Report

ADVANCED
STRATA INSPECTIONS & CONSULTANCY

This report has been prepared by Advanced Strata Inspections on behalf of our client or contracted to Advanced Strata Inspections on behalf of a third party.

Client Name: Sanja Markovik

Lot No: 2

Strata Plan: 100155

Address: U2/289 The Boulevarde, Miranda NSW 2228

Prepared for: Sanja Markovik

Inspector: Natasha Zakula

Inspection Date: 1/09/2023

Contact

Natasha 0448888981

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Documents for Inspection

Listed are documents that are normally made available by the Strata Managing agent at the time of inspection of the Strata Records. Those marked 'Yes' have been attached to this report.

Strata Roll	Yes ☒	No ☐
Strata Plan	Yes ☒	No ☐
Certificate of Title	Yes ☒	No ☐
Financial Accounts	Yes ☒	No ☐
Admin & Capital Works Fund	Yes ☒	No ☐
Insurance Valuation	Yes ☐	No ☒
Building Insurance	Yes ☒	No ☐
Previous 5 years AGM Minutes	Yes ☐	No ☒
EGM minutes (if applicable)	Yes ☒	No ☐
Correspondence File	Yes ☒	No ☐
Fire Safety Certificate	Yes ☒	No ☐
Capital Works Fund Forecast Report	Yes ☐	No ☒
Occupational Health and Safety Report	Yes ☐	No ☒
Asbestos Report	Yes ☐	No ☒
Building Defects (if applicable)	Yes ☒	No ☐
Cladding (if applicable)	Yes ☐	No ☒
Strata Plans By-laws (if applicable)	Yes ☒	No ☐
Were records missing	Yes ☐	No ☒
Have missing documents been requested	Yes ☐	No ☒

Missing documents (if applicable): Nil identified

Notable Matters

Note: On issues, and or building matters found in the books and records, which may be of interest to the purchaser.

We note as per the email from the strata manager dated 1/09/2023 (attached), the Owners Corporation have not approved to obtain a new insurance valuation since the new build, due to the ongoing defects claim, and they discussed at the AGM last year that they will approve to get a new Capital Works Fund Plan at the next AGM, which is currently being scheduled and organised.

We note the owners corporation is currently pursuing the Builder, Anvil Build Pty Ltd & Hongfei Xia, in a defects claim through the NSW Civil & Administrative Tribunal, with a hearing to be held in the period from 3/10/2023 to 20/12/2023 or in the period from 15/01/2024 to 29/02/2024. Attached are the following documents in relation to the defects claim:

- Notice of Order dated 28/08/2023
- Notice of Order dated 19/05/2023
- Notice of Order dated 17/04/2023
- Fair Trading letter to the Strata Manager dated 17/02/2023
- Fair Trading letter to the Strata Manager dated 15/02/2023
- NCAT Application dated 14/03/2023
- Patridge Remedial Major Defects Report dated 16/01/2023

- We note a Defects Report by Sydney Remedial Group was approved at the EGM held 10/07/2023, and note this report is yet to be prepared/completed.

EGM 10/07/2023:

- Motion 2 - Resolved that the Owners Corporation approve Sydney Remedial Group, for the NCAT Order Defects Inspection - to quote on full repairs and an amount of $28,600.00.
- Motion 3 – Resolved to raise a special levy in the amount of $23,600.00 incl. GST to fund the Defects Quotation Inspection approved at same meeting.

AGM 2022:

- Motion 4 – We note an amendment was made to the budget for anticipated Partridge Defects Inspection/Rectifications.
- SCM after the AGM – Motion 7 General Discussion - The following items of general discussion were determined:
    - (a) Ongoing, the strata manager is to contact all Owners if an issue arises in one Lot, for other Owners to check theirs also.
    - (b) The strata manager to contact Energy Australia for the bills to show the recent rates, and to advise the contract the Owners Corporation are under at present.
    - (c) The strata manager to advise Lot 7 that the Owners Corporation do not approve the NMI number switch for the solar panel rebate.
    - (d) The strata manager to obtain a fee proposal for legal advice, in relation to the Lot 7 solar panels situation.
    - (e) The strata manager to engage a contractor to quote on the stormwater drains outsite Lot 6.
    - (f) The strata manager to approve Partridge's additional inspection of Lot 7 (the roof) to complete the defects report. The strata manager to request the inspection occurs as soon as possible.

EGM 26/04/2022:

- Motions 2 and 3 – Resolved to approve Special By-Law - Awning Lot 3.
- Motion 4 - Resolved that the owners corporation accept the fee proposal from Partridge dated 19/10/2021 for Item 2 (Part 1 & 2) totalling $8,420.00 + GST for inspection and report of all common property and all individual units.
- Motion 5 – Resolved to raise a special levy in the amount of $9,262.00 incl. GST to fund the Partridge Defect Report approved at same meeting.

AGM 2021:

- Motion 16 - Resolved that the Strata Managing Agent is to follow up the developer for the provision of a defects report based on the inspections recently completed, and for the Strata Managing Agent to arrange quotations for an independent defect report to be completed for the strata committees consideration.

AGM 2020:

- Motion 12 – Resolved to raise a special levy in the amount of $2,500.00 to rectify the admin fund deficit.
- Motion 14 – Defeated the appointment of a building inspector for the purpose of Part 11 of the Strata Schemes Management Act 2015, and Defeated engaging a solicitor to provide advice regarding liability and recovery of losses in respect of building defects and rectification.
- Motion 22 – Defeated engaging a consultant to prepare a cladding report.
- Motion 26 – Resolved to approve Special By-Law 3 – Lot 6 Balcony Door.

Strata Roll

Owner/Name: Dragan Srbinoski & Sanja Markovikj

Address: 2/289-291 The Boulevarde, MIRANDA NSW 2228

Mortgagee: None

The details above reflect the information available in the Strata records. Current ownership details can be confirmed with your legal adviser from the title search included as part of the sale contract for this property.

Unit Entitlement: *(Aggregate Entitlement)*

The unit entitlement is 15 of an aggregate of 100. Therefore, the subject lot carries rights and responsibilities equivalent to 15% of the strata plan. The owners of the subject lot may cast votes equivalent to their percentage ownership of the strata plan and are responsible for the expenditure of the building to the same extent.

Levies

The budget passed at the last Annual General Meeting is as follows:

Date of the last AGM held:	17/10/2022
Date of next expected AGM:	Not yet set

***Administration Fund*:**

Total Building:	$32,613.40	
The Subject Lot:		
Annually:		$4,892.00
Per Quarter:		$1,223.00

Capital Works Fund:

Total Building:	$1,500.00	
The Subject Lot:		
Annually:		$225.00
Per Quarter:		$56.25

Effective from: 1/11/2022

Arrears:

The Subject Lot:	$0.00

***Previous Year's levies determined at the AGM dated*:** 18/10/2021

Administration Fund:	
Total Building:	$18,800.00
Capital Works Fund:	
Total Building:	$1,500.00

Special Levies

Current	Yes ☐	No ☒
Reason for special Levies: Nil		
Possible or proposed special levies	Yes ☐	No ☒
Reason for possible or proposed special levies: Nil		
Supporting documents attached:	Yes ☐	No ☒
Additional documents or commentary requested:	Yes ☐	No ☒
Past	Yes ☒	No ☐

Reason for special Levies:
EGM 10/07/2023 - Motion 3 – Resolved to raise a special levy in the amount of $23,600.00 incl. GST to fund the Defects Quotation Inspection approved at same meeting.
EGM 26/04/2022 - Motion 5 – Resolved to raise a special levy in the amount of $9,262.00 incl. GST to fund the Partridge Defect Report approved at same meeting.
AGM 2020 - Motion 12 – Resolved to raise a special levy in the amount of $2,500.00 to rectify the admin fund deficit.

Resolved:	Yes ☒	No ☐
Supporting documents attached:	Yes ☒	No ☐
Additional documents or commentary requested:	Yes ☐	No ☒

Capital works fund forecast

Capital works fund forecast is attached:	Yes ☐	No ☒

Strata Plan

Number of lots in Strata Plan: 7

Number of Units: 6

Lot and Unit number correspond Yes ☒ No ☐

Date Strata Plan registered: Not Ascertained

Original Owner: MBC PRESIDENT PTY LTD

Managing Agent

Name: Peter Clisdell Pty Ltd trading as Clisdells Strata

Address: 623 Princes Highway Rockdale NSW 2216

Telephone Number: 02 9556 5222

Assigned Manager: Jessica Cracknell

Covid-19

In response to the impact of COVID-19 on strata and community schemes, the NSW Government has made temporary changes to the law to give schemes the flexibility they need to function. The regulations commenced on 5 June 2020 and will be in place until further notice.
You should refer to the NSW Government Fair Trading website for further details:
https://lnk.nswfairtrading.trclient.com/l/AtGMpL-xv3We3xxUWiLMJV8

Owners Funds

As at 1/09/2023 The financial position of the Owners Corporation (ASSETS MINUS LIABILITIES) was as follows:

Administration Fund: **$2,826.24**

(This fund covers the day-to-day expenditure of the building)

Capital Works Fund: **$6,736.71**

(This fund is intended to cover long-term maintenance of the building)

Combined:

Owners Funds: $9,562.95
Cash at Bank: $8,518.09
Total levies in arrears: $822.10

Past building work

We refer you to the History of Expenditures below which notes major expenditure items for building works.
The following extracts concerning this work and other matters of interest are taken from the minutes, financial accounts, and correspondence: The following capital works fund, income & expenditure statements are attached for your reference, for the period:

Date:

01/09/2023-01/09/2023
01/09/2022-31/08/2023
01/09/2021-31/08/2022
01/09/2020-31/08/2021
01/09/2019-31/08/2020

Account Keeping Requirements:

Accounting records are kept as per the Act	Yes ☒	No ☐
Annual Budgets have been prepared	Yes ☒	No ☐
Accounts are audited	Yes ☐	No ☒

Tax returns

Corporation lodges income tax returns	Yes ☒	No ☐
Copy of most recent Tax Return sighted	Yes ☐	No ☒
Expenditure for tax preparation in financial account	Yes ☒	No ☐
The Owner's Corporation is registered for and collects GST	Yes☐	No ☒

Insurance

Insurance held with**: Longitude**

Policy No: **LNG-STR-20016121**

Due Date: **8/10/2023**

Building:	$4,130,300
Public Liability:	$50,000,000
Voluntary Workers:	$200,000/2000
Workers Compensation:	Not Included

Please Note: Only required where wages are paid in excess of $7,500 per annum

Loss of Rent:	$619,545

Please Note: Coverage for situations where the building becomes uninhabitable.

Office Bearers Liability:	$1,000,000
Fidelity Guarantee:	$100,000
Machinery Breakdown:	Not Insured
Common Contents:	$41,303
Building Catastrophe:	Not Insured
Total Premium Cost:	$4,248.79

Documents sighted Yes☒ No☐

All insurances held in the name of the Owners Corporation:

Yes ☒ No ☐

The Strata Schemes Management Act 2015 requires the Owners Corporation to have the following:

a) Building insurance at least to the value of the building as determined by a valuation which must be obtained at least every 5 years

b) Public Liability cover to a minimum of $10,000,000

c) Workers' Compensation insurance; and Voluntary Workers insurance.

Building valuation

NOTE: No Valuation available on file for this strata scheme.

Minutes and records

Minutes and financial records have been retained for the prescribed period of five years:

Yes ☒ No ☐

Date of the last AGM: 17/10/2022
Last Minutes in Book: 10/07/2023
Date of the first AGM: 12/11/2020
Missing Minutes: Yes ☐ No ☒
Please specify:
Minutes Requested Yes ☐ No ☒

Strata Committee Members: Please refer to the 2022 AGM minutes, attached.

Notices

Do the records contain Notices or Orders adversely affecting the Owners Corporation?

Yes ☒ No ☐

Please Insert comments: Refer to notable matters re: Defects

Litigation

Any evidence of current or proposed litigation involving the Owners Corporation:

Yes ☒ No ☐

Resolved: Yes ☐ No ☒

Reason please specify: Possible future legal defects claim – refer to notable matters.

Documents attached Yes ☒ No ☐

Documents or commentary requested:

Yes ☐ No ☒

By-Laws for this Strata Scheme

The Certificate of Title is not normally found in the strata records. A Title Search is normally conducted and included as part of the sale contract documentation. Please consult with your legal adviser on this issue.
A search should be made at the Land Titles Office regarding registers dealings. The Strata Schemes Management Act 1966 requires that a change of By-Laws must be registered within two years of a resolution being passed.

New Strata Legislation (effective 30 November 2016)

The Strata Schemes Management Act 2015 commenced on 30 November 2016 which enacts new regulations regarding By-Laws.
All Strata Schemes will need to review their By-Laws before 1 December 2017.
Schemes prior to 1 July 1997 must adopt the new model By-Laws. However, they can be subject to changes being adopted through a Special Resolution in a general meeting of the Owners Corporation.
Strata Schemes commencing between 1 July 1997 and 30 November 2016 must review their By-Laws by 1 December 2017. Note: Adoption of the new model By-Laws is not compulsory.

Is there any evidence of By-Laws passed during the past 6-Months, that have not been registered:

Yes ☐ No ☒

If yes, please specify: Nil

Harmony

We note that the following By-Laws infringements were addressed in recent times:
None sighted

Pets

NOTE: Owners Corporations have twelve (12) months from 30 November 2016 to review the By-Laws of their Strata Scheme as outlined in the By-Laws section of this Report. Therefore, the current attitude policy to pets, if any, will remain in place until the Review is undertaken.

Current policy for this Strata Scheme

Keeping of animals – Refer to the strata plans by-laws

Alterations and Additions

Before conducting alterations to units or the common property owners must first request permission from the Owners Corporation.
Do the records contain any recent applications to the Strata Committee for permission to conduct alterations or additions to individual units or to the subject lot:

Yes ☒ No ☐

If yes, please specify: Refer to meeting minutes

Fire safety certificate

Was the current Fire Safety Certificate sighted:

Yes ☒ No ☐

Glossary

A

Agenda

A list of motions or issues to be voted upon or deliberated at a meeting.

Aggregate Unit Entitlement

The total of all the individual lot unit entitlements in the Strata Scheme. See also Total Unit Entitlement and Unit Entitlement.

Annual General Meeting (AGM)

A meeting of owners and other interested parties (as noted on the Strata Roll) that must be convened once a year under the NSW Strata Schemes Management Act 2015. Also, see General Meeting.

Airspace

A lot owner effectively owns the airspace (and anything included in the airspace) inside the boundary walls, floor, and ceiling of the lot. Lot airspace may include balconies and courtyards. Everything within the airspace must be maintained at the owner's cost.

B

By-Laws

A set of rules the residents (owners and tenants) in the strata or community scheme must abide by.

Budget

An estimation of future receipts and payments likely to occur in the coming year for a scheme. This estimate is prepared by the Strata Committee or the Strata Managing Agent and is based principally on the historical costs of the scheme.

C

Capital Works Fund Note: previously known as Sinking Fund

A fund, under the control of the Owners Corporation, used to cover major renewal, repair or replacement works for the scheme including such things as window bar replacement, structural rectification, roofing replacement or repair, common property painting, stairwell carpet replacement, balcony problems, unexpected emergencies etc. Contributions are set by the Owners Corporation and are usually paid in quarterly instalments (see Levies).

Certificate of Title

A title deed issued by the NSW Land and Property Information to prove ownership of a lot. The Owner's Corporation is also issued with a title deed for the common property.

Common Property

Common property is areas such as driveways, external walls, roofs, stairwells, foyers, and gardens. Ownership is shared between Lot owners. Everything that is not defined as part of a lot is common property.

E

Extraordinary General Meeting (EGM)

A meeting held outside the time frame of the Annual General Meeting for the consideration of any matters that need to be addressed by all owners.

Exclusive Use

A special right granted to an owner to use a part of the common property (e.g., exclusive use of a car space located on common property).

Executive Committee (see Strata Committee)

H

Harmony

A term used to describe the level of owner contentment that exists within a scheme. Issues that impact on the level of harmony are parking, noise, animals and disputes between neighbours, owners, and the Strata Committee.

I

Initial Period

The period in which the original owner still owns strata lots in a Strata Scheme for which the sum of the unit entitlements of those lots comprises more than 2/3 of the aggregate unit entitlement of the scheme.

L

Levies

Contributions usually paid quarterly, by the owners to the Owners Corporation to cover regular expenditure and future major works expenses. The amount paid by each lot owner is regulated by the unit entitlement of their respective lot and allocated to both the Administrative and Capital Works (previously known as Sinking) Funds.

Lot

A strata scheme is a building or collection of buildings that has been divided into 'lots. Lots can be individual units/apartments, townhouses, or houses. When a person buys a lot, they own the individual lot and share the ownership of common property with other lot owners.

M

Minutes

A documented record of all proceedings for all meetings held by the Owners Corporation and Strata Committee.

Motion

A proposal put forward for consideration at meetings held by the Owners Corporation and the Strata Committee.

O

Ordinary Resolution

A resolution that requires a majority vote of eligible owners or representatives present at a general meeting. An ordinary resolution motion is resolved if the majority of the votes cast are in favour of the motion otherwise the motion is defeated. Ordinary Resolutions are proposed to deal with such things as determining levy contributions and administrative matters.

Original Owner

The owner of the entire strata titled complex when the Strata Scheme was originally registered. It is usually the developer or builder.

Owners Corporation

The legal entity consists of all the owners of the lots in a Strata Scheme and formed when a Strata Plan is registered.

P

Poll

A method of voting at meetings where each owner's vote has a value based on their lots unit entitlement.

Proxy

A person appointed, in writing, by an owner or mortgagee to attend a meeting and vote on the appointer's behalf.

Q

Quorum

A quorum for a general meeting is 25% of people entitled to vote or owners who hold 25% or more of unit entitlement. A quorum for an executive committee meeting is at least 50% of the executive committee members.

R

Resolution

A decision made at a meeting based on a motion raised and addressed at the meeting. There are three types of resolutions – Ordinary Resolutions, Special Resolutions and Unanimous Resolutions.

S

Sinking Fund (see Capital Works Fund)

Special Levy

A Special Levy is raised to pay for expenses not budgeted for in either the Administrative Fund or the Capital Works Fund (previously Sinking Fund). The amount and number of payments are specified at a general meeting of the Owners Corporation where the levy is approved.

Special Resolution

A Special Resolution requires a minimum of 75% of the owners in favour of a motion, based on unit entitlement, when presented at a general meeting of the owner's corporation. Special Resolutions are proposed to deal with such things as issues concerning common property or the amending of By-Laws.

Strata Committee (previously known as the Executive Committee)

Elected representatives of the owners. The election takes place at each Annual General Meeting. The three main positions are Chairman, Secretary and Treasurer.

Strata Scheme

A Strata Scheme is a building or collection of buildings that has been divided into lots.
Lots can be individual units/apartments, townhouses, or houses. When a person buys a lot, they own the individual lot and share the ownership of common property with other lot owners. Common property generally includes things like gardens, external walls, roofs, driveways, and stairwells.

Strata Roll

The register of the owners of all lots in the Strata Scheme including any utility lots. It also includes the names of other interested parties such as any mortgagees, covenant charges or lessees.

T

Total Unit Entitlement

The total of all the individual lot unit entitlements in the Strata Scheme.

Tribunal

The NSW Civil and Administrative Tribunal (NCAT) hears and determines disputes between tenants, landlords, traders, and consumers in a timely and effective manner.

U

Unanimous Resolution

A Unanimous Resolution requires 100% of the owners in favour of a motion when presented at a general meeting of the owner's corporation. Unanimous resolutions are proposed to deal with such things as alterations to the Strata Plan or dealing with some Insurance matters.

Unit Entitlement

Each lot in a strata plan is allocated a unit entitlement based upon its value relative to the other lots in the scheme. This entitlement regulates the proportion of the levies payable by the lot owners and the voting rights of the lot.

W

WHS – Work Health & Safety

An acronym for Work Health & Safety, which is a set of rules and regulations concerned with protecting the safety, health, and welfare of people engaged in work or employment. The goal of occupational safety and health programs is to foster a safe and healthy work environment.

Terms & Conditions

Intellectual Property

This report has been prepared by Advanced Strata Inspections for the client and or contracted to Advanced Strata Inspections on behalf of a third party. If you have not purchased this report through either party or entered into a commercial agreement with these parties you do not have the right to discuss this report or its contents. If you have received a copy of this report and you have not entered into an agreement then you have not agreed to our terms and conditions therefore you will not be covered by our indemnity insurance, this is a breach of our terms and conditions and a breach of our copyright and intellectual property.

Limitations and disclaimers relating to our inspection and reports

You should note that there are limitations and disclaimers in our inspections and reports. These limitations and disclaimers are clearly outlined below, throughout this report and in the Client Agreement that you agreed to prior to purchasing any report.

Disclaimer

a)During the subject inspection, no attempt was made to ascertain whether any Managing Agent has complied with the detailed accounting requirements of the Auctioneers and Agents legislation or whether the prescribed accounting and prescribed financial statement requirements are being complied with by the Owner's Corporation. As these requirements are particularly complex, an additional inspection by a specially trained inspector would be necessary before we can report.

b) The information contained in this report was extracted from the books and records of the Owner's Corporation and as far as was possible, from conversations with officers of the Owner's Corporation. Special procedures were followed to minimise the possibility of records not being made available for inspection. However, your attention is directed to the possibility that all the Owner's Corporation records may not have been made available for inspection or, alternatively, that the records may not have contained all the information of interest to a Purchaser or Mortgagee. Please note that some managing agents are in the practice of archiving records prior to the required period of five years & that these records may not have been made available for this inspection.

c)Most of the records at this managing agent's office have been scanned and are kept on their computer data base; each image is individually scanned and recorded in various categories rendering their inspection most cumbersome and difficult; we can therefore not be certain that we sighted each and every image

d)This report is issued to the named client and if that person is a solicitor or conveyancer, the client of that solicitor or conveyancer, Advanced Strata Inspections and their contractor will not accept any responsibility to any other person who relies upon this report to their detriment unless it has been agreed to in writing to accept such responsibility.

e)It is recommended and encouraged to seek legal assistance and advice on the details and contents of this report. We will not be able to provide you with advice or guidance.

Information regarding this report

This report summarises information gathered during an inspection of the records of the strata plan.

The information used is based on what is made available to the inspector on the date of inspection by the Strata Managing Agent. Strata Records are available via a computer storage system our inspectors will inspect those records as well as any photocopies provided by the Strata Managing Agent. We cannot guarantee that what was made available at the time of inspection forms part, or all of the records the Strata Management holds in their possession.

☒ This strata management office was not open to the public for access to the records. A formal inspection of the records was not conducted in person. We obtained this information and attachments by way of portal access or email attachments from the strata management company.

☐ This strata management office was open to the public for access to the records.
A formal inspection of the records was conducted in person. We obtained this information and attachments by way of access to soft and hard copy records on site.

☐ This strata plan forms part of a Community Association/BMC, which oversees the entire complex. The records of the association were not inspected. The association/shared facility/BMC may hold records pertaining to the subject strata plan.

Contact Us

If you would like further clarification regarding the information within this report or have any questions our inspector's details can be found below. Please do not hesitate to do so before any other action is taken.

Inspector contact details:

Email: Natashaz@advancedstrata.com.au
Phone: 0448 888 981
Website: www.advancedstrata.com.au
Contact us: https://advancedstrata.com.au/contact
Instagram: @advancedstratainspections

Clisdells Strata Management

Peter Clisdell Pty Ltd
Tel: (02) 9556 5222
Fax: (02) 9556 5223
623 Princes Highway
Rockdale NSW 2216
Locked Bag 30
Rockdale DC NSW 2216

Strata Roll

COMMON PROPERTY / GENERAL INFORMATION

The Owners--Strata Plan 100155 289-291 The Boulevarde, MIRANDA NSW 2228

Original owner MBC PRESIDENT PTY LTD
Unit 24/50 Cosgrove Road, STRATHFIELD SOUTH NSW 2136

Developer MBC Property

Builder Hofly Construction

Managing agent Peter Clisdell Pty Ltd
623 Princes Highway

Rockdale NSW 2216

Assigned manager Jessica Cracknell

Unit entitlements

Levy Entitlement

Lot no.	Associated lots	Unit no.	U/E	Lot no.	Associated lots	Unit no.	U/E
1		1	16.00	2		2	15.00
3		3	17.00	4		4	17.00
5		5	17.00	6		6	17.00
7			1.00				
				Total unit entitlement			100.00

Insurance

Policy No. LNG-STR-20016121 Longitude Insurance Pty Ltd

Type: Strata Broker: Honan Insurance Brokers
PO Box R1782, ROYAL EXCHANGE NSW 1225

Premium: $4,248.79 Paid on: 03/04/2023 Policy start date: 08/04/2023 Next due: 08/10/2023

Cover	Sum insured	Excess
Building	$4,130,300.00	$2,000.00
Common Property	$41,303.00	$0.00
Loss Of Rent	$619,545.00	$0.00
Lot Owners' Fixtures & Improvements	$300,000.00	$0.00
Catastrophe	Not included	$0.00
Paint	Included	$0.00
Floating Timber Flooring	Included	$0.00
Flood	Not included	$0.00
Public Liability	$50,000,000.00	$0.00
Office Bearers Liability	$1,000,000.00	$0.00
Fidelity Guarantee	$100,000.00	$0.00
Voluntary Workers	200,000/2,000	$0.00
Legal Expenses	$50,000.00	$1,000.00
Govt. Audit Cost	$30,000.00	$0.00
Health & Safety Breaches	$150,000.00	$0.00

Commission $0.00

Strata Committees

Member	Anastasia Hanna 1/289-291 The Boulevarde, MIRANDA NSW 2228
Member	Sanja Markovikj 2/289-291 The Boulevarde, MIRANDA NSW 2228
Member	Bruce McGrath 3/289-291 The Boulevarde, MIRANDA NSW 2228

INDIVIDUAL LOT

Lot 2 Associated lots: Unit no. 2

Unit entitlements

Levy Entitlement 15.00 / 100.00

Owners

Name	Address for service of notices
MBC Property Sydney Nominees Pty Ltd	Suite 1004/109 Pitt Street, SYDNEY NSW 2000
Email Address Steven@mbcproperty.com.au	
Date of entry 24/10/2019	**Date of purchase** 04/10/2019
Dragan Srbinoski & Sanja Markovikj	2/289-291 The Boulevarde, MIRANDA NSW 2228
Email Address sanjamarkovik@yahoo.com	
Date of entry 11/10/2021	**Date of purchase** 24/09/2021

Mortgages

None

Leases

None

Clisdells Strata Management

Peter Clisdell Pty Ltd
Tel: (02) 9556 5222
Fax: (02) 9556 5223
623 Princes Highway
Rockdale NSW 2216
Locked Bag 30
Rockdale DC NSW 2216

Owner Ledger

Start Date: 01/09/2021
End Date: 30/09/2025
Owners: One only

The Owners--Strata Plan 100155 289-291 The Boulevarde, MIRANDA NSW 2228

Lot 2 Unit 2 Dragan Srbinoski & Sanja Markovikj UE / AE: 15.00 / 100.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund Due	Admin Fund Paid	Capital Works Fund Due	Capital Works Fund Paid	Interest paid	Discount	Levy type	Status	Group
			Balance brought forward	0.00		0.00						
1	14/11/2021	Quarterly	Quarterly Admin/Capital Works Levy - Nov, Dec & Jan	705.00	705.00	56.25	56.25	0.00	0.00%	Standard	Normal	None
2	01/02/2022	Quarterly	Quarterly Admin/Capital Works Levy - Feb, Mar & Apr	705.00	705.00	56.25	56.25	0.00	0.00%	Standard	Normal	None
3	01/05/2022	Quarterly	Quarterly Admin/Capital Works Levy - May, Jun & Jul	705.00	705.00	56.25	56.25	0.00	0.00%	Standard	Normal	None
4	31/05/2022	Once-off	Partridge Defect Report	1,389.30	1,389.30	0.00	0.00	0.00	0.00%	Special	Normal	None
5	01/08/2022	Quarterly	Quarterly Admin/Capital Works Levy - Aug, Sep & Oct	705.00	705.00	56.25	56.25	0.00	0.00%	Standard	Normal	None
6	01/11/2022	Quarterly	November, December, January	1,223.00	1,223.00	56.25	56.25	0.00	0.00%	Standard	Normal	None
7	01/02/2023	Quarterly	February, March, April	1,223.00	1,223.00	56.25	56.25	0.00	0.00%	Standard	Normal	None
8	15/03/2023	Once-off	Lot 2: Debt recovery Stage 1	38.00	38.00	0.00	0.00	0.00		Owner Invoice	Normal	None
9	01/05/2023	Quarterly	May, June, July	1,223.00	1,223.00	56.25	56.25	0.00	0.00%	Standard	Normal	None
10	01/08/2023	Quarterly	August, September, October	1,223.00	1,223.00	56.25	56.25	0.00	0.00%	Standard	Normal	None
11	10/08/2023	Once-off	NCAT Order Defects Inspection - Special Levy	0.00	0.00	3,540.00	3,540.00	0.00	0.00%	Special	Normal	None

Current position: Unallocated prepayments $0.00 Levy arrears & owner invoices due $0.00 Interest on levy arrears $0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund Paid	Admin Fund Interest	Capital Works Fund Paid	Capital Works Fund Interest	Unallocated Paid	Total amount	Cheque no.	Levy no.

