Hills District
BUILDING INSPECTIONS

STRATA INSPECTION REPORT

SAMPLE

ADDRESS: ***Unit 11 2 Smith Street***
Ryde NSW 2112
STRATA PLAN: *SP 86799 Lot 69*
INSPECTION DATE: *30TH June 2025*
INSPECTOR: *Hills District Building Inspections*
EMAIL: *info@hdbuildinginspections.com.au*



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Note – This Report is built on the information and documents supplied by the Strata Managers. These supporting documents are attached to this Report directly following the Annexure page and are collated in the order indicated in the Annexture Listing. This allows the reader to confirm and further research the basis of the information

Important information about this Strata Report

- The information contained in this Strata Report has been obtained solely from the books and records of the Strata Managing Agency and/or the Owners Corporation's provided and available to us at the time of the Strata Report.
- The Report "Upload Statement" to the BYB Portal is based the documents viewed by the Inspector at the time of the Inspection.
- We have not inspected the building and often have very little practical information about the building. We are unable to warrant that all of the Owners Corporation records have been provided to us at the time of the Strata Report or that the information contained in the records provided are accurate and therefore cannot accept any liability for any potential errors or anything omitted from this Strata Report.
- Pursuant to Section 98 of the Strata Schemes Management Act 2015, Strata Managing Agencies and the Owners Corporation are required by law to keep their strata accounts and records (eg. accounts, minutes of meetings, all correspondences) in record. However, there unfortunately is no external monitoring of this process; therefore, if the Strata Managing Agency and/or the Owners Corporation fail to keep a full record of its activities or fails to keep them in an accessible manner, any Strata Report undertaken of its records may be inadequate. Please note our Strata Reports are based solely on the records provided by the Strata Managing Agency and/or the Owners Corporation.
- Our Strata Reports are based on information contained in the Owners Corporations records provided to us for the Strata Inspection, from the date of the Strata Report being completed to a maximum of three (3) years. If you wish for us to report on information contained in the Owners Corporations records older than three (3) years this can be done at an additional fee. Please note the records included are Strata committee minutes going back one (1) year and for Annual General Meetings and Extraordinary General Minutes going back for a period of up to three (3) years.
- It is prudent to note that some Owners Corporations may deliberately withhold information and/or not all information may be provided and/or available at the time of the Strata Report, therefore will not appear in this Strata Report. Due to this, we recommend you take your own observations of the building's condition and take further enquiries if material in the report seems inconsistent with your observations to the schemes Strata Managing Agent and/or the Owners Corporation.
- Strata Managers are not obligated to be available for interview to obtain information. Some Strata Managing Agencies prohibit staff from providing verbal advice or disclosing strata information to anyone other than lot owner/s of the strata scheme.
- This Strata Report should not be construed as legal advice; we are providing general information only. We accept no liability for any errors, incorrect information and/or omission or failure to provide information/records by the Strata Managing Agency or Owners Corporation at the time of the inspection.

PROPERTY DETAILS

Property Address: *Unit 171 2 Porter Street Ryde NSW 2112*

Lot Number: *69*

Inspection Date: *30-06-2025*

STRATA PLAN INFORMATION

Strata Plan Number: *SP 86799*
Number of Lots: *84*

- ***Attached Strata Plan***

STRATA MANAGING AGENT

Name: *Strata Life*
Address: *Suite 3 Level 1 45-47 Hunter Street Horsby NSW 2077*

Phone: *02 94569965*
Strata Manager Email: *contact@thestratalife.com.au*

Agency Agreement Sighted: *No*

- ***Refer AGM Minutes dated 21-05-2024 Motions 22, 38 & 41***

STRATA ROLL

Owner Name: *Porter Ryde Holdings Pty Ltd*

Units of Entitlement: *67.00*

Aggregate Units of Entitlement: *10,214.00*

STRATA COMMITTEE

The Strata Committee consists of *(7)* members:

- *Benjamin Halse (Unit 2)*
- *Eliza Zhao (Unit 4)*
- *Casey Metcalfe (Unit 15)*
- *Wenwen Zhang (Unit 38)*
- *Kadambari Gandhi (Unit 44)*
- *Chant Kupdjian (Unit 54)*
- *Joel D'Mello (Unit 64)*
- ***Refer AGM Minutes dated 21-05-2024 Motions 36 & 37***

Disclaimer: Pursuant to Section 30 of the Strata Schemes Management Act 2015, the Owners Corporation can appoint up to nine (9) committee members.

CERTIFICATE OF TITLE

- ***Attached Copy of the Certificate of Title***

LEVY CONTRIBUTIONS

Administrative Fund: *$ 564.95* /quarter
Capital Works Fund: *$ Nil* /quarter
Total Standard Levies: *$ 564.95* /quarter

Outstanding Balance: $ *Nil* as at *30-06-2025*

- ***Attached Owner Ledger***
- ***Refer to Owners Ledger for Levy History***
- ***Note: The strata budget and levies may be adjusted at any upcoming meetings of the Owners Corporation***
- ***Refer AGM Minutes dated 21-05-2024 Motions 21 & 33***

Disclaimer: To determine the levy for each lot owner, the total approved Administrative and Capital Works Funds at the AGM is divided by the total number of unit entitlements in the scheme and then multiplied by each lot owner's unit entitlements.

SPECIAL LEVY

The inspector notes there was the following Special Levies found in the books and records presented:

Special Levy: *No current Special Levy sighted*

- ***Refer to Owners Ledger & Minutes for any Special Levy History***
- ***Refer AGM Minutes dated 21-05-2024 Motion 35***

Disclaimer: When the scheme has insufficient funds to cover large major or unforeseen works major to the common property a special levy is required. Special levies are calculated according to the units of entitlement of each lot owner.

FINANCIAL INFORMATION – CURRENT

Approximate balance of the Administrative Fund: $ *(89,896.79)*

Approximate balance of the Capital Works Fund: $ *37,567.12*

- ***Attached Balance Sheet as at*** *30-06-2025*
- ***Refer Loan Balance $ 87,230.58 as at 30-06-2025***
- ***Refer AGM Minutes dated 21-05-2024 Motions 19 & 34***

TAXATION

The Owners corporation GST status: *Registered*

AUDITOR

Last Sighted: *28-02-2025*

Appointed Auditor: *Economos Strata Services Pty Ltd*

- ***Attached Auditor's Report***
- ***Refer AGM Minutes dated 21-05-2024 Motion 20***

INSURANCE

POLICY

Insurer: *I Strata*

Policy number: *TBA*

Type: *Residential Strata*

Date of issued: *05-05-2025*

Expiry date: *05-05-2026*

Building sum insured: *$ 42,100,000.00*

- ***Attached copy of insurance Certificate***
- ***Balance $ 87,230.58 as at 30-06-2025***
- ***Refer AGM Minutes dated 21-05-2024 Motions 2 & 21***

VALUATION

Insurance Valuation Report: *Yes*

Appointed Valuer: *Solutions in Engineering*

Date of Valuers Report: *08-06-2017*

Valuer's recommendation: *$ 32,614,000.00*

- ***Valuation Report attached***

MINUTES OF MEETINGS & RECORDS

The prescribed books of accounts are kept for Annual General Meetings, Extraordinary General Meetings and Strata Committee Meetings:

AGMS:

Notice: 2024 Annual General Meeting *21-05-2024*

Minutes: 2024 Annual General Meeting *21-05-2024*

Minutes: 2023 Annual General Meeting *27-07-2023*

Minutes: 2022 Annual General Meeting *Not sighted*

Minutes: 2021 Annual General Meeting *17-09-2021*

EGMS:

Minutes: Extraordinary General Meeting *06-12-2023*

Minutes: Extraordinary General Meeting *15-12-2022*

SCMS:

Minutes: Strata Committee Meeting *30-01-2025*

Minutes: Strata Committee Meeting *11-12-2024*

Minutes: Strata Committee Meeting *08-10-2024*

Minutes: Strata Committee Meeting *23-09-2024*

Minutes: Strata Committee Meeting *09-09-2024*

Minutes: Strata Committee Meeting *12-08-2024*

Minutes: Strata Committee Meeting *21-05-2024*

- ***Attached copy of above noted Minutes***

Annual General Meeting (AGM): A meeting of Owners Corporation that must convened once a year.

General Meeting (GM): Meetings other than the AGM are called general meetings. A meeting of all owners and other interested parties (as noted on the strata roll).

Extraordinary General Meeting (EGM): A meeting of all owners which the meetings are usually called if a decision required agreement from all owners and should not wait until the next AGM.

Strata Committee Meeting (SCM): A meeting of Strata Committee. The decision made by the Strata Committee is considered as a decision of the Owners Corporation. The Strata Committee election takes place at the Annual General Meeting.

COMPLIANCE

FIRE SAFETY

Current Annual Fire Safety Statement (AFSS) Submitted: *Yes*

Last AFSS Submission Date: *11-09-2024*

- ***Attached Annual Fire Safety Statement (AFSS)***
- ***Refer AGM Minutes dated 21-05-2024 Motion 3***

BY-LAWS/SPECIAL BY-LAWS

Registered By-Laws: *Yes*

Pet Allowed*: Yes – Refer By-Law 16 – Approval Required*

- ***Attached copy of By-Laws***
- ***Refer AGM Minutes dated 21-05-2024 Motions 23, 24***

COMBUSTIONABLE CLADDING (ACP)

Cladding Report: *No*

- ***No Cladding Report sighted***

Disclaimer: If no cladding report, the inspector advises it would be prudent for the purchaser to follow up with the Strata Manager for confirmation of any cladding at the strata scheme.

ASBESTOS

Asbestos report: *No*

- ***No Asbestos Report sighted***
- ***Refer AGM Minutes dated 21-05-2024 Motion 5***

CAPITAL WORKS FUND PLAN

Capital Works Fund (CWF) Report: *Yes*

Report Consultant: *Solutions in Engineering*

Report Date: *30-10-2020*

- ***Attached Capital Works Fund Report***
- ***Refer AGM Minutes dated 21-05-2024 Motion 18***

Note: The Capital Works Fund (CWF) was previously referred to as the Sinking Fund.

BUILDING DETAILS & DEFECTS

BUILDING DETAILS

Date of CT Registration Edition 3: *24-02-2021*

Final Occupation Certificate: *05-02-2015*

BUILDING & DEFECT REPORTS

The inspector notes that there was a Building Defect Report carried out as per the following:
Inspector: *RHM*
Date: *09-05-2025*
Additional information: *Fire Stairwell Correspondence*

Inspector: *Wardell Group*
Date: *08-05-2025*
Additional information: *Water Ingress Report*

Inspector: *Forensic Engineering Australia – Fair Trading*
Date: *27-04-2025*
Additional information: *Rectification Report*

Inspector: *Struct A*
Date: *14-02-2025*
Additional information: *Regulated Design Report*

Inspector: *Partridge*
Date: *20-02-2023*
Additional information: *Water Ingress Report*

Inspector: *Building Consultancy Group*
Date: *04-11-2021*

Additional information: *Historic – Defect Report*

Inspector: *Dincel & Associates*
Date: *10-06-2021*

Additional information: *Historic – Structural Report*

- ***Attached Building & Defect Reports***
- ***Refer AGM Minutes dated 21-05-2024 Motions 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 25, 26, 27, 28, 29, 3031, 32***

WHS

WHS Report: *No*

- ***No WHS Report sighted***
- ***Refer AGM Minutes dated 21-05-2024 Motion 4***

WINDOW LOCKS

Window Lock Report: *Yes*

Report Consultant: *ASQB*

Report Date: *28-06-2017*

- ***Attached Window Lock Report***
- ***Refer AGM Minutes dated 21-05-2024 Motion 6***

ANCHOR POINTS

Anchor Point Report: *No*

- ***No Anchor Point Report sighted***

LEGAL, LITIGATION & BREACH BY-LAWS

LEGAL & LITIGATION

Legal & Litigation matters: *Yes*

- ***Attached legal and litigation correspondence sighted in the books and records of the Strata Scheme – Fair Trading, Defects, Deed***

BREACH BY-LAWS

The inspector notes that there were the following by-law breaches found in the books and records presented: *Yes*

- ***Refer AGM Minutes dated 21-05-2024 Motion 40***

ANNEXURES

- Owner Ledger
- Owner Roll
- Balance Sheet & Financials
- Audit Report
- Certificate of Title
- Strata Plan
- By-Laws
- Annual Fire Safety Statement (AFSS)
- Capital Works Fund (CWF) Report
- Building Reports, Certificates & Defects Reports
- Insurance Certificate
- Insurance Valuation
- Legal, Litigation and By-Law Breach Correspondence

- Minutes annexed are as follows:

AGMS:

- Minutes: Annual General Meeting

EGMS:

- Minutes: Extraordinary General Meeting

SCMS:

- Minutes: Strata Committee Meeting

Note – The following supporting documents are collated in the order indicated in the Annexture Listing. This allows the reader to confirm and further research the basis of the information contained within this report.

ANNEXURES

FINANCIALS

The Owner's Corporation SP 86799
2-4 Porter Street RYDE NSW 2112
ABN: 98 139 815 698

SPECIAL PURPOSE FINANCIAL REPORT FOR STRATA PLAN 86799 FINANCIAL YEAR-TO-DATE 01 March 2025 to 30 June 2025

Contents
The enclosed Special Purpose Financial Report contains the following:

1. Current Owner Account Page 1

Michael Simpson
Strata Manager
Strata Life

Prepared by:
STRATA LIFE PTY LIMITED has compiled the accompanying Special Purpose Financial Report.

Specific Purpose:
The specific purpose for which the Special Purpose Financial Report has been prepared is to provide information relating to the financial position of the entity for the above-mentioned period.

Disclaimer:
The Special Purpose Financial Report has been prepared exclusively for the above entity. STRATA LIFE PTY LIMITED and its officers do not accept responsibility to any other person for the contents of the Special Purpose Financial Report.

Current Owner Account

Porter Ryde Holdings Pty Ltd

Lot 69 Unit Shop71

The Owner's Corporation SP 86799
2-4 Porter Street RYDE NSW 2112
ABN: 98 139 815 698

Purchased: 08/10/2015 UE / AE: 67.00 / 10,214.00

Date	Details	Administrative Fund due/paid	Capital Works Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
01.12.2022	Quarterly Admin/Capital Works Levy	386.74	29.06	0.00	0.00	415.80	415.80
16.01.2023	Levy payment for 69/86799	-386.74	-29.06	0.00	0.00	-415.80	0.00
27.02.2023	Levy payment for 69/86799	-386.74	-29.06	0.00	0.00	-415.80	-415.80
01.03.2023	Quarterly Admin/Capital Works Levy	386.74	29.06	0.00	0.00	415.80	0.00
30.05.2023	Levy payment for 69/86799	-386.74	-29.06	0.00	0.00	-415.80	-415.80
01.06.2023	Once-off Admin/Capital Works Levy 01/06/2023 - 31/05/2023	386.74	29.06	0.00	0.00	415.80	0.00
30.08.2023	Levy payment for 69/86799	-354.53	-742.48	0.00	0.00	-1,097.01	-1,097.01
01.09.2023	Quarterly Admin/Capital Works Levy 01/09/2023 - 30/11/2023	354.53	86.52	0.00	0.00	441.05	-655.96
01.09.2023	Capital Works Special Levy for defect and fire works	0.00	655.96	0.00	0.00	655.96	0.00
29.11.2023	Levy payment for 69/86799	-354.53	-86.52	0.00	0.00	-441.05	-441.05
01.12.2023	Quarterly Admin/Capital Works Levy 01/12/2023 - 29/02/2024	354.53	86.52	0.00	0.00	441.05	0.00
22.02.2024	Levy payment for 69/86799	-354.53	-578.49	0.00	0.00	-933.02	-933.02
01.03.2024	Quarterly Admin/Capital Works Levy 01/03/2024 - 31/05/2024	354.53	86.52	0.00	0.00	441.05	-491.97
01.03.2024	Capital wWrks Special Levy	0.00	491.97	0.00	0.00	491.97	0.00
30.05.2024	Levy payment for 69/86799	-564.95	-655.96	0.00	0.00	-1,220.91	-1,220.91
01.06.2024	Quarterly Admin Levy 01/06/2024 - 31/08/2024	564.95	0.00	0.00	0.00	564.95	-655.96
15.06.2024	Special CW-21/05/24 AGM Approved Works	0.00	655.96	0.00	0.00	655.96	0.00
29.07.2024	Levy payment for 69/86799	0.00	-655.96	0.00	0.00	-655.96	-655.96
15.08.2024	Special CW-21/05/24 AGM Approved Works	0.00	655.96	0.00	0.00	655.96	0.00
30.08.2024	Levy payment for 69/86799	-564.95	0.00	0.00	0.00	-564.95	-564.95
01.09.2024	Quarterly Admin Levy 01/09/2024 - 30/11/2024	564.95	0.00	0.00	0.00	564.95	0.00
29.11.2024	Levy payment for 69/86799	-564.95	0.00	0.00	0.00	-564.95	-564.95
01.12.2024	Quarterly Admin Levy 01/12/2024 - 28/02/2025	564.95	0.00	0.00	0.00	564.95	0.00
28.02.2025	Levy payment for 69/86799	-564.95	0.00	0.00	0.00	-564.95	-564.95
01.03.2025	Quarterly Admin Levy 01/03/2025 - 31/05/2025	564.95	0.00	0.00	0.00	564.95	0.00
30.05.2025	Levy payment for 69/86799	-564.95	0.00	0.00	0.00	-564.95	-564.95
01.06.2025	Quarterly Admin Levy 01/06/2025 - 31/08/2025	564.95	0.00	0.00	0.00	564.95	0.00

30/06/2025	Current balances excluding interest	
	Administrative Fund	0.00
	Capital Works Fund	0.00
	Unallocated Money Fund	0.00
		0.00
	Interest due as at 30/06/2025	0.00
	Current balance including interest	**$0.00**

The Owner's Corporation SP 86799
2-4 Porter Street RYDE NSW 2112
ABN: 98 139 815 698

SPECIAL PURPOSE FINANCIAL REPORT FOR STRATA PLAN 86799 FINANCIAL YEAR-TO-DATE 01 March 2025 to 30 June 2025

Contents
The enclosed Special Purpose Financial Report contains the following:

1. Strata Roll Selected Lots ..... Page 1

Michael Simpson
Strata Manager
Strata Life

Prepared by:
STRATA LIFE PTY LIMITED has compiled the accompanying Special Purpose Financial Report.

Specific Purpose:
The specific purpose for which the Special Purpose Financial Report has been prepared is to provide information relating to the financial position of the entity for the above-mentioned period.

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Strata Roll

The Owner's Corporation SP 86799 2-4 Porter Street, RYDE NSW 2112

COMMON PROPERTY / GENERAL INFORMATION

Original owner

Developer

Builder

Managing agent Strata Life Pty Ltd

Level 1 3/45-47 Hunter Street

HORNSBY NSW 2077

Assigned manager Michael Simpson

Unit entitlements

Lot no.	Associated lots	Unit no.	U/E
1		9	151.00
2		10	149.00
3		11	119.00
4		12	124.00
5		13	149.00
6		14	147.00
7		15	127.00
8		8	144.00
9		17	152.00
10		18	144.00
11		19	120.00
12		20	125.00
13		21	144.00
14		22	148.00
15		23	128.00
16		16	144.00
17		25	153.00
18		26	152.00
19		27	121.00
20		28	127.00
21		29	152.00
22		30	149.00
23		31	113.00
24		24	148.00
25		33	155.00
26		34	154.00
27		35	122.00
28		36	128.00
29		37	154.00
30		38	151.00
31		39	130.00

32	32	150.00
33	42	207.00
34	43	207.00
35	40	206.00
36	49	147.00
37	50	147.00
38	51	149.00
39	52	119.00
40	53	143.00
41	54	148.00
42	55	148.00
43	56	150.00
44	57	120.00
45	58	143.00
46	59	150.00
47	60	150.00
48	61	152.00
49	62	121.00
50	63	144.00
51	64	152.00
52	65	152.00
53	66	154.00
54	67	122.00
55	68	144.00
56	69	207.00
57	70	207.00
58	5	114.00
59	6	114.00
60	7	140.00
61	1	147.00
62	2	97.00
63	3	144.00
64	4	182.00

65	45	122.00
66	46	115.00
67	47	180.00
68	48	144.00
69	Shop71	67.00
70	Shop44	67.00
71	41	205.00
72	72	1.00
73	73	1.00
74	74	1.00
75	75	1.00
76	76	1.00
77	77	1.00
78	78	1.00
79	79	1.00
80	80	1.00
81	81	1.00
82	82	1.00
83	83	1.00
84	84	1.00
	Total unit entitlement	**10,214.00**

Insurance

Policy No: To Be Advised isStrata **Broker:** Body Corporate Brokers Pty Ltd

Type: Residential Strata

Premium: $103,060.70 Paid on: 05/05/2025 **Next due:** 05/05/2026

Cover	*Sum Insured*	*Excess*
Building	$32,875,500	$10,000.00
Catastrophe Cover	Not Selected	$0.00
Common Area Contents	$328,755	$0.00
Fidelity Guarantee	$250,000	$0.00
Flood	Included	$0.00
Government Audit Costs	$30,000	$0.00
Legal Defence Expenses	$50,000	$1,000.00
Loss Of Rent/temp Accom	$4,931,325	$0.00
Lot Owner Improvements	Insured	$0.00
Machinery Breakdown	$100,000	$1,000.00
Office Bearer's Legal Liabilit	$5,000,000	$0.00
Public Liability	$50,000,000	$0.00
Voluntary Workers	$200,000/$2,000	$0.00
Workers Compensation	Not Available	$0.00
Workplace Health & Safety	$150,000	$0.00

Strata Committee

Secretary	Casey Metcalfe
	15/2-4 Porter Street, RYDE NSW 2112
Treasurer	Joel D'Mello
	64/80 Belmore Street, RYDE NSW 2112
Member	Eliza Zhao
	1009/6 East Street, GRANVILLE NSW 2142
Member	Ben Halse
	2/2-4 Porter Street, RYDE NSW 2112
Member	Mitchell Day
	Unit 3 2-4 Porter Street, RYDE NSW 2112
Member	Diego Amaya
	13/2-4 Porter Street, RYDE NSW 2112
Member	Wenwen Zhang
	38/2-4 Porter Street, RYDE NSW 2112

INDIVIDUAL LOT

Lot no. 69 **Unit no.** Shop71

Unit entitlements

Levy Entitlement 67.00 / 10,214.00

Owners

Name	Address for service of notices
Porter Ryde Holdings Pty Ltd	23 Harris Road, DURAL 2158 NSW

Email Address

Date of entry 20/12/2022 **Date of purchase** 08/10/2015

Mortgages

Leases

Current Agent

Exclusive Real Estate

, NORTH STRATHFIELD NSW 2137

Lessee	Term	Address	Date of Termination	Date of Entry
Georgina Tanous	Ongoing	Shop 71, 2-4 Porter Street	01/01/1900	12/01/2023

The Owner's Corporation SP 86799
2-4 Porter Street RYDE NSW 2112
ABN: 98 139 815 698

SPECIAL PURPOSE FINANCIAL REPORT FOR STRATA PLAN 86799 FINANCIAL YEAR-TO-DATE 01 March 2025 to 30 June 2025

Contents
The enclosed Special Purpose Financial Report contains the following:

1. Balance Sheet Page 1

Michael Simpson
Strata Manager
Strata Life

Prepared by:
STRATA LIFE PTY LIMITED has compiled the accompanying Special Purpose Financial Report.

Specific Purpose:
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The Owner's Corporation SP 86799
2-4 Porter Street RYDE NSW 2112
ABN: 98 139 815 698

Balance Sheet as at 30 June 2025

OWNERS' FUNDS	Current Period ($)	Previous Year ($)
Administrative Fund		
Operating Surplus/Deficit - Admin	(34,228.87)	(50,858.73)
Owners Equity - Admin	(55,667.92)	(4,809.19)
	(89,896.79)	(55,667.92)
Capital Works Fund		
Operating Surplus/Deficit - Capital Works	(43,755.36)	130,556.96
Owners Equity - Capital Works	81,322.48	(49,234.48)
	37,567.12	81,322.48
NET OWNER FUNDS	**(52,329.67)**	**25,654.56**

Represented by Assets:	Current Period ($)	Previous Year ($)
Administrative Fund		
Cash at Bank - Admin	(19,994.68)	4,320.21
Receivable - Levies - Admin	14,929.17	3,919.55
Receivable - Owners - Admin	1,493.17	1,401.38
	(3,572.34)	9,641.14
Capital Works Fund		
Cash at Bank - Capital Works	26,673.48	73,057.38
Receivable - Levies (Special) - Capital Works	2,251.82	2,251.82
	28,925.30	75,309.20
Unallocated Money		
Cash at Bank - Unallocated	294.10	1,416.71
	294.10	1,416.71
Total Assets	**25,647.06**	**86,367.05**

Less liabilities	Current Period ($)	Previous Year ($)
Administrative Fund		
Accrued Expenses - Admin	0.00	4,060.00
Creditor - GST - Admin	(5,751.59)	(1,180.14)
Creditors - Other - Admin	0.00	(240.00)
Deposits Received - Keys - Admin	4,845.46	4,845.46
Loan - Premium Funding	87,230.58	0.00
Prepaid Levies - Admin	0.00	57,823.74
	86,324.45	65,309.06
Capital Works Fund		
Creditor - GST - Capital Works	(8,641.82)	(6,013.28)
	(8,641.82)	(6,013.28)
Unallocated Money		
Prepaid Levies - Unallocated	294.10	1,416.71
	294.10	1,416.71
Total Liabilities	**77,976.73**	**60,712.49**
NET ASSETS	**(52,329.67)**	**25,654.56**

The Owner's Corporation SP 86799
2-4 Porter Street RYDE NSW 2112
ABN: 98 139 815 698

SPECIAL PURPOSE FINANCIAL REPORT FOR STRATA PLAN 86799 FINANCIAL YEAR-TO-DATE 01 March 2025 to 30 June 2025

Contents
The enclosed Special Purpose Financial Report contains the following:

1. Income & Expense Report Page 1

Michael Simpson
Strata Manager
Strata Life

Prepared by:
STRATA LIFE PTY LIMITED has compiled the accompanying Special Purpose Financial Report.

Specific Purpose:
The specific purpose for which the Special Purpose Financial Report has been prepared is to provide information relating to the financial position of the entity for the above-mentioned period.

Disclaimer:
The Special Purpose Financial Report has been prepared exclusively for the above entity. STRATA LIFE PTY LIMITED and its officers do not accept responsibility to any other person for the contents of the Special Purpose Financial Report.

The Owner's Corporation SP 86799
2-4 Porter Street RYDE NSW 2112
ABN: 98 139 815 698

Statement of Income and Expenditure for the Financial Year-to-Date 01 March 2025 to 30 June 2025

ADMINISTRATIVE FUND		Current Period ($) 01/3/2025 - 30/6/2025	Annual Budget ($) 01/3/2025 - 28/2/2026	Previous Year ($) 01/3/2024 - 28/2/2025
CoA	**Revenue**			
142500	Interest on Arrears - Admin	124.70	0.00	1,344.19
142800	Key & Swipe Card	686.50	0.00	3,110.25
143000	Levies Due - Admin	156,590.74	0.00	284,020.34
146500	Status Certificate Fees	109.00	0.00	872.00
	Total Revenue	**157,510.94**	**0.00**	**289,346.78**
CoA	**Less Expenditure**			
150200	Admin - Accounting	54.55	0.00	468.24
153800	Admin - Agent Disbursements	654.96	0.00	2,603.46
153802	Admin - Agent Disburst - Work Orders/Quote Requests	536.35	0.00	1,912.74
150800	Admin - Auditors - Audit Services	1,286.36	0.00	1,299.09
151401	Admin - Bank Charges - Account Fees	6,034.19	0.00	45.40
151407	Admin - Bank Charges - With GST	8.18	0.00	250.92
153200	Admin - Legal & Debt Collection Fees	51.82	0.00	959.69
154001	Admin - Management Fees - Schedule B	4,470.14	0.00	13,850.34
154000	Admin - Management Fees - Standard	3,806.25	0.00	15,043.77
154900	Admin - Preparation of reports for taxation	765.91	0.00	1,306.80
155400	Admin - Registration/License/Permit Fees	0.00	0.00	306.55
156000	Admin - Status Certificate Fees Paid	(141.00)	0.00	872.00
159100	Insurance - Premiums	100,339.78	0.00	68,633.89
160000	Maint Bldg - Airconditioning	(0.91)	0.00	1,461.29
161350	Maint Bldg - Building Management	29,426.76	0.00	55,703.06
161800	Maint Bldg - Car Park	0.00	0.00	299.09
163000	Maint Bldg - Cleaning	7,453.34	0.00	40,570.70
163010	Maint Bldg - Cleaning - Pressure	0.00	0.00	2,190.00
164600	Maint Bldg - Doors & Windows	0.00	0.00	360.00
164800	Maint Bldg - Electrical	1,370.00	0.00	0.00
165800	Maint Bldg - Fire Protection	11,291.70	0.00	19,700.30
165806	Maint Bldg - Fire Protection - Monitoring	0.00	0.00	1,600.00
166600	Maint Bldg - Garage Doors	417.00	0.00	717.00
167200	Maint Bldg - General Repairs	0.00	0.00	1,628.18
168800	Maint Bldg - Hot Water Service	0.00	0.00	1,930.00
169600	Maint Bldg - Intercom	520.00	0.00	860.00

The Owner's Corporation SP 86799
2-4 Porter Street RYDE NSW 2112
ABN: 98 139 815 698

Statement of Income and Expenditure for the Financial Year-to-Date 01 March 2025 to 30 June 2025

ADMINISTRATIVE FUND		Current Period ($) 01/3/2025 - 30/6/2025	Annual Budget ($) 01/3/2025 - 28/2/2026	Previous Year ($) 01/3/2024 - 28/2/2025
170600	Maint Bldg - Keys & Card Keys	0.00	0.00	2,200.46
170200	Maint Bldg - Lift	3,004.27	0.00	13,434.90
170205	Maint Bldg - Lift - Telephone	256.00	0.00	1,024.00
170610	Maint Bldg - Lock	55.00	0.00	1,775.00
172000	Maint Bldg - Pest/Vermin Control	300.00	0.00	1,313.64
172200	Maint Bldg - Plumbing & Drainage	4,063.77	0.00	7,245.50
172400	Maint Bldg - Pumps	0.00	0.00	367.50
177800	Maint Grounds - Irrigation Systems	0.00	0.00	198.00
178400	Maint Grounds - Lawns & Gardening	6,340.00	0.00	23,260.00
400120	Mont109 - Fire Safety Services	980.00	0.00	0.00
190200	Utility - Electricity	5,607.58	0.00	19,711.78
191200	Utility - Water & Sewerage	2,787.81	0.00	35,102.22
	Total Expenditure	**191,739.81**	**0.00**	**340,205.51**
Surplus/(Deficit)		**(34,228.87)**	**0.00**	**(50,858.73)**
Opening Balance		**(55,667.92)**	**(55,667.92)**	**(4,809.19)**
Closing Balance		**(89,896.79)**	**(55,667.92)**	**(55,667.92)**

The Owner's Corporation SP 86799
2-4 Porter Street RYDE NSW 2112
ABN: 98 139 815 698

Statement of Income and Expenditure for the Financial Year-to-Date 01 March 2025 to 30 June 2025

CAPITAL WORKS FUND		Current Period ($) 01/3/2025 - 30/6/2025	Annual Budget ($) 01/3/2025 - 28/2/2026	Previous Year ($) 01/3/2024 - 28/2/2025
CoA	**Revenue**			
242500	Interest on Arrears - Capital Works	0.00	0.00	769.92
243100	Levies Due (Special) - Capital Works	0.00	0.00	249,999.41
243000	Levies Due - Capital Works	0.00	0.00	11,990.73
	Total Revenue	**0.00**	**0.00**	**262,760.06**
CoA	**Less Expenditure**			
291300	Admin - Legal Fees	0.00	0.00	1,040.33
264200	Maint Bldg - Consultants	26,031.25	0.00	30,769.50
264600	Maint Bldg - Doors & Windows	2,170.00	0.00	1,552.56
264800	Maint Bldg - Electrical	960.00	0.00	11,993.00
265600	Maint Bldg - Exhast/Ventilation Systems	0.00	0.00	2,390.11
265800	Maint Bldg - Fire Protection	8,600.00	0.00	33,008.97
266600	Maint Bldg - Garage Doors	0.00	0.00	1,750.00
267400	Maint Bldg - General Repair/Replacement	380.00	0.00	11,939.85
267700	Maint Bldg - Hot Water Service	0.00	0.00	6,278.40
269600	Maint Bldg - Intercom	0.00	0.00	771.00
270202	Maint Bldg - Lift - Refurbishment/Upgrading	0.00	0.00	1,056.00
270600	Maint Bldg - Locks,Keys & Card Keys	816.00	0.00	0.00
271600	Maint Bldg - Painting & Surface Finishes	0.00	0.00	3,818.18
272200	Maint Bldg - Plumbing & Drainage	3,098.11	0.00	14,886.32
272800	Maint Bldg - Roof	1,700.00	0.00	0.00
273800	Maint Bldg - Signs & Notice Boards	0.00	0.00	609.09
273900	Maint Bldg - Special Levy Expense-CW	0.00	0.00	1,060.29
274400	Maint Bldg - Structural Rectification	0.00	0.00	6,011.31
273200	Maint Bldg - Waterproofing	0.00	0.00	1,718.19
278200	Maint Grounds - Landscaping	0.00	0.00	1,550.00
	Total Expenditure	**43,755.36**	**0.00**	**132,203.10**
Surplus/(Deficit)		**(43,755.36)**	**0.00**	**130,556.96**
Opening Balance		**81,322.48**	**81,322.48**	**(49,234.48)**
Closing Balance		**37,567.12**	**81,322.48**	**81,322.48**

The Owner's Corporation SP 86799
2-4 Porter Street RYDE NSW 2112
ABN: 98 139 815 698

SPECIAL PURPOSE FINANCIAL REPORT FOR STRATA PLAN 86799 FINANCIAL YEAR-TO-DATE 01 March 2025 to 30 June 2025

Contents
The enclosed Special Purpose Financial Report contains the following:

1. Detailed Expenses Page 1

Michael Simpson
Strata Manager
Strata Life

Prepared by:
STRATA LIFE PTY LIMITED has compiled the accompanying Special Purpose Financial Report.

Specific Purpose:
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Detailed Expenses
for the financial year
from 01/03/2025 to 30/06/2025

The Owner's Corporation SP 86799 **2-4 Porter Street RYDE NSW 2112**
ABN: 98 139 815 698

Administrative Fund

Date	Description	Payee	Group	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
Admin--Accounting 150200								
30/05/2025	Delegated Function Reporting May 2025	Strata Life Pty Ltd	None	54.55	Paid	DE		000375
				54.55				
Admin--Agent Disbursements 153800								
30/03/2025	Fixed Disbursement March 2025	Strata Life Pty Ltd	None	215.73	Paid	DE		000346
30/03/2025	Postage - Letter - Small March 2025	Strata Life Pty Ltd	None	2.00	Paid	DE		000346
30/04/2025	Fixed Disbursement April 2025	Strata Life Pty Ltd	None	215.73	Paid	DE		000358
30/04/2025	Postage - Extra Meeting - Medium April 2025	Strata Life Pty Ltd	None	3.77	Paid	DE		000358
30/05/2025	Postage - Extra Meeting - Small May 2025	Strata Life Pty Ltd	None	2.00	Paid	DE		000375
30/05/2025	Fixed Disbursement May 2025	Strata Life Pty Ltd	None	215.73	Paid	DE		000375
				654.96				
Admin--Agent Disburst-- Work Orders/Quote Requests 153802								
30/03/2025	Quotation request March 2025	Strata Life Pty Ltd	None	20.00	Paid	DE		000346
30/03/2025	Issue a work order March 2025	Strata Life Pty Ltd	None	60.00	Paid	DE		000346
30/03/2025	Issue a work order March 2025	Strata Life Pty Ltd	None	20.00	Paid	DE		000346
30/04/2025	Issue a work order April 2025	Strata Life Pty Ltd	None	29.09	Paid	DE		000358
30/04/2025	Issue a work order April 2025	Strata Life Pty Ltd	None	29.09	Paid	DE		000358
30/04/2025	Issue a work order April 2025	Strata Life Pty Ltd	None	29.09	Paid	DE		000358
30/04/2025	Issue a work order April 2025	Strata Life Pty Ltd	None	29.09	Paid	DE		000358
30/04/2025	Issue a work order April 2025	Strata Life Pty Ltd	None	29.09	Paid	DE		000358
30/04/2025	Quotation request April 2025	Strata Life Pty Ltd	None	29.09	Paid	DE		000358
30/04/2025	Quotation request April 2025	Strata Life Pty Ltd	None	58.18	Paid	DE		000358
30/05/2025	Issue a work order May 2025	Strata Life Pty Ltd	None	29.09	Paid	DE		000375
30/05/2025	Issue a work order May 2025	Strata Life Pty Ltd	None	29.09	Paid	DE		000375
30/05/2025	Issue a work order May 2025	Strata Life Pty Ltd	None	29.09	Paid	DE		000375
30/05/2025	Issue a work order May 2025	Strata Life Pty Ltd	None	29.09	Paid	DE		000375
30/05/2025	Issue a work order May 2025	Strata Life Pty Ltd	None	29.09	Paid	DE		000375
30/05/2025	Issue a work order May 2025	Strata Life Pty Ltd	None	29.09	Paid	DE		000375
30/05/2025	Quotation request May 2025	Strata Life Pty Ltd	None	29.09	Paid	DE		000375
				536.35				
Admin--Auditors--Audit Services 150800								
30/04/2025	Audit - Assist auditor in provision of records an	Strata Life Pty Ltd	None	336.36	Paid	DE		000358
07/05/2025	Attending Audit of SP for YE 28/2/25	Economos	None	950.00	Paid	DE	2025660386	000366
				1,286.36				
Admin--Bank Charges--Account Fees 151401								
31/03/2025	Service Charge Fee		None	2.40	Paid	Oth	56	56
30/04/2025	Service Charge Fee		None	3.00	Paid	Oth	58	58
30/05/2025	Service Charge Fee		None	3.80	Paid	Oth	59	59
17/06/2025	Advice regarding claim for building defect losses	Bannermans Lawyers	None	6,024.99	Paid	DE	67106	000384
				6,034.19				
Admin--Bank Charges--With GST 151407								
31/03/2025	DEFT Process Fee		None	8.18	Paid	Oth	57	57
				8.18				
Admin--Legal & Debt Collection Fees 153200								
09/04/2025	Lot 7: Debt recovery Reminder Notice		None	(20.00)		Jnl		
09/04/2025	Lot 13: Debt recovery Reminder Notice		None	(20.00)		Jnl		
09/04/2025	Lot 15: Debt recovery Reminder Notice		None	(20.00)		Jnl		
09/04/2025	Lot 34: Debt recovery Reminder Notice		None	(20.00)		Jnl		
09/04/2025	Lot 54: Debt recovery Reminder Notice		None	(20.00)		Jnl		
09/04/2025	Lot 60: Debt recovery Reminder Notice		None	(20.00)		Jnl		
09/04/2025	Owner invoice cancellation for lot: 54/86799		None	20.00		Jnl		
30/04/2025	Arrears Notice Stage 1 April 2025	Strata Life Pty Ltd	None	120.00	Paid	DE		000358

Detailed Expenses
for the financial year
from 01/03/2025 to 30/06/2025

The Owner's Corporation SP 86799 **2-4 Porter Street RYDE NSW 2112**
ABN: 98 139 815 698

Date	Description	Payee	Group	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
12/05/2025	Lot 54: Debt recovery 2nd Reminder Notice		None	(31.82)		Jnl		
12/05/2025	Owner invoice cancellation for lot: 54/86799		None	31.82		Jnl		
30/05/2025	Arrears Notice Stage 2 May 2025	Strata Life Pty Ltd	None	31.82	Paid	DE		000375
11/06/2025	Lot 54: Debt recovery Final Notice		None	(45.45)		Jnl		
11/06/2025	Owner invoice cancellation for lot: 54/86799		None	45.45		Jnl		
				51.82				
Admin--Management Fees - Schedule B 154001								
30/03/2025	Section 22 notice - Record and retain (S258 & S259	Strata Life Pty Ltd	None	40.00	Paid	DE		000346
30/03/2025	Section 22 notice - Record and retain (S258 & S259	Strata Life Pty Ltd	None	20.00	Paid	DE		000346
30/03/2025	Providing keys or authorising keys to occupant Mar	Strata Life Pty Ltd	None	27.27	Paid	DE		000346
30/03/2025	Accounting March 2025	Strata Life Pty Ltd	None	13.64	Paid	DE		000346
30/03/2025	Additional Services March 2025	Strata Life Pty Ltd	None	1,012.12	Paid	DE		000346
30/04/2025	Providing keys or authorising keys to occupant Apı	Strata Life Pty Ltd	None	27.27	Paid	DE		000358
30/04/2025	Providing keys or authorising keys to occupant Apı	Strata Life Pty Ltd	None	27.27	Paid	DE		000358
30/04/2025	Providing keys or authorising keys to occupant Apı	Strata Life Pty Ltd	None	27.27	Paid	DE		000358
30/04/2025	Accounting April 2025	Strata Life Pty Ltd	None	13.64	Paid	DE		000358
30/04/2025	Additional Services April 2025	Strata Life Pty Ltd	None	1,802.27	Paid	DE		000358
30/05/2025	Providing keys or authorising keys to occupant May	Strata Life Pty Ltd	None	27.27	Paid	DE		000375
30/05/2025	SCM - Strata Vote Admin fee for distribution May 2	Strata Life Pty Ltd	None	90.91	Paid	DE		000375
30/05/2025	Section 22 notice - Record and retain (S258 & S259	Strata Life Pty Ltd	None	100.00	Paid	DE		000375
30/05/2025	Section 22 notice - Record and retain (S258 & S259	Strata Life Pty Ltd	None	20.00	Paid	DE		000375
30/05/2025	Additional Services May 2025	Strata Life Pty Ltd	None	1,221.21	Paid	DE		000375
				4,470.14				
Admin--Management Fees--Standard 154000								
30/03/2025	Standard Management Fee March 2025	Strata Life Pty Ltd	None	1,268.75	Paid	DE		000346
30/04/2025	Standard Management Fee April 2025	Strata Life Pty Ltd	None	1,268.75	Paid	DE		000358
30/05/2025	Standard Management Fee May 2025	Strata Life Pty Ltd	None	1,268.75	Paid	DE		000375
				3,806.25				
Admin--Preparation of reports for taxation 154900								
30/03/2025	Strata Loan & Premium Funding - Monthly Reconcilia	Strata Life Pty Ltd	None	54.55	Paid	DE		000346
14/04/2025	Prep & lodge BAS of ITR for YE 30/6/2023 & '24	Economos	None	450.00	Paid	DE	2025660191	000353
30/04/2025	Preparation of Business Activity Statement April 2	Strata Life Pty Ltd	None	136.36	Paid	DE		000358
03/06/2025	Prepare and lodge BAS for quarter ended 31/3/25	Economos	None	125.00	Paid	DE	2025660787	000376
				765.91				
Admin--Status Certificate Fees Paid 156000								
30/04/2025	Status Certificate Fee April 2025	Strata Life Pty Ltd	None	109.00	Paid	DE		000358
08/05/2025	Lot 66: 3rd Access Visit Quantum Fire		None	(250.00)		Jnl		
				-141.00				
Insurance--Premiums 159100								
05/05/2025	Premium by funding 05/05/25 to 05/05/26		None	100,339.78		Jnl	19496	
				100,339.78				
Maint Bldg--Airconditioning 160000								
01/03/2025	Reversal: Accure 16000- Aircon bi- annual		None	(360.00)		Jnl	19264	
24/04/2025	Bi-Annual Maintenance	Summit Mechanical Services Pty Ltd	None	359.09	Paid	DE	3350	000356
				-0.91				
Maint Bldg--Building Management 161350								
03/03/2025	Building Mang - Mar 25	Agile Building Management Pty Ltd	None	4,833.33	Paid	DE	00913	000337
02/04/2025	Building Mang - Apr 25	Agile Building Management Pty Ltd	None	4,833.33	Paid	DE	00936	000348
02/05/2025	Building Mang - May 25	Agile Building Management Pty Ltd	None	5,026.67	Paid	DE	00958	000359
02/05/2025	Building Mang - Gardening Services Apr 25		None	2,400.00		Jnl	00944	

Detailed Expenses
for the financial year
from 01/03/2025 to 30/06/2025

The Owner's Corporation SP 86799 **2-4 Porter Street RYDE NSW 2112**
ABN: 98 139 815 698

Date	Description	Payee	Group	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
02/05/2025	Cancelled: Building Mang - Gardening Services Apr		None	(2,400.00)		Jnl	00944	
30/05/2025	Cleaning Services - May 25	Agile Building Management Pty Ltd	None	3,853.38	Paid	DE	00965	000373
11/06/2025	Building Mang - Jun 25	Agile Building Management Pty Ltd	None	5,026.67	Paid	DE	00979	000379
17/06/2025	Cleaning - Jun 25	Agile Building Management Pty Ltd	None	3,853.38	Paid	DE	00986	000383
27/06/2025	Building Mang - Jun 25	Agile Building Management Pty Ltd	None	2,000.00	Paid	DE	00987	000386
				29,426.76				
Maint Bldg--Cleaning 163000								
17/03/2025	Cleaning - Mar 25	Agile Building Management Pty Ltd	None	3,726.67	Paid	DE	00920	000341
14/04/2025	Cleaning - Apr 25	Agile Building Management Pty Ltd	None	3,726.67	Paid	DE	00943	000352
				7,453.34				
Maint Bldg--Electrical 164800								
27/06/2025	Electrical repairs - 14/6/25	All Style Electrical	None	1,370.00	Paid	DE	4647	000387
				1,370.00				
Maint Bldg--Fire Protection 165800								
27/03/2025	Fire Protection Maintenance - 1/4/25 - 30/6/25	Quantum Fire Protection	None	3,395.85	Paid	DE	7557	000345
08/04/2025	Fire Protection Maintenance - Mar 25	Quantum Fire Protection	None	750.00	Paid	DE	7642	000351
08/04/2025	Lot 23: 3rd Access Visit- Quantum Fire		None	(250.00)		Jnl		
08/04/2025	Owner invoice cancellation for lot: 23/86799		None	250.00		Jnl		
08/05/2025	Owner invoice cancellation for lot: 68/86799		None	250.00		Jnl		
08/05/2025	Lot 68: 3rd Access Visit Quantum Fire		None	(250.00)		Jnl		
23/05/2025	Annual Defect Report - Hydrant/Sprinkler Flow Test	Quantum Fire Protection	None	1,200.00	Paid	DE	7900	000371
02/06/2025	Door Repairs	Quantum Fire Protection	None	470.00	Paid	DE	7932	000381
11/06/2025	refund lot68- 3rd Access - Quantum Fireinv	Raymond Kwok Fan TSE (lot 68)	None	250.00	Paid	DE	000378	000378
20/06/2025	Fire Protection Maintenance - 1/7/25 - 30/9/25	Quantum Fire Protection	None	3,395.85	Paid	DE	7956	000385
20/06/2025	Fire Protection Maintenance - 28/5/25	Quantum Fire Protection	None	470.00	Paid	DE	7932	000385
20/06/2025	Heat Detector - 13/6/25	Quantum Fire Protection	None	255.00	Paid	DE	8054	000385
20/06/2025	Replace Smoke Alarms	Quantum Fire Protection	None	155.00	Paid	DE	8057	000385
20/06/2025	Annual Diesel Pump Service	Quantum Fire Protection	None	950.00	Paid	DE	01240	000385
				11,291.70				
Maint Bldg--Garage Doors 166600								
16/05/2025	Garage Door Service - 15/5/25	Auto Lift Garage Doors & Gates	None	150.00	Paid	DE	67929	000364
27/06/2025	Door Service - 12/6/25	Auto Lift Garage Doors & Gates	None	267.00	Paid	DE	69017	000388
				417.00				
Maint Bldg--Intercom 169600								
01/04/2025	Intercom Repairs - Card Reader	Tesnik	None	235.00	Paid	DE	22535	000349
09/05/2025	Unit 15 Intercom	Tesnik	None	285.00	Paid	DE	22721	000362
				520.00				
Maint Bldg--Lift 170200								
09/05/2025	Lift Maintenance - 1/6/25 - 31/8/25	GoingUp Elevators	None	3,004.27	Paid	DE	17422	000361
				3,004.27				
Maint Bldg--Lift--Telephone 170205								
02/05/2025	Lift Phone - 1/5/25	Lift Technologies (ANZ)	None	256.00	Paid	DE	38303	000360
				256.00				
Maint Bldg--Lock 170610								
09/04/2025	Lock Repairs - 18/3/25	Bells Locksmiths	None	55.00	Paid	DE	82857	000350
				55.00				
Maint Bldg--Pest/Vermin Control 172000								
16/05/2025	Pest Treatment - 9/5/25	Bugs Be Gone Pest Control	None	300.00	Paid	DE	65494	000365
				300.00				
Maint Bldg--Plumbing & Drainage 172200								
03/03/2025	Leak into unit 71	Watermark Plumbing & Drainage	None	757.81	Paid	DE	14525394	000338

Detailed Expenses
for the financial year
from 01/03/2025 to 30/06/2025

The Owner's Corporation SP 86799 **2-4 Porter Street RYDE NSW 2112**
ABN: 98 139 815 698

Date	Description	Payee	Group	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
03/03/2025	Unit 17 Sink/Partail Blockage	Watermark Plumbing & Drainage	None	760.00	Paid	DE	14525457	000338
10/03/2025	Programmed Maintenance - Bi Annual	D & N Plumbing Services	None	675.00	Paid	DE	55584	000339
16/05/2025	Test Pump	Watermark Plumbing & Drainage	None	480.00	Paid	DE	14525702	000368
10/06/2025	Lot 40: (Unit 53) Watermark Plumbing Invoice - Own		None	(568.00)		Jnl		
11/06/2025	Units hot water meters	Watermark Plumbing & Drainage	None	570.96	Paid	DE	14525773	000382
27/06/2025	Unit 53 Water Ingress	Watermark Plumbing & Drainage	None	568.00	Paid	DE	14525695	000389
27/06/2025	Backflow Testing	Watermark Plumbing & Drainage	None	820.00	Paid	DE	14525861	000389
				4,063.77				
Maint Grounds--Lawns & Gardening 178400								
01/03/2025	Reversal: 178400- accure feb lawn servive		None	(2,400.00)		Jnl	19268	
03/03/2025	Gardening Services - Feb 25	Agile Building Management Pty Ltd	None	1,920.00	Paid	DE	00899	000337
26/03/2025	Garden Service - Mar 25	Agile Building Management Pty Ltd	None	1,920.00	Paid	DE	00921	000343
02/05/2025	Building Mang - Gardening Services Apr 25	Agile Building Management Pty Ltd	None	2,400.00	Paid	DE	00944	000359
30/05/2025	Gardening Services - May 25	Agile Building Management Pty Ltd	None	2,500.00	Paid	DE	00966	000373
				6,340.00				
Mont109--Fire Safety Services 400120								
07/05/2025	Mechanical Services - Apr 25	A Plus Fire	None	980.00	Paid	DE	1739	000363
				980.00				
Utility--Electricity 190200								
01/03/2025	Reversal: 190200-accure Feb electriicty		None	(1,300.00)		Jnl	19270	
26/03/2025	Electricity Usage - 24/2/25 - 23/3/25	Origin Energy (130112)	None	2,892.03	Paid	BPAY	102329935	75
28/04/2025	Electricity Usage - 24/3/25 - 23/4/25	Origin Energy (130112)	None	1,320.38	Paid	BPAY	104291082	77
11/06/2025	Electricity Usage - 24/4/25 - 1/6/25	Origin Energy (130112)	None	2,695.17	Paid	BPAY	106347856	80
				5,607.58				
Utility--Water & Sewerage 191200								
20/03/2025	Progress Payment - Mar 25	Sydney Water	None	2,400.00	Paid	BPAY	20/3/25	76
09/05/2025	Water Usage - 6/2/25 - 7/5/25	Sydney Water	None	387.81	Paid	BPAY	28/5/25	78
				2,787.81				
			Total expenses	**191,739.81**				

Detailed Expenses
for the financial year
from 01/03/2025 to 30/06/2025

The Owner's Corporation SP 86799 **2-4 Porter Street RYDE NSW 2112**
ABN: 98 139 815 698

Capital Works Fund

Date	Description	Payee	Group	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
Maint Bldg--Consultants 264200								
19/03/2025	Regulated Design	CAD Draft	None	3,750.00	Paid	DE	000342	000342
19/03/2025	Hydraulic and Engineer Report Recommendation	Paro Consulting	None	600.00	Paid	DE	1977	000344
02/04/2025	location investigation	Matthew Brooke Pty ltd	None	1,200.00	Paid	DE	000347	000347
29/04/2025	Stage 3 Works	Forensic Engineering Australia	None	7,231.25	Paid	DE	1749	000355
13/05/2025	Hydraulic and Engineer Report Reccommendations	Rhm Consultants Pty Ltd	None	13,250.00	Paid	DE	00074423	000367
				26,031.25				
Maint Bldg--Doors & Windows 264600								
29/04/2025	Entrance Door	Wizard Glass	None	2,170.00	Paid	DE	3060	000357
				2,170.00				
Maint Bldg--Electrical 264800								
23/05/2025	Lift LED Lighting upgrade	GoingUp Elevators	None	960.00	Paid	DE	17399	000370
				960.00				
Maint Bldg--Fire Protection 265800								
12/03/2025	Door & Frame Replacement	Quantum Fire Protection	None	4,250.00	Paid	DE	7473	000340
21/03/2025	Diesel Pump Repairs	Quantum Fire Protection	None	780.00	Paid	DE	7514	000345
14/05/2025	Fire Protection Maintenance - 9/5/25	A Plus Fire	None	980.00	Paid	DE	1815	000369
21/05/2025	Building Regulations Consulting Services	AE&D Fire Pty Ltd	None	2,250.00	Paid	DE	00022753	000377
23/05/2025	Annual Defect Report - Extinguishers	Quantum Fire Protection	None	340.00	Paid	DE	7899	000371
				8,600.00				
Maint Bldg--General Repair/Replacement 267400								
11/04/2025	Roller door works	Jet Pro (Jet Pressure Cleaning)	None	380.00	Paid	DE	3060	000354
				380.00				
Maint Bldg--Locks,Keys & Card Keys 270600								
01/04/2025	Supply and Fobs Programmed	Tesnik	None	816.00	Paid	DE	22230	000349
				816.00				
Maint Bldg--Plumbing & Drainage 272200								
23/05/2025	Burst Pipe on outside wall unit 1	Watermark Plumbing & Drainage	None	3,098.11	Paid	DE	14525669	000372
				3,098.11				
Maint Bldg--Roof 272800								
11/06/2025	Rainwater head replacement	North Shore Roofing Solutions	None	1,700.00	Paid	DE	1058	000380
				1,700.00				
			Total expenses	**43,755.36**				

Where an invoice status is Paid and no payment number is displayed the payment has been made outside of the reporting period.

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227 Elizabeth Street
Sydney NSW 2000

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lannock.com.au

Date prepared
08 April 2025

Strata Funding Proposal

Prepared for
SP-86799
2-4 Porter Street
Ryde, NSW 2112

By
Kat Viciulis
kat@lannock.com.au
0432 091 786
T: 1300 851 585

Lannock
STRATA FINANCE

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Sydney NSW 2000

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08 April 2025

The Owners - SP-86799
2-4 Porter Street
Ryde, NSW 2112

c/- The Strata Life

Dear Lea

Thank you for your enquiry about a Lannock strata loan for **SP-86799**.

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

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

Loan Proposal for SP-86799	
Address	2-4 Porter Street, Ryde, NSW 2112
Property description	Residential strata scheme with 84 lots
Funding is required for	Fire Order, Remediation
Expected funding required	AU$300,000.00 to AU$700,000.00

Please advise us if the above information is not correct.

About our funding

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

Amount of credit

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

Lannock STRATA FINANCE

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Sydney NSW 2000

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Indicative variable interest rate and Principal & Interest repayments as at 08 April 2025:

Loan Amount	Comparison Rate p.a	Interest Rate	Full Payment Term	Interest Only Period	Monthly Payment (IO Period)	P&I Period	Monthly Payment (P&I Period)
$700,000.00	9.85%	9.75%	3 Yrs	N/A	N/A	3 Yrs	$22,504.96
$700,000.00	9.81%	9.75%	5 Yrs	N/A	N/A	5 Yrs	$14,786.97
$500,000.00	9.89%	9.75%	3 Yrs	N/A	N/A	3 Yrs	$16,074.97
$500,000.00	9.84%	9.75%	5 Yrs	N/A	N/A	5 Yrs	$10,562.12
$300,000.00	9.98%	9.75%	3 Yrs	N/A	N/A	3 Yrs	$9,644.98
$300,000.00	9.89%	9.75%	5 Yrs	N/A	N/A	5 Yrs	$6,337.27

Fees & Charges					
Approval fee:	$1,000.00	Establishment fee:	$0.00	Line fee:	$0.00
Settlement fee:	$0.00	Early payment fee:	$0.00	Dishonours, defaults, arrears, etc.	As per the Facility Agreement

Drawings (Advances)

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

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

You have the flexibility with each Advance to specify:

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

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

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

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

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

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Sydney NSW 2000

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Next Steps

1. Invite us to discuss this proposal and the attributes of a loan compared to a special levy, with you and your owners
2. Contact Lannock for a Facility Agreement and the motions to be included in the notice of your General Meeting
3. Table and approve the Facility Agreement at a General Meeting (which we are happy to attend if able)

I look forward to working with you on this project.

Yours sincerely

Kat Viciulis
BDM - NSW/ACT
0432 091 786
kat@lannock.com.au

STRATA PLAN 86799

Financial Statement

For the Year Ended 28 February 2025

North Shore
Level 1, 2-4 Porter St
Ryde NSW 2112
Northern Beaches
21 Lawrence St
Freshwater NSW 2096
(02) 9809 9966
contact@frederickfix.com.au
www.frederickfix.com.au
ABN: 21 621 048 946

Balance Sheet
As at 28/02/2025

The Owner's Corporation SP 86799 — 2-4 Porter Street, RYDE NSW 2112

	Note	Current period
Owners' funds		
Administrative Fund		
Operating Surplus/Deficit--Admin		(50,858.73)
Owners Equity--Admin		(4,809.19)
	1(e)	(55,667.92)
Capital Works Fund		
Operating Surplus/Deficit--Capital Works		130,556.96
Owners Equity--Capital Works		(49,234.48)
		81,322.48
Net owners' funds		$25,654.56
Represented by:		
Assets		
Administrative Fund		
Cash at Bank--Admin		4,320.21
Receivable--Levies--Admin		3,919.55
Receivable--Owners--Admin		1,401.38
		9,641.14
Capital Works Fund		
Cash at Bank--Capital Works		73,057.38
Receivable--Levies (Special)--Capital Works		2,251.82
		75,309.20
Unallocated Money		
Cash at Bank--Unallocated		1,416.71
		1,416.71
Total assets		86,367.05
Less liabilities		
Administrative Fund		
Accrued Expenses--Admin	2	4,060.00
Creditor--GST--Admin		(1,180.14)
Creditors--Other--Admin	3	(240.00)
Deposits Received--Keys--Admin	4	4,845.46
Prepaid Levies--Admin		57,823.74
		65,309.06
Capital Works Fund		
Creditor--GST--Capital Works		(6,013.28)
		(6,013.28)
Unallocated Money		
Prepaid Levies--Unallocated		1,416.71
		1,416.71
Total liabilities		60,712.49
Net assets		$25,654.56

North Shore
Level 1, 2-4 Porter St
Ryde NSW 2112
Northern Beaches
21 Lawrence St
Freshwater NSW 2096
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www.stratalife.com.au
ABN: 21 621 048 946

Income & Expense Report for the financial year to 28/02/2025

The Owner's Corporation SP 86799 — 2-4 Porter Street, RYDE NSW 2112

Administrative Fund

	Current period 01/03/2024-28/02/2025	Annual budget 01/03/2024-28/02/2025	Previous year 01/03/2023-29/02/2024
Revenue			
Interest on Arrears--Admin	1,344.19	0.00	562.15
Key & Swipe Card	3,110.25	0.00	0.00
Levies Due--Admin	284,020.34	313,182.00	205,463.14
Status Certificate Fees	872.00	0.00	1,798.00
Total revenue	289,346.78	313,182.00	207,823.29
Less expenses			
Admin--Accounting	468.24	0.00	0.00
Admin--Agent Disbursements	2,603.46	2,730.00	2,583.95
Admin--Agent Disburst-- Work Orders/Quote Requests	1,912.74	2,000.00	2,405.44
Admin--Auditors--Audit Services	1,299.09	750.00	0.00
Admin--Bank Charges--Account Fees	45.40	40.00	37.60
Admin--Bank Charges--With GST	250.92	250.00	247.52
Admin--Legal & Debt Collection Fees	959.69	0.00	(200.43)
Admin--Management Fees - Schedule B	13,850.34	8,000.00	10,316.23
Admin--Management Fees--Standard	15,043.77	15,000.00	14,212.13
Admin--Preparation of reports for taxation	1,306.80	1,200.00	1,345.45
Admin--Registration/License/Permit Fees	306.55	300.00	631.82
Admin--Status Certificate Fees Paid	872.00	0.00	1,798.00
Insurance--Premiums	68,633.89	68,000.00	45,390.32
Insurance--Valuation	0.00	0.00	600.00
Maint Bldg--Airconditioning	1,461.29	800.00	0.00
Maint Bldg--Building Management	55,703.06	58,000.00	13,822.00
Maint Bldg--Car Park	299.09	300.00	0.00
Maint Bldg--Cleaning	40,570.70	0.00	1,700.00
Maint Bldg--Cleaning & Lawns	0.00	53,800.00	41,708.50
Maint Bldg--Cleaning--Pressure	2,190.00	0.00	0.00
Maint Bldg--Doors & Windows	360.00	500.00	1,700.00
Maint Bldg--Electrical	0.00	500.00	805.00
Maint Bldg--Electrical Lamps & Tubes	0.00	500.00	0.00
Maint Bldg--Fire Protection	19,700.30	14,000.00	16,617.39
Maint Bldg--Fire Protection--Monitoring	1,600.00	0.00	0.00
Maint Bldg--Garage Door--Remote controls	0.00	0.00	386.20
Maint Bldg--Garage Doors	717.00	1,500.00	1,322.00
Maint Bldg--General Repairs	1,628.18	3,000.00	2,130.00
Maint Bldg--Hot Water Service	1,930.00	2,000.00	1,896.05
Maint Bldg--Intercom	860.00	500.00	560.00

Administrative Fund

	Current period 01/03/2024-28/02/2025	Annual budget 01/03/2024-28/02/2025	Previous year 01/03/2023-29/02/2024
Maint Bldg--Keys & Card Keys	2,200.46	500.00	460.24
Maint Bldg--Lift	13,434.90	12,000.00	15,268.56
Maint Bldg--Lift--Registration Fees	0.00	250.00	217.19
Maint Bldg--Lift--Telephone	1,024.00	1,100.00	1,485.00
Maint Bldg--Lock	1,775.00	0.00	0.00
Maint Bldg--Pest/Vermin Control	1,313.64	500.00	0.00
Maint Bldg--Plumbing & Drainage	7,245.50	10,000.00	10,510.35
Maint Bldg--Pumps	367.50	800.00	1,593.86
Maint Grounds--Fencing--Boundary	0.00	0.00	400.00
Maint Grounds--Irrigation Systems	198.00	0.00	0.00
Maint Grounds--Lawns & Gardening	23,260.00	0.00	0.00
Utility--Electricity	19,711.78	17,000.00	17,826.12
Utility--Water & Sewerage	35,102.22	50,000.00	45,220.80
Total expenses	340,205.51	325,820.00	254,997.29
Surplus/Deficit	(50,858.73)	(12,638.00)	(47,174.00)
Opening balance	(4,809.19)	(4,809.19)	42,364.81
Closing balance	-$55,667.92	-$17,447.19	-$4,809.19

Capital Works Fund

	Current period 01/03/2024-28/02/2025	Annual budget 01/03/2024-28/02/2025	Previous year 01/03/2023-29/02/2024
Revenue			
Interest on Arrears--Capital Works	769.92	0.00	249.55
Levies Due (Special)--Capital Works	249,999.41	200,000.00	90,908.81
Levies Due--Capital Works	11,990.73	0.00	32,036.72
Total revenue	262,760.06	200,000.00	123,195.08
Less expenses			
Admin--Legal Fees	1,040.33	0.00	0.00
Maint Bldg--Building Rectification	0.00	20,000.00	0.00
Maint Bldg--Consultants	30,769.50	60,000.00	1,860.00
Maint Bldg--Doors & Windows	1,552.56	15,000.00	7,660.00
Maint Bldg--Electrical	11,993.00	0.00	0.00
Maint Bldg--Exhast/Ventilation Systems	2,390.11	0.00	0.00
Maint Bldg--Fire Protection	33,008.97	35,000.00	84,340.91
Maint Bldg--Garage Doors	1,750.00	5,000.00	3,250.00
Maint Bldg--General Repair/Replacement	11,939.85	5,000.00	11,225.00
Maint Bldg--Hot Water Service	6,278.40	0.00	6,100.00
Maint Bldg--Intercom	771.00	0.00	0.00
Maint Bldg--Lift--Refurbishment/Upgrading	1,056.00	0.00	1,426.00
Maint Bldg--Locks,Keys & Card Keys	0.00	0.00	584.52
Maint Bldg--Painting & Surface Finishes	3,818.18	0.00	0.00
Maint Bldg--Plumbing & Drainage	14,886.32	5,000.00	6,558.74
Maint Bldg--Pumps	0.00	0.00	5,796.39
Maint Bldg--Signs & Notice Boards	609.09	0.00	0.00
Maint Bldg--Special Levy Expense-CW	1,060.29	0.00	0.00
Maint Bldg--Structural Rectification	6,011.31	40,000.00	0.00
Maint Bldg--Waterproofing	1,718.19	0.00	0.00
Maint Grounds--Driveways/Roads/Paths	0.00	0.00	6,480.00
Maint Grounds--Landscaping	1,550.00	0.00	0.00
Total expenses	132,203.10	185,000.00	135,281.56
Surplus/Deficit	130,556.96	15,000.00	(12,086.48)
Opening balance	(49,234.48)	(49,234.48)	(37,148.00)
Closing balance	$81,322.48	-$34,234.48	-$49,234.48

Strata Plan 86799

Notes to the Financial Statement
For the Year Ended 28 February 2025

1 Summary of Significant Accounting Policies

General Information

This financial report covers Strata Scheme 86799 (the "scheme") as an individual entity. The strata committee of the scheme have determined that the Plan is not a reporting entity.

Basis of Preparation

The financial report is a special purpose financial report that has been prepared in order to satisfy the financial reporting requirements of *Strata Schemes Management Act 2015*.

The financial report has been prepared from the records of the strata title. The following material accounting policies, which are consistent with the previous period unless otherwise stated, have been adopted in the preparation of this financial report.

(a) Cash

Cash include deposits held at call with banks.

(b) Revenue and Expenditure

Revenue is measured at the fair value of the consideration received or receivable. Levies due and receivable are accounted for under the accrual basis of accounting.

Any other income and all expenditure is accounted for on a cash basis and is brought to account when the income is received or the expense is paid, except otherwise stated.

(c) Income Taxes

Where applicable, income tax expense will be shown in the Statement of Financial Performance.

Income tax is payable on non-mutual income. Where income is derived from using common property, the individual lot owners are assessed under Tax Ruling TR2015/3.

(d) Goods and Services Tax (GST)

The strata accounts for GST are on a cash basis, revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office. In these circumstances the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense. Receivables and payables in the Statement of Financial Position are shown inclusive of GST.

Strata Plan 86799

Notes to the Financial Statement
For the Year Ended 28 February 2025

(e) Deficit for the year

As at year end, the total funds are in deficit amounting to $55,667.92.

The 'Act' allows for loans between funds, but not for a period greater than 3 months. Strata Schemes Management Act 2015 - Section 76 Part (2) states that "The Owner's Corporation must, not later than 3 months after the transfer or use, determine the amount to be levied as a contribution to the fund from which the transfer or use was made to reimburse the amounts paid from the fund.

Section 79 Part (3) requires that "When estimating amounts needed to be credited to the administrative fund or the capital works fund, the Owners Corporation must have before it, and take into account, a statement of the existing financial situation of the strata scheme and an estimate of receipts and payments."

When the budget is being considered by the Owners Corporation at the next Annual General Meeting, the Administrative Fund should be brought back into surplus by increasing the annual budget for the fund in deficit to cover both the anticipated expenditure for the financial year plus the deficit brought forward from the previous year.

2 Accrued Expenses	**$4,060.00**
Air Con Bi-Annual Maintenance	360.00
Electricity – Feb 2025	1,300.00
Lawn Service – Feb 2025	2,400.00

3 Creditors - Other	**$(240.00)**
Strata Life	(240.00)

4 Deposits Received - Keys **$4,845.46**

This account represents amounts reported in the handover accounts to Strata Life dated 15 November 2022. It will be investigated and any adjustments accounted for in the new financial year.

Economos Strata Services Pty Ltd
+61 2 9266 2200
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PO Box Q285
QVB Post Office
Sydney NSW 1230

INDEPENDENT AUDITOR'S REPORT
TO THE OWNERS OF STRATA PLAN 86799

Report on the Audit of Financial Report

Opinion

We have audited the accompanying financial report, being a special purpose financial report of Strata Plan 86799 for the year ended 28 February 2025 comprising the Statement of Financial Position and Statement of Financial Performance in respect of the Administrative Fund Account and Capital Works Fund Account for the year then ended and a summary of significant accounting policies and other explanatory information.

In our opinion the financial report presents fairly, in all material respects, the financial position of Strata Plan 86799 as at 28 February 2025 and of its performance for the year then ended in accordance with the *Strata Schemes Management Act 2015* and the basis of accounting policies described in Note 1.

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Report section of our report. We are independent of Strata Plan 86799 and Strata Life Pty Limited in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (the "Code") that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

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

Emphasis of Matter

We draw attention to Note 1 (e) to the financial statements which describe the reported deficit as at 28 February 2025. Our opinion is not qualified in respect of this matter.

Our liability is limited by a scheme approved under professional standards legislation

Economos Strata Services Pty Ltd
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economos.com.au
PO Box Q285
QVB Post Office
Sydney NSW 1230

The Responsibility of the Owners' Corporation and Managing Agent for the Financial Report

The Owner's Corporation and Managing Agents (Strata Life Pty Limited) are responsible for the preparation and fair presentation of the financial report and have determined that the accounting policies described in Note 1 to the financial report are appropriate to meet the requirements of the *Strata Schemes Management Act 2015* and are appropriate to meet the needs of the owners of Strata Plan 86799. The Owner's Corporation and Managing Agents responsibility also includes designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the Owner's Corporation and Managing Agents are responsible for assessing the ability of the Strata Plan 86799 to continue as a going concern, disclosing as applicable matters related to the going concern and using the going concern basis of accounting

Auditor's Responsibilities for the Audit of the Financial Report

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

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

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by responsible entities.

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Auditor's Responsibilities for the Audit of the Financial Report (continued)

- Conclude on the appropriateness of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Strata Plan 86799 ability to continue as a going concern. If we conclude that a material uncertainty exists, or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Strata Plan 86799 to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

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

ECONOMOS STRATA SERVICES PTY LTD



G T VENARDOS
Registered Company Auditor
Dated in Sydney, this 17th day of April 2025

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Level 1, 3/45-47 Hunter St
Hornsby NSW 2077
Northern Beaches
21 Lawrence St
Freshwater NSW 2096
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Levy Positions - Complete
for the financial year to 28/02/2025

The Owner's Corporation SP 86799 — 2-4 Porter Street, RYDE NSW 2112

Administrative Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
1	9	31/05/2025	4,618.74	4,618.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	419.89
2	10	31/05/2025	4,557.58	5,813.96	0.00	1,256.38	0.00	0.00	0.00	0.00	0.00	0.00	414.34
3	11	31/05/2025	3,639.92	4,643.33	0.00	1,003.41	0.00	0.00	0.00	0.00	0.00	0.00	330.90
4	12	31/05/2025	3,792.86	4,838.43	0.00	1,045.57	0.00	0.00	0.00	0.00	0.00	0.00	344.80
5	13	28/02/2025	4,557.58	4,557.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	414.34
6	14	31/05/2025	4,496.38	5,735.89	0.00	1,239.51	0.00	0.00	0.00	0.00	0.00	0.00	408.75
7	15	28/02/2025	3,884.63	3,884.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.73	353.14
8	8	31/05/2025	4,404.64	5,618.86	0.00	1,214.22	0.00	0.00	0.00	0.00	0.00	0.00	400.41
9	17	31/05/2025	4,649.32	5,930.99	0.00	1,281.67	0.00	0.00	0.00	0.00	0.00	0.00	422.68
10	18	31/05/2025	4,404.64	5,618.86	0.00	1,214.22	0.00	0.00	0.00	0.00	0.00	0.00	400.41
11	19	31/05/2025	3,670.53	4,682.38	0.00	1,011.85	0.00	0.00	0.00	0.00	0.00	15.87	333.70
12	20	31/05/2025	3,823.47	4,877.48	0.00	1,054.01	0.00	0.00	0.00	0.00	0.00	0.00	347.59
13	21	28/02/2025	4,404.64	4,406.30	0.00	1.66	0.00	0.00	0.00	0.00	0.00	36.06	400.41
14	22	31/05/2025	4,526.97	4,526.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.66	411.55
15	23	28/02/2025	3,915.22	4,709.58	0.00	794.36	0.00	0.00	0.00	0.00	0.00	5.06	355.93
16	16	31/05/2025	4,404.64	5,618.86	0.00	1,214.22	0.00	0.00	0.00	0.00	0.00	0.00	400.41
17	25	31/05/2025	4,679.90	5,970.00	0.00	1,290.10	0.00	0.00	0.00	0.00	0.00	0.00	425.44
18	26	31/05/2025	4,649.32	5,930.99	0.00	1,281.67	0.00	0.00	0.00	0.00	0.00	86.18	422.68
19	27	31/05/2025	3,701.12	4,721.40	0.00	1,020.28	0.00	0.00	0.00	0.00	0.00	0.00	336.46
20	28	31/05/2025	3,884.63	4,955.50	0.00	1,070.87	0.00	0.00	0.00	0.00	0.00	0.00	353.14

Administrative Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
21	29	31/05/2025	4,649.32	5,930.99	0.00	1,281.67	0.00	0.00	0.00	0.00	0.00	0.00	422.68
22	30	31/05/2025	4,557.58	4,557.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	414.34
23	31	31/05/2025	3,456.40	4,409.22	0.00	952.82	0.00	0.00	0.00	0.00	0.00	13.05	314.22
24	24	31/05/2025	4,526.97	5,774.91	0.00	1,247.94	0.00	0.00	0.00	0.00	0.00	15.04	411.55
25	33	31/05/2025	4,741.10	4,725.70	15.40	0.00	0.00	0.00	0.00	0.00	0.00	15.40	431.02
26	34	31/05/2025	4,710.52	6,009.06	0.00	1,298.54	0.00	0.00	0.00	0.00	0.00	0.00	428.23
27	35	31/05/2025	3,731.70	3,731.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.34	339.25
28	36	31/05/2025	3,915.22	3,915.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	355.93
29	37	31/05/2025	4,710.52	6,009.06	0.00	1,298.54	0.00	0.00	0.00	0.00	0.00	0.00	428.23
30	38	31/05/2025	4,618.74	5,891.98	0.00	1,273.24	0.00	0.00	0.00	0.00	0.00	16.06	419.89
31	39	31/05/2025	3,976.41	5,072.58	0.00	1,096.17	0.00	0.00	0.00	0.00	0.00	0.00	361.49
32	32	31/05/2025	4,588.16	4,588.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	417.10
33	42	31/05/2025	6,331.67	8,077.11	0.00	1,745.44	0.00	0.00	0.00	0.00	0.00	0.00	575.62
34	43	28/02/2025	6,331.67	6,331.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.41	575.62
35	40	31/05/2025	6,301.06	8,038.06	0.00	1,737.00	0.00	0.00	0.00	0.00	0.00	56.27	572.83
36	49	31/05/2025	4,496.38	5,735.89	0.00	1,239.51	0.00	0.00	0.00	0.00	0.00	0.00	408.75
37	50	31/05/2025	4,496.38	5,735.89	0.00	1,239.51	0.00	0.00	0.00	0.00	0.00	0.00	408.75
38	51	31/05/2025	4,557.58	5,813.96	0.00	1,256.38	0.00	0.00	0.00	0.00	0.00	41.31	414.34
39	52	31/05/2025	3,639.92	4,643.33	0.00	1,003.41	0.00	0.00	0.00	0.00	0.00	0.00	330.90
40	53	31/05/2025	4,374.03	5,579.81	0.00	1,205.78	0.00	0.00	0.00	0.00	0.00	0.00	397.65
41	54	31/05/2025	4,526.97	4,526.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	411.55
42	55	31/05/2025	4,526.97	5,774.91	0.00	1,247.94	0.00	0.00	0.00	0.00	0.00	0.00	411.55
43	56	31/05/2025	4,588.16	5,852.97	0.00	1,264.81	0.00	0.00	0.00	0.00	0.00	47.10	417.10
44	57	31/05/2025	3,670.53	4,682.38	0.00	1,011.85	0.00	0.00	0.00	0.00	0.00	0.00	333.70
45	58	31/05/2025	4,374.03	4,374.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	397.65
46	59	28/02/2025	4,588.16	4,588.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	417.10

Administrative Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
47	60	28/02/2025	4,588.16	4,590.24	0.00	2.08	0.00	0.00	0.00	0.00	0.00	29.07	417.10
48	61	31/05/2025	4,649.32	5,930.99	0.00	1,281.67	0.00	0.00	0.00	0.00	0.00	27.74	422.68
49	62	31/05/2025	3,701.12	3,701.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.92	336.46
50	63	31/05/2025	4,404.64	4,404.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.41
51	64	31/05/2025	4,649.32	5,930.99	0.00	1,281.67	0.00	0.00	0.00	0.00	0.00	0.00	422.68
52	65	31/05/2025	4,649.32	5,930.99	0.00	1,281.67	0.00	0.00	0.00	0.00	0.00	193.82	422.68
53	66	31/05/2025	4,710.52	6,009.06	0.00	1,298.54	0.00	0.00	0.00	0.00	0.00	0.00	428.23
54	67	28/02/2025	3,731.70	3,731.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	339.25
55	68	31/05/2025	4,404.64	5,618.86	0.00	1,214.22	0.00	0.00	0.00	0.00	0.00	0.00	400.41
56	69	31/05/2025	6,331.67	8,077.11	0.00	1,745.44	0.00	0.00	0.00	0.00	0.00	0.00	575.62
57	70	31/05/2025	6,331.67	8,077.11	0.00	1,745.44	0.00	0.00	0.00	0.00	0.00	0.00	575.62
58	5	31/05/2025	3,486.98	4,448.23	0.00	961.25	0.00	0.00	0.00	0.00	0.00	0.00	317.01
59	6	31/05/2025	3,486.98	4,448.23	0.00	961.25	0.00	0.00	0.00	0.00	0.00	17.86	317.01
60	7	28/02/2025	4,282.28	4,282.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.15	389.31
61	1	31/05/2025	4,496.38	5,735.89	0.00	1,239.51	0.00	0.00	0.00	0.00	0.00	0.00	408.75
62	2	31/08/2024	2,967.01	1,971.93	995.08	0.00	0.00	0.00	0.00	0.00	2.17	89.79	269.74
63	3	31/05/2025	4,404.64	4,404.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.58	400.41
64	4	31/05/2025	5,566.95	7,101.58	0.00	1,534.63	0.00	0.00	0.00	0.00	0.00	0.00	506.08
65	45	31/05/2025	3,731.70	4,675.10	0.00	943.40	0.00	0.00	0.00	0.00	0.00	14.11	339.25
66	46	31/05/2024	3,517.60	608.53	2,909.07	0.00	0.00	0.00	0.00	0.00	143.72	505.64	319.77
67	47	31/05/2025	5,505.79	7,023.56	0.00	1,517.77	0.00	0.00	0.00	0.00	0.00	0.00	500.53
68	48	31/05/2025	4,404.64	5,618.86	0.00	1,214.22	0.00	0.00	0.00	0.00	0.00	0.00	400.41
69	Shop 71	31/05/2025	2,049.38	2,614.33	0.00	564.95	0.00	0.00	0.00	0.00	0.00	0.00	186.31
70	Shop 44	31/05/2025	2,049.38	2,614.33	0.00	564.95	0.00	0.00	0.00	0.00	0.00	0.00	186.31
71	41	31/05/2025	6,270.47	6,270.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	570.03
72	72	31/05/2025	30.58	39.01	0.00	8.43	0.00	0.00	0.00	0.00	0.00	0.00	2.79

Administrative Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
73	73	28/02/2025	30.58	30.91	0.00	0.33	0.00	0.00	0.00	0.00	0.00	0.88	2.79
74	74	31/05/2025	30.58	39.01	0.00	8.43	0.00	0.00	0.00	0.00	0.00	0.00	2.79
75	75	31/05/2025	30.58	39.01	0.00	8.43	0.00	0.00	0.00	0.00	0.00	0.00	2.79
76	76	31/05/2025	30.58	39.01	0.00	8.43	0.00	0.00	0.00	0.00	0.00	0.00	2.79
77	77	31/05/2025	30.58	30.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.79
78	78	31/05/2025	30.58	39.01	0.00	8.43	0.00	0.00	0.00	0.00	0.00	0.00	2.79
79	79	31/05/2025	30.58	39.01	0.00	8.43	0.00	0.00	0.00	0.00	0.00	0.00	2.79
80	80	31/05/2025	30.58	39.01	0.00	8.43	0.00	0.00	0.00	0.00	0.00	0.00	2.79
81	81	31/05/2025	30.58	30.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.21	2.79
82	82	31/05/2025	30.58	39.01	0.00	8.43	0.00	0.00	0.00	0.00	0.00	0.00	2.79
83	83	31/05/2025	30.58	39.01	0.00	8.43	0.00	0.00	0.00	0.00	0.00	0.00	2.79
84	84	28/02/2025	30.58	30.91	0.00	0.33	0.00	0.00	0.00	0.00	0.00	0.88	2.79
			312,422.68	366,326.87	3,919.55	57,823.74	0.00	0.00	0.00	0.00	145.89	1,344.19	28,402.34
		Due Excl. GST	284,020.34				0.00						

Capital Works Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
1	9	15/08/2024	194.99	194.99	0.00	0.00	4,065.49	4,065.49	0.00	0.00	0.00	0.00	387.33
2	10	15/08/2024	192.41	192.41	0.00	0.00	4,011.65	4,011.65	0.00	0.00	0.00	0.00	382.19
3	11	15/08/2024	153.67	153.67	0.00	0.00	3,203.94	3,203.94	0.00	0.00	0.00	0.00	305.25
4	12	15/08/2024	160.13	160.13	0.00	0.00	3,338.56	3,338.56	0.00	0.00	0.00	0.00	318.07
5	13	15/08/2024	192.41	192.41	0.00	0.00	4,011.65	4,011.65	0.00	0.00	0.00	0.00	382.19
6	14	15/08/2024	189.83	189.83	0.00	0.00	3,957.80	3,957.80	0.00	0.00	0.00	0.00	377.07
7	15	15/08/2024	164.00	164.00	0.00	0.00	3,419.32	3,419.32	0.00	0.00	0.00	0.00	325.77
8	8	15/08/2024	185.95	185.95	0.00	0.00	3,877.03	3,877.03	0.00	0.00	0.00	0.00	369.36
9	17	15/08/2024	196.29	196.29	0.00	0.00	4,092.42	4,092.42	0.00	0.00	0.00	0.00	389.89
10	18	15/08/2024	185.95	185.95	0.00	0.00	3,877.03	3,877.03	0.00	0.00	0.00	0.00	369.36
11	19	15/08/2024	154.96	154.96	0.00	0.00	3,230.86	3,230.86	0.00	0.00	0.00	3.17	307.81
12	20	15/08/2024	161.42	161.42	0.00	0.00	3,365.48	3,365.48	0.00	0.00	0.00	0.00	320.63
13	21	15/08/2024	185.95	185.95	0.00	0.00	3,877.03	3,877.03	0.00	0.00	0.00	16.24	369.36
14	22	15/08/2024	191.12	191.12	0.00	0.00	3,984.72	3,984.72	0.00	0.00	0.00	15.76	379.62
15	23	15/08/2024	165.29	165.29	0.00	0.00	3,446.25	3,446.25	0.00	0.00	0.00	13.73	328.33
16	16	15/08/2024	185.95	185.95	0.00	0.00	3,877.03	3,877.03	0.00	0.00	0.00	0.00	369.36
17	25	15/08/2024	197.58	197.58	0.00	0.00	4,119.34	4,119.34	0.00	0.00	0.00	0.00	392.45
18	26	15/08/2024	196.29	196.29	0.00	0.00	4,092.42	4,092.42	0.00	0.00	0.00	37.06	389.89
19	27	15/08/2024	156.25	156.25	0.00	0.00	3,257.79	3,257.79	0.00	0.00	0.00	0.00	310.37
20	28	15/08/2024	164.00	164.00	0.00	0.00	3,419.32	3,419.32	0.00	0.00	0.00	0.00	325.77
21	29	15/08/2024	196.29	196.29	0.00	0.00	4,092.42	4,092.42	0.00	0.00	0.00	0.00	389.89
22	30	15/08/2024	192.41	192.41	0.00	0.00	4,011.65	4,011.65	0.00	0.00	0.00	0.00	382.19
23	31	15/08/2024	145.92	145.92	0.00	0.00	3,042.38	3,042.38	0.00	0.00	0.00	2.82	289.84
24	24	15/08/2024	191.12	191.12	0.00	0.00	3,984.72	3,984.72	0.00	0.00	0.00	0.00	379.62
25	33	15/08/2024	200.16	200.16	0.00	0.00	4,173.18	4,173.18	0.00	0.00	0.00	0.00	397.59
26	34	15/08/2024	198.87	198.87	0.00	0.00	4,146.26	4,146.26	0.00	0.00	0.00	0.00	395.02
27	35	15/08/2024	157.54	157.54	0.00	0.00	3,284.71	3,284.71	0.00	0.00	0.00	20.94	312.94

Capital Works Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
28	36	15/08/2024	165.29	165.29	0.00	0.00	3,446.25	3,446.25	0.00	0.00	0.00	0.00	328.33
29	37	15/08/2024	198.87	198.87	0.00	0.00	4,146.26	4,146.26	0.00	0.00	0.00	0.00	395.02
30	38	15/08/2024	194.99	194.99	0.00	0.00	4,065.49	4,065.49	0.00	0.00	0.00	3.54	387.33
31	39	15/08/2024	167.88	167.88	0.00	0.00	3,500.09	3,500.09	0.00	0.00	0.00	0.00	333.46
32	32	15/08/2024	193.70	193.70	0.00	0.00	4,038.57	4,038.57	0.00	0.00	0.00	0.00	384.76
33	42	15/08/2024	267.31	267.31	0.00	0.00	5,573.23	5,573.23	0.00	0.00	0.00	0.00	530.96
34	43	15/08/2024	267.31	267.31	0.00	0.00	5,573.23	5,573.23	0.00	0.00	0.00	0.79	530.96
35	40	15/08/2024	266.02	266.02	0.00	0.00	5,546.31	5,546.31	0.00	0.00	0.00	26.62	528.39
36	49	15/08/2024	189.83	189.83	0.00	0.00	3,957.80	3,957.80	0.00	0.00	0.00	0.00	377.07
37	50	15/08/2024	189.83	189.83	0.00	0.00	3,957.80	3,957.80	0.00	0.00	0.00	0.00	377.07
38	51	15/08/2024	192.41	192.41	0.00	0.00	4,011.65	4,011.65	0.00	0.00	0.00	54.75	382.19
39	52	15/08/2024	153.67	153.67	0.00	0.00	3,203.94	3,203.94	0.00	0.00	0.00	0.00	305.25
40	53	15/08/2024	184.66	184.66	0.00	0.00	3,850.11	3,850.11	0.00	0.00	0.00	0.00	366.81
41	54	15/08/2024	191.12	191.12	0.00	0.00	3,984.72	3,984.72	0.00	0.00	0.00	0.00	379.62
42	55	15/08/2024	191.12	191.12	0.00	0.00	3,984.72	3,984.72	0.00	0.00	0.00	0.00	379.62
43	56	15/08/2024	193.70	193.70	0.00	0.00	4,038.57	4,038.57	0.00	0.00	0.00	23.34	384.76
44	57	15/08/2024	154.96	154.96	0.00	0.00	3,230.86	3,230.86	0.00	0.00	0.00	0.00	307.81
45	58	15/08/2024	184.66	184.66	0.00	0.00	3,850.11	3,850.11	0.00	0.00	0.00	0.00	366.81
46	59	15/08/2024	193.70	193.70	0.00	0.00	4,038.57	4,038.57	0.00	0.00	0.00	0.00	384.76
47	60	15/08/2024	193.70	193.70	0.00	0.00	4,038.57	4,038.57	0.00	0.00	0.00	22.93	384.76
48	61	15/08/2024	196.29	196.29	0.00	0.00	4,092.42	4,092.42	0.00	0.00	0.00	5.43	389.89
49	62	15/08/2024	156.25	156.25	0.00	0.00	3,257.79	3,257.79	0.00	0.00	0.00	13.63	310.37
50	63	15/08/2024	185.95	185.95	0.00	0.00	3,877.03	3,877.03	0.00	0.00	0.00	0.00	369.36
51	64	15/08/2024	196.29	196.29	0.00	0.00	4,092.42	4,092.42	0.00	0.00	0.00	0.00	389.89
52	65	15/08/2024	196.29	196.29	0.00	0.00	4,092.42	4,092.42	0.00	0.00	0.00	180.94	389.89
53	66	15/08/2024	198.87	198.87	0.00	0.00	4,146.26	4,146.26	0.00	0.00	0.00	0.00	395.02

Capital Works Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
54	67	15/08/2024	157.54	157.54	0.00	0.00	3,284.71	3,284.71	0.00	0.00	0.00	0.00	312.94
55	68	15/08/2024	185.95	185.95	0.00	0.00	3,877.03	3,877.03	0.00	0.00	0.00	0.00	369.36
56	69	15/08/2024	267.31	267.31	0.00	0.00	5,573.23	5,573.23	0.00	0.00	0.00	0.00	530.96
57	70	15/08/2024	267.31	267.31	0.00	0.00	5,573.23	5,573.23	0.00	0.00	0.00	0.00	530.96
58	5	15/08/2024	147.21	147.21	0.00	0.00	3,069.33	3,069.33	0.00	0.00	0.00	11.85	292.42
59	6	15/08/2024	147.21	147.21	0.00	0.00	3,069.33	3,069.33	0.00	0.00	0.00	25.69	292.42
60	7	15/08/2024	180.79	180.79	0.00	0.00	3,769.34	3,769.34	0.00	0.00	0.00	35.82	359.11
61	1	15/08/2024	189.83	189.83	0.00	0.00	3,957.80	3,957.80	0.00	0.00	0.00	0.00	377.07
62	2	15/08/2024	125.26	125.26	0.00	0.00	2,611.62	2,611.62	0.00	0.00	0.00	84.57	248.80
63	3	15/08/2024	185.95	185.95	0.00	0.00	3,877.03	3,877.03	0.00	0.00	0.00	30.31	369.36
64	4	15/08/2024	235.03	235.03	0.00	0.00	4,900.14	4,900.14	0.00	0.00	0.00	0.00	466.84
65	45	15/08/2024	157.54	157.54	0.00	0.00	3,284.71	3,284.71	0.00	0.00	0.00	0.00	312.94
66	46	14/06/2024	148.51	148.51	0.00	0.00	3,096.25	844.43	2,251.82	0.00	140.35	118.29	294.99
67	47	15/08/2024	232.44	232.44	0.00	0.00	4,846.30	4,846.30	0.00	0.00	0.00	0.00	461.71
68	48	15/08/2024	185.95	185.95	0.00	0.00	3,877.03	3,877.03	0.00	0.00	0.00	0.00	369.36
69	Shop 71	15/08/2024	86.52	86.52	0.00	0.00	1,803.89	1,803.89	0.00	0.00	0.00	0.00	171.85
70	Shop 44	15/08/2024	86.52	86.52	0.00	0.00	1,803.89	1,803.89	0.00	0.00	0.00	0.00	171.85
71	41	15/08/2024	264.73	264.73	0.00	0.00	5,519.39	5,519.39	0.00	0.00	0.00	18.99	525.83
72	72	15/08/2024	1.29	1.29	0.00	0.00	26.92	26.92	0.00	0.00	0.00	0.00	2.57
73	73	15/08/2024	1.29	1.29	0.00	0.00	26.92	26.92	0.00	0.00	0.00	1.21	2.57
74	74	15/08/2024	1.29	1.29	0.00	0.00	26.92	26.92	0.00	0.00	0.00	0.00	2.57
75	75	15/08/2024	1.29	1.29	0.00	0.00	26.92	26.92	0.00	0.00	0.00	0.00	2.57
76	76	15/08/2024	1.29	1.29	0.00	0.00	26.92	26.92	0.00	0.00	0.00	0.00	2.57
77	77	15/08/2024	1.29	1.29	0.00	0.00	26.92	26.92	0.00	0.00	0.00	0.00	2.57
78	78	15/08/2024	1.29	1.29	0.00	0.00	26.92	26.92	0.00	0.00	0.00	0.00	2.57
79	79	15/08/2024	1.29	1.29	0.00	0.00	26.92	26.92	0.00	0.00	0.00	0.00	2.57

Capital Works Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
80	80	15/08/2024	1.29	1.29	0.00	0.00	26.92	26.92	0.00	0.00	0.00	0.00	2.57
81	81	15/08/2024	1.29	1.29	0.00	0.00	26.92	26.92	0.00	0.00	0.00	0.29	2.57
82	82	15/08/2024	1.29	1.29	0.00	0.00	26.92	26.92	0.00	0.00	0.00	0.00	2.57
83	83	15/08/2024	1.29	1.29	0.00	0.00	26.92	26.92	0.00	0.00	0.00	0.00	2.57
84	84	15/08/2024	1.29	1.29	0.00	0.00	26.92	26.92	0.00	0.00	0.00	1.21	2.57
			13,189.79	13,189.79	0.00	0.00	274,999.85	272,748.03	2,251.82	0.00	140.35	769.92	26,199.50
		Due Excl. GST	11,990.73				249,999.41						

Unallocated Money Fund

Lot	Unit	Overpayment	Lot	Unit	Overpayment	Lot	Unit	Overpayment
11	19	0.24	18	26	322.77	52	65	1,093.60
59	6	0.10						

Total unallocated money 1,416.71

ANNEXURES

BUILDING DOCUMENTS

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP86799

SEARCH DATE	TIME	EDITION NO	DATE
13/1/2023	3:39 PM	3	24/2/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 86799 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT RYDE
LOCAL GOVERNMENT AREA RYDE
PARISH OF HUNTERS HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM SP86799

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 86799
ADDRESS FOR SERVICE OF DOCUMENTS:
2-4 PORTER STREET
RYDE
NSW 2114

SECOND SCHEDULE (9 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP776768 RIGHT OF FOOTWAY 1 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
3 DP776768 RIGHT OF FOOTWAY 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 AH115714 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
AI774204 DEED OF VARIATION
5 AJ14011 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 DP1219287 RIGHT OF PUBLIC FOOTWAY 4 AND 5 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1219287
7 DP1219287 INITIAL PERIOD EXPIRED
8 AK550579 POSITIVE COVENANT
9 AQ823545 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10214)

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP86799 PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10214) (CONTINUED)

STRATA PLAN 86799

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	151	2	149	3	119	4	124
5	149	6	147	7	127	8	144
9	152	10	144	11	120	12	125
13	144	14	148	15	128	16	144
17	153	18	152	19	121	20	127
21	152	22	149	23	113	24	148
25	155	26	154	27	122	28	128
29	154	30	151	31	130	32	150
33	207	34	207	35	206	36	147
37	147	38	149	39	119	40	143
41	148	42	148	43	150	44	120
45	143	46	150	47	150	48	152
49	121	50	144	51	152	52	152
53	154	54	122	55	144	56	207
57	207	58	114	59	114	60	140
61	147	62	97	63	144	64	182
65	122	66	115	67	180	68	144
69	67	70	67	71	205	72	1
73	1	74	1	75	1	76	1
77	1	78	1	79	1	80	1
81	1	82	1	83	1	84	1

NOTATIONS

UNREGISTERED DEALINGS: NIL

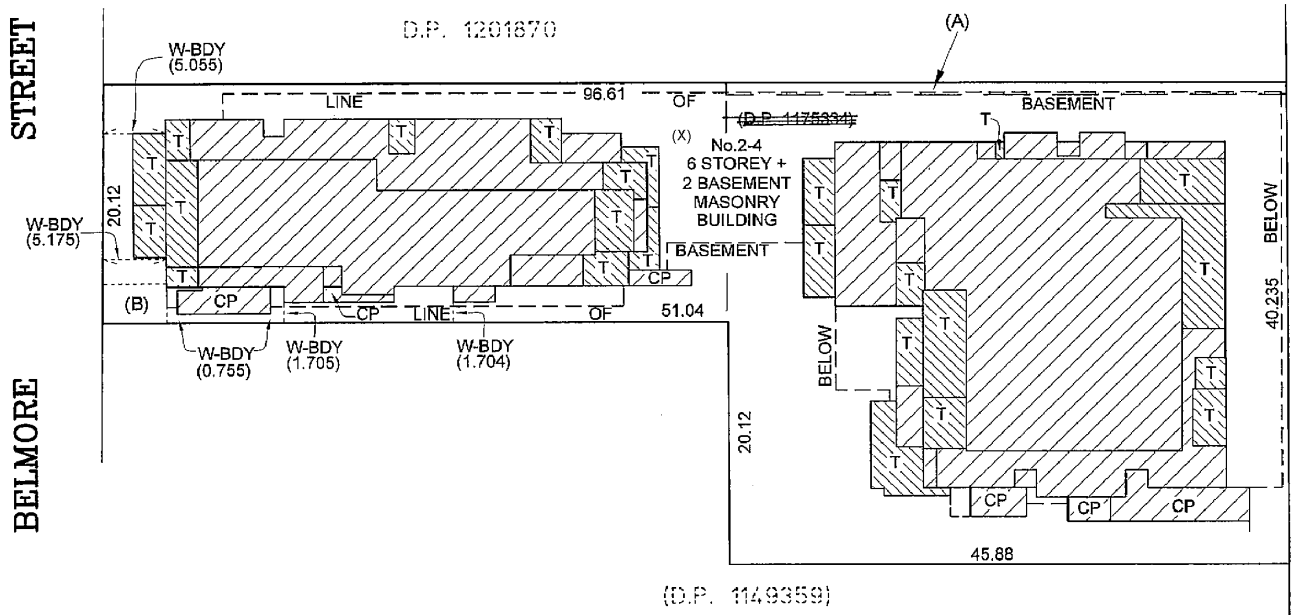
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dda2249000 PRINTED ON 13/1/2023

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NOTES:
1. T. DENOTES TERRACE.
2. CP. DENOTES COMMON PROPERTY.

