

WARATAH

STRATA MANAGEMENT



GENERAL MEETING

Strata Plan 52948

1-15 Fontenoy Road, Macquarie Park

Date & Time: Thursday 1 May 2025 10:00 AM

Location: Online Meeting, Via Electronic Vote Only

7 April 2025

Strata Plan 52948
1-15 Fontenoy Road,
Macquarie Park, NSW

Dear Owner,

1-15 FONTENOY ROAD, MACQUARIE PARK
EXTRAORDINARY GENERAL MEETING

We write in our capacity as appointed strata managing agent for your scheme.

Enclosed is the agenda for the Extraordinary General Meeting scheduled for 10:00 AM on Thursday 1 May 2025 at Online Meeting, Via Electronic/Proxy Vote Only.

Waratah Strata Management is pleased to announce that we are implementing new technology to conduct meetings and manage voting - StrataVote.

StrataVote is a software that will improve the way all owners and representatives experience meetings. It also encompasses an electronic voting platform that allows you to cast your votes either remotely or at the meeting. By introducing StrataVote our aim is to streamline your meetings, having them executed more smoothly and efficiently, and improving your overall experience. Should you require any further information on StrataVote, please do not hesitate to contact the undersigned.

Pre-meeting election voting is also available via 'StrataVote' for owners who may be unable to attend the meeting. Owners can vote on 'StrataVote' up to 24 hours prior to the meetings start time. This link is solely for pre-voting and agenda viewing. Please do not use this link to attempt to join the meeting.

Tenants:

Details of tenants occupying lots must be given to the strata manager for the purpose of maintaining the strata roll. Tenants are entitled to certain restricted participation in the affairs of the strata scheme, therefore it is important that these details are up to date. Additionally, tenant contact details are essential in case of an emergency.

Proxies:

The law imposes restrictions on the allocation of proxies, stipulating that an individual cannot hold proxies for more than 5% of all lots within the scheme. Owners should first contact their preferred proxy nominee before assigning them as a proxy, to ensure they are able to receive it and represent your lot. Alternatively you may pre-cast your vote electronically via 'StrataVote' not requiring a proxy.

Delivery of Notices:

Owners can receive their notice of meetings and levies via email, if you have received this agenda in the post and would like receive this via email, please complete the enclosed property contact form and return to our office.

Minutes & Owner Portal:

In addition to a copy being enclosed with the agenda for the next general meeting, minutes of this meeting will be made available via the Waratah Strata Management owner web portal (www.waratahstrata.com.au) 14 days after the meeting. As well as minutes, it includes a range of

financial and levy information as well as documentation pertaining to your scheme. If you need assistance obtaining your portal login details or accessing the portal please contact us at enquiry@waratahstrata.com.au

We wish to thank the strata committee for their service and all owners for the ongoing trust you place in us to manage your scheme.

Should you have any further questions in relation to the above, please don't hesitate to contact me at alex.tomasko@waratahstrata.com.au or on 02 9846 1639.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'A. Tomasko', with a stylized flourish extending from the end.

Alex Tomasko
Strata and Community Manager

MEETING INSTRUCTIONS

1. You, or where this notice is addressed to a Corporation, your Company Nominee, may cast a vote:
 - a. In person, or
 - b. By duly appointed proxy (on prescribed form), which must be given to the strata managing agent before the meeting. If the property is in an individual's name Form A needs to be filled out. If the property is the name of a company, Form B needs to be filled out.
 - c. Pre-meeting voting papers, if specified in the agenda.
2. Motions listed requiring a unanimous or special resolution will clearly indicate so.
3. A Quorum will consist of 25% of persons entitled to vote by considering:
 - a. Persons and proxies present.
 - b. Unit entitlements of persons and proxies present.
4. Voting eligibility and rights may be exercised only if each voter.
 - a. Is financial (i.e. all levies and interest paid),
 - b. Has answered all requisitions for details of owners and interests in the lot,
 - c. The first mortgagee does not exercise voting rights (Priority Vote,)
 - d. Is entered on the strata roll as proprietor.

**** Being unfinancial does not affect voting on a unanimous resolution. ****

**NOTICE OF EXTRAORDINARY GENERAL MEETING
OF STRATA PLAN 52948
1-15 FONTENOY ROAD, MACQUARIE PARK**

NOTICE of business to be dealt with at the Extraordinary General Meeting of Strata Plan 52948 to be held at Online Meeting, Via Electronic Vote Only, NSW, 2000 on Thursday 1 May 2025 at 10:00 AM.

Motion 1.	MINUTES	Ordinary Resolution
<p>THAT the minutes of the last annual general meeting 28 November 2024 be confirmed as a true record and account of the proceedings of that meeting.</p> <p><u>Explanatory Note:</u> This is a required motion under section 8(1)(a) of Schedule 1 of the Strata Schemes Management Act 2015.</p>		

Motion 2.	ACCEPTANCE OF FEE PROPOSAL CORE CONSULTING ENGINEERS	Ordinary Resolution
<p>THAT the Owners – Strata Plan 52948 RESOLVE to accept the fee proposal submitted by CORE Consulting Engineers to complete Stage 1: Construction Stage Technical Management as detailed in AS10355.</p> <p><u>Explanatory Note:</u> The purpose of this motion is to engage CORE Consulting Engineers to undertake Stage 1: Construction Stage Technical Management in accordance with AS10355. This standard outlines best practices for managing technical aspects of construction projects within strata schemes.</p>		

Motion 3.	RATIFY STRATA COMMITTEE DECISION	Ordinary Resolution
<p>THAT the Owners – Strata Plan 52948 RESOLVE to RATIFY motion 9 of the minutes of the Strata Committee Meeting held on 06 January 2025, being:</p> <p>1. The engagement of Bannermans Lawyers in accordance with its fee proposal dated 23 December 2024 to undertake the activities referred to defend NCAT proceedings against Lot 158; and</p> <p>2. Appoint the strata committee as point of contact to provide the owners corporation's instructions to Bannermans Lawyers in the NCAT proceedings against Lot 158.</p> <p><u>Explanatory Note:</u> This motion seeks to formally ratify a previous decision made by the strata committee during its meeting on 6 January 2025, specifically Motion 9. The resolution covers two key actions relating to the NCAT (New South Wales Civil and Administrative Tribunal) proceedings. The motion aims to ensure that these actions are officially approved and put into effect.</p>		

Motion 4.	CONFIRM NCAT CASE 2024/00454780 LEGAL CONCERNS	Ordinary Resolution
<p>The Owners Corporation SP52948 by ORDINARY RESOLUTION confirms the following events:</p> <p>1) Waratah Strata Management and committee members failed to inform owners about NCAT case 2024/00454780 and orders sought:</p> <ul style="list-style-type: none"> • Access to strata documents as per SSMA 2015 Section 188. • Summons committee member Mr. Stan Pogorelsky. • Remove committee member Stan Pogorelsky as per SSMA 2015 Section 238. • Rescind Special By-Law Unreasonable-Communications as per SSMA 2015 Section 150. 		

- Bannermans Lawyers conflict of interest and lack of disclosure.
- Electronic delivery of documents and website evidence.

<https://www.nswstratasleuth.info/NCAT-2024-00454780-001-Table-of-Contents-public.pdf>

<https://www.nswstratasleuth.info/NCAT-2024-00454780-001-Points-of-Claim-public.pdf>

2) One of main orders to be considered by the Tribunal is strong evidence of misconduct that Lot 158 alleges for Mr. Stan Pogorelsky, which includes (but is not a full listing):

<https://www.nswstratasleuth.info/NCAT-2024-00454780-001-remove-committee-member-Stan-Pogorelsky-SSMA-2015-Sec238-part-1-public.pdf>

<https://www.nswstratasleuth.info/NCAT-2024-00454780-001-remove-committee-member-Stan-Pogorelsky-SSMA-2015-Sec238-part-2-public.pdf>

<https://www.nswstratasleuth.info/NCAT-2024-00454780-001-remove-SP52948-committee-member-Stan-Pogorelsky-SSMA-2015-Sec238-part-3-public.pdf>

•Unfinancial since 1999, where he was elected to be a committee member without disclosure of outstanding debt for

gas heating levies (non-democratic process), and used his position to benefit himself as a lot owner and a small group of

other owners (who were also unfinancial and allowed to vote, and some of them even be elected as committee members), contrary to the interests of majority of other owners.

It took 13 years for Mr. Pogorelsky to admit at an official committee or general meeting that he had enjoyed use of gas heating without Special By-Law and resolution at general meeting.

It took 17 years for Mr. Pogorelsky to officially admit at an official committee or general meeting that he had enjoyed use of gas heating without paying prescribed levies and 10% simple interest per year, and then continued to mislead the owners about his real debt, directly defrauding owners corporation.

•Mr. Pogorelsky, whilst unfinancial without disclosure to owners and the Tribunal, submitted false statements to CTTT since 2011 and continued to do so through Solicitor Adrian Mueller until 2020.

•Mr. Pogorelsky, whilst unfinancial, was one of the accessories in helping Solicitor Adrian Mueller falsify evidence in CTTT case SCS 12/32675 and NCAT case SC 20/33352, which generated five fraudulent insurance claims and knowingly allowed Solicitor Adrian Mueller to make profits at owners corporation expense:

Four insurance claims for non-existent "Defence of Lot 3" after secret insurance policy change several weeks before the

first claim. CHU Insurance paid \$24,919.31 (GST excl) in total. Four years later, CHU Insurance forced recovery of \$8,800.00 from SP52948.

One insurance claim with SUU Insurance for NCAT case SC 20/33352. Insurance company paid \$19,758.14 (GST excl) on 24 March 2022 (just six days after Supreme Court Barrister Julie Wright's initial correspondence on 18 March

2022), as confirmed in secret email from Waratah Strata Management to committee members on 25 March 2022. SUU

Insurance got reimbursed one year later for \$14,917.60 (GST excl) when Lot 158 paid Supreme Court "penalty" in amount of \$23,744.42 (GST excl) for the same Solicitor's claim (\$25,158.14 (GST excl)).

•Mr. Stan Pogorelsky, directly supported racism on at least three different occasions whilst unfinancial to vote and be a committee member.

•Mr. Stan Pogorelsky, whilst unfinancial, directly supported discrimination against Lot 158 who was legally valid committee member, which culminated in so-called "Unreasonable Communications", discriminatory Special By-Law, as advised by Solicitor Adrian Mueller.

•Mr. Pogorelsky, whilst unfinancial, allowed irresponsible growth of levies which created huge negative balances in

Admin Fund (record deficit was on 31 October 2024 in amount of -\$325,061.80), with special emphasis to period when

Waratah Strata Management took office on 1 February 2017.

- Mr. Pogorelsky, whilst unfinancial, signed major contracts with Uniqueco Property Services and Waratah Strata Management and did not allow any competitive tenders.
- Mr. Pogorelsky, whilst unfinancial, had proxy votes from owners at almost all general meetings since 1999.
- Mr. Pogorelsky, whilst unfinancial, directly supported discrimination and provided different benefits to different owners.
- Mr. Pogorelsky, whilst unfinancial, directly supported multiple events of stalking, harassment, and exposure to threats of Lot 158.

3) On 15 January 2025, at Directions Hearing, five strata managers (Mr. Alex Tomasko, Mr. Nicolas Cozic, Mr. Robert Odenthal, Mr. Heath Crosbie, and Mr. Robert Crosbie) and nine committee members failed to appear. Tribunal member repeated several times that, based on brief readings of Lot 158 submissions, and numerous problems in the complex, there should be a Motion for removing (compulsory) strata manager. NCAT has powers to appoint a strata manager on its own motion, by its discretion. Section 237 of SSMA 2015 empowers the NCAT to make an order that either all, or part, of the functions of the owners corporation are delegated to a compulsory strata manager.

4) On 20 February 2025, at repeated Directions Hearing, five strata managers (Mr. Alex Tomasko, Mr. Nicolas Cozic, Mr. Robert Odenthal, Mr. Heath Crosbie, and Mr. Robert Crosbie) and nine committee members failed to appear. Tribunal member was astonished that Mr. Stan Pogorelsky did not show up as one of the prime persons-of-interest who should provide evidence and defend his past actions.

5) Bannermans Lawyers failed to comply with Directions Hearing dated 15 January 2025 and did not provide any written defense on behalf of SP52948 before, at, and after deadline on 12 February 2025.

6) Bannermans Lawyers failed to comply with Directions Hearing dated 15 January 2025 and did not provide any written defense on behalf of SP52948 before, at, and after NCAT Directions Hearing on 20 February 2025.

6) Before Directions Hearing on 20 February 2025, Lot 158 requested that Bannermans Lawyers produce evidence of the following to the Tribunal and Lot 158 and they failed to do it:

- Unredacted electronic copy of all email correspondence between SP52948 representatives and Bannermans Lawyers since 10 December 2024.
- Unredacted electronic copy of email(s) that provided Bannermans Lawyers with signed version of their Standard Costs Agreement before attending Directions Hearing on 15 January 2025.
- Unredacted electronic copy of email(s) that provided Bannermans Lawyers with minutes of committee meeting on 6 January 2025 before attending Directions Hearing on 15 January 2025.
- Unredacted electronic copy of email(s) that provided Bannermans Lawyers with signed version of their Standard Costs Agreement before attending Directions Hearing on 20 February 2025.
- Unredacted evidence that all owners were sent the full agenda for committee meeting (via email and Australia Post) in a timely manner before scheduled meeting on 6 January 2025.
- Unredacted evidence that all owners were sent the full agenda for committee meeting (via email and Australia Post) in a timely manner before scheduled meeting on 6 February 2025.
- Proof that agenda and minutes for meetings on 6 January 2025 and 6 February 2025 were published on Waratah Strata Management website before, on, and after the meetings before second Directions Hearing on 20 February 2025.
- Proof that minutes for meeting on 6 February 2025 were published on six notice boards before or on 20 February 2025.
- Proof that Bannermans Lawyers engaged express courier to deliver printed files to Lot 158 before, on, or after 12 February 2025, as per Directions Hearing Orders you received on 15 January 2025. The evidence must include proof of express courier payment, signature of the person who received your documents, date when these events happened, and evidence what Waratah

Strata Management and committee members did when they received Lot 158 complaint about missing documents on 14 and 19 February 2025.

Explanatory Note: Motion is designed to inform owners about NCAT case 2024/00454780.