Lot 2 Unit 2 Dragan Srbinoski & Sanja Markovikj UE / AE: 15.00 / 100.00

24/09/2021	60	Receipt	Banked	2,017.32	49.37	356.00	8.71	0.00	2,431.40	
29/11/2021	65	Receipt	Banked	706.43	0.00	56.50	0.00	0.00	762.93	1
31/12/2021	67	Receipt	Banked	705.00	0.00	56.25	0.00	0.00	761.25	2
11/05/2022	78	Receipt	Banked	2,094.30	0.00	56.25	0.00	0.00	2,150.55	3, 4
28/09/2022	89	Receipt	Banked	705.00	0.00	56.25	0.00	0.00	761.25	5
20/03/2023	100	Receipt	Banked	2,484.00	0.00	112.50	0.00	0.00	2,596.50	6, 7, 8
06/07/2023	107	Receipt	Banked	1,680.29	0.00	77.28	0.00	0.00	1,757.57	9, 10
19/07/2023	108	Receipt	Banked	765.71	0.00	3,575.22	0.00	0.00	4,340.93	10, 11

Clisdells Strata Management

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Rockdale NSW 2216
Locked Bag 30
Rockdale DC NSW 2216

INTERIM REPORTS

for the financial year to 30/09/2023

Strata Plan 100155

289-291 The Boulevarde, MIRANDA NSW 2228

Manager: Jessica Cracknell

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Balance Sheet

As at 01/09/2023

The Owners--Strata Plan 100155 — 289-291 The Boulevarde, MIRANDA NSW 2228

	Current period	Previous month
Owners' funds		
Administrative Fund		
Owners Equity--Admin	2,981.43	2,981.43
Operating Surplus/Deficit--Admin	(155.19)	3,826.10
	2,826.24	6,807.53
Capital Works Fund		
Owners Equity--Capital Works	6,736.71	6,736.71
Operating Surplus/Deficit--Capital Works	0.00	(3,897.86)
	6,736.71	2,838.85
Net owners' funds	$9,562.95	$9,646.38
Represented by:		
Assets		
Administrative Fund		
Receivable--Levies--Admin	467.20	467.20
Receivable--Levies (Special)--Admin	92.65	92.65
Cash at Bank--Admin	5,941.49	6,096.68
Receivable--Owners--Admin	151.00	151.00
	6,652.34	6,807.53
Capital Works Fund		
Receivable--Levies--Capital Works	26.25	26.25
Receivable--Levies (Special)--Capital Works	236.00	236.00
Cash at Bank--Capital Works	2,576.60	2,576.60
	2,838.85	2,838.85
Unallocated Money		
	0.00	0.00
Total assets	9,491.19	9,646.38
Less liabilities		
Administrative Fund		
	0.00	0.00
Capital Works Fund		
	0.00	0.00
Unallocated Money		
	0.00	0.00
Total liabilities	0.00	0.00
Net assets	$9,491.19	$9,646.38

* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.

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Income & Expenditure Statement for the financial year-to-date 01/09/2023 to 01/09/2023

The Owners--Strata Plan 100155 — 289-291 The Boulevarde, MIRANDA NSW 2228

Administrative Fund

	Current period 01/09/2023-01/09/2023	Previous year 01/09/2022-31/08/2023
Revenue		
Levies Due--Admin	0.00	32,614.00
Total revenue	0.00	32,614.00
Less expenses		
Admin--Accounting-Tax Fees-Audit fees	0.00	198.00
Admin--Legal & Debt Collection Fees	0.00	448.39
Admin--Strata Hub	0.00	21.00
Admin-Electronic Medium	0.00	163.86
Insurance--Premiums	0.00	4,248.79
Maint Bldg - Fire Protection Services Contract	0.00	2,483.40
Maint Bldg - Special Project 2	0.00	11,044.00
Maint Bldg--Doors-Windows-Locks	0.00	2,981.00
Maint Bldg--Electrical	0.00	275.00
Maint Bldg--Fire Protection - General Repairs	0.00	336.00
Management Fees--Standard	0.00	2,362.80
Other Expenses--Admin	0.00	295.24
Quarterly Report Fees	0.00	259.86
Schedule B Fees	0.00	874.50
Utility--Electricity	155.19	2,796.06
Total expenses	155.19	28,787.90
Surplus/Deficit	(155.19)	3,826.10
Opening balance	6,807.53	2,981.43
Closing balance	$6,652.34	$6,807.53

Capital Works Fund

	Current period 01/09/2023-01/09/2023	Previous year 01/09/2022-31/08/2023
Revenue		
Levies Due (Special)--Capital Works	0.00	23,600.00
Levies Due--Capital Works	0.00	1,500.00
Total revenue	0.00	25,100.00
Less expenses		
Maint Bldg--Special Projects	0.00	28,997.86
Total expenses	0.00	28,997.86
Surplus/Deficit	0.00	(3,897.86)
Opening balance	2,838.85	6,736.71
Closing balance	$2,838.85	$2,838.85

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Levy Positions - Complete
for the financial year to 01/09/2023

The Owners--Strata Plan 100155 — 289-291 The Boulevarde, MIRANDA NSW 2228

Administrative Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
1	1	31/10/2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	2	31/10/2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	3	31/10/2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	4	31/10/2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	5	31/10/2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	6	31/10/2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7		31/01/2022	0.00	(467.20)	467.20	0.00	0.00	(92.65)	92.65	0.00	41.97	0.00	0.00
			0.00	(467.20)	467.20	0.00	0.00	(92.65)	92.65	0.00	41.97	0.00	0.00
		Due Excl. GST	0.00				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	1	10/08/2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	2	10/08/2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	3	10/08/2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	4	10/08/2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	5	10/08/2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	6	10/08/2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7		31/01/2022	0.00	(26.25)	26.25	0.00	0.00	(236.00)	236.00	0.00	2.03	0.00	0.00
			0.00	(26.25)	26.25	0.00	0.00	(236.00)	236.00	0.00	2.03	0.00	0.00

Due Excl. GST	0.00	0.00

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Detailed Expenses
for the financial year
from 01/09/2023 to 01/09/2023

The Owners--Strata Plan 100155 — 289-291 The Boulevarde, MIRANDA NSW 2228

Date	Details	Payee	Amount	Status	Type	Ref.No.	Payment No.
Administrative Fund							
Utility--Electricity 04							
01/09/2023	Reimburse Energy a/cs (AGL) electricity a/c	Bruce McGrath	155.19	Paid	DE	29/8/23	000128
			$155.19				
		Total expenses	$155.19				

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

Income & Expenditure Statement for the financial year to 31/08/2022

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The Owners--Strata Plan 100155 — 289-291 The Boulevarde, MIRANDA NSW 2228

Administrative Fund

	Current period 01/09/2021-31/08/2022
Revenue	
Interest on Arrears--Admin	49.37
Levies Due (Special)--Admin	9,262.10
Levies Due--Admin	18,800.00
Status Certificate Fees (S.109 & S.26)	359.70
Strata Roll Inspection Fees	34.10
Total revenue	28,505.27
Less expenses	
Admin--Accounting-Tax Fees-Audit fees	187.00
Admin--Legal & Debt Collection Fees	27.50
Admin--Status Certificate Fees	359.70
Admin--Strata Roll Inspection Fees	34.10
Admin-Electronic Medium	154.44
Contractor Compliance	78.10
Insurance Valuations	363.00
Insurance--Premiums	7,371.12
Maint Bldg - Fire Protection Services Contract	3,013.95
Maint Bldg--Electrical	594.00
Maint Bldg--Fire Protection - General Repairs	160.00
Maint Bldg--General Repairs Building	295.00
Maint Bldg--Plumbing & Drainage	1,496.00
Maint Grounds--Lawns & Gardening Contract	2,551.18
Management Fees--Standard	2,227.30
Other Expenses--Admin	278.32
Quarterly Report Fees	244.98
Schedule B Fees	1,233.50
Sundry Expenses	7.27
Utility--Electricity	2,949.81
Total expenses	23,626.27
Surplus/Deficit	4,879.00
Opening balance	(1,897.57)
Closing balance	$2,981.43

Capital Works Fund

	Current period 01/09/2021-31/08/2022
Revenue	
Interest on Arrears--Capital Works	8.71
Levies Due--Capital Works	1,500.00
Total revenue	1,508.71
Less expenses	
Maint Bldg--General Replacement	2,772.00
Total expenses	2,772.00
Surplus/Deficit	(1,263.29)
Opening balance	8,000.00
Closing balance	$6,736.71

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Income & Expenditure Statement for the financial year to 31/08/2021

The Owners--Strata Plan 100155 — 289-291 The Boulevarde, MIRANDA NSW 2228

Administrative Fund

	Current period 01/09/2020-31/08/2021	Annual budget 01/09/2020-31/08/2021	Previous year 01/09/2019-31/08/2020
Revenue			
Levies Due (Special)--Admin	2,500.00	0.00	0.00
Levies Due--Admin	17,000.00	17,000.00	6,135.40
Status Certificate Fees (S.109 & S.26)	479.60	0.00	239.80
Strata Roll Inspection Fees	102.30	0.00	0.00
Total revenue	20,081.90	17,000.00	6,375.20
Less expenses			
Admin--Accounting-Tax Fees-Audit fees	187.00	187.00	140.00
Admin--Bank Charges--Account Fees	0.00	0.00	(2.50)
Admin--Legal & Debt Collection Fees	190.40	0.00	0.00
Admin--Status Certificate Fees	479.60	0.00	239.80
Admin--Storage Fees	0.00	55.00	44.44
Admin--Strata Roll Inspection Fees	102.30	0.00	0.00
Admin-Electronic Medium	146.78	146.00	116.66
Contractor Compliance	77.00	76.00	75.90
Insurance--Premiums	6,454.45	4,644.00	0.00
Maint Bldg - Fire Protection Services Contract	1,988.27	1,040.00	519.76
Maint Bldg -- After Hours Service Fee	0.00	0.00	176.00
Maint Bldg--Fire Protection - General Repairs	1,613.27	500.00	0.00
Maint Bldg--Garage & Roller Doors General Repairs	170.00	0.00	0.00
Maint Bldg--General Repairs Building	0.00	500.00	0.00
Maint Grounds--Lawns & Gardening Contract	5,600.00	5,500.00	960.00
Management Fees--Standard	2,117.38	2,120.00	1,683.26
Other Expenses--Admin	264.62	265.00	210.38
Quarterly Report Fees	232.92	235.00	185.14
Schedule B Fees	218.76	550.00	1,033.00
Sundry Expenses	7.45	0.00	0.00
Utility--Electricity	2,637.54	1,000.00	485.09
Utility--Water & Sewerage	0.00	500.00	0.00
Total expenses	22,487.74	17,318.00	5,866.93
Surplus/Deficit	(2,405.84)	(318.00)	508.27
Opening balance	508.27	508.27	0.00
Closing balance	-$1,897.57	$190.27	$508.27

Capital Works Fund

	Current period 01/09/2020-31/08/2021	Annual budget 01/09/2020-31/08/2021	Previous year 01/09/2019-31/08/2020
Revenue			
Levies Due--Capital Works	3,000.00	3,000.00	5,000.00
Total revenue	3,000.00	3,000.00	5,000.00
Less expenses			
Total expenses	0.00	0.00	0.00
Surplus/Deficit	3,000.00	3,000.00	5,000.00
Opening balance	5,000.00	5,000.00	0.00
Closing balance	$8,000.00	$8,000.00	$5,000.00

Issue date: 12 May 2023

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance 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 100155	
INTERESTED PARTY(S):	**Name**	**Classification**
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	289-291 THE BOULEVARDE, MIRANDA, NSW 2228	
SECTION 1:	**Property - Physical Loss, Destruction or Damage** Buildings - $4,130,300.00 Common Contents - $41,303.00	
SECTION 2:	**Voluntary Workers Personal Accident** Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	**Office Bearers' Liability** Limit of Indemnity - $1,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	**Fidelity Guarantee** Limit - $100,000.00 in the aggregate Period of Insurance	
SECTION 6:	**Public Liability** Limit of Indemnity - $50,000,000.00 each and every Occurrence	
SECTION 7:	**Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses** **(a) Taxation and Audit Costs** Limit of Indemnity - $30,000 in the aggregate Period of Insurance **(b) Workplace Health and Safety Breaches** Limit of Indemnity - $150,000 in the aggregate Period of Insurance **(c) Legal Defence Expenses** Limit of Indemnity - $50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20016121	
PERIOD OF INSURANCE:	8 April 2023 expiring on 08 October 2023 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

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 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 wording, schedule and any other associated policy document.

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 Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).

MINUTES OF EXTRAORDINARY GENERAL MEETING
STRATA SCHEMES MANAGEMENT ACT 2015

An Extraordinary General Meeting of the Owners of Strata Plan - 100155
289-291 The Boulevarde, MIRANDA NSW 2228, was held as per details below:

Date: **Monday, 10 July 2023**
Time: **05:04 PM**
Venue: **Zoom Video Conference**

Present :

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Hanna, Bishoi & Anastasia
2	2	Yes	Dragan Srbinoski & Sanja Markovikj
3	3	Yes	Helen, McGrath
4	4	Yes	Mills, Vanessa-Elise
5	5	Yes	Marta Gajewska-Cichocka, Konrad Tomasz Cichocki &
6	6	Yes	Benjamin David Thompson and Eloise Beth Thompson

In attendance: Jessica Cracknell (Clisdells Strata)
Chairperson: Jessica Cracknell chaired the meeting with the agreement of those present

A quorum was declared and the meeting was opened.

Minutes of the meeting:

1 Confirmation of Previous Minutes

Resolved that the minutes of the last general meeting be confirmed as a true and accurate record of the proceedings of that meeting.

Motion Carried (6 votes in favour/ 0 votes against).

---

2 NCAT Order Defects Inspection // Quotations

Resolved that the Owners Corporation approve Sydney Remedial Group, for the NCAT Order Defects Inspection - to quote on full repairs and an amount of $28,600.00.

Motion Carried (6 votes in favour/ 0 votes against).

---

3 Special Levy

Resolved that pursuant to s 81(4) of the Strata Schemes Management Act 2015 the Owners Corporation is faced with expenses referred to in the Schedule which it cannot at once meet from its administrative/capital works fund, it determined that:

1. a contribution in the amount of money referred to in the Schedule be raised as an additional levy to meet those expenses;
2. the proportion of the said contribution payable by the owners of each lot shall be in accordance with the unit entitlement of each lot;
3. the contribution in respect of each lot is payable by the instalments being due and payable on or before the dates referred to in the Schedule by being paid to the Owners Corporation care of the strata managing agent before or at those times; and
4. that pursuant to s83 of the Strata Schemes Management Act 2015, the strata managing agent serve one written notice of such contributions due in respect of each lot specifying:
   - **(a)** the amount of each instalment; and
   - **(b)** the date of payment of each instalment.

SCHEDULE:

(a) Expenses for which the contribution is raised: **To fund the Defects Quotation Inspection**

(b) Total contribution to be raised: **$23,600.00** (inclusive of GST)

(c) Date by when the contribution is payable:

(i) Amount: **$23,600.00** (inclusive of GST)
Due date: **10/08/2023**

Motion Carried (6 votes in favour/ 0 votes against).

General discussion:

a) **The strata manager to obtain 2 x quotations from Anastasia (Lot 1) for gutter cleaning.**
b) **The Owners Corporation unanimously approved Ben & Eloise (Lot 6) to install a strip drain to the common property & their Lot's drain to assist with rain-flow in the heavy rain weather.**

There being no further business the meeting closed at 05:59 PM

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Approved Levy Posting for

The Owners--Strata Plan 100155

ABN 18474206948

First instalment due date: 10/08/2023
Instalment frequency: Once-off
Number of instalments: 1
Description: NCAT Order Defects Inspection - Special Levy
Discount: Nil
Group:
Entitlement set: Levy Entitlement
Levy determination date: 10/07/2023

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
1	1	16.00	0.00	3,776.00	3,776.00
2	2	15.00	0.00	3,540.00	3,540.00
3	3	17.00	0.00	4,012.00	4,012.00
4	4	17.00	0.00	4,012.00	4,012.00
5	5	17.00	0.00	4,012.00	4,012.00
6	6	17.00	0.00	4,012.00	4,012.00
7		1.00	0.00	236.00	236.00
Totals		100.00	$0.00	$23,600.00	$23,600.00
GST included in amounts to be raised			$0.00	$0.00	$0.00
Amount to be raised per unit of entitlement			$0.00	$236.00	$236.00

MINUTES OF ANNUAL GENERAL MEETING
STRATA SCHEMES MANAGEMENT ACT 2015

Strata Plan - 100155 289-291 The Boulevarde, MIRANDA NSW 2228

An Annual General Meeting of the Owners of Strata Plan - 100155
was held on 17/10/2022 at Zoom Video Conference.
The meeting commenced at 05:04 PM.

Present :

Lot #	Unit #	Attendance	Owner Name Representative
6	6	Yes	Benjamin David Thompson and Eloise Beth Thompson
2	2	Yes	Dragan Srbinoski & Sanja Markovikj
1	1	Yes	Hanna, Bishoi & Anastasia
3	3	Yes	Helen, McGrath
5	5	Yes	Marta Gajewska-Cichocka, Konrad Tomasz Cichocki &
4	4	Yes	Mills, Vanessa-Elise

In attendance: Jessica Cracknell (Clisdells Strata) & Megan De Grandis (Clisdells Strata, Licensee-in-Charge)
Chairperson: Jessica Cracknell chaired the meeting with the agreement of those present

A quorum was declared and the meeting was opened.

Minutes of the meeting:

1 Confirmation of Previous Minutes
Resolved that the minutes of the last general meeting be confirmed as a true and accurate record of the proceedings of that meeting.

2 Financial Statements
Resolved that the last financial statements be adopted.

3 Auditor
Resolved that an auditor NOT be appointed to audit the accounts and financial statements of the Owners Corporation.

4 Levy Contributions

Resolved that:

(a) in accordance with Section 79(1) and 79 (2) of the *Strata Schemes Management Act 2015* the Owners Corporation estimates that in respect of the budgetary period it will need to credit to its administrative and capital works funds for actual and expected expenditure referred to in those subsections the amounts set out in the **budget as amended at meeting** at which this resolution was passed; and

(b) in accordance with Section 81 of the Act, the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:

Administrative Fund, the sum of: $32,613.40 Including GST
Capital works Fund, the sum of: $1,500.00 Including GST
***note - amendment to budget for anticipated Partridge Defects Inspection/Rectifications**

(c) those amounts are to be paid by regular equal Quarterly instalments on the 1/11/2022, 1/02/2023, 1/05/2023, 1/08/2023; and not being less than 30 days after the levy notice is given.

(d) the Treasurer is authorised to levy those contributions by written notice on each person liable to pay them.

5 Capital Works Fund Plan

Resolved that the Owners Corporation continues with the current Capital Works Fund Plan.

6 Recovery of overdue levies

Resolved that the Owners Corporation authorises the managing agent and/or the Strata Committee to take all necessary steps on its behalf to recover, from any person liable to pay a contribution:

(a) any contribution that is not paid at the end of one month after it becomes due and payable,
(b) any interest payable on the contribution, and
(c) the reasonable expenses of the Owners Corporation incurred in recovering those amounts, including (without limitation) engaging and giving instructions to a debt collector or lawyer and:
    (i) issuing letters of demand,
    (ii) initiating and maintaining legal action,
    (iii) entering judgment in the legal action, and
    (iv) enforcing any judgment including through:
        (A) the issue of a writ for the levy of property,
        (B) a garnishee order, or
        (C) initiating and maintaining bankruptcy or winding up proceedings.

7 Payment Plans

Resolved that the Owners Corporation will enter into payment plan to permit payment of overdue contributions over a period of up to 12 months in accordance with section 85(5) of the Act.

8 Mandatory Insurance

Resolved that the insurances as listed in the agenda of the meeting be confirmed and further that the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to include further insurances.

9 Insurance Quotations

Resolved that three quotations for all items of insurance required under the Strata Schemes Management Act 2015 be sought and obtained and the function of accepting and executing an appropriate quotation be delegated to the strata managing agent on instruction of the Owners Corporation or Strata Committee.

10 Insurance Valuation

Resolved that the Managing Agent NOT to obtain a full insurance valuation for the purposes of section 161 of the Strata Schemes Management Act 2015.

11 Commissions and Training Services

Resolved that the attached report by the Managing Agent as to whether, and what, commissions or training services have been provided or paid to the managing agent in the last 12 months and are likely to be provided to or paid to the managing agent for the following 12 months be adopted.

12 Strata Committee

Resolved that:

(a) the following nominations for members of the Strata Committee were received:

Nominee	Nominees Lot	Nominated by Lot	Method of Nomination	Method of Acceptance
Anastasia Hanna	1	Self	Verbal	n/a
Sanja Markovikj	2	Self	Verbal	n/a
Bruce McGrath	3	Self	Verbal	n/a
Vanessa Mills	4	Self	Verbal	n/a

(b) the number of members of the Strata Committee be determined at 4; and

(c) the Strata Committee was elected as follows:

Names of Strata Committee members:

Anastasia Hanna, Sanja Markovikj, Bruce McGrath & Vanessa Mills

13 Restricted matters

Resolved that in accordance with clause 6(a) and 9(i) of Schedule 1 of the Strata Schemes Management Act 2015 the Owners Corporation decides that there be NO additional type of matters which must be determined at a general meeting.

14 Strata Hub

Resolved that the Owners - Strata Plan No 100155 delegates to the strata manager the function of uploading all information/documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading "strata hub".

There being no further business the meeting closed at 06:15 PM

MINUTES OF STRATA COMMITTEE MEETING
STRATA SCHEMES MANAGEMENT ACT 2015

Strata Plan - 100155 289-291 The Boulevarde, MIRANDA NSW 2228

A Strata Committee Meeting of the Owners of Strata Plan - 100155
was held on 17/10/2022 immediately following the Annual General Meeting.

Present :

Lot #	Unit #	Attendance	Owner Name Representative
6	6	Yes	Benjamin David Thompson and Eloise Beth Thompson
2	2	Yes	Dragan Srbinoski & Sanja Markovikj
1	1	Yes	Hanna, Bishoi & Anastasia
3	3	Yes	Helen, McGrath
5	5	Yes	Marta Gajewska-Cichocka, Konrad Tomasz Cichocki &
4	4	Yes	Mills, Vanessa-Elise

In attendance: Jessica Cracknell (Clisdells Strata)
Chairperson: Jessica Cracknell chaired the meeting with the agreement of those present

A quorum was declared and the meeting was opened.

Minutes of the meeting:

1 Confirmation of Previous Minutes
Resolved that the minutes of the last strata committee meeting be confirmed as a true and accurate record of the proceedings of that meeting.

2 Disclosure of pecuniary interest
Resolved that the Strata Committee received NO disclosures under clause 18 of Schedule 2 of the Strata Schemes Management Act 2015 regarding pecuniary interests.

3 Election of office bearers
Resolved that all members of the Strata Committee to have equal standing.

4 Contacts
Resolved that all members of the Strata Committee to liaise with the strata managing agent.

5 Strata Hub
Resolved that the Strata Committee delegates to the strata manager the function of uploading all information/documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading "strata hub".

6 ABN/GST

Resolved that the Strata Committee confirm current ABN and non-registration of GST.

7 General discussion

The following items of general discussion were determined:

(a) Ongoing, the strata manager is to contact all Owners if an issue arises in one Lot, for other Owners to check theirs also.

(b) The strata manager to contact Energy Australia for the bills to show the recent rates, and to advise the contract the Owners Corporation are under at present.

(c) The strata manager to advise Lot 7 that the Owners Corporation do not approve the NMI number switch for the solar panel rebate.

(d) The strata manager to obtain a fee proposal for legal advice, in relation to the Lot 7 solar panels situation.

(e) The strata manager to engage a contractor to quote on the stormwater drains outsite Lot 6.

(f) The strata manager to approve Partridge's additional inspection of Lot 7 (the roof) to complete the defects report. The strata manager to request the inspection occurs as soon as possible.

8 Next Meeting

That a date and time for the next Strata Committee Meeting be around the same time as this year.

Explanatory Note: A date and time for the next SCM should be determined which is subject to change.

There being no further business the meeting closed at 06:15 PM

MINUTES OF EXTRAORDINARY GENERAL MEETING
STRATA SCHEMES MANAGEMENT ACT 2015

An Extraordinary General Meeting of the Owners of Strata Plan - 100155
289-291 The Boulevarde, MIRANDA NSW 2228, was held as per details below:

Date: **26/04/2022**
Time: **10:00 AM**
Venue: **By Pre-Meeting Electronic Vote ONLY**

Voting papers received from lots:

Lot #	Unit #	Attendance	Owner Name Representative
3	3	Yes	Helen, McGrath
4	4	Yes	Mills, Vanessa-Elise
6	6	Yes	Nicholas Edward Middleton & Joanne Kathryn Cleland

The secretary declared voting papers received by the following lots as informal votes:

A quorum was declared and the meeting was opened at 10:00 AM in accordance with Clause 17 of the Strata Schemes Management Regulation 2016, the secretary declared the following result of the ballot votes:

1 **Confirmation of Previous Minutes**

Resolved that the minutes of the last general meeting be confirmed as a true and accurate record of the proceedings of that meeting.