(A) - RIGHT OF FOOTWAY 1 WIDE (D.P. 776768)
(B) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (AJ14011)



LOCATION PLAN

(X) BENEFITED BY RIGHT OF FOOTWAY 1 WIDE (DP776768)

Surveyor : NORMAN L. HAYES Surveyor's Ref : 8690-S.P. Subdivision No : 209/2014 Lengths are in metres. Reduction Ratio 1:400	Registered 7.1.2015	SP86799 P

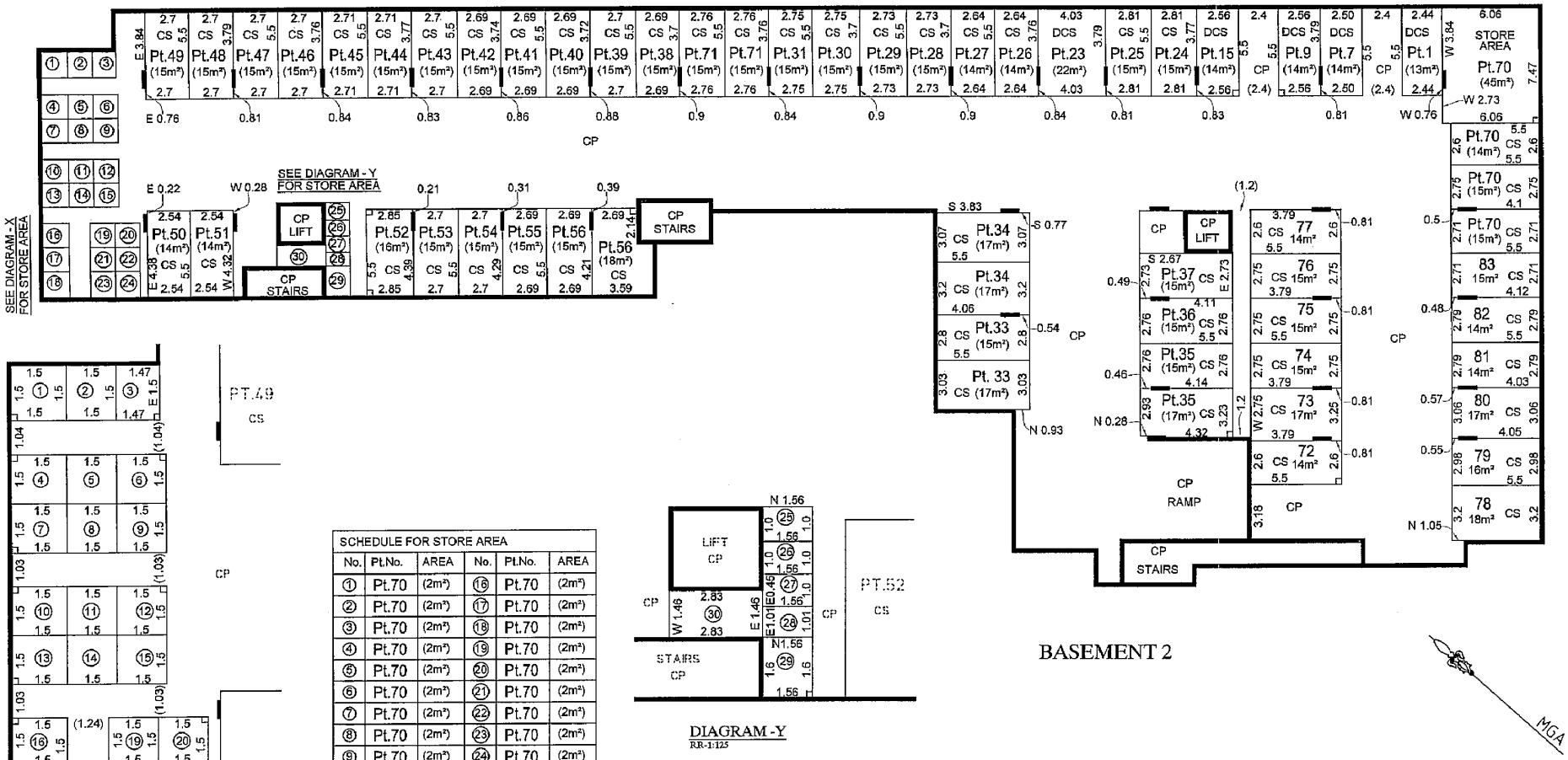
amended 22/8/14 dgs

Req:R963932 /Doc:SP 0086799 P /Rev:07-Jan-2015 /NSW LRS /Pgs:ALL /Prt:13-Jan-2023 15:39 /Seq:1 of 12
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0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

NOTES:
1. ALL AREAS ARE APPROXIMATE
2. CP. DENOTES COMMON PROPERTY
3. CS. DENOTES CAR SPACE
   DCS. DENOTES DISABLE CAR SPACE

4. N. DENOTES PROL. OF NORTHERN FACE OF WALL
   E. DENOTES PROL. OF EASTERN FACE OF WALL/COLUMN
   W. DENOTES PROL. OF WESTERN FACE OF WALL/COLUMN
   S. DENOTES PROL. OF SOUTHERN FACE OF WALL/COLUMN
   ⌐ DENOTES 90°
   —— DENOTES PROL. OF CENTRE LINE OF COLUMN



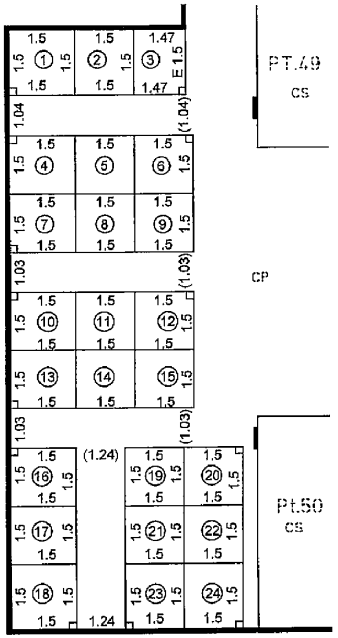


DIAGRAM -X
RR-1:125

DIAGRAM -Y
RR-1:125

SCHEDULE FOR STORE AREA

No.	Pt.No.	AREA	No.	Pt.No.	AREA
①	Pt.70	(2m²)	⑯	Pt.70	(2m²)
②	Pt.70	(2m²)	⑰	Pt.70	(2m²)
③	Pt.70	(2m²)	⑱	Pt.70	(2m²)
④	Pt.70	(2m²)	⑲	Pt.70	(2m²)
⑤	Pt.70	(2m²)	⑳	Pt.70	(2m²)
⑥	Pt.70	(2m²)	㉑	Pt.70	(2m²)
⑦	Pt.70	(2m²)	㉒	Pt.70	(2m²)
⑧	Pt.70	(2m²)	㉓	Pt.70	(2m²)
⑨	Pt.70	(2m²)	㉔	Pt.70	(2m²)
⑩	Pt.70	(2m²)	㉕	Pt.71	(2m²)
⑪	Pt.70	(2m²)	㉖	Pt.71	(2m²)
⑫	Pt.70	(2m²)	㉗	Pt.71	(2m²)
⑬	Pt.70	(2m²)	㉘	Pt.71	(2m²)
⑭	Pt.70	(2m²)	㉙	Pt.71	(3m²)
⑮	Pt.70	(2m²)	㉚	Pt.71	(4m²)

Surveyor: ~~ANTHONY TODARELLO~~ NORMAN L. HAYES
Surveyor's Ref : 8690-S.P.
Subdivision No : 209/2014
Lengths are in metres. Reduction Ratio 1:250

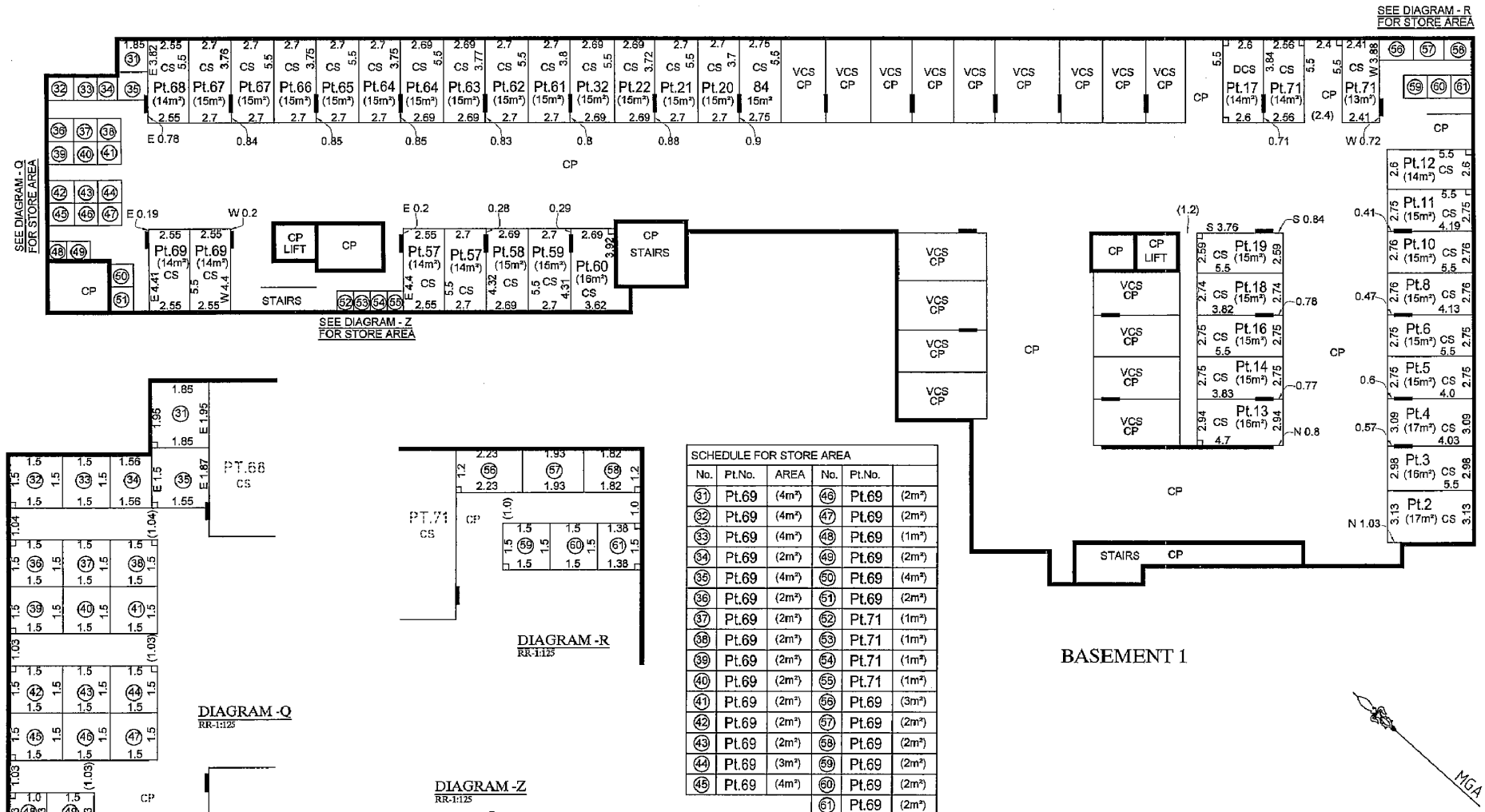
Registered 7.1.2015

SP86799

Req:R963932 /Doc:SP 0086799 P /Rev:07-Jan-2015 /NSW LRS /Pgs:ALL /Prt:13-Jan-2023 15:39 /Seq:2 of 12
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NOTES:
1. ALL AREAS ARE APPROXIMATE
2. CP. DENOTES COMMON PROPERTY
3. CS. DENOTES CAR SPACE
   VCS. DENOTES VISITOR CAR SPACE
   DCS. DENOTES DISABLE CAR SPACE

4. N. DENOTES PROL. OF NORTHERN FACE OF WALL
   E. DENOTES PROL. OF EASTERN FACE OF WALL/COLUMN
   W. DENOTES PROL. OF WESTERN FACE OF COLUMN
   S. DENOTES PROL. OF SOUTHERN FACE OF COLUMN
   ⊔ DENOTES 90°
   —— DENOTES PROL. OF CENTRE LINE OF COLUMN



SCHEDULE FOR STORE AREA

No.	Pt.No.	AREA	No.	Pt.No.	
31	Pt.69	(4m²)	46	Pt.69	(2m²)
32	Pt.69	(4m²)	47	Pt.69	(2m²)
33	Pt.69	(4m²)	48	Pt.69	(1m²)
34	Pt.69	(2m²)	49	Pt.69	(2m²)
35	Pt.69	(4m²)	50	Pt.69	(4m²)
36	Pt.69	(2m²)	51	Pt.69	(2m²)
37	Pt.69	(2m²)	52	Pt.71	(1m²)
38	Pt.69	(2m²)	53	Pt.71	(1m²)
39	Pt.69	(2m²)	54	Pt.71	(1m²)
40	Pt.69	(2m²)	55	Pt.71	(1m²)
41	Pt.69	(2m²)	56	Pt.69	(3m²)
42	Pt.69	(2m²)	57	Pt.69	(2m²)
43	Pt.69	(2m²)	58	Pt.69	(2m²)
44	Pt.69	(3m²)	59	Pt.69	(2m²)
45	Pt.69	(4m²)	60	Pt.69	(2m²)
			61	Pt.69	(2m²)

Surveyor : NORMAN L. HAYES
Surveyor's Ref : 8690-S.P.
Subdivision No : 209/2014
Lengths are in metres. Reduction Ratio 1:250

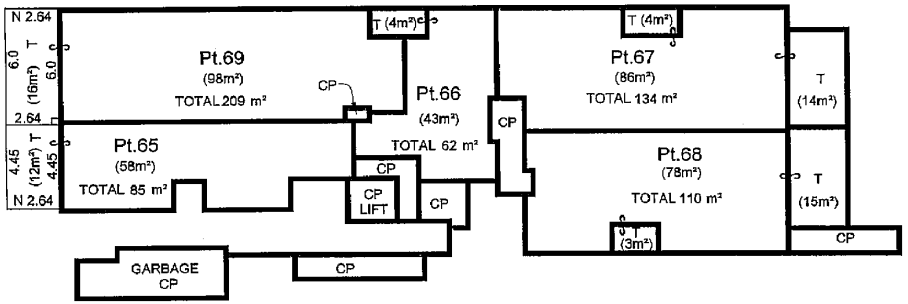
Registered 7.1.2015

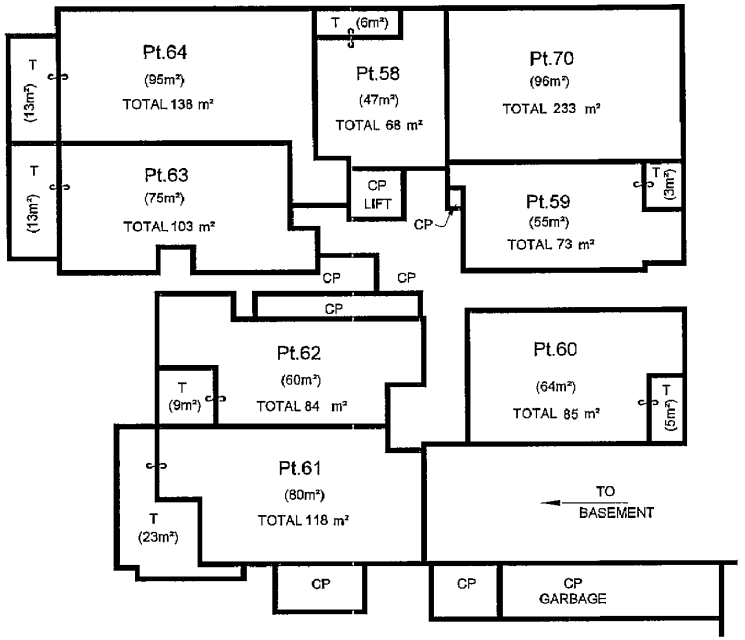
SP86799

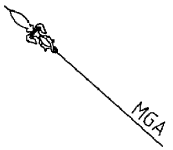
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NOTES:
1. ALL AREAS ARE APPROXIMATE
2. CP. DENOTES COMMON PROPERTY
3. T. DENOTES TERRACE
4. THE STRATUM OF THE TERRACES EXTENDS 3 ABOVE THE UPPER SURFACE OF THEIR PAVED FLOOR, EXCEPT WHERE COVERED.
5. N. DENOTES PROL. OF NORTHERN FACE OF WALL/COLUMN
   ⌞ DENOTES 90°







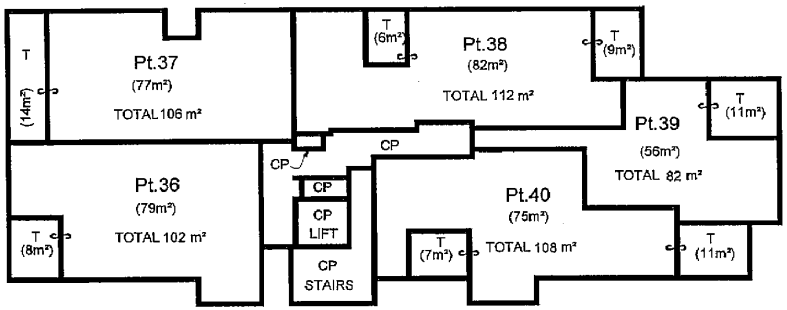
LEVEL-1

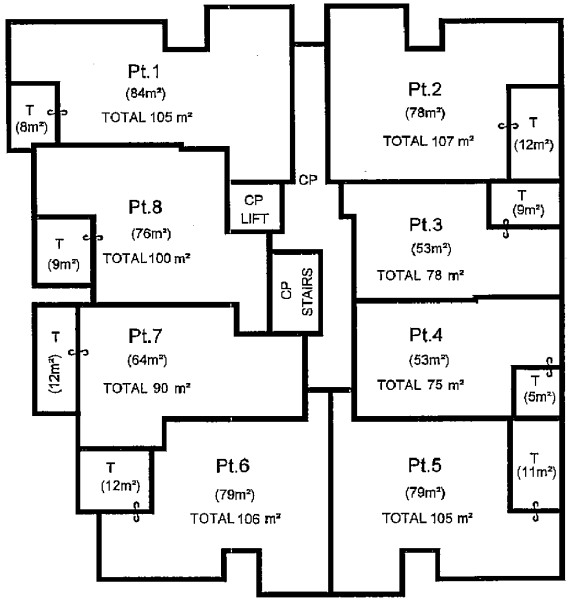
Surveyor : ~~ANTHONY TOBARELLO~~ NORMAN L HAYES Surveyor's Ref : 8690-S.P. Subdivision No : 209/2014 Lengths are in metres. Reduction Ratio 1:250	Registered 7.1.2015	SP86799

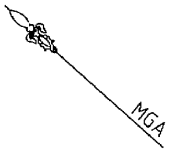
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NOTES:
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3. T. DENOTES TERRACE
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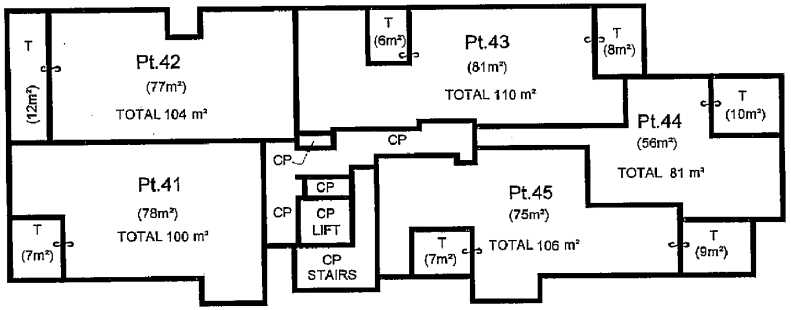
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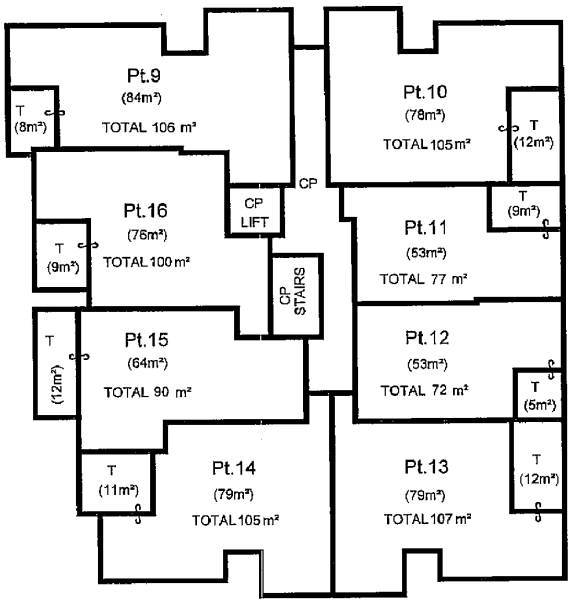
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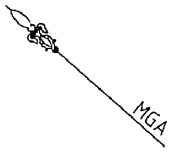
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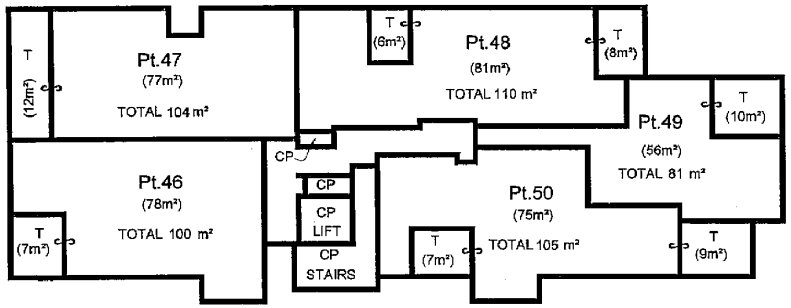
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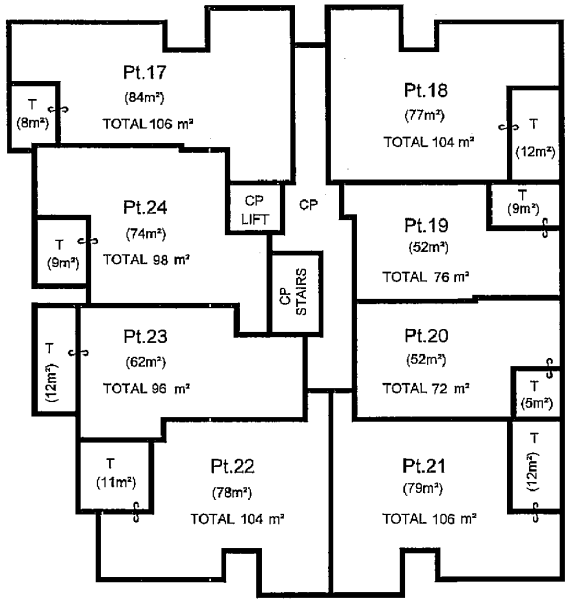
Surveyor : NORMAN L. HAYES Surveyor's Ref : 8690-S.P. Subdivision No : 209/2014 Lengths are in metres. Reduction Ratio 1:250	Registered 7.1.2015	SP86799

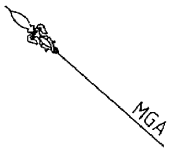
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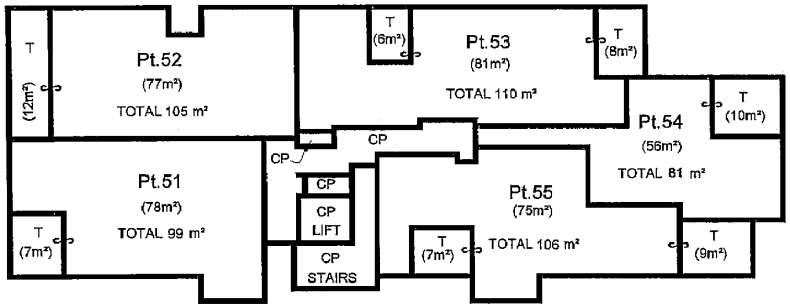
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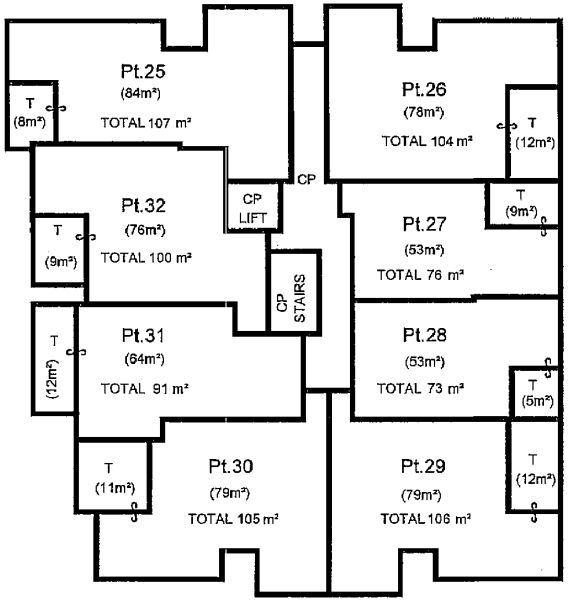
Surveyor : ~~ANTHONY TODARELLO~~ NOEMAN L HAYS Surveyor's Ref : 8690-S.P. Subdivision No : 209/2014 Lengths are in metres. Reduction Ratio 1:250	Registered 7.1.2015	SP86799

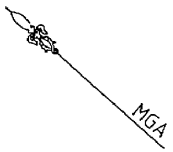
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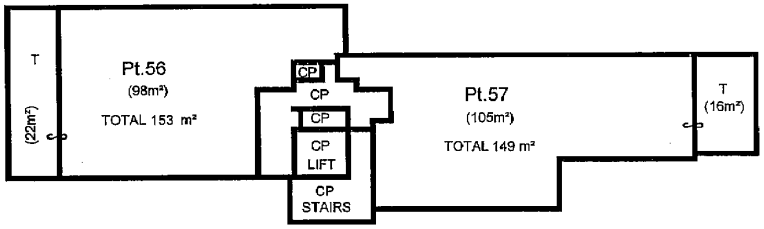
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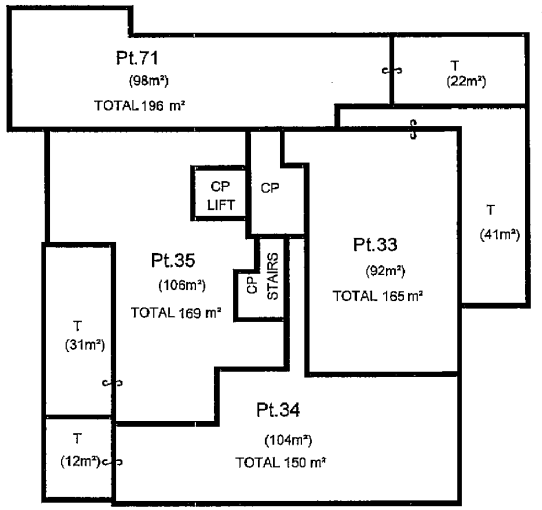
Surveyor : ~~ANTHONY TODARELLO~~ NORMAN L HAYES Surveyor's Ref : 8690-S.P. Subdivision No : 209/2014 Lengths are in metres. Reduction Ratio 1:250	Registered 7.1.2015	SP86799

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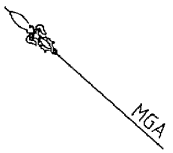
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© Office of the Registrar-General /Src:GlobalX /Ref:dda2249000

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LEVEL-6



Surveyor : ~~ANTHONY TODARELLO~~ NORMAN L HAYES Surveyor's Ref : 8690-S.P. Subdivision No : 209/2014 Lengths are in metres. Reduction Ratio 1:250	Registered 7.1.2015	SP86799

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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 7.1.2015

Purpose: STRATA PLAN

Office Use Only

SP86799 S

AMENDED OFFICE

PLAN OF SUBDIVISION OF LOT ~~100~~ IN D.P. ~~1175334~~

120 3 119 ^ 1 200

LGA: RYDE

Locality: RYDE

Parish: HUNTERS HILL

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) *~~The Council of~~ .....

*The Accredited Certifier ANTHONY ALLEN

Accreditation No. BPB0004

has made the required inspections and is satisfied that the requirements of;

*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012,

*(b) ~~Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 31 of the Strata Schemes(Leasehold Development) Regulation 2012,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

*(3) ~~The strata plan is part of a development scheme. The council or accredited~~ certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

*(4) The building encroaches on a public place and;

*(a) The Council does not object to the encroachment of the building beyond the alignment of .....

*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the ~~encroachment.~~

*(5) This approval is given on the condition that lot(s) ^ 72 TO 84 INCL. are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date 3/11/14

Subdivision No. 209/2014

Relevant Development Consent No. CDC2014/57

issued by ANTHONY ALLEN (BPB0004)

.....

~~Authorised Person/General Manager~~/Accredited Certifier

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No 86799

2-4 PORTER STREET, RYDE. 2114

The adopted by-laws for the scheme are:

*~~AMENDED OSC Model By-laws~~.

~~*together with, Keeping of animals: Option *A/*B/*C~~

*By-laws in 4 sheets filed with plan.

* strike out whichever is inapplicable

^ Insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, Norman L. Hayes, ATS Land & Engineering Surveyors Pty Ltd .....

of suite 3, 4 Ryedale Road, West Ryde 2114.....

a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:

(1) Each applicable requirement of

* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met

* ~~Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;~~

~~*(2) *(a) The building encroaches on a public place;~~

~~*(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^ ..... to permit the encroachment to remain.~~

*(3) The survey information recorded in the accompanying location plan is accurate.

Signature: Norman L Hayes

Date: 1/11/2014

* Strike through if inapplicable.

^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

Use STRATA PLAN FORM 3A for certificates, signatures and seals

SURVEYOR'S REFERENCE: 8690-SP

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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 7.1.2015

e Only

SP86799

PLAN OF SUBDIVISION LOT ~~100~~ 200 IN D.P. ~~1175334~~ 1203119

Subdivision Certificate number: 202/2014

Date of endorsement: 3/11/14

This sheet is for the provision of the following information as required:

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SCHEDULE OF UNIT ENTITLEMENT		SCHEDULE OF UNIT ENTITLEMENT		SCHEDULE OF UNIT ENTITLEMENT	
LOT	UE	LOT	UE	LOT	UE
1	151	29	154	57	207
2	149	30	151	58	114
3	119	31	130	59	114
4	124	32	150	60	140
5	149	33	207	61	147
6	147	34	207	62	97
7	127	35	206	63	144
8	144	36	147	64	182
9	152	37	147	65	122
10	144	38	149	66	115
11	120	39	119	67	180
12	125	40	143	68	144
13	144	41	148	69	67
14	148	42	148	70	67
15	128	43	150	71	205
16	144	44	120	72	1
17	153	45	143	73	1
18	152	46	150	74	1
19	121	47	150	75	1
20	127	48	152	76	1
21	152	49	121	77	1
22	149	50	144	78	1
23	113	51	152	79	1
24	148	52	152	80	1
25	155	53	154	81	1
26	154	54	122	82	1
27	122	55	144	83	1
28	128	56	207	84	1
				AGGREGATE: 10214 ~~12188~~ ~~10212~~	

Surveyor's Reference: 8690-SP

Req:R963932 /Doc:SP 0086799 P /Rev:07-Jan-2015 /NSW LRS /Pgs:ALL /Prt:13-Jan-2023 15:39 /Seq:12 of 12
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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 7.1.2015

se Only

SP86799

AMENDED 7/11/14

PLAN OF SUBDIVISION OF LOT ~~100~~ 200 IN D.P. ~~1175334~~ 1203119

Subdivision Certificate number: 209/2014

Date of endorsement: 3/11/14

This sheet is for the provision of the following information as required:

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

For and on behalf of
Ryde Development P/L
ACN: 151612921

DIANA GABBA (~~Director~~)
SOLE DIRECTOR/SECRETARY

SIGNED on behalf of
WESTPAC BANKING CORPORATION
by its attorney(s) under power of attorney
dated 17 January 2001 registered book 4299
no 332. By executing this document the
attorney states that they have received no
notice of revocation of the power of attorney
in the presence of:

ROBERT RANDINDETTA
TIER THREE ATTORNEY

Attorney Signature
Name and Title of Attorney (print)

Witness Signature
Name and Address of Witness (print)
ANDREW THEOCHAROUS
LEVEL 5/2 MEREDITH ST
BANKSTOWN NSW 2200

If space is insufficient use additional annexure sheet.

Surveyor's Reference:8690-SP

DixGardner
GROUP PTY. LTD.

Building Certifiers
Strata Plan Certifiers
Building Regulations
Fire Safety
Access Consultants
Energy Assessment

Occupation Certificate

Issued under the Environmental Planning and Assessment Act 1979
Sections 109C (1) (c) and 109H

Certificate No.:	**006/15**
Subject land:	2-4 Porter Street & 80 Belmore Street, Ryde NSW
Lot and DP:	Lot 200 DP 1203119 (Formerly Lot 1 DP 776768 & Lot 12 DP 4481)
Applicant:	Ryde Developments Pty Ltd.
Address:	PO Box 753, Gladesville NSW 1675
PH.:	0415-509-060
Owner:	Ryde Developments Pty Ltd.
Type of Certificate:	Final
Determination:	Approved
Attachments:	1. Other certificates relied upon 2. Final Fire Safety Certificate
Whole/Part of building works:	Whole
Description of part (if applicable):	N/A
BCA Classification:	Class 2, 6 & 7a
DA No.:	LDA2010/0331, MOD2011/0185 & MOD2014/0035
Issued by:	Ryde City Council
Construction Certificate No's.:	228/12 & 152/14
Date:	5/11/2012 & 06/08/2014
Accreditation Level:	A1 – Accredited Certifier – Building Surveyor Grade 1
Registration No.:	BPB1977
Accreditation Body:	Building Professionals Board

I certify that:

- the health and safety of the occupants of the building have been taken into consideration where an interim occupation certificate is being issued, and
- a current development consent or complying development certificate is in force for the building, and
- if any building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building, and
- the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia, and
- a fire safety certificate has been issued for the building, and
- a report from the Fire Commissioner has been considered (if required).

Signed: _____ **Date of Determination:** 5/02/2015

Stan Spyrou
Principal Certifying Authority

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Residual Document Version 05

Lodger Details

Lodger Code	505858Q
Name	KERIN BENSON LAWYERS PTY LTD
Address	SE 9.02, 46 MARKET ST SYDNEY 2000
Lodger Box	1W
Email	ALLISON@KERINBENSONLAWYERS.COM.AU
Reference	007657

Land Registry Document Identification

AU247338

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP86799	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP86799

Other legal entity

Meeting Date

21/05/2024

Repealed by-law No.	
Details	NOT APPLICABLE
Added by-law No.	
Details	Special By-Law 2
Amended by-law No.	
Details	NOT APPLICABLE

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP86799
Signer Name	ASHLEY HOWARD
Signer Organisation	KERIN BENSON LAWYERS PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	15/07/2024

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Annexure A

Consolidated By-Laws for Strata Plan 86799

2-4 Porter St, Ryde 2112

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5 Damage to common property 3
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9 Depositing rubbish and other material on common property 4
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Robert Fotheringill
10/7/2024

THE OWNERS CORPORATION THE COMMON SEAL SP 86799

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Model by-laws: Strata Management Regulation 2021, Schedule 7 Model by-laws for Mixed Use Schemes

1 Noise

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

2 Vehicles

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

(2) The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

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

5 Damage to common property

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

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

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

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

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

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

(d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or

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

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

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

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

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

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owner's corporation.

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(4) In this clause: ***washing*** includes any clothing, towel, bedding or other article of a similar type.

11 Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

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

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

13 Changes to floor coverings

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

14 Floor coverings

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

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

15 Garbage disposal

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

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

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable

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material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

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

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

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

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

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

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

(3) An owner or occupier of a lot:

(a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and

(c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

(5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

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16 Keeping of animals Option A

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

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

17 Appearance of lot

(1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

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

18 Change in use of lot to be notified

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

19 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

20 Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

21 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

(a) security services,

(b) promotional services,

(c) advertising,

(d) commercial cleaning,

(e) domestic services,

(f) garbage disposal and recycling services,

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(g) electricity, water or gas supply,

(h) telecommunication services (for example, cable television).

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

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

22 Controls on hours of operation and use of facilities

(1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

(a) that commercial or business activities may be conducted on a lot or common property only during certain times,

(b) that facilities situated on the common property may be used only during certain times or on certain conditions.

(2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

23 Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

24 Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

Special By-Law 1 - Minor renovations by owners - Delegation of functions (passed 17 October 2020)

(a) Within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015* the Owners Corporation is permitted to delegate its functions under section 110 of that Act to the strata committee or Managing Agent,

(b) The Owners Corporation RESOLVES to delegate its functions to the strata committee or Managing Agent in accordance with the by-law made in point a.

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Special By-Law 2 - Major Renovations (passed 21 May 2024)

1. This by-law is made for the purposes of managing, regulating and controlling the carrying out of Major Renovations which affect the common property.

2. For the purposes of this by-law, "Owner" means any owner or owners of a lot in this strata scheme.

3. Each Owner has the right to undertake the following "Major Renovations" or "Works", subject to the following conditions and the Owners Corporation's rights -

   (a) Work involving structural changes such as the removal of the whole or part of a load-bearing wall, or the installation of structural support beams;

   (b) Work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, shutters, pergola or vergola or installation of a new window in a boundary wall of your apartment;

   (c) Waterproofing works to the bathroom, kitchen and/or laundry walls within a lot which includes the laying of a new waterproof membrane;

   (d) Waterproofing works to the external balconies and courtyards within a lot;

   (e) Work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning & Assessment Act 1979.

4. Where any works covered under clause 3 of this by-law were undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.

5. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before undertaking the Major Renovations

6. The Owner must notify the Owners Corporation at least 21 days before undertaking the Major Renovations and obtain the prior written approval from -

   (a) the Strata Committee of the Owners Corporation; and

   (b) the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required); and

   (c) any other relevant statutory authority whose requirements apply to undertaking the works.

7. The Owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:

   (a) plans and drawings;

   (b) specifications of work;

   (c) if the works involve the replacement or removal of any wall or walls, then a report from a licensed structural engineer and certification that the removal of the wall or walls shall not undermine the structural integrity of the building;

(d) evidence of completed and lodged documentation if the works require a regulated design by a design practitioner as per the Design and Building Practitioners Act (2020) and Regulations (2021); and

(e) any other documents reasonably required by the Strata Committee.

8. The Strata Committee may require you to submit a by-law together with your written consent to that by-law if the Major Renovations will involve alterations or additions to a common area.

9. The Owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of $10,000,000 and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Strata Committee.

10. The Owner must ensure that all works undertaken comply with the standards as set out in the Building Code of Australia (BCA), Australian Standards and the Design and Building Practitioners Act (2020) and Regulations (2021) current at the time the works are undertaken.

Carrying out the Major Renovations

11. In carrying out the works, the Owner must:

(a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;

(b) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;

(c) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;

(d) ensure security of the building by not causing the front security door to be fixed open for an unreasonable period of time;

(e) only undertake works at the times approved by the Strata Committee;

(f) not create noise that causes unreasonable discomfort, disturbance or interference with the activities of any other occupier of the building; and

(g) remove all debris resulting from undertaking the works immediately from the building.

12. The Owner must ensure that the Major Renovations shall be done:

(a) in a proper and workmanlike manner and by duly licensed contractors; and

(b) in accordance with the drawings and specifications approved by the consent/statutory authority and the Strata Committee.

After completing the Major Renovations

13. If required, the Owner must deliver to the Strata Committee:

(a) if the works involved waterproofing works to the kitchen, bathroom, laundry and external balcony/courtyard works, a waterproofing certificate by a Master

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Plumber or Certifier to evidence that the waterproofing has been applied in accordance with industry best practice and AS/NZS standards;

(b) evidence that the requirements of the Design and Building Practitioners Act (2020) and Regulations (2021) have been met; and

(c) any other document reasonably required by the Strata Committee in relation to the works undertaken by the Owner.

Repair and Maintenance

14. The Owner must, at the Owner's cost:

(a) properly maintain and keep the common property to which the Major Renovations are erected or attached in a state of good and serviceable repair; and

(b) properly maintain and keep the Major Renovations in a state of good and serviceable repair and must replace them (or any part of them) as required from time to time.

15. If the Owner removes the works or any part of the works undertaken under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

16. The Owner indemnifies the Owners Corporation against -

(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or a person to the extent that such injury, loss or damage arises from or in relation to the Major Renovations;

(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Major Renovations;

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Major Renovations; and

(d) liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of repair of the common property attached to the Major Renovations.

(e) not complying with the requirements of the Design and Building Practitioners Act (2020) and Regulations (2021);

17. Any loss and damage suffered by the Owners Corporation as a result of the Owner undertaking the Major Renovations may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

18. To the extent that section 106 (3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the works proposed under this by-law.

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Breach of By-law

19. The Owners Corporation reserves the right to take action against the Owner to replace the Major Renovations or reinstate the common property affected by the works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

Miscellaneous

20. The Managing Agent is authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the Strata Schemes Management Act 2015.

Robert Fotheringill
10/7/2024



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Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

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

(A) **TORRENS TITLE**

For the common property
CP/SP86799

(B) **LODGED BY**

Document Collection Box	Name Laura Skillicorn Company Kerin Benson Lawyers Address Suite 9.01, 46 Market Street, Sydney NSW 2000 E-mail laura@kerinbensonlawyers.com.au Contact Number (02) 8706 7060 Customer Account Number (IF APPLICABLE) Reference 007657	CODE **CH**

(C) The Owner-Strata Plan No. 86799 certify that a special resolution was passed on 21/5/2024

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 2
Amended by-law No. NOT APPLICABLE
as fully set out below :

See Annexure A at pages 9 to 12.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A .

(G) The seal of The Owners-Strata Plan No. 86799 was affixed on 10/07/2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :
Name : Robert Fothergill
Authority : Strata Manager
Signature :
Name :
Authority :

THE OWNERS CORPORATION THE COMMON SEAL SP 86799

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

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Fire Safety Statement

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

NSW GOVERNMENT

Section 1: Type of statement

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

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

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

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

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

2-4 PORTER ST RYDE NSW 2112

Lot No. (if known)	DP/SP (if known)	Property Name (if applicable)
	SP86799	SP86799 2-4 PORTER STREET RYDE

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

PART: WHOLE BUILDING
BUILDING USE: CLASS 2, CLASS 7A
CONSTRUCTION TYPE: TYPE A
STORIES ABOVE GROUND: 6
STORIES BELOW GROUND: 2

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

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

Owners corporation: SP86799

* 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)

2-4 Porter St Ryde NSW 2112 C/- Strata Life Pty Ltd, Level 1, Miller Noyce House, 3/45-47 Hunter Street, Hornsby, NSW, 2077

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS*
AUTOMATIC FIRE DETECTION & ALARM SYSTEMS	BCA SPEC E2.2, AS1670.1-2004 AS1851-2005	20/05/2024	F045903A
AUTOMATIC FIRE SUPPRESSION SYSTEMS	BCA E1.5, AS1851-2005, AS2118.1-1995	20/05/2024	F045903A
EMERGENCY LIGHTING	BCA CLAUSES E4.2, E4.4 & AS2293.1-1998, AS2293.2-1998	20/05/2024	F045903A
EXIT SIGNS	BCA E4.5, E4.6, E4.8 & AS2293.1-1998, AS2293.2-1998	20/05/2024	F045903A
FIRE DOORS	BCA C2.12, C2.13, C3.4, C3.8, C3.10, C3.11, C3.13, C3.15, SPEC C3.4.2 & AS1905.1 AS1851-2005	20/05/2024	F045903A
FIRE HYDRANT SYSTEMS	E1.3, AS2419.1-2005, AS1851-2005	20/05/2024	F045903A
FIRE SEALS PROTECTING OPENINGS IN FIRE RESISTING COMPONENTS OF THE BUILDING	BCA PART C3 & SPEC C1.1 & AS4072.1-1992, AS1530.4-1997		

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Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS*
FIRE SHUTTERS	BCA CLAUSES C3.2 7 , C3.4 AS1851-2005	20/05/2024	F045903A
HOSE REEL SYSTEMS	BCA E1.4, AS2441-1998, AS1851-2005	20/05/2024	F045903A
LIGHTWEIGHT CONSTRUCTION	BCA C1.8 & SPEC C1.8		
MECHANICAL AIR HANDLING SYSTEMS	BCA E2.2, AS1668.1-1991 & AS1668.2-1991		
PATHS OF TRAVEL - STAIRWAYS, PASSAGEWAYS IN RAMPS	BCA 96, D1.6, D1.7, C1, D2.2 & D2.21	20/05/2024	F045903A
PORTABLE FIRE EXTINGUISHERS	BCA PART E1.6, AS1851-2005, AS2444.1-2001	20/05/2024	F045903A
SMOKE DETECTORS & HEAT DETECTORS	SPEC E2.2A, AS3786.1 AS1851-2005	20/05/2024	F045903A
STRETCHER LIFTS		20/05/2024	F045903A
WARNING & OPERATIONAL SIGNS	BCA D2.22, D2.23, E3.3, E4.7 & AS2419.1-1994, AS2441-1998. NOTICES FOR OFFENCES RELATING TO EXITS.	20/05/2024	F045903A

* 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*
PATH OF TRAVEL & DISCHARGE TO EXIT - WHOLE BUILDING	20/05/2024	F045903A

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
SHANNON MIDDLETON	PO Box 3309, Tuggerah, NSW 2259	1300 006 005	F045903A	

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

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Fire Safety Statement

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

NSW GOVERNMENT

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

Full name (Given Name/s and Family Name)

Robert Fothergill on behalf of SP 86799

Organisation (if applicable)

Strata Life Pty Ltd

Title/Position (if applicable)

Strata Manager

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

Level 1, Miller Noyce House, 3/45-47 Hunter Street, Hornsby, NSW, 2077

Phone

02 9456 9965

Email

compliance@thestratalife.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, Robert Fothergill (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, and
   ii. for an essential fire safety measure applicable to the building but not specified in the safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and

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

THE OWNERS STRATA PLAN NO. 86799 The Common Seal of

Owner/Agent Signature

Docusigned by:
0CA154D918904FD...

Date issued

11/09/2024

Section 9: Supplementary fire safety statement declaration

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

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

Owner/Agent Signature

Date issued

Note:

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

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SCHEDULE OF FIRE SAFETY MEASURE

PREMISES - SP 86799 – 2-4 PORTER STREET, RYDE, NSW, 2112

Fire safety measure	Minimum standard of performance
Automatic Fire Detection & Alarm Systems	BCA Spec E2.2, AS1670.1-2004 AS1851-2005
Automatic Fire Suppression Systems	AS2118.1-1995, BCA E1.5 AS1851-2005
Emergency Lighting	BCA Clauses E4.2 & E4.4 AS2293.1-1998, AS2293.2-1998
Exit Signs	BCA E4.5, E4.6, E4.8 AS2293.1-1998, AS2293.2-1998
Fire Doors	BCA C2.12, C2.13, C3.4, C3.8, C3.10, C3.11, C3.13, C3.15, Spec C3.4.2 AS1905.1 AS1851-2005
Fire Hydrant Systems	E1.3, AS2419.1-2005 AS1851-2005
Fire seals protecting openings in fire resisting components of the building	BCA Part C3 & Spec C1.1 AS4072.1 AS1530.4
Fire Shutters	BCA Clauses C3.2 7 C3.4 AS1851-2005
Hose reels systems	BCA E1.4 AS2441-1998 AS1851-2005
Lightweight Construction	C1.8 and Spec C1.8
Mechanical Air Handling Systems	BCA E2.2 AS1668.1-1991, AS1668.2-1991
Portable Fire Extinguishers	AS2444.1-2001 BCA Part E1.6 AS1851-2005
Smoke Detectors & Heat Detectors	Spec E2.2a, AS3786.1 AS1851-2005
Warning & Operational Signage	D2.22, D2.23, AS2419.1-1994, AS2441-1998, E3.3, E4.7. Notices for offences relating to exits.
Paths of travel-stairways, passageways in ramps	BCA 96, D1.6, D1.7, C1, D2.2, D2.21
Stretcher Lifts	

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CAPITAL WORKS FUND PLAN

2-4 Porter Street & 80 Belmore Street

Ryde NSW 2112

Strata Plan 86799



Report details	
Inspection date:	30/10/2020
Inspector:	Marco Camps

NEW SOUTH WALES
Level 5, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND
9 Gardner Close, Milton 4064
PO Box 1584 Milton 4064

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

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03 November 2020

The Executive Committee
Strata Plan 86799
2-4 Porter Street & 80 Belmore Street
Ryde NSW 2112

Dear Committee Members,

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

Based on our survey of your property, we have determined that the Owners Corporation will need to increase its contributions in order to cover the forecasted capital works fund expenses. We strongly recommend that the levies be set at the level shown in this report.

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

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total capital works fund levy divided by unit entitlements)	$2.80
Total Unit Entitlements	10214
Total Capital Works Fund Levy	$28,615.54

The data used to arrive at the above figures (which includes GST) is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	**Page No.**
Owners Report Summary	**Section 1**
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph with New Levies	3
15 Year Cash Flow Tracking & Graph with Old Levies	4
Report Detail	**Section 2**
15 Year Anticipated Expenditure Table	5
Building Data List from Property Inspection	9
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Report Notes	17

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Yours sincerely,

The Team at Solutions in Engineering

Building Details & Report Inputs

Supplied information

Building Address	2-4 Porter Street & 80 Belmore Street Ryde NSW 2112
Strata Plan (SP) No	86799
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	2013
Number of Unit Entitlements	10214
Number of Units	71
Estimated Starting Capital Works Fund Balance	$125,657
Starting date of Financial Year for Report	1/03/2021
GST Status	Registered for GST
Current Capital Works Fund Levy per Lot Entitlement (Inc. GST)	$2.72

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over $10,000) in an average term	2.80%
Company Taxation Rate	27.50%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on capital works fund balances over $10,000.	2.03%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost over the past five years	3.00%
Forecast Period - Number of years the plan looks out.	15 years

15 Year Levy Table

Year	Year To	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
	dd/mm/yyyy	Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	28/02/2022	28,615.54	2,601.41	2.80	0.25	0.70	0.06
2	28/02/2023	93,720.00	8,520.00	9.18	0.83	2.30	0.21
3	29/02/2024	96,531.60	8,775.60	9.45	0.86	2.36	0.21
4	28/02/2025	99,427.55	9,038.87	9.73	0.88	2.43	0.22
5	28/02/2026	102,410.37	9,310.03	10.03	0.91	2.51	0.23
6	28/02/2027	105,482.69	9,589.34	10.33	0.94	2.58	0.23
7	29/02/2028	108,647.17	9,877.02	10.64	0.97	2.66	0.24
8	28/02/2029	111,906.58	10,173.33	10.96	1.00	2.74	0.25
9	28/02/2030	115,263.78	10,478.53	11.28	1.03	2.82	0.26
10	28/02/2031	118,721.69	10,792.88	11.62	1.06	2.91	0.26
11	29/02/2032	122,283.34	11,116.67	11.97	1.09	2.99	0.27
12	28/02/2033	125,951.84	11,450.17	12.33	1.12	3.08	0.28
13	28/02/2034	129,730.39	11,793.67	12.70	1.15	3.18	0.29
14	28/02/2035	133,622.30	12,147.48	13.08	1.19	3.27	0.30
15	29/02/2036	137,630.97	12,511.91	13.47	1.22	3.37	0.31

15 Year Cash Flow Tracking Sheet

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

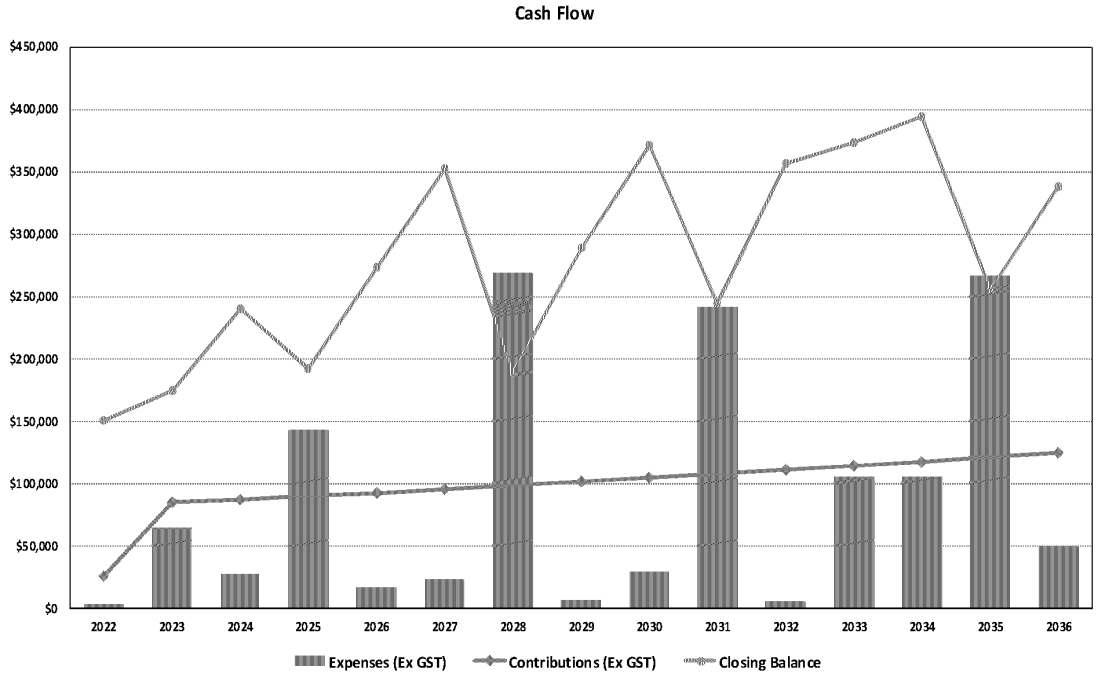
Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	28/02/2022	125,657.00	26,014.13	2,778.71	3,563.64	150,886.20
2	28/02/2023	150,886.20	85,200.00	3,277.36	64,080.00	175,283.56
3	29/02/2024	175,283.56	87,756.00	4,174.43	27,049.09	240,164.90
4	28/02/2025	240,164.90	90,388.68	4,343.40	142,797.27	192,099.71
5	28/02/2026	192,099.71	93,100.34	4,680.92	16,125.45	273,755.52
6	28/02/2027	273,755.52	95,893.35	6,299.41	22,772.73	353,175.55
7	29/02/2028	353,175.55	98,770.15	5,448.31	268,341.82	189,052.19
8	28/02/2029	189,052.19	101,733.25	4,806.91	6,250.91	289,341.44
9	28/02/2030	289,341.44	104,785.25	6,643.17	28,969.09	371,800.77
10	28/02/2031	371,800.77	107,928.81	6,192.67	241,415.45	244,506.80
11	29/02/2032	244,506.80	111,166.67	6,043.22	4,789.09	356,927.60
12	28/02/2033	356,927.60	114,501.67	7,338.00	105,400.91	373,366.36
13	28/02/2034	373,366.36	117,936.72	7,713.53	104,715.45	394,301.16
14	28/02/2035	394,301.16	121,474.82	6,532.24	266,506.36	255,801.86
15	29/02/2036	255,801.86	125,119.06	5,971.44	48,403.64	338,488.72

15 Year Cash Flow Graph

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

Expenses line – Total anticipated expenses in each year.

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



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

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

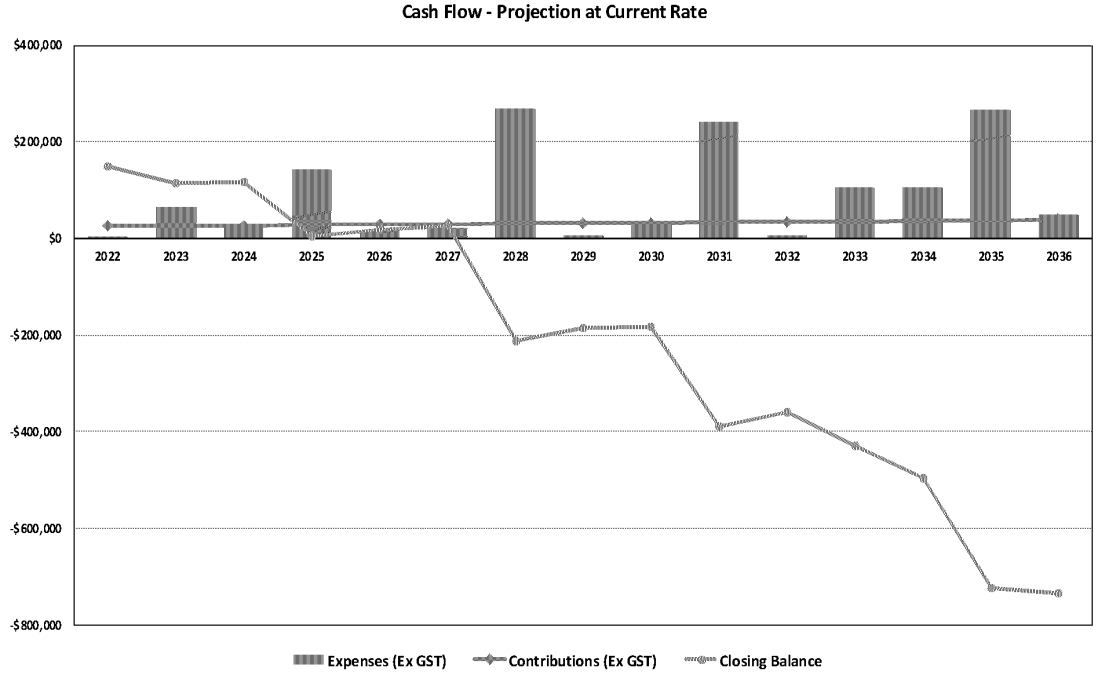
15 Year Cash Flow Tracking Sheet

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

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	28/02/2022	125,657.00	26,014.13	2,778.71	3,563.64	150,886.20
2	28/02/2023	150,886.20	26,794.55	2,684.54	64,080.00	116,285.29
3	29/02/2024	116,285.29	27,598.39	2,366.17	27,049.09	119,200.76
4	28/02/2025	119,200.76	28,426.34	0.00	142,797.27	4,829.83
5	28/02/2026	4,829.83	29,279.13	231.56	16,125.45	18,215.07
6	28/02/2027	18,215.07	30,157.50	444.72	22,772.73	26,044.56
7	29/02/2028	26,044.56	31,062.23	0.00	268,341.82	-211,235.03
8	28/02/2029	-211,235.03	31,994.10	0.00	6,250.91	-185,491.84
9	28/02/2030	-185,491.84	32,953.92	0.00	28,969.09	-181,507.01
10	28/02/2031	-181,507.01	33,942.54	0.00	241,415.45	-388,979.92
11	29/02/2032	-388,979.92	34,960.82	0.00	4,789.09	-358,808.19
12	28/02/2033	-358,808.19	36,009.64	0.00	105,400.91	-428,199.46
13	28/02/2034	-428,199.46	37,089.93	0.00	104,715.45	-495,824.98
14	28/02/2035	-495,824.98	38,202.63	0.00	266,506.36	-724,128.71
15	29/02/2036	-724,128.71	39,348.71	0.00	48,403.64	-733,183.64

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the capital works fund and the likely 'Expenses' for each year of this plan. The three lines in the graph are:
Contributions line - Total capital works fund contributions per year.
Expenses line – Total anticipated expenses in each year.
Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-
'Expenditure Items' - lists the different areas and items of expenditure.
'Current Cost' - shows the current maintenance expenditure costs in today's dollars.
'Year 1' to 'Year 15' - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

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

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
1. Building Exterior																
Repaint building exterior	67,815	-	-	-	74,103	-	-	-	-	-	-	-	-	-	99,589	-
Repaint door face – one side including architraves	1,529	-	-	-	1,671	-	-	-	-	-	-	-	-	-	2,245	-
Replace aluminium windows, doors and hardware	1,065,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repaint arch bars	1,945	-	-	-	2,125	-	-	-	-	-	-	-	-	-	2,856	-
Maintain or replace balustrades (total: 200Lm)	6,951	-	-	-	-	-	-	8,300	-	-	-	-	9,622	-	-	-
Replace balustrades	115,848	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Waterproof balcony / terrace floors (total: 567m2) - 20%	96,050	-	-	-	-	-	-	114,689	-	-	-	-	-	-	141,053	-
General building maintenance & upgrades	18,000	-	-	19,096	-	-	20,867	-	-	22,802	-	-	24,916	-	-	27,227
Sub Total (Incl. GST)		**0**	**0**	**19,096**	**77,899**	**0**	**20,867**	**122,989**	**0**	**22,802**	**0**	**0**	**34,538**	**0**	**245,743**	**27,227**
2. Roof																
Maintain metal roof, gutters and downpipes (total: 1288m2)	5,177	-	-	5,492	-	-	-	-	6,367	-	-	-	-	7,381	-	-
Replace metal roof, gutters and downpipes	248,017	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace PVC awnings	29,367	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**5,492**	**0**	**0**	**0**	**0**	**6,367**	**0**	**0**	**0**	**0**	**7,381**	**0**	**0**
3. Foyers																
Repaint ceilings	2,890	-	2,977	-	-	-	-	-	-	-	3,771	-	-	-	-	-
Repaint walls	6,630	-	6,829	-	-	-	-	-	-	-	8,651	-	-	-	-	-
Repaint door face – one side including architraves	2,676	-	2,756	-	-	-	-	-	-	-	3,492	-	-	-	-	-
Maintain floor tiles (total: 108m2)	503	-	-	-	-	566	-	-	-	-	656	-	-	-	-	761
Sub Total (Incl. GST)		**0**	**12,562**	**0**	**0**	**566**	**0**	**0**	**0**	**0**	**16,570**	**0**	**0**	**0**	**0**	**761**

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
4. Lobbies & Hallways																
Repaint ceilings	6,636	-	6,835	-	-	-	-	-	-	-	8,658	-	-	-	-	-
Repaint walls	22,364	-	23,035	-	-	-	-	-	-	-	29,180	-	-	-	-	-
Repaint door face – one side including architraves	15,098	-	15,551	-	-	-	-	-	-	-	19,699	-	-	-	-	-
Replace carpet	24,460	-	-	-	26,728	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**45,421**	**0**	**26,728**	**0**	**0**	**0**	**0**	**0**	**57,537**	**0**	**0**	**0**	**0**	**0**
5. Stairwells																
Repaint walls	8,900	-	-	-	-	-	-	-	-	-	11,612	-	-	-	-	-
Repaint door face – one side including architraves	2,293	-	-	-	-	-	-	-	-	-	2,992	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**14,604**	**0**	**0**	**0**	**0**	**0**
6. Toilet & Bathrooms																
Repaint ceilings	161	-	166	-	-	-	-	-	-	-	210	-	-	-	-	-
Repaint door face – one side including architraves	191	-	197	-	-	-	-	-	-	-	249	-	-	-	-	-
Replace fittings and hard surfaces	1,170	-	-	-	-	-	1,356	-	-	-	-	-	-	-	-	-
Waterproof bathrooms	2,792	2,792	-	2,962	-	3,142	-	3,334	-	3,537	-	3,752	-	3,981	-	4,223
Sub Total (Incl. GST)		**2,792**	**363**	**2,962**	**0**	**3,142**	**1,356**	**3,334**	**0**	**3,537**	**459**	**3,752**	**0**	**3,981**	**0**	**4,223**
7. Bin Rooms																
Repaint door face – one side including architraves	573	-	590	-	-	-	-	-	-	-	748	-	-	-	-	-
Repaint floors	1,323	-	1,363	-	-	-	-	-	-	-	1,726	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**1,953**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2,474**	**0**	**0**	**0**	**0**	**0**
8. Driveway & Carpark																
Repaint line marking and safety highlights	8,717	-	-	-	-	-	-	-	-	-	-	-	-	12,428	-	-
Wash and reseal concrete surface	58,120	-	-	-	-	-	-	-	-	-	-	-	-	82,865	-	-
Repaint ceilings	95,533	-	-	-	-	-	-	-	-	-	124,649	-	-	-	-	-
Repaint walls and columns	14,663	-	-	-	-	-	-	-	-	-	19,132	-	-	-	-	-
Repaint door face – one side including architraves	1,147	-	1,181	-	-	-	-	-	-	-	1,497	-	-	-	-	-
Replace electric garage door motor and mechanisms	3,677	-	3,787	-	-	-	-	-	-	-	-	-	5,090	-	-	-
Replace garage door	7,478	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**4,968**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**145,278**	**0**	**5,090**	**95,293**	**0**	**0**
9. External Walkways																
Maintain tiles and concrete (total: 561m2)	838	838	-	-	-	-	971	-	-	-	-	1,126	-	-	-	-
Sub Total (Incl. GST)		**838**	**0**	**0**	**0**	**0**	**971**	**0**	**0**	**0**	**0**	**1,126**	**0**	**0**	**0**	**0**

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
10. Fixtures & Fittings																
Replace community television aerial & equipment	3,910	-	-	-	4,273	-	-	-	-	-	-	-	-	-	-	-
Replace letterboxes	25,299	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair or upgrade security access system / intercom	29,820	-	-	-	-	-	-	-	-	-	-	-	41,278	-	-	-
Upgrade security system / CCTV	4,428	-	-	-	-	4,984	-	-	-	-	-	-	-	-	-	6,698
Sub Total (Incl. GST)		**0**	**0**	**0**	**4,273**	**4,984**	**0**	**0**	**0**	**0**	**0**	**0**	**41,278**	**0**	**0**	**6,698**
11. Fence Maintenance																
Replace timber fence and gates (rate 100%)	975	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace boundary paling fence (rate 50%)	12,055	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace retainer walls to fences fence (rate 50%)	4,225	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
12. Landscaping																
Maintain or upgrade gardens and vegetation	2,500	-	-	-	2,732	-	-	-	-	3,167	-	-	-	-	3,671	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**2,732**	**0**	**0**	**0**	**0**	**3,167**	**0**	**0**	**0**	**0**	**3,671**	**0**
13. Fire Equipment																
Maintain or upgrade fire equipment & smoke alarms	55,000	-	-	-	-	-	-	65,673	-	-	-	-	-	-	-	-
Replace or upgrade fire control panels	19,106	-	-	-	-	-	-	-	-	-	-	-	26,447	-	-	-
Replace small electric fire booster pump with pressure tank	2,527	-	-	-	2,761	-	-	-	-	-	-	-	-	-	-	-
Replace diesel fire pump and control panel	20,352	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**2,761**	**0**	**0**	**65,673**	**0**	**0**	**0**	**0**	**26,447**	**0**	**0**	**0**
14. Plant - Water																
Replace stormwater pumps	3,679	-	-	-	4,020	-	-	-	-	-	-	-	-	-	-	-
Replace sump pumps	3,623	-	-	-	3,959	-	-	-	-	-	-	-	-	-	-	-
Replace hot water system – 50L electric	3,157	-	-	-	-	-	-	3,770	-	-	-	-	-	-	-	-
Replace hot water system – instantaneous gas	29,065	-	-	-	-	-	-	34,705	-	-	-	-	-	-	-	-
Replace hot water circulation pumps - small	3,843	-	-	-	4,199	-	-	-	-	-	-	-	-	-	-	-
Replace hot water circulation pumps - large	2,270	-	-	-	2,480	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**14,658**	**0**	**0**	**38,475**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Expenditure Item	Current Cost	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)	Year 11 (2032)	Year 12 (2033)	Year 13 (2034)	Year 14 (2035)	Year 15 (2036)
15. Plant - Electrical																
Replace switchboards	89,456	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace or upgrade common light fittings	15,000	-	-	-	16,391	-	-	-	-	-	-	-	-	-	22,028	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**16,391**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**22,028**	**0**
16. Plant - Air & Ventilation																
Maintain or replace mechanical ventilation to basement and plant / service rooms	6,870	-	-	-	-	7,732	-	-	-	-	8,964	-	-	-	-	10,391
Sub Total (Incl. GST)		**0**	**0**	**0**	**0**	**7,732**	**0**	**0**	**0**	**0**	**8,964**	**0**	**0**	**0**	**0**	**10,391**
17. Lifts																
Refurbish lift interior	35,878	-	-	-	-	-	-	42,840	-	-	-	-	-	-	-	-
Replace lifts	313,319	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**0**	**0**	**0**	**42,840**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Grand Total (Incl. GST)		**3,630**	**65,267**	**27,550**	**145,442**	**16,424**	**23,194**	**273,311**	**6,367**	**29,506**	**245,886**	**4,878**	**107,353**	**106,655**	**271,442**	**49,300**
Contingency Allowance (Incl. GST)		**290**	**5,221**	**2,204**	**11,635**	**1,314**	**1,856**	**21,865**	**509**	**2,360**	**19,671**	**390**	**8,588**	**8,532**	**21,715**	**3,944**
Grand Total Expenses (Incl. Contingency Allowance and GST)		**3,920**	**70,488**	**29,754**	**157,077**	**17,738**	**25,050**	**295,176**	**6,876**	**31,866**	**265,557**	**5,268**	**115,941**	**115,187**	**293,157**	**53,244**

Building Data List from the Property Inspection for Strata Plan 86799

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

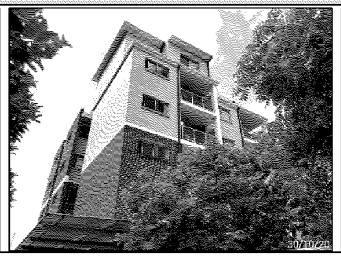
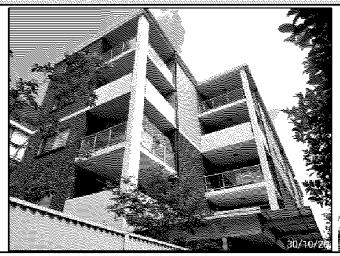
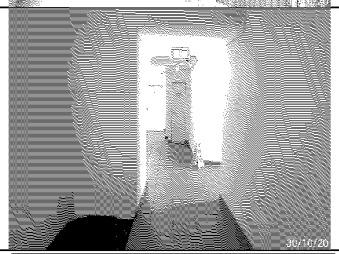
'Items' – identifies and describes the maintenance item
'Qty' – lets you know the total quantity of that item
'Unit' – is the unit rate used to measure the quantity
'Rate' – is the cost of each unit in dollars
'Value' – is the quantity (Qty) multiplied by the Rate ($)
'Next Due' - is the remaining life in years until an item needs money spent on it.
'Total Life' - is the total life the item after it is replaced, repaired or repainted.
'Comments' – details any useful explanatory notes for the item.

Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
1. Building Exterior							
Repaint building exterior	1,186	m2	57.18	67,815.00	4	10	Ongoing painting program - includes height allowance
Repaint door face – one side including architraves	8	Ea	191.11	1,529.00	4	10	Ongoing painting program
Replace aluminium windows, doors and hardware	1	Item	1,065,000.00	1,065,000.00	32	40	Replace as required - price will vary on product used
Repaint arch bars	105	Lm	18.52	1,945.00	4	10	Ongoing painting program
Maintain or replace balustrades (total: 200Lm)	12	Lm	579.24	6,951.00	7	5	Repair as required
Replace balustrades	200	Lm	579.24	115,848.00	32	40	Replace as required - price will vary on product used
Waterproof balcony / terrace floors (total: 567m2) - 20%	113	m2	850.00	96,050.00	7	7	Waterproof as required - remove tiles and failed membrane & improve drainage, install new membrane and new floor
General building maintenance & upgrades	1	Item	18,000.00	18,000.00	3	3	General repairs and future upgrades
2. Roof							
Maintain metal roof, gutters and downpipes (total: 1288m2)	30	m2	172.56	5,177.00	3	5	Repair as required
Replace metal roof, gutters and downpipes	1,288	m2	192.56	248,017.00	32	40	Replace as required
Replace PVC awnings	206	m2	142.56	29,367.00	17	25	Replace as required
3. Foyers							
Repaint ceilings	108	m2	26.76	2,890.00	2	8	Ongoing painting program
Repaint walls	260	m2	25.50	6,630.00	2	8	Ongoing painting program
Repaint door face – one side including architraves	14	Ea	191.11	2,676.00	2	8	Ongoing painting program
Maintain floor tiles (total: 108m2)	3	m2	167.54	503.00	5	5	Replace as required
4. Lobbies & Hallways							
Repaint ceilings	248	m2	26.76	6,636.00	2	8	Ongoing painting program
Repaint walls	877	m2	25.50	22,364.00	2	8	Ongoing painting program
Repaint door face – one side including architraves	79	Ea	191.11	15,098.00	2	8	Ongoing painting program
Replace carpet	248	m2	98.63	24,460.00	4	12	Replace as required

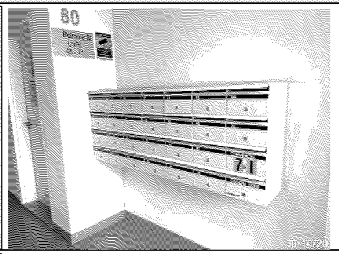
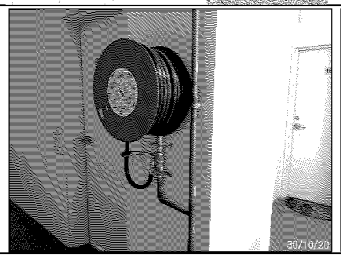
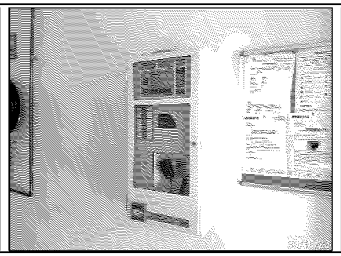
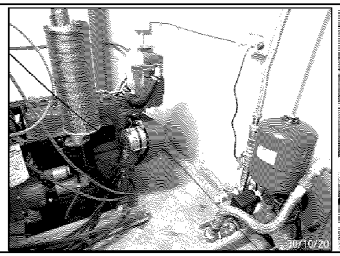
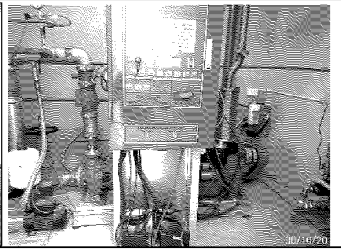
Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
5. Stairwells							
Repaint walls	349	m2	25.50	8,900.00	10	16	Ongoing painting program - paint every second paint cycle
Repaint door face – one side including architraves	12	Ea	191.11	2,293.00	10	16	Ongoing painting program - paint every second paint cycle
6. Toilet & Bathrooms							
Repaint ceilings	6	m2	26.76	161.00	2	8	Ongoing painting program
Repaint door face – one side including architraves	1	Ea	191.11	191.00	2	8	Ongoing painting program
Replace fittings and hard surfaces	1	m2	1,169.54	1,170.00	6	10	Replace as required
Waterproof bathrooms	2	Ea	1,395.88	2,792.00	1	2	Repairs only
7. Bin Rooms							
Repaint door face – one side including architraves	3	Ea	191.11	573.00	2	8	Ongoing painting program
Repaint floors	36	m2	36.76	1,323.00	2	8	Maintain as required
8. Driveway & Carpark							
Repaint line marking and safety highlights	585	Lm	14.90	8,717.00	13	20	Repaint as required
Wash and reseal concrete surface	3,570	m2	16.28	58,120.00	13	20	Reseal as required
Repaint ceilings	3,570	m2	26.76	95,533.00	10	16	Ongoing painting program - paint every second paint cycle
Repaint walls and columns	575	m2	25.50	14,663.00	10	16	Ongoing painting program - paint every second paint cycle
Repaint door face – one side including architraves	6	Ea	191.11	1,147.00	2	8	Ongoing painting program
Replace electric garage door motor and mechanisms	1	Ea	3,676.74	3,677.00	2	10	Replace as required
Replace garage door	1	Ea	7,478.19	7,478.00	22	30	Replace as required
9. External Walkways							
Maintain tiles and concrete (total: 561m2)	5	m2	167.54	838.00	1	5	Replace as required
10. Fixtures & Fittings							
Replace community television aerial & equipment	2	Item	1,955.23	3,910.00	4	12	Replace as required
Replace letterboxes	72	Ea	351.38	25,299.00	17	25	Replace as required
Repair or upgrade security access system / intercom	1	Item	29,820.00	29,820.00	12	20	Replace as required
Upgrade security system / CCTV	1	Item	4,428.18	4,428.00	5	10	Upgrade as required
11. Fence Maintenance							
Replace timber fence and gates (rate 100%)	5	Lm	194.99	975.00	25	25	Repair or replace as required
Replace boundary paling fence (rate 50%)	121	Lm	99.63	12,055.00	17	25	Repair or replace as required
Replace retainer walls to fences fence (rate 50%)	30	Lm	140.84	4,225.00	17	25	Repair or replace as required
12. Landscaping							
Maintain or upgrade gardens and vegetation	1	Item	2,500.00	2,500.00	4	5	Upgrade as required
13. Fire Equipment							
Maintain or upgrade fire equipment & smoke alarms	1	Item	55,000.00	55,000.00	7	10	
Replace or upgrade fire control panels	1	Item	19,105.67	19,106.00	12	20	Replace as required

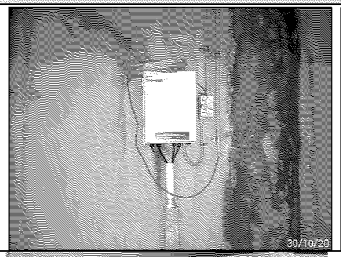
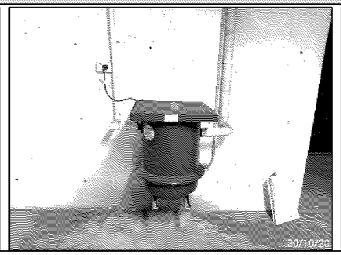
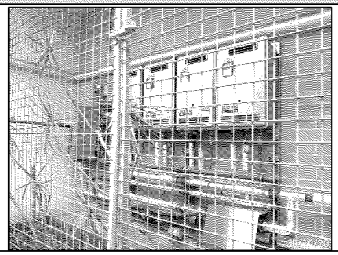
Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
Replace small electric fire booster pump with pressure tank	2	Ea	1,263.50	2,527.00	4	12	Replace as required
Replace diesel fire pump and control panel	1	Ea	20,352.22	20,352.00	27	35	Repair or replace as required
14. Plant - Water							
Replace stormwater pumps	2	Ea	1,839.52	3,679.00	4	12	Replace as required
Replace sump pumps	2	Ea	1,811.72	3,623.00	4	12	Replace as required
Replace hot water system – 50L electric	4	Ea	789.16	3,157.00	7	15	Replace as required
Replace hot water system – instantaneous gas	9	Ea	3,229.42	29,065.00	7	15	Replace as required
Replace hot water circulation pumps - small	4	Ea	960.70	3,843.00	4	12	Replace as required
Replace hot water circulation pumps - large	2	Ea	1,135.23	2,270.00	4	12	Replace as required
15. Plant - Electrical							
Replace switchboards	1	Item	89,455.55	89,456.00	43	50	Replace as required
Replace or upgrade common light fittings	1	Item	15,000.00	15,000.00	4	10	Upgrade in stages as required
16. Plant - Air & Ventilation							
Maintain or replace mechanical ventilation to basement and plant / service rooms	1	Ea	6,869.70	6,870.00	5	5	Repair or replace as required
17. Lifts							
Refurbish lift interior	2	Ea	17,939.07	35,878.00	7	30	Refurbish as required
Replace lifts	2	Ea	156,659.52	313,319.00	22	30	Replace as required

BUILDING PHOTOS

Item Group	Photo
Building Exterior	   
Roof	
Foyers	
Lobbies & Hallways	 

Item Group	Photo
Stairwells	
Bin Rooms	
Driveway & Carpark	
External Walkways	 

Item Group	Photo
Fixtures & Fittings	 
Fence Maintenance	 
Landscaping	
Fire Equipment	   

Item Group	Photo
Plant - Water	   
Plant - Air & Ventilation	
Lifts	

Inspector's Report for Strata Plan 86799

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

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

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

4. An allowance has been made for the maintenance of the driveway. Cleaning may be carried out using high pressure water or a chemical wash, however the Owners Corporation should take care to abide by water-use restrictions when doing so.

5. The powder coated metalwork throughout the property may be subject to a manufacturer's warranty and, as such, the manufacturer's cleaning and maintenance recommendations should be followed to maximise the lifespan of the product.

6. We have allocated funds for the common issues where waterproofing fails and needs reinforcing.

7. An allowance for general building maintenance & repairs and upgrades was added.

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

9. The metal roof & flashings needs regular visual inspection and maintenance schedule.

10. Maintenance of fire equipment was included in this report for smoke detectors, fire fighting equipment, fire control panel and pumps.

11. We have not been advised of any major recent works or proposed works for the near future.

12. The current levies are too low to maintain and improve the property over the next 20 years. It is essential to budget for major works and upgrades.

Report Notes

Capital Works Fund Plan (NSW)

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

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

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

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

74 Capital works fund

(1) ***Establishment of fund***
An owners corporation must establish a capital works fund.
(2) ***Amounts payable to fund***
An owners corporation must pay the following amounts into the capital works fund:
  (a) *the contributions levied on, and paid by, owners for payment into the fund,*
  (b) *any amounts paid to the owners corporation by way of discharge of insurance claims, unless paid into the administrative fund,*
  (c) *any amounts paid to the owners corporation under Part 11,*
  (d) *any amount received by the owners corporation that is not required or permitted to be paid into the administrative fund,*
  (e) *the proceeds of any investment of the fund.*
(3) *An owners corporation may also pay the following amounts into the capital works fund:*
  (a) *any income of the owners corporation,*
  (b) *any amount that may be, but is not required to be, paid into the fund under this Act.*
(4) ***Amounts payable from fund***
An owners corporation may pay money from its capital works fund only for the following purposes:
  (a) *payments of the kind for which estimates have been made under section 79 (2),*
  (b) *payments made in accordance with this Division on a distribution of a surplus in the fund,*
  (c) *payments of amounts for the purposes of Part 11,*
  (d) *the transfer of money to the administrative fund or to pay expenditure that should have been paid from the administrative fund.*
(5) ***Exemption***
An owners corporation for a strata scheme comprising 2 lots need not establish a capital works fund if:
  (a) *the owners corporation so determines by unanimous resolution, and*
  (b) *the buildings comprised in one of those lots are physically detached from the buildings comprised in the other lot, and*
  (c) *no building or part of a building in the strata scheme is situated outside those lots.*

THIS REPORT DEALS WITH THE CAPITAL WORKS FUND PLAN.

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

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

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

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

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

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

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

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

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

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

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

Safety - The inspection does not cover safety issues.

Lifts - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Strata Committee Committee/Representative.

Fire Maintenance – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Strata Committee/Representative.

Window Safety Device – It is mandatory to install a safety device/ lock that restricts the opening of an openable window to less than 12.5cm. The device must be able to withstand a specific outward pushing force. All windows in

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

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

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

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

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

Receipt No. 2164629

Backflow containment device test

Property details

Property number
5570911

Owner(s)
THE OWNERS - STRATA PLAN 86799

Address
2 Porter St Ryde NSW 2112

Site contact

Name
Damien Siddons

Email
-

Phone
0427492359

Company/Position
-

Device test details

Date of test
20/06/2025

Connection type
Sydney Water meter

Meter number
GGLE0125

Make
WILKINS-ZURN

Model
375RP

Serial number
B335626

Size
50mm

Device type
RPZD

Device location
Adjacent Water Meter

Testing gauge

Make
Dura 300DGC

Serial number
HC-4973

Date last calibrated
01/02/2025

Authorised tester

Licence number
24942S

Trading name
Watermark Plumbing and Draining

Contact number
0412477677

Name
Matt Haggerston

I declare that I was physically on site and performed the backflow containment test for this device in accordance with the current Australian Standards, AS/NZS3500.1 and AS/NZS2845.3.

PASS

SafeWork

ABN: 81 913 830 179
13 10 50
safework.nsw.gov.au
licensing@safework.nsw.gov.au

NSW GOVERNMENT

Plant Item Registration Certificate

Work Health & Safety Act 2011
Work Health & Safety Regulation 2017

Item registration number

L6-189400/15

Registration period

02 Jan 2025 - 01 Jan 2026

Registration holder

The Trustee For The Owners Strata Plan 86799

ABN: 98139815698

Plant Item details

Item type Lift
Type of lift Goods/ Passenger
Control Type Automatic
Drive and suspension type Electric / Drum
Carriage type Unknown
Rated load (kg) 1250.00
Maximum number of passengers 16
Travel (m) 60.00
Designer's rated speed 1.50

Manufacturer GOING UP LIFTS
Model name / number
Year of Manufacture
Serial number JO151255L1

Design registration number LEM6-12701910
Unique identifier 1

Plant location

Fixed location 2-4 PORTER STREET . RYDE 2118 NSW

Date Submitted: 28/06/17 02:41 PM
Submitted By: matt@asqbwindowsafety.com.au

Window Compliance Certificate.

Building Detail

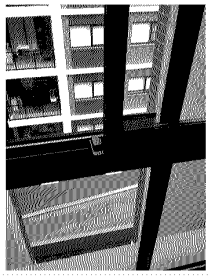
Strata Plan	86799
Unit	Common Areas Units 1-44
Address	2 Porter Street
Suburb	Ryde

Window Quantity

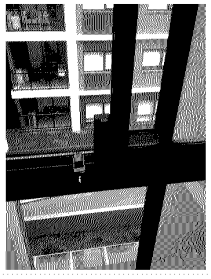
Total Quantity of Windows that ARE affected by Legislation	5

Work Detail

Installation Details - # 1

Window Location	Stairway/ hallway
Window Function	Sliding Aluminium
Device Installed	Venlock
Image of installed device locked in the vent position. Including sash stoppers	

Installation Details - # 2

Window Location	Stairway/ hallway
Window Function	Sliding Aluminium
Device Installed	Venlock
Image of installed device locked in the vent position. Including sash stoppers	

Installation Details - # 3

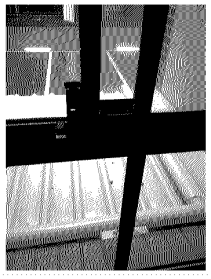
Window Location	Stairway/ hallway
Window Function	Sliding Aluminium
Device Installed	Venlock

Date Submitted: 28/06/17 02:41 PM
Submitted By: matt@asqbwindowsafety.com.au

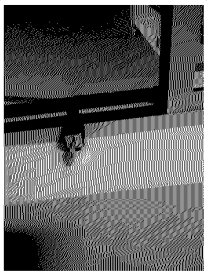
Window Compliance Certificate.

Image of installed device locked in the vent position. Including sash stoppers	

Installation Details - # 4

Window Location	Stairway/ hallway
Window Function	Sliding Aluminium
Device Installed	Venlock
Image of installed device locked in the vent position. Including sash stoppers	

Installation Details - # 5

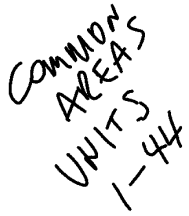
Window Location	Stairway/ hallway
Window Function	Sliding Aluminium
Device Installed	Venlock
Image of installed device locked in the vent position. Including sash stoppers	

Installer and resident acknowledgements.

Resident please read	All safety devices must be fitted by ASQB. Installers are not permitted to supply safety devices for DIY installation. Safety devices must not be removed, altered or tampered with in any way. By signing below you recognise that all of the ASQB installed window safety devices are in good working order at the time of installation. You have also provided access, and shown installer all windows within your lot. If at any time in the future a window safety device fails to work accordingly, the window is to be locked in the closed position, extreme caution is to be exercised and you are to contact your managing agent & or the body corporate for further action.
Resident Name	Building Units 1-44, Common Areas

Date Submitted: 28/06/17 02:41 PM
Submitted By: matt@asqbwindowsafety.com.au

Window Compliance Certificate.

Resident to sign, acknowledging the above statement.	
	28/06/17 02:40 PM
Installer please read	All safety devices have been installed/ assessed in accordance with regulation standards. You have made a clear record of any windows that are still pending, the reason why still pending and possible solutions.
Installer to sign, acknowledging the above statement.	
	28/06/17 02:40 PM

Date Submitted: 29/06/17 01:29 PM
Submitted By: matt@asqbwindowsafety.com.au

Window Compliance Certificate.

Building Detail

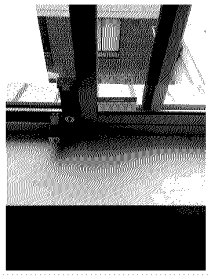
Strata Plan	86799
Unit	Common Areas Units 45-71
Address	2 Porter Street
Suburb	Ryde

Window Quantity

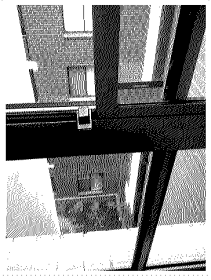
Total Quantity of Windows that ARE affected by Legislation	5

Work Detail

Installation Details - # 1

Window Location	Stairway/ hallway
Window Function	Sliding Aluminium
Device Installed	Venlock
Image of installed device locked in the vent position. Including sash stoppers	

Installation Details - # 2

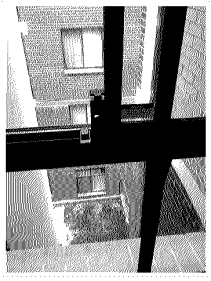
Window Location	Stairway/ hallway
Window Function	Sliding Aluminium
Device Installed	Venlock
Image of installed device locked in the vent position. Including sash stoppers	

Installation Details - # 3

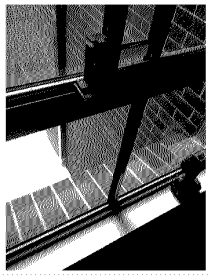
Window Location	Stairway/ hallway
Window Function	Sliding Aluminium
Device Installed	Venlock

Date Submitted: 29/06/17 01:29 PM
Submitted By: matt@asqbwindowsafety.com.au

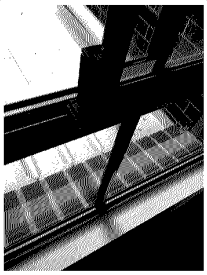
Window Compliance Certificate.

Image of installed device locked in the vent position. Including sash stoppers	

Installation Details - # 4

Window Location	Stairway/ hallway
Window Function	Sliding Aluminium
Device Installed	Venlock
Image of installed device locked in the vent position. Including sash stoppers	

Installation Details - # 5

Window Location	Stairway/ hallway
Window Function	Sliding Aluminium
Device Installed	Venlock
Image of installed device locked in the vent position. Including sash stoppers	

Installer and resident acknowledgements.

Resident please read	All safety devices must be fitted by ASQB. Installers are not permitted to supply safety devices for DIY installation. Safety devices must not be removed, altered or tampered with in any way. By signing below you recognise that all of the ASQB installed window safety devices are in good working order at the time of installation. You have also provided access, and shown installer all windows within your lot. If at any time in the future a window safety device fails to work accordingly, the window is to be locked in the closed position, extreme caution is to be exercised and you are to contact your managing agent & or the body corporate for further action.
Resident Name	Common Areas Units 45-71

Date Submitted: 29/06/17 01:29 PM
Submitted By: matt@asqbwindowsafety.com.au

Window Compliance Certificate.