Motion 5.	CONFIRM NON-COMPLIANCE OF COMMITTEE MEETINGS ON 6 JANUARY 2025 AND 6 FEBRUARY 2025 AND BANNERMANS LAWYERS CONFLICT OF INTEREST	Ordinary Resolution
<p>The Owners Corporation SP52948 by ORDINARY RESOLUTION confirms the following events:</p> <p>1) Meetings on 6 January 2025 and 6 February 2025 did not comply with Strata Schemes Management Act 2015 (SSMA), Schedule 2, Section 7, 12, 17, and 18, and Interpretation Act 1987 (NSW). https://www.nswstratasleuth.info/SP52948-year-2025/NCAT-2024-00454780-001-Bannermans-Lawyers-conflict-of-interest-and-disclosure-public.pdf</p> <p>2) Bannermans Lawyers failed to address issues of conflict of interest and illegal engagement in NCAT case 2024/00454780: https://www.nswstratasleuth.info/SP52948-year-2025/SP52948-Lot-158-warning-to-Bannermans-Lawyers-about-NCAT-case-2024-00454780-20Feb2025.pdf</p> <p>3) Waratah Strata Management failed to provide the Tribunal and owners with Bannermans Lawyers Standard Costs Agreement, signed by SP52948 representative, before, at, and after two Directions Hearings on 6 January 2025 and 20 February 2025.</p> <p>4) Waratah Strata Management failed to comply with SSMA 2015 Section 105 (disclosure of matters relating to legal costs) within 14 days after the disclosure was made.</p> <p><u>Explanatory Note:</u> Motion is designed to inform owners about non-compliant committee meetings in NCAT case 2024/00454780.</p>		

Motion 6.	CONFIRM FINANCIAL STATUS IN ADMIN FUND SINCE 1 SEPTEMBER 2024	Ordinary Resolution
<p>The Owners Corporation SP52948 by ORDINARY RESOLUTION confirms the following events:</p> <p>1) SP52948 Admin Fund recorded negative balance (deficit) on 31 October 2024 and has continuous problems since Waratah Strata Management took office without valid tender on 1 February 2017 (signed by unfinancial owners Mr. Stan Pogorelsky and Mr. Moses Levitt): https://www.nswstratasleuth.info/SP52948-negative-trends-with-Admin-Fund-under-Waratah-Strata-Management.html</p> <p>31/08/2024 -\$45,584.29 End of FY 2024; Five different versions of this figure exist: -\$76,650.88 in report on 31 August 2024, -\$82,495.29 in report on 5 September 2023, -\$89,919.55 in report on 13 September 2024, -\$71,490.05 in report on 17 September 2024, and -\$45,584.29 on 18 October 2024</p> <p>26/09/2024 -\$124,073.56 Did not include total costs for half-year insurance renewal costs in amount of \$122,690.28 (GST excl) which Waratah Strata Management hid</p> <p>02/10/2024 -\$124,438.24 Did not include total costs for half-year insurance renewal in amount of \$122,690.28 (GST excl) which Waratah Strata Management hid since 24 September 2024</p> <p>14/10/2024 -\$147,150.28 Did not include total costs for half-year insurance renewal in amount of \$122,690.28 (GST excl) which Waratah Strata Management hid since 24 September 2024</p> <p>16/10/2024 -\$194,340.99 Did not include total costs for half-year insurance renewal in amount of \$122,690.28 (GST excl) which Waratah Strata Management hid since 24 September 2024</p> <p>19/10/2024 -\$168,185.23 Did not include total costs for half-year insurance renewal in amount of \$122,690.28 (GST excl) which Waratah Strata Management hid since 24 September 2024</p> <p>23/10/2024 -\$294,324.93 Insurance premium for half-year renewal listed at \$122,690.28 (GST excl)</p> <p>25/10/2024 -\$325,061.80</p> <p>31/10/2024 -\$325,441.80 End of FY quarter, allegedly no additional expenses since 25 October 2024, highest negative balance for SP52948 ever achieved, that figure does not include \$122,690.28 insurance premium (GST excl) for the second half of FY 2025. Taking that into account, more realistic negative balance (deficit) in Admin Fund on 31 August 2024 would be -\$448,132.08</p> <p>01/11/2024 -\$80,061.80 After collection of new levies</p> <p>24/12/2024 -\$196,041.57</p> <p>8/01/2025 -\$204,274.84</p>		

15/01/2025-\$211,143.81 Day of first NCAT Directions Hearing in case 2024/00454780
27/01/2025 -\$211,864.18 Monthly salary for Uniqueco Property Services in amount of around \$38,000.00 not listed
28/01/2025 -\$211,864.18 Monthly salary for Uniqueco Property Services in amount of around \$38,000.00 not listed
29/01/2025 -\$211,864.18 Morning figure: Monthly salary for Uniqueco Property Services in amount of around \$38,000.00 not listed
29/01/2025 -\$282,251.22 Afternoon figure: Difference in Admin Fund from the morning balance was more than \$81,000.00
30/01/2025 -\$299,433.75
31/01/2025 -\$299,011.55 End of FY quarter
01/02/2025 \$25,988.45 After collection of new levies
17/02/2025 \$5,844.12 Monthly salary for Uniqueco Property Services in amount of around \$38,000.00 not listed
20/02/2025 -\$48,227.14 Day of second NCAT Directions Hearing in case 2024/00454780
23/02/2025-\$48,400.69
2) Notice of the meeting sent on 24 December 2024 did not disclose the financial status in Admin Fund which had negative balance (deficit) in amount of -\$196,041.57:
<https://www.nswstratasleuth.info/SP52948-year-2024/SP52948-Income-and-Expenditure-Report-1Sep2024-to-24Dec2024.pdf>
3) Admin Fund had negative balance (deficit) in amount of -\$196,041.57 on the day of committee meeting on 6 January 2025, without disclosure to owners:
<https://www.nswstratasleuth.info/SP52948-year-2025/SP52948-Income-and-Expenditure-Report-1Sep2024-to-6Jan2025.pdf>
4) Notice of the meeting sent on 24 January 2025 did not disclose the financial status in Admin Fund which had negative balance (deficit) in amount of -\$211,864.18:
<https://www.nswstratasleuth.info/SP52948-year-2025/SP52948-Income-and-Expenditure-Report-1Sep2024-to-24Jan2025.pdf>
5) Two days before the end of the quarter on 31 January 2025, Waratah Strata Management suddenly updated the financial status:
<https://www.nswstratasleuth.info/SP52948-year-2025/SP52948-Income-and-Expenditure-Report-1Sep2024-to-morning-29Jan2025.pdf>
<https://www.nswstratasleuth.info/SP52948-year-2025/SP52948-Income-and-Expenditure-Report-1Sep2024-to-afternoon-29Jan2025.pdf>
Massive differences between morning and afternoon on 29 January 2025 were obvious. Negative balance (deficit) grew from -\$211,864.18 to -\$282,251.22, without disclosure to owners.
<https://www.nswstratasleuth.info/SP52948-year-2025/SP52948-massive-differences-in-Admin-Fund-between-morning-and-afternoon-29Jan2025.pdf>
6) Waratah Strata Management and committee members failed to provide evidence on how Admin Fund was funded during poor cashflow periods and where was money coming from to pay regular bills and invoices.
7) Property and Stock Agents Regulation 2022 has the following clause in Section 5:
5 Indemnification of strata managing agent prohibited
An agency agreement under which the agent will exercise the functions of a strata managing agent must not contain a term that indemnifies the agent against a liability to pay a fine arising under the Strata Schemes Management Act 2015, section 57(1).
Explanatory Note: Motion is designed to inform owners about failure by Waratah Strata Management and committee members to manage common funds in prudent manner.

Motion 7.	CONFIRM LACK OF EVIDENCE OF LOT 3 AND LOTS 136/137 INSURANCE INDEMNITY FOR EXCLUSIVE RIGHTS TO COMMON PROPERTY	Ordinary Resolution
<p>The Owners Corporation SP52948 by ORDINARY RESOLUTION confirms the following events: Waratah Strata Management failed to provide evidence that Lot 3 and Lots 136/137 were compliant with their requirement to have insurance indemnity for exclusive rights to common property since 1 February 2017.</p> <p><u>Explanatory Note:</u> Motion is designed to inform owners about failure by Waratah Strata Management and committee members to enforce and verify compliance with Special By Law 3 and 7.</p>		

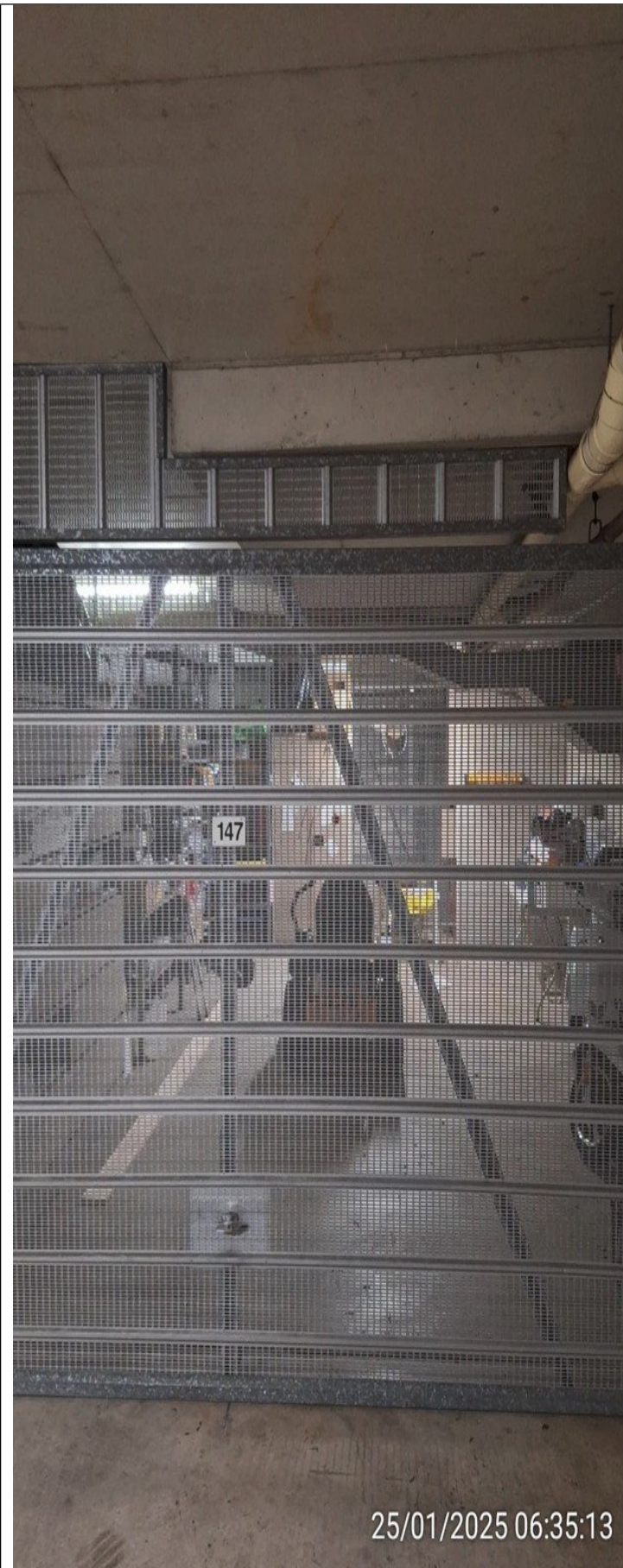
Motion 8.	AMEND SPECIAL BY-LAW 14 PARAGRAPH (10)	Special Resolution
<p>The Owners Corporation SP52948 by SPECIAL RESOLUTION approves the following:</p> <p>1) Modify paragraph (10) from: In approving any application made under this By-Law, the Strata Committee may impose further conditions or fees as it sees fit.</p> <p>To: In approving any application made under this By-Law, the Strata Committee may impose further conditions as by strata and other applicable laws.</p> <p>2) Strata Legislation Amendment Bill 2023 introduced the change that a pet bond or fee can no longer be charged by the owners corporation and Waratah Strata Management failed to act upon it.</p> <p>3) SP52948 must comply with SSMA 2015 Section 105A: Bonds or fees relating to keeping of animals not payable An owners corporation must not require an owner or occupier of a lot to - (a) pay a bond or fee relating to the keeping of an animal on the lot, or (b) obtain insurance for an animal kept on the lot.</p> <p><u>Explanatory Note:</u> Motion is designed to enforce SP52948 compliance with SSMA 2015.</p>		

Motion 9.	SOLICITOR ADRIAN MUELLER CONTINUED TO BE ILLEGALLY ENGAGED IN AND SINCE 2024 WITHOUT PROVIDING USEFUL SERVICES TO SP52948	Ordinary Resolution
<p>The Owners Corporation SP52948 by ORDINARY RESOLUTION confirms the following:</p> <p>1) In Motion 1 of agenda of the committee meeting on 24 December 2024, it stated: THAT the minutes of the last meeting of the strata committee held on 2 April 2024 be confirmed.</p> <p>2) This automatically invalidated alleged meetings on 19 September 2024 and 23 May 2024. In September 2024, strata manager sent notice for paper committee meeting, scheduled for 19 September 2024, which included Motions about NSW Fair Trading Mediation in case 00994497 and attempt to engage Solicitor Adrian Mueller. Agenda for that meeting was never published on Waratah Strata website. Minutes of that meeting were never published on notice boards, or on Waratah Strata website, and not sent to any owner. Lot 158 notified NSW Fair Trading about it on 25 September 2024. https://www.nswstratasleuth.info/SP52948-year-2024/SP52948-Block-A-notice-board-agenda-for-EC-meeting-23May2024.webp</p> <p>3) Strata meeting on 2 April 2024 was non-compliant. https://www.nswstratasleuth.info/SP52948-year-2024/SP52948-agenda-EC-meeting-26Mar2024.pdf Strata Plan SP52948 committee meeting dated 2 April 2024, as organised by Waratah Strata Management, did not satisfy requirements of Strata Schemes Management Act 2015 (SSMA) Section 7, 12, 17, and 18, and Interpretation Act 1987 (NSW). Agenda was created on 26 March 2024 and scheduled for 2 April 2024. Excluding date of creation, meeting date, public holidays, and the weekend, only two days were allowed for delivery of notice to all owners. As per Strata Roll dated 31 January 2017, more than 32% of owners had requested postal delivery of notices – that figure was hidden from owners by Waratah Strata Management in subsequent years.</p>		