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2 **Motion for Works - Lot 3**

Resolved on the condition that the next motion is carried, the owners corporation SPECIALLY RESOLVES pursuant to section 108 of the Strata Schemes Management Act 2015 THAT the owner of lot 3 be authorised to add to and alter the common property by carrying out the works described in Special By-Law - Awning Lot 3, the terms of which by-law are set out or referred to in the next motion, on the conditions of that by-law, including the condition that the owner is responsible for the ongoing maintenance, repair, renewal and replacement of the works and the common property occupied by the works.

In Favour 51 UE (100%)
Against 0 UE (0%)

Motion Carried

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3 Motion for By-Law for Works - Lot 3

Resolved on the condition that the previous motion is carried, the owners corporation SPECIALLY RESOLVES pursuant to sections 141 and 143 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law - Awning Lot 3, on the terms set out in the attached annexure, and that notification of the by-law be lodged for registration at NSW Land Registry Services.

In Favour	51 UE (100%)
Against	0 UE (0%)

Motion Carried

4 Defect Report - Partridge Consultants

Resolved that the owners corporation accept the fee proposal from Partridge dated 19 October 2021 for Item 2 (Part 1 & 2) totalling $8,420 + GST for inspection and report of all common property and all individual units.

5 Special Levy

Resolved that pursuant to s 81(4) of the Strata Schemes Management Act 2015 the Owners Corporation is faced with expenses referred to in the Schedule which it cannot at once meet from its administrative/capital works fund, it determined that:

1. a contribution in the amount of money referred to in the Schedule be raised as an additional levy to meet those expenses;
2. the proportion of the said contribution payable by the owners of each lot shall be in accordance with the unit entitlement of each lot;
3. the contribution in respect of each lot is payable by the instalments being due and payable on or before the dates referred to in the Schedule by being paid to the Owners Corporation care of the strata managing agent before or at those times; and
4. that pursuant to s83 of the Strata Schemes Management Act 2015, the strata managing agent serve one written notice of such contributions due in respect of each lot specifying:
    (a) the amount of each instalment; and
    (b) the date of payment of each instalment.

SCHEDULE:

(a)	Expenses for which the contribution is raised:	Partridge Defect Report
(b)	Total contribution to be raised:	$9,262.00 (inclusive of GST)
(c)	Date by when the contribution is payable:	31 May 2022

There being no further business the meeting closed at 10:45 AM

MINUTES OF ANNUAL GENERAL MEETING
STRATA SCHEMES MANAGEMENT ACT 2015

Strata Plan - 100155 289-291 The Boulevarde, MIRANDA NSW 2228

An Annual General Meeting of the Owners of Strata Plan - 100155
was held on 18/10/2021 via Zoom Video Conference.
The meeting commenced at 05:00 PM.

Present :

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Anastasia Hanna
2	2	Yes	Sanja Markovikj
4	4	Yes	Vanessa-Elise Mills
6	6	Yes	Nicholas Middleton

In attendance: Mitchell Mattingley (Clisdells Strata)
Chairperson: Mitchell Mattingley chaired the meeting with the agreement of those present

A quorum was declared and the meeting was opened.

Minutes of the meeting:

1 Confirmation of Previous Minutes

Resolved that the minutes of the last general meeting be confirmed as a true and accurate record of the proceedings of that meeting.

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2 Financial Statements

That the last financial statements be adopted.

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3 Auditor

Resolved that an auditor NOT be appointed to audit the accounts and financial statements of the Owners Corporation.

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4 Levy Contributions

Resolved that:

(a) in accordance with Section 79(1) and 79 (2) of the *Strata Schemes Management Act 2015* the Owners Corporation estimates that in respect of the budgetary period it will need to credit to its administrative and capital works funds for actual and expected expenditure referred to in those subsections the amounts set out in the **budget as ameded at meeting** at which this resolution was passed; and

(b) in accordance with Section 81 of the Act, the Owners Corporation determines that the following amounts are to be levied to raise the estimated contributions:

Administrative Fund, the sum of: $18,800.00 Including GST
Capital works Fund, the sum of: $1,500.00 Including GST

(c) those amounts are to be paid by regular equal Quarterly instalments on the 14/11/2021, 1/02/2022, 1/05/2022, 1/08/2022; and not being less than 30 days after the levy notice is given.

(d) the Treasurer is authorised to levy those contributions by written notice on each person liable to pay them.

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5 Capital Works Fund Plan

Resolved that:

(a) the owners corporation prepare a plan of anticipated major expenditure to be met from the capital works fund for a 10 year period (if required) ("capital works Fund Plan"); and

(b) the strata committee are to arrange a capital works fund plan to be prepared.

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6 Recovery of overdue levies

Resolved that the Owners Corporation authorises the managing agent and/or the Strata Committee to take all necessary steps on its behalf to recover, from any person liable to pay a contribution:

(a) any contribution that is not paid at the end of one month after it becomes due and payable,
(b) any interest payable on the contribution, and
(c) the reasonable expenses of the Owners Corporation incurred in recovering those amounts, including (without limitation) engaging and giving instructions to a debt collector or lawyer and:
    (i) issuing letters of demand,
    (ii) initiating and maintaining legal action,
    (iii) entering judgment in the legal action, and
    (iv) enforcing any judgment including through:
        (A) the issue of a writ for the levy of property,
        (B) a garnishee order, or
        (C) initiating and maintaining bankruptcy or winding up proceedings.

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7 Payment Plans

Resolved that the Owners Corporation will enter into payment plans for payment of overdue contributions over a period of up to 12 months in accordance with section 85(5) of the Act upon written application and subject to the approval of the Stata Committee.

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8 Mandatory Insurance

Resolved that the insurances as listed in the agenda of the meeting be confirmed and further that the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to include further insurances.

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9 Insurance Quotations

Resolved that three quotations for all items of insurance required under the Strata Schemes Management Act 2015 be sought and obtained and the function of accepting and executing an appropriate quotation be delegated to the strata managing agent on instruction of the Owners Corporation or Strata Committee.

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10 Insurance Valuation

Resolved that the Managing Agent obtain a full insurance valuation for the purposes of section 161 of the Strata Schemes Management Act 2015.

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11 Commissions and Training Services

Resolved that the attached report by the Managing Agent as to whether, and what, commissions or training services have been provided or paid to the managing agent in the last 12 months and are likely to be provided to or paid to the managing agent for the following 12 months be adopted.

12 Strata Committee

Resolved that:

(a) the following nominations for members of the Strata Committee were received:

Nominee	Nominees Lot	Nominated by Lot	Method of Nomination	Method of Acceptance
Anastasia Hanna	Lot 1	Self	Verbal	Verbal
Sanja Markovikj	Lot 2	Self	Verbal	Verbal
Vanessa-Elise Mills	Lot 4	Self	Verbal	Verbal
Nicholas Middleton	Lot 6	Self	Verbal	Verbal

(b) the number of members of the Strata Committee be determined at 4; and

(c) the Strata Committee was elected as follows:

Anastasia Hanna, Sanja Markovikj, Vanessa-Elise Mills & Nicholas Middleton

13 Restricted matters

Resolved that in accordance with clause 6(a) and 9(i) of Schedule 1 of the Strata Schemes Management Act 2015 the Owners Corporation decides that there be NO additional type of matters which must be determined at a general meeting.

14 Annual Fire Safety Statement

Resolved that:

(a) the last annual fire safety statement under the Environmental Planning and Assessment Act 1979 be adopted; and

(b) the Managing Agent make arrangements for obtaining the next annual fire safety statement.

15 Motion to appoint Peter Clisdell Pty Ltd

Resolved that pursuant to section 49 of the Strata Schemes Management Act 2015, the Owners Corporation:

(a) appoint Peter Clisdell Pty Ltd (agent) as the strata managing agent of the strata scheme;

(b) delegate to the agent all of the functions of:

(i) the Owners Corporation (other than those listed in section 52(2) of the Act); and

(ii) its chairperson, treasurer, secretary and Strata Committee; necessary to enable the agent to carry out the services defined in the strata management agency agreement (agreement), a copy of which is attached to the notice of this meeting;

(c) record that the delegation to the agent is to be subject to the conditions and limitations in the agreement;

(d) execute the agreement to give effect to this appointment and delegation; and

(e) give authority for the common seal of the Owners Corporation to be affixed to the agreement in the presence of two members of the Strata Committee.

16 Construction Defects

Resolved that:

- The Strata Managing Agent to follow up the developer for the provision of a defects report based on the inspections recently completed.
- The Strata Managing Agent to arrange quotations for an independent defect report to be completed for the strata committees consideration.

17 Next Meeting

Resolved that next Annual General Meeting will be held in October 2022.

There being no further business the meeting closed at 06:05 PM

MINUTES OF STRATA COMMITTEE MEETING
STRATA SCHEMES MANAGEMENT ACT 2015

Strata Plan - 100155 289-291 The Boulevarde, MIRANDA NSW 2228

A Strata Committee Meeting of the Owners of Strata Plan - 100155
was held on **18/10/2021** immediately following the Annual General Meeting.

Present : Anastasia Hanna, Sanja Markovikj, Vanessa-Elise Mills & Nicholas Middleton
In attendance: Mitchell Mattingley (Clisdells Strata)
Chairperson: Mitchell Mattingley chaired the meeting with the agreement of those present

A quorum was declared and the meeting was opened.

Minutes of the meeting:

1 Confirmation of Previous Minutes
Resolved that the minutes of the last strata committee meeting be confirmed as a true and accurate record of the proceedings of that meeting.

2 Disclosure of pecuniary interest
Resolved that the Strata Committee received NO disclosures under clause 18 of Schedule 2 of the Strata Schemes Management Act 2015 regarding pecuniary interests.

3 Election of office bearers
Resolved that the following office bearers of the Strata Committee were appointed:

Chairman	Vanessa-Elise Mills
Secretary	Nicholas Middleton
Treasurer	Sanja Markovikj

4 Contacts
Resolved that:
(a) Nicholas Middleton of the Strata Committee be nominated as a representative to liaise with the strata managing agent and be the scheme's contact point; and
(b) All other members of the Strata Committee be nominated as a substitute representative to liaise with the strata managing agent and be the scheme's substitute contact point.

There being no further business the meeting closed at 06:09 PM

Clisdells Strata Management

Peter Clisdell Pty Ltd
Tel: (02) 9556 5222
Fax: (02) 9556 5223
623 Princes Highway
Rockdale NSW 2216
Locked Bag 30
Rockdale DC NSW 2216

Approved Budget
to apply from 01/09/2021

The Owners--Strata Plan 100155 — 289-291 The Boulevarde, MIRANDA NSW 2228

Administrative Fund

	Approved budget	Actual 01/09/2020-31/08/2021	Previous budget
Revenue			
Levies Due (Special)--Admin	0.00	2,500.00	0.00
Levies Due--Admin	18,800.00	17,000.00	17,000.00
Status Certificate Fees (S.109 & S.26)	0.00	479.60	0.00
Strata Roll Inspection Fees	0.00	102.30	0.00
Total revenue	18,800.00	20,081.90	17,000.00
Less expenses			
Admin--Accounting-Tax Fees-Audit fees	190.00	187.00	187.00
Admin--Legal & Debt Collection Fees	0.00	190.40	0.00
Admin--Status Certificate Fees	0.00	479.60	0.00
Admin--Storage Fees	0.00	0.00	55.00
Admin--Strata Roll Inspection Fees	0.00	102.30	0.00
Admin-Electronic Medium	153.00	146.78	146.00
Contractor Compliance	80.00	77.00	76.00
Insurance--Premiums	4,700.00	6,454.45	4,644.00
Maint Bldg - Fire Protection Services Contract	2,200.00	1,988.27	1,040.00
Maint Bldg--Fire Protection - General Repairs	750.00	1,613.27	500.00
Maint Bldg--Garage & Roller Doors General Repairs	0.00	170.00	0.00
Maint Bldg--General Repairs Building	500.00	0.00	500.00
Maint Grounds--Lawns & Gardening Contract	2,400.00	5,600.00	5,500.00
Management Fees--Standard	2,204.00	2,117.38	2,120.00
Other Expenses--Admin	275.00	264.62	265.00
Quarterly Report Fees	242.00	232.92	235.00
Schedule B Fees	440.00	218.76	550.00
Sundry Expenses	0.00	7.45	0.00
Utility--Electricity	2,500.00	2,637.54	1,000.00
Utility--Water & Sewerage	150.00	0.00	500.00
Total expenses	16,784.00	22,487.74	17,318.00
Surplus/Deficit	2,016.00	(2,405.84)	(318.00)
Opening balance	(1,897.57)	508.27	508.27
Closing balance	$118.43	-$1,897.57	$190.27

Administrative Fund

	Approved budget	Actual 01/09/2020-31/08/2021	Previous budget
Total units of entitlement	100		100
Levy contribution per unit entitlement	$188.00		$170.00

Capital Works Fund

	Approved budget	Actual 01/09/2020-31/08/2021	Previous budget
Revenue			
Levies Due--Capital Works	1,500.00	3,000.00	3,000.00
Total revenue	1,500.00	3,000.00	3,000.00
Surplus/Deficit	1,500.00	3,000.00	3,000.00
Opening balance	8,000.00	5,000.00	5,000.00
Closing balance	$9,500.00	$8,000.00	$8,000.00
Total units of entitlement	100		100
Levy contribution per unit entitlement	$15.00		$30.00

Clisdells Strata Management

Peter Clisdell Pty Ltd
Tel: (02) 9556 5222
Fax: (02) 9556 5223
623 Princes Highway
Rockdale NSW 2216
Locked Bag 30
Rockdale DC NSW 2216

Approved Levy Schedule to apply from 01/09/2021

The Owners--Strata Plan 100155 — 289-291 The Boulevarde, MIRANDA NSW 2228

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Capital Works Fund	Quarterly Total	Annual Total
1	1	16.00	752.00	60.00	812.00	3,248.00
2	2	15.00	705.00	56.25	761.25	3,045.00
3	3	17.00	799.00	63.75	862.75	3,451.00
4	4	17.00	799.00	63.75	862.75	3,451.00
5	5	17.00	799.00	63.75	862.75	3,451.00
6	6	17.00	799.00	63.75	862.75	3,451.00
7	0	1.00	47.00	3.75	50.75	203.00
		100.00	$4,700.00	$375.00	$5,075.00	$20,300.00

MINUTES OF AN ANNUAL GENERAL MEETING
STRATA SCHEMES MANAGEMENT ACT 2015
Strata Plan – 100155, 289-291 The Boulevarde, Miranda

An Annual General Meeting of the Owners of Strata Plan 100155 was held on 12 November 2020 via Zoom meeting.
The meeting commenced at 5pm.

Present : Lots 1, 2, 3, 4, & 7

Proxies: Nil

In attendance: Mitchell Mattingley (Clisdells Strata) & Siyu Fei

Chairperson: Mitchell Mattingley

A quorum was declared and the meeting was opened.

MOTION 1 - Confirmation of Previous Minutes

RESOLVED that the minutes of the last general meeting be confirmed as a true and accurate record of the proceedings of that meeting.

MOTION 2 - Receive documents and records from original owner

RESOLVED by ordinary resolution to:

a) receive the documents and records required to be provided by the original owner in accordance with section 16 of the Strata Schemes Management Act 2015:

Documents provided:
Strata plan
Insurance Certificate of currency
Occupation Certificate – Dated 14/10/2019

MOTION 3 - Initial maintenance schedule

RESOLVED to receive and consider the initial maintenance schedule provided by the original owner.

That the documents provided be reissued to all owners and authorisation is given to the Strata Manager to obtain quotations for the maintenance of the necessary items.

MOTION 4 – Strata committee

RESOLVED by ordinary resolution that:

(a) nominations for members of the Strata Committee be called and received;

Steven Li, Lot 1

(b) the number of members of the Strata Committee be determined: One (1)

(b) the Strata Committee be elected.

Steven Li, Lot 1

MOTION 5 – Tenants at meetings

RESOLVED by ordinary resolution that:

Tenants are restricted from being present when the following matters are being discussed:
Financial statements and auditor's reports;
Levying of contributions;
Recovery of unpaid contributions;
A strata renewal proposal under Part 10 of the Strata Schemes Development Act 2015 or any related matter; and/or
Any other financial matter specified by the regulations for the purpose of this clause (as at 30 November 2016 there is nothing further)

MOTION 6 – Other means of voting

RESOLVED 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:

Voting by means of teleconference while participating in a meeting from a remote location;
Voting by means of video-conferencing while participating in a meeting from a remote location;
Voting by means of email while participating in a meeting from a remote location;
Voting by means of other electronic means while participating in a meeting from a remote location;
Voting by means of email before the meeting; or
Voting by means of other electronic means before the meeting.

MOTION 7 – General Meeting Matters

RESOLVED by ordinary resolution in accordance with clause 6(a) and 9(i) of Schedule 1 of the Strata Schemes Management Act 2015 the Owners Corporation decides that there be a limit of $5,000.00 placed on the Strata Committee.

MOTION 8 – By-laws

RESOLVED by ordinary resolution that the current Bylaws NOT be amended, added or altered.

MOTION 9 – Audit

RESOLVED by ordinary resolution that an auditor NOT be appointed to audit the accounts and financial statements of the Owners Corporation.

MOTION 10 – Accounting records and financial statements

RESOLVED by ordinary resolution to consider the accounting records and last financial statements prepared and to adopt the financial statements.

MOTION 11 - Levy Contributions

RESOLVED that:
(a) in accordance with Section 79(1) and 79 (2) of the *Strata Schemes Management Act 2015* the owners corporation estimates that in respect of the budgetary period, it will need to credit to its administrative and capital works funds for actual and expected expenditure referred to in those subsections the amounts set out in the budget that was attached to the notice of the meeting at which this resolution was passed; and

(b) in accordance with Section 81 of the Act, the owners corporation determines that the following AMENDED amounts are to be levied to raise the estimated contributions:

Administrative fund - the sum of $17,000.00
Capital works fund - the sum of $3,000.00

(c) those amounts are to be paid by regular equal periodic instalments on 12/12/2020, 01/02/2021, 01/05/2021 & 01/08/2021 ; and not being less than 30 days after the levy notice is given.

(d) the Treasurer is authorised to levy those contributions by written notice on each person liable to pay them.

MOTION 12 – Special Levy

RESOLVED that pursuant to s 81(4) of the Strata Schemes Management Act 2015 the Owners Corporation is faced with expenses referred to in the Schedule which it cannot at once meet from its administrative/capital works fund, it determined that:

1. a contribution in the amount of money referred to in the Schedule be raised as an additional levy to meet those expenses;
2. the proportion of the said contribution payable by the owners of each lot shall be in accordance with the unit entitlement of each lot;
3. the contribution in respect of each lot is payable by the instalments being due and payable on or before the dates referred to in the Schedule by being paid to the Owners Corporation care of the strata managing agent before or at those times; and
4. that pursuant to s83 of the Strata Schemes Management Act 2015, the strata managing agent serve one written notice of such contributions due in respect of each lot specifying:
   (a) the amount of each instalment; and
   (b) the date of payment of each instalment.

SCHEDULE:

(a) Expenses for which the contribution is raised: To Rectify Admin Deficit
(b) Total contribution to be raised: $2,500.00
(c) Date by when the contribution is payable:
   (i) **First instalment**
   Amount: $ 2,500.00
   Due date: 12/12/2020

MOTION 13 – 10-Year Capital Works Fund Plan

RESOLVED by ordinary resolution to discuss the preparation of the 10 year capital works fund plan and:

(a) the Owners Corporation prepare a plan of anticipated major expenditure to be met from the capital works fund for a 10 year period.

(b) authorise and direct the strata managing agent to obtain quotations to appoint a suitably qualified consultant for this purpose.

MOTION 14 – Building defect rectification

RESOLVED by ordinary resolution to consider building defects and rectification.

DEFEATED the appointment of a building inspector for the purpose of Part 11 of the *Strata Schemes Management Act 2015*.

DEFEATED The Owners – Strata Plan No. 100155 to engage a solicitor to provide advice regarding liability and recovery of losses in respect of building defects and rectification.

Motion 15 - Insurances

RESOLVED by ordinary resolution that the insurances of the meeting be confirmed and further that the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to include further insurances.

MOTION 16 - Insurance Quotations

RESOLVED by ordinary resolution that three quotations for all items of insurance required under the Strata Schemes Management Act 2015 be sought and obtained and the function of accepting and executing an appropriate quotation be delegated to the strata managing agent on instruction of the Owners Corporation or Strata Committee.

Motion 17 – Insurance valuation

DEFEATED by ordinary resolution that the Managing Agent obtain a full insurance valuation for the purposes of section 161 of the Strata Schemes Management Act 2015.

MOTION 18 – Annual fire safety statement

RESOLVED by ordinary resolution that :
(a) the last annual fire safety statement under the Environmental Planning and Assessment Act 1979 be considered : NO STATEMENT TO BE CONSIDERED.
(b) the Managing Agent make arrangements for obtaining the next annual fire safety statement.

MOTION 19 – Overdue levy contributions

RESOLVED that the Owners Corporation authorises the managing agent and/or the Strata Committee to take all necessary steps on its behalf to recover, from any person liable to pay a contribution:

(a) any contribution that is not paid at the end of one month after it becomes due and payable,
(b) any interest payable on the contribution, and
(c) the reasonable expenses of the Owners Corporation incurred in recovering those amounts, including (without limitation) engaging and giving instructions to a debt collector or lawyer and:
    (i) issuing letters of demand,
    (ii) initiating and maintaining legal action,
    (iii) entering judgment in the legal action, and
    (iv) enforcing any judgment including through:
        (A) the issue of a writ for the levy of property,
        (B) a garnishee order, or
        (C) initiating and maintaining bankruptcy or winding up proceedings.

MOTION 20 - Appoint Managing Agent

RESOLVED by ordinary resolution that pursuant to section 49 of the Strata Schemes Management Act 2015, the Owners Corporation:

(a) appoint Peter Clisdell Pty Ltd (agent) as the strata managing agent of the strata scheme;
(b) delegate to the agent all of the functions of:
(i) the Owners Corporation (other than those listed in section 52(2) of the Act); and
(ii) its chairperson, treasurer, secretary and Strata Committee; necessary to enable the agent to carry out the services defined in the strata management agency agreement (agreement), a copy of which is attached to the notice of this meeting;
(c) record that the delegation to the agent is to be subject to the conditions and limitations in the agreement;
(d) execute the agreement to give effect to this appointment and delegation; and
(e) give authority for the common seal of the Owners Corporation to be affixed to the agreement in the presence of the Strata Committee.

MOTION 21 – Report on commissions

RESOLVED That the Owners Corporation note the following report appended below by the Managing Agent as to whether, and what, commissions or training services have been provided or paid for the managing agent in the last 12 months and are likely to be provided to or paid for the managing agent for the following 12 months, is noted

---

MOTION 22 - Cladding

DEFEATED by ordinary resolution that the Owners Corporation engage a suitably qualified consultant to carry out an audit and risk assessment to identify if any cladding has been installed in the building.

MOTION 23 - Motion to Approve Minor Renovations By-Law

RESOLVED that the Owners Corporation Specially Resolve pursuant to Section 141 of the Strata Schemes Management Act 2015 to adopt the following Special By-Law:

Minor Renovations - Special By-Law

a. The Owners Corporation grants authority to the Strata Committee to consider & approve any minor renovations as described in Section 110 of the Strata Schemes Management Act 2015.
b. Minor renovations are works as described in Section 110 of the Strata Schemes Management Act 2015 and Regulation 28 of the Strata Schemes Management Regulation 2016.
c. The applicant lot owner must comply with Section 110 of the Strata Schemes Management Act 2015 in its entirety.

In Favour	All (66 UE – 100%)
Against	Nil (0 UE – 0 %)

Motion Carried

MOTION 24

Motion to Approve Bathroom Renovations

RESOLVED on the condition that the next motion is carried, the owners corporation SPECIALLY RESOLVES pursuant to section 108 of the Strata Schemes Management Act 2015 THAT the owners of all of the lots be authorised to add to and alter the common property by carrying out the bathroom renovations described in Special By-Law No. 2 - Bathroom Renovations, the terms of which by-law are set out or referred to in the next motion, on the conditions of that by-law, including the condition that the owners are responsible for the ongoing maintenance, repair, renewal and replacement of the bathroom renovations and the common property occupied by the bathroom renovations.

In Favour	All (66 UE – 100%)
Against	Nil (0 UE – 0 %)

Motion Carried

MOTION 25

Motion to Approved Bathroom Renovations By-Law

RESOLVED on the condition that the previous motion is carried, the owners corporation SPECIALLY RESOLVES pursuant to sections 108, 141 and 143 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law No. 2 - Bathroom Renovations, on the terms set out in the annexure attached to the notice of First Annual General Meeting dated 22 October 2020, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

In Favour	All (66 UE – 100%)
Against	Nil (0 UE – 0 %)

Motion Carried

MOTION 26

Motion to Approve Lot 6 Balcony Door By-Law

RESOLVED the owners corporation SPECIALLY RESOLVES pursuant to sections 108, 141 and 143 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law No. 3 – Lot 6 Balcony Door, on the terms set out below, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

Special By Law 3 – Lot 6 Balcony Door

The owners of Lot 6 in Strata Plan 101155 are granted rights to replace the sliding glass door and insect screen with a double-glazed door and insect screen to eliminate noise.

1. That any installation is made in a professional manner, using first quality materials by a licensed tradesman.
2. That any permits from appropriate authorities are sought and obtained should that be required.
3. That any and all costs of the installation and future maintenance of the installation is that of the lot owners.
4. That the colour and design of the window/ door resemble the current fixture.
5. That any damage to common property will be repaired in a workmanlike manner at the lot owners expense.

In Favour	All (66 UE – 100%)
Against	Nil (0 UE – 0 %)

Motion Carried

There being no further business the meeting closed at 05:54 PM.