Resident to sign, acknowledging the above statement.	
	29/06/17 11:20 AM
Installer please read	All safety devices have been installed/ assessed in accordance with regulation standards. You have made a clear record of any windows that are still pending, the reason why still pending and possible solutions.
Installer to sign, acknowledging the above statement.	
	29/06/17 11:20 AM

BUILDING MANAGER'S

REPORT

FOR

2-4 Porter Street, Ryde / STRATA PLAN 86799



REPORT PREPARED BY: Pedro Schrage

MONTH OF REPORT: June to August 2024

Repair & Maintenance

Case 198 - 30/8/2024 - Locksmith Works - Garbage Room & Side Gate

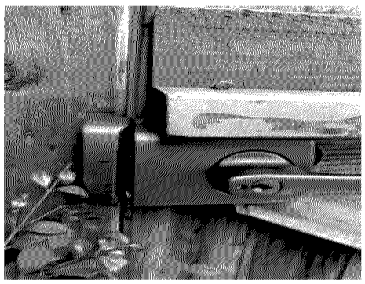
Bells Locksmiths were engaged to attend to:

- Garbage room door (Porter St side) door is hitting bottom of the other door (this is a double door)
- Side gate timber gate not latching again as the door seems to move up and down as temperature and humidity changes. BM enquired whether it would be possible to install a larger strike to ensure gate latches even if door moves slightly up/down; locksmiths advised they might be able to make the strike hole slightly larger but there is not a larger strike available; however, locksmith does not believe this would fix the issue as they can make it only marginally larger and from their previous notes they have had to relocate the strike to a different position each time.

Completed on 4 September 2024.

Status: Completed

Date Completed: 6/9/2024 09:57 am


Case 188 - 21/8/2024 - Hot water heater system - bi-annual preventative maintenance - August 2024

On 21 August 2024, D & Plumbing carried out bi-annual programmed maintenance of hot water systems, as

well as attended to reported leaking hot water unit.

Reports attached. Technician's comments below regarding Belmore St Side:

"The system is is good condition apart from Number unit 3 has a leaking heat exchanger and the unit will require replacement as of the age.I have isolated the unit to make safe and uploaded pictures."

Quotation for replacement of leaking tank (see technician's comment above) was provided: $3,333.21 + GST. SM requested comparative quotes from Watermark Plumbing and Sublime Plumbing. Comparison below:

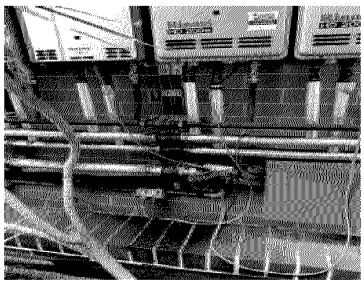
- D&N: $3,333.21 + GST
- Watermark: $3,139.20 + GST
- Sublime: $3,300.00 + GST

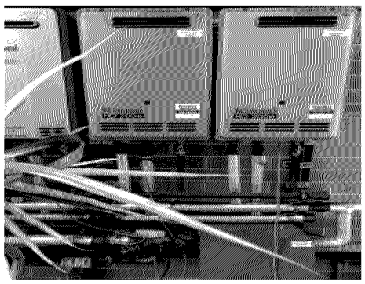
SM issued WO to Watermark Plumbing; works scheduled for 6 September.

Quotes: 1. View Attachment ($3,139.20) 2. View Attachment ($3,333.21)

Documents: 1. work-order.pdf 2. quote-request.pdf 3. quote-request.pdf 4. 80belmore.pdf 5. 2-4-porter-street-d.pdf

Status: In Progress





Case 174 - 23/7/2024 - External Floor Tile Repairs

BM sought quotations from Delyn Construction and St Ives Handy Man Services for replacing broken tiles in the courtyard.

Delyn Construction: $1,320.00 + GST St Ives Handyman Services: $430.00 incl. GST SIHS was engaged to proceed with repairs - completed on 21/8/24.

Quotes: 1. View Attachment ($1,320.00) 2. View Attachment ($430.00)

Invoices: 1. View Attachment ($430.00)

Status: Completed

Date Completed: 21/8/2024 02:07 pm



Case 62 - 27/2/2024 - Lighting Replacement - Common Areas

On 27 February 2024 BM carried out audit of all 2ft and 4ft fluorescent light fittings on common areas and the below list of faulty lights were given to All Styles Electrical for a quote for replacement:

Porter St Building - 2ft	
Level 6	1x

Level 5	3x
Level 4	4x
Level 3	3x
Level 2	2x
Level 1	4x

Belmore St Building - 2ft	
Level 6	2x
Level 5	2x
Level 4	1x
Level 3	2x
Level 2	2x
Level 1 main lobby	2x (1x of them is in toilet - sometimes on but keeps turning off after a while)
Level 1 small lobby off courtyard	1x

Basement 1 4ft	1x in front of space 22 1x in front of space 27 2x in front of visitors, behind lift shaft 1x above visitor (white Mercedes)

Basement 2 4ft	1x in front of space 39 1x between spaced 57 and 58 1x in front of space 60

Quote received on 7 March: $5,780.00 + GST.

SM advised they would not be issuing a WO due to insufficient funds. SC member requested that cost for repairing 4 faulty garden bollard lights be added to the quote. Updated cost: $5,860.00 + GST. To be discussed at next SCM.

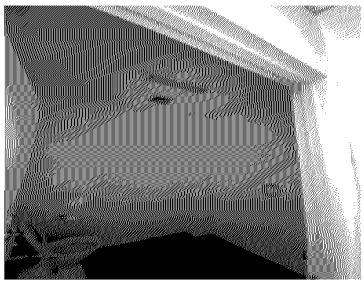
SC decided this needs to be discussed with all owners at next AGM. Approved by OC during AGM held in May 2024.

Works completed in July 2024.

Quotes: 1. View Attachment ($5,780.00) 2. View Attachment ($5,860.00)

Status: Completed

Date Completed: 6/9/2024 10:36 am


Hydraulic Services

Case 196 - 21/8/2024 - Irrigation Drip Line - Burst

Irrigation pipe in courtyard planter box found leaking on 21 August. BM engaged Watermark Plumbing to repair.

Watermark attended on same day and reported:

"Description:

• Attended to site to cut out burst section of irrigation within common courtyard garden bed.
• Gained access into site and located burst section of irrigation.
• Cut out burst section of irrigation and replaced burst section of irrigation.
• As irrigation has low pressure we where able to do the job live.
• Site left clean on competition.

Conclusion:

• Replaced burst section of irrigation.

Recommendation:.

• No further works required."

Documents: 1. wate-1-task-jn12432.pdf

Status: Completed

Date Completed: 22/8/2024 03:17 pm





Case 195 - 21/8/2024 - Grease Trap - Overflowing

When onsite on 21 August 2024 BM found grease trap was overflowing.

Sydney Central Pumps were engaged. Following attendance, they reported:

"Attended site to inspect and repair the grease trap pump located on level B1. Upon inspection, found the system was pumped down with a heavy build-up of grease on the float and its cable. The cables were beginning to soften due to the grease, causing the float to get caught up intermittently as cable ties had moved. The float was reset and the system was tested several times to ensure proper functioning. It is recommended to monitor the condition of the cables and the float for any further issues due to grease build-

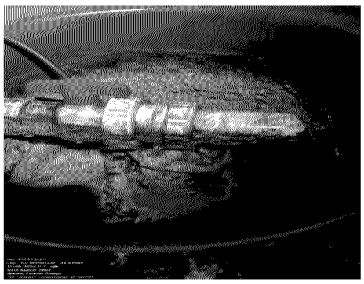
up. The work area was cleaned and all old used parts and rubbish were removed from the site."

Documents: 1. work-order.pdf

Status: Completed

Date Completed: 30/8/2024 10:41 am





Case 180 - 25/7/2024 - Burst Irrigation Pipe

On 25 July 2024 a resident reported one of the irrigation pipes in the common courtyard was leaking. BM engaged Watermark Plumbing, who repaired the pipe on same day and reported:

"Description:

- Attend to site and gain access.
- Locate the common court yard area in the middle of building.
- Locate the irrigation box to turn off the solenoid to isolate the water.
- Cut out broken section of drip line and replace with new pipe work located in the common area walk way.
- Cut out broken section of drip line and replace with new pipe work located near the middle of common court yard stairs (this broken pipe section was noticed while on site).
- Turn the water supply on and test the system is working correctly.
- Site left clean on completion.

Conclusion:

- Repair two broken sections of drip line located in the common court yard area.

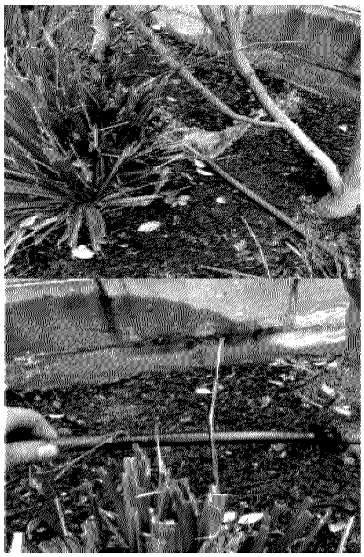
Recommendation:

- No further work required."

Documents: 1. wate-1-task-jn12314.pdf

Status: Completed

Date Completed: 26/7/2024 09:54 am







Case 158 - 2/6/2024 - Unit 4 - Blocked Drainage

On 2 June 2024 tenant reported:

"I wanted to inform you that the drainage issue outside our unit has recurred, with rainwater pooling again. Fortunately, we haven't detected any leaks inside the premises as we did last time. Additionally, the balcony drainage is also inadequate, with water pooling despite our daily efforts to clear leaves and debris."

Watermark Plumbing were engaged and unblocked the 2 drains, reporting:

"Description:

- Attended to site to high pressure water jet and CCTV inspect line within walkway outside unit 4 and unit 3 balcony
- Gained access onto site and located both effected drains within complex
- Upon inspection we found there to be a large amount of calcium build up within walk way drain.
- Removed and Calcium or debris within walk way drain and high pressure water jetted line.
- Flow tested on completion to find no blockages or issue to be found.
- CCTV inspected line to find no further blockages or issues.
- Proceeded to jet and CCTV inspected blocked balcony drain within unit 4.

- Gained access into unit and located effected drain.
- Upon inspection we found there to be a small amount of calcium within line.
- High pressure water jetted line to main pit located at front of property.
- CCTV inspected line to find a issue that will be noted down within notes.
- Cleaned gutter within unit 4 that is also connected to unit 3.
- Site let clean on completion.

Conclusion:

- High pressure water jetted line and CCTV inspected both effected drains within walkway and balcony of unit 4.

Recommendation:

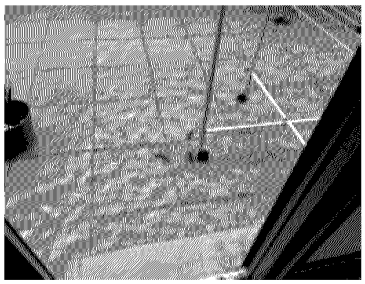
- No further work required."

Documents: 1. wate-1-task-jn12057.pdf

Status: Completed

Date Completed: 18/6/2024 12:07 pm





Fire Services

Case 162 - 22/5/2024 - Annual Fire Safety Testing - 2024

Mandatory annual fire safety testing carried out by Quantum Fire Solutions on 22 and 23 May 2024.

Quotes for rectification works received:

- Fire Pump - Diesel - $1,045.00
- Door Repairs - $2,343.00

- Smoke Alarms - $2,557.50
- Hose Reels - $1,347.50
- Exit Signs - $3,426.50
- Fire Shutters - $831.60
- Smoke Alarm - $170.50
- Fire Rated Doorset - $275.00
- Fire Pump - Diesel - $247.50
- Fire Indicator/Mechanical Service - $13,533.30
- Mechanical Ait CO Systems - $9,990.75

Total - $35,768.15 SM requested BM to obtain comparative quotes for below quotes:

- Exit Signs
- Fire Indicator/Mechanical Service
- Mechanical Ait CO Systems

Summit Mechanical Services, All Style Electrical, A Plus Fire, Storm Fire Solutions and FireChief Fire Services were invited to quote.

Storm Fire Solutions declined to quote and advised:

“Without knowing the site and testing it currently those defects would require quiet sometime for us to investigate, then quote.

I would suggest you are better off having the current contractor conduct the repairs then move them on If that is what the committee wish to do. With new legislation now in place I would also suggest the current contractor would not endorse someone else’s work so would require full re test of repairs conducted.

Taking into account the above with the 2nd lot of investigation works then the re test to endorse there would be no chance the committee save any money on this.”

Quotes received:

Exit Signs

- All Style - $1790.00 + GST

Summit Mechanical Services, A Plus Fire and FireChief Fire Services to provide quotes.

WO issued to All Style Electrical for Exit Signs repairs/replacement.

As AFSS is overdue, SM issued WOs to Quantum for all remaining items except:

- 5039 - Fire Indicator/Mechanical Service - $12,303.00 + GST
- 4965- Mechanical Ait CO Systems - $9,082.50 + GST

On 22 July BM received quote from A Plus Fire which covers both quotes from Quantum. Cost: $14,380.00 + GST ($7,700 savings if SC decide to go with A Plus Fire).

BM waiting on a comparative quote from FireChief.

As FireChief failed to provide a quotation, SM issued WO to A Plus Fire for:

- Fire Indicator/Mechanical Service
- Mechanical Ait CO Systems

A Plus to schedule works.

Quantum completed diesel pump repairs on 2 September.

Quotes: 1. View Attachment ($3,115.00) 2. View Attachment ($1,225.00) 3. View Attachment ($2,325.00) 4. View Attachment ($2,130.00) 5. View Attachment ($950.00) 6. View Attachment ($756.00) 7. View Attachment ($155.00) 8. View Attachment ($250.00) 9. View Attachment ($225.00) 10. View Attachment ($12,303.00) 11. View Attachment ($9,082.50) 12. View Attachment ($1,790.00) 13. View Attachment ($14,380.00)

Documents: 1. sp86799-residential-and-commercial-annual-fire-inspection-notice-qr-code-22424-and-23424.pdf 2. work-order.pdf 3. work-order.pdf 4. work-order.pdf 5. work-order.pdf

Status: In Progress

Case 154 - 23/5/2024 - FIP Faults and Fire Alarms (2 & 7 June 2024)

During routine site inspection, BM found a fault in the fire indicator panel. Fault was reported to Quantum Fire, who advised:

"This is a maintenance fault only, and not caused by a false alarm, and will not affect the panel or building in any way. This fault is included in our annual defect quote following the inspection and will require replacement."

On 30 May SM issued WO for addressing this fault.

On 2 June 2024 fire alarm went off due to this fault which had not yet been repaired. Quantum Fire were notified. Quantum advised on 4 June:

"The detector in alarm was located in the Block A Fire Stairs on the Ground Level, and the cause was due to the excessive water condensation on the ceiling.
Three other detectors in the fire stairs and carpark areas also contain heavy condensation – I've attached some photos for reference.

We have temporarily isolated the detector on the Ground level stairs until the water issue can be addressed. Confirming this is the detector that is approved to be replaced."

Approved replacement scheduled for 13 June 2024. BM enquired on the possibility to move affected smoke

detectors to dry areas.

Another false alarm on 7 June (same issue with a different smoke detector). BM reported to Quantum.

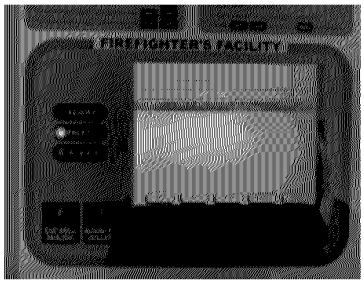
Faulty smoke detectors were replaced. See case 157 for solution for moisture damage to smoke detectors.

Quotes: 1. View Attachment ($255.00)

Documents: 1. work-order.pdf

Status: Completed

Date Completed: 18/6/2024 12:00 pm





Case 150 - 17/5/2024 - Fire Alarm (17 May 2024) and ASE Installation

The fire alarm went off at entire building on 17 May 2024 around 10:50pm. Residents contacted BM, who engaged the Fire Brigade; Fire Brigade advised BM they had not been notified automatically.

Upon attendance, Fire Brigade authorised residents to go back in to units (false alarm).

BM found FIP indicating no fault on 20 May. Quantum Fire to investigate reason Fire Brigade was not automatically notified.

On 23 May, Quantum advised:

"Our technician attended the callout on 20/5. The Panel had already been reset by the brigade when our technician had attended.

The alarm was set off in Zone 11, Detector #3, this is located on Tower A, Level 6.
It appears the brigade had isolated the alarm, and then cleared it on the panel.
Unfortunately, it does not allow us to view the panel history prior to this.

Our technician went to Level 6 of building A, but found no cause for the alarm to sound, and has deemed this

as a false alarm.

Please note, the fire brigade did not automatically attend as there is no ASE present on this Fire Panel (The ASE function will alert the brigade directly). The only way for the brigade to attend to an alarm is to call them.

The Panel has returned to a normal state and has not gone back into alarm since."

Quantum confirmed it is possible to install an ASE to the existing FIP. BM requested Romteck Grid and Johnson Controls to quote on installing, configuring and monitoring an ASE to the FIP.

Johnson Controls:

- Installation: $250.00 + GST
- Monitoring: $30.77 + GST/week (3 year contract)

Romteck Grid:

- Installation: free of charge
- Monitoring:
- $36.54 + GST/week (1 year contract)
- 32.70 + GST/week (3 year contract)
- 30.77 + GST/week (5 year contract)

Quotes shared with SC on 8 July 2024 for consideration. As there was no majority in favour or against, BM followed up on voting on 17 July 2024.

The SC decided to proceed with Romteck Grid - 5 years.

Installation to be scheduled.

Quotes: 1. View Attachment ($30.77) 2. View Attachment ($30.77)

Documents: 1. work-order.pdf 2. work-order.pdf

Status: In Progress



Lifts

Case 173 - 17/7/2024 - Lift 2 - Level 2 Hall Button/Display Not Working

Residents reported that the lift button and display on level 2 of Belmore St building was not working.

BM engaged GoingUp Elevators who attended on the same day and reported:

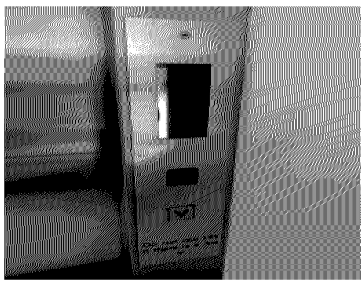
- "Lift running on arrival
- Lop screen not working on level 2
- Found issue to be loose wire.
- Re terminated wire and test okay.
- Lift in service"

Report attached; no further issues reported.

Documents: 1. work-order.pdf 2. 170724-callout-report-14680-151255-2.pdf

Status: Completed

Date Completed: 19/7/2024 02:28 pm



Case 159 - 10/6/2024 - Lift Emergency Phones - 4G Upgrade

Telstra and Optus are phasing out 3G network in the near future. Lift emergency phones are currently communicating on the 3G network for back-to-base monitoring and will become ineffective once the 3G network shutdowns take place.

To ensure uninterrupted monitoring and the continued effectiveness of lift emergency phones, Lifttech were engaged to carry out upgrade to 4G network device for each lift.

Upgrade completed on 22 June 2024; report attached.

Status: Completed

Date Completed: 24/6/2024 08:21 am

Mechanical Services

Case 157 - 3/6/2024 - Moisture Damage to Smoke Alarms in Fire Stairs

Following multiple false fire alarms related to smoke detectors located on ceiling of carpark fire stairs, BM enquired with Quantum Fire on a permanent solution. Quantum advised:

"Unfortunately, there isn't anywhere nearby they can be relocated to without affecting coverage of the stairs, and also avoiding the condensation.

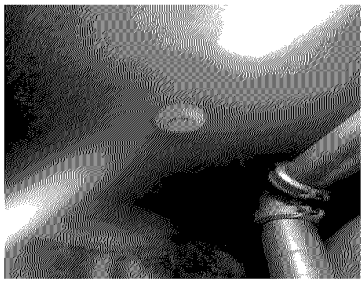
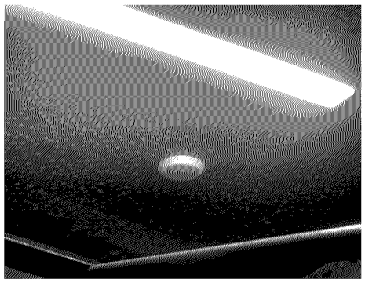
I searched through this building's history and found a quotation Quantum issued in 2021 to install ventilation fans in these fire stairs, however, it was never actioned by the previous management.

I'll have this requoted and reissued – this will be the best outcome to rectify the condensation issue."

BM obtained quotes from Quantum Fire and A Plus Fire. A Plus Fire's quote approved. See case 162 for further details.

Status: Completed

Date Completed: 22/8/2024 03:26 pm


Cleaning

Case 194 - 11/8/2024 - Damaged garbage bins

The BM contacted City of Ryde Council and requested replacement of 6x 240l general waste bins and 1x 660l

general waste bin.

Bins replaced on 28 and 30 August 2024.

Status: Completed

Date Completed: 30/8/2024 11:32 am



Case 51 - 12/2/2024 - Pressure Cleaning - External Floor Tiles

As external floors are dirty and slippery when wet, BM obtain comparative quotes for pressure cleaning external floor tiles.

Agile Building Management is also offering to include cleaning services under their contract. Please see below comparison:

- Agile BM: **$1,200.00 + GST**
- Jet Pro Solutions: **$3,490.00 + GST**
- Aster Services: **$1,200.00 + GST**

Quotes presented to SC for approval at SCM. SC decided this needs to be discussed with all owners at next AGM.

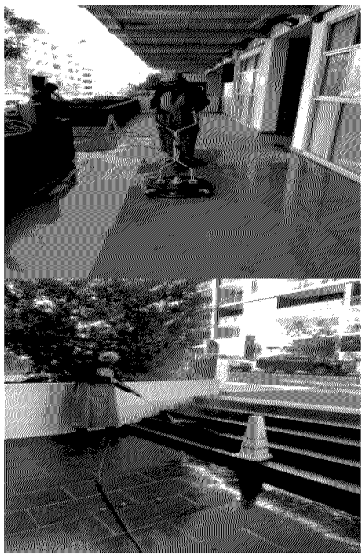
Agile BM's quote approved by OC during AGM held in May 2024.

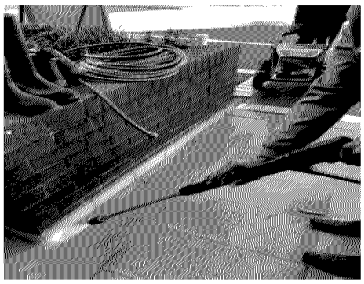
Works completed in July 2024.

Quotes: 1. View Attachment ($3,490.00) 2. View Attachment ($1,200.00)

Status: Completed

Date Completed: 6/9/2024 10:39 am





Case 50 - 12/2/2024 - Carpark Cleaning Quote

BM obtained quote from Aster Services for scrubbing carpark floor.

Agile Building Management is also offering to include cleaning services under their contract. Please see below comparison:

- Aster Services: $1,000.00 + GST
- Agile BM: $990.00 + GST

To be discussed at next SCM. SC decided this needs to be discussed with all owners at next AGM.

Agile BM's quote approved by OC during AGM held in May 2024.

Works booked in for 9 September 2024.

Quotes: 1. View Attachment ($1,000.00)

Status: In Progress

Gardening

Case 14 - 8/2/2024 - Hedge Trimming

BM requested Pharo Cleaning (building's cleaners and gardeners) to provide quote to trim and shorten the hedges in the building (one-off service), including all the internal ones and the one along the path between Porter St and Belmore St.

Agile Building Management is also offering to include gardening services under their contract. Please see below comparison:

- Pharo Cleaning: $4,900.00 + GST
- Agile BM: $1,600.00 + GST

SC to advise how they wish to proceed at next SCM.

During SCM on 16 April 2024 BM was requested to seek advice from gardener whether the hedges can be trimmed during the winter. Gardener confirmed this would be OK. Information shared with SM.

BM awaiting instructions.

Agile BM's quote approved by OC during AGM held in May 2024.

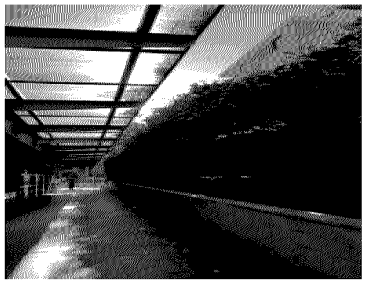
Completed on 19 June 2024.

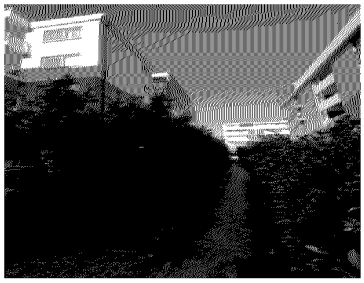
Quotes: 1. View Attachment ($4,900.00)

Status: Completed

Date Completed: 4/7/2024 11:21 am









Water Ingress

Case 197 - 21/8/2024 - Unit 21 - Water Ingress

On 20 August 2024 resident repored:

"I am writing to inform you of an internal leak in my apartment, Unit 21/2 porter st ryde.
The leak appears to be coming from the inside wall next to the bathroom and it causes lots of mould on the wall. The timber floor is damaged by the water as well."

BM inspected unit on 21 August. Further investigation required. Watermark Plumbing attended on 27 August and reported:

"Description:

• Attended to site and gained access to property.
• Gained access to unit 21 to investigate water damage in living room.
• Upon inspection water damage and mound was found behind both bathrooms backing onto showers.
• Conducted pressure moisture meter readings to find high levels of moisture in affected areas.
• Conducted pressure test in main and ensuite showers to find no drop in pressure.
• Removed mixer hand and cover plate in main and ensuite shower to find no water behind wall.
• Main bathroom has a small leak from mixer but is not tracking into wall.
• Conducted dye test of main and ensuite shower bases with 2 different colours.
• Upon conducting dye test yellow dye was found to be present under skirting in living room indicating the main shower base is defective.
• No red dye was found in affected areas but would recommend re sealing ensuite shower as well.
• Re installed mixer cover plates and sealed around mixer.
• Site left clean on completion.

Conclusion:

• Investigate water damage in living room of property.
• Conduct moisture meter reading returning a high level of moisture.
• Conduct pressure test of both showers to find no drop in pressure.
• Conduct due test of main and ensuite shower bases to find main shower base to be defective.

Recommendation:

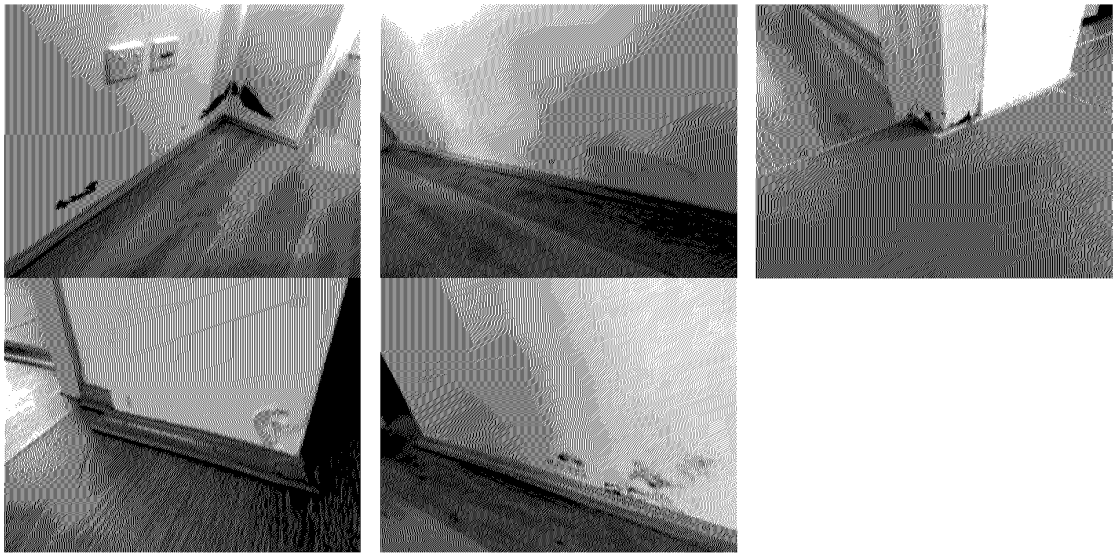
• Re seal main bathroom shower base and bathroom.
• Recommend re sealing ensuite bathroom at the same time."

Resident privately organising repairs.

Documents: 1. wate-1-task-jn12459.pdf

Status: Completed

Date Completed: 30/8/2024 11:33 am



Case 116 - 8/4/2024 - Unit 36 - Water Ingress - Bedroom Window

Resident reported on 6 April 2024:

"we have noticed one of the walls in our bedroom, especially the corner is very damp. The wall has a window which is a window that is seen from the front of the building. The area around the window is also damp."

Delyn Construction inspected unit and quoted on repairs:

- "Seal window to bedroom where brickwork meets frame with high grade uv sikaflex.
- Repair water damaged wall in bedroom,Scrape back damaged wall, apply zinsser primer to damaged area , set and sand damaged section, paint repaired area in cooler as close as possible to existing.
- Photos attached to this quotation."

Cost: $1,890.00 + GST

To be discussed with OC at AGM.

Deferred at AGM held in May 2024 for further consideration by SC. Owner enquiring whether they can proceed with works then be reimbursed by OC when funds available. SC to advise.

Works approved by SC; WO issued to Delyin Construction on 17 June 2024.

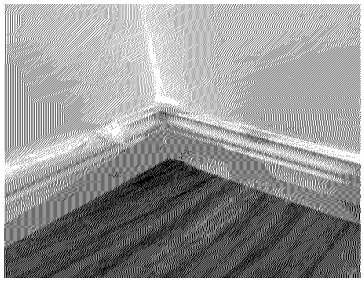
Works completed on 27 June 2024.

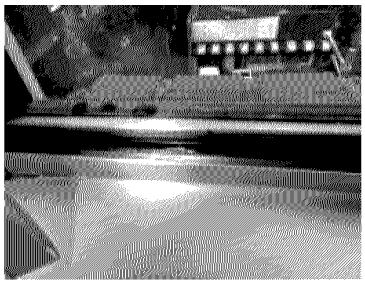
Quotes: 1. View Attachment ($1,890.00)

Documents: 1. work-order.pdf

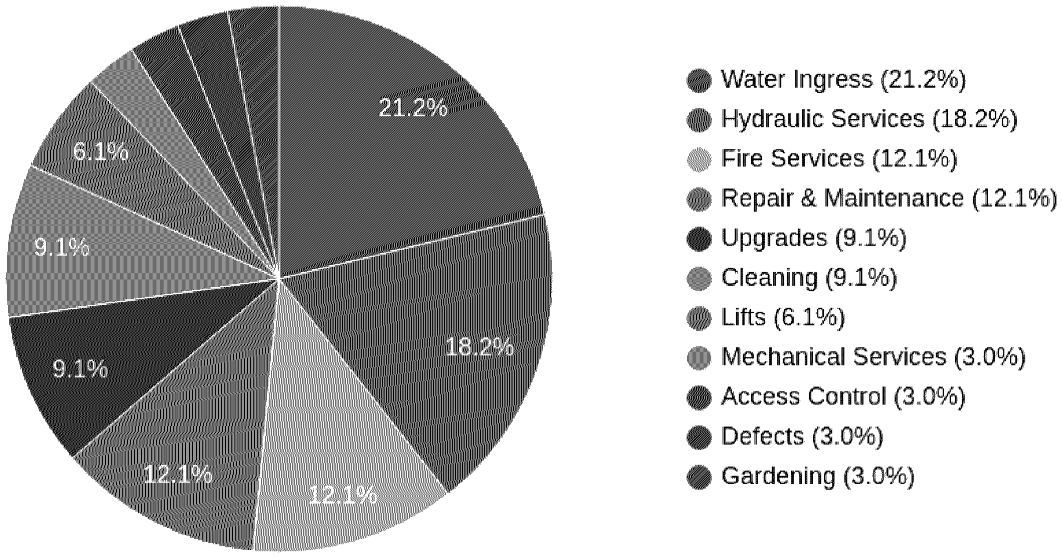
Status: Completed

Date Completed: 4/7/2024 12:31 pm





CASE SUMMARY



From: Robert Fothergill
Sent: 5/9/2025 12:04:13 AM
To: Lea Galati
Cc:
Subject: FW: SP 86799 | 2-4 Porter Street, Ryde | Basement Carpark | Update
Attachments:

- 15-2116 241106 TENDER DOCUMENTATION BC MS - DRAFT V2.pdf
- 2-4 Porter St Ryde RHM Review C 28-04-25.pdf
- Declared Design_Hydraulic.pdf

FS email and attachments please

From: Sam Nolan <snolan@rhmeng.com>
Sent: Thursday, 8 May 2025 6:38 PM
To: Robert Fothergill <Robert@thestratalife.com.au>
Cc: Curtis Payne <cpayne@rhmeng.com>; Charlie Thomas <cthomas@rhmeng.com>; Matt Scolari <mSCOLARI@rhmeng.com>
Subject: RE: SP 86799 | 2-4 Porter Street, Ryde | Basement Carpark | Update

Hi Robert,

Just an update on this.

See attached the tender document and drawings.

It is in draft format. I have provided this to demonstrate the progress.

We are still doing a final review and working with AED on the fire stairwell. We are working to have this finished shortly.

We have shortlisted the following Contractors to tender on the project:

- Unicorn Building;
- Rod Finlayson Remedial Building;
- Hitech Remedial Builders;
- Renfay Projects.

I'll keep you updated.

If you require anything further, please contact the undersigned.

Regards,

RHM Consultants

Samuel Nolan BEng (Civil) (Hons) MIEAust
Professional Engineer (PRE 0003090)
Design Practitioner (DEP 0003090)
SENIOR ENGINEERING CONSULTANT
P: (02) 9819 6022
E: snolan@rhmeng.com | **W:** www.rhmconsultants.com.au
Head office | Level 4, 224 Victoria Road, Drummoyne NSW 2047
Northern Beaches | Suite G.02, 385 Sydney Road, Balgowlah NSW 2093
Newcastle | 2 Dick Street, Newcastle West NSW 2302

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From: Robert Fothergill <Robert@thestratalife.com.au>
Sent: Friday, 2 May 2025 9:17 AM
To: Sam Nolan <snolan@rhmeng.com>

Cc: Curtis Payne <cpayne@rhmeng.com>; Charlie Thomas <cthomas@rhmeng.com>; Matt Scolari <mSCOLARI@rhmeng.com>
Subject: RE: SP 86799 | 2-4 Porter Street, Ryde | Fire and Life Safety Advice | Basement Carpark

Thanks Sam, did you see my other email from the Committee regarding areas of concern in the basement? Re-attached.

Robert Fothergill
Director/Licensee in Charge
D: (02) 9456 9917
E: Robert@thestratalife.com.au

StrataLife
P: (02) 9456 9965
W: www.thestratalife.com.au
ABN: 27 627 346 598

North Shore
Level 1, 3/45-47 Hunter St
Hornsby NSW 2077

Northern Beaches
21 Lawrence St
Freshwater NSW 2096

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From: Sam Nolan <snolan@rhmeng.com>
Sent: Friday, 2 May 2025 5:47 AM
To: Robert Fothergill <Robert@thestratalife.com.au>
Cc: Curtis Payne <cpayne@rhmeng.com>; Charlie Thomas <cthomas@rhmeng.com>; Matt Scolari <mSCOLARI@rhmeng.com>
Subject: RE: SP 86799 | 2-4 Porter Street, Ryde | Fire and Life Safety Advice | Basement Carpark

Thanks mate. I'll sort it out.

If you require anything further, please contact the undersigned.

Regards,

RHM Consultants

Samuel Nolan BEng (Civil) (Hons) MIEAust
Professional Engineer (PRE 0003090)
Design Practitioner (DEP 0003090)
SENIOR ENGINEERING CONSULTANT
P: (02) 9819 6022
E: snolan@rhmeng.com | **W:** www.rhmconsultants.com.au
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From: Robert Fothergill <Robert@thestratalife.com.au>
Sent: Thursday, 1 May 2025 9:50 PM
To: Sam Nolan <snolan@rhmeng.com>
Cc: Curtis Payne <cpayne@rhmeng.com>; Charlie Thomas <cthomas@rhmeng.com>; Matt Scolari <mSCOLARI@rhmeng.com>
Subject: RE: SP 86799 | 2-4 Porter Street, Ryde | Fire and Life Safety Advice | Basement Carpark

Thanks Sam.

I will have a work order issued tomorrow to AED if you could please communicate with them to proceed.

Robert Fothergill
Director/Licensee in Charge
D: (02) 9456 9917
E: Robert@thestratalife.com.au

StrataLife
P: (02) 9456 9965
W: www.thestratalife.com.au
ABN: 27 627 346 598

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From: Sam Nolan <snolan@rhmeng.com>
Sent: Wednesday, 30 April 2025 3:50 PM
To: Robert Fothergill <Robert@thestratalife.com.au>
Cc: Curtis Payne <cpayne@rhmeng.com>; Charlie Thomas <cthomas@rhmeng.com>; Matt Scolari <mSCOLARI@rhmeng.com>
Subject: SP 86799 | 2-4 Porter Street, Ryde | Fire and Life Safety Advice | Basement Carpark

Hi Robert,

Just an update on this.

Specification and tendering the basement carpark is tracking well.

I do need help with something. There is water penetration into the fire stairwell that adjoins the carpark.

There are 2 ways to deal with this:

1. Apply a negative side waterproof membrane to the walls (to tank the walls); or
2. Install drains at the base of the walls to collect and drain it to the pits to the carpark.

The first option is expensive for what it's reliability is going to be. The second option is simpler, however draws in potential fire separation issues (which we always avoid at all costs). This is because to drain the fire stairwell to a pit into the carpark, there will be an open pipe between the two areas. Thus it is not 'fire stopped'.

I want to exhaust options to keep costs down as much as possible. I would like to get some advice on this. I have procured a Fee Proposal from AED (attached) for **$2,475.00 including GST** to get this advice. This advice could potentially lead to significant construction cost savings.

I have read their brief and the work is what I need done.

This will not hold up the specification and tendering process however, I would like to get this advice as soon as possible. If so, can you please get approval from the OC and then:

- Send AED a Work Order accepting the fee;
- Send AED a copy of the Annual Fire Safety Statement.

If it is accepted, I can meet them on site and coordinate everything.

If you need anything else, let me know.

If you require anything further, please contact the undersigned.

Regards,

Samuel Nolan BEng (Civil) (Hons) MIEAust
Professional Engineer (PRE 0003090)
Design Practitioner (DEP 0003090)
SENIOR ENGINEERING CONSULTANT
P: (02) 9819 6022
E: snolan@rhmeng.com | **W:** www.rhmconsultants.com.au
Head office | Level 4, 224 Victoria Road, Drummoyne NSW 2047
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From: Sam Nolan
Sent: Tuesday, 29 April 2025 3:55 PM
To: Daniel Keato <daniel@aedconsulting.com.au>
Cc: Curtis Payne <cpayne@rhmeng.com>; Charlie Thomas <cthomas@rhmeng.com>; Matt Scolari <mSCOLARI@rhmeng.com>
Subject: SP 86799 | 2-4 Porter Street, Ryde | Fire and Life Safety Advice | Request for Fee Proposal

Hi Daniel,

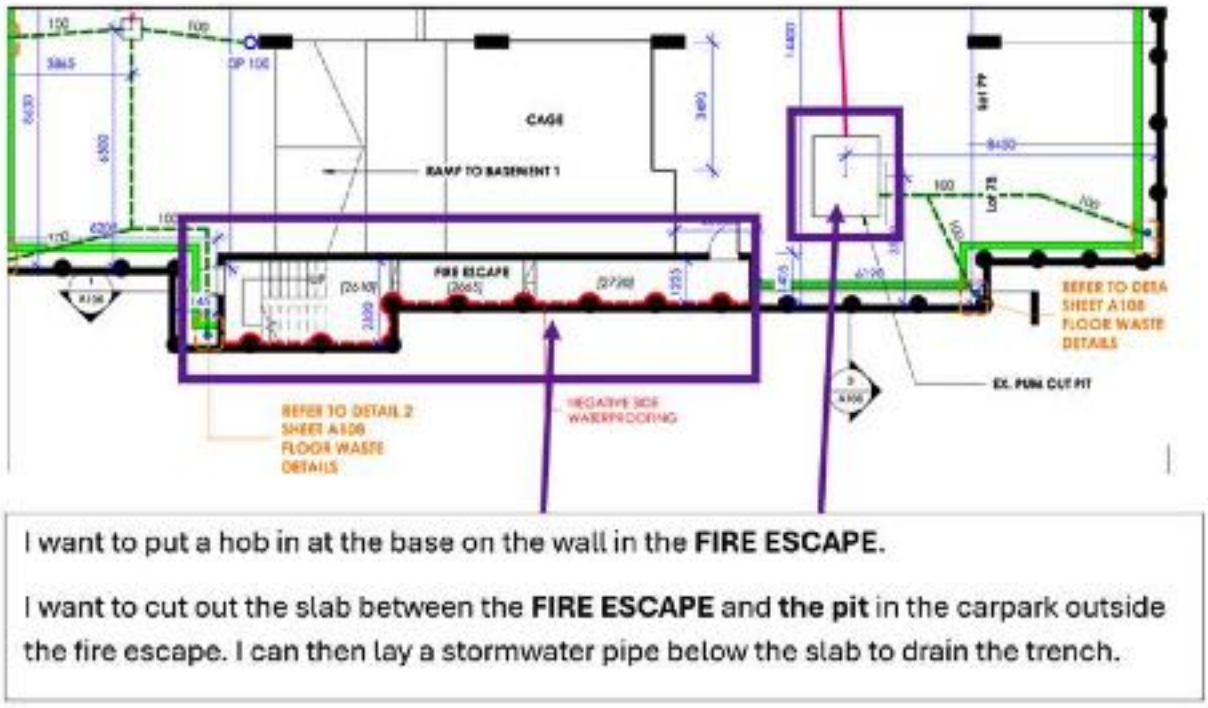
Hope you're well.

Hoping to get your assistance.

We are working for the Owners – Strata Plan 86799. We have been commissioned to prepare a specification to address drainage in the basement carpark. We are building hobs at the base of the soldier pile (perimeter) walls and relaying stormwater pipes on the bottom level (and connecting the new spoon drains into the pits).

There is a 2 level fire stairwell that adjoins the carpark. The stairwell is not connected into the buildings. It just gives access and egress between the carpark levels and ground floor.

We are looking solutions on how we deal with drainage in the stairwell. If we build spoon drains at the base of the wall, we will need to connect these into the stormwater pit outside of the stairwell. I have marked up a drawing below.



I want to put a hob in at the base on the wall in the **FIRE ESCAPE.**

I want to cut out the slab between the **FIRE ESCAPE** and **the pit** in the carpark outside the fire escape. I can then lay a stormwater pipe below the slab to drain the trench.

We need advice on the parameters around fire and life safety with this solution. Specifically, we need your opinion on:

- It is permissible to have an open penetration (via an open pipe) between the stormwater pit of the carpark and the spoon drain in the fire stairwell?
- If it is not permissible, is there a fire stopping solution that can be fitted to the pipe (like a collar)?
- What do we need to do if we have a penetration? (i.e will it involve alternative solutions and CDC etc.).

The Strata Plan was registered on the 7th January 2015 (first attachment). It is a 6 level Class 2 building over a 2 level basement carpark.

Our preliminary set of drawings is the second attachment (for FYI).

Third attachment is a photo of the fire stairwell on level B2.

Fourth attachment is a photo of the door to the fire stairwell and the pit (taken from the basement carpark). Note that the original builder post completion has cut out the slab in attempt to fix drainage issues.

Can you let me know if you need anything else?

Can you make your proposal and invoices out to the following:

The Owners – Strata Plan 86799
c/- Strata Life
Attn: Robert Fothergill
c/- RHM
Attn: Sam Nolan

We'll get you a Work Order for your engagement if approved. The OC will be responsible to remit invoices.

If you require anything further, please contact the undersigned.

Regards,

RHM Consultants

Samuel Nolan BEng (Civil) (Hons) MIEAust
Professional Engineer (PRE 0003090)
Design Practitioner (DEP 0003090)
SENIOR ENGINEERING CONSULTANT
P: (02) 9819 6022
E: snolan@rhmeng.com | **W:** www.rhmconsultants.com.au
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Newcastle West NSW 2302

Telephone: +61 2 9819 6022
www.rhmconsultants.com.au

TENDER DOCUMENTATION

FOR

RESIDENTIAL REMEDIAL BUILDING WORKS

2-4 PORTER STREET, RYDE

DRAFT

PREPARED FOR

THE OWNERS – STRATA PLAN NO. 86799

PREPARED BY

RHM CONSULTANTS PTY LTD

ENGINEERING & BUILDING DIAGNOSTICS

ISSUE DATE:

08 MAY 2025

REFERENCE: **15-2116 241106 TENDER DOCUMENTATION BC MS - DRAFT V2**

RHM Consultants

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1.0 CONDITIONS OF TENDERING

1.1 PROJECT INFORMATION

1.1.1 Description of the works

Residential remedial building works as outlined in *Section 4.0 Building Works.*

1.1.2 Description of the site (Site)

Building Name: N/A
Address: 2-4 Porter Street, Ryde NSW 2112
Strata Plan Number: 86799

1.1.3 General Conditions of Tendering

(a) In submitting a tender, the tendering contractor (**the Tenderer**) acknowledges that they have carefully read and agree to all the conditions of the tender and conditions of the contract included in this tender documentation, and any ensuing addendums to the tender documentation or otherwise as advised by RHM Consultants.

(b) The Tenderer's costs and incidental expenses associated with preparing and submitting the tender, including any subsequent meetings or presentation shall be entirely the tenderer's responsibility.

(c) Tenders shall remain valid for twenty-six (26) weeks from the date of close of tenders.

(d) A tender fully complying with the tender documentation must be submitted. Alternative tenders may be considered provided that a fully complying tender is submitted as the base option. If alternatives are offered the Tenderer must set out the specific advantages of the alternative tender compared to the fully complying tender.

(e) Tenders shall be for a fixed lump sum with no rise and fall adjustment.

(f) Tenderers shall be deemed to have acquainted themselves with all matters affecting their tender, and it is a specific condition of tender that a Tenderer shall complete a thorough site inspection and evaluation prior to submitting their tender.

(g) The tender documents shall remain the property of RHM Consultants and the Principal.

(h) All tenders received will be treated as commercial in confidence.

(i) Any queries during the tender period should be directed to the person nominated by RHM Consultants in this document as being the nominated person for assessing the tender.

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1.1.4 Tender documents

The tender documents comprise the following:

(a) Conditions of tendering (this document)

(b) APPENDIX A - Formal Instrument of Agreement (FIA) incorporating AS4905-2002 Minor works contract conditions (Superintendent administered) (as amended) (**General Conditions**)

(c) APPENDIX B – Drawings

(d) APPENDIX C – Forensic Engineering Australia Specification & Drawings

(e) APPENDIX D – Data Sheets

(f) APPENDIX E– Tender Form

(g) APPENDIX F – Work Packages Schedule

1.2 FURTHER INFORMATION

1.2.1 Nominated RHM Consultants' representative

Refer inquiries to the following:

Name: Sam Nolan
Telephone: *(02) 9819-6022*
Email: snolan@rhmeng.com

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1.2.2 Site inspections

The Tenderer shall fully inform themselves of the site requirements, conditions, and constraints. Location information is contained on the relevant tender documents.

1.2.3 A Tender Period Site Meeting shall be held on site on TBC.

1.2.4 Site access

Additional site access should be coordinated with the Building Manager or other nominated person:

Name: Robert Fothergill | Strata Manager
Telephone: (02) 9456 9917
Email: robert@thestratalife.com.au

1.2.5 Addenda

Written addenda issued by the Superintendent are the only recognised explanations of, or amendments to, the tender documents.

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1.3 PREPARATION OF TENDERS

1.3.1 Completion of the tender

The Tenderer must tender for the whole of the work described in the tender documents unless the tender documents provide otherwise.

Accordingly, for a tender to be considered, the Tenderer must complete in full and supply the following documents:

(a) Tender Form (in accordance with the *Tender Form* provided at Appendix E);

(b) Proof of insurances;

(c) Proposed Construction Program for the project;

(d) Tenderer's licences; and

(e) Proof of registration to work on class 2 buildings (if required).

Note: The Tenderer shall not alter or add to the tender documents except as may be required by these conditions of tendering.

1.3.2 Addenda

The Tenderer must confirm on the *Tender Form* that allowance has been made for each addendum (if any) and any extensions of the tender period.

1.3.3 Name and address of Tenderer

In providing a valid *Tender Form*, the Tenderer must disclose:

(a) if the Tenderer is an individual, the name of the Tenderer in full and the address of the individual;

(b) if the Tenderer is an un-incorporated body, the registered business name and address of the un-incorporated body, the name in full and address of each member of the un-incorporated body, or the company seal if applicable;

(c) if the Tenderer is a company, the name, ABN, and registered office address of the company; and

(d) For all, Tenderer licence number;

(e) address for service of notices for the purpose of service of notices for any subsequent contact arising out of this tender;

(f) properly executed *Tender Form*.

Note: If a company, execution must comply with section 127 of the *Corporations Act 2001*

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1.3.4 Discrepancies, errors, contradictions and omissions

Should the Tenderer find any discrepancy, error, contradiction or omission in the tender documents, they shall notify *RHM Consultants* in writing before the closing date for tenders. Any corrections, clarifications, or amendments made by *RHM Consultants* to the tender documents during the tender period shall form part of the tender documents and be incorporated into the contract agreement by an Addendum to the tender documents.

1.3.5 Evidence of Tenderer's registration or licensing

If it is a statutory requirement of the state or territory in which the works are located that a Tenderer (as defined by the statutory requirement) be registered or licensed to carry out the work described in the tender documents, submit with the tender evidence of registration or licence.

1.3.6 Evidence of Tenderer's insurance details

The Tenderer shall submit with the tender, evidence of currency and/or eligibility for:

(a) Home Building Compensation Fund (**HBCF**) Insurance.

(b) Public Liability Insurance.

(c) Workers Compensation Insurance.

(d) Professional Indemnity Insurance.

(e) Contract Works Insurance (Construction All Risks Insurance).

Note: If applicable, all cladding related exclusions in any of the Tenderers insurance policies shall be documented with the tender submission.

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1.3.7 Proposed construction program

The Tenderer shall submit with the tender form, a construction program for the project that will indicate the proposed timing, sequence, and duration of the works (**Construction Program**).

The minimum level of detail required for the proposed Construction Program shall include:

(a) Anticipated commencement date (i.e. earliest possible starting date for Tenderer), factoring in allowance for contract instigation and execution, cooling-off period, HBCF insurance procurement, and general lead time.

(b) Overall project duration.

(c) Anticipated completion date.

(d) Sequencing and staging methodologies of works.

(e) Provision for Site establishment.

(f) Provision for public holidays and Christmas shut-down periods.

Note: Should the tender be successful, the proposed Construction Program may become, or form the basis of the Construction Program used for the project.

1.4 SUBMISSION OF TENDERS

1.4.1 Lodgement

Tenders may be submitted by email or hand delivery to the addresses nominated below.

Oral tenders will not be considered.

1.4.2 Closing of tenders

Date and Time: TBC.

1.4.3 Place for lodgement

Email: snolan@rhmeng.com

Address for hand delivery: RHM Consultants
Level 4, 224 Victoria Road
DRUMMOYNE NSW 2047

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1.5 ACCEPTANCE OF TENDER & CONTRACT

1.5.1 The completed tender documents together with an acceptance in writing from the Principal shall form the Contract between the Principal and the Tenderer until such time as a formal written contract is executed by both parties.

Note: The Principal is not bound to accept the lowest or any tender.

1.5.2 For the avoidance of doubt, if a tender is accepted and during the period in which the parties are negotiating any part of the Contract, the works commence, then the terms and conditions of the FIA and Amended AS4905-2002 attached to the tender shall apply.

1.5.3 If 1.5.2 above applies, on signing of the Formal Instrument of Agreement, the terms and conditions of the Contract agreed upon by the parties during negotiation shall apply and shall apply to all works performed in accordance with the Contract and this tender application.

1.6 GOODS AND SERVICES TAX (GST)

1.6.1 In this clause, terms used have the meaning given to them and as defined in Section 195-1 of the *Goods and Services Tax Act 1999*.

1.6.2 The tender sum submitted by the Tenderer shall include provision for the Goods and Services Tax (GST) in accordance with Australian Taxation Office requirements.

1.6.3 The Tenderer must be a GST registered entity. If the Principal requests written evidence of the Tenderer's GST registration, the Tenderer must promptly produce such evidence.

1.6.4 If either the Principal or Tenderer (for the purposes of this clause the "**Supplier**") makes a supply under or in connection with this Contract and is liable by law to pay GST on that supply, the consideration otherwise payable by the recipient of the supply will be increased by an amount equal to the GST paid or payable by the Supplier.

1.6.5 If the Contract requires either the Principal or Tenderer to pay for, reimburse or contribute to any expense, loss or outgoing ("**reimbursable expense**") suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party is the amount of the reimbursable expense net of any input tax credit or reduced input tax credit to which the other party is entitled in respect of the reimbursable expense.

1.6.6 If either the Principal or Tenderer has the benefit of an indemnity for a cost, expense, loss or outgoing ("**indemnified cost**") under the Contract, the indemnity is for the indemnified cost net of any input tax credit or reduced input tax credit to which that party is entitled in respect of the indemnified cost.

1.6.7 Each party agrees to do all things, including providing invoices or other documentation containing stipulated information that may be necessary or desirable to enable or assist the other party to claim any set off, rebate or refund in relation to any GST included in any payment made under the Contract.

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1.7 HOME BUILDING COMPENSATION FUND (HBCF) INSURANCE

1.7.1 In accordance with the *Home Building Act 1989 (NSW)*, the Tenderer shall be eligible to obtain a Home Building Compensation Fund (**HBCF**) insurance policy for all building works included in Clause 3.6 of this Tender Documentation.

1.7.2 The Tenderer shall not take out the HBCF insurance policy until such time that the contract documents have been executed by the Principal and the cooling off period has expired.

1.7.3 The Tenderer will provide a **Provisional Sum** price for the project-specific HBCF Insurance as set out in Clause 3.6 of this Tender Documentation.

1.7.4 The HBCF Insurance Policy shall provide adequate coverage for the Works based on the Contract Sum as may be varied under the *General Conditions*.

1.8 COOLING OFF PERIOD

1.8.1 In accordance with the Home Building Act 1989 (NSW) the contract is subject to a cooling off period of five (5) clear business days within which the Principal may rescind (cancel) the contract.

The total contract sum must exceed $20,000.00 (including GST) before this clause is applicable.

The five (5) day period excludes weekends, NSW public holidays and 27-31 December inclusive.

The cooling off period is available to the Principal for:

(a) Five (5) days after they have received their copy of the signed contract, or

(b) Five (5) days after they become aware that they should have been given a copy of the signed contract.

The Principal may cancel the contract by way of a written notice, which should clearly state that the contract is cancelled.

This notice must be:

(a) Given to the holder of the Tenderer licence personally, or

(b) Left at the address shown in the contract as the address of the holder of the Tenderer licence, or

(c) Served on the holder of the Tenderer licence in accordance with any notice or service provision in the contract.

If the contract is cancelled the Tenderer is entitled to a reasonable price for the work carried out under the contract to the cancellation date.

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1.9 RETENTION MONEYS

The parties to the contract agree that retention monies will NOT be held if the total contract sum (GST included) is less than or equal to $50,000.00.

If the contract sum is greater than $50,000.00 (GST included), then Item 8 of Annexure Part A to the General Conditions will apply.

The Superintendent shall deduct 10% of each payment claim until the retention sum amount is reached.

For the avoidance of doubt the retention shall be applied to the deposit claim.

2.0 CONDITIONS OF CONTRACT

2.1 The Conditions of Contract shall be an Australian Standard AS4905-2002 *Minor works contract conditions (Superintendent administered)* (as amended) (**General Conditions**).

The *General Conditions* are accompanied by a Formal Instrument of Agreement (**FIA**) which includes all relevant Contract Documents including the Annexure Part A form the Contract.

A copy of the FIA and General Conditions is found at **Appendix A** to this Tender Documentation.

The General Conditions reflect the type of works to be performed under the proposed tender including incorporation of provisions reflecting the *Design and Building Practitioners Act 2020 (NSW)* and the *Design and Building Practitioners Regulations 2021 (NSW).*

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3.0 PRELIMINARIES

3.1 THE SITE

3.1.1 Site restrictions and general access

(a) From time to time, the nominated tenderer (the **Successful Tenderer**) may be required to perform or be limited in performance of certain things in accordance with the works subject of this tender regarding the site and its surroundings.

(b) Access to the Site for performance of the works is to be coordinated through the Principal's nominated representative.

(c) Access for all works will be external. No internal access through individual lots will be permitted unless works are required in the individual lots.

(d) Access to the individual lots should be undertaken in accordance with clause 17B of the *General Conditions* with the Successful Tenderer providing the occupants with a minimum seven (7) days' notice of the commencement of Works. Notification shall be in the form of notices in common areas and letter notices distributed as agreed. Distribution may include notification to individual occupant's letterboxes, under front doors of individual lots, and/or via email for the Principal's nominated representative to distribute.

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(e) The Successful Tenderer shall be responsible for providing, establishing and maintaining all plant, equipment, and other provisions to access all areas of the building facades and other areas so as to undertake all building works specified throughout *Section 4.0 Building Works* for the duration of the Contract. The Successful Tenderer is to provide separate costs for same and include provisions and costs for all necessary hoisting, craning, and other materials handling plant and equipment.

Note: Additional facade access costs (including but not limited to hire costs) incurred as a result of inclement weather delays shall not be claimed by the Successful Tenderer.

(f) Appropriate applications are to be made with any local authority for all necessary approvals and permits pertaining to access and materials handling. The means of access shall fully comply with applicable sections of the local government authority and the conditions of any approvals (Permits) granted.

Façade access

(g) The Tenderer shall familiarise themselves with the locations of and access requirements for all work areas during the tender period. The Superintendent will not approve any claims or variations for additional access costs during the project.

(h) Concurrent access to all facades will be available. The means of accessing the facades and work areas shall be at the discretion of the Tenderer but shall be in accordance with local council and SafeWork NSW requirements and may include (but not be limited to) any of the following:

(i) Fixed steel or aluminium scaffolding with protective mesh fabric etc;

(ii) Mobile/fixed aluminium scaffolding;

(iii) Mobile boom lifts, scissor lifts, and other types of elevated work platforms; and

(iv) Ropes (abseil).

(i) The means of access selected by the Successful Tenderer shall allow the Superintendent to easily inspect all areas of work (excluding abseil).

(j) Irrespective of which alternative is employed keep the site secured at all times. Prevent any unauthorised persons from using the access equipment/provisions via the use of lockable gates/doors, hoardings, security fencing/mesh and the like.

(k) The Successful Tenderer is responsible for all costs associated with hoisting or craning materials on site. Ensure that all precautions associated with the protection from overhead power lines are undertaken in accordance with the applicable regulatory authority.

(l) If it is proposed to operate a swinging stage, building maintenance unit or other hoisting device above a public roadway and/or footpath/footway, a separate application under Section 68 of the *Local Government Act 1993* and Section 138 of the *Roads Act 1993* shall be made by the Successful Tenderer to the local Council to obtain approval for same.

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3.1.2 Council fees

The Tenderer must allow for the payment of all local government fees required to establish and maintain the hoardings, facade access provisions and crane equipment, and any other associated fees and permits as required during the execution of the works.

All bonds (if any) required by any local government authority are to be paid by the Principal (i.e. the Owners Corporation).

3.1.3 Site Security

The Successful Tenderer must always keep the Site and the building secure. If permanent scaffold is used, fixed plywood sheeting must be installed externally around the base of the scaffold a minimum 3 metres high. If ladder access is required

for scaffold access, the ground level ladder must be removed and stored securely at the end of each working day. If mobile scaffolding is used, the scaffold must be moved away from the building and appropriately secured at the end of each working day. Site fencing used to isolate materials and work zones must be securely in place with appropriate signage displayed. Building tools and equipment must be secured in limiting access by intruders.

3.1.4 Occupied premises

The Successful Tenderer must:

(a) allow occupants to continue in secure possession and occupancy of the premises for the required period;

(b) make available safe access for occupants;

(c) arrange work to minimise nuisance to occupants and ensure their safety, and

(d) protect occupants and their property against weather, dust, dirt, water or other nuisance, by such means as temporary screens, tarpaulins, temporary walls, hoardings, or the like.

3.1.5 Proposed Protections

The Successful Tenderer must:

(a) submit details of proposed methods for protection of persons and property including but not limited to:

(i) required barricades;

(ii) guards;

(iii) fencing;

(iv) shoring;

(v) temporary roadways;

(vi) footpaths;

(vii) signs;

(viii) lighting;

(ix) traffic control;

(x) trees, shrubs and other vegetation;

(xi) temporary screens, hoardings, walls, and the like; and

(b) also provide all necessary tarpaulins, sheeting, screens, temporary structures, seals/sealants, waterproofing provisions and the like to ensure the building remains watertight at all times.

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3.1.6 Existing services

The Successful Tenderer may be required to attend to existing services at the Site as follows:

(a) If the service is to be continued repair, divert or relocate as required;

(b) If such a service crosses the line of a required trench or other excavation, or will lose support during excavation, provide permanent support for the existing service; and/or

(c) If the service is to be abandoned, cut and seal or disconnect, and make safe.

Prior to taking any action regarding existing services, the Successful Tenderer must submit proposals for any action to be taken with respect to existing services before starting this work and ensure adequate notice of the disruption is given to all occupants. The proposal must minimise the number and duration of interruptions and shall be assessed by the Superintendent.

The Successful Tenderer will be responsible for the rectification of any damage or disruption to same incurred during and as a result of the Works.

3.1.7 Use of existing services and amenities

Existing services and amenities may be used as temporary services amenities for the performance of the contract subject to conditions stated in the Existing Services & Amenities Schedule below.

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Existing Services & Amenities Schedule

Service	Conditions of Use
Water	Construction Use Only
Power	Construction Use Only
Amenities	The requirement for the Tenderer to provide a site toilet will be confirmed during the tender site meeting.
Parking	If applicable

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3.2 ADMINISTRATION

3.2.1 Construction Program

Within five (5) working days after the date for possession of the Site, the Successful Tenderer must submit a finalised Construction Program and network diagram showing the following:

(a) provision for Site establishment;

(b) provision for ordering and delivery of materials;

(c) provision for public holidays and Christmas shut-down periods;

(d) sequencing and staging of works;

(e) periods within which various stages or parts of the work are to be executed;

(f) overall project duration; and

(g) anticipated completion date.

3.2.2 Revisions of Construction Program

If any works have already commenced, the Successful Tenderer must revise the Construction Program considering the progress of the work.

Upon submission of each progress claim, the Successful Tenderer must submit an update of the Construction Program.

This updated program must identify changes since previous versions and must show the estimated percentage of completion for each item of work.

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3.2.2 Site meetings

The Successful Tenderer must attend Site meetings throughout the contract and ensure attendance of appropriate subcontractors, as directed by the Superintendent.

Frequency: Weekly (or otherwise as directed in writing by the Superintendent).

Minutes: Keep Minutes of Site meetings. Within five working days after each meeting, submit to each party written copies of the Minutes.

Contacts: Prior to commencement on-site, submit names and telephone numbers of responsible persons who may be contacted after hours during the course of the contract.

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3.3 EXECUTION OF THE WORKS

3.3.1 Requirements of authorities

The Successful Tenderer, prior to starting the works shall have given the notices, paid the fees, and obtained the permits, approvals and other authorisations required to carry out the works. This includes, but is not necessarily limited to:

(a) **Miscellaneous Approvals**

Any works and/or activities such as the installation of hoardings/scaffolding, temporary barricades or hoisting activity carried out on or above public roads and footpaths/footways will require prior approval from the local Council. An application for a permit of such activities shall be made through the local Council. This does not include the investigation of or procurement of a Development Application (DA), Construction Certificate (CC) or Complying Development Certificate (CDC) which shall be the responsibility of the Principal and must be arranged prior to execution of the Formal Instrument of Agreement.

(b) **Work Health & Safety**

(i) The Successful Tenderer shall always comply with Clause 28 of the *General Conditions* [Work Health and Safety].

(ii) The Successful Tenderer must promptly notify the Superintendent of the occurrence of accidents and other incidents and submit written reports within forty-eight (48) hours of same.

(iii) The Successful Tenderer must give notice immediately of hazardous materials or conditions that are found.

(iv) All pertinent statutory and regulatory requirements will also be adhered to, including all SafeWork NSW Work Health and Safety (**WHS**) Laws and Regulations, Local Government Regulation, NSW EPA requirements. Site specific Safe Work Method Statements shall be submitted prior to commencing works which specify details of proposed building access and materials handling provisions, and hoisting/craning. All building access and materials handling provisions and the like, and hoisting/craning shall be in accordance with any local government authority guidelines and SafeWork NSW requirements.

(v) The Successful Tenderer will undertake all demolition and other works in accordance with the WHS Laws and Clause 28 of the *General Conditions.*

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(vi) The Successful Tenderer should be aware that the Principal and the Superintendent take no responsibility for the ongoing compliance with the relevant work, health and safety laws, regulations and any other guidelines during performance of the Works.

(vii) The Successful Tenderer must make themselves aware to all requirements under the aforementioned Acts and guidelines and agrees to hold harmless the Principal and the Superintendent against any claims by any person, organisation or institutions as a result of a failure by the Successful Tenderer to enforce sufficient WHS practices at the Property/Site.

(c) **Hours of Work**

In accordance with local Council regulations, or otherwise:

(i) Monday to Friday (inclusive): 7:30am to 5.30pm.

(ii) Saturday: 7:30am to 3:30pm (unless otherwise advised by the Superintendent).

(iii) Sundays and Public Holidays: no works permitted.

Note: Safety inspections may commence at 7:00am on workdays.

(d) **Progressive cleaning and waste management**

(i) All work shall be progressively cleaned and all waste, rubbish, debris, and any other deleterious materials associated with the works shall be collected and removed off site at the end of each day. Temporary disposal of materials into a single rubbish skip or other such container on site is acceptable.

(ii) The Successful Tenderer will not be permitted to temporarily or permanently place or store waste, rubbish and debris on any roadways, footways, plazas, reserves or similar adjoining the property during the project.

(iii) Should any rubbish be removed by the Principal, Superintendent or any representatives of the Principal and the Superintendent including those engaged by the Principal to maintain the overall cleanliness of the Property (if applicable), then any cost associated with the removal of that rubbish shall be deemed a back charge to the Successful Tenderer and deducted as an amount due and payable upon service of the next progress claim or any progress claim thereafter.

(iv) The Successful Tenderer shall be responsible for all tipping fees and must retain copies of invoices from waste disposal/tipping facilities to demonstrate that the waste material has been appropriately recycled or discarded.

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(v) Should (iii) above apply and the Successful Tenderer, having made their final progress claim, only has part of the retention money held by the Principal, then any amount due and payable shall be deducted from any amount outstanding on retention.

(vi) The Successful Tenderer will submit an Environmental Management Plan prior to commencement of works which specifically addresses how the Successful Tenderer:

(A) Shall accord with the relevant requirements that are provided for small projects in the *Guideline for the Preparation of Environmental Management Plans* published by the NSW Government or any other relevant regulatory body.

(B) Proposes to carry out works above and around any surrounding waterways so as to avoid, minimise and manage any impact on those waterways as a result of the works and activities associated with the project. It must also provide details demonstrating how the Successful Tenderer proposes to ensure the prevention of building materials, waste, rubbish, debris, or other deleterious matter entering the waterways as a result of the works and activities.

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(e) **Demolition Works**

In performance of the demolition works, the Successful Tenderer must:

(i) Undertake all demolition works in accordance with AS2601-2001 *Demolition of Structures,* current SafeWork NSW Work Health and Safety (WHS) Regulations and Local Government Regulations;

(ii) Complete demolition work in sequence so that any building element that is removed does not:

(A) allow undue exposure of the building and its occupants to the elements;

(B) compromise the building's and the building occupants' security and safety;

(C) undermine the structural integrity of the building and it's elements.

(iii) Care shall be taken during all work activities to avoid the risk of ignition and appropriate measures shall be always adopted to ensure that inadvertent ignitions are immediately and safely extinguished.

Note: A Safe Work Method Statement shall be submitted prior to commencing works, refer to 3.3.1(b)(iv) above.

(f) **Noise**

All noisy work will be required to comply with Local, State and Federal Government Restrictions imposed on the area where the works are being performed and AS2436-2010 *Guide to noise control on construction, maintenance, and demolition sites* and if applicable the City of Sydney Code of Practice for Construction Hours/Noise 1992.

(g) **Run-off**

Water run-off or from cleaning down of materials shall not be allowed outside the site boundaries.

(h) **Maintenance of existing fire safety measures**

All existing fire safety services installed and operating within the Site and throughout the property are to be maintained whilst building works are carried out.

If required, the Successful Tenderer is to undertake an assessment of the fire safety services and if necessary, liaise with the Principal's representative to isolate any fire safety services during performance of the works.

(i) **Dilapidation surveys**

Prior to establishment of the work areas at the Site (including storage areas and areas that will be used for accessing the buildings) and commencement of works, the Successful Tenderer is to undertake a photographic dilapidation survey of such areas and surrounding areas and submit to the Superintendent. The photographic dilapidation survey shall document the existing condition of these areas and surrounding building elements that are to remain in place on completion of works.

Immediately upon completion of works to each area and prior to those areas being returned to the Principal, undertake a photographic dilapidation survey of the completed work areas.

3.4 PAYMENT AND ADJUSTMENT OF CONTRACT SUM

3.4.1 Anticipated progress claims

At commencement of the works, the Successful Tenderer must submit a Schedule of Anticipated Progress Claims that will be made throughout the contract.

The Successful Tenderer shall submit a revised schedule with each progress claim thereafter.

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3.4.2 Progress claims breakdown

With each progress claim, submit a Statement of Amounts claimed in respect of each section or trade heading designated in the specification.

3.5 COMPLETION

3.5.1 Final cleaning

Before Practical Completion the Successful Tenderer must:

(a) clean the site throughout, including interior and exterior surfaces exposed to view;

(b) vacuum carpeted and soft surfaces;

(c) clean debris from site, roofs, gutters, downpipes and drainage systems;

(d) remove waste, surplus materials and rubbish; and

(e) allow for any tip fees.

Note: See clause 3.3.1(d) (*Progressive Cleaning*) above.

3.5.2 Removal of plant

Within ten working days after Practical Completion, the Successful Tenderer must remove temporary works and construction plant no longer required.

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3.5.3 Maintenance Manual

Upon completion of Works provide a maintenance manual for the project that includes as a minimum:

(a) A schedule of all materials used, including material data, suppliers, and supplier contact details;

(b) Any 'as-built' drawings/details;

(c) Notices of compliance lodged in accordance with the D&BP Regime;

(d) Cleaning and maintenance requirements (including timing) for all surfaces/materials;

(e) Copies of all warranties for materials and workmanship; and

(f) Required maintenance inspection regime.

Submission of the maintenance manual by the Successful Tenderer shall be a condition for the Superintendent issuing the Final Certificate and approving release of any remaining retention monies at the end of the Defect Liability Period.

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3.5.4 Warranties

(a) The Successful Tenderer shall submit written warranties executed by the suppliers, manufacturers and sub-contractors agreeing to repair or replace applicable materials and/or products that fail (defective materials) or are the subject of defective workmanship within the specified warranty period.

(b) The warranty shall include all materials and labour. All costs and expenses associated or connected with these warranty obligations shall be borne by the Successful Tenderer.

(c) The warranties shall cover all material defects and workmanship defects, including, but not limited to:

(i) Manufacturing defects, including deterioration or failures of finishes (including colour retention and film integrity);

(ii) Failure to meet performance requirements and any design criteria in accordance with Australian Standards, the HBA and the D&BP Regime.

(d) The Successful Tenderer shall ensure that any warranty given in favour of the Successful Tenderer by a supplier, manufacturer or sub-tenderer in connection with the works (and any warranty from a supplier, manufacturer or sub-tenderer that is otherwise required to be procured or provided) is expressly stated to be:

(i) given for the benefit of the Principal; and

(ii) capable of assignment by the Contractor to the Principal by notice given by the Successful Tenderer to that supplier, manufacturer or sub-tenderer to that effect.

(e) The Successful Tenderer will comply with all its obligations to ensure that such warranties are and remain lawfully effective.

(f) The Successful Tenderer will effect the assignment of those warranties to the Principal before Practical Completion.

(g) The Successful Tenderer will do any further thing that may be required from time to time to facilitate the Principal taking the benefit of those warranties and will do so promptly and at the Contractor's own cost.

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3.6 HOME BUILDING COMPENSATION FUND (HBCF) INSURANCE

(a) As required under Clause 1.7 of this tender document the Successful Tenderer shall obtain insurance under the Home Building Compensation Fund (**HBCF**) as required under the Home Building Act 1989 (NSW) (and amendments) should the lump sum cost for these proposed works be greater than $20,000.00 (inclusive of GST).

(b) Based on the cost of this tender submission the Successful Tenderer will include the cost to provide this insurance under the Home Building Compensation Fund (HBCF) as a provisional sum cost that is separate to the lump sum tender price.

(c) The **Provisional Sum** nominated for the HBCF Insurance shall cover and include the base premium price, stamp duty, brokerage fees, any levies, as well as any of the Successful Tenderer's associated administration costs.

(d) The actual cost of the HBCF insurance (including the associated costs listed above) will be provided to the Superintendent after contract execution and prior to commencement of the project and shall be expended against the Provisional Sum in accordance with the following:

(e) A provisional sum included in the contract shall not itself be payable by the Principal, but where the Superintendent has directed the Successful Tenderer to perform the work or item to which the provisional sum relates, reasonable rates or prices shall be used in any valuation made by the Superintendent.

Note: Margin shall <u>not</u> be applied to HBCF insurance costs.

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3.7 STATUTORY WARRANTIES

The Successful Tenderer shall comply with the statutory warranties as per the Home Building Act 1989 NSW (section 18B) as follows:

18B Warranties as to residential building work

The following warranties by the holder of a licence, or a person required to hold a licence before entering into a contract, are implied in every contract to do residential building work:

(a) a warranty that the work will be performed 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 done in accordance with, and will comply with, this or any other law,

(d) a warranty that the work will be done 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 done 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 holder's or person's skill and judgement.

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Warranty Schedule

Warranty	Form	Duration
Building works	Materials & Labour	2 years (non-Major Defects)
Building Works	Materials & Labour	6 years (Major Defects)

Unless otherwise stated in *Clause 3.7*, in accordance with section 18E of the HBA, these warranties by the Successful Tenderer expire six (6) years for major defects and two (2) years for non-major defects after:

(a) the completion of the work , namely Practical Completion under contract, or

(b) if the work is not completed:

(i) the date for the completion of the work specified or determined in accordance with the contract; or

(ii) if there is no such date, the date of contract.

These warranties do not in any way reduce or limit the Successful Tenderer's obligations in relation to workmanship, materials, completion or other matters specified in this contract and/or any other statutory obligations.

No provisions of this contract can reduce, restrict or remove these statutory warranties.

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3.8 DESIGN AND BUILDING PRACTITIONERS ACT 2020 (NSW) & DESIGN AND BUILDING PRACTITIONERS REGULATIONS 2021 (NSW)

(a) The Successful Tenderer warrants that at all times, if required, it will comply with all requirements including any registration and insurance obligations under the NSW *Design and Building Practitioners Act 2020* (*D&BP Act*) or the NSW *Design and Building Practitioners Regulations* 2021 (*D&BP Regulations*) jointly known as the ***'D&BP Regime'***.

(b) Such obligations include ensuring that any design provided by the Successful Tenderer in relation to the Works subject of the tender comply with the registration process and that the Successful Tenderer and any and all of its representatives, if necessary, maintain for the purpose of the Works, registration as required under the D&BP Regime.

(c) Should works commence without the parties entering into a formal contract for the Works, a failure by the Successful Tender to comply with clause 3.8(a) and (b) above will, at any time, give rise for the Principal to rescind the offer of acceptance of this tender and further, re-issue the tender to other interested parties.

(d) Should circumstances outlined in clause 3.8(c) above occur and after re-tendering there is an increase in price between the amount quoted under this tender as accepted then the Successful Tenderer shall be liable for any difference in the tendered amount between the old and the new tendered amount and that amount shall be recoverable as a debt due and owing.

(e) If the Principal is the party responsible for providing the Regulated Design and the engagement of the Registered Design Practitioner, the Successful Tenderer shall ensure that the Successful Tenderer keeps a record of all persons performing the Works which is subject of the Regulated Design and provide the Registered Design Practitioner or the Principal with a copy of all Required Documents demonstrating compliance with the Regulated Design in accordance with section 17(1) of the Design and Building Practitioners Act 2020.

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4.0 BUILDING WORKS (Items to consider when Tendering)

4.1 INTRODUCTION

4.1.1 General property description

The property located at *2-4 Porter Street & 80 Belmore Street, Ryde* accommodates sixty-nine (69) residential sole-occupancy units and two (2) commercial shops in two (2) separate six (6) storey buildings constructed upon a shared, two (2) level basement carpark.

The individual sole-occupancy units in the eastern and western buildings are accessed via the common foyer entrances off *Porter Street* and *Belmore Street* respectively and the shared basement carpark. The upper level units are accessible via the respective building's lift or fire stairwell.

The main structural elements of the buildings comprise a network of reinforced concrete columns and beams within the basement carpark, and load-bearing cavity brickwork and blockwork walls supporting suspended, reinforced concrete floor slabs.

The building facades are generally enclosed with a combination of:

a. Face and rendered masonry;
b. Rendered concrete slab edges;
c. Aluminium-framed glass entry doors;
d. Aluminium-framed windows (generally fixed and sliding windows);
e. Aluminium-framed balcony sliding doors;
f. Aluminium-framed and rendered masonry balustrades; and
g. Steel-framed transparent plastic awnings.

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Porter Street is deemed the eastern boundary of the complex and *Belmore Street* the western boundary.

4.1.2 Project description

The purpose of this project is to perform alterations in the existing basement carpark to capture water and divert it to the stormwater drainage.

The building works described herein have been grouped into the following work packages:

Section 3.0 Preliminaries
Section 4.1 Access & Materials Handling
Section 4.2 Storage Cages & Bollards
Section 4.3 Demolition
Section 4.4 Stormwater Drainage
Section 4.5 Concrete Pavement
Section 4.6 Concrete Hobs
Section 4.7 Signage
Section 4.8 Basement Carpark Cleaning

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Section 4.9 Markings

4.1.3 Work Packages Schedule

The Tenderer is to provide a lump sum price to undertake and complete the works as listed above and detailed throughout this document as set out in ***Appendix F***.

The works shall be performed in accordance with the Building Code of Australia 2022 (National Construction Code Volume 1), relevant Australian Standards, and other legislation and regulatory instruments as described.

4.1.4 Style of specification

This specification is written in the *directive style*. Where obligations are given and it is not stated who is to undertake these obligations, they are to be undertaken by the Tenderer.

Where a submission, approval, request, proposal, or similar is required and it is not stated who the recipient should be, it is to be provided to the Superintendent for approval.

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4.2 ACCESS & MATERIALS HANDLING

4.2.1 General

To assist with budgeting and prioritisation of works packages, provide a separate cost for establishing provisions to access all areas of the building so as to undertake all building works specified throughout *Section 4.0 Building Works*, throughout the entire duration of the project.

Include provisions for all necessary hoisting, craning, and other materials handling plant and equipment in accordance with the following.

4.2.2 Access

Allow to access all areas of the building so as to undertake all building works specified throughout *Section 4.0 Building Works*, throughout the entire duration of the project.

The means of access shall be at the discretion of the Contractor, local Council and SafeWork requirements.

Irrespective of which alternative is employed, keep the site secured at all times. Prevent any unauthorised persons from using the access equipment/provisions via the use of lockable gates/doors, hoardings, security fencing/mesh and the like.

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4.2.3 Protection

Ensure the safety of residents, vehicles, and the general public, and provide protection by means of temporary barrier fencing, guards, barricades or other protection where necessary, including all associated warning signage and lighting.

Provide safe access to all entries of the building, all adjoining footpaths, laneways, and other thoroughfares at all times.

Protect all existing services (locations to be determined), fittings, finishes and fixtures during the works and rectify any damage inflicted on same.

All property shall be protected from damage, and if any damage is sustained, it shall be repaired to its original condition at the expense of the Contractor.

4.2.4 Restriction of Access into the Basement Carpark

As part of the tender submission, stipulate clearly if, and to what extent access and use of the basement carpark is restricted. For example, stipulate whether:

a. There is no access (for both pedestrian and vehicular) into any areas of the basement carpark for the complete duration of the works; or
b. There is partially or fully restricted access for vehicles and pedestrians into any areas of the basement carpark for a part of, or the complete duration of works.

If the restriction of access is staged or sequenced during the project, provide this information in the tender submission.

Stipulate in the tender submission whether all belongings, cars and stored material need to be removed from the basement carpark for the complete duration of works. Or, whether they can be relocated to other areas of the carpark where it will not impede works.

4.2.5 Stored Materials

Do not allow to relocate any belongings or stored material in the individual carparks, storage cages or carpark.

The Principal is responsible for removing all this material prior to commencement of work.

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4.3 STORAGE CAGES & BOLLARDS

4.3.1 General

Allow to modify the storage cages so as to complete the work contained herein.

Allow for the temporary dismantling and relocation of bollards so as to complete the work contained herein. Reinstate the bollards upon completion of work.

4.3.2 Bollards

The bollards are welded onto steel base plates. The base plates are fixed onto the concrete slab with anchors. Remove the anchors and then remove the bollard. Cut out the anchors from flush with the concrete slab surface.

Allow to reinstate the bollards upon completion of work.

Secure base plates of bollards into concrete slab surface with galvanised steel masonry anchors or mechanical anchors.

Reinstate the bollards plumb and if required, supply and install non-shrink grout below the base plate to fill any voids or gaps between the base plate and concrete slab.

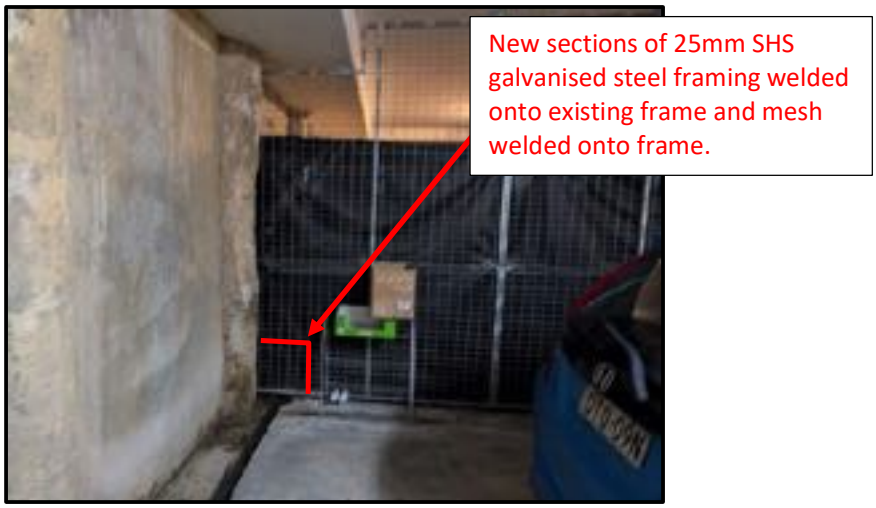
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4.3.3 Storage cage modification

Cut out and remove the steel mesh and 25mm square hollow section ('SHS') frame at the bottom corners of the storage cages to facilitate the works.

Upon completion of the works, modify the storage cages by welding new sections of 25mm SHS galvanised steel onto the existing frame to modify the framing around the new hob. Weld the steel mesh onto the framing.

Photograph 1 depicts the concept of the storge cage modification.



Photograph 1 - Opening at base of storage cage to allow hob at base of wall

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4.4 DEMOLITION

4.4.1 General

Demolish and dispose all the nominated components throughout the basement carpark in accordance with the following.

4.4.2 Disconnection and reinstatement of other fixtures

Temporarily disconnect, dismantle, and remove all fixtures to enable the demolition work.

Identify all such fixtures during the tender period. The Superintendent will not approve claims for additional costs associated with the removal/reinstatement of other fixtures or building elements not specifically listed above during the project.

Exercise care during the removal, storage and reinstatement of these fixtures to avoid inflicting damage on same.

Store the fixtures safely and securely in an appropriate location during the works.

Reinstate the fixtures in their original positions upon completion of the works. Include the supply of all associated fixings, trim, sealants, adhesives, and other accessories as required.

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4.4.3 Area of Demolition

Demolish sections of the concrete slab in level B2 to rectify, replace and install stormwater lines.

Refer to *Appendix C – Drawings*.

4.4.4 Services

The Contractor shall be responsible for the location and protection of all existing services during the works and for rectification of any damage to same. These include electrical, telecommunications, irrigation systems, gas pipes, mains pipes, stormwater pipes and other conduits. Any services that are disrupted during the works shall be reinstated prior to the completion of the works at the Contractors cost.

4.4.5 Concrete scanning

Allow to scan the concrete slabs with ground penetrating radar prior to commencement of demolition work.

Allow to mark on the concrete slab all steel reinforcement and services (with chalk or removable marker).

Notify and allow the Superintendent to do an inspection of the marked out concrete slab prior to commencing work.

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4.4.6 Excavation

Refer to *Appendix C – Drawings* to establish the required extent and volume of demolition and excavation to accommodate the dimensions to rectify, replace and install stormwater lines.

Should unsuitable material be encountered (e.g. rock) at the prescribed depths of excavation, or soft, wet, and unstable areas develop during excavation, obtain instructions from the Superintendent before proceeding with any further excavation.

4.4.7 Existing Trenches

Trenches have been cut into the concrete slab at the eastern end of level B2. The trenches have been filled with blue metal.

Refer to Photographs 1 and 2.



Photograph 2



Photograph 3

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Excavate and dispose of all the blue metal.

Fill the trenches with concrete repair mortar.

Use the Ardex concrete repair system comprising:

a. Ardex WR Prime (bonding bridge between old concrete and new repair mortar);
b. Ardex BR 460 Flow (concrete repair mortar).

Perform the work in accordance with the manufacturer's recommendations. Refer to *Appendix D – Data Sheets*.

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4.4.8 Existing Hobs

Hobs have been built at:

a. the base of the southern wall in level B2 (adjacent to the lift shaft).
b. the base of the wall at the north-eastern corner on level B2.
c. The base the fire stairs on level B2.

Refer to Photographs 4 and 5.

Demolish and dispose of these hobs to facilitate the work.



Photograph 4



Photograph 5

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4.5 STORMWATER DRAINAGE

4.5.1 General

Install stormwater drainage provisions to the basement carpark in accordance with:

a. This works package;
b. Appendix C – Drawings;
c. Appendix D – Forensic Engineering Australia Specification & Drawings;
d. AS/NZS 3500.3:2021 Plumbing and Drainage Part 3: Stormwater Drainage; and
e. AS 2032:2006 Installation of PVC pipe systems.

For the purposes of this specification, if there is conflict between *Appendix C – Drawings* and *Appendix D – Forensic Engineering Australia Specification & Drawings*. The former takes precedence.

4.5.2 National Construction Code Compliance Pathway

The stormwater drainage works are to meet the requirements with Part A2G3 *Deemed-to-Satisfy Solution* of the NCC 2022 Volume 1 Building Code of Australia.

4.5.3 Standards

All products and installation works shall be executed in accordance with:

a. AS2032:2006 Installation of PVC pipe systems
b. AS3500.3:2021 Plumbing and Drainage Part 3: Stormwater Drainage
c. *NCC* 2022 Volume 1 Building Code of Australia

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4.5.4 Locations

Refer to *Appendix C – Drawings*. Nominal locations have been provided for the following:

a. Core holes in the level B1 concrete slab;
b. Aerial pipework on underside of level B1 concrete slab;
c. Drainage inlets and stormwater drainage lines below level B2 concrete slab.

Prior to commencing work, carry out a walk through and inspection of all the work areas with the Superintendent to confirm and verify on site locations and dimensions.

The Superintendent, if required, will update the drawings (*Appendix C*) to reflect the correct locations.

4.5.5 Concrete scanning

Allow to scan the concrete slabs at the base of the perimeter walls with ground penetrating radar.

Allow to mark on the concrete slab all steel reinforcement and services (with chalk or removable marker).

Allow the Superintendent to do an inspection of the marked out concrete slab prior to commencing work.

4.5.6 Falls

Falls in all aerial pipework and below ground pipework shall be a minimum of 1:100 unless otherwise noted.

Do not core hole through the concrete slab adjacent to the perimeter wall piles.

4.5.7 Aerial Pipework

Supply and install hard drawn PVC pipework, joints, couplings and components.

Supply and install all suspension fittings and hangers to the underside of the level B1 concrete slab.

Ensure all joints and couples between the PVC components are glued with PVC cement.

4.5.8 Below Ground Pipework

Grade the trench with 1:100 falls to the stormwater drainage pits

Fill the trench with 50mm-100mm depth of sand or fine granular material prior to installing the hard drawn PVC pipework.

Supply hard drawn PVC pipework for stormwater lines.

Supply hard drawn PVC pipework with slots for sub-surface drainage.

Connect and seal the PVC into the existing stormwater pit.

If the minimum cover cannot be achieved underneath the level B2 concrete slab, notify the Superintendent so that an alternative detail can be implemented (using replacement material like cast iron or ductile iron).

4.5.9 Pump Out Pit

Allow to test and commission the pumps.

Pour water into the pit to a sufficient level to engage the float switch and check if water then gets pumped out of the pit.

If water does pump out of the pit, notify the Superintendent so direction can be given.

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4.5.10 Inspections

Forensic Engineering Australia ('FEA') (the specifier of the stormwater drainage) shall perform inspections at the following points:

a. At the pre-commencement meeting before works commence to coordinate, confirm, clarify all the designs of the stormwater drainage.
b. When the first stormwater line is laid prior to back filling.
c. When the first sub-surface pipe is laid prior to back filling.
d. Upon commencement of installation of aerial pipework.
e. Upon completion of works.

The above points are the minimum amount of inspections to be performed by FEA. The Superintendent may arrange FEA to perform addition inspections at its discretion.

The Superintendent will arrange and coordinate the inspections. The Contractor shall allow access to the site for FEA to perform inspections.

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4.6 CONCRETE PAVEMENT

4.6.1 General

Following installation of the below ground stormwater pipework, backfill the trench and construct a concrete pavement atop.

Perform works in in accordance with:

a. This works package;
b. Appendix C – Drawings;
c. AS 3500.3:2021 Plumbing and Drainage Part 3: Stormwater Drainage;
d. AS 3600:2018 Concrete Structures;
e. AS 3727:2016 Pavements Part 1: Residential;
f. AS 1379:1997 Specification and Supply of Concrete.

4.6.2 National Construction Code Compliance Pathway

The pavement works are to meet the performance requirements B1P1 Structural reliability and B1P2 Structural resistance of the NCC 2022 Volume 1 Building Code of Australia.

4.6.3 Standards

All products and installation works shall be executed in accordance with:

a. AS 3500.3:2021 Plumbing and Drainage Part 3: Stormwater Drainage;
b. AS 3600:2018 Concrete Structures;
c. AS 3727:2016 Pavements Part 1: Residential; and
d. AS 1379:1997 Specification and Supply of Concrete.

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4.6.4 Locations

Refer to *Appendix C – Drawings*.

4.6.5 Trench Backfilling

Provide a minimum of 50mm cover from the underside of the concrete pavement to the top of the stormwater line.

Backfill the stormwater line with clean fill compacted in 150mm layers.

Lay a 50mm thick compacted sand blinding layer below the concrete.

Lay a polythene plastic atop the blinding layer prior to the placement of the steel reinforcement and concrete.

Refer to *Appendix C – Drawings*.

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4.6.6 Steel Reinforcement

Refer to *Appendix C – Drawings* for steel installation schedule and sizes.

Refer to *Table 1 - Steel installation schedule and sizes* below.

Element	Size/Detail
Dowels	N12
Dowel Length	300mm
Dowel Embedment	150mm (minimum)
Dowel Spacings	450mm centres
Reinforcement	Trench Mesh (L8TM3)
Concrete Cover	55mm (minimum)

Table 1 - *Steel installation schedule and sizes*

4.6.7 Concrete – Materials and Components

Refer to *Appendix C – Drawings*.

Refer to *Table 2 – Concrete Materials and Components*.

Element	Detail
Slump:	80mm (maximum)
Type:	General Purpose
Compressive Strength:	F'c = 25 MPa
Aggregate:	20mm (maximum)
Water-cement ratio:	< 0.45
Concrete supply, delivery and handling	To AS 1379
Admixtures:	Do not use admixtures

Table 2 – *Concrete Materials and Components.*

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4.6.8 Finishing

Broom finish the new concrete surface to create a surface for light vehicular traffic.

4.6.9 Curing

Cure the concrete repair patches by keeping moist for 7 days.

Lay hessian and plastic sheeting over the concrete repair patches and water morning and afternoon for 7 days.

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4.7 CONCRETE HOBS

4.7.1 General

Construct concrete hobs at the base of the external walls of the carpark.

Perform works in in accordance with:

a. This works package;
b. *Appendix C – Drawings*;
c. AS 3600:2018 Concrete Structures;
d. AS 1379:1997 Specification and Supply of Concrete; and
e. AS 3610:1995 Formwork for Concrete.

4.7.2 National Construction Code Compliance Pathway

The concrete hobs are to meet the performance requirements B1P1 Structural reliability and B1P2 Structural resistance of the NCC 2022 Volume 1 Building Code of Australia.

4.7.3 Standards

All products and installation works shall be executed in accordance with:

a. AS 3600:2018 Concrete Structures;
b. AS 3610:1995 Formwork for Concrete;
c. AS 1379:1997 Specification and Supply of Concrete.

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4.7.4 Locations

Refer to *Appendix C – Drawings*.

4.7.5 Dimensions

Refer to *Appendix C – Drawings*.

Refer to Table 3.

Component	Dimension
Width:	200mm
Height:	150mm

Table 3 – Hob Dimensions

Confirm dimensions on site with the Superintendent prior to proceeding with work.

4.7.6 Formwork

Suitable grade timber/ply formwork when forming the edges of the concrete.

4.7.7 Concrete scanning

Allow to scan the concrete slabs at the base of the perimeter walls with ground penetrating radar.

Allow to mark on the concrete slab all steel reinforcement and services (with chalk or removable marker).

Allow the Superintendent to do an inspection of the marked out concrete slab prior to commencing work.

Do not core hole install starter bars in the concrete slab adjacent piles.

4.7.8 Reinforcement

Refer to *Appendix C – Drawings*.

Refer to *Table 4 - Steel installation schedule and sizes* below.