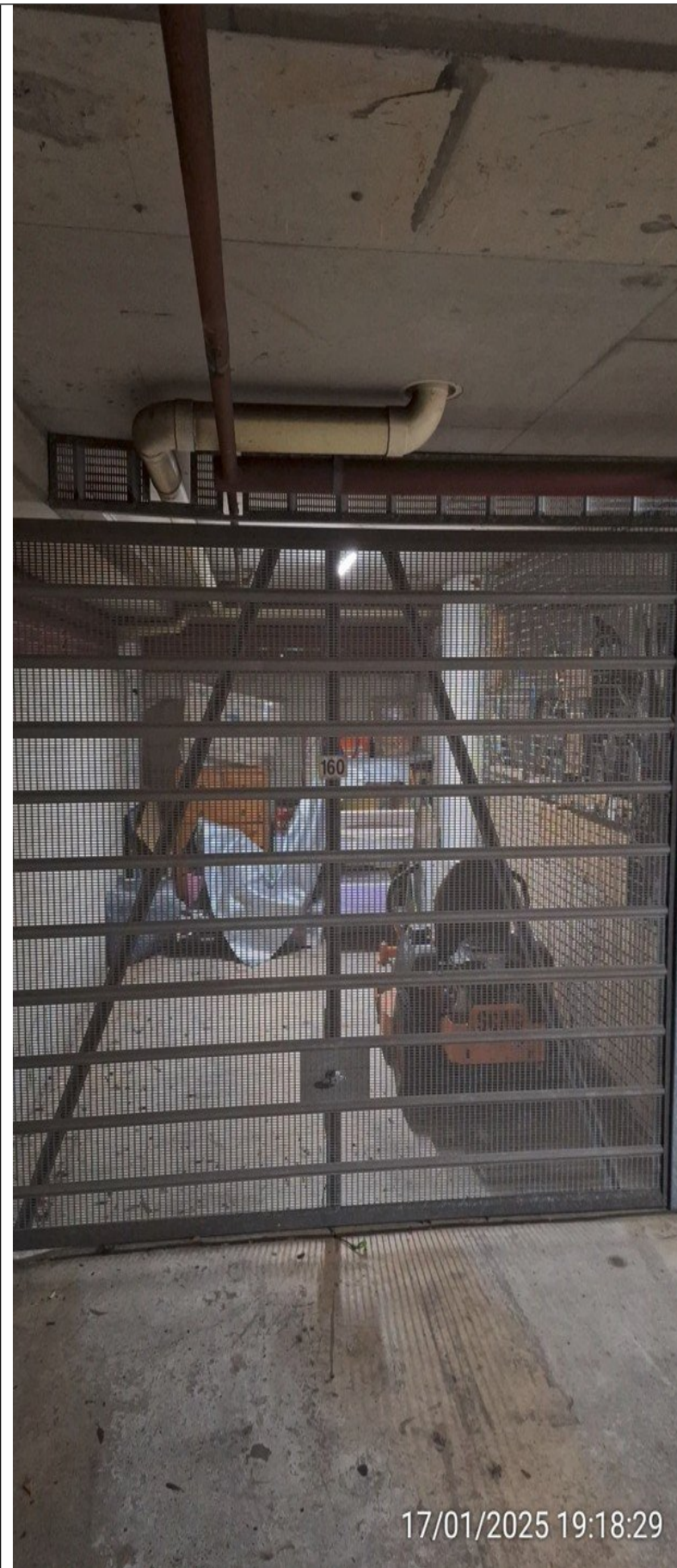
- 4) No owner received full information about financial status, where Admin Fund had deficit (negative balance) of - \$190,762.04 one day before the agenda was sent to owners:
<https://www.nswstratasleuth.info/SP52948-year-2024/SP52948-Income-and-Expenditure-Report-1Sep2023-to-25Mar2024.pdf>
- 5) No owner received full information about financial status, where Admin Fund had deficit (negative balance) of - \$200,148.73 on the day of the alleged meeting:
<https://www.nswstratasleuth.info/SP52948-year-2024/SP52948-Income-and-Expenditure-Report-1Sep2023-to-2Apr2024.pdf>
- 6) Agenda was not detailed, especially the details of Solicitor Adrian Mueller's costs in Standard Costs Agreement.
- 7) Agenda did not contain details of time and place of the meeting, denying owners their right to attend in person, if they wishes so, and with 25% of voting rights to make decision any way they wanted without committee members.
- 8) None of six notice boards published agenda of the alleged meeting at any time before the meeting (photo evidence was collected).
- 9) Meeting did not satisfy quorum (out of four allegedly valid votes, one was not legal committee members: Mr. Stan Pogorelsky):
<https://www.nswstratasleuth.info/SP52948-year-2024/SP52948-minutes-paper-EC-meeting-2Apr2024.pdf>
- 10) Waratah Strata Management and committee members continued to use services of Solicitor Adrian Mueller in spite of knowledge that he was being investigated for serious professional misconduct and crime (lying to NCAT and Supreme Court, withholding evidence, involvement in insurance fraud, overcharging for non-existent services, and much more) by Office of Legal Services Commissioner and Law Society of New South Wales.
- 11) Significant legal expenses were recorded in Income & Expenditure Report on 23 May 2024 - jump from \$921.93 on 22 May 2024 to \$4,471.93 on 23 May 2024. Waratah Strata Management and committee members still hide details of these payments, as of February 2025:
<https://www.nswstratasleuth.info/NCAT-2024-00454780-001/SP52948-significant-legal-expenses-23May2024.png>
- 12) Solicitor Adrian Mueller was engaged to provide these services, without any results ever being published for owners or By-Laws updated:
- (i) provide advice in relation to recent communication from Lot 158; and
 - (ii) draft additional by-law for storage of electric bikes, scooters and other electric lithium battery powered mobility equipment.
- Explanatory Note: Motion is designed to inform owners about Solicitor Adrian Mueller continuous illegal engaged in 2024 without providing useful services.

Motion 10.	ISSUE ORDER TO UNIQUECO PROPERTY SERVICES STAFF TO USE ONLY ALLOCATED PARKING SPACE FOR PARKING THEIR VEHICLES	Ordinary Resolution
<p>The Owners Corporation SP52948 by ORDINARY RESOLUTION confirms the following and issue notice of non-compliance for parking offenses by Uniqueco Property Services:</p> <p>1) Uniqueco Property Services staff must not park their vehicles in private garages, or on common property outside the designated area near tennis courts, unless approved through Special By-Law at general meeting or private owners personally approve it in their garages (also part of Special By-Law). In case where private owners themselves allow access to their garages, they and Uniqueco Property Services shall be personally liable for any damage to common and private property.</p> <p>2) Since around 2021, building manager Mr. Steve Carbone started using private garages for his car and van, without owners corporation approval at any legally-convened meeting, risking damages to common property, and wasting owners corporation funds for dedicated parking spot, which was typically left empty near tennis courts. Based on photo and video evidence, Mr. Carbone uses eight private garages in SP52948 basement: https://www.nswstratasleuth.info/SP52948-persistent-problems-with-parking-on-common-property.html</p>		

<https://www.nswstratasleuth.info/SP52948-building-manager-Steve-Carbhone-parking-in-private-garages.pdf>
3) He is also parking the ride-on mower in private garages, in recent times mostly in garages of Lot 147 and 160.



25/01/2025 06:35:13



17/01/2025 19:18:29

4) Committee member Mrs. Marianna Paltikian verbally defended Mr. Carbone when directly asked about it - Crime Stoppers case 1022653 on 6 December 2024 (illegal use of electric scooter in the complex and parking on common property by Mr. Steve Carbone since 2020, with emphasis on threats by Mr. Carbone during the collection of photo evidence, including making loud repetitive orders to Lot 158 to "go back to Block A", presumably not allowing him to walk freely within the complex).

Explanatory Note: Motion is designed to inform owners about insurance and safety risks with parking offenses by Uniqueco Property Services staff.

Motion 11.	ISSUE ORDER TO UNIQUECO PROPERTY SERVICES TO STOP RIDING AND PARKING ELECTRIC SCOOTER ON COMMON PROPERTY	Ordinary Resolution
<p>The Owners Corporation SP52948 by ORDINARY RESOLUTION confirms the following and issue notice of non-compliance for electric scooter offenses by Uniqueco Property Services:</p> <ol style="list-style-type: none"> 1) Uniqueco Property Services staff must ride and park the electric scooter on common property, and charge it by using electricity supplies owned by SP52948, unless approved through Special By-Law at general meeting. 2) Waratah Strata Management was warned about building manager's use of scooter as early as 23 December 2020. 3) Waratah Strata Management, insurance company, and committee members were repeatedly warned about scooters since 18 August 2023 and again in August 2024. 4) At non-compliant committee meeting on 2 April 2024, Solicitor Adrian Mueller was allegedly engaged to draft additional by-law for storage of electric bikes, scooters and other electric lithium battery powered mobility equipment. Such Motion was not presented at AGM on 28 November 2024 and Waratah Strata Management refused to comment about costs paid to the Solicitor. The committee meeting on 2 April 2024 failed to meet the quorum (7 of 9 strata committee members were allegedly financial for the purposes of this meeting but out of 4 who voted at the meeting, one was, in reality, unfinancial to vote and illegal to be a committee member due to self-nomination and unpaid gas heating levies - Mr. Stan Pogorelsky, Lot 181) and the other due to self-nomination at previous general meetings (Mr. Ramesh Desai, Lot 159). 5) Uniqueco Property Services manager was witnessed riding the electric scooter on footpath within the complex, in basement of the complex, on walkpath (sidewalk) on Fontenoy Road and Lane Cove Road near the complex, on driveway near townhouses and visitors' carpark. 6) Uniqueco Property Services manager missed hitting Lot 158 car with his scooter near townhouse 211 several months ago (he did not properly negotiate the curve near townhouse 211 as Lot 158 was driving towards carwash area). 7) Another unanswered question is where this scooter is recharging battery as we do not have certified connections and they are not allowed in the complex. 8) Another unanswered question is fire risks and liability for any damage and injury. 9) In June 2024, News.com published "Lithium-ion batteries causing thousands of fires a year in waste facilities, trucks and homes". In it it said that Australia produced about 3300 tonnes of lithium-ion battery waste each year, which has caused more than 10,000 fires annually in waste management facilities and trucks alone. NSW Minister for the Environment Penny Sharpe said fire and Rescue NSW attended more than 270 lithium-ion battery fires in 2023 alone, but they knew this was just a small fraction of the true number of battery fires. In Victoria last year, emergency services responded to at least one lithium-ion battery fire each week. In WA, the Department of Fire and Emergency Services responded to 70 fires ignited by lithium-ion batteries in the first six months of 2024, compared to 110 for 2023. Queensland authorities recently recorded 47 residential structure fires, eight non-residential structure fires, and 38 other fires that were caused by lithium-ion batteries. 10) Fire and Rescue NSW (FRNSW) in their report "RNSW, Fire safety recommendation for Electric Vehicles and charging infrastructure" recommended the following measures: Make sure that EV is identifiable by emergency services, when installing charging equipment, ensure the charging cable and/or unit is electrically compliant and installed by a qualified electrician to AS/NZS 3000 Electrical Installations, smoke alarm or a heat alarm is installed in garages where an EV is regularly parked or charged, when charging EV, only use extension leads and power 		

sockets that are intended for use in the charging of electric vehicles.

11) On 18 November 2024, News Corp published video of apartment unit in Camptertown being destroyed due to lithium-ion battery charging.

12) Scooter riders, just as other road users, must comply with all applicable NSW road rules.

Personal e-scooters remain illegal on NSW roads and road-related areas, including footpaths, shared paths and bicycle lanes.

- One can only use scooters on private property.

- E-scooter shared schemes are being trialled in designated local government areas in NSW.

- Person must be 16 years or older to hire and ride a shared e-scooter within a trial area. Hired shared scheme e-scooters are only able to be used on roads and road-related areas in the designated e-scooter trial areas. It is illegal for privately owned e-scooters to be ridden on NSW roads or road related areas, including in trial areas.

- Safety rules in trial areas: hire a shared e-scooter only from the selected provider in the trial area, use a shared e-scooter on selected roads, bike paths and shared paths, in the trial area stay under 10km/h on shared paths and 20km/h on the road, always wear an approved helmet, not carry passengers, and not use a mobile phone whilst riding.

- There were a few trials in the following areas: in Albury from 15 December 2023 to 14 November 2024, in Western Sydney Parklands and Australian Botanic Gardens Mount Annan from the end of July 2022 to the end of October 2022, and in Lake Macquarie from December 2022 to May 2024.

- The Kogarah trial started on 10 January 2024.

Explanatory Note: Motion is designed to inform owners about insurance and safety risks with electric scooter usage on common property by Uniqueco Property Services staff.

Motion 12.	COMMITTEE MEMBER STAN POGORELSKY FAILED TO DISCLOSE LOT 158'S REQUEST FOR ISSUE OF SUMMONSES FOR PROVIDING DOCUMENTS TO NCAT AND LOT 158 AND ATTENDING THE HEARING	Ordinary Resolution
<p>The Owners Corporation SP52948 by ORDINARY RESOLUTION confirms the following:</p> <p>1) Mr. Stan Pogorelsky failed to attend NCAT Directions Hearings on 15 January 2025 and 20 February 2025, whilst not disclosing it to owners.</p> <p>2) At Directions Hearing on 20 February 2025 Bannermans Lawyer stated that they did not represent or act on behalf of Mr. Stan Pogorelsky and could not explain why he was not attending it.</p> <p>3) Mr. Pogorelsky actively prevented access to strata documents before, at, and after AGM on 28 November 2024, whilst unfinancial to vote and be a committee member: https://www.nswstratasleuth.info/SP52948-year-2024/SP52948-Lot-158-request-access-to-strata-documents-2Sep2024.pdf https://www.nswstratasleuth.info/SP52948-year-2025/SP52948-Lot-158-request-access-to-strata-documents-Jan2025.pdf</p> <p>4) Mr. Pogorelsky failed to provide nine documents that will significantly decrease costs (save money for unnecessary legal fees that do not benefit owners) and time to make proper decisions at the Hearing:</p> <ul style="list-style-type: none"> • Detailed Revenue for financial year 2017 (period from 1 September 2016 to 31 August 2017) - proof Lot 181 was financial to vote and be a committee member. • Detailed Expenses for financial year 2017 (period from 1 September 2016 to 31 August 2017) - proof Lot 181 did not receive any payments from common funds. • Detailed Expenses for financial year 2025 (period from 1 September 2024 to date set by the Tribunal in NCAT case 2024/00454780-001 before the Hearing) - proof Lot 181 did not receive any payments from common funds. • Detailed Revenue for financial year 2025 (period from 1 September 2024 to date set by the Tribunal in NCAT case 2024/00454780-001 before the Hearing) - proof Lot 181 was financial to vote and be a committee member. • Levy invoices for Mr. Stan Pogorelsky (Lot 181) in period from 1 February 2017 to the date set by the Tribunal in NCAT case 2024/00454780-001 before the Hearing - proof Lot 181 was financial to vote and be a committee 		

member.

- Evidence and results of SP52948 obtaining independent legal advice in regards to Lot 158 claims of Solicitor Adrian Mueller's corruption and Lot 158 being a committee member, as recommended by the Solicitor himself in email to SP52948 representatives on 9 June 2022.
- Evidence of SP52948 Barrister's response to O'Brien Criminal & Civil Solicitors (who acted on Lot 158 behalf) with answer if Lot 158 was valid committee member, as approved at committee meeting on 7 May 2020. At committee meeting on 7 May 2020, it was published that SP52948 must respond to O'Brien Criminal & Civil Solicitors' letter dated 30 October 2019 and 24 April 2020 (Lot 158 paid significant sum for the engagement of O'Brien Criminal & Civil Solicitors unnecessarily as he was legally valid committee member – strata manager received two emails about Lot 158 being valid committee member on 19 March 2019 and 24 April 2019):

Legality of Committee

Lot 158 a Member of The Committee

Defamation

Mediation

Access to Documents

- Evidence of Bitcoin payment in amount of \$5,052.03 for ransomware attack in February 2019 (including name of benefactor and proof of ransom payment, date the Police notified and the Event number, date mandatory data breach

notification was completed with Australian Cybercrime Online Reporting Network (ACORN) - proof that strata files for

period prior to February 2017 were lost and Lot 181 had no files to prove he was financial to vote and be a committee member.