Fire Safety Statement

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

NSW GOVERNMENT

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

Section 1: Type of statement

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

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

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

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

289-291 The Boulevarde NSW Miranda

Lot No. (if known)	DP/SP (if known)	Building name (if applicable)
	S/P 100155	

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

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

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

The Owners Corporation SP 100155 - C/- CLISDELLS STRATA MANAGEMENT

* 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)

Locked Bag 30 Rockdale DC NSW 2216

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
Automatic smoke detection and alarm systems	BCA E2.2 & Spec E2.2a, AS 3786-2014	23.08.2022	F048452A
Emergency lighting	BCA E4.2, E4.4 & AS/NZS 2293.1-2005	23.08.2022	F020307A
Exit signs	BCA E4.5, E4.6, & E4.8, AS/NZS 2293.1-2005	23.08.2022	F020307A
Fire doors	BCA Spec.C3.4 & AS 1905.1-2015	23.08.2022	F048452A

Fire Engineering Report, Ref: 1392-Rev A Final, dated 1st October 2019 prepared by J Squared Engineering Pty Ltd	Performance Solution: 1. To waive the requirement for openings located within 3m of a boundary fire source feature to be protected in accordance with C3.4 of the BCA. Outcomes of the Fire Engineering Report: a) Combustible covers, awnings or structures that would increase the fire load and likely promote the spread of fire between the building and the eastern and western allotment boundaries should not be attached to the subject external walls within 3m of the boundary. b) The windows located within 3m of the boundary fore source feature are required to be fixed (non-operable), of non-combustible metallic constriction and fitted with fire resistant glass tested in accordance with AS1530.4 to achieve the test results detailed in the 'Red Fire and façade Consultants' test report attached in Appendix B of the Report. It is not a requirement that the entire window assembly is tested to achieve the required FRL.	23.08.2022	F020307A
Fire hydrant systems	BCA E1.3 & AS2419.1-2005	23.08.2022	F048452A
Fire seals protecting openings in fire-resisting components of the building	BCA C3.12, C3.15, Spec. C3.15	23.08.2022	F020307A
Hose reel systems	BCA E1.4 & AS2441-2005	23.08.2022	F048452A
Lightweight construction (Ventilation shaft	BCA C1.8 & Spec C1.8	23.08.2022	F020307A
Mechanical air handling systems (Car parking ventilation)	AS/NZS 1668.1-2015		
Portable fire extinguishers	BCA E1.6 & AS2444-2001	23.08.2022	F048452A

* 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 *
All Areas	23.08.2022	F048452A

Fire Safety Statement

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

NSW GOVERNMENT

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

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

Full name (Given Name/s and Family Name)	Address	Phone	APFS*	Signature
SCOTT COWAN	4/4 Jabez St Marrickville NSW 2204	0406 256 480	F048452A	
MICHAEL BREWITT	4/4 Jabez St Marrickville NSW 2204	0405 508 286	F020307A	

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

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

Full name (Given Name/s and Family Name)

Jessica Cracknell

Organisation (if applicable)

Clisdells Strata Management

Title/Position (if applicable)

Strata Manager

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

Locked Bag 30 Rockdale DC NSW 2216

Phone

9556 5240

Email

jessica.cracknell@clisdells.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, Click here Jessica Cracknell (insert full name) being the: ☐ owner ☒ owner's agent

declare that:

a) each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing:

   i. for an essential fire safety measure specified in the fire safety schedule, to a standard no less than that specified in the schedule, or

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

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

Owner/Agent Signature

Jessica Cracknell

Date issued

23/11/2022

Section 9: Supplementary fire safety statement declaration

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

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

Owner/Agent Signature

Date issued

Natasha

From: Jessica Cracknell <jessica.cracknell@clisdells.com.au>
Sent: Friday, 1 September 2023 4:25 PM
To: Natasha
Cc: Nola Churchill
Subject: RE: U2/289 The Boulevarde, Miranda NSW, 2228 - Strata Search
Attachments: 2021R0340.001-Major Defects Report - dawt.pdf; AFSS 2022 - 23.11.2022.pdf

Good afternoon Natasha,

Apologies for missing your call!

Please find attached documents as requested.

The defects report was saved under correspondence in our FileSmart system.

The AFSS for 2023 has not yet been finalised, I have attached the 2022 completed one.

The Owners Corporation have not approved to obtain a new insurance valuation since the new build, due to the ongoing defects claim.

I have requested a download of the signed Registered Plan with our Valuation team, and will send that over to you as soon as it's received.

The Owners Corporation discussed at the AGM last year that they will approve to get a new Capital Works Fund Plan at the next AGM, which is currently being scheduled and organised.

Thank you.

Kind regards,

Jessica Cracknell
Licensed Strata Manager
Direct line: 9556 5240

T 61 2 9556 5222 | **F** 61 2 9556 5223 | www.clisdells.com.au
623 Princes Highway, Rockdale NSW 2216
Mail: Locked Bag 30, Rockdale DC NSW 2216
Hours: Mon to Fri 9:00 am. - 5:00 pm. Closed between 12:30 pm-1:30 pm

Liability limited by a scheme approved under Professional Standards Legislation.



From: Natasha <Natashaz@advancedstrata.com.au>
Sent: Friday, 1 September 2023 2:41 PM

NCAT
NSW Civil &
Administrative Tribunal
Consumer and Commercial Division

NOTICE OF ORDER

The Owners - Strata Plan No 100155.
nessaguez@outlook.com

File No: HB 23/12428
Quote in all enquiries
eNumber: 812423HD07

Application concerning THE OWNERS - STRATA PLAN NO 100155. & ANASTASIA & BISHOI HANNA & BRUCE & HELEN MCGRATH & DRAGAN & SANJA MARKOVIK - ANVIL BUILD PTY LTD & HONGFEI XIA

Applicant: The Owners - Strata Plan No 100155. and ANASTASIA & BISHOI HANNA and BRUCE & HELEN MCGRATH and DRAGAN & SANJA MARKOVIK
Respondent: ANVIL BUILD PTY LTD and HONGFEI XIA

On 28-Aug-2023 the following orders were made:

1. By Determination of member, on 28 August 2023 the hearing was adjourned to a date to be fixed by the Divisional Registrar.

2. The applicant's name VANESSA MILLS, is amended to The Owners - Strata Plan No 100155..

3. Consistent with order 2 made on 17 April 2023, the Deputy Divisional Registrar is directed to remove all applicants other than the Owners Corporation so that the record reflects The Owners - Strata Plan No 100155 as the sole applicant.

4. The Tribunal extends the time for the applicant to file and serve its evidence in chief to 25 August 2023.

NOTE:

The Tribunal has received the Fee Proposal and Scope of Works of Sydney Remedial Group (Mr Mathew Nader) dated 24 August 2023.

5. On or before 18 September 2023, the respondent may file and serve any evidence in reply.

6. By 4 September 2023, the parties are to notify the Registry in writing of unavailable dates of the parties and their witnesses including expert witnesses for a one day hearing to be held in the period from 3 October 2023 to 20 December 2023 or in the period from 15 January 2024 to 29 February 2024.

IMPORTANT NOTE:

The applicant's expert witness Mr Nader is to be available to give oral evidence at the hearing.

7. The parties are to immediately notify the Registry of any dates previously notified as available which become unavailable prior to the matter being listed for hearing. Once the hearing has been listed it will not be adjourned because a date previously notified as available becomes unavailable, in the absence of special circumstances.

A separate written notice of the new hearing date will be sent to you in the near future.

D Charles, Senior Member

28/08/23

Level 14 Civic Tower, 66 Goulburn Street, SYDNEY NSW 2000
GPO Box 4005, SYDNEY NSW 2001
ccdsydney@ncat.nsw.gov.au
Direct Ph: (02) 9307 6496 Toll free Ph: 1300 006 228
www.ncat.nsw.gov.au

NCAT
NSW Civil &
Administrative Tribunal
Consumer and Commercial Division

NOTICE OF ORDER

VANESSA MILLS
nessaguez@outlook.com

File No: HB 23/12428
Quote in all enquiries
eNumber: 812423HD07

Application concerning VANESSA MILLS & ANASTASIA & BISHOI HANNA & BRUCE & HELEN MCGRATH & DRAGAN & SANJA MARKOVIK - ANVIL BUILD PTY LTD & HONGFEI XIA

Applicant:The Owners - Strata Plan 100155
Respondents: ANVIL BUILD PTY LTD and HONGFEI XIA

On 19-May-2023 the following orders were made:

1. By Determination of the Member, on 19 May 2023 the hearing was adjourned to a date to be fixed by the Registrar.

2. Not later than 21 August 2021 the applicant must obtain a further report from Partridge providing scopes of rectification work required to rectify the defects identified in its report dated 16 January 2023 and quotes from builder's to establish the cost of rectifying the defective work the subject of these proceedings and file a copy of those documents in the Tribunal and give a copy of those documents to the respondents.

3. Not later than 21 August 2021 the applicant must file in the Tribunal and give a copy to the respondents a statement of all costs claimed in these proceedings other than the cost of rectifying the defective work the subject of these proceedings as referred to in Order 2.

A separate written notice of the new hearing date will be sent to you in the near future.

D Goldstein, Tribunal Member

19/05/23

NCAT
NSW Civil &
Administrative Tribunal
Consumer and Commercial Division

NOTICE OF ORDER

VANESSA MILLS
nessaguez@outlook.com

File No: HB 23/12428
Quote in all enquiries
eNumber: 812423HD07

Application concerning VANESSA MILLS & ANASTASIA & BISHOI HANNA & BRUCE & HELEN MCGRATH & DRAGAN & SANJA MARKOVIK - ANVIL BUILD PTY LTD & HONGFEI XIA

Applicant: The Owners - Strata Plan 100155
Respondent: ANVIL BUILD PTY LTD and HONGFEI XIA

On 17-Apr-2023 the following orders were made:

1. By Determination of Member, on 17 April 2023 the hearing was adjourned to a date to be fixed by the Registrar.

2. The current applicants are removed from these proceedings and replaced with The Owners - Strata Plan 100155.

3. The applicant must send to the respondent the documents it filed in the Tribunal on 17 April 2023 not later than 19 April 2023.

4. HONGFEI XIA and ANVIL BUILD PTY LTD shall send to The Owners - Strata Plan 100155 and the Tribunal, a copy of all documents including expert reports, witness statements, on which they intend to rely at the hearing by 15-May-2023.

A separate written notice of the new hearing date will be sent to you in the near future.

Introduction: These directions are made pursuant to the NSW Civil & Administrative Tribunal Act and to the Procedural Directions issued under that Act. Parties should ensure that they have read those Directions (including directions relating to expert witnesses) and that they fully comply with those Directions and these procedural directions. Parties should carefully note that these directions are compulsory. They can only be departed from (whether by way of extension of time, adjournment, or otherwise) with permission from the Tribunal. The granting of permission may include an order that the applicant for leave pays costs.

Timetable
Exchange of Documents
All material on which parties propose to rely is to be provided in advance of the hearing and in accordance with the following timetable. Parties are to provide documents typed (except

for copies of original handwritten documents), with numbered paragraphs and numbered pages. Documents should be bound in a ring binder or similar holder.

The documents to be provided will always include on the part of an applicant or cross-applicant a brief outline of the claim, stating in numbered paragraphs the orders (for example, payment of money, repair of defective work) that are sought, and the reasons for seeking those orders.

The documents to be provided will always include on the part of a respondent or cross-respondent a brief outline of the defence, the reasons for opposing the claim or cross-claim, in numbered paragraphs that correspond to the numbers in the outline of claim as far as practicable.

Other documents to be provided, depending on the case, will usually include:

- A chronology setting out briefly the dates on which important events (for example, the signing of the contract, the commencement of building works) took place.
- The contract, if there was a written contract, or a written statement explaining how the parties agreed for the building work to be done.
- Any certificates of insurance.
- Any bills, invoices, receipts, accounts bank statements or other evidence of requests for payment or of payment relevant to the case.
- Any experts' reports on which the applicant intends to rely at the hearing, which should, as far as practicable, be in numbered paragraphs corresponding to the outline of claim.
- Any statements by witnesses other than experts on which the applicant intends to rely at the hearing.
- Any relevant photographs, video or audio tapes, or other evidence and
- A Scott Schedule: the cells of which shall, as far as possible, be numbered to correspond with the outline of claim.

Parties may not present any evidence in chief, whether spoken or written, at the hearing of their case unless that evidence has already been provided to the Tribunal and other party/ies in accordance with Tribunal directions, unless the Tribunal grants leave to do so in accordance with the Procedural Directions.

Schedule 4, Clause 10(2) of the NSW Civil & Administrative Tribunal Act 2013 provides the following:

a) If the party is causing the disadvantage is the applicant – order that the proceedings (or part of the proceedings) be dismissed or struck out, or

b) If the party causing the disadvantage is not the applicant:

(i) determine the proceedings (or part of the proceedings) in favour of the applicant and make any appropriate orders, or

(ii) order that the party causing the disadvantage be struck out of the proceedings (or part of the proceedings).

D Goldstein, Tribunal Member

17/04/23

For further information about your rights and obligations in relation to this order please read NCAT's Rights and Obligations Guideline available on the NCAT website at www.ncat.nsw.gov.au

PO Box 972
PARRAMATTA NSW 2124
Tel 13 32 20
ABN 81 913 830 179
www.fairtrading.nsw.gov.au

Clisdells Strata- Ms Jessica Cracknell
SP 100155
NSW 2228

Our Ref 11076320
Your Ref
Contact Sam Panabig

To: jessica.cracknell@clisdells.com.au

Dear Jessica,

NSW Fair Trading has received a building complaint from Mr Bishoi Hanna in relation to Strata Plan 100155 on 13 February 2023.

As the SMA of SP 100155, we will be liaising with you to resolve the complaint.

Please ensure that you are aware of the status of the building warranty period, as this should inform you of the urgency of this matter. If the warranty period is due to expire within three months, it is your responsibility to action this matter as a priority.

What do we need from you?

· Please complete the enclosed checklist

· Copy of the Occupation Certificate (contact the local council if you do not have a copy on record)

What can NSW Fair Trading do?

· provide free impartial intervention

· lead parties to an agreed outcome

· request document relating to your complaint

· consider our regulatory and enforcement options where the trader has failed to act in the required way

What can't NSW Fair Trading do?

· make legal decisions or provide legal advice

· demand traders resolve complaints

What happens next

You are required to provide the requested information within three business days, so that we can progress your complaint. If you are unable to meet this timeframe, please advise us immediately.

If you have any questions, please contact Sam Panabig on 02 8276 8992 and quote reference number 11076320.

Yours sincerely
Sam Panabig

15 February 2023

PO Box 972
PARRAMATTA NSW 2124
Tel 13 32 20
ABN 81 913 830 179
www.fairtrading.nsw.gov.au

Clisdells Strata- Ms Jessica Cracknell
SP 100155
NSW 2228

Our Ref 11076320
Your Ref
Contact Sam Panabig

To: jessica.cracknell@clisdells.com.au
Cc: bishoi.hanna91@gmail.com

Dear Jessica,

I refer to your correspondence dated 13 February 2023 from Mr Bishoi Hanna regarding building work carried out by Anvil Build Pty Ltd at 289 The Boulevarde Miranda NSW SP100155.

In NSW residential building work is to be completed by a licensed tradesperson. The information you provided in the complaint form indicates that the residential building work was carried out by a trader who is no longer licenced.

As the building work was carried out by either

- an unlicensed trader, or
- a licensed trader who performed work outside the scope of their licence category (considered to be unlicensed work), or
- a trader whose licence has **expired**, has been suspended, or has been cancelled

we are unable to pursue your requested outcome under the legislation we oversee.

As the builder is still ASIC registered, you may pursue the matter through NCAT and seek monetary redress for the defects.

Fair Trading's role

Fair Trading regulates residential building works in New South Wales. Builders and tradespeople are required to be licensed for the category of work they do, including tradespersons who undertake specialist work such as plumbing, electrical and air conditioning work.

Your complaint will be assessed in relation to the unlicensed work. We have a range of regulatory options in relation to the trader carrying out the unlicensed work for example education, investigation and/or enforcement action. Investigations undertaken by us will not influence the other options available to pursue your matter and you will not be informed of the outcome of any enforcement action.

Next Steps

NSW Fair Trading completed an assessment of the matter and identified a potential breach of the *Home Building Act 1989*. Fair Trading has taken appropriate compliance action in response to the breaches of the legislation it administers. Although the intervention provided has not resulted in a resolution of this dispute, there are other options available to you should you wish to pursue your matter further. These include:

- **NSW Civil and Administrative Tribunal (NCAT)**
- **Law Access NSW**
- **Independent legal advice**
- **Legal Aid NSW**
- **Home Building Advocacy Service (HOBAS)**
- **Home Building Compensation (HBC) Cover**
- **Department of Communities and Justice (CJC)**

Please refer to the enclosed factsheet for further information. The factsheet covers a wide range of options available to consumers, however, every option may not apply to your situation.

If you believe that the building work was carried out by a licensed tradesperson please send the information to sydneyhb@customerservice.nsw.gov.au quoting your reference number in the subject field.

You are encouraged to refer to the Fair Trading website to ensure that any future residential building works are carried out by a licensed tradesperson. License checks are quick and easy to do prior to contracting services and can be conducted by visiting https://www.onegov.nsw.gov.au/publicregister/#/publicregister/search/Trades.

If you have any questions, please contact sydneyhb@customerservice.nsw.gov.au and quote reference number 11076320.

Yours sincerely
Sam Panabig

17 February 2023

NSW Civil & Administrative Tribunal

Consumer & Commercial Division

Application Form

File Number: HB 23/12428
Date Lodged: 14/03/2023
Amount Paid: $289.15

Applicant Details

Applicant Type: Consumer
Applicant: Vanessa Mills
Address: TOWNHOUSE 4/289 The Boulevarde Boulevarde Miranda 2228 NSW Australia
Daytime Phone Number: 0416274836
Email: nessaguez@outlook.com
Fax:

Applicant Type: Consumer
Applicant: Anastasia & Bishoi Hanna
Address: TOWNHOUSE 1/289 The Boulevarde Boulevarde MIRANDA 2228 NSW Australia
Daytime Phone Number: 0468530462
Email: bishoi.anastasia2020@gmail.com
Fax:

Applicant Type: Consumer
Applicant: Bruce & Helen McGrath
Address: TOWNHOUSE 3/289 The Boulevarde Boulevarde MIRANDA 2228 NSW Australia
Daytime Phone Number: 0416244646
Email: brucegordonmcgrath@gmail.com
Fax:

Applicant Type: Consumer
Applicant: Dragan & Sanja Markovik
Address: VILLA 2/289 The Boulevarde Boulevarde MIRANDA 2228 NSW Australia
Daytime Phone Number: 0451164448
Email: sanjamarkovik@yahoo.com
Fax:

Site of Building Work

289 The Boulevarde Boulevarde Miranda 2228 NSW Australia

NCAT Related File Numbers

Application Details

Respondent Contractor Licence Number: 304001C

Other Court:

Insurance Policy Number:
Insurer Notified: No

Respondent Details

Respondent Type: Trader
Respondent: Anvil Build Pty Ltd
ACN: 615593863
Address: UNIT 80 205 Barker Street Randwick 2031 NSW Australia
Daytime Phone Number: 0450520309
Email: steven@mbcproperty.com.au
Fax:

Respondent Type: Trader
Respondent: Hongfei Xia
Address: SUITE 901 Tower B 821 Pacific Highway Chatswood 2067 NSW Australia
Daytime Phone Number:
Email: ca@hoflyconstruction.com
Fax:

Dispute Details

Major defects at 289 The Boulevarde Miranda NSW 2228 - estimated repair cost $600,000 to be further verified with full scope of works.

Systemic major defects include water ponding and incorrect falls in showers of bathrooms and ensuites, incorrect balcony waterproofing, strip drains in shower recessed in tile grout, water ponding and incorrect falls on fire stairs and entry, rear courtyard waterproofing, and cracking and calcium leaching in garage walls and soffit.
Minor defects and maintenance sealant in joints, windows and doors, replacing MDF hatches and installing fire rated hatches to fire rated area in garage soffit, replacing damaged loose tiles, garage doors not opening.

Order/s Sought

An order to do work or services as stated below to the approximate value of $600000
Systemic major defects include water ponding and incorrect falls in showers of bathrooms and ensuites, incorrect balcony waterproofing, strip drains in shower recessed in tile grout, water ponding and incorrect falls on fire stairs and entry, rear courtyard waterproofing, and cracking and calcium leaching in garage walls and soffit.
Minor defects and maintenance sealant in joints, windows and doors, replacing MDF hatches and installing fire rated hatches to fire rated area in garage soffit, replacing damaged loose tiles, garage doors not opening.
Total Amount Claimed: $600000

Reasons for the Order/s

Rectification of major defects at 289 The Boulevarde Miranda NSW 2228 constructed by Anvil Build Pty Ltd and Hongfei Xia
Estimated repair cost $600,000 to be further verified with full scope of works.
Systemic major defects include water ponding and incorrect falls in showers of bathrooms and ensuites, incorrect balcony waterproofing, strip drains in shower recessed in tile grout, water ponding and incorrect falls on fire stairs and entry, rear courtyard waterproofing, and cracking and calcium leaching in garage walls and soffit.
Minor defects and maintenance required includes but is not limited to sealant in joints, windows and doors, replacing MDF hatches and installing fire rated hatches to fire rated area in garage soffit, replacing damaged loose tiles, garage doors not opening.

Special Needs

Author

I, Vanessa Mills, verify the accuracy of the information contained in this application

16 January 2023

The Owners' Corporation - Strata Plan 100155
C/- Clisdells Strata Management
625 Princes Highway
ROCKDALE NSW 2216

Attention: Ms Jessica Cracknell

Dear Owners,

RE: MAJOR DEFECTS REPORT at
289-291 THE BOULEVARDE,
MIRANDA NSW 2228
STRATA PLAN 100155

1. INTRODUCTION

a. Further to the request of Ms Jessica Cracknell, Strata Manager of Clisdells Strata Pty Ltd, acting on behalf of the Owners' Corporation of Strata Plan 100155, Mr Wytse Teerling, an Associate and Mr Daniel Alderton, a Remedial Engineer of Partridge Remedial Pty Ltd, consulting structural and forensic engineers, carried out inspections of the common property and individual lots on the 20th of December 2022 at the above property.

b. The purpose of the inspections and this report was limited to investigate and advise on any major building defects within the property requiring further investigations or rectifications.

c. This report lists our observations made during the inspection of the six (6) residential lots, roof area and common areas followed by our recommendations for the remedial works deemed necessary.

Level 5, 1 Chandos Street, St Leonards NSW 2065 Australia
t 612 9460 9000 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. DESCRIPTION

a. 289-291 The Boulevarde, Miranda is a townhouse complex situated on the North side of The Boulevarde. For the purpose of this report the front of the building facing The Boulevarde is deemed to be facing South.

b. The building consists of seven (7) lots, six (6) of these being residential lots and the roof area as the seventh with an underground car park.

c. The buildings are constructed of masonry cavity walls and a concrete slab floor on the ground level with a timber framed upper storey and metal roof cladding.



Figure 1 - Aerial View of the property at 289-291 The Boulevarde, Miranda. (Image courtesy of Near Maps®)

3. MAINTENANCE ITEMS

During our inspection and investigations, we observed several defects which are not considered major, but still require ongoing maintenance.

These include:

- Sealant in joints, windows, and doors,
- Cleaning debris from stormwater drainage pits,
- Cleaning leaf litter and debris from roof gutters and downpipes,
- Replacing MDF hatches and installing Fire rated hatches to the fire rated area in garage soffit,
- Monitoring corrosion at base of steel posts in brickwork of rear courtyards,
- Replacing damaged or loose tiles,
- Open pipe penetrations in the walls of the garage,
- Garage doors do not open properly,

4.0 SYSTEMIC DEFECTS

During our inspection and investigations, we observed several systemic major defects.

Below, we provide an analysis of these systemic major defects, followed by our recommendations for the remedial work required to rectify said defects:

4.1 DEFECT TYPE 1 – Water Ponding and Incorrect falls in Showers of Bathrooms and Ensuites

4.1.1 Observations and Comments

We observed falls to drainage that are not compliant with current Australian Standards and ponding water in the showers of the bathrooms and ensuites. The Australian Standards require a minimum of 1 100 or 1 degree falls to drainage. We measured as low as 0 degrees falls in several shower areas.
Ponding water is a safety hazard and can cause people to slip over as well create conditions for mould to grow. It can also cause waterproofing membranes to emulsify when they are submerged for prolonged periods of time. This will shorten the life span of the waterproofing membrane.

4.1.2 Recommendations

We recommend removing the existing tiles and waterproofing membrane and installing a new waterproofing membrane to the bathroom with minimum 1:100 falls in accordance with current *NCC, AS3740-2010 Waterproofing of Domestic Wet Areas* requirements and will require a DBPA Design.

4.2 DEFECT TYPE 2 – Strip Drains in Shower recessed in Tile Grout

4.2.1 Observations and Comments

We observed that the edges of the strip drain of the showers in the bathrooms and ensuites were recessed into the tile wall grout. It is unclear what the waterproofing detail at this junction is, if there is any at all.
It was also observed that the drainage outlet for the shower is a single 35mm.pipe which requires regular maintenance. The grate of the drain being recessed in the wall makes it difficult to remove to conduct maintenance. If the drain is not being cleaned regularly, then it may become blocked which can cause the water to divert towards the corners of the drain where the waterproofing detail is not clear. This could potentially lead to leaks in the walls and other areas of the property.
It was reported by the owners of Unit 2 that normal use of the shower of the bathroom caused water to leak from the ceiling above the stairs in the corners.
In our opinion this is due to either defective or lack of waterproofing to the junction of the drain and the wall or ponding water has affected the service life of the membrane (Type 1).

4.2.2 Recommendations

We recommend removing the existing tiles, drains and waterproofing membrane and installing a new waterproofing membrane to the bathroom with minimum 1:100 falls in accordance with current *NCC and AS3740-2010 Waterproofing of Domestic Wet Areas* requirements which will require a DBPA design.

4.3 DEFECT TYPE 3 – Incorrect Balcony Waterproofing

4.3.1 Observations and Comments

We observed and measured the termination heights of the balcony from outside finish floor level to top of water stop angle and found the heights to be non-compliant with the current Australian Standards. In some cases, the height measured was as low as 15mm.
On the top floor balconies, we didn't observe floor drainage outlets and only observed minimal overflow provisions which are susceptible to blockage. The overflows for the top floor balconies were the gaps adjacent to the glass balustrade and ranged from 15mm-30mm wide. If these overflows become blocked, then it is likely that water can flood these balconies and push water towards the internal areas and cause damage to internal finishes.
It was also reported by the owners of Unit 1 that during rain events, water entered through the top floor balcony and tracked along the floor joists and leaked through the ceiling into the living room.

4.3.2 Recommendations

We recommend removing the existing balcony doors, tiles and waterproofing membrane and installing a hob and new waterproofing membrane to the balconies in accordance with current *NCC* and *AS4654.2-2012 Waterproofing Membranes for external above ground use* requirements which will require a DBPA design.

4.4 DEFECT TYPE 4 – Water Ponding and Incorrect Falls on Fire Stairs and Entry

4.4.1 Observations and Comments

It was reported by the owners that during rainfall events, water would fall towards the fire stairs and front entries of the units and pond there. We measured the falls and found them to be non-compliant with the current Australian Standards and NCC as well as fall towards internal areas.
Ponding water is a slip hazard and can cause moss and mould to grow which is also a slip hazard.
Ponding water also reduces the service life of the waterproofing membrane (Type 1).

4.4.2 Recommendations

We recommend removing the existing tiles, pavers and waterproofing membrane and installing a new waterproofing membrane to the fire stairs and entry with minimum 1:100 falls in accordance with current *NCC* and *AS4654.2-2012 Waterproofing Membranes for external above ground use* requirements.