Element	Size/Detail
Starter Bar:	150mm N12
Embedment Depth	50mm
Spacing:	450mm CTS
Longitudinal Bar:	N12 secured onto starter bars with tie wire
Longitudinal Bar Lap:	Tied 300mm (minimum) or Welded (complete joint weld) 100mm (minimum)
Cover to steel reinforcement:	55mm (minimum)

Table 4 - *Steel installation schedule and sizes*

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4.7.9 Mechanical Ductwork

Allow to dismantle the mechanical ductwork that penetrates the Level B1 concrete slab.

Store on site for later reinstatement.

Construct a concrete hob around the perimeter of the penetration.

Reinstate the mechanical ductwork.

4.7.10 Waterstop

Supply and install **SIKA SikaSwell S-2** and **SIKA SikaSwell A** within the hob prior to the pouring of the concrete.

Install in accordance with the manufacturer's recommendations. Refer *Appendix D - Data Sheets.*

Ensure there is 80mm of concrete cover to the waterstop. Refer to *Appendix C – Drawings*.

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4.7.11 Concrete – Materials and Components

Refer to *Appendix C – Drawings*.

Refer to *Table 5 – Concrete Materials and Components*.

Element	Detail
Slump:	80mm (maximum)
Type:	General Purpose
Compressive Strength:	F'c = 25 MPa
Aggregate:	20mm (maximum)
Water-cement ratio:	< 0.45
Admixtures:	Do not use admixtures
Supply, delivery and handling:	To AS 1379

Table 5 - *Concrete Materials and Components*.

4.7.12 Coating

Finish the concrete hob by overcoating with Sika Sikalastic – 1K. Install in accordance with the manufacturer's recommendations. Refer *Appendix D - Data Sheets.*

Coat the entire hob and extend down onto the concrete slab within the trench drain and then upturn onto the perimeter wall a minimum of 50mm above the finished floor level.

Refer to *Appendix C – Drawings*.

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4.7.13 Screed

Supply and install a sand and cement screed within the trench drains to fall water towards the drainage outlets.

Minimum fall: 1 unit fall over a 200 unit length
Materials: Sand: cement (3:1)

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4.8 SIGNAGE

4.8.1 General

Allow to supply and install sixteen (16) signs throughout the basement carpark in accordance with the below.

4.8.2 Material

Aluminium ALCO-PANEL 0.3mm skin.

4.8.3 Sizes

The signage shall be 400mm high by 600mm high (nominal).

4.8.4 Lettering

The signage shall display the following:

WET WALL
DO NOT STORE ITEMS AGAINST THE WALL.

Lettering shall be in black over a white background.

4.8.5 Locations

The locations will be provided by the Superintendent during the project.

Organise a joint inspection of the basement carpark with the Superintendent so that locations can be provided and documented by the Superintendent.

4.8.6 Fixings

Affix the signage into the concrete walls with stainless steel screws into plastic plugs.

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4.9 BASEMENT CARPARK CLEANING

4.9.1 General

Perform a deep clean of the entire basement carpark.

Allow to soft wash and rinse clean all building elements within the basement carpark to remove airborne salts, pollution and other contaminants from the surfaces.

This will require a low-pressure water spray, including an anti-mould cleaning formula, which will be sprayed onto the carpark elements and then soft brushed to release all dirt, grime and mould.

The carpark is then to be rinsed clean using a low-pressure water jet similar to a garden hose pressure.

All walls and columns to be washed down to remove dirt, grime, and stains.

Ceilings must be dusted and cobwebs removed.

Drains must be unclogged and flushed to ensure proper water flow. Any obstructions in gutters must be removed.

Ceilings must be dusted and cobwebs removed.

Light fixtures must be cleaned and wiped down.

Signage, mirrors, and security cameras must be cleaned and polished.

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4.10 MARKINGS

4.10.1 General

Re-apply markings within the basement carpark at the completion of the stormwater drainage and cleaning work.

4.10.2 Locations

Re-apply all markings in the basement carpark throughout levels B1 and B2 including:

a. Carpark lines;
b. Carpark numbers;
c. Direction lines/arrows;
d. Base of columns beside carparks;
e. Base of pipes affixed to columns.

4.10.3 Product

Dulux Roadmaster A1.

4.10.4 Application

Apply the paint systems in accordance with the manufacturer's instructions. Refer *Appendix D – Data Sheets*.

4.10.5 Colours

To match existing.

4.10.6 Cleaning

Remove paint over-runs, splashes, spills etc progressively. Cleaning shall be in accordance with *Section 3.0 Preliminaries*.

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APPENDIX A: FIA incorporating GENERAL CONDITIONS

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APPENDIX B: DRAWINGS

This Section comprises the following drawings:

Drawing Number	Description
A101	Site Plan & Cover Sheet
A102	Plan - Level B1 – Part A
A103	Plan - Level B1 – Part B
A104	Plan - Level B2 – Part A
A105	Plan - Level B2 – Part B
A106	Section - Level B1 & Level B2 – Part A
A107	Section - Level B1 & Level B2 – Part B
A108	Details
A109	Details

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APPENDIX C: FORENSIC ENGINEERING AUSTRALIA SPECIFICATION & DRAWINGS

This Section comprises the following:

Reference	Description
FEA Reference 23_039.001 | SP -001	Forensic Engineering Australia Specification
H-01	Title Page | Notes | Legend, Rev 02
H-02	Rectification works, B2-1, Rev 02
H-03	Rectification works, B2-2, Rev 02
H-04	Rectification works, B1-1, Rev 02
H-05	Rectification works, B1-2, Rev 02

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APPENDIX D: DATA SHEETS

This Section comprises data sheets for the following:

Manufacturer	Product	Description
Ardex	WR Prime	Bonding bridge between old concrete and new repair mortar
Ardex	BR 340	Concrete repair mortar
Ardex	BR 460 Flow	Concrete repair mortar
Sika	SikaSwell S-2	1-part polyurethane hydrophilic sealant
Sika	SikaSwell A	Acrylic sealing profile
Sika	Sikalastic – 1K	One-component, fibre-reinforced mortar designed for flexible waterproofing and concrete protection
Dulux	Roadmaster A1	Alkyd Modified Chlorinated Rubber Road Marking Paint

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APPENDIX E: TENDER FORM

Name of Project: *Building Name:* -
Address: *2-4 Porter Street, Ryde*
Strata Plan No. *87699*

Tender:
I/We tender to perform the work for the above project as described in, and in accordance with, the tender documents referenced in the *Conditions of Tendering* and for the lump sum of:

.....
(Total lump sum in words and figures from the Work Packages below)

The contract duration will be ..... weeks from the date of site possession.

The time for giving possession of the site and the period of practical completion are as stated in the Annexure to the Contract Conditions.

This tender must remain open for consideration for (*26 weeks)* from the (*date*) and (*time*) of closing of the tender period.

A Construction Program is attached.

I/We acknowledge the receipt of addenda numbered ..... during the tender period.

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Name of Tenderer (company) .....

ACN/ABN: ..... **Licence Number:** .....

Telephone: ..... **Email:** .....

Tenderer's address or registered business office address: .....

.....

....
Tenderer's signature **Witness' signature**

....
Print Tenderer's name **Print Witness' name**

(The common seal of the Tenderer shall be affixed in accordance with the Corporations Act 2001)

Date of Tender .....

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APPENDIX F: WORK PACKAGES SCHEDULE

Name of Project: *Building Address:* *2-4 Porter Street, Ryde*
Strata Plan No.: *86799*

Name of Tenderer (company):

.....

1.0	**Preliminaries**	**(Section 3.0)**	**$**
2.0	**Access & Materials Handling**	**(Section 4.2)**	**$**
3.0	**Storage Cages & Bollards**	**(Section 4.3)**	**$**
4.0	**Demolition**	**(Section 4.4)**	**$**
5.0	**Stormwater Drainage**	**(Section 4.5)**	**$**
6.0	**Concrete Pavement**	**(Section 4.6)**	**$**
7.0	**Concrete Hobs**	**(Section 4.7)**	**$**
8.0	**Signage**	**(Section 4.8)**	**$**
9.0	**Basement Carpark Cleaning**	**(Section 4.9)**	**$**
10.0	**Markings**	**(Section 4.10)**	**$**
	SUB TOTAL		**$**
	Add Goods & Services Tax		**$**
	LUMP SUM TENDER PRICE		**$**

DRAFT

HBCF INSURANCE **$_____ + GST**

Provide a lump sum price for the project-specific Home Building Compensation Insurance in accordance with Section 1.7 and the remedial building works outlined within this Specification. The HBCF insurance is not to be included within the lump-sum tender price. For purposes allow for a project commencement of six (6) months from the date of submission of tender. The cost of the HBCF insurance will be provided to the Superintendent prior to commencement.

The provided cost is to be exclusive of all margin/profit and administrative costs required for its processing. Any profit/administrative costs are to be included in the Contractors tender submission under Section 3.0 Preliminaries.

DRAFT

UNIT RATES (excluding GST):

Materials (including application/installation/builder's margin):

Materials	$ cost + _____ %

Labour (including builder's margin):

Project Manager	$_____ per hour
Site Supervisor	$_____ per hour
Waterproofer	$_____ per hour
Renderer	$_____ per hour
Painter	$_____ per hour
Labourer	$_____ per hour

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Note 1:

Labour rates do not apply when a rate in the preceding material schedule is already applied. Labour rates are for separate day sheet works when directed by the Superintendent only.

Additional rates including Labour, Materials (application/installation) are to include Contractor's margin within their cost.

Provisional Sums (Prime Cost items) shall be assessed as the total cost of the materials (based on supplied invoices) plus Contractor's margin.

Note 2:

The additional rates listed above will only be applied in respect to pricing or valuing works under the following clauses of the *General Conditions*:

- Clause 2.2 of AS4905 – Quantities.
- Clause 2.3 – Provisional sum.
- Clause 5 of AS4905 – Discrepancies.
- Clause 7 of AS4905 – Legislative requirements.
- Clause 8 of AS4905 – Protection.
- Clause 17A – Latent conditions.
- Clause 18.2 of AS4905 – Defective work.
- Clause 18.3 of AS4905 – Acceptance of Defective Material or Work
- Clause 19 of AS4905 – Programming and Suspension.
- Clause 20.5 of AS4905 – Liquidated damages.
- Clause 20.6 of AS4905 – Delay damages.
- Clause 21 of AS4905 – Defects Liability.
- Clause 22 of AS4905 – Variations.
- Clause 23.8 of AS4905 – Interest.
- Clause 25.6 of AS4905 – Adjustment on completion of work taken out.
- Clause 25.9 of AS4905 – Contractor's right to damages for suspension.
- Clause 28 of AS4905 – Work Health and Safety.

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REGULATED DESIGN RECORD				
Project Address:				
Project Title:				
Consent No:		Consent No:		
Drawing Title:		Drawing Title:		
Rev	**Date dd.mm.yy**	**Description**	**DF Full Name**	**Reg No**

GENERAL NOTE:

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-DIMENSIONS AND SITE SETOUT SHALL NOT BE OBTAINED BY SCALING THE DRAWINGS.

DRAWING SCHEDULE:

A101 SITE PLAN & COVER SHEET
> GENERAL NOTES

A102 BASEMENT 1 - PART A
> WATERPROOFING & NEW CONCRETE HOB

A103 BASEMENT 1 - PART B
> WATERPROOFING & NEW CONCRETE HOB

A104 BASEMENT 2 - PART A
> WATERPROOFING & NEW CONCRETE HOB

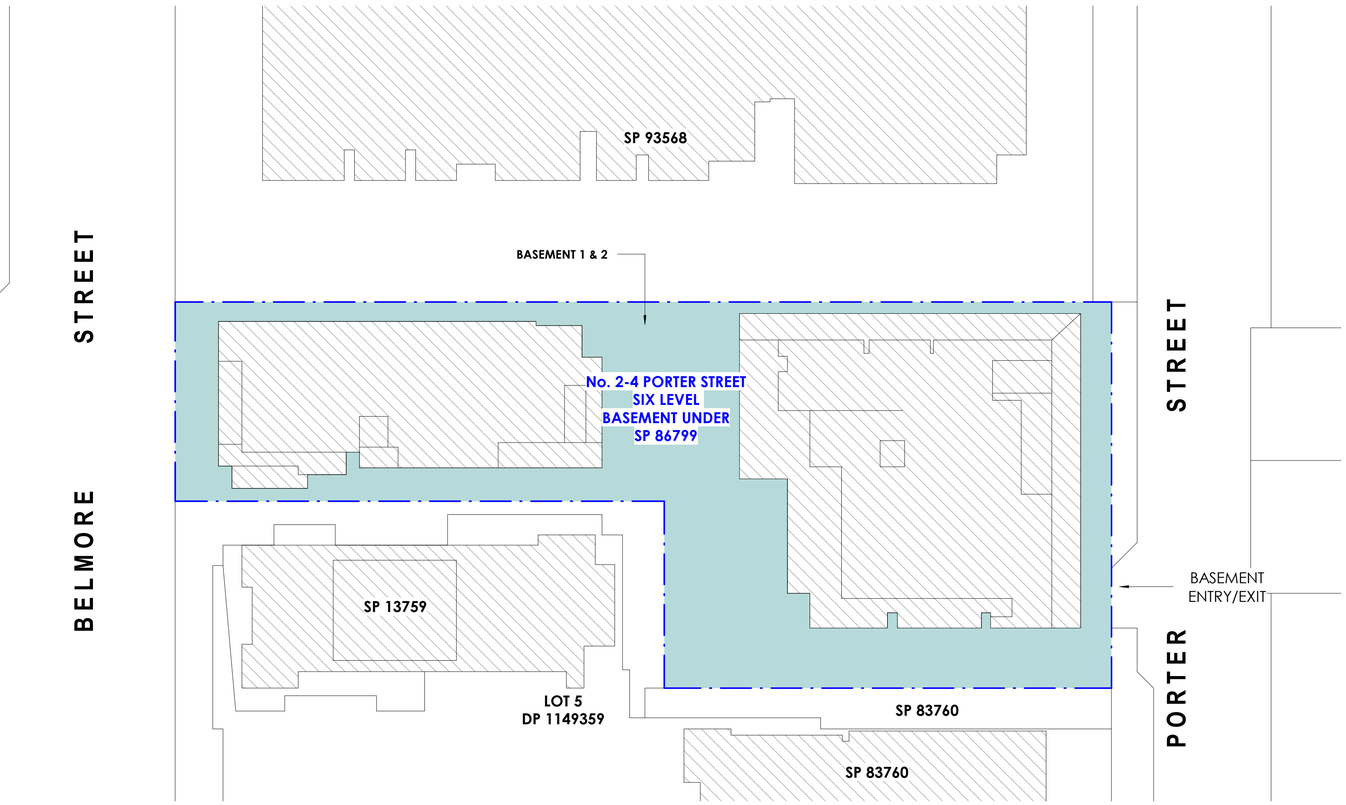
A105 BASEMENT 2 - PART B
> WATERPROOFING & NEW CONCRETE HOB

A106 SECTION 1, 2 & 3
> BASEMENT 1 - PART A
> BASEMENT 1 - PART A

A107 SECTION 4 & 5
> BASEMENT 2 - PART B
> BASEMENT 2 - PART B

A108 DETAILS
> SECTION THROUGH EXTERNAL WALL/PIER DETAIL;
> SECTION TROUGH FLOOR WASTE DETAIL;
> SECTION TROUGH THE EXTERNAL WALL BETWEEN PIERS DETAIL;
> SECTION CROSS SECTION OF STORMWATER LINE DETAIL;

A109 DETAILS
> SECTION THROUGH EXTERNAL CONCRETE WALL DETAIL;
> SECTION THROUGH EXTERNAL WALL/PIER WITH DRAIN DETAIL;
> SECTION TROUGH EXTERNAL WALL/PIER DETAIL;



1 **Site Plan**
1 : 300

C	RHM REVIEW	28-04-25
B	RHM REVIEW	26-03-25
A	RHM REVIEW	19-02-25
Issue	**Amendment**	**Date**

RHM Consultants

PROJECT:
2-4 PORTER STREET, RYDE
BASEMENT 1 & 2

Drawing title:
Cover Sheet

Date: 05-12-24
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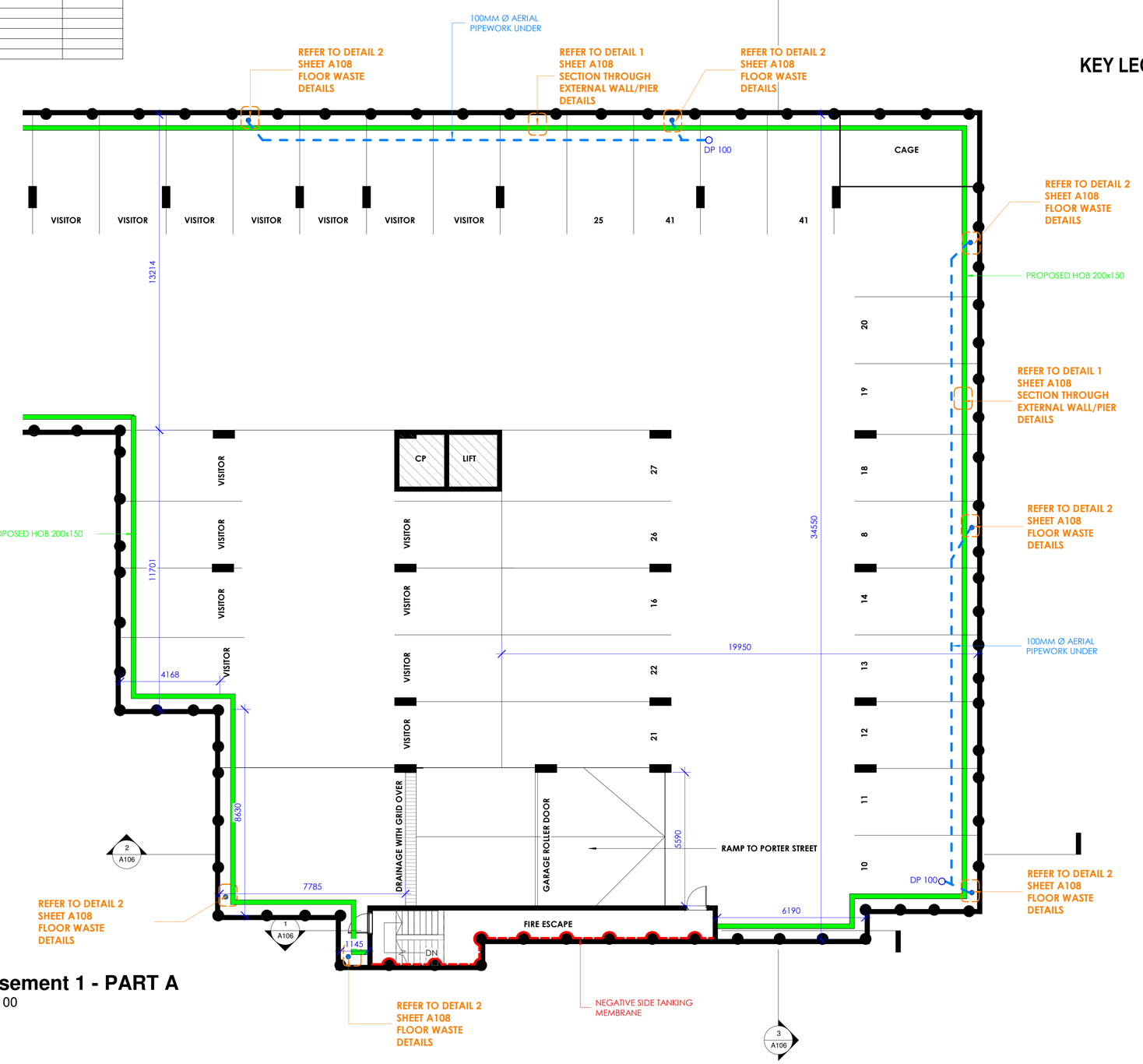
Project number 04 -29

A101

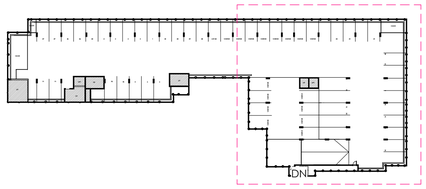
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Plot: 2-4 Porter St Ryde RHM Review C 28-04-25.pdf - page 1

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Project Title:				
Consent No:		Consent No:		
Drawing Title:		Drawing Title:		
Rev	**Date dd.mm.yy**	**Description**	**DF Full Name**	**Reg No**



2 Basement 1 - PART A
1 : 100



KEY LEGEND B1 - PART A

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- DENOTES TEST AND COMMISSION AND CONFIRM DUTY
- DENOTES TO BE INVESTIGATED WITH CCTV

Issue	Amendment	Date
C	RHM REVIEW	28-04-25
B	RHM REVIEW	26-03-25
A	RHM REVIEW	19-02-25

RHM Consultants

PROJECT:
2-4 PORTER STREET, RYDE
BASEMENT 1 & 2

Drawing title:
Basement 1 - Part A

Date: 05-12-24
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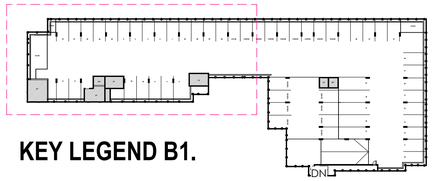
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Drawing Title:		Drawing Title:		
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KEY LEGEND B1.

GENERAL NOTE:

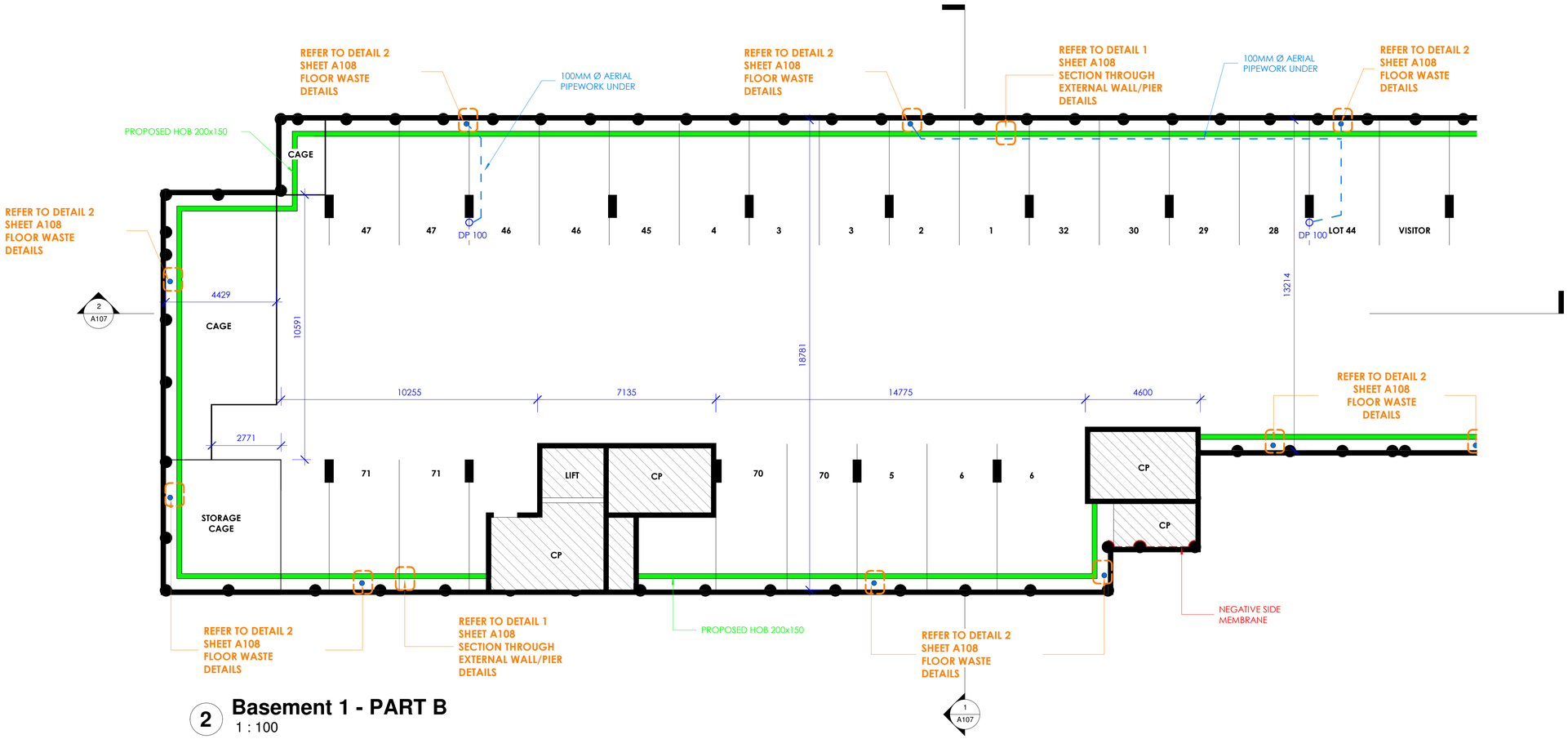
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2 Basement 1 - PART B
1 : 100

Issue	Amendment	Date
C	RHM REVIEW	28-04-25
B	RHM REVIEW	26-03-25
A	RHM REVIEW	19-02-25

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PROJECT:
2-4 PORTER STREET, RYDE
BASEMENT 1 & 2

Drawing title:
Basement 1 - Part B

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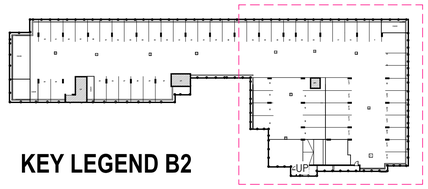
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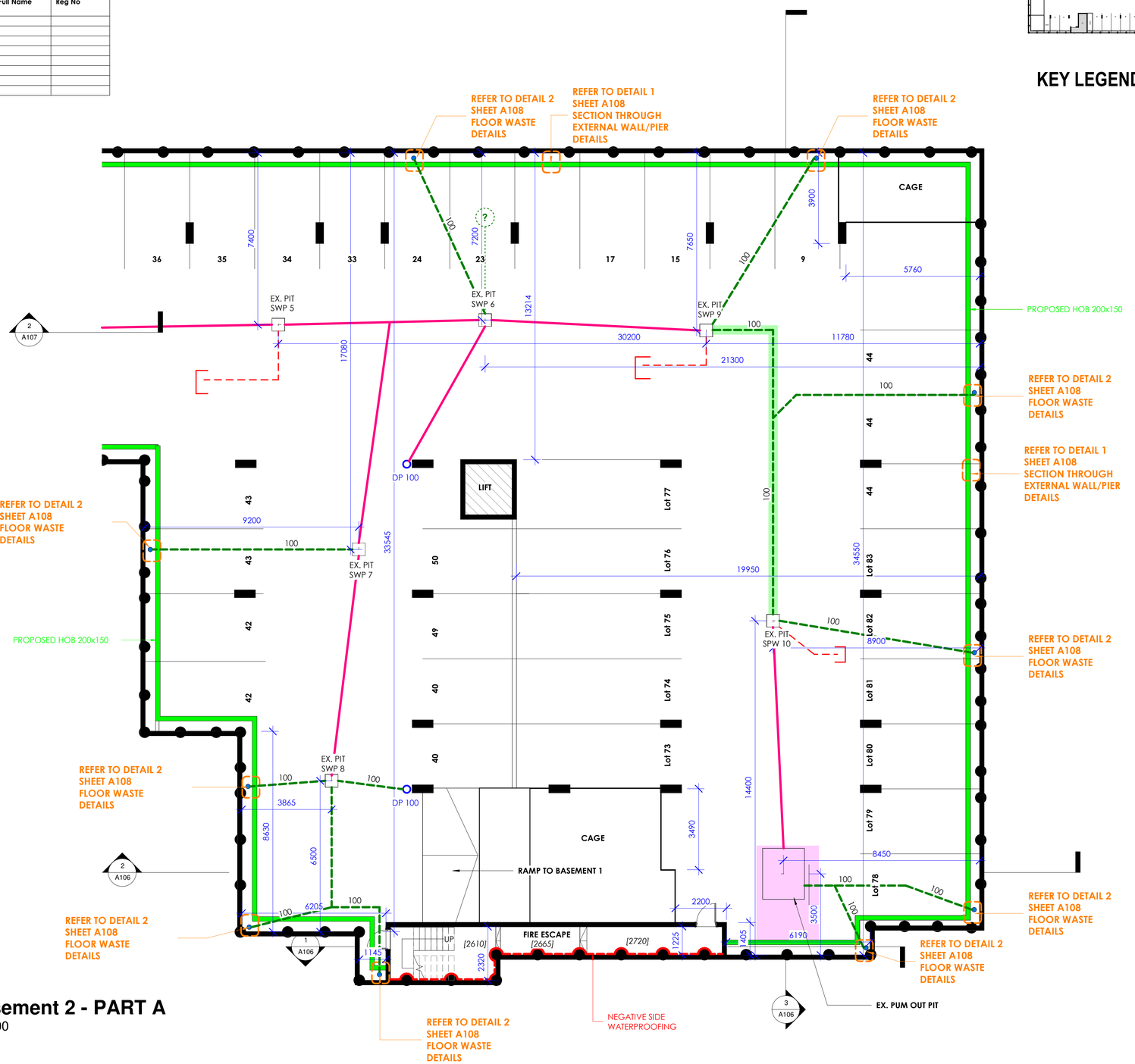
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Project Title:				
Consent No:		Consent No:		
Drawing Title:		Drawing Title:		
Rev	**Date dd.mm.yy**	**Description**	**DF Full Name**	**Reg No**



KEY LEGEND B2



2 Basement 2 - PART A

1 : 100

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- ? DENOTES TO BE INVESTIGATED WITH CCTV

Issue	Amendment	Date
C	RHM REVIEW	28-04-25
B	RHM REVIEW	26-03-25
A	RHM REVIEW	19-02-25

RHM Consultants

PROJECT:
2-4 PORTER STREET, RYDE
BASEMENT 1 & 2

Drawing title:
Basement 2 - Part A

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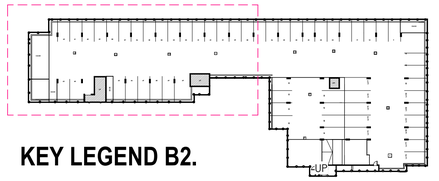
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Project Title:				
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Drawing Title:		Drawing Title:		
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KEY LEGEND B2.

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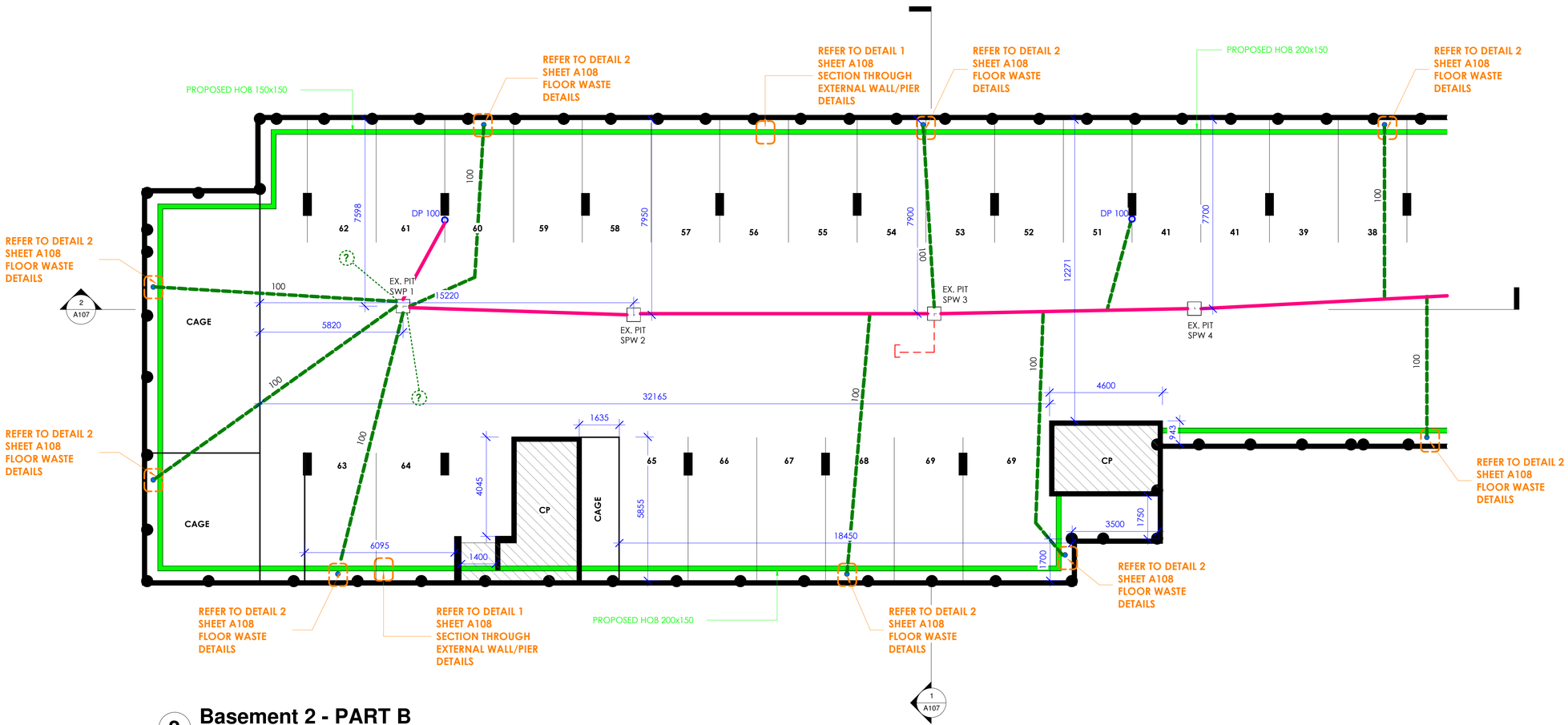
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- ? DENOTES TO BE INVESTIGATED WITH CCTV



2 Basement 2 - PART B

1 : 100

Issue	Amendment	Date
C	RHM REVIEW	28-04-25
B	RHM REVIEW	26-03-25
A	RHM REVIEW	19-02-25

RHM Consultants

PROJECT:
2-4 PORTER STREET, RYDE
BASEMENT 1 & 2

Drawing title:
Basement 2 - Part B

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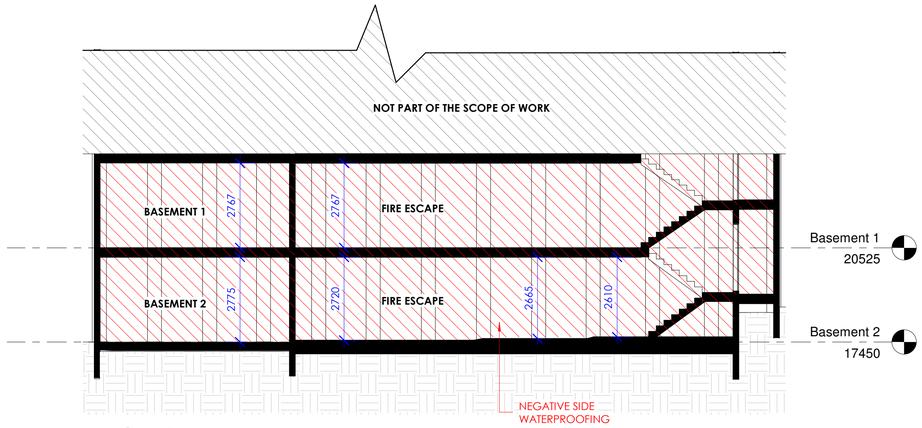
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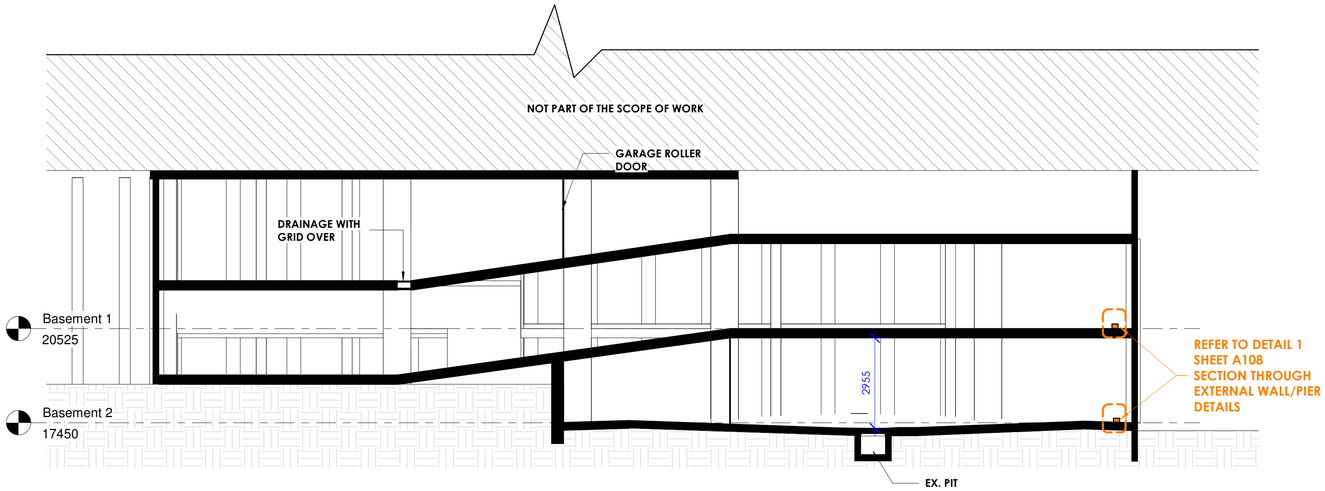
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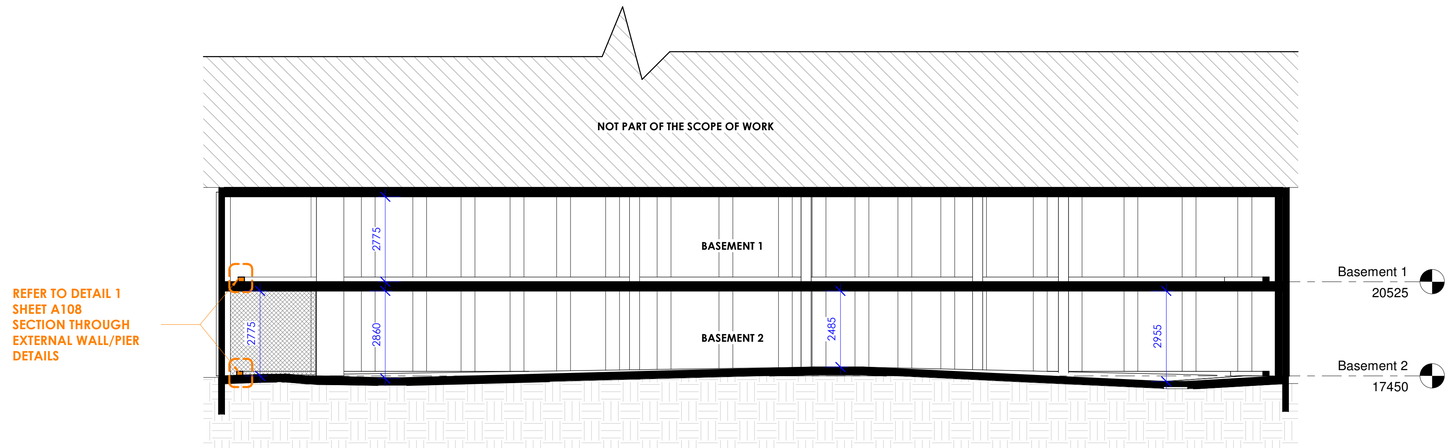
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Project Title:				
Consent No:		Consent No:		
Drawing Title:		Drawing Title:		
Rev	**Date dd.mm.yy**	**Description**	**DP Full Name**	**Reg No**



1 **Section 1**
1 : 100



2 **Section 2**
1 : 100



3 **Section 3**
1 : 100

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Issue	Amendment	Date
C	RHM REVIEW	28-04-25
B	RHM REVIEW	26-03-25
A	RHM REVIEW	19-02-25

RHM Consultants

PROJECT:
2-4 PORTER STREET, RYDE
BASEMENT 1 & 2

Drawing title:
Section 1,2 & 3

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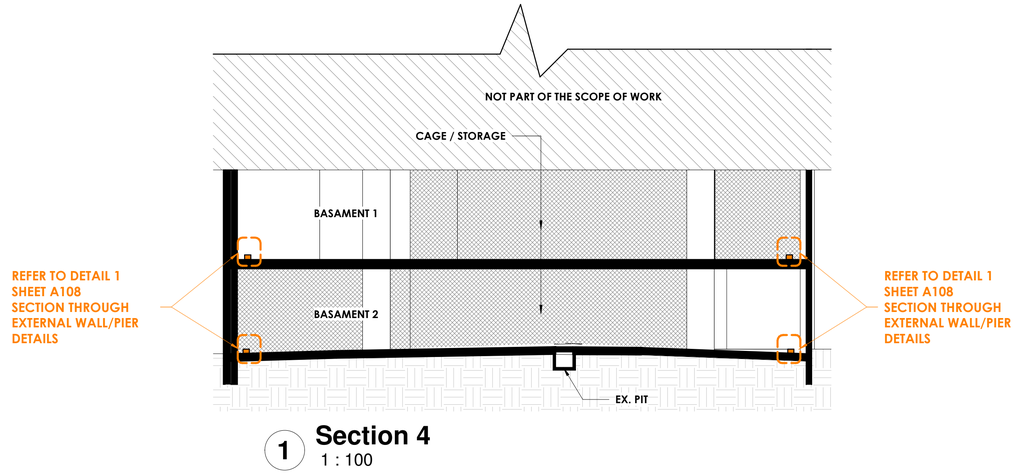
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A106

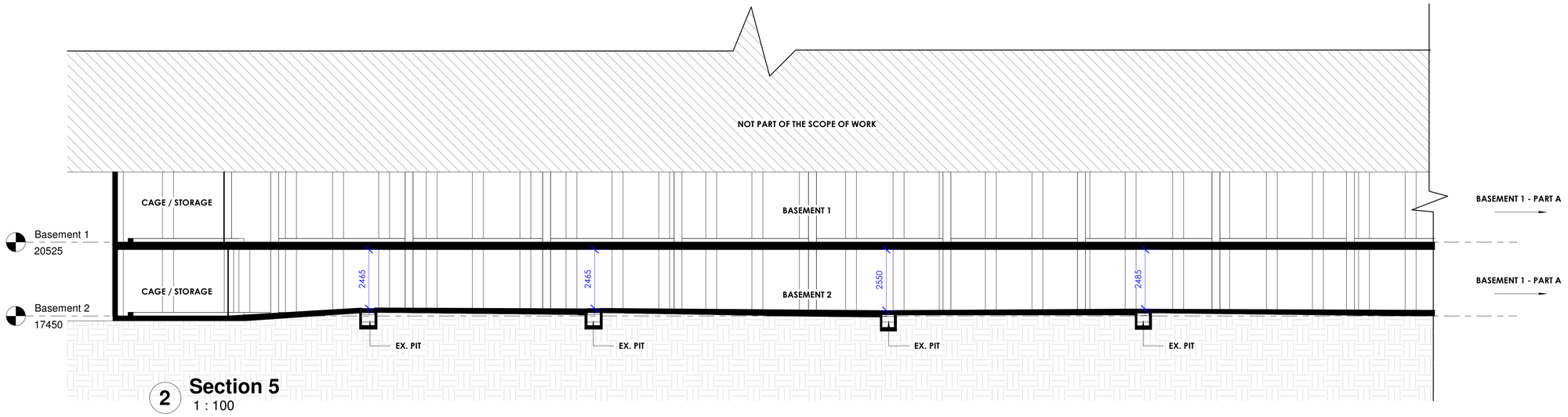
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Project Title:				
Consent No:		Consent No:		
Drawing Title:		Drawing Title:		
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1 **Section 4**
1 : 100



2 **Section 5**
1 : 100

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Issue	Amendment	Date
C	RHM REVIEW	28-04-25
B	RHM REVIEW	26-03-25
A	RHM REVIEW	19-02-25

RHM Consultants

PROJECT:
2-4 PORTER STREET, RYDE
BASEMENT 1 & 2

Drawing title:
Section 4 & 5

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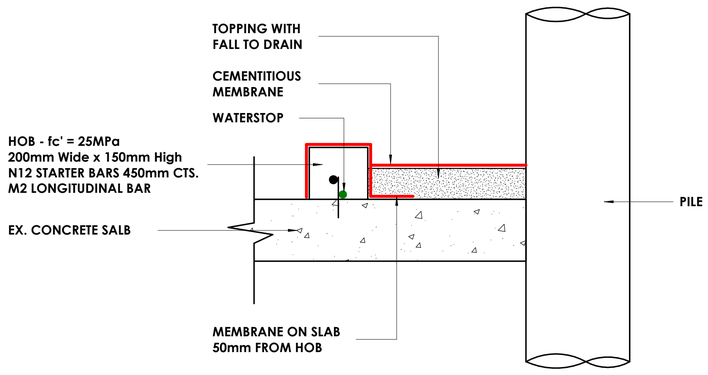
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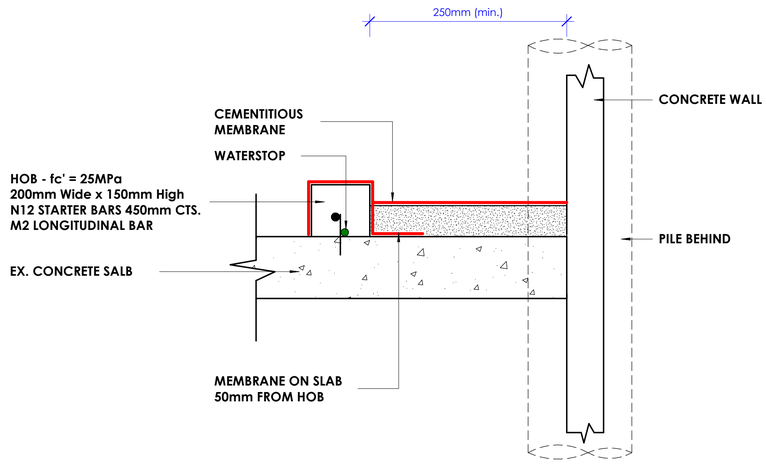
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Consent No:		Consent No:		
Drawing Title:		Drawing Title:		
Rev	**Date dd.mm.yy**	**Description**	**DF Full Name**	**Reg No**



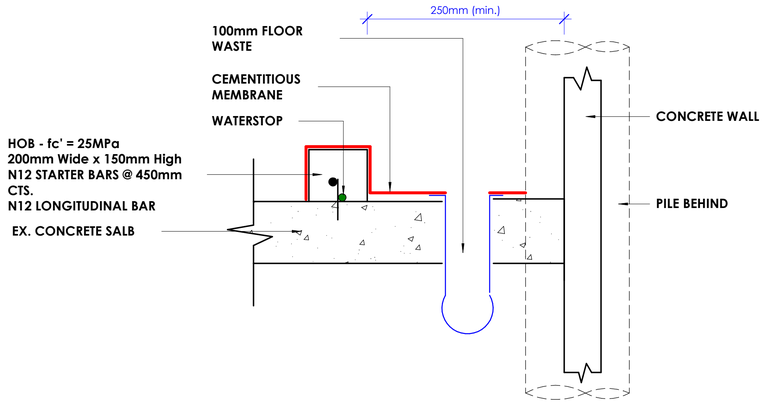
SECTION THROUGH EXTERNAL WALL/PIER

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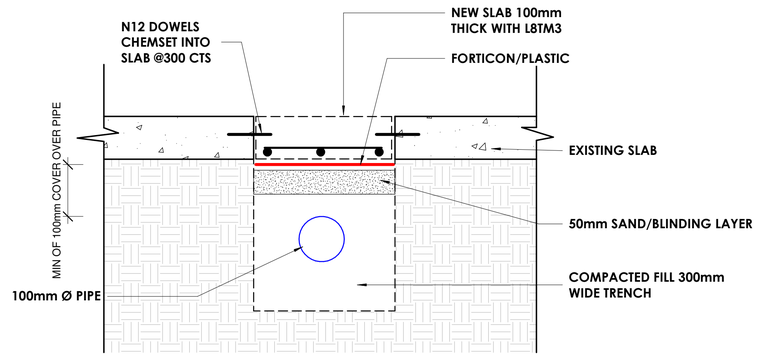
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SECTION TROUGH FLOOR WASTE

(NOT TO SCALE)



CROSS SECTION OF STORMWATER LINE

(NOT TO SCALE)

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Issue	Amendment	Date
C	RHM REVIEW	28-04-25
B	RHM REVIEW	26-03-25
A	RHM REVIEW	19-02-25

RHM Consultants

PROJECT:
2-4 PORTER STREET, RYDE
BASEMENT 1 & 2

Drawing title:
Details

Date: 05-12-24
Scale: As indicated
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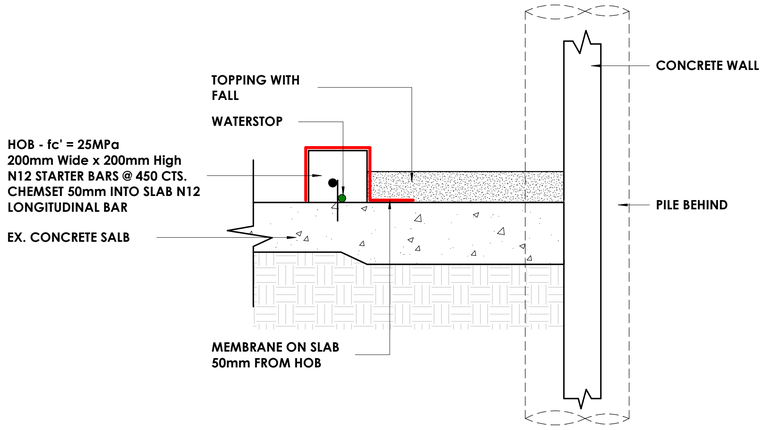
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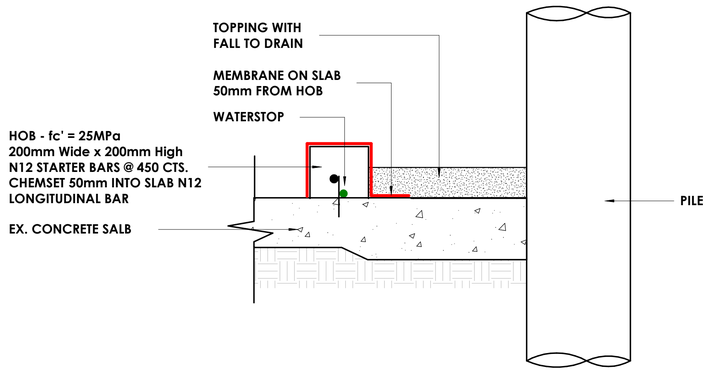
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Consent No:		Consent No:		
Drawing Title:		Drawing Title:		
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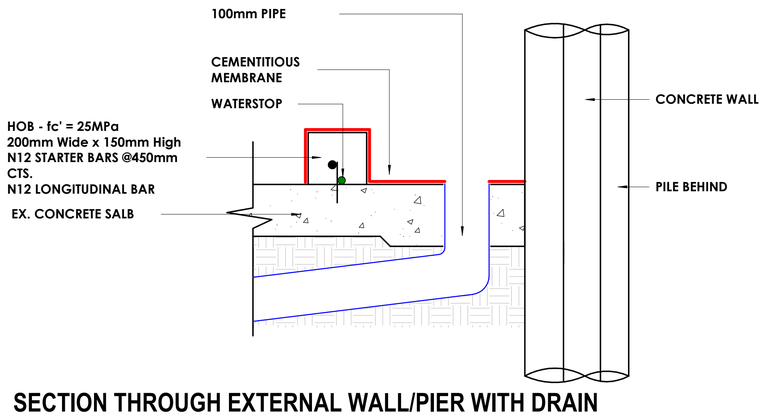
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SECTION TROUGH EXTERNAL WALL/PIER

(NOT TO SCALE)



SECTION THROUGH EXTERNAL WALL/PIER WITH DRAIN

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Issue	Amendment	Date
C	RHM REVIEW	28-04-25
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A	RHM REVIEW	19-02-25

RHM Consultants

PROJECT:
2-4 PORTER STREET, RYDE
BASEMENT 1 & 2

Drawing title:
Details

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Basement and Unit 3 Water Ingress Report

2 – 4 Porter Avenue, Ryde NSW 2112



Prepared by: Wardell Remedial Pty Ltd (ABN: 95 663 972 610)

Prepared for: The Owners of Strata Plan 86799 / Structa Consulting Engineers Pty Ltd

Dated: 8 May 2025

Report No. RP2PORCA.01A

1.0 INTRODUCTION

1.1 In accordance to email approval dated on the 8/4/2025, Wardell Remedial on behalf of Structa Consulting Engineers carried out a diagnostic inspection to basement 1 leak at sewer pipe and unit 3 at 2 – 4 Porter st, Ryde NSW 2112 (the "property")

1.2 The inspections were carried out on the 28th of April 2025 and the 1st of May 2025.

1.3 The inspections were carried out by Tom Pencarinha and Fred Karamy on both days.

1.4 The purpose of this inspection and report was to identify the entry point to a reported water leak into basement and unit 3, signs of moisture was reported to sunroom cornice, and water leak to internal space of living room.

1.5 The weather conditions were dry and sunny at the time of inspection.

2.0 OBSERVATION AND DISCUSSION

2.1 Basement Leak

2.1.1 Leak in level 1 and 2 basement was evident. The leak was entering via sewer pipe penetrating a shotcrete wall.

2.1.2 No dish drain evident to divert water

2.1.3 Measurements were observed and it was determined that the sewer pipe had penetrated the shotcrete wall near footpath garden bed/ drainage pit at top of ramp.

2.1.4 Brick pit was not adequately waterproofed. Upon filling the pit with water the leak occurred into the basement

2.1.5 Leak is entering via sewer pipe penetration in shotcrete wall



Photo 1. Leak into basement via sewer pipe penetration



Photo 2. No dish drain to divert water



Photo 3. Location of sewer pipe penetration via shotcrete wall below soil



Photo 4. Inadequate waterproofing to brick pit in proximity to sewer penetration

2.2 Water ingress and mould in unit 3

2.2.1 It was reported that water ingress and mould had occurred to bedroom in unit 3 adjacent to external walk way

2.2.2 No signs of water was evident at the time of inspection

2.2.3 Owner had advised that paint and new flooring was installed recently to bedroom in question where mould had previously appeared

2.2.4 Cavity brick flashing was not evident to external brick wall in addition to inadequate weep holes.

2.2.5 No membrane termination to brick work was evident

2.2.6 Water was evident below the tile/sand and cement screed and brick work

2.2.7 Bricks where removed and alchor flashing was evident at concrete slab level

2.2.8 A concrete hob with waterproof membrane has been installed behind brickwork

2.2.9 Water test carried out to colourbond roof above. Leaks where evident from roof and down pipe in stack.

2.2.9 Down pipe in stack is in adequately installed

2.2.10 The metal roof over the walkway has been inadequately installed

2.2.11 Water trapped in cavity

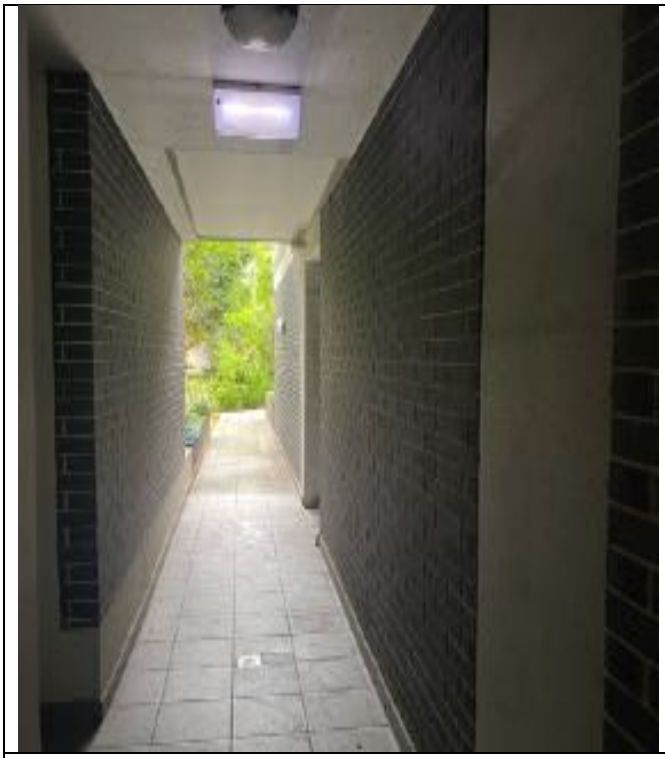


Photo 5. Brick wall in walk way adjacent to bedroom unit 3. No flashing evident and inadequate weep holes



Photo 6. Water evident prior to test. No waterproofing upturn evident to brickwork.

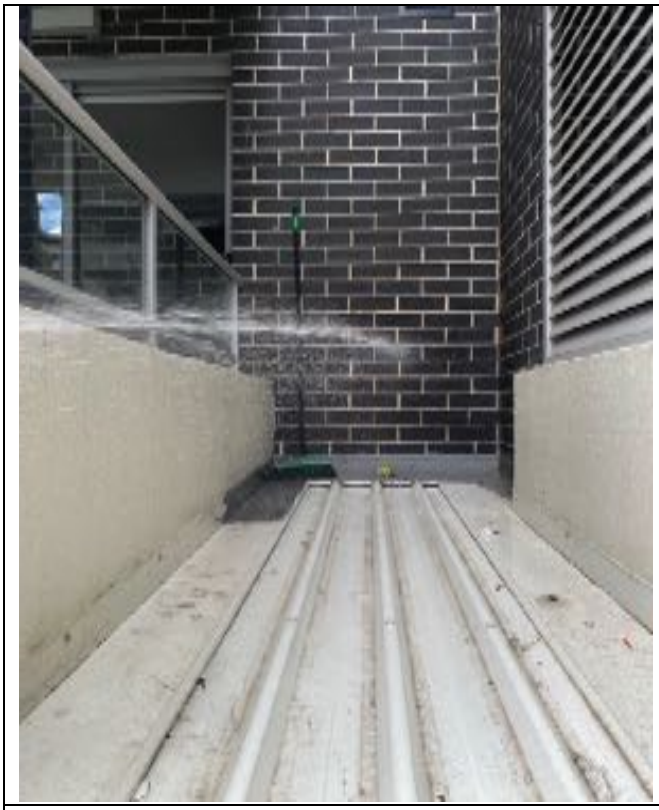


Photo 7. Water test to colourbond roof above walkway



Photo 8. Inadequate down pipe in stack. Leak occurred upon water testing to roof.



Photo 9. Leaks occurred from colourbond roof onto ceiling soffit



Photo 10. Inadequate installation of colourbond roof

	
Photo 11. Inadequate flashing to parapet roof	Photo 12. Alchor flashing installed at concrete slab level terminating onto a waterproofed concrete hob

3.0 CONCLUSION AND RECOMMENDATIONS

Several non-compliant issues were noticed that don't meet the BCA/NCC

3.1 Basement Leak

3.1.1 Removal of soil and the waterproofing to the sewer pipe penetration and shotcrete wall

3.1.2 Removal of soil and replacement of the external stormwater pit

3.2 Water ingress and mould in unit 3

3.2.1 Rectification works to colourbond roof above walk way

3.2.2 Rectification works Roof down pipe in stack

3.2.3 Rectification works to cavity flashing brick work

3.2.4 Rectification work to concrete floor substrate to be repaired to ensure a compliant fall to drainage points, and a compliant waterproofing system

4.0 DISCLAIMER

Wardell Remedial Pty Ltd notifies the client that the particulars set out in this report are for the exclusive use of the client and that no responsibility or liability is accepted as a result of the use of this report by any other party. This report shall not be construed as certificate or warranty.

Please do not hesitate to contact me on 0416 267 526 if you require any additional information or further clarification.

Kind Regards,

Fred Karamy
Wardell Remedial Pty Ltd
0416 267 526
fred@wardellgroup.com.au

structa
Consulting Engineers

REGULATED DESIGN

14 FEBURARY 2025

Subject property:	2-4 Porter Street, Ryde
Prepared for:	The Owners - Strata Plan 86799
Prepared by:	Peter Boutros – Structa Consulting Engineers Pty Ltd
Reference:	CO8287

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1. QUALIFICATIONS AND EXPERIENCE:

1. I, Peter Boutros, am Founder and Director of Structa Consulting Engineers (Structa) and have worked as a consulting engineer in structural and civil engineering for the past 12 years.

2. I graduated from The University of Sydney with a Bachelor of Engineering (Civil Engineering) (Structures) in 2013, with Honours Class II, Division 1.

3. My formal qualifications and accreditations include the following:

    - Bachelor of Engineering (Civil Engineering) (Structures) in 2013, with Honours Class II, Division 1 – The University of Sydney.
    - Member of the Institution of Engineers Australia (Member No. 4190462).
    - Registered Design Practitioner NSW Fair Trading (DEP0002531)
    - Registered Professional Engineer NSW Fair Trading (PE0005761)
    - Registered Professional Engineer Victoria BLA (PE0005761)
    - Advanced Diploma of Structural Engineering (Distinction), Nirimba College, December 2010.
    - Diploma of Civil Construction Design (Distinction), Nirimba College, December 2009.
    - OH&S General Induction for Construction Work (White Card), Workcover NSW, 2005.

2. BACKGROUND

4. This report relates to the property located at 2-4 Porter Street, Ryde.

5. This report provides a regulated design in accordance with the Design and Building Practitioners Act 2020 as per the findings in the report by Building and Waterproofing Reports Australia.

3. REGULATED DESIGN

3.1. WATER PENETRATION TO BASEMENT CARPARK

Description of Defect

- Water is penetrating through the construction joint and entering the carpark below.
- The tiling to the courtyard is defective and deteriorating.

Observation and testing

- During our initial inspection on 16 August 2024 we were given access to the courtyard and basement carpark.
- I observed moisture entering the basement carpark (Refer to Photos 1 – 2)
- Based on the observed defects, I conducted an inspection of the courtyard above and observed signs of waterproofing membrane failure. I also did not observe an expansion joint in the tiles above the area where the expansion joint below was present. (Refer Photos 3 – 4).

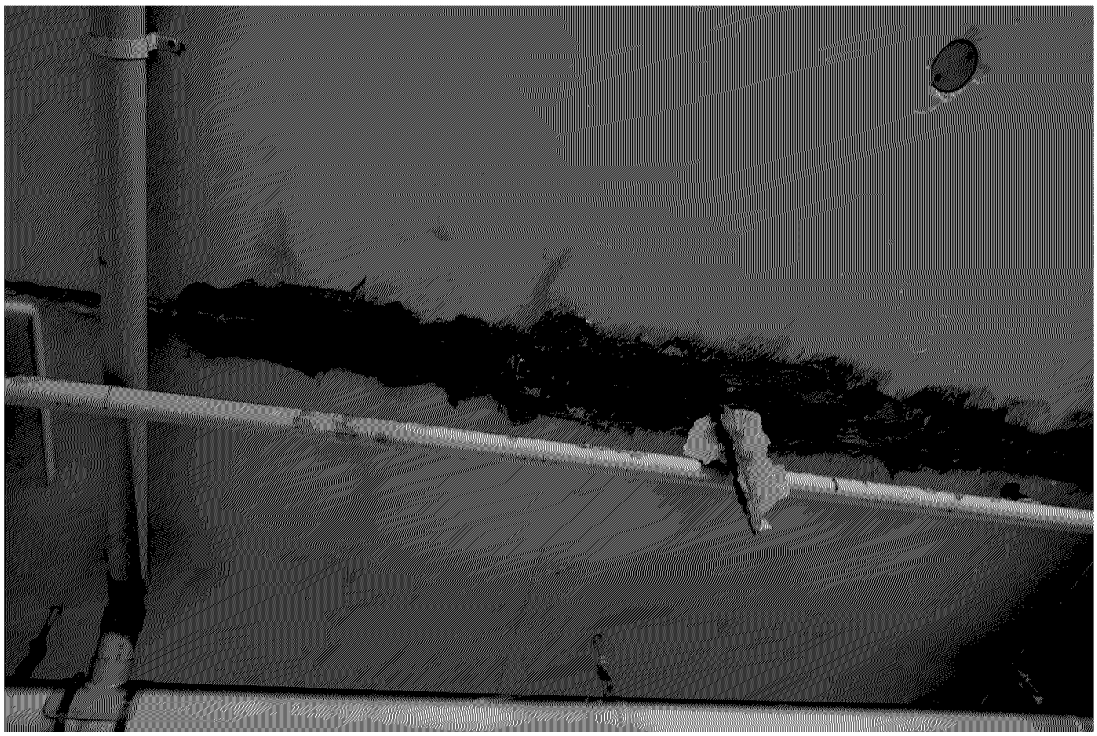


Photo 1 – Moisture entering the basement

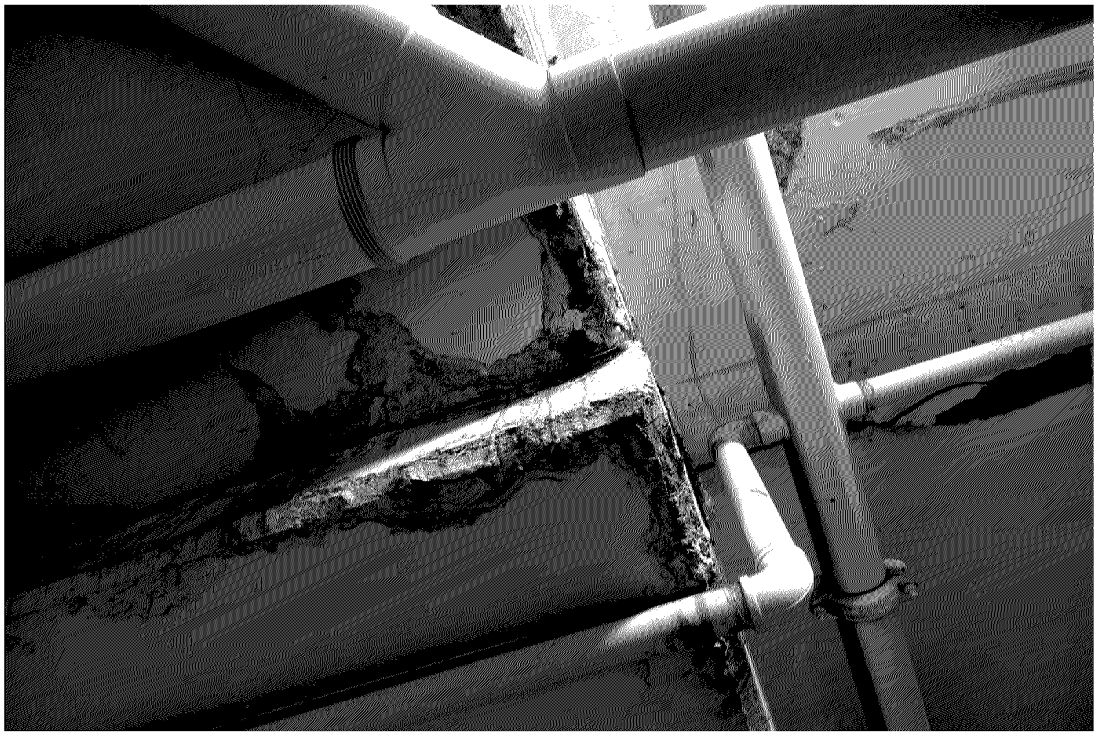


Photo 2 – Moisture entering the basement

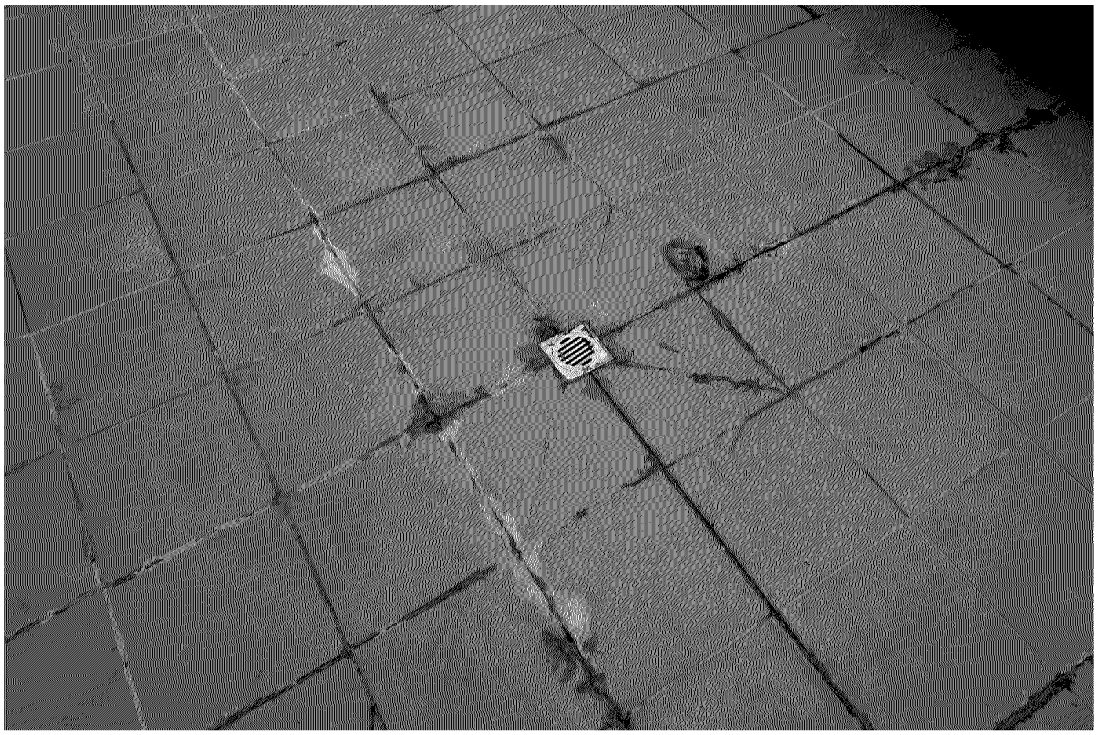


Photo 3 – Tiling to courtyard



Photo 4 – Tiling to courtyard

- It was also observed that the waterproofing to the brickwork allowed for water to bypass the waterproofing.
- The single step to the courtyard at the ramp was also found to be non-compliant with step 1 being 145mm rise and step 2 being 205mm rise.

Summary of Required Works

The following works shall be completed to remedy the issue:

- Re-waterproofing to courtyard slab
- Waterproofing to the brickwork
- Rectification of single step

3.2. WATERPROOFING TO BRICKWORK AND SLAB

3.2.1 Intent and Extent

The intent is to apply waterproofing membrane to the brickwork and slab to current Australian Building Codes and Standards.

3.2.2 Standards

Remediation works shall be in accordance with all relevant manufacturer's specifications, currently applicable Building Codes and Australian Standards including, but not limited to:

- NCC National Construction Code 2022
- New South Wales Guides to Standards and Tolerances 2017
- AS 3700:2011 – Masonry structures
- AS 3958:3007 – Ceramic tiles
- AS/NZS 4586:2004 – Slip resistance classification of new pedestrian surface materials
- AS 4654:2012 – Waterproofing membranes for external above-ground use

3.2.3 Materials

The following materials shall be used for the repairs.

Item	Description
Screed 15-40mm thick	Ardex A48 rapid set engineered screed mix. No reinforcement required
Screed 40-70mm thick	Ardex A48 rapid set engineered screed mix. Reinforce with a minimum 1.2mm diameter galvanised mesh of 25mm spacing. Installed central. Start and stop at joints in the screed bed.
Ardex RA88	Reglet Epoxy
Ardex CA750	Water-based contact adhesive – for WPM1000
Ardex WPM1000	Under-tile waterproofing membrane
Ardex ST	Bridging/bond breaker
Ceramic floor tiles	300x300mm floor tiles. Maximum 10mm thick. P4/R11 Slip resistance in accordance with AS/NZS 4586.
Ceramic skirting tiles	Min 100mm height. To match the new floor tiles. Ensure cavity flashing level is above the top of the skirting tiles.
Ardex X18	Tile adhesive
Ardex FG 8	Grout
Ardex SE	Sealant at tile joint
Ardex CA 20 P	Multipurpose Construction Adhesive and Sealant
Rockcote Quick Render Fibre Reinforced	Render
EMER Emer-Clad Fabric Reinforcing Tape	Sealant at reglet and scupper drain Interface
EMER Emer-Clad solvent based primer to render, and 3 coats EMER Emer-Clad Façade Matt to match existing as close as practical.	Coating
Colorbond parapet flashing	Capping to top of brick
Ardex flashing tape or Ardex STB/STA tape	Puddle flange flashing tape

Ardex 100mm Clamp Waste Outlet Kit	100mm Tilerite flange with threaded spigot and Chrome on Brass Grate. Vinyl floor waste flange with threaded clamp ring and cyclone spigot

3.2.4 Installation of additional drain

- Contractor to confirm location of existing stormwater pipe to tap into.
    - Hold Point: Structa Consulting to review the proposed connection point of the new waste drain.
- Contractor to have the slab scanned in the location of the proposed additional waste drain.
    - Hold Point: Structa Consulting to review the slab scan results and confirm location of new waste drain.
- Core drill new 100mm dia. waste pipe location and place PVC pipe. Connect to existing stormwater system to AS3500.3 requirements.
- Existing waste pipe and drain to be cleaned and the system tested to ensure that it is functioning adequately.

3.2.5 Waterproofing to courtyard slab

- Contractor to liaise and work with a qualified Ardex representative to ensure all relevant/necessary warranties are provided upon completion of the re-waterproofing works.
- Remove tiles and screed. Clean existing concrete substrate. Concrete surface must be free of laitance, oil, grease, loose particles, decayed matter, moss or algal growth and general curing compounds that are not deemed compatible with the proposed waterproofing system. All surface contamination must be removed using a pre-approved blasting or mechanical process. After this treatment the surface shall be washed down with clean water to remove all dust.
    - Hold Point: Structa Consulting to inspect the condition of the existing substrate.
- Install puddle flange to new and existing waste.
- Apply HB40 to existing single step to brick the step to the correct height to achieve compliance.
- Install the screed bed in accordance with manufacturer's details.
    - Hold Point: Ensure adequate fall is achieved in the screed bed to direct all surface water to the drainage outlets. Minimum bonded screed bed thickness shall be 15mm. Structa Consulting to inspect the fall of the screed bed and joints prior to installing under-tile membrane.
- Install under-tile waterproofing membrane to the screed bed in accordance with the manufacturer's details. The membrane shall be continuous across the entire balcony surface. The screed shall be adequately cured, results recorded for record keeping, prior to membrane installation. Return waterproofing membrane minimum 25mm up balustrade balusters.
    - Hold Point: Structa Consulting to inspect the under-tile waterproofing membrane prior to new floor tile installation.

3.2.6 New floor tiles

- Install new ceramic floor tiles and skirting tiles to the open terraces.
- The Contractor to provide 3 tile samples for The Owners Corporation to confirm colour and texture prior to supply and install.
- The Contractor shall allow a rate agreed by the client on material cost for the floor tiles (as well as skirting tiles).
- Ensure movement joints are provided to skirting tiles at wall junctions or maximum 4.5 lineal metres.
- Ensure movement joints are provided to waterproofing membrane with bond breaker, reflected onto the screed with a saw cut and onto the tiled surface with aluminium expansion joint profiles at maximum 4.5 lineal metres.
    - Hold Point: Structa Consulting to inspect the tiling works.

3.2.7 Waterproofing to brick garden wall

- These works shall be carried out in conjunction with the balcony waterproofing membrane works.
- Remove all dirt, dust, curing compound, oils, grease, surface sealers, and other contaminants. Surface must be clean, dry, and sound.
- Apply new cementitious render to the balustrade concrete upstand.
- Apply EMER Emer-Clad Solvent Based Primer to the rendered balustrade concrete upstand as indicated in the detail in Appendix A. Allow adequate time to dry in accordance with product datasheet.
- Apply three coats of EMER Emer-Clad Façade Matt where required in the detail in Appendix A. Each coat must achieve a wet film thickness of 0.25mm. A final total dry film thickness of minimum 0.4mm must be achieved as per the product manufacturer's specification.
- Note, Contractor to allow for the required appropriate and safe access method in order to undertake the concrete upstand repair works externally). The method of access shall be stated in the tender submission.
    - Hold Point: Structa Consulting to inspect the balustrade concrete upstand works.
- Apply Colorbond capping to top of brick wall

3.2.8 Inspection and Testing Plan for all waterproofing related activities

The Contractor shall allow in their quote and process to provide inspection and testing plan to meet the following minimum requirements:

- Provide written confirmation from the manufacturer of the waterproofing membrane that the substrate has been prepared in accordance with the product data sheet requirement.
- Provide written confirmation and photographic evidence that both dry and wet film thickness has been met in accordance with the product data sheet requirement for liquid membrane.
- Provide written confirmation that lapping, and adhesive of the sheeted membrane has met the manufacturer's requirement.

- Carry out flood test using dye for 48 hours after application of the waterproofing membrane to confirm that there is no leaking.
- Manufacturer to carry out periodic inspection and written confirmation that membrane has been installed in accordance with the manufacturer's requirement.
- Manufacturer to confirm the warranty period after the installation in writing.
- Surface fall to be measured, as well as spray test to confirm the surface meets a minimum of 1:100 requirement and no physical ponding.
- Contractor shall also allow to engage a qualified technician to carry out Electronic Leak Detection broom test and the testing report and waterproofing installation certificate shall be provided to Structa Consulting for review.

3.2.9 Warranty

• The Contractor shall provide a 15-year product and installation warranty to the tile and waterproofing works.

3.3. CONCRETE REPAIRS BASEMENT

3.3.1 Intent and Extent

The intent is to repair the minor concrete damage to the slab soffit in the basement. The concrete slab soffit has minor deteriorated or poorly constructed. It was unclear if spalling at the joint had commenced. This shall be investigated. Minor, poorly completed repairs have been completed in the past which are now delaminating.

3.3.2 Standards

Remediation works shall be in accordance with all relevant manufacturer's specifications, currently applicable Building Codes and Australian Standards including, but not limited to:

- NCC National Construction Code 2022
- HB 84:2018 Guide to concrete repair and protection
- AS 3600 Concrete Structures
- AS 5216 Design of post-installed and cast-in fastenings in concrete
- AS/NZS 2312 Guide to the protection of structural steel against atmospheric corrosion by the use of protective coatings

3.3.3 Materials

The following materials shall be used for the repairs.

Item	Description
Nitoprime Zincrich	Anti-Corrosion Primer
Nitobond HAR	Bonding Primer
Renderoc HB40	Repair Mortar

3.3.4 Concrete spalling repair methodology

- Repairs shall be carried out as required in accordance with the repair specification below.
- Repair work shall be required where cracks, spalls, drummy concrete, rust stains or other defects are identified on the surfaces of existing concrete elements.
- The engineer shall inspect the works at the following points. Work shall not proceed beyond the following points until the work is inspected and approved by the engineer.
    - Prior to opening such that engineer can nominate extent of opening, then once fully opened.
    - When exposed reinforcement has been prepared.
    - After repair work is completed.
- Repair work shall be required for the extent of the concrete edges and soffits exposed by the investigation work. The repairs shall be extended to include areas where corrosion stains, cracks, spalling, drummy concrete or other defects are identified during the remedial work under way. The repairs shall also include areas where bricks are within the slab.
- Should exposed or corroded reinforcement be found, the extent of breakout shall be until the exposed reinforcement is not corroded more than 10% of the cross sectional area and the surrounding concrete is sound, and extend 100mm beyond both the start of un-corroded steel and into sound concrete.
- Depth of breakout shall be to provide a minimum 20-25mm gap between the reinforcement and sound concrete. The perimeter of the repair shall be delineated by a square edged cut 10mm deep. Care shall be taken to avoid cutting of reinforcement. Any reinforcement cut shall be repaired to the satisfaction of the engineer.
- All loose material shall be removed from the exposed concrete surface using a clean method to prevent surface contamination by dust, grease or other substances.
- All exposed reinforcement shall be cleaned to remove all rust and foreign matter by abrasive blasting to class 2½ (to leave only traces of slight stains in spots or stripes) for the full circumference of the steel.
- In areas where 15% or greater loss of section has occurred, the engineer shall be consulted for repair methodology. Supplementary reinforcement may need to be lapped to the existing reinforcement as instructed.
- Prior to placement of repair mortar, exposed steel shall be coated with an approved anti- corrosive coating to provide a protective barrier against water, chlorides, sulphates and carbon dioxide, such as Nitoprime Zincrich, in accordance with the manufacturer's recommendations. Product approval will normally be given on the recommendation of the manufacturer of the approved proprietary repair mortar. The use of chemicals, including rust converters, is not permitted.
- A full inspection by the engineer of repair areas shall be carried out after cleaning and steel priming, and before coating. Approval must be obtained before work is to proceed.
- Prior to the placement of repair mortar, a bond coat shall be applied to the surface of exposed concrete and to the previously coated reinforcing steel. The bond coat is to be thixotropic and shall be an approved polymer modified cementitious adhesive, such as Nitobond HAR.
- The approved bond coat shall be applied in accordance with manufacturer's recommendations.

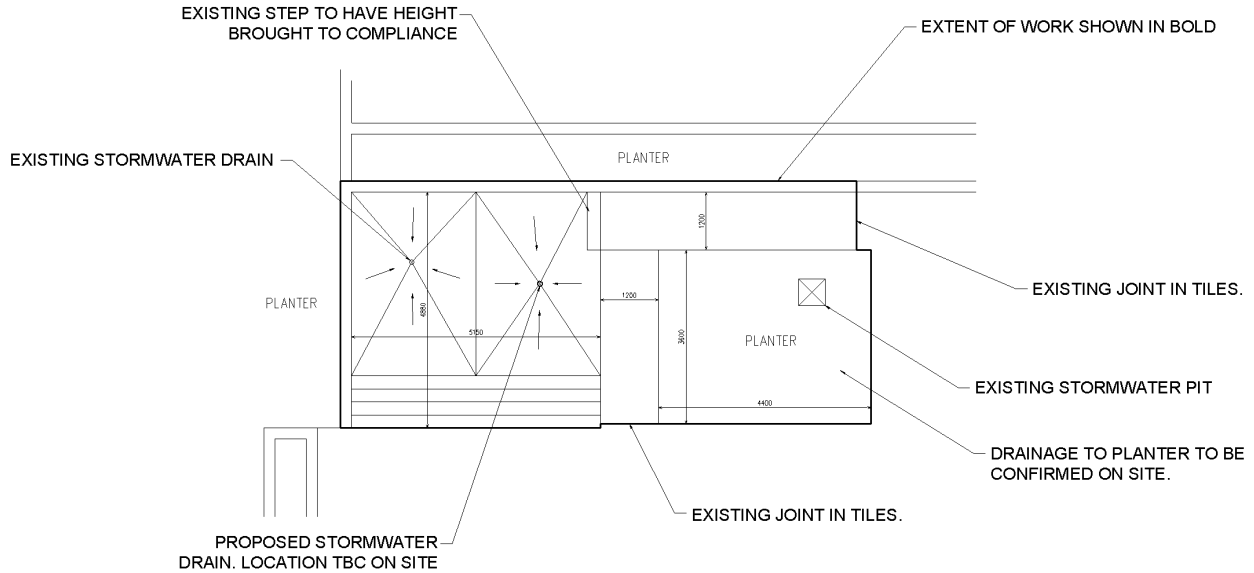
- The repair mortar used to fill areas of broken out concrete shall be an approved polymer modified cementitious mortar such as Renderoc HB40. It shall be compatible with the bond coat.
- The repair mortar shall exhibit greatly reduced water and carbon dioxide permeability and have an improved resistance to chemicals. It shall also exhibit a minimal positive net expansion by volume between the period at application and initial set. The mortar shall be supplied, applied and cured in accordance with the manufacturer's recommendations.
- Fully compact the repair mortar to ensure voids are eliminated, including behind and between the reinforcement. If the repair area is more than 80mm deep, undertake the repair in two stages allowing 24 hours for the first stage to cure.
- The repair shall be made to match the existing surrounding surface as near as possible with respect to level, finish and texture unless the repair area has been locally thickened to provide cover to the reinforcement.
- All repair materials shall be used strictly in accordance with the manufacturer's recommendations

4. LIMITATIONS

After consultation with the committee members and taking into consideration the financial impact on all stakeholders, all design options have been considered in ensuring the weatherproofing design is in accordance with the requirements of Part F NCC 2022 Volume 1. There are certain elements that must be excluded from the regulated design as they are either unknown, cannot be warranted or cannot be made to comply with current building codes and standards. Refer to table below:

Item to be Excluded	Reason	Recommendations to mitigate risk
Shoring wall waterproofing	It is unclear if the waterproofing to the top of the shoring wall capping beam is adequate and/or extends into the adjacent garden bed.	To be inspected and checked by the engineer at the time of remedial works.
Existing waterproofing to planter boxes	It is unclear if the waterproofing to the existing planter boxes are leaking.	Proposed works will not impact any future works to planters if deemed necessary and will not result in abortive works. Signs of leaking to be monitored following completion of the works.
Construction joint location.	The joint of the construction joint could not be determined on site as it has not been reflected in the tiles.	To be inspected and checked by the engineer at the time of remedial works.
Final termination point of waterproofing remedial works.	The works have been terminated at a point deemed reasonable to prevent further water ingress. Given the significant cost to waterproof the entire area, this was considered cost prohibitive.	Proposed works will not impact any future works to the remaining tiled areas if deemed necessary and will not result in abortive works. Signs of leaking to be monitored following completion of the works.
Drainage to existing planters.	The drainage to the existing planters could not be determined.	To be inspected and checked by the engineer at the time of remedial works.

APPENDIX 1 – WATERPROOFING DETAILS



WATERPROOFING AND DRAINAGE PLAN

SCALE 1:50

DIMENSIONS ARE APPROX ONLY. CONTRACTOR TO CONFIRM ALL DIMENSIONS ON SITE

NO.	AMENDMENTS	DATE
1	ISSUED FOR CONSTRUCTION	14/02/25

DRAWING TITLE:
HOB AND WATERPROOFING DETAILS SHEET 1

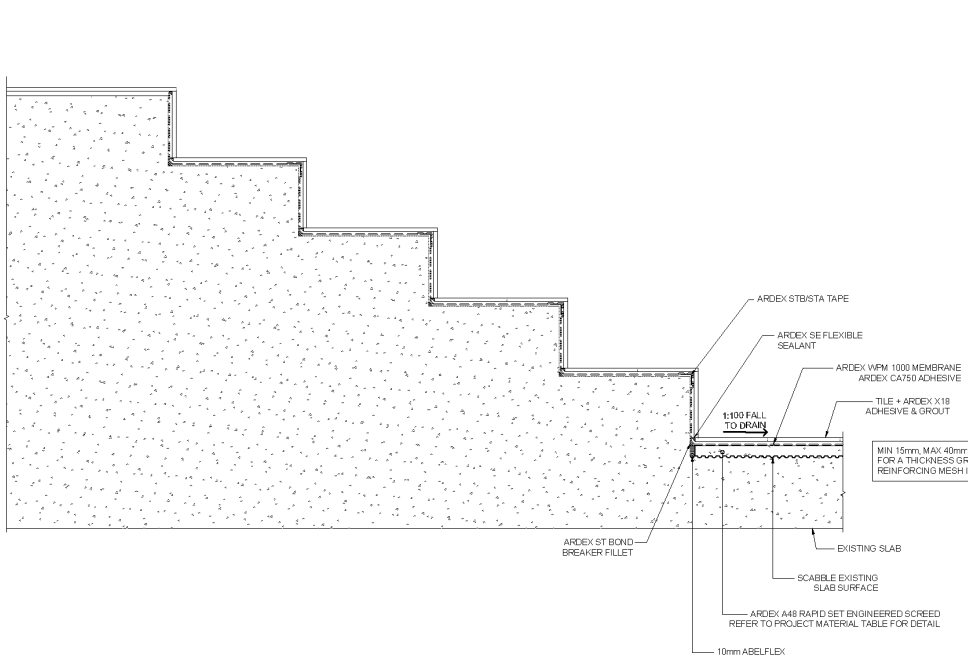
ADDRESS:
2-4 Porter Street, Ryde

M/ 0404 719 932
E/ info@structaconsulting.com
A/ PO Box 920, Concord 2137

DRAWN: PB | DESIGNED: PB

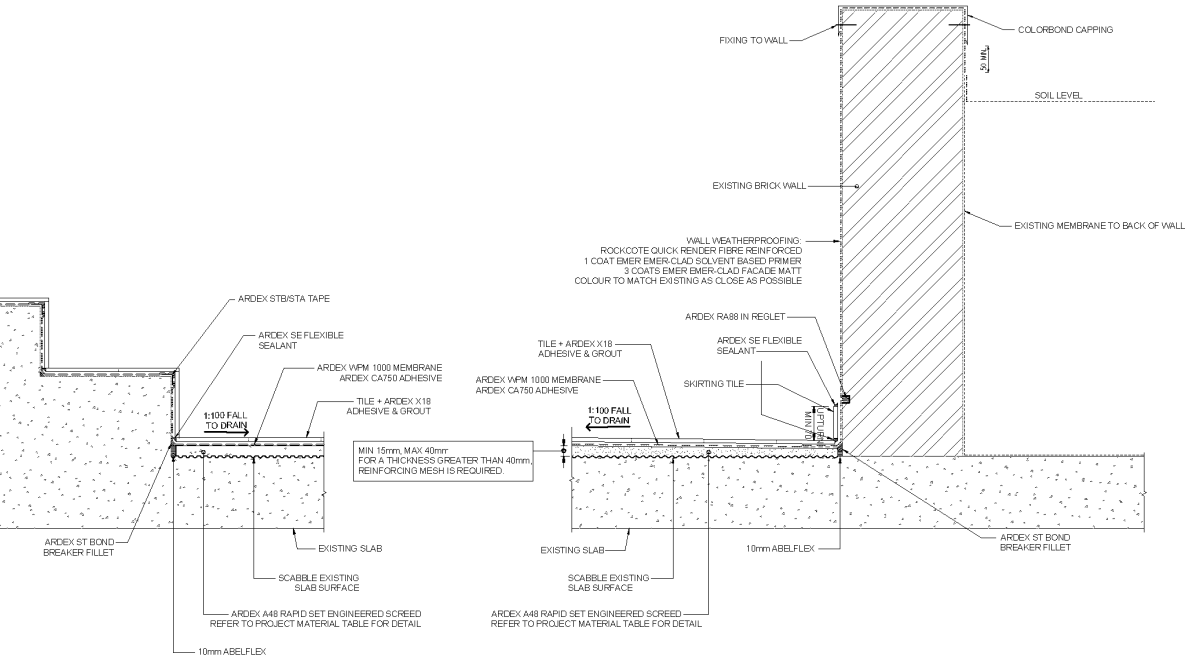
structa Consulting Engineers

SCALE AT A3: 1:100
JOB REF NO. C08287
DRAWING NO. S01



WATERPROOFING AT STAIRS

SCALE 1:5



WATERPROOFING AT PLANTER

SCALE 1:5

NO.	AMENDMENTS	DATE
1	ISSUED FOR CONSTRUCTION	14/02/25

DRAWING TITLE:
WATERPROOFING DETAILS SHEET 1

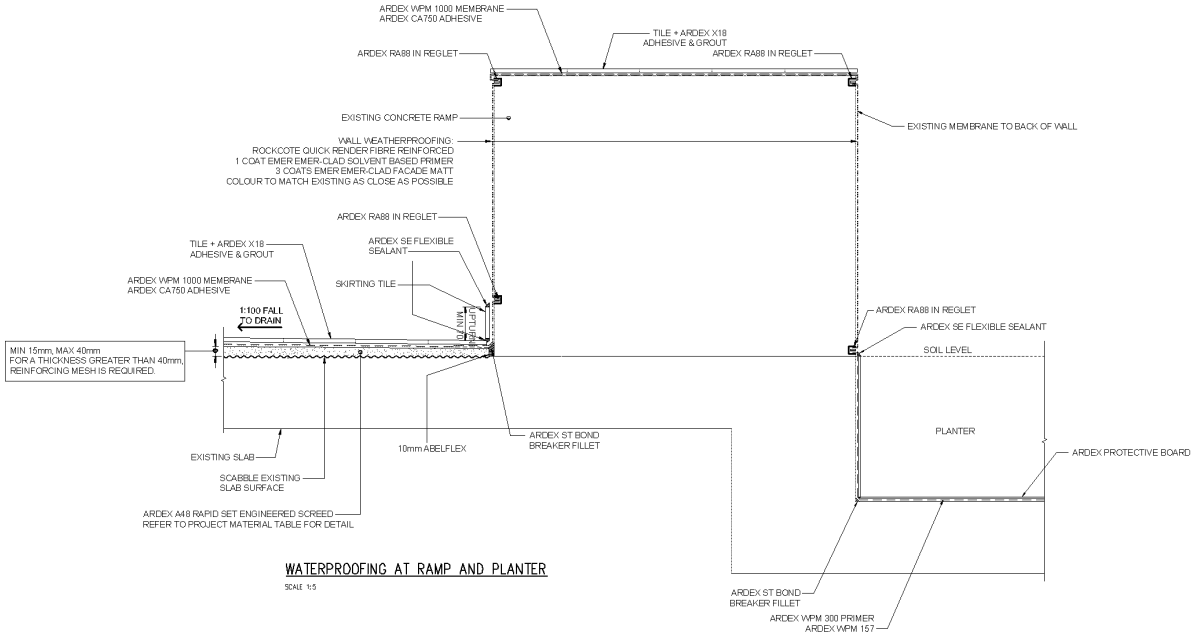
ADDRESS:
2-4 Porter Street, Ryde

M/ 0404 719 932
E/ info@structaconsulting.com
A/ PO Box 920, Concord 2137

DRAWN: PB | DESIGNED: PB

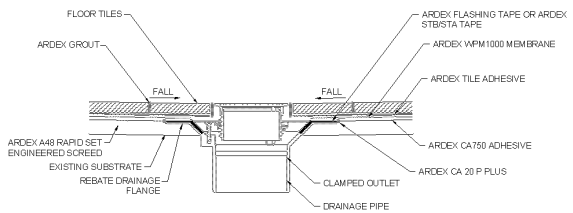
structa Consulting Engineers

SCALE AT A3: 1:100
JOB REF NO. C08287
DRAWING NO. S02



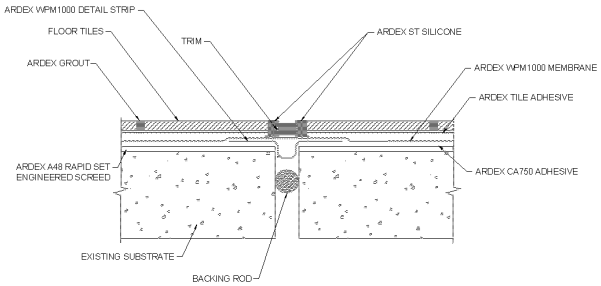
WATERPROOFING AT RAMP AND PLANTER

SCALE 1:5



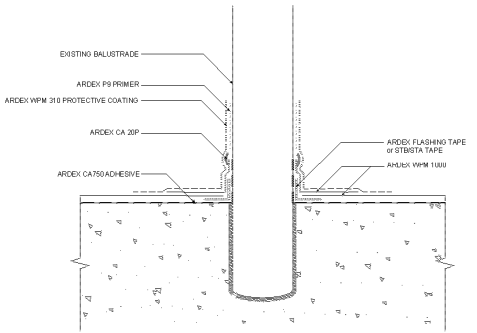
DRAINAGE FLANGE DETAIL TO EXISTING FLOOR WASTE

SCALE 1:10



EXPANSION JOINT DETAIL

SCALE 1:10



BALUSTRADE DETAIL

SCALE 1:10

NO.	AMENDMENTS	DATE
1	ISSUED FOR CONSTRUCTION	14/02/25

DRAWING TITLE:
WATERPROOFING DETAILS SHEET 2

ADDRESS:
2-4 Porter Street, Ryde

M/ 0404 719 932
E/ info@structaconsulting.com
A/ PO Box 920, Concord 2137

DRAWN: PB | DESIGNED: PB

structa Consulting Engineers

SCALE AT A3: 1:100
JOB REF NO. C08287
DRAWING NO. S03

Monday, 20 February 2023

PARTRIDGE

The Owners' Corporation - Strata Plan 86799
Strata One Pty Ltd
Suite 8, 12 Rickard Road
NARRABEEN NSW 2101

Attention: Mr Dean Richardson

Dear Owners,

RE: REMEDIAL ENGINEERING REPORT AT
2-4 PORTER STREET
RYDE NSW 2112
STRATA PLAN 86799
[WORK ORDER NO. 016920]

1.0 INTRODUCTION

Further to the request of Mr Dean Richardson Pty Ltd, Strata Managers on behalf of the Owners' Corporation of Strata Plan 86799, Mr Nalin Nissanka, and Mr William Yip, Remedial Engineers of Partridge Remedial Pty Ltd, consulting structural and forensic engineers, carried out an inspection on 5th,6th,7th October, and 30th November 2022 of the Units 34, 35, 36, 41, 42 and 69 at the above property.