- Current contract with Uniqueco Property Services – check if Lot 181 signed it while unfinancial to vote and be a committee member.

Explanatory Note: Motion is designed to inform owners about Mr. Stan Pogorelsky's unfinancial status and misconduct since 1999.

Motion 13.	WARATAH STRATA MANAGEMENT FAILED TO DISCLOSE INSURANCE COMMISSIONS IN AGENDA FOR AGM 2024 AND PROVIDED FALSE STATEMENT ABOUT IT WHEN QUESTIONED AT THE MEETING ON 28 NOVEMBER 2024	Ordinary Resolution
<p>The Owners Corporation SP52948 by ORDINARY RESOLUTION confirms the following:</p> <p>1) In agenda for AGM 2024, Waratah Strata Management did not disclose insurance commissions in amount of \$9,936.71 for only half-year renewal, as required by SSMA 2015, Section 60 (1), (2) (disclosure by strata managing agents). The agenda in Motion 14 falsely claimed:</p> <p>THAT the owners corporation accept the report from the managing agent to the owners corporation which outlined commissions as disclosed in the insurance report. Waratah Strata Management is committed to the development and training of its staff and, in addition to formal training, from time to time arranges for unpaid presentations & training from industry professionals.</p> <p>2) In agenda for AGM 2024, Waratah Strata Management made an ambiguous disclosure of training services in amount of \$100.00 per person per year, which, if applied to owners in the complex amounted to \$21,800.00 for the insurance commissions. The agenda in Motion 14 claimed:</p> <p>The estimated value of training services is estimated at less than \$100 per person per year.</p> <p>3) Waratah Strata Management coerced owners to vote against report of their excessive and unnecessary insurance commissions, which directly benefited strata agency but not the owners corporation:</p> <p>https://www.nswstratasleuth.info/SP52948-insurance-premiums-and-commissions-since-1997.html</p>		

SP52948 Financial Year	Insurance Premiums (GST excl)	Difference to previous year	Comments and insurance commissions paid to strata manager (important: BCS Strata Management acquired Raine & Horne Strata Management in 2019, so it is effectively the same company since 1999)
2017	\$65,480.98	1.69%	BCS Strata Management not allowed to receive insurance commissions
2018	\$75,503.19	15.31%	\$6,570.16 paid to Waratah Strata Management
2019	\$81,382.12	7.79%	\$6,084.84 paid to Waratah Strata Management
2020	\$80,320.14	-1.30%	\$5,633.62 paid to Waratah Strata Management
2021	\$87,404.90	8.82%	Solicitor Adrian Mueller fully involved in forcing insurance claims for his own benefit \$6,541.55 paid to Waratah Strata Management Insurance claim for Solicitor Adrian Mueller (on 25 March 2022 Waratah Strata Management listed revenue from insurance claims in amount of \$19,758.14) broker forced SP52948 to pay extra \$1,617.37 (GST incl) as per invoice on 2022 for overdue excesses dated 20 September 2021 and 19 April 2022. SP52948 forced to repay \$4,545.45 (GST excl) to insurance company for Solicitor Adrian Mueller's legal costs in NCAT case SC 20/33352. \$6,541.55 paid to Waratah Strata Management
2022	\$99,132.62	13.42%	Insurance renewal was due on 21 September 2022 but paid on 26 September 2022 (creating risk of uncovered common property for period of five days). SP52948 high risk due to expired insurance. SP52948 was forced to repay \$15,200.14 to insurance company for Solicitor Adrian Mueller's legal costs in NCAT case SC 20/33352. \$6,541.55 paid to Waratah Strata Management
2023	\$149,529.07	50.84%	Insurance renewal was due on 21 September 2023 but not listed on Waratah Strata Management even as late as 11 October 2023. \$9,936.71 paid to Waratah Strata Management
2024	\$181,778.06	21.57%	Insurance renewed only for HALF-YEAR period (until 21 March 2025) due to insufficient funds in Admin Fund and HIGH legal risks; full insurance costs including a levy was undisclosed in Admin Fund as of 22 October 2024. Insurance company gave warnings in their policy on 24 September 2024: "Building Defects - Additional exclusion Building Defects and remedial work exclusion (applicable to all claims) will not pay any claims for Damage, Personal Injury, Property Damage, Loss of Income, expenses caused directly or indirectly by, contributed by or arising from any defect in any item, structural defect, faulty design, faulty workmanship error or omission as outlined within the report issued by Fire and rescue NSW dated 20/09/2024 and any subsequent reports." \$9,936.71 paid to Waratah Strata Management in advance warning to executive committee not to allow it
2025	\$122,690.28 (covering only half-year period!)	34.98%	

•Property and Stock Agents Act 2002 (PSAA 2002) changes in Section 57 Rebates, Discounts and Commissions dictate that an approval from the owners corporation is required for any commissions or training services, which must be detailed in the motion. This includes:

Amount and calculation of any commission.

The monetary value of any training or an estimate if unknown.

Nature of the relationship between the strata managing agent and the provider of the commission or training.

Explanation of why the commission or training serves the best interests of the owners corporation.

Confirming that accepting the gift or benefit does not breach obligations under the Property and Stock Agents Regulation 2022.

•Strata Schemes Management Act 2015 (SSMA 2015) changes in SSMA 2015:

Section 60 Disclosure of Commissions and Training Services)

Strata managing agents must update the strata committee as soon as practicable upon becoming aware of discrepancies in commissions or training services provided versus what was disclosed at the annual general meeting. This disclosure must include detailed explanations for any variations. Additionally, the Tribunal can order

a strata managing agent to repay undisclosed commissions or training services. Significant penalties apply for non-compliance, including 500 penalty units for corporations and 100 penalty units for individuals.

•Section 71 Strata Managing Agents and Building Managers Interests

Strata managing agents or building managers are now required to disclose interests before the appointment, with the maximum penalty for non-compliance being 50 penalty units.

•Section 166 Insurance Quotations

Strata managing agents must provide at least three insurance quotations detailing new specific information, including base premium amount, commission, stamp duty, broker fees, levy amount, etc.

•SCA's Best Practice Insurance Disclosure Guide:

https://www.strata.community/_files/ugd/276112_612b0311efa4415f82826646bab193af.pdf

5) Due to poor financial status and many risks, SP52948 needs to renew insurance for second half of 2025 by or on 21 March 2025.

Explanatory Note: Motion is designed to inform owners about unnecessary and excessive insurance commissions that Waratah Strata Management collects.

Motion 14.	WARATAH STRATA MANAGEMENT ENGAGED BIV REPORTS TO UPDATE INSURANCE VALUATION	Ordinary Resolution
<p>The Owners Corporation SP52948 by ORDINARY RESOLUTION confirms the following:</p> <p>1) BIV Reports was engaged for commissioning poorly prepared 10-Year Capital Works Fund without approval or discussions at general meeting in March 2017: https://www.nswstratasleuth.info/SP52948-BIV-report-Capital-Works-Fund-Mar2017.pdf</p> <p>2) BIV Reports was engaged in commissioning poorly prepared 10-Year Capital Works Fund without approval or discussions at general meeting in October 2021: https://www.nswstratasleuth.info/SP52948-BIV-report-Capital-Works-Fund-6Oct2021.pdf</p> <p>3) Discrepancies in their reports were documented and presented to Waratah Strata Management and committee members several times, without any response from them: https://www.nswstratasleuth.info/SP52948-discrepancies-in-BIV-report-for-10-Capital-Works-Fund-in-2017-and-2021-updated-Jan2025.pdf</p> <p>4) Critical issue that was not listed in agenda for committee meetings on 6 January 2025 and 6 February 2025: non-compliance with strict orders by SUU Insurance company dated 24 September 2024: https://www.nswstratasleuth.info/SP52948-year-2024/SP52948-Insurance-Policy-24Sep2024.pdf</p> <p>In it, the insurance company stated:</p> <p>Building Defects</p> <p>Additional policy exclusion Building Defects and remedial work exclusion (applicable to all sections)</p> <p>We will not pay any claims for Damage, Personal Injury, Property Damage, Loss, or legal expenses caused directly or indirectly by, contributed by or arising from any of the defect in any item, structural defect, faulty design, faulty workmanship error or omission as outlined within the report issued by Fire and rescue NSW dated 08/11/2019 and any subsequent reports.</p> <p>Risk Survey</p> <p>Cover under this policy is subject to a Risk Survey being conducted by Strata Unit Underwriters and implementation by the insured of any suggested risk improvements within 60 days of request.</p> <p>Should the insured not make the reasonable suggested risk improvements within 60 days of request, and should the Risk Survey of the premises show an increased risk of loss, damage or liability in relation to the premises, Strata Unit Underwriters may charge an additional premium, change the cover of your policy and/or impose special conditions to reflect the increased risk of loss, damage or liability. Strata Unit Underwriters may also cancel the policy if permitted by the Insurance Contracts Act 1984 (Cth).</p>		

It is important for the insured to know that Strata Unit Underwriters may make changes to this Policy as a result of a change in the insured's information. When there is a change, Strata Unit Underwriters will inform you. If the insured is not satisfied with the changes, the insured may cancel the policy.

5) Instead of addressing fire safety concerns promptly, strata manager and committee members sent orders for insurance

valuations to BIV Reports on 8 January 2025:

<https://www.nswstratasleuth.info/SP52948-year-2025/SP52948-waratahstrata-Maintenance-folder-7Jan2025.pdf>

<https://www.nswstratasleuth.info/SP52948-year-2025/SP52948-waratahstrata-Maintenance-folder-8Jan2025.pdf>

<https://www.nswstratasleuth.info/SP52948-year-2025/SP52948-waratahstrata-Maintenance-folder-BIV-asked-to-update-insurance-valuation-8Jan2025.pdf>

6) BIV Reports has been confirmed as company with poor quality of services, and they were contacted multiple times to

explain their unprofessional assessments in 10-Year Capital Works Fund but they never replied:

15 April 23017

16 April 2017

15 October 2021

7) As of late-February 2025 Waratah Strata Management listed these Open Work Orders for maintenance and evaluation

of risks for OH&S and fire safety (two of them opened since February 2024):

<https://www.nswstratasleuth.info/SP52948-year-2025/SP52948-waratahstrata-Maintenance-Open-Work-Orders-folder-23Feb2025.pdf>

Strata Plan 52948

Work Orders			Quotes
▼ Open Work Orders			
▲ Date	Status	Job Summary	No
08/01/2025	Sent	Update Insurance Valuation	20174
04/10/2024	Sent	Sewer Relining	18992
27/02/2024	Sent	Fire safety equipment repairs	16578
13/02/2024	Sent	Fire safety - fire sprinkler repairs	16467

Explanatory Note: Motion is designed to inform owners about problems with engaging BIV Reports.

**MINUTES OF THE ANNUAL GENERAL MEETING
OF Strata Plan NO: 52948
1-15 FONTENOY ROAD MACQUARIE PARK**

Meeting Date	28 November 2024																																																																																																		
Meeting Location	Online Meeting, Via Zoom Only																																																																																																		
Time	06:00 PM	Opened: 06:00 PM	Closed: 10:00 PM.																																																																																																
Lots Represented	<table><tr><td>Lot 1</td><td>Andrew Ip</td><td>Proxy present</td></tr><tr><td>Lot 2</td><td>M. Paltikian & A Makasian</td><td>Proxy present</td></tr><tr><td>Lot 3</td><td>Lorna Zelunzuk</td><td>Owner present</td></tr><tr><td>Lot 5</td><td>Maureen McDonald</td><td>Proxy present (pre-voted)</td></tr><tr><td>Lot 7</td><td>James Zachary Zuravle</td><td>Owner present</td></tr><tr><td>Lot 8</td><td>Upali Arawela & Marguerite Aranwela</td><td>Proxy present</td></tr><tr><td>Lot 9</td><td>Marianna Paltikian & Awidis Makasian</td><td>Proxy present</td></tr><tr><td>Lot 10</td><td>Kamini Desai & Ramesh Desai</td><td>Proxy present</td></tr><tr><td>Lot 13</td><td>Genelle Godbee</td><td>Proxy present</td></tr><tr><td>Lot 15</td><td>Maureen McDonald</td><td>Proxy present</td></tr><tr><td>Lot 16</td><td>Genelle Godbee</td><td>Proxy present</td></tr><tr><td>Lot 19</td><td>Upali Arawela & Marguerite Aranwela (non-financial)</td><td>Proxy present</td></tr><tr><td>Lot 21</td><td>Upali Arawela & Marguerite Aranwela</td><td>Proxy present</td></tr><tr><td>Lot 22</td><td>Maureen McDonald</td><td>Proxy present</td></tr><tr><td>Lot 23</td><td>Maureen McDonald</td><td>Proxy present</td></tr><tr><td>Lot 24</td><td>Genelle Godbee</td><td>Proxy present</td></tr><tr><td>Lot 25</td><td>Nicholas Bulla</td><td>Electronic vote</td></tr><tr><td>Lot 27</td><td>Maureen McDonald</td><td>Proxy present</td></tr><tr><td>Lot 30</td><td>Upali Arawela & Marguerite Aranwela</td><td>Proxy present</td></tr><tr><td>Lot 32</td><td>James Zuravle (non-financial)</td><td>Proxy present</td></tr><tr><td>Lot 33</td><td>Jeffery Wang</td><td>Electronic vote</td></tr><tr><td>Lot 34</td><td>Jeffery Wang</td><td>Electronic vote</td></tr><tr><td>Lot 35</td><td>Kamini Desai & Ramesh Desai</td><td>Proxy present</td></tr><tr><td>Lot 36</td><td>Maureen McDonald</td><td>Proxy present</td></tr><tr><td>Lot 38</td><td>Kamini Desai & Ramesh Desai</td><td>Proxy present</td></tr><tr><td>Lot 39</td><td>Maureen McDonald</td><td>Proxy present</td></tr><tr><td>Lot 40</td><td>Maureen McDonald (non-financial)</td><td>Proxy present</td></tr><tr><td>Lot 41</td><td>Maureen McDonald</td><td>Proxy present</td></tr><tr><td>Lot 44</td><td>Kamini Desai & Ramesh Desai</td><td>Proxy present (pre-voted)</td></tr><tr><td>Lot 45</td><td>Kamini Desai & Ramesh Desai</td><td>Proxy present</td></tr><tr><td>Lot 46</td><td>Kamini Desai & Ramesh Desai</td><td>Proxy present</td></tr><tr><td>Lot 47</td><td>James Zuravle</td><td>Proxy present</td></tr></table>			Lot 1	Andrew Ip	Proxy present	Lot 2	M. Paltikian & A Makasian	Proxy present	Lot 3	Lorna Zelunzuk	Owner present	Lot 5	Maureen McDonald	Proxy present (pre-voted)	Lot 7	James Zachary Zuravle	Owner present	Lot 8	Upali Arawela & Marguerite Aranwela	Proxy present	Lot 9	Marianna Paltikian & Awidis Makasian	Proxy present	Lot 10	Kamini Desai & Ramesh Desai	Proxy present	Lot 13	Genelle Godbee	Proxy present	Lot 15	Maureen McDonald	Proxy present	Lot 16	Genelle Godbee	Proxy present	Lot 19	Upali Arawela & Marguerite Aranwela (non-financial)	Proxy present	Lot 21	Upali Arawela & Marguerite Aranwela	Proxy present	Lot 22	Maureen McDonald	Proxy present	Lot 23	Maureen McDonald	Proxy present	Lot 24	Genelle Godbee	Proxy present	Lot 25	Nicholas Bulla	Electronic vote	Lot 27	Maureen McDonald	Proxy present	Lot 30	Upali Arawela & Marguerite Aranwela	Proxy present	Lot 32	James Zuravle (non-financial)	Proxy present	Lot 33	Jeffery Wang	Electronic vote	Lot 34	Jeffery Wang	Electronic vote	Lot 35	Kamini Desai & Ramesh Desai	Proxy present	Lot 36	Maureen McDonald	Proxy present	Lot 38	Kamini Desai & Ramesh Desai	Proxy present	Lot 39	Maureen McDonald	Proxy present	Lot 40	Maureen McDonald (non-financial)	Proxy present	Lot 41	Maureen McDonald	Proxy present	Lot 44	Kamini Desai & Ramesh Desai	Proxy present (pre-voted)	Lot 45	Kamini Desai & Ramesh Desai	Proxy present	Lot 46	Kamini Desai & Ramesh Desai	Proxy present	Lot 47	James Zuravle	Proxy present
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Lot 44	Kamini Desai & Ramesh Desai	Proxy present (pre-voted)																																																																																																	
Lot 45	Kamini Desai & Ramesh Desai	Proxy present																																																																																																	
Lot 46	Kamini Desai & Ramesh Desai	Proxy present																																																																																																	
Lot 47	James Zuravle	Proxy present																																																																																																	