We also recommend installing strip drains connected to the existing stormwater system at the front of the fire stairs and entry to divert water away in accordance with the current *NCC and relevant Australian Standards.*

4.5 DEFECT TYPE 5 – Rear Courtyard Waterproofing

4.5.1 Observations and Comments

We observed evidence of ponding water and measured falls to drainage that are non-compliant with the current *NCC and AS4654.2-2012 Waterproofing Membranes for external above ground use* requirements.
We measured falls as low as 0.1 degrees in several areas.
It was also reported by the Owners of Unit 1 that during rain events the rear courtyard floods and has pooling water.
Water ponding is considered a slip hazard and can cause serious injury.
Ponding water also reduces the service life of the waterproofing membrane (Type 1).

We also observed areas of drummy/loose tiles and efflorescence which indicates that water is penetrating the tile joints and entering the substrate below.

We also observed insufficient waterproofing terminations in the planter boxes of the rear courtyards. Poor waterproofing terminations provides water with a path to bypass the waterproofing membrane and enter the substrate below. Once water has entered the substrate it can find cracks and cause corrosion, calcium leaching, concrete cancer, and water ingress to the areas below.

4.5.2 Recommendations

We recommend removing the existing tiles and waterproofing membrane and installing a new waterproofing membrane to the rear courtyards with minimum 1:100 falls to drainage in accordance with current *NCC* and *AS4654.2-2012*

Waterproofing Membranes for external above ground use requirements which will require a DBPA design.

We recommend further investigations of the planter boxes to confirm whether there are any water leaks into the garage area below. These tests include flood testing with coloured dye to determine whether the calcium leaching, and water ingress is from the planter boxes.
Depending on the results of the dye test, the planter boxes may need to be re-waterproofed in accordance with the current *NCC* and *AS4654.2-2012 Waterproofing Membranes for external above ground use* requirements which will require a DBPA design.

4.6 DEFECT TYPE 6 – Cracking and Calcium Leaching in Garage Walls and Soffit

4.6.1 Observations and Comments

We observed cracking and evidence of water ingress in the concrete walls of the underground car park in individual unit garages as well as the visitor car park. It was also noted that several areas of the garage had a perimeter trench with pebbles to catch excess water. Upon further investigation these trenches did not lead to any drainage and appear redundant. The cracks ranged in width from hairline to 2.0mm.
It was also noted that other areas where water ingress was observed did not have a perimeter dish drain and water was flowing over the concrete slab causing a slip hazard and damage to personal property.
The water ingress is most likely due to defective waterproofing membrane in the Unit rear courtyards directly above.

We also observed cracking and calcium leaching in the concrete slab soffit of the individual garages. The calcium leaching is due to water entering the screed bed and concrete substrate, mixing with the salts in the screed and tracking through cracks in the concrete slab. The water-salt solution eventually dries leaving behind a calcium salt deposit.
It was also noted that at the time of inspection there was evidence of calcium stains on the floor of the carpark. It was also reported by the owners that some car spaces were unusable due to cars being previously damaged by the calcium stains.

4.6.2 Recommendations

We recommend that the rear courtyards above be re waterproofed as per recommendations outlined in Section 4.5.2 of this report. This option is however costly and quite disruptive. In the meantime, we recommend initially that the leaking cracks are injected with a super flow viscosity crack repair epoxy to seal the leaks until the essential waterproofing rectification works are completed above.

5.0 INSPECTION AND RECOMMENDATIONS

5.1 Residential Lots and Common Areas

OBSERVATIONS AND MAJOR DEFECTS SCHEDULE
289-291 The Boulevarde Miranda

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
1	1	Rear Courtyard	We observed falls that are not compliant with the current Australian Standards of 0.3 degrees. The Owner also reported that the area ponded with water in wet weather events.	Refer to Systemic Defect Type 5	
2	1	Rear Courtyard	We observed falls that are not compliant with the current Australian Standards of 0.1 degrees. The Owner also reported that the area ponded with water in wet weather events.	Refer to Systemic Defect Type 5	
3	1	Bedroom 1 Balcony	Termination height from outside finished floor level to top of water stop angle less than 70mm.We also observed lack of floor drainage and overflows that are susceptible to blockage.	Refer to Systemic Defect Type 3	

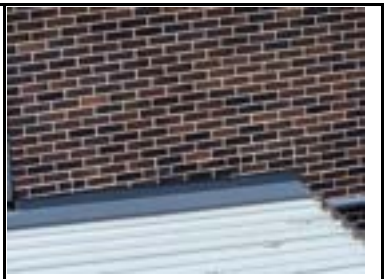
Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
4	1	Bedroom 1 Balcony	Insufficient termination height from outside finished floor level to top of water stop angle.	Refer to Systemic Defect Type 3	
5	1	Bathroom	Falls to drains not compliant with current Australian Standards. We observed falls of 0.1 degrees.	Refer to Systemic Defect Type 1	
6	1	Bathroom	Shower strip drain recessed into tile grout at each end. Waterproofing detail not clear or evident.	Refer to Systemic Defect Type 2	

7	1	Ensuites	Falls to drains not compliant with current Australian Standards. We observed falls of 0.1 degrees in the shower recess area.	Refer to Systemic Defect Type 1	

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
8	1	Ensuite	Shower strip drain recessed into tile wall at each end. Waterproofing detail not clear or evident.	Refer to Systemic Defect Type 2	
9	1	Garage Stairs	It was reported by the owners that during heavy rain events water ponded at the base of the stairs.	We recommend further investigations of the exterior of the concrete wall and review of the hydraulic plans to determine if there is sufficient drainage to prevent water from contacting the wall. It is possible applying a negative waterproofing membrane on the interior wall could work but there is no guarantee that the water would not present elsewhere without determining the detail behind the stairs and walls. Water ingress can cause a slip hazard and damage internal finishes.	

10	1	Garage Stairs	Photo provided by the owners of Unit 1 during rain events showing water ingress below stairs.	See above	
11	1	Garage	We observed cracks and evidence of water ingress in the concrete walls of the garage of the visitor's carpark.	Refer to Systemic Defect Type 6	

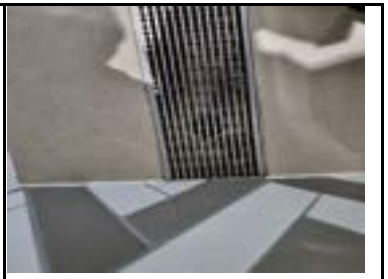
Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
12	1	Garage	We observed cracks and evidence of water ingress in the concrete walls of the garage on the north wall. We measured these cracks to be up to 1.0mm wide.	Refer to Systemic Defect Type 6	

13	2	Roof	We observed poorly designed apron flashing to the roof of Unit 2. The apron flashing was fixed to the external face of the external skin of brickwork instead of being installed through the cavity to the internal skin of brickwork. It was noted that the top of the flashing was open, but the bottom was closed not allowing water to discharge properly. Water damage was also observed on the adjacent brickwork.	We recommend removing the existingapron flashing and installing a new flashing to the internal skin of brickwork.	  

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
					 
14	2	Bathroom	Falls to drains not compliant with current Australian Standards. We observed falls of 0.4 degrees and water ponding in the shower area.	Refer to Systemic Defect Type 1	

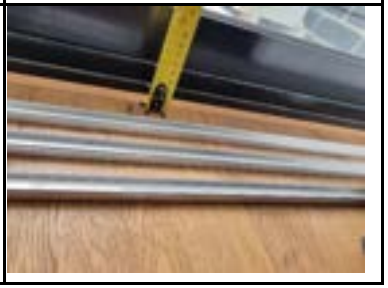
15	2	Bathroom	Shower strip drain recessed into tile wall at each end. Waterproofing detail not clear or evident.	Refer to Systemic Defect Type 2	

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
16	2	Ensuite	Falls to drains not compliant with current Australian Standards. We observed falls of 0.2 degrees in the shower area.	Refer to Systemic Defect Type 1	
17	2	Ensuite	Shower strip drain recessed into tiled wall at each end. Waterproofing detail not clear or evident. Maintenance of the strip drain is difficult.	Refer to Systemic Defect Type 2	

18	2	Ensuite	Shower strip drain recessed into tile wall grout at each end. Waterproofing detail not clear or evident.	Refer to Systemic Defect Type 2	
19	2	Front Entry	Evidence of Water Ponding and incorrect falls. We observed falls of 0.4 degrees towards the front entry door.	Refer to Systemic Defect Type 4	

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
20	2	Front Entry	Evidence of Water Ponding and incorrect falls. We observed falls of 0.4 degrees towards the front entry door.	Refer to Systemic Defect Type 4	

21	2	Garage	We observed cracks and calcium leaching in the soffit of the concrete slab of the garage. It was noted that the rear courtyards of the units are directly above the cracks. Water ingress can also affect the smoke alarm system.	Refer to Systemic Defect Type 6	
22	2	Garage	We observed cracks and calcium leaching in the soffit of the concrete slab of the garage. It was noted that the rear balconies of the units are directly above the cracks. It was reported by the owners of Unit 2 that calcium has leaked onto the cars and caused damage.	Refer to Systemic Defect Type 6	
23	2	Garage	We observed cracks and calcium leaching in the soffit of the concrete slab of the garage. It was noted that the rear courtyards of the units are directly above the cracks.	Refer to Systemic Defect Type 6	

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
24	3	Ensuite	Falls to drains not compliant with current Australian Standards. We observed falls of 0.4 degrees in the shower area.	Refer to Systemic Defect Type 1	
25	3	Bathroom	Falls to drains not compliant with current Australian Standards. We observed falls of 0.7 degrees in the shower area.	Refer to Systemic Defect Type 1	
26	3	Dining Balcony Door	Termination height from outside finished floor level to top of water stop angle less than 70mm Height measure to be approximately 30mm.	Refer to Systemic Defect Type 3	

27	3	Rear Balcony Door	Termination height from outside finished floor level to top of water stop angle less than 70mm. Height measure to be approximately 30mm.	Refer to Systemic Defect Type 3	

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
28	3	Rear Balcony Door	Termination height from outside finished floor level to top of water stop angle less than 70mm.Height measure to be approximately 50mm.	Refer to Systemic Defect Type 3	
29	3	Rear Courtyard	We observed falls that are not compliant with the current Australian Standards of 0.4 degrees. The Owner also reported that the area ponded with water in wet weather events.	Refer to Systemic Defect Type 5	

30	3	Rear Courtyard	We observed falls that are not compliant with the current Australian Standards of 0.5 degrees. The Owner also reported that the area ponded with water in wet weather events.	Refer to Systemic Defect Type 5	
31	3	Rear Balcony Planter Box	We observed inadequate waterproofing membrane termination in the planter box.The soil levels are above the termination of the waterproofing membrane.	Refer to Systemic Defect Type 5	

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
32	3	Garage	We observed cracking and evidence of water ingress in the concrete walls of the garage. These cracks varied in width from 0.4mm to 0.8mm. There is also insufficient perimeter drainage to disperse any water ingress which allows water to pond on the slab.	Refer to Systemic Defect Type 6	

33	3	Garage	We observed cracking and evidence of water ingress in the concrete walls of the garage. These cracks varied in width from 0.4mm to 0.8mm. There is also insufficient perimeter drainage to disperse any water ingress Which can cause a slip hazard.	Refer to Systemic Defect Type 6	
34	4	Ensuite	Falls to drains not compliant with current Australian Standards. We observed falls of 0.5 degrees and water ponding.	Refer to Systemic Defect Type 1	
35	4	Ensuite	Falls to drains not compliant with current Australian Standards. We observed falls of 0.4 degrees.	Refer to Systemic Defect Type 1	

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
36	4	Ensuite	Falls to drains not compliant with current Australian Standards. We observed falls of 0.4 degrees and water ponding in the shower area.	Refer to Systemic Defect Type 1	
37	4	Ensuite	Falls to drains not compliant with current Australian Standards. We observed falls of 0.4 degrees in the shower area.	Refer to Systemic Defect Type 1	
38	4	Ensuite	Shower strip drain recessed into tile wall at each end. Waterproofing detail not clear or evident.	Refer to Systemic Defect Type 2	

39	4	Bathroom	Falls to drains not compliant with current Australian Standards. We observed falls of 0.7 degrees in the shower area.	Refer to Systemic Defect Type 1	

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
40	4	Bathroom	Shower strip drain recessed into tile wall at each end. Waterproofing detail not clear or evident.	Refer to Systemic Defect Type 2	
41	4	Laundry	No Water stop angle in Shower observed	Refer to Systemic Defect Type 1	

42	4	Laundry	Falls to drains not compliant with current Australian Standards. We observed falls of 0.7 degrees.	Refer to Systemic Defect Type 1	
43	4	Garage Stairs	We observed damaged plaster and very high moisture readings at the base of the wall of the stairs.	We recommend further investigations of the exterior of the concrete wall and review of the hydraulic plans to determine if there is sufficient drainage to prevent water from contacting the wall. It is possible applying a negative waterproofing membrane on the interior wall could work but there is no guarantee that the water would not present elsewhere without determining the detail behind the stairs and walls.	

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
44	5	Ensuite	Falls to drains not compliant with current Australian Standards. We observed falls of 0.4 degrees in the shower area.	Refer to Systemic Defect Type 1	
45	5	Bathroom	Falls to drains not compliant with current Australian Standards. We observed falls of 0.9 degrees in the shower area.	Refer to Systemic Defect Type 1	
46	5	Bathroom	Shower strip drain recessed into tiled wall at each end. Waterproofing detail not clear or evident.	Refer to Systemic Defect Type 2	

47	5	Dining Room Balcony	Termination height from outside finished floor level to top of water stop angle less than 70mm. We measure the height to be approximately 30mm.	Refer to Systemic Defect Type 3	

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
48	6	Garage	We observed cracking and evidence of water ingress in the concrete walls of the garage. We measured these cracks to be approximately 0.5mm wide and 800mm long. There is also insufficient perimeter drainage to disperse any water ingress which can cause a slip hazard.	Refer to Systemic Defect Type 6	
49	6	Garage	We observed cracking and evidence of water ingress in the concrete walls of the garage. We measured these cracks to be approximately 0.5mm wide and 800mm long. There is also insufficient perimeter drainage to disperse any water ingress.	Refer to Systemic Defect Type 6	

50	6	Garage	We observed cracking and evidence of water ingress in the concrete walls of the garage. There is also insufficient perimeter drainage to disperse any water ingress which can cause a slip hazard.	Refer to Systemic Defect Type 6	 

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
					 
51	6	Garage	We observed cracking and evidence of water ingress in the concrete walls of the garage. We measured these cracks to be approximately 0.4mm wide. There is also insufficient perimeter drainage to disperse any water ingress which can cause a slip hazard	Refer to Systemic Defect Type 6	

52	6	Ensuite	Shower strip drain recessed into tiled wall at each end. Waterproofing detail not clear or evident. Maintenance of the strip drain is difficult due to this detail.	Refer to Systemic Defect Type 2	

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
53	6	Ensuite	Falls to drains not compliant with current Australian Standards. We observed falls of 0.4 degrees in the shower area.	Refer to Systemic Defect Type 1	
54	6	Ensuite	Falls to drains not compliant with current Australian Standards. We observed falls of 0.4 degrees in the shower area.	Refer to Systemic Defect Type 1	

55	6	Ensuite	Shower strip drain recessed into tiled wall at each end. Waterproofing detail not clear or evident. Maintenance of the strip drain is difficult due to this detail.	Refer to Systemic Defect Type 2	
56	6	Bathroom	Falls to drains not compliant with current Australian Standards. We observed falls of 0.4 degrees in the shower area.	Refer to Systemic Defect Type 1	

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
57	6	Bathroom	Falls to drains not compliant with current Australian Standards. We observed falls of 0.1 degrees in the shower area.	Refer to Systemic Defect Type 1	

58	6	Bathroom	Shower strip drain recessed into tiled wall at each end. Waterproofing detail not clear or evident. Maintenance of the strip drain is difficult due to this detail.	Refer to Systemic Defect Type 2	
59	6	Front Balcony	Termination height from outside finished floor level to top of water stop angle less than 70mm.	Refer to Systemic Defect Type 3	
60	6	Front Balcony	Termination height from outside finished floor level to top of water stop angle less than 70mm. We measure this to be approximately 65mm.	Refer to Systemic Defect Type 3	

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
61	6	Front Balcony	Termination height from outside finished floor level to top of water stop angle less than 70mm. We measure this to be approximately 50mm.	Refer to Systemic Defect Type 3	
62	6	Rear Courtyard	We observed falls that are not compliant with the current Australian Standards of 0.4 degrees. The Owner also reported that the area ponded with water in wet weather events due to poor falls which can cause a slip hazard.	Refer to Systemic Defect Type 5	
63	6	Rear Courtyard	We observed falls that are not compliant with the current Australian Standards of 0.4 degrees. The Owner also reported that the area ponded with water in wet weather events due to poor falls which can cause a slip hazard.	Refer to Systemic Defect Type 5	

64	6	Rear Courtyard	We observed falls that are not compliant with the current Australian Standards of 0.4 degrees. The Owner also reported that the area ponded with water in wet weather events.	Refer to Systemic Defect Type 5	

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
65	6	Garage Stairs	We observed damaged plaster and very high moisture readings at the base of the wall of the stairs.	We recommend further investigations of the exterior of the concrete wall and review of the hydraulic plans to determine if there is sufficient drainage to prevent water from contacting the wall. It is possible applying a negative waterproofing membrane on the interior wall could work but there is no guarantee that the water would not present elsewhere without determining the detail behind the stairs and walls.	 

66	Common Area	Garage	We observed cracks and calcium leaching in the soffit of the concrete slab of the garage. It was noted that the rear balconies of the units are directly above the cracks.	Refer to Systemic Defect Type 6	
67	Common Area	Garage	We observed signs of calcium leaching on the concrete slab floor from the soffit above.	Refer to Systemic Defect Type 6	

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
68	Common Area	Garage	We observed cracks and calcium leaching in the soffit of the concrete slab of the garage and on the pipework. It was noted that the rear balconies of the units are directly above the cracks.	Refer to Systemic Defect Type 6	

69	Common Area	Visitors Carpark	We observed cracking and evidence of water ingress in the concrete walls of the garage. We measured the cracks to be approximately 1.2mm wide. There is also insufficient perimeter drainage to disperse any water ingress which can cause a slip hazard.	Refer to Systemic Defect Type 6	
70	Common Area	Visitors Carpark	We observed cracking and evidence of water ingress in the concrete walls of the garage surrounding the pipe penetration. We also observed a previous patch repair around the pipe penetration. There is water staining around the crack indicating that the patch repair has failed. There is also insufficient perimeter drainage to disperse any water ingress. The existing pebbles do not connect to any drainage and are therefore non-compliant.	Refer to Systemic Defect Type 6	
71					

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
72	Common Area	Visitors Carpark	We observed cracks and calcium leaching in the soffit of the concrete slab of the garage. It was noted that the rear courtyards of the units are directly above the cracks.	Refer to Systemic Defect Type 6	
73	Common Area	Visitors Carpark	We observed cracks and calcium leaching in the soffit of the concrete slab of the garage. It was noted that the rear courtyards of the units are directly above the cracks.	Refer to Systemic Defect Type 6	
74	Common Area	Eastern Fire Stairs	Evidence of Water Ponding and incorrect falls. We measure falls of 0.3 degrees.	Refer to Systemic Defect Type 4	

75	Common Area	Eastern Fire Stairs	Evidence of Water Ponding and incorrect falls. We observed falls of 0.3 degrees.	Refer to Systemic Defect Type 4	

Item No.	Unit / Area	Location	Site Observations and Comments	Recommendations	Photographs
76	Common Area	Eastern Fire Stairs	Evidence of Water Ponding and incorrect falls. We observed falls of 0.3 degrees.	Refer to Systemic Defect Type 4	
77	Common Area	Eastern Fire Stairs	Evidence of Water Ponding and incorrect falls. We observed falls of 0 degrees.	Refer to Systemic Defect Type 4	

78	Common Area	Planter Box adjacent to western stairs	Incorrect waterproof membrane termination on planter box wall. The soil height is above the waterproofing membrane termination.	Further investigations required to determine if planter box is leaking and contributing to water ingress in garage below and fire stairs adjacent.	

6.0 CONCLUSION

We have inspected the following areas at the request of Ms Jessica Cracknell, Strata Manager of Clisdells Strata Plus Pty Ltd, acting on behalf of the Owners' Corporation of Strata Plan 100155, following concerns raised by the Owners:

- Internal areas and balconies of all nominated units, where access was provided, refer to *Section 6.0* for list of units inspected.
- The internal and external common property; and,
- Lot 7, the roof, and solar panels

Our report is limited to these areas. This is not considered a scope of works and therefore cannot be used to tender out to a building contractor. Partridge can provide a scope of works for the recommended remedial works.

SYSTEMIC DEFECTS SUMMARY

The below table summarises the systemic (common) defects and non-compliances which we have found throughout the units and common areas during our inspections and investigations and should be addressed as a matter of priority.

Defect Type No.	*Systemic Defect*	*Affected Units*
1.	Water Ponding and Incorrect Falls in showers of Bathrooms and Ensuites	1, 2, 3, 4, 5, 6
2.	Strip Drains in Shower recessed in Tile Grout	1, 2, 3, 4, 5, 6
3.	Incorrect Balcony Waterproofing	1, 2, 3, 4, 5, 6
4.	Water Ponding and Incorrect Falls on Fire Stairs and Entry	Common Areas and Unit
5.	Rear Courtyard Waterproofing	1, 2, 3, 4, 6
6.	Cracks and Calcium Leaching in Garage Walls and Soffit	1, 2, 3, 4, 5, 6, and Common Areas.

MOVING FORWARD

Based on the defect observations in the table provided in Item 5.0 of this report, we recommend further investigations and repairs for the systemic defects Upon the Owners' approval, Partridge Remedial can begin preparing a detailed Scope of Works and remediation details deemed necessary, and then prepare a tender package which can be used by remedial contractors to price the works. The recommend scope of work would be as listed below:

Item No.	Recommended Remedial Works
1	Bathroom Waterproofing
2	First Floor Balcony Waterproofing
3	Improved Drainage and Waterproofing of Fire Stair & Entry
4	Rear Courtyard Waterproofing
5	Crack Injection

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:



Daniel Alderton
BEng (Hons 1)
Remedial Engineer

Reviewed by:



Wytse Teerling
B.B.E. (Bachelor of Built Environment)
Associate

Fee Proposal
REF:2110



Client:

Clisdells - SP100155
289-291 The Boulevarde
Miranda NSW 2228

Date: 29th June 2023

SYDNEY
REMEDIAL GROUP

SYDNEY REMEDIAL GROUP

QUOTE

JOB REFERENCE # 2110
DATE 29th June 2023

Mathew Nader
Mob 0451777000
mnader@sydneyremedial.com
www.sydneyremedialgroup.com.au
ABN: 66 614 042 858
License: 351714C

HEAD OFFICE:
33/32-38 Belmore Road,
Punchbowl, NSW, 2196

ATTENTION:
Clisdells - SP100155
289-291 The Boulevarde
Miranda NSW 2228

LOCATION:
289-291 The Boulevarde
Miranda NSW 2228

DESCRIPTION – Scope Of Works	**QTY**	**UNIT PRICE**	**TOTAL PRICE**
*Compilation of report detailing observations at abovementioned address with a recommended scope of works for repairs in line with systemic defects outlined in Partridge report dated 16.01.2023. *Allowance for compilation of recommended scope of repairs. *Recommendations to include tabulated items for each rectification item identified including the following information - •Item Number - Reference number for pricing purposes. •Repair Location - Location where the item can be found at the property. •Defective Items - The defect identified during the inspection. •Priority Level - Priority level reference in the report. •References - Any documents required to refer to when carrying out work. •Description - Brief description of the issue at hand. •Scope Of Works - Recommended scope of work required to repair the defect. •Photos - Photographic record of the identified defect. Note - Following compilation of scope a price can be	1	$26,000.00	$26,000.00

provided by SRG or others for all works, this scope of works does not include DBPA designs however pricing can be carried out based off scope and fees for designs assigned to items requiring.

SUBTOTAL:	$26,000.00
GST:	$2,600.00
TOTAL:	$28,600.00

All payments to be made to:
Sydney Remedial
BSB: 012-366
ACC: 461 809 822

Fee Proposal Valid For 60 Days.

Prices quoted within this proposal remain valid for a period of 60 days post issuance. Should acceptance post this period be sort amendments may be required.

THANK YOU FOR YOUR BUSINESS.



RECENT PROJECTS BROCHURE

Residential & Commercial Construction
Remedial Restoration Work
Insurance & Major Loss
Renovations

SYDNEY REMEDIAL GROUP



JOB SPECIFICATIONS

Year:	2020
Address:	22 Etham Ave. Darling Point
Property Type:	Class 2 Strata Apartments
Major Works:	Window Lintel Replacements Window Sill Replacements Façade Upgrade & Paint Render Crack Repairs Brick Stitching Roof Parapet Capping's Roof Repairs Shingle Replacement Driveway Restoration Mould Remediation
Job Duration:	50 Weeks
Staff & Management:	6

Multidisciplined Approach:

Our engineers were responsible for assessing the building's structural integrity, identifying any potential safety hazards, and designing a restoration plan that would address these issues. Our builders and rope access technicians then worked together to safely remove any damaged materials from and paint the building's exterior, while our carpenters and glaziers replaced any deteriorated woodwork or glass elements. Our paving trades were responsible for updating the building's outdoor spaces, creating a welcoming and aesthetically pleasing environment for visitors.

In addition to the structural repairs, our team also addressed any mould or water damage, ensuring that the building was free from harmful contaminants. Our mould remediation experts worked together to clean and restore the building's internal mould affected units in accordance with court orders.

22 ETHAM AVENUE, DARLING POINT

The team at SRG was responsible for a comprehensive restoration of 22 Etham Avenue's building exterior, with a focus on preserving its original architectural features while updating it to meet modern building standards. Our team worked tirelessly to ensure that the building's façade was restored to its former glory, while also ensuring that it was structurally sound and safe for public use.





REVIEWS

"Our experience from several remediation and renovation projects on our also 100-year-old harbourside building has proven that the SRG team can handle complications and risks from which other builders have run away. The solutions which they have delivered have been cost-effective and efficient. But, most importantly, they exceed expectations"

- Ray King



PORSCHE CENTER PARRAMATTA - SIME DARBY

Sydney Remedial Group is proud to have completed a successful remediation project for Sime Darby's Porsche Paramatta franchise. The project involved several key areas of concern, including roof and skylight flashing repairs, mould remediation in the showroom, plastering and painting, as well as basement line marking.

Overall, the project was a great success and we are proud to have been a part of it.



JOB SPECIFICATIONS

Year:	2021
Address:	326 Church Street Granville
Property Type:	Commercial
Major Works:	Roof Remediation Skylight flashing Repairs Mould Remediation Showroom Restoration Showroom Paint Head Office Water Damage Basement Line Marking
Job Duration:	20 Weeks
Staff & Management:	6



Multidisciplined Approach:

Throughout the project, we took great care to ensure that the expensive cars on the premises were fully protected from any damage. Our team of experienced professionals carried out the works efficiently and effectively, without disrupting the daily operations of the franchise.