Access was provided internally to units 34, 35, 36, 41, 42 and 69.

The purpose of the inspection and this report was limited to investigate and advise on the following items addressing the Owners concerns:

i) Water ingress to Unit 34.

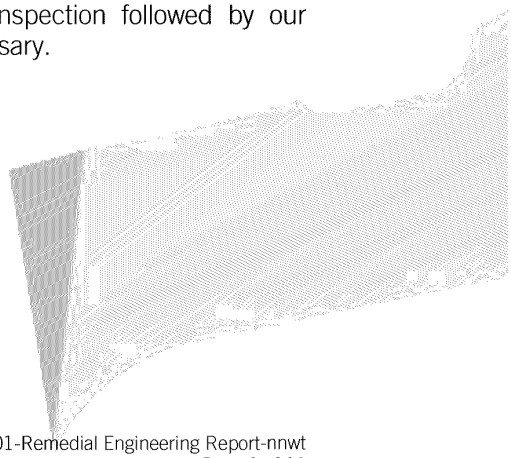
ii) Water ingress to Unit 35.

iii) Water ingress to Unit 36.

iv) Waterproofing membrane issues to Unit 41 balcony.

v) Water ingress to Unit 69.

This report lists our observations made during the inspection followed by our recommendations for the remedial works deemed necessary.



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t 613 7020 5300 | Melbourne Level 6, 40 City Road, Southbank VIC 3006 Australia
e partridge@partridge.com.au | www.partridge.com.au
Partridge Structural Pty Ltd – 73 002 451 925
Partridge Event Pty Ltd – 50 139 601 433
Partridge Remedial Pty Ltd – 89 145 990 521
Partridge Hydraulic Services Pty Ltd – 11 608 027 578

2.0 DESCRIPTION

The property is situated on the western side of Porter Street, approximately 200 metres south from the Junction Street intersection.

For the purposes of this report the front of the building facing Porter Street is deemed to be facing East.

The building comprises of six (6) levels of residential units sectioned into 2 buildings. Typically, the building is constructed with reinforced concrete floor slabs, concrete columns, and load bearing masonry cavity walls. The strata plan had been registered in January 2015.

Units 34, 35, and 36 are located on the 4th floor level and Unit 41 is located on the fifth-floor level, above Unit 34 in the eastern building of the property. Unit 69 is located on the fifth floor of western building of the property.



3.0 INSPECTION AND DISCUSSION

3.1 Unit 34

3.1.1 Observations

- Occupant reported water dripping from the plumbing penetration on the balcony ceiling (Photo 1).
- Evidence of water tracking observed on drainpipe in balcony ceiling (Photo 1).
- Moisture staining observed on the ceiling of living room. The living room is located below Unit 41 balcony. (Photo 2).
- Efflorescence was observed on the floor tiles on the balcony above Unit 34 (Photo 3).
- Weepholes at the base of the balcony wall were located below the skirting tiles and cavity over flashing was not visible (Photo 4).
- High moisture readings were observed on timber smooth edge under carpet in living room and bedroom (Photo 5 & 6).

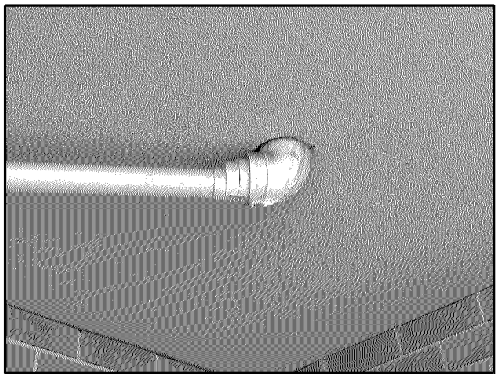


Photo 1 Evidence of water tracking observed on drainpipe to balcony above.

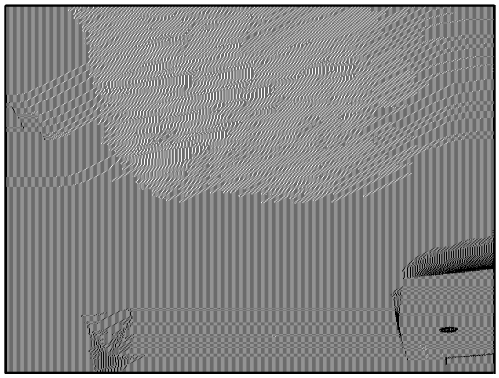


Photo 2 Water stains on the ceiling of living room.



Photo 3 Efflorescence on the tiles on the balcony above Unit 34.



Photo 4 Cavity over flashings were not visible and skirting tile is obstructing the flashing and weepholes.

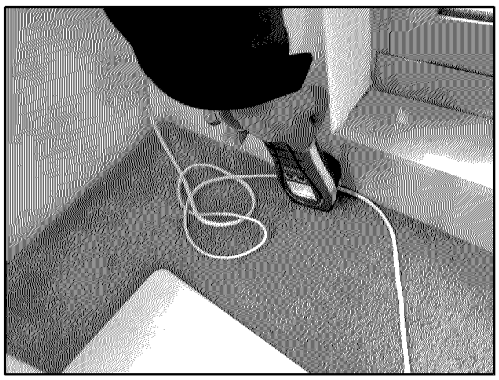


Photo 5 High moisture reading observed on timber smooth edge under carpet in living room

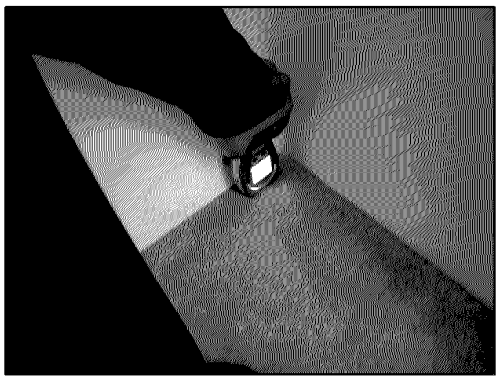


Photo 6 High moisture reading observed on timber smooth edge under carpet in bedroom

3.1.2 Recommendations

Observed moisture conditions within Unit 34 can be attributed to failed waterproofing membranes on Unit 34 balcony and Unit 41 balcony as well as incorrect installation of cavity flashings to Unit 34 external walls.

Moisture stains on the living room ceiling, bedroom ceiling and the plumbing penetration are indications of waterproofing membrane failure and/or inadequate waterproofing membrane termination detailing at drainage outlets on the level 5 eastern balconies which are located above Unit 34. (Unit 41 and 42). Efflorescence on the Unit 41 balcony floor is another indication that the existing membrane on Unit 41 has failed or does not comply with current building standards and codes.

High moisture content at the base of the walls and carpet smooth edge can be attributed to the inadequate waterproofing and cavity flashing installation to the base of the external walls. We observed, weep holes have been created on the skirting tiles, which indicates, that existing (if any) cavity flashings are installed below the top of the skirting tiles, therefore, the flashing protrusions are obstructed by the skirting tile. Therefore, any water captured by the cavity flashings is not able to drain efficiently and/or penetrates behind the waterproofing membrane layer and wets the adjoining internal surfaces. It also possible that, if there is flashing installed, the flashing is likely in poor condition and allows water to track internally or may not be installed properly.

In order to rectify the water ingress issues experienced in Unit 34, we recommend replacement of the waterproofing membrane on Units 41 and 42 balconies.We also recommend replacement of cavity flashings at the base of balcony walls in Unit 34. Waterproofing membrane terminations at the base of the walls must be assessed waterproofing membrane on the Unit 34 balcony may require replacement following the assessment.

We note that, the recommended remedial building works must be carried out in accordance with relevant Australian Standards, as well as the Design and Building Practitioners Act 2020.

3.2 Unit 35

3.2.1 Observations

- Mould was observed on the living room ceiling generally. (Photo 7 & 8)
- High range moisture content readings were observed above the window in living room. (Photo 9 & 10)
- Drain pipe from the balcony above is showing water leak stains on the drainage pipe on the balcony ceiling soffit. (Photo 11)
- Rusted plaster trim angles were observed around the window in living room. (Photo 12 & 13)
- Stains on the top of the eastern façade indicates water penetration into the balcony slab above and egressing through the masonry wall – concrete slab joint. (Photo 14)
- Mould was observed on the sliding door jambs internally in the living room and bedroom. (Photo 15 & 16)
- The sliding door frames have not been sealed to brickwork adequately and no stile flashings were installed to the door jambs. (Photo 17 & 18)

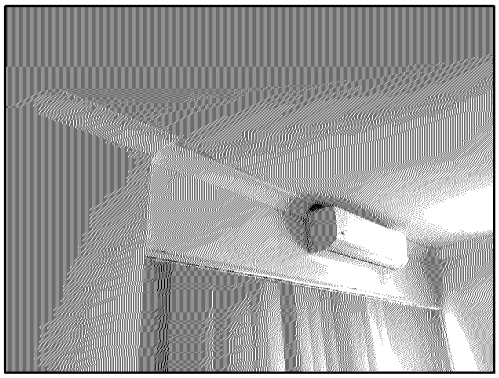


Photo 7 Mould on the living room ceiling.

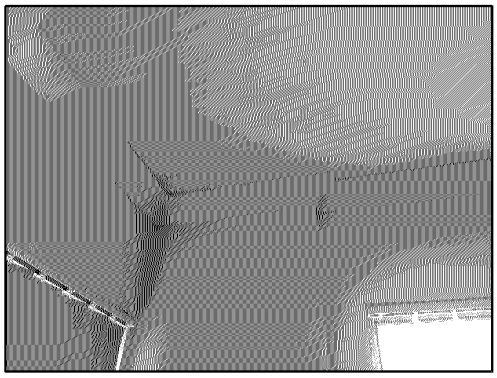


Photo 8 Mould on the living room ceiling.

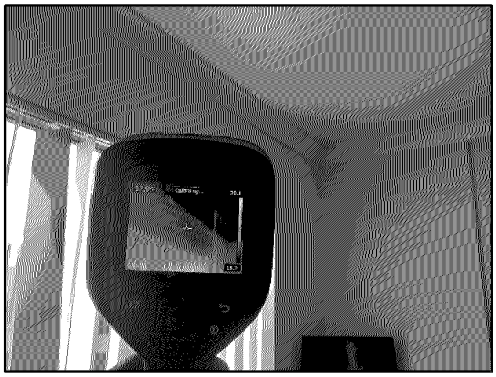


Photo 9 Moisture affected section indicated in light blue patch in thermal imaging camera image.

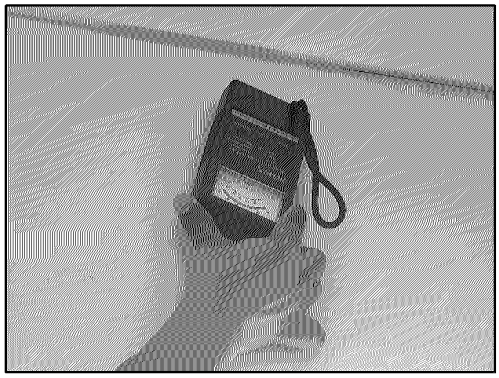


Photo 10 High range moisture reading above window observed on living room wall.

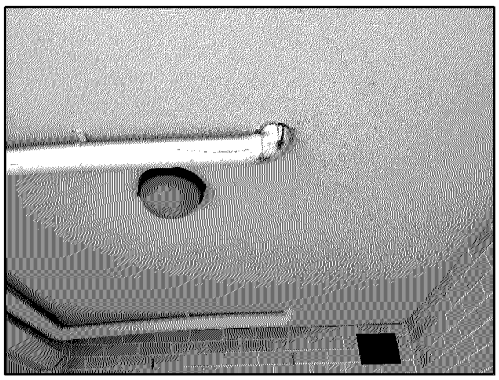


Photo 11 Water leak stains on the drain pipe from balcony above.

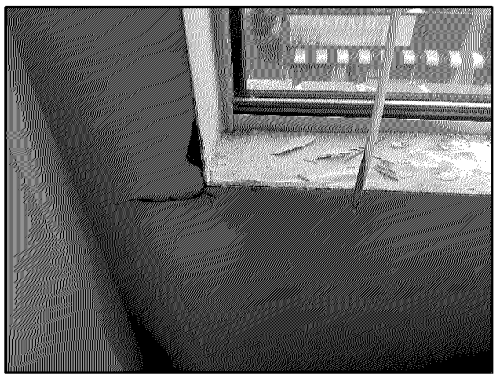


Photo 12 Rusted plaster trims around the window.

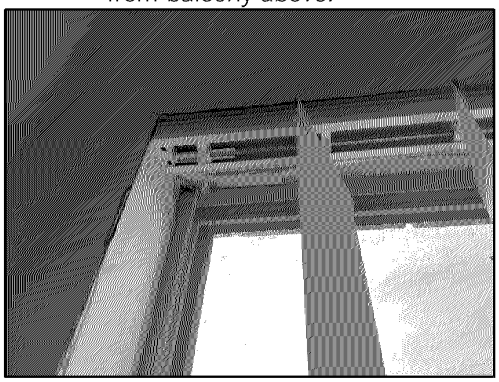


Photo 13 Rusted plaster trims around the window.



Photo 14 Moisture stains at the top of the eastern façade.



Photo 15 Moisture stains and mould to the living room sliding door internal jamb.

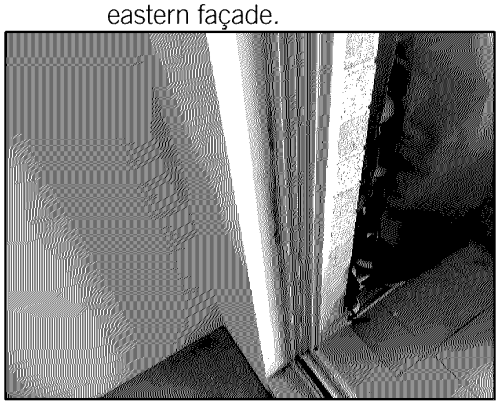


Photo 16 The sliding door jambs to bedroom have not been sealed to brickwork adequately

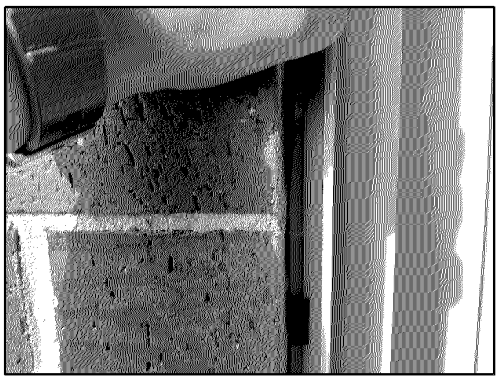


Photo 17 The sliding door jambs to living room have not been sealed to brickwork adequately, and no stile flashing is visible.

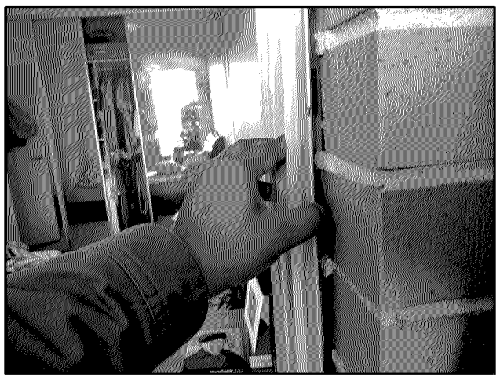


Photo 18 The sliding door jambs to bedroom have not been sealed to brickwork adequately, and no stile flashing is visible.

3.1.3 Recommendations

The mould conditions observed on the ceiling and high range moisture content at the top of the living room wall can be attributed to failed or inadequate waterproofing membrane to the balcony above Unit 35 (Unit 42).
Water is penetrating in to the floor slab of balcony above Unit 35 and leaks on to the ceiling lining and eastern wall to living room, increasing the moisture content in the ceiling lining and the top of the wall. Long term high moisture content has caused mould to grow on the ceiling and the top of the wall.
The rusted plaster trims around the window can be attributed to the moisture penetration due to inadequate flashings around the window. When window flashings have not been installed properly, the water entering into the cavity through the window opening can bridge the cavity at the window frame. The sliding windows of the living room and the bedroom experience similar issues due to the lack of flashings to the sliding door jambs. This was visible without any intrusive investigations, as the sliding door frames were not sealed to the wall opening, and also the gap between the frame and the wall was visible from both the internal and external side. Due to lack of flashings, the sliding door frame provides a cavity bridge path to water and allows water to wet the internal door jamb. Long term high moisture content at these locations cause mould growth and rusting of any corrosive metal elements, such as plaster trims embedded in the wall.

In order to rectify the moisture related issues in Unit 35, we recommend following remedial building works to be carried out.

- Replacement of waterproofing membrane to balcony above Unit 35 (Unit 42) in accordance with relevant Australian Standards and Design and Building Practitioners Act 2020.
- Installation/replacement of all flashings around the living room window (Head Flashing, Stile Flashing, Sill Flashing)
- Installation of Stile Flashings to the living room and bedroom sliding doors.

3.3 Unit 36

3.3.1 Observations

- Moisture damage was observed on the base of the plaster board wall between laundry and bathroom. (Photo 19)
- Blistered paintwork was observed on the base of the wall between kitchen and bathroom. (Photo 20)
- A plumbing stack is located inside the wall between laundry and bathroom and moisture was observed on the plumbing surfaces. (Photo 21)
- High range moisture content was detected on the wall at the base and approximately up to 500mm above the floor level, between bathroom and study room. (Photo 22)
- Thermal imaging camera indicated a local temperature difference on the wall between bathroom and study room where the moisture metre detected high moisture. (Photo 23)
- An inspection hole had been cut out on the bottom north corner of west plasterboard wall to study room previously by a third party (wall between study room and bathroom), and moisture damage was observed on the wall framing. (Photo 24)

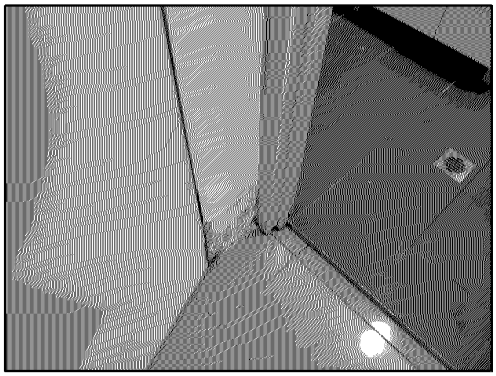


Photo 19 Moisture damage on the plaster board wall to laundry.

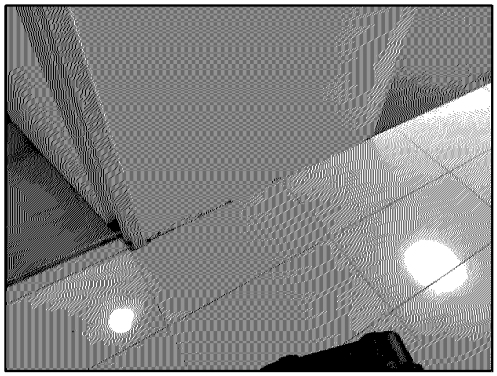


Photo 20 Moisture damage to the base of the wall between bathroom and kitchen.



Photo 21 Visible moisture on the plumbing in the services riser indie the laundry room.



Photo 22 High range moisture reading on the wall between bathroom and study room.



Photo 23 Moisture in the wall is captured by the thermal imaging camera.



Photo 24 Existing inspection hole cut in the study room wall.

3.3.2 Recommendations

The moisture damage around the laundry room area is most likely caused by leaking plumbing within the plumbing stack inside the laundry wall. The moisture on the plumbing pipes indicates a leak in the pipework.

We recommend conducting a pressure test or a CCTV inspection carried out in the pipework and relining the pipework if cracks or holes are identified in the plumbing.

We also note that, above the affected study room in Unit 36, is a bathroom in Unit 42. We carried out an visual inspection of the Unit 42 bathroom and no obvious leaks were found in the bathroom.

We recommend carrying out a flood test to the Unit 42 bathroom and testing bathroom plumbing to investigate any defects relating to bathroom waterproofing and plumbing.

Following these further investigations, a clear scope of works can be prepared to rectify the issues.

3.4 Unit 69

3.4.1 Observations

- Moisture damage and staining were observed on the living room carpets, adjacent to the north corner of balcony sliding door. (Photo 25)
- Moisture damage/blistered paint was observed at the base of the west wall in the living room adjacent to the base of the sliding door corner. (Photo 26)
- Previous repair attempts by applying flexible sealant to skirting tile joints were observed on the external wall directly opposite the internal areas shown in Photos 25 and 26. Weepholes were sealed with flexible material as part of the repair attempts (Photo 27)
- Weepholes were observed at the base of the skirting tiles. However, cavity flashing was not observed during the visual inspections of the brick cavity walls. (Photo 28)

- A skirting tile had delaminated at the south corner of the balcony. Any waterproofing membrane upturn and/or evidence of cavity flashing were not observed during the visual inspection. (Photo 29)
- Loose storm moulds were observed to the sliding door external jambs. No jamb flashings were observed during the inspection. (Photo 30)



Photo 25 Moisture damage on the carpet adjacent to the balcony sliding door.



Photo 26 Blistered paint on the base of the wall, adjacent to the balcony sliding door.



Photo 27 Previous repair attempts.



Photo 28 Cavity flashing is not visible at the base of external walls.

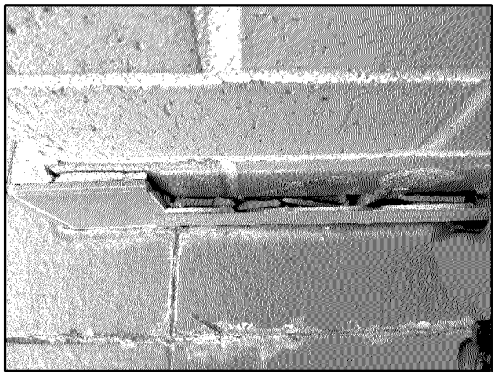


Photo 29 Waterproofing membrane and/or cavity flashing were not observed behind the skirting tiles.

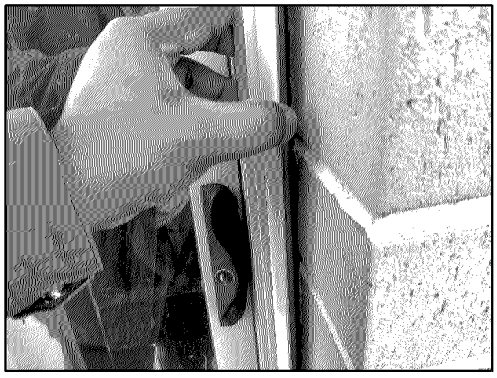


Photo 30 Unsealed sliding door jambs

3.4.2 Recommendations

Internal moisture damages on the carpets and the base of the walls can be attributed to the inadequate waterproofing and cavity flashing installation to the base of the external walls. We observed, weep holes have been created in the skirting tiles, which indicates, that existing (if any) cavity flashings are installed below the top of the skirting tiles, therefore, the flashing protrusions are obstructed by the skirting tile if there is any cavity flashing has been installed. Therefore, any water captured by the cavity flashings is not able to drain efficiently and/or penetrates behind the waterproofing membrane layer and wets the adjoining internal surfaces.

We recommend replacement of cavity flashings at the base of balcony walls in Unit 69 as well as replacement of waterproofing membrane to the balcony of Unit 69 to achieve a comprehensive waterproofing solution.

Balcony sliding doors will be required to be removed as part of the waterproofing membrane replacement works. We recommend installing flashing to the sliding door jambs (stile flashing) when the sliding door is replaced and reinstated following waterproofing membrane replacement works.

We note that, the recommended remedial building works must be carried out in accordance with relevant Australian Standards, as well as the Design and Building Practitioners Act 2020.

4.0 CONCLUSION

We have inspected the following areas at the request of Mr Dean Richardson, following concerns raised by the Owners if Units 34, 35, 36 and 69 at 2-4 Porter Street RYDE property.

i) The damp and moisture ingress conditions being experienced in Unit 34 are related to failed/inadequate waterproofing membrane on the balcony floor slab above (Unit 41). The waterproofing membrane and cavity flashing on Unit 34 balcony has also failed allowing water to penetrate the base of the eastern walls. We recommend replacement of the waterproofing membrane to the balcony floor slab above as well as the balcony of Unit 34.

ii) The damp and moisture conditions in Unit 35 are related to the failed/inadequate waterproofing membrane on the balcony floor slab above. Window and sliding door flashings are also defective and are allowing water to damage wall surfaces. We recommend replacement of the waterproofing membrane to the balcony floor above Unit 35. We also recommend installing/replacing all flashings to the windows and sliding doors in Unit 35.

iii) We recommend further investigations are carried out to the plumbing stack inside Unit 36 laundry and also flood testing the bathroom in the unit above (Unit 42) to identify the location of the water leak prior to determining rectification Scope.

iv) The moisture damage in Unit 69 is related to a failed waterproofing membrane and/or inadequate cavity flashing installation to the balcony walls.
We recommend replacement of the waterproofing membrane and installation of new cavity flashings to the Unit 69 balcony. Sliding door jamb flashing (stile flashings) should also be installed as part of the works.

We note that all waterproofing works must be carried out in accordance with *AS4654.2 – 2012 design and installation of waterproofing membraned for external above-ground use in buildings, Design and Building Practitioners Act 2020,* and all the relevant Australian standards and building codes.

Our report is limited to these areas. This report is not considered a Specification and therefore cannot be used to tender out to a building contractor. Partridge can provide a Scope of Works or Specification for the recommended remedial works.

Should you or the Owners' Corporation have any further queries please do not hesitate to contact the undersigned.

Yours faithfully,
Partridge Remedial Pty Ltd

Prepared by:



Nalin Nissanka
BEng (Civil/Struct) GradIEAust
Remedial Engineer

Reviewed by:



Wytse Teerling
B.B.E. (Bachelor of Built Environment)
Associate

DINCEL&ASSOCIATES
Consulting Engineers

10th June 2021

Job No: 21065

Mr George Semaan
2-4 Porter St
RYDE NSW 2112

mjabuilders@hotmail.com

Dear Sir

RE: STRUCTURAL INSPECTION OF THE LEVEL 1 CONSTRUCTION JOINT
AT: 2-4 PORTER ST, RYDE

As per your instruction, we carried out an inspection of the Level 1 construction joint (Photos 1 to 4) only and no inspection was done to other parts of the building. The inspection we carried out was only visual of the areas mentioned above that are accessible and visible at the time of inspection.

Level 1 Construction Joint Inspection and Recommendation

We noted the following at the inspection of the Level 1 construction joint.

1. There are signs of moisture entering between the construction joint. Refer to Photos 3 and 4.
2. There is minor spalling of the concrete and/or paint surface at the construction joint. Refer to Photos 1 to 4.
3. There are signs of previous repair of the corbel section of the joint. Refer to Photo 1.
4. There are **no** major defects such as excessive deflections and extensive cracking of concrete surfaces noted at the time of inspection.

Items 1 to 2 above can be considered minor in nature. We suspect that the waterproofing to the joint have now failed and will need to be replaced to seal the joint from moisture. Further inspection revealed that part of the joint is located under a planter box at Level 1. This exposes the joint to both the moisture form the planter box and rain water.

If the construction joint is left in its present condition the moisture may cause the joints to further deteriorate and cause structural damage that may be costly to repair in the future.

Repair will involve the removal of the existing waterproofing at the joint. Any spalled paint and concrete surfaces shall also be removed to expose a clean concrete surface. The waterproofing sealant shall be placed on the clean surface and cured to the manufacturer's specification. We suggest to seek advice from a reputable waterproofing company to ensure the correct product is used and it is installed correctly.

Any spalled concrete shall be scabbled to reveal clean and good concrete surface before a repair grout is used to build up the surface to its original level and painted over once the repair grout has cured. Any cementitious repair grout available in the market may be used for this. Refer to the manufacturer for guidance in preparation and installation.

Conclusion

We did not find any visible major defects at the time of inspection of the construction joint and OSD base slab. Only defects noted were minor in nature and are expected not to affect the overall structural integrity of the building structure in its present form. However, we advise that the remedial works are carried out as soon as possible to ensure that the defects do not progress further.

Directors: **Burak Dincel** BE MEngSc MIEAust CPEng RPEQ RBPEng NER APEC Engineer IntPE(Aus)
Ramon Gonzales BE Struc (Hons) MIEAust CPEng NER RPEng RPEQ
CHARTERED MEMBER
101 Quarry Road, Erskine Park NSW 2759 Telephone: (612) 9670 1633 Fax: (612) 9670 3528
All correspondence must be sent to: PO Box 104, St Clair, NSW 2759
Dincel & Associates Pty Ltd – ABN 37 093 423 280 Email: contact@dincelandassociates.com
Website: www.dincelandassociates.com

DINCEL&ASSOCIATES
Consulting Engineers

The remedial works recommended are as follows.

Level 1 Construction Joint

- Removal of existing waterproofing sealant and/or membrane at the joint.
- Removal of spalled paint and concrete surface at the joint.
- Using repair grout that is readily available in the market to build up spalled section of the joint.
- Installation of waterproofing sealant and/or membrane at the joint.
- Painting to match the adjacent area of the joint.

If you require further clarification of any of the above, please do not hesitate to contact the undersign.

Yours faithfully
DINCEL & ASSOCIATES

Ramon Gonzales BEStruc (Hon) MIEAust CPEng NER RPEng RPEQ

Attachment(s): As stated.

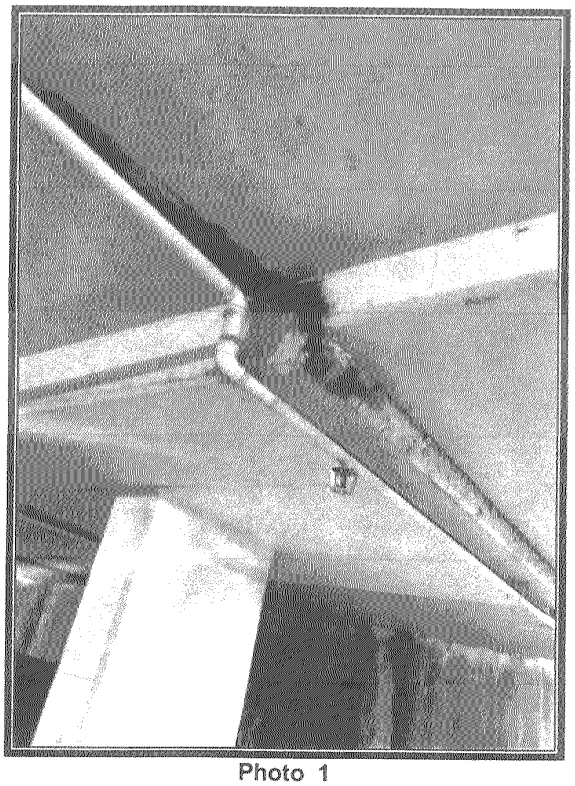


Photo 1

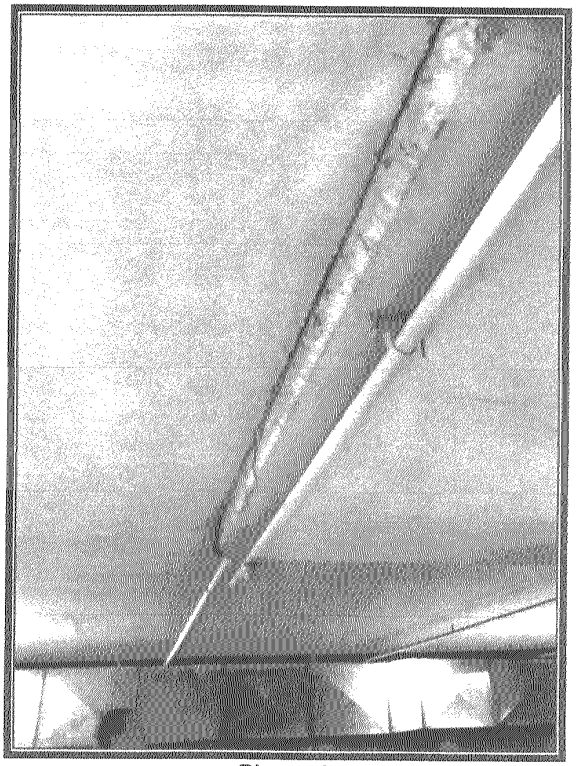


Photo 2



Photo 3

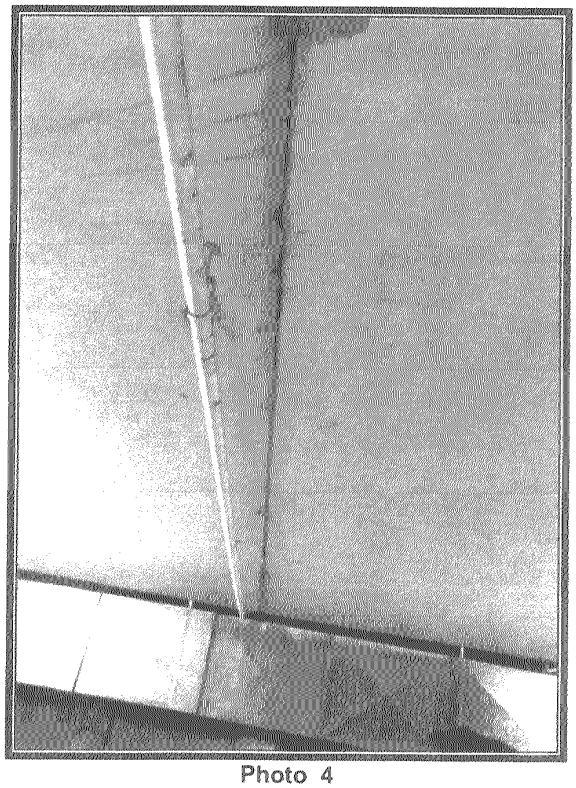


Photo 4

BUILDING CONSULTANCY Group



DEFECT INSPECTION REPORT

BUILDING CONSULTANCY GROUP
Cutting Edge Building Consultancy Experts

1.0 JOB DETAILS

Client:	Owners Corporation
Strata Plan:	SP86799
Inspection carried out by:	Ben Wilke
Inspection address:	2-4 Porter St, Ryde
Inspection date & time:	Date: 04/11/2021 Arrival time: 1:30 AM
Weather conditions at the time of this inspection:	Fine



Picture of the Inspected Building

Please take the time to completely read this Inspection Report.

BUILDING CONSULTANCY GROUP
Cutting Edge Building Consultancy Experts

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5.0 Summary of reinspection undertaken on 4/11/2021

BCG was engaged by Strata one to undertake a review of documents sent by the builder and undertake a site visit to evaluate if the unresolved items from the deed of agreement had been rectified satisfactorily and that the correct documents had been received.

The reinspection undertaken on 4/11/2021 can be identified in the body of the report as "#2 Reinspection comment".

Summary of unresolved Items:	
Site Item 1- Item unresolved.	Basement Item 1- Item unresolved.
Basement Item 4- Due to a lack of evidence/documentation, BCG cannot confirm if this defect has been rectified to prevent a major defect.	Basement 2 Item 11- Due to a lack of evidence/documentation, BCG cannot confirm if this defect has been rectified to prevent a major defect.
Level 3 Item 1- Item unresolved	Additional item noted_ item 2- Item unresolved
ItemC1. 3- Item unresolved	ItemC2. 3- Item unresolved
ItemC2. 4- Item unresolved	Additional items- Item 7- Item unresolved

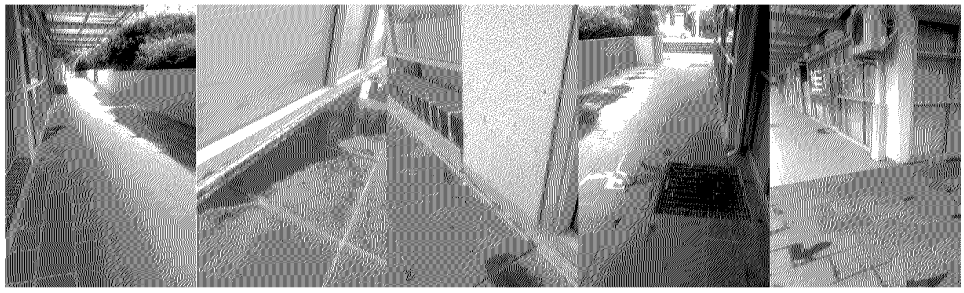
6.0 Body of the report

6.1 Site

Site Item 1
#2 Reinspection comment: No rectification works were undertaken in this area. BCG has not received any documentation from a hydraulic engineer. **Conclusion:** Item unresolved.
Reinspection comment: This has not been repaired in accordance with the scope below. The builder has installed tiles at an angle and sealed them with silicon. It is recommended that a qualified Hydraulic Engineer be engaged to determine the drainage requirements for this area.
Location The pathway between Belmont and Porter Street and the east pathway on Porter Street.
Description Inadequate provisions have been installed to direct water away from the building during a 1-100 year storm event with water ponding and allegedly ingressing into unit 4. It should also be noted that the internal and external floor levels are on the same plane or lower with an inappropriate design to stop water ingress at the Windows bottom sill. It is recommended that the design and details for this area be sought and or further investigated in conjunction with a hydraulic engineer.
Defect Classification Major Defect, Further Investigation
Recommended Scope of Works/Method of Repair 1. Engage a qualified Hydraulic Engineer to determine the drainage requirements for this balcony (pipe size, location and quantity).

1. Set up a safe working area in accordance with SWMS and ensure that all areas, surfaces and other elements adjacent to the work area are adequately protected.
2. Remove the window and door frames following the edge of the building. Set aside for later use.
3. Remove the floor tiles following the edge of the building. Set aside for later use.
4. Core through the floor at the locations indicated by the Hydraulic Engineer.
    a. Size and quantity to be confirmed by design.
5. Install new stormwater system in accordance with Hydraulic Engineer recommendation and AS 3500.3. Connect the new stormwater system to the existing system.
6. Install new water stop angle on the internal side of the window and door frames in accordance with AS 4654.2.
7. Prepare the existing waterproofing membrane to receive new, compatible waterproofing membrane.
8. Install new waterproofing membrane in accordance with AS 4654.2 and the manufacturer's specification.
    a. Ensure that the new waterproofing membrane overlaps the existing membrane by not less than 100 mm.
    b. Ensure that the waterproofing membrane is adequately turned down into the stormwater outlet.
    c. Ensure that the waterproofing membrane has been adequately turned up onto the waterstop angle and perimeter walls.
9. Install stormwater grates in accordance with manufacturers specifications.
10. Reinstall the window and door frames in accordance with AS 2047.
11. Reinstall the floor and tiles in accordance with AS 3958.1. Grout finish, colour and texture to match existing.
12. Clean and make good work area and surrounds.

Photographs



Appendix 1 Appendix 2 Appendix 3 Appendix 4 Appendix 5

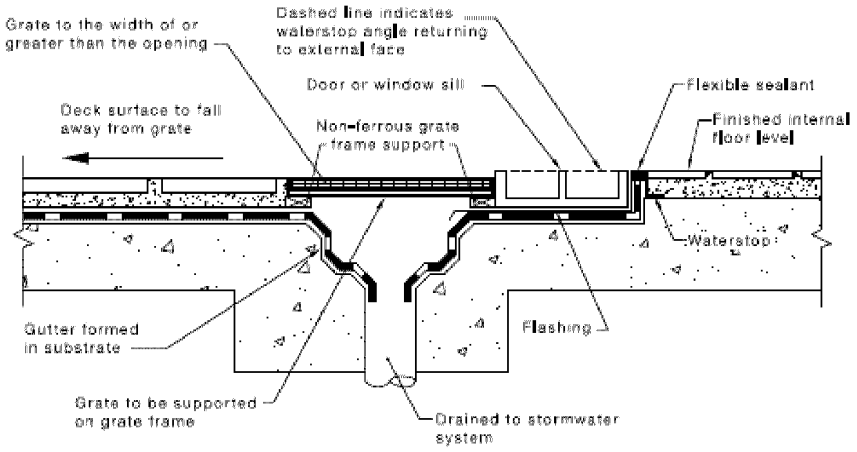
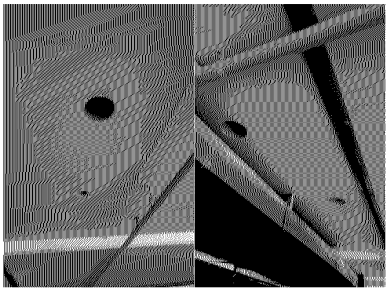


FIGURE 2.9 TYPICAL DETAILS OF MEMBRANE TERMINATION AT WALL OPENINGS WHERE THE INTERNAL AND EXTERNAL FINISHED FLOOR LEVELS DO NOT ALLOW FOR AN UPTURN

6.3 East Façade

East Facade Item 1
Reinspection comment: Closed, this has been repaired.

6.6 Basement

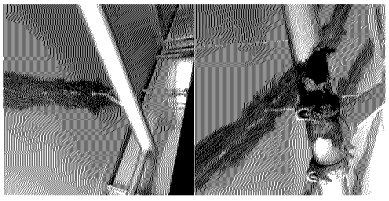
Basement Item 1
#2 Reinspection comment: No document has been supplied to BCG that a fire engineer has certified the installation and product over the 4x core holes. **Conclusion:** Item unresolved.
Reinspection comment: Patched with what appears to be fire rated panels. Certificate of compliance to be obtained.
Location In front of car spot 48
Description 4 core holes located to the roof have no fire collars. These missing collars appear to be under 45 or 71.
Defect Classification Further Investigation, Fire Hazard
Recommended Scope of Works/Method of Repair 1. Set up a safe working area in accordance with SWMS and ensure that all areas, surfaces and other elements adjacent to the work area are adequately protected. 2. Engage a Passive Fire Specialist to quote on the installation of an appropriate fire batt system. 3. Gain access to the affected areas. 4. Install and appropriate fire batt system into, or below, the slab penetration. 5. Clean and make good work area and surrounds.
Photographs
 Appendix 18 Appendix 19

Basement Item 2
Reinspection comment: Close. This item has been repaired.
Basement Item 3
Reinspection comment: Close. This item has been repaired.

Basement Item 4
#2 Reinspection comment: BCG received a letter labelled "Structure inspection of the underside of the OSD tank base" a Ramon Gonzales produced this document from "Dincel & Associations consulting engineers". In this document it states the following: a) The presence of effloresces at the underside of the of the tank base is an indication that excessive moisture is present in the concrete. Excessive moisture in concrete can cause concrete cancer and rusting of the embedded reinforcement. b) A shade of brown on the efflorescences is the early sign of rusting of the reinforcement embedded in the concrete". c) If the tank is designed to hold water for an extended period of time, efflorescence is an indication that the waterproofing membrane inside the tank have been compromised and will need to be repaired. Another document received labelled "construction products for coating the tank" did not have any details to its application? **Conclusion:** Due to a lack of evidence/documentation, BCG cannot confirm if this defect has been rectified to prevent a major defect.
Reinspection comment: Not repaired. The builder did a skim coat to the underside to try and stop the water ingressing. This is still leaking from the tank above and it is required for the tank to be emptied and re-waterproofed and a certificate of compliance be obtained once completed.
Location The storage area near car spot 20
Description Water ingress from the ceiling is causing the sprinkler pipes to rust.
Defect Classification Major Defect
Recommended Scope of Works/Method of Repair 1. Set up a safe working area in accordance with SWMS and ensure that all areas, surfaces and other elements adjacent to the work area are adequately protected. 2. Investigate the area above the crack to determine the appropriate repair methodology required. a. Where the area is waterproofed, engage a qualified waterproofing contractor to undertake all necessary remediation works (installation of new waterproofing membrane). b. Note: The area can be repaired from the bottom, but is not likely to be a long term solution. Therefore, it is recommended that the area above this crack is repaired. c. Alternatively, suitably sized drip trays can be installed along the length of the crack (flush against the ceiling) to collect and dispose of any water egressing from the crack. Water to be discharged at a suitable location (wet wall drainage or stormwater pipe). 3. Clean concrete slab around the crack and remove all stalactites and ensure that the areas are dry and free from dust, dirt, oil, grease or any other contaminates. 4. Clean and remove all rust, dirt, grime or any other contaminates from the sprinkler pipe in all affected areas. a. Ensure that the substrate is exposed.

5. Prepare the sprinkler pipe to receive new paint application in accordance with the manufacturer's specification.
6. Where applicable paint the ceiling, to the nearest breakpoints, with an appropriate multi-coat paint system in accordance with the manufacturer's specification. Colour to match existing.
7. Paint the sprinkler pipe, to the nearest breakpoints, with an appropriate multi-coat metal paint system in accordance with the manufacturer's specification. Colour to match existing.
8. Clean and make good work area and surrounds.

Photographs



Appendix 24 Appendix 25

Basement Item 5
Reinspection comment: Close. This item has been repaired.
Basement Item 6
Reinspection comment: Close. This item has been repaired.
Basement Item 7
Reinspection comment: Close. This item has been repaired.
Basement 2 Item 8
Reinspection comment: Close. This item has been repaired.
Basement 2 Item 9
Reinspection comment: Close. This item has been repaired.
Basement 2 Item 10
Reinspection comment: Close. This item has been repaired.

Basement 2 Item 11

#2 Reinspection comment:

BCG received a document labelled "Structure inspection of the B1 construction joint" a Ramon Gonzales produced this document from "Dincel & Associations consulting engineers". In this document it states the following:

a) We suspect that the waterproofing to the joint have now failed and will need to be replaced to seal the joint from moisture. Further inspection revealed that past of the joint is located under a planter box at level 1. This exposes the joint to both the moisture form the planter box and rain and water.
b) If the construction joint is left in its present condition the moisture may cause the joints to further deteriorate and cause structural damage that may be costly to repair in the future.
c) We advise that the remedial works are carried out as soon as possible to ensure that the defects do not progress further.

BCG has received photos and a video from the owner's cooperation that was not dated, indicating that the defect is still leaking?

BCG undertook a site investigation where evidence of some rectification works had been undertaken. Some of these areas appeared to have been repaired with a concrete application, some of the concrete application appeared to be delaminating from the main substrate.

Conclusion: Due to a lack of evidence/documentation, BCG cannot confirm if this defect has been rectified to prevent a major defect.

Reinspection comment: A certificate from a structural engineer is required to certify the structural integrity of this area.

Location

The ceiling in front of car spot 37

Description

Concrete is cracked and delaminating at the expansion joint. Water ingressing through the joint is also noted.

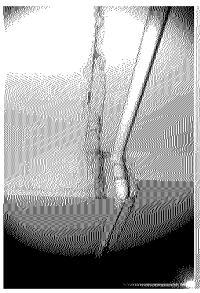
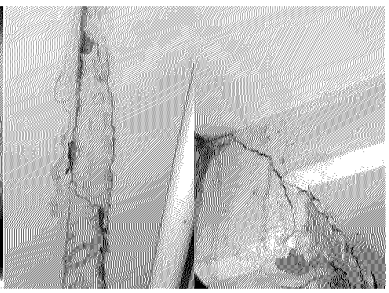
Defect Classification

Major Defect, Further Investigation

Recommended Scope of Works/Method of Repair

1. Engage a Structural Engineer to assess the structural integrity of the concrete in the affected area.
2. Investigate the source/cause of water ingress above this area to determine a suitable repair methodology. (Can be recommended by the Structural Engineer).
3. Complete the rectification in accordance with the Structural Engineer's methodology.

Photographs

Appendix 43 Appendix 44 Appendix 45

Basement 2 Item 12

Reinspection comment: Close. This item has been repaired.
Basement 2 Item 13
Reinspection comment: Close. This item has been repaired.
Basement 2 Item 14
Reinspection comment: Close. This item has been repaired.

6.9 Level 3

Level 3 Item 1

#2 Reinspection comment:

A compliance certificate for this door has not been obtained.

Conclusion: Item unresolved.

Reinspection comment: A compliance certificate to be obtained for the works undertaken.

Location

Porter Street fire escape

Description

30mm gap under front fire door.

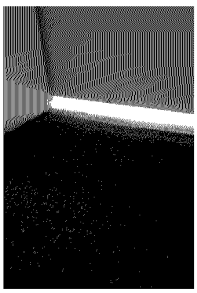
Defect Classification

Fire Hazard

Recommended Scope of Works/Method of Repair

1. Set up a safe working area in accordance with SWMS and ensure that all areas, surfaces and other elements adjacent to the work area are adequately protected.
2. Measure, manufacture and install a suitable fire rate seal which can be installed to the bottom of the door panel (installation in accordance with the manufacturer's specification).
3. Obtain certification, warranty and product documentation for the installed fire seal.
4. Clean and make good work area and surrounds.

Photographs



Appendix 54

6.10 Level 4

Level 4 Item 1

Reinspection comment: Close. This item has been repaired.

6.11 Level 5

Level 5 Item 1

#2 Reinspection comment:

Site inspection confirms that works have been undertaken. A certificate of compliance has been obtained.

Conclusion: Item Resolved.

Reinspection comment: A compliance certificate to be obtained for the works undertaken.

Location

Porter Street, unit 33

Description

33mm gap under front fire door.

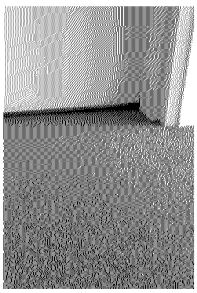
Defect Classification

Fire Hazard

Recommended Scope of Works/Method of Repair

1. Set up a safe working area in accordance with SWMS and ensure that all areas, surfaces and other elements adjacent to the work area are adequately protected.
2. Measure, manufacture and install a suitable fire rate seal which can be installed to the bottom of the door panel (installation in accordance with the manufacturer's specification).
3. Obtain certification, warranty and product documentation for the installed fire seal.
4. Clean and make good work area and surrounds.

Photographs



Appendix 57

6.14 Additional Items Noted

Item 2

#2 Reinspection comment:

BCG received a document labelled "Hydraulic Inspection Report" a Fadi Taouk produced this document from "Goldfish & Bay". This document does not comment on the overflow, and therefore is deemed not rectified.

Conclusion: Item unresolved.

Reinspection comment: Overflow has not been installed. The roof to the outer edge for the below units is higher than the balcony FFL. An overflow might fit within the roof space area but further investigations are required by a hydraulic engineer.

Location

Unit 70 balcony

Description

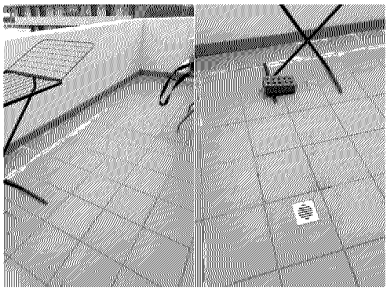
No overflow has been installed to the balcony.

Recommended Scope of Work/Method of Repair

Note: This scope of work does not make allowance for a new waterproofing guarantee to this balcony. Where this is required, the entire balcony area will need to be waterproofed.

1. Engage a qualified Hydraulic Engineer to determine the overflow requirements for this balcony (pipe size, location and quantity).
2. Set up a safe working area in accordance with SWMS and ensure that all areas, surfaces and other elements adjacent to the work area are adequately protected.
3. Remove the floor and wall tiles where the new overflow pipes will be installed. Set aside for later use.
4. Core through the external wall (number and size of cores to be determined by the hydraulic design).
5. Install suitably sized plastic pipes into the core holes and secure in position.
6. Prepare the existing waterproof membrane and internal walls of the overflow pipe to receive new, compatible waterproofing membrane.
7. Install new waterproofing membrane in accordance with AS 4654.2 and the manufacturer's specification.
    a. Ensure that the new waterproofing membrane overlaps the existing membrane by not less than 100 mm.
    b. Ensure that the waterproofing membrane is appropriately installed into the overflow pipe.
8. Reinstall the floor and wall tiles in accordance with AS 3958.1.
    a. Grout finish, colour and texture to match existing.
9. Clean and make good work area and surrounds.

Photographs



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6.15 Additional Items RHM Report

Item C1.3
#2 Reinspection comment: A compliance certificate has not been obtained. **Conclusion:** Item unresolved.
Reinspection comment: A compliance certificate to be obtained for the works undertaken.

Item C2.3
#2 Reinspection comment: BCG did not receive any Hydraulic report for works to be undertaken in this area. The onsite inspection could not effectively determine if works had been undertaken in this area? Please note that BCG did not receive any examples of a potential slotted grate from the builder. **Conclusion:** Item unresolved.
Reinspection comment: Some works have been undertaken but does not divert all water towards drains as reported by some owners. The builder is also to send examples before the installation of the product that is to be installed over the slotted slab to prevent trip hazards. It is recommended that a qualified Hydraulic Engineer be engaged to determine the drainage requirements for this area.

Item C2. 4
#2 Reinspection comment: BCG did not receive any Hydraulic report for works to be undertaken in this area. The onsite inspection could not effectively determine if works had been undertaken in this area? **Conclusion:** Item unresolved.
Reinspection comment: Some works have been undertaken but does not divert all water towards drains as reported by some owners. The builder is also to send examples before the installation of the product that is to be installed over the slotted slab to prevent trip hazards. It is recommended that a qualified Hydraulic Engineer be engaged to determine the drainage requirements for this area.

6.16 Document titled "Additional Items"

Item 1
#2 Reinspection comment: Refer to item C2. 3
Reinspection comment: Some works have been undertaken but does not divert all water towards drains as reported by some owners. The builder is also to send examples before the installation of the product that is to be installed over the slotted slab to prevent trip hazards. It is recommended that a qualified Hydraulic Engineer be engaged to determine the drainage requirements for this area.

Item 2
#2 Reinspection comment: Refer to item C2. 4
Reinspection comment: Some works have been undertaken but does not divert all water towards drains as reported by some owners. The builder is also to send examples before the installation of the product that is to be installed over the slotted slab to prevent trip hazards. It is recommended that a qualified Hydraulic Engineer be engaged to determine the drainage requirements for this area.

Item 3
#2 Reinspection comment: Close. This item has been repaired. **Conclusion:** Item Resolved.
Reinspection comment: Some works have been undertaken but does not divert all water towards drains as reported by some owners. The builder is also to send examples before the installation of the product that is to be installed over the slotted slab to prevent trip hazards. It is recommended that a qualified Hydraulic Engineer be engaged to determine the drainage requirements for this area.

Item 4
Reinspection comment: Relates to BCG report Site 6.1

Item 5
Reinspection comment: Close. This item has been repaired.

Item 6
Reinspection comment: This has been interpreted as all major defects to be repaired that were in the 2015 report?

Item 7
#2 Reinspection comment: BCG observed that some works had been undertaken to B1. BCG has not obtained any reports to determine if these works have been carried out to rectify the egress of water long term. Please note the rounded hob's appeared not to have been sealed to the slab to prevent water ingressing underneath and delaminating the hob. **Conclusion:** Item unresolved.
Reinspection comment: Some works have been undertaken but does not divert all water towards drains as reported by some owners. It is recommended that a qualified Hydraulic Engineer be engaged to determine the drainage requirements for this area.

Item 8
#2 Reinspection comment: Refer to item C2. 3 & C2. 4.
Reinspection comment: Some works have been undertaken but does not divert all water towards drains as reported by some owners. The builder is also to send examples before the installation of the product that is to be installed over the slotted slab to prevent trip hazards. It is recommended that a qualified Hydraulic Engineer be engaged to determine the drainage requirements for this area..

Item 9
Reinspection comment: Close. This item has been repaired.

7.0 REFERENCE TO "CONTACTING THE INSPECTOR"

Please contact the Inspector below who carried out this inspection.

At times it is difficult to explain situations and access difficulties to what is and isn't inspected.

For any building matters of importance that need a further understanding by the client you should contact the inspector and have any misunderstanding or other matters explained to you.

Additional fees will apply if required to provide further written information from the Inspector.

The Inspector will only answer questions relating to this inspected property report and no other questions will be entered into in relation to this dwelling's future structural ability.

This inspection and report is based on the expertise, accreditation and qualification of the Inspector written below.

BUILDING CONSULTANCY GROUP
Cutting Edge Building Consultancy Experts

Ben Wilke **Ph: 0432 366 654**

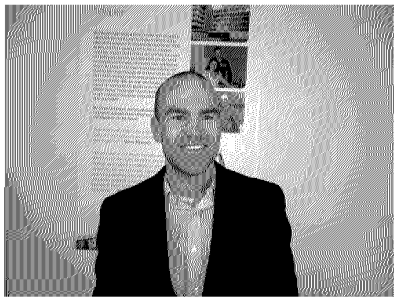
Building Consultancy Group Office **Ph: 95267518**

8.0 ACKNOWLEDGEMENT OF THIS REPORT

I confirm that I have read this Defect Inspection Report and agree to call, Text, SMS or email the Inspector if I have any further questions about this report.

The Inspector may answer any questions pertaining to the property associated to this report.

Signed for & on behalf of:



MASTER BUILDERS
BUILDING CONSULTANT

Ben Wilke of Building Consultancy Group, Builders Licence No: 63588S

I am an accredited Consultant, Inspector and Assessor.

ANNEXURES

INSURANCE DOCUMENTS

isStrata
PO BOX 56 Bowral NSW 2576
T: 02 4851 4017

Issue date: 05/05/25

Certificate of Currency

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown below and will remain in force until that date,
unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The Owners of Strata Plan 86799
POLICY NUMBER:	To Be Advised
PERIOD OF INSURANCE:	05/05/25 expiring 05/05/26 At 4pm Local Time
INTERESTED PARTY(S):	
DESCRIPTION OF INSURED BUSINESS:	Residential Strata
SITUATION OF RISK:	2 Porter Street, RYDE, NSW, 2112

SECTION 1: Building and Common Contents

Limit of Liability	$42,100,000
Total BSI	$32,875,500
IIS Share %	100.0000000%
Buildings	$32,875,500
Sub Section 5.1-5.10 Combined	$8,218,875
Lot Owners Paint & Wallpaper	Insured
Floating Floorboards	Insured
Lot Owners Fixtures & Fittings	Insured
Flood	Insured
Common Contents	$328,755
Loss of Rent	$4,931,325

SECTION 2: Public Liability

SECTION 3: Voluntary Workers Personal Accident

Death & Disablement	Insured
Weekly Benefits	Insured

SECTION 4: Fidelity Guarantee

isStrata
PO BOX 56 Bowral NSW 2576
T: 02 4851 4017

SECTION 5:	Equipment Breakdown
SECTION 6:	Office Bearers' Liability
SECTION 7:	Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses

(a) Government Audit Costs	$30,000
(b) Workplace Health and Safety Breaches	$150,000
(c) Legal Defence Expenses	$50,000

INSURER:	Certain Underwriters at Lloyd's

This certificate has been arranged by us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by INSURANCE INVESTMENT SOLUTIONS PTY LTD trading as isStrata.

The Owner's Corporation SP 86799
2-4 Porter Street RYDE NSW 2112
ABN: 98 139 815 698

SPECIAL PURPOSE FINANCIAL REPORT FOR STRATA PLAN 86799 FINANCIAL YEAR-TO-DATE 01 March 2025 to 30 June 2025

Contents
The enclosed Special Purpose Financial Report contains the following:

1. Insurance Page 1

Michael Simpson
Strata Manager
Strata Life

Prepared by:
STRATA LIFE PTY LIMITED has compiled the accompanying Special Purpose Financial Report.

Specific Purpose:
The specific purpose for which the Special Purpose Financial Report has been prepared is to provide information relating to the financial position of the entity for the above-mentioned period.

Disclaimer:
The Special Purpose Financial Report has been prepared exclusively for the above entity. STRATA LIFE PTY LIMITED and its officers do not accept responsibility to any other person for the contents of the Special Purpose Financial Report.

The Owner's Corporation SP 86799
2-4 Porter Street RYDE NSW 2112
ABN: 98 139 815 698

Insurance

Policy No: To Be Advised **isStrata** **Broker: Body Corporate Brokers Pty Ltd**

Type: Residential Strata

Premium: $103,060.70 Paid on: 05/05/2025 **Next due: 05/05/2026**

Cover	*Sum Insured*	*Excess*
Building	$32,875,500	$10,000.00
Catastrophe Cover	Not Selected	$0.00
Common Area Contents	$328,755	$0.00
Fidelity Guarantee	$250,000	$0.00
Flood	Included	$0.00
Government Audit Costs	$30,000	$0.00
Legal Defence Expenses	$50,000	$1,000.00
Loss Of Rent/temp Accom	$4,931,325	$0.00
Lot Owner Improvements	Insured	$0.00
Machinery Breakdown	$100,000	$1,000.00
Office Bearer's Legal Liabilit	$5,000,000	$0.00
Public Liability	$50,000,000	$0.00
Voluntary Workers	$200,000/$2,000	$0.00
Workers Compensation	Not Available	$0.00
Workplace Health & Safety	$150,000	$0.00

Last valuation done on: 09/08/2023

Insurance Valuation: 31,310,000.00

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W > www.solutionsinengineering.com E > enquiry@solutionsinengineering.com
ABN 77 079 173 194

INSURANCE VALUATION REPORT

The Owners Corporation of

2-4 Porter Street & 80 Belmore Street
Ryde NSW 2112

Strata Plan 86799



IMPORTANT INFORMATION			
Date of inspection:	08 June 2017	Inspector name:	Adam McMonigal
Valuation – Adoption Amount	$25,088,000	Valuation - Including 30% Catastrophe Cost	$32,614,000
Catastrophe cost	Costs that may arise due to an event or happening which is generally considered as being beyond normal control of building costs for reconstruction. An example is lightning, flood, cyclone or other natural event. On the rare occasion that these events occur, some building costs may rise due to lack of: materials, skilled tradespersons, excessive building applications lodged with Local Government, contamination of the site, access to the site, claims, processing and approval of insurance claims, time lost due to removal of debris.		
Inspection details	Onsite consultation was not requested. This assessment is based on external observations and measurements obtained from supplied drawings / plans.		

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W > www.solutionsinengineering.com E > enquiry@solutionsinengineering.com
ABN 77 079 173 194

12 June 2017

The Owners Corporation
2-4 Porter Street & 80 Belmore Street
Ryde NSW 2112

Dear Committee Members,

RE: JOB No.1870942, 2-4 Porter Street & 80 Belmore Street, Ryde NSW 2112

Thank you for providing this opportunity for our company to be of service to you, please find attached the insurance valuation report as requested.

All services provided by Solutions in Engineering are supplied on the basis of 'Supply Terms and Conditions' which are available from our office and from our website www.solutionsinengineering.com

Should you require any further information please do not hesitate to contact the undersigned on 1300 136 036.

Yours sincerely,

Inspector Name: Adam McMonigal
Solutions in Engineering

INSURANCE VALUATION SUMMARY

PROPERTY ADDRESS	2-4 Porter Street & 80 Belmore Street Ryde NSW 2112
BRIEF DESCRIPTION OF BUILDING	The subject property is developed as a unit complex that comprises a total of 71 individual self contained units with car accommodation. Externally the building is constructed of render, concrete, cavity face brick and blockwork with reinforced concrete slab floor with concrete and sheetmetal roof.
CLIENT	2-4 Porter Street & 80 Belmore Street Owners Corporation
INSTRUCTIONS FROM CLIENT	To provide an opinion of the replacement value of the buildings and other improvements contained in 2-4 Porter Street & 80 Belmore Street for insurance purposes.
CONTACT(S)	Great Strata Pty Ltd
INSPECTION DETAILS	Onsite consultation was not requested. This assessment is based on external observations and measurements obtained from supplied drawings / plans.
VALUATION	The Replacement Value for Insurance Purposes of the buildings and other improvements of 2-4 Porter Street & 80 Belmore Street is assessed at $25,088,000 (Twenty Five Million and Eighty Eight Thousand Dollars)

INSURANCE VALUATION REPORT

REPLACEMENT VALUE CALCULATION BASIS	Replacement Value has been calculated by use of the following methodology: • Re-building costs at date of Valuation • Removal of debris • Professional fees including council fees • An allowance for GST • An allowance for cost escalation during the planning, tendering, construction and fitout stages • An allowance for cost escalation for the lapse time between insurance renewal date and the occurrence of the event leading to the claim. This assessment does **NOT** include: • Loss of revenue between date of building loss and re-instatement • Costs associated with leasing alternate premises • Removal and / or upset expenses
PROPERTY ADDRESS	2-4 Porter Street & 80 Belmore Street Ryde NSW 2112
PROPERTY DESCRIPTION	The property is contained in Strata Plan 86799
LOCALITY	• The subject property is located at Ryde approximately 12 kilometres north west of Sydney's CBD. • Surrounding properties include commercial premises, freestanding single residential dwellings, townhouses and medium density unit developments.
OUTLINE OF COMPLEX	The improvements appear to remain in basically good structural condition and the complex has a generally good standard of presentation.
INFRASTRUCTURE IMPROVEMENTS	• Site improvements include common sealed driveway, lifts, perimeter fencing and landscaping.
CATASTROPHE COST	Costs that may arise due to an event or happening which is generally considered as being beyond normal control of building costs for reconstruction. An example is lightning, flood, cyclone or other natural event. On the rare occasion that these events occur, some building costs may rise due to lack of: materials, skilled tradespersons, excessive building applications lodged with Local Government, contamination of the site, access to the site, claims, processing and approval of insurance claims, time lost due to removal of debris.

VALUATION

Subject to the detail contained under the previous heading "Replacement Value", the Insurance Value has been calculated as follows:

BUILDINGS / IMPROVEMENTS	**$18,007,950**
REPLACEMENT COST **ESCALATION PERIOD** Planning 6 Months Tendering 6 Months Construction & Fit Out 24 Months Total 36 Months - At 6% finance rate over the period	**$1,080,480**
Progressive Subtotal	**$19,088,430**
PROFESSIONAL FEES	**$2,099,730**
Progressive Subtotal	**$21,188,160**
REMOVAL OF DEBRIS	**$954,420**
Progressive Subtotal	**$22,142,580**
COST ESCALATION	**$664,277**
Progressive Subtotal	**$22,806,857**
ADOPTION AMOUNT (GST exclusive)	**$22,807,000**
CATASTROPHE COST (GST exclusive) If additional insurance cover is required in respect of potential costs which may be incurred following the occurrence of catastrophic circumstances the sum insured could be increased to	**$29,649,000**
ADOPTION AMOUNT (GST inclusive)	**$25,088,000**
CATASTROPHE COST (GST inclusive)	**$32,614,000**

QUALIFICATIONS

* This report is not to be construed as a structural survey of the improvements.
* This report is for Insurance purposes and is not an assessment of the market value of the property.
* Neither the whole nor any part of this report may be included in any published document, nor may it be published in part or in full in any way without the written consent of the Solutions in Engineering.
* This report does not carry the right of publication.
* It is recommended that periodic cost reviews be made in terms of inflation, the cost effect of new legislation pertinent to the complex and any other relevant issues that could affect the insurance value.
* Note: All additions by way of either structural or ground improvements over and above the original approvals are the responsibility of the individual owner and should be insured by them. External improvements that are observed during the inspection from accessible Common Property areas are however included.
* This report is prepared on the assumption that, when ordering the Services, the customer did also notify us of any other relevant information which might affect the valuation. Solutions in Engineering will not be held liable for an inaccurate valuation where the customer has failed to do provide the relevant information.
* This report may only be provided by the client to bona fide third party insurers.
    - "Bona fide third party insurers" means insurance companies (including brokers) with a privacy policy which adequately protects the information from access by other third parties.
* **All services provided by Solutions in Engineering are supplied on the basis of 'Supply Terms and Conditions' which are available from our office and from our website www.solutionsinengineering.com**



Inspector Name: Adam McMonigal
Certified Practising Valuer
3007 / VAL011771

12 June 2017

Renewal Building Insurance Request

To be e-mailed or faxed to your insurance provider

(Optional to complete if faxing)		
Faxed to:	*Sent date:*	*Total no. of pages:*
2-4 Porter Street & 80 Belmore Street SP No: 86799	**2-4 Porter Street & 80 Belmore Street Ryde NSW 2112**	
From:	Contact details:	

Sum to be Insured:

Type of Building	☒ Residential Strata ☐ Shopping Centre	☐ Mixed Use ☐ Light Industrial	☐ Retail ☐ Offices
% of Commercial Lots	0%	**Year Built?**	2013
How many Units?	71	**If Refurbished, provide Year**	
No. of Stories	6	**No. of Lifts**	2
Heritage Listed?	NO	**Percentage of holiday let**	0%
Car Stackers?	NO		
Aluminium Cladding?	NO		
External Walls	☒ Other	*Specify details: Brick blockwork concrete render*	
Internal Walls	☒ Other	*Specify details: Brick render plasterboard*	
Floors	☒ Concrete		
Roof	☒ Other	*Specify details: Concrete sheetmetal*	
Product Type	☒Residential		

Recreational Facilities

☐ Swimming Pool	☐ Spa	☐ Gym	☐ Sauna
☐ Boardwalk	☐ Pontoon / Marina	☐ Lake / Pond	☐ Tennis Court
☐ Playground	☐ Other / Specify details:		

Fire Protection

☐ Dual Supply Sprinklers	☒ Single Supply Sprinklers	☒ Fire Hoses	☒ Fire Alarms
☒ Extinguishers	☐ Other / Specify details:		

ANNEXURES

LEGAL, LITIGATION & HARMONY DOCUMENTS

ATTACHMENT A

Building Consultancy Group Report

Agreed Items for Rectification

1. Items identified in the Building Consultancy Group defection inspection report as attached.

2. Defects to be rectified in accordance with scope of works in the Building Consultancy Group report.

3. Defects to be rectified:

    a. 6.3 east façade item 1.

    b. 6.6 basement item 1, 2, 3, 4, 5, 6 and 7.

    c. 6.2 basement 2 item 8, 9, 10, 11, 12, 13 and 14.

    d. 6.9 level 3 item 1.

    e. 6.10 level 4 item 1.

    f. 6.11 level 5 item 1

    g. 6.14 item 2.

Note: In relation to item 6.1 site item 1, the pathway built between Belmont and Porter Street and the east pathway of Porter Street and water ingress into unit 4. The Builder agrees to undertake thorough investigations of the water leak and to rectify any defect to prevent the water entry to Unit 4 to the satisfaction of the Owners.

RMH defects report 14 December 2015

Agreed Items for Rectification

1. C 1.3.

2. C 2.3.

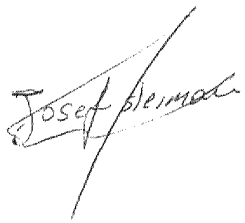
3. C2.4

Document attached titled "Additional Items"

Agreed Items for Rectification

1. Items 1 to 9.





NSW Fair Trading

This form relates to obligations under the Design and Building Practitioners Act 2020 and supporting Regulation

Instructions for completing this form
You must complete all Parts of this form.

Use this form in designs that consist of independent schedules, specifications or reports.

Attach the completed form to the front of the schedule, specification or report as a separate page before uploading to the NSW Planning Portal. Do not insert this form as an image or resize the form.

Regulated Design Record				
Project Address: 2-4 Porter Street, Ryde				
Project Title: Basement Stormwater Rectification				
Consent No: Not Known			Body Corporate Reg No: SP 86799	
Drawing Title: Not Applicable			Drawing No: Not Applicable	
Rev	Date (dd.mm.yy)	Description	DP Full Name	Reg No
02	22/04/25	Stormwater Rectification works	Simon Ingegneri	DEP0000813

FORENSIC ENGINEERING
AUSTRALIA

PROJECT:

SP 86799, 2-4 Porter Street, Ryde NSW|
Basement Stormwater - Rectification works

FEA REFERENCE: 23_039.001|SP-001

DATED: 22/04/2025 - Rev 1

SPECIFICATION

CONTENTS

INTRODUCTION 2
SCOPE 3
QUALITY REQUIREMENTS 6
SCHEDULES 7

INTRODUCTION

PROJECT DESCRIPTION

The work covered by this specification and the associated drawings is briefly summarised as follows:

- Alterations to the existing basement 1 and 2 stormwater system to capture ground water from the perimeter drains; and
- Provision of Workshop Drawings, As-Built Drawings and Operation and Maintenance Manuals (by the contractor).

SCOPE OF WORKS

The work covered by this specification and associated drawings, relates to Hydraulic pipework, and associated ancillary items only.

Aspects that form part of this project, including other service disciplines outside of hydraulics, and or building and waterproofing works, are detailed by others.

EXTENT OF WORKS

The extent of work covered by these documents includes the supply, delivery, installation, testing, commissioning as set out in this specification and on the associated drawings.

Provide materials, labour, plant, accessories and fixings necessary for the complete execution of the works.

The contractor shall be fully responsible for final documentation of the works on the workshop drawings and provide any required documentation and certifications to support the works.

REQUIRED REVIEWS | INSPECTIONS

Reviews and inspections of the works are required, as follows:

- Inspection of the works at approximately 0% completion, to allow FEA to meet the contractors and confirm they are aware of the works required;
- Inspection of the works at approximately 50% completion, to ensure works are being carried out as per the design intent;
- Inspection of the works at approximately 100% completion to ensure the installed works meets the standards and quality of the specified works.
  - At this inspection, witness testing of the commissioning shall be arranged. i.e. contractor shall allow to arrange the water test for witnessing by FEA.

It is the installing contractors responsibility to provide a minimum of two (2) weeks' notice to Forensic Engineering Australia prior to required reviews and or inspections.

SCOPE

The following identifies an overview of the work required to be undertaken by the Contractor.

GENERAL ITEMS

- liaison with principal contractor, Forensic Engineering Australia, local authorities and or the owners to enable approvals and implementation of works in line with the construction program.
- the supply and utilisation of equipment necessary to safely carry out the works.
- label all equipment and distribution systems.
- access equipment not provided by others.
- co-ordination of work with others.
- co-ordination of commissioning with others including participation in integrated systems testing.
- commissioning and testing of installed pipework.
- supply of sleeves, collars, holding bolts, conduits and any other fittings required to be built in during construction and fixing in prior to pouring of concrete or fabrication. Provision of drawings showing their accurate location.
- coring of penetrations/ building fabric, approved by others.
- defects liability as specified in the head contract.
- fire rating of services penetrations.
- waterproofing and sealing of penetrations (detailed by others).
- testing and inspections by the Controlling Authority (where required).

If there are any aspects of the documented works that are not able to be achieved due to latent conditions, it is the responsibility of the contractor to cease works and advise Forensic Engineering Australia to review any impacts of the changes, and or to update design documentation, as required.

EXISTING SERVICES

Prior to isolating existing service, the contractor is to arrange with the principal to carry out the works at a time causing least inconvenience / arrange all relevant approvals.

All redundant services shall be removed from site.

Allow to carry out diversion works to accommodate the proposed works.

PRACTITIONER REGISTRATION

The Contractor must hold current Registrations with the Controlling Authorities as required to perform the required works.

WORK ASSOCIATED WITH OTHER TRADES OR PARTIES

Some works and/or provisions associated with the Hydraulic Services shall be performed by other trades or parties. Liaise with other trades to ensure that all requirements are provided as required.

Works required by other trades or parties, includes (but are not limited to) the following:

- Penetrations, alterations and or making good of the structure, to be documented by others;
- Make good of the waterproofing to accommodate Hydraulic works, to be documented by others;
- Provision of hobs to create perimeter drains, including the associated waterproofing;

- Builders works to accommodate the works, to be documented by others; and
- "Tanking" or waterproofing of fire stairs to prevent the ingress of water from these areas.

RULES AND REGULATIONS

All required approvals are to be sought prior to carrying out any works including (but not limited to):

- Structural Engineering approvals;
- Local Council's approval;
- Other regulatory bodies that may be relevant to the works; and
- Owners Corporation.

The works shall comply with the relevant version of Nation Construction Code, Building Code of Australia (NCC BCA) and referenced standards.

The certifying authority is to confirm the relevant version of the NCC BCA.

The referenced standards include (but are not limited to):

- AS/NZS 3500.0 Glossary of Terms
- AS/NZS 3500.3 Stormwater Drainage
- AS 2032 Installation of UPVC pipe systems

MATERIALS, WORKMANSHIP AND SUNDRIES

Provide all materials, fittings, accessories and apparatus of new manufacture complying with the relevant standard.

Provide all materials, new, clean and free from corrosion.

Select and install material to prevent corrosion of the material or any other proximal material through galvanic and or dis-similar metal action.

Application of approved coatings suitable for the installation conditions may be used to prevent corrosion or galvanic interaction where material selection is not a practical means of achieving this objective.

Ensure that materials subject to exposure to the elements are suitable for long term exposure without degradation of performance.

All work shall be performed by suitable qualified and experienced professionals.

MANUFACTURER'S DIRECTIONS

Apply, install, materials in strict conformity with manufacturers' directions. In the event there is a conflict between the manufacturer's directions and the works specified, notify the engineer prior to installing the works.

ACCOMPANING DRAWINGS

The accompanying drawings do not show all the existing services, structural and architectural details.

Contractor shall carry out required works to determine the exact location of the existing services, structural and architectural elements.

OPERATION AND MAINTENANCE MANUALS

The following information shall be included in the Operation and Maintenance Manual (as appropriate to these works):

- general description of each system including design reference.
- instructions for operation of systems and equipment.
- equipment protection and restart after fault:
  - e.g., if in alarm mode, procedure for checking and restart. high level alarm in wastewater pumping systems.
- emergency procedures:
  - e.g., high level alarm mode. Detailed procedure for identifying and rectifying faults.
- description of all electrical controls and drawings:
  - e.g., location and function of all control panels including wiring diagrams. remote alarms - visible/audible and the direct digital control.
- maintenance schedules and check lists:
  - e.g., monthly, quarterly, half yearly and yearly, e.g., check ball valves, washers, reflux valves, ratio and limiting valves, plant, alarms. Submit a performance of maintenance schedules.
- maintenance personnel list:
  - e.g., companies names, addresses, business and after hours phone numbers (pumps, water filters, etc.)
- commissioning reports and test reports:
  - e.g., commissioning of pumps.
- manufacturer's literature:
  - e.g., could be sections from catalogues.
- as installed drawings and schedule.
- control valves schedule.
- prepare drawings showing a comprehensive schematic of control and isolating valves including schedules.

QUALITY REQUIREMENTS

EXISTING SERVICES

Support, protect and maintain all existing services affected by the works in accordance with principals' requirements.

COVERS AND GRATES

Pits covers and grates shall be fitted with approved covers and/or gratings, capable of being lifted by one person. Locate and position covers and grates in accordance with specified, locations, alignment, levels and grades.

Grates shall be provided with the required loading requirements of the surrounding area.

CAST IN PIPES

Cast in pipes shall be carefully installed in accordance with the Controlling Authorities' requirements. Pipes shall be secured to withstand stresses imposed by the pouring and setting of the concrete.

All pipes and fittings shall be wrapped with approved flexible waterproof material with joints taped to provide a waterproof encasement as required by the Controlling Authority.

All piping, which penetrates slabs, shall be sealed against ingress of floodwaters, groundwater and seepage.

TESTING AND COMMISSIONING

Prior to putting into service any new, repaired, altered or extended existing service, it shall be tested and commissioned in accordance with the requirements of the Controlling Authority, this specification and any manufacturers requirements.

GENERAL ITEMS

Structural Penetrations

All penetrations through structural elements are to be approved and document by the structural engineer.

Fire Rated Penetrations

Fire rate all services elements that penetrate any fire rated building elements.

Waterproofing of Penetrations

All penetrations through building elements that are exposed to weather or water are to be made watertight. Water proofing expert shall document required works.

Material Interfaces

Where differing pipe work materials interconnect, a proprietary jointing system approved by both manufacturers is to be used to appropriately interface the materials.

Discharges or connections from dissimilar metals that present a risk of adversely affecting downstream/connected components are not permitted.

Expansion and Contraction

Ensure that the components of all systems are installed to accommodate the effects of expansion and contraction without any detriment to the system.

SCHEDULES

DRAWINGS

This specification is to be read in conjunction with the following drawings:

- H-01: Title Page | Notes | Legend, Rev 02;
- H-02: Rectification Works, B2-1, Rev 02;
- H-03: Rectification Works, B2-2, Rev 02;
- H-04: Rectification Works, B1-1, Rev 02; and
- H-05: Rectification Works, B1-2, Rev 02.

MATERIALS

The following materials are to be used:

- Stormwater Pipework: UPVC – to match existing.
  - Contractor to confirm if minimum cover can't be achieved under slab, and if so an alternative material will be specified.

SP 86799, 2-4 Porter Street, Ryde NSW - Basement Stormwater Rectification works

General Notes

- This drawing package has been provided by referencing information obtained and provided to Forensic Engineering Australia (FEA), including existing structural drawings that have been used as the background to these drawings. FEA has relied on information provided being accurate (unless noted otherwise).
- Documented levels are to be referred to as approximate reference points only.
- These drawings show the approximate existing location of the basement stormwater system. Information provided on these drawings is based on CCTV survey and should be considered as a representation of the existing system, rather than an accurate "As-Built" drawing.
- It is unknown if there is a DA or CDC being submitted regarding these works, FEA have not been advised of the details of the same.
- Hydraulic works shown on these documents are based on AS 3500.3, 2021 edition.
- The scope of works shown on these drawing are provided to demonstrate the works required to rectify identified deficiencies in the stormwater system. It is the responsibility of others to seek all required approvals to achieve these works.
- Structural engineer is to verify penetrations of existing structure and required make good works.
- The contractor shall allow for the required "make good works".
- Allow to protect all surfaces that may be damaged by the works.
- The contractor is to note that the property will be occupied during the works, allow to co-ordinate access for the owners, during the course of the works.
- By tendering for these works, it is understood that the contractor holds all relevant insurances.
- The contractor is to ensure that sufficient protection is provided to ensure no water ingress into the common areas is experienced during the works.
- The works set out on these documents, is based on information obtained to date, the contractor shall allow to advise any additional items within the stormwater systems that do not comply with the requirements of AS 3500 and advise accordingly.
- All works are to be installed in accordance with current NCC BCA and AS 3500, (unless noted otherwise).
- In compiling this document, FEA have not been provided with the existing stormwater drawings. This scope of works has not included a review of the capacity of the existing stormwater system.
- Allow to carry out all required builders works.
- Existing sinage at the carpark notes a minimum clearance of 2 meters, these works have considered the same.
- New stormwater pipe shall be as follows:
  - For Stormwater pipe: Hard drawn PVC pipework.
  - Where minimum cover can't be obtained under the slab: Cast iron or ductile iron (the contractor is to advise FEA prior to the installation of this pipework, the extent of this pipe).
  - For Sub-Soil: Hard drawn, slotted PVC pipework.
- The details of the Perimeter drains and other building and waterproofing works are being detailed by RHM Consultants. All perimeter drains shall be installed with a gradient to convey water within them to the stormwater outlets, with no ponding water.
- Allow to seek confirmation from structural engineer to confirm the location of all slab penetrations, prior to making those penetrations.

Key Notes

1. Allow to locate, excavate and make connection into existing in-ground stormwater system.
2. Carry out works required to clear the obstruction and confirm what this pipe is connecting too. Provide the CCTV footage of this, and or relevant images to FEA. This area of works requires approval from FEA prior to progressing new works.
3. Provide and install 100mm stormwater outlet, with provisions to prevent debris entering the in-ground stormwater system. The stormwater outlet is to be coordinated with the provision of the perimeter drain that is being designed by others.
4. Allow to excavate and re-install existing pipe with a new stormwater pipe (not sub-soil) with a minimum of 1:100mm gradient in the direction of flow, including the installation of 100mm stormwater outlet in perimeter drain, with provisions to prevent debris entering the in-ground stormwater system. The stormwater outlet is to be coordinated with the provision of the perimeter drain that is being designed by others.
5. Approximate location of existing 100mm stormwater outlet. Allow to carry out works required to connect back to existing drainage provision, noting that the adjacent pipe appears to be connected to this, (but the same needs to be confirmed and cleared of and obstructions).
6. Allow to seal open penetration within pit.
7. Allow to excavate and re-install existing stormwater pipe with a minimum of 1:100mm gradient in the direction of flow.
8. During survey works carried out, this pipe was holding water and there was no vision in the same. Allow to confirm where this pipe is connected too, and or clear any blockages in the same. Provide the CCTV footage of this, and or relevant images to FEA. This area of works requires approval from FEA prior to progressing new works.
9. Outlet of SWP 9 has negative gradient (causing water to pond upstream to circa 120mm). Allow to remove and re-install stormwater pipe works at a minimum grade of 1:100mm.
10. Allow to provide and install 2 meter section of 100mm sub soil drainage.
11. Existing stormwater pipe is collapsed, approximately 50% from top. Allow to excavate and replace.
12. Allow to connect into existing above ground stormwater pipe, at high level.
13. Existing 50mm stormwater pipework infrastructure is to be replaced with 100mm, as shown.
14. Drop to low level basement 2 and discharge over stormwater outlet.
15. Refer to documentation from RHM regarding required rectification to the channels in the slab.
16. Refer to documentation from RHM regarding works being carried out to "tank" the walls in the fire escape to prevent ground water from entering this space.
17. Allow to test and commission the pumps and confirm the duty of the same to FEA.