Lot 50	Marianna Paltikian & Awidis Makasian	Proxy present
Lot 51	Guiseppe Spatola	Proxy present
Lot 52	Barbara L Jones	Owner present
Lot 53	Basil Gionea & Astrid Gionea (non-financial)	Proxy present
Lot 54	Basil Gionea & Astrid Gionea	Proxy present
Lot 55	Upali Arawela & Marguerite Aranwela	Proxy present
Lot 57	Andrew Ip (non-financial)	Proxy present
Lot 59	Andrew Ip	Proxy present
Lot 60	Guiseppe Spatola	Proxy present
Lot 62	Andrew Ip	Proxy present
Lot 64	Stanley Pogorelsky & Tessa Pogorelsky	Proxy present
Lot 65	Benjamin Robert Flack	Owner present
Lot 68	Simon Paul Sheen	Owner present
Lot 69	Basil Gionea & Astrid Gionea	Proxy present
Lot 70	Anna M Pawlak	Owner present
Lot 72	Carole Suat Swee Gan	Owner present
Lot 73	Stanley Pogorelsky & Tessa Pogorelsky	Proxy present
Lot 74	Kamini Desai & Ramesh Desai	Proxy present
Lot 75	Stanley Pogorelsky & Tessa Pogorelsky	Proxy present
Lot 76	Andrew Ip	Proxy present
Lot 79	Basil Gionea & Astrid Gionea (non-financial)	Proxy present
Lot 80	Kamini Desai	Proxy present
Lot 82	Genelle Godbee (non-financial)	Proxy present
Lot 83	Giuseppe Spatola	Proxy present
Lot 84	Carlos Montoya & Fornieles (non-financial)	Proxy present
Lot 87	Basil Gionea & Astrid Gionea	Owner present
Lot 88	Marianna Hagop Jin Ibrahim Paltikian & Awidis Makasian	Owner present
Lot 90	Marianna Paltikian & Awidis Makasian	Proxy present
Lot 92	Genelle Godbee	Proxy present
Lot 93	Carlos Montoya & Chiharu Fornieles	Proxy present
Lot 94	Andrew Ip	Proxy present
Lot 102	Carlos Montoya & Chiharu	Proxy present
Lot 103	Upali Arawela & Marguerite Aranwela	Proxy present
Lot 107	Marianna Paltikian & Awidis Makasian	Proxy present
Lot 110	Carlos Montoya & Chiharu Fornieles (non-financial)	Proxy present
Lot 112	Carlos Fornieles Montoya	Owner present (pre-voted)
Lot 113	Carlos Montoya & Chiharu Fornieles	Proxy present
Lot 114	Sandeep Kapoor	Owner present

Lot 118	Marianna Paltikian & Awidis Makasian	Proxy present
Lot 119	Andrew Ip	Proxy present
Lot 120	Upali Aranwela & Marguerite Aranwela	Proxy present
Lot 122	Upali Arawela & Marguerite Aranwela	Proxy present
Lot 123	Carlos Montoya & Chiharu Fornieles	Proxy present
Lot 126	Carlos Montoya & Chiharu Fornieles	Proxy present
Lot 129	Upali Arawela & Marguerite Aranwela	Proxy present
Lot 130	Marianna Paltikian & Awidis Makasian	Proxy present
Lot 133	Andrew Howing Ip	Owner present
Lot 134	Philip Wong	Electronic vote
Lot 135	Genelle Godbee	Proxy present
Lot 136	Timothy and Susan Kemsley	Electronic vote
Lot 137	Timothy Kemsley	Electronic vote
Lot 139	Upali Arawela & Marguerite Aranwela	Proxy present
Lot 141	Genelle Godbee	Proxy present
Lot 142	Genelle Godbee	Owner present (pre-voted)
Lot 144	Pui Lam Erica Wong	Electronic vote
Lot 146	Upali Arawela & Marguerite Aranwela	Proxy present
Lot 147	Stanley Pogorelsky & Tessa Pogorelsky	Proxy present
Lot 150	Genelle Godbee	Proxy present
Lot 151	Maureen McDonald	Owner present
Lot 152	Jin Young Lee & Won Kyung Lee	Owner present
Lot 153	Andrew Ip	Proxy present (pre-voted)
Lot 155	Kamini Desai & Ramesh Desai	Proxy present
Lot 156	Andrew Ip	Proxy present
Lot 157	James Zuravle	Proxy present
Lot 158	D B	Owner present
Lot 159	Ramesh Desai	Owner present (pre-voted)
Lot 160	Harry George Poulos	Electronic vote
Lot 162	Darren Scott Flood	Owner present
Lot 163	Kamini Desai & Ramesh Desai	Proxy present
Lot 165	James Zuravle	Proxy present
Lot 167	James Zuravle	Proxy present
Lot 168	Stanley Pogorelsky & Tessa Pogorelsky	Proxy present
Lot 169	Andrew Ip (non-financial)	Proxy present
Lot 170	Swati Pandit	Owner present
Lot 173	James Zuravle	Proxy present
Lot 175	Stanley Pogorelsky & Tessa Pogorelsky	Proxy present
Lot 176	Stanley Pogorelsky & Tessa Pogorelsky	Proxy present
Lot 177	James Zuravle	Proxy present
Lot 179	Basil Gionea & Astrid Gionea	Proxy present

	Lot 180	Maureen McDonald	Proxy present
	Lot 181	Stanley Pogorelsky & T L Pogorelsky	Owner present
	Lot 182	Stanley Pogorelsky & Tessa Pogorelsky	Proxy present
	Lot 185	Marianna Paltikian & Awidis Makasian	Proxy present
	Lot 186	Stanley Pogorelsky & Tessa Pogorelsky	Proxy present
	Lot 187	Carlos Montoya & Chiharu Fornieles	Proxy present
	Lot 190	Kerion George Poulos	Owner present
	Lot 193	James Zuravle	Proxy present
	Lot 194	Jeffrey Wang	Proxy present
	Lot 196	Jeffery Wang	Proxy present
	Lot 198	Jeffery Wang	Proxy present
	Lot 199	James Zuravle	Proxy present
	Lot 200	Giuseppe Anthony Spatola	Owner present
	Lot 201	Jeffrey Wang	Proxy present
	Lot 203	Jeffrey Wang	Proxy present
	Lot 205	Basil Gionea & Astrid Gionea	Proxy present (pre-voted)
	Lot 206	Jeffrey Wang	Proxy present
	Lot 207	Basil Gionea & Astrid Gionea	Proxy present
	Lot 209	Basil Gionea & Astrid Gionea	Proxy present (pre-voted)
	Lot 211	Francois Degros & Ruimin Pan	Owner present
	Lot 212	Carlos Montoya & Chiharu Fornieles	Proxy present
	Lot 213	Jeffrey Wang	Proxy present
	Lot 214	Marianna Paltikian & Awidis Makasian	Proxy present
	Lot 215	Jeffrey Wang	Proxy present
	Lot 216	Stanley Pogorelsky & Tessa Pogorelsky	Proxy present
	Lot 217	Jeffrey Wang	Proxy present
	Lot 218	Jeffery Wang	Owner present (pre-voted)
	Lot 219	Jeffrey Wang	Proxy present (pre-voted)
Chairperson	Nicolas Cozic (Waratah Strata Management)		
Additional Attendees	Alex Tomasko (Waratah Strata Management) Robert Odenthal (Waratah Strata Management) Melvil Kumar Sarah Poulos		
Proxies	Lot 1	Jacqueline Jung Eun Lee & Brian Jung Won Suh	Proxy Name: Andrew Ip
	Lot 2	Nuria Rodney Gonsalves & Rodney Thomas Gonsalves	Proxy Name: M. Paltikian & A Makasian
	Lot 5	Kent Chee Kent Wong & Grace Sze Kay Wong	Proxy Name: Maureen McDonald
	Lot 8	Noushin Farzam	Proxy Name: Upali Arawela & Marguerite Aranwela

Lot 9	Paul Thabet & Alison Margaret Hammond	Proxy Name: Marianna Paltikian & Awidis Makasian
Lot 10	Gang Yang & Lin Liu	Proxy Name: Kamini Desai & Ramesh Desai
Lot 13	Christopher Hugh Toynton and Bethan Prosser	Proxy Name: Genelle Godbee
Lot 15	Joan Hulme	Proxy Name: Maureen McDonald
Lot 16	Richard Di Liu	Proxy Name: Genelle Godbee
Lot 19	Recida Poojari (non-financial)	Proxy Name: Upali Arawela & Marguerite Aranwela
Lot 21	Thomas Karolewski	Proxy Name: Upali Arawela & Marguerite Aranwela
Lot 22	Ann Hei Ying Chan	Proxy Name: Maureen McDonald
Lot 23	Jenny Thomas & M Thomas	Proxy Name: Maureen McDonald
Lot 24	Tak Wah Tse	Proxy Name: Genelle Godbee
Lot 27	Prashant Mangla & Mansi Khandelwal	Proxy Name: Maureen McDonald
Lot 30	Christian Rosario & Li May Ngu	Proxy Name: Upali Arawela & Marguerite Aranwela
Lot 32	Ms Angelina Tso Kum Leung (non-financial)	Proxy Name: James Zuravle
Lot 33	J I M Wang & Q H L Wang	Proxy Name: Jeffery Wang
Lot 35	Patrick NG	Proxy Name: Kamini Desai & Ramesh Desai
Lot 36	Dr Johan Wijaya & D Hoalim	Proxy Name: Maureen McDonald
Lot 38	Archak Sahakian	Proxy Name: Kamini Desai & Ramesh Desai
Lot 39	Junheng Zhu	Proxy Name: Maureen McDonald
Lot 40	Mayank Rawal & Manika Rawal (non-financial)	Proxy Name: Maureen McDonald
Lot 41	David King-Yee Ching	Proxy Name: Maureen McDonald
Lot 44	Jeff Zhang & Liang Mei Wee	Proxy Name: Kamini Desai & Ramesh Desai
Lot 45	Avo Stepanyan & Jaklin Mailian	Proxy Name: Kamini Desai & Ramesh Desai
Lot 46	Wiacheslav Baboshyn	Proxy Name: Kamini Desai & Ramesh Desai
Lot 47	Aritra Chakravarty and Oona Banarji	Proxy Name: James Zuravle
Lot 50	Junhong Li Ma	Proxy Name: Marianna Paltikian & Awidis Makasian
Lot 51	King Yuen Lui & Kum Yee Lui	Proxy Name: Guiseppe Spatola
Lot 53	Mrs Alice Jane Jenner Waddington & Mr Shahe Daniel Momdjian (non-financial)	Proxy Name: Basil Gionea & Astrid Gionea
Lot 54	Siman Chen	Proxy Name: Basil Gionea & Astrid Gionea

Lot 55	Nan Xiao	Proxy Name: Upali Arawela & Marguerite Aranwela
Lot 57	Anna Louise Richardson (non-financial)	Proxy Name: Andrew Ip
Lot 59	Hazem Bounni	Proxy Name: Andrew Ip
Lot 60	Joel Vijit Jebakumaran Arnold	Proxy Name: Guiseppe Spatola
Lot 62	Upali Percival A Arawela & Marguerite Vijayarane Aranwela	Proxy Name: Andrew Ip
Lot 64	Dennis Nai Choy Yeung and Rose Serena Win-Sheung Yeung	Proxy Name: Stanley Pogorelsky & Tessa Pogorelsky
Lot 69	June Yeoung Kim and Si Soo Ka Yeom	Proxy Name: Basil Gionea & Astrid Gionea
Lot 73	Sam Blechman	Proxy Name: Stanley Pogorelsky & Tessa Pogorelsky
Lot 74	Christine Emillie Coulter & Kristine Kat Seeto & Nicholas David Coulter & Timothy James Coulter	Proxy Name: Kamini Desai & Ramesh Desai
Lot 75	Gerald Hermann Cohen & Norma Cohen	Proxy Name: Stanley Pogorelsky & Tessa Pogorelsky
Lot 76	Tik Man Yung	Proxy Name: Andrew Ip
Lot 79	Charbel Ibrahim (non-financial)	Proxy Name: Basil Gionea & Astrid Gionea
Lot 80	Vikas Pathania & Parnamita Dhar	Proxy Name: Kamini Desai
Lot 82	Edward Hyung Chul Se and Hyon Mi Kim (non-financial)	Proxy Name: Genelle Godbee
Lot 83	Stephen Arthur Craven & June Robyn Craven	Proxy Name: Giuseppe Spatola
Lot 84	Anna Louise McPherson (non-financial)	Proxy Name: Carlos Montoya & Fornieles
Lot 90	Peter Lloyd Perera	Proxy Name: Marianna Paltikian & Awidis Makasian
Lot 92	Mr Paul Chun-Tung Tsui	Proxy Name: Genelle Godbee
Lot 93	Ju Seok Yi & Hyo-Seon Lee	Proxy Name: Carlos Montoya & Chiharu Fornieles
Lot 94	Hoi Tik Kwok and Sin Man Emily Kwok	Proxy Name: Andrew Ip
Lot 102	Young Sik Park & Hoo Jeong Kim	Proxy Name: Carlos Montoya & Chiharu
Lot 103	D & B Leo	Proxy Name: Upali Arawela & Marguerite Aranwela
Lot 107	Jennifer Cohen	Proxy Name: Marianna Paltikian & Awidis Makasian
Lot 110	Kathy M Taylor (non-financial)	Proxy Name: Carlos Montoya & Chiharu Fornieles
Lot 113	Raajesh Srinivasa Rama & Padma Sourirajan	Proxy Name: Carlos Montoya & Chiharu Fornieles