The roof and skylight repairs were completed to a high standard, with a focus on ensuring the structural integrity of the building. Our team worked closely with the franchise to identify any areas of concern and developed a tailored plan to address these issues.

In the showroom, we carried out mould remediation, plastering and painting works to restore the space to its original condition. Our team worked quickly to minimize disruption to the business and ensure that the showroom could continue to operate as normal.

In the basement, we completed line marking works to improve safety and organization in the area. This was carried out with precision and care, ensuring that the area was fully operational as soon as possible.





JOB SPECIFICATIONS

Year:	2022
Address:	20 Badgally Road, Campbelltown
Property Type:	Commercial
Major Works:	Fire Damage Reporting Insurance Reporting Make Safe Structural Propping Hazardous Waste Removal Structural Demolition Restoration
Job Duration:	40 Weeks
Staff & Management:	6

Multidisciplined Approach:

The remediation works involved a range of skilled professionals, including demolition crews, hazardous chemical removal experts, structural engineers, builders, fire engineers, heavy equipment operators, and EWP operators. Our team coordinated the efforts of all these specialists to ensure a smooth and efficient remediation process.

Structural scaffolding played a crucial role in providing a safe and stable working platform for our team of experts during the remediation process.

In order to restore the damaged sections of the factory, specialist 'tilt up' concrete panels trades were engaged to assist in restoring the structure to its original condition. These panels, manufactured on-site according to precise specifications, offered numerous advantages such as enhanced strength, durability, and speed of installation.

20 BADGALLY ROAD, CAMPBELLTOWN

Sydney Remedial Group is proud to have been involved in the remediation of a fire-damaged factory at 20 Badgally Road Campbelltown NSW. Our team of experienced engineers was responsible for reporting, making safe and rectification on the damage caused by the fire.

Throughout the project, we worked closely with insurance forensic investigators, strata, the owner's corporation, and Campbelltown City Council to ensure that all work was carried out to the highest standards and in compliance with relevant regulations and guidelines





REVIEWS

"We have engaged Sydney Remedial Group to complete a variety of jobs for the strata schemes we manage across NSW. We have found that they have a very efficient team and maintain professionalism all the way. Matt presented himself as very knowledgeable in the building and construction industry, recommended the needed remedial work and prepared very comprehensive reports for the buildings insurance. We will be using their service again in the future and recommend their business to others"

- Cristina Browne (Elite Strata)

SYDNEY
REMEDIAL GROUP

















JOB SPECIFICATIONS

Year:	2023
Address:	30-32 Copeland Street, Liverpool
Property Type:	Class 2 Residential
Major Works:	Project Management Balustrade Upgrades Façade Make Safes Façade Restorations Roof Remediation Mould Remediation Water Damage Repairs
Job Duration:	52 Weeks - Ongoing
Staff & Management:	6

Multidisciplined Approach:

The project included project management of various remediation and make-safe works, including façade make-safes and restoration, balustrade make-safe and upgrades solutions, roof water ingress and restorations, structural remediation of pools and pool plant rooms, mould remediation, humidity control measures, terrace remediation of waterproofing layers, and planter boxes.

Our team of experienced professionals continues to work tirelessly with multiple specialist contractors to ensure that every aspect of the project is completed on time, within budget, and to the highest standards. We understand the importance of effective project management and communication with our clients, and we pride ourselves on keeping our clients informed and involved throughout the entire process.

REGIS TOWERS - 303-307 CASTLEREAGH STREET HAYMARKET NSW 2000

We are pleased to showcase our recent project at Regis Towers Haymarket, where we provide ongoing project management for a comprehensive range of remedial works worth up to $6 million.









JOB SPECIFICATIONS

Year:	2023
Address:	1 Lawson Place, Barden Ridge
Property Type:	Early Learning Centre
Major Works:	DA Process CC Process Construction Handover
Job Duration:	40 Weeks - Ongoing
Staff & Management:	6

Multidisciplined Approach:

Our experienced builders continue to work toward completion of this project, overseeing the entire construction process from start to finish. With meticulous attention to detail, the team manages all aspects of the project, ensuring quality workmanship and timely delivery.

Each of our trusted and experienced trades brings their unique expertise and skills, working together as a cohesive team to create a safe, functional, and visually appealing facility.



LITTLE FOOTPRINTS CHILDCARE –1 LAWSON PLACE BARDEN RIDGE

Our recent ground-up construction project for Little Footprints Childcare at 1 Lawson Place Barden Ridge showcases our diverse range of professions and their collective expertise.







REVIEWS

"From the initial consultation to the final completion, the professionalism and expertise displayed by the entire team were truly commendable. I highly recommend Sydney Remedial Group for any construction project. Their multidisciplinary team of tradespeople truly embodies the concept of a one-stop shop"

- Little Footprints Childcare



JOB SPECIFICATIONS

Year:	2023
Address:	40-52 Church St, Parramatta NSW 2150
Property Type:	Commercial
Major Works:	Demolition Works Restoration Works Epoxy Flooring Safety Engineering Access solutions
Job Duration:	8 Weeks
Staff & Management:	10

Multidisciplined Approach:

To elevate the functionality and convenience of the showroom, our construction professionals carried out a full restoration of a showroom area at Parramatta BMW. Works involved utilizing diamond grinding and Polyvacing techniques to establish a flawless canvas to showcase the exquisite vehicles.

Installing a state-of-the-art automated garage door to elevate the functionality and convenience of the showroom as well as introduce guardrail safety measures to ensure the protection of vehicles on elevated levels.

PARRAMATTA BMW – SIME DARBY

Sydney Remedial Group takes immense pride in the successful completion of our transformative project for Sime Darby BMW Parramatta. Our team of highly skilled construction professionals, engineers, and project managers worked diligently to convert office spaces into a stunning showroom, boasting exquisite finishes including epoxy flooring, guard rails, and an automated garage door.








SYDNEY
REMEDIAL GROUP

19 October 2021

The Owners Corporation - Strata Plan No. 100155
C/- Clisdells Strata Management
625 Princes Highway
ROCKDALE NSW 2216

Attention: Mr Mitchell Mattingley

Dear Owners,

RE: FEE PROPOSAL for a
BUILDING DEFECTS REPORT at
289-291 THE BOULEVARDE
MIRANDA NSW 2228
STRATA PLAN 100155
[QUOTE REQUEST 206582]

Thank you for inviting Partridge Remedial Pty Ltd to provide you with this proposal for the professional fees to act as structural and investigative engineering consultants for the above project.

In preparing our proposal we have reviewed the Quote Request, undertaken a desktop study of the building and considered the most efficient way of our providing our services drawing on our experience with similar projects.

We understand this building comprises 7 Residential Lots over 2 Levels, Ground Floor and 1 Basement Car Parking Levels.

SCOPE OF WORKS

We understand that the scope of our work is as follows:

Item 1 Option 1 - Common Property Only (incl Roof if safely accessible)

Part 1 Carry out visual inspections of the accessible common property at the above address, including basement car park, internal and external common areas and facades.

We anticipate that the inspections will be carried out by Mr Jacob Hamwood, Senior Project Manager, with the assistance of another project manager as required.

We will require a copy of the strata plans and any architectural and structural drawings that are available prior to commencing the inspection.

t 612 9460 9000 | Sydney Level 5, 1 Chandos Street, St Leonards NSW 2065 Australia
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
990 521
– 11 608 027 578

Part 2 Prepare a Remedial Engineering Building Defects Report that provides the following information:

a) What is the location of the defect?
b) What is the nature and extent of the defect?
c) What is the cause of the defect?
d) What is the likely remediation work required for each defect?

Item 2 **Option 2 - Common Property and all Individual Units (6 Units and Roof if safely accessible)**

Part 1 Carry out an inspection of the accessible common property at the above address including the basement car park, internal and external common areas and facades and 6 individual units and roof space at the building.

We anticipate that the inspections will be carried out by Mr Jacob Hamwood, Senior Project Manage6r, with the assistance of another project manager as required.

We will require a copy of the strata plans and any architectural and structural drawings that are available prior to commencing the inspection.

Part 2 Prepare a Remedial Engineering Building Defects Report that provides the following information:

a) What is the location of the defect?
b) What is the nature and extent of the defect?
c) What is the cause of the defect?
d) What is the likely remediation work required for each defect?

Item 3 Upgrade of the Remedial Engineering Building Defects Report to a litigation compliant Expert Witness Report that provides the following information:

a) What is the location of the defect?
b) What is the nature and extent of the defect?
c) What is the cause of the defect?
d) Is the defect a breach of any of the statutory warranties contained in Section 18B of the *Home Building Act (NSW) 1989*?
e) For each breach of Section 18B of the *Home Building Act*, state the precise way in which there has been non-compliance with the statutory warranties.
f) For each breach of Section 18B, the method of rectification deemed necessary

OUR SERVICES

Your investment in our professional services will be charged as follows:

Item 1:	**Option 1 - Common Property Only**	
Part 1	Carry out Inspection of all common property	$ 2,460 + GST
Part 2	Preparation of Remedial Engineering Building Defects Report	$ 3,840 + GST
Item 2:	**Option 2 - Common Property and all Individual Units (6 Lots)**	
Part 1	Carry out Inspection of all common property and all accessible individual lots	$ 3.240 + GST
Part 2	Preparation of Remedial Engineering Building Defects Report	$ 5,180 + GST
Item 3:	Upgrade of the Remedial Engineering Defects Report to a litigation compliant Expert Witness Report	$ TBC** + GST

$TBC** - This value will be available once the scope is known. The scope will allow us to provide the Owners with a fair and reasonable value that is commensurate to the task.

Should additional works be required these could be carried out at our standard average hourly rates current at the time the work is carried out.

At present our hourly rates are:

Rate Group	Rate
Secretary / Admin / Technician	$ 100
Junior Draftsperson	$ 110
Draftsperson	$ 125
Senior Draftsperson	$ 160
Senior Design Draftsperson	$ 190
Engineer / Assistant Project Manager	$ 150
Design Engineer / Project Manager	$ 190
Senior Engineer / Senior Project Manager	$ 230
Associate	$ 270
Hydraulic Director	$ 300
Director	$ 350
Expert Witness	$ 400
Senior Remedial Director	$ 400

GST will be added.

We have not allowed to organise access arrangements for the inspection and suggest this is undertaken by a representative of the Owners' Corporation or the Strata Manager. Should we be required to carry out this additional service it would conducted on an hourly rate basis.

The inspection process should be organised to maintain continuity of the inspections i.e. maximum of five (5) minutes delay between any scheduled inspections. Any additional inspections that are required to be undertaken due to extended interruptions in the scheduled inspection process will be carried out on an hourly rate basis.

Should further reports or addendums including cost estimates be required after completion of the report, these would incur an additional charge.

We can also provide the following services: -

- Upgrade to a litigation compliant remedial engineering report;
- Prepare Scope of works/Specification/Method of Repair;
- Call Tenders, including accompanying tenderers through site;
- Tender Evaluation and Recommendation on tender quotations; and
- Project Management – to supervise the rectification works and administer the contract.

We can provide a fixed lump sum for these services after agreement on the extent of remedial works.

Expert Witness Services Reports which are beyond our structural engineering and building expertise include: -

- BCA/Planning Compliance
- Fire Engineering
- Mechanical / Air Conditioning Engineering
- OH&S Compliance
- Glazing and Façade Engineering

We have been associated with over four hundred projects involving the forensic investigation, preparation of detail reports, recommended remedial works, preparation of tenders and specification, and also the administration of the repairs.

We have been involved in preparing Expert Witness Building Reports on:

- Rockpool, 1 - 3 Jenner Street, Little Bay
- Casba, 18 Danks Street, Waterloo
- EastPoint and WestPoint, 72 Mann Street & 12 Baker Street, Gosford
- 88 Lagoon Street, Narrabeen
- Top of the Town, Darlinghurst Road, Darlinghurst
- Beau Monde, 77 Berry Street, North Sydney
- The Milson, 48 Alfred Street, Milsons Point
- Coral on the Coast, The Entrance Road, The Entrance
- Pendium Apartments, Garfield Street, Five Dock

For a more comprehensive view of our general expertise please visit our web site on www.partridge.com.au.

We have been providing our expert advice for over thirty years for projects involving the forensic investigation, preparation of detailed reports, recommended remedial works, preparation of tenders and specification and also the administration of the repairs.

We have also been involved in several hundred projects which have required claims against builders or insurance policies, including the following medium density residential projects, which we have recently carried through to completion of repairs:-

- ‘Cove Apartments’, Harrington Street, Sydney
- ‘Eco One’ and ‘Eco Two’, Grandstand Parade, Zetland
- ‘Icon Apartments’, Macleay Street, Potts Point
- ‘High Park Towers’, Brown Street, Chatswood
- ‘Forum West’, Herbert Street, St Leonards

- 7 Freeman Road, Chatswood
- 'Grandview Apartments', 70-72 Alfred Street, Milsons Point
- 'St Margaret's', 417-469 Bourke Street, Surry Hills
- 84-90 McLachlan Avenue, Rushcutters Bay
- 546-562 King Street, Newtown
- 41-45 Sutherland Street, Neutral Bay
- 33-35 Abbott Street, Cammeray
- 581-583 Elizabeth Street, Surry Hills
- 9 Haynes Street, Neutral Bay
- 2a Palmer Street, Cammeray
- 299 Elizabeth Street, Sydney

OUR APPROACH TO YOUR PROJECT

Your investment includes a number of very important aspects:-

- You will receive the personal involvement of Mr Adam Hely an Associate of our practice, with the assistance of an Engineer/Project Manager as required. A copy of Mr Hely's Curriculum Vitae is enclosed.
- Mr Nicholas Joannides, Senior Remedial Director of our practice, who has over forty (40) years' experience in structural and remedial engineering, will be involved with the project as and when required. A copy of Mr Joannides' Curriculum Vitae is enclosed.
- You will have the benefit of our experience and knowledge gained with many similar projects, which we have successfully designed in the last thirty-five (35) years. For a more comprehensive view of our general expertise please visit our web site on www.partridge.com.au.
- As professional chartered engineers, registered under the National Engineering Register (NER), we keep up-to-date on the latest structural building codes and we are familiar with new building methods, materials and techniques.

CLASS 2 BUILDINGS - DESIGN & BUILDING PRACTITIONERS ACT (DBP)

The new Design & Building Practitioners Act 2020 (NSW) came into effect on 1st July, 2021, the act imposes additional obligations, procedures, and registration requirements that impact engineers, architects, designers, builders and certifiers. The new regulations and legislation that we are required to follow create significantly more administrative requirements than the system we have worked to for the last 20 years.

As this is an all-new system for our industry, consulting firms are still coming to terms with the new requirements – some of which are still ambiguous and unclear as the government regulator and practitioners navigate the logistics of the system. As such, the additional time and costs involved with complying to and following the new system are still being realised.

Until such time as these additional costs and procedures become better established, any additional work or time required to address the DBP's Act specific requirements will be undertaken and charged at our standard hourly rates. This includes the preparation of any design compliance declarations; preparing drawings or specifications in a format to be uploaded to the planning portal (including ongoing amendments and re-uploading to the portal); maintaining registers; additional inspections and so forth. Our standard hourly rates are outlined within this proposal.

HAZARDOUS MATERIALS SURVEY

- As part of Partridge due diligence, depending on the age of the building (pre 1980's), we will notify the Owners if we observe any building elements that may require a hazardous materials survey in order to facilitate any further investigation or remedial works deemed necessary. This may also assist the Owners in complying with the relevant WHS requirements and obligations to occupants of the building.
- In our experience, should this survey be required, we recommend the appointment of a qualified occupational hygienist or professional risk management consultant to undertake the services.
- If required we can recommend an experienced consultant who specialises in the field of risk management and hazardous materials surveys.

ACCEPTANCE OF PROPOSAL

Please sign and return this page so that we can commence work for you. Our terms and conditions are generally in accordance with those of Consult Australia, and a copy is attached. This fee proposal is valid for acceptance and commencement within the next three months. By signing below, you confirm that you authorise Partridge Remedial Pty Ltd to proceed with the work detailed, for the fee outlined above, and that you are responsible for the payment of all invoices.

We look forward to creating a successful project together with you. Should you have any questions please call me.

Yours faithfully,
Partridge Remedial Pty Ltd



Adam Hely
B.Building (Construction Management) Reg PM
Associate

Received and accepted, for the Client

Signed……

Date……

Generally speaking, invoices will be issued as progress claims on a monthly basis as our work proceeds, and emailed to you. All payment claims are made under the Building and Construction Industry Security of Payment Act. Payment is required within 14 days of the date of the invoice. Overdue invoices, if required to be re-sent, may incur an administration fee of $25 + GST per month, and interest may be charged at a rate of 13% per annum from the date of the invoice.

To assist us in setting up our file, and to ensure we have your full contact details, kindly provide the following information:

Client's full name ……..

Client's phone numbers ……(w) ……..……..(h) ……....(mob)

Client's billing address ……

……

Client's email for billing ……...

Invoices are to be sent: *(please tick as appropriate)*

☐ via email directly to the client at the above email address

☐ via email c/- the strata manager or project manager for processing immediately and forwarding on to the client

REMEDIAL ENGINEERING REPORTS

Maroubra Ambulance Station, Maroubra



Corrosion to Structural Members

Ambulance NSW Maroubra station is located in a very corrosive environment within 100m of the surf coast. The building had obvious signs of corrosion to the exposed roof elements.

Partridge was engaged to investigate and identify the extent of corrosion of the structural roof members and formulate a repair method.

Partridge managed the investigation and remedial works whilst maintaining operation of the ambulance station.

'Ikon Apartments' 81 Macleay Street, Potts Point



Failed External Waterproofing

Partridge was appointed as remedial expert witness consultants by the Owners Corporation for IKON Apartments due to defective building works being identified by the unit owners and building manager following building refurbishment.

Partridge was asked to prepare an expert witness report for the building defects for litigation purposes.

As part of the reporting process, Partridge investigated the potential source location of all water leaks into the basement car park, plant rooms, balconies and roof.

51 Moonee Street, Coffs Harbour



Façade Remedial Works

The Department of Housing was looking for a resolution to long-standing building defect problems including water ingress through the roof and facades, concrete spalling, brickwork delamination, and long term deterioration to the façade coating.

Partridge carried out detailed site investigations including localised exploratory works to expose the existing configuration of the waterproofing system and drainage provisions.

PROJECT MANAGEMENT

"Montrose" 206-210 Ben Boyd Road, Neutral Bay



Façade and Glazing Remedial Works

Partridge was engaged as Project Managers for a fifteen storey residential apartment block to manage the façade upgrade and maintenance repairs of the building.

Following initial site inspections and investigations, Partridge developed a scope of works for remedial building works deemed necessary and were commissioned by the Owners Corporation to oversee the entire process including the tender procurement and onsite remedial works.

'Eco One, Eco Two' 11 Grandstand Pde, Zetland



Façade Rectification & Exploratory Works

Partridge was engaged directly by the Owners' Corporation of this multi-storey residential apartment complex to prepare a building defects report for the purpose of an insurance claim.

The defects included: inadequate waterproofing; concrete spalling; delamination external face of composite external walls and defective construction joints.

This was a home warranty insurance claim leading to project management of the remedial works.

20 Eve Street, Erskineville



Water Testing, Exploratory & Remedial Works

A complex of 100 units required extensive water testing and exploratory works to confirm the remedial works required so a suitable repair strategy could be formulated.

The investigation process required access to approximately 30 units over a period of two months.

Following completion of the investigation works the Remedial works were successfully completed within the project budget.

EXPERT WITNESS REPORTS

Mid Rise World Tower Apartments, Sydney CBD





Legal Expert Witness – Building Defects

Partridge was engaged to carry out inspections and prepare an Expert Witness Report which identified defective items under the original building contract. The Mid Rise Strata Plan inspected contains 235 residential apartments, swimming pool, sauna, spa, plant room, community facilities, and basement car park.

Defects included items such as:

Water Ingress, Corrosion, Calcification, Excessive Cracking, Inadequate Movement Joints, Poor Drainage, Deterioration of Balcony Soffit, Corroding Fire Sprinklers and Loose Balustrades.

'Beau Monde' 77 Berry Street, North Sydney



Legal Expert Witness – Building Defects

Partridge was engaged to carry out inspections and prepare an Expert Witness report which identified defective items under the original building contract.

'Beau Monde' consists of 241 Residential Apartments, as well as Commercial and Retail spaces.

Defects included items such as:

Internal Water Damage and Swelling, Failed Balcony Waterproofing, Corroding Steel Work, Calcium Leaching and Discolouration to Tile Grout in Bathrooms, Spalling Concrete to Facades.

'The Residence' 18 College Street, Sydney CBD



Defect Liability Period Audit

Following this development reaching Practical Completion, Partridge was engaged to review the entire building and compile a defects list that could be issued to the contractor to ensure building defects were rectified.

The 'Residence' contains 87 Apartments, 2 retail lots, 3 main plant areas, and common facilities such as swimming pool, spa, sauna and steam room, a gym, a resident's lounge and wine room, all spread out between 3 levels and 3 basement levels which includes 25 car stackers.

FORENSIC INVESTIGATION

25-31 Johnson Street, Chatswood



Internal Concrete Slab Spalling Repairs

Partridge removed the magnesite toping to reveal corrosion of reinforcement so severe the reinforcement corroded before it had the chance to display the typical expansion signs.

Partridge was challenged with the task of identifying and resolving the source of moisture causing corrosion, which turned out to be numerous as well as replacing the unforeseen quantity of corroding steel whilst remaining within the Owner's budget.

Partridge not only repaired the structure but also added value with quality finishes without breaking the budget.

Ambulance NSW Headquarters, Rozelle



Multiple Building Condition Assessment

Ambulance NSW headquarters consists of eight buildings (single and multistorey) over 50 years old. The buildings had a poor maintenance record.

Partridge was asked to review the condition of the buildings and provide a scope of works for the make safe and upgrade of each building to ensure the continued suitability of the site as a home to NSW Ambulance and it's trainees.

The reporting process identified several causes of defects including corrosion to window lintels and inadequate waterproofing, resulting in concrete spalling.

'Taragon Apartments' Harris Street, Ultimo



Investigation of Louvre Failure

Following the detachment of a sliding louvre panel from the eight storey building and its falling to the ground, Partridge was engaged to investigate the failure.

Partridge's challenge was to forensically reconstruct the sequence of events that led to failure of the sliding mechanism and subsequent detachment from the head rail.

FAÇADE RECTIFICATION

'Deepdene' 110 Elizabeth Bay Road, Elizabeth Bay





Window and Replace Façade Waterproofing

Partridge were engaged to investigate ongoing water ingress surrounding the precast panels and window sashes.

After the competitive tender was approved, Partridge was engaged to Project Manage the remedial works which included resealing the existing movement control joints, remediating areas of concrete spalling, replacing curtain wall glazing and applying a new façade coating.

Metroplaza Building, North Sydney



Detached Stone Cladding

The building owners had concerns regarding the installation of the large areas of stone façade after a number of granite tiles had fallen from the podium concourse level onto the public footpath. The installation includes areas of mechanically attached stone as well as large expanses of stone tiling.

Partridge was engaged to prepare a report on the adequacy of the installation and to provide recommendations for any rectification work required.

251 Oberon Street, Coogee



Concrete Spalling Repairs and Window Replacement

This original 1960's red brick property was inspected by Partridge and several defects were identified including concrete spalling and defective windows, which typically occurred throughout the building.

The entire building was enclosed by scaffold so the façade could be repaired and re-rendered and all windows and sliding doors replaced.

FORENSIC INVESTIGATION & STRUCTURAL REPORTING

Residential Buildings

Investigation and preparation of reports for spalling concrete to balconies and exposed slab edges and water penetration through ground floor slab. Project management including preparation of specification of remedial works, tendering, contract administration and site supervision of many buildings including:

- 13 storey Military Rd, Mosman
- 7 storey (Dolphin Square), Surry Hills
- 10 storey Victoria St, Potts Point
- 10 storey Elizabeth St, Surry Hills
- 56 units Palmer St, Cammeray
- 3 storey Sutherland St, Neutral Bay
- 4 storey Pittwater Rd, Narrabeen
- 18 units Oberon St, Coogee
- 4 storeys Blackfriars, Chippendale
- 28 units McLauchlan St, Rushcutters Bay
- 55 units Cleveland St, Surry Hills
- 30 units Denison St, The Entrance
- 6 units Parriwi Rd, Mosman

Building Audit Reports

Full building defect reports leading to preparation of maintenance programs for rectification for:

- 11 storey residential building, Atchison St, St Leonards
- Formerly St Margaret's Hospital site – 5 new and refurbished building of 3 to 12 storeys
- 67 units residential building, King St, Kings Row, Newtown

Smaller Works

We have investigated numerous small, domestic scale projects, such as:-

- Failed retaining walls
- Underpinning
- Eroded driveway slabs
- Foundation movement
- Corroded lintels
- Concrete cancer
- Compactus loading certification
- Core hole penetration
- Internal wall removals
- Dilapidation reports

Commercial Buildings & Facades

Investigation and preparation of reports for precast and glass building facades for "make-good" repairs, life-time expectancy studies, supervision of façade rectification & upgrading. Projects include:

- Royal Prince Alfred Hospital, Camperdown – façade report of all building envelopes.
- Sydney Water Head Office, Bathurst Street, Sydney – concrete carbonation studies.
- 12 Storey Office, Elizabeth St, Sydney – glazing report & repair.
- 13 Storey Office, Chatswood - glass & granite curtain wall assessment & repair.
- Metroplaza Poduim, North Sydney – granite tile adhesion assessment.
- 12 Storey Offices, Milsons Point – new aluminium overcladding.

Adam Hely



Title Associate

Qualifications Bachelor of Building (Construction Management)
Associate Diploma of Structural Engineering
National Project Management Certification, Australian Institute of Project Management

Professional Affiliations Reg PM Australian Institute of Project Management

Special Competence Supervision of Remedial, Structural, and Civil works;
Forensic Engineering; Remedial Engineering;
Project Management
Risk Evaluation
Value Engineering
Heritage Buildings
Client Relationships
Team Leadership

Experience

Partridge Remedial Pty Ltd
Associate

2016 – Present Associate, Partridge

With extensive experience across engineering and construction industries for more than 25 years, Adam joined the Partridge Remedial team in 2016 and bought along his skill sets ranging from forensic investigation, water ingress, defect reports, waterproofing system design, and expert witness reports. His range of previous experience across remedial, commercial, industrial, heritage, and transport projects allows him to adapt to meet the client's needs. An honest approach and developing a strong understanding of what drives the client has been integral in Adam developing and maintaining successful long-term relationships across a diverse range of projects.

23 Waiwera Street, Lavender Bay - NSW

Report, Specification and Superintendent role for external renovation of a heritage building containing 23 Units

Hornsby Aquatic Centre – NSW

Expert advice on pool tiling

17 Warby Street, Campbelltown - NSW

Superintendent role for external renovation of common areas of 69 Units

92 Parramatta Road, Lidcombe – NSW

Expert Report on waterproofing of commercial wet area.