AEP	Annual Exceedance Probability
ARI	Average Recurrence Interval
DP	Downpipe
HP	High Point
L/sec	Litres Per second
NTS	Not to Scale
SW	Stormwater
SWP	Stormwater Pit
	Approximate location of existing stormwater outlet
	Approximate location of Proposed stormwater outlet
	Downpipe / existing stormwater outlet from above
	Pipe dropping to below
	Approximate location of perimeter drain (detailed by others).
1	Key Note Reference (Detailed below)
DP 1 100	Size and location of existing downpipe
?	Service could not be surveyed, un-know beyond this point
...	Relevant information to note
100	Approximate location of existing in-ground stormwater (incl size)
100	Approximate location of proposed in-ground stormwater (incl size)
100	Approximate location of existing in-ground sub soil drainage (incl size)
100	Approximate location of proposed in-ground sub soil drainage (incl size)
100	Approximate location of existing above ground stormwater (incl size)
100	Approximate location of proposed above ground stormwater (incl size)
	Stormwater holding water, indicating negative gradient

Legend

Regulated Design Record

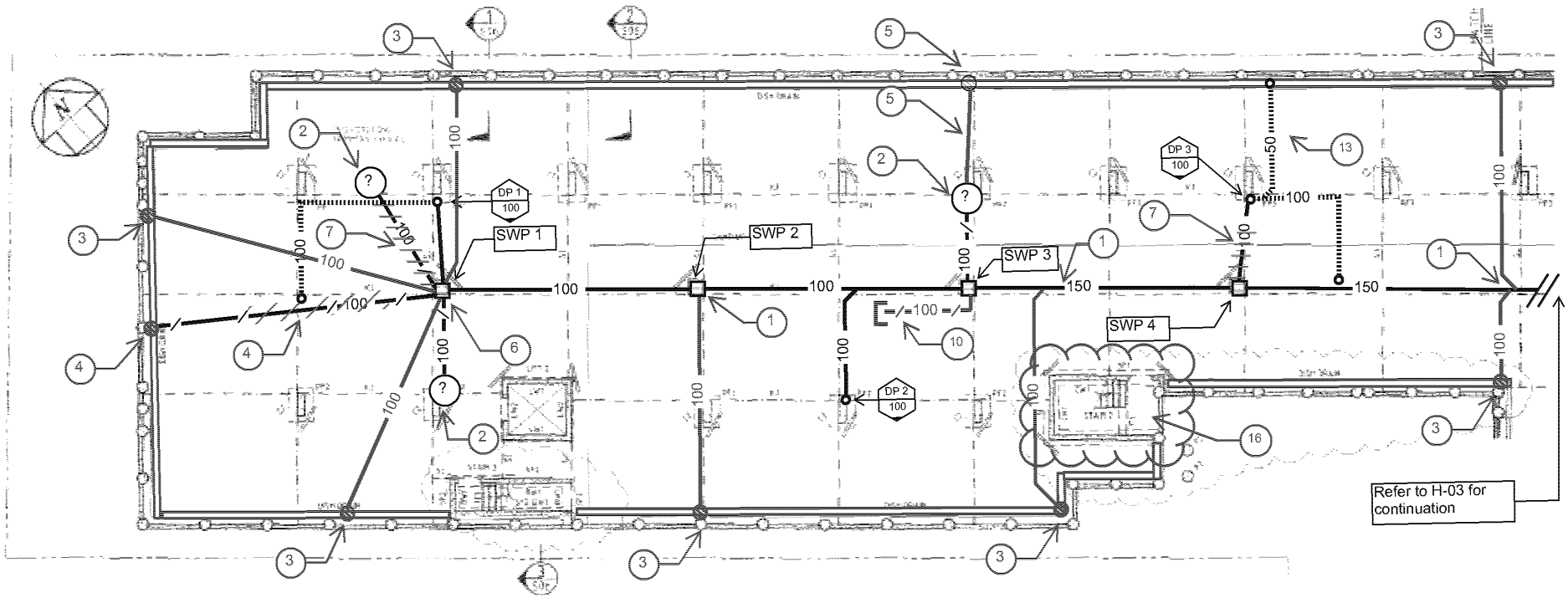
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Rev	Date (dd.mm.yy)	Description	DP Full Name	Reg No
02	22.04.25	Title Page | Notes | Legend	Simon Ingegneri	DEP0000813

Site	2-4 Porter Street, Ryde		
Drawing	Title Page | Notes | Legend		
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Drawing Number	H-01	Revision	02

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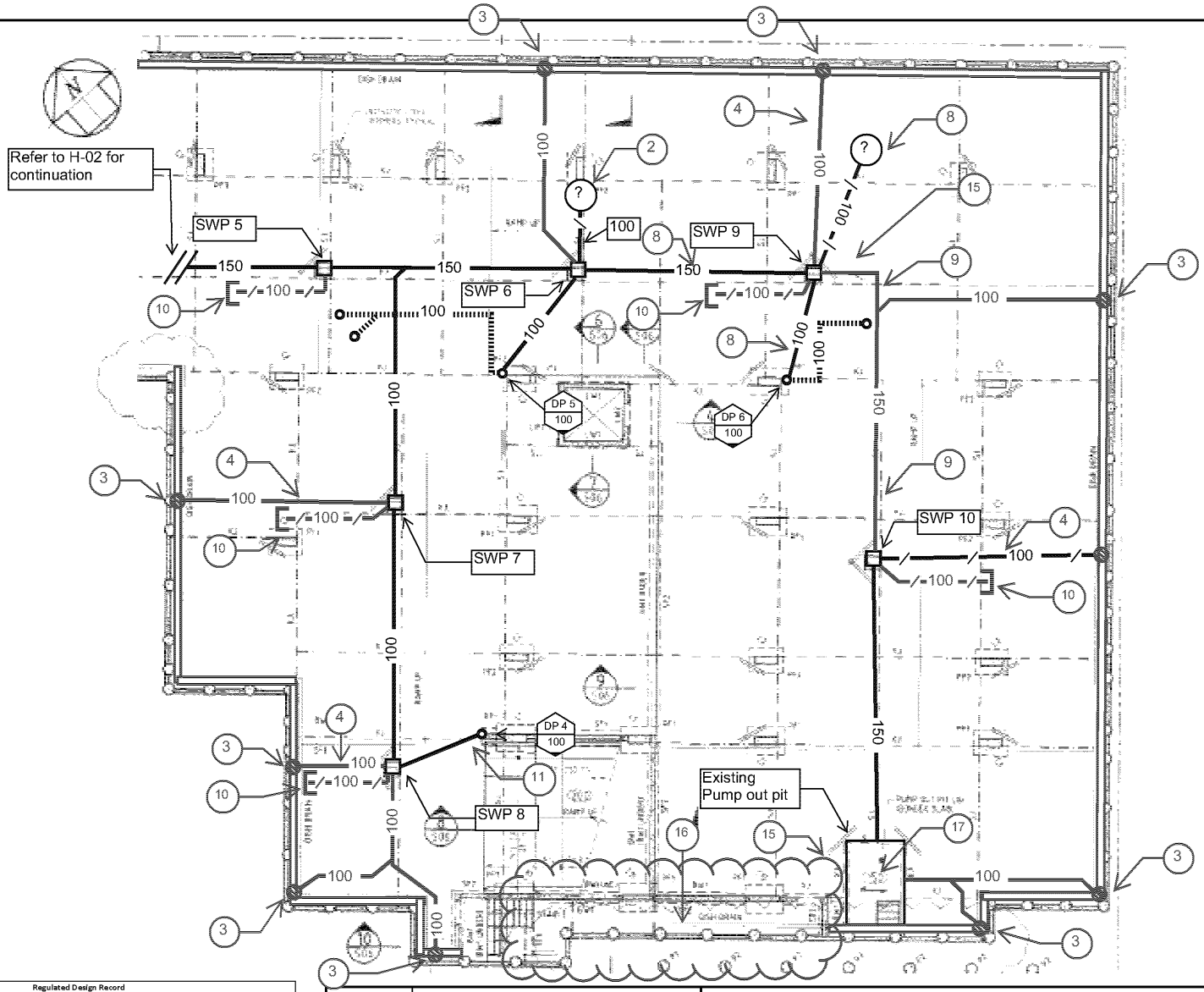
M +61 448 538 091 | E simon@forensicengineeringaustralia.com



Regulated Design Record				
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Project Title: Basement Stormwater Rectification				
Consent No: Not Known		Body Corporate Reg No: SP 86799		
Drawing Title: Basement 2 - Part 1		Drawing No: H-02		
Rev	Date (dd.mm.yy)	Description	DP Full Name	Reg No
02	22.04.25	Basement 2 - Part 1 - Stormwater alterations	Simon Ingegneri	DEP0000813

Site	2-4 Porter Street, Ryde		
Drawing	Basement 2 - Part 1		
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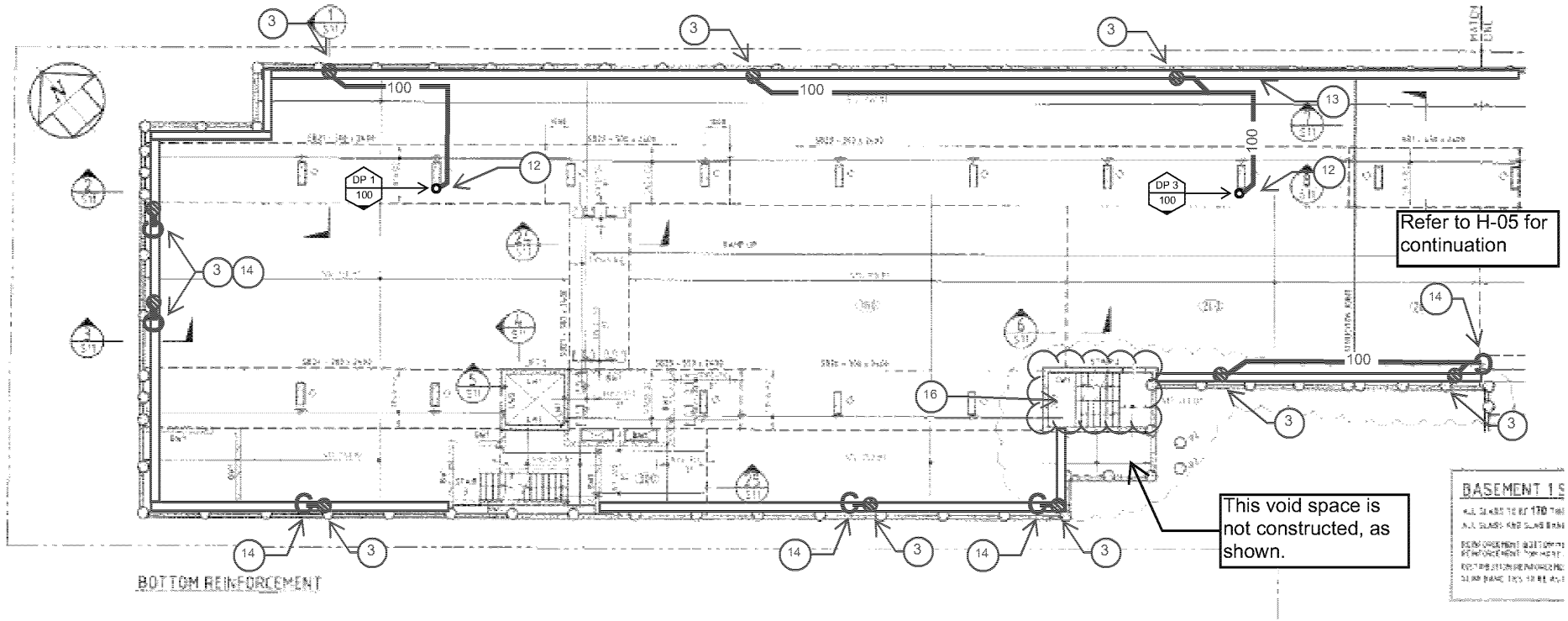
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Regulated Design Record				
Project Address: 2-4 Porter Street, Ryde				
Project Title: Basement Stormwater Rectification				
Consent No: Not Known		Body Corporate Reg No: SP 86799		
Drawing Title: Basement 2 - Part 2		Drawing No: H-03		
Rev	Date (dd.mm.yy)	Description	DP Full Name	Reg No
02	22.04.25	Basement 2 - Part 2 - Stormwater alterations	Simon Ingegneri	DEP0000813

Site	2-4 Porter Street, Ryde		
Drawing	Basement 2 - Part 2		
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Drawing Number	H-03	Revision	02

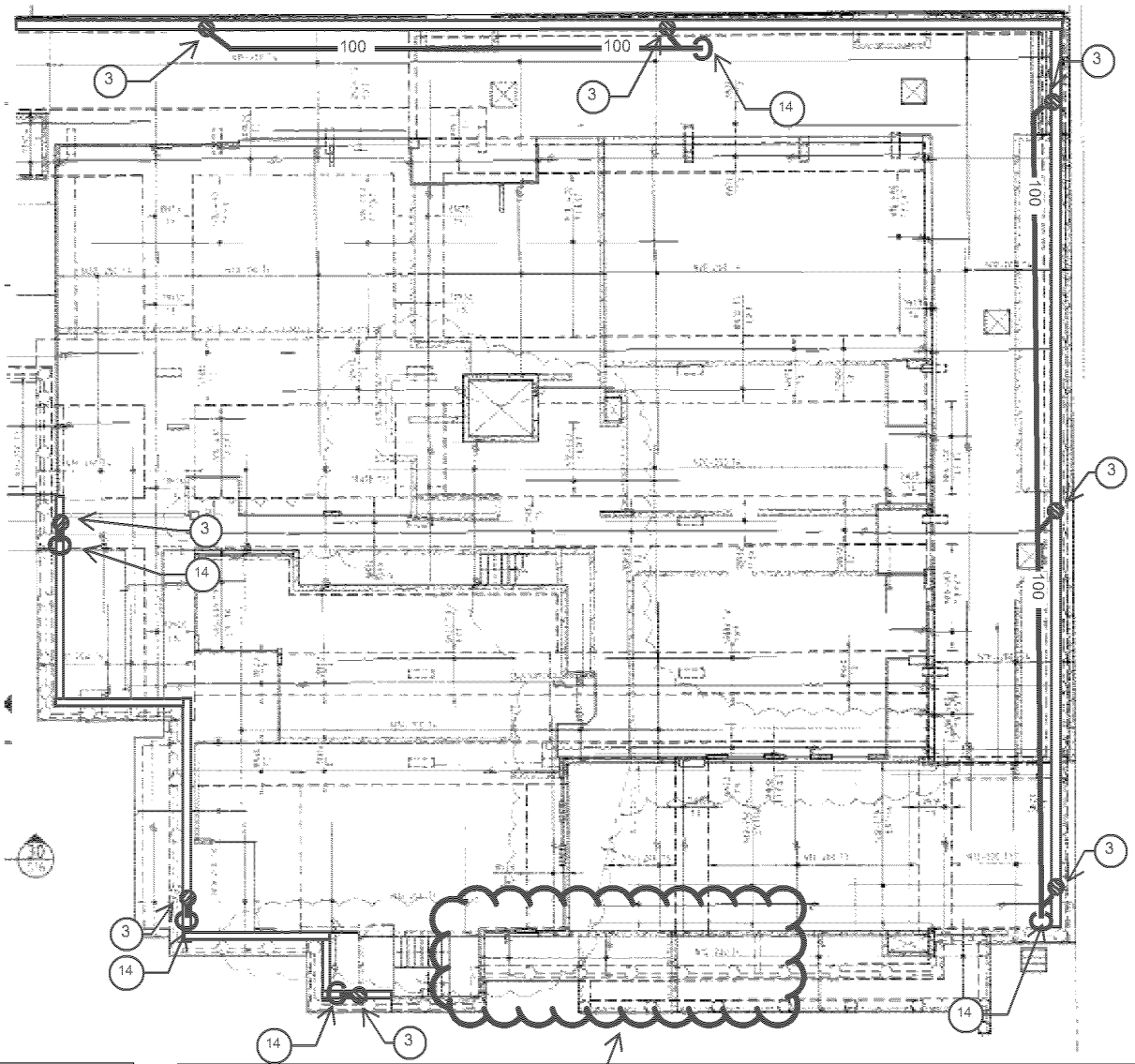
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Regulated Design Record				
Project Address: 2-4 Porter Street, Ryde				
Project Title: Basement Stormwater Rectification				
Consent No: Not Known		Body Corporate Reg No: SP 86799		
Drawing Title: Basement 1 - Part 1		Drawing No: H-04		
Rev	Date (dd.mm.yy)	Description	DP Full Name	Reg No
02	22.04.25	Basement 1 - Part 1 - Stormwater alterations	Simon Ingegneri	DEP0000813

Site	2-4 Porter Street, Ryde		
Drawing	Basement 1 - Part 1		
Issued	22/04/25	Scale	NTS
Drawing Number	H-04	Revision	02

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Regulated Design Record				
Project Address: 2-4 Porter Street, Ryde				
Project Title: Basement Stormwater Rectification				
Consent No: Not Known		Body Corporate Reg No: SP 86799		
Drawing Title: Basement 1 - Part 2		Drawing No: H-05		
Rev	Date (dd.mm.yy)	Description	DP Full Name	Reg No
02	22.04.25	Basement 1 - Part 2 - Stormwater alterations	Simon Ingegneri	DEP0000813

Site	2-4 Porter Street, Ryde		
Drawing	Basement 1 - Part 2		
Issued	22/04/25	Scale	NTS
Drawing Number	H-05	Revision	02

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BANNERMANS LAWYERS

23 May 2025

Our ref: DB:DC:JZ:SP 86799:#22984
Your ref: Lea Galati

Principal: **David Bannerman**
dbannerman@bannermans.com.au

Contact: Jerry Zhang
jzhang@bannermans.com.au

The Secretary
The Owners – Strata Plan No 86799
C/– The Strata Life
lea@thestratalife.com.au
BY EMAIL

Dear Secretary

SP86799 | PRELIMINARY BUILDING DEFECTS ADVICE | #22984

Thank you for the scheme's instructions to provide a preliminary advice on a potential claim for defects in the original construction of the scheme.

My preliminary advice below is based upon the information and documents provided to me and the state of the law as at the date of this letter. My advice may change over time as further information or documents become available or when relevant legal positions are changed or clarified by parliament and/or Court decisions.

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‘In a nutshell’ recommendations and strategy

1. The most imminent building defect time limit for the scheme is:

   (a) 4 June 2033.

2. In my view, the scheme should focus on:

   (a) Pursuing the Builder for the rectification costs for the incomplete Rectification Work under the Deed;

   (b) Investigating other potential parties liable for the fire safety defects, including the contactors engaged by the scheme to prepare and lodge the Annual Fire Safety Statements;

   (c) Taking the following steps:

      i. To conduct asset search for the Builder;
      ii. To obtain quantum expert report on the rectification costs to decide which jurisdiction to commence proceedings against the Builder;
      iii. To further investigate the nature of the fire safety defects and whether they could be discovered by the contractors within the statutory warranty period for the scheme to make claim against the original builder and the developer.

3. I provide recommendations under separate subheadings below on:

   (a) Steps that the scheme should take;

   (b) Motions that the scheme should pass or at least consider;

   (c) Further instructions and documents that the scheme should provide to me.

4. Despite the length of this letter, all of the information and advice set out in this letter is important information and advice that the scheme should be aware of and carefully consider.

Important background information

5. I confirm the following background information. If any of the details below are incorrect, please urgently let me know as that may affect my preliminary advice.

   (a) The scheme is comprised of 69 residential lots and 2 commercial lots and created by the registration of strata plan 86799 on 7 January 2015;

   (b) The developer was Ryde Developments Pty Ltd ACN 151 612 921, which was deregistered on 7 August 2019;

   (c) The scheme has advised that the builder was Mr George Semaan (**Builder**). Mr George Semaan had a contractor licence with licence number 11301C which was expired on 25 January 2013;

   (d) To conclusively determine the identity of the builder, can you please provide a copy of the building contract or any other documents that identify the builder;

   (e) It is not clear whether the scheme was constructed under one or more building contracts entered into on or after 1 February 2012. The following advice is based on the assumption that

the building contacts entered after 1 February 2012. The main difference is that for the building contract entered before 1 February 2012, the statutory warranty period was seven years for all building work defects;

(f) I have requested the scheme to provide a copy of the occupation certificate, whether interim or final. I haven't received any certificate at the time of this letter.

(g) To conclusively determine the completion date of the building work of the scheme, can you please provide a copy of the occupation certificate, including interim and final occupation certificates.

(h) As the scheme has more than 3 above ground levels, there is probably no home warranty insurance for the construction of the scheme. If you believe that home warranty insurance was issued, can you please immediately let me know.

(i) Based on the documents provided by the scheme, I note the following:

i. Around July 2015 RHM Consultants (**RHM**) inspected the common property of the Scheme and prepare a report. The Scheme provided a copy of the RHM report to the Builder for the Builder to rectify the defects identified in the report. I was not provided with a copy of this report;
ii. On 11 December 2015, RHM carried out another inspection and reported on the status of the defects rectified by the Builder. The report was dated 14 December 2015. A copy of this report was provided to me;
iii. Around January 2021, Building Consultancy Group (**BCG**) prepared a report for the scheme. I was not provided with a copy of this report;
iv. On 4 February 2021, the Builder signed a deed of settlement and release (**Deed**).
v. On 4 November 2021, BCG carried out another inspection on the Rectification Work under the Deed and prepared a report. The report identified a large portion of the Rectification Work had not been satisfactorily completed.

Who can the scheme pursue under a *Home Building Act* warranty claim?

6. If the scheme commences a claim against a party under the *Home Building Act 1989 (NSW)* (**HBA**) section 18B(1) warranties (**Warranty**) within time, that claim will be stronger, quicker and cheaper than the scheme claiming against that party under the law of negligence or on any other basis.

7. If there are defects in the construction of the *"residential building work"* (as defined by the HBA) in the scheme, the scheme should have a strong case against the following parties under the Warranty for any loss it suffers due to those defects.

8. However, based on the documents provided to me, the statutory warranty period has likely expired given the scheme was registered on 7 January 2015, and the building work had likely been completed by the end of 2014 or earlier as mentioned in the Deed.

The Scheme's potential claims against various parties in negligence

A. Who owes a duty of care to the scheme and what duty of care do they owe

9. The effect of Part 4 of the *Design and Building Practitioners Act 2020 (NSW)* (**DBPA**) includes that each person that carried out, supervised, coordinated, project managed or otherwise had substantive control over:

(a) The carrying out of any part of the construction of the scheme; or

(b) Preparing any design for the construction of the scheme; or

(c) Manufacturing or supplying any building product used in the construction of the scheme:

owed the scheme a duty to exercise reasonable care to avoid economic loss caused by defects in the construction of the scheme arising from the work or tasks carried out by that person.

10. If the scheme has suffered loss due to any person owing that duty of care not exercising a reasonable level of care for a person in that person's position, the scheme should, subject to time limits, have a good claim against that person under the law of negligence.

11. The effect of the High Court of Australia decision in *Pafburn Pty Ltd v The Owners – Strata Plan 84674* [2024] HCA 49 (11 December 2024) is that:

    (a) It should be possible to hold a developer and/or a 'development manager' 100% liable under the law of negligence for all defects in the original construction of a building, other than trivial defect issues, as all such defects are presumably the result of one or more persons not exercising reasonable care to avoid economic loss due to defects;

    (b) It should be possible to hold a builder 100% liable under the law of negligence for all defects in the original construction of a building, other than trivial defect issues or defective design provided to the builder, as all such defects are presumably the result of the builder and/or one or more parties 'downstream' of the builder not exercising reasonable care to avoid economic loss due to defects.

12. Your ability to rely upon the DBPA duty of care to successfully sue a private certifier is currently unclear. Even if you can, a private certifier could probably rely upon proportionate liability. That would leave the private certifier only being responsible for a small proportion of the loss caused by any particular defect.

B. What is the time limit for the scheme to commence proceedings for a negligence claim

13. The time limit for the scheme to commence proceedings for a negligence claim is 6 years from the date when the cause of action (in negligence) first accrues to the scheme. In the context of a building defects negligence claim, that is 6 years from when a defect becomes known or reasonably discoverable. The cause of the defect does not need to be known for the 6 year period to start running. That is, the 6 years start to run from it being known or reasonably discoverable that there is a defect.

14. It is currently unclear whether the 6 year time limit, when applied to a DBPA based negligence claim (**negligence claim**), means that there is:

    (a) One 6 year period to commence proceedings for any defect from the first time that a defect becomes known or reasonably discoverable; or

    (b) A separate 6 year period for each defect starting from when that particular defect becomes known or reasonably discoverable.

15. There is currently no guidance from the Court on that issue.

16. What is clear is that no defect could have been known or reasonably discoverable to the scheme prior to the scheme commencing to exist. Thus, the scheme clearly has at least until 6 years after the registration of the strata plan to commence proceedings for negligence.

17. In addition to complying with the 6 year time limit noted above, the scheme must also commence proceedings for defects in the original construction of the scheme within 10 years of *"completion"* which, as per a Warranty claim, is the date of issue of an occupation certificate that authorised the occupation and use of the whole of a building. A possible exception to that is that this 10 year 'longstop' time limit may not apply to a negligence claim against a building product manufacturer or supplier.

18. The scheme was registered on 7 January 2015. If the occupation certificate, including any interim occupation certificate, was issued before 7 January 2015, the scheme is likely time barred from commencing proceeding against the Builder and/or the developer for a negligence claim, including a negligence claim for fire safety defects.

The Scheme's potential claims against the Builder under the Deed

19. Pursuant to the Deed, the Builder agreed to undertake the rectification of the defective building work outlined in the scope of work and defect reports at attachment A of the Deed.

20. The Builder must complete the Rectification Work within 4 months of the date of the Deed, with some reasonable extension.

21. Based on the BCG report for the inspection carried out 4 November 2021, the Builder failed to complete the Rectification Work to the satisfaction of the scheme.

22. Pursuant to section 16 of the Limitation Act 1969, the scheme must commence proceedings against the Builder within **12 years** from the date on which the scheme accrued the cause of action.

23. The Builder signed the Deed on 4 February 2021, and must complete the Rectification Work on or before 4 June 2021 subject to the extension of time agreed.

24. The earliest date the scheme could accrue the cause of action for breach of the Deed is 4 June 2021. Hence the scheme must commence proceedings against the Builder on or before 4 June 2033.

25. Given the Builder is 69 years old. I recommend that the scheme commences proceedings against the Builder as soon as possible subject to the result of asset search.

26. I require further information from the scheme to advise on other potential parties liable for the fire safety defects identified such as the fire safety contractors engaged by the scheme to prepare and lodge the Annual Fire Safety Statement and whether the fire safety defects could be discovered by the contractors within the statutory warranty period for the scheme to make claim against the original builder and the developer.

Some further comments on key issues for all original construction building defect claims

A. Defendant solvency and commerciality considerations

27. The scheme is liable to repair and maintain the common property. It will have to fund those costs itself if it misses an opportunity to have another party meet those costs.

28. It is difficult to assess the costs to rectify without reports, scopes and quotations. However, the costs to rectify are usually significant for strata schemes making it commercially viable to pursue the liable party if it is of financial substance.

29. An important commerciality aspect for the scheme to consider before commencing building defect claim proceedings is the possibility that the defendant/s will not be able to pay, and will not be insured for, their liability to the scheme. That is not something that I am able to advise you upon. However, it should usually not be a concern if the scheme has home warranty insurance in place and is within time to protect its position under the home warranty insurance 'safety net'.

30. In some cases, in particular where the parties responsible for defects look like they may be '$2 companies', there is a risk that the owners corporation could spend a very substantial amount of money on litigating defects and obtain complete success in the litigation only for the responsible parties to not meet any of, let alone all of, their liabilities.

31. This commercial risk is obviously an important factor to consider for whether the scheme should choose to commence proceedings (or accept that the scheme will be required to pay to fix the remaining defects itself if it does not commence proceedings within time). It is also a factor that should influence how the scheme goes about pursuing any case that is commenced. It can be a strong justification for taking a commercial approach to what is pursued in the proceedings, and how it is

pursued, in addition to taking a strongly commercial approach to settlement negotiations, instead of insisting upon all of the owners corporation's entitlements.

32. The chance of a builder meeting its liabilities is generally greater if the builder is sued within time under the HBA as the non-payment of a HBA claim liability can affect the ability of the builder, and the persons involved in the management of the builder, to hold a NSW residential building works licence or be involved in the management of a business that has such a licence

B. Expert witnesses

33. The extent to which the scheme will achieve a good outcome in a building defects claim, from either a settlement or a Court or NCAT determination, will be heavily influenced by the quality of the scheme's expert witness report/s.

34. Expert witness reports have to comply with the relevant expert witness code of conduct as a minimum. However, meeting that minimal requirement will not mean that a report is persuasive and that the expert's evidence will be accepted. For an expert's report to be persuasive, an expert needs to be well qualified for the issues at hand, have carried out proper investigations and provide properly detailed reasoning in his or her report. My view is that investing extra cost at the outset on a good expert carrying out proper investigations usually achieves a better, quicker and ultimately more economic claim outcome (via an early settlement or a determination). Sometimes schemes seek to save money with a 'cheap' expert only to incur more:

    (a) Expert fees in the long run as the less than ideal expert evidence is more strongly disputed throughout the case and the case is drawn out by the disputes between experts;

    (b) Legal fees as the lawyers incur:

        (i) extra time trying to make the evidence acceptable;

        (ii) extra time throughout the case preparing for arguments and in arguments relating to what evidence should be accepted;

        (iii) extra time due to the case not settling early and also being drawn out due to the disputes between expert;

    (c) Repair costs that they need to fund themselves due to the less than ideal evidence not being accepted and/or not supporting sufficient repair scopes or costs.

35. Some experts that will be adequate for a Warranty claim will not be suitable for a negligence claim due to the additional issues that need to be addressed in a negligence claim.

36. The scheme should also be aware that it relies on its experts on issues that I cannot review or advise upon, including on whether:

    (a) They have identified all the defects the scheme should be claiming;

    (b) They have identified sufficient scopes of works to rectify;

    (c) Their scopes to rectify provide sufficient detail to allow the cost of the required repairs and other associated costs to be estimated; and

    (d) Their recorded visual observations and their opinion on technical matters are correct and reliable.

C. The appropriate jurisdiction for the scheme to bring a building defects claim in

37. If the scheme wishes to bring a residential building defects claim that:

(a) Does not include a claim against a designer or a claim against a building product manufacturer or supplier; and

(b) Does not seek a money amount over $500,000;

the appropriate jurisdiction is usually the NSW Civil and Administrative Tribunal (**NCAT**).

38. For a claim that includes non-–residential building defects that does not seek an amount over $100,000, the appropriate jurisdiction is usually the Local Court.

39. For a claim seeking between $500,000 and $1.25m for residential building defects or a claim that includes non-residential building defects and seeks an amount between $100,000 and $1.25m, the appropriate jurisdiction is usually the District Court.

40. For a claim seeking over $1.25m for building defects, the appropriate jurisdiction is the Supreme Court.

D. Settlement Prospects

41. I make the following comments about settlement:

(a) Where the builder or developer is of substance, building defect claims usually settle. Home warranty insurance claims usually settle;

(b) The scheme will probably need to provide expert reports establishing at least the defects and the required repair scopes prior to any real settlement negotiations;

(c) Making a complaint to the NSW Building Commission (a division of NSW Fair Trading) may result in the issue of a rectification order which may or may not be complied with. Historically, rectification orders issued to builders by NSW Fair Trading have often only sought to address a small amount of the defects that schemes later prove in claims. It is too early to say whether the NSW Building Commission can be relied upon to perform better;

(d) Having a complaint before the NSW Building Commission or a repair order made by the Commission does not protect the scheme's position against time limits expiring. The scheme should commence proceedings to protect its position even if a reasonable repair order has been made or is expected. Even if the Commission issues an order, which is discretionary, the Commission may also revoke the order at any time. I also note that the scheme cannot seek repairs costs against a party if that party does not comply with an order issued by the Commission;

(e) The commencement of proceedings and later a pending hearing date adds significant pressure to the builder or developer causing them to engage experts and seek advice. That often results in the builder or developer conceding and agreeing to rectify defects that they have previously denied;

(f) Where it is clear that a scheme's claim will succeed (which is usually the case), a scheme's costs incurred in reaching settlement is usually addressed within a settlement by agreement upon a particular amount for costs or an order for one or more of the other parties to pay the scheme's costs of the proceedings as agreed or assessed. However, where other aspects of a settlement are favourable, or for commercial reasons, schemes also often settle on the basis of an agreement that compromises its costs entitlement;

(g) If the scheme commences proceedings and later decides to not continue proceedings and cannot obtain the consent from the other party or parties to do that on a no costs order basis, the other party or parties may seek order that the scheme pay their costs of the proceedings as agreed or assessed.

Recommendations

A. Strategy

42. I recommend that the scheme follow a strategy of:

(a) Provide me a copy of the following documents:

i. Occupation certificate, interim and final;
ii. Reports prepared by RHM and BCG;
iii. The deed, including all the documents referred to in the Deed;
iv. Further information of the fire safety defects to investigate other potential parties could liable to the scheme;

(b) Conduct further search, including asset search of the Builder;
(c) Subject to the asset search result, engage a quantum expert to provide an estimate of the costs to complete the Rectification Work under the Deed.
(d) Send a letter of demand to the Builder;
(e) Subject to the asset search result and depending on the estimate of the costs by the quantum expert, commence proceedings against the Builder in a suitable jurisdiction.

43. I recommend that the scheme pass a delegation of authority motion to allow decisions for progressing the building defects issues to be made in 'real time' instead of needing to convene a formal meeting every time that there is a need to make a decision (see recommended motions below in relation to delegation of authority).

B. Recommended motions

44. I recommend that a general meeting be convened to take place by as soon as possible and that motions to the effect of the following be passed at the general meeting:

Motion XX – commencing building defect proceedings

That the owners corporation resolves to commence proceedings in relation to building defects in the deed of settlement and release (**Building Defect Proceedings**) against:

(i) The builder of the strata scheme;

(ii) Any other parties included in this motion by amendment to this motion at the general meeting.

[EXPLANATORY NOTE: This motion would, if passed, authorise the commencement of proceedings by the owners corporation against the builder and potentially one or more further parties if the general meeting votes to do so. If the owners corporation is to commence proceedings in relation to common property building defect issues, it should do so as soon as possible to maximise the prospects of success and also allow for the most cost effective approach to be taken in the proceedings by relying upon the deed of settlement and release for the defects in the deed. Further investigations and advice are being undertaken and provided to assist the owners corporation in considering whether it should commence proceedings, and if so, in which suitable jurisdiction.]

Motion XX – authority to make decisions in relation to building defect proceedings

That the owners corporation resolves to authorise each of the strata manager and [INSERT NAME OF MAIN COMMITTEE CONTACT] to do any of the things listed in (i) and (ii) below subject to the restriction in (iii) below:

(i) Provide instructions on behalf of the owners corporation to legal representatives and/or expert consultants in relation to any or all aspects of preparing, progressing or conducting the Building Defect Proceedings including in relation to the negotiating and

settlement or partial settlement of any of the issues or potential issues in the Building Defect Proceedings.

(ii) Instruct the strata manager to sign and affix the common seal to any agreements to settle or partially settle any or all of the issues or potential issues in the Building Defect Proceedings or to any other documents for purpose of progressing the Building Defect Proceedings.

(iii) Each instruction under this motion must be agreed to in writing by a majority of the strata committee members prior to the issue of the instruction.

[EXPLANATORY NOTE: It is impracticable to convene formal meetings for the making of each decision that may be needed in relation to the Building Defect Proceedings. Passing this resolution would authorise a procedure for all such decisions to be made in 'real time' without incurring the costs, time or inconvenience of convening a formal meeting for each decision.]

Motion XX – obtaining legal services for the building defect proceedings

That the owners corporation resolves to approve the obtaining of legal services for the commencement and conduct of the Building Defect proceedings.

Motion XX – legal fee proposal for the building defect proceedings

That the owners corporation resolves to accept the fee proposal tabled at the general meeting to provide legal services in relation to the Building Defect Proceedings and instructs the strata manager to sign and affix the seal to that fee proposal on behalf of the owners corporation.

[EXPLANATORY NOTE: The legal services fee proposal that the strata committee recommends to the owners corporation will be circulated to owners with an email addresses on the strata roll for the issue of notices prior to the general meeting.]

Fee estimate for recommended steps and providing further instructions to me

45. I **attach** my fee estimate for carrying out the further work that I recommend be carried out at this stage.

46. Can you please let me know if the scheme would like me to provide a further fee estimate for a different set of tasks.

47. I would be grateful if you could please:

    (a) Confirm my further instructions as soon as you are able to; and

    (b) Provide a copy of the meeting minutes under which those further instructions have been authorised (by either specific motions or by delegated authority to the person providing the instructions).

If you have any queries please contact me.

Yours faithfully
BANNERMANS

David Bannerman
dbannerman@bannermans.com.au
Acc. Spec. (Prop.)
Principal

Contact
Jerry Zhang
jzhang@bannermans.com.au
Lawyer

Annexure 'A'

Definition of *"major defect"* at section 18E(4) of the *Home Building Act 1989* (NSW)

(4) In this section—

***major defect** means—*

(a) a defect in a major element of a building that is attributable to defective design, defective or faulty workmanship, defective materials, or a failure to comply with the structural performance requirements of the National Construction Code (or any combination of these), and that causes, or is likely to cause—

(i) the inability to inhabit or use the building (or part of the building) for its intended purpose, or

(ii) the destruction of the building or any part of the building, or

(iii) a threat of collapse of the building or any part of the building, or

(b) a defect of a kind that is prescribed by the regulations as a major defect, or

(c) the use of a building product (within the meaning of the Building Products (Safety) Act 2017) in contravention of that Act.

Note—

*The definition of **major defect** also applies for the purposes of section 103B (Period of cover).*

***major element** of a building means—*

(a) an internal or external load–bearing component of a building that is essential to the stability of the building, or any part of it (including but not limited to foundations and footings, floors, walls, roofs, columns and beams), or

(b) a fire safety system, or

(c) waterproofing, or

(d) any other element that is prescribed by the regulations as a major element of a building.

Also note that the *Home Building Regulation 2014* includes the following at clause 69A:

(1) This clause applies to a building with a rise in storeys of more than 2 in respect of which a breach of statutory warranty occurred in either of the following circumstances—

(a) the warranty period for the breach started on or after 20 April 2018,

(b) the warranty period for the breach started before 20 April 2018 and the period in which proceedings could be commenced for the breach of statutory warranty had not already expired before 20 April 2018.

(2) The failure of external cladding of a building to comply with the performance requirements of the National Construction Code for fire resistance and fire safety for that building is prescribed as a major defect for the purposes of paragraph (b) of the definition of ***major defect*** in section 18E(4) of the Act.

(3) In this clause—

rise in storeys and ***storeys*** have the same meanings as they have in the National Construction Code.

THIS DEED is made the 5th day of February 2021

Parties

Between

THE OWNERS SP 86799 ABN 98 139 815 698 ("the Owners") of 2-4 Porter Street, Ryde in the State of New South Wales

AND

GEORGE SEMAAN ("the Builder") of 44 Chisholm Street, Belfield in the State of New South Wales

Jointly ("the Parties")

Recitals

A. The Builder undertook building work at 2-4 Porter Street, Ryde NSW 2112 ("**Property**") in or around 2012 to 2014.

The Owners allege there is defective building work undertaken by the Builder.

B. A dispute arose between the Parties as to alleged defective building work ("**Dispute**").

C. Without admission, the Parties agree to settle the Dispute upon the terms set out in this Deed.

OPERATIVE PROVISIONS

1. Definitions

In this Deed:

"Claims" means any claim, demand, suit, cause of action, action, proceeding, right, entitlement, claim for relief, judgment, claim for interest, cost or expense whether at law or in equity or under statute, whether held individually or jointly or jointly and severally, and whether present, future or contingent, known or unknown, either at law or in Equity.

Executed as a Deed

Executed pursuant to section 127 of the *Corporations Act 2001* by an **authorised representative of The Owners - SP 86799** in the presence of:

Authorised representative

5/2/2021
Date

Witness Signature

JAMES DANIEL LANE
Witness (Print) Full Name

Signed by **George Semaan** in the presence of

George Semaan

4/2/2021
Date

Witness Signature

Joseph Sleiman
Witness (Print) Full Name

ATTACHMENT A

Building Consultancy Group Report

Agreed Items for Rectification

1. Items identified in the Building Consultancy Group defection inspection report as attached.

2. Defects to be rectified in accordance with scope of works in the Building Consultancy Group report.

3. Defects to be rectified:

   a. 6.3 east façade item 1.

   b. 6.6 basement item 1, 2, 3, 4, 5, 6 and 7.

   c. 6.2 basement 2 item 8, 9, 10, 11, 12, 13 and 14.

   d. 6.9 level 3 item 1.

   e. 6.10 level 4 item 1.

   f. 6.11 level 5 item 1

   g. 6.14 item 2.

Note: In relation to item 6.1 site item 1, the pathway built between Belmont and Porter Street and the east pathway of Porter Street and water ingress into unit 4. The Builder agrees to undertake thorough investigations of the water leak and to rectify any defect to prevent the water entry to Unit 4 to the satisfaction of the Owners.

RMH defects report 14 December 2015

Agreed Items for Rectification

1. C 1.3.

2. C 2.3.

3. C2.4

Document attached titled "Additional Items"

Agreed Items for Rectification

1. Items 1 to 9.

All replies to:
National Mail & Scanning Centre
Nexus Lawyers Pty Ltd
ABN 45 116 644 449
PO Box 972, Newcastle NSW 2300
DX 7830, Newcastle
Telephone: +612 9016 0141
www.nexuslawyers.com.au

Our ref: KDK:17984

19 November 2021

The Owners – SP 86799
c/- Strata One
PO Box 889
NARRABEEN NSW 2101

Attention: Mr Dean Richardson

By Email: drichardson@strataone.com.au

Dear Mr Richardson,

RE: DEFECTIVE BUILDING WORK CLAIM - 2-4 PORTER STREET, RYDE

We refer to your email of 18 November 2021 requesting a fee proposal to commence further legal action to get the builder to attend to the outstanding items on the Deed.

I have received an updated Defect Report from Ben Wilke which identifies a number of outstanding defects. Based on the report, it appears you will need the following additional reports:

(a) Site item 1; a hydraulic engineers report and scope of work;

(b) Basement item 1; fire engineer certification and possibly scope of work;

(c) Basement item 11; structural engineer report and scope of work;

(d) Level 3 item 1; fire engineer inspection and possibly scope of work;

(e) Level 5 item 1; as per Level 3 above;

(f) Additional items 2; hydraulic engineer inspection and possible scope of work;

(g) RMH Report; item C1.3 compliance certificate required from appropriate professional; and

(h) RMH Report C2.3, C2.4 hydraulic report.

The above will need to be confirmed by Ben and added to if required.

To pursue the builder further you should obtain the above reports and then get quotations from at least 2 builders to undertake all the repairs.

The costs of the rectification work will determine which jurisdiction any proceedings are lodged in.

Liability limited by a scheme approved under Professional Standards Legislation.

The NSW Civil and Administrative Tribunal has jurisdiction of up to $500,000.00 for building claims. It is likely that the costs of the rectification would be under $500,000.00 so it would be my recommendation that the proceedings be commenced in the Tribunal, however, I would recommend obtaining advice from the barrister initially as to what jurisdiction would be more appropriate as the claim is now under a breach of Deed of Settlement rather than the statutory warranty provisions of the *Home Building Act* 1989 and may be outside the Tribunals jurisdiction.

Notwithstanding the above, whichever jurisdiction the proceedings are commenced the following is the scope of work and estimated fees.

Stage 1

- Facilitate finalising of expert reports and preparing to lodge a claim with NCAT;
- Attend directions hearing as required;
- Correspondence and communication with all relevant parties;
- Review and prepare response to builder's evidence, if any;
- Prepare for hearing; and
- Brief Counsel if required.

Fee estimate: $12,000.00 excluding GST.

Stage 2

- Prepare evidence bundles and attend hearing (estimate 1 day);
- Preparation of post hearing submissions; and
- Correspondence of post hearing submissions and finalising of claim.

Fee estimate: $9,000.00 excluding GST.

In addition to the above, a barrister would be required for settling of the evidence and the hearing. I estimate those costs at around $20,000.00 exclusive of GST.

There may also be disbursements for photocopying and printing of evidence bundles estimated around $4,500.00.

The total therefore is estimated at $45,500.00.

In addition to the above, you would have the cost of the expert reports.

Pursuant to the terms of the Deed, the above costs are recoverable in the claim.

Given that the builder has significantly breached the terms of the Deed both in the time constraints the quality of the work, you have good prospects of success

We have **attached** a proposed Cost Agreement for your consideration if you wish to proceed.

Yours faithfully,
NEXUS LAW GROUP



Kelvin Keane
Group Principal
E. kdk@nexuslawyers.com.au

Encl

ANNEXURES

MEETING DOCUMENTS

StrataLife

North Shore
3/143 Peats Ferry Road
Hornsby NSW 2077

Northern Beaches
21 Lawrence Street
Freshwater NSW 2096

(02) 9456 9965
contact@thestratalife.com.au
www.thestratalife.com.au
ABN: 27 627 346 598

Liability Limited by a scheme approved under Professional Standards Legislation.

NOTICE OF AN ANNUAL GENERAL MEETING

THE OWNERS CORPORATION - STRATA PLAN 86799

ADDRESS OF STRATA SCHEME: 2-4 Porter Street, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners Strata Plan No. 86799 will be held on Tuesday, 21 May 2024 via Zoom. The meeting will commence at 06:00 PM.

Join Zoom Meeting by PC, tablet or smart phone
<https://us02web.zoom.us/j/89563847677?pwd=bDRhSVFwb21JbFJia2J4QTNGY3F2dz09>

Dial in
02 8015 6011
Meeting ID: 895 6384 7677
Passcode: 369850

MEETING AGENDA:

CHAIRPERSON AND SECRETARY FOR THE MEETING:
That the meeting elect a chairperson and Secretary for the meeting.

CALLING OF THE ROLL:
Those Present; Present by Proxy; Voting rights; Those in Attendance; Apologies.

1 MINUTES

That the Owners Corporation - Strata Plan 86799 confirm the minutes of the last general meeting held on 6th December 2023 as a true record and accurate account of that meeting.

2 INSURANCES

That the Owners Corporation - Strata Plan 86799:

a. Confirm the insurance policies currently in place and authorise the Committee with increasing, altering or adding to the policies;
b. Confirm additional insurances are NOT required and authorise the Committee to enact additional insurances as referred to in Act section 165 (2) if deemed necessary e.g. office bearers; fidelity guarantee; workers compensation and any property in which it has an insurable interest;
c. Acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the policy period, any item requiring disclosure under the policy including, but not limited to a Work, Health and Safety report, defects report etc;
d. Authorise the Managing Agent to renew the insurances in accordance with the insurers or brokers recommendation if no alternate instruction has been received from the Committee prior to the renewal date; and
e. Instruct the Managing Agent to engage a registered valuer to undertake a valuation for insurance purposes and further authorise the managing agent to forward a copy to the insurer. The last valuation was undertaken on 9/08/2023 at a building sum insured of $31310000.

Note - The latest Certificate of Currency expiring 05/05/2024 is included with this agenda as the 2024/2205 Certification had not been received at the distribution of this agenda

3 FIRE SAFETY MEASURES

That the Owners Corporation - Strata Plan 86799:

a. Consider the Annual Fire Safety Statement and determine any action required;
b. Authorise the Managing Agent, Building Manager or Committee to engage an accredited practitioner (fire safety practitioner) and sign & affix the common seal of the Owners Corporation (in accordance with Section 273 of the Act) to documents as may be necessary in relation to the lodgment of the next Annual Fire Safety Statement.

Notes: The Annual Fire Safety Statement is required to be completed by a competent fire safety practitioner in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification Regulation 2017). The authority provided to the Managing Agent includes but is not limited to executing the Annual Fire Safety Statement and any other associated documents specific to Council requirements.

An accredited practitioner (fire safety) who is accredited in Fire Safety Assessment and appropriately qualified to undertake assessment of each fire safety measure to:

a. Ensure all fire safety measures are maintained in accordance with clause 177 of the Environmental Planning and Assessment Regulation 2000; and
b. Declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
c. Issue the fire safety statement accordingly.

4 COMMON PROPERTY SAFETY REPORT

That the Owners Corporation - Strata Plan 86799 appoint a consultant to undertake a safety report of the common property to identify any unforeseen risks that may affect the common areas.

Notes: Undertaking a common property safety report is recommended to ensure the owners corporation meets its obligations and duty of care under the Act and where applicable under the Work Health and Safety legislation.

5 ASBESTOS SURVEY REPORT

That the Owners Corporation - Strata Plan 86799 appoint a consultant to undertake an asbestos survey of the common property (including the establishment of an asbestos register and management plan if asbestos is found in the scheme).

Notes: A report which identifies asbestos within the scheme is required to be updated every 5 years.

6 WINDOW LOCK DEVICES

That the Owners Corporation - Strata Plan 86799 undertake an inspection of all window child safety devices previously installed to windows and that the Managing Agent be authorised to engage an appropriately qualified third party to undertake this inspection.

7 OTHER COMPLIANCE MEASURES

That the Owners Corporation - Strata Plan 86799 consider other compliance measures applicable for the scheme and determine an appropriate action if required.

Notes: Other compliance measures may include roof anchor points, cooling towers, swimming pools, lifts etc.

8 PEST INSPECTION & TREATMENT

That the Owners Corporation - Strata Plan 86799 appoint a contractor to undertake a:

a. Termite inspection of the common property;
b. Pest treatment of the common property.

9 UTILITY SUPPLY AGREEMENTS

That the Owners Corporation - Strata Plan 86799 consider any agreement for the supply of electricity, gas or any other utility and determine any action required and authorise the Managing Agent to enter into a utility agreement if beneficial for the scheme up to a maximum agreement term of 3 years.

Note - Utility agreements that are on the books and records of the Owner's Corporation are available on the Owners Corporation's portal at www.thestratalife.com.au or by contacting your strata manager.

10 HEDGE TRIMMING

That the Owners Corporation - Strata Plan 86799 consider hedge trimming works via Agile Building Management at a cost of $1,600 + GST.

11 PRESSURE CLEANING QUOTES

That the Owners Corporation - Strata Plan 86799 discuss the cleaning of the garage flooring and external tiles.

Notes - As external floors are dirty and slippery when wet, BM obtain comparative quotes for pressure cleaning external floor tiles.

- Agile BM: $1,200.00 + GST
- Jet Pro Solutions: $3,490.00 + GST
- Aster Services: $1,200.00 + GST

Garage floor cleaning:

- Aster Services: $1,000.00 + GST

Agile BM: $990.00 + GST

12 INSTALLATION OF TAP

That the Owners Corporation - Strata Plan 86799 resolve by special resolution in accordance with Section 108(2) of the Act to install a tap in the bin area so the garbage room and bins can be cleaned, at the cost of the Owners Corporation for the purposes of improving or enhancing the common property. For clarity, the Owners Corporation shall have the responsibility for ongoing repair, maintenance and replacement (if required).

The only cost received at the time the meeting agenda was distributed was $2,646 + GST bit other options and quotes were being considered.

13 MOULD AFFECTING LOT 7 CAR

That the Owners Corporation - Strata Plan 86799 consider the request from Lot 7 to reimburse $440 cost for mould treatment to their vehicle.

Note - The advice from the mould treatment contractor is that as always he inspected the car to see what's causing the mould to appear inside the car. There were no leaks detected, no unusual amounts of water in the usual areas. Based on this he strongly believes the mould was caused as a result of the condition of the car park.

14 LIGHTING WORKS

That the Owners Corporation - Strata Plan 86799 consider quotations received for further works required to the common property lighting

- Quantum Fire Protection - 4675 - Emergency & Exit Lighting Repairs - $8,200.50
- All Styles Electrical - Amended 2034A - Emergency & Exit Lighting Repairs - $6,358.00

15 BUILDING MANAGERS HOURS

That the Owners Corporation - Strata Plan 86799 approve the additional 5 hours a week for the building manager on the property due to the continued excess hours spent as detailed below from Agile Building Management, at a cost of $58,000 + GST per annum.

As part of our commitment to efficient building management, I would like to propose an adjustment to our current contract. Let me please provide a breakdown of the current situation.

1. Hours Worked:
- Since our engagement, we have diligently completed 230.8 hours of building management duties. This exceeds the contractual agreement of 109 hours by a substantial margin.
- Our dedication to maintaining the property has resulted in additional effort beyond the original scope

2. Cost Implications:
• Based on the extra hours worked, we have incurred an additional cost of $9,744 + GST compared to what we initially charged for our services
• We believe that this investment is essential for the smooth functioning and upkeep of the building

3. Consistent Effort:
• Addressing all building issues requires time and attention. Our team consistently demonstrated the need for 20 hours per week to fulfil our management duties effectively.
• We remain committed to maintaining the highest standards of service

4. Special Offer:
• To ensure continued efficiency, we propose adjusting our contract. Specifically, we are prepared to offer the Owners Corporation a special rate for 15 hours per week
• In this arrangement, we would contribute an additional 5 hours from our own resources
• The revised cost for 15 hours per week would be $58,000 + GST (up from the original 10-hour contract at $39,000 + GST).

Note - The difference between the current contracted hours being undertaken by the Building Manager is 10 hours ($39,000) and the increase to 15 hours proposed on this agenda ($58,000) is $19,000.

<u>Average amount increase per unit (not taking into account units Unit Entitlement varies):</u>
$19,000 / 71 units = $267.60 per annum
Quarterly = $66.90 per quarter
Monthly = $22.30 per month

16 UPDATE REGARDING CONSULTANTS

That the Owners Corporation - Strata Plan 86799 discuss the most recent update from the consultants and determine how best to proceed.

Note - The most recent information prior to this agenda being distributed is included on the Strata Committee Meeting Minutes from page 22 of this agenda.

17 OUTSTANDING FIRE WORKS

That the Owners Corporation - Strata Plan 86799 discuss any update on outstanding fire related works.

18 CAPITAL WORKS FUND FORECAST

That the Owners Corporation - Strata Plan 86799 engage a suitably qualified consultant to prepare a capital works forecast.

Notes: If a report has been prepared, a copy will be available on the Owners Corporations portal at www.thestratalife.com.au or by contacting your strata manager. A new report is required to be obtained every 10 years, and for the report to be reviewed at least once every 5 years.

19 FINANCIAL INFORMATION

That the Owners Corporation - Strata Plan 86799 adopt the statement of key financial information prepared by the Owners Corporation for the administrative and the capital works funds for the 12 months ending 29/02/2024, together with the relevant auditor's report, if applicable.

20 AUDITOR

That the Owners Corporation - Strata Plan 86799 undertake an audit for the current financial period and appoint Economos as the auditor.

21 LEVY COLLECTION

That the Owners Corporation - Strata Plan 86799 authorise the Managing Agent and the Strata Committee, for the purpose of collecting levy contributions, interest and recovery costs, to do any of the following:

a. Levy Recovery Step 1: issue a reminder levy notice after 35 days from the levy due date;
b. Levy Recovery Step 2: issue 1st levy recovery letter after 64 days from the levy due date;
c. Levy Recovery Step 3: issue 2nd levy recovery letter after 94 days from the levy due date;
d. Levy Recovery Step 4: after 103 days after the original date the levy was due, and where the debt is in excess of $500.00, to appoint the services of a debt collection agency, seek legal advice, the provision of legal services for the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest, remove interest payable for late contributions, approve payment plans generally or for specific lot owners, the engagement of Solicitors and/or counsel for the purposes of proceedings, the managing agent to instruct the Solicitor and/or legal counsel in relation to the advice, services or action.

22 COMMISSIONS AND TRAINING SERVICES

That the Owners Corporation - Strata Plan 86799 note the below report from the Managing Agent on commissions and training services received and expected to be received:

<u>Commissions</u>

$4,740.78 in commissions was received by the Managing Agent in the last year, and a similar amount is expected to be received in the coming year.

<u>Training Services</u>

Training services received/provided to the Managing Agent by external service providers in the last year may have included:

- Legal Service providers and professional organisations including Strata Title Lawyers, Chambers Russell Lawyers, Bannermans Lawyers, Kerin Benson Lawyers, JS Mueller & Co, Strata Community Australia NSW and NSW Fair Trading
- Insurance service providers CHU Underwriting Agencies Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd).

Training services received from external service providers are estimated to be in excess of 10 hours per year per strata manager. The value of which is estimated at $250 in total, and an amount similar is expected to be received in the coming year.

Notes: Training is not a charge or expense to the Owners Corporation.

23 BY- LAW REVIEW

That the Owners Corporation - Strata Plan 86799 review the by-laws of the scheme, including any by-law motions included with this agenda and authorise the managing agent to engage a solicitor to carry out a consolidation of any changes to the by-laws.

24 MAJOR RENOVATIONS SPECIAL BY-LAW

That The Owners - Strata Plan 86799 resolve by Special Resolution, pursuant to Sections 136 and 141 of the Strata Schemes Management Act 2015, to make a Special By-Law in the terms and conditions set out below:

1. This by-law is made for the purposes of managing, regulating and controlling the carrying out of Major Renovations which affect the common property.

2. For the purposes of this by-law, "Owner" means any owner or owners of a lot in this strata scheme.

3. Each Owner has the right to undertake the following "Major Renovations" or "Works", subject to the following conditions and the Owners Corporation's rights -

(a) Work involving structural changes such as the removal of the whole or part of a load-bearing wall, or the installation of structural support beams;
(b) Work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, shutters, pergola or vergola or installation of a new window in a boundary wall of your apartment;
(c) Waterproofing works to the bathroom, kitchen and/or laundry walls within a lot which includes the laying of a new waterproof membrane;
(d) Waterproofing works to the external balconies and courtyards within a lot;
(e) Work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning & Assessment Act 1979.

4. Where any works covered under clause 3 of this by-law were undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.

5. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before undertaking the Major Renovations

6. The Owner must notify the Owners Corporation at least 21 days before undertaking the Major Renovations and obtain the prior written approval from -

(a) the Strata Committee of the Owners Corporation; and
(b) the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required); and
(c) any other relevant statutory authority whose requirements apply to undertaking the works.

7. The Owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:

(a) plans and drawings;
(b) specifications of work;
(c) if the works involve the replacement or removal of any wall or walls, then a report from a licensed structural engineer and certification that the removal of the wall or walls shall not undermine the structural integrity of the building;
(d) evidence of completed and lodged documentation if the works require a regulated design by a design practitioner as per the Design and Building Practitioners Act (2020) and Regulations (2021); and
(e) any other documents reasonably required by the Strata Committee.

8. The Strata Committee may require you to submit a by-law together with your written consent to that by-law if the Major Renovations will involve alterations or additions to a common area.

9. The Owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of $10,000,000 and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Strata Committee.

10. The Owner must ensure that all works undertaken comply with the standards as set out in the Building Code of Australia (BCA), Australian Standards and the Design and Building Practitioners Act (2020) and Regulations (2021) current at the time the works are undertaken.

Carrying out the Major Renovations

11. In carrying out the works, the Owner must:
    (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;
    (b) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
    (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
    (d) ensure security of the building by not causing the front security door to be fixed open for an unreasonable period of time;
    (e) only undertake works at the times approved by the Strata Committee;
    (f) not create noise that causes unreasonable discomfort, disturbance or interference with the activities of any other occupier of the building; and
    (g) remove all debris resulting from undertaking the works immediately from the building.

12. The Owner must ensure that the Major Renovations shall be done:
    (a) in a proper and workmanlike manner and by duly licensed contractors; and
    (b) in accordance with the drawings and specifications approved by the consent/statutory authority and the Strata Committee.

After completing the Major Renovations

13. If required, the Owner must deliver to the Strata Committee:
    (a) if the works involved waterproofing works to the kitchen, bathroom, laundry and external balcony/courtyard works, a waterproofing certificate by a Master Plumber or Certifier to evidence that the waterproofing has been applied
    in accordance with industry best practice and AS/NZS standards;
    (b) evidence that the requirements of the Design and Building Practitioners Act (2020) and Regulations (2021) have been met; and
    (c) any other document reasonably required by the Strata Committee in relation to the works undertaken by the Owner.

Repair and Maintenance

14. The Owner must, at the Owner's cost:
    (a) properly maintain and keep the common property to which the Major Renovations are erected or attached in a state of good and serviceable repair; and
    (b) properly maintain and keep the Major Renovations in a state of good and serviceable repair and must replace them (or any part of them) as required from time to time.

15. If the Owner removes the works or any part of the works undertaken under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

16. The Owner indemnifies the Owners Corporation against -
    (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or a person to the extent that such injury, loss or damage arises from or in relation to the Major Renovations;
    (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Major Renovations;
    (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Major Renovations; and
    (d) liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of repair of the common property attached to the Major Renovations.
    (e) not complying with the requirements of the Design and Building Practitioners Act (2020) and Regulations (2021);

17. Any loss and damage suffered by the Owners Corporation as a result of the Owner undertaking the Major Renovations may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

18. To the extent that section 106 (3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the works proposed under this by-law.

Breach of By-law

19. The Owners Corporation reserves the right to take action against the Owner to replace the Major Renovations or reinstate the common property affected by the works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

Miscellaneous

20. The Managing Agent is authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the Strata Schemes Management Act 2015.

25 RENOVATION - BATHROOM LOT 9/UNIT 17

That the Owners Corporation - Strata Plan 86799 resolve by special resolution to approve the bathroom renovation request, submitted by the owner of lot 9/Unit 17 and included with the meeting agenda. This approval is in accordance with the Minor Renovations Special By-law, Waterproofing Special By-law, Section 108 (2) and 110 of the Act and subject to the below conditions. For clarity, the owner of the lot will be responsible for ongoing maintenance.

Conditions:

- Any works undertaken are to be as per the plans and scope provided in the renovation application presented and approved by the Owners Corporation.
- Any building/installation costs and any ongoing maintenance to be at no cost to the Owners Corporation.
- The building works/installation is to be done in a workman like manner by a licensed and insured tradesman.
- The completed work is to be in keeping with the rest of the building.
- Any council approvals are to be arranged by the owner prior to works commencing.
- Waste material/debris is to be removed from the common property immediately and disposed of correctly at no cost to the Owners Corporation.
- The lot owners must ensure their contractors undertaking the renovations do not undertake works in a way that may trigger the fire alarm system, from excessive dust for example. The owner confirms they will be responsible for any false fire alarm callout fee from NSW Fire Services.
- No undue obstructions are to be caused to other residents during construction/installation.
- Sufficient notification to surrounding neighbours who will likely be affected by any noisy works is to take place prior to any works commencing.
- The above conditions to be binding on any successor in title.
- Any requirements under the schemes by-laws, Section 110 of the Act and Clause 28 of the Strata Schemes Management Regulation 2016 are adhered to.
- Work is only to be done during the hours stipulated by Council.

26 REIMBURSEMENT OF WATERPROOFING COST

That the Owners Corporation - Strata Plan 86799 consider the request from lot 9/Unit 17 to reimburse the cost of waterproofing of $3,998 inc GST back to the owner.

27 RENOVATION - BATHROOM LOT 28/UNIT 36

That the Owners Corporation - Strata Plan 86799 resolve by special resolution to approve the bathroom renovation request, submitted by the owner of lot 28/Unit 36 and included with the meeting agenda. This approval is in accordance with the Minor Renovations Special By-law, Waterproofing Special By-law, Section 108 (2) and 110 of the Act and subject to the below conditions. For clarity, the owner of the lot will be responsible for ongoing maintenance.

Conditions:

- Any works undertaken are to be as per the plans and scope provided in the renovation application presented and approved by the Owners Corporation.
- Any building/installation costs and any ongoing maintenance to be at no cost to the Owners Corporation.
- The building works/installation is to be done in a workman like manner by a licensed and insured tradesman.
- The completed work is to be in keeping with the rest of the building.
- Any council approvals are to be arranged by the owner prior to works commencing.
- Waste material/debris is to be removed from the common property immediately and disposed of correctly at no cost to the Owners Corporation.
- The lot owners must ensure their contractors undertaking the renovations do not undertake works in a way that may

trigger the fire alarm system, from excessive dust for example. The owner confirms they will be responsible for any false fire alarm callout fee from NSW Fire Services.
- No undue obstructions are to be caused to other residents during construction/installation.
- Sufficient notification to surrounding neighbours who will likely be affected by any noisy works is to take place prior to any works commencing.
- The above conditions to be binding on any successor in title.
- Any requirements under the schemes by-laws, Section 110 of the Act and Clause 28 of the Strata Schemes Management Regulation 2016 are adhered to.

Work is only to be done during the hours stipulated by Council.

28 REIMBURSEMENT FOR WORKS TO COMMON PROPERTY UNIT 45/LOT 65

That the Owners Corporation - Strata Plan 86799 consider the request for reimbursement for works paid by the owner to common property due to water penetration into unit 45/Lot 65 at a cost of $2,404.60 inc GST.

29 WATER INGRESS ISSUES

That the Owners Corporation - Strata Plan 86799 consider a number of other water penetration issues affecting units currently being investigated at the time this agenda was prepared

30 REPAIR OF LIFT CEILING

That the Owners Corporation - Strata Plan 86799 consider the quotation to repair the ceiling lift at a cost of $1,457. 40 + GST.

31 CARPET REPLACEMENT

That the Owners Corporation - Strata Plan 86799 consider replacement of the carpets in the common areas

32 INTERNAL PAINTING

That the Owners Corporation - Strata Plan 86799 consider internal painting of common areas.

Sylvo Painting:
- Lobbies and all residential levels: $35,200.00 + GST
- Lobbies only: $10,350.00 + GST

Slavomir Suga:
- Lobbies and all residential levels: $30,500.00 + GST
- Lobbies only: $6,800.00 + GST

SAS Painting:
- Lobbies and all residential levels: $48,087.88 + GST

Lobbies only: $9,880.23 + GST

33 BUDGET & LEVY CONTRIBUTIONS

That the Owners Corporation - Strata Plan 86799:

a. Adopt the estimated receipts and payments (budget) for the Administrative and Capital Works Funds included in the agenda;

b. Determines that the following amounts are to be levied to raise the estimated contributions:

Administrative Fund, the sum of **$364,100.00 inc GST**

Capital Works Fund, the sum of **$44,000.00 inc GST**

c. Those amounts are to be paid by regular equal instalments on:
1/06/2024, 1/09/2024, 1/12/2024, 1/03/2025.

d. Determine that the Administrative and Capital Works Funds contributions be continued at quarterly intervals until further determined.

Note - The levy last year was raised as follows:
Administrative Fund - $221,000.00 Inc GST
Capital Fund - $44,000.00 inc GST

As you can see the Capital fund remains the same as the previous period but there is a substantial increase proposed of 64.75% this year in to the Administrative fund.

On pages 72-73 of this agenda there is a levy table showing how much your levies will be if this increase is agreed to by the owners.

34 STRATA LOAN

That the Owners Corporation - Strata Plan 86799 consider Strata Loan proposals as possible funding options for the current or future works instead of, or alongside, special levies being raised.

35 SPECIAL LEVY

a. That the Owners Corporation - Strata Plan 86799:
Raise, under Section 81 (4) of the Act, a special levy of $200,000 inc GST to offset the shortfall in available funds necessary to pay for works included on the agenda for this meeting, to be raised to the Capital Works Fund as per the Unit Entitlement of the Strata Scheme.

b. Determine this special levy to be due and payable on or before a date decided by this meeting.

On pages 75-77 of this agenda there is a levy table showing how much your portion of a special levy of this amount would be if agreed to by the owners.

36 STRATA COMMITTEE

That the Owners Corporation - Strata Plan 86799:

a. Receive and record nominations for election to the Committee;
b. Receive and record any "connections" with the original owner (developer) or Building Manager disclosed by the candidates for election to the Committee in accordance with the Act;
c. Determine the number of members of the Committee; and
d. Elect members to the Committee.

37 RESTRICTED MATTERS

That the Owners Corporation - Strata Plan 86799 determine what, if any, restrictions be placed on the Committee that can only be decided upon at a general meeting.

Notes: These restrictions are in addition to those imposed by section 26(3) of the Act.

38 ANNUAL REPORTING REQUIREMENTS

That the Owners Corporation - Strata Plan 86799 authorise the Managing Agent to provide information, documents and updates to NSW Fair Trading required under sections 43, 43A, 43B and 43C of the Regulations and determine an emergency contact person for the scheme.

Notes: More information on the reporting requirements can be found here: https://www.thestratalife.com.au/strata-annual-reporting. A fee of $3 per lot is payable to NSW Fair Trading with the annual submission.
Information required includes, but not limited to the:

- *Strata plan number, date of registration and address,*
- *Number and purpose of lots;*
- *Date of the Annual Fire Safety Statement, if issued;*
- *Capital Works Fund balance*
- *Full name, telephone number and email address of the schemes:*
  Chairperson & Secretary;

Managing Agent;
Building manager, if applicable;
Emergency contact person and details of their connection with the scheme

39 VISITOR PARKING

That the Owners Corporation - Strata Plan 86799 discuss possible option for the ongoing visitor parking issues being experienced and determine how to proceed to rectify this.

40 ITEMS STORED ON COMMON PROPERTY

That the Owners Corporation - Strata Plan 86799 discuss the personal property being stored in common areas and resolve to have these removed.

41 ELECTRONIC VOTING

That the Owners Corporation - Strata Plan 86799 approve, pursuant to section 14, 14A and 15 of the Regulations:

a. Voting by means of teleconference, video-conferencing, email or other electronic means while participating in a meeting from a remote location; and
b. The adoption of voting wholly by pre-electronic voting by means of email or voting website for any meeting of the Owners Corporation other than the Annual General Meeting

42 MEETING DATE

That the Owners Corporation - Strata Plan 86799 set the date of the next Annual General Meeting and authorise the Committee and Managing Agent to amend that date if required.

Date of this notice: 03 May 2024

ADDITIONAL NOTES

The Manager of your Scheme is Robert Fothergill and can be contacted on (02) 9456 9965 or via email at robert@thestratalife.com.au.

Types of Resolution and Voting at the Meeting:
For voting purposes:

- an ordinary resolution is passed if a majority of the votes cast are in favour of it;
- a special resolution is passed if not more than 25% of the value of votes cast are against the resolution. The value of votes cast is calculated on the basis of unit entitlement.
- a unanimous resolution is passed if no vote is cast against it.

You can exercise your voting rights at the meeting in person or by proxy. If you are a corporation your voting rights can only be exercised in person by your company nominee registered on the Strata Roll or by the company's proxy after registration of the company nominee.
You, your company nominee or any person having authority to vote in respect of you cannot vote on a motion for an ordinary or special resolution unless the following amounts have been paid before the meeting:

- all contributions levied by the Owners Corporation that are payable at the date of this notice; and
- any other money that is recoverable by the Owners Corporation from you at the date of this notice.

If you are an owner, your vote does not count if a vote is cast on the same motion by:

- the mortgagee shown on the strata roll for your lot;
- the covenant chargee shown on the strata roll for your lot; or
- in the case of multiple mortgagees or covenant chargees the priority mortgagee or chargee shown on the strata roll for your lot.
- and if you have received at least two days' notice from the mortgagees or covenant chargees of their intention to exercise their priority vote.

Quorum
Clause 8, Schedule 1 to the Act requires that the provisions determining a quorum must be included in the notice.
Clause 17, Schedule 1 to the Act specifies the quorum provisions in the following terms:

(1) Quorum required for motion or election: A motion submitted at a general meeting of an Owners Corporation must not be considered, and an election must not be held, unless there is a quorum present to consider and vote on the motion or on the election.

(2) When a quorum exists: A quorum is present at a meeting only in the following circumstances:

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

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

(4) Procedure if no quorum: If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson may:

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

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

Definitions:
Act: Strata Schemes Management Act 2015 (NSW)
Committee: The Strata Committee of the Owners Corporation - Strata Plan 86799
Regulation: Strata Schemes Management Regulation 2016 (NSW)

NOTICE OF STRATA COMMITTEE MEETING

THE OWNERS CORPORATION - STRATA PLAN 86799

ADDRESS OF STRATA SCHEME: 2-4 Porter Street, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: A meeting of the Strata Committee of the Owners Corporation - Strata Plan 86799 will be held on Tuesday, 21 May 2024 immediately following the Annual General Meeting.

MEETING AGENDA:

1. DISCLOSURE OF PECUNIARY INTEREST
That the Strata Committee - Strata Plan 86799 note any declaration by a member of the Strata Committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

2. MINUTES
That the Strata Committee - Strata Plan 86799 approve the minutes of the last Strata Committee meeting and confirm them as a true record and accurate account of that meeting.

3. OFFICE BEARERS:
That the Strata Committee - Strata Plan 86799 elect a Chairperson, Secretary and Treasurer of the Strata Committee.

4. LIFT
That the Strata Committee - Strata Plan 86799 authorise the strata managing agent to obtain an Annual Safe To Operate/Maintenance Certificate for the lift(s). This is to be provided by the lift maintenance contractor for registration of the lifts with Safe Works NSW (All lifts).

ADDITIONAL NOTES

Quorum
Clause 12, Schedule 2 to the Act specifies that a quorum for a strata committee meeting is not less than one-half of the persons entitled to vote on a motion are present. If the strata committee has only one person, the quorum is achieved if that person is present.

In considering whether a quorum is present, regard must also be given to the provisions of clause 9 (4) of Schedule 2 to the Act wherein it states that a member of the strata committee is not entitled to vote (and therefore cannot be counted towards the achievement of a quorum) "if the member was, or was nominated as a member by a member who was, an unfinancial owner of a lot in the strata scheme at the date notice of the meeting was given and the amounts owed by the unfinancial owners were not paid before the meeting".

Disclosure of pecuniary interests
The Act has requirements for disclosure where a member of the Strata Committee has a direct or an indirect pecuniary interest in a matter being considered at the meeting or they have an interest that appears to raise a conflict with their role as a Strata Committee member. The nature of this disclosure and the subsequent action of recording such a disclosure is provided in Clauses 18 (2) of Schedule 2 to the Act wherein the following is prescribed:

18 (2) A disclosure by a member at a meeting of the strata committee that the member:
- is a member, or is in the employment, of a specified corporation or other body, or
- is a partner, or is in the employment, of a specified person, or
- has some other specified interest relating to a specified corporation or other body or to a specified person,

is a sufficient disclosure of the nature of the interest in any matter relating to that corporation or other body or to that person which may arise after the date of the disclosure and which is required to be disclosed.

StrataLife

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MINUTES OF A GENERAL MEETING

THE OWNERS CORPORATION - STRATA PLAN 86799

ADDRESS OF STRATA SCHEME: 2-4 Porter Street, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: A General Meeting of the Owners Strata Plan No. 86799 was held on Wednesday, 06 December 2023 via Zoom at 6:30 PM.

PRESENT:
E Aung (Lot 1 & Lot 77)
L Rincón & D Amaya (Lot 5)
C Metcalfe (Lot 7)
L Martini (Lot 12)
J Shuen (Lot 25)
S Lee (Lot 39)
C Kupdjian (Lot 41)
S Lawson (Lot 50)
J D'Mello (Lot 51)
K Gandhi (Lot 70)

IN ATTENDANCE: Robert Fothergill on behalf of Strata Life.

CHAIRPERSON & SECRETARY: Robert Fothergill was elected as Chairperson and Secretary of the meeting by invitation and declared a quorum after 30 Minutes.

1 MINUTES

RESOLVED: That the Owners Corporation - Strata Plan 86799 confirm the minutes of the last general meeting held on 27/07/2023 as a true record and accurate account of that meeting.

2 FINANCIAL POSITION

RESOLVED: That the Owners Corporation - Strata Plan 86799 received an update of the current financial position of the Strata Scheme.

3 REQUIREMENT FROM INSURANCE COMPANY

The Owners Corporation - Strata Plan 86799 noted the requirements from the insurer for the building who have provided a 6 month insurance policy with specific conditions as detailed below.

<u>CHU Underwriting Agency PTY LTD:</u>
Based on AFSS works that have been completed and expected timeline we will issue a 6-month policy in which time we will measure progress against what has been stated in order to consider offering further terms.

- Extraordinary General Meeting to be held to raise further funds and appoint the required experts.
- Inspection/report/preparation of specifications to be prepared early 2024.
- A further meeting called early 2024 to consider these reports and cost for works.

4 HYDRAULIC REPORT

The Owners Corporation - Strata Plan 86799 considered the Hydraulic Report included with the agenda from FEA Consulting.

5 APPOINTMENT OF CONSULTANT

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved the enclosed quotations from FEA Consulting - $6,000 + GST (stage 2), estimated cost for a plumber to attend with the consultants ($2,000 + GST) and RHM Consulting - $10,000 + GST (budget estimated by consultant).

6 UPDATE ON FIRE WORKS

The Strata Managing Agent provided an update on the current status of approved fire works and any outstanding matters.

This included:

- Fire Door works - The Strata Managing Agent advised that they were continuing to try and get an update on the finalisation of the fire door works which still seem to have some outstanding. We were again promised an update by Friday 8th December and will advise the Strata Committee.
- Passive Fire - The inspection of the passive fire equipment has been arranged for 11th December which was the earliest date available. Following this a report will be produced which will enable fruitful discussion on any outstanding matters, claims for works under warranty or sign off of this Schedule item for the Annual Fire Safety Statement
- Outstanding works - Following the 6 monthly inspection by Quantum Fire quotations for works were received and it was **RESOLVED** that the quotations totaling $3,410 + GST be accepted.

7 GREASE ARRESTOR WORKS

MOTION DEFEATED: That the Owners Corporation - Strata Plan 86799 approve the enclosed quotation from Watermark Plumbing ($5,243.60 + GST) for the installation of a larger grease arrestor system.

8 UNIT 17 WORKS

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved the quotation from Delyn Construction ($4,400 + GST) for the works required to stop water penetration into unit 17.

9 UNIT 37 CAR SPACE WORKS

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved the quotation from GVH Construction at a cost of $6,480 + GST to stop water penetration into unit 37 car space.

10 UNIT 84 CAR SPACE WORKS

RESOLVED: That the Owners Corporation - Strata Plan 86799 approve the enclosed quotation from Delyn Construction ($2,480 + GST) for the works required to stop water penetration into unit 84 car space.

11 OFFER FROM BUILDER RE CONSTRUCTION JOINT

The Owners Corporation - Strata Plan 86799 considered the offer received from the original builder to pay for one of the 3 quotations for rectification of the leaking construction joint estimated at $25,000 + GST, "subject to appropriate release and indemnification being in place" and **RESOLVED** that the Owners Corporation would consider their options further once further advise is received from the consultants appointed under motion 5 of this agenda as it is believed that these works might also be their responsibility.

12 APPROVAL OF LEGAL SERVICES

MOTION DEFEATED: That the Owners Corporation - Strata Plan 86799 approve the cost disclosure from Kerin Benson Lawyers for preparing a letter of advice setting out the available options and in relation to the previous motion, offer from Builder re construction joint, as detailed in the cost disclosure included in the meeting agenda ($3,000 + GST), and further authorise the Committee to liaise with the solicitor and provide instruction as required.

Note - The Owners Corporation would consider their options further once further advise is received from the consultants appointed under motion 5 of this agenda.

13 PEST TREATMENT

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved the undertaking of pest treatment to the common areas by Cavalier Pest Control ($880 inc GST).

14 PUMP WORKS AND SERVICE

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved the quotations included from SC Pumps for the replacement of the failed storm water pump ($4,252 inc GST) and the ongoing service of the pumps every 6 months at $231 inc GST per service.

15 CLEANING SERVICES

RESOLVED: That the Owners Corporation - Strata Plan 86799 considered the current cleaning services and determined that with the appointment of a Building Manager as per motion 16 this would be monitored by them with an expectation that the service improves and will be considered again at the next meeting of the Owners Corporation.

16 APPOINT BUILDING MANAGER

RESOLVED: That the Owners Corporation - Strata Plan 86799:

a. Appoint Agile Building Management Pty Ltd as a building manager in accordance with Section 67 of the Act and on the terms and conditions contained in their written agreement for a 12 month period with no roll over provision.
b. Authorise the Strata Managing Agent/Strata Committee to execute the building managers agreement to give effect to this appointment; and
c. Instruct the Managing Agent to affix the common seal of the Owners Corporation to the building manager's agreement in accordance with Section 273 of the Act.

17 SPECIAL LEVY

RESOLVED: That the Owners Corporation - Strata Plan 86799:

a. Raise, under Section 81 (4) of the Act, a special levy of $68,182 + GST to offset the shortfall in available funds necessary to pay for the works included in this agenda, upcoming consultants works and to cover the cost until the next budget period for the appointment of a building manager, to be raised to the Capital Works Fund as per the Unit Entitlement of the Strata Scheme.
b. Determine this special levy to be due and payable on 01/03/2024.

18 STRATA LOAN

The Owners Corporation - Strata Plan 86799 considered the enclosed loan proposals as possible funding options for the current or future works and **RESOLVED** not to proceed as a special levy was raised.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 08:44 PM.

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MINUTES OF A STRATA COMMITTEE MEETING

THE OWNERS CORPORATION - STRATA PLAN 86799

ADDRESS OF STRATA SCHEME: 2-4 Porter Street, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: A Strata Committee Meeting of the Owners Strata Plan 86799 was held on Tuesday, 16 April 2024 via Zoom and started at 05:30 PM.

PRESENT:

Eliza Zhao (Lot 64)
Joel D'Mello (Lot 51)
Chant Kupdjian (Lot 41)
Casey Metcalfe (Lot 7)

IN ATTENDANCE:
Robert Fothergill on behalf of Strata Life Pty Ltd
Pedro Schrage and Pavel Sala on behalf of Agile Building Management

CHAIRPERSON & SECRETARY: Robert Fothergill was elected as Chairperson and Secretary of the meeting by invitation.

1 DISCLOSURE OF PECUNIARY INTEREST

The meeting **NOTED** the following declarations from members of the Strata Committee of pecuniary interests for matters considered at the meeting:

- Eliz Zhao (4) in regards to motion 8
- Casey Metcalfe (15) in regards to motion 12

2 MINUTES

RESOLVED: That the Strata Committee - Strata Plan 86799 confirm the minutes of the last Strata Committee meeting as a true record and accurate account of that meeting.

3 BUILDING MANAGERS

The Building Managers report was tabled at the meeting.

4 FINANCIAL POSITION

RESOLVED: That the Strata Committee - Strata Plan 86799 considered and discussed the financial position of the Owners Corporation. The Strata Managing Agent confirmed that they will continue to follow up on the $11,900 in outstanding levies.

5 CHANGE OF CLEANING COMPANY

RESOLVED: That the Strata Committee - Strata Plan 86799 approved the quotation from Agile Building being Option A (Monday to Friday 17 hours/week) $3,167.67 + GST/month for cleaning services and authorised the strata managing agent to engage them and to terminate the services of Pharo cleaning. Further **RESOLVED** to not proceed with carpet cleaning at this time.

6 CHANGE OF GARDENER AND HEDGE WORKS

RESOLVED: That the Strata Committee - Strata Plan 86799 approved Agile Building Management to proceed with weekly service to improve garden at a cost of $480.00 + GST per service and authorised the strata managing agent to engage them and to terminate the services of Pharo Cleaning.

Further **RESOLVED** that Agile Building Management are going to enquire with their gardening team whether the hedge trimming ($1,600 + GST) as noted in the agenda can be pushed back due to lack of funds currently available.

7 GARAGE AND PRESSURE CLEANING EXTERNAL TILES

MOTION DEFERRED TO ANNUAL GENERAL MEETING: That the Strata Committee - Strata Plan 86799 discuss the cleaning of the garage flooring and external tiles.

8 UPDATE ON CONSULTANTS INSPECTION

The Strata Committee - Strata Plan 86799 discussed the latest update from the hydraulic and structural engineer consultant and tabled information from them which will also be included in the minutes of the meeting. The costs or their next steps have been advised as follows:

- Stage 3 Forensic Engineering: $7K- $12K
- Next stages for RHM Consulting: $33K - $55K.

The final report from RHM is still due to be received and that pricing is expected to be firmed up as part of that process.

It was **RESOLVED** that as the pricing from RHM was significantly more than expected that comparison costs from an alternative engineer is to be obtained so that decisions can be made and necessary funds raised at the upcoming Annual General Meeting.

It was noted by the Building Manager that to introduce an alternative consultant could necessitate a step back before moving forwards as they would likely need to inspect site themselves.

It was further noted by the Strata Managing Agent that we are unfortunately still not in a position to even be able to advise owners on the pricing for the actual works to rectify this defect, but that verbal advise from RHM Consulting was that "the works are likely going to be 6 figures" with an estimate between $100K-$300K for this to be completed with the requirements under the Design and Building Practitioners engineered solution. The advise from the engineer was that the reason for such a large variance on the cost estimate is that they will first have to complete some destructive testing to investigate how to resolve the issue.

9 MECHANICAL SERVICES

RESOLVED: That the Strata Committee - Strata Plan 86799 approved the cost from Summit Mechanical Services for repairing the faulty ventilation ($2,390.11 + GST), the lock and electrical repairs required ($742 + GST) and the 6-monthly maintenance services at $359.09 + GST per service.

10 LIFT PROTECTION

RESOLVED: That the Strata Committee - Strata Plan 86799 defer this matter as no quotations had been received by the date of this meeting.

11 GARBAGE ROOM TAP INSTALLATION

MOTION DEFERRED TO ANNUAL GENERAL MEETING: That the Strata Committee - Strata Plan 86799 consider the quotation for the installation of a tap at the cost of $2,646.20 + GST to allow for the installation of a tap so the garbage room and bins can be cleaned. **RESOLVED** that further quotations would be obtained and any alternative solution to this expense considered.

12 MOULD AFFECTING LOT 7 CAR

MOTION DEFERRED TO ANNUAL GENERAL MEETING: That the Strata Committee - Strata Plan 86799 consider the request from Lot 7 to reimburse $440 cost for mould treatment to their vehicle.

13 FURTHER LIGHTING WORKS

MOTION DEFERRED TO ANNUAL GENERAL MEETING: That the Strata Committee - Strata Plan 86799 consider quotations received for further works required to the common property lighting.

14 BUILDING MANAGERS HOURS

RESOLVED: That the Strata Committee - Strata Plan 86799 approve the additional 5 hours per week proposed by the building manager on the property due to the continued excess hours spent as detailed below from Agile Building Management, at a cost of $58,000 + GST, up to the Annual General Meeting where owners will be asked to ratify this decision.

As part of our commitment to efficient building management, I would like to propose an adjustment to our current contract. Let me please provide a breakdown of the current situation.

1. Hours Worked:
- Since our engagement, we have diligently completed 230.8 hours of building management duties. This exceeds the contractual agreement of 109 hours by a substantial margin.
- Our dedication to maintaining the property has resulted in additional effort beyond the original scope

2. Cost Implications:
• Based on the extra hours worked, we have incurred an additional cost of $9,744 + GST compared to what we initially charged for our services
• We believe that this investment is essential for the smooth functioning and upkeep of the building

3. Consistent Effort:
• Addressing all building issues requires time and attention. Our team consistently demonstrated the need for 20 hours per week to fulfil our management duties effectively.
• We remain committed to maintaining the highest standards of service

4. Special Offer:
• To ensure continued efficiency, we propose adjusting our contract. Specifically, we are prepared to offer the Owners Corporation a special rate for 15 hours per week
• In this arrangement, we would contribute an additional 5 hours from our own resources
• The revised cost for 15 hours per week would be $58,000 + GST (up from the original 10-hour contract at $39,000 + GST).

15 UPDATE ON OUTSTANDING FIRE WORKS

RESOLVED: That the Strata Committee - Strata Plan 86799 approved the quotation from Quantum Fire to consolidate the passive fire reports received and provide specific advise on any issues with previous works completed by Bowsers at a cost of $1,700 + GST. Further **RESOLVED** that the decision to install access panels at a cost of $15,600 + GST has been deffered to the Annual General Meeting so that owners can consider funds needing to be raised and a special resolution passed to enable this change to common property.

16 CHANGE OF FIRE COMPANY

MOTION DEFEATED: That the Strata Committee - Strata Plan 86799 discuss the possible change of fire contractors for the annual servicing of the Strata Scheme.

Noted - Quantum Fire are to remain until this year's Annual Fire Safety Statement is received and the consolidated report on the passive fire assets received and then this will considered again.

17 REVIEW OF BY-LAWS

The Strata Committee - Strata Plan 86799 discussed possible changes required to the schemes by-laws and **RESOLVED** that the Strata Managing Agent will consider what can be placed on the agenda for the next General Meeting.

18 INTERNAL PAINTING

MOTION DEFERRED TO THE ANNUAL GENERAL MEETING: That the Strata Committee - Strata Plan 86799 consider internal painting of common areas. **RESOLVED** that the building manager will arrange for quotation for replacement of the carpet for consideration of the owners at the Annual General Meeting as well.

19 MEETING DATE

RESOLVED: That the Strata Committee - Strata Plan 86799 set the date of the Annual General Meeting for Tuesday 21st May 2024 and authorise the Committee and Managing Agent to amend that date if required.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:20 PM.

Notes:

- That the request for reimbursement ($2,404.60) for works completed by the owner of unit 45/lot 65 to the common property balcony door be added to the agenda of the Annual General Meeting.
- That the quotation for the cleaning of the retention tank ($4,200) following the leak from Sydney Water pipes be lodged with Sydney Water to check that they will reimburse the Owners corporation before the works proceed.
- A number of water ingress issues that occurred with the very large volume of water penetration are currently being investigated by a remedial builder as they seem to be similar to other issues that have been resolved around the building. The following units have reported water ingress issues - 8, 35, 36, 49 & 67.
- That the quotation for repair of the broken ceiling in the lift ($1,457.40 + GST) be considered at the Annual General Meeting.
- That the quotation for odor control system to be installed in the garbage room ($200 per month) be deferred until after the new cleaner has started to see if this improves.
- That a motion regarding the issues with visitor parking be included on the agenda for the Annual General Meeting Agenda to discuss possible options.
- That the Strata Managing Agent is to circulate a letter to all residents advising them that items stored on common property will be removed and a motion be considered at the Annual General Meeting to approve this removal.

Forensic Engineering and RHM Consulting Email Updates following site inspection

From: Sam Nolan <snolan@rhmeng.com>
Sent: Tuesday, 16 April 2024 3:33 PM
To: Robert Fothergill <Robert@thestratalife.com.au>
Cc: Samantha Dudman <Samantha@thestratalife.com.au>; Ryde BM <ryde@agilebm.com.au>; Tom Jackson <tjackson@rhmeng.com>; Curtis Payne <cpayne@rhmeng.com>
Subject: RE: Work order 020847 for Strata Plan 86799 - 2-4 Porter Street, RYDE NSW 2112 –

Hydraulic Report Recommendations

Hi Robert,

Further to our discussion this afternoon.

Item 2 below is straightforward.

Item 1 below is complicated due to:

- How works can be demarcated (where to start/stop the works);
- How waterproofing works can be designed to meet "Deem-to-Satisfy" requirements under the Building Code of Australia (in layman's terms a design that complies with the relevant Standards/metrics as opposed to a "bespoke alternative solution");

We are still reviewing how we can implement a solution. We are currently completing this under our hourly rates engagement.

At this point in time, we still do need to do more review work. We are getting to the point where we will likely put forward recommendations to complete exploratory work comprising demolishing areas of tiling/bedding, spray testing doors etc. etc. We would complete this on the same hourly rate engagement. Within the next week or so, we will put together a report/proposal explaining our findings and how this can progress. At this point in time, we have not expended alot of cost with this review process. However, to progress this further, the OC will need to invest a lot more. Our report will allow to OC to review and determine if they want to commit to this. It will look like:

1. Stage 1 – Destructive Investigation Works (hourly rates basis) – Budget approx. $8,000.00 - $15,000.00 plus GST;
2. Stage 2 – Specification /coordination of waterproofing and drainage design – Budget approx. $20,000.00 - $25,000.00 plus GST;
3. Stage 3 – Preparation of Regulated Design and Construction Issue Regulated Design Drawings – Budget approx. $5,000.00 - $15,000.00 plus GST.

The above costs are just indicative figures at this point in time. When we provide our report/proposal, it will have more particulars and accurate/refined costs.

From: Sam Nolan
Sent: Tuesday, April 9, 2024 5:44 PM
To: Robert Fothergill <Robert@thestratalife.com.au>; Simon Ingegneri <simon@forensicengineeringaustralia.com>; Lee Jones <Lee@FJGroup.com.au>
Cc: Samantha Dudman <Samantha@thestratalife.com.au>; Ryde BM <ryde@agilebm.com.au>; Tom Jackson <tjackson@rhmeng.com>; Curtis Payne <cpayne@rhmeng.com>
Subject: RE: Work order 020847 for Strata Plan 86799 - 2-4 Porter Street, RYDE NSW 2112 - Hydraulic Report Recommendations

Hi Robert and All,

We met with FEA on site to review two items. To keep things simple, we'll denote them as FEA have done being:

1. Defective Overflow provisions (at the Ground floor);
2. Defective Basement Drainage.

FEA is doing the hydraulic aspect. RHM is looking at the waterproofing aspect. The waterproofing and drainage are intertwined and coordinated to produce a solution.

To put it simply, to rectify "water issues", it is either primarily addressed with a waterproofing design supplemented by a drainage design or vice versa. In this case:

- *Defective Overflow provisions (at the Ground floor)* will need to be addressed with a waterproofing design supplemented by a drainage design;
- *Defective Basement Drainage* will need to be addressed with a drainage design supplemented by a waterproofing design.

The technical aspects on the above issues are as follows.

Item 1 - Defective Overflow provisions (at the Ground floor)

The primary "water issue" in this instance relates to finished levels. Specifically, the finished level of the external area, the finished level of the internal area, the finished level water overflow, and the finished level of waterproofing.

The design of the external area needs to have the waterproofing height above the level of the overflow. The design principal is that in a worst case scenario, drainage systems become blocked in combination with a heavy deluge, the interior of the building needs to be protected and directed away from the building. This is achieved by:

- Ensuring the overland path of water flow to drainage is effective and efficient (achieved through falls and adequate drainage);
- Having the waterproofing around the perimeter of the external area higher than the level of the overflow (this is achieved through structure like step downs or hobs in concrete slabs and vertical membrane terminations with flashings);
- Ensuring that the overland path of overflow water is direct and of low risk of blockage or restriction.

In this instance, the ground floor has the following design faults (in our view):

- The waterproof membrane vertical upturn termination for the perimeter of the building appears to retro-fitted and not correctly interfaced up behind floor-to-ceiling doors and windows. This would likely cause overflow and lateral water ingress issues;
- The finished heights of the waterproofing compared to the overflow height appear to be lower;
- The path of overland overflow is from the northern side of the property towards the entry of property at the south-eastern corner of the property.

There is a roof/awning above these areas which would help mitigate risk limiting water load however with prolonged wind driven rain, water load is still going to accumulate on the area.

We will need to consider a primary waterproofing design for:

- Waterproof upturn heights;
- Falls and finish levels of external areas;
- Removal of windows and doors to implement correct waterproof detailing and construct a structural element (e.g a concrete hob) so that there is stable substrate to waterproof and prevent lateral water ingress;
- Consultation with FEA about location and sizing of drains and overflows.

We also needs to be considered is 'demarcation' as the extent and termination of waterproofing. We note that the perimeter planterboxes are porous and likely leak water. In that case, we will need to review that because waterproofing work done on the external areas is of risk of bypass from surrounding areas.

We are still reviewing this and will advise on a solution in due course.

Item 2 - Defective Basement Drainage

The issue is that water penetration is occurring into the basement carpark. It is common to have water penetration into basement carparks. It is generally expected. It is typically managed by drainage within the carpark with perimeter drains and gutters controlling and directing the water into the stormwater drainage system.

FEA needs to provide a primary solution with designing the number and size of the drains within the carpark to be implemented to correctly control and discharge the expect volume of water that enters the carpark.

With the drainage design, we will be able to supplement this with a design for the perimeter gutters/drains (i.e a concrete hob offset from the base of the walls), and then the manner to which it is waterproofed and finished to contain the water with the drain and direct it to stormwater pits. There will also need to be designs to consider the cutting, coring and reinstatement of concrete slabs.

From: Simon Ingegneri <simon@forensicengineeringaustralia.com>
Sent: Wednesday, 3 April 2024 1:29 PM
To: Robert Fothergill <Robert@thestratalife.com.au>; Sam Nolan <snolan@rhmeng.com>
Cc: Samantha Dudman <Samantha@thestratalife.com.au>; Ryde BM <ryde@agilebm.com.au>
Subject: RE: Work order 020847 for Strata Plan 86799 - 2-4 Porter Street, RYDE NSW 2112 - Hydraulic Report Recommendations

Hi Robert,

I have completed documenting my findings from the investigation works carried out last week (stage 2 scope set out in my Fee Proposal).

Please find the same attached.

Please note in addition to the deficiencies in the basement perimeter drainage system, there are also numerous deficiencies in the inground stormwater system (that I have marked in red on the attached).

I will now be able to use this information to document the rectification works required.

In the following stage of the works (stage 3 scope set out in my Fee Proposal), I will:

1. Document the conceptual design to rectify the perimeter drainage deficiencies;
2. Meet RHM onsite to co-ordinate their works and my works regarding the basement perimeter drainage system;
3. Document the design to rectify the perimeter drainage deficiencies; and
4. Document the work required to rectify the additional inground deficiencies that I have identified.

Please advise any question or if you would like to discuss any aspect of the works.

I highly recommend that the OC retain a plumber to maintain the existing basement stormwater system, without delay (this should form part of their scheduled maintenance).

From: Simon Ingegneri <simon@forensicengineeringaustralia.com>
Sent: Tuesday, 2 April 2024 3:05 PM
To: Robert Fothergill <Robert@thestratalife.com.au>; Sam Nolan <snolan@rhmeng.com>; Lee Jones <Lee@FJGroup.com.au>
Cc: Samantha Dudman <Samantha@thestratalife.com.au>; Ryde BM <ryde@agilebm.com.au>
Subject: RE: Work order 020847 for Strata Plan 86799 - 2-4 Porter Street, RYDE NSW 2112 - Hydraulic Report Recommendations

Hi Robert,

Update as follows:

RHM and I attended last week for the purpose of progressing the stage 2 investigations that I have previously set out.

- Regarding the Defective Overflow provisions (at the Ground floor)
  - This is primarily a waterproofing item;
  - RHM will be "leading the charge" with this item;
  - To the extent there is Hydraulic input required to rectify this item, RHM and I will liaise to incorporate the same; and
  - I will let RHM report further on this item.

- Regarding the Defective Basement Drainage set out in the FEA Report
  - I have surveyed the entire basement 2 stormwater system;
  - I am currently in the process of documenting the my findings;
  - RHM and I reviewed this whilst onsite, and we have agreed the concept of what we are both documenting; and
  - The next step is for these works to be documented (set out as stage 3 in my fee proposal).

I will touch base when I complete what I have defined as stage 2 deliverables, that I expect to be over the course of this week.

Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0009907
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	05/11/2023 to 05/05/2024 at 4:00pm
The Insured	THE OWNERS - STRATA PLAN 86799
Situation	2 PORTER STREET RYDE NSW 2112

Policies Selected

Policy 1 – Insured Property
Building: $31,310,000
Common Area Contents: $313,100
Loss of Rent & Temporary Accommodation (total payable): $4,696,500

Policy 2 – Liability to Others
Sum Insured: $30,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $250,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $5,000,000

Policy 6 – Machinery Breakdown
Sum Insured: $100,000

Policy 7 – Catastrophe Insurance
Not Selected

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: $250,000

Flood Cover is included.