Lot 118	Seyed Navid Majlessi & Atieh Agha Mohammadi	Proxy Name: Marianna Paltikian & Awidis Makasian
Lot 119	Hyo Sook Chung	Proxy Name: Andrew Ip
Lot 120	I K Lai	Proxy Name: Upali Aranwela & Marguerite Aranwela
Lot 122	Ruth Cohen-Hallaleh	Proxy Name: Upali Arawela & Marguerite Aranwela
Lot 123	Mrs Patricia Hang-Yee Tsui	Proxy Name: Carlos Montoya & Chiharu Fornieles
Lot 126	Patricia Hang-Yee Tsui	Proxy Name: Carlos Montoya & Chiharu Fornieles
Lot 129	Latha Thiruvadi Jaganthan & Murali Ramaswami	Proxy Name: Upali Arawela & Marguerite Aranwela
Lot 130	Ting Wang	Proxy Name: Marianna Paltikian & Awidis Makasian
Lot 135	Julie Francis Bonello	Proxy Name: Genelle Godbee
Lot 139	Kyung Won Chang and Hee Kyung Lee	Proxy Name: Upali Arawela & Marguerite Aranwela
Lot 141	Kevin Ying Kin Tam and Lyvia Finani Alam	Proxy Name: Genelle Godbee
Lot 146	Robin Earle Lupton & Alexandra Louise Lupton	Proxy Name: Upali Arawela & Marguerite Arawela
Lot 147	Simcha Zelda Levitt	Proxy Name: Stanley Pogorelsky & Tessa Pogorelsky
Lot 150	Diedre Jill Niar	Proxy Name: Genelle Godbee
Lot 153	Fei Ming Kim & Ryan Chang-Ho Kim	Proxy Name: Andrew Ip
Lot 155	Mohsen Alemzadeh	Proxy Name: Kamini Desai & Ramesh Desai
Lot 156	Barry Michael Slon	Proxy Name: Andrew Ip
Lot 157	Nur Teck Hao Lim & Lidya Arianti Umbul	Proxy Name: James Zuravle
Lot 163	Andrew Sung-Chul Park & Joo Ae Lee	Proxy Name: Kamini Desai & Ramesh Desai
Lot 165	Christopher Bahdah Nahm & Sharon Hyo-Eon Shin	Proxy Name: James Zuravle
Lot 167	Kanwar Prashant Hari Singh and Sara Faisal Shash	Proxy Name: James Zuravle
Lot 168	Elray Australia Pty Ltd	Proxy Name: Stanley Pogorelsky & Tessa Pogorelsky
Lot 169	Kevin The & Lillis Tan (non-financial)	Proxy Name: Andrew Ip
Lot 173	Kanwar Vikrant Pratap SINGH & Sanya KALIA	Proxy Name: James Zuravle
Lot 175	Robert Lev & Sophia Lev	Proxy Name: Stanley Pogorelsky & Tessa Pogorelsky
Lot 176	Shaodan Zhu	Proxy Name: Stanley Pogorelsky & Tessa Pogorelsky
Lot 177	Mi Ran Joung	Proxy Name: James Zuravle

Lot 179	Cheuk Hing Ho and Wai Seung Chiu	Proxy Name: Basil Gionea & Astrid Gionea
Lot 180	Priya Agarwal & Mohit Garg	Proxy Name: Maureen McDonald
Lot 182	Francis Tso Yuan Chow & Anne Hing Ha Chow	Proxy Name: Stanley Pogorelsky & Tessa Pogorelsky
Lot 185	Paul Man Dick Chu & Monica Tse Wai Chow	Proxy Name: Marianna Paltikian & Awidis Makasian
Lot 186	John David & Jayaletchmi David	Proxy Name: Stanley Pogorelsky & Tessa Pogorelsky
Lot 187	T G Lin & Rustandi	Proxy Name: Carlos Montoya & Chiharu Fornieles
Lot 193	Lech Wieczorek	Proxy Name: James Zuravle
Lot 194	Hyeok Jin & Kisung Ha	Proxy Name: Jeffrey Wang
Lot 196	Shek Fai Lo	Proxy Name: Jeffery Wang
Lot 198	Xiao Juan Li	Proxy Name: Jeffery Wang
Lot 199	Andrew Tsz Kit Cho & Pui Yee Yung	Proxy Name: James Zuravle
Lot 201	Ziba Zohrehvandi	Proxy Name: Jeffrey Wang
Lot 203	Yan Chen	Proxy Name: Jeffrey Wang
Lot 205	Michael Chun Tao Chan & Xiao Wen Yang-Chan	Proxy Name: Basil Gionea & Astrid Gionea
Lot 206	Richard Bernard Parkes Shannon and Amanda Shannon	Proxy Name: Jeffrey Wang
Lot 207	A Lee	Proxy Name: Basil Gionea & Astrid Gionea
Lot 209	Robert Walter Brown	Proxy Name: Basil Gionea & Astrid Gionea
Lot 212	Geoff Anderson	Proxy Name: Carlos Montoya & Chiharu Fornieles
Lot 213	Joanna Bik-Kuen Yeung & Victor Anthony Chi Kit Yeung	Proxy Name: Jeffrey Wang
Lot 214	Karen Gaby Yeung	Proxy Name: Marianna Paltikian & Awidis Makasian
Lot 215	Wen-Yen Hu & Zhaolan Wu	Proxy Name: Jeffrey Wang
Lot 216	Anne Chevonne Perera	Proxy Name: Stanley Pogorelsky & Tessa Pogorelsky
Lot 217	Ping Ji & Qing Zhang	Proxy Name: Jeffrey Wang
Lot 219	Gengfeng Huang & Xinyi Liang	Proxy Name: Jeffrey Wang
Quorum	There being a quorum represented, the meeting opened at 06:00 PM.	

Motion 1	
Minutes	Ordinary Resolution Submitted by Strata Committee
THAT the minutes of the last general meeting 22 February 2024 be confirmed as a true record and account of the proceedings of that meeting.	
MOTION RESOLVED	

Motion 2	
Chairperson's Report	Ordinary Resolution Submitted by Strata Committee
THAT the Chairperson's Report be reviewed and acknowledged.	
MOTION RESOLVED	

Motion 3	
Financial Accounts	Ordinary Resolution Submitted by Strata Committee
(a) THAT the audited financial statements for the period ended 31 August 2024 be adopted. (b) THAT the accounting records and statements of the financial information for the period ending 31 October 2024 attached be adopted.	
MOTION RESOLVED	

Motion 4	
Auditor	Ordinary Resolution Submitted by Strata Committee
THAT an independent auditor be appointed for the period ending 31 August 2025.	
MOTION RESOLVED	

Motion 5	
Tender Analysis - Core Consulting Engineers	Ordinary Resolution Submitted by Strata Manager
That the Tender Analysis completed by Core Consulting Engineers, dated 08 October 2024, be reviewed and accepted.	
MOTION RESOLVED	

Motion 6	
Quotation Acceptance - Fire Safety Works	Ordinary Resolution Submitted by Strata Manager
That one of the following contractors be approved to carry out the works as detailed within their respective quotation and that the approved works be funded by way of capital works fund budget to be considered in motion 9.	
Flame Safe Fire Protect Services Superior Fire Services	
Note (not part of motion): Due to the excessive tender provided by Remedial, they have not been considered within this motion.	
MOTION RESOLVED	

Motion 6 Alternatives	
Alternatives for Quotation Acceptance - Fire Safety Works	Motion Alternatives Submitted by Strata Manager
(Option A) Flame Safe - \$ 783,713 (Option B) Fire Protect Services - \$ 997,240 (Option C) Superior Fire Services - \$907,124 'OPTION C' has been selected with the highest votes.	

Motion 7	
Quarterly Administration Fund Levies	Ordinary Resolution Submitted by Strata Committee
<p>THAT in accordance with Section 79(1) of the <i>Strata Schemes Management Act 2015</i>, that the estimate of receipts and payments, be considered and levies be determined to the administrative fund in accordance with section 81(1) of the <i>Strata Schemes Management Act 2015</i> at \$1,300,000.00 plus GST for the period February 2025 to January 2026. Payable in four equal instalments with the first instalment due on 1 February 2025, and subsequent instalments due on 1 May 2025, 1 August 2025 and 1 November 2025.</p>	
MOTION RESOLVED	

Motion 8	
Capital Works Fund Plan	Ordinary Resolution Submitted by Strata Committee
<p>THAT the owners corporation review the 10-year plan for the capital works fund in accordance with section 80(7) of the <i>Strata Schemes Management Act 2015</i> dated 06 October 2021 and authorises the strata manager to update.</p>	
MOTION DEFEATED	

Motion 9	
Quarterly Capital Works Fund Levies	Ordinary Resolution Submitted by Strata Committee
<p>THAT in accordance with Section 79(2) of the <i>Strata Schemes Management Act 2015</i>, that the estimate of receipts and payments, be considered and levies be determined to the Capital Works Fund in accordance with section 81(1) of the <i>Strata Schemes Management Act 2015</i> at \$600,000.00 plus GST, for the period February 2025 to January 2026. Payable in four equal instalments with the first instalment due on 1 February 2025, and subsequent instalments due on 1 May 2025, 1 August 2025 and 1 November 2025.</p>	
MOTION RESOLVED	

Motion 10	
Debt Recovery	Ordinary Resolution Submitted by Strata Committee
<p>THAT the managing agent be instructed to:</p> <ul style="list-style-type: none"> a. send reminders to owners who do not pay levies within the month that they become due; b. commence legal proceedings for the recovery of outstanding levies, interest, costs & expenses; c. engage a mercantile agent, solicitor and/or legal counsel for the purpose of conducting proceedings; d. instruct a mercantile agent, solicitors and/or legal counsel in relation to such proceedings. 	
MOTION RESOLVED	

Motion 11	
Debt Recovery Payment Plan	Ordinary Resolution Submitted by Strata Committee
<p>THAT in accordance with section 85(5) of the <i>Strata Schemes Management Act 2015</i>, the managing agent may, on behalf of the owners corporation, enter into payment plans with owners on request subject to there being, in the managing agent's opinion, sufficient funds to meet the owners corporations needs.</p>	
MOTION RESOLVED	

Motion 12	
Insurances	Ordinary Resolution Submitted by Strata Committee
<p>THAT the owners corporation confirm the insurance reports prepared by the managing agent.</p>	
MOTION RESOLVED	

Motion 13	
Insurance Valuation	Ordinary Resolution Submitted by Strata Committee
<p>THAT the owners corporation engage a valuer to value the building damage insurance amount for replacement and reinstatement as required under section 161 of the Strata Schemes Management Act 2015. The last valuation was completed in September 2022.</p>	
MOTION RESOLVED	

Item 14	
Commissions & Training Services	
<p>THAT the owners corporation accept the report from the managing agent to the owners corporation which outlined commissions as disclosed in the insurance report. Waratah Strata Management is committed to the development and training of its staff and, in addition to formal training, from time to time arranges for unpaid presentations & training from industry professionals. The estimated value of training services is estimated at less than \$100 per person per year.</p>	
ACKNOWLEDGED	

Notes
<p>In accordance with Section 60 of the <i>Strata Schemes Management Act 2015 (NSW)</i>, the Strata Manager disclosed to the Owners Corporation at the Annual General Meeting held on 28 November 2024, that commissions have been received in relation to the insurance policy of the Owners Corporation.</p> <p>The total amount of commission received by the Strata Manager during the reporting period was \$9,936.71. This disclosure has been noted in the records of the Owners Corporation.</p>

Motion 15

Strata Committee Nomination & Election

Ordinary Resolution

Submitted by Strata Committee

THAT the nominations of the strata committee be received and that the number of members on the strata committee be nine (9) and those members be as follows:

Name	Lot
Giuseppe Anthony Spatola	51
Jeffery Ching-Hao Wang	33/34
Kamini Desai	159
Carlos Fornieles Montoya	112
Genelle Godbee	142
Marianna Hagop Jin Ibrahim Paltikian	88
Stanley Pogorelsky	64
Carole Suat Swee Gan	72
James Zachary Zuravle	47

MOTION RESOLVED

Motion 17

Restricted Matters

Ordinary Resolution

Submitted by Strata Committee

THAT in accordance with clause 6(a) and 9(i) of Schedule 1 of the *Strata Schemes Management Act 2015* to decide if any matter or type of matter is to be determined by the owners corporation at a general meeting.