296-300 Kingsway , Caringbah – NSW

Report, Specification and Superintendent role for waterproofing, plumbing and external renovation

Hornsby Water Clock

Technical remedial advice on the existing condition of the clock and viability

12 Gas Works Road, Waverton – NSW

Multiple projects across the Wondakiah precinct

1a Coulson Street, Erskineville - NSW

Royal Prince Edward Yacht Club, 160 Wolseley Road, Point Piper – NSW

Report and Specification on remedial of heritage building from footings to rafters.

Expert Witness Report for Common Area Defects of 174 Units.

Galston Aquatic and Leisure Centre - NSW

Report, Specification and Superintendent role for concrete report of the pool casing, and superstructure condition report

21-69 Regent St, Redfern, NSW

Superintendent role for external renovation of common areas of 96 Units-

2b Wentworth Street, Darling Point, NSW

Report, Specification, Expert Witness and Superintendent role for internal and external renovation of 11 Units

1-3-5 Park Lane, Chippendale– NSW
Expert Witness Report for 155 Units and common areas

Hermitage Hill – 68 Village Drive, Breakfast Point – NSW
Expert Witness Report for 69 Units and common areas

Casba – 18 Danks Street, Waterloo – NSW
Expert Witness Report for 69 Units and common areas.

23-27 Playfield Street, Chermside – QLD
Expert Witness Report for 69 Units and common areas

36-40 Canberra Avenue, Canberra - NSW
Expert Witness Report for 34 Units and common areas

30-32 Briens Road, Northmead – NSW
Expert Witness Report for 24 Units and common areas

18-20 Scenic Hwy, Terrigal - NSW
Expert Witness Report for 12 houses and common areas

Building A - 20-24 Levey Street, Wolli Creek – NSW
Defects report for common areas of 89 Units and associated car parking

Building B - 20-24 Levey Street, Wolli Creek – NSW
Defects report for common areas of 124 Units and associated car parking

Building C - 20-24 Levey Street, Wolli Creek – NSW
Defects report for common areas of 124 Units and associated car parking

46 Wentworth Avenue, Surry Hills NSW
Defect Report for 37 Units and Common Areas

72-80 Mann Street Gosford NSW
Defect Report for common areas and 170 Units across two towers and associated car parking

2014 – 2016 Acor Consultants, Specialist Building Consultant

2004 – 2013 Aurecon, Project Manager

2002 – 2004 Osprey Mott MacDonald, UK, Assistant Project Manager

1998 – 2001 Acor Consultants, Specialist Building Consultant

Nicholas Joannides



Title Group Director, Principal Remedial

Qualifications Bachelor of Engineering, BE (First Class Honours), UNSW, 1977

Masters of Engineering Science, MEngSc
UNSW, 1980

Professional Affiliations/ Registrations

NER National Engineers Register, Structural
CPEng Chartered Professional Engineer
APEC Engineer Asia Pacific Cooperation Engineer
IntPE (Aus) International Professional Engineers
Fellow, Institution of Engineers Australia
Member, Association of Consulting Engineers, Australia
Member, Association of Consulting Structural Engineers, Australia
Member, Master Builders Association, Australia
Registered Professional Engineer of Qld (RPEQ 06538)
Building Services Provider Licence, Tasmania, Certified Qualified Person Tasmania, Civil Engineering
Registered Professional Engineer NSW (PRE0001069)
Design Practitioner NSW–Structural, Civil, Facade (DEP0001480)

Special Competence Expert Opinion Evidence, Structural Design and Supervision, Forensic Engineering, Remedial Engineering; Project Management, Heritage Engineering

Experience

1983 – Present Director, Principal - Partridge Remedial
Director – Partridge Structural

Nick became a director in 1987, after joining Partridge in 1983 and has combined a distinguished educational background with acutely practical construction experience. He has a particular interest in the economic design of domestic and multi-storey residential projects, in investigative and forensic engineering and the application of new and innovative rectification techniques.

Nick is Director-in-Charge of investigative reports and remedial works including specifications, contracts and project management. He has provided expert advice on various structural engineering and building disputes and litigation on more than two hundred occasions.

Nicholas has a keen interest in Heritage Engineering and has been sought out by clients requiring a sympatric restoration in keeping with the heritage of the building.

Some examples of projects he has been directly responsible for the detailed design and supervision are as follows:

Projects:

- Hermes Flagship Store, King Street, Sydney
- Queen Victoria Building, George Street, Sydney
- Sydney Zoo, Western Sydney Parklands, Bungarribee Park.
- Registrar Generals Building, Roof Refurbishment, Sydney
- Aluminium Framed Housing, NSW, TAS, VIC, NT, QLD.
- 6-Storey Bond Store Conversion to Boutique Hotel, Goulburn Street, Sydney
- Knox Grammar School – Senior Studies Academy & Science Technology buildings.
- Strickland House Refurbishment, Vaucluse.
- Steiner Schools, Kamaroi Belrose, Central Coast NSW, West Coast WA.
- Apple Stores, Australia wide – Glass design fit-outs.
- The Edge Maxvision Cinema, Katoomba, NSW.
- 6-Storey Residential Development, Port Macquarie.
- Residential Tower Building Façade, Brown Street, Chatswood.
- Harvey Norman Retail Facility, Penrith.
- Sydney Electricity Building Façade, George Street, Sydney.
- Historic Residence Restoration, “The Abbey”, Annandale Road, Annandale.
- “Streets” Factory expansion. Magnum Place, Minto, NSW –
- Spanish Quarter Awnings, Liverpool Street, Sydney.
- Sydney Aquarium, King Street, Darling Harbour, NSW – Modifications.
- Waldorf School, Armidale and Perth – Additions.
- Glenaeon School, Middle Cove, NSW – Additions.
- The Rocks Centre, The Rocks, NSW – Upgrade and alterations.
- 8-Storey Residential / Commercial Building, Anzac Parade, Kingsford.
- Swiss Grand Hotel, Campbell Parade, Bondi Beach, NSW.
- Federal Police Headquarters Building, Northbourne Ave, Canberra, ACT.
- Immigration House, Commercial Residential Building, The Rocks, NSW.
- MMM Cables, Heathcote Road, Liverpool–New warehouse/factory buildings.
- Office/Warehouse, Berkeley Vale, Wyong.
- Bond Store Conversion, 10-Storey Office Building, 222 Clarence St, Sydney.
- Leigh Mardon Printing Facility Warehouses, Botany.
- 20,000m2 Factory, Regents Park.
- Eastern Distributor Control Room, Woolloomooloo – Videowall installation.
- Ecoshelta Prefabricated Modular Buildings.
- Primo Smallgoods Cold Store Facility and Factories; Warnervale, Preston, Chullora & Greenacre.
- Sydney Airport, Mascot, NSW – Refurbishment upgrade.
- BHP, Port Kembla – Circulating liquor coolers.
- Cold Storage Facility, Ingleburn.
- 3-Storey Storage Facility, Harris Park.
- 6-Storey Office Development, Gladesville.
- 6-Storey Office Development, Hurstville.
- 5-Storey Residential/Commercial building, Cliff Street, Milsons Point.
- Cobham Remand Centre, Cobham.
- Northern Beaches Christian School, Terry Hills, NSW.
- Epping Boys High School, Epping, NSW.
- Cronulla Cinemas, Cronulla, NSW.
- Tranby Aboriginal College, Glebe, NSW.
- Piermont Estate, Tasman Highway, Swansea, TAS.
- Leagues & Shire Clubs, NSW – Multistorey carparks.
- Muswellbrook Council Chambers, Muswellbrook, NSW.
- Sydney 2000 Olympics – Opening and closing ceremonies.
- Mad Max Movie Sets.
- Over 4000 New Houses.
- Over 5000 Residential Alterations and Additions.

Expert Reports:

- Opal Tower, Sydney Olympic Park, Homebush
- Mascot Towers, Residential Building Opinion, Bourke Street, Mascot
- Royal Prince Alfred Hospital, Missenden Road, Camperdown.
- Multi-Storey Tower, formerly Sydney Water Head Office, Pitt St, Sydney.
- North Sydney Leagues Club Car Park, Cammeray.
- Erskineville Town Hall, Erskineville Road, Erskineville.
- Office and Carpark, Eastern Valley Way, Chatswood.
- Multi-storey Residential Building, Elizabeth Street, Sydney.
- Multi-storey Residential Building, Princes Highway, Sutherland.
- Retaining Wall Failures; Concrete, Blockwork, Crib Walls.
- World Tower Mid-Rise, Multi-storey Residential, Liverpool Street, Sydney
- AgriBio Research Facility Building, La Trobe University, Melbourne.
- Warehouse Building, Marrickville.
- Warehouse Pavements, Industrial Estate, Regents Park.
- Industrial Estate, Hale Street, Botany.
- Multi-storey Facade, Macquarie Street, Sydney.
- Carpark Structure, Bowling Club, Port Macquarie.
- Multi-storey Residential Buildings, Lagoon Street, Narrabeen.
- Warehouse Slabs, Port Brisbane, Queensland.
- Residential Building Conversion Report, Goulburn Street, Sydney
- Residential Housing, Griffith.
- Multi-storey Residential Building, King Street, Sydney.
- Multi-storey Residential Building, Macleay Street, Potts Point.
- Residential Building Damage, Eyre Street, Kingston, ACT.
- Multi-storey Residential Building, Alfred Street, Milsons Point.
- Residential Buildings, Kenyons Road, Merrylands.
- Adjoining Site Excavation Building Damage, Phillip Street, Redfern.
- Multi-storey Residential Building, College Street, Hyde Park, Sydney.
- Multi-storey Residential Building, Como Crescent, Southport, Queensland.
- Multi-storey Residential Building, Berry Street, North Sydney.
- Adjoining Site Excavation Building Damage, Oxford Street, Bondi Junction.
- Façade Building Defects, Thompson Street, Tweed Heads.
- Multi-storey Residential Buildings, Mungo Scott Place, Sydney.
- Multi-storey Residential Building, King Street, Sydney.
- Adjoining Site Excavation Building Damage, Maroubra Junction.
- Multi-storey Residential Building, Victoria Street, Darlinghurst.
- Residences Building Defects Reports, Boral Moorebank Estate, Moorebank.
- Multi-storey Residential Building, King Street, Sydney.
- Council Swimming Pool, Structural Report, Moree
- Multi-storey Residential Buildings, Danks Avenue, Waterloo, Sydney.
- Multi-storey Residential Building, King Street, Sydney.
- Ashfield Mall Shopping Centre, Adjoining Building Damage, Ashfield
- Multi-storey Residential Buildings, Canberra Avenue, Canberra, ACT.
- Factory Building Damage, Rothschild Avenue, Sydney.
- Multi-storey Residential Buildings, Pine Street, Little Bay.
- Multi-storey Residential Buildings, Cowper Street, Parramatta.
- Concrete Batch Plant Claim, Tattersall Road, Merrylands.

Nicholas Joannides has provided Expert Opinion on:

- Adjoining Site Excavation Disputes, various sites over thirty (30) cases
- Retaining Wall Failures; including Crib Block, Segmental Walls, Concrete.
- Fire Damage Reports; Wentworthville Shopping Centre, Primo Warehouse Greenacre
- Brickwork Failure, 36-38 Zaara Street, NEWCASTLE WEST
- AFS Wall Cladding Failures, Various Buildings, NSW, QLD, TASMANIA
- Glass Damage Reports; Apple Stores George Street Bondi, Knox Grammar School

Nicholas Joannides has also been appointed, as directed by the Courts, or agreement between parties, in providing Single Expert building defects Report or Determination, in resolution of claims for:

- "Hermitage Hill", 68 Village Drive, BREAKFAST POINT
- 9 Marion Street, AUBURN
- "Fleetview", 66 Bowman Street, PYRMONT
- "The Forum", 310-330 Oxford Street, BONDI JUNCTION

CIVIL PROCEEDINGS:

He has provided expert advice on various structural engineering and building disputes and litigation matters appeared on more than one hundred (100) occasions before:
NCAT, NSW Supreme Court, NSW District Court, ACAT and Supreme Court of Queensland.

TECHNICAL PAPERS/ PRESENTATIONS

- "Design Aspects of Glass Balustrades" ACEA, May 2005.
- "Brickwork: Façade or Failure", Nov 2013, S.E. Architects
- "Stuffups, Collapses & Failures", Paynter Dixson, Dec 2008
- "Corrosion of External Steel Members" Partridge 2014
- "Subsidence/Settlement of Buildings" Partridge 2014
- "Concrete Spalling" Partridge Website 2013
- "Retaining Wall Failures" Partridge Website 2013
- "Water Leaks" Partridge Website 2014
- "Case Study - City Mews, Structural Engineering Remediation" – Engineers Australia Brisbane Dec 2019
- "Heritage Engineering & its Legal Implications", HEI Course Uni of Canberra Sept 2021
- Case Study The Abbey – Heritage Week Engineers Australia Oct 2021

CONTINUING EDUCATION

He has attended seminars, conferences and workshops and provided presentations in his continuing professional education.

He has participated in various professional development programs for the Engineering Societies ACEA and ACSE including the Temporary Shoring, Practice Notes, Continuing Professional Development and the Technical Seminar Committees.

1981 - 1983 Taylor Thompson Whiting, Senior Engineer

Senior Engineer
Responsible for the structural design of a variety of large commercial and institutional projects including Runaway Bay, Qld; Chinatown Centre, Sydney.

For six months, he worked as an on-site resident Engineer, supervising construction of Shellharbour Shopping Centre, Wollongong.

1977 – 1981 Longworth & McKenzie, Engineer
Engineer

Involved in the structural design of a variety of industrial, commercial and materials handling projects, with a diversity of building and construction materials.

Projects included the Hunter Valley No. 1 Coal Loader, alterations to Port Kembla Steel Works for AIS, and various Transmission Towers for the Electricity Authorities, and Sydney Police Centre.

He was on site for six months supervising the “concrete cancer” rectification works to the inground coal bunkers at Washery and Coal Loader at Catherine Hill Bay. He was also seconded to Brisbane for a short term in the design of various power station works and Fisherman’s Islands Brisbane Coal Terminal.

AGREEMENT FOR THE PROVISION OF CONSULTING ENGINEERING SERVICES

1. Partridge Remedial shall provide to the Client the consulting engineering services described in the accompanying letter together with such other services as may be agreed from time to time in writing (the "Services").
2. Partridge Remedial shall provide the Services with such skill, care and diligence as is generally exercised by competent members of the engineering profession performing services of a similar nature, at the time the Services are provided.
3. The Services will be performed at either or both the site of the project (the "Site") or at other places reasonably required by Partridge Remedial. Where the locations of Partridge Remedial's work are not under Partridge Remedial's control (including the Site), the Client must provide reasonable access to allow Partridge Remedial to fulfil its obligations (including to provide the Services).
4. The Client shall, at its own cost, as soon as practicable make available to Partridge Remedial all information, documents and other particulars relating to the Client's requirements for the project as is necessary for Partridge Remedial to carry out the services as expressly set out in this Agreement (the "Requirements"). Partridge Remedial is entitled to rely on such information, documents and other particulars as are provided by the client pursuant to or in connection with this Agreement.
5. The Client shall pay to Partridge Remedial:
   (a) the Fee and the Reimbursable Expenses as set out in the accompanying letter together with such other amounts in respect of other services agreed to be provided;
   (b) reasonable adjustments to the Fee and the Reimbursable Expenses to reflect the additional costs, expenses, liabilities, losses or other amounts incurred or suffered by the consultant in the performance of the Services and arising out of or in connection with any event or matter beyond the Consultant's control; and
   (c) to the extent that amounts payable under this Agreement are not expressed to be GST inclusive, an additional amount for the GST incurred by Partridge Remedial in relation to the supply of the Services ("GST").
6. Partridge Remedial may claim payment in accordance with the times set out in the accompanying letter or, if no time is set out, monthly in arrears. The Client must pay to Partridge Remedial, without set-off or deduction the amount payable under this Agreement for the Services provided during the relevant period, within 14 days of Partridge Remedial' invoice.
7. If the Client does not pay Partridge Remedial in accordance with this Agreement then, without prejudice to any other rights or remedies Partridge Remedial may have, interest may be payable from the date of invoice until payment at a rate of 13% per annum, plus any costs incurred in collection charges. The re-sending of unpaid invoices each month may incur an administration fee of $25 + GST.
8. To the maximum extent permitted by law:
   (a) subject to paragraphs (b), (c) and (d) below, Partridge Remedial's liability to the Client arising out of or in connection with this Agreement (including the performance or non-performance of the Services) whether under the law of contract, in tort, in equity, under statute or otherwise, shall be limited in aggregate to the amount specified in the accompanying letter or $5,000,000, if no amount is stated in the letter.
   (b) Partridge Remedial is not liable to the Client in respect of any indirect, consequential or special losses (including loss of profit, loss of business opportunity and payment of liquidated sums or damages under any other agreement);
   (c) Partridge Remedial shall be deemed to have been discharged from all liability in respect of the Services whether under contract, in tort, in equity, under statute or otherwise, at the expiration period specified in the accompanying letter, or if no date is specified, on the expiration of three (3) years from the completion of the Services;
   (d) if, and to the extent that, any of this clause is void as a result of section 64 of Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* or any other law, whether statute or otherwise, then Partridge Remedial' liability for a breach of a condition or warranty is limited to:
   (i) the supplying of the relevant Services again; or
   (ii) the payment of the cost of having the Services supplied again.
9. Subject to the Client complying with its obligations under this Agreement, Partridge Remedial grants to the Client a non-exclusive, royalty-free and irrevocable licence to use (and allow others to use) any intellectual property (including all drawings, reports, specifications, bills of quantity, calculations and other documents, including "works" as defined in the *Copyright Act 1968* (Cth) created or produced by Partridge Remedial) arising out of provision of the Services ("IP Rights") for the purposes of completing the Project. As between the Client and Partridge Remedial, the ownership of the IP Rights vests in Partridge Remedial.
10. Neither the Client nor Partridge Remedial shall disclose to third parties or use for any purpose (other than providing or benefiting from the Services) any information provided by the other unless:
    (a) required by law;
    (b) the information is already generally known to the public; or
    (c) the other consents to the disclosure in writing.

    All documentation and materials containing confidential information provided by one party to the other shall be returned upon request.
11. Any dispute or difference ('Dispute') between the Client and Partridge Remedial may be notified by a party to the other party and the parties shall:
    (a) firstly to meet to negotiate, in good faith, resolution of the Dispute; and
    (b) secondly; if negotiation fails to achieve a resolution of the Dispute within 5 working days of the notification of the Dispute, attend mediation, administered in accordance with procedures as set out by the Institute of Arbitrators and Mediators Australia, provided that this provision shall not prevent Partridge Remedial from instituting legal action at any time to recover moneys owing by the Client to Partridge Remedial.
12. The Client may, without prejudice to any other rights or remedies it may have, by written notice served on Partridge Remedial terminate its obligations under this Agreement:
    (a) if Partridge Remedial is in breach of the terms of the Agreement and the breach has not been remedied within 28 days of a written notice served by the Client on Partridge Remedial specifying the breach and requiring the breach to be remedied; or
    (b) upon the Client giving Partridge Remedial 60 days' written notice of its intention to do so; or
    (c) if Partridge Remedial informs the Client that it is insolvent, becomes bankrupt, or becomes subject to any official management, receivership, liquidation, provisional liquidation, voluntary administration, winding up or external administration ('Insolvency Event").
13. Partridge Remedial may, without prejudice to any other rights or remedies it may have, by notice in writing served on the Client suspend its obligations under this Agreement:
    (a) immediately if the Client has failed to pay in accordance with this Agreement; or
    (b) if the Client is in breach of any of the other terms of the Agreement and the breach has not been remedied within 10 working days (or longer as Partridge Remedial may allow) of a written notice served by Partridge Remedial on the Client specifying the breach and requiring the breach to be remedied.
14. Partridge Remedial may, without prejudice to any other rights or remedies it may have, terminate its obligations under this Agreement:
    (a) if the breach referred to in clause 13(a) has not been remedied within 5 days of a written notice served by Partridge Remedial on the Client specifying the breach and requiring the breach to be remedied; or,
    (b) if the Client is in breach of any of the other terms of the Agreement and the breach has not been remedied within 28 days of a written notice served by Partridge Remedial on the Client specifying the breach and requiring the breach to be remedied; or; or
    (c) upon Partridge Remedial giving the Client 60 days' written notice of its intention to do so; or
    (d) if an Insolvency Event occurs in relation to the Client.
15. If Partridge Remedial considers it appropriate to do so, it may with the Client's prior approval, which shall not be unreasonably withheld or delayed, engage other consultants to assist Partridge Remedial in specialist areas. The other consultant shall be engaged at the Client's risk, cost and expense, and on its behalf.
16. Partridge Remedial is not responsible to the Client for the methods, techniques, sequences, procedures and use of equipment, whether approved by Partridge Remedial or not which are employed by the building contractor or others in executing third party work unless otherwise expressly agreed in writing.
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. In the interpretation of this Agreement, no rule of construction applies to the disadvantage of one party on the basis that it put forward this Agreement or any part of it.

Strata Plan 100155
289-291 The Esplanade, Miranda

By Laws

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation—

(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.

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

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) 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 (1) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 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.

4 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.

5 Keeping of animals

(1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.

(2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
(a) keep the animal within the lot, and

(b) supervise the animal when it is on the common property, and

(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

6 Noise

An owner or occupier of a lot, or any invitee of 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.

7 Behaviour of owners, occupiers and invitees

(1) An owner or occupier of a lot, or any invitee of 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.

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier—
(a) 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, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

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

10 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.

11 Storage of inflammable liquids and other substances and materials

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

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

12 Appearance of lot

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

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 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.

14 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. The 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 other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this by-law— ***washing*** includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

(1) 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.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must—

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.

(5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

(6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

(7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(9) In this by-law— ***bin*** includes any receptacle for waste. ***waste*** includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

(1) 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.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must—
(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law— ***bin*** includes any receptacle for waste. ***waste*** includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified—

(a) a change 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),

(b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 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 must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By-Law 1 – Minor Renovations

a. The Owners Corporation grants authority to the Strata Committee to consider & approve any minor renovations as described in Section 110 of the Strata Schemes Management Act 2015.
b. Minor renovations are works as described in Section 110 of the Strata Schemes Management Act 2015 and Regulation 28 of the Strata Schemes Management Regulation 2016.
c. The applicant lot owner must comply with Section 110 of the Strata Schemes Management Act 2015 in its entirety.

Special By-Law 2 – Bathroom Renovations

1. Introduction

This by-law gives you the right to renovate your bathroom on certain conditions.

2. Definitions

In this by-law:

"**bathroom renovations**" means the alterations and additions to a lot and the adjacent common property involved in renovating a bathroom in a lot including:

- replacement of tiles and waterproofing on the floor and walls of the bathroom,
- replacement of fixtures and fittings in the bathroom including the vanity, toilet, bath tub, shower and sink,
- reconfiguring non-load bearing walls in the bathroom,
- reconfiguring existing or installing new plumbing to service the fixtures and fittings in the bathroom,

but does not include work involving structural alterations,

"**lot**" means any lot in the strata scheme,

"**you**" means an owner for the time being of a lot (being the current owner and all successors).

3. Bathroom Renovations

You may carry out bathroom renovations to the bathroom in your lot on the conditions of this by-law.

4. The Conditions

4.1. Before the Bathroom Renovations

(a) Prior Notice

At least seven (7) days before commencing the bathroom renovations, you must give the owners corporation a notice in writing advising of the anticipated commencement date and duration of the bathroom renovations and containing a brief written description of the bathroom renovations.

(b) Planning Approvals

Before commencing the bathroom renovations you must, if required by law, obtain a complying development certificate or development consent for the bathroom renovations under the *Environmental Planning and Assessment Act 1979* and give the owners corporation a complete copy of the consent or certificate.

(c) **Insurance Certificates**

Before commencing the bathroom renovations, you must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the bathroom renovations which must include evidence of public liability cover of not less than $10,000,000.00 in respect of any claim and note the interests of the owners corporation and a certificate of insurance for any Home Building Compensation Fund insurance required for the bathroom renovations under the *Home Building Act 1989.*

4.2. During the Bathroom Renovations

(a) **Quality of the Bathroom Renovations**

You must ensure that the bathroom renovations are carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) **Licensed Contractors**

You must ensure that all contractors engaged on the bathroom renovations are appropriately qualified and licensed under the *Home Building Act 1989.*

(c) **Building Code of Australia**

You must ensure that the bathroom renovations (including any waterproofing) are carried out and completed in accordance with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(d) **Time for Completion of the Bathroom Renovations**

You must ensure that the bathroom renovations are done with due diligence and are completed within a reasonable time from the date of commencement.

(e) **Work Hours**

You must ensure that the bathroom renovations are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am - 5.00pm on Monday - Friday and 9.00am - 1.00pm on Saturdays (excluding public holidays).

(f) **Noise and Disturbance**

You must ensure that minimum disturbance is caused to the common property during the bathroom renovations and that the bathroom renovations do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

(g) **Location of the Bathroom Renovations**

You must ensure that the bathroom renovations are installed entirely on your lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

(h) **Transportation of Construction Equipment**

You must ensure that all construction materials and equipment associated with the bathroom renovations are transported in accordance with any manner reasonably directed by the owners corporation.

(i) **Debris**

You must ensure that any debris associated with the bathroom renovations is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(j) **Protection of Building**

You must protect the common property that is affected by the bathroom renovations from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to your lot, is protected from damage when construction materials, equipment and debris are transported over it.

(k) **Daily Cleaning**

You must clean any part of the common property affected by the bathroom renovations on a daily basis and keep all of that common property clean, neat and tidy during the bathroom renovations.

(l) **Storage of Building Materials on Common Areas**

You must make sure that no building materials associated with the bathroom renovations are stored on the common property.

(m) **Times for Operation of Noisy Equipment**

You must ensure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

(n) **Cost of the Bathroom Renovations**

You must pay all costs associated with the bathroom renovations.

4.3. After the Bathroom Renovations

(a) Completion Notice

As soon as practicable after completion of the bathroom renovations, you must notify the owners corporation in writing that the bathroom renovations have been completed.

(b) Waterproofing Certificate

As soon as practicable after completion of the bathroom renovations, you must obtain and give the owners corporation a certificate from the contractor responsible for installing any waterproofing membrane during the bathroom renovations advising of the the warranty for the waterproofing and certifying that the waterproofing has been installed in accordance with, and complies with, the Building Code of Australia and any applicable Australian Standard.

(c) Restoration of Common Property

As soon as practicable after completion of the bathroom renovations, you must restore all other parts of the common property affected by the bathroom renovations as nearly as possible to the state they were in immediately before the bathroom renovations.

4.4. Enduring Obligations

(a) Maintenance of the Bathroom Renovations

You must, at your cost, properly maintain your bathroom renovations and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the bathroom renovations.

(b) Maintenance of the Common Property

You must, at your cost, properly maintain the common property occupied by your bathroom renovations and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

You must, at your cost, make good any damage to the common property or another lot caused as a result of the bathroom renovations no matter when such damage may become evident.