Date Printed 31/10/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

STRATA PLAN 86799

Financial Statement

For the Year Ended 29 February 2024

North Shore
3/143 Pacific Ferry Road
Hornsby NSW 2077
Northern Beaches
21 Lawrence Street
Freshwater NSW 2096
(02) 9456 9965
contact@thestrataslife.com.au
www.thestrataslife.com.au
ABN: 27 627 346 598

Balance Sheet
As at 29/02/2024

The Owner's Corporation SP 86799 — 2-4 Porter Street, RYDE NSW 2112

	Note	Current period	Previous year
Owners' funds			
Administrative Fund			
Operating Surplus/Deficit--Admin		(47,174.00)	46,782.95
Owners Equity--Admin		42,364.81	(4,418.14)
		(4,809.19)	42,364.81
Capital Works Fund			
Operating Surplus/Deficit--Capital Works		(12,086.48)	(67,626.77)
Owners Equity--Capital Works		(37,148.00)	30,478.77
		(49,234.48)	(37,148.00)
Net owners' funds	1(e)	-$54,043.67	$5,216.81
Represented by:			
Assets			
Administrative Fund			
Cash at Bank--Admin		43,302.63	74,779.67
Prepaid Expenses--Admin		0.00	2,479.30
Receivable--Levies--Admin		6,042.97	14,149.50
Receivable--Other--Admin		0.00	90.00
Receivable--Owners--Admin		2,233.71	(200.00)
		51,579.31	91,298.47
Capital Works Fund			
Cash at Bank--Capital Works		3,475.15	(38,759.95)
Receivable--Levies--Capital Works		801.97	1,063.39
Receivable--Levies (Special)--Capital Works		1,125.91	0.00
		5,403.03	(37,696.56)
Unallocated Money			
Cash at Bank--Unallocated		77.67	0.00
		77.67	0.00
Total assets		57,060.01	53,601.91
Less liabilities			
Administrative Fund			
Creditor--GST--Admin		(746.00)	2,590.45
Deposits Received--Keys--Admin		4,845.46	4,845.46
Prepaid Levies--Admin		41,610.56	41,459.75
Suspense--Admin		0.00	38.00
Loan--Premium Funding	2	10,678.48	0.00
		56,388.50	48,933.66
Capital Works Fund			
Creditor--GST--Capital Works		(6,858.47)	(3,664.09)
Prepaid Levies--Capital Works		10,154.64	3,115.53
Prepaid Levies (Special)--Capital Works		51,341.34	0.00
		54,637.51	(548.56)

	Current period	Previous year
Unallocated Money		
Prepaid Levies--Unallocated	77.67	0.00
	77.67	0.00
Total liabilities	111,103.68	48,385.10
Net assets	-$54,043.67	$5,216.81

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ABN: 27 627 346 598

Income & Expense Report for the financial year to 29/02/2024

The Owner's Corporation SP 86799 — 2-4 Porter Street, RYDE NSW 2112

Administrative Fund

	Note	Current period 01/03/2023-29/02/2024	Annual budget 01/03/2023-29/02/2024	Previous year 01/03/2022-28/02/2023
Revenue				
Interest on Arrears--Admin		562.15	0.00	329.61
Levies Due--Admin		205,463.14	201,000.00	214,385.59
Status Certificate Fees		1,798.00	0.00	435.00
Strata Roll Inspection Fees		0.00	0.00	93.00
Total revenue		207,823.29	201,000.00	215,243.20
Less expenses				
Admin--Agent Disbursements		2,583.95	2,500.00	6,423.43
Admin--Agent Disburst-- Work Orders/Quote Requests		2,405.44	2,000.00	1,565.43
Admin--Agent Disburst--Couriers		0.00	0.00	126.00
Admin--Auditors--Audit Services		0.00	750.00	750.00
Admin--Auditors--Taxation Services		0.00	500.00	375.00
Admin--Bank Charges--Account Fees		37.60	470.00	464.96
Admin--Bank Charges--With GST		247.52	80.00	83.58
Admin--Legal & Debt Collection Fees		(200.43)	0.00	0.00
Admin--Management Fees - Schedule B		10,316.23	8,000.00	1,878.35
Admin--Management Fees--Standard		14,212.13	14,550.00	13,799.03
Admin--Preparation of reports for taxation		1,345.45	1,200.00	272.72
Admin--Registration/License/Permit Fees		631.82	300.00	63.64
Admin--Status Certificate Fees Paid		1,798.00	0.00	326.00
Admin--Strata Inspection Fees Paid		0.00	0.00	127.55
Insurance--Premiums	3	45,390.32	52,000.00	23,740.06
Insurance--Valuation		600.00	0.00	0.00
Maint Bldg--Building Management		13,822.00	10,000.00	2,600.00
Maint Bldg--Cleaning		1,700.00	600.00	0.00
Maint Bldg--Cleaning & Lawns		41,708.50	41,000.00	0.00
Maint Bldg--Cleaning--Contracts		0.00	0.00	40,900.00
Maint Bldg--Doors & Windows		1,700.00	1,700.00	0.00
Maint Bldg--Electrical		805.00	1,000.00	1,058.45
Maint Bldg--Electrical Lamps & Tubes		0.00	500.00	650.00
Maint Bldg--Fire Protection		16,617.39	7,000.00	13,960.05
Maint Bldg--Fire Protection--Contract		0.00	0.00	5,045.80
Maint Bldg--Garage Door--Remote controls		386.20	0.00	0.00
Maint Bldg--Garage Doors		1,322.00	1,500.00	450.00
Maint Bldg--General Repairs		2,130.00	3,000.00	0.00
Maint Bldg--Hot Water Service		1,896.05	3,000.00	1,494.00
Maint Bldg--Intercom		560.00	0.00	0.00

Administrative Fund

	Current period 01/03/2023-29/02/2024	Annual budget 01/03/2023-29/02/2024	Previous year 01/03/2022-28/02/2023
Maint Bldg--Lift	15,268.56	12,000.00	0.00
Maint Bldg--Lift--Maintenance Contract	0.00	0.00	13,338.35
Maint Bldg--Lift--Registration Fees	217.19	0.00	165.71
Maint Bldg--Lift--Telephone	1,485.00	1,000.00	227.00
Maint Bldg--Locks, Keys & Card Keys	460.24	1,500.00	2,194.96
Maint Bldg--Miscellaneous	0.00	0.00	55.00
Maint Bldg--Pest/Vermin Control	0.00	500.00	0.00
Maint Bldg--Plumbing & Drainage	10,510.35	6,500.00	8,458.67
Maint Bldg--Pumps	1,593.86	0.00	0.00
Maint Grounds--Fencing--Boundary	400.00	0.00	0.00
Maint Grounds--Tree Lopping/Removal	0.00	0.00	850.00
Utility--Electricity	17,826.12	14,000.00	8,762.51
Utility--Rubbish Removal	0.00	0.00	509.00
Utility--Water & Sewerage	45,220.80	55,000.00	17,745.00
Total expenses	254,997.29	242,150.00	168,460.25
Surplus/Deficit	(47,174.00)	(41,150.00)	46,782.95
Opening balance	42,364.81	42,364.81	(4,418.14)
Closing balance	-$4,809.19	$1,214.81	$42,364.81

Capital Works Fund

	Current period 01/03/2023-29/02/2024	Annual budget 01/03/2023-29/02/2024	Previous year 01/03/2022-28/02/2023
Revenue			
Interest on Arrears--Capital Works	249.55	0.00	24.80
Levies Due (Special)--Capital Works	90,908.81	100,000.00	0.00
Levies Due--Capital Works	32,036.72	40,000.00	16,113.54
Total revenue	123,195.08	140,000.00	16,138.34
Less expenses			
Admin--Legal Fees	0.00	0.00	88.00
Admin--Other Expenses--Capital Works	0.00	0.00	80.00
Maint Bldg--Consultants	1,860.00	10,000.00	1,380.00
Maint Bldg--Doors & Windows	7,660.00	1,500.00	0.00
Maint Bldg--Fire Protection	84,340.91	35,000.00	66,531.00
Maint Bldg--Garage Doors	3,250.00	5,000.00	4,360.00
Maint Bldg--General Repair/Replacement	11,225.00	2,000.00	0.00
Maint Bldg--Hot Water Service	6,100.00	0.00	2,911.65
Maint Bldg--Lift--Refurbishment/Upgrading	1,426.00	0.00	0.00
Maint Bldg--Locks,Keys & Card Keys	584.52	0.00	0.00
Maint Bldg--Plumbing & Drainage	6,558.74	5,000.00	8,414.46
Maint Bldg--Pumps	5,796.39	0.00	0.00
Maint Bldg--Structural Rectification	0.00	40,000.00	0.00
Maint Grounds--Driveways/Roads/Paths	6,480.00	0.00	0.00
Total expenses	135,281.56	98,500.00	83,765.11
Surplus/Deficit	(12,086.48)	41,500.00	(67,626.77)
Opening balance	(37,148.00)	(37,148.00)	30,478.77
Closing balance	-$49,234.48	$4,352.00	-$37,148.00

Strata Plan 86799

Notes to the Financial Statement
For the Year Ended 29 February 2024

1 Summary of Significant Accounting Policies

General Information

This financial report covers Strata Scheme 86799 (the "scheme") as an individual entity. The strata committee of the scheme have determined that the Plan is not a reporting entity.

Basis of Preparation

The financial report is a special purpose financial report that has been prepared in order to satisfy the financial reporting requirements of *Strata Schemes Management Act 2015*.

The financial report has been prepared from the records of the strata title. The following material accounting policies, which are consistent with the previous period unless otherwise stated, have been adopted in the preparation of this financial report.

(a) Cash

Cash include deposits held at call with banks.

(b) Revenue and Expenditure

Revenue is measured at the fair value of the consideration received or receivable. Levies due and receivable are accounted for under the accrual basis of accounting.

Any other income and all expenditure is accounted for on a cash basis and is brought to account when the income is received or the expense is paid, except otherwise stated.

(c) Income Taxes

Where applicable, income tax expense will be shown in the Statement of Financial Performance.

Income tax is payable on non-mutual income. Where income is derived from using common property, the individual lot owners are assessed under Tax Ruling TR2015/3.

(d) Goods and Services Tax (GST)

The strata accounts for GST are on a cash basis, revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office. In these circumstances the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense. Receivables and payables in the Statement of Financial Position are shown inclusive of GST.

(e) Deficit for the year

As at year end, the total funds are in deficit amounting to $54,043.67.

Section 79 Part (3) requires that "When estimating amounts needed to be credited to the administrative fund or the capital works fund, the Owners Corporation must have before it, and take into account, a statement of the existing financial situation of the strata scheme and an estimate of receipts and payments."

When the budget is being considered by the Owners Corporation at the next Annual General Meeting, the Administrative Fund should be brought back into surplus by increasing the annual budget for the fund in deficit to cover both the anticipated expenditure for the financial year plus the deficit brought forward from the previous year.

2 Loan – Premium Funding **$10,678.48**

This is a loan with IQumulate Premium Funding for a total of $30,279.21 which is being repaid over a 6-month period for the insurance of the building. The loan commenced 31 October 2023 and monthly repayments of $5,339.23 are being made from Administration fund.

3 Insurance – Premiums **$45,390.32**

The Insurance Premium expensed this year only covers a 9 month period from 5 August 2023 to 5 May 2024, and should not be used as a reference for the budget for future years.

Economos Strata Services Pty Ltd
+61 2 9266 2200
economos.com.au
PO Box Q285
QVB Post Office
Sydney NSW 1230

INDEPENDENT AUDITOR'S REPORT
TO THE OWNERS OF STRATA PLAN 86799

Report on the Audit of Financial Report

Opinion

We have audited the accompanying financial report, being a special purpose financial report of Strata Plan 86799 for the year ended 29 February 2024 comprising the Statement of Financial Position and Statement of Financial Performance in respect of the Administrative Fund Account and Capital Works Fund Account for the year then ended and a summary of significant accounting policies and other explanatory information.

In our opinion the financial report presents fairly, in all material respects, the financial position of Strata Plan 86799 as at 29 February 2024 and of its performance for the year then ended in accordance with the *Strata Schemes Management Act 2015* and the basis of accounting policies described in Note 1.

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Report section of our report. We are independent of Strata Plan 86799 and Strata Life Pty Limited in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (the "Code") that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

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

Emphasis of Matter

We draw attention to Note 1 (e) to the financial statements which describe the reported deficit as at 29 February 2024. Our opinion is not qualified in respect of this matter.

Our liability is limited by a scheme approved under professional standards legislation

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Sydney NSW 1230

The Responsibility of the Owners' Corporation and Managing Agent for the Financial Report

The Owner's Corporation and Managing Agents (Strata Life Pty Limited) are responsible for the preparation and fair presentation of the financial report and have determined that the accounting policies described in Note 1 to the financial report are appropriate to meet the requirements of the *Strata Schemes Management Act 2015* and are appropriate to meet the needs of the owners of Strata Plan 86799. The Owner's Corporation and Managing Agents responsibility also includes designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the Owner's Corporation and Managing Agents are responsible for assessing the ability of the Strata Plan 86799 to continue as a going concern, disclosing as applicable matters related to the going concern and using the going concern basis of accounting

Auditor's Responsibilities for the Audit of the Financial Report

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

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

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by responsible entities.

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Auditor's Responsibilities for the Audit of the Financial Report (continued)

- Conclude on the appropriateness of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Strata Plan 86799 ability to continue as a going concern. If we conclude that a material uncertainty exists, or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Strata Plan 86799 to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

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

ECONOMOS STRATA SERVICES PTY LTD



G T VENARDOS
Registered Company Auditor
Dated in Sydney, this 8th day of April 2024

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3/143 Pacific Ferry Road
Hornsby NSW 2077
Northern Beaches
91 Clarence Street
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Levy Positions - Complete
for the financial year to 29/02/2024

The Owner's Corporation SP 86799 — 2-4 Porter Street, RYDE NSW 2112

Administrative Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
1	9	31/05/2024	3,341.24	4,140.26	0.00	799.02	0.00	0.00	0.00	0.00	0.00	0.00	303.76
2	10	31/05/2024	3,296.98	4,085.42	0.00	788.44	0.00	0.00	0.00	0.00	0.00	2.96	299.74
3	11	31/05/2024	2,633.16	3,262.85	0.00	629.69	0.00	0.00	0.00	0.00	0.00	0.00	239.36
4	12	31/05/2024	2,743.80	3,399.95	0.00	656.15	0.00	0.00	0.00	0.00	0.00	0.00	249.44
5	13	31/05/2024	3,296.98	4,085.42	0.00	788.44	0.00	0.00	0.00	0.00	0.00	0.00	299.74
6	14	31/05/2024	3,252.72	4,030.57	0.00	777.85	0.00	0.00	0.00	0.00	0.00	0.00	295.70
7	15	29/02/2024	2,810.18	3,474.93	0.00	664.75	0.00	0.00	0.00	0.00	0.00	0.18	255.46
8	8	31/05/2024	3,186.34	3,948.32	0.00	761.98	0.00	0.00	0.00	0.00	0.00	9.34	289.66
9	17	31/05/2024	3,363.36	4,167.67	0.00	804.31	0.00	0.00	0.00	0.00	0.00	8.75	305.76
10	18	31/05/2024	3,186.34	3,948.32	0.00	761.98	0.00	0.00	0.00	0.00	0.00	0.00	289.66
11	19	31/05/2024	2,655.28	3,290.26	0.00	634.98	0.00	0.00	0.00	0.00	0.00	0.00	241.40
12	20	31/05/2024	2,765.92	3,427.36	0.00	661.44	0.00	0.00	0.00	0.00	0.00	0.00	251.44
13	21	29/02/2024	3,186.34	3,186.55	0.00	0.21	0.00	0.00	0.00	0.00	0.00	9.39	289.66
14	22	29/02/2024	3,274.86	3,274.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	297.72
15	23	29/02/2024	2,832.32	3,482.94	0.00	650.62	0.00	0.00	0.00	0.00	0.00	24.49	257.48
16	16	31/05/2024	3,186.34	3,948.32	0.00	761.98	0.00	0.00	0.00	0.00	0.00	0.00	289.66
17	25	31/05/2024	3,385.48	4,195.08	0.00	809.60	0.00	0.00	0.00	0.00	0.00	0.00	307.78
18	26	31/05/2024	3,363.36	4,167.67	0.00	804.31	0.00	0.00	0.00	0.00	0.00	0.00	305.76
19	27	31/05/2024	2,677.42	3,317.70	0.00	640.28	0.00	0.00	0.00	0.00	0.00	0.00	243.40
20	28	31/05/2024	2,810.18	3,482.20	0.00	672.02	0.00	0.00	0.00	0.00	0.00	0.00	255.46

Administrative Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
21	29	31/05/2024	3,363.36	4,167.67	0.00	804.31	0.00	0.00	0.00	0.00	0.00	0.00	305.76
22	30	31/05/2024	3,296.98	3,296.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	299.74
23	31	31/05/2024	2,500.40	3,098.34	0.00	597.94	0.00	0.00	0.00	0.00	0.00	0.00	227.32
24	24	31/05/2024	3,274.86	4,058.01	0.00	783.15	0.00	0.00	0.00	0.00	0.00	0.00	297.72
25	33	31/05/2024	3,429.76	3,429.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.85	311.80
26	34	31/05/2024	3,407.64	4,222.54	0.00	814.90	0.00	0.00	0.00	0.00	0.00	0.00	309.78
27	35	31/05/2024	2,699.56	2,699.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.89	245.42
28	36	31/05/2024	2,832.32	3,509.64	0.00	677.32	0.00	0.00	0.00	0.00	0.00	29.40	257.48
29	37	31/05/2024	3,407.64	4,222.54	0.00	814.90	0.00	0.00	0.00	0.00	0.00	0.00	309.78
30	38	29/02/2024	3,341.24	3,341.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	303.76
31	39	31/05/2024	2,876.56	3,564.46	0.00	687.90	0.00	0.00	0.00	0.00	0.00	0.53	261.52
32	32	31/05/2024	3,319.12	4,112.85	0.00	793.73	0.00	0.00	0.00	0.00	0.00	0.00	301.74
33	42	31/05/2024	4,580.38	5,675.73	0.00	1,095.35	0.00	0.00	0.00	0.00	0.00	0.00	416.40
34	43	31/05/2024	4,580.38	5,675.73	0.00	1,095.35	0.00	0.00	0.00	0.00	0.00	14.71	416.40
35	40	29/02/2024	4,558.26	4,558.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	414.40
36	49	31/05/2024	3,252.72	4,030.57	0.00	777.85	0.00	0.00	0.00	0.00	0.00	0.00	295.70
37	50	31/05/2024	3,252.72	4,030.57	0.00	777.85	0.00	0.00	0.00	0.00	0.00	0.00	295.70
38	51	31/05/2024	3,296.98	4,085.42	0.00	788.44	0.00	0.00	0.00	0.00	0.00	0.00	299.74
39	52	31/05/2024	2,633.16	3,262.85	0.00	629.69	0.00	0.00	0.00	0.00	0.00	0.00	239.36
40	53	31/05/2024	3,164.22	3,920.91	0.00	756.69	0.00	0.00	0.00	0.00	0.00	0.00	287.66
41	54	31/05/2024	3,274.86	3,274.57	0.29	0.00	0.00	0.00	0.00	0.00	0.00	0.29	297.72
42	55	31/05/2024	3,274.86	4,058.01	0.00	783.15	0.00	0.00	0.00	0.00	0.00	0.00	297.72
43	56	31/05/2024	3,319.12	4,112.85	0.00	793.73	0.00	0.00	0.00	0.00	0.00	0.00	301.74
44	57	31/05/2024	2,655.28	3,290.26	0.00	634.98	0.00	0.00	0.00	0.00	0.00	156.06	241.40
45	58	31/05/2024	3,164.22	3,920.91	0.00	756.69	0.00	0.00	0.00	0.00	0.00	0.00	287.66
46	59	31/05/2024	3,319.12	4,112.85	0.00	793.73	0.00	0.00	0.00	0.00	0.00	9.25	301.74

Administrative Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
47	60	31/05/2024	3,319.12	4,112.85	0.00	793.73	0.00	0.00	0.00	0.00	0.00	24.41	301.74
48	61	31/05/2024	3,363.36	4,167.67	0.00	804.31	0.00	0.00	0.00	0.00	0.00	0.00	305.76
49	62	30/11/2023	2,677.42	2,676.54	0.88	0.00	0.00	0.00	0.00	0.00	0.02	19.30	243.40
50	63	31/05/2024	3,186.34	3,186.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	289.66
51	64	31/05/2024	3,363.36	4,167.67	0.00	804.31	0.00	0.00	0.00	0.00	0.00	0.00	305.76
52	65	31/05/2024	3,363.36	2,559.25	804.11	0.00	0.00	0.00	0.00	0.00	0.00	113.81	305.76
53	66	31/05/2024	3,407.64	4,222.54	0.00	814.90	0.00	0.00	0.00	0.00	0.00	0.00	309.78
54	67	31/05/2024	2,699.56	3,345.13	0.00	645.57	0.00	0.00	0.00	0.00	0.00	56.39	245.42
55	68	31/05/2024	3,186.34	3,948.32	0.00	761.98	0.00	0.00	0.00	0.00	0.00	0.00	289.66
56	69	31/05/2024	4,580.38	5,675.73	0.00	1,095.35	0.00	0.00	0.00	0.00	0.00	15.04	416.40
57	70	31/05/2024	4,580.38	5,675.73	0.00	1,095.35	0.00	0.00	0.00	0.00	0.00	0.00	416.40
58	5	31/05/2024	2,522.52	3,125.75	0.00	603.23	0.00	0.00	0.00	0.00	0.00	0.00	229.32
59	6	31/05/2024	2,522.52	3,125.75	0.00	603.23	0.00	0.00	0.00	0.00	0.00	23.45	229.32
60	7	29/02/2024	3,097.84	3,097.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.63	281.62
61	1	31/05/2024	3,252.72	4,030.57	0.00	777.85	0.00	0.00	0.00	0.00	0.00	0.00	295.70
62	2	31/05/2024	2,146.36	2,109.38	36.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	195.12
63	3	29/02/2024	3,186.34	3,186.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	289.66
64	4	31/05/2024	4,027.20	4,990.26	0.00	963.06	0.00	0.00	0.00	0.00	0.00	0.00	366.10
65	45	31/05/2024	2,699.56	3,345.13	0.00	645.57	0.00	0.00	0.00	0.00	0.00	0.00	245.42
66	46	30/11/2022	2,544.66	(2,656.05)	5,200.71	0.00	0.00	0.00	0.00	0.00	482.48	0.00	231.34
67	47	31/05/2024	3,982.94	4,935.42	0.00	952.48	0.00	0.00	0.00	0.00	0.00	0.00	362.08
68	48	31/05/2024	3,186.34	3,948.32	0.00	761.98	0.00	0.00	0.00	0.00	0.00	0.00	289.66
69	Shop 71	31/05/2024	1,482.54	1,837.07	0.00	354.53	0.00	0.00	0.00	0.00	0.00	0.00	134.78
70	Shop 44	31/05/2024	1,482.54	1,837.07	0.00	354.53	0.00	0.00	0.00	0.00	0.00	0.00	134.78
71	41	31/05/2024	4,536.12	4,536.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	412.36
72	72	31/05/2024	22.12	27.41	0.00	5.29	0.00	0.00	0.00	0.00	0.00	0.00	2.00

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
73	73	29/02/2024	22.12	22.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
74	74	31/05/2024	22.12	27.41	0.00	5.29	0.00	0.00	0.00	0.00	0.00	0.00	2.00
75	75	31/05/2024	22.12	27.41	0.00	5.29	0.00	0.00	0.00	0.00	0.00	0.00	2.00
76	76	31/05/2024	22.12	27.41	0.00	5.29	0.00	0.00	0.00	0.00	0.00	0.00	2.00
77	77	31/05/2024	22.12	27.41	0.00	5.29	0.00	0.00	0.00	0.00	0.00	0.00	2.00
78	78	31/05/2024	22.12	27.41	0.00	5.29	0.00	0.00	0.00	0.00	0.00	0.28	2.00
79	79	31/05/2024	22.12	27.41	0.00	5.29	0.00	0.00	0.00	0.00	0.00	0.28	2.00
80	80	31/05/2024	22.12	27.41	0.00	5.29	0.00	0.00	0.00	0.00	0.00	0.28	2.00
81	81	31/05/2024	22.12	22.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.15	2.00
82	82	31/05/2024	22.12	27.41	0.00	5.29	0.00	0.00	0.00	0.00	0.00	0.00	2.00
83	83	31/05/2024	22.12	27.41	0.00	5.29	0.00	0.00	0.00	0.00	0.00	0.00	2.00
84	84	29/02/2024	22.12	22.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
			226,009.34	261,576.93	6,042.97	41,610.56	0.00	0.00	0.00	0.00	482.50	565.11	20,546.20
		Due Excl. GST	205,463.14				0.00						

Capital Works Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
1	9	01/03/2024	520.98	715.97	0.00	194.99	1,478.36	2,587.13	0.00	1,108.77	0.00	0.00	181.76
2	10	01/03/2024	514.08	706.49	0.00	192.41	1,458.78	2,552.87	0.00	1,094.09	0.00	0.22	179.36
3	11	01/03/2024	410.58	564.25	0.00	153.67	1,165.07	2,038.87	0.00	873.80	0.00	0.00	143.24
4	12	01/03/2024	427.84	587.97	0.00	160.13	1,214.02	2,124.54	0.00	910.52	0.00	0.00	149.27
5	13	01/03/2024	514.08	706.49	0.00	192.41	1,458.78	2,552.87	0.00	1,094.09	0.00	0.00	179.36
6	14	01/03/2024	507.18	697.01	0.00	189.83	1,439.20	2,518.60	0.00	1,079.40	0.00	0.00	176.96
7	15	29/02/2024	438.18	600.40	0.00	162.22	1,243.39	1,266.54	0.00	23.15	0.00	14.34	152.88
8	8	01/03/2024	496.82	682.77	0.00	185.95	1,409.83	2,467.20	0.00	1,057.37	0.00	0.70	173.33
9	17	01/03/2024	524.44	720.73	0.00	196.29	1,488.15	2,604.27	0.00	1,116.12	0.00	0.66	182.95
10	18	01/03/2024	496.82	682.77	0.00	185.95	1,409.83	2,467.20	0.00	1,057.37	0.00	0.00	173.33
11	19	01/03/2024	414.02	568.98	0.00	154.96	1,174.86	2,056.00	0.00	881.14	0.00	0.00	144.45
12	20	01/03/2024	431.28	592.70	0.00	161.42	1,223.81	2,141.67	0.00	917.86	0.00	0.00	150.46
13	21	29/02/2024	496.82	496.87	0.00	0.05	1,409.83	1,409.83	0.00	0.00	0.00	2.29	173.33
14	22	29/02/2024	510.64	510.64	0.00	0.00	1,448.99	1,448.99	0.00	0.00	0.00	0.00	178.15
15	23	29/02/2024	441.62	600.40	0.00	158.78	1,253.18	1,253.18	0.00	0.00	0.00	21.34	154.09
16	16	01/03/2024	496.82	682.77	0.00	185.95	1,409.83	2,467.20	0.00	1,057.37	0.00	0.00	173.33
17	25	01/03/2024	527.90	725.48	0.00	197.58	1,497.94	2,621.40	0.00	1,123.46	0.00	0.00	184.16
18	26	01/03/2024	524.44	720.73	0.00	196.29	1,488.15	2,604.27	0.00	1,116.12	0.00	0.00	182.95
19	27	01/03/2024	417.48	573.73	0.00	156.25	1,184.65	2,073.14	0.00	888.49	0.00	0.00	145.64
20	28	29/02/2024	438.18	602.18	0.00	164.00	1,243.39	1,339.90	0.00	96.51	0.00	15.67	152.88
21	29	01/03/2024	524.44	720.73	0.00	196.29	1,488.15	2,604.27	0.00	1,116.12	0.00	0.00	182.95
22	30	01/03/2024	514.08	514.08	0.00	0.00	1,458.78	1,458.78	0.00	0.00	0.00	0.00	179.36
23	31	01/03/2024	389.88	535.80	0.00	145.92	1,106.32	1,936.06	0.00	829.74	0.00	0.00	136.03
24	24	01/03/2024	510.64	701.76	0.00	191.12	1,448.99	2,535.73	0.00	1,086.74	0.00	0.00	178.15
25	33	01/03/2024	534.78	534.78	0.00	0.00	1,517.52	1,517.52	0.00	0.00	0.00	1.79	186.58
26	34	01/03/2024	531.34	730.21	0.00	198.87	1,507.73	2,638.53	0.00	1,130.80	0.00	0.00	185.37
27	35	01/03/2024	420.92	420.92	0.00	0.00	1,194.44	1,194.44	0.00	0.00	0.00	30.88	146.85

Capital Works Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
28	36	01/03/2024	441.62	606.91	0.00	165.29	1,253.18	2,193.07	0.00	939.89	0.00	29.66	154.09
29	37	01/03/2024	531.34	730.21	0.00	198.87	1,507.73	2,638.53	0.00	1,130.80	0.00	0.00	185.37
30	38	29/02/2024	520.98	520.98	0.00	0.00	1,478.36	1,478.36	0.00	0.00	0.00	0.00	181.76
31	39	01/03/2024	448.54	616.42	0.00	167.88	1,272.76	2,227.33	0.00	954.57	0.00	0.04	156.49
32	32	01/03/2024	517.52	711.22	0.00	193.70	1,468.57	2,570.00	0.00	1,101.43	0.00	0.00	180.55
33	42	01/03/2024	714.20	981.51	0.00	267.31	2,026.63	3,546.60	0.00	1,519.97	0.00	0.00	249.16
34	43	29/02/2024	714.20	981.51	0.00	267.31	2,026.63	3,546.59	0.00	1,519.96	0.00	3.59	249.16
35	40	29/02/2024	710.76	710.76	0.00	0.00	2,016.84	2,016.84	0.00	0.00	0.00	0.00	247.95
36	49	01/03/2024	507.18	697.01	0.00	189.83	1,439.20	2,518.60	0.00	1,079.40	0.00	0.00	176.96
37	50	01/03/2024	507.18	697.01	0.00	189.83	1,439.20	2,518.60	0.00	1,079.40	0.00	0.00	176.96
38	51	01/03/2024	514.08	706.49	0.00	192.41	1,458.78	2,552.87	0.00	1,094.09	0.00	0.00	179.36
39	52	01/03/2024	410.58	564.25	0.00	153.67	1,165.07	2,038.87	0.00	873.80	0.00	0.00	143.24
40	53	01/03/2024	493.38	678.04	0.00	184.66	1,400.04	2,450.07	0.00	1,050.03	0.00	0.00	172.14
41	54	01/03/2024	510.64	510.57	0.07	0.00	1,448.99	1,448.99	0.00	0.00	0.00	0.07	178.15
42	55	01/03/2024	510.64	701.76	0.00	191.12	1,448.99	2,535.73	0.00	1,086.74	0.00	0.00	178.15
43	56	01/03/2024	517.52	711.22	0.00	193.70	1,468.57	2,570.00	0.00	1,101.43	0.00	0.00	180.55
44	57	01/03/2024	414.02	568.98	0.00	154.96	1,174.86	2,056.00	0.00	881.14	0.00	11.73	144.45
45	58	01/03/2024	493.38	678.04	0.00	184.66	1,400.04	2,450.07	0.00	1,050.03	0.00	0.00	172.14
46	59	01/03/2024	517.52	711.22	0.00	193.70	1,468.57	2,570.00	0.00	1,101.43	0.00	0.70	180.55
47	60	01/03/2024	517.52	711.22	0.00	193.70	1,468.57	2,570.00	0.00	1,101.43	0.00	33.54	180.55
48	61	01/03/2024	524.44	720.73	0.00	196.29	1,488.15	2,604.27	0.00	1,116.12	0.00	0.00	182.95
49	62	30/11/2023	417.48	417.27	0.21	0.00	1,184.65	1,184.65	0.00	0.00	0.01	40.41	145.64
50	63	01/03/2024	496.82	496.82	0.00	0.00	1,409.83	1,409.83	0.00	0.00	0.00	0.00	173.33
51	64	01/03/2024	524.44	720.73	0.00	196.29	1,488.15	2,604.27	0.00	1,116.12	0.00	0.00	182.95
52	65	29/02/2024	524.44	328.20	196.24	0.00	1,488.15	1,488.15	0.00	0.00	0.00	8.56	182.95
53	66	01/03/2024	531.34	730.21	0.00	198.87	1,507.73	2,638.53	0.00	1,130.80	0.00	0.00	185.37

Capital Works Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
54	67	01/03/2024	420.92	578.46	0.00	157.54	1,194.44	2,090.27	0.00	895.83	0.00	4.24	146.85
55	68	01/03/2024	496.82	682.77	0.00	185.95	1,409.83	2,467.20	0.00	1,057.37	0.00	0.00	173.33
56	69	01/03/2024	714.20	981.51	0.00	267.31	2,026.63	3,546.60	0.00	1,519.97	0.00	39.97	249.16
57	70	01/03/2024	714.20	981.51	0.00	267.31	2,026.63	3,546.60	0.00	1,519.97	0.00	0.00	249.16
58	5	01/03/2024	393.32	540.53	0.00	147.21	1,116.12	1,953.21	0.00	837.09	0.00	0.00	137.23
59	6	01/03/2024	393.32	540.53	0.00	147.21	1,116.12	1,953.21	0.00	837.09	0.00	2.93	137.23
60	7	29/02/2024	483.04	483.04	0.00	0.00	1,370.67	1,370.67	0.00	0.00	0.00	0.65	168.53
61	1	01/03/2024	507.18	697.01	0.00	189.83	1,439.20	1,550.92	0.00	111.72	0.00	0.00	176.96
62	2	01/03/2024	334.68	325.66	9.02	0.00	949.68	949.68	0.00	0.00	0.00	0.00	116.77
63	3	29/02/2024	496.82	496.82	0.00	0.00	1,409.83	1,409.83	0.00	0.00	0.00	0.00	173.33
64	4	29/02/2024	627.94	862.97	0.00	235.03	1,781.87	1,920.09	0.00	138.22	0.00	0.00	219.09
65	45	01/03/2024	420.92	578.46	0.00	157.54	1,194.44	2,090.27	0.00	895.83	0.00	0.00	146.85
66	46	30/11/2022	396.78	(199.65)	596.43	0.00	1,125.91	0.00	1,125.91	0.00	99.72	0.00	138.42
67	47	01/03/2024	621.04	853.48	0.00	232.44	1,762.29	1,762.29	0.00	0.00	0.00	0.00	216.67
68	48	01/03/2024	496.82	682.77	0.00	185.95	1,409.83	2,467.20	0.00	1,057.37	0.00	0.00	173.33
69	Shop 71	01/03/2024	231.16	317.68	0.00	86.52	655.96	1,147.93	0.00	491.97	0.00	0.00	80.65
70	Shop 44	01/03/2024	231.16	317.68	0.00	86.52	655.96	873.86	0.00	217.90	0.00	0.00	80.65
71	41	29/02/2024	707.30	707.30	0.00	0.00	2,007.05	2,007.05	0.00	0.00	0.00	0.00	246.76
72	72	01/03/2024	3.44	4.73	0.00	1.29	9.79	17.13	0.00	7.34	0.00	0.00	1.21
73	73	29/02/2024	3.44	3.44	0.00	0.00	9.79	9.79	0.00	0.00	0.00	0.00	1.21
74	74	01/03/2024	3.44	4.73	0.00	1.29	9.79	17.13	0.00	7.34	0.00	0.00	1.21
75	75	01/03/2024	3.44	4.73	0.00	1.29	9.79	17.13	0.00	7.34	0.00	0.00	1.21
76	76	01/03/2024	3.44	4.73	0.00	1.29	9.79	17.13	0.00	7.34	0.00	0.00	1.21
77	77	01/03/2024	3.44	4.73	0.00	1.29	9.79	17.13	0.00	7.34	0.00	0.00	1.21
78	78	01/03/2024	3.44	4.73	0.00	1.29	9.79	17.13	0.00	7.34	0.00	0.03	1.21
79	79	01/03/2024	3.44	4.73	0.00	1.29	9.79	17.13	0.00	7.34	0.00	0.03	1.21

Capital Works Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
80	80	01/03/2024	3.44	4.73	0.00	1.29	9.79	17.13	0.00	7.34	0.00	0.03	1.21
81	81	01/03/2024	3.44	3.44	0.00	0.00	9.79	9.79	0.00	0.00	0.00	0.01	1.21
82	82	01/03/2024	3.44	4.73	0.00	1.29	9.79	17.13	0.00	7.34	0.00	0.00	1.21
83	83	01/03/2024	3.44	4.73	0.00	1.29	9.79	17.13	0.00	7.34	0.00	0.00	1.21
84	84	29/02/2024	3.44	3.44	0.00	0.00	9.79	9.79	0.00	0.00	0.00	0.00	1.21
			35,240.38	44,593.05	801.97	10,154.64	99,999.94	150,215.37	1,125.91	51,341.34	99.73	264.08	12,294.79
		Due Excl. GST	32,036.72				90,908.81						

Unallocated Money Fund

Lot	Unit	Overpayment	Lot	Unit	Overpayment	Lot	Unit	Overpayment
36	49	75.00	47	60	1.88	56	69	0.79

Total unallocated money 77.67

Renovation Application Form

Please complete and sign the below form, and ensure this and all supporting documents are returned in a single PDF file. This will assist the Committee and ensure a timely approval of your request.

Please note – Assistance in supporting owners applications and arranging a Committee Meeting is outside of our agreed services. As such **a minimum cost of $150** is payable by the lot owner, regardless of the outcome.

If additional support is required to complete the application, receive the supporting documentation or arrange a general meeting, there may be additional costs for the applicant/lot owner.

APPLICANT DETAILS:

Your Name(s):	Elaine Ho
Address of Strata Scheme:	17/2 Porter Street, Ryde
Strata Plan Number:	SP86799
Unit/Lot number:	17
Email Address:	elaineho05@gmail.com
Telephone Number:	0407 882 332
Your Address:	17/2 Porter Street, Ryde
Contractor Licence:	R79761 Waterproofing Technician, Renovator, Tiler.
Authorised Representative: *If different from above e.g. contractor or partner*	

PLEASE NOTE:

- The owners of the lot should review our fact sheet which details the different 'levels' of work and what approvals you require, which varies depending upon the works you are looking to undertake.
- If approval at a meeting is required we will only distribute the 'Renovation Works Details' section of your application to try and protect any personal details but please note the application in its entirety will be stored in the Owners Corporations records as required.
- If works are undertaken that affect common property without the required approvals the Owners Corporation can require that you remove any works undertaken and reinstate common property.

Please submit the application form and supporting documentation to contact@thestratalife.com.au or directly to your strata manager. Alternatively the application may be posted to:

The Owners Corporation, c/- Strata Life Suite 3 / 143 Peats ferry Road Hornsby NSW 2077,

If you have any questions or concerns your strata manager can be contacted on (02) 9456 9965

StrataLife

RENOVATION WORK DETAILS:

Note – The information below will potentially be circulated to the Strata Committee and/or all owners to seek approval for the works.

Name of Owner(s):	Elaine Ho
Unit/Lot Number:	17
Description of renovation: *Describe briefly all proposed renovations to your lot. Please attach further details to the application if necessary. For example plans, specifications etc.*	Due to a defect in the waterproofing of the ensuite bathroom, water is leaking into two bedrooms and the hallway. The renovation will rectify these waterproofing defects. There will be renovations done to the bathroom such as, new vanity, toilet, shower doors and tiles. Please find attached plans, the insurance certificate, contractor license and quote.
Attachments with this application:	Plans: ✓ Construction specifications: ✓ Development Application: ✓ Any other relevant documents: ✓
Estimated cost of work: *The estimated cost of the renovations, labour, materials etc.*	$ 20,000 in total. $3,998 for Waterproofing. *Note – The Owners Corporation need to know this in case the strata insurer needs to be advised.*
Contractors Name: **License Number:** **Type/Class of License:** *Please attach insurance and license details of the contractor/qualified person.*	Abraham Ghannoum R79761 Wall & Floor Tiler, Waterproofing Technician, Kitchen Bathroo Copy of Insurance attached: ✓ Copy of License attached: ✓
Further details on any waterproofing work being undertaken as part of the renovation: *Note – Additional approval is required for waterproofing works as the Act classes this as work affecting the common property.*	As confirmed by Robert Fothergill, the Strata Manager, the waterproofing rectification falls under strata responsibility. As such, the waterproofing works will be quoted and then reimbursed to myself, the owner, as I will be outsourcing waterproofing technicians. These rectifications will include removing all existing tiles, re-waterproofing and sealing all wet areas.

Details of how waste and refuse will be removed and disposed of from the property: *Note - Permission is required if a skip is to be used onsite.*	All waste and refuse will be removed and disposed off to the local tip.
Details on how the common property will be protected from the works:	All areas of the building outside of the lot will be kept clean and tidy throughout the performance of the works. Works will not create any noise that causes discomfort, disturbance or
If change to flooring or installation of an air conditioner is due to be undertaken, please note a separate application will be supplied.	Flooring Works: ☐ Air Conditioner system works: ☐
Proposed work hours for destructive or noisy works:	9am - 4pm
Estimated Start and finish dates:	Start: 15/01/2024 Finish: 28/01/2024

AGREEMENT:

I/We request the Owners Corporation consider the above detailed renovation works, subject to the following AGREED TERMS:

1. I/We have read, understood and agreed to the approvals required to undertake this renovation including the relevant by-laws of the scheme, sections of the Strata Schemes Management Act 2015 and fact sheet from Strata Life.
2. Any requirements under Section 110 of the Strata Schemes Management Act 2015 and Clause 28 of the Strata Schemes Management Regulation 2016 will be adhered to.
3. Any council approvals are to be arranged by the owner prior to the works beginning.
4. The extent of the works due to be undertaken are detailed in this application to the best of my/our knowledge and if further works are discovered to be required to be undertaken the Strata committee/strata managing agent will be advised within 48 hours.
5. I/We will ensure that common property is kept clean and clear at all times and is protected from damage.
6. I/We will ensure that the security of the building is maintained at all times.
7. I/We will accept full responsibility and indemnify the Owners Corporation for any claims by or injuries to third parties or their property caused by, or as a result of, action of my contractor.
8. I/We will rectify any damage to common property, or the lot of another owner, resulting from the works in this application within 7 days.
9. I/we will be responsible for the cost of repair to the common property, the lot of another owner, or for any waste that has not been removed from common property at the completion of the works.
10. I/We will be responsible for any costs associated with the approval of these works including, but not limited to, the strata managers additional service fees for liaising with the Strata Committee and convening of any meetings
11. Work is only to be undertaken during the hours stipulated by Council.
12. I/We will ensure any relevant provisions and requirements of the Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020 (RAB Act) will be met and adhered too.
13. Such other terms and conditions as the Strata Committee, acting reasonably, may impose.

Signature of Owner(s) **Note – if there are multiple owners on the strata roll all owners must sign.**	Signature(s): Elaine Ho Date: 16/12/2023

Buildingtrends.

PO Box 7, CROYDON PARK, NSW 2133
1300 723 712
buildingtrends.com.au
admin@buildingtrends.com.au

Areas Inspected

The ensuite and windows were inspected and found to be defective.

Ensuite Bathroom

The ensuite bathroom was inspected and found to have waterproofing defects, the failure of the membrane has allowed water to leak from the ensuite into the master bedroom, hallway, and secondary bedroom into the carpets.

Windows

Every window was inspected on the unit and found to have water damaged along the internal styles caused by water penetrating the external skin of the building.

Obstructions and Limitations

Without removing internal wall linings, the inspection scope regarding the windows is limited and will require opening of internal linings to completely ascertain and rectify these defects.

Inspection Assessment

The inspection has been determined that the following areas have failed due to the following reason:

Ensuite Bathroom

- Inadequate fall to shower waste.
- Inadequate fall to floor waste.
- No puddle flange installed to shower waste.
- No puddle flange installed to floor waster.
- Breakdown of waterproofing membrane to along floor and wall joints.

Windows

- Large gaps not sealed between window frames and brick lintels.
- Large gaps not sealed between window frames and brickwork.
- Large gaps between windows rubber seal and brick sills.

Documentation

Images detailing the defects highlighted in this report.

Quote

The quoted amount to rectify the Waterproofing defects to the shower membrane is $3,998.00 + GST.

Licence no. 95540C

ABN: 96 124 636 559



Water damage to secondary bedroom.



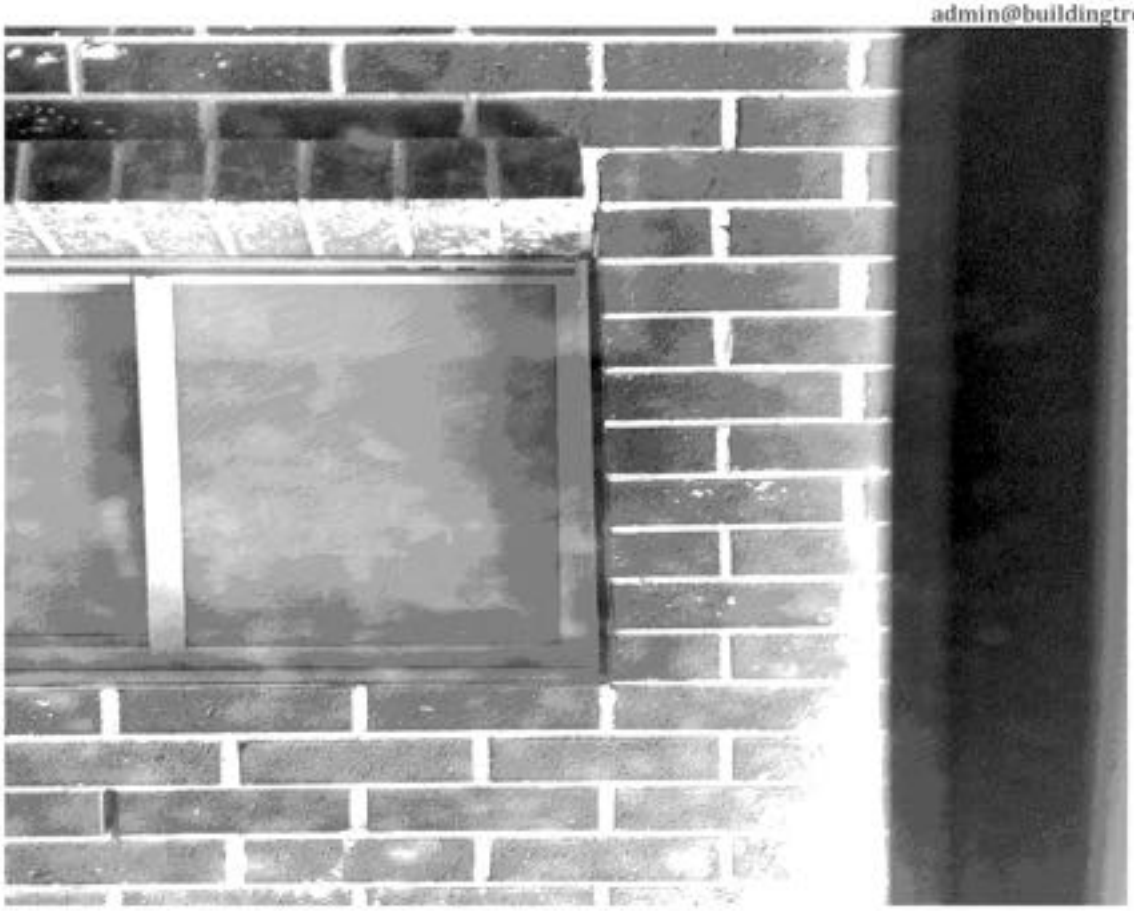
Water damage to secondary bedroom.



Water damage to hallway.



Water damage to master bedroom.





1300 723 712
buildingtrends.com.au
admin@buildingtrends.com.au



Your WFI Contact
Noyng Toumngeun
P (03) 9204 2747
E clientservice@wfi.com.au

P 1300 934 934 F 1300 797 544
WFI
Reply Paid 16213
COLLINS STREET WEST VIC 8007

19 August 2022

009
00001

A & L Ghannoum
124 John Street
MERRYLANDS NSW 2160

TYPE OF INSURANCE	
TRADES INSURANCE KIT	
PERIOD OF INSURANCE (EXPIRES MIDNIGHT)	
22 September 2022 to 22 September 2023	
CLIENT NAME	
A & L Ghannoum	
CLIENT NUMBER	PREMIUM
Y201024	$788.15
POLICY NUMBER	ESL/FSL
68 YTI 3007041	$.00
Tax Invoice When payment is made, this schedule can be used as a Tax Invoice for Australian GST purposes. If you are registered for GST purposes, your input tax credit entitlement is or is based on the GST amount shown. Please note that, in accordance with the GST law relating to insurance premiums the GST amount may be less than 1/11th of the Total Amount Payable	GST $78.82
	GOVERNMENT STAMP DUTY $78.03
	TOTAL AMOUNT PAYABLE $945.00
	DUE DATE 22/09/22

Go paperless!
Send us your email address to clientservice@wfi.com.au to start receiving your documents via email.

RENEWAL CERTIFICATE

Please be advised that your current policy will expire at midnight on the due date above.

Please find attached our offer to renew your policy on the basis of the details shown above and on the enclosed certificate(s).

If any changes to the certificate(s) are required, please let us know, if we are not advised of any changes, we will assume the details shown on the certificate(s) are accurate.

Please arrange to make payment for this policy using the payment options listed below. If you do not pay on time your policy may be cancelled. We reserve the right to alter our offer to continue cover and the terms of our renewal offer if changes to the certificate(s) are required or new information comes to light.
If you would like to cancel your policy from the date of expiry, please contact us on 1300 934 934 to arrange this.

Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as WFI (WFI)

WFI Payment Slip Please do not remit cash by post.

BPAY Biller code: 172171
Ref: 30070411

Use BPay to pay from your bank account, credit or debit card.

Please call 1300 934 934 for all credit card payments.

CLIENT NAME			
A & L Ghannoum			
CLIENT NUMBER	POLICY NUMBER	DUE DATE	TOTAL AMOUNT PAYABLE
Y201024	68 YTI 3007041	22/09/22	$945.00

WFI Office Use Only: REN: 03 AM: 3870 AGENT: 68 9999968

PLEASE TICK IF A RECEIPT IS REQUIRED ☐

IAS_VIPSAIC_IAS.PROD.234.2022.RN00043C4_00001_1_of_1

WFITRKPDS 06/21

WFI
Reply Paid 16213
COLLINS STREET WEST VIC 8007
P 1300 934 934 F 1300 797 544

27 September 2022

009
00004

Go paperless!
Send us your email address to clientservice@wfi.com.au to start receiving your documents via email.

A & L Ghannoum
124 John Street
MERRYLANDS NSW 2160

RECEIPT

Thank you for your recent payment. As requested we are pleased to provide this receipt for your records. If you have any questions regarding this receipt, or your insurance, please call us on 1300 934 934.

RECEIVED FROM : BPAY Deposit - ABCO Bathroom Renovations

DATE RECEIVED : 26/09/22

RECEIPT AMOUNT: $945.00

RECEIPT NUMBER: 7092232

RECEIPT TYPE : OTHER

IN PAYMENT OF:-
POLICY NUMBER : 68 YTI 3007041 AMOUNT: $945.00

For more information on the products and service provided by WFI, visit our website www.wfi.com.au.

WFI Reference: AM: 3870

Location: 124 John Street

MERRYLANDS 2160

Risk: 002/001 Legal liability Effective: 4pm on 22/09/22

Excess:

For every claim unless it is a claim for Non Completion Liability for which no excess is payable	$500
Contr/Sub-Contractor and Labour Hire	Nil

Contractor/Sub-Contractor and Labour Hire Excess
An excess as stated above for any one Occurence (exclusive of Legal Costs and Expenses) will apply in respect to any Personal Injury claims, Common Law Claims and or Workers Compensation Recovery Claims arising directly or indirectly out of Personal Injury to any contractor/sub-contractor or labour hire whilst working for or on Your behalf. This Excess does not apply to claims arising out of the activities of any contractor/sub-contractor or labour hire engaged by You for the purpose of maintaining Your Business equipment or Business Premises. You are reminded that if a claim or event occurs that may lead to you making a claim, you must notify Us immediately.

Insured: ABCO Bathroon Renovations & Tiles PTY LTD

Business: Bathroom Renovator

Estimated Annual Turnover:	$200,000
Estimated Payment to Contractor/Sub-Contractor	Nil
Estimated Payment to Labour Hire	Nil
Number of workers:	3

Important Note
WFI will now require You to estimate payments for the services of contractors/sub-contractors or labour hire that may be engaged by You in your Business. Your estimate does not include payments arising out of the activties of contractors/sub-contractors or labour hire engaged by You for the purpose of maintaining Your Business equipment or Business Premises.
Please review current estimated payments shown above and contact WFI to make appropriate amendments if required.

Limit of Indemnity:

Limit of indemnity any one Occurrence	$20,000,000
Aggregrate limit for product liability	$20,000,000
Aggregate limit for pollution liability	$20,000,000

Renovation Application Form

Please complete and sign the below form, and ensure this and all supporting documents are returned in a single PDF file. This will assist the Committee and ensure a timely approval of your request.

Please note – Assistance in supporting owners applications and arranging a Committee Meeting is outside of our agreed services. As such **a minimum cost of $200** is payable by the lot owner, regardless of the outcome.

If additional support is required to complete the application, receive the supporting documentation or arrange a general meeting, there may be additional costs for the applicant/lot owner.

APPLICANT DETAILS:

Your Name(s):	Froilan & Alison Tenoria
Address of Strata Scheme:	Unit 36 2-4 Porter St Ryde 2112
Strata Plan Number:	86799
Unit/Lot number:	Unit 36 / Lot 28
Email Address:	alisontenoria@gmail.com
Telephone Number:	0451139499
Your Address:	Unit 36 2-4 Porter St Ryde 2112
Contractor Licence:	207688c
Authorised Representative: *If different from above e.g. contractor or partner*	

PLEASE NOTE:

- The owners of the lot should review our fact sheet which details the different 'levels' of work and what approvals you require, which varies depending upon the works you are looking to undertake.
- If approval at a meeting is required we will only distribute the 'Renovation Works Details' section of your application to try and protect any personal details but please note the application in its entirety will be stored in the Owners Corporations records as required.
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The Owners Corporation, c/- Strata Life Suite 3 / 143 Peats ferry Road Hornsby NSW 2077,

If you have any questions or concerns your strata manager can be contacted on (02) 9456 9965

StrataLife

RENOVATION WORK DETAILS:

Note – The information below will potentially be circulated to the Strata Committee and/or all owners to seek approval for the works.

Name of Owner(s):	Froilan Tenoria & Alison Tenoria
Unit/Lot Number:	Unit 36 / Lot 28
Description of renovation: *Describe briefly all proposed renovations to your lot. Please attach further details to the application if necessary. For example plans, specifications etc.*	Summary: Bathroom tub removed to be converted into shower area Demolition - Demolish the bathroom removing all wall tiles, floor tiles, toilet, bath and vanity Plumbing - Install one shower mixer tap. Structural - Resheet walls where required Waterproof - Waterproof the entire bathroom with
Attachments with this application:	**Plans:** **Construction specifications:** **Development Application:** **Any other relevant documents:** ✓
Estimated cost of work: *The estimated cost of the renovations, labour, materials etc.*	$ 17,000 *Note – The Owners Corporation need to know this in case the strata insurer needs to be advised.*
Contractors Name: **License Number:** **Type/Class of License:** *Please attach insurance and license details of the contractor/qualified person.*	APS Bathrooms & Kitchens 207688c Kitchen Bathroom Laundry Renovator, Waterproofing Technic **Copy of Insurance attached:** ✓ **Copy of License attached:**
Further details on any waterproofing work being undertaken as part of the renovation: *Note – Additional approval is required for waterproofing works as the Act classes this as work affecting the common property.*	See quote attached for details. Further details can be provided if needed.

Details of how waste and refuse will be removed and disposed of from the property: *Note - Permission is required if a skip is to be used onsite.*	Skip bin will be requested if needed.
Details on how the common property will be protected from the works:	
If change to flooring or installation of an air conditioner is due to be undertaken, please note a separate application will be supplied.	Flooring Works: ☑ Air Conditioner system works: ☐
Proposed work hours for destructive or noisy works:	7:30am - 5pm
Estimated Start and finish dates:	Start: 03/06/2024 Finish: 24/06/2024

AGREEMENT:

I/We request the Owners Corporation consider the above detailed renovation works, subject to the following AGREED TERMS:

1. I/We have read, understood and agreed to the approvals required to undertake this renovation including the relevant by-laws of the scheme, sections of the Strata Schemes Management Act 2015 and fact sheet from Strata Life.
2. Any requirements under Section 110 of the Strata Schemes Management Act 2015 and Clause 28 of the Strata Schemes Management Regulation 2016 will be adhered to.
3. Any council approvals are to be arranged by the owner prior to the works beginning.
4. The extent of the works due to be undertaken are detailed in this application to the best of my/our knowledge and if further works are discovered to be required to be undertaken the Strata committee/strata managing agent will be advised within 48 hours.
5. I/We will ensure that common property is kept clean and clear at all times and is protected from damage.
6. I/We will ensure that the security of the building is maintained at all times.
7. I/We will accept full responsibility and indemnify the Owners Corporation for any claims by or injuries to third parties or their property caused by, or as a result of, action of my contractor.
8. I/We will rectify any damage to common property, or the lot of another owner, resulting from the works in this application within 7 days.
9. I/we will be responsible for the cost of repair to the common property, the lot of another owner, or for any waste that has not been removed from common property at the completion of the works.
10. I/We will be responsible for any costs associated with the approval of these works including, but not limited to, the strata managers additional service fees for liaising with the Strata Committee and convening of any meetings
11. Work is only to be undertaken during the hours stipulated by Council.
12. I/We will ensure any relevant provisions and requirements of the Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020 (RAB Act) will be met and adhered too.
13. Such other terms and conditions as the Strata Committee, acting reasonably, may impose.

Signature of Owner(s) **Note – if there are multiple owners on the strata roll all owners must sign.**	Signature(s): Date: 24/04/2024

BATHROOMS & KITCHENS

Specializing in Bathrooms & Kitchens

Lic No: 207688c
ABN: 71 656 234 561
Phone: 0410 454 165
E: addisonplumbing@optusnet.com.au
www.apskitchensandbathrooms.com.au

Quotation 1114

Bathroom Renovation

Date: 28 March 2024
To: Alison Tenoria
Job site: 36/2-4 porter Street Ryde

Particulars - Complete Bathroom Renovation which includes the following: -

Demolition - Demolish the bathroom removing all wall tiles, floor tiles, toilet, bath and vanity
Plumbing - Install one shower mixer tap.
Structural - Resheet walls where required
Waterproof - Waterproof the entire bathroom with Polyurethane waterproofing
Tiling - Tiling the bathroom up to the ceiling
Bathroom Fitout - Installation of the toilet, vanity, mirrored shaving cabinet, tap ware, bathroom accessories

Exclusions : Painting, Electrical, Pc items, Tiles, Tapware

Total price $13,500 + GST

Acceptance

$14,850 Agreed Contract price including GST
Please Note: Contract price may vary in accordance with contract conditions as the result of a variation.

Signature: ..... **Date:** .....

Print Name: .....
Start date: TBA
Completion: 2-3 weeks
$1,485 (10%) deposit - required on acceptance of this quotation.

Bank: *Commonwealth Bank of Australia*
Name: ***APS Business Group Pty Ltd***
BSB: ***062 245***
Account No: ***10544051***

"The best compliment you can give, is telling a friend about our service"

Phillip La Rocca

Status: Current

Licence	Contractor
Expiry	4 Aug 2026
Number	207688C
Address	Tennyson Point, NSW 2111

Licence, Classes and Conditions

Contractor Licence

Classes (6)

Kitchen Bathroom Laundry Renovator
Effective 29 May 2015

Waterproofing Technician
Effective 27 Jun 2017

Lp Gasfitter
Effective 5 Aug 2008

Drainer
Effective 5 Aug 2008

Plumber And Roof Plumber
Effective 5 Aug 2008

Gasfitter
Effective 5 Aug 2008

About

Phillip La Rocca

Role	Licensee
Start	5 Aug 2008
Address	13 Beach Street, TENNYSON POINT, NSW 2111
Year of Birth	1984

Licence (1)

Licence	Contractor Licence
Status	Current
Number	454338C
Expiry	4 Oct 2026
Role	Nominated Supervisor
Licensee	APS Business Group Pty Ltd

Insurance

Home Building Compensation Insurance View records in HBC

More Information is available for Home Building Compensation (HBC) Insurance

Compliance

Passed

Type	Result
Cancellation	✓
Compensation Fund Claim	✓
Disciplinary Action	✓
Penalty Notice	✓
Prosecution	✓
Public Warning	✓
Suspension	✓
Tribunal Order	✓

No record of any cancellation, compensation fund claim, disciplinary action, penalty notice, prosecution, public warning, suspension, or tribunal order.

Disclaimer

The information contained in this public register is limited to information which the Commissioner for Fair Trading is required to maintain under section 120 of the *Home Building Act 1989* and clause 69 of the *Home Building Regulation 2014*. The search you have performed relates only to the licensee listed above. You may need to perform other searches to obtain a more complete history of a particular licensee. For example: Where you have searched for an individual licensee but that individual is also a director or nominated supervisor of another licensee, you may wish to request a licence search in relation to that licensee, or where you have requested a search of a licensed company, you may wish to undertake further searches of any individual licences held by the directors or nominated supervisor.

While the Commissioner for Fair Trading endeavours to ensure information in the public register is accurate, this may not always be possible. Consequently, no warranty is given as to the accuracy of content and users should not rely upon it. There may be other information relating to a licensee that is not disclosed in this search, for example details of insolvencies and bankruptcies. You may wish to conduct searches with the Australian Securities and Investments Commission (ASIC) on company matters, the Australian Financial Security Authority (AFSA) on personal matters, the New South Wales Civil and Administrative Tribunal or State and Federal Courts on civil proceedings. The Commissioner for Fair Trading encourages you to also make your own enquiries with the licensee or registered practitioner. The Commissioner for Fair Trading cannot and does not guarantee the work of licensees or registered practitioners.

Warning: this register may contain the names of a deceased Indigenous person.

We pay respect to the Traditional Custodians and First Peoples of NSW, and acknowledge their continued connection to their country and culture.

Accessibility
Privacy
Terms of use
Copyright and disclaimer
Accessing information
NSW Government

Allianz Steadfast Client Trading Platform
Business Insurance
Certificate of Currency

Policy Number: 171SV06693COM

Date of Issue 08 December, 2023

Insurer
Allianz Australia Insurance Limited
ABN 15 000 122 850
AFS License No. 234708

Important Information
This Certificate of Currency has been issued by the insurer and confirms that on the Date of Issue a Policy existed for the Period of Insurance and Sums Insured and other limits as shown herein.

This Certificate of Currency is issued as a matter of information only and confers no rights upon its holder or any other interested party. This Certificate of Currency does not form part of the terms and conditions of the Policy and does not amend, extend, replace or alter the terms, conditions, definitions, limitations and exclusions noted therein.

This Certificate of Currency is provided as a summary only of the cover provided and is current only at the Date of Issue. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice.

Certain words used in this document and the Policy have special meanings. The 'Words with special meaning' Section of the Policy Document contains such terms. Please read the Policy Document, the Schedule and any other documents that form part of the Policy for the terms and conditions of cover:

Period of Insurance 1/01/2024 to 1/01/2025 at 4pm

Insured

Insured Name	APS Business Group Pty Ltd
ABN	71 656 234 561
Address	13 Beach Street TENNYSON POINT, NSW, 2111

Policy Wording POL1113BA/SF 04/23 20230601

Situation Details

Situation: 13 Beach Street TENNYSON POINT NSW 2111 (Principal)

Business Details

Business	Plumber
Business description	Bathroom, Kitchen and Laundry Renovations Plumbing

Interested Parties
No Interested Parties noted

Public and Products Liability

Description	Limit of Indemnity
General Liability any one Occurrence	$ 20,000,000
Products Liability any one Occurrence and in the aggregate any one Period of Insurance	$ 20,000,000

Additional benefit

Property in Your physical and legal control any one Occurrence	$ 250,000

Optional benefit

Do you require cover for Victorian plumbers liability	No

Policy Number: 171SV06693COM

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3/143 Pacific Ferry Road
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Proposed Budget
to apply from 01/03/2024

The Owner's Corporation SP 86799 — 2-4 Porter Street, RYDE NSW 2112

Administrative Fund

	Proposed budget	Actual 01/03/2023-29/02/2024	Previous budget
Revenue			
Interest on Arrears--Admin	0.00	562.15	0.00
Levies Due--Admin	331,000.00	205,463.14	201,000.00
Status Certificate Fees	0.00	1,798.00	0.00
Total revenue	331,000.00	207,823.29	201,000.00
Less expenses			
Admin--Agent Disbursements	2,730.00	2,583.95	2,500.00
Admin--Agent Disburst-- Work Orders/Quote Requests	2,000.00	2,405.44	2,000.00
Admin--Auditors--Audit Services	750.00	0.00	750.00
Admin--Auditors--Taxation Services	0.00	0.00	500.00
Admin--Bank Charges--Account Fees	40.00	37.60	470.00
Admin--Bank Charges--With GST	250.00	247.52	80.00
Admin--Legal & Debt Collection Fees	0.00	(200.43)	0.00
Admin--Management Fees - Schedule B	8,000.00	10,316.23	8,000.00
Admin--Management Fees--Standard	15,000.00	14,212.13	14,550.00
Admin--Preparation of reports for taxation	1,200.00	1,345.45	1,200.00
Admin--Registration/License/Permit Fees	300.00	631.82	300.00
Admin--Status Certificate Fees Paid	0.00	1,798.00	0.00
Insurance--Premiums	68,000.00	45,390.32	52,000.00
Insurance--Valuation	0.00	600.00	0.00
Maint Bldg--Airconditioning	800.00	0.00	0.00
Maint Bldg--Building Management	58,000.00	13,822.00	10,000.00
Maint Bldg--Car Park	300.00	0.00	0.00
Maint Bldg--Cleaning	0.00	1,700.00	600.00
Maint Bldg--Cleaning & Lawns	53,800.00	41,708.50	41,000.00
Maint Bldg--Doors & Windows	500.00	1,700.00	1,700.00
Maint Bldg--Electrical	500.00	805.00	1,000.00
Maint Bldg--Electrical Lamps & Tubes	500.00	0.00	500.00
Maint Bldg--Fire Protection	14,000.00	16,617.39	7,000.00
Maint Bldg--Garage Door--Remote controls	0.00	386.20	0.00
Maint Bldg--Garage Doors	1,500.00	1,322.00	1,500.00
Maint Bldg--General Repairs	3,000.00	2,130.00	3,000.00
Maint Bldg--Hot Water Service	2,000.00	1,896.05	3,000.00
Maint Bldg--Intercom	500.00	560.00	0.00
Maint Bldg--Lift	12,000.00	15,268.56	12,000.00
Maint Bldg--Lift--Registration Fees	250.00	217.19	0.00
Maint Bldg--Lift--Telephone	1,100.00	1,485.00	1,000.00
Maint Bldg--Locks, Keys & Card Keys	500.00	460.24	1,500.00

Administrative Fund

	Proposed budget	Actual 01/03/2023-29/02/2024	Previous budget
Maint Bldg--Pest/Vermin Control	500.00	0.00	500.00
Maint Bldg--Plumbing & Drainage	10,000.00	10,510.35	6,500.00
Maint Bldg--Pumps	800.00	1,593.86	0.00
Maint Grounds--Fencing--Boundary	0.00	400.00	0.00
Utility--Electricity	17,000.00	17,826.12	14,000.00
Utility--Water & Sewerage	50,000.00	45,220.80	55,000.00
Total expenses	325,820.00	254,997.29	242,150.00
Surplus/Deficit	5,180.00	(47,174.00)	(41,150.00)
Opening balance	(4,809.19)	42,364.81	42,364.81
Closing balance	$370.81	-$4,809.19	$1,214.81
Total units of entitlement	10214		10214
Levy contribution per unit entitlement	$35.65		$21.65
Budgeted standard levy revenue	331,000.00		201,000.00
Add GST	33,100.00		20,100.00
Amount to raise in levies including GST	$364,100.00		$221,100.00

Capital Works Fund

	Proposed budget	Actual 01/03/2023-29/02/2024	Previous budget
Revenue			
Interest on Arrears--Capital Works	0.00	249.55	0.00
Levies Due (Special)--Capital Works	200,000.00	90,908.81	100,000.00
Levies Due--Capital Works	40,000.00	32,036.72	40,000.00
Total revenue	240,000.00	123,195.08	140,000.00
Less expenses			
Maint Bldg--Building Rectification	20,000.00	0.00	0.00
Maint Bldg--Consultants	60,000.00	1,860.00	10,000.00
Maint Bldg--Doors & Windows	15,000.00	7,660.00	1,500.00
Maint Bldg--Fire Protection	35,000.00	84,340.91	35,000.00
Maint Bldg--Garage Doors	5,000.00	3,250.00	5,000.00
Maint Bldg--General Repair/Replacement	5,000.00	11,225.00	2,000.00
Maint Bldg--Hot Water Service	0.00	6,100.00	0.00
Maint Bldg--Lift--Refurbishment/Upgrading	0.00	1,426.00	0.00
Maint Bldg--Locks,Keys & Card Keys	0.00	584.52	0.00
Maint Bldg--Plumbing & Drainage	5,000.00	6,558.74	5,000.00
Maint Bldg--Pumps	0.00	5,796.39	0.00
Maint Bldg--Structural Rectification	40,000.00	0.00	40,000.00
Maint Grounds--Driveways/Roads/Paths	0.00	6,480.00	0.00
Total expenses	185,000.00	135,281.56	98,500.00
Surplus/Deficit	55,000.00	(12,086.48)	41,500.00
Opening balance	(49,234.48)	(37,148.00)	(37,148.00)
Closing balance	$5,765.52	-$49,234.48	$4,352.00
Total units of entitlement	10214		10214
Levy contribution per unit entitlement	$4.31		$4.31
Budgeted standard levy revenue	40,000.00		40,000.00
Add GST	4,000.00		4,000.00
Amount to raise in levies including GST	$44,000.00		$44,000.00

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ABN: 27 627 346 598

Proposed Levy Schedule to apply from 01/03/2024

The Owner's Corporation SP 86799 — 2-4 Porter Street, RYDE NSW 2112

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

Lot	Unit	Unit Entitlement	Admin Fund	Capital Works Fund	Quarterly Total	Annual Total
1	9	151.00	1,345.68	162.62	1,508.30	6,033.20
2	10	149.00	1,327.86	160.47	1,488.33	5,953.32
3	11	119.00	1,060.50	128.16	1,188.66	4,754.64
4	12	124.00	1,105.06	133.54	1,238.60	4,954.40
5	13	149.00	1,327.86	160.47	1,488.33	5,953.32
6	14	147.00	1,310.03	158.31	1,468.34	5,873.36
7	15	127.00	1,131.80	136.77	1,268.57	5,074.28
8	8	144.00	1,283.30	155.08	1,438.38	5,753.52
9	17	152.00	1,354.59	163.70	1,518.29	6,073.16
10	18	144.00	1,283.30	155.08	1,438.38	5,753.52
11	19	120.00	1,069.41	129.23	1,198.64	4,794.56
12	20	125.00	1,113.97	134.62	1,248.59	4,994.36
13	21	144.00	1,283.30	155.08	1,438.38	5,753.52
14	22	148.00	1,318.94	159.39	1,478.33	5,913.32
15	23	128.00	1,140.71	137.85	1,278.56	5,114.24
16	16	144.00	1,283.30	155.08	1,438.38	5,753.52
17	25	153.00	1,363.50	164.77	1,528.27	6,113.08
18	26	152.00	1,354.59	163.70	1,518.29	6,073.16
19	27	121.00	1,078.33	130.31	1,208.64	4,834.56
20	28	127.00	1,131.80	136.77	1,268.57	5,074.28
21	29	152.00	1,354.59	163.70	1,518.29	6,073.16
22	30	149.00	1,327.86	160.47	1,488.33	5,953.32
23	31	113.00	1,007.03	121.70	1,128.73	4,514.92
24	24	148.00	1,318.94	159.39	1,478.33	5,913.32
25	33	155.00	1,381.33	166.93	1,548.26	6,193.04
26	34	154.00	1,372.42	165.85	1,538.27	6,153.08
27	35	122.00	1,087.24	131.39	1,218.63	4,874.52
28	36	128.00	1,140.71	137.85	1,278.56	5,114.24
29	37	154.00	1,372.42	165.85	1,538.27	6,153.08
30	38	151.00	1,345.68	162.62	1,508.30	6,033.20
31	39	130.00	1,158.53	140.00	1,298.53	5,194.12
32	32	150.00	1,336.77	161.54	1,498.31	5,993.24
33	42	207.00	1,844.74	222.93	2,067.67	8,270.68
34	43	207.00	1,844.74	222.93	2,067.67	8,270.68
35	40	206.00	1,835.83	221.85	2,057.68	8,230.72
36	49	147.00	1,310.03	158.31	1,468.34	5,873.36
37	50	147.00	1,310.03	158.31	1,468.34	5,873.36

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

Lot	Unit	Unit Entitlement	Admin Fund	Capital Works Fund	Quarterly Total	Annual Total
38	51	149.00	1,327.86	160.47	1,488.33	5,953.32
39	52	119.00	1,060.50	128.16	1,188.66	4,754.64
40	53	143.00	1,274.39	154.00	1,428.39	5,713.56
41	54	148.00	1,318.94	159.39	1,478.33	5,913.32
42	55	148.00	1,318.94	159.39	1,478.33	5,913.32
43	56	150.00	1,336.77	161.54	1,498.31	5,993.24
44	57	120.00	1,069.41	129.23	1,198.64	4,794.56
45	58	143.00	1,274.39	154.00	1,428.39	5,713.56
46	59	150.00	1,336.77	161.54	1,498.31	5,993.24
47	60	150.00	1,336.77	161.54	1,498.31	5,993.24
48	61	152.00	1,354.59	163.70	1,518.29	6,073.16
49	62	121.00	1,078.33	130.31	1,208.64	4,834.56
50	63	144.00	1,283.30	155.08	1,438.38	5,753.52
51	64	152.00	1,354.59	163.70	1,518.29	6,073.16
52	65	152.00	1,354.59	163.70	1,518.29	6,073.16
53	66	154.00	1,372.42	165.85	1,538.27	6,153.08
54	67	122.00	1,087.24	131.39	1,218.63	4,874.52
55	68	144.00	1,283.30	155.08	1,438.38	5,753.52
56	69	207.00	1,844.74	222.93	2,067.67	8,270.68
57	70	207.00	1,844.74	222.93	2,067.67	8,270.68
58	5	114.00	1,015.94	122.77	1,138.71	4,554.84
59	6	114.00	1,015.94	122.77	1,138.71	4,554.84
60	7	140.00	1,247.65	150.77	1,398.42	5,593.68
61	1	147.00	1,310.03	158.31	1,468.34	5,873.36
62	2	97.00	864.44	104.46	968.90	3,875.60
63	3	144.00	1,283.30	155.08	1,438.38	5,753.52
64	4	182.00	1,621.95	196.01	1,817.96	7,271.84
65	45	122.00	1,087.24	131.39	1,218.63	4,874.52
66	46	115.00	1,024.86	123.85	1,148.71	4,594.84
67	47	180.00	1,604.12	193.85	1,797.97	7,191.88
68	48	144.00	1,283.30	155.08	1,438.38	5,753.52
69	Shop 71	67.00	597.09	72.16	669.25	2,677.00
70	Shop 44	67.00	597.09	72.16	669.25	2,677.00
71	41	205.00	1,826.92	220.78	2,047.70	8,190.80
72	72	1.00	8.91	1.08	9.99	39.96
73	73	1.00	8.91	1.08	9.99	39.96
74	74	1.00	8.91	1.08	9.99	39.96
75	75	1.00	8.91	1.08	9.99	39.96
76	76	1.00	8.91	1.08	9.99	39.96
77	77	1.00	8.91	1.08	9.99	39.96
78	78	1.00	8.91	1.08	9.99	39.96
79	79	1.00	8.91	1.08	9.99	39.96
80	80	1.00	8.91	1.08	9.99	39.96
81	81	1.00	8.91	1.08	9.99	39.96

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

Lot	Unit	Unit Entitlement	Admin Fund	Capital Works Fund	Quarterly Total	Annual Total
82	82	1.00	8.91	1.08	9.99	39.96
83	83	1.00	8.91	1.08	9.99	39.96
84	84	1.00	8.91	1.08	9.99	39.96
		10,214.00	$91,025.00	$11,000.03	$102,025.03	$408,100.12

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Proposed Levy Posting for

The Owner's Corporation SP 86799

ABN 98139815698

First instalment due date: 01/07/2024
Instalment frequency: Once-off
Number of instalments: 1
Description: Capital Works Fund Special Levy
Discount: Nil
Group:
Entitlement set: Levy Entitlement
Levy determination date: 27/04/2024

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
1	9	151.00	0.00	2,956.73	2,956.73
2	10	149.00	0.00	2,917.56	2,917.56
3	11	119.00	0.00	2,330.14	2,330.14
4	12	124.00	0.00	2,428.04	2,428.04
5	13	149.00	0.00	2,917.56	2,917.56
6	14	147.00	0.00	2,878.40	2,878.40
7	15	127.00	0.00	2,486.78	2,486.78
8	8	144.00	0.00	2,819.66	2,819.66
9	17	152.00	0.00	2,976.31	2,976.31
10	18	144.00	0.00	2,819.66	2,819.66
11	19	120.00	0.00	2,349.72	2,349.72
12	20	125.00	0.00	2,447.62	2,447.62
13	21	144.00	0.00	2,819.66	2,819.66
14	22	148.00	0.00	2,897.98	2,897.98
15	23	128.00	0.00	2,506.36	2,506.36
16	16	144.00	0.00	2,819.66	2,819.66
17	25	153.00	0.00	2,995.89	2,995.89
18	26	152.00	0.00	2,976.31	2,976.31
19	27	121.00	0.00	2,369.30	2,369.30
20	28	127.00	0.00	2,486.78	2,486.78
21	29	152.00	0.00	2,976.31	2,976.31
22	30	149.00	0.00	2,917.56	2,917.56
23	31	113.00	0.00	2,212.65	2,212.65
24	24	148.00	0.00	2,897.98	2,897.98
25	33	155.00	0.00	3,035.05	3,035.05
26	34	154.00	0.00	3,015.47	3,015.47
27	35	122.00	0.00	2,388.88	2,388.88
28	36	128.00	0.00	2,506.36	2,506.36
29	37	154.00	0.00	3,015.47	3,015.47
30	38	151.00	0.00	2,956.73	2,956.73
31	39	130.00	0.00	2,545.53	2,545.53
32	32	150.00	0.00	2,937.15	2,937.15
33	42	207.00	0.00	4,053.26	4,053.26
34	43	207.00	0.00	4,053.26	4,053.26
35	40	206.00	0.00	4,033.68	4,033.68
36	49	147.00	0.00	2,878.40	2,878.40
37	50	147.00	0.00	2,878.40	2,878.40

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
38	51	149.00	0.00	2,917.56	2,917.56
39	52	119.00	0.00	2,330.14	2,330.14
40	53	143.00	0.00	2,800.08	2,800.08
41	54	148.00	0.00	2,897.98	2,897.98
42	55	148.00	0.00	2,897.98	2,897.98
43	56	150.00	0.00	2,937.15	2,937.15
44	57	120.00	0.00	2,349.72	2,349.72
45	58	143.00	0.00	2,800.08	2,800.08
46	59	150.00	0.00	2,937.15	2,937.15
47	60	150.00	0.00	2,937.15	2,937.15
48	61	152.00	0.00	2,976.31	2,976.31
49	62	121.00	0.00	2,369.30	2,369.30
50	63	144.00	0.00	2,819.66	2,819.66
51	64	152.00	0.00	2,976.31	2,976.31
52	65	152.00	0.00	2,976.31	2,976.31
53	66	154.00	0.00	3,015.47	3,015.47
54	67	122.00	0.00	2,388.88	2,388.88
55	68	144.00	0.00	2,819.66	2,819.66
56	69	207.00	0.00	4,053.26	4,053.26
57	70	207.00	0.00	4,053.26	4,053.26
58	5	114.00	0.00	2,232.23	2,232.23
59	6	114.00	0.00	2,232.23	2,232.23
60	7	140.00	0.00	2,741.34	2,741.34
61	1	147.00	0.00	2,878.40	2,878.40
62	2	97.00	0.00	1,899.35	1,899.35
63	3	144.00	0.00	2,819.66	2,819.66
64	4	182.00	0.00	3,563.74	3,563.74
65	45	122.00	0.00	2,388.88	2,388.88
66	46	115.00	0.00	2,251.81	2,251.81
67	47	180.00	0.00	3,524.57	3,524.57
68	48	144.00	0.00	2,819.66	2,819.66
69	Shop71	67.00	0.00	1,311.92	1,311.92
70	Shop44	67.00	0.00	1,311.92	1,311.92
71	41	205.00	0.00	4,014.10	4,014.10
72	72	1.00	0.00	19.58	19.58
73	73	1.00	0.00	19.58	19.58
74	74	1.00	0.00	19.58	19.58
75	75	1.00	0.00	19.58	19.58
76	76	1.00	0.00	19.58	19.58
77	77	1.00	0.00	19.58	19.58
78	78	1.00	0.00	19.58	19.58
79	79	1.00	0.00	19.58	19.58
80	80	1.00	0.00	19.58	19.58
81	81	1.00	0.00	19.58	19.58
82	82	1.00	0.00	19.58	19.58
83	83	1.00	0.00	19.58	19.58
84	84	1.00	0.00	19.58	19.58

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
Totals		10,214.00	$0.00	$200,000.02	$200,000.02
GST included in amounts to be raised			$0.00	$18,181.71	$18,181.71
Amount to be raised per unit of entitlement			$0.00	$19.58	$19.58

Strata Schemes Management Act 2015.

PROXY APPOINTMENT FORM

Date .....

I/We .....

the owners of lot ..... in Strata Plan No. .....

Appoint .....

of .....

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

Alternatively

I/We .....

appoint .....

of .....

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

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

***Tick or complete whichever applies.**

☐ 1 meeting

☐ …… month/s

☐ 12 months or 2 consecutive Annual General Meetings

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

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

OR

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

Specify the matters and any limitations on the manner in which you want the proxy to vote. *Circle selection.*

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

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

* **Note** – If this matter is not to be considered, then this section 3 is to be deleted from the proxy form

.....

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

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

Signature of all registered owner/s .....

Notes on appointment of proxies

1 *This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before the first meeting in relation to which it is to operate (in any other case).*

2 *This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.*

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

4 *If a person holds more than the total number of proxies permissible, the person cannot vote using any additional proxies. The total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution are as follows:*

(a) *if the strata scheme has 20 lots or less, one,*

(b) *if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.*

5 *A provision of a contract for the sale of a lot in a strata scheme, or of any ancillary or related contract or arrangement, is void and unenforceable to the extent that it:*

(a) *requires the purchaser of a lot, or any other person, to cast a vote at a meeting of the owners corporation at the direction of another person, or*

(b) *requires the purchaser to give a proxy at the direction of another person for the purpose of voting at a meeting of the owners corporation (that is a person cannot rely on any such proxy to cast a vote as a proxy).*

Notes on rights of proxies to vote:

1. *A duly appointed proxy:*

(a) *may vote on a show of hands (or by any other means approved by a general resolution at a meeting of the owners corporation), subject to any limitation in this form, or may demand a poll, and*

(b) *may vote in the person's own right if entitled to vote otherwise than as a proxy, and*

(c) *if appointed as a proxy for more than one person, may vote separately as a proxy in each case.*

2. *A proxy is not authorised to vote on a matter:*

(a) *if the person who appointed the proxy is present at the relevant meeting and personally votes on the matter, or*

(b) *so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a strata managing agent, building manager or on-site residential property manager, or*

(c) *if the right to vote on any such matter is limited by this form.*

Strata Life Pty Ltd
P: (02) 9456 9965
E: contact@thestratalife.com.au
North Shore
3/143 Peats Ferry Road
Hornsby NSW 2077
Northern Beaches
21 Lawrence Street
Freshwater NSW 2096
Liability Limited by a scheme approved under Professional Standards Legislation.

StrataLife
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Level 1, 3/45-47 Hunter St
Hornsby NSW 2077
Northern Beaches
21 Lawrence St
Freshwater NSW 2096
(02) 9456 9965
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ABN: 27 627 346 598
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MINUTES OF AN ANNUAL GENERAL MEETING

THE OWNERS CORPORATION - STRATA PLAN 86799

ADDRESS OF STRATA SCHEME: 2-4 Porter Street, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of the Owners Strata Plan 86799 was held on Tuesday, 21 May 2024 via Zoom at 06:00 PM.

PRESENT:
Eindra Aung (Lot 1 & Lot 77)
Diego Amaya (Lot 5)
Casey Metcalfe (Lot 7)
Elaine Ho (Lot 9)
Froilan & Alison Tenoria (Lot 28)
Wenwen Zhang (Lot 30)
Desiree Wong (Lot 31)
Chant Kupdjian (Lot 41)
Joel D'Mello (Lot 51)
Xiaozheng Qiu (Lot 53)
Steen Cummings (Lot 60)
Benjamin Halse (Lot 62)
Chuen Zhao (Lot 64)
Jia Ding (Lot 65)
Kadambari Gandhi (Lot 70)
Somayeh Kargar (Lot 71)

IN ATTENDANCE:
Pedro Scrage and Pavel Sala on behalf of Agile Building Management
Robert Fothergill on behalf of Strata Life

CHAIRPERSON & SECRETARY: Robert Fothergill was elected as Chairperson and Secretary of the meeting by invitation and declared a quorum present after 30 minutes.

1 MINUTES

RESOLVED: That the Owners Corporation - Strata Plan 86799 confirm the minutes of the last general meeting held on 6th December 2023 as a true record and accurate account of that meeting.

2 INSURANCES

RESOLVED: That the Owners Corporation - Strata Plan 86799:

a. Confirmed the insurance policies currently in place and authorised the Committee with increasing, altering or adding to the policies;
b. Confirmed no additional insurances are required and authorised the Committee to enact additional insurances as referred to in Act section 165 (2) if deemed necessary ;
c. Acknowledged their obligation to provide/disclose to the insurer, either upon renewal or throughout the policy period, any item requiring disclosure under the policy including, but not limited to a Work Health and Safety report, defects reports, asbestos reports etc;

d. Authorised the Managing Agent to renew the insurances in accordance with the insurer or brokers recommendation if no alternate instruction has been received from the Committee prior to the renewal date; and
e. Instruct the Strata Manager NOT to engage a registered valuer to undertake a valuation for insurance purposes and further authorise the managing agent to forward a copy of the insurer.

3 FIRE SAFETY MEASURES

RESOLVED: That the Owners Corporation - Strata Plan 86799 considered the Annual Fire Safety Statement, determined any action required and further authorise the Managing Agent, Building Manager or Committee to engage an accredited practitioner (fire safety practitioner), sign and affix the common seal of the Owners Corporation (in accordance with Section 273 of the Act) to documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement.

4 COMMON PROPERTY SAFETY REPORT

MOTION DEFEATED: That the Owners Corporation - Strata Plan 86799 appoint a consultant to undertake a safety report of the common property to identify any unforeseen risks that may affect the common areas.

5 ASBESTOS SURVEY REPORT

MOTION WITHDRAWN: That the Owners Corporation - Strata Plan 86799 appoint a consultant to undertake an asbestos survey of the common property (including the establishment of an asbestos register and management plan if asbestos is found in the scheme).

6 WINDOW LOCK DEVICES

MOTION DEFEATED: That the Owners Corporation - Strata Plan 86799 undertake an inspection of all window child safety devices previously installed to windows and that the Managing Agent be authorised to engage an appropriately qualified third party to undertake this inspection.

7 OTHER COMPLIANCE MEASURES

RESOLVED: That the Owners Corporation - Strata Plan 86799 considered other compliance measures applicable for the scheme and determined no action is required.

8 PEST INSPECTION & TREATMENT

MOTION DEFERRED TO STRATA COMMITTEE: That the Owners Corporation - Strata Plan 86799 appoint a contractor to undertake a termite inspection and pest treatment of the common property.

9 UTILITY SUPPLY AGREEMENTS

RESOLVED: That the Owners Corporation - Strata Plan 86799 considered any agreement for the supply of electricity, gas or any other utility and agreed that the managing agent be authorised to enter into a utility agreement if beneficial for the scheme up to a maximum agreement term of 3 years.

10 HEDGE TRIMMING

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved hedge trimming works by Agile Building Management at a cost of $1,600 + GST.

11 PRESSURE CLEANING QUOTES

RESOLVED: That the Owners Corporation - Strata Plan 86799 discussed the cleaning of the garage flooring and external tiles and approved Agile Building Management to proceed at a cost of $2,190 + GST for both services.

12 INSTALLATION OF TAP

MOTION DEFEATED: That the Owners Corporation - Strata Plan 86799 resolve by special resolution in accordance with Section 108(2) of the Act to install a tap in the bin area so the garbage room and bins can be cleaned,
at the cost of the Owners Corporation for the purposes of improving or enhancing the common property. For clarity, the Owners Corporation shall have the responsibility for ongoing repair, maintenance and replacement (if required).

Note - The cleaners have agreed to use a hose running through the foyers to clean these areas.

13 MOULD AFFECTING LOT 7 CAR

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved the request from Lot 7 to reimburse $440 cost for mould treatment to their vehicle.

14 LIGHTING WORKS

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved the quotation received for further works required to the common property lighting by All Styles Electrical at a cost of $6,358.00 + GST.

15 BUILDING MANAGERS HOURS

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved the additional 5 hours a week for the building manager on the property due to the continued excess hours spent as detailed below from Agile Building Management, at a cost of $58,000 + GST per annum.

16 UPDATE REGARDING CONSULTANTS

That the Owners Corporation - Strata Plan 86799 discussed the most recent update from the consultants and **RESOLVED** to appoint RHM Consulting to proceed with their quotation for consulting services for the water penetration issues as dated 15th May 2024 and attached to these minutes. The works include investigation works estimated at $17,200 - $27,000 + GST (including contractor attendance), preparation of specifications at $26,500 + GST and preparation of regulated designs $22,500 + GST and undertaking the Tender Process $6,000 + GST).

17 OUTSTANDING FIRE WORKS

The Owners Corporation - Strata Plan 86799 discussed the outstanding fire related works and the Strata Managing Agent advised that the amalgamated reports on the passive fire equipment is due shortly and that the Strata Committee will have to consider the next steps in regards to outstanding passive fire inspection estimated at $11K for inspection hatches to be installed in some units.

18 CAPITAL WORKS FUND FORECAST

MOTION DEFEATED: That the Owners Corporation - Strata Plan 86799 engage a suitably qualified consultant to prepare a capital works forecast.

19 FINANCIAL INFORMATION

RESOLVED: That the Owners Corporation - Strata Plan 86799 adopt the statement of key financial information prepared by the Owners Corporation for the administrative and the capital works funds for the 12 months ending 29/02/2024, together with the auditor's report.

20 AUDITOR

RESOLVED: That the Owners Corporation - Strata Plan 86799 undertake an audit for the current financial period and appoint Economos as the auditor.

21 LEVY COLLECTION

RESOLVED: That the Owners Corporation - Strata Plan 86799 authorise the Managing Agent and the Strata Committee, for the purpose of collecting levy contributions, interest and recovery costs, to do any of the following:

a. Levy Recovery Step 1: issue a reminder levy notice after 35 days from the levy due date;
b. Levy Recovery Step 2: issue 1st levy recovery letter after 64 days from the levy due date;
c. Levy Recovery Step 3: issue 2nd levy recovery letter after 94 days from the levy due date;
d. Levy Recovery Step 4: after 103 days after the original date the levy was due, and where the debt is in excess of $500.00, to appoint the services of a debt collection agency, seek legal advice, the provision of legal services for the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest, remove interest payable for late contributions, approve payment plans generally or for specific lot owners, the engagement of Solicitors and/or counsel for the purposes of proceedings, the managing agent to instruct the Solicitor and/or legal counsel in relation to the advice, services or action.

22 COMMISSIONS AND TRAINING SERVICES

RESOLVED: That the Owners Corporation - Strata Plan 86799 note the report from the Managing Agent included in the meeting agenda on commissions and training services received and expected to be received.

23 BY- LAW REVIEW

RESOLVED: That the Owners Corporation - Strata Plan 86799 reviewed the by-laws of the scheme, including any by-law motions included with this agenda and authorise the managing agent to engage a solicitor to carry out a consolidation of any changes to the by-laws.

24 MAJOR RENOVATIONS SPECIAL BY-LAW

RESOLVED: That The Owners - Strata Plan 86799 by Special Resolution, pursuant to Sections 136 and 141 of the Strata Schemes Management Act 2015, to make a Special By-Law in the terms and conditions set out below:

1. This by-law is made for the purposes of managing, regulating and controlling the carrying out of Major Renovations which affect the common property.

2. For the purposes of this by-law, "Owner" means any owner or owners of a lot in this strata scheme.

3. Each Owner has the right to undertake the following "Major Renovations" or "Works", subject to the following conditions and the Owners Corporation's rights -

(a) Work involving structural changes such as the removal of the whole or part of a load-bearing wall, or the installation of structural support beams;
(b) Work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, shutters, pergola or vergola or installation of a new window in a boundary wall of your apartment;
(c) Waterproofing works to the bathroom, kitchen and/or laundry walls within a lot which includes the laying of a new waterproof membrane;
(d) Waterproofing works to the external balconies and courtyards within a lot;
(e) Work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning & Assessment Act 1979.

4. Where any works covered under clause 3 of this by-law were undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.

5. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before undertaking the Major Renovations

6. The Owner must notify the Owners Corporation at least 21 days before undertaking the Major Renovations and obtain the prior written approval from -

(a) the Strata Committee of the Owners Corporation; and
(b) the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required); and
(c) any other relevant statutory authority whose requirements apply to undertaking the works.

7. The Owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:

(a) plans and drawings;
(b) specifications of work;
(c) if the works involve the replacement or removal of any wall or walls, then a report from a licensed structural engineer and certification that the removal of the wall or walls shall not undermine the structural integrity of the building;
(d) evidence of completed and lodged documentation if the works require a regulated design by a design practitioner as per the Design and Building Practitioners Act (2020) and Regulations (2021); and
(e) any other documents reasonably required by the Strata Committee.

8. The Strata Committee may require you to submit a by-law together with your written consent to that by-law if the Major Renovations will involve alterations or additions to a common area.

9. The Owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of $10,000,000 and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Strata Committee.

10. The Owner must ensure that all works undertaken comply with the standards as set out in the Building Code of Australia (BCA), Australian Standards and the Design and Building Practitioners Act (2020) and Regulations (2021) current at the time the works are undertaken.

Carrying out the Major Renovations

11. In carrying out the works, the Owner must:

(a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;
(b) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
(c) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
(d) ensure security of the building by not causing the front security door to be fixed open for an unreasonable period of time;
(e) only undertake works at the times approved by the Strata Committee;
(f) not create noise that causes unreasonable discomfort, disturbance or interference with the activities of any other occupier of the building; and
(g) remove all debris resulting from undertaking the works immediately from the building.

12. The Owner must ensure that the Major Renovations shall be done:

(a) in a proper and workmanlike manner and by duly licensed contractors; and
(b) in accordance with the drawings and specifications approved by the consent/statutory authority and the Strata Committee.

After completing the Major Renovations

13. If required, the Owner must deliver to the Strata Committee:

(a) if the works involved waterproofing works to the kitchen, bathroom, laundry and external balcony/courtyard works, a waterproofing certificate by a Master Plumber or Certifier to evidence that the waterproofing has been applied
in accordance with industry best practice and AS/NZS standards;
(b) evidence that the requirements of the Design and Building Practitioners Act (2020) and Regulations (2021) have been met; and
(c) any other document reasonably required by the Strata Committee in relation to the works undertaken by the Owner.

Repair and Maintenance

14. The Owner must, at the Owner's cost:
(a) properly maintain and keep the common property to which the Major Renovations are erected or attached in a state of good and serviceable repair; and
(b) properly maintain and keep the Major Renovations in a state of good and serviceable repair and must replace them (or any part of them) as required from time to time.

15. If the Owner removes the works or any part of the works undertaken under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

16. The Owner indemnifies the Owners Corporation against -
(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or a person to the extent that such injury, loss or damage arises from or in relation to the Major Renovations;
(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Major Renovations;
(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Major Renovations; and
(d) liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of repair of the common property attached to the Major Renovations.
(e) not complying with the requirements of the Design and Building Practitioners Act (2020) and Regulations (2021);

17. Any loss and damage suffered by the Owners Corporation as a result of the Owner undertaking the Major Renovations may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

18. To the extent that section 106 (3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the works proposed under this by-law.

Breach of By-law

19. The Owners Corporation reserves the right to take action against the Owner to replace the Major Renovations or reinstate the common property affected by the works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

Miscellaneous

20. The Managing Agent is authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the Strata Schemes Management Act 2015.

Voting by Unit Entitlement:

For - 1964

Against - 0

Abstain - 292

25 RENOVATION - BATHROOM LOT 9/UNIT 17

RESOLVED: That the Owners Corporation - Strata Plan 86799 by special resolution approved the bathroom renovation request, submitted by the owner of Lot 9/Unit 17 and included with the meeting agenda. This approval is in accordance with the Minor Renovations Special By-law, Major Renovation Special By-law passed at this meeting, Section 108 (2) and 110 of the Act and subject to the below conditions. For clarity, the owner of the lot will be responsible for ongoing maintenance.

Conditions:

- Any works undertaken are to be as per the plans and scope provided in the renovation application presented and approved by the Owners Corporation.

- Any building/installation costs and any ongoing maintenance to be at no cost to the Owners Corporation.
- The building works/installation is to be done in a workman like manner by a licensed and insured tradesman.
- The completed work is to be in keeping with the rest of the building.
- Any council approvals are to be arranged by the owner prior to works commencing.
- Waste material/debris is to be removed from the common property immediately and disposed of correctly at no cost to the Owners Corporation.
- The lot owners must ensure their contractors undertaking the renovations do not undertake works in a way that may trigger the fire alarm system, from excessive dust for example. The owner confirms they will be responsible for any false fire alarm callout fee from NSW Fire Services.
- No undue obstructions are to be caused to other residents during construction/installation.
- Sufficient notification to surrounding neighbours who will likely be affected by any noisy works is to take place prior to any works commencing.
- The above conditions to be binding on any successor in title.
- Any requirements under the schemes by-laws, Section 110 of the Act and Clause 28 of the Strata Schemes Management Regulation 2016 are adhered to.
- Work is only to be done during the hours stipulated by Council.

Voting by Unit Entitlement:

For - 2256

Against - 0

Abstain - 0

26 REIMBURSEMENT OF WATERPROOFING COST

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved the request from lot 9/Unit 17 to reimburse the cost of waterproofing of $3,998 inc GST back to the owner.

27 RENOVATION - BATHROOM LOT 28/UNIT 36

RESOLVED: That the Owners Corporation - Strata Plan 86799 by special resolution approve the bathroom renovation request, submitted by the owner of lot 28/Unit 36 and included with the meeting agenda. This approval is in accordance with the Minor Renovations Special By-law, Major Renovation Special By-law passed at this meeting, Section 108 (2) and 110 of the Act and subject to the below conditions. For clarity, the owner of the lot will be responsible for ongoing maintenance.

Conditions:

- Any works undertaken are to be as per the plans and scope provided in the renovation application presented and approved by the Owners Corporation.
- Any building/installation costs and any ongoing maintenance to be at no cost to the Owners Corporation.
- The building works/installation is to be done in a workman like manner by a licensed and insured tradesman.
- The completed work is to be in keeping with the rest of the building.
- Any council approvals are to be arranged by the owner prior to works commencing.
- Waste material/debris is to be removed from the common property immediately and disposed of correctly at no cost to the Owners Corporation.
- The lot owners must ensure their contractors undertaking the renovations do not undertake works in a way that may trigger the fire alarm system, from excessive dust for example. The owner confirms they will be responsible for any false fire alarm callout fee from NSW Fire Services.
- No undue obstructions are to be caused to other residents during construction/installation.
- Sufficient notification to surrounding neighbours who will likely be affected by any noisy works is to take place prior to any works commencing.
- The above conditions to be binding on any successor in title.
- Any requirements under the schemes by-laws, Section 110 of the Act and Clause 28 of the Strata Schemes Management Regulation 2016 are adhered to.
- Work is only to be done during the hours stipulated by Council.

Voting by Unit Entitlement:

For - 2256

Against - 0

Abstain - 0

28 REIMBURSEMENT FOR WORKS TO COMMON PROPERTY UNIT 45/LOT 65

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved the reimbursement for works paid by the owner to common property due to water penetration into unit 45/Lot 65 at a cost of $2,404.60 inc GST.

29 WATER INGRESS ISSUES

The Owners Corporation - Strata Plan 86799 considered a number of other water penetration issues affecting units including the below and in principal approved the works but **RESOLVED** to defer the decision on approval of the works to the Strata Committee to see if comparison quotes were required.

- Delyn Constructions - 22527 - Unit 8 Leak Repairs - $2,134.00
- Delyn Constructions - 22528 - Unit 35 Leak Repairs - $3,564.00
- Delyn Constructions - 22529 - Unit 36 Leak Repairs - $2,079.00
- Delyn Constructions - 22530 - Unit 67 Leak Repairs - $1,206.17
- Delyn Constructions - 22535 - Unit 49 Leak Investigation - $770.00

30 REPAIR OF LIFT CEILING

MOTION DEFEATED: That the Owners Corporation - Strata Plan 86799 consider the quotation to repair the ceiling lift at a cost of $1,457. 40 + GST.

31 CARPET REPLACEMENT

MOTION DEFERRED FOR FURTHER CONSIDERATION BY THE STRATA COMMITTEE: That the Owners Corporation - Strata Plan 86799 consider replacement of the carpets in the common areas

32 INTERNAL PAINTING

MOTION DEFERRED FOR FURTHER CONSIDERATION BY THE STRATA COMMITTEE: That the Owners Corporation - Strata Plan 86799 consider internal painting of common areas.

33 BUDGET & LEVY CONTRIBUTIONS

AMENDED & RESOLVED: That the Owners Corporation - Strata Plan 86799:

a. Adopted the estimated receipts and payments (budget) for the Administrative and Capital Works Funds included in the agenda with a 30% increase of levies.

b. Determined that the following amounts are to be levied to raise the estimated contributions:

Administrative Fund, the sum of **$344,500.00** (Including GST)

Capital Works Fund, the sum of **$0.00**

c. Determine that those amounts are to be paid by regular equal instalments on:
1/06/2024, 1/09/2024, 1/12/2024, 1/03/2025.

d. Determine that the Administrative and Capital Works Funds contributions be continued at quarterly intervals until further determined.

34 STRATA LOAN

MOTION DEFEATED: That the Owners Corporation - Strata Plan 86799 consider Strata Loan proposals as possible funding options for the current or future works instead of, or alongside, special levies being raised.

35 SPECIAL LEVY

RESOLVED: That the Owners Corporation - Strata Plan 86799:

a. Raise, under Section 81 (4) of the Act, a special levy of $200,000.00 inc GST to offset the shortfall in available funds necessary to pay for works and services approved at this meeting, to be raised to the Capital Works Fund as per the Unit Entitlement of the Strata Scheme.
b. Determine this special levy to be due and payable in equal instalments on 15/06/2024 and 15/08/2024.

36 STRATA COMMITTEE

RESOLVED: That the Owners Corporation - Strata Plan 86799:

a. Received and recorded nominations for election to the Committee:

- Benjamin Halse (Unit 2)
- Eliza Zhao (Unit 4)
- Casey Metcalfe (Unit 15)
- Wenwen Zhang (Unit 38)
- Kadambari Gandhi (Unit 44)
- Chant Kupdjian (Unit 54)
- Joel D'Mello (Unit 64)

b. Received and recorded any "connections" with the original owner (developer) or Building Manager disclosed by the candidates for election to the Committee in accordance with the Act.
Notes: No "connections" were disclosed by the candidates

c. Determined the number of members of the Committee as 7;

d. Elected the nominated candidates to the Committee.

Notes: as the number of nominations equalled the number of members of the Committee, the chairperson declared those who nominated be elected to the Committee.

37 RESTRICTED MATTERS

RESOLVED: That the Owners Corporation - Strata Plan 86799 impose no additional restrictions on the Committee.

38 ANNUAL REPORTING REQUIREMENTS

RESOLVED: That the Owners Corporation - Strata Plan 86799 authorised the Managing Agent to provide information, documents and updates to NSW Fair Trading required under sections 43, 43A, 43B and 43C of the Regulations and determine that the emergency contact person for the scheme is the Building Manager for the Strata Scheme.

39 VISITOR PARKING

MOTION DEFERRED TO THE STRATA COMMITTEE: That the Owners Corporation - Strata Plan 86799 discuss possible options for the ongoing visitor parking issues being experienced and determine how to proceed to rectify this.

40 ITEMS STORED ON COMMON PROPERTY

RESOLVED: That the Owners Corporation - Strata Plan 86799 authorise the removal of any personal property being stored in common areas and authorise the Strata Committee to instruct the Building Manager and Strata Managing Agent to undertake actions as they determine.

41 ELECTRONIC VOTING

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved, pursuant to sections 14, 14A and 15 of the Regulations:

a. Voting by means of teleconference, video-conferencing, email or other electronic means while participating in a meeting from a remote location; and
b. The adoption of voting wholly by pre-electronic voting by means of email or voting website for any meeting of the Owners Corporation other than the Annual General Meeting.

42 MEETING DATE

RESOLVED: That the Owners Corporation - Strata Plan 86799 set the date of the next Annual General Meeting for Tuesday 20th May 2025 and authorise the Committee and Managing Agent to amend that date if required.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 10:36 PM.

MINUTES OF STRATA COMMITTEE MEETING

THE OWNERS CORPORATION - STRATA PLAN 86799

ADDRESS OF STRATA SCHEME: 2-4 Porter Street, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: A meeting of the Strata Committee of the Owners Corporation - Strata Plan 86799 was held on Tuesday, 21 May 2024 immediately following the Annual General Meeting.

PRESENT:

APOLOGIES:

IN ATTENDANCE: Robert Fothergill on behalf of Strata Life and other owners in attendance at the Annual General Meeting

CHAIRPERSON & SECRETARY: Robert Fothergill was elected as Chairperson and Secretary of the meeting by invitation

1. DISCLOSURE OF PECUNIARY INTEREST
NOTED: That the Strata Committee - Strata Plan 86799 received no declarations at the meeting of any pecuniary interests by any member of the Strata Committee.

2. MINUTES:
RESOLVED: That the Strata Committee - Strata Plan 86799 approved the minutes of the last Strata Committee meeting and confirmed them as a true record and accurate account of that meeting.

3. OFFICE BEARERS:
RESOLVED: That the Strata Committee - Strata Plan 86799 elected the following Office Bearers of the Strata Committee:

- Chairperson: Kadambari Gandhi (Unit 44)
- Secretary: Casey Metcalfe (Unit 15)
- Treasurer: Joel D'Mello (Unit 64)

4. LIFT
RESOLVED: That the Strata Committee - Strata Plan 86799 authorised the strata managing agent to obtain an Annual Safe To Operate/Maintenance Certificate for the lift(s). This is to be provided by the lift maintenance contractor for registration of the lifts with Safe Works NSW (All lifts).

Closure: That all business being concluded, the chairperson declared the meeting closed at 10:43 PM.

RHM Consultants

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Suite G.02 385 Sydney Road
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2 Dick Street
Newcastle West NSW 2302

Telephone: +61 2 9819 6022
www.rhmconsultants.com.au

15 May 2024

Reference: 15-2116 240513 INVSDTCS FEE SN

The Owners – Strata Plan 86799
c/- The Strata Life

Attention: Robert Fothergill
Email: Robert@thestratalife.com.au

Dear Robert,

RE: FEE PROPOSAL | REMEDIAL BUILDING WORKS
2-4 PORTER STREET, RYDE
STRATA PLAN 86799

We refer to recent emails dated *9* and *16 April 2024* regarding our engagement to assess various *water issues* at the subject property.

We attended site on the 25th March 2024 and did a visual assessment of the ground floor podium area, internal units on the ground floor and the basement carpark.

We have provided some preliminary advice on the items listed below.

- *Defective Overflow provisions (at the Ground floor)* will need to be addressed with a waterproofing design supplemented by a drainage design;
- *Defective Basement Drainage* will need to be addressed with a drainage design supplemented by a waterproofing design.

The technical aspects on the above issues are as follows:

Defective Overflow provisions (at the Ground floor)

The primary *water issue* in this instance relates to finished levels. Specifically, the finished level of the external area, the finished level of the internal area, the finished level of water overflow, and the finished level of the waterproofing.

The design of the external area needs to have the waterproofing height above the level of the overflow. The design principal is that in a worst-case scenario, drainage systems become blocked in combination with a heavy deluge, the interior of the building needs to be protected and directed away from the building.

ltants Pty Ltd ABN 49 120 451 818

This is achieved by:

- Ensuring the overland path of water flow to drainage is effective and efficient (achieved through falls and adequate drainage);
- Having the waterproofing around the perimeter of the external area higher than the level of the overflow (this is achieved through the structure like step downs or hobs in concrete slabs and vertical membrane terminations with flashings);
- Ensuring that the overland path of overflow water is direct and of low risk of blockage or restriction.

In this instance, the ground floor has the following design faults (in our view):

- The waterproof membrane vertical upturn termination for the perimeter of the building appears to retro-fitted and not correctly interfaced up behind floor-to-ceiling doors and windows. This would likely cause overflow and lateral water ingress issues;
- The finished heights of the waterproofing compared to the overflow height appear to be lower;
- The path of overland overflow is from the northern side of the property towards the entry of property at the south-eastern corner of the property.

There is a roof/awning above these areas which would help mitigate risk limiting water load however with prolonged wind driven rain, water load is still going to accumulate on the area.

We will need to consider a primary waterproofing design for:

- Waterproof upturn heights;
- Falls and finish levels of external areas;
- Removal of windows and doors to implement correct waterproof detailing and construct a structural element (e.g. a concrete hob) so that there is stable substrate to waterproof and prevent lateral water ingress;
- Consultation with Forensic Engineering Australia (*FEA*) about location and sizing of drains and overflows.

What also needs to be considered is 'demarcation' as the extent and termination of waterproofing. We note that the perimeter planterboxes are porous and likely leak water. In that case, entire ground floor surrounding the building will need to be refurbished. Specifically:

- All the ground floor tiling and bedding material lifted;
- All the perimeter planterboxes excavated and emptied;
- All the ground floor sliding doors and floor-to-ceiling windows replaced;
- There will be a likely requirement for planning approvals to complete work on the planterboxes on the boundary;
- There will likely be a requirement for consultation with the neighbouring property due to the requirement to complete work on the boundary;
- There will likely be a requirement for consultation with local Council about re-configuring drainage on the ground floor.

Defective Basement Drainage

The issue is that water penetration is occurring into the basement carpark. It is common to have water penetration into basement carparks. It is generally expected. It is typically managed by drainage within the carpark with perimeter drains and gutters controlling and directing the water into the stormwater drainage system.

FEA needs to provide a primary solution with designing the number and size of the drains within the carpark to be implemented to correctly control and discharge the expect volume of water that enters the carpark.

With the drainage design, we will be able to supplement this with a design for the perimeter gutters/drains (i.e. a concrete hob offset from the base of the walls), and then the manner to which it is waterproofed and finished to contain the water with the drain and direct it to stormwater pits. There will also need to be designs to consider the cutting, coring, and reinstatement of concrete slabs.

Brief

We thank you for the opportunity to outline the services *RHM Consultants* can provide to assist the Owners Corporation. We can specify and oversee a project to rectify the above issues.

We note that the proposed works will be subject to the legislative requirements of the *Design and Building Practitioners Act 2020* and the *Design and Building Practitioners Regulation 2021*, given the property is a *Class 2* residential building pursuant to the Building Code of Australia.

To this end, there will be a requirement for the works to be designed by a registered *Design Practitioner,* involving the preparation of *Regulated Designs* and *Design Compliance Declarations* that state the compliance of the proposed works with the requirements of the Building Code of Australia and associated Australian Standards. These *Regulated Designs* and *Design Compliance Declarations* must be prepared and lodged on the NSW Government planning portal prior to the commencement of the *Regulated Design* work.

As works of a complex and expensive nature are required, we recommend the preparation of a remedial works specification with tenders called from four (4) qualified contractors. Once the tenders are received the Owners Corporation can assess the costs against budgets and prioritise/stage as required. We can assist the Owners Corporation with these ongoing services as follows.

Scope of our engagement and fee structure

1. Investigations

In the first stage, there is a requirement to complete investigation works and diagnostics works to ascertain all the underlying (concealed) construction detail. Specifically:

- Demolishing sections of tiling and bedding to ascertain the bedding thickness/heights;
- Emptying sections of the planterboxes to ascertain the waterproofing and drainage configuration;
- Spray testing window and door thresholds.

The above list is not exhaustive.

Given the nature and extent of investigations and testing, we are unable to include a fixed provision for them. Consequently, to arrange and oversee such investigations and testing will be based on the **hourly rates** listed on the attached schedule 'FEES ON A TIME BASIS'. The services will primarily be provided by a *Senior Engineer | Senior Building Consultant* (i.e., $300.00 + GST per hour).

It is difficult to estimate the time that will be expended (including all preliminary organisation, site attendance, oversight of investigations, and reporting) because the nature and extent of the investigations and testing is currently unknown. Based on our experience on other similar matters, it is conservatively suggested that around 24 - 40 hours (i.e. 3 - 5 days) may be expended.

Accordingly, a **budget of around $7,200.00 to $12,000.00 plus GST** is recommended for the investigations and testing.

We will also require the assistance of a Contractor (**an allowance of $10,000.00 - $15,000.00 plus GST** is likely required). In that instance, we will meet a Contractor on site to then obtain a proposal with rates and costs required. We would then forward onto the Owners Corporation for approval.

If it appears that the fees for our ongoing engagement are exceeding our initial estimates, we will consult with the Owners Corporation and seek further directions.

2. Specification

- Meet with the Strata Committee to discuss the requirements of the Owners Corporation.
- Preparation of a specification for the remedial building works to address the requirements of the Owners Corporation.
- Specification to prescriptively outline materials and methods to undertake the works.
- Liaise with *FEA* to collaborative on a stormwater drainage design.
- Specification will be segregated into work packages if possible.
- Liaise with product manufacturers regarding the most appropriate products for the works.
- Assessment of specification by a registered *Design Practitioner* so that, if required, the specification will satisfy the requirements of the *Design and Building Practitioners Act 2020*.
- Provide a complete digital copy of the specification suitable for tendering.

Our fee for *Item 2* is $26,500.00 + GST (total $29,150.00)

3. Preparation of *Regulated Designs*

- Prepare *Regulated Designs* for the relevant components of the building work, to be prepared concurrently with the *Specification* outlined in *Item 2* above.

The *Design and Building Practitioners Act 2020* ('DBPA') introduces new regulatory requirements for certain elements of building work. Where the DBPA applies, a *Registered Design Practitioner* is required to prepare a *Design Compliance Declaration* for submission to NSW Fair Trading, prior to the *Regulated Design* works commencing.

RHM Consultants has registered *Design Practitioners*, so that we can support Owners Corporations in meeting regulatory requirements and promoting quality outcomes for projects of this nature. The *Regulated Designs* are required to be prepared prior to the tender process to ensure there are no subsequent deviations from the works set out in the specification.

Our fee for *Item 3* (initial *Regulated Design*) is $22,500.00 + GST (total $24,750.00)

Drafting Services

Drafting services for the preparation of the *Specification* (*Item 2*) and *Regulated Designs* (*Item 3*) will be required as outlined in the NSW Government's Fact Sheet (Oct 2023) and Regulated Design Guidance Material. Recent updates under the Design and Building Practitioners Act require additional construction drawings to be lodged on the NSW Planning Portal. A draftsperson will need to be engaged by the Owners to complete the suite of drawings required. When appropriate, we will obtain a proposal for consideration of the Owners. Fees are the responsibility of the Owners Corporation. We estimate that fees for this will be in the vicinity of **$5,000.00 + GST**.

4. Tender process

- Incorporate the specification into tender documents including a Contract Agreement based on AS4905-2002 *Minor works contract conditions (Superintendent administered)*.
- Issue tender documentation to up to four (4) qualified and registered remedial building contractors, approved by *RHM Consultants*, and oversee tender process.
- Convene and attend a tender period site meeting with all tenderers.
- Collate and review tenders and provide a tender analysis report.
- Consider potential approvals requirements for the project.

Our fee for *Item 4* is $6,000.00 + GST (total $6,600.00)

Note: If additional contractors are included in the tender process at the request of the Owners Corporation, Building Manager, Strata Manager, or others, an additional fee of $500.00 + GST per additional contractor will apply. These costs cover our due diligence and vetting processes.

5. Design Compliance Declaration

- Review the initial *Regulated Designs* for currency.
- Complete *Design Compliance Declarations* for *Regulated Designs* confirming that the *Regulated Designs* comply with the Building Code of Australia and other relevant standards.
- Work with the Building Practitioner in lodging the *Regulated Design* and *Design Compliance Declarations* on the NSW Government Fair Trading planning portal, prior to the works commencement date.

Our fee for *Item 5* is $1,000.00 + GST (total $1,100.00)

6. Regulated Design variation (if relevant)

- During the works there may be a requirement to complete design declaration variations on the *Regulated Design/s* for lodgement on the planning portal.

Our fee for *Item 6* will be charged at the hourly rates listed on the *FEES ON A TIME BASIS / REIMBURSABLE CHARGES* schedule (see attached).

7. Contract initiation

- Prepare a Contract Agreement between the Owners Corporation and the preferred contractor, based on AS4905-2002 *Minor works contract conditions (Superintendent administered)*.
- Remit payment of Standards Australia Royalty fee (AS4905-2002).
- Issue contracts and arrange for execution.

Our fee for *Item 7* is $3,200.00 + GST (total $3,520.00)

8. Oversight and administration of works (Superintendence)

- Liaise between the Principal (Owners Corporation) and the Contractor.
- Inspection of works in progress (as required in the role of Superintendent) to check works are carried out in accordance with the Specification, relevant Australian Standards and Building Code of Australia.
- Attend site meetings as required.
- Provide status reports of works in progress to the Principal (Owners Corporation).
- Contract administration as Superintendent, including, but not limited to, issuing written instructions, assessing and processing Contractor's invoices for progress payments, and issuing payment certificates.
- Establish practical completion date for project and provide post completion report/sign-off.

Our fee for *Item 8* will be fixed at a rate in the vicinity of 10-15% of the eventual Contract Sum. A separate fee proposal for this item will be provided upon selection of the successful tenderer.

Notes *Items 1-8*:

a. *Item 1* based on site visits provided access is made available at the set times.
b. Our fee is not reduced in the event that we do not gain access to all areas.
c. Does not include inspection of areas where access is considered unreasonable in accordance with AS4349.1 or areas that may constitute a "risk" as defined in the current Work Health & Safety legislation.
d. No allowance made for access to the roof.
e. All observations are visual.
f. No allowance for the use of any external access equipment.
g. Does not include costs associated with Council approvals including, an Approvals Pathway Assessment to determine if the proposed project can be undertaken as 'exempt development', or alternatively if it requires approval with a Complying Development Certificate (CDC) or Development Application (DA) pursuant to NSW State Environmental Planning Policy (SEPP). It is the responsibility of the Owners Corporation to directly engage the approvals pathway consultant.
h. *Item 2* is based off the expected initial *Regulated Design* only. Further *Regulated Design* submissions that may be required pending an approvals pathway assessment will incur additional charges.
i. Does not include assessment of fire, electrical, hydraulic, or mechanical services.

j. Our assessment of the building does not constitute a *Building Code of Australia* compliance audit.
k. Does not include design checks of the existing building structure or any structural engineering analysis.
l. Does not include any design checks of the existing stormwater system or any hydraulic engineering analysis.
m. Does not include drafting services required to meet the requirements of Regulated Design Guidance Material.

Approvals pathway assessment

A formal 'approvals pathway assessment' is generally undertaken when it is not clear if the proposed project can be undertaken as 'exempt development' (where no authority approval is required), or alternatively if it requires approval with a Complying Development Certificate (CDC) or Development Application (DA) pursuant to *NSW State Environmental Planning Policy [Exempt and Complying Development Codes] 2008* (Codes SEPP).

The Department of Planning and Environment has published (10 July 2023) a *'Remedial building work – State Environmental Planning Policy (Exempt and Complying Development Codes) 2008' Fact Sheet* to provide information on carrying out remedial building work as exempt development under the Codes SEPP. This Fact Sheet is intended to provide general information only on how the Codes SEPP apply to remedial building works and when those works may be considered 'minor alterations' and exempt development.

If remedial building works are considered 'minor alterations' to which the Codes SEPP apply and the works are classified as exempt, works can proceed without going down the approvals pathway but, it is noted that the *Design and Building Practitioners Act 2020* and accompanying regulations (**DBP**) may still apply to those works unless excluded under clause 13 of the DBP Regulation.

The Codes SEPP is complex, and every project has different requirements. Owners Corporations should consider seeking independent advice for each project from appropriately qualified professionals in assessing whether their remedial project is classified as exempt development or not. It is important for Owners Corporations to understand how the DBP, Environmental Planning and Assessment Act (EP&A) and Codes SEPP applies to remedial work and their obligations, prior to commencing a remedial project. It is important that Owners Corporations also understand the implications in not seeking approval where non-exempt development applies.

If required, we can obtain fee proposals from appropriate consultants for the 'approvals pathway assessment' and submit them to the Owners Corporation upon request.

If the 'approvals pathway assessment' determines that the project cannot be undertaken as 'exempt development', approval via a CDC or DA will likely be required. If a CDC or DA is required, there will be fees incurred by the Owners Corporation to organise and obtain same. We are not currently able to advise on the cost and time implications if such approvals may be required for this project, however we will obtain this information if required.

Conditions of engagement

Our standard '*CONDITIONS OF ENGAGEMENT FOR CONSULTING ENGINEERING SERVICES*' are attached.

Variations and reimbursable charges

Variations to our services not considered as part of the *Scope of our engagement and fee structure* will be charged at the hourly rates listed on the attached schedule '*FEES ON A TIME BASIS*' or as otherwise agreed. In addition, our rates for '*REIMBURSABLE CHARGES*' are outlined in the attached schedule.

Terms of payment

Our terms of payment for services rendered shall consist of tax invoices issued monthly and remittance shall be within fourteen (14) days from the date of invoice.

We trust this proposal meets with your approval and look forward to receiving your instructions to proceed. Counter-signature and return of the copy of this letter will be considered to constitute agreement to the terms outlined herein and as attached and would be taken as instruction to proceed with the work.

Should you have any further queries regarding the scope of work or our proposed fee, please do not hesitate to contact the undersigned.

Yours faithfully
RHM Consultants Pty Ltd

Samuel Nolan **BE (Civil) (Hons) MIE Aust**
SENIOR ENGINEERING CONSULTANT
snolan@rhmeng.com

Counter-signature
The Owners – Strata Plan 86799

Owners Corporation representative
Please print and sign name

Reviewed by:

Curtis Payne **BE (Civil) MIEAust**
MANAGING DIRECTOR
cpayne@rhmeng.com

Attachments: 1. CONDITIONS OF ENGAGEMENT FOR CONSULTING ENGINEERING SERVICES
2. FEES ON A TIME BASIS and REIMBURSABLE CHARGES

CONDITIONS OF ENGAGEMENT FOR CONSULTING ENGINEERING SERVICES

1 The Consulting Engineer shall provide to the Client the consulting engineering services described in the accompanying letter, which letter forms part of these conditions of engagement.

2 In providing the services, the Consulting Engineer shall exercise the degree of skill, care and diligence normally exercised by consulting engineers in similar circumstances.

3 The Client shall provide to the Consulting Engineer briefing and all information concerning the Client's requirements for the commission.

4 The Client shall pay to the Consulting Engineer the fee and the reimbursable expenses as set out in the accompanying letter.

5 All monies payable by the Client to the Consulting Engineer shall be paid within fourteen (14) days of invoice. The Consulting Engineer is entitled to interest at the same rate as the maximum overdraft rate fixed by the National Australia Bank plus two per cent (2%) per annum of all fees due and not paid within fourteen (14) days of invoice without relieving the Client of their obligation to pay the account.

6 The fee is based on the consultancy service(s) being completed within 6 months. However, should there be delays or extensions for reasons outside the control of the Consulting Engineer, additional fees may be charged.

7 The quoted fee amount and any fees for variations, extras and/or disbursements, whether fixed or hourly rates, are expressed net of GST. GST shall be added to the fee in compliance with any current or future relevant law or regulation. The client shall pay to the Consulting Engineer, GST charged on invoices on the same terms and conditions as the payment of fees, variations, extras and/or disbursements.

For the purpose of this provision, GST means any goods and services tax levied under legislation of the Commonwealth of Australia, or any State or Territory of Australia.

8 Unless noted otherwise within the fee proposal, the appointment does not include:

Geotechnical investigation/inspection of excavation
Inspection of works designed by other sub-contractors/consultants
Independent Design Certification
Council and statutory body document searches and printing costs
Shop drawing preparation
Preparation of Contracts and Bills of Quantities
Certification of construction

Design of formwork or Contractor's temporary works
Preparation of bar bending schedules
Welding inspections and testing
Inspection of non-loadbearing masonry walls/partitions
Design of non-loadbearing masonry walls/partitions
Design of domestic timber roof trusses
Design of precast panels for lifting and handling
Handrails

Flood studies
Overland flow studies
Stormwater reticulation within buildings, including downpipes
Site survey
Traffic studies
Works beyond the site boundaries

Inspection and identification of hazardous building materials e.g. asbestos and lead contaminants

9 The liability of the Consulting Engineer to the Client in respect of the consultancy service(s) shall be limited to the cost of rectifying the works, the subject of the Commission, or the sum of $1,000,000, whichever is the lesser.

10 Copyright in all drawings, reports, specifications, bills of quantity, calculations and other documents provided by the Consulting Engineer in connection with the consultancy service(s) shall remain the property of the Consulting Engineer.

11 Subject to clause 12, the Client alone shall have a licence to use the documents referred to in clause 10 for the purpose of completing the project, but the Client shall not use, or make copies of, such documents in connection with any work not included in the project.

12 If the Client is in breach of any obligation to make a payment to the Consulting Engineer, the Consulting Engineer may revoke the licence referred to in clause 11, and the Client shall then cause to be returned to the Consulting Engineer all documents referred to in clause 10, and all copies thereof.

13 Any dispute between the Client and the Consulting Engineer shall first be the subject of mediation provided that this provision shall not prevent the Consulting Engineer from instituting legal action at any time to recover monies owing by the client to the Consulting Engineer.

14 The Client may terminate, in writing, their obligations under this Agreement:

(a) in the event of substantial breach by the Consulting Engineer of his/her obligations hereunder, which breach has not been remedied within thirty (30) days of written notice from the Client to the Consulting Engineer requiring the breach to be remedied, or
(b) after giving the Consulting Engineer sixty (60) days written notice of its intention to do so.

15 The Consulting Engineer may suspend or terminate, in writing, his/her obligations under this Agreement:

(a) in the event of:
(i) monies payable to the Consulting Engineer hereunder being outstanding for more than sixty (60) days;
(ii) other substantial breach by the Client of their obligations hereunder, which breach has not been remedied within thirty (30) days of written notice from the Consulting Engineer requiring the breach to be remedied, or

(b) after giving the Client sixty (60) days written notice of his/her intention to do so.

16 If the Consulting Engineer considers it appropriate to do so, the Consulting Engineer may, with the Client's prior approval, which shall not be unreasonably withheld, engage another consultant to assist the Consulting Engineer in specialist areas. The Client agrees to pay all charges made by such other consultant.

17 Neither party may assign, transfer or sublet any obligation under this Agreement without the written consent of the other. Unless stated in writing to the contrary, no assignment, transfer or subletting shall release the assignor from any obligation under this Agreement.

18 Where the client engages another sub-contractor/consultant to design specific elements, it is assumed that the sub-contractor/consultant assumes design responsibility and documentation responsibility for all those elements within the building outline. The Consulting Engineer assumes that the sub-contractor/consultant will provide adequate proofs of professional indemnity insurances and will provide a stand alone design certification at the completion of the works.

19 The design of additions or alterations or remedial works to any existing structure will be based on such limited information as is provided by the client or otherwise made known to the Consulting Engineer during construction. Such information may include, but is not limited to, existing drawings and visual inspection. It is possible that parts of the actual structure may differ significantly from that indicated by the available information (in respect of, for example, geometry, material properties, extent of corrosion, quality of construction, etc). As the existence of such differences is outside our knowledge and control, RHM Consultants Pty Ltd will not be responsible for any consequences of these differences.

20 Where the services include contract superintendence the following conditions apply:

(a) the Consulting Engineer is hereby authorised to act as agent of the Client to carry out those services;

(b) all communications by the Client, the contractor, specialist consultants or others relative to the Consulting Engineer's duties governed by this agreement shall be made to or through the Consulting Engineer;

(c) the Consulting Engineer may make such decisions and issue such instructions as are in his/her opinion necessary for the safety of persons or property, or the proper execution of the project;

(d) the Consulting Engineer may make all decisions, which he/she is empowered or required to make under relevant contracts, including decisions on claims made by the contractors or the Client as required, and decisions relating to the interpretation of documents pertaining to those contracts provided the Consulting Engineer consults with the Client in regard to any material time and costs impacts on the works. The Client will nominate a contact person for this purpose from time to time via the Strata Agent;

(e) the Consulting Engineer may issue all certificates required or permitted by relevant contracts, which he/she administers;

(f) the relevant contractor alone is responsible for the proper execution of the work;

(g) the contract administration services are not rendered for the benefit of nor does the Consulting Engineer undertake a duty of care towards any contractor; and

(h) the Consulting Engineer is not responsible to the client for the means, methods, techniques, sequences, procedures and use of equipment, of any nature whatsoever whether approved by the Consulting Engineer or not which are employed by the contractor or others in executing any phases of the project.

21 The law governing these terms of engagement is the law of New South Wales.

22 The parties submit to the non-exclusive jurisdiction of the Courts of New South Wales.

Definitions:

"the Consulting Engineer" means RHM Consultants Pty Ltd.

"the Client" means the person or entity to whom the Consulting Engineer will provide the consulting engineering services.

"the Commission" means the scope of works that are the subject of the letter to the client which accompanies these terms of engagement.

FEES ON A TIME BASIS

For engagement on a time basis, *RHM Consultants Pty Ltd* shall be reimbursed in hourly increments for the time of its personnel at the rates set out below in the Schedule of Hourly Rates and in accordance with the accompanying Notes. Fees on a Time Basis applies to project initialisation, travel, site attendance, report writing, email and telephone communication, and any other time reasonably and properly incurred in connection with the engagement.

SCHEDULE OF HOURLY RATES

PERSONNEL	HOURLY RATE
Director	$450.00 per hour
Design Practitioner	$450.00 per hour
Associate	$350.00 per hour
Senior Engineer |Senior Building Consultant	$300.00 per hour
Engineer | Building Consultant	$250.00 per hour
Administration	$150.00 per hour

DESIGN AND BUILDING PRACTITIONERS SERVICES

Additional services, including but not limited to liaising with a Building Approvals Consultant or Planner, preparing Development Application/Complying Development Certificate/Completion Certificate, declaring variations of previously documented Regulated Designs, and re-lodging variations, will be charged at the Design Practitioner rate (noted above).

REIMBURSABLE CHARGES

RHM Consultants Pty Ltd shall also be reimbursed for all expenses reasonably and properly incurred in connection with the engagement, except where such expenses are specifically stated in writing as being non-reimbursable. All other disbursements (including but not limited to travel, communications, delivery) will be charged at the cost invoiced to *RHM Consultants Pty Ltd* (net of GST), plus a 10% administration fee.

Notes:

The schedule of hourly rates is subject to review at any time.

A minimum charge of 4 hours will apply to engagements involving site attendance and travel.

Engagement for services in litigation proceedings are subject to 30% surcharge on the above hourly rates.

All amounts are expressed in Australian dollars (net of GST), and 10% GST will be added to our Tax Invoice.

StrataLife

North Shore
3/143 Peats Ferry Road
Hornsby NSW 2077

Northern Beaches
21 Lawrence Street
Freshwater NSW 2096

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Liability Limited by a scheme approved under Professional Standards Legislation.

MINUTES OF AN ANNUAL GENERAL MEETING

THE OWNERS CORPORATION - STRATA PLAN 86799

ADDRESS OF STRATA SCHEME: 2-4 Porter Street, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING An Annual General Meeting of the Owners Strata Plan 86799 was held on Thursday, 27 July 2023 via Zoom at 6:00 PM.

PRESENT:
E Aung (Lot 1)
A Boynton (Lot 5)
C Metcalfe (Lot 7)
L Martini (Lot 12)
J Shuen (Lot 25)
W Zhang (Lot 30)
N Tran (Lot 37)
S Lee (Lot 39)
C Kupdjian (Lot 41)
F Xiang (Lot 43)
M Alarcio (Lot 50)
J D'Mello (Lot 51)
X Qiu (Lot 53)
C Zhao (Lot 64)
R Tse (Lot 68)
K Gandhi (Lot 70) - Present from Motion 24
E Aung (Lot 77)

IN ATTENDANCE:
R Fothergill and S Dudman on behalf of Strata Life.
S Lawson

CHAIRPERSON & SECRETARY: R Fothergill was elected as Chairperson and Secretary of the meeting by invitation and declared quorum present after 30 minutes.

1 MINUTES

RESOLVED: That the Owners Corporation - Strata Plan 86799 confirm the minutes of the last general meeting held on 15/12/2022 as a true record and accurate account of that meeting.

2 INSURANCES

RESOLVED: That the Owners Corporation - Strata Plan 86799:

a. Confirmed the insurance policies currently in place and authorised the Committee with increasing, altering or adding to the policies;
b. Confirmed no additional insurances are required and authorised the Committee to enact additional insurances as referred to in Act section 165 (2) if deemed necessary;
c. Acknowledged their obligation to provide/disclose to the insurer, either upon renewal or throughout the policy period, any item requiring disclosure under the policy including, but not limited to a Work Health and Safety report, defects reports, asbestos reports etc;
d. Authorised the Managing Agent to renew the insurances in accordance with the insurer or brokers recommendation if no alternate instruction has been received from the Committee prior to the renewal date; and
e. Instruct the Strata Manager to engage a registered valuer to undertake a valuation for insurance purposes and further authorise the managing agent to forward a copy of the insurer.

3 FIRE SAFETY MEASURES

RESOLVED: That the Owners Corporation - Strata Plan 86799 considered the Annual Fire Safety Statement, determined any action required and further authorise the Managing Agent, Building Manager or Committee to engage an accredited practitioner (fire safety practitioner), sign and affix the common seal of the Owners Corporation (in accordance with Section 273 of the Act) to documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement.

4 COMMON PROPERTY SAFETY REPORT

MOTION DEFERRED TO STRATA COMMITTEE: That the Owners Corporation - Strata Plan 86799 appoint a consultant to undertake a safety report of the common property to identify any unforeseen risks that may affect the common areas.

5 WINDOW LOCK DEVICES

MOTION DEFERRED TO STRATA COMMITTEE: That the Owners Corporation - Strata Plan 86799 undertake an inspection of all window child safety devices previously installed to windows and that the Managing Agent be authorised to engage an appropriately qualified third party to undertake this inspection.

6 OTHER COMPLIANCE MEASURES

RESOLVED: That the Owners Corporation - Strata Plan 86799 considered other compliance measures applicable for the scheme and determined no action is required.

7 PEST INSPECTION & TREATMENT

MOTION DEFEATED: That the Owners Corporation - Strata Plan 86799 appoint a contractor to undertake a termite inspection and pest treatment of the common property.

8 UTILITY SUPPLY AGREEMENTS

RESOLVED: That the Owners Corporation - Strata Plan 86799 considered any agreement for the supply of electricity, gas or any other utility and agreed that the managing agent be authorised to enter into a utility agreement if beneficial for the scheme up to a maximum agreement term of 3 years.

9 CAPITAL WORKS FUND FORECAST

MOTION DEFEATED: That the Owners Corporation - Strata Plan 86799 engage a suitably qualified consultant to prepare a capital works forecast.

10 FINANCIAL INFORMATION

RESOLVED: That the Owners Corporation - Strata Plan 86799 adopt the statement of key financial information prepared by the Owners Corporation for the administrative and the capital works funds for the 12 months ending 28/02/2023.

11 AUDITOR

RESOLVED: That the Owners Corporation - Strata Plan 86799 undertake an audit for the current financial period and appoint Economos as the auditor.

12 LEVY COLLECTION

RESOLVED: That the Owners Corporation - Strata Plan 86799 authorise the Managing Agent and the Strata Committee, for the purpose of collecting levy contributions, interest and recovery costs, to do any of the following:

a. Levy Recovery Step 1: issue a reminder levy notice after 35 days from the levy due date;
b. Levy Recovery Step 2: issue 1st levy recovery letter after 64 days from the levy due date;
c. Levy Recovery Step 3: issue 2nd levy recovery letter after 94 days from the levy due date;
d. Levy Recovery Step 4: after 103 days after the original date the levy was due, and where the debt is in excess of $500.00, to appoint the services of a debt collection agency, seek legal advice, the provision of legal services for the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest, remove interest payable for late contributions, approve payment plans generally or for specific lot owners, the engagement of Solicitors and/or counsel for the purposes of proceedings, the managing agent to instruct the Solicitor and/or legal counsel in relation to the advice, services or action.

13 COMMISSIONS AND TRAINING SERVICES

RESOLVED: That the Owners Corporation - Strata Plan 86799 note the report from the Managing Agent included in the meeting agenda on commissions and training services received and expected to be received.

14 OUTSTANDING DEFECT MATTERS

The Owners Corporation - Strata Plan 86799 consider the outstanding defect related matters required by the insurer of the building to be completed and **RESOLVED** to proceed with the FEA Consulting hydraulic engineer quotation at a cost of $4,890 + GST.

It was further **RESOLVED** to proceed with the rectification works to unit 4 by Ausway Building Solution.

As a response has been received from the original builder George Seaman asking the owners corporation to contact him and arrange for works to be completed rather than undertake legal action it was **RESOLVED** that the strata managing agent be instructed to contact George and request that they pay for the completion of the construction joint repair estimated at a cost of $25,000 inc GST by one of the three contractors selected by the Owners Corporation and liaise with the strata managing agent regarding any other outstanding matters.

15 LEGAL ACTION

The Owners Corporation - Strata Plan 86799 considered undertaking legal action against the original builder to force them to return and complete the works agreed under the Deed of settlement dated 5th February 2021 and **RESOLVED** to defer the decision on proceeding with action to the Strata Committee based on what outcome is reached following contact from the builder and the outstanding issues under motion 14 of this agenda.

16 RECTIFICATION OF FIRE ITEMS

The Owners Corporation - Strata Plan 86799 approved the outstanding items that are required for the completion of the Annual Fire Safety Statement that were tabled at the meeting and now are estimated at $80,000 inc GST. It was further **RESOLVED** that the strata managing agent arrange for a comparison quotation on the most expensive items under the quotations received from Quantum Fire Protection and once satisfied the Strata Committee and/or Strata Managing Agent can authorise the works.

Note - A copy of the summary of these works are available by contacting your strata managing agent.

17 WATER PENETRATION ISSUES

RESOLVED: That the Owners Corporation - Strata Plan 86799 determined that nothing further is required at this time and that any owner that has water penetration issues should report these to the Strata Manager as it is understood nothing is outstanding at this time.

18 WATER HEATER REPLACEMENT

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved the replacement of 2 of the hot water systems on the Belmore Street Side of the building with D & N Plumbing quotation at a cost of $6,100.00 + GST was accepted.

19 BUDGET & LEVY CONTRIBUTIONS

RESOLVED: That the Owners Corporation - Strata Plan 86799:

a. Adopted the estimated receipts and payments (budget) for the Administrative and Capital Works Funds included in the agenda.

b. Determined that the following amounts are to be levied to raise the estimated contributions:

Administrative Fund, the sum of **$221,100.00** (Including GST)

Capital Works Fund, the sum of **$44,000.00** (Including GST)

c. Determine that those amounts are to be paid by regular equal instalments on: 1/06/2023 (already raised), 1/09/2023, 1/12/2023, 1/03/2024.

d. Determine that the Administrative and Capital Works Funds contributions be continued at quarterly intervals until further determined.

20 SPECIAL LEVY

RESOLVED: That the Owners Corporation - Strata Plan 86799:

a. Raise, under Section 81 (4) of the Act, a special levy of $100,000 inc GST to offset the shortfall in available funds necessary to pay for fire and defects works, to be raised to the Capital Works Fund as per the Unit Entitlement of the Strata Scheme.
b. Determine this special levy to be due and payable in one instalment on 1st September 2023.

21 STRATA COMMITTEE

RESOLVED: That the Owners Corporation - Strata Plan 86799:

a. Received and recorded nominations for election to the Committee:

- Casey Metcalfe (lot 7)
- Wenwen Zhang (lot 30)
- Sirong Lee (lot 39)
- Chant Kupdjian (lot 41)
- Joel D'Mello (lot 51)
- Chuen Pui Eliza Zhao (lot 64)

b. Received and recorded any "connections" with the original owner (developer) or Building Manager disclosed by the candidates for election to the Committee in accordance with the Act.
Notes: No "connections" were disclosed by the candidates

c. Determined the number of members of the Committee as 6;

d. Elected the nominated candidates to the Committee.

Notes: as the number of nominations equalled the number of members of the Committee, the chairperson declared those who nominated be elected to the Committee.

22 RESTRICTED MATTERS

RESOLVED: That the Owners Corporation - Strata Plan 86799 impose no additional restrictions on the Committee.

23 ANNUAL REPORTING REQUIREMENTS

RESOLVED: That the Owners Corporation - Strata Plan 86799 authorised the Managing Agent to provide information, documents and updates to NSW Fair Trading required under sections 43, 43A, 43B and 43C of the Regulations and determine that the emergency contact person for the scheme is: Joel D'Mello (lot 64).

24 REAPPOINTMENT OF MANAGING AGENT

RESOLVED: That the Owners Corporation - Strata Plan 86799:

a. Appointed by ordinary resolution in accordance with section 49 of the Act Strata Life Pty Ltd (627 346 598) as Managing Agent from the date of this meeting on the terms and conditions set out in the proposed Strata Management Agency Agreement tabled at the meeting.
b. Delegated to the Managing Agent all the functions of the Owners Corporation (other than those listed in section 52(2) of the Act) and the functions of chairperson, secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the Agreement. The delegation to the agent is subject to the conditions and limitations listed in the Agreement;
c. Authorise:
    (i) if there are two or more members of the Committee, two members of the Committee; and/or
    (ii) if the Owners Corporation has only one or two owners, those owners,

    to affix the common seal of the Owners Corporation to the Agreement in accordance with section 273 of the Act and execute the Agreement to give effect to this appointment and delegation.

25 ELECTRONIC VOTING

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved, pursuant to sections 14, 14A and 15 of the Regulations:

a. Voting by means of teleconference, video-conferencing, email or other electronic means while participating in a meeting from a remote location; and
b. The adoption of voting wholly by pre-electronic voting by means of email or voting website for any meeting of the Owners Corporation other than the Annual General Meeting.

26 MEETING DATE

RESOLVED: That the Owners Corporation - Strata Plan 86799 set the date of the next Annual General Meeting for 21st May 2024 and authorise the Committee and Managing Agent to amend that date if required.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 08:50 PM.

MINUTES OF STRATA COMMITTEE MEETING

THE OWNERS CORPORATION - STRATA PLAN 86799

ADDRESS OF STRATA SCHEME: 2-4 Porter Street, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: A meeting of the Strata Committee of the Owners Corporation - Strata Plan 86799 was held on Thursday, 27 July 2023 immediately following the Annual General Meeting.

PRESENT:

- Casey Metcalfe (Lot 7)
- Wenwen Zhang (Lot 30)
- Sirong Lee (Lot 39)
- Chant Kupdjian (Lot 41)
- Joel D'Mello (Lot 51)
- Chuen Pui Eliza Zhao (Lot 64)

IN ATTENDANCE: Robert Fothergill on behalf of Strata Life and other owners in attendance at the Annual General Meeting

CHAIRPERSON & SECRETARY: Robert Fothergill was elected as Chairperson and Secretary of the meeting by invitation

1. DISCLOSURE OF PECUNIARY INTEREST
NOTED: That the Strata Committee - Strata Plan 86799 received no declarations at the meeting of any pecuniary interests by any member of the Strata Committee.

2. MINUTES:
RESOLVED: That the Strata Committee - Strata Plan 86799 approved the minutes of the last Strata Committee meeting and confirmed them as a true record and accurate account of that meeting.

3. OFFICE BEARERS:
RESOLVED: That the Strata Committee - Strata Plan 86799 elected the following Office Bearers of the Strata Committee:

- Chairperson: Casey Metcalfe
- Secretary: Sirong Lee
- Treasurer: Joel D'Mello

4. LIFT
RESOLVED: That the Strata Committee - Strata Plan 86799 authorised the strata managing agent to obtain an Annual Safe To Operate/Maintenance Certificate for the lift(s). This is to be provided by the lift maintenance contractor for registration of the lifts with Safe Works NSW (All lifts).

Closure: That all business being concluded, the chairperson declared the meeting closed at 9:00 PM.

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MINUTES OF ANNUAL GENERAL MEETING

STRATA PLAN: 86799
ADDRESS: 2-4 Porter Street, Ryde.

Minutes of the Annual General Meeting of the Owners Corporation, Strata Plan 86799 was held on the 17/09/2021, in the office of Strata One, Suite 8/12 Rickard Road Narrabeen via a Zoom Meeting and commenced at 6:30 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name	Representative
1	9	Yes	Chen, Yuan	
5	13	Yes	Boynton, Andrew	
12	20	Yes	Martini, Leny	
30	38	Yes	Zhang, Wenwen	
39	52	Yes	Lee, Sirong	
41	54	Yes	Kupdjian, Chant	
43	56	Yes	Xiang, Feixiang	
64	4	Yes	Zhao, Eliza	
70	Sh44	Yes	Gandhi, Kadambari	

IN ATTENDANCE: Brisbane, Peter & Richardson, Dean from Strata One.

QUORUM: That a quorum was not formed, the meeting was adjourned for the prescribed period and then reconvened.

CHAIRPERSON: Richardson, Dean at the request of the meeting.

MINUTES

1 MINUTES

Resolved that the Minutes of the last General Meeting held on 17/10/2020 be confirmed and adopted.

2 AUDITED FINANCIAL STATEMENTS

Resolved to adopt the Audited Statement of Accounts supplied by Strata One Pty Limited for the twelve months ending 28/02/2021.

3 PEST TREATMENT

Resolved that the Owners Corporation undertakes an annual pest treatment of the common property in November 2021.

4 PUMPS

Resolved that the Owners Corporation carry out a bi annual servicing of the pumps by New World Pumps in October 2021 & April 2022.

5 HOUSEHOLD RUBBISH REMOVAL

Resolved that the Owners Corporation engage the Strata Manager to carry out a quarterly household rubbish removal program with Council.

6 ROOF AND GUTTER CLEAN

Resolved that the Owners Corporation carry out an annual roof inspection and clean of the gutters and down pipes in November 2021.

7 **GARAGE DOOR SERVICE**

Resolved that the Owners Corporation undertakes a service of the garage doors every four (4) months by Auto Lift Garage Doors.

8 **FIRE SAFETY**

Resolved that the Owners Corporation complete regular fire safety maintenance required under the Environmental Planning and Assessment Regulations 2000 (servicing essential fire safety measures within the building).

Engage a suitably qualified consultant "Competent Fire Safety Practitioner" to carry out an Annual Fire Safety Statement (and report) in accordance with Part 9, Division 5 of the NSW Environmental Planning and Assessment Regulations 2000 as amended; and

To submit any corrective actions report to the Strata Committee to determine what action is required, if any; and

To delegate to the Strata Managing Agent the undertaking of seeking quotations, engaging the contractor to prepare the statement, sign the statement on behalf of the scheme, lodge the statement with local Council and cause a copy of the statement to be given to the Fire Commissioner and any ancillary work approved by the Strata Committee.

Furthermore, that the Strata Manager completes the works in accordance with the Agency Agreement additional duties.

9 **WH & S**

Defer that a consultant be appointed to complete a risk assessment of the common property for the Strata Scheme.

10 **CAPITAL WORKS FUND**

Defer that a consultant be appointed to assess the actual and expected capital works fund requirements (Capital Works Plan) in accordance with Section 80(6) of the Strata Schemes Management Act 2015.

11 **BUDGET**

Resolved to adopt the statement of expenses "budgets" prepared by Strata One and the Strata Committee pursuant to Section 79 of the Strata Schemes Management Act 2015.

12 **CONTRIBUTIONS**

Resolved & Ammended that the levy contributions be determined pursuant to Sections 81 of the Strata Schemes Management Act 2015 be made as follows:

a) To the Administrative Fund - at the rate of $221,100.00 incl GST per annum payable quarterly in advance.

b) To the Capital Works Fund - at the rate of $20,907.15 incl GST per annum payable quarterly in advance.

c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/06/2021 and subsequent instalments being due on the first days of 1/09/2021, 1/12/2021, 1/03/2022.

d) That contributions equal to the final instalment be due and payable and issued in the same frequency as specified above until such time as a new budget is adopted by the Owners Corporation at the next Annual General Meeting.

Furthermore: it was notated that the yearly levies be increased by 5% to the Capital Works Fund.

13 **AUDITOR**

Resolved the Owners - Strata Plan No. 86799 by ordinary resolution to appoint an auditor to audit the accounts and financial statements of the Owners Corporation.

14 INSURANCE

Resolved that the Owners Corporation confirms the following;

(1) General Insurances - That the Owners Corporation note and confirm the general insurance cover as effected over the strata scheme and detailed in the meeting agenda.

(2) Office Bearers Liability Insurance - That the Owners Corporation effects/renews Office Bearer's Liability insurance to cover office holders and/or Strata Committee Members from damages claims arising as a result of an act of omission, committed or omitted in good faith in performing the functions of their office, at the existing level of cover as shown in the Insurance Summary contained within the notice of the Annual General Meeting or such other limit that may be determined by the meeting.

(3) Insurance Quotations - That the Owners Corporation authorise and delegate to the Strata Committee and Strata Managing Agent the function of obtaining three (3) quotations for insurance over the strata scheme and further that the Strata Managing Agent be authorised and directed to arrange appropriate cover (following motion appoints a broker).

(4)That the Strata Managing Agent be instructed to renew next years insurance policy through a recommended insurance broker, subject to recommendations being presented to the Strata Committee for a final decision.

(5) **Resolved** - Valuation - That the Strata Managing Agent be authorised to arrange an annual revaluation of the building for insurance purposes for replacement.

15 REPORT ON COMMISSIONS AND TRAINING

Resolved the Owners - Strata Plan No. 86799 RESOLVES by ordinary resolution to consider the report from the strata manager as to whether, and what commissions or training services have been provided to or paid for the agent (other than the Owners Corporation) in connection with the exercise by the agent of functions for the scheme during the preceding 12 months and particulars of any such commission or training services and estimates of any such commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months.

Furthermore, an insurance brokerage fee of $2,800.00 was received in the past 12 months, and an amount of approximately $2,890.00 in brokerage commission is expected to be received in the next next 12 months. The equivalent of $0.00 in training services was received in the past 12 months, and an amount of $0.00 in training services is expected to be received in the next 12 months.

16 REPORT ON ACTIVITY UNDER DELEGATION

Resolved under the Act, the Strata Managing Agent is to report to the Owners on activites relating to its delegation under the Agency Agreement. Notated that the Owners Corporation accepted the reports provided by Strata One for the last financial year.

17 DEBT RECOVERY

Resolved that the Owners Corporation pursuant to the Strata Schemes Management Act 2015 including section 103, for the purpose of collecting or recovering levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

i. to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners - Strata Plan 86799;

ii. to commencing, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owners in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;

iii. enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;

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

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

18 PAYMENT PLANS

Resolved the Owners - Strata Plan No. 86799 RESOLVES by ordinary resolution in accordance with section 85(5) of the Strata Schemes Management Act 2015 to decide whether to offer payment plans in respect of overdue contributions, either generally or in particular cases which include the following terms:

(a) the schedule of payments for the amounts owing and the period for which the plan applies;

(b) the manner in which the payments are to be made; and

(c) contact details for a member of the Strata Committee or a Strata Managing Agent who is to be responsible for any matters arising in relation to the payment plan.

19 ELECTRONIC COMMUNICATION

Resolved that the Owners Corporation pursuant gives authority for the service of documents on Owner, Agent or Tenant of Lot by Owners Corporation to be implemented by the Strata Managing Agent.

Service of documents on Owner, Agent or Tenant of Lot by Owners Corporation.

A document may be served on the Owner, Agent or Tenant of Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

20 REAPPOINTMENT OF MANAGING AGENT

Resolved that the services of Strata One Pty Limited be engaged as Strata Managing Agents for a period of 12 months from Friday, 17 September 2021 and that the delegation be under Section 51 the Strata Schemes Management Act 2015 with delegation to act as Secretary, Chairman and Treasurer of the Owners Corporation and its Strata Committee.

Execution of new agreement will automatically indicate that the existing agreement is terminated by mutual consent.

Furthermore, the Owners Corporation is formally notified that the renewed agreement expires 17 September 2022.

21 TERM DEPOSITS

Resolved that the duly elected Treasurer be authorised to provide standing instructions to the Strata Managing Agent concerning the investment of trust funds into higher interest bearing accounts.

22 BUILDING DEFECTS

Resolved (a) The Owners - Strata Plan No. 86799 RESOLVES by ordinary resolution to consider building defects and rectification.

Resolved(b) The Owners - Strata Plan No. 86799 RESOLVES by ordinary resolution to engage Nexus Law Group in accordance with its fee proposal dated 06/09/2021 to provide advice regarding liability and recovery of losses in respect of building defects and rectification.

23 BUILDING UPGRADES INTERNAL & EXTERNAL

Resolved the Owners - Strata Plan No: 86799 RESOLVES by ordinary resolution to consider internal and external painting of the building, recarpeting or tiling of the common area hallways and replacing the external awnings.

Furthermore; that the Strata Commitee be empowered to obtain and review quotations for the above works and upgrades. It was agreed by those owners present to allocate an amount of $60,000.00 to the Capital Works Budget for painting, recarpeting and tiling of the common areas.

24 OTHER MEANS OF VOTING

Resolved the Owners - Strata Plan No. 86799 RESOLVES by ordinary resolution to adopt the following alternate means of voting (not being elections) at meetings of the owners corporation and/or meetings of the Strata Committee:

(a) Voting by means of teleconference while participating in a meeting from a remote location;

(b) Voting by means of video-conferencing while participating in a meeting from a remote location;

(c) Voting by means of email while participating in a meeting from a remote location;

(d) Voting by means of other electronic means while participating in a meeting from a remote location;

(e) Voting by means of email before the meeting; or

(f) Voting by means of other electronic means before the meeting.

25 RESTRICTION ON STRATA COMMITTEE

Resolved that, for the purpose of Section 36 (3) of the Strata Schemes Management Act 2015, the owners present notate if any special restrictions placed on the Strata Committee in relation to matters which the Strata Committee is authorised to decide without referral to a General Meeting. Notated no restrictions to be placed on the Strata Committee.

26 STRATA COMMITTEE

That in accordance with Regulation 9 of the Strata Schemes Management Regulation 2016, the election of the Strata Committee takes place and that:

a) The Chairperson announce the names of the candidates already nominated in writing for election to the Strata Committee; and

b) The Chairperson call for any oral nominations of candidates eligible for election to the Strata Committee;

c) The Chairperson declare that nominations are closed;

d) That the number of members to the Strata Committee be set at eight (8) being:

(1) Chen, Yuan
(5) Boynton, Andrew
(30) Zhang, Wenwen
(39) Lee, Sirong
(41) Kupdjian, Chant
(43) Xiang, Feixiang
(64) Zhao, Eliza
(70) Gandhi, Kadambari

27 NEXT YEAR'S MEETING

Resolved that next year's Annual General Meeting and Strata Committee Meeting be held on Wednesday, 1 June 2022 at 6:00 PM.

That the Strata Committee be empowered to change the date, time and venue of the Annual General Meeting should the agreed date later be determined as unsuitable.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 8:15 PM.

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Approved Budget
to apply from 01/03/2021

The Owners - Strata Plan 86799 — 2-4 Porter Street, Ryde NSW 2112

Administrative Fund

	Approved budget	Actual 01/03/2020-28/02/2021	Previous budget
Revenue			
Interest on Arrears--Admin	0.00	368.00	0.00
Levies Due--Admin	201,000.00	177,628.80	184,290.20
Miscellaneous Income--Admin	0.00	579.98	0.00
Status Certificate Fees	0.00	218.00	0.00
Strata Roll Inspection Fees	0.00	62.00	0.00
Total revenue	201,000.00	178,856.78	184,290.20
Less expenses			
Admin--Agent Disbursement--Compliance	400.00	363.64	421.00
Admin--Agent Disbursements	4,000.00	3,906.40	5,500.00
Admin--Agent Disburst--Archive Storage	450.00	426.00	480.00
Admin--Agent Disburst--Email/Call	2,500.00	2,704.09	500.00
Admin--Agent Disburst--Issue Final Notice Letter	0.00	0.03	0.00
Admin--Agent Disburst--Other	1,000.00	949.96	1,500.00
Admin--Agent Disburst--Photocopying & Printing	0.00	930.33	0.00
Admin--Agent Disburst--Postage	0.00	379.03	0.00
Admin--Agent Disburst--Work Orders	2,000.00	3,118.18	1,800.00
Admin--Auditors--Audit Services	750.00	750.00	800.00
Admin--Auditors--Taxation Services	500.00	500.00	500.00
Admin--Bank & Computer Fees	0.00	458.16	0.00
Admin--Capital Works Fund Provision	0.00	1,125.45	0.00
Admin--Legal & Debt Collection Fees	0.00	2,821.32	0.00
Admin--Management Fee--Accounts	0.00	179.92	0.00
Admin--Management Fee--Admin Services	0.00	64.77	0.00
Admin--Management Fee--Compliance	400.00	395.46	850.00
Admin--Management Fee--Extra Services	0.00	295.45	0.00
Admin--Management Fee--Sr. Strata Manager	2,000.00	2,038.64	1,000.00
Admin--Management Fee--Strata Manager Services	0.00	825.06	0.00
Admin--Management Fees--Standard	13,681.00	11,509.08	12,075.00
Admin--Status Certificate Fees Paid	0.00	218.00	0.00
Admin--Strata Inspection Fees Paid	0.00	62.00	0.00
Admin--Supplier Compliance	0.00	144.50	0.00
Insurance--Excesses	0.00	500.00	0.00
Insurance--Premiums	29,500.00	28,993.73	28,400.00
Insurance--Repairs	0.00	1,337.98	0.00
Maint Bldg--Cleaning	0.00	1,931.82	1,000.00

Administrative Fund

	Approved budget	Actual 01/03/2020-28/02/2021	Previous budget
Maint Bldg--Cleaning--Carpet/Furniture	0.00	700.00	0.00
Maint Bldg--Cleaning--Contracts	41,000.00	36,669.00	39,500.00
Maint Bldg--Consultants	0.00	6,899.20	0.00
Maint Bldg--Doors, Windows & Locks	0.00	2,211.00	0.00
Maint Bldg--Electrical	0.00	3,236.64	0.00
Maint Bldg--Electrical Lamps & Tubes	500.00	450.38	500.00
Maint Bldg--Facility Management	15,600.00	3,403.50	12,000.00
Maint Bldg--Fire Protection	7,000.00	7,002.50	5,000.00
Maint Bldg--Fire Protection--Contract	3,600.00	3,524.10	3,500.00
Maint Bldg--Garage Door--Remote controls	0.00	736.00	0.00
Maint Bldg--Garage Doors	1,500.00	1,971.37	2,500.00
Maint Bldg--General Repairs	5,000.00	0.00	5,000.00
Maint Bldg--Glass	0.00	1,268.70	0.00
Maint Bldg--Gutters & Downpipes	0.00	300.00	0.00
Maint Bldg--Hot Water Service	3,500.00	4,297.72	3,500.00
Maint Bldg--Intercom	0.00	335.00	0.00
Maint Bldg--Lift--Maintenance Contract	9,950.00	9,917.05	9,950.00
Maint Bldg--Lift--Registration Fees	75.00	75.00	75.00
Maint Bldg--Lift--Servicing/Repair	0.00	700.00	0.00
Maint Bldg--Lift--Telephone	2,000.00	1,950.54	1,850.00
Maint Bldg--Locks, Keys & Card Keys	1,000.00	2,085.00	1,000.00
Maint Bldg--Mechanical	0.00	0.00	400.00
Maint Bldg--Pest/Vermin Control	500.00	480.00	500.00
Maint Bldg--Plumbing & Drainage	6,000.00	2,909.18	2,000.00
Maint Bldg--Plumbing--Drains & Sewers	0.00	895.00	0.00
Maint Bldg--Plumbing--Water Penetration	0.00	638.00	0.00
Maint Bldg--Roof	0.00	370.00	0.00
Maint Bldg--Security Keys	0.00	310.50	0.00
Maint Bldg--Security Surveillance Equipment	0.00	370.00	0.00
Maint Bldg--Shower Screens & Trays	0.00	859.09	0.00
Maint Bldg--Signs & Notice Boards	0.00	370.00	0.00
Maint Bldg--Walls	0.00	1,170.00	0.00
Maint Grounds--Driveway & Paths	0.00	266.60	0.00
Maint Grounds--Gardening	0.00	2,500.00	3,600.00
Maint Grounds--Lawns	0.00	910.00	0.00
Utility--Electricity	20,000.00	19,932.32	25,000.00
Utility--Rubbish Removal	0.00	1,100.00	0.00
Utility--Water & Sewerage	10,500.00	10,356.54	16,000.00
Total expenses	184,906.00	198,098.93	186,701.00
Surplus/Deficit	16,094.00	(19,242.15)	(2,410.80)
Opening balance	(13,658.64)	5,583.51	5,583.51
Closing balance	$2,435.36	-$13,658.64	$3,172.71

Administrative Fund

	Approved budget	Actual 01/03/2020-28/02/2021	Previous budget
Total units of entitlement	10214		10214
Levy contribution per unit entitlement	$21.65		$19.85
Budgeted standard levy revenue	201,000.00		184,290.20
Add GST	20,100.00		18,429.02
Amount to raise in levies including GST	$221,100.00		$202,719.22

Capital Works Fund

	Approved budget	Actual 01/03/2020-28/02/2021	Previous budget
Revenue			
Interest on Arrears--Capital Works	0.00	65.70	0.00
Levies Due--Capital Works	20,907.15	31,908.36	25,240.00
Total revenue	20,907.15	31,974.06	25,240.00
Less expenses			
Admin--Income Tax Preparation	0.00	80.00	0.00
Maint Bldg--Building Improvement	0.00	3,250.00	0.00
Maint Bldg--Cleaning External Facade	0.00	1,690.00	0.00
Maint Bldg--Consultants	5,000.00	0.00	0.00
Maint Bldg--Defects	0.00	875.00	0.00
Maint Bldg--Doors & Windows	1,200.00	2,267.00	1,200.00
Maint Bldg--Fire Protection	50,000.00	22,445.60	15,000.00
Maint Bldg--Floors, Walls, Ceiling Replacement	0.00	3,160.00	0.00
Maint Bldg--Garage Doors	0.00	2,515.00	0.00
Maint Bldg--General Replacement	10,000.00	0.00	10,000.00
Maint Bldg--Legal	5,000.00	0.00	0.00
Maint Bldg--Lift--Refurbishment/Upgrading	0.00	2,488.00	0.00
Maint Bldg--Painting & Surface Finishes	5,000.00	1,035.00	5,000.00
Maint Bldg--Plumbing & Drainage	0.00	14,719.16	0.00
Maint Bldg--Roof	1,500.00	1,300.00	1,500.00
Maint Bldg--Signs & Notice Boards	0.00	1,040.00	0.00
Maint Bldg--Work Health Safety	0.00	950.00	0.00
Maint Grounds--Fencing--Boundary	0.00	2,060.00	0.00
Total expenses	77,700.00	59,874.76	32,700.00
Surplus/Deficit	(56,792.85)	(27,900.70)	(7,460.00)
Opening balance	108,165.68	136,066.38	136,066.38
Closing balance	$51,372.83	$108,165.68	$128,606.38
Total units of entitlement	10214		10214
Levy contribution per unit entitlement	$2.25		$2.72
Budgeted standard levy revenue	20,907.15		25,240.00
Add GST	2,090.72		2,524.00
Amount to raise in levies including GST	$22,997.87		$27,764.00

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MINUTES OF STRATA COMMITTEE MEETING

STRATA PLAN: 86799
ADDRESS: 2-4 Porter Street, Ryde.

Minutes of the meeting of the Strata Committee of the Owners - Strata Plan 86799 held on Friday, 17 September 2021 immediately following the Annual General Meeting.

PRESENT:

Lot #	Unit #	Attendance	Owner Name	Representative
1	9	Yes	Lucas Chen	
5	13	Yes	Andrew Boynton	
30	38	Yes	Wenwen Zhang	
39	52	Yes	Sirong Lee	
41	54	Yes	Chant Kupdjian	
43	56	Yes	Feixiang Xiang	
64	4	Yes	Eliza Zhao	
70	Shop 44	Yes	Kari Ghandhi	

IN ATTENDANCE: Dean Richardson of Strata One.

QUOROM: That a quorom was established.

CHAIRPERSON: Dean Richardson at the request of the meeting.

MINUTES

1 MINUTES
Resolved the Owners - Strata Plan No. 86799 RESOLVE by ordinary resolution to confirm the minutes of the owners corporation held on the 17/10/2020.

2 OFFICE BEARERS
Resolved that the Office Bearers for the year ensuing be elected.

(1) Lucas Chen - Secretary
(5) Andrew Boynton - Chairman
(Sh 44) Kari Ghandhi - Treasurer

3 REPRESENTATIVES
Resolved to appoint Lucas Chen as representative and Chant Kupdjian as substitute representative to communicate with the Strata Managing Agent on behalf of the Owners Corporation.

4 DISCLOSURE OF PECUNIARY INTEREST
Resolved the strata committee RESOLVES to:

(a) receive any disclosures under clause 18 of Schedule 2 of the Strata Schemes Management Act 2015 regarding pecuniary interests;

(b) record any such disclosures in a book kept for that purpose;

(c) determine a fee for payment for inspection of the disclosure book; and

(d) if there are any disclosures made, make a determination as to whether or not that member can be present during any deliberation of the strata committee with respect to the matter or to take part in any decision of the strata committee with respect to the matter.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 8:21 PM.

StrataLife

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3/143 Peats Ferry Road
Hornsby NSW 2077

Northern Beaches
21 Lawrence Street
Freshwater NSW 2096

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www.thestratalife.com.au
ABN: 27 627 346 598

Liability Limited by a scheme approved under Professional Standards Legislation.

MINUTES OF A GENERAL MEETING

THE OWNERS CORPORATION - STRATA PLAN 86799

ADDRESS OF STRATA SCHEME: 2-4 Porter Street, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: A General Meeting of the Owners Strata Plan No. 86799 was held on Wednesday, 06 December 2023 via Zoom at 6:30 PM.

PRESENT:
E Aung (Lot 1 & Lot 77)
L Rincón & D Amaya (Lot 5)
C Metcalfe (Lot 7)
L Martini (Lot 12)
J Shuen (Lot 25)
S Lee (Lot 39)
C Kupdjian (Lot 41)
S Lawson (Lot 50)
J D'Mello (Lot 51)
K Gandhi (Lot 70)

IN ATTENDANCE: Robert Fothergill on behalf of Strata Life.

CHAIRPERSON & SECRETARY: Robert Fothergill was elected as Chairperson and Secretary of the meeting by invitation and declared a quorum after 30 Minutes.

1 MINUTES

RESOLVED: That the Owners Corporation - Strata Plan 86799 confirm the minutes of the last general meeting held on 27/07/2023 as a true record and accurate account of that meeting.

2 FINANCIAL POSITION

RESOLVED: That the Owners Corporation - Strata Plan 86799 received an update of the current financial position of the Strata Scheme.

3 REQUIREMENT FROM INSURANCE COMPANY

The Owners Corporation - Strata Plan 86799 noted the requirements from the insurer for the building who have provided a 6 month insurance policy with specific conditions as detailed below.

<u>CHU Underwriting Agency PTY LTD:</u>
Based on AFSS works that have been completed and expected timeline we will issue a 6-month policy in which time we will measure progress against what has been stated in order to consider offering further terms.

- Extraordinary General Meeting to be held to raise further funds and appoint the required experts.
- Inspection/report/preparation of specifications to be prepared early 2024.
- A further meeting called early 2024 to consider these reports and cost for works.

4 HYDRAULIC REPORT

The Owners Corporation - Strata Plan 86799 considered the Hydraulic Report included with the agenda from FEA Consulting.

5 APPOINTMENT OF CONSULTANT

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved the enclosed quotations from FEA Consulting - $6,000 + GST (stage 2), estimated cost for a plumber to attend with the consultants ($2,000 + GST) and RHM Consulting - $10,000 + GST (budget estimated by consultant).

6 UPDATE ON FIRE WORKS

The Strata Managing Agent provided an update on the current status of approved fire works and any outstanding matters.

This included:

- Fire Door works - The Strata Managing Agent advised that they were continuing to try and get an update on the finalisation of the fire door works which still seem to have some outstanding. We were again promised an update by Friday 8th December and will advise the Strata Committee.
- Passive Fire - The inspection of the passive fire equipment has been arranged for 11th December which was the earliest date available. Following this a report will be produced which will enable fruitful discussion on any outstanding matters, claims for works under warranty or sign off of this Schedule item for the Annual Fire Safety Statement
- Outstanding works - Following the 6 monthly inspection by Quantum Fire quotations for works were received and it was **RESOLVED** that the quotations totaling $3,410 + GST be accepted.

7 GREASE ARRESTOR WORKS

MOTION DEFEATED: That the Owners Corporation - Strata Plan 86799 approve the enclosed quotation from Watermark Plumbing ($5,243.60 + GST) for the installation of a larger grease arrestor system.

8 UNIT 17 WORKS

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved the quotation from Delyn Construction ($4,400 + GST) for the works required to stop water penetration into unit 17.

9 UNIT 37 CAR SPACE WORKS

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved the quotation from GVH Construction at a cost of $6,480 + GST to stop water penetration into unit 37 car space.

10 UNIT 84 CAR SPACE WORKS

RESOLVED: That the Owners Corporation - Strata Plan 86799 approve the enclosed quotation from Delyn Construction ($2,480 + GST) for the works required to stop water penetration into unit 84 car space.

11 OFFER FROM BUILDER RE CONSTRUCTION JOINT

The Owners Corporation - Strata Plan 86799 considered the offer received from the original builder to pay for one of the 3 quotations for rectification of the leaking construction joint estimated at $25,000 + GST, "subject to appropriate release and indemnification being in place" and **RESOLVED** that the Owners Corporation would consider their options further once further advise is received from the consultants appointed under motion 5 of this agenda as it is believed that these works might also be their responsibility.

12 APPROVAL OF LEGAL SERVICES

MOTION DEFEATED: That the Owners Corporation - Strata Plan 86799 approve the cost disclosure from Kerin Benson Lawyers for preparing a letter of advice setting out the available options and in relation to the previous motion, offer from Builder re construction joint, as detailed in the cost disclosure included in the meeting agenda ($3,000 + GST), and further authorise the Committee to liaise with the solicitor and provide instruction as required.

Note - The Owners Corporation would consider their options further once further advise is received from the consultants appointed under motion 5 of this agenda.

13 PEST TREATMENT

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved the undertaking of pest treatment to the common areas by Cavalier Pest Control ($880 inc GST).

14 PUMP WORKS AND SERVICE

RESOLVED: That the Owners Corporation - Strata Plan 86799 approved the quotations included from SC Pumps for the replacement of the failed storm water pump ($4,252 inc GST) and the ongoing service of the pumps every 6 months at $231 inc GST per service.

15 CLEANING SERVICES

RESOLVED: That the Owners Corporation - Strata Plan 86799 considered the current cleaning services and determined that with the appointment of a Building Manager as per motion 16 this would be monitored by them with an expectation that the service improves and will be considered again at the next meeting of the Owners Corporation.

16 APPOINT BUILDING MANAGER

RESOLVED: That the Owners Corporation - Strata Plan 86799:

a. Appoint Agile Building Management Pty Ltd as a building manager in accordance with Section 67 of the Act and on the terms and conditions contained in their written agreement for a 12 month period with no roll over provision.
b. Authorise the Strata Managing Agent/Strata Committee to execute the building managers agreement to give effect to this appointment; and
c. Instruct the Managing Agent to affix the common seal of the Owners Corporation to the building manager's agreement in accordance with Section 273 of the Act.

17 SPECIAL LEVY

RESOLVED: That the Owners Corporation - Strata Plan 86799:

a. Raise, under Section 81 (4) of the Act, a special levy of $68,182 + GST to offset the shortfall in available funds necessary to pay for the works included in this agenda, upcoming consultants works and to cover the cost until the next budget period for the appointment of a building manager, to be raised to the Capital Works Fund as per the Unit Entitlement of the Strata Scheme.
b. Determine this special levy to be due and payable on 01/03/2024.

18 STRATA LOAN

The Owners Corporation - Strata Plan 86799 considered the enclosed loan proposals as possible funding options for the current or future works and **RESOLVED** not to proceed as a special levy was raised.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 08:44 PM.

MINUTES OF A GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 86799

ADDRESS OF STRATA SCHEME: 2 PORTER STREET RYDE NSW 2114

DATE, PLACE & TIME OF MEETING:	A General Meeting of The Owners - Strata Plan No. 86799 was held on Thursday 15th December 2022 via Zoom. The meeting commenced at 6:30PM.
PRESENT:	Eliza Zhao (4) Andrew Boynton (13) Leon Zhao (36) Kari Ghandhi (44) Lucas Mailey(50) Sirong Lee (52) Chant Kupdjan (54) Feixiang Xiang(56) Joel D'Mello (64) Xia Qiu (66)
IN ATTENDANCE:	Robert Fothergill (Strata Life)
CHAIRPERSON:	Andrew Boynton was elected a Chairperson and declared a quorum present after 30 minutes.
SECRETARY:	Sirong Lee was elected as Secretary

1. MINUTES

MOTION DEFERRED: That the minutes of the last general meeting of the Owners Corporation, be confirmed as a true record and account of the proceedings at that meeting.

2. APPOINTMENT OF NEW STRATA MANAGING AGENT

(a) **RESOLVED:** The Owners – Strata Plan No. 86799 by ordinary resolution in accordance with section 49 of the *Strata Schemes Management Act 2015* to appoint Strata Life Pty Ltd (ABN: 627 346 598) as strata managing agent from the 16th December 2022, on the terms and conditions set out in the proposed strata management agency agreement, a copy of which is tabled at this meeting and the strata managing agent be delegated:

(i) all of the functions of the owners corporation (other than those listed in section 52(2) of the *Strata Schemes Management Act 2015*) and, the functions of chairperson, secretary and treasurer necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the Agreement;

(ii) the delegation to the agent is subject to the conditions and limitations listed in the Agreement;

(b) **RESOLVED:** the owners corporation is to execute the Agreement to give effect to this appointment and delegation;

(c) **RESOLVED:** the strata committee is to nominate a representative under the Agreement; and

(d) **RESOLVED:** authority is given to:

A. if there are two or more members of the strata committee, two members of the strata committee; and/or

B. if the owners corporation has only one or two owners, those owners,

to affix the common seal of the owners corporation to the Agreement in accordance with section 273 of the *Strata Schemes Management Act 2015*.

The Chairperson declared the meeting closed at 6:54 PM

Minutes of Strata Committee Meeting by Electronic Vote

Owners Corporation - Strata Plan No 86799

Address of Strata Scheme:
2-4 Porter Street, RYDE, NSW, 2112

Date:
Thursday, 30 January 2025

Place:
Online only

Time:
12:00 AM

Strata Life Pty Ltd
T: (02) 9456 9965
E: contact@thestratalife.com.au
www.thestratalife.com.au
ABN: 27 627 346 598

Postal Address
Level 1, 3/45-47 Hunter Street
Hornsby NSW 2077

Northern Beaches
21 Lawrence Street
Freshwater NSW 2096

North Shore
Level 1, 3/45-47 Hunter Street
Hornsby NSW 2077

Liability limited by a scheme approved under Professional Standards Legislation

Meeting Date:	Thursday 30 January 2025		
Committee Members:	Lot 7	Casey Metcalfe	Electronic vote
	Lot 51	Joel D'Mello	Electronic vote
	Lot 62	Ben Halse	Electronic vote
Chairperson & Secretary:	on behalf of Strata Life, Robert Fothergill, Strata Manager.		

DISCLOSURE OF PECUNIARY INTERESTS:
Noted that no pecuniary interests were advised

2. MINUTES:

Motion CARRIED.

That the Strata Committee - Strata Plan 86799 approve the Minutes of the last Committee meeting held on 11th of December 2024 and confirm them as a true record and accurate account of that meeting.

VOTES Yes : 3 No: 0 Abs: 0 Inv: 0

3. RENOVATION FLOORING WORKS:

Motion CARRIED.

That the Strata Committee - Strata Plan 86799 approve the installation of hard flooring, submitted by the owner of unit 3/lot 63 and included with the agenda. This approval is in accordance with the Minor Renovations Special By-law, Section 110 of the Strata Schemes Management Act 2015 (minor renovations by owners) and subject to the following conditions:

- Any works undertaken are to be as per the plans and scope provided in the flooring application presented and approved by the Owner's Corporation.
- Any costs and any ongoing maintenance to be at no cost to the Owner's Corporation.
- The installation is to be done in a workman like manner by a licensed and insured tradesman.
- Underlay is to be installed as per manufacturer's instructions and according to the specifications provided in the approved application.
- Waste material/debris is to be removed from the common property and disposed of correctly immediately at no cost to the Owner's Corporation. The use of a skip bin on common property will require separate approval.
- Common property stairwells are to be keep clean and clear at all times and protected from damage.
- No undue obstructions are to be caused to other residents during construction/installation.
- The above conditions to be binding on any successor in title.
- Any requirements under the scheme's by-laws, Section 110 of the Strata Schemes Management Act 2015 and Clause 28 of the Strata Schemes Management Regulation 2016 are adhered to.
- Work is only to be done during the hours stipulated by Council.

VOTES Yes : 3 No: 0 Abs: 0 Inv: 0

CLOSURE: There being no further business, the chairperson declared the meeting closed at 12.15pm.

MINUTES OF A STRATA COMMITTEE MEETING

THE OWNERS CORPORATION - STRATA PLAN 86799

ADDRESS OF STRATA SCHEME: 2-4 Porter Street, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: A Strata Committee Meeting of the Owners Strata Plan 86799 was held on Wednesday, 11 December 2024 via zoom and started at 06:55 PM.

PRESENT:
Casey Metcalfe (lot 7)
Wenwen Zhang (lot 30)
Joel D'Mello (lot 51)
Ben Halse (lot 62)
Eliza Zhao (lot 64)

APOLOGIES: Robert Fothergill (Strata Life)

IN ATTENDANCE: Mirka Jaskusova and Pavel Sala of Agile Building Management

CHAIRPERSON & SECRETARY: Casey Metcalfe was elected as Chairperson and Secretary of the meeting

1 DISCLOSURE OF PECUNIARY INTEREST
NOTED: That there were no pecuniary interests declared by any member of the Strata Committee.

2 MINUTES
RESOLVED: That the Strata Committee - Strata Plan 86799 confirm the minutes of the last Strata Committee meeting as a true record and accurate account of that meeting.

3 FINANCIAL POSITION
The Strata Committee - Strata Plan 86799 considered and discussed the financial position of the Owners Corporation.

4 CLEANING
That the Strata Committee - Strata Plan 86799 **RESOLVED** to approve the additional 3 hours at a cost of $129 + GST per week.

5 VANDAL-PROOF TAPS IN THE CARPARK
RESOLVED: That the Strata Committee - Strata Plan 86799 agree to proceed with the installation of the vandal proof taps and ask Agile Building to confirm the cost prior to proceeding. Further **RESOLVED** that Strata Life are to write to all residents to remind them that they are not to wash their car in the car parl.

6 POWERPOINTS IN THE CARPARK
RESOLVED: That the Strata Committee - Strata Plan 86799 authorise for Agile Building Management to lock the power point that is being misused. Further **RESOLVED** that Agile Building Management would investigate a possible car detailing/cleaning business in the car park and that Strata Life circulate a letter to all residents in regards to no smoking in common areas including in the car parking areas.

7 VISITOR PARKING

The Strata Committee - Strata Plan 86799 considered the update from the Building Manager and **RESOLVED** that Strata Life will be asked to obtain a fee proposal for a by-law to be prepared which will clarify the time limit and regulate visitor parking more effectively. Further **RESOLVED** that Agile Building will be asked to provide a quotation for the installation of bollards to the visitor parking area.

8 CORRODED COLLECTOR BOX ON BELMORE STREET

RESOLVED: That the Strata Committee - Strata Plan 86799 approve the works required to the corroded collector box.

9 RED BLACK AREA ON FIRST LEVEL (PORTER STREET)

RESOLVED: That the Strata Committee - Strata Plan 86799 approve the quotation for $1,550 + GST, which included the concrete gaps in the car park, was accepted.

10 FILLING CONCRETE GAPS IN THE CARPARK

RESOLVED: That the Strata Committee - Strata Plan 86799 approve the works required to fill in the gaps in the car park as per the quote in motion 9 above.

11 INAPPROPRIATE BEHAVIOUR AND SMOKING WEEK

That the Strata Committee - Strata Plan 86799 instruct Strata Life to circulate a reminder to all residents regarding smoking on common areas and inside units and for temporary signage in the lifts to be displayed and for permanent signage in the basement common area to be installed.

12 INSURANCE RENEWAL

The Strata Committee - Strata Plan 86799 considered the latest requirements from the Strata insurer regarding the next insurance renewal as detailed below.

CHU have confirmed all selected policy sections in force, subject to the following conditions:
- Provide a copy of executed contract for the structural defect rectification and confirm once works have commenced
- Provide a copy of executed contract for carpark and podium level works and confirm start date
CHU requests for the above information be supplied to our office no later than 5 March 2025.

13 STRUCTURAL ENGINEER UPDATE

The Strata Committee - Strata Plan 86799 were unable to consider the tender documentation/specifications as they were not received at the time of the meeting.

14 PASSIVE FIRE WORKS

The Strata Committee - Strata Plan 86799 noted an interim Annual Fire Safety Statement has been lodged with council and that communication is in progress between Agile and an external contractor (Bowsers). Further updates will be provided as they are received by Strata Life and Agile Building Management.

15 RHM WATERPROOFING AND BASEMENT CARPARK WORKS

That the Strata Committee - Strata Plan 86799 noted the latest update from Strata Life and await any further updates as they are received by Strata Life and Agile Building Management.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:45 PM.

Minutes of Strata Committee Meeting by Electronic Vote

Owners Corporation - Strata Plan No 86799

Address of Strata Scheme:
2-4 Porter Street, RYDE, NSW, 2112

Date:
Tuesday, 08 October 2024

Place:
Online only

Time:
10:00 AM

Strata Life Pty Ltd
T: (02) 9456 9965
E: contact@thestratalife.com.au
www.thestratalife.com.au
ABN: 27 627 346 598

Postal Address
Level 1, 3/45-47 Hunter Street
Hornsby NSW 2077

Northern Beaches
21 Lawrence Street
Freshwater NSW 2096

North Shore
Level 1, 3/45-47 Hunter Street
Hornsby NSW 2077

Liability limited by a scheme approved under Professional Standards Legislation

Meeting Date:	Tuesday 08 October 2024		
Committee Members:	Lot 7	Casey Metcalfe	Electronic vote
	Lot 51	Joel D'Mello	Electronic vote
	Lot 62	Ben Halse	Electronic vote
	Lot 64	Eliza Zhao	Electronic vote
Chairperson & Secretary:	Rober Fothergill of Strata Life P/L		

1. **DISCLOSURE OF PECUNIARY INTERESTS:**
Noted that no pecuniary interests were advised.

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2. **MINUTES:**
Motion CARRIED.
That the Strata Committee - Strata Plan 86799 approve the Minutes of the last Committee meeting held on 23rd of September 2024 and confirm them as a true record and accurate account of that meeting.

VOTES Yes : 4 No: 0 Abs: 0 Inv: 0

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3. **INSTALLATION OUTDOOR BLIND:**
Motion CARRIED.
That the Strata Committee - Strata Plan 86799 approve the installation of outdoor blind for increased privacy, submitted by the owner of lot 7 and included with the agenda. This approval is in accordance with the Minor Renovations Special By-law, Section 110 of the Strata Schemes Management Act 2015 (minor renovations by owners) and subject to the following conditions:

- Any works undertaken are to be as per the plans and scope provided in the flooring application presented and approved by the Owner's Corporation.
- Any costs and any ongoing maintenance to be at no cost to the Owner's Corporation.
- The installation is to be done in a workman like manner by a licensed and insured tradesman.
- Underlay is to be installed as per manufacturer's instructions and according to the specifications provided in the approved application.
- Waste material/debris is to be removed from the common property and disposed of correctly immediately at no cost to the Owner's Corporation. The use of a skip bin on common property will require separate approval.
- Common property stairwells are to be keep clean and clear at all times and protected from damage.
- No undue obstructions are to be caused to other residents during construction/installation.
- The above conditions to be binding on any successor in title.
- Any requirements under the scheme's by-laws, Section 110 of the Strata Schemes Management Act 2015 and Clause 28 of the Strata Schemes Management Regulation 2016 are adhered to.
- Work is only to be done during the hours stipulated by Council.

VOTES Yes : 4 No: 0 Abs: 0 Inv: 0

CLOSURE: There being no further business, the chairperson declared the meeting closed at 10.20am.

Minutes of Strata Committee Meeting by Electronic Vote

Owners Corporation - Strata Plan No 86799

Address of Strata Scheme:
2-4 Porter Street, RYDE, NSW, 2112

Date:
Monday, 23 September 2024

Place:
Online only

Time:
10:00 AM

Strata Life Pty Ltd
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Hornsby NSW 2077

Liability limited by a scheme approved under Professional Standards Legislation

Meeting Date:	Monday 23 September 2024		
Committee Members:	Lot 7	Casey Metcalfe	Electronic vote
	Lot 51	Joel D'Mello	Electronic vote
	Lot 62	Ben Halse	Electronic vote
	Lot 64	Eliza Zhao	Electronic vote
Chairperson & Secretary:	Robert Fothergill of Strata Life P/L		

1. **DISCLOSURE OF PECUNIARY INTERESTS:**
Noted that no pecuniary interests were advised

2. **MINUTES:**
Motion CARRIED.
That the Strata Committee - Strata Plan 86799 approve the Minutes of the last Committee meeting held on 9th of September 2024 and confirm them as a true record and accurate account of that meeting.

VOTES Yes : 3 No: 0 Abs: 1 Inv: 0

Notes
Ben Halse declared a conflict for this motion.

3. **RENOVATION FLOORING WORKS:**
Motion CARRIED.
That the Strata Committee - Strata Plan 86799 approve the installation of floating floor boards & carpet submitted by the owner of lot 38 (Unit 51) and included with the agenda. This approval is in accordance with the Minor Renovations Special By-law, Section 110 of the Strata Schemes Management Act 2015 (minor renovations by owners) and subject to the following conditions:

- Any works undertaken are to be as per the plans and scope provided in the flooring application presented and approved by the Owner's Corporation.
- Any costs and any ongoing maintenance to be at no cost to the Owner's Corporation.
- The installation is to be done in a workman like manner by a licensed and insured tradesman.
- Underlay is to be installed as per manufacturer's instructions and according to the specifications provided in the approved application.
- Waste material/debris is to be removed from the common property and disposed of correctly immediately at no cost to the Owner's Corporation. The use of a skip bin on common property will require separate approval.
- Common property stairwells are to be keep clean and clear at all times and protected from damage.
- No undue obstructions are to be caused to other residents during construction/installation.
- The above conditions to be binding on any successor in title.
- Any requirements under the scheme's by-laws, Section 110 of the Strata Schemes Management Act 2015 and Clause 28 of the Strata Schemes Management Regulation 2016 are adhered to.
- Work is only to be done during the hours stipulated by Council.

VOTES Yes : 4 No: 0 Abs: 0 Inv: 0

CLOSURE: There being no further business, the chairperson declared the meeting closed at 10.20am.

Minutes of Strata Committee Meeting by Electronic Vote

Owners Corporation - Strata Plan No 86799

Address of Strata Scheme:
2-4 Porter Street, RYDE, NSW, 2112

Date:
Monday, 09 September 2024

Place:
Online only

Time:
10:00 AM

Strata Life Pty Ltd
T: (02) 9456 9965
E: contact@thestratalife.com.au
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Liability limited by a scheme approved under Professional Standards Legislation

Meeting Date:	Monday 09 September 2024		
Committee Members:	Lot 7	Casey Metcalfe	Electronic vote
	Lot 51	Joel D'Mello	Electronic vote
Chairperson & Secretary:	Robert Fothergill from Strata Lift P/L		
Quorum:	Meeting was unable to be held due to lack of quorum		

1. **DISCLOSURE OF PECUNIARY INTERESTS:**
Noted that no pecuniary interests were advised.

2. **MINUTES:**
Motion not considered due to lack of quorum.
That the Strata Committee - Strata Plan 86799 approve the Minutes of the last Committee meeting held on 21st of May 2024 and confirm them as a true record and accurate account of that meeting.

VOTES Yes : 2 No: 0 Abs: 0 Inv: 0

3. **RENOVATION FLOORING WORKS:**
Motion not considered due to lack of quorum..
That the Strata Committee - Strata Plan 86799 approve the installation of floating floorboards and carpet, submitted by the owner of Lot 38 (Unit 51) and included with the agenda. This approval is in accordance with the Minor Renovations Special By-law, Section 110 of the Strata Schemes Management Act 2015 (minor renovations by owners) and subject to the following conditions:

- Any works undertaken are to be as per the plans and scope provided in the flooring application presented and approved by the Owner's Corporation.
- Any costs and any ongoing maintenance to be at no cost to the Owner's Corporation.
- The installation is to be done in a workman like manner by a licensed and insured tradesman.
- Underlay is to be installed as per manufacturer's instructions and according to the specifications provided in the approved application.
- Waste material/debris is to be removed from the common property and disposed of correctly immediately at no cost to the Owner's Corporation. The use of a skip bin on common property will require separate approval.
- Common property stairwells are to be keep clean and clear at all times and protected from damage.
- No undue obstructions are to be caused to other residents during construction/installation.
- The above conditions to be binding on any successor in title.
- Any requirements under the scheme's by-laws, Section 110 of the Strata Schemes Management Act 2015 and Clause 28 of the Strata Schemes Management Regulation 2016 are adhered to.
- Work is only to be done during the hours stipulated by Council.

VOTES Yes : 1 No: 1 Abs: 0 Inv: 0

CLOSURE: There being no further business, the chairperson declared the meeting closed at 10.20am.

Minutes of Strata Committee Meeting by Electronic Vote

Owners Corporation - Strata Plan No 86799

Address of Strata Scheme:
2-4 Porter Street, RYDE, NSW, 2112

Date:
Monday, 12 August 2024

Place:
Online only

Time:
10:00 AM

Strata Life Pty Ltd
T: (02) 9456 9965
E: contact@thestratalife.com.au
www.thestratalife.com.au
ABN: 27 627 346 598

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Freshwater NSW 2096

North Shore
Level 1, 3/45-47 Hunter Street
Hornsby NSW 2077

Liability limited by a scheme approved under Professional Standards Legislation

Meeting Date:	Monday 12 August 2024		
Committee Members:	Lot 7	Casey Metcalfe	Electronic vote
	Lot 51	Joel D'Mello	Electronic vote
	Lot 64	Eliza Zhao	Electronic vote
Chairperson & Secretary:	Robert Fothergill from Strata Life P/L		

1. **DISCLOSURE OF PECUNIARY INTERESTS:**
Noted that no pecuniary interests were advised.

2. **MINUTES:**
Motion CARRIED.
That the Strata Committee - Strata Plan 86799 approve the Minutes of the last Committee meeting held on 21st of May 2024 and confirm them as a true record and accurate account of that meeting.

VOTES	Yes : 3	No: 0	Abs: 0	Inv: 0

3. **Authorisation to Sign Contract - Romteck Grid:**
Motion CARRIED.
That the Strata Committee - Strata Plan 86799 authorises the strata managing agent to sign a 5 year contract with Romteck Grid in the sum of $1,600.00pa for automatic fire monitoring and for works approved in the proceeding motion, upon written confirmation via email of the Strata Committee.

VOTES	Yes : 3	No: 0	Abs: 0	Inv: 0

4. **Approval of Works - Romteck Grid:**
Motion CARRIED.
That the Strata Committee - Strata Plan 86799 approve the quotation received from Romteck Grid to supply the essential service of Automatic Fire Alarm Monitoring at $1,600.00pa over a 5 year contract.

VOTES	Yes : 3	No: 0	Abs: 0	Inv: 0

5. **Authorisation to Sign Contract - A Plus Fire P/L:**
Motion CARRIED.
That the Strata Committee authorise the strata managing agent to sign the contract by A Plus Fire P/L for works approved in the proceeding motion, upon written confirmation via email of the Strata Committee.

VOTES	Yes : 3	No: 0	Abs: 0	Inv: 0

6. **Approval of Works - A Plus Fire P/L:**
Motion CARRIED.
That the Strata Committee approve the quotation No SQ-0062 received from A Plus Fire P/L in the sum of $15,818.00 for fire safety works

VOTES	Yes : 3	No: 0	Abs: 0	Inv: 0

CLOSURE: There being no further business, the chairperson declared the meeting closed at 10.20am.