Please note that this motion must be CARRIED and selected as 'YES' to proceed to select either option A or B

MOTION RESOLVED

Motion 17 Alternatives	
Alternatives for Restricted Matters	Motion Alternatives Submitted by Strata Committee
<p>(Option A) THAT there be no specific matter for which a general meeting must be convened. (Option B) THAT a matter is to be determined by the owners corporation at a general meeting.</p> <p><i>Should a lot owner wish to impose a restriction on the strata committee, that this specific restriction be submitted in writing to the strata manager at least 24 hours prior to the meeting.</i> (Option C) Abstain</p> <p>'OPTION B' has been selected with the highest votes with a monetary value of \$100,000.00</p>	

Motion 18	
Annual Fire Safety Statement	Ordinary Resolution Submitted by Strata Committee
<p>THAT the owners corporation consider the most recent annual fire safety statement, confirm arrangements for obtaining the next annual fire safety statement, and instruct the managing agent to sign the statement on behalf of the owners corporation for submission to council.</p>	
MOTION RESOLVED	

Motion 19	
Restrictions on Spending Expenditure vs Budget	Ordinary Resolution Submitted by Strata Committee
<p>That the 10% per item limitation of budget to actual expenditure be removed.</p>	
MOTION RESOLVED	

Motion 20	
Work Health & Safety Committee	Ordinary Resolution Submitted by Strata Committee
<p>THAT the members of the work health & safety committee be determined and elected.</p>	
MOTION DEFEATED	

Motion 21	
Work Health & Safety Consultant	Ordinary Resolution Submitted by Strata Committee
THAT a qualified contractor be appointed to carry out a work health and safety survey.	
MOTION RESOLVED	

Motion 22	
Pest Inspection	Ordinary Resolution Submitted by Strata Committee
THAT the owners corporation engages a contractor to inspect and undertake the general pest control to the complex.	
MOTION RESOLVED	

Motion 23	
Special by-laws xx- Lot 79	Special Resolution Submitted by Owner CHARBEL IBRAHIM- Lot 79
<p>The Owners – Strata Plan No. 52948 SPECIALLY RESOLVES pursuant to sections 108 and 143 of the Strata Schemes Management Act 2015 (“Act”) to:</p> <ol style="list-style-type: none"> 1. Authorise the Owner of Lot 79 to add to, alter and erect new structures on the common property by carrying out the Works (as that term is defined in the Special By-Law attached), subject to the terms and conditions of the Special By-Law attached; and 2. Grant the Owner of Lot 79 the exclusive use of the Exclusive Use Area (as that term is defined in the Special By-Law attached), <p>subject to the terms and conditions of the Special By-Law attached, and to make a by-law on the terms and conditions of the Special By-Law attached, and that notification of this change to the by-laws be lodged for registration in accordance with section 141 of the Act at the Registrar-General’s Office.</p>	
MOTION SPECIALLY RESOLVED	

Motion 24	
Renovation application -Lot 200	Ordinary Resolution Submitted by Strata Committee
That the renovation application of installation of Aurora 6.6KW system single phase solar panels on roof of Lot 200 be reviewed and approved.	
MOTION DEFEATED	

Motion 25	
Motions Requisitioned by Lot 158 Owner	Ordinary Resolution Submitted by Owner Lot 158
That the attached motions requisitioned by the owners of Lot 158 be tabled and discussed.	
MOTION DEFEATED	

Delivered By: CORE Consulting Engineers

CORE Representative: Mihir Trivedi

Date: 2 December 2024

CORE Project Reference: AS10355



Construction Stage Fee Proposal

Requested by: Waratah Strata Management

Client: Nicolas Cozic

Strata Plan No. 52948,
1-15 Fontenoy Road,
Macquarie Park NSW 2113

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Figure 1: Aerial image of building location from SIXmaps.	6
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About CORE

Our Mission

Our core purpose is to deliver outstanding engineering solutions to a diverse range of clients, across all major property sectors, Australia-wide. In doing so, we aim to improve the built environment we all live and work in, leaving a positive impact on the community and leading the industry to higher standards along the way. This mission is at the heart of everything we do, uniting and challenging us to build a safer and more sustainable future – **every project, every building, every day.**

Delivering 360° Solutions

CORE Consulting Engineers is a multi-disciplinary firm armed with the knowledge and expertise of over 40 of the industry's leading engineers. Spanning a diverse range of services, we are uniquely equipped to deliver fully integrated, 360° solutions for our clients. Our team work closely to ensure all facets of your project are considered – reducing risk, maximising performance, saving you time and money. **Your success is at the core of everything we do.**

Our Team

CORE was founded with an adventurous spirit and the vision to lead our industry to higher standards. Today, this sentiment is echoed by over 40 of the best engineers in the industry. Our people are our greatest asset and we pride ourselves on the quality of our team, their passion, dedication and tenacity to **delivering exceptional solutions and experiences for our partners.**



20+

years of operation



1800

return clients



2500+

buildings



5700+

completed projects Australia-wide

A 'People-First' Approach

We believe in building lasting relationships with our clients and offering long-term value. This belief is shared amongst our team, is the cornerstone of our business and guides every interaction we have. From the initial consultation stage, through to project delivery, completion, and beyond, we will always:



Dedicate the necessary time to listen and develop a strong understanding of your needs



Collaborate with you and offer flexible options



Ensure all documentation is peer reviewed by at least one engineer prior to delivery



Maintain timely, clear and open lines of communication



Be with you throughout the journey – your success is our success



Delivering 360° Solutions



IMPORTANT: The Design and Building Practitioners Act and Regulation

On 1 July 2021, further significant changes to the residential building industry, introduced by the NSW Government came into effect. These seek to restore consumer confidence and ensure that buildings being built are trustworthy, safe and secure with better data captured throughout the building lifecycle. These changes form part of the [NSW Government's response to the Shergold Weir Building Confidence Report](#) that is committed to strengthening compliance in the building sector.

CORE is operating in accordance with these changes and stands strongly in support of the reform as we strive to lead our industry to higher standards of engineering.

The Brief

CORE Consulting Engineers have received a fee proposal request from Nicolas Cozic of Waratah Strata Management in relation to construction stage costs required for the Fire Order at Strata Plan No. 52948 at 1-15 Fontenoy Road, Macquarie Park NSW 2113, pictured below in Figure 1.

Figure 1: Aerial image of building location from SIXmaps.



CORE Proposal

From the information provided, CORE understands that the Owners of Strata Plan No. 52948 require a fee proposal from CORE for our services required in the construction stage of the Fire Order taking place at 1-15 Fontenoy Road, Macquarie Park.

CORE KEY PERSONNEL	
Director	Melvin Kumar
Electrical Engineer	Mihir Trivedi
Client Services Executive	Joshua Roberts

*CORE reserves the right to change personnel throughout the engagement to deliver the optimal solution for the client.

Key Considerations

CORE Consulting Engineers is a building services engineering consultant that specialises in the following disciplines:

- Fire Services
- Fire Safety Engineering
- Hydraulics
- Mechanical
- Electrical

CORE Consulting Engineers have been involved heavily in the delivery of building services projects for a number of industry leading architects, developers and facility managers. All projects are facilitated by our qualified Engineers.

We exhibit an expert level understanding of all facets of buildings services and can deliver the following services:

- inspections and audits
- defect reports and expert witness
- design documentation including drawings and specification
- supervision and coordination of installation works

We exist to provide professional engineering services to support our clients in achieving their goals by providing engineering services that meet the commercial, functional and compliance needs of their built environments.

The Scope

Stage 1 - Construction Stage Technical Management

Deliverables

This Construction stage services involves technical inspections of the contract works will include periodic inspections during works and inspection of scope items at designated hold points:

- Advice to Client and provide feedback/report on:
 - The general performance of the contractor.
 - Standard of works completed.
 - Key site issues.
- Ongoing consultation with Council regarding scope details and timeframes of all necessary works on site.
- Technical Assessment and review of all progress claims – (if required, additional fees will apply).
- Variations Advice - (if required, additional fees will apply).
- Provide Statement of Completion

Stage – Construction Stage Technical Management - Services and Deliverables	
Pre-commencement meeting	Y
Providing a schedule of works (project plan)	N - Contractor, CORE to review
Fortnightly meetings as required	Y
Answering contractor Requests for Information	Y
Milestone Inspection and Reports as required	Y - Email / Letter
Site Inspections – As required	Y
Prepare and Review Defects Reports – As required	Y
Council and Client Co-ordination and status update	Y
Variation documentation	Additional Fee
Variation management	Additional Fee
Issue Practical Completion Certificate	Y
Final Inspection	Hourly Rates
Issue Final Completion Certificate	Y

Access and booking management to be undertaken by the Contractor via Owners and Strata Representative's for access to the required Lots. The Contractor is responsible for providing adequate notification to all involved parties.

Notes & Exclusions

- Contractor works
- Any services not listed above

Fee Estimate

This proposal is valid for 90 days from the date of issue.

Stage 1: Construction Stage Technical Management

Deliverables:

Construction Stage Services Technical Administration

Deliverable:

- As per the SOW mentioned on page 08.

**11.5% of the construction
contractor total price (exc. GST)**

**Total Project Cost (exc.GST)
(exc. GST)**

11.5% of the Construction contractor total price

The following items are not included in our fee proposal:

- All figures and numbers in the proposal are exclusive of GST and are valid for 90 days from the date of issue
- Face-to-face meetings, or attendance of design meetings unless CORE deem it necessary to complete our work.
- Uploading documents and administration to portal systems such as Aconex and the like. Documents will be provided to client/builder to manage.
- Invasive and or destructive investigations, unless otherwise stated;
- Specialised access systems or assisting labour to provide safe access; and
- Documentation not specifically outlined within this fee proposal;
- Areas considered to be non-trafficable, inaccessible or unsafe as determined by the Consultant,
- All supply authority fees.
- We have allowed for documenting services ONCE, based on a final approved set of plans. Changes to the floor plans that impact the services layouts WILL incur additional design fees.
- Fire Engineering Consultancy
- Document reviews beyond minor adjustments may incur additional fees
- Fees, rates and details outlined under this proposal are valid for 18 months after engagement within this proposal validity period.
- Expedited works, or deviations to the agreed design programme that impact delivery of our other projects will incur additional fees at 1.5x the applicable hourly rate
- Any additional agreed works would be undertaken on our current hourly rates, provided below
- Abortive works shall constitute a variation on an hourly rate basis
- Engineering and project scope items not listed in the fee proposal are excluded.
- Quantity Surveying and Opinion of costs are excluded

- Re-design or new design not addressed by the scope of works drawings and specifications provided as part of the tender are excluded.
- Fees are based on a 3-month design phase program, should the program be extended, Core reserves the right to re-negotiate fees & scope. Client to advise exact program at the time of fee acceptance.
- Changes to architectural layouts or scope change after completion of agreed documentation stages will incur re-design costs based on our hourly rates
- Any costs for sub-contractors assisting with investigations are excluded.
- Non-standard CORE Consulting Engineers insurance cover are excluded.
- Changes to the substance or detail of the project instigated by the client, the contractor, other consultants, or authorities resulting in changes to our stages of work.
- Legal or other professional charges incurred at the request of the client are excluded.
- Modifications / referral applications to the Regulatory Body of Authority Having Jurisdiction are excluded.
- Review of workshop drawings more than 1 ,
- Updating Design Compliance Declarations and re-stamping of documents because of changes during construction
- Setting out of services penetration drawings. Approximate sizes will be provided to architect & structural engineer during design phases. Subcontractors and main contractor are expected to prepare a detailed set of dimensioned workshop drawings prior to any construction
- Any other items which is not mentioned in the proposal.

CORE KEY PERSONNEL	STAFF HOURLY RATE (EXC. GST)
Director	\$370
Principal Engineer	\$320
Consultant / Engineer	\$260
CAD Drafter	\$160
Administrative Support	\$150
Work outside of normal business hours	Rate x 1.5

Proposal Acceptance

To accept CORE's fee proposal, please complete one of the following;

- Sign at the bottom of the following page, scan and email back to us; or
- Provide a signed Works Order; or
- Provide an Official Purchase Order

CORE

Attn: Mihir Trivedi

5/45-55 Epsom Rd, Rosebery NSW, 2018

Email: admin@core.engineering

P: (02) 8961-3250

Within 24 hours we will confirm receipt of your acceptance form and will contact you to arrange a time to discuss the commencement of our engagement.

CORE holds the following insurances	
Professional Indemnity Insurance	\$10,000,000
Public Liability Insurance	\$20,000,000
Workers Compensation	Statutory

CORE's certificates of currency are active and available upon request.

Standard Terms and Conditions – Consultancy Services

1. Definitions

1.1 In this Agreement:

Agreement means these Standard Terms and Conditions and the Proposal.

Client means the person or entity set out in the Proposal.

Client's Agent means the strata manager or other manager of the Property or Site appointed to act on behalf of or as agent of the Client in respect of the management of the Services.

CORE means CORE Consulting Engineers Pty Ltd.

Fee means the fee set out in the Proposal which unless otherwise stated is exclusive of any applicable goods and services tax.

Products means any goods required by the Client and sourced and supplied by CORE from a third-party as part of the Services supplied as set out in the Proposal.

Project Consultant means CORE's role to provide professional advice in relation to works being completed under an agreement between the Client and a third-party contractor.

Property means the property in relation to which the Services are to be provided.

Proposal means the scope of work and fee proposal prepared by CORE for provision of the Services.

Representative means CORE's role as the Client's representative during the completion of works completed under a contract between a Client and a third-party contractor.

Services means the services set out in the Proposal and any services that the Client or Client's Agent requests CORE to provide including any reports, opinions of specifications prepared by CORE or acting as Representative and Project Consultant.

Site means the location in relation to which the services are to be provided.

WHS Requirements means the requirements of any legislation or advisory standard relating to workplace health and safety, including the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulations 2017 (NSW) and similar legislation in other States.

2. Services and Products

2.1 CORE will provide the Services for the benefit of the Client:

- (a) in a good, workmanlike and commercially reasonable manner;
- (b) in accordance with the methods, practices and standard of diligence and care normally exercised by similarly qualified and experienced persons in the performance of comparable services; and
- (c) in accordance with this Agreement.

2.2 CORE provides no warranty in relation to the Products and the Client acknowledges that it has not relied on any representation or warranty made by or on behalf of CORE.

2.3 CORE will undertake all reasonable endeavours to ensure the Client receives the benefit of any manufacturers warranties in relation to the Products.

2.4 Ownership in the Products and Service Certification does not pass until full payment is received by CORE from the Client.

3. The Client's obligations

The Client and the Client's Agent must do all that is reasonably necessary to allow CORE to deliver the Services including allowing access to the Property on reasonable notice.

4. Fees and Payment

4.1 CORE may submit an invoice/s for Services completed based on lump sum parcels of work completed or as progress claims based on the value of work completed by others acting as Representative and Project Consultant of the Client.

4.2 Subject to the terms of this Agreement and the receipt of an appropriate invoice, the Client or the Client's Agent (on behalf of the Client) must pay CORE the Fee within 14 days of submission of the invoice for Services completed.

4.3 If CORE requires payment, in advance, on account of payments which will be made to others for Products and for its costs the Client acknowledges that CORE is authorised to draw on the money paid for Products and for fees as they become due.

4.4 CORE will be under no obligation to provide Service Certification or a signed expert report if full payment has not been received.

5. Insurance

5.1 CORE will, during the term of this Agreement, maintain:

- (a) workers' compensation insurance (or its equivalent) in accordance with any applicable law;
- (b) public liability insurance with a registered and reputable insurer for no less than AUD\$20 million per claim; and
- (c) Professional indemnity insurance with a registered and reputable insurer for no less than AUD\$10 million per claim.

6. Litigation

6.1 If CORE receives any claim or is involved in any dispute that may affect the insurance or liability of the Client or Client's Agent CORE must notify the Client or the Client's Agent as soon as possible.

7. Indemnity

7.1 The Client must indemnify, and keep indemnified, CORE from and against:

- (a) any costs, expenses, loss, liability or damage, whatever and however, whether directly or indirectly, suffered or incurred; and
- (b) any liability whatever in respect of any action, claim, proceeding brought or threatened to be brought (including all costs and expenses which CORE may suffer or incur in disputing any such action, claim or proceeding) against CORE,

in respect of any breach of this Agreement by the Client or any of its personnel or negligence of the Client or any of its personnel.