(d) Appearance of the Bathroom Renovations

You must ensure that your bathroom renovations have an appearance which is in keeping with the appearance of the rest of the building.

(e) **Connection of Utilities**

In the event that electricity, water or any other service is connected to your bathroom renovations and the existing service to your lot is separately metered and charged to your account then you must ensure that the new service is installed so as to also be separately metered and charged to your account.

(f) **Indemnity**

You will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of your bathroom renovations, the altered state, condition or use of the common property arising from your bathroom renovations or any breach of this by-law.

(g) **Compliance with all Laws**

You must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to your bathroom renovations.

5. Breach of.this By-Law

(a) If you breach any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

(i) rectify that breach,

(ii) enter on any part of the strata scheme including your lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and

(iii) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

(b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

Special By-Law 3 – Lot 6 Balcony Door

The owners of Lot 6 in Strata Plan 101155 are granted rights to replace the sliding glass door and insect screen with a double-glazed door and insect screen to eliminate noise.

1. That any installation is made in a professional manner, using first quality materials by a licensed tradesman.
2. That any permits from appropriate authorities are sought and obtained should that be required.
3. That any and all costs of the installation and future maintenance of the installation is that of the lot owners.
4. That the colour and design of the window/ door resemble the current fixture.
5. That any damage to common property will be repaired in a workmanlike manner at the lot owners expense.

Special By-Law 4 – Awning Lot 3, Unit 3 289 The Boulevarde Miranda NSW 2228

1. Definitions

In this by-law:

"drawings" means the drawings of Wynstan Blinds ABN 94 120 486 099 inclusive attached to this by-law,

"lot" means Lot 3 in Strata Plan No. 100155

"owners" means the owners of the lot,

"awning" means the powder coated aluminium frame and acrylic fabric, and

"responsible persons" means the persons responsible for arranging the installation of the awning which may include, but are not limited to, the owners' lessees and any consultant or agent.

2. Special Privileges

The Owners Corporation:

(a) authorises the awning, and
(b) confers on the owners special privileges in respect of the common property to be occupied by the awning for the purpose of installing and keeping the awning on that common property,
(c) upon and subject to the conditions set our in this by-law.

3. The Conditions

3.1 During Works on the Awning

(a) Quality of the Awning

The awning must be installed in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

All contractors engaged on the awning must be appropriately licensed under the *Home Building Act 1989*.

(c) Specifications for the Awning

The awning must be installed in accordance with the drawings. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the awning must comply with the Building Code of Australia and any applicable Australian Standard. In the event there is a conflict the Building Code of Australia shall be applied.

(d) Noise and Disturbance

Only minimum disturbance may be caused to the common property during the installation of the awning and the work on the awning must not create any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

(e) Location of Awning

The awning must be installed in the locations depicted in the drawings and must not encroach upon any other part of the common property or any other lot.

(f) Transportation of Construction Equipment

All construction materials and equipment must be transported in accordance with any manner reasonably directed by the owners corporation.

(g) Storage of Building Materials on Common Property

No building materials may be stored on the common property.

(h) Protection of Building

The common property that is affected by the installation of the awning must be protected from damage, dirt, dust and debris and any such common property must be protected by covers and mats when construction materials, equipment and debris are transported over it.

(i) Compliance with all Laws

All statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the awning must be complied with including, but not limited to, the conditions of the development consent.

(j) Responsible Persons

The owners must ensure that the responsible persons comply with the conditions on this clause 3.2 (as well as the owners).

3.2 After Works on the Awning Are Complete

(a) Appearance of the Awning

Except to the extent that this by-law may otherwise provide, the awning must have an appearance, when viewed from outside the lot, which is in keeping with the rest of the building.

(b) Restoration of Common Property

Immediately after the awning is installed, all other parts of the common property affected by the awning must be restored as nearly as possible to the state they were in immediately before the awning was installed.

(c) Repair of Damage

Any damage to the common property caused as a result of the installation of the awning, or the awning itself, must be made good by the owners no matter when such damage may become evident,

3.3 Enduring Obligations

(a) Maintenance of the Awning

The owners must, at the owners' expense, properly maintain the awning and keep it in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the awning.

(b) Maintenance of the Common Property

The owners must, at the owners' expense, properly maintain the common property occupied by the awning and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.

(c) Indemnity

The owners will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the awning or the altered state or use of the common property arising from the awning.

(d) Compliance with all Laws

The owners must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the awning.

4. Breach of this By-Law

(a) If the owners or any of them breach any condition of this by-law and fail to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

(i) rectify any such breach,

(ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015*, for the purpose of rectifying any such breach, and

(iii) recover as a debt due from the owner the costs of the rectification together with the expenses of the owners corporation incurred in recovering those costs.

(b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

5. Cost of this By-Law

The owners must pay all of the costs incurred by the Owners Corporation in connection with the preparation, passing and registration of this by-law.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP100155

SEARCH DATE	TIME	EDITION NO	DATE
22/8/2022	8:35 AM	3	16/8/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 100155 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SP100155

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 100155
ADDRESS FOR SERVICE OF DOCUMENTS:
289-291 THE BOULEVARDE
MIRANDA 2228

SECOND SCHEDULE (6 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 B337648 LAND EXCLUDES MINERALS
3 DP228549 EASEMENT TO DRAIN WATER 0.915 METR(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 DP228549 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
5 AQ811339 INITIAL PERIOD EXPIRED
6 AS396170 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 100155

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	16	2	15	3	17	4	17
5	17	6	17	7	1		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

16478 PRINTED ON 22/8/2022

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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SP FORM 3.01	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 3 sheet(s)

Office Use Only	Office Use Only
Registered:	
PLAN OF SUBDIVISION OF LOT 1 IN DP 1244386	LGA: SUTHERLAND SHIRE Locality: MIRANDA Parish: SUTHERLAND County: CUMBERLAND

This is a ***FREEHOLD/~~*LEASEHOLD~~** Strata Scheme

Address for Service of Documents

289-291 THE BOULEVARDE, MIRANDA 2228

The by-laws adopted for the scheme are:

* Model by-laws for residential strata schemes together with:
  Keeping of animals: Option *A/~~*B~~
  Smoke penetration: Option *A/~~*B~~

(see Schedule 3 *Strata Schemes Management Regulation 2016*)

~~*The strata by-laws lodged with the plan.~~

Surveyor's Certificate

I SIMON ANDREW GEEST ....., of COOPER & RICHARDS, PO BOX 508, SUTHERLAND NSW 1499 ....., being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

~~*The building encroaches on:~~

*(a) a public place

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

Signature: SGeest

Date: 8TH JULY 2019

Surveyor ID: 90

Surveyor's Reference: 21603311/1

^ Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Accredited Certifier)

I ..IAN BAKER.. being an Accredited Certifier, accreditation number BPB 0017, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

*(a) ~~This plan is part of a development scheme.~~

*(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.

*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ ..... will be created as utility lots and restricted in accordance with ~~section 63 *Strata Schemes Development Act 2015*.~~

Certificate Reference: 17/SC46/19

Relevant Planning Approval No.: 17/CDC41/19

issued by: IAN BAKER

Signature: I Baker

Date: 19 AUGUST 2019

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

SP FORM 3.07	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 2 of 3 sheet(s)

Office Use Only	Office Use Only
Registered:	

VALUER'S CERTIFICATE

I, Michael Watkins (AVI CPV6104) being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: M Watkins Date: 19th August 2019

SCHEDULE OF UNIT ENTITLEMENT

Lot Number	Unit Entitlement
1	16
2	15
3	17
4	17
5	17
6	17
7	1
Aggregate	**100**

Surveyor's Reference: 21603311/1

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 3 of 3 sheet(s)

Office Use Only	Office Use Only
Registered:	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP		**289-291**	**The Boulevarde**		**Miranda**
1	**1**	**289-291**	**The Boulevarde**		**Miranda**
2	**2**	**289-291**	**The Boulevarde**		**Miranda**
3	**3**	**289-291**	**The Boulevarde**		**Miranda**
4	**4**	**289-291**	**The Boulevarde**		**Miranda**
5	**5**	**289-291**	**The Boulevarde**		**Miranda**
6	**6**	**289-291**	**The Boulevarde**		**Miranda**
7	7	289-291	The Boulevarde		Miranda

SIGNATURES & SEALS

EXECUTED by **MBC PROPERTY SYDNEY NOMINEES PTY LTD**
(ABN 15 603 989 331)
in accordance with section 127 of the Corporations Act:

Signature of director

Signature of director/secretary

Name (Please Print) Meng

Name (Please Print) XIAO CUI

EXECUTED BY THE MORTGAGEE

Executed by **Sargon CT Pty Ltd ACN 106 424 088** by its Attorney who certifies that he/she has not received notice of any revocation of the Power of Attorney No BK 9753 No 219 dated 2/11/2018

Name of Attorney

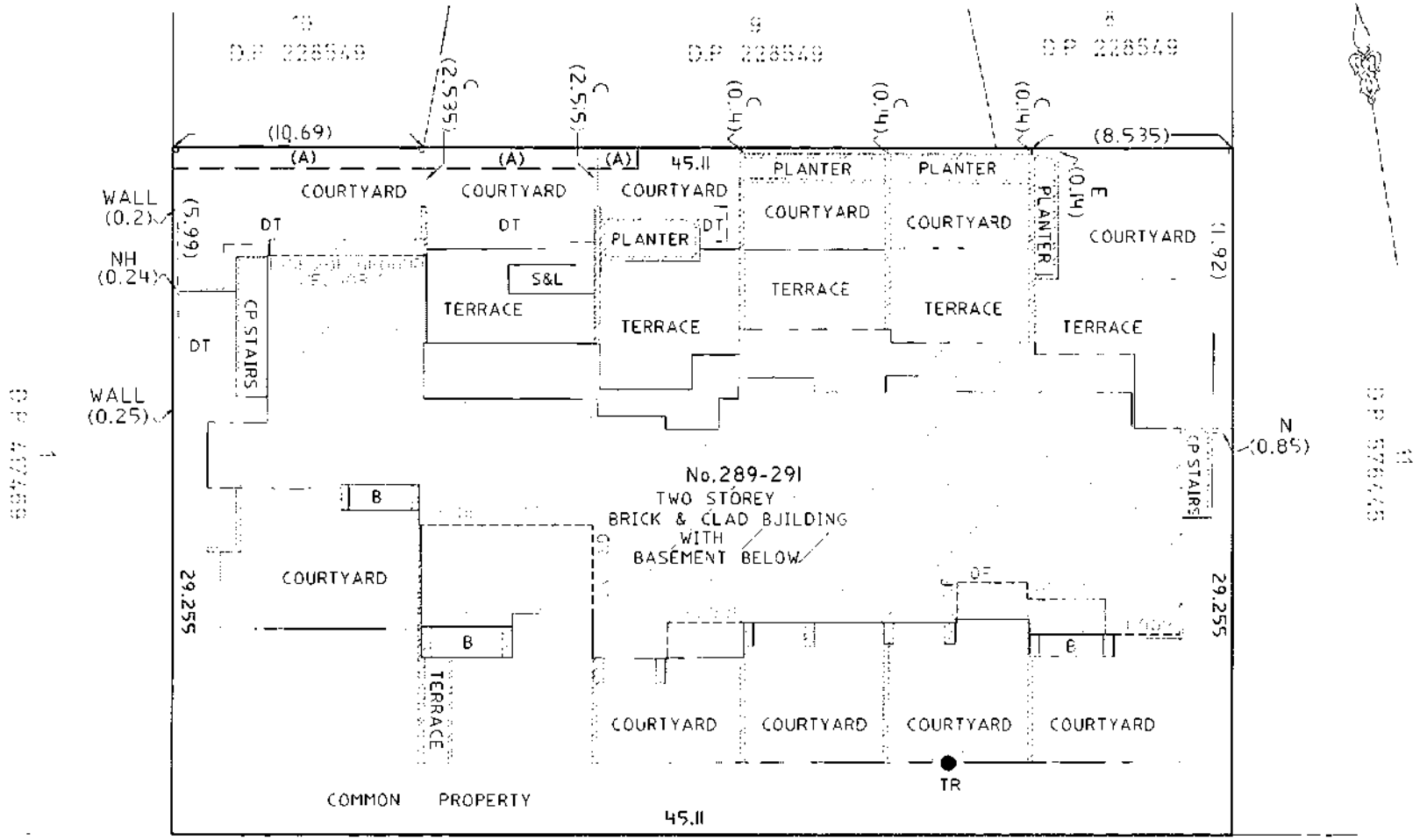
Evan Fyra

Name of Attorney

Pina Spathis

Surveyor's Reference: 21603311/1

(A)- EASEMENT TO DRAIN WATER 0.915 WIDE (VIDE DP228549)

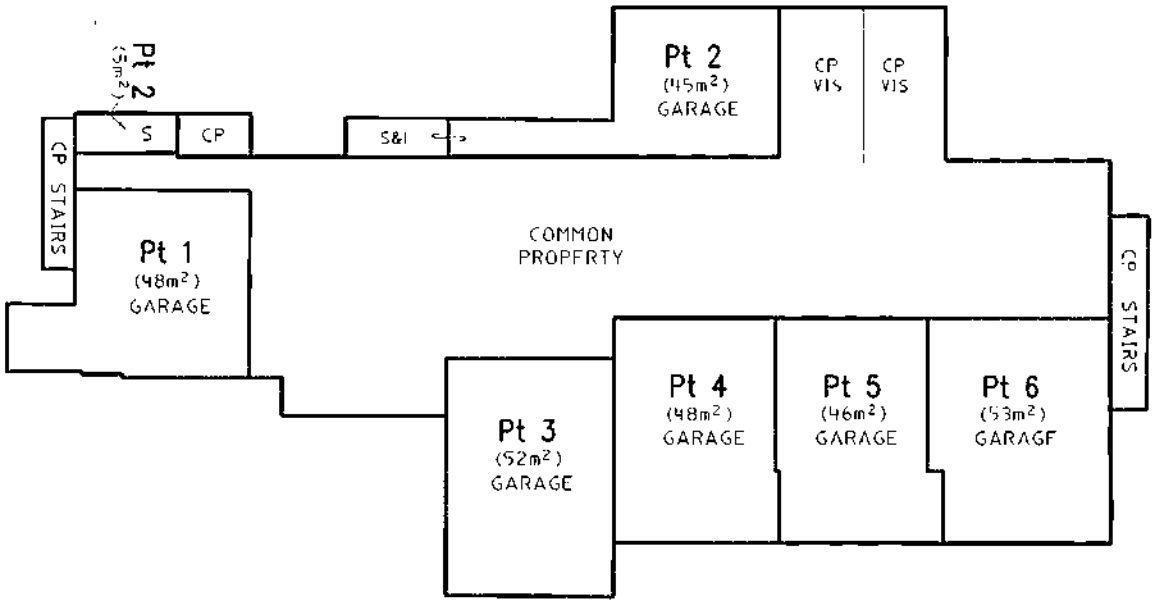


- ∟ DENOTES RIGHT ANGLE
- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- DT DENOTES DETENTION TANK
- S&L DENOTES STAIRS & LANDING
- C DENOTES PROLONGATION OF CENTRELINE OF WALL
- E DENOTES PROLONGATION OF EAST FACE OF WALL
- N DENOTES PROLONGATION OF NORTH FACE OF WALL
- NH DENOTES PROLONGATION OF NORTH FACE OF CONCRETE HOB
- S DENOTES PROLONGATION OF SOUTH FACE OF TILES
- TR DENOTES COMMON PROPERTY TREE

THE BOULEVARDE

LOCATION PLAN

SURVEYOR Name: SIMON ANDREW GEEST Date: 8/7/2019 Reference: 21603311/1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1244386	LGA: SUTHERLAND SHIRE Locality: MIRANDA Reduction Ratio: 1:200 Lengths are in metres	REGISTERED	SP



S DENOTES STORAGE
S&L DENOTES STAIRS & LANDING
CP DENOTES COMMON PROPERTY
VIS DENOTES VISITOR CAR SPACE WITHIN COMMON PROPERTY

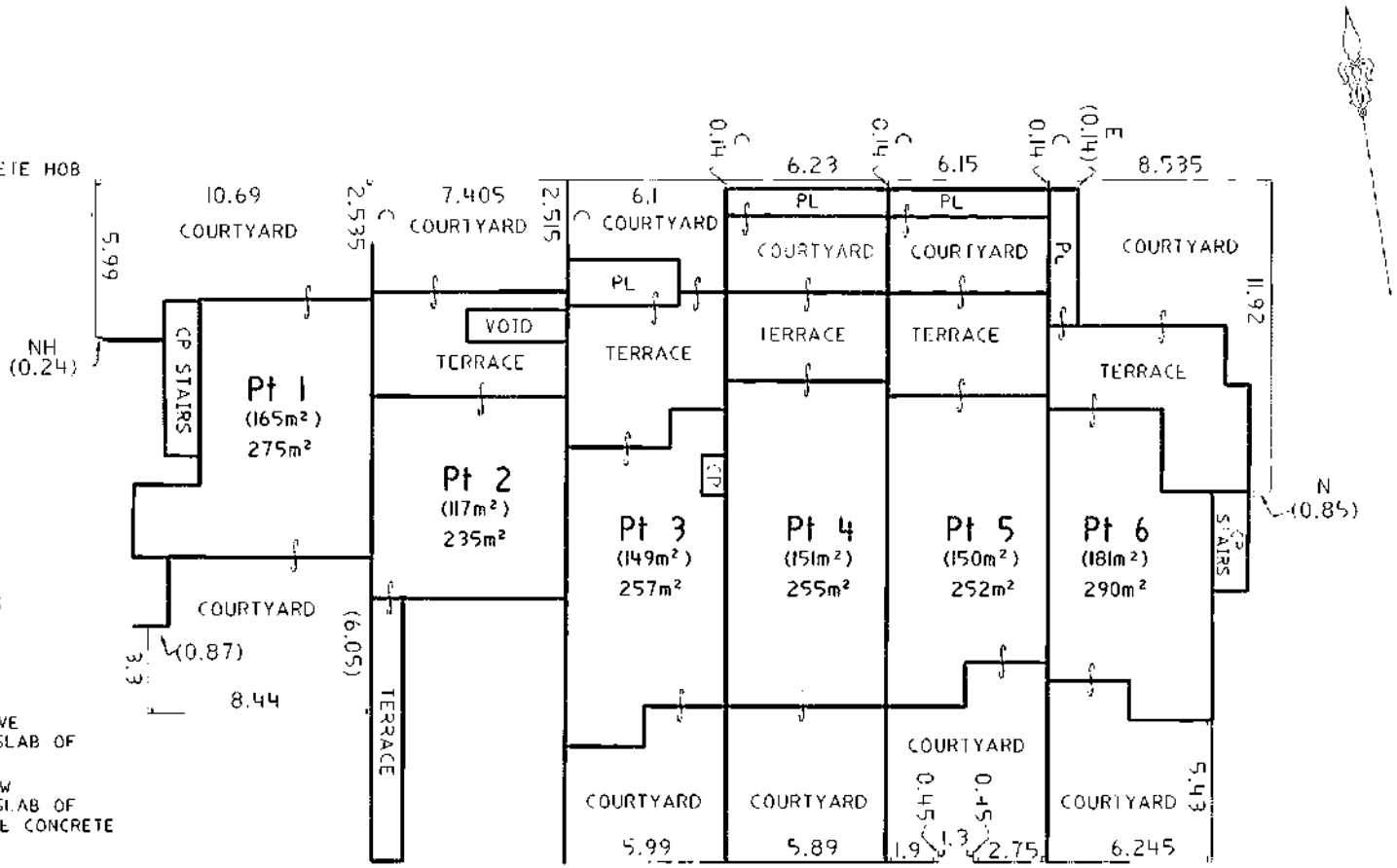
BASEMENT

NOTES

1. MEASUREMENTS OF AREAS SHOWN HEREON ARE APPROXIMATE AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT,2015. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREAS FOR OTHER PURPOSES.
2. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.
3. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
4. STAIRS AND LANDING HAVE A CONCRETE BASE AND ARE LIMITED IN HEIGHT TO 7 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.

SURVEYOR Name: SIMON ANDREW GEEST Date: 8/7/2019 Reference: 21603311/1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1244386	LGA: SUTHERLAND SHIRE Locality: MIRANDA Reduction Ratio: 1:200 Lengths are in metres	REGISTERED	SP

- ∟ DENOTES RIGHT ANGLE
- C DENOTES PROLONGATION OF CENTRELINE OF WALL
- CP DENOTES COMMON PROPERTY
- PL DENOTES PLANTER
- E DENOTES PROLONGATION OF EAST FACE OF WALL
- N DENOTES PROLONGATION OF NORTH FACE OF WALL
- NH DENOTES PROLONGATION OF NORTH FACE OF CONCRETE HOB
- S DENOTES PROLONGATION OF SOUTH FACE OF WALL
- TR DENOTES COMMON PROPERTY TREE



NOTES

1. MEASUREMENTS OF AREAS SHOWN HEREON ARE APPROXIMATE AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT,2015. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREAS FOR OTHER PURPOSES.
2. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.
3. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
4. COURTYARDS ARE LIMITED IN HEIGHT TO 5 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR CONCRETE SLAB OF THEIR RESPECTIVE UNITS EXCEPT WHERE COVERED.
5. COURTYARDS ARE LIMITED IN DEPTH TO 5 METRES BELOW THE UPPER SURFACE OF THE GROUND FLOOR CONCRETE SLAB OF THEIR RESPECTIVE UNITS, EXCEPT WHERE LIMITED BY THE CONCRETE ROOF OF THE BASEMENT.
6. ALL STRUCTURES, INCLUDING BUT NOT LIMITED TO STEPS, PERGOLAS, TILES AND PAVERS WITHIN THE CUBIC SPACE OF THE RESPECTIVE COURTYARDS FORM PART OF THAT LOT.
7. TERRACES ARE LIMITED IN HEIGHT TO 5 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.
8. ALL WATERPROOFING MEMBRANES UPON THE TERRACES, PLANTERS AND STAIRS FORM COMMON PROPERTY. THE FLOOR TILES ON THE TERRACES AND STAIRS FORM PART OF THE LOT.
9. ALL WALLS ON COURTYARD, PLANTER AND TERRACE BOUNDARIES ARE COMMON PROPERTY.
10. PLANTERS ARE LIMITED IN HEIGHT TO 5 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.
11. THE STORMWATER DETENTION TANK WITHIN THE COURTYARD OF LOT 1, LOT 2 AND LOT 3 FORMS COMMON PROPERTY.

GROUND FLOOR

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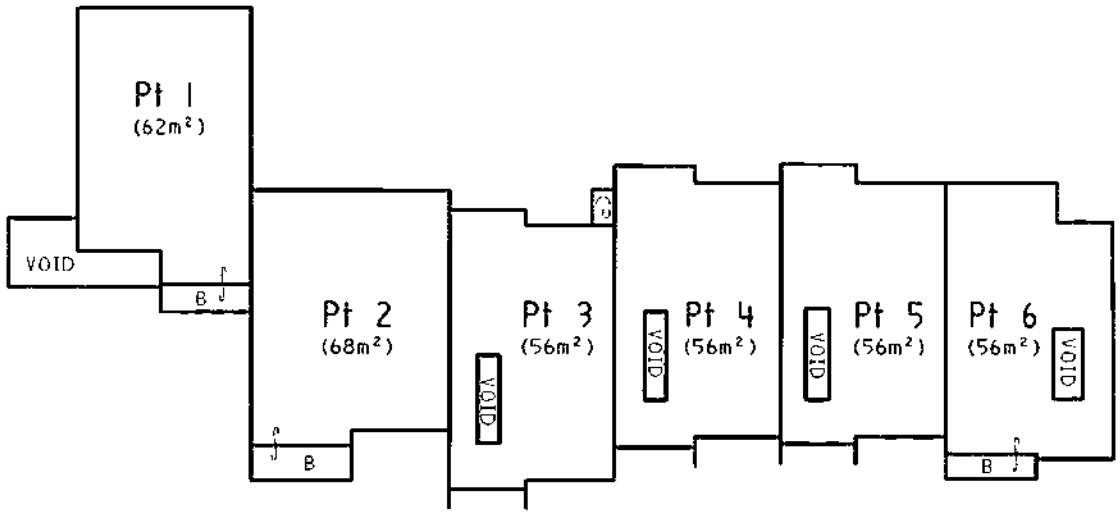

FIRST FLOOR

NOTES

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2. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.
3. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
4. ALL BALCONIES ARE COVERED.

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY

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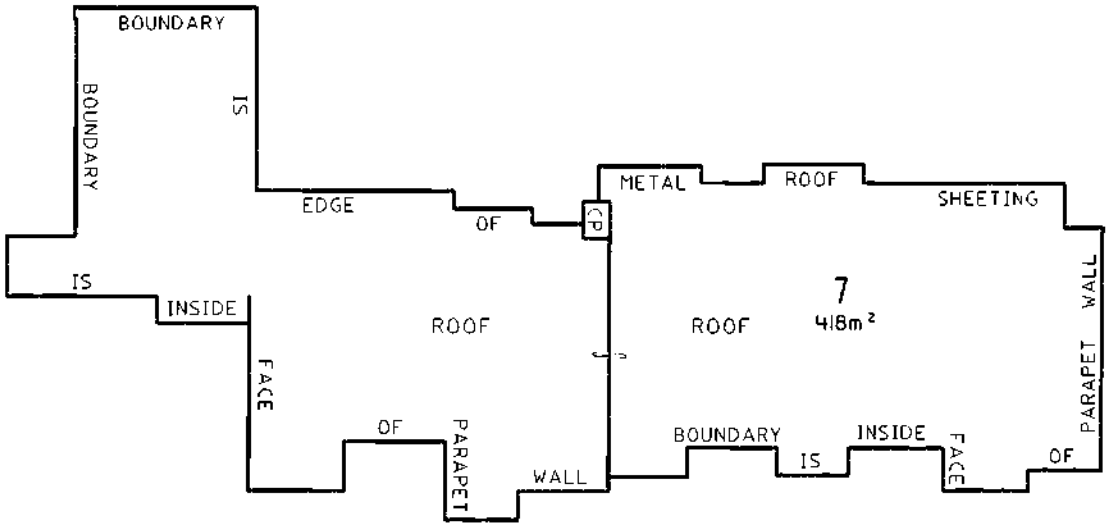

NOTES

1. MEASUREMENTS OF AREAS SHOWN HEREON ARE APPROXIMATE AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT,2015. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREAS FOR OTHER PURPOSES.
2. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.
3. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
4. THE VENTS AND EXHAUST FANS ON THE ROOF FORM PART OF COMMON PROPERTY
5. ANY SOLAR PANELS ON THE ROOF AND ASSOCIATED WIRING AND METERS FORM PART OF LOT 7
6. THE ROOF IS LIMITED IN HEIGHT TO 2 METRES ABOVE THE UPPER SURFACE OF ITS METAL FLOOR.
7. ALL WATERPROOFING MEMBRANES UPON THE ROOF FORMS COMMON PROPERTY

ROOF LEVEL

CP DENOTES COMMON PROPERTY

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