8. Acceptance, Term and Termination

8.1 This Agreement may be accepted by either execution on this page of the Proposal and returning it to CORE or by the Client giving instructions after receiving the Proposal and these Standard Terms and Conditions.

8.2 Either party may terminate this Agreement on notice if:

- (a) a party breaches this Agreement and fails to remedy such breach within 14 days of being notified by the other party;
- (b) a party is unable to pay its debts as and when they fall due;
- (c) a party enters into a scheme of arrangement or composition with its creditors; or
- (d) a party is placed under management or administration or a receiver is appointed, or a winding up order is made in respect of the party.

9. Work Health and Safety

9.1 CORE must comply with all applicable WHS Requirements advised by the Client and observe all reasonable directions given by the Client or the Client's Agent.

10. Limitation of Liability

10.1 CORE's aggregate liability in connection with this Agreement and the provision of the Services and Products, including a claim in tort, under statute, for rectification or frustration, or like claims available under the law governing this Agreement, is limited to an amount equal to a multiple of one time the Fee payable for provision of the Services.

10.2 CORE will not be liable for indirect or consequential loss or damage, loss or damage in respect of business interruption or loss of use, production, profit, income, business, contract or anticipated savings, or for any delay, financing costs or increase in operating costs or any special or, indirect loss or damage (other than arising out of death or personal injury).

11. Applicable Law

11.1 This Agreement will be governed and construed by the law of the jurisdiction in which the Property or Site is located.

12. Copyright

12.1 CORE retains full copyright in all reports, project documentation and other intellectual property protected by statute or common law that it creates under this Agreement.

12.2 When full payment is received by CORE from the Client, CORE grants the Client a license to use documents it has created for the Client for the purposes under which CORE was instructed to prepare those documents.

13. Representative

Where CORE is appointed as a Representative under a contract between the Client and a third-party contractor, CORE's role, subject to the details of the agreement, is to complete the following services during works completed by a third-party contractor:

- (a) general contract administration;
- (b) inspections of work in progress;
- (c) monthly progress reports to the Clients;
- (d) reviewing and approving progress claims and variations; and
- (e) Issuing certificates of practical completion.

14. General

14.1 The Client must not assign any of its rights under this Agreement without the prior written approval of CORE.

14.2 Any variation to this Agreement must be agreed by the parties in writing.

14.3 CORE must not disclose any information received in confidence from the Client (or the Client's Agent on behalf of the Client).

14.4 Any provision of this Agreement which is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting any other provision of this Agreement.

14.5 This Agreement is the entire agreement between the parties for the Services and supersedes all previous agreements, proposals, representations, correspondence and discussions in connection with the Services.

14.6 This Agreement overrides any terms that the Client or the Client's Agent may provide unless expressly agreed to in writing by CORE.

Fee Proposal Acceptance

We accept CORE's Fee Proposal outlined above and agree to be bound by the Standard Terms and Conditions contained herein. Signed by Your Authorised Person:

Signature _____

Date _____

Print Name & Title _____

Please scan and email or post complete signed agreement to CORE. We will contact you shortly to organise the commencement of the Services.

Email to admin@corepc.com.au or by post to 5/45-55 Epsom Road, Rosebery NSW 2018

Payment Details

Please check that the billing information we have on record is correct.

If the below details are incorrect, please update and return the correct information to us.

Billing information on record		Please update below if details are incorrect
Strata Plan	The Owners – Strata Plan No. 52948	
Address:	1-15 Fontenoy Road, Macquarie Park NSW 2113	
C-/	Waratah Strata Management	
Attention	Nicolas Cozic	
Email address	nicolas@waratahstrata.com.au	
Phone	02 9114 9599	

Our payment terms are 14 days from invoicing with fees to be paid via EFT or bank cheque.

CORE account details:	
Account Name	CORE Consulting Engineers Pty Ltd
ABN	73 054 959 036
Bank	Commonwealth Bank
BSB	062 198
Account Number	2802 0104

*CORE reserves the right to issue progressive invoices.

Payment terms may be amended with agreement throughout the engagement term.

Subject to the terms of this Agreement and the receipt of an appropriate invoice, the Client or the Client's Agent (on behalf of the Client) must pay CORE the Fee within 14 days of submission of the invoice.

CORE reserves the right to delay continuation of services and/or withhold final documentation until full payment has been received.



**Property
Industry
Foundation**

We donate \$5 from every invoice generated to the Property Industry Foundation in aid of Youth Homelessness and to help rebuild the lives of young people who do not have a safe and secure place to live.

Contact

Sydney Head Office

☎ 02 8961 3250
✉ customerservices@core.engineering
📍 5 / 45-55 Epsom Road
Rosebery NSW 2018

Victoria & Queensland

☎ 1300 415 833
✉ customerservices@core.engineering

MINUTES OF THE STRATA COMMITTEE MEETING
OF Strata Plan NO: 52948
1-15 FONTENROY ROAD MACQUARIE PARK

Meeting Date	6 January 2025 10:00 AM		
Additional Attendees	Alex Tomasko (Waratah Strata Management)		
Committee Members	Lot 7	James Zachary Zuravle	Paper vote
	Lot 88	Marianna Hagop	Paper vote
	Lot 112	Carlos Fornieles Montoya	Electronic vote
	Lot 159	Ramesh Desai	Paper vote
	Lot 142	Genelle Godbee	Electronic vote
	Lot 181	Stanley Pogorelsky	Paper vote
	Lot 200	Giuseppe Anthony Spatola	Paper vote
	Lot 218	Jeffery Wang	Electronic vote

Motion 1	
Minutes	Ordinary Resolution Submitted by Strata Committee
THAT the minutes of the last meeting of the strata committee held on 2 April 2024 be confirmed.	
MOTION RESOLVED	

Motion 2	
Election of Office Bearers	Ordinary Resolution Submitted by Strata Committee
THAT the office bearers positions for chairperson, treasurer & secretary will be nominated and elected.	
MOTION DEFEATED	

Motion 3	
Compliance with Strata Hub Requirements	Ordinary Resolution Submitted by Strata Committee
<p>THAT the strata committee resolves to authorise the strata manager to comply with the owners corporation obligations under Part 7 Division 2 of the Strata Schemes Management Regulation 2016 by inputting the mandatory information into the NSW Strata Hub, this year and on an ongoing basis and to charge in accordance with the terms of its agency agreement including charging the disbursements of \$3 per lot specified under the relevant legislation, or such amount as is determined from time to time.</p>	
MOTION RESOLVED	

Motion 4	
Appointment of Emergency Contact	Ordinary Resolution Submitted by Strata Committee
<p>THAT The strata committee resolves to appoint one of the below as the NSW Strata Hub emergency contact in accordance with Part 7 Division 2 of the Strata Schemes Management Regulation 2016 and for their details to be inputted into the NSW Strata Hub.</p>	
MOTION RESOLVED	

Motion 4 Alternatives	
Alternatives for Appointment of Emergency Contact	Motion Alternatives Submitted by Strata Committee
<p>(Option A) The Strata Managing Agent. (Option B) The Chairperson. (Option C) The Secretary.</p> <p>'OPTION A' has been selected with the highest votes.</p>	

Motion 5	
Record Chairperson's Details on NSW Strata Hub	Ordinary Resolution Submitted by Strata Committee
<p>THAT the Chairperson's contact information be recorded on the NSW Strata Hub.</p> <p><i>(Please note, if motion is carried the chairperson's name and email address will be uploaded to Strata Hub and they will receive automatic system emails from NSW Strata Hub. If motion is defeated, the strata managing agent's details will be uploaded and they will receive these emails.)</i></p>	
MOTION DEFEATED	

Motion 6	
Record Secretary's Details on NSW Strata Hub	Ordinary Resolution Submitted by Strata Committee
<p>THAT the secretary's contact information be recorded on the NSW Strata Hub.</p> <p><i>(Please note, if motion is carried the secretary's name and email address will be uploaded to Strata Hub and they will receive automatic system emails from NSW Strata Hub. If motion is defeated, the strata managing agent's details will be uploaded and they will receive these emails.)</i></p>	
MOTION DEFEATED	

Motion 7	
Other Means of Voting	Ordinary Resolution Submitted by Strata Committee
<p>THAT the strata committee adopts the following alternate means of voting for meetings of the strata committee:</p> <ol style="list-style-type: none"> 1. Voting by means of teleconference while participating in a meeting from a remote location; 2. Voting by means of video-conferencing while participating in a meeting from a remote location; 3. Voting by means of email while participating in a meeting from a remote location; 4. Voting by means of other electronic means while participating in a meeting from a remote location; 5. Voting by means of email before the meeting; or 6. Voting by means of other electronic means before the meeting. 	
MOTION RESOLVED	

Motion 8	
Notice of Directions Hearing	Ordinary Resolution Submitted by Strata Committee
That the Strata Committee review the Notice of Directions Hearing and NCAT Tribunal Application, case number 2024/00454780.	
MOTION RESOLVED	

Motion 9	
Bannermans Costs Agreement	Ordinary Resolution Submitted by Strata Committee
<p>The owners corporation/ strata committee resolves to:</p> <ol style="list-style-type: none"> 1. Engage Bannermans, Lawyers in accordance with its fee proposal dated 23 December 2024 to undertake the activities referred to defend NCAT proceedings against Dusan Baljevic; and 2. That the strata committee service as point of contact to provide the owners corporation's instructions to Bannermans Lawyers or if leave is not granted for Bannermans to legally represent, for that the Committee to appear with the support of Bannermans. 	
MOTION RESOLVED	
Closure	There being no further business, the meeting concluded at 10:30 am

Approved form under: Strata Schemes Management Act 2015 (Clause 26 (1) of Schedule 1)

Date

I/We *[name(s)]*

the owners of lot *[address]*

In Strata Plan No. Appoint *[name of first appointee]*

Of *[first appointee's address]*

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

I/We appoint *[second appointee's name]*

Of *[second appointee's address]*

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings) if the named above already holds the maximum number of proxies that may be accepted.

Period or number of meetings for which appointment of proxy has effect *[Tick OR tick and complete whichever applies below]:*

- ☐ 1 meeting ☐ *[please insert number]* meetings
- ☐ 1 month ☐ *[please insert number]* months
- ☐ 12 months ☐ 2 consecutive annual general meetings

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

[Tick and complete whichever applies below]:

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

OR

- ☐ **2. This form authorises the proxy to vote on my/our behalf on the following matters only:**
[Specify the matters and any limitations on the manner in which you want the proxy to vote.]

Motion 1 Yes/No	Motion 2 Yes/No	Motion 3 Yes/No
Motion 4 Yes/No	Motion 5 Yes/No	Motion 6 Yes/No
Motion 7 Yes/No	Motion 8 Yes/No	Motion 9 Yes/No
Motion 10 Yes/No	Motion 11 Yes/No	Motion 12 Yes/No
Motion 13 Yes/No	Motion 14 Yes/No	Motion 15 Yes/No
Motion 16 Yes/No	Motion 17 Yes/No	Motion 18 Yes/No
Motion 19 Yes/No	Motion 20 Yes/No	Motion 21 Yes/No

- ☐ **3. If a vote is taken on whether (the strata managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:**

I understand that, if the proxy already holds more than the permitted number of proxies, the proxy will not be permitted to vote on my/our behalf on any matters.

Signature of owner/s

<div style="text-align: center;">X</div>	
Name <i>[print]:</i>	<input type="text"/>

<div style="text-align: center;">X</div>	
Name <i>[print]:</i>	<input type="text"/>

NOTES ON APPOINTMENT OF PROXIES

1. This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before the first meeting in relation to which it is to operate (in any other case).
2. This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.
3. This proxy is valid for any general meetings held during the period (if any) specified on page 1 of this form. If no period is specified then this proxy ends after 12 months or two annual general meetings, whichever occurs later.
4. If a person holds more than the total number of proxies permissible, the person cannot vote using any additional proxies. The total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution are as follows:
 - (a) if the strata scheme has 20 lots or less, one,
 - (b) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
5. A provision of a contract for the sale of a lot in a strata scheme, or of any ancillary or related contract or arrangement, is void and unenforceable to the extent that it:
 - (a) requires the purchaser of a lot, or any other person, to cast a vote at a meeting of the owners corporation at the direction of another person, or
 - (b) requires the purchaser to give a proxy at the direction of another person for the purpose of voting at a meeting of the owners corporation (that is a person cannot rely on any such proxy to cast a vote as a proxy).

NOTES ON RIGHTS OF PROXIES TO VOTE

1. A duly appointed proxy:
 - (a) may vote on a show of hands (or by any other means approved by a general resolution at a meeting of the owners corporation), subject to any limitation in this form, or may demand a poll, and
 - (b) may vote in the person's own right if entitled to vote otherwise than as a proxy, and
 - (c) if appointed as a proxy for more than one person, may vote separately as a proxy in each case.
2. A proxy is not authorised to vote on a matter:
 - (a) if the person who appointed the proxy is present at the relevant meeting and personally votes on the matter, or
 - (b) so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a strata managing agent, building manager or on-site residential property manager, or
 - (c) if the right to vote on any such matter is limited by this form



AUTHORITY APPOINTING COMPANY NOMINEES

To	Secretary, Strata Plan No: 52948	From	
Address	c/- Waratah Strata Management PO Box 123 EASTWOOD, NSW 2122	Address	

Dear Sir/Madam

Please be advised that the company authorises:

1. whose Australian address for service of notices is;
2. Or in their absence, whose Australian address for service of notices is;

to exercise or perform on its behalf any power, authority, duty or function conferred on the company as owner/mortgagee/covenant chargee* of lot/s in Strata Plan No 52948 and to act as the company nominee.

Please indicate below your signature whether you are a sole director/secretary.

DATED: 20

THE COMMON SEAL of)
)
was hereunto affixed by)
authority of its Board of)
Directors in the)
presence of:) sole director / secretary

A company may execute a document without using a common seal if the document is signed by:

(a) 2 directors of the company; or

(b) a director and a company secretary of the company; or

(c) for a proprietary company that has a sole director who is also the sole company secretary--that director.

If this form is signed by only one person, it will only be valid if at the date of signing, the company had a sole director/secretary.

Please indicate below your signature whether you are a sole director/secretary.

OWNER DETAILS FORM

Owner Details: **Strata Plan:** _____ **Lot/Unit #** _____

Owner/s Name/s:

Postal Address:

Contact Details:

Phone:

Fax:

Mobile:

Email:

Do you want to receive your correspondence by email?

Yes / No

Do you want levy notices sent to a Rental Agent?

Yes / No

Do you want all correspondence sent to a Rental Agent?

Yes / No

Rental Agent Details: (if property tenanted)

Agents Name:

Agents Address:

Contact Details:

Phone:

Fax:

Mobile:

Email:

Tenant Details: (if property tenanted)

Tenants Name:

Contact Details:

Phone:

Fax:

Mobile:

Email: