

SydneyStrataReport

property strata inspections

0478 151999 | (02) 80114701 | servicedesk@stratareport.net.au | www.stratareport.net.au



STRATA REPORT

Client	Infinity Property Agents
Address of property	Unit 514/1 Bruce Bennetts Place, Maroubra, NSW.
Lot	74790
Strata Plan	SP 74790
Name of Strata Management Co.	Strata Plus
Address of Strata agent	Surry Hills
Telephone Number of Strata Agent	9319 1899
Report Date	22 February 2022

General Information

Owner's Name	Cheng Chu Wang , Chin Hsiang
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Levy Contributions

Admin Fund per Quarter	\$1,437.50
Sinking Fund per Quarter	\$222.61
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$264,202.09
Sinking Fund Balance.	\$1,202,587.40

Insurances

Building Insurance	Yes
Sum Insured	Insured with the BMC.
Insurance Company	Co-Insurance Underwriters
Due Date	28 February 2022
Fire Safety Report Issuing Body	Held with the BMC
Certificate Date.	N/A
Pet Friendly?	Owners Corporation permission needed.

Meetings

Annual General Meeting 16 July 2012	Building insurance continued, Administration Fund set at \$411,007.00 p.a. Sinking Fund set at \$178,872.80 p.a.
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Annual General Meeting 2 July 2013	<p>All other matters were meeting formalities, Executive Committee Meeting: No maintenance tabled. Meeting closed.</p> <p>Building insurance continued, Administration Fund set at \$557,150.00 p.a. Sinking Fund set at \$55,000.00 p.a. All other matters were meeting formalities other than a dispute with lot 26 which was resolved later in the year, No other maintenance was tabled. Meeting closed.</p>
Annual General Meeting 30 June 2014 Annual General Meeting 15 June 2015	<p>Building insurance continued, Administration Fund set at \$576,400.00 p.a. Sinking Fund set at \$57,200.00 p.a. All other matters were meeting formalities, no maintenance tabled at this or the Executive Committee Meeting that followed it. Meeting closed.</p> <p>Building insurance continued, Administration Fund set at \$576,400.00 p.a. Sinking Fund set at \$77,000.00 p.a. All other matters were meeting formalities as per the attachment. Executive Committee Meeting: No maintenance tabled. Meeting closed.</p>
Annual General Meeting 16 June 2016	<p>Building insurance continued, A window safety audit is to be done to ensure compliance with legislation on window child safety devices, Sinking Fund to be obtained, Administration Fund set at \$605,565.41 p.a. Sinking Fund set at \$110,000.00 p.a. Bylaw restricting short term leasing (specifically AIR BNB) to 3 month terms minimum, conditions are as per the attachment of this meeting, All other matters were meeting formalities as per the attachment, Executive Committee Meeting: No maintenance tabled. Meeting closed.</p>

Annual General Meeting 28 June 2017	Building insurance continued, Administration Fund set at \$782,072.00 p.a. Sinking Fund set at \$30,102.69 p.a. All other matters were meeting formalities as per the attachment. Executive Committee Meeting: General matters recorded only. Meeting closed.
Extraordinary General Meeting 7 March 2018 Annual General Meeting 14 August 2018	Resolved to approve a Deed of Settlement with the builders Lend Lease (attached with the defect report). Meeting closed. Building insurance continued, Administration Fund set at \$724,365.00 p.a. Sinking Fund set at \$87,057.50 p.a. All other matters were meeting formalities as per the attachment. Executive Committee Meeting: Meeting formalities recorded only as per the attachment below. Other general maintenance is as per the attachment. No maintenance tabled. Meeting closed.
Extraordinary General Meeting 20 June 2019 Annual General Meeting 4 July 2019	Basement hydraulic rectification works are to commence at a cost of \$1,773,216.00 A settlement is recorded to have been reached in the March 2018 meeting of \$2,382,680.00 Other general matters are as per the attachment below. Meeting closed. Building insurance continued, Administration Fund set at \$709,691.88 p.a. Sinking Fund set at \$116,925.00 p.a. All other matters were meeting formalities as per the attachment. Executive Committee Meeting: Meeting formalities recorded only as per the attachment of this meeting below. Other general maintenance is as per the attachment. No maintenance tabled. Meeting closed.

Annual General Meeting 29 July 2020	Administration Fund set at \$708,691.50 p.a. Sinking Fund set at \$120,550.41 p.a. Building insurance continued, All other matters were meeting formalities as per the attachment. Executive Committee Meeting: General matters recorded only. Meeting closed.
Strata Committee Meeting 27 April 2021 Strata Committee Meeting 22 September 2021 Annual General Meeting Notice 27 October 2021	Motion 5: An upgrade of the lifts is planned at a cost of \$900,000.00. To fund the remedial work is was decided to increase the Capital Works contributions by 25% in 2021 and then increase it by 3.1% over the next 9 years to account for inflation during the gradual refurbishment of the lifts. Funding this way will avoid the need for special levies. Other general matters are as per the attachment of this meeting below. Meeting formalities recorded only. Administration Fund proposed at \$763,825.70 p.a. Sinking Fund proposed at \$124,287.25 p.a. Building insurance continued, All other matters were meeting formalities as per the attachment. Executive Committee Meeting: General matters recorded only. Meeting closed.
Strata Committee Meeting 12 January 2022	General maintenance recorded only as per the attachment below.
	This strata report is to be taken in context with the scans below. The Defects Deed of Settlement is separately attached and dated 2019 but defect were mostly remediated in the 2012-2016 period. The planned increase of the Capital Works contributions appears not to have taken place as the committee would not have been aware of the lockdowns that took place in the coming months. In time this increase will probably take place although levy increases are normal with cost of living, purchasers should bear this in mind in any purchase

	<p>of lots in the building. All records are searched but we cannot claim to have sighted every file related to each search.</p>
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PANORAMA - SP74790
1 Bruce Bennetts Place MAROUBRA NSW 2035

Member Statement

ABN: 80 351 183 859

01/01/2021 through 22/02/2022

Cheng-Chu Wang & Chin-Hsiang Tseng
C/-Infinity Property
Suite 38
112-122 McEvoy Street
ALEXANDRIA NSW 2015

Statement Date 22-Feb-2022

Plan Ref. 74790

Property Address Unit 514
Lot 74
1 Bruce Bennetts Place
MAROUBRA NSW 2035

Enquiries (9am-5pm Mon-Fri) 81988500

Mail PO Box H181 AUSTRALIA SQUARE NSW 1215

Email levies@strataplus.com.au

Website www.strataplus.com.au

<u>Date</u>	<u>Due Date</u>	<u>Details</u>	<u>Debit (\$)</u>	<u>Credit (\$)</u>	<u>Balance (\$)</u>
31/12/2020		Members Transaction Balance at: 31/12/2020			1,448.29
22/01/2021		Deposit BPAY		(1,448.29)	0.00
25/03/2021	01/05/2021	Administration Fund (01/05/21 - 31/07/21)	1,235.89		1,235.89
25/03/2021	01/05/2021	Capital Works Fund (01/05/21 - 31/07/21)	212.40		1,448.29
26/04/2021		Deposit BPAY		(1,448.29)	0.00
09/07/2021	09/08/2021	Administration Fund (01/08/21 - 31/10/21)	1,235.89		1,235.89
09/07/2021	09/08/2021	Capital Works Fund (01/08/21 - 31/10/21)	212.40		1,448.29
27/07/2021		Deposit BPAY		(1,448.29)	0.00
28/10/2021	29/11/2021	Administration Fund (01/11/21 - 31/01/22)	1,437.50		1,437.50
28/10/2021	29/11/2021	Capital Works Fund (01/11/21 - 31/01/22)	222.61		1,660.11
30/11/2021		Deposit BPAY		(1,660.11)	0.00
23/12/2021	01/02/2022	Administration Fund (01/02/22 - 30/04/22)	1,437.50		1,437.50
23/12/2021	01/02/2022	Capital Works Fund (01/02/22 - 30/04/22)	222.61		1,660.11
09/02/2022		Deposit BPAY		(1,660.11)	0.00
			6,216.80	(7,665.09)	0.00

Statement Summary 01/01/2021 through 22/02/2022

General Admin Levies	<u>5,346.78</u>	Capital Works Fund Levies	<u>870.02</u>
General Admin Interest	<u>0.00</u>	Capital Works Fund Interest	<u>0.00</u>

PANORAMA - SP74790
1 Bruce Bennetts Place MAROUBRA NSW 2035

Member Statement

ABN: 80 351 183 859

01/01/2021 through 22/02/2022



Payment Slip

Strata Plus

* Register at deft.com.au or by calling 1800 672 162. Your Reference Number: 2671 7807 7100 5077 1



Post this payment slip with your cheque made payable to:
Strata Plus ITF SP 74790
Receipts will not be issued for mailed payments.
Do not include correspondence with your payment.

Post: DEFT Payment Systems
GPO Box 4690
SYDNEY NSW 2001

**Cheng-Chu Wang & Chin-Hsiang
Tseng**
Plan: 74790
Unit 514
Lot 74



Contact your bank or financial institution to make this payment
from your cheque, savings, debit or transaction account. More
info: www.bpay.com.au

Biller Code: 96503

Ref: 2671 7807 7100 5077 1



Pay by credit card or registered bank account at
www.deft.com.au or phone **1300 30 10 90**. Payments by
credit card may attract a surcharge.

Ref: 2671 7807 7100 5077 1

**No Payment
Required**



Please present page intact at any post office.
Payments may be made by cash (up to \$9,999.99),
cheque or EFTPOS. Payments made at Australia
Post will incur a \$2.75 DEFT processing fee.



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PANORAMA - SP74790
1 Bruce Bennetts Place MAROUBRA NSW 2035

Member Statement
ABN: 80 351 183 859

01/01/2021 through 22/02/2022

Access Your Account Online

You can access your account transaction history via My Property portal . Simply click on Owners Login on the Strata+ website.

If you have misplaced your login details simply click on Request Owners Login on the Strata+ website.

DIRECT DEBIT FACILITY

If you are up to date with your levies, you can use this facility to avoid late payment fees, and your payment amount will automatically adjust after an AGM .

We have a 60 second video that shows how easy it is. Simply select Strata FAQ in the Resource menu on the Strata + website, then select the How to set up a direct debit video.

FREQUENTLY ASKED QUESTIONS

We have 60 second videos to help you find the answer to your strata levy question.

Simply select Strata FAQ in the Resource menu on the Strata + website, then select Strata Levies to see the different questions .

*Opening Balance (unpaid amount from previously issued invoice) is payable by the due date specified on that invoice. Please check your invoice details and, if required, pay the opening balance immediately.

**The Owners - Strata Plan No. 74790**

ABN 80 351 183 859

PANORAMA - SP74790

1 Bruce Bennetts Place MAROUBRA NSW 2035

Balance Sheet Detail

as at 22/02/2022

Registered for GST

(\$)

Assets**810 - Levies in Arrears/(Advance) - Total** 38,958.04**825 - Cash At Bank**

825.10 - Cheque Account

825.10.1 - Administrative Fund 242,409.18

825.10.2 - Capital Works/Sinking Fund 270,523.89

825.20 - Investments

825.20.1 - Investment #1 261,524.19

825.20.2 - Investment #2 134,117.73

825.20.3 - Investment #3 140,970.46

825.20.4 - Investment #4 184,999.61

825.20.5 - Investment #5 107,169.36

825.20.6 - Investment #6 104,046.18

825 - Cash At Bank - Total 1,445,760.60**845 - Other Debtors - Total** 15.00**Total Assets** 1,484,733.64**Less Liabilities****925 - Trade Creditors - Total** 1,991.50**940 - GST Clearing - Total** 15,952.65**Total Liabilities** 17,944.15**Net Assets** 1,466,789.49**Represented by:****610 - Administrative Fund as at 01/05/2021** 164,795.77**Surplus - Administration Fund** 99,406.32**Administration Fund Reserve** 264,202.09**650 - Capital Works/Sinking Fund as at 01/05/2021** 1,087,199.85**Surplus - Capital Works Fund** 115,387.55**Capital Works Fund Reserve** 1,202,587.40**Total Equity** 1,466,789.49

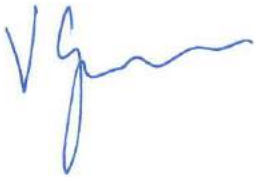
Certificate of Currency

Insured:	The Owners - Strata Plan No 74790
Policy Number:	01GS543987
Policy Period:	From: 4PM on 28/02/2021 To: 4PM on 28/02/2022
Particulars Of Insurance:	Residential Strata Insurance
Location:	"Pacific Square" 717 Anzac Parade, Maroubra NSW 2035
Sum Insured:	
General Liability	\$50,000,000
Crime Insurance	\$100,000
Management Committee Liability	\$10,000,000
Voluntary Workers (in the aggregate any one period)	\$200,000
Voluntary Workers (per volunteer)	\$200,000
Professional Expenses (in the aggregate any one period)	\$30,000
Appeal Expenses (in the aggregate any one period)	\$150,000
Chubb Proportion:	100%
Date:	26 February 2021

All the values on this Certificate of Currency are correct as at 26 February 2021 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.



Vera Gusavac | **Chubb Insurance Australia Limited**
Strata Underwriter, NSW/ACT

MINUTES OF ANNUAL GENERAL MEETING

Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held on Wednesday 28 June 2017

at Building Managers Office, Pacific Square

PRESENT:

J & J Bowen	Lot 4
R Dozdowski	Lot 8
M Vera	Lot 17
T Bornstein	Lot 21
P Leonard	Lot 54
H Nguyen	Lot 71
R Tuwera & C Tjahja	Lot 82
S P Johnson	Lot 98
J Sherwin	Lot 102
P & P Samios	Lot 117
A Spella-Barberet	Lot 122

PRESENT BY PROXY:

P Monaghan (Lot 106) proxy to M Monaghan
P Garamy (Lot 118) proxy to J Bowen (Lot 4)

APOLOGIES:

H Outhred	Lot 56
F Ramirez	Lot 128

IN ATTENDANCE:

J Lesundak	Excel Building Management
R Fisher	Strata Plus

Those present determined that Rebecca Fisher chair the meeting.

Half-hour after 6:00pm the chairperson declared that those present constituted a quorum.

The meeting was declared open at 6:30pm

MINUTES

CONFIRMATION OF RECORDS			
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED That the minutes of the last extraordinary general meeting of the owners corporation held 8 March 2017 be confirmed as a true and accurate record of that meeting.	Clause 8 (1) of Schedule 1 of the Act
MOTION 2	ADOPTION OF FINANCIAL STATEMENTS	<p>RESOLVED That the financial reports for the financial year ending 30 April 2017 be adopted.</p> <p>Notes to motion:</p> <p><i>The financial reports include accounting records and statements of financial information as prescribed by the Act. This includes additional items compared with the previous legislation.</i></p> <p><i>To save time at the meeting and to allow us to properly address your queries, please direct any queries you have regarding the trust accounts to our office prior to the meeting.</i></p>	<p>Section 92 and clause 9 (a) & (b) of Schedule 1 of the Act</p> <p>Forms 2 & 3 in Schedule 1 of the Regulations</p>
CONTRACTS OF THE OWNERS CORPORATION			
MOTION 3	STRATA MANAGING AGENT	A RESOLVED That the Owners Corporation of Strata Plan No. 74790,	Sections 15(h), 49 & 50 of the Act

	TERMINATION OF CURRENT AGREEMENT & RE-APPOINTMENT	<p>(a) subject to entering into a new agreement, terminate its current agency agreement by the mutual consent with Strata Plus Pty Limited in accordance with clause 5.2 of the current agency agreement; and</p> <p>(b) continues to appoint Strata Plus Pty Ltd ABN 30 096 175 709 as Strata Managing Agent (Agent); and</p> <p>(c) delegate to the Agent all of the functions of:</p> <p>(i) the Owners Corporation (other than those listed in section 28(3) of the Act); and</p> <p>(ii) its Chairperson, Treasurer, Secretary and Executive Committee,</p> <p>necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement, a copy of which is attached to this notice (Agreement);</p> <p>(d) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and</p> <p>(e) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and</p> <p>(f) authority be given for the common seal of the Owners Corporation to be affixed to the Agreement by the secretary and any other member of the strata committee <i>OR</i> two members of the strata committee.</p> <p>B That the delegations in this motion supersede all previous delegations.</p>	
COMMON PROPERTY RISK MANAGEMENT			
MOTION 4	CONFIRMATION OF CURRENT INSURANCES	RESOLVED That the owners corporation's current insurance policies as detailed in the attached schedule be confirmed.	Sections 164 & 165 and clause 9(c)&(d) of Schedule 1 of the Act
MOTION 5	INSURANCE COMMISSION	RESOLVED That the owners corporation NOTE Strata Plus confirms that no commission or broker fee was received at the time this premium was paid.	Section 60 and clause 9(g) of Schedule 1 of the Act
MOTION 6	INSURANCE RENEWAL	<p>a) RESOLVED That the owners corporation provides authorisation to the Building Management Committee (BMC) representatives to make decisions regarding the renewal of the insurances and that a standing authority be given to Strata Plus Pty Limited to renew the insurances for the scheme.</p> <p>b) RESOLVED That discussion take place around the increase of \$690.00 in premium to increase to office bearers insurance from \$10mil to \$20mil and that the owners corporation provide instruction to the strata manager.</p> <p>Notes to motion: <i>This motion authorises the managing agent to place insurance, however our standard practise is to only use this authority if there is no feedback from the committee about the broker's recommendation. The use of an insurance broker satisfies the 3 quotation requirement.</i></p>	Sections 164, 165(1) & (2) & 166 and clause 9 (c) & (d) of Schedule 1 of the Act
MOTION 7	BUILDING VALUATION	<p>That the owners corporation instructs the Building Management Committee (BMC) representatives to vote in favour of arranging a valuation for insurance purposes prior to the expiration of the current policy period and instruct the managing agent to alter the sum insured to that figure.</p> <p style="text-align: right;">Last obtained: 21 February 2014 MOTION DEFEATED</p>	

MOTION 8	WORKERS COMPENSATION INSURANCE	RESOLVED That the owners corporation confirmed that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.																	
MOTION 9	WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT	THAT the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and: (a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 21 October 2014; and (b) convene a strata committee meeting to consider the recommendations of the report upon receipt. MOTION DEFERRED																	
FINANCIAL MATTERS																			
MOTION 10	TERM DEPOSITS	RESOLVED That the treasurer of the owners corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank. Note: Strata Manager to arrange for \$100,000.00 to be invested at the highest possible rate that is locked in for less than 12 months	Sections 75(1) and 78(1) of the Act.																
MOTION 11	APPOINTMENT OF AUDITOR	RESOLVED That an auditor be appointed by the owners corporation for the financial year ending 30 April 2018. Notes to motion: <i>The role of the auditor is to provide an independent professional assessment that the financial records are being maintained in accordance with the Act and Regulations.</i> <i>For large strata schemes and schemes with an annual budget of more than \$250,000 it is mandatory audited financials to be presented.</i>	Sections 95 and clause 9(c) of Schedule 1 of the Act Clause 21 of the Regulations																
BUDGET AND LEVY CONTRIBUTIONS																			
MOTION 12	ADMINISTRATIVE FUND BUDGET & LEVIES	(a) RESOLVED That the Administrative Fund Budget for the financial year commencing 1 May 2017 be adopted and that levies \$773,335.50 incl. GST (\$703,050.45 plus GST) be determined as detailed in the table below: <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 May 2017 (already issued as per resolution of last year’s AGM)</td><td>\$153,548.98</td></tr><tr><td>1 August 2017</td><td>\$206,595.50</td></tr><tr><td>1 November 2017</td><td>\$206,595.50</td></tr><tr><td>1 February 2017</td><td>\$206,595.50</td></tr><tr><td>Total</td><td>\$773,335.50</td></tr></table> (b) RESOLVED That the first levy for the 1 May 2018 financial year be due and payable to the Administrative Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting: <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 May 2018</td><td>\$206,595.50</td></tr></table> Notes to motion: <i>The attached proposed administrative fund budget determines the contributions by the lots (admin fund levies).</i>	Due Date	Admin Incl. GST	1 May 2017 (already issued as per resolution of last year’s AGM)	\$153,548.98	1 August 2017	\$206,595.50	1 November 2017	\$206,595.50	1 February 2017	\$206,595.50	Total	\$773,335.50	Due Date	Admin Incl. GST	1 May 2018	\$206,595.50	Section 79(1) & 81(1) of the Act.
Due Date	Admin Incl. GST																		
1 May 2017 (already issued as per resolution of last year’s AGM)	\$153,548.98																		
1 August 2017	\$206,595.50																		
1 November 2017	\$206,595.50																		
1 February 2017	\$206,595.50																		
Total	\$773,335.50																		
Due Date	Admin Incl. GST																		
1 May 2018	\$206,595.50																		

		<p>Owners can calculate the individual portion of the levies by multiplying the rate per unit entitlement which appears at the bottom of the budget, by the unit entitlement for the lot.</p> <p>The quarterly cycle period must allow all levy contributions to be raised fully within the financial year period.</p>																	
MOTION 13	RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT	<p>RESOLVED That the recommendations of the last Capital Works (or Sinking) Fund Forecast Report prepared by Solutions in Engineering be acknowledged, noting the attached summary from that report which details the forecasted expenditure and recommended contributions.</p> <p>Notes to motion: A full copy of the report can be obtained by using your client login or contacting the managing agent prior to the meeting.</p>	Clause 6(b) of Schedule 1 of the Act																
MOTION 14	CAPITAL WORKS FUND BUDGET & LEVIES	<p>(a) RESOLVED That the Capital Works Fund Budget for the financial year commencing 1 May 2017 be adopted and that levies 30,102.69 incl. GST (\$27,366.08 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2017 (already issued as per resolution of last year’s AGM)</td><td>\$30,102.69</td></tr><tr><td>1 August 2017</td><td>\$0.00</td></tr><tr><td>1 November 2017</td><td>\$0.00</td></tr><tr><td>1 February 2017</td><td>\$0.00</td></tr><tr><td>Total</td><td>\$30,102.69</td></tr></table> <p>(b) RESOLVED That the first levy for the 1 May 2018 financial year be due and payable to the Capital Works Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2017</td><td>\$0.00</td></tr></table> <p>Notes to motion: The attached proposed capital works fund budget determines the contributions by the lots (capital works fund levies). The recommendations of the latest Capital Works (Sinking) Fund Report, including the anticipated major expenditure, has been considered as part of the budget review process. Larges schemes are required to define specific amounts and note differences between the budget estimate and the amounts in the report.</p>	Due Date	Capital Works Incl. GST	1 May 2017 (already issued as per resolution of last year’s AGM)	\$30,102.69	1 August 2017	\$0.00	1 November 2017	\$0.00	1 February 2017	\$0.00	Total	\$30,102.69	Due Date	Capital Works Incl. GST	1 May 2017	\$0.00	Section 79(2), (5) & (6) and 81(1) of the Act.
Due Date	Capital Works Incl. GST																		
1 May 2017 (already issued as per resolution of last year’s AGM)	\$30,102.69																		
1 August 2017	\$0.00																		
1 November 2017	\$0.00																		
1 February 2017	\$0.00																		
Total	\$30,102.69																		
Due Date	Capital Works Incl. GST																		
1 May 2017	\$0.00																		
MOTION 15	DEFICIT	<p>That the owners corporation discuss the deficit of \$87,167.10 in the administrative account and instruct the strata manager on how they wish to deal with this.</p> <p>MOTION DEFEATED</p>																	
MOTION 16	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	<p>RESOLVED That the 10% per item limitation of budget to actual expenditure be removed.</p> <p>Notes to motion: If this is not resolved then a general meeting is to be convened to authorise any expenditure which exceeds the 10% limit. The section recognises the difficulty this can cause and allows owners corporations to remove or limit</p>	Section 102(3) of the Act																

		<i>the restriction. This motion is intended to remove the restriction for your scheme in its entirety.</i>													
MOTION 17	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED That the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <ul style="list-style-type: none">(a) the managing agent to issue reminder notices(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;(c) the strata committee to provide consent for payment plans;(d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action. <p>Notes to motion: <i>This motion authorises the managing agent to act as required and without delay to minimise impact on the cash-flow of the owners corporation.</i> <i>LePage Lawyers are engaged with authority from the strata committee to manage payment plans given their expertise in achieving the desired outcome for the owners corporation at the least possible expense to the owner.</i></p>	Clause 9(h) of Schedule 1 of the Act And clauses 18 & 19 of the Regulations												
OWNERS CORPORATION GOVERNANCE															
MOTION 18	STRATA COMMITTEE NOMINATION AND NUMBERS	<p>RESOLVED That:</p> <ul style="list-style-type: none">(a) the nominations for the strata committee be declared, received and recorded;(b) the nominations be closed by the chairperson; and(c) the number of members of the strata committee was determined to be 6, as below; <table><tr><td>T Bornstein</td><td>Lot 212</td></tr><tr><td>J Bowen</td><td>Lot 4</td></tr><tr><td>C Tjahja</td><td>Lot 605</td></tr><tr><td>J Sherwin</td><td>Lot 102</td></tr><tr><td>A Spella-Barberet</td><td>Lot 122</td></tr><tr><td>P Jackson</td><td>Lot 98</td></tr></table>	T Bornstein	Lot 212	J Bowen	Lot 4	C Tjahja	Lot 605	J Sherwin	Lot 102	A Spella-Barberet	Lot 122	P Jackson	Lot 98	Sections 29 to 32 and Clauses 5 , 8(1)(b), 9(e) of Schedule 1 of the Act) Clause 9 of the Regulations
T Bornstein	Lot 212														
J Bowen	Lot 4														
C Tjahja	Lot 605														
J Sherwin	Lot 102														
A Spella-Barberet	Lot 122														
P Jackson	Lot 98														
MOTION 19	STRATA COMMITTEE ELECTION	<p>THAT:</p> <ul style="list-style-type: none">(a) if the number of nominations exceeds the number of members decided upon, a ballot be held to determine the successful members <u>OR</u>(b) if the number of nominations equals the number of members decided upon, then those members be duly elected. <p>Notes to motion: <i>If there are more nominations received than the number of members determined, a ballot election will be held in order to determine the successful members.</i> <i>In the event that the number of nominations equals the number of members decided upon, then those members are duly elected.</i></p> <p style="text-align: right;">MOTION WITHDRAWN</p>	Sections 29 to 32 and Clauses 5 , 8(1)(b), 9(e) of Schedule 1 of the Act) Clauses 9 & 10 of the Regulations												
MOTION 20	RESTRICTIONS OVER THE STRATA COMMITTEE	<p>RESOLVED That the owners corporation decided that no matter or any matter or class of matter, other than those imposed by the Act, is to be determined by the owners corporation in general meeting.</p> <p>Notes to motion: <i>The Act provides various restrictions to the types of matters that may be determined by the strata committee on behalf of the owners corporation.</i></p>	Section 36(3)(b) and Clause 6(a) & 9(i) of Schedule 1 of the Act												

		<i>The owners corporation must decide whether further restrictions be imposed upon the strata committee.</i>	
MOTION 21	BMC REPRESENTATIVES	<p>THAT the owners corporation <i>specially resolved</i> to appoint a representative and substitute representative to the building management committee as below.</p> <p>A Spella-Barberet – Representative Lot 122 J Bowen – Sub Representative Lot 4</p>	<p>clause 2(4) of Schedule 1C to the Strata Schemes (Freehold Development) Act 1973 (checked and still current) and clause XX of the Strata Management Statement and is required where the scheme is a subsidiary of a BMC.</p>

MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held immediately after the Annual General Meeting

on Wednesday 28 June 2017

at Building Managers Office, Pacific Square

PRESENT:	T Bornstein	Lot 212
	J Bowen	Lot 4
	C Tjahja	Lot 605
	J Sherwin	Lot 102
	A Spella-Barberet	Lot 122
	P Jackson	Lot 98

IN ATTENDANCE:	R Fisher	Strata Plus
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Those present determined that Rebecca Fisher chair the meeting.

The chairperson declared a quorum.

MINUTES

MOTION 1	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last strata committee meeting held 25 May 2015 be confirmed as a true and accurate record of that meeting.
MOTION 2	ELECTION OF OFFICE BEARERS	RESOLVED that the following office bearers be appointed. Chairperson: John Bowen Secretary: Alban Spella-Barberet Treasurer: Cindy Tjahja
MOTION 3	ELECTRONIC MEANS OF ATTENDANCE	RESOLVED that attendance at strata committee meetings may be by the following additional means: <ul style="list-style-type: none">(a) telephone conference; or(b) video-conferencing;(c) email from the email address provided for service of notices. It was NOTED that the meeting notice will specify <ul style="list-style-type: none">+ means and method of accessing the facility for that purpose for that particular strata committee meeting and+ that any strata committee member attending a strata committee meeting by these means and eligible to vote on a matter may cast a vote as if they were physically present at the meeting.
MOTION 4	ELECTRONIC SERVICE OF INSURANCE INFORMATION	RESOLVED that the strata committee would accept all insurance and product disclosure information via email.
MOTION 5	TERM DEPOSITS	RESOLVED that the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.
MOTION 6	BY-LAW NON-COMPLIANCE	RESOLVED that the strata manager can issue a notice of the owners corporation on an owner or occupier requiring them to comply with a

		<p>specific by-law. The instruction is to be given by either the building manager or the secretary and one other member of the committee.</p> <p>It was NOTED that separate resolutions at committee meetings are required to issue the Notice to Comply with a specific by-law.</p>
MOTION 7	FORMATION OF BY-LAW SUB-COMMITTEE	RESOLVED that the by-law sub committee provided updates to the strata committee and that the strata manager compile all of the current by-laws and those recently passed and email same to the sub committee for final approval before sending to the solicitor.
MOTION 8	WINDOW LOCKS – QUOTATION AND CONTRACT	<p>RESOLVED that:</p> <p>(a) the attached quotation from D Tech for window locks be accepted; and</p> <p>(b) the managing agent be authorised to enter into the attached contract with D Tech for the installation of window locks including affixing of the common seal to the paperwork.</p>
MOTION 9	PAINTING	<p>That the painting for the building and allocation of funds be deferred until after major defect rectification at Pacific Square is finalised.</p> <p style="text-align: right;">MOTION DEFERRED</p>
MOTION 10	NEXT MEETING	RESOLVED That the next meeting be held Tuesday 26 September 2017 at 6pm in the building managers office.
CLOSURE		There being no further business the chairperson declared the meeting closed at 8:16pm

Further Notes:

- + Building Manager presented Report;
 - Storage tank is leaking and to be replaced by Rheem.
 - Service for the HWS is to be switched to Rheem. Jan to ask them to sharpen their pencil.
- + Building manager to gain quotes for energy efficiency re: globes.
- + 901 Notice to Comply to be sent to the resident re: parking where he pleases.

MINUTES OF ANNUAL GENERAL MEETING

Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held on Wednesday 28 June 2017

at Building Managers Office, Pacific Square

PRESENT:	J & J Bowen	Lot 4
	R Dozdowski	Lot 8
	M Vera	Lot 17
	T Bornstein	Lot 21
	P Leonard	Lot 54
	H Nguyen	Lot 71
	R Tuwera & C Tjahja	Lot 82
	S P Johnson	Lot 98
	J Sherwin	Lot 102
	P & P Samios	Lot 117
	A Spella-Barberet	Lot 122

PRESENT BY PROXY:	P Monaghan (Lot 106) proxy to M Monaghan
	P Garamy (Lot 118) proxy to J Bowen (Lot 4)

APOLOGIES:	H Outhred	Lot 56
	F Ramirez	Lot 128

IN ATTENDANCE:	J Lesundak	Excel Building Management
	R Fisher	Strata Plus

Those present determined that Rebecca Fisher chair the meeting.

Half-hour after 6:00pm the chairperson declared that those present constituted a quorum.

The meeting was declared open at 6:30pm

MINUTES

CONFIRMATION OF RECORDS			
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED That the minutes of the last extraordinary general meeting of the owners corporation held 8 March 2017 be confirmed as a true and accurate record of that meeting.	Clause 8 (1) of Schedule 1 of the Act
MOTION 2	ADOPTION OF FINANCIAL STATEMENTS	<p>RESOLVED That the financial reports for the financial year ending 30 April 2017 be adopted.</p> <p>Notes to motion: <i>The financial reports include accounting records and statements of financial information as prescribed by the Act. This includes additional items compared with the previous legislation.</i></p> <p><i>To save time at the meeting and to allow us to properly address your queries, please direct any queries you have regarding the trust accounts to our office prior to the meeting.</i></p>	<p>Section 92 and clause 9 (a) & (b) of Schedule 1 of the Act</p> <p>Forms 2 & 3 in Schedule 1 of the Regulations</p>
CONTRACTS OF THE OWNERS CORPORATION			
MOTION 3	STRATA MANAGING AGENT	A RESOLVED That the Owners Corporation of Strata Plan No. 74790,	Sections 15(h), 49 & 50 of the Act

	TERMINATION OF CURRENT AGREEMENT & RE-APPOINTMENT	<p>(a) subject to entering into a new agreement, terminate its current agency agreement by the mutual consent with Strata Plus Pty Limited in accordance with clause 5.2 of the current agency agreement; and</p> <p>(b) continues to appoint Strata Plus Pty Ltd ABN 30 096 175 709 as Strata Managing Agent (Agent); and</p> <p>(c) delegate to the Agent all of the functions of:</p> <p>(i) the Owners Corporation (other than those listed in section 28(3) of the Act); and</p> <p>(ii) its Chairperson, Treasurer, Secretary and Executive Committee,</p> <p>necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement, a copy of which is attached to this notice (Agreement);</p> <p>(d) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and</p> <p>(e) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and</p> <p>(f) authority be given for the common seal of the Owners Corporation to be affixed to the Agreement by the secretary and any other member of the strata committee <i>OR</i> two members of the strata committee.</p> <p>B That the delegations in this motion supersede all previous delegations.</p>	
COMMON PROPERTY RISK MANAGEMENT			
MOTION 4	CONFIRMATION OF CURRENT INSURANCES	RESOLVED That the owners corporation's current insurance policies as detailed in the attached schedule be confirmed.	Sections 164 & 165 and clause 9(c)&(d) of Schedule 1 of the Act
MOTION 5	INSURANCE COMMISSION	RESOLVED That the owners corporation NOTE Strata Plus confirms that no commission or broker fee was received at the time this premium was paid.	Section 60 and clause 9(g) of Schedule 1 of the Act
MOTION 6	INSURANCE RENEWAL	<p>a) RESOLVED That the owners corporation provides authorisation to the Building Management Committee (BMC) representatives to make decisions regarding the renewal of the insurances and that a standing authority be given to Strata Plus Pty Limited to renew the insurances for the scheme.</p> <p>b) RESOLVED That discussion take place around the increase of \$690.00 in premium to increase to office bearers insurance from \$10mil to \$20mil and that the owners corporation provide instruction to the strata manager.</p> <p>Notes to motion: <i>This motion authorises the managing agent to place insurance, however our standard practise is to only use this authority if there is no feedback from the committee about the broker's recommendation. The use of an insurance broker satisfies the 3 quotation requirement.</i></p>	Sections 164, 165(1) & (2) & 166 and clause 9 (c) & (d) of Schedule 1 of the Act
MOTION 7	BUILDING VALUATION	<p>That the owners corporation instructs the Building Management Committee (BMC) representatives to vote in favour of arranging a valuation for insurance purposes prior to the expiration of the current policy period and instruct the managing agent to alter the sum insured to that figure.</p> <p style="text-align: right;">Last obtained: 21 February 2014 MOTION DEFEATED</p>	

MOTION 8	WORKERS COMPENSATION INSURANCE	RESOLVED That the owners corporation confirmed that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.																	
MOTION 9	WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT	THAT the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and: (a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 21 October 2014; and (b) convene a strata committee meeting to consider the recommendations of the report upon receipt. MOTION DEFERRED																	
FINANCIAL MATTERS																			
MOTION 10	TERM DEPOSITS	RESOLVED That the treasurer of the owners corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank. Note: Strata Manager to arrange for \$100,000.00 to be invested at the highest possible rate that is locked in for less than 12 months	Sections 75(1) and 78(1) of the Act.																
MOTION 11	APPOINTMENT OF AUDITOR	RESOLVED That an auditor be appointed by the owners corporation for the financial year ending 30 April 2018. Notes to motion: <i>The role of the auditor is to provide an independent professional assessment that the financial records are being maintained in accordance with the Act and Regulations.</i> <i>For large strata schemes and schemes with an annual budget of more than \$250,000 it is mandatory audited financials to be presented.</i>	Sections 95 and clause 9(c) of Schedule 1 of the Act Clause 21 of the Regulations																
BUDGET AND LEVY CONTRIBUTIONS																			
MOTION 12	ADMINISTRATIVE FUND BUDGET & LEVIES	(a) RESOLVED That the Administrative Fund Budget for the financial year commencing 1 May 2017 be adopted and that levies \$773,335.50 incl. GST (\$703,050.45 plus GST) be determined as detailed in the table below: <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 May 2017 (already issued as per resolution of last year’s AGM)</td><td>\$153,548.98</td></tr><tr><td>1 August 2017</td><td>\$206,595.50</td></tr><tr><td>1 November 2017</td><td>\$206,595.50</td></tr><tr><td>1 February 2017</td><td>\$206,595.50</td></tr><tr><td>Total</td><td>\$773,335.50</td></tr></table> (b) RESOLVED That the first levy for the 1 May 2018 financial year be due and payable to the Administrative Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting: <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 May 2018</td><td>\$206,595.50</td></tr></table> Notes to motion: <i>The attached proposed administrative fund budget determines the contributions by the lots (admin fund levies).</i>	Due Date	Admin Incl. GST	1 May 2017 (already issued as per resolution of last year’s AGM)	\$153,548.98	1 August 2017	\$206,595.50	1 November 2017	\$206,595.50	1 February 2017	\$206,595.50	Total	\$773,335.50	Due Date	Admin Incl. GST	1 May 2018	\$206,595.50	Section 79(1) & 81(1) of the Act.
Due Date	Admin Incl. GST																		
1 May 2017 (already issued as per resolution of last year’s AGM)	\$153,548.98																		
1 August 2017	\$206,595.50																		
1 November 2017	\$206,595.50																		
1 February 2017	\$206,595.50																		
Total	\$773,335.50																		
Due Date	Admin Incl. GST																		
1 May 2018	\$206,595.50																		

		<p>Owners can calculate the individual portion of the levies by multiplying the rate per unit entitlement which appears at the bottom of the budget, by the unit entitlement for the lot.</p> <p>The quarterly cycle period must allow all levy contributions to be raised fully within the financial year period.</p>																	
MOTION 13	RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT	<p>RESOLVED That the recommendations of the last Capital Works (or Sinking) Fund Forecast Report prepared by Solutions in Engineering be acknowledged, noting the attached summary from that report which details the forecasted expenditure and recommended contributions.</p> <p>Notes to motion: A full copy of the report can be obtained by using your client login or contacting the managing agent prior to the meeting.</p>	Clause 6(b) of Schedule 1 of the Act																
MOTION 14	CAPITAL WORKS FUND BUDGET & LEVIES	<p>(a) RESOLVED That the Capital Works Fund Budget for the financial year commencing 1 May 2017 be adopted and that levies 30,102.69 incl. GST (\$27,366.08 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2017 (already issued as per resolution of last year’s AGM)</td><td>\$30,102.69</td></tr><tr><td>1 August 2017</td><td>\$0.00</td></tr><tr><td>1 November 2017</td><td>\$0.00</td></tr><tr><td>1 February 2017</td><td>\$0.00</td></tr><tr><td>Total</td><td>\$30,102.69</td></tr></table> <p>(b) RESOLVED That the first levy for the 1 May 2018 financial year be due and payable to the Capital Works Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2017</td><td>\$0.00</td></tr></table> <p>Notes to motion: The attached proposed capital works fund budget determines the contributions by the lots (capital works fund levies). The recommendations of the latest Capital Works (Sinking) Fund Report, including the anticipated major expenditure, has been considered as part of the budget review process. Larges schemes are required to define specific amounts and note differences between the budget estimate and the amounts in the report.</p>	Due Date	Capital Works Incl. GST	1 May 2017 (already issued as per resolution of last year’s AGM)	\$30,102.69	1 August 2017	\$0.00	1 November 2017	\$0.00	1 February 2017	\$0.00	Total	\$30,102.69	Due Date	Capital Works Incl. GST	1 May 2017	\$0.00	Section 79(2), (5) & (6) and 81(1) of the Act.
Due Date	Capital Works Incl. GST																		
1 May 2017 (already issued as per resolution of last year’s AGM)	\$30,102.69																		
1 August 2017	\$0.00																		
1 November 2017	\$0.00																		
1 February 2017	\$0.00																		
Total	\$30,102.69																		
Due Date	Capital Works Incl. GST																		
1 May 2017	\$0.00																		
MOTION 15	DEFICIT	<p>That the owners corporation discuss the deficit of \$87,167.10 in the administrative account and instruct the strata manager on how they wish to deal with this.</p> <p>MOTION DEFEATED</p>																	
MOTION 16	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	<p>RESOLVED That the 10% per item limitation of budget to actual expenditure be removed.</p> <p>Notes to motion: If this is not resolved then a general meeting is to be convened to authorise any expenditure which exceeds the 10% limit. The section recognises the difficulty this can cause and allows owners corporations to remove or limit</p>	Section 102(3) of the Act																

		<i>the restriction. This motion is intended to remove the restriction for your scheme in its entirety.</i>													
MOTION 17	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED That the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <ul style="list-style-type: none">(a) the managing agent to issue reminder notices(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;(c) the strata committee to provide consent for payment plans;(d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action. <p>Notes to motion: <i>This motion authorises the managing agent to act as required and without delay to minimise impact on the cash-flow of the owners corporation.</i> <i>LePage Lawyers are engaged with authority from the strata committee to manage payment plans given their expertise in achieving the desired outcome for the owners corporation at the least possible expense to the owner.</i></p>	Clause 9(h) of Schedule 1 of the Act And clauses 18 & 19 of the Regulations												
OWNERS CORPORATION GOVERNANCE															
MOTION 18	STRATA COMMITTEE NOMINATION AND NUMBERS	<p>RESOLVED That:</p> <ul style="list-style-type: none">(a) the nominations for the strata committee be declared, received and recorded;(b) the nominations be closed by the chairperson; and(c) the number of members of the strata committee was determined to be 6, as below; <table><tr><td>T Bornstein</td><td>Lot 212</td></tr><tr><td>J Bowen</td><td>Lot 4</td></tr><tr><td>C Tjahja</td><td>Lot 605</td></tr><tr><td>J Sherwin</td><td>Lot 102</td></tr><tr><td>A Spella-Barberet</td><td>Lot 122</td></tr><tr><td>P Jackson</td><td>Lot 98</td></tr></table>	T Bornstein	Lot 212	J Bowen	Lot 4	C Tjahja	Lot 605	J Sherwin	Lot 102	A Spella-Barberet	Lot 122	P Jackson	Lot 98	Sections 29 to 32 and Clauses 5 , 8(1)(b), 9(e) of Schedule 1 of the Act) Clause 9 of the Regulations
T Bornstein	Lot 212														
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A Spella-Barberet	Lot 122														
P Jackson	Lot 98														
MOTION 19	STRATA COMMITTEE ELECTION	<p>THAT:</p> <ul style="list-style-type: none">(a) if the number of nominations exceeds the number of members decided upon, a ballot be held to determine the successful members <u>OR</u>(b) if the number of nominations equals the number of members decided upon, then those members be duly elected. <p>Notes to motion: <i>If there are more nominations received than the number of members determined, a ballot election will be held in order to determine the successful members.</i> <i>In the event that the number of nominations equals the number of members decided upon, then those members are duly elected.</i></p> <p>MOTION WITHDRAWN</p>	Sections 29 to 32 and Clauses 5 , 8(1)(b), 9(e) of Schedule 1 of the Act) Clauses 9 & 10 of the Regulations												
MOTION 20	RESTRICTIONS OVER THE STRATA COMMITTEE	<p>RESOLVED That the owners corporation decided that no matter or any matter or class of matter, other than those imposed by the Act, is to be determined by the owners corporation in general meeting.</p> <p>Notes to motion: <i>The Act provides various restrictions to the types of matters that may be determined by the strata committee on behalf of the owners corporation.</i></p>	Section 36(3)(b) and Clause 6(a) & 9(i) of Schedule 1 of the Act												

		<i>The owners corporation must decide whether further restrictions be imposed upon the strata committee.</i>	
MOTION 21	BMC REPRESENTATIVES	<p>THAT the owners corporation <i>specially resolved</i> to appoint a representative and substitute representative to the building management committee as below.</p> <p>A Spella-Barberet – Representative Lot 122 J Bowen – Sub Representative Lot 4</p>	<p>clause 2(4) of Schedule 1C to the Strata Schemes (Freehold Development) Act 1973 (checked and still current) and clause XX of the Strata Management Statement and is required where the scheme is a subsidiary of a BMC.</p>

MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held immediately after the Annual General Meeting
on Wednesday 28 June 2017
at Building Managers Office, Pacific Square

PRESENT:	T Bornstein	Lot 212
	J Bowen	Lot 4
	C Tjahja	Lot 605
	J Sherwin	Lot 102
	A Spella-Barberet	Lot 122
	P Jackson	Lot 98

IN ATTENDANCE:	R Fisher	Strata Plus
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Those present determined that Rebecca Fisher chair the meeting.
The chairperson declared a quorum.

MINUTES

MOTION 1	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last strata committee meeting held 25 May 2015 be confirmed as a true and accurate record of that meeting.
MOTION 2	ELECTION OF OFFICE BEARERS	RESOLVED that the following office bearers be appointed. Chairperson: John Bowen Secretary: Alban Spella-Barberet Treasurer: Cindy Tjahja
MOTION 3	ELECTRONIC MEANS OF ATTENDANCE	RESOLVED that attendance at strata committee meetings may be by the following additional means: (a) telephone conference; or (b) video-conferencing; (c) email from the email address provided for service of notices. It was NOTED that the meeting notice will specify + means and method of accessing the facility for that purpose for that particular strata committee meeting and + that any strata committee member attending a strata committee meeting by these means and eligible to vote on a matter may cast a vote as if they were physically present at the meeting.
MOTION 4	ELECTRONIC SERVICE OF INSURANCE INFORMATION	RESOLVED that the strata committee would accept all insurance and product disclosure information via email.
MOTION 5	TERM DEPOSITS	RESOLVED that the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.
MOTION 6	BY-LAW NON-COMPLIANCE	RESOLVED that the strata manager can issue a notice of the owners corporation on an owner or occupier requiring them to comply with a

		specific by-law. The instruction is to be given by either the building manager or the secretary and one other member of the committee. It was NOTED that separate resolutions at committee meetings are required to issue the Notice to Comply with a specific by-law.
MOTION 7	FORMATION OF BY-LAW SUB-COMMITTEE	RESOLVED that the by-law sub committee provided updates to the strata committee and that the strata manager compile all of the current by-laws and those recently passed and email same to the sub committee for final approval before sending to the solicitor.
MOTION 8	WINDOW LOCKS – QUOTATION AND CONTRACT	RESOLVED that: (a) the attached quotation from D Tech for window locks be accepted; and (b) the managing agent be authorised to enter into the attached contract with D Tech for the installation of window locks including affixing of the common seal to the paperwork.
MOTION 9	PAINTING	That the painting for the building and allocation of funds be deferred until after major defect rectification at Pacific Square is finalised. MOTION DEFERRED
MOTION 10	NEXT MEETING	RESOLVED That the next meeting be held Tuesday 26 September 2017 at 6pm in the building managers office.
CLOSURE		There being no further business the chairperson declared the meeting closed at 8:16pm

Further Notes:

- + Building Manager presented Report;
 - Storage tank is leaking and to be replaced by Rheem.
 - Service for the HWS is to be switched to Rheem. Jan to ask them to sharpen their pencil.
- + Building manager to gain quotes for energy efficiency re: globes.
- + 901 Notice to Comply to be sent to the resident re: parking where he pleases.

MINUTES OF EXTRAORDINARY GENERAL MEETING

Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held on Wednesday 7 March 2018
at the Building Managers office at Pacific Square

PRESENT: M Vera Lot 17
J Sherwin Lot 102

PRESENT BY PROXY: L J S Harris (Lot 93) Proxy to Chairperson
S W Chen (Lot 64) proxy to Chairperson

IN ATTENDANCE: R Fisher Strata Plus Pty Ltd
M Wickey Strata Plus Pty Ltd
J Lesundak Excel Building Manager
C Pan Lot 45 (relative)

Those present determined that Rebecca Fisher chair the meeting.

After half an hour the chairperson declared that those present constituted a quorum.

The meeting commenced at 6:30pm

MINUTES

CONFIRMATION OF RECORDS			
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED That the minutes of the last general meeting of the owners corporation held 16 January 2018 be confirmed as a true and accurate record of that meeting.	Clause 8 (1) of Schedule 1 of the Act
DEFECTS SETTLEMENT			
MOTION 2	DEFECTS UPDATE	RESOLVED That the Owners Corporation received an update on the progress of the claim against the builder and developer with respect to defects including the basement defects (Defects Claim), the recent settlement meeting and the proposed terms of settlement relating to the Defects Claim.	
MOTION 3	SETTLEMENT OF DEFECTS CLAIM	THAT the Owners Corporation RESOLVED to approve the settlement of the Defects Claim.	
MOTION 4	NEGOTIATE TERMS OF DEED OF RELEASE	THAT the Owners Corporation RESOLVED to authorise the Strata Committee to negotiate and finalise the terms of a deed of release to give effect to the settlement of the Defects Claim. <i>Note: The deed of release will be tabled at the meeting.</i>	
MOTION 5	AFFIX COMMON SEAL TO DEED	THAT the Owners Corporation RESOLVED to authorise the managing agent to sign and affix the common seal to the deed of release and any other documents necessary to give effect to the settlement of the Defects Claim.	

MINUTES OF ANNUAL GENERAL MEETING

Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held on Tuesday 14 August 2018
at the building managers office pacific square

PRESENT:

N Ly	Lot 3
J & J Bowen	Lot 4
C Flanagan	Lot 7
R Drozdowski	Lot 8
M Vera	Lot 17
M Li	Lot 32
S Kristianto	Lot 43
Juswadi	Lot 69
C Tjahja	Lot 82
S P Johnson	Lot 98
J Sherwin	Lot 102
P & P Samios	Lot 117
A Ridgley	Lot 132

PRESENT BY PROXY:

K Lo (Lot 109) proxy to Anita Ng (Boulevard)
W Harris (Lot 93) proxy to Chairperson
S Chen (Lot 64) proxy to Chairperson

IN ATTENDANCE:

Briar Ridgley	Lot 132 daughter
Robert Tuwtwera	Lot 82 partner
M Monaghan	Lot 106 Mother
R Fisher	Strata Plus
J Lesundak	Excel Building Management

Those present determined that Rebecca Fisher chair the meeting.

Half-hour after 6:00pm the chairperson declared that those present constituted a quorum.

The meeting was declared open at 6:30pm

MINUTES

CONFIRMATION OF RECORDS			
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED That the minutes of the last extraordinary general meeting of the owners corporation held 20 March 2018 be confirmed as a true and accurate record of that meeting.	Clause 8 (1) of Schedule 1 of the Act
MOTION 2	ADOPTION OF FINANCIAL STATEMENTS	<p>RESOLVED That the audited financial reports for the financial year ending 30 April 2018 be adopted.</p> <p>Notes to motion: <i>The financial reports include accounting records and statements of financial information as prescribed by the Act. This includes additional items compared with the previous legislation.</i></p> <p><i>To save time at the meeting and to allow us to properly address your queries, please direct any queries you have regarding the trust accounts to our office prior to the meeting.</i></p>	<p>Section 92 and clause 9 (a) & (b) of Schedule 1 of the Act</p> <p>Forms 2 & 3 in Schedule 1 of the Regulations</p>
COMMON PROPERTY RISK MANAGEMENT			

MOTION 3	CONFIRMATION OF CURRENT INSURANCES	RESOLVED That the owners corporation's current insurance policies as detailed in the attached schedule be confirmed.	Sections 164 & 165 and clause 9(c)&(d) of Schedule 1 of the Act
MOTION 4	INSURANCE COMMISSION	RESOLVED That the owners corporation NOTE Strata Plus confirms that no commission or broker fee was received at the time this premium was paid.	Section 60 and clause 9(g) of Schedule 1 of the Act
MOTION 5	INSURANCE RENEWAL	<p>RESOLVED That the owners corporation provides authorisation to the Building Management Committee (BMC) representatives to make decisions regarding the renewal of the insurances and that a standing authority be given to Strata Plus Pty Limited to renew the insurances for the scheme.</p> <p>Notes to motion: <i>This motion authorises the managing agent to place insurance, however our standard practise is to only use this authority if there is no feedback from the committee about the broker's recommendation.</i> <i>The use of an insurance broker satisfies the 3 quotation requirement.</i></p>	Sections 164, 165(1) & (2) & 166 and clause 9 (c) & (d) of Schedule 1 of the Act
MOTION 6	BUILDING VALUATION	<p>THAT the owners corporation instructs the Building Management Committee (BMC) representatives to vote in favour of arranging a valuation for insurance purposes prior to the expiration of the current policy period and instruct the managing agent to alter the sum insured to that figure.</p> <p style="text-align: right;">Last obtained: 21 February 2014</p> <p style="text-align: right;">MOTION DEFERRED</p>	
MOTION 7	WORKERS COMPENSATION INSURANCE	RESOLVED That the owners corporation resolves to confirm that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.	
MOTION 8	WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT	<p>THAT the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and RESOLVE to:</p> <p>(a) instruct the managing agent to organise an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 21 October 2014; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p> <p>Notes to motion: <i>Undertaking a Work, Health & Safety Report may outline areas of the property which require maintenance to avoid risk.</i></p> <p style="text-align: right;">MOTION DEFEATED</p>	
FINANCIAL MATTERS			
MOTION 9	TERM DEPOSITS	RESOLVED That the treasurer of the Owners Corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank.	Sections 75(1) and 78(1) of the Act.
MOTION 10	APPOINTMENT OF AUDITOR	<p>RESOLVED That an auditor be appointed by the owners corporation for the financial year ending 30 April 2019.</p> <p>Notes to motion: <i>The role of the auditor is to provide an independent professional assessment that the financial records are being maintained in accordance with the Act and Regulations.</i> <i>For large strata schemes and schemes with an annual budget of more than \$250,000 it is mandatory audited financials to be presented.</i></p>	<p>Sections 95 and clause 9(c) of Schedule 1 of the Act</p> <p>Clause 21 of the Regulations</p>
BUDGET AND LEVY CONTRIBUTIONS			

MOTION 11	ADMINISTRATIVE FUND BUDGET & LEVIES	<p>RESOLVED That the Administrative Fund Budget for the financial year commencing 1 May 2018 be adopted and that levies of \$724,365.01 incl. GST (\$658,513.65 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 May 2018 (already issued as per resolution of last year’s AGM)</td><td>\$209,507.73</td></tr><tr><td>1 August 2018</td><td>\$171,619.09</td></tr><tr><td>1 November 2018</td><td>\$171,619.09</td></tr><tr><td>1 February 2019</td><td>\$171,619.09</td></tr><tr><td>Total</td><td>\$724,365.01</td></tr></table> <p>RESOLVED That the first levy for the 1 May 2019 financial year be due and payable to the Administrative Fund in accordance with the table below and that these amounts continue to fall due and payable on a quarterly basis until redetermined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>Long Date</td><td>\$171,619.09</td></tr></table> <p>Notes to motion: <i>The attached proposed administrative fund budget determines the contributions by the lots (admin fund levies).</i> <i>Owners can calculate the individual portion of the levies by multiplying the rate per unit entitlement which appears at the bottom of the budget, by the unit entitlement for the lot.</i> <i>The quarterly cycle period must allow all levy contributions to be raised fully within the financial year period.</i></p>	Due Date	Admin Incl. GST	1 May 2018 (already issued as per resolution of last year’s AGM)	\$209,507.73	1 August 2018	\$171,619.09	1 November 2018	\$171,619.09	1 February 2019	\$171,619.09	Total	\$724,365.01	Due Date	Admin Incl. GST	Long Date	\$171,619.09	Section 79(1) & 81(1) of the Act.
Due Date	Admin Incl. GST																		
1 May 2018 (already issued as per resolution of last year’s AGM)	\$209,507.73																		
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Total	\$724,365.01																		
Due Date	Admin Incl. GST																		
Long Date	\$171,619.09																		
MOTION 12	RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT	<p>RESOLVED That the recommendations of the last Capital Works (or Sinking) Fund Forecast Report prepared by Solutions in engineering be acknowledged, noting the attached summary from that report which details the forecasted expenditure and recommended contributions.</p> <p>Notes to motion: <i>A full copy of the report can be obtained by using your client login or contacting the managing agent prior to the meeting.</i></p>	Clause 6(b) of Schedule 1 of the Act																
MOTION 13	CAPITAL WORKS FUND FORECAST REPORT	<p>THAT the managing agent be instructed to arrange for an updated Capital Works Fund Forecast Report.</p> <p style="text-align: right;">Last Updated: 7 October 2016</p> <p>Notes to motion: <i>It is a requirement that an updated report be undertaken once every five years.</i></p> <p style="text-align: right;">MOTION DEFEATED</p>	Clause 6(b) of Schedule 1 of the Act																
MOTION 14	CAPITAL WORKS FUND BUDGET & LEVIES	<p>RESOLVED That the Capital Works Fund Budget for the financial year commencing 1 May 2018 be adopted and that levies of \$85,057.50 incl. GST (\$77,325.00 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2018 (already issued as per resolution of last year’s AGM)</td><td>\$0.00</td></tr></table>	Due Date	Capital Works Incl. GST	1 May 2018 (already issued as per resolution of last year’s AGM)	\$0.00	Section 79(2), (5) & (6) and 81(1) of the Act.												
Due Date	Capital Works Incl. GST																		
1 May 2018 (already issued as per resolution of last year’s AGM)	\$0.00																		

		<table><tr><td>1 August 2018</td><td>\$28,352.50</td></tr><tr><td>1 November 2018</td><td>\$28,352.50</td></tr><tr><td>1 February 2019</td><td>\$28,352.50</td></tr><tr><td>Total</td><td>\$87,057.50</td></tr></table> <p>RESOLVED That the first levy for the 1 May 2019 financial year be due and payable to the Capital Works Fund in accordance with the table below and that these amounts continue to fall due and payable on a quarterly basis until redetermined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2019</td><td>\$28,352.50</td></tr></table> <p>Notes to motion: <i>The attached proposed capital works fund budget determines the contributions by the lots (capital works fund levies).</i> <i>The recommendations of the latest Capital Works (Sinking) Fund Report, including the anticipated major expenditure, has been considered as part of the budget review process.</i> <i>Larges schemes are required to define specific amounts and note differences between the budget estimate and the amounts in the report.</i></p>	1 August 2018	\$28,352.50	1 November 2018	\$28,352.50	1 February 2019	\$28,352.50	Total	\$87,057.50	Due Date	Capital Works Incl. GST	1 May 2019	\$28,352.50	
1 August 2018	\$28,352.50														
1 November 2018	\$28,352.50														
1 February 2019	\$28,352.50														
Total	\$87,057.50														
Due Date	Capital Works Incl. GST														
1 May 2019	\$28,352.50														
MOTION 15	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	<p>RESOLVED That the 10% per item limitation of budget to actual expenditure be removed.</p> <p>Notes to motion: <i>If this is not resolved then a general meeting is to be convened to authorise any expenditure which exceeds the 10% limit. The section recognises the difficulty this can cause and allows owners corporations to remove or limit the restriction. This motion is intended to remove the restriction for your scheme in its entirety.</i></p>	Section 102(3) of the Act												
MOTION 16	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED That the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <ul style="list-style-type: none">(a) the managing agent to issue reminder notices(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;(c) the strata committee to provide consent for payment plans;(d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action. <p>Notes to motion: <i>This motion authorises the managing agent to act as required and without delay to minimise impact on the cash-flow of the owners corporation.</i> <i>LePage Lawyers are engaged with authority from the strata committee to manage payment plans given their expertise in achieving the desired outcome for the owners corporation at the least possible expense to the owner.</i></p>	Clause 9(h) of Schedule 1 of the Act And clauses 18 & 19 of the Regulations												
OWNERS CORPORATION GOVERNANCE															
MOTION 17	STRATA COMMITTEE NOMINATION AND NUMBERS	<p>RESOLVED That:</p> <ul style="list-style-type: none">(a) the nominations for the strata committee be declared, received and recorded;(b) the nominations be closed by the chairperson; and(c) the number of members of the strata committee be determined as 5 for the ensuing year as below:	Sections 29 to 32 and Clauses 5 , 8(1)(b), 9(e) of Schedule 1 of the Act) Clause 9 of the Regulations												

		J Sherwin Lot 102 P Samios Lot 117 C Tjahja Lot 82 R Drozdowski Lot 8 J Bowen Lot 4	
MOTION 18	STRATA COMMITTEE ELECTION	RESOLVED That: The number of nominations equals the number of members decided upon and that these members be duly elected.	Sections 29 to 32 and Clauses 5 , 8(1)(b), 9(e) of Schedule 1 of the Act) Clauses 9 & 10 of the Regulations
MOTION 19	RESTRICTIONS OVER THE STRATA COMMITTEE	RESOLVED That the owners corporation have no restrictions on any matter or class of matter, other than those imposed by the Act.	Section 36(3)(b) and Clause 6(a) & 9(i) of Schedule 1 of the Act
MOTION 20	BMC REPRESENTATIVES	THAT the owners corporation SPECIALLY RESOLVED to appoint a representative and substitute representative to the building management committee as below; Representative – P Samios Sub Representative – C Tjahja	clause 2(4) of Schedule 1C to the Strata Schemes (Freehold Development) Act 1973 and clause 52 of the Strata Management Statement and is required where the scheme is a subsidiary of a BMC.
MOTION 21	SOLAR POWER	THAT the owners corporation discuss solar power and instruct the building manager and the BMC Representative on how they wish to proceed. <p style="text-align: right;">MOTION DEFEATED</p> Note: The strata committee are investigating further	
MOTION 22	ELECTRIC CAR CHARGING	the owners corporation discuss electric car charging and instruct the building manager and the BMC Representative on how they wish to proceed. <p style="text-align: right;">MOTION DEFEATED</p>	

MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held immediately after the Annual General Meeting
on Tuesday 14 August 2018
at building managers office Pacific Square

PRESENT:	J Sherwin	Lot 102
	P Samios	Lot 117
	C Tjahja	Lot 82
	R Drozdowski	Lot 8
	J Bowen	Lot 4

Those present determined that Rebecca Fisher chair the meeting.

The chairperson declared a quorum.

MINUTES

MOTION 1	CONFIRMATION OF MINUTES	RESOLVED That the minutes of the last executive committee meeting held 26 September 2017 be confirmed as a true and accurate record of that meeting.	
MOTION 2	ELECTION OF OFFICE BEARERS	RESOLVED That the secretary, treasurer and chairperson of the strata committee be elected as below; Secretary – J Sherwin Treasurer – C Tjahja Chairperson – P Samios	Section 41 of the Act and Clause 11 of the Regulations
MOTION 3	TERM DEPOSITS	RESOLVED That the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.	
MOTION 4	BUILDING MANAGERS REPORT	THAT the Building Managers report be received, and that the strata committee provide and instructions necessary. MOTION WITHDRAWN	
MOTION 5	NEXT MEETING	RESOLVED That the next meeting be held Monday 12 November at 6pm in the building managers office.	

Further Notes:

- + Lighting to be installed in podium level fire egress. Sydney Electrical are to undertake these works.
- + Carpet on Level 1 to be replaced. Quotes are to be obtained by the building manager.
- + The building manager is to follow up in regards to louvres.

MINUTES OF GENERAL MEETING

Schedule 1 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Avenue, Maroubra

The meeting was held on Thursday 20 June 2019

at Botanica Building (old gym), 140 Maroubra Road, Maroubra

PRESENT:	J Bowen	Lot 4
	P & P Samios	Lot 117
	A Wood	Lot 16
	M Vera	Lot 17

PRESENT BY PROXY:	Ba Thai Vo (Lot 15) proxy to M Vera (Lot 17)
	W J S Harris (Lot 93) proxy to Chairperson
	S W Chen (Lot 64) proxy to Chairperson

APOLOGIES:	C Fiskerstrand	Lot 100
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IN ATTENDANCE:	R Fisher	Strata Plus
	C Arrand	Excel Building Management
	S Chew	Icon Project Management
	B Destani	Icon Project Management
	L Forrester	Forrester & Johnson

Those present determined that Rebecca Fisher chair the meeting.

Half-hour after 6:00pm the chairperson declared that those present constituted a quorum.

The meeting was declared open at 6:30pm.

MINUTES

CONFIRMATION OF RECORDS			
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED THAT the minutes of the last general meeting of the owners corporation held 29 November 2018 be confirmed as a true and accurate record of that meeting.	Clause 8 (1) of Schedule 1 of the Act
CONTRACTS OF THE OWNERS CORPORATION			
MOTION 2	CONTRACT FOR BASEMENT HYDRAULIC RECTIFICATION WORKS	RESOLVED THAT the Owners Corporation of Strata Plan No. 74790 instruct the strata manager to affix the seal to and sign the contract for the hydraulic works in the basement with Forrester & Johnson. These works will be undertaken by Forrester & Johnston and will cost \$1,773,216.00 ex GST. Note: Settlement amount reached with Lendlease was \$2,382,680.00 ex GST. This was resolved at the EGM 7 March 2018. The complete contract will be available for review at the meeting, and you can also view the complete contract with all annexures at the following link	Sections 15(h), 49 & 50 of the Act

		https://www.dropbox.com/sh/dzzw486jf2wxyzh/AAC5FSNX6v0Y8rUC7G9klGMIa?dl=0	
MOTION 3	CDC APPLICATION	RESOLVED THAT the Owners Corporation of Strata Plan No. 74790 instructs the strata manager to affix the seal and sign the Complying Development Certificate Application for the basement hydraulic works referred to in motion 2.	
MOTION 4	LEVY PAYMENT	RESOLVED THAT the Owners Corporation of Strata Plan No. 74790 instructs the strata manager to sign the levy payment form so that the correct payment method can be set up. Further that once this is done that the strata manager be instructed to pay the LSL levy of \$5,980.71 to Randwick City Council as per the basement hydraulic works referred to in motion 2.	
MOTION 5	QUESTIONS FOR PROJECT MANAGER & CONTRACTOR	RESOLVED THAT the Owners Corporation took the opportunity to ask any questions relating to the works of the project manager and the contractor Forrester & Johnson.	
MOTION 6	CLOSURE	There being no further business, the chairperson closed the meeting at 7:45pm.	

Further Notes;

- + That the Owners Corporation agreed to sign the novation deed for the solicitor so that the contractor can take on the works and that this be ratified at their next meeting.
- + A copy of the Development program is to be sent with the minutes.

PACIFIC SQUARE
Development Programme
v1 18/06/2019

ID	Task Name	Duration	Start	Finish	<div> <div>2019</div> <div> <div>June</div> <div>July</div> <div>August</div> <div>September</div> <div>October</div> <div>November</div> <div>December</div> <div>January</div> </div> </div>											
1	Basement Hydraulic Rectification Works	145 days	Thu 20/06/19	Thu 5/12/19	<div> <div>3 10 17 24 1 8 15 22 29 5 12 19 26 2 9 16 23 30 7 14 21 28 4 11 18 25 2 9 16 23 30 6 13 1</div> <div>Basement Hydraulic Rectification Works</div> </div>											
2	Contract Execution	1 day	Thu 20/06/19	Thu 20/06/19	<div> <div>Contract Execution</div> </div>											
3	Stage One Works Notification (as per F&J construction program)	0 days	Mon 1/07/19	Mon 1/07/19	<div> <div>1/07 ♦ Stage One Works Notification (as per F&J construction program)</div> </div>											
4	Pre Construction (Contractor Design Workshop)	21 days	Fri 21/06/19	Mon 15/07/19	<div> <div>Pre Construction (Contractor Design Workshop)</div> </div>											
5	CDC Application Obtained	21 days	Fri 21/06/19	Mon 15/07/19	<div> <div>CDC Application Obtained</div> </div>											
6	Stage One Commence	0 days	Mon 15/07/19	Mon 15/07/19	<div> <div>15/07 ♦ Stage One Commence</div> </div>											
7	Construction of Stages One - Twelve (as per F&J construction program)	123 days	Tue 16/07/19	Thu 5/12/19	<div> <div>Construction of Stages One - Twelve (as per F&J construction program)</div> </div>											
8	Handover Expected PC Date	0 days	Thu 5/12/19	Thu 5/12/19	<div> <div>Handover Expected PC Date ♦ 5/12</div> </div>											

Date Printed: Wed 19/06/19
Revision: 1
Drafted/Checked: BD/SC



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MINUTES OF ANNUAL GENERAL MEETING

Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held on Thursday 4 July 2019

at Building Managers Office, Pacific Square

PRESENT:

J & J Bowen	Lot 4
R Drozdowski	Lot 8
A Wood	Lot 16
M Vera	Lot 17
J Sherwin	Lot 102
P & P Samios	Lot 117
A Ridgley	Lot 132

PRESENT BY PROXY:

S Sutarjo (Lot 12 & 14) proxy to S Kristianto (Lot 43)
 S Chen (Lot 64) proxy to P & P Samios (Lot 117)
 K Lo (Lot 109) proxy to A Ng

IN ATTENDANCE:

R Fisher	Strata Plus
C Arrand	Excel Building Management
B Shaoni	(Lot 132 daughter)

Those present determined that Rebecca Fisher chair the meeting.

Half-hour after 6:00pm the chairperson declared that those present constituted a quorum.

The meeting was declared open at 6:30pm

MINUTES

CONFIRMATION OF RECORDS			
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED That the minutes of the last annual general meeting of the owners corporation held 25 June 2019 be confirmed as a true and accurate record of that meeting.	Clause 8 (1) of Schedule 1 of the Act
MOTION 2	ADOPTION OF FINANCIAL STATEMENTS	<p>RESOLVED That the audited financial reports for the financial year ending 30 April 2019 be adopted.</p> <p>Notes to motion: <i>The financial reports include accounting records and statements of financial information as prescribed by the Act. This includes additional items compared with the previous legislation.</i></p> <p><i>To save time at the meeting and to allow us to properly address your queries, please direct any queries you have regarding the trust accounts to our office prior to the meeting.</i></p>	<p>Section 92 and clause 9 (a) & (b) of Schedule 1 of the Act</p> <p>Forms 2 & 3 in Schedule 1 of the Regulations</p>
COMMON PROPERTY RISK MANAGEMENT			
MOTION 3	CONFIRMATION OF CURRENT INSURANCES	RESOLVED That the owners corporation's current insurance policies as detailed in the attached schedule be confirmed.	Sections 164 & 165 and clause 9(c)&(d) of Schedule 1 of the Act
MOTION 4	INSURANCE COMMISSION	RESOLVED That the owners corporation NOTE Strata Plus confirms that no commission or broker fee was received at the time this premium was paid.	Section 60 and clause 9(g) of Schedule 1 of the Act
MOTION 5	INSURANCE RENEWAL	RESOLVED That the owners corporation provides authorisation to the Building Management Committee (BMC) representatives to	Sections 164, 165(1) & (2) & 166 and clause 9

		<p>make decisions regarding the renewal of the insurances and that a standing authority be given to Strata Plus Pty Limited to renew the insurances for the scheme.</p> <p>Notes to motion: <i>This motion authorises the managing agent to place insurance, however our standard practise is to only use this authority if there is no feedback from the committee about the broker's recommendation.</i> <i>The use of an insurance broker satisfies the 3 quotation requirement.</i></p>	(c) & (d) of Schedule 1 of the Act								
MOTION 6	BUILDING VALUATION	<p>RESOLVED That the owners corporation instructs the Building Management Committee (BMC) representatives to vote in favour of arranging a valuation for insurance purposes prior to the expiration of the current policy period and instruct the managing agent to alter the sum insured to that figure.</p> <p>Last obtained: 21 February 2014</p>									
MOTION 7	WORKERS COMPENSATION INSURANCE	<p>RESOLVED That the owners corporation to confirmed that it does not employ workers, including sole traders, with annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance.</p>									
MOTION 8	WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT	<p>RESOLVED That the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and RESOLVE to:</p> <p>(a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 21 October 2014; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p> <p>Notes to motion: <i>Undertaking a Work, Health & Safety Report may outline areas of the property which require maintenance to avoid risk.</i></p>									
FINANCIAL MATTERS											
MOTION 9	TERM DEPOSITS	<p>RESOLVED That the treasurer of the Owners Corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank.</p>	Sections 75(1) and 78(1) of the Act.								
MOTION 10	APPOINTMENT OF AUDITOR	<p>RESOLVED That an auditor be appointed by the owners corporation for the financial year ending 30 April 2020.</p> <p>Notes to motion: <i>The role of the auditor is to provide an independent professional assessment that the financial records are being maintained in accordance with the Act and Regulations.</i> <i>For large strata schemes and schemes with an annual budget of more than \$250,000 it is mandatory audited financials to be presented.</i></p>	Sections 95 and clause 9(c) of Schedule 1 of the Act Clause 21 of the Regulations								
BUDGET AND LEVY CONTRIBUTIONS											
MOTION 11	ADMINISTRATIVE FUND BUDGET & LEVIES	<p>RESOLVED That the Administrative Fund Budget for the financial year commencing 1 May 2019 be adopted and that levies of \$708,691.88 insert amount] incl. GST (\$644,265.35 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 May 2019 (already issued as per resolution of last year's AGM)</td><td>\$171,619.09</td></tr><tr><td>1 August 2019</td><td>\$179,024.26</td></tr><tr><td>1 November 2019</td><td>\$179,024.26</td></tr></table>	Due Date	Admin Incl. GST	1 May 2019 (already issued as per resolution of last year's AGM)	\$171,619.09	1 August 2019	\$179,024.26	1 November 2019	\$179,024.26	Section 79(1) & 81(1) of the Act.
Due Date	Admin Incl. GST										
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1 August 2019	\$179,024.26										
1 November 2019	\$179,024.26										

		<table><tr><td>1 February 2020</td><td>\$179,024.26</td></tr><tr><td>Total</td><td>\$708,691.88</td></tr></table> <p>RESOLVED That the first levy for the 1 May 2020 financial year be due and payable to the Administrative Fund in accordance with the table below and that these amounts continue to fall due and payable on a quarterly basis until redetermined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 May 2020</td><td>\$179,024.26</td></tr></table> <p>Notes to motion: <i>The attached proposed administrative fund budget determines the contributions by the lots (admin fund levies).</i> <i>Owners can calculate the individual portion of the levies by multiplying the rate per unit entitlement which appears at the bottom of the budget, by the unit entitlement for the lot.</i> <i>The quarterly cycle period must allow all levy contributions to be raised fully within the financial year period.</i></p>	1 February 2020	\$179,024.26	Total	\$708,691.88	Due Date	Admin Incl. GST	1 May 2020	\$179,024.26					
1 February 2020	\$179,024.26														
Total	\$708,691.88														
Due Date	Admin Incl. GST														
1 May 2020	\$179,024.26														
MOTION 12	RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT	<p>RESOLVED That the recommendations of the last Capital Works (or Sinking) Fund Forecast Report prepared by Solutions in Engineering be acknowledged, noting the attached summary from that report which details the forecasted expenditure and recommended contributions.</p> <p>Notes to motion: <i>A full copy of the report can be obtained by using your client login or contacting the managing agent prior to the meeting.</i></p>	Clause 6(b) of Schedule 1 of the Act												
MOTION 13	CAPITAL WORKS FUND FORECAST REPORT	<p>THAT the managing agent be instructed to arrange for an updated Capital Works Fund Forecast Report.</p> <p style="text-align: right;">Last Updated: 7 October 2016</p> <p>Notes to motion: <i>It is a requirement that an updated report be undertaken once every five years.</i></p> <p style="text-align: right;">MOTION DEFERRED</p>	Clause 6(b) of Schedule 1 of the Act												
MOTION 14	CAPITAL WORKS FUND BUDGET & LEVIES	<p>RESOLVED That the Capital Works Fund Budget for the financial year commencing 1 May 2019 be adopted and that levies of \$116,925.71 incl. GST (\$106,296.10 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2019 (already issued as per resolution of last year’s AGM)</td><td>\$28,352.50</td></tr><tr><td>1 August 2019</td><td>\$29,524.40</td></tr><tr><td>1 November 2019</td><td>\$29,524.40</td></tr><tr><td>1 February 2020</td><td>\$29,524.40</td></tr><tr><td>Total</td><td>\$116,925.71</td></tr></table> <p>RESOLVED That the first levy for the 1 May 2020 financial year be due and payable to the Capital Works Fund in accordance with the table below and that these amounts continue to fall due and payable</p>	Due Date	Capital Works Incl. GST	1 May 2019 (already issued as per resolution of last year’s AGM)	\$28,352.50	1 August 2019	\$29,524.40	1 November 2019	\$29,524.40	1 February 2020	\$29,524.40	Total	\$116,925.71	Section 79(2), (5) & (6) and 81(1) of the Act.
Due Date	Capital Works Incl. GST														
1 May 2019 (already issued as per resolution of last year’s AGM)	\$28,352.50														
1 August 2019	\$29,524.40														
1 November 2019	\$29,524.40														
1 February 2020	\$29,524.40														
Total	\$116,925.71														

		<p>on a quarterly basis until redetermined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2020</td><td>\$29,524.40</td></tr></table> <p>Notes to motion: <i>The attached proposed capital works fund budget determines the contributions by the lots (capital works fund levies).</i> <i>The recommendations of the latest Capital Works (Sinking) Fund Report, including the anticipated major expenditure, has been considered as part of the budget review process.</i> <i>Larges schemes are required to define specific amounts and note differences between the budget estimate and the amounts in the report.</i></p>	Due Date	Capital Works Incl. GST	1 May 2020	\$29,524.40	
Due Date	Capital Works Incl. GST						
1 May 2020	\$29,524.40						
MOTION 15	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	<p>RESOLVED That the 10% per item limitation of budget to actual expenditure be removed.</p> <p>Notes to motion: <i>If this is not resolved then a general meeting is to be convened to authorise any expenditure which exceeds the 10% limit. The section recognises the difficulty this can cause and allows owners corporations to remove or limit the restriction. This motion is intended to remove the restriction for your scheme in its entirety.</i></p>	Section 102(3) of the Act				
MOTION 16	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED That the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <ul style="list-style-type: none">(a) the managing agent to issue reminder notices(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;(c) the strata committee to provide consent for payment plans;(d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action. <p>Notes to motion: <i>This motion authorises the managing agent to act as required and without delay to minimise impact on the cash-flow of the owners corporation.</i> <i>LePage Lawyers are engaged with authority from the strata committee to manage payment plans given their expertise in achieving the desired outcome for the owners corporation at the least possible expense to the owner.</i></p>	Clause 9(h) of Schedule 1 of the Act And clauses 18 & 19 of the Regulations				
OWNERS CORPORATION GOVERNANCE							
MOTION 17	STRATA COMMITTEE NOMINATION AND NUMBERS	<p>RESOLVED That:</p> <ul style="list-style-type: none">(a) the nominations for the strata committee be declared, received and recorded;(b) the nominations be closed by the chairperson; and(c) the number of members of the strata committee be determined at 5 for the ensuing year as below;<ul style="list-style-type: none">+ Julie Sherwin – Lot 102+ Cindy Tjahja – Lot 82+ Rob Drozdowski – Lot 8+ Jo Bowen – Lot 4+ Peter Samios – Lot 117	Sections 29 to 32 and Clauses 5 , 8(1)(b), 9(e) of Schedule 1 of the Act) Clause 9 of the Regulations				
MOTION 18	STRATA COMMITTEE ELECTION	<p>RESOLVED That if the number of nominations equals the number of members decided upon, then those members be duly elected.</p>	Sections 29 to 32 and Clauses 5 , 8(1)(b), 9(e) of Schedule 1 of the Act) Clauses 9 & 10 of the Regulations				

MOTION 19	RESTRICTIONS OVER THE STRATA COMMITTEE	<p>RESOLVED That the owners corporation not have any restrictions, other than those imposed by the Act over the strata committee.</p> <p>Notes to motion: <i>The Act provides various restrictions to the types of matters that may be determined by the strata committee on behalf of the owners corporation. The owners corporation must decide whether further restrictions be imposed upon the strata committee.</i></p>	Section 36(3)(b) and Clause 6(a) & 9(i) of Schedule 1 of the Act
MOTION 20	BMC REPRESENTATIVES	<p>THAT the owners corporation SPECIALLY RESOLVED to appoint a representative and substitute representative to the building management committee as below;</p> <p>Representative: Peter Samios</p> <p>Sub Representative: Cindy Tjahaja</p>	clause 2(4) of Schedule 1C to the Strata Schemes (Freehold Development) Act 1973 and clause 52 of the Strata Management Statement and is required where the scheme is a subsidiary of a BMC.
MOTION 21	REMOVAL OF INTEREST AND LATE FEE	<p>THAT the owners corporation consider removal of the late fee and interest for Lot 103.</p> <p style="text-align: right;">MOTION DEFEATED</p>	

Further Notes:

- + A brief update was provided on the basement works that will be starting later this month.
- + The Core quotation for the preparation of the fascade was approved by the owners corporation.
- + Replacement of the gym equipment was discussed. Leasing and servicing is being looked at. The costs will be around \$800 per month for the Pacific Square site. The owners corporation have agreed for this to go ahead.
- + The pool tiles were discussed as there were some that were delaminating. The building manager arranged for the repairs of these.
- + The spa overflowing was discussed also. The spa was maintained, and the buttons were replaced and the issues have now been fixed.

MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held immediately after the Annual General Meeting

on Thursday 4 July 2019

at Building Managers Office, Pacific Square

PRESENT:	J Bowen	Lot 4
	R Drozdowski	Lot 8
	J Sherwin	Lot 102
	P Samios	Lot 117
IN ATTENDANCE:	R Fisher	Strata Plus
	C Arrand	Excel Building Management
	J Bowen	Lot 4
	A Wood	Lot 16
	M Vera	Lot 17
	P Samios	Lot 117
	A Ridgley	Lot 132
	B Shaoni	(Lot 132 daughter)

Those present determined that Rebecca Fisher chair the meeting.

The chairperson declared a quorum.

MINUTES

MOTION 1	CONFIRMATION OF MINUTES	RESOLVED That the minutes of the last executive committee meeting held 21 May 2019 be confirmed as a true and accurate record of that meeting.	
MOTION 2	ELECTION OF OFFICE BEARERS	THAT the secretary, treasurer and chairperson of the strata committee be elected. Secretary: Julie Sherwin – Lot 102 Treasurer: Cindy Tjahja – Lot 82 Chairperson: Peter Samios – Lot 4	Section 41 of the Act and Clause 11 of the Regulations
MOTION 3	ELECTRONIC SERVICE OF INSURANCE INFORMATION	RESOLVED That the strata committee resolve to accept all insurance and product disclosure information via email, and that the nominated email address of the owners corporation be determined.	
MOTION 4	TERM DEPOSITS	RESOLVED That the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.	
MOTION 5	CODE OF CONDUCT	RESOLVED That the attached Code of Conduct be accepted by all members.	
MOTION 6	NEXT MEETING	THAT the date, time and location of the next meeting on Thursday 10 October 2019 at 6pm in the building managers office.	

MOTION 7	CLOSURE	There being no further business the chairperson closed the meeting at 7:05pm.	
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Further Notes:

- + The building manager will be looking at the issues with the howling dogs in Unit 106 and will advised the strata manager and strata committee of any progress.

MINUTES OF ANNUAL GENERAL MEETING

Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held on Wednesday, 29 July 2020

at Gym Room of Botanica, Ground Floor, 140 Maroubra Rd, Maroubra

PRESENT:

J & J Bowen	Lot 4
R Drozdowski	Lot 8
M Vera	Lot 17
H Nguyen	Lot 71
SP & DC Johnson	Lot 98
J Sherwin	Lot 102
P & P Samios	Lot 117
A Ridgley	Lot 121
A Spella-Barberet	Lot 122

APOLOGY: A Wood Lot 16

PRESENT BY PROXY: Defence Housing Australia (Lot 37) proxy to chairperson
W Harris (Lot 93) proxy to chairperson

IN ATTENDANCE: J Liu Strata Plus
R O'Connor Excel Building Management

Those present determined that Jack Liu chair the meeting.

Half-hour after 6:00pm the chairperson declared that those present constituted a quorum.

The meeting was declared open at 6:30pm

MINUTES

CONFIRMATION OF RECORDS		
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last general meeting of the owners corporation held 04 July 2019 be confirmed as a true record and account of the proceedings at that meeting.
MOTION 2	ADOPTION OF FINANCIAL STATEMENTS	(a) RESOLVED that the audited financial reports for the period ended 30 April 2020 be adopted. (b) RESOLVED that the accounting records and statements of financial information for the period ended 30 April 2020 be adopted.
MOTION 3	STRATA MANAGING AGENT RE-APPOINTMENT	<p>A The owners corporation of Strata Plan No. 74790,</p> <p>(a) subject to entering into a new agreement with Strata Plus Pty Limited RESOLVED to terminate its current agency agreement by the mutual consent in accordance with clause 5.2 of the current agency agreement; and</p> <p>(b) RESOLVED to continue to appoint Strata Plus Pty Limited ABN 30096175709 as strata managing agent (Agent); and</p> <p>(c) RESOLVED to delegate to the Agent all of the functions of:</p> <p>(i) the owners corporation (other than those listed in section 52(2) of the Act); and</p> <p>(ii) its chairperson, treasurer, secretary and strata committee,</p>

		<p>necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement, a copy of which is attached to this notice (Agreement);</p> <p>(d) RESOLVED that the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and</p> <p>(e) RESOLVED that the owners corporation execute the Agreement to give effect to this appointment and delegation; and</p> <p>(f) RESOLVED that authority be given for the common seal of the owners corporation to be affixed to the Agreement by Jo Bowen and Rob Drozdowski.</p> <p>B RESOLVED that the delegations in this motion supersede all previous delegations.</p> <p>Notes to motion:</p> <p><i>The expiry date of this new agency agreement is 29 July 2021.</i></p>
COMMON PROPERTY RISK MANAGEMENT		
MOTION 4	CONFIRMATION OF CURRENT INSURANCES	RESOLVED that the owners corporation's current insurances as detailed in the attachment to the Notice were confirmed.
MOTION 5	INSURANCE COMMISSION	The owners corporation NOTED that Strata Plus confirmed that no commission or broker fee was received at the time the premium was paid.
MOTION 6	INSURANCE RENEWAL	RESOLVED that the owners corporation provided authorisation to the Building Management Committee (BMC) representatives to make decisions regarding the renewal of the insurances and that a standing authority be given to Strata Plus to renew the insurances for the scheme.
MOTION 7	BUILDING VALUATION	<p>That the owners corporation instructs the Building Management Committee (BMC) representatives to vote in favour of arranging a valuation for insurance purposes prior to the expiration of the current policy period and instruct the managing agent to alter the sum insured to that figure.</p> <p style="text-align: right;">MOTION DEFERRED</p>
MOTION 8	WORKERS COMPENSATION INSURANCE	RESOLVED that the owners corporation confirmed that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.
MOTION 9	ANNUAL FIRE SAFETY STATEMENT	<p>(a) RESOLVED that the owners corporation considered the status of the Annual Fire Safety Statement (AFSS) (if one is required for the building) and authorised the managing agent and building manager with the strata committee to make the arrangements for obtaining the next AFSS.</p> <p>(b) RESOLVED that the owners corporation authorized the following people to execute the AFSS on their behalf, in the following order:</p> <ol style="list-style-type: none"> a. The secretary of the scheme, then b. The Treasurer then c. The Chairperson, then d. The managing agent <p>(c) Acknowledged that a fee of one hour of the directors time will be payable by the owners corporation to the managing agent should they instruct the managing agent to sign the AFSS on their behalf.</p>
MOTION 10	WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT	<p>That the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and RESOLVE to:</p> <p>(a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 21 October 2014; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p> <p style="text-align: right;">MOTION DEFERRED</p>
FINANCIAL MATTERS		

MOTION 11	TERM DEPOSITS	RESOLVED that the treasurer of the owners corporation be authorised by standing authority to advise the strata managing agent of those amounts which may be placed on term deposit with the trust account bank.																
MOTION 12	APPOINTMENT OF AUDITOR	<p>RESOLVED that an auditor be appointed for the owners corporation for the financial year ending 30 April 2021.</p> <p>Notes to motion: <i>The strata manager shall obtain quotes from auditors for the strata committee to consider and approve before the end of the current financial year.</i></p>																
BUDGET AND LEVY CONTRIBUTIONS																		
MOTION 13	ADMINISTRATIVE FUND BUDGET & LEVIES	<p>RESOLVED that the Administrative Fund Budget for the financial year commencing 1 May 2020 be adopted and that levies of \$708,691.50 incl. GST (\$644,265.00 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>01 May 2020 (already issued as per resolution of last year’s AGM)</td><td>\$179,024.26</td></tr><tr><td>01 September 2020</td><td>\$176,555.75</td></tr><tr><td>01 November 2020</td><td>\$176,555.75</td></tr><tr><td>01 February 2021</td><td>\$176,555.75</td></tr><tr><td>Total</td><td>\$708,691.50</td></tr></table> <p>RESOLVED that the first levy for the 01 May 2021 financial year be due and payable to the Administrative Fund in accordance with the table below and that these amounts continue to fall due and payable on a quarterly basis until redetermined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>01 May 2021</td><td>\$176,555.75</td></tr></table>	Due Date	Admin Incl. GST	01 May 2020 (already issued as per resolution of last year’s AGM)	\$179,024.26	01 September 2020	\$176,555.75	01 November 2020	\$176,555.75	01 February 2021	\$176,555.75	Total	\$708,691.50	Due Date	Admin Incl. GST	01 May 2021	\$176,555.75
Due Date	Admin Incl. GST																	
01 May 2020 (already issued as per resolution of last year’s AGM)	\$179,024.26																	
01 September 2020	\$176,555.75																	
01 November 2020	\$176,555.75																	
01 February 2021	\$176,555.75																	
Total	\$708,691.50																	
Due Date	Admin Incl. GST																	
01 May 2021	\$176,555.75																	
MOTION 14	RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT	RESOLVED that the recommendations of the Capital Works Plan (or last Sinking Fund Forecast Report) prepared by Solutions IE were acknowledged, noting the details of the forecasted expenditure and recommended contributions.																
MOTION 15	CAPITAL WORKS FUND FORECAST REPORT	THAT the managing agent be instructed to arrange for an updated Capital Works Fund Forecast Report. <div>MOTION DEFERRED</div>																
MOTION 16	CAPITAL WORKS FUND BUDGET & LEVIES	<p>RESOLVED that the Capital Works Fund Budget for the financial year commencing 01 May 2020 be adopted and that levies of \$120,550.41 incl. GST (\$109,591.28 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>01 May 2020 (already issued as per resolution of last year’s AGM)</td><td>\$29,524.40</td></tr><tr><td>01 September 2020</td><td>\$30,342.01</td></tr><tr><td>01 November 2020</td><td>\$30,342.00</td></tr><tr><td>01 February 2021</td><td>\$30,342.00</td></tr><tr><td>Total</td><td>\$120,550.41</td></tr></table>	Due Date	Capital Works Incl. GST	01 May 2020 (already issued as per resolution of last year’s AGM)	\$29,524.40	01 September 2020	\$30,342.01	01 November 2020	\$30,342.00	01 February 2021	\$30,342.00	Total	\$120,550.41				
Due Date	Capital Works Incl. GST																	
01 May 2020 (already issued as per resolution of last year’s AGM)	\$29,524.40																	
01 September 2020	\$30,342.01																	
01 November 2020	\$30,342.00																	
01 February 2021	\$30,342.00																	
Total	\$120,550.41																	

		<p>RESOLVED that the first levy for the 1 May 2021 financial year be due and payable to the Capital Works Fund in accordance with the table below and that these amounts continue to fall due and payable on a quarterly basis until redetermined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2021</td><td>\$30,342.00</td></tr></table>	Due Date	Capital Works Incl. GST	1 May 2021	\$30,342.00
Due Date	Capital Works Incl. GST					
1 May 2021	\$30,342.00					
MOTION 17	WAIVING OF INTEREST	RESOLVED that interest is waived on late payment for contributions due 01 May 2020 up to 01 November 2020.				
MOTION 18	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	RESOLVED that the owners corporation removed the 10% per item limitation of budget to actual expenditure.				
MOTION 19	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED that the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <ul style="list-style-type: none">(a) the managing agent to issue reminder notices;(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;(c) the strata committee to provide consent for payment plans;(d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action.				
OWNERS CORPORATION GOVERNANCE						
MOTION 20	GENERAL MEETING PRE-MEETING ELECTRONIC VOTING	<p>THAT the owners corporation resolves that persons entitled to vote on a matter may vote prior to a general meeting by the following means:</p> <ul style="list-style-type: none">(a) an email to the strata managing agent attaching a completed voting paper from the email address provided by that lot owner for service of notices; or(b) via a website voting system provided by the strata managing agent for that purpose. and authorises the strata committee to determine which motions are to the subject of pre-meeting electronic voting. <p>MOTION DEFEATED</p>				
MOTION 21	STRATA COMMITTEE NOMINATION AND NUMBERS	<p>(a) RESOLVED that the following nominations were received given that consent was confirmed:</p> <ul style="list-style-type: none">• Jo Bowen – Lot 4• Rob Drozdowski – Lot 8• Julie Sherwin – Lot 102• Peter Samios – Lot 117 <p>volunteered to stand for election to the strata committee</p> <p>(b) RESOLVED that the chairperson closed the nominations</p> <p>(c) RESOLVED that the number of strata committee members be determined at 4.</p>				
MOTION 22	STRATA COMMITTEE ELECTION	<p>RESOLVED that given the number of nominations equals the number of members decided upon, then those members were duly elected, as follows;</p> <ul style="list-style-type: none">• Jo Bowen – Lot 4• Rob Drozdowski – Lot 8• Julie Sherwin – Lot 102• Peter Samios – Lot 117				

MOTION 23	RESTRICTIONS OVER THE STRATA COMMITTEE	RESOLVED that no matters are to be restricted matters. All matters relative to the management of the strata scheme are to be in accordance with the current provisions of the <i>Strata Schemes Management Act 2015 (NSW)</i> and/or future amendments.
MOTION 24	MINOR RENOVATION ANNUAL AUTHORITY	RESOLVED that, subject to the registration of the by-law, the functions of the owners corporation under Section 110 of the <i>Strata Schemes Management Act 2015</i> be delegated to the strata committee.
MOTION 25	BMC REPRESENTATIVES	<p>The owners corporation SPECIALLY RESOLVED to appoint a representative and substitute representative to the building management committee;</p> <p>(a) RESOLVED to appoint Rob Drozdowski of Lot 8 to represent the interests of the owners corporation as a member at meetings of the Building Management Committee; and</p> <p>(b) RESOLVED to appoint Julie Sherwin of Lot 102 as substitute representative from the strata committee to represent the interests of the owners corporation in the representative's absence.</p> <p style="text-align: right;">Total unit of entitlements voting: 990 In favour: 990 unit of entitlements (100%) Against: 0 unit of entitlements (0%)</p>
CLOSURE		There being no further business the meeting closed at 7.25pm

MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held immediately after the Annual General Meeting
on Wednesday, 29 July 2020
at Gym room of Botanica, 140 Maroubra Road, Maroubra NSW 2035

PRESENT:	J Bowen	Lot 4
	R Drozdowski	Lot 8
	J Sherwin	Lot 102
	P Samios	Lot 117
IN ATTENDANCE:	J Liu	Strata Plus
	R O'Connor	Excel Building Management
	M Vera	Lot 17
	SP & DC Johnson	Lot 98
	A Ridgley	Lot 121
	A Spella-Barberet	Lot 122

Those present determined that Jack Liu chair the meeting.

The chairperson declared a quorum. The meeting was declared open at 7:25pm

MINUTES

MOTION 1	ACTING MEMBERS	It was NOTED the strata committee did not receive any appointment of acting member for the purpose of this meeting of the strata committee.
MOTION 2	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last executive committee meeting held 22 April 2020 be confirmed as a true and accurate record of that meeting.
MOTION 3	PECUNIARY INTEREST	It was NOTED that the strata committee did not receive any disclosures of pecuniary interest in relation to matters for this meeting.
MOTION 4	ELECTION OF OFFICE BEARERS	RESOLVED that the following office bearers be appointed. Chairperson: Rob Drozdowski Secretary: Jo Bowen Treasurer: Julie Sherwin
MOTION 5	ELECTRONIC SERVICE OF INSURANCE INFORMATION	RESOLVED that the strata committee would accept all insurance and product disclosure information via email, and that the nominated email address of the owners corporation was determined to be that of the Secretary's.
MOTION 6	TERM DEPOSITS	RESOLVED that the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.
MOTION 7	FINANCIAL REPORTS	RESOLVED that the treasurer be nominated to receive the monthly financial reports.
MOTION 8	NEXT MEETING	RESOLVED that the next committee meeting will be held at 6pm on Wednesday 21 October 2020 via teleconferencing (via Zoom or another platform).
MOTION 9	CLOSURE	There being no further business the chairperson closed the meeting at 8:15pm

The following general business issues were raised and discussed at the meeting;

- That a building managers report tabled at the meeting by Excel Building Management was adopted and discussed; and that committee resolved to approve ACES Air Conditioning's quote to the amount of \$13,953.00 plus GST for works to reduce noise emission from the level 9 rooftop ventilation; the committee resolved to implement Building Link at a yearly cost of \$3,1912.00 plus GST; the full report is attached to the minutes of this meeting;
- An issue of the lifts occasionally not opening the doors were discussed; the building manager has been tasked to investigate this further in coordination with the lift service provider;
- The needs of replacing the common carpets were discussed; it was agreed that the building manager shall obtain quotes for the committee to consider;
- The issue of overgrown trees between the two building towers was discussed and that building manager shall investigate this issue and provide further advice to the committee;
- An issue of black scale infestation of the common gardens was discussed and a gardener will be engaged to address this issue.



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Building Managers Report

Strata Committee Meeting Panorama SP 74790 – 29th July 2020

Logged Date 17th July 2020

Authors Ryan O'Connor – Senior Building Manager – Excel Building Management
Peter Ng – Building Manager – Excel Building Management
Kerry Wilson – Assistant Building Manager – Excel Building Management

Client Distribution Strata Committee Members: Peter Samios Joanne Bowen
Julie Sherwin Robert Drozdowski
Cindy Tjahja

Strata Manager: Jack Liu

Internal Distribution: headoffice@excelbm.com.au

No.	Key Words	Item Description	Action	Comments						
DECISION ITEM										
1.	Noise from Roof Top Ventilation impacting residents	Level 9	<p>Consideration from the committee to rotate roof fan and duct west, away from the noise affected building and internally lag the ducting to reduce noise emission as per the recommendation from our acoustic consultant report completed by <i>Wilkinson Murray</i>.</p> <table><tr><th>Contractor</th><th>Cost + GST</th></tr><tr><td><i>ACES Air Conditioning</i></td><td>\$13,953.00 Plus GST</td></tr><tr><td><i>Premier HVAC Services</i></td><td>\$25,200.00 Plus GST</td></tr></table> <p>Building Management recommend choosing <i>ACES Air-Conditioning</i> to perform these works due to the great price and their experience on-site.</p> <p>Will the committee approval the total expenditure of \$13,953.00 Plus GST for <i>ACES Air-Conditioning</i> to perform ductwork relocation?</p>	Contractor	Cost + GST	<i>ACES Air Conditioning</i>	\$13,953.00 Plus GST	<i>Premier HVAC Services</i>	\$25,200.00 Plus GST	
Contractor	Cost + GST									
<i>ACES Air Conditioning</i>	\$13,953.00 Plus GST									
<i>Premier HVAC Services</i>	\$25,200.00 Plus GST									



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pacific@excelbm.com.au

No.	Key Words	Item Description	Action	Comments
2.	Building Management System	Building Link	<p>Consideration by the committee to implement <i>BuildingLink</i>.</p> <p><i>BuildingLink</i> is a management system for apartment buildings and complexes.</p> <p>It is a great way to monitor maintenance requests, keep asset records accurate and importantly provide Building Management with a direct way of communicating with residents.</p> <p><i>BuildingLink</i>'s subscription is a yearly cost that would be divided by all five strata plans.</p> <p>Building Management have secured a great rate of \$2 per apartment, per month.</p> <p>The annual cost for building link in Panorama is: \$3,192.00 Plus GST.</p> <p>Will the Committee approve of the implementation of <i>BuildingLink</i> at a yearly cost of \$3,192.00 Plus GST?</p>	
UPDATES				
3.	Apt 111	Noise in Apartment	<p>The Residents advised that they are experiencing noise within their apartment that can be described mechanical buzzing sound.</p> <p>The Residents confirmed with Building Management they had experienced similar noises from the Coles tenancy below their location (loading dock and plant rooms).</p> <p>Building Management have not heard from this resident. This issue is being monitored.</p>	
4.	Window Cleaning	Windows	<p>At the recent BMC meeting the window cleaning quote was approved.</p> <p>The window cleaning is scheduled to take place in Panorama from 29th July – 31st July (Weather Permitting)</p> <p><u>Panorama Cost = \$4,515.00 Plus GST</u></p>	




Pacific Square
717 Anzac Parade, Maroubra NSW 2035
Telephone: 9349 5962
Telephone: 9349 5463
Telephone: 9167 6966
pacific@excelbm.com.au

No.	Key Words	Item Description	Action	Comments										
5.	Automated Fire System	Fire Panel Upgrade	<p>During 12th March BMC AGM the committee approved the installation of updated Fire Indicator Panels & detectors.</p> <p>The residential part of these works is complete, with detectors installed across common property successfully.</p> <p>The Fire Indication Panels and Emergency Warning Indication System have been upgraded and tested.</p>											
6.	Façade and Painting Report	Painting of Pacific Square	<p><i>Diagnostech</i> have provided a proposal for project & tender management and scoping of works required at Pacific Square.</p> <p>BMC Committee approved <i>Diagnostech</i> Stage's 1 & 2.</p> <table><tr><th><i>Diagnostech Remedial Consultant</i></th><th><i>Cost Plus GST</i></th></tr><tr><td><i>Stage 3 – Tender Process</i></td><td>\$5,500.00 Plus GST</td></tr><tr><td><i>Stage 4 – Contracts</i></td><td>\$3,250.00 Plus GST</td></tr><tr><td><i>Stage 5 – Project Management</i></td><td>9.5% of contract</td></tr><tr><td><i>Stage 6 – Defects Liability Period</i></td><td>Hourly Rates</td></tr></table> <p><i>Diagnostech</i> have completed Stages 1 & 2 of their proposal.</p> <p>Technical specification document shared with BMC committee.</p> <p>Building Management recommend arranging a separate stand-alone meeting for discussions regarding the façade and painting project.</p> <p>Committee members will be contacted to arrange a time and date that suits.</p> <p>BMC Committee approved <i>Diagnostech</i> to proceed to Stage 3 – Tender Process.</p> <p><u>Panorama Cost Stage 3 = \$650.00 Plus GST</u></p>	<i>Diagnostech Remedial Consultant</i>	<i>Cost Plus GST</i>	<i>Stage 3 – Tender Process</i>	\$5,500.00 Plus GST	<i>Stage 4 – Contracts</i>	\$3,250.00 Plus GST	<i>Stage 5 – Project Management</i>	9.5% of contract	<i>Stage 6 – Defects Liability Period</i>	Hourly Rates	
<i>Diagnostech Remedial Consultant</i>	<i>Cost Plus GST</i>													
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No.	Key Words	Item Description	Action	Comments
7.	Fire Doors	Waste Management	<p>The BMC Committee have approved the 660 L bin change to proceed at Pacific Square.</p> <p>Both garbage doors for Panorama required slight alterations to fit the 660 L bins.</p> <p>Committee approval provided for garbage door rectification. Works to take place on Tuesday 16th June 2020.</p> <p>Garbage room doors have been altered and re-fitted. Works complete.</p>	
COMPLETED ITEMS				
8.	Gym Upgrade	Replacement of equipment	<p>Building Management are happy to announce the gymnasium upgrades are complete.</p> <p>The gym upgrade was completed on 22nd March 2020.</p>	
9.	Access Control Upgrade	Security	<p>Access control upgrade was completed on 20th April 2020.</p> <p>The access control contractor <i>Tesnik</i> advised that Panorama required additional panels to be installed to keep up with the new system due.</p> <p>These panels were very old and could not be used, this was an additional variation of \$4,380.00 Plus GST to supply, install test and commission on the same day to ensure no unsecured downtime.</p>	
10.	Levels B2, B3	Storage Cages	<p>Reflective signage has been installed on all storage cages in Residential Carpark B2 and B3.</p>  <p>All cage signage installed and completed by 2020 building.</p>	



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No.	Key Words	Item Description	Action	Comments
11.	Hydraulic Rectification Works	Works to B3 and B2 Car parks	<p>B2 Works are complete B3 works Compete Testing and commissioning successful</p> <p>Building Management to inspect site with Icon Project Management</p> <p>15/10 - Inspection completed with directions issued to Project Manager and Contractor.</p> <p>24/01 - Onsite meeting with ICON, F&J and City Plan for final inspection to certify works.</p> <p>27/01 – Defects Liability Period has begun – Ends on 27/01/2020.</p>	



MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Pl Maroubra NSW 2035

The meeting was held on Tuesday 27th April 2021
at the Centre Management Office, Pacific Square

PRESENT:

J Bowen	Lot 4
R Drozdowski	Lot 8
J Sherwin	Lot 102
P Samios	Lot 117

IN ATTENDANCE:

C Arrand	Excel Building Management
R O'Connor	Excel Building Management
F Mak	Strata Plus

Those present determined that Fiona Mak chair the meeting.

The chairperson declared a quorum, and the meeting was opened at 4:00pm

MINUTES

STATUTORY MATTERS		
MOTION 1	ACTING MEMBERS	WITHDRAWN that pursuant to section 34 of the Strata Schemes Management Act 2015, the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this meeting of the strata committee.
MOTION 2	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last committee meeting held 20 January 2021 be confirmed as a true and accurate record of that meeting.
MOTION 3	PECUNIARY INTEREST	It was NOTED that the strata committee did not receive any disclosures of pecuniary interest in relation to matters for this meeting.
MOTION 4	FINANCIAL STATEMENTS	RESOLVED that the financial statements as presented by Strata Plus for the period ending 31 March 2021 be adopted.
MOTION 5	DRAFT BUDGET 2021/22	RESOLVED that the draft budget prepared by the Treasurer be reviewed by the strata committee and any adjustments be made. It was discussed that the Owners Corporation will need to replace 4x lifts in 10 years in accordance with the advice received from the Lift Consultants. The total cost of the lift upgrade is \$900,000.00 (not taking into consideration inflation in 10 years' time) The committee considered multiple options for raising money (raising levies gradually over the years or special levies) and it was determined to increase the capital works fund levy by 25% for next year and then increase by 3.1% over the following 9 years. This increase will be proposed at the upcoming AGM.





BY- LAW COMPLIANCE		
MOTION 6	BY-LAW NON-COMPLIANCE	RESOLVED that the strata manager can issue a notice of the owners corporation on an owner or occupier requiring them to comply with a specific by-law. The instruction is to be given by either the building manager or the secretary and one other member of the committee as follows: (a) Unit 704 (Lot 95) – Red Commodore is leaking all over the concrete of their car space. Strata Manager to write a breach letter and request clean.
MOTION 7	BUILDING MANAGERS REPORT	RESOLVED that the building managers report be tabled and received, and that the strata committee issue instructions as follows: <ul style="list-style-type: none">- Unit 914 balcony leaks - water ingress due to small screws that have been left over in the parapet walls. Frazer Access will be attending to this work- Unit 903 window leaks – source of the ingress had been difficult to find but Partridge Consultants have been engaged to find the source of the leaks.
MOTION 8	BUILDING MANAGEMENT COMMITTEE UPDATE	RESOLVED that an update be provided regarding matters within the Building Management Committee and that instructions be provided as follows: <ul style="list-style-type: none">- Painting and Façade Tender – Various BMC members had a meeting with Diagnostech and they are to come back to the BMC with a more realistic tender costing that is more suited to our needs.- SMS Amendment is still ongoing. Various members are meeting on a weekly basis.
MOTION 9	WORK HEALTH & SAFETY	WITHDRAWN that the strata committee discuss current Work, Health and Safety issues, resolved to make any decisions necessary in that regard, and provided instructions to the managing agent / building manager accordingly.
MOTION 10	CORRESPONDENCE	WITHDRAWN that the strata committee table and discuss items of correspondence, and resolved to make the following decisions necessary in that regard;
MOTION 11	APPLICATIONS	WITHDRAWN that any applications submitted be considered and approved.
NEXT MEETING		
MOTION 12	NEXT MEETING	RESOLVED that the next strata committee meeting will be held after the AGM at 5:30pm on Wednesday, 14 July 2021 in Centre Management Office. Motion to be added to the AGM agenda to consider an Honorarium to the Treasurer of \$4,000.00
CLOSURE		There being no further business the chairperson declared the meeting closed at 5:25pm



MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners– Strata Plan No 74790

Panorama

1 Bruce Bennetts Pl Maroubra NSW 2035

The meeting was held on Wednesday 22 September 2021

Via Zoom

PRESENT:	J Bowen	Lot 4
	R Drozdowski	Lot 8
	J Sherwin	Lot 102
APOLOGIES:	P Samios	Lot 117
IN ATTENDANCE:	R O'Connor	Excel Building Management
	F Mak	Strata Plus

Those present determined that Fiona Mak chair the meeting.

The chairperson declared a quorum, and the meeting was opened at 3:33 pm

MINUTES

MOTION 1	ACTING MEMBERS	WITHDRAWN that pursuant to section 34 of the Strata Schemes Management Act 2015, the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this meeting of the strata committee.
MOTION 2	CONFIRMATION OF MINUTES	RESOLVED the minutes of the last committee meeting held 28 July 2021 be confirmed as a true and accurate record of that meeting.
MOTION 3	PECUNIARY INTEREST	WITHDRAWN that the strata committee: <ul style="list-style-type: none"> (a) receive any disclosures regarding pecuniary interests; (b) record the details of these interests in the disclosure book; (c) for each disclosure made, determine whether that member can <ul style="list-style-type: none"> i. be present during the deliberations for that matter, or ii. take any part in the decision of that matter.
MOTION 4	FINANCIAL STATEMENTS	RESOLVED that the financial statements as presented by Strata Plus for the period ending 31 August 2021 be adopted. Note: Lot 88 arrears – Strata Manager to update committee on status of debt recovery Lot 121 – Strata Manager to reach out to them to follow up on payment of levies.
MOTION 5	DRAFT BUDGET 2021/22	RESOLVED that the amended budget prepared by the Treasurer be reviewed by the strata committee and any adjustments be made. Note:

		The committee agreed to a minimal increase of levies at this moment as there will be significant special levy next year for painting façade project. They accept the draft budget as presented.
MOTION 6	NEXT MEETING	<p>RESOLVED that the date, time and location of the next meeting of the strata committee will be after the AGM on 20th October 2021 commencing at 5:30pm via Zoom.</p> <p>Add motion on the AGM agenda to advise people of the special levy next year for the painting façade project</p>
	CLOSURE	The chairperson declared the meeting closed at 4:02pm

MINUTES OF ANNUAL GENERAL MEETING

Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra NSW 2035

The meeting was held on Wednesday, 27 October 2021

via Microsoft Teams

PRESENT:	C McMahon & N Ly	Lot 3
	J Bowen & J Bowen	Lot 4
	S Kristianto	Lot 43
	P Leonard	Lot 54
	C Tjahja	Lot 82
	S Johnson & D Johnson	Lot 98
	J Sherwin	Lot 102
	P Samios & P Samios	Lot 117
	A Spella-Barberet	Lot 122
	B Ridgley	Lot 132

PRESENT BY PROXY:	M Vera (Lot 17) proxy to C Tjahja
	S Chen (Lot 64) proxy to Chairperson
	S Susanti (Lot 96) proxy to C Tjahja

PRESENT BY COMPANY NOMINEE:	R & M Drozdowski Pty Ltd (Lot 8) to R Drozdowski
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IN ATTENDANCE:	R O'Connor	Excel Building Management
	M Wickey	Strata Plus

Those present determined that Maxine Wickey chair the meeting.

Half-hour after 5:30pm the chairperson declared that those present constituted a quorum.

The meeting was declared open at 6:00pm.

CONFIRMATION OF RECORDS		
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last general meeting of the owners corporation held 29 July 2021 be confirmed as a true record and account of the proceedings at that meeting.
MOTION 2	ADOPTION OF FINANCIAL STATEMENTS	(a) RESOLVED that the audited financial reports for the period ended 30 April 2021 be adopted. (b) RESOLVED that the accounting records and statements of financial information for the period ended 30 April 2021 be adopted.
CONTRACTS OF OWNERS CORPORATION		
MOTION 3	STRATA MANAGING AGENT RE-APPOINTMENT	A. The owners corporation of Strata Plan No. 74790, (a) subject to entering into a new agreement with Strata Plus Pty Limited RESOLVED to terminate its current agency agreement by the mutual consent in accordance with clause 5.2 of the current agency agreement; and

		<p>(b) RESOLVED to continue to appoint Strata Plus Pty Limited ABN 30096175709 as strata managing agent (Agent); and</p> <p>(c) RESOLVED to delegate to the Agent all of the functions of:</p> <ul style="list-style-type: none"> (i) the owners corporation (other than those listed in section 52(2) of the Act); and (ii) its chairperson, treasurer, secretary and strata committee, necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement, a copy of which is attached to this notice (Agreement); <p>(d) RESOLVED that the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and</p> <p>(e) RESOLVED that the owners corporation execute the Agreement to give effect to this appointment and delegation; and</p> <p>(f) RESOLVED that authority be given for the common seal of the owners corporation to be affixed to the Agreement by the secretary and any other member of the strata committee.</p> <p>B. RESOLVED that the delegations in this motion supersede all previous delegations.</p>
COMMON PROPERTY RISK MANAGEMENT		
MOTION 4	CONFIRMATION OF CURRENT INSURANCES	RESOLVED that the owners corporation's current insurances as detailed in the attachment to the Notice were confirmed.
MOTION 5	INSURANCE COMMISSION & TRAINING SERVICES	The owners corporation NOTED that Strata Plus confirmed that no commission or broker fee was received at the time the premium was paid.
MOTION 6	INSURANCE RENEWAL	RESOLVED that the owners corporation provides authorisation to the Building Management Committee (BMC) representatives to make decisions regarding the renewal of the insurances and that a standing authority be given to Strata Plus to renew the insurances for the scheme.
MOTION 7	BUILDING VALUATION	<p>THAT the owners corporation instructs the Building Management Committee (BMC) representatives to vote in favour of arranging a valuation for insurance purposes prior to the expiration of the current policy period and instruct the managing agent to alter the sum insured to that figure.</p> <p style="text-align: right;">MOTION DEFEATED</p>
MOTION 8	WORKERS COMPENSATION INSURANCE	RESOLVED that the owners corporation confirmed that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.
MOTION 9	RECTIFICATION WORK TO COMMON PROPERTY	<p>THAT the owners corporation consider possible defect and rectification works required to common property. If required, authorize the strata manager to engage relevant building experts to inspect the property and provide a report.</p> <p style="text-align: right;">MOTION WITHDRAWN</p>
MOTION 10	ANNUAL FIRE SAFETY STATEMENT	<p>(a) RESOLVED that the owners corporation considered the status of the Annual Fire Safety Statement (AFSS) (if one is required for the building) and authorised the managing agent and building manager with the strata committee to make the arrangements for obtaining the next AFSS.</p> <p>(b) RESOLVED that the owners corporation authorized the following people to execute the AFSS on their behalf, in the following order:</p> <ul style="list-style-type: none"> a. The secretary of the scheme, then b. chairperson, then c. treasurer, then d. The managing agent.

		(c) Acknowledged that a fee of one hour of the directors' time will be payable by the owners corporation to the managing agent should they instruct the managing agent to sign the AFSS on their behalf.																
MOTION 11	WORK, HEALTH & SAFETY – RISK & SAFETY REPORT	<p>THAT the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and RESOLVE to:</p> <p>(a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 23 August 2019; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p> <p>MOTION DEFEATED</p>																
FINANCIAL MATTERS																		
MOTION 12	TERM DEPOSITS	RESOLVED that the treasurer of the owners corporation be authorised by standing authority to advise the strata managing agent of those amounts which may be placed on term deposit with the trust account bank.																
MOTION 13	APPOINTMENT OF AUDITOR	RESOLVED that an auditor be appointed for the owners corporation for the financial year ending 30 April 2022.																
MOTION 14	HONORARIUM PAYMENT	<p>THAT a payment by the owners corporation of \$4,000.00 to Julie Sherwin, owner of Lot 102, be made in appreciation and recognition of her services as Treasurer performed up until the end of financial year ending 30 April 2021.</p> <p>MOTION WITHDRAWN</p> <p><i>Note: J Sherwin requested that the motion be withdrawn as she did not feel it was fair to be paid the honorarium when the owners corporation has major works that require attending to. Those owners present at the meeting wanted to acknowledge and thank J Sherwin for all of the work that she has undertaken to the benefit of the owners corporation.</i></p>																
BUDGET & LEVY CONTRIBUTIONS																		
MOTION 15	ADMINISTRATIVE FUND BUDGET & LEVIES	<p>An amendment to the motion as per the agenda was moved by C Tjahja, owner of Lot 82 that the Administrative Fund Budget for the financial year commencing 1 May 2021 be adopted and that levies of \$708,680.50 incl. GST (\$644,255.00 plus GST).</p> <p>On being put to the vote the amendment was lost.</p> <p>RESOLVED that the Administrative Fund Budget for the financial year commencing 1 May 2021 be adopted and that levies of \$763,825.70 incl. GST (\$694,387.00 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 May 2021 (already issued as per resolution of last year's AGM)</td><td>\$176,555.80</td></tr><tr><td>1 August 2021 (already issued as per resolution of last year's AGM)</td><td>\$176,555.80</td></tr><tr><td>1 November 2021</td><td>\$205,357.05</td></tr><tr><td>1 February 2022</td><td>\$205,357.05</td></tr><tr><td>Total</td><td>\$763,825.70</td></tr></table> <p>RESOLVED that the first levy for the 1 May 2022 financial year be due and payable to the Administrative Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year's annual general meeting:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 May 2022</td><td>\$190,956.43</td></tr></table>	Due Date	Admin Incl. GST	1 May 2021 (already issued as per resolution of last year's AGM)	\$176,555.80	1 August 2021 (already issued as per resolution of last year's AGM)	\$176,555.80	1 November 2021	\$205,357.05	1 February 2022	\$205,357.05	Total	\$763,825.70	Due Date	Admin Incl. GST	1 May 2022	\$190,956.43
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Total	\$763,825.70																	
Due Date	Admin Incl. GST																	
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MOTION 16	RECOMMENDATIONS OF CAPITAL WORKS PLAN	RESOLVED that the recommendations of the Capital Works Plan (or last Sinking Fund Forecast Report) prepared by Solutions in Engineering were acknowledged, noting the details of the forecasted expenditure and recommended contributions.																
MOTION 17	CAPITAL WORKS FUND FORECAST REPORT	RESOLVED that the managing agent be instructed to arrange for an updated Capital Works Fund Forecast Report. <i>Note: Solutions in Engineering is to be engaged to prepare the report.</i>																
MOTION 18	CAPITAL WORKS FUND BUDGET & LEVIES	<p>RESOLVED that the Capital Works Fund Budget for the financial year commencing 1 May 2021 be adopted and that levies of \$124,287.25 incl. GST (\$112,988.41 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital works Incl. GST</th></tr><tr><td>1 May 2021 (already issued as per resolution of last year's AGM)</td><td>\$30,342.05</td></tr><tr><td>1 August 2021 (already issued as per resolution of last year's AGM)</td><td>\$30,342.05</td></tr><tr><td>1 November 2021</td><td>\$31,801.58</td></tr><tr><td>1 February 2022</td><td>\$31,801.57</td></tr><tr><td>Total</td><td>\$124,287.25</td></tr></table> <p>RESOLVED that the first levy for the 1 May 2022 financial year be due and payable to the Capital Works Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year's annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2022</td><td>\$31,071.81</td></tr></table>	Due Date	Capital works Incl. GST	1 May 2021 (already issued as per resolution of last year's AGM)	\$30,342.05	1 August 2021 (already issued as per resolution of last year's AGM)	\$30,342.05	1 November 2021	\$31,801.58	1 February 2022	\$31,801.57	Total	\$124,287.25	Due Date	Capital Works Incl. GST	1 May 2022	\$31,071.81
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Total	\$124,287.25																	
Due Date	Capital Works Incl. GST																	
1 May 2022	\$31,071.81																	
MOTION 19	WAIVING OF INTEREST	RESOLVED that interest is waived on late payment for contributions due 1 February 2021 up to 31 July 2021 for Lot 121. <i>Note: It was agreed that the interest be removed this time only and it is the lot owner's responsibility to ensure they are receiving their levy notices.</i>																
MOTION 20	BUDGETING FOR UPCOMING PROJECTS	RESOLVED that the owners corporation acknowledged that there are a few projects that are upcoming which the owners will need to fund as following: (a) Painting and façade project (b) Fire dampers (c) Lift refurbishment																
MOTION 21	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	RESOLVED that the owners corporation removed the 10% per item limitation of budget to actual expenditure.																
MOTION 22	MANAGEMENT OF OUTSTANDING LEVIES	RESOLVED that the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs: (a) the managing agent to issue reminder notices; (b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest; (c) the strata committee to provide consent for payment plans; (d) the engagement of Bugden Allen Graham Lawyers and/or counsel for the purposes of payment plans and proceedings; and (e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action.																

MOTION 23	PAYMENT PLANS FOR OUTSTANDING LEVY CONTRIBUTIONS	<p>RESOLVED that the Owners Corporation, by ordinary resolution in accordance with section 85 (5) of the Strata Schemes Management Act 2015 to authorise the Strata Committee to enter into a payment plan with a lot owner for any unpaid levies on the basis that all outstanding levies are paid within 12 months, and that all future levies are paid as and when they fall due.</p> <p>Further RESOLVED that should a payment plan be approved, failure by the lot owner to pay future strata levies as and when they fall due, during the approved payment plan period, will deem the payment plan arrangements cancelled by the owners corporation, and all outstanding levy amounts will be due and payable with immediate effect.</p> <p>Further RESOLVED that any lot owner request for a payment plan is to be supported by the completion of a Statement of Financial Position, and a statement outlining the reasons for the request, which is to include the \$ amount of the payment plan, as well as the payment plan term being requested.</p>
OWNERS CORPORATION GOVERNANCE		
MOTION 24	GENERAL MEETING ATTENDANCE BY ELECTRONIC MEANS	<p>RESOLVED that the owners corporation allow attendance at general meetings by the following additional means:</p> <ul style="list-style-type: none"> (a) telephone conference; or (b) video-conferencing; <p>NOTED that the facility and method of access will be specified in the meeting notice by the strata managing agent for the particular meeting. Any person attending a general meeting by the alternative means specified in the meeting notice and eligible to vote on a matter may cast a vote as if they were physically present at the meeting.</p>
MOTION 25	GENERAL MEETING PRE-MEETING ELECTRONIC VOTING	<p>RESOLVED that persons entitled to vote on a matter may vote prior to a general meeting by the following means:</p> <ul style="list-style-type: none"> (a) an email to the strata managing agent attaching a completed voting paper from the email address provided by that lot owner for service of notices; or (b) via a website voting system provided by the strata managing agent for that purpose. <p>and authorises the strata committee to determine which motions are to the subject of pre-meeting electronic voting.</p> <p>NOTED that if the pre-meeting voting resolves a motion, then the motion cannot be amended at the meeting, and that if a motion is amended at general meeting, then the pre-meeting vote may have no effect.</p>
MOTION 26	STRATA COMMITTEE	<ul style="list-style-type: none"> (a) RESOLVED that the following nominations were received given that consent was confirmed: <ul style="list-style-type: none"> + The lot owner of 4 nominate Joanne Bowen of Lot 4 to stand for election to the strata committee + Robert Drozdowski of Lot 8 volunteered to stand for election to the strata committee + The lot owner of 82 nominate Cindy Tjahja of Lot 82 to stand for election to the strata committee + Julie Sherwin of Lot 102 volunteered to stand for election to the strata committee + The lot owner of 117 nominate Peter Samios of Lot 117 to stand for election to the strata committee + The lot owner of 122 nominate Alban Spella-Barberet of Lot 122 to stand for election to the strata committee (b) RESOLVED that the chairperson closed the nominations (c) RESOLVED that the number of strata committee members be determined at six (6).

MOTION 27	STRATA COMMITTEE ELECTION	RESOLVED that given the number of nominations equals the number of members decided upon, then those members were duly elected.
MOTION 28	RESTRICTED MATTERS	RESOLVED that no matters are to be restricted matters. All matters relative to the management of the strata scheme are to be in accordance with the current provisions of the <i>Strata Schemes Management Act 2015 (NSW)</i> and/or future amendments.
MOTION 29	BMC REPRESENTATIVES	<p>The owners corporation SPECIALLY RESOLVED to appoint a representative and substitute representative to the building management committee;</p> <p>(a) RESOLVED to appoint Robert Drozdowski of Lot 8 to represent the interests of the owners corporation as a member at meetings of the Building Management Committee; and</p> <p>(b) RESOLVED to appoint Julie Sherwin of Lot 102 as substitute representative from the executive committee to represent the interests of the owners corporation in the representative's absence.</p> <p style="text-align: right;">Total unit entitlements voting: 1123 In favour: 1123 unit entitlements (100%) Against: 0 unit entitlements (0%)</p>
CLOSURE		There being no further business the chairperson declared the meeting closed at 6:58pm.

MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place. Maroubra NSW 2035

The meeting was held immediately after the Annual General Meeting
on Wednesday, 27 October 2021
via Microsoft Teams

PRESENT:	J Bowen	Lot 4
	R Drozdowski	Lot 8
	C Tjahja	Lot 82
	J Sherwin	Lot 102
	P Samios	Lot 117
	A Spella-Barberet	Lot 122

IN ATTENDANCE:	C McMahon & N Ly	Lot 3
	J Bowen	Lot 4
	P Leonard	Lot 54
	S Johnson & D Johnson	Lot 98
	B Ridgley	Lot 132
	R O'Connor	Excel Building Management
	M Wickey	Strata Plus

Those present determined that Maxine Wickey chair the meeting.

The chairperson declared a quorum.

STATUTORY MATTERS		
MOTION 1	ACTING MEMBERS	<p>THAT pursuant to section 34 of the Strata Schemes Management Act 2015, the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this meeting of the strata committee.</p> <p style="text-align: right;">MOTION WITHDRAWN</p> <p><i>Note: As no acting members were appointed the motion was withdrawn.</i></p>
MOTION 2	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last committee meeting held 22 September 2021 be confirmed as a true and accurate record of that meeting.
MOTION 3	PECUNIARY INTEREST	It was NOTED that the strata committee did not receive any disclosures of pecuniary interest in relation to matters for this meeting.
MOTION 4	ELECTION OF OFFICE BEARERS	<p>RESOLVED that the following office bearers be appointed.</p> <p>Chairperson: Robert Drozdowski</p> <p>Secretary: Joanne Bowen</p> <p>Treasurer: Julie Sherwin</p>
STRATA COMMITTEE GOVERNANCE		
MOTION 5	ELECTRONIC SERVICE OF INSURANCE INFORMATION	RESOLVED that the strata committee would accept all insurance and product disclosure information via email, and that the nominated email addresses of the owners corporation was determined to be those of the strata committee members.

MOTION 6	TERM DEPOSITS	RESOLVED that the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.
MOTION 7	FINANCIAL REPORTS & INVOICE APPROVALS	<p>THAT:</p> <p>(a) RESOLVED that the strata committee confirm that the treasurer be nominated to receive the monthly financial reports.</p> <p>(b) MOTION DEFEATED that the treasurer be added as an external approver to approve:</p> <ul style="list-style-type: none"> i. All invoices excluding utilities ii. All invoices including utilities iii. Invoices over \$X only <p><i>Note: It was agreed that the current invoice approval process remain the same.</i></p>
MOTION 8	CODE OF CONDUCT	RESOLVED that the Code of Conduct was accepted and signed by all members.
NEXT MEETING		
MOTION 9	NEXT MEETING	<p>RESOLVED that the next strata committee meeting will be determined at a later date.</p> <p><i>Note: The strata managing agent is to contact the strata committee to determine a meeting date.</i></p>
CLOSURE		There being no further business the chairperson declared the meeting closed at 7:12pm.

MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

TO The Owners– Strata Plan No 74790
PANORAMA
1 Bruce Bennetts Place MAROUBRA 2035
The meeting was held on Wednesday, 12 January 2022
Via Zoom Meeting

PRESENT: J Bowen Lot 4 Joined at 5:09pm
R Drozdowski Lot 8
J Sherwin Lot 102
P Samios Lot 117
A Spella-Barberet Lot 122

IN ATTENDANCE: F Mak Strata Plus
S Chinnakalapagari Strata Plus
R O' Connor Excel Building Management

Those present determined that Fiona Mak chair the meeting.

The chairperson declared a quorum, and the meeting was opened at 5:04pm

STATUTORY MATTERS		
MOTION 1	ACTING MEMBERS	WITHDRAWN that the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this meeting of the strata committee.
MOTION 2	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last committee meeting held 27 October 2021 be confirmed as a true and accurate record of that meeting.
MOTION 3	PECUNIARY INTEREST	It was NOTED that the strata committee did not receive any disclosures of pecuniary interest in relation to matters for this meeting.
MOTION 4	FINANCIAL STATEMENTS	<p>RESOLVED that the financial statements as presented by Strata Plus for the period ending 30 November 2021 be adopted.</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. COVID-19 Cleaning – Currently paying \$3,000 a month to clean all levels. It was decided that the cleaning will revert back to touch point cleaning of Levels B2, Ground and 1. Building manager to advise Trubite. 2. Lot 88 arrears. Strata manager to instruct Le Page to proceed debt collection 3. Lot 53 – Strata Manager to contact owner to follow up payments 4. Cindy Suggested to put surplus in admin fund into a term deposit but after consideration by Treasurer, it's not commercial to do so. 5. Capital Works Forecast – Strata manager to raise list of concerns from treasurer as there are a lot of discrepancies with the report. 6. Circular notice to be sent to all owners who are on paper to ask them to elect for email correspondence. Strata manager to advise Alban how many owners are on email vs paper.
BY- LAW COMPLIANCE		

MOTION 5	BY-LAW NON-COMPLIANCE	<p>RESOLVED that the strata manager is to issue a notice of the owners corporation on an owner or occupier requiring them to comply with a specific by-law upon instruction from either the building manager, or the secretary and one other member of the committee.</p> <ol style="list-style-type: none"> 1. Short term leasing unit – Current bylaws contradict Fair Trading rules. No further action to be taken. 2. No storing of items in car space. Strata manager to obtain fee proposal from lawyers to draft and register by-law.
BUILDING MANAGEMENT & MAINTENANCE		
MOTION 6	BUILDING MANAGERS REPORT	<p>RESOLVED to receive the building manager's report be tabled and received, and that the strata committee issue instructions as follows:</p> <ol style="list-style-type: none"> a) Façade and painting works – Building manager to obtain revised fee proposal from The Project Studio then Strata manager will arrange EGM to approve costs.
NEXT MEETING		
MOTION 7	NEXT MEETING	<p>RESOLVED that the next strata committee meeting will be held at 5:00pm on Tuesday 12 April 2022.</p>
	CLOSURE	The chairperson declared the meeting closed at 6:10pm

Deed of Settlement and Release

Pacific Square Stage 1

Lend Lease Engineering Pty Limited (formerly Abigroup
Contractors Pty Limited) (**LLE**)

Clycut Pty Limited (**Clycut**)

The Owners – Strata Plan No. 74378 (**Boulevardre**)

The Owners – Strata Plan No. 74405 (**Northerly**)

The Owners – Strata Plan No. 74790 (**Panorama**)

MinterEllison

L A W Y E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

Deed of Settlement and Release

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Details

Date

July 2014

Parties

Name	Lend Lease Engineering Pty Limited (formerly Abigroup Contractors Pty Limited)
Short form name	LLE
ABN	40 000 201 516
Notice details	Level 20, The Zenith Tower B 821 Pacific Highway Chatswood NSW 2067
	Attention: Stephen Surjan
Name	The Owners – Strata Plan No. 74378
Short form name	Boulevard Owners
ABN	98 918 294 344
Notice details	c/o Strata Plus Pty Limited Level 2, 80 Cooper Street SURRY HILLS NSW 2010
	Attention: David Moore
Name	The Owners – Strata Plan No. 74405
Short form name	Northerly Owners
ABN	42 119 060 191
Notice details	c/o Strata Plus Pty Limited Level 2, 80 Cooper Street SURRY HILLS NSW 2010
	Attention: David Moore
Name	The Owners – Strata Plan No. 74790
Short form name	Panorama Owners
ABN	80 351 183 859
Notice details	c/o Strata Plus Pty Limited Level 2, 80 Cooper Street SURRY HILLS NSW 2010
	Attention: David Moore
Name	Clycut Pty. Limited
Short form name	Clycut

Notice details	Unit 304, 203 New South Head Road Edgecliff NSW 2027
	Attention: David Boyer

Background

- A On or about 26 June 2003, LLE entered into an agreement with Clycut to construct stage one of a mixed use development at Maroubra, New South Wales (**Contract**).
- B PS1 is comprised of 3 buildings, being Boulevarde, Northerly and Panorama.
- C Following completion of the works by LLE for each building, in or about:
 - (i) March 2005, a strata plan of subdivision was created and a freehold residential strata scheme registered for Boulevarde;
 - (ii) March 2005, a strata plan of subdivision was created and a freehold residential strata scheme registered for Northerly; and
 - (iii) May 2005, a strata plan of subdivision was created and a freehold residential strata scheme registered for Panorama.
- D In March 2012, the Owners commenced the Proceedings against Clycut and LLE, alleging various defects arising from the works performed by LLE to each of Boulevarde, Northerly and Panorama.
- E Without admission of liability, the Owners, Clycut and LLE have agreed to settle the dispute between them in respect of the Defects in accordance with the terms of this deed.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Basement Car Park means the area identified in the plans at Schedule 1 of this deed.

Basement Car Park Rectified Defects the defects, omissions, shrinkages or faults in the Basement Car Park identified in Schedule 2 of this deed.

Boulevarde means the building containing 96 residential apartments (and associated car park and storage spaces) which is known as "*Boulevarde*" and is located at 717 Anzac Parade, Maroubra in the State of New South Wales, in deposited plan 1071735.

Claim means any claim, cross claim, counterclaim, demand, action, litigation, adjudication, arbitration, suit, cause of action, proceeding, application, appeal or otherwise whether arising at common law, in equity, under statute, or otherwise, whether present, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or the Parties or otherwise.

Contract has the meaning given to it in the Background at paragraph A.

Hastie Services Report means the report of Brett Beatty of Hastie Services prepared for the Owners and dated 19 September 2011.

Demlakian Report means the report of Milivoj Vojdovic of Demlakian Strata & Remedial prepared for the Panorama Owners and dated September 2011.

GST has the meaning given to it in clause 5 of this deed.

Northerly means the building containing 70 residential apartments (and associated car park and storage spaces) which is known as "*Northerly*" and is located at 97 Boyce Road, Maroubra in the State of New South Wales, in deposited plan 1071735.

Owners means the Boulevarde Owners, Northerly Owners and Panorama Owners.

Panorama means the building containing 133 residential apartments (and associated car park and storage spaces) which is known as "*Panorama*" and is located at 1 Bruce Bennetts Place, Maroubra in the State of New South Wales, in deposited plan 1071735.

Proceedings means any or all of the Supreme Court of New South Wales proceedings numbered 2012/72243, 2012/72251 and 2012/72272.

Released Defects means any defect, omission, shrinkage or fault (including design defects) in Boulevarde, Northerly or Panorama known to the Owners but excludes any defect, omission, shrinkage or fault (including design defects) directly affecting the Basement Car Park other than the Basement Car Park Rectified Defects.

1.2 Interpretation

In this deed, unless the contrary intention appears:

- (a) a reference to this deed or another instrument (including the Contract) includes any variation or replacement of any of them and despite any change in the identity of the parties;

- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) references to clauses and sub-clauses are reference to clauses and sub-clauses of this deed;
- (d) a reference to '\$' or 'dollars' is to Australian currency;
- (e) words denoting the singular includes the plural and vice versa;
- (f) 'person' includes individuals, partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (g) a reference to a party or person includes a reference to the party or person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (h) the meaning of general words is not limited by specific examples associated with 'including', 'for example' or similar expressions;
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (j) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (k) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (l) no provision of this deed will be interpreted adversely to a party on the ground that the party was responsible for preparation of this deed or that provision;
- (m) headings and any table of contents or index are for convenience only and do not affect the interpretation of this deed; and
- (n) a reference to time means Eastern Standard Time in New South Wales.

2. Releases

2.1 Releases

Upon entry into this deed:

- (a) the Owners fully and forever release and discharge Clycut and LLE from all Claims that the Owners have or may have against Clycut or LLE or, but for the execution of this deed, could, would or might have had against Clycut or LLE, arising out of or in connection with the Released Defects alleged in the Proceedings; and
- (b) Clycut and LLE fully and forever release and discharge each other from all Claims that either party has or may have against the other party or, but for the execution of this deed, could, would or might have had against that party, arising out of or in connection with the Released Defects alleged in the Proceedings.

2.2 Proceedings

In order to give effect to clause 2.1 of this deed, as soon as is reasonably practicable following entry into this deed, the Owners must, at their own expense, make such application(s) and/or prepare any document required to procure the making by the Court of orders which result in the Proceedings being limited to claims for defects, omissions, shrinkages or faults directly affecting the Basement Car Park (if any) excluding the Basement Car Park Rectified Defects.

2.3 Bar to proceedings

This deed may be pleaded as a full and complete defence by each party to any and all Claims which are the subject of the releases in this deed and which are commenced, continued or taken by any party in any jurisdiction.

3. Confidentiality

The parties must keep the terms of this deed confidential except:

- (a) to the parties' legal advisers, auditors, financial or taxation advisers and financiers;
- (b) to the extent required by law or by any regulatory body; and
- (c) for the purpose of enforcement of its terms.

4. GST

- (a) The parties acknowledge that in reliance on the principles set out in public ruling GSTR 2001/4 – GST Consequences of Court Orders and Out of Court Settlements, they have formed the view that there is no taxable supply resulting from this deed, nor does the release set out in clause 2 result in an increasing adjustment to a party for GST purposes.
- (b) Notwithstanding clause 4(a), if:
 - (i) LLE makes a supply under or in connection with this deed in respect of which GST is payable; or
 - (ii) a payment under this deed is consideration for a taxable supply (whether or not that supply is made under this agreement)then the payment for that supply, but for the application of this clause 4(b), is increased by an amount equal to the GST payable on the supply.

5. General

5.1 Binding effect of this deed

This deed binds each party and any transferee, assignee, administrator or liquidator appointed in respect of it.

5.2 Further assurance

Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this deed.

5.3 Counterparts

This deed may be executed in a number of counterparts, all of which together will be taken to constitute one and the same document.

5.4 Severability

Any provision of this deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this deed enforceable, unless this would materially change the intended effect of this deed.

5.5 Waiver

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

- (b) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (c) A waiver is not effective unless it is in writing.
- (d) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

5.6 Variation

An amendment or variation to this deed is not effective unless it is in writing and signed by the parties.

5.7 Costs and outlays

Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this deed.

5.8 Governing law and jurisdiction

- (a) The laws of New South Wales govern this deed.
- (b) Each party unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

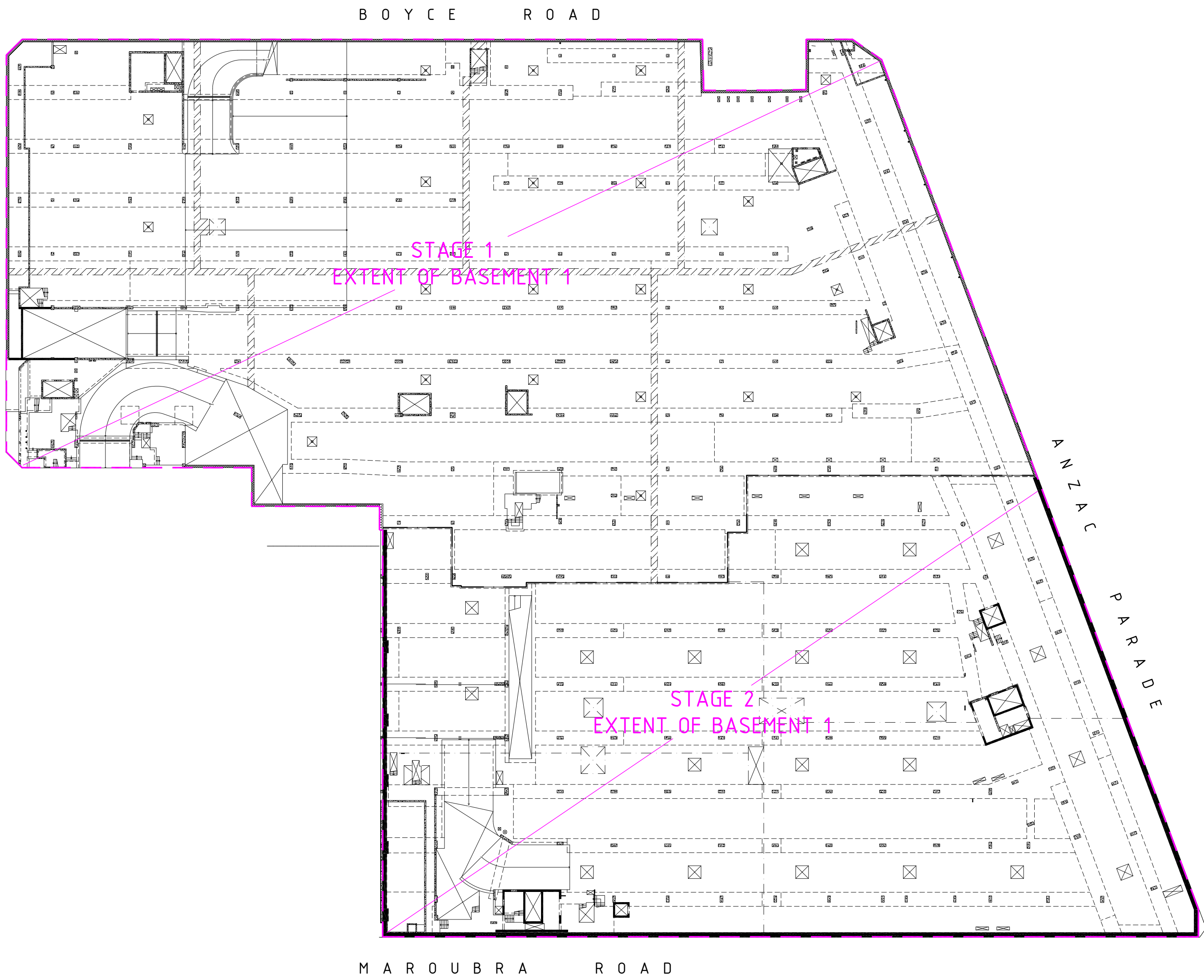
5.9 Entire agreement

This deed constitutes the entire agreement of the parties relating to the subject matter of this deed and supersedes all prior understandings, negotiations, agreements, written or oral, express or implied, in relation to that subject matter.

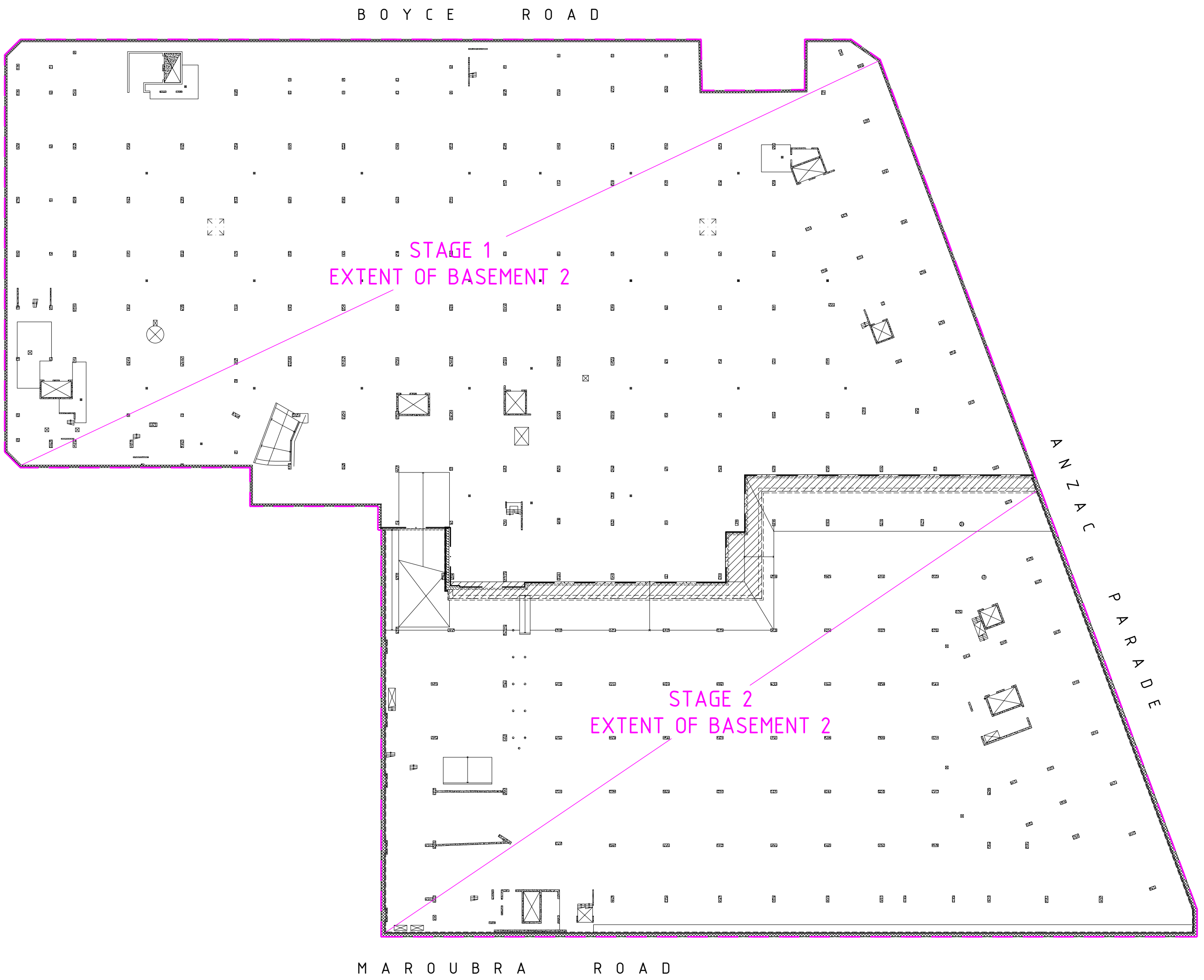
5.10 Authority to execute

Each party who executes this document declares that they have full authority to execute it and that they have obtained any necessary consents or approvals.

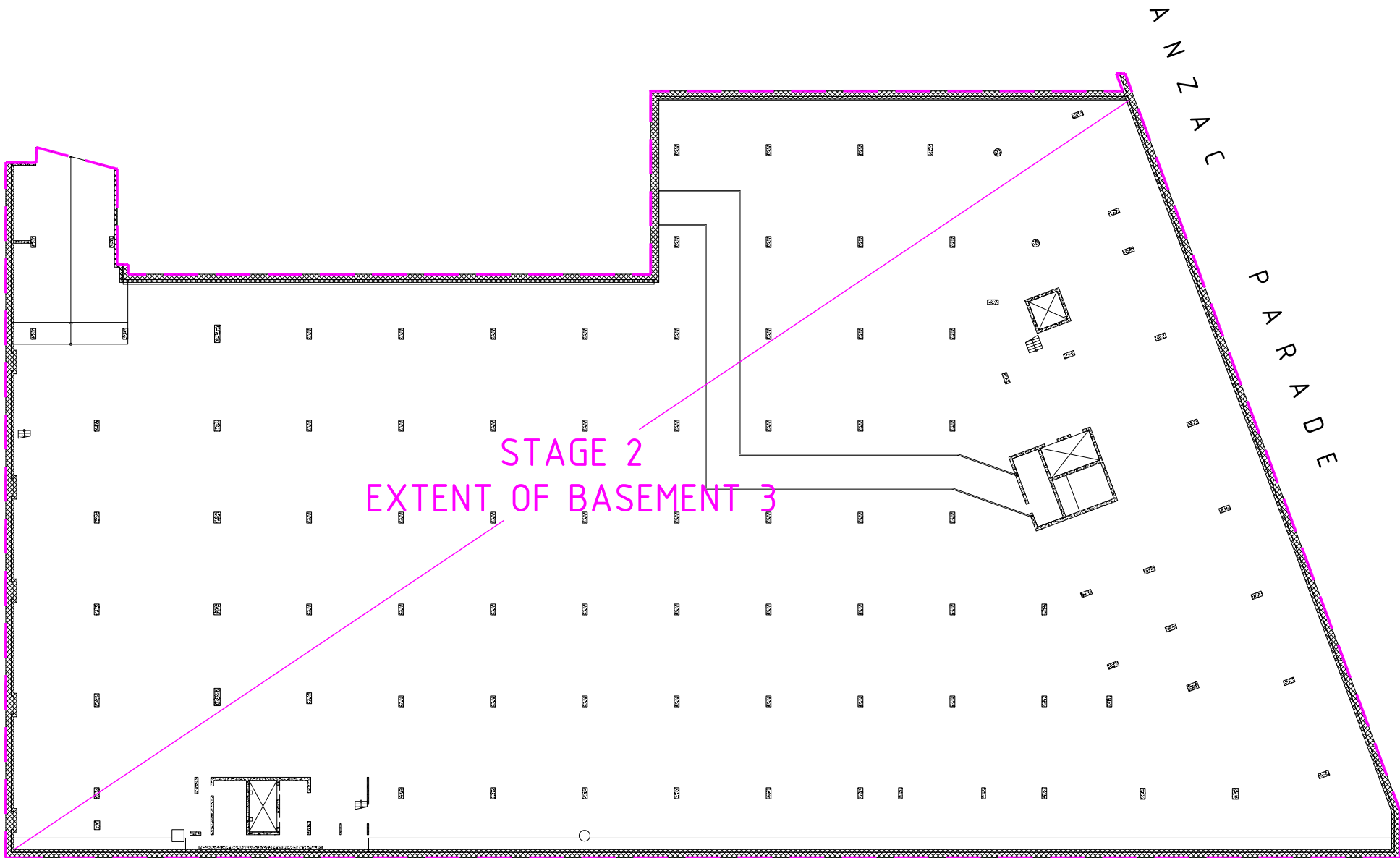
Schedule 1 - Basement Plans



BASEMENT 1 PROFILE PLAN

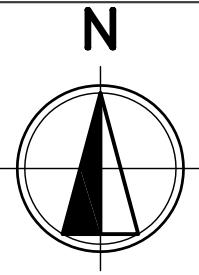


BASEMENT 2 PROFILE PLAN



BASEMENT 3 PROFILE PLAN

REV	DATE	DESCRIPTION	REVISIONS	RVD	REV	DATE	DESCRIPTION	REVISIONS	RVD
B	11.02.2014	ISSUED FOR COMMENT	RS						
A	31.01.2014	ISSUED FOR COMMENT	RS						



Sydney Office—
L2 8 Windmill St Sydney NSW 2000
P/+61 2 9770 3300
E/info@bgeeng.com
bgeeng.com—



PACIFIC SQUARE
707-745 ANZAC PARADE
MAROUBRA NSW 2035

STATUS			
ISSUED FOR INFORMATION			
NOT TO BE USED FOR CONSTRUCTION			
DRAWN	DESIGNED	CHECKED	APPROVED
RS	TB		
DATUM	GRID	SCALE	
		1:500	
		A1	A1 SIZE

TITLE			
LOCALITY PLAN			
PROJECT No.	DRAWING No.	REV.	
S11155	SK-0001	B	

Schedule 2- Basement Car Park Rectified Defects

	Area	Description	Owners' Expert Report Reference
1	Car park B2 - above car space PS1	Water staining observed in ceiling.	Demlakian Report Defect No. 656
2	Car park B2 - Above car space P205	Cracking and water staining were observed in the ceiling.	Demlakian Report Defect No. 663
3	Car park B2 - Adjacent to car space P203	Missing cap from the "slab pipe" and water staining were observed	Demlakian Report Defect No. 664
4	Car park B2 - Across P309	Cracking and staining were observed In the ceiling.	Demlakian Report Defect No. 666
5	Above car space P201	Cracking and staining were observed in the ceiling.	Demlakian Report Defect No. 668
6	Above car space P802	Cracking and staining were observed in the ceiling.	Demlakian Report Defect No. 669
7	Car space P903	Cracking and staining were observed in the ceiling.	Demlakian Report Defect No. 672
8	Car space P907	Cracking and staining were observed in the ceiling.	Demlakian Report Defect No. 673
9	East Stairwell Level 10	Staining and moisture were observed in walls.	Demlakian Report Defect No. 679
10	Car park - Basement 2 Garbage Room	Fire Damper is not correctly retained (it is loose) and the penetration size is incorrect. The gap is not completely fitted with the correct material. The damper is not sealed and there is no duct access.	Hastie Services Report Page 1-TMS Fire Damper No FD46; B2-08.
11	Car park - Basement 2 Wash Bay	The penetration size is not correct and the gap is not completely filled with the correct material - not sealed internally and wall needs repair.	Hastie Services Report Page 2 - TMS Fire Damper No FD47; B2-09.

Signing Page

EXECUTED as a deed.

Executed by Lend Lease Engineering Pty Limited (formerly Abigroup Contractors Pty Limited) in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)



Executed by The Owners – Strata Plan No. 74378 in accordance with Section 238 of the *Strata Schemes Management Act 1996* (NSW) by the affixing of the seal of The Owners – Strata Plan No. 74378 in the presence of:

Signature of the Secretary of The Owners – Strata Plan No. 74378

Name of secretary (print)



Signature of member of the Executive Committee of
The Owners – Strata Plan No. 74378

Name of member (print)



Executed by The Owners – Strata Plan No. 74405 in accordance with Section 238 of the *Strata Schemes Management Act 1996* (NSW) by the affixing of the seal of The Owners – Strata Plan No. 74405 in the presence of:

Signature of the Secretary of The Owners – Strata Plan No. 74405

Name of secretary (print)



Signature of member of the Executive Committee of
The Owners – Strata Plan No. 74405

Name of member (print)



Executed by The Owners – Strata Plan No. 74790 in accordance with Section 238 of the *Strata Schemes Management Act 1996* (NSW) by the affixing of the seal of The Owners – Strata Plan No. 74790 in the presence of:

Signature of the Secretary of The Owners – Strata Plan No. 74790

Name of secretary (print)

← _____
Signature of member of the Executive Committee of The Owners – Strata Plan No. 74790

Name of member (print)

Executed by Clycut Pty Limited in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Name of director (print)

← _____
Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

BUILDING DEFECTS REPORT

Of the property at:

**Strata Plan 74790
1 Bruce Bennett's Place
Maroubra NSW 2035**

For the Client:

**THE PROPRIETORS OF STRATA PLAN No. 74790
C/- Strata Plus Pty Ltd
Level 2, 80 Cooper Street
Surry Hills NSW 2010
Attention: David Moore**

By:

**DEMLAKIAN STRATA & REMEDIAL
Level 2, 5 Ridge Street (P.O. Box 6553)
NORTH SYDNEY NSW 2060**

September, 2011

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APPENDIX A CONDITIONS OF REPORT

APPENDIX B PHOTOGRAPHS



1.0 INTRODUCTION

Brief

Demlakian Strata & Remedial were instructed by Mr David Moore of Strata Plus Pty Ltd on behalf of the Owner's Corporation of Strata Plan 74790 to carry out an inspection of the building including the common areas to identify building defects and prepare a report of our observations.

Suitably qualified engineers from our firm attended the property and carried out the inspections on 13th, 14th, 15th and 16th September, 2011. The inspections were visual in nature only and were carried out in available and accessible areas of the property. Neither removal of coverings or testing of services and/or materials was carried out at the time of our inspection.

We have been advised that a significant number of construction related defects have been observed in the property. The purpose of this report is to identify such defects and tabulate the defect type and location. The scope of this report does not allow full investigation of the cause of each defect, although this service can be provided as a supplement to this report if and when required. We note that this investigation would involve additional testing including localised removal of finishes.

Please note that this report should be read in conjunction with the 'Conditions of Report' attached in Appendix A and similarly, we have attached the accompanying photos in Appendix B, both located at the rear of this report.

2.0 DESCRIPTION

The development is a 9 storey block comprising of 133 Units, over 1 levels of basement car parking.

The buildings are constructed with reinforced concrete and load bearing masonry walls with a concrete flat slab roof.

We understand that the above strata property was registered in 2005; therefore we assume the existing building is approximately 6 years old.

3.0 GENERAL OBSERVATIONS

Majority of defects were in form of white staining to balconies/terraces and walls of the building, waterproofing issues, cracking in walls, detaching of render, and rusting issues. The cause for most of aforementioned defects is poor workmanship and use of unsuitable materials.

White staining was observed on most balconies/terraces, mainly on balustrades and areas adjacent to balustrades. The main reason for white staining is failure of or inadequate waterproofing. Cracking and detached render was observed not only on balconies/terraces but also on building facades. Rusting was observed predominantly on balconies/terraces in light fittings, metal parts of balustrades and fire sprinklers. This indicates use of unsuitable materials.



It was noted that at the time of the inspections some defective rendered facades were in process of patching up. These works were observed in the south façade of the building.

It was reported by residents that during recent wet weather a considerable number of leaks through windows, services, pipes and other areas have occurred. The rainfall experienced during this period would be considered 'normal weather' conditions. The rainfall intensities experienced in this locality were by no means extreme and significantly lighter than those for which the building would be expected to remain water tight. Thus any suggestion that conditions constitute 'abnormal weather' is unfounded.

As outlined in the defects list below the various building issues result mostly from defective workmanship.

4.0 DEFECTS

Each of the defect types have been assessed and collated into the following specific types. For each type general details and typical causes are noted. Further investigation would be required to specifically identify exact causes. This will need to be done as part of the defect rectification.

Individual defect locations and reference to photographs is provided in section 5.0.

1. Internal Cracking

Cracking is caused by excess stress being placed on the area. Most commonly this stress is the result of excessive movement of the building or inadequate provision for movement when the finishes were applied. Following items are defects as they do not comply with the requirements listed below.

a. Cracks in Walls

Cracks greater than 1mm are defects that need to be repaired according to Guide to Standards and Tolerances which refers to Appendix C of AS 2870 – 1996.

b. Skirting Cracks/Gaps

Cracks greater than 1mm are defects that need to be repaired according to Guide to Standards and Tolerances which refers to Appendix C of AS 2870 – 1996.

c. Cracks in Concrete

Cracks greater than 1mm are defects that need to be repaired according to Guide to Standards and Tolerances which refers to Appendix C of AS 2870 – 1996.

2. External Cracking

Cracking is caused by excess stress being placed on the area. Most commonly this stress is the result of excessive movement of the building or inadequate provision for movement when the finishes were applied. Numerous cracks were observed on the faced of the building.

Cracks greater than 1mm are defects that need to be repaired according to Guide to Standards and Tolerances which refers to Appendix C of AS 2870 – 1996.

This item is a defect as it does not comply with the requirements listed above.



3. Water Stains/Mould

Water ingress and water staining within the units suggests absence or failure of waterproof membranes and or incorrectly installed flashings and damp proof courses. Alternatively the membrane may have ripped or cracked in areas. Water leaking into the garages suggests that the slab of the building is also not appropriately waterproofed. Water leaking at windows suggests that the flashings were not correctly installed and thus rather than water exiting through the weep holes it is being diverted down the brickwork cavity. It is also possible that the flashing has not been turned up and water is running into the slab. Thus, the moisture may be due to entrapped water. A lack of a drip groove around the windows may also have led to water ingress.

As the existence of these products is large enough to cause damage in the form of staining, it is a breach of the BCA which states:

‘A building is to be constructed to avoid the likelihood of-

- (a) The creation of unhealthy or dangerous conditions; and
- (b) Damage to building elements caused by dampness or water overflow from bathrooms, laundries and the like.’

Prolonged exposure of building elements to moisture causes mould growth.

This item is a defect as it does not comply with the requirements listed above.

4. Weather Proofing

The author was notified that water entered the building in some areas during periods of rainfall. In some areas it was observed that balcony sliding doors do not close properly, glass on windows is too small for the frame; which was causing the outside “weather” (e.g. water and wind) enter the inside of the unit/building.

The Objective of *Building Code of Australia (2005) Part F01* is to:

‘(a) safeguard occupants from illness or injury and protect the building from damage caused by-

- (i) surface water and
- (ii) external moisture entering a building
- (iii) the accumulation of internal moisture in a building’

The *Building Code of Australia (Section F01.2)* states that:

‘Surface water resulting from a storm having an average recurrence interval of 100 years must not enter the building.’

This item is a defect as it does not comply with the requirements listed above.

5. Inadequate Waterproofing

Water ingress within the units suggests absence or failure of waterproof membranes and or incorrectly installed flashings and damp proof courses. Alternatively the membrane may have ripped or cracked in areas. Water leaking into the slab of the building is also not appropriately waterproofed. Water leaking at windows suggests that the flashings were not



correctly installed and thus rather than water exiting through the weep holes it is being diverted down the brickwork cavity. It is also possible that the flashing has not been turned up and water is running into the slab. Thus, the high moisture readings may be due to entrapped water. A lack of a drip groove around the windows may also have led to water ingress.

According to the Guide to Standards and Tolerance (2003) section 30:

‘Roofs, gutters, flashings, skylights, window frame joints or window seals which leak under normal weather conditions for the particular terrain, will be considered a defect.’

and

According to the Home Building Act (NSW) 1989 the following warranties are implied in every contract in relations to residential building work – Section 18B (a)(b)

(a) ‘a warranty that the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract.’

(b) ‘A warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.’

This item is a defect as it does not comply with the requirements listed above.

6. Drainage/Ventilation Issues

Several areas in the building were subject to ponding water, water coming out of drains, and “spitters” that track water onto the soffit of the balcony below. These are defects as recognised by the Building Code of Australia (BCA):

Section FO1

- a) safeguard occupants from illness or injury and protect the building from damage caused by –
 - (i) surface water; and
 - (ii) external moisture entering a building; and
 - (iii) the accumulation of internal moisture in a building; and
- b) protect other property from damage caused by redirected surface water.

Section FP1.3

‘A drainage system for the disposal of surface water must-

- (a) convey surface water to an appropriate outfall; and
- (b) avoid the entry of water into a building; and
- (c) avoid water damaging the building’

Water ponding may also be a slip hazard for occupants. This is a breach of the BCA,

Clause FO1: “safeguard occupants from illness or injury from damage caused by (i) surface water”



Some areas in the units do not contain adequate ventilation. This can be problematic if the natural ventilation in the room is not adequate. The Building Code of Australia requires that:

Section F4.6

‘Natural ventilation provided in accordance with F4.5(a) must consist of permanent openings, windows, doors or other devices which can be opened-

- (a) with an aggregate opening or openable size not less than 5% of the floor area of the room required to be ventilated; and
- (b) open to
 - i. suitable sized court, or space open to the sky; or
 - ii. an open veranda, carport, or the like; or
 - iii. an adjoining room in accordance with F4.7’

This item is a defect as it does not comply with the requirements listed above.

7. No Spitters/Inadequate Spitters

Spitters are used to remove water from balconies and prevent ponding of surface water. They are generally PVC pipes extending from the balcony that drain away any surface water that gathers on the balcony.

We have observed that the spitters are flush with the building at multiple locations. This is problematic as rather than removing the water entirely from the building, the water exiting from the balconies is being washed down the side of the walls or tracking down the underside of the slab. Any membrane issues would be exasperated by this, causing water to seep directly into the walls.

A lack of spitters is considered a defect as it causes a breach of the *Building Code of Australia (2005)*:

‘A drainage system for the disposal of surface water must-

- (a) convey surface water to an appropriate outfall;
- (b) avoid the entry of water into a building; and
- (c) avoid water damaging the building.’

This item is a defect as it does not comply with the requirements listed above.

8. Rusting

Many fixtures within the unit areas have begun to rust. Amongst other areas, most notable rusting was observed in metal parts of balustrades, balcony/terrace light fittings, fire sprinklers, and in the pool area. This indicates that inadequate coatings and materials have been used for the environment. The Home Building Act (NSW 1989) recognises this as a breach:



Section 18B (b) 'A warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.'

This item is a defect as it does not comply with the requirements listed above.

9. Corrosion of Reinforcement

Corroding reinforcement was observed on some balconies, stairwells and other areas of the building. In addition to rusting the reinforcement was exposed, rather than cover with concrete. Corrosion weakens the reinforcement, and therefore the overall strength of building elements, also corrosion of reinforcement can cause cracking in the surrounding concrete.

This Poor workmanship is a breach of The Home Building Act (NSW 1989):

Section 18B (a) 'warranty that the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the person for whom the work is done expressly makes known to the holder of the license or person required to hold a license, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the holder's or person's skill and judgement.'

This item is a defect as it does not comply with the requirements listed above.

10. Indentations in Surfaces

Numerous dents were observed in all areas of the building. These dents are the result of poor workmanship and therefore are defective as it does not comply with the requirements listed below.

This Poor workmanship is a breach of The Home Building Act (NSW 1989):

Section 18B (a) 'a warranty that the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract.'

11. General Poor Workmanship

Messy work and some defective construction often results from a lack of care taken by the builder.

This Poor workmanship is a breach of The Home Building Act (NSW 1989):

Section 18B (a) 'a warranty that the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract.'

This item is a defect as it does not comply with the requirements listed above.

12. Chipped/Damaged Render

Drummy render may indicate cracks in the wall behind or more likely the breaking of the bonds between the brickwork and render due to movement or poor preparation prior to



rendering. Cement based, render has little to no flexibility and thus movement can cause cracking or delaminating. A lack of expansion joints along with inadequate positioning of these joints is often the cause of drummy render.

In order to prevent areas of render from further chipping away the drummy sections need to be removed and the areas appropriately re-rendered. This may also be done to areas of render which have already chipped. To prevent a 'patchy' look the entire wall or section containing the repaired section should be painted.

Section 18B of the Home Building Act (1989) expresses the following warranties:

- (a) a warranty that the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract.'
- (b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.

This item is a defect as it does not comply with the requirements listed above.

13. Bubbling/Peeling/Missing Paint

Peeling and bubbling paint results from either poor adhesion or excess moisture behind the paint layer. Poor preparation of the surface of the building prior to paint application may have resulted in poor adhesion between the paint and render. However, as the building has produced high moisture readings, it is likely that excess moisture ingress is resulting in the peeling and bubbling of the paintwork around the building.

As stated in the Guide to Standards and Tolerances (2003) section 16:

'Coatings used are to be suitable for the relevant conditions and relevant wear and tear. They are to be applied in a workmanlike manner and the manufacturer's instruction unless otherwise specified'

This item is a defect as it does not comply with the requirements listed above.

14. Not Working as Intended

In a number of areas, building elements were observed to be faulty such as dislodged doors, and water coming out of drains, and therefore defeating the purpose of aforementioned elements.

Section 18B of the Home Building Act (1989) expresses the following warranties:

- (a) a warranty that the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract.'
- (b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.

This item is a defect as it does not comply with the requirements listed above.



15. Broken/Missing Materials

In a number of areas we have observed broken or missing materials, such as missing door stop, missing storm mould, and broken balcony floor tiles. These defects are associated with Section 18B of the Home Building Act (1989) expresses the following warranties:

- (a) a warranty that the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract.'
- (b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.

This item is a defect as it does not comply with the requirements listed above.

16. Chipped/Damaged Plaster

A number of chips and damages were observed in plasterboard elements inside units. Majority of defects were caused by poor workmanship where plasterboard was either damaged during initial works or it was damaged as a result of poor workmanship.

The Guide to Standards and Tolerance (2003) section 18 recognises that 'If plaster peaking or jointing is obvious in normal daylight conditions' it is a defect. Any crack larger than 1mm is also recognised as a defect.

Section 18B of the Home Building Act (1989) expresses the following warranties:

- (a) a warranty that the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract.'
- (b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.

This item is a defect as it does not comply with the requirements listed above.

17. Unfinished Repairs

Patchy repairs and incomplete repairs were observed throughout the building (in some locations the render was re-rendered, however the area was left unpainted).

Section 18B of the Home Building Act (1989) expresses the following warranty:

- (a) a warranty that the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract.'

This item is a defect as it does not comply with the requirements listed above.

18. Clearance in Balustrades

Instances in where the balustrade does not comply with the BCA were noted, this defect is a serious safety issue due to high clearance between balustrades and/or wall of the building and the balustrade.



The Building Code of Australia (2005) section D2.16 (g)ii states that for a balustrade, ‘any opening does not permit a 125mm sphere to pass through it and for stairs, the space is measured above the nosings.’

This item is a defect as it does not comply with the requirements listed above.

19. Penetrations in Surfaces

Penetrations in ceilings and walls were observed in numerous locations of the building. Particularly large penetration was observed in the ceiling of the gym (Refer to Photograph PG9).

Section 18B of the Home Building Act (1989) expresses the following warranty:

(a) a warranty that the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract.’

This item is a defect as it does not comply with the requirements listed above.



5.0 DEFECTS LIST

Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
101	1	Kitchen	Lights are not flush with the ceiling.	11	101.1
101	2	Kitchen	The fan above the stove it crooked.	11	101.2
101	3	Kitchen	Chipped paint around pantry door.	13	101.3
101	4	Kitchen	The kitchen divider is chipped.	16	101.4
101	5	Living Room	Gap between the skirting board and the wall was observed.	1b	101.5
101	6	Balcony	Messy sealant application between roof and wall.	11	101.6
101	7	Balcony	Rust marks on the dividing wall.	8	101.7
101	8	Balcony	Chipped render on balcony balustrade.	12	101.8
101	9	Balcony	Cracking on balustrade and divider wall.	1c	101.8
101	10	Balcony	Cracking below control joint.	1c	101.9
101	11	Bedroom	Light switch installed upside down.	11	On file
101	12	Dining Room	Cracking on cornice.	1a	101.10
101	13	Bathroom	Chipped paint on door frame.	13	101.11
101	14	Bathroom	Messy sealant application between wall and ceiling.	11	101.12
102	15	Kitchen	Messy sealant application below stove fan.	11	102.1
102	16	Dining Room	Gap between the skirting board and the wall was observed.	1b	On file
102	17	Living Room	Gap between the skirting board and the wall was observed.	1b	On file
102	18	Balcony	Crack on dividing wall.	1c	102.2
102	19	Balcony	Mould on bottom of balustrades.	3	102.2
102	20	Bedroom	Messy finish of carpet to wall.	11	102.3
102	21	Bedroom	Water marks on the carpet around the window.	3	102.3
102	22	Bathroom	Messy and uneven application of grout in shower.	11	On file
102	23	Bathroom	Rust on bottom of bathroom door frame.	8	102.4
103	24	East bedroom – adjacent to sliding doors to the balcony	Gap between the wall and the skirting board was observed to be approximately 2mm.	1b	103.1
103	25	Balcony – north wall	Spitter/drainage hole is above the floor level.	7	103.2
103	26	Terrace – south-west corner	Crack in the junction of the wall of the building and the balustrade was observed to be greater than 1mm.	2	103.3



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
103	27	Terrace – wall above sliding doors	Horizontal and vertical cracking on the wall of the building appears to be greater than 1mm.	2	103.4
103	28	Ceiling – western side of the balcony	Staining, and bubbling & blistering of paint was observed in the ceiling.	8	103.5
104	29	East bedroom	Gap of 2mm was observed between the west wall and the skirting board.	1b	104.1
104	30	Ceiling – east bathroom	Water stain was observed above the shower in the bathroom.	5	104.2
105	31	Kitchen	Cracked/bubbling paint above the cupboard.	13	105.1
105	32	Kitchen	Damaged plaster in the fridge cabinet.	16	105.2
105	33	Kitchen	Cracked sealant between the bench and wall.	1	105.3
105	34	Kitchen	Uneven gap above the stove fan.	11	105.4
105	35	Kitchen	Messy application of grout below the cupboards.	11	105.5
105	36	Living Room	The kitchen divider is chipped.	16	On file
105	37	Living Room	Cracks between the cornice sections.	1b	On file
105	38	Study	Moisture marks on the walls.	3	105.6
105	39	Study	Lights not flush with the ceiling.	11	105.7
105	40	Study	Plaster chipped.	16	On file
105	41	Balcony	Mould on balustrades.	3	105.8
105	42	Balcony	Separation crack between ceiling and wall.	1a	105.9
105	43	Balcony	Chipped render.	12	On file
105	44	Bedroom	Indentation in the ceiling.	10	On file
105	45	Bedroom	Cracking in tiles was observed.	1b	On file
105	46	Bathroom	Cracked wall tile.	1	105.10
105	47	Bathroom	Peeling paint on ceiling.	13	On file
105	48	Bathroom	Mould growth around sealant, below the wall.	3	105.11
105	49	Laundry	The door scrapes.	11	On file
105	50	Laundry	Messy application of grout around the tiles.	11	On file
105	51	Laundry	Bracket has rusted.	8	105.12
106	52	East bedroom	Missing silicone between the sliding door frame and the threshold was observed.	1c	106.1



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
106	53	Balcony – south-west corner	Missing and poorly applied sealant in junctions between walls, and wall and the ceiling.	11	106.2
111	54	Terrace – south-west	Rusted fitting was observed on the floor.	8	111.1
111	55	Terrace – southern side	Missing sealant was observed in oversized expansion joint.	11	111.2
111	56	Terrace – south-east	Vertical crack greater than 1mm was observed on the wall.	2	111.3
111	57	Terrace – balustrade	In multiple locations, sandy and chipped render on balustrade wall was observed.	12	111.4
111	58	Terrace – southern	Horizontal cracking along the wall of the building was observed.	2	111.5
111	59	North wall of the building – west end	Chipped/stripped off render between expansion joints was observed.	2	111.6
112	60	West bathroom – ceiling	Mould was observed in the ceiling of the bathroom.	3	112.1
112	61	Terrace – north balustrade wall	Spitter/drainage hole is too high to drain any stormwater.	7	112.2
112	62	Terrace – south-west	Gap of 3mm was measured in the junction between wall of the building and the balustrade.	2	112.3
112	63	Terrace	Rusting was observed in the fire sprinkler & light fitting.	8	112.4 & 112.5
112	64	Terrace – east	Missing sealant was observed between the ceiling and the wall.	11	112.6
112	65	Terrace – adjacent to sliding doors	Cracking in the wall was measured to be greater than 3mm.	2	112.7
113	66	Hallway	The skirting between the bedrooms was observed to be separated from the plasterboard wall.	1b	113.1
113	67	Laundry	A vertical crack greater than 1 mm in width was observed on the wall.	1c	113.2
113	68	Terrace – west	Chipped render was observed on the block wall.	12	113.3
114	69	Eastern bedroom	No stopper has been installed for the Eastern bedroom to living room sliding door. This has caused damage to the plasterboard wall.	15	114.1
114	70	Terrace	Water staining and mould were observed on tiles and adjacent balustrade wall.	3	114.2
115	71	Entrance	Indentation in East wall	10	115.1



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
115	72	Kitchen	Crack in wall adjacent to the kitchen	1a	On file
115	73	Living Room- West Wall	Crack below cornice	1a	On file
115	74	Living Room	Gap between the skirting board and the wall was observed.	1b	On file
115	75	Living Room	Ceiling missing paint	13	On file
115	76	Living Room- East Wall	Crack below cornice	1a	On file
115	77	Bedroom	Paint missing on cornice	13	On file
115	78	Wardrobe	Crack between ceiling and wall	1a	On file
115	79	Bathroom	Lights are not flush with the ceiling	11	On file
115	80	Bathroom	Messy application of sealant	11	On file
115	81	Bathroom	Messy grout on walls and drain in shower enclosure	11	115.2
115	82	Balcony	Mould on balustrades	3	115.3
115	83	Balcony	Water staining in the form of efflorescence between tiles	3	115.3
115	84	Balcony	Large gap between tiles and wall	11	On file
115	85	Balcony	Staining on unit wall	3	On file
115	86	Balcony	Mould growing on hob above balcony	3	On file
115	87	Balcony	Crack on wall of unit	1c	115.4
115	88	Balcony	Peeled/chipped render on top of balustrade	12	On file
116	89	Ceiling – north-west	Water stain was observed in the ceiling.	5	116.1
116	90	Terrace	In multiple locations staining and mould were observed in the balustrade wall. Also missing grout was observed between the balustrade wall and the floor tiles.	3	116.2
116	91	Terrace – west	Missing sealant was observed between the ceiling and the west wall.	11	116.3
116	92	Terrace – exterior of balustrade	Staining was observed on the wall, indicating waterproofing failure.	5	116.4
116	93	Terrace – north-east	Missing render and signs of previous repairs were observed.	12	116.5
117	94	Unit extension	The carpet had not been properly trimmed.	11	117.1
117	95	South terrace	Chipped render was observed.	12	117.2
117	96	West terrace	A vertical crack and water stalactites were observed.	2	117.3
117	97	West terrace	It was noted that screws were present on the floor of the west	11 &	117.4



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
			terrace, adjacent to the copper façade that runs to the top of the building. The owner advised that 4 panels had been previously dislodged during strong winds. We recommend investigation into the structural adequacy of the copper panels.	14	
201	98	South bedroom	No sealant was observed between the door frame and the window stool.	11	201.1
201	99	Terrace – north	Missing fire sprinkler was observed.	15	201.2
201	100	Balcony – south-east	Vegetation growth was observed along the balustrade wall, most likely due to inadequate waterproofing/drainage.	5	201.3
201	101	Balcony – south	Rusting was observed on metal elements of the glass balustrade.	8	On file
202	102	Balcony	The storm mould beneath the balcony door frames was missing.	15	202.1
203	103	Entrance	The wall behind the door is missing paint	13	On file
203	104	Living	Missing paint	13	On file
203	105	Balcony	Cracking near top of wall	1c	203.1
203	106	Bedroom 1	Cracked plaster	16	203.2
203	107	Bedroom 1	Missing paint on walls	13	On file
203	108	Bathroom	Paint missing around light fitting	13	On file
203	109	Bathroom	Mould on ceiling access box	3	203.3
203	110	Main Bedroom	Paint peeled off walls	13	203.4
204	111	West bedroom – north	Missing sealant and cracking was observed between the window frame and adjacent areas.	11	204.1 & 204.2
204	112	East bathroom	Dislodged shower jet was observed.	15	204.3.
204	113	Balcony – east	Gap between the balustrade wall and the wall of the building was measured to be 5mm.	2	204.4
205	114	Balcony – east	Missing sealant was observed between the ceiling and the wall.	11	205.1
205	115	Balcony – west	Missing sealant and crack larger than 1mm were observed.	2 & 11	205.2
206	116	Balcony – west	A crack was observed between the wall and balustrade.	2	206.1
206	117	Balcony – west	A crack was observed on the upper section of the wall	2	206.2



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
206	118	Balcony	The owner reported that water emerges from the balcony drain and floods the balcony.	14	206.3
206	119	North bedroom	A crack was observed below the bedroom window sill.	1b	206.4
211	120	Entrance	Damaged plaster above ceiling	16	On file
211	121	Entrance	Paint missing below the ceiling	13	On file
211	122	Entrance	Distorted plaster ceiling	16	On file
211	123	Study	Louvers on window get stuck	15	On file
211	124	Study	Cracked cornice	1a	On file
211	125	Balcony	Messy grout application below balustrades	11	211.1
211	126	Balcony	Mould an staining on balustrades	3	On file
211	127	Living	Bubbled plaster on the feature wall	16	On file
211	128	Living	Separation crack between window sill and wall	1	On file
211	129	Living	Messy finish and paintwork around window sill	11	On file
211	130	Laundry	Intense smell emerging	6	On file
211	131	Laundry	Paint missing on walls	13	On file
211	132	Laundry	Mould marks on walls	3	211.3
211	133	Laundry	Crack on wall	1a	211.3
211	134	Bathroom	Light not flush with the ceiling	11	On file
211	135	Bathroom	Missing paint on the ceiling	13	On file
211	136	Bathroom	Rust stains on tiles	8	211.4
211	137	Bathroom	Messy grout around bath tub	11	211.4
211	138	Hallway	Deformed/bubbled plaster below ceiling	16	On file
211	139	Hallway	Missing paint around bedroom door	13	On file
211	140	Private balcony	Crack on both balustrades	1c	211.5
211	141	Private Balcony	Heaters plugged in cause fuses to blow	15	On file
211	142	Both Balconies	Pond water and drains back flow	6	On file
211	143	Main Bedroom	Cracks above cornices	1a	211.6
211	144	Main Bedroom	Buckled plaster above cornices	1a	On file
211	145	Wardrobe	Stains on the ceiling	3	On file
211	146	En-suite	Cracked plaster around light fitting	1a	On file



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
211	147	En-suite	No fan or external opening	6	On file
211	148	En-suite	Mould on ceiling access board	3	211.7
211	149	Bedroom 1	Missing paint above and below cornices	13	On file
211	150	Kitchen	The stove fan has fallen apart	15	211.8
211	151	Kitchen	Drawers are chipped	15	On file
211	152	Kitchen	Microwave is not working	15	On file
211	153	Kitchen	Bottom dishwasher blows main transformer as water backflows	15	On file
212	154	Balcony – east	A cracked tile was observed adjacent to the balustrade post.	15	212.1
213	155	Kitchen	A crack was observed on the kitchen plasterboard bulkhead	1a	213.1
213	156	Hallway	Moisture staining was observed on the hallway ceiling.	5	213.2
213	157	Balcony	Spalling concrete was observed surrounding the fire sprinkler outlet on the balcony. The owner reported that dripping has been observed emerging from this defect.	12	213.3
214	158	Laundry	Dislodged doors and missing metal cover above doors were observed.	14	214.1
214	159	East bedroom – south-west	Mould was observed in the corner between two walls.	3	214.2
214	160	Balustrade wall	Crack was measured to be 1.5mm on top of the balustrade wall.	2	214.3
214	161	Balcony	Gap of 4mm was measured between the balustrade and the west wall of the unit.	2	214.4
214	162	Balcony	On the external face of the balustrade, previous repairs have been observed. This section hasn't been repainted.	17	214.5
215	163	Unit entrance	Moisture damage was observed in the plasterboard wall adjacent to the entrance.	3	215.1
215	164	Balcony – east	A horizontal crack was observed in the upper portion of the balcony wall.	2	215.2
216	165	Balcony	Gap between fixed balcony panels was measured to be 7mm. This is allowing water and wind to penetrate inside the unit.	4	216.1
216	166	Balcony	Cracking greater than 1mm and missing sealant were observed on the west side of the balcony.	2	216.2
216	167	Balcony	Rusted light fitting and glass balustrade screws were observed.	8	On file



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
216	168	Balcony	Paint marks were observed on the exterior face of the balustrade/wall.	11	On file
217	-	-	No noticeable defects were observed in this unit.	-	-
301	169	Laundry	Gap between two walls appears to be greater than 3mm.	2	301.1
301	170	Balcony	Rusting in the light fitting and in the metal holders of the glass balustrade.	8	301.2
302	171	Living room	A penetration hole was observed adjacent to the living room light fitting.	19	302.1
303	172	Balcony – east	Horizontal crack greater than 1mm was observed on the wall.	2	303.1
303	173	Balcony	Cracking was observed on the slab edge on the exterior to the balustrade.	2	303.2
304	-	-	No noticeable defects were observed in this unit.	-	-
305	174	Living room – balcony sliding doors	Gap between the wall and the skirting board was observed to be 2mm.	2	305.1
305	175	Balcony – west wall	Missing silicon was observed in parts of the expansion joint.	11	305.2
305	176	Balcony – east wall	Vertical crack greater than 3mm was observed in the wall.	2	305.3
305	177	Balcony – balustrade	Drainage hole appears to be partially blocked.	6	305.4
306	178	Balcony – west wall	Cracking greater than 2mm was observed in the wall.	2	306.1
306	179	Balcony – drainage	It has been reported that water comes out of drains and floods the balcony.	6	306.2
306	180	Living room – central area	It has been reported that the light does not work properly.	14	306.3
306	181 & 182	Hallway – east	It has been reported that one of the down lights does not work, and it “wavy” down lights have been observed in multiple areas.	11 & 14	306.4 & 306.5
306	183	Sliding doors to the balcony	It has been reported that the sliding doors do not close properly.	14	306.6
307	-	-	No noticeable defects were observed in this unit.	-	-
308	184	Balcony – north	Horizontal cracking in walls greater than 1mm was observed in multiple locations.	2	308.1
309	185	Kitchen	Dislodged element of the kitchen cupboards.	14	309.1
309	186	Living room	Unaligned doors of the storage area.	11	309.2



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
309	187	Balcony - ceiling	Rusting was observed in the light fitting and in the sprinkler.	8	On file
310	-	-	No access was provided to this unit.	-	-
311	188	East bedroom.	Large gap was observed between the door and ceiling.	11	311.1
311	189	Living room.	Dent to the wall was observed.	10	311.2
311	190	East balcony – east.	Vertical cracking over 1mm was observed in the wall.	2	311.3
311	191	East balcony – west.	Horizontal cracking was observed adjacent to the balustrade.	2	311.4
311	192	West balcony – east.	Cracking in the render greater than 1mm was observed.	2	311.5
312	193	Balcony – west wall.	Vertical cracking in the wall was measured to be greater than 2mm.	2	312.1
312	194	Balcony	Cracking in the slab along the balustrade edge was observed. Missing sealant was observed in the junction between the balustrade and the concrete slab.	11	312.2
313	195	Balcony - west	Chipped render was observed adjacent to the balustrade.	12	313.1
313	196	Balcony - east	Missing sealant was observed between the sliding door frame and the wall.	11	313.2
314	197	En-suite bathroom	Down lights appear to be “wavy” and dislodged.	11	314.1
314	198	Balcony – ceiling	Rust stains were observed on the fire sprinkler.	8	314.2
314	199	Balcony.	Cracking greater than 1mm was observed on the exterior slab edge of the balcony.	2	314.3
315	200	Balcony – east wall	Blistering and bubbling of paint was observed on the wall.	13	315.1
316	-	-	No access to this unit was provided.	-	-
317	201	Hallway – north wall	Gap between the wall and the skirting board was observed to be 2mm.	1b	317.1
317	202	Balcony – east	Over 1m long and greater than 1mm in width vertical crack was observed, the crack appears to be previously repaired.	2	317.2
317	203	Balcony – east	Top and bottom of the balustrade wall are not aligned.	11	317.3
401	204	Balcony – south-east	Horizontal & vertical cracking greater than 1mm was observed in the balustrade.	2	401.1
401	205	Balcony	Badly rusted screws on the balustrade were observed.	8	401.2
401	206	Balcony	Broken floor tile was observed on the balcony.	15	401.3



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
402	207	Bathroom	Water stains around the vent	3	402.1
402	208	Bathroom	Missing paint on the ceiling	13	402.2
402	209	Living Room	Bubbling paint above cornice	13	On file
402	210	Living Room	Paint missing on wall	13	On file
402	211	Bedroom 1	Chipped wood on door frame	15	On file
402	212	Balcony	Hole in render on dividing wall	12	402.3
402	213	Balcony	Door frame is rusting	8	402.4
403	214	West Bedroom	The skirting between the bedrooms was observed to be separated from the plasterboard wall.	1b	403.1
403	215	East Bedroom	A crack 1 mm in width was observed below the window sill.	1b	403.2
404	216	Balcony – north-west	Cracking over 2mm was observed on top of the balustrade wall.	2	404.1
404	217	Balcony – north-east	Horizontal crack was observed just above the soffit of 404 balcony. Inadequate sealant was observed in the expansion joint.	2	404.2
404	218	East bathroom	Dislodged vent was observed in the bathroom.	11	404.3
404	219	West En-suite bathroom	Gap between the waterstop and tiles was measured to be 2.5mm. Rusting in the door frame was observed adjacent to the waterstop.	11	404.4
404	220	Kitchen – sink	Leaking kitchen sink was observed.	14	On file
405	-	-	No access to this unit was provided.	-	-
406	-	-	No access to this unit was provided.	-	-
407	221	Kitchen	The kitchen range hood was observed to be out of line.	14	407.1
407	222	East and West Bathrooms	The toilets in both bathrooms did not cease to flush.	14	407.2
407	223	Hallway	The hinges of the folding doors to the storage area were damaged.	14	407.3
407	224	Balcony	Rust staining was observed on the soffit of the balcony above.	8	407.4
407	225	Balcony	A vertical crack greater than 1 mm in width was observed on the balustrade.	2	407.5
407	226	Balcony	A vertical crack greater than 1 mm in width was observed on the balustrade.	2	407.6



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
407	227	Balcony - West	A horizontal crack greater than 1mm in width was observed on the western wall adjoining the balustrade.	2	407.7
408	228	East Balcony	Cracking greater than 1 mm in width was observed on slab on the external side of the balustrade.	2	408.1
408	229	East Balcony	Water staining was observed on the Northern wall of the Eastern balcony.	3	408.2
408	230	East Balcony	Rust staining was observed on the sealant below the door frame	8	408.3
408	231	South Balcony	A crack greater than 1 mm in width was observed on the balustrade above the Western control joint.	2	408.4
409	232	Laundry	Dislodged laundry door was observed.	14	409.1
409	233	Living room	The light was reported to be faulty.	14	409.2
409	234	Balcony – south-west	Crack between the balustrade and the wall was measured to be greater than 3mm.	2	409.3
409	235	Balcony	Chipped render on top of the balustrade were observed in multiple locations. Render appears to be sandy.	12	409.4
409	236	Balcony – exterior	Water stains on the exterior of the balustrade due to failed waterproofing.	3	409.5
409	237	Balcony	Rusted light fitting was observed.	8	409.6
410	-		No noticeable defects were observed in this unit	-	-
411	238	Living Room	Tape appears to be painted over in the ceiling and is peeling off.	11	411.1
411	239	Hallway	The pin of the door hinge to the storage area has dropped out.	14	411.2
411	240	Eastern Toilet	The toilet seal is unaligned with the toilet bowl.	11	411.3
411	241	Kitchen	The kitchen range hood was observed to be out of line.	11	411.4
411	242	Western Balcony	Bubbling paint was observed in the North Eastern corner of the balcony	13	411.5
411	243	Eastern Balcony	Rust staining was observed on the sealant below the door frame	8	411.6
412	244	Balcony.	Cracking between the balustrade and the slab and missing sealant were observed.	2	412
412	245	Balcony – north-east	Missing silicone was observed between the wall and the	11	412



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
			ceiling.		
413	246	Balcony	Cracking between the balustrade and the slab and missing sealant were observed.	2	413.1
413	247	Hallway	Twisted down-lights were observed.	11	413.2
413	248	North bedroom – wardrobe	Cracking in the junction between the ceiling and the wall was observed.	1a	413.3
413	249	North bedroom – wardrobe	Cracking in the slab was measured to be 4.5mm.	1c	413.4
413	250	Bathroom	Missing silicon was observed around edges of the manhole.	11	413.5
414	251	Kitchen	The kitchen range hood was observed to be out of line.	14	414.1
414	252	Eastern Bathroom	5 floor tiles adjacent to the shower drain were completely dislodged.	11	414.2
414	253	Eastern Bedroom	The plasterboard on the Southern wall of the Eastern has been damaged and repaired, but has not been repainted.	17	414.3
414	254	Balcony	Damage to the top of the balustrade was observed.	12	414.4
414	255 & 256	Balcony	Cracking and water staining were observed on the bulkhead on the Western section of the balcony.	2 & 3	414.5
415	257	Balcony.	Water staining was observed on the balcony.	3	415.1
415	258	Bathroom.	Dow-light was reported to be faulty.	14	On file
416	259	Kitchen	The kitchen range hood was observed to be out of line.	11	416.1
416	260	Living Room	Cracking paint along the skirting trim was observed	13	416.2
416	261	Balcony	Cracking along the joint of the balustrade and party wall was observed.	2	416.3
416	262	Balcony	A vertical crack greater than 1 mm wide was observed Western balcony wall	2	416.4 and 416.5
416	263	Balcony	A horizontal crack greater than 1 mm wide was observed Western balcony wall	2	416.6
417	264	Entrance	Buckled plaster on ceiling	16	On file
417	265	Dining Room	Stains adjacent to light switch	3	On file
417	266	Dining Room	Mould around fixture	3	On file



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
417	267	Kitchen	Messy grout below kitchen cupboards	11	417.1
417	268	Kitchen	Board below dishwasher is dislodged	15	417.1
417	269	Kitchen	Kitchen sink not securely attached to the bench	15	417.2
417	270	Kitchen	Window sill and frame detaching	15	417.3
417	271	Kitchen	Separation crack between cupboards and wall	1	On file
417	272	Balcony	Rust mark below door frame	8	417.4
417	273	Living	Skirting cracked around sliding door to balcony	1b	On file
417	274	Study	Light fitting not flush against ceiling	11	On file
417	275	Bedroom 1	Wardrobe mirror door disrupted from runners	15	417.5
417	276	Bedroom 1	Gap between the skirting board and the wall was observed.	1b	On file
417	277	Bedroom 2	Cracks above cornice	1a	On file
417	278	Bedroom 2	Indentation marks on skirting	10	On file
417	279	Bedroom 2	Indentation marks on skirting	10	On file
417	280	Laundry	Plaster indented on ceiling	10	On file
417	281	Laundry	Missing paint on skirting	13	417.6
417	282	Laundry	Door frame missing paint	13	On file
417	283	Main Bedroom	Cracking above and below cornice	1a	On file
417	284	Main Bedroom	Missing paint on cornice	13	On file
417	285	Main Bedroom	Carpet has buckled and has water staining	15&3	417.7
417	286	Wardrobe	Missing paint adjacent to the Ensuite door	13	On file
417	287	En-suite	Peeling paint on door frame	13	On file
417	288	En-suite	Crack between ceiling and tiles in shower	1	On file
417	289	Bathroom	Paint has peeled off the door	13	On file
417	290	Bathroom	Moisture mark on the ceiling	3	On file
417	291	Bathroom	Large separation between bench pieces and the benches and wall	11	417.8
417	292	Bathroom	Messy sealant between the vanity and wall	11	On file
501	293	South bedroom – south-east	Water ingress through the south wall was reported.	4	501.1
501	294	Balcony	Rusted metal parts of the balustrade were observed.	8	501.2
502	295	Entry	The entry door handle was observed to be loose.	15	502.1



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
502	296 & 297	Entry	Hairline cracks surrounding the entry door were observed. The owner reported that due to the silicone seal on the door frame, the door needs to be slammed shut for the door lock to catch.	1a & 14	502.2 and 502.3
502	298	Balcony	A horizontal 1 mm wide was observed on the upper portion of the column.	2	502.4
503	300	Laundry/storage area	Large gap was observed between storage doors and the frame.	11	503.1
503	301	Balcony – east	Cracking in the wall of 2.5mm was measured.	2	503.2
503	302	Balcony – east	Missing sealant was observed between the floor and the ceiling.	11	503.3
504	303	Balcony – east	Rust in the fire sprinkler was observed.	8	504.1
504	304	Balcony – west	Crack between the sliding door frame and the wall was measured to be 2mm.	11	504.2
505	-	-	No noticeable defects were observed in this unit	-	-
506	305	Balcony	Missing sealant between the sliding doors and the wall was observed.	11	506.1
506	306	Balcony	Un-grouted/unsealed section under the sliding door frame was observed.	11	506.2
506	307	Balcony	Brown staining was observed in the balustrade and the floor, most likely dye to water dripping from the balcony above.	3	506.3
506	308	Balcony – west	Horizontal crack greater than 1mm was observed in the wall.	2	506.4
506	309	Balcony	Rusting in the light fitting and in the metal parts of the balustrade were observed.	8	On file
507	310	West en-suite bathroom	Water penetration was observed on tiles outside of shower “tray”.	5	507.1
507	311	Balcony	Rusting in the light fittings was observed.	8	507.2
507	312	Balcony – western	Missing sealant was observed between the ceiling and the wall.	11	On file
508	313	North balcony – north	Horizontal crack appears to greater than 1mm.	2	508.1
508	314	South-east bedroom - south-west	Water penetration through the window was reported.	4	On file.
509	315	Laundry	Excessive gap between the frame and doors.	11	509.1
509	316	South-west bedroom	Balcony sliding doors are not aligned to the wall.	11	509.2
509	317	Living room/balcony	Sliding doors are not “weatherproof”.	4	509.3



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
509	318 & 319	Balcony – balustrade	Water staining was observed on the exterior face of the balustrade. Horizontal crack was observed between two balconies.	2 & 3	509.4
509	320	Balcony	Rusting in the light fitting, fire sprinkler and metal parts of the balustrade were observed.	8	On file
510	321	Balcony – west.	Cracking in the balustrade greater than 1mm was measured.	2	510.1
510	322	Bathroom – west	Water staining and penetration was observed around toilet.	3	510.2
510	323	Balcony/wall – east	Horizontal cracking greater than 1mm was observed on the wall.	2	510.3
511	324	Sun Room	Hairline cracks were observed on the plasterboard wall. It was noted that no stopper exists to dampen the impact of the sliding door.	1a	511.1
511	325	Kitchen	The kitchen range hood was observed to be out of line.	11	511.2
511	326	Eastern Bathroom	Moisture staining was observed on the plasterboard ceiling	3	511.3
511	327	Western Bathroom	Rusting was observed at the base of the door frame to the Western Bathroom.	8	511.4
511	328	Western Balcony	Chipped paint and render was observed on the balustrade	13	511.5
511	329	Eastern Balcony – West	A diagonal crack 1 mm wide was observed on the Western wall of the Eastern balcony.	2	511.6
511	330	Eastern Balcony – East	A crack greater than 1 mm wide was observed in the balcony slab edge.	1	511.7
512	331	Laundry	Mould was observed in the ceiling and on walls.	3	512.1
512	332	North bedroom	Fire sprinkler was observed to be dislodged.	11	512.2
512	333	Balcony	Missing storm mould/sealant was observed under the sliding doors.	15	512.3
512	334	Balcony.	Rust in the light fitting and in the fire sprinkler were observed.	8	On file
513	335	Hallway & south bathroom	Twisted down-lights were observed in the ceiling.	14	513.1
513	336	North bedroom – north-west	Mould was observed in the ceiling.	3	513.2
513	337	Balcony	Staining and mould were observed at the edge of the balcony slab.	3	513.3



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
513	338	Balcony	Rust in the light fitting and in the fire sprinkler were observed.	8	513.4
514	339	Kitchen	Staining was observed in the ceiling.	3	514.1
514	340	Balcony/wall – west	Staining was observed on the wall adjacent to the balcony.	3	514.2
514	341	Balcony – west	Missing sealant was observed in the wall, just below the ceiling.	11	514.3
515	342	Balcony	Staining and crack greater than 1mm between the balustrade and the slab were observed.	3	515.1
515	343	Bathroom	Dislodged fire sprinkler was observed.	11	515.2
515	344	Bathroom	Rusting in the bathroom door frame and in the carpet were observed.	8	515.3
515	345	Kitchen.	Dislodged kitchen sink.	15	515.4
516	346	Balcony/wall – west	Vertical cracking was observed in the wall adjacent to the balustrade.	2	516.1
516	347	Balcony	Rusting was observed in metal parts of the balustrade.	8	516.2
516	348	Bathroom	Water penetration was observed in the ceiling.	5	516.3
517	349	Balcony – north-west	Rusted and exposed reinforcement was observed between the balustrade and the wall.	9	517.1
517	350	Balcony – east	Cracking and missing render around water tap was observed.	11	517.2
517	351	West bedroom	Gap of 4mm was observed between the skirting board and the wall.	1b	517.3
601	-	-	No access to this unit was provided.	-	-
602	352	Terrace	A horizontal crack greater than 1 mm in width was observed on the South Eastern corner	2	602.1
602	353	Terrace	A section of render has come away from the South facing façade. In addition, a crack greater than 1 mm in width was observed below in the void in the render.	12	602.2
602	354	Terrace	Rust staining was observed on the soffit of the balcony above.	8	602.3
603	355	Northern Balcony	Cracking greater than 1 mm in width was observed on the slab edge beyond the balustrade.	2	603.1
603	356	Western Terrace	A crack greater than 1 mm in width was observed on the	2	603.2



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
			terrace balustrade.		
603	357	Western Terrace	A horizontal crack greater than 1 mm in width was observed on the terrace balustrade and adjoining wall on the North East corner of the terrace.	2	603.3
603	358	Western Terrace	A vertical crack greater than 1 mm in width was observed on the Southern wall of the terrace.	2	603.4
604	-	-	No noticeable defects were observed in this unit	-	-
605	359	Balcony	The render upper section of the Eastern wall appeared to be bulging.	12	605.1
605	360	Bedroom	A crack was observed in the butt joint of the window sill.	1b	605.2
605	361	Living Room	A separation gap was observed in the skirting along the Eastern wall.	1b	605.3
605	362	Entrance	A gap greater than 10 mm was observed below the entry door.	14	605.4
606	363	Balcony – west	Staining was observed on the balustrade.	3	606.1
606	364	Balcony – west	Missing sealant was observed between the ceiling and the wall.	11	606.2
606	365	Balcony – east	Staining and horizontal cracking greater than 1mm was observed adjacent to the balcony.	2 & 3	606.3
607	366	Kitchen	A drummy tile was observed on the kitchen floor. The tile was observed to be cracked.	11	607.1
607	367	Kitchen	The kitchen range hood was observed to be out of line.	11	607.2
607	368	Western Bathroom	The owners report that water ingress has occurred from the bathroom into the walk in wardrobe and the carpet becomes wet.	5	607.3
607	369	Balcony	Rust staining was observed on the soffit of the balcony above.	8	607.4
608	370	Kitchen	The kitchen range hood was observed to be out of line.	11	608.1
608	371	Southern Balcony	No sealant has been provided under the balcony door	11	608.2
609	372	Laundry/storage area	Faulty doors and large gap between the frame and doors were observed.	11	609.1
609	373	Kitchen	Dislodged power point was observed.	11	609.2
609	374	Kitchen	Twisted down-lights were observed in the ceiling.	11	609.3



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
609	375	Balcony	Staining on exterior face of the balustrade was observed.	3	609.4
610	376	Kitchen	Dishwasher not working	15	On file
610	377	Kitchen	Stain on ceiling	3	610.1
610	378	Living	Stain on wall	3	610.2
610	379	Bedroom 1	Broken blind	15	610.3
611	380	Entrance	Paint peeling	13	On file
611	381	Living Room	Cornice paint extends onto the wall below	11	611.1
611	382	Balcony	Balustrades not painted to the ground	13	611.2
611	383	Balcony	Chipped render on balustrade	12	On file
611	384	Balcony	Cracked plaster on ceiling	16	611.3
611	385	Balcony	Cracking on balustrade	1c	611.4
611	386	Kitchen	Cupboards are misaligned	11	On file
611	387	Kitchen	Bubbling/peeling paint between cupboards and ceiling	13	On file
611	388	Kitchen	Lights not flush against the ceiling	11	On file
611	389	Bedroom 1	Stain on ceiling	3	On file
611	390	Bedroom 1	Cornice paint extends onto the walls below	13	On file
611	391	Bathroom	Ceiling fixture not securely attached	11	On file
611	392	Private Balcony	Crack on dividing wall	1c	611.5
611	393	Private Balcony	Cracks around weep holes	1c	On file
611	394	Private Balcony	Large crack along the bottom of the dividing wall	1c	611.6
611	395	Main Balcony	Missing paint on wall and ceiling	13	On file
611	396	En-suite	Messy grout between tiles	11	611.7
611	397	En-suite	Mould on ceiling access box	3	611.8
611	398	En-suite	Missing paint on ceiling above shower enclosure	13	611.8
612	399	Hallway	The trim above the storage folding door was observed to be dislodged.	15	612.1
612	400	Terrace	A crack greater than 1 mm was observed on the terrace balustrade	2	612.2
612	401	Terrace	A crack greater than 1 mm in width was observed adjacent to the weep hole on the Southern wall.	2	612.3



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
613	402	Laundry/storage area	Large gap between the frame and doors were observed.	1a	613.1
613	403	Balcony – east	Crack in the balustrade greater than 1mm, and previous repairs were observed.	2	613.2
613	404	Balcony – east	Chipped and sandy render was observed on top of the balustrade.	12	613.3
613	405	Balcony – south	Multiple stains were observed on the wall.	3	613.4
614	406	Eastern Bedroom	A crack under the window sill was observed	1b	614.1
614	407	Balcony	Excess waster staining was observed to be building up on the South Western corner from the balcony above.	3	614.2 and 614.3
701	408	Kitchen	Paint on skirting	11	701.1
701	409	Living Room	Bubbled plaster on wall	16	701.2
701	410	Balcony	Mould on bottom of balustrade	3	701.3
701	411	Balcony	Crack on unit wall	1c	701.4
702	412	Kitchen	Stains on the wall	3	702.1
702	413	Kitchen	Gap between the skirting board and the wall was observed.	1b	702.2
702	414	Balcony	Rusting of light fitting and rust marks on the roof	8	On file
702	415	Balcony	Cracked render adjacent to the sliding door	12	702.3
702	416	Balcony	Crack along the bottom of the wall	2	702.3
702	417	Living Room	Paint missing below windows	13	On file
702	418	Living Room	Chipped wood on window sill	15	702.4
702	419	Living Room	Missing paint on the wall	13	On file
702	420	Wardrobe	Chipped plaster on the wall	16	702.5
702	421	En-suite	Chipped paint on access box opening	13	702.6
702	422	En-suite	Chipped plaster around the light fitting	16	702.7
703	423	Kitchen	Chipped tile	15	703.1
703	424	Laundry	Mould on the ceiling	3	703.2
703	425	Hallway	Chipped plaster and paint above skirting	16	703.3
703	426	Study	Study door missing paint on areas around the runners	13	703.4
703	427	Study	Cracked Square on wall adjoining study and lounge	1a	703.5



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
703	428	Study	Chipped plaster on wall	16	On file
703	429	Study	Crack below cornice	1a	703.6
703	430	Lounge	Crack above skirting	1b	On file
703	431	Lounge	Water staining on carpet below window	4	703.7
703	432	Lounge	Carpet doesn't reach skirting	15	On file
703	433	Lounge	Missing cornice piece	15	703.8
703	434	Lounge	Water seeps in the window when it rains	4	On file
703	435	Lounge	Crack above the door	1a	703.9
703	436	Balcony	Water ponds	6	On file
703	437	Balcony	Water staining in the form of efflorescence on the balustrade	3	703.10
703	438	Bedroom 1	Cracking below cornice	1a	On file
703	439	En-suite	Paint on tiles	11	On file
703	440	En-suite	Cracking above door frame	1a	On file
703	441	En-suite	Lack of grout around shower drain	15	On file
703	442	Bathroom	Toilet is not securely attached	15	On file
703	443	Main Bedroom	Broken plaster	16	703.11
703	444	Main Bedroom	Crack below cornice	1a	703.12
704	445	Entrance	Missing paint on cornice above door	13	704.1
704	446	Entrance	Paint has peeled off the doorframe	13	On file
704	447	Dining Room	Moisture staining on carpet	3	704.2
704	448	Main Bedroom	Gap between the skirting board and the wall was observed.	1b	On file
704	449	En-suite	Cracked plaster around light fitting	16	On file
704	450	En-suite	Moisture stain on roof	3	On file
704	451	Balcony	Rust stains on balustrade	8	704.3
704	452	Kitchen	Light fitting not flush with ceiling	11	On file
704	453	Kitchen	Messy grout below cupboards	11	On file
704	454	Study	Crack above door	1a	On file
704	455	Laundry	Drain is rusting	8	704.4
705	456	West en-suite bathroom	Water staining was observed just outside the shower.	5	705.1
705	457	Balcony – east	Missing sealant was observed between the ceiling and the wall.	11	705.2



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
705	458	Balcony	Rusting was observed in the fire sprinkler & light fitting.	8	On file
706	459	Balcony	Untidy sealant was observed in the expansion joint.	11	706.1
706	460	Balcony – east	Horizontal cracking was observed in the adjacent balustrade.	2	706.2
706	461	Balcony	Rusting in metal elements of the balustrade was observed.	8	706.3
707	462	Entrance	Paint missing on the ceiling	13	On file
707	463	Entrance	Patchy repair on ceiling	17	707.1
707	464	Entrance	Paint on skirting	11	On file
707	465	Dining Room	Crack below window sill	1a	707.2
707	466	Dining Room	Window hinges have rusted	8	707.3
707	467	Dining Room	Crack between window sill and frame	1	On file
707	468	Dining Room	Paint from feature wall not meeting skirting and cornices	11&13	707.4
707	469	Kitchen	The top surface of the bench is peeling away	15	707.5
707	470	Kitchen	Messy/cracked grout between bench and wall	11&1	707.6
707	471	Kitchen	Messy grout between floor tiles and cupboards	11	707.7
707	472	Bathroom	Door sill has moisture staining	3	On file
707	473	Bathroom	Peeling/messy render between ceiling and wall	11&12	On file
707	474	Bathroom	Mould growth on the grout around the bath tub	3	707.8
707	475	Study	Patchy repair	17	On file
707	476	Main Bedroom	Water ingress around window	4	On file
707	477	Main Bedroom	Chipped skirting	15	On file
707	478	Main bedroom	Separation crack between window sill and wall	1	On file
707	479	Wardrobe	Patchy roof repairs	17	On file
707	480	En-suite	Messy grout around shower enclosure	11	On file
707	481	Decorative Balcony	Moisture marks and mould on balustrades	3	On file
707	482	Decorative Balcony	Cracked balustrades	1c	On file
707	483	Decorative Balcony	Stone level significantly lower than original	15	On file
707	484	Decorative Balcony	Water sealant, black and visible	11	On file
707	485	Bedroom 1	Crack between window frame and window sill	1	On file
707	486	Living Room	Cracking in the cornice was observed.	1c	On file
707	487	Living Room	Water ingress below window, carpet is stained	3&4	On file



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
707	488	Balcony	Balustrade cracked and paint peeling	1c&13	On file
707	489	Balcony	Mould growth on ceiling	3	On file
707	490	Balcony	Crack along the wall of the unit	1c	On file
707	491	Balcony	Messy grout along the balustrade	11	On file
708	492	Entrance	Separation crack between the door frame and wall	1	708.1
708	493	Entrance	Chipped plaster above the cornice	16	On file
708	494	Living Room	When one sliding door is closed with mild force the other one opens	14	On file
708	495	Living Room	The hob beneath the door leading to the balcony is chipped and indented	15	On file
708	496	Living Room	Separation crack between the skirting and sliding door	1b	708.2
708	497	Living Room	Crack in plaster between hallway and lounge room	1a	On file
708	498	Living Room	Messy render around light switch in hallway	11	On file
708	499	Kitchen	Lights not flush against the ceiling	11	On file
708	500	Kitchen	Broken plaster around the ceiling light	16	On file
708	501	Kitchen	Water stain on window sill	3	708.3
708	502	Kitchen	Cracking around window frame	1	On file
708	503	Kitchen	Crack in ceiling skirting	1b	On file
708	504	Kitchen	Missing paint- adjacent to fridge and around phone	13	708.4
708	505	Laundry	Paint peeled off top of doors exposing steel below	13	708.5
708	506	Bathroom	Door frame missing paint	13	On file
708	507	Bathroom	Peeling paint between ceiling and wall	13	On file
708	508	Bathroom	Lights not flush with ceiling	11	On file
708	509	Bathroom	Paint missing around one light	13	On file
708	510	Bedroom 1	Chipped paint on wall and missing paint on the ceiling	13	On file
708	511	Bedroom 1	Peeling paint between ceiling and wall	13	On file
708	512	Bedroom 1	Lights not flush with ceiling	11	On file
708	513	Bedroom 2	Paint missing from the door frame	13	On file
708	514	Bedroom 2	Floods under the window and around the wardrobe during times of rain	4	On file



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
708	515	Main Bedroom	Paint missing from the door frame	13	On file
708	516	Main Bedroom	Chipped plaster on wall	16	708.6
709	517	Balcony	Rusting in metal elements of the balustrade was observed.	8	709.1
709	518	Balcony	Staining on exterior face of the balustrade was observed.	3	709.2
709	519	Balcony – east	Missing sealant was observed between the ceiling and the wall.	11	709.3
710	520	Balcony	A crack greater than 1mm in width was observed between the balustrade and adjoining wall on the West of the balcony.	3	710.1
710	521	Balcony	A crack greater than 1mm in width was observed between the balustrade and adjoining wall on the West of the balcony.	3	710.2
710	522	Balcony	2 cracked tiles were observed on the balcony floor.	15	710.3
711	523	Kitchen	Damaged shelf was observed.	15	711.1
711	524	Living room – north	Damaged timber under the window frame. It was reported that the window does not close properly.	14	711.2
711	525	Living room/east balcony	Gap greater than 3mm was observed between the sliding door and the wall.	11	711.3
711	526	Living room – exterior	Multiple vertical crack were observed under the living room window.	1a	711.4
711	527	West balcony	Missing sealant was observed in the expansion joint.	11	711.5
711	528	Balcony	Rusting was observed in the light fitting, fire sprinkler, gas fitting and fire sprinkler on the exterior face of the living room.	8	On file
712	529	Storage area	Glue appears to be left on the door frame.	11	On file
712	530	East bedroom	Gap between the wall and the door frame to the balcony was observed.	11	On file
713	531	Balcony	A crack greater than 1mm in width was observed between the balustrade and adjoining wall on the South of the balcony.	2	713.1
713	532	Balcony	Rust staining was observed on the soffit of the balcony above.	8	713.2
714	533	Living room	Missing sealant was observed between the sliding door frame and the wall.	11	714.1
714	534	Balcony – south-west	Stains in walls were observed in multiple locations.	3	714.2
801	535	Balcony	A tile in the South West corner of the balcony has become	15	801.1



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
			completely dislodged		
801	536	Balcony	A crack greater than 1mm was observed between the balustrade and adjoining wall on the South West corner of the balcony.	2	801.2
802	537	East en-suite bathroom	Rust in bottom of the door frame was observed.	8	802.1
802	538	Laundry	It was reported that bad smell comes from the laundry drain.	6 & 14	802.2
802	539	Laundry	Laundry doors can not be closed.	14	802.3
802	540	Balcony	Rusting was observed in the light fitting and in the ceiling.	8	802.4
802	541	Balcony – south	Water staining and cracking was observed adjacent to the balustrade.	3	802.5
802	542	Exterior west bedroom wall	Chipped render was observed on the wall.	12	802.6
802	543	Living room – south	Cracking between the window frame and the wall was observed on the exterior of the window.	2	802.7
803	544	North bedroom	Cracking was observed in the west wall.	1a	803.1
804	-	-	No noticeable defects were observed in this unit	-	-
805	545	Balcony	Rusting in the fire sprinkler was observed.	8	805.1
806	546	Living room	Missing sealant was observed between the window and the wall.	11	806.1
806	547	East bedroom - west	Gap of 2mm was observed between the skirting board and the wall.	1b	806.2
806	548	Balcony	Missing sealant was observed between the ceiling and the wall.	11	806.3
806	549	Balcony – west	Full length horizontal crack was observed on the wall.	2	806.4
807	550	Kitchen	Fan is dislodged	15	807.1
807	551	Kitchen	Mould on roof	3	
807	552	Laundry	Cover on the dryer is missing	15	807.2
807	553	En-suite and Bathroom	Mould around vanity and in shower enclosure	3	On file
807	554	En-suite and Bathroom	Toilet seats are loose	15	807.3
807	555	Main Bedroom	Penetration in wall, revealing screw	11	807.4
807	556	Main bedroom	Missing paint	13	On file
807	557	Wardrobe	Cracked/chipped plaster	16	On file
807	558	Bedroom 1	Missing Paint	13	On file



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
807	559	Balcony	Cracked balustrade	1c	807.5
807	560	Balcony	Rusting on ceiling and light fitting	8	807.6
807	561	Living Room	Bubbled plaster below window	16	On file
807	562	Entrance	Repair works have not been repainted	17	807.7
808	563	Living Room	Separation cracking was observed between the step to the balcony and the surrounding wall and door frame.	1a	808.1
808	564	Kitchen	The kitchen range hood was observed to be out of line.	11	808.2
808	565	Eastern Balcony	A crack in the balustrade glass was observed	2	808.3
808	566	Eastern Balcony	Render adjacent to the door to the kitchen was observed to be chipped	12	808.4
808	567	Southern Balcony	A crack was observed between the balustrade and adjoining wall on the West of the balcony.	2	808.5
808	568	Southern Balcony	A crack was observed between the balustrade and adjoining wall on the East of the balcony	2	808.6
809	-	-	No access to this unit was provided.	-	-
810	569	West bedroom	Extensive gap was observed between the skirting board and the wall.	1b	810.1
810	570	Adjacent to west bathroom door	Extensive gap was observed between the skirting board and the wall.	1b	810.2
810	571	Balcony - west	Cracking of 2mm was measured between the balustrade and the wall.	2	810.3
810	572	Balcony	Rusting was observed in the fire sprinkler & light fitting.	8	On file
811	573	Sun Room	It was observed that no stopper exists to dampen the impact of the sliding door and damage was observed on the plasterboard wall.	15	811.1
811	574	Western Balcony	A horizontal crack greater than 1 mm in width was observed on the North Eastern corner of the balcony.	2	811.2
811	575	Eastern Balcony	A horizontal crack greater than 1mm in width was observed on the Western wall.	2	811.3
811	576	Eastern Balcony	A vertical crack greater than 1 mm in width was observed on	2	811.4



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
			the upper portion of the Eastern wall.		
812	577	Laundry	Large gap was observed between the frame and the door.	1a	812.1
812	578	Balcony - south	Missing render was observed adjacent to the balcony.	12	812.2
812	579	Balcony	Missing silicon was observed between the balustrade and the slab.	11	812.3
812	580	Balcony	Gap greater than 125mm was observed between the balustrade and the wall.	18	812.4
813	581	Balcony - south	Crack was observed between the balustrade and the wall.	2	813.1
813	582	Balcony - south/living room	Rust was observed on the metal along the living room window.	8	813.2
814	583	East bathroom	Dislodged hinge in the shower was observed.	14	814.1
814	584	Balcony – south-west	Water staining was observed in balustrades/balcony walls.	3	814.2
814	585	Balcony – west	Staining and cracking were observed on the balustrade.	3	814.3
901	586	Balcony	A crack greater was observed between the balustrade and adjoining wall on the East of the balcony.	2	901.1
901	587	Balcony	Render was observed to be spalling from the upper section of the Eastern wall.	12	901.2
901	588	Balcony	A crack greater than 1mm was observed between the balustrade and adjoining wall on the West of the balcony.	2	901.3
902	589	South Western Bedroom	A crack beneath the cornice was observed	1a	902.1
903	590	East bedroom	Gap in the ceiling was observed.	1a	903.1
903	591	Balcony	Rusting was observed in the fire sprinkler & light fitting.	8	903.2
904	592	Dining Room	Marking on cornice, above bedroom door	3	On file
904	593	Balcony	Messy finish between door frame and wall	11	On file
904	594	Balcony	Messy attachment of pipes coming from the wall	11	904.1
904	595	Balcony	Peeling paint below the pipes	13	904.1
904	596	Balcony	Crack along the bottom of the wall	1c	904.2
904	597	Living Room	Mark on cornice	3	On file
904	598	Kitchen	Messy sealant around the sink	11	904.3
904	599	Kitchen	Mark on the ceiling	3	On file
904	600	Laundry	Water staining in the form of efflorescence on the drain	3	904.4



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
904	601	Laundry	Staining on the wall	3&6	On file
904	602	Bathroom	Messy grout around the door	11	On file
904	603	Bathroom	Chipped plaster around the light fitting	16	On file
904	604	Main Bedroom	Missing paint above the skirting	13	On file
905	605	Kitchen	Twisted down-lights were observed.	11	905.1
905	606	Laundry	It was reported that light isn't working.	14	905.2
905	607	Hallway	Crack between the cornice and the ceiling was observed.	1a	905.3
905	608	Balcony – north-east	Horizontal cracking was observed in columns.	2	905.4
905	609	Balcony	Missing silicon was observed in the junction between sliding door frame and the ceiling.	11	905.5
906	610	Living room/balcony	It was reported that balcony doors do not close properly.	14	906.1
906	611	East bedroom	Window glass is too short for the frame.	14	906.2
907	612	Entrance	Carpet join is very evident	11	907.1
907	613	Kitchen	Cracked/indented plaster on fridge cabinet	16	On file
907	614	Living Room	Crack below window sill	1	907.2
907	615	Living Room	Gap between the skirting board and the wall was observed.	1b	907.3
907	616	Living Room	Indent in hob beneath sliding door	10	907.4
907	617	Living Room	Cracked plaster, adjacent to sliding door	16	907.4
907	618	Living Room	Crack below sliding door	1	907.4
907	619	Balcony	Missing paint on balustrade	13	On file
907	620	Balcony	Cracking on balustrade	1c	907.5
907	621	Laundry	Missing paint on the door frame	13	907.6
907	622	Bedroom	Chipped plaster on the walls	16	907.7
907	623	Bedroom	Missing paint	13	On file
907	624	Bathroom	Crack between walls	1a	907.8
908	625	Living room/balcony	Missing silicon was observed between the sliding door frame and the adjacent wall.	11	908.1
908	626	South bathroom	Small rust stains were observed in the fire sprinkler.	8	908.2
908	627	Balcony – south	Crack in the wall larger greater than 1mm was observed.	2	908.3
909	628	Kitchen	The kitchen range hood was observed to be out of line.	14	909.1



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
909	629	Bathroom	Ponding water was observed surrounding the bathroom drain.	6	909.2
909	630	Bathroom	Water staining was observed on the bathroom ceiling above the shower and surrounding the vent.	5	909.3
909	631	Living Room	Damaged plasterboard was observed adjacent to the bathroom entrance	16	909.4
909	632	Hallway	The folding doors in the hallway did not properly operate.	14	909.5
909	633	Balcony	The waterproofing on the Eastern and Western sections of the balcony have been repaired and are left untiled.	17	909.6 and 909.7
910	634	Living Room	The plasterboard wall was observed to be damaged adjacent to the balcony entrance.	16	910.1
910	635	Western Bedroom	A crack was observed in the skirting along the Southern wall.	1b	910.2
910	636	Balcony	A crack was observed between the balustrade and adjoining wall on the West of the balcony.	2	910.3
910	637	Balcony	Rust staining was observed on the soffit of the balcony above.	8	910.4
911	638	Exterior north wall of the unit	Rusting was observed in the metal.	8	911.1
911	639	West balcony – ceiling	Rust stains were observed in the ceiling.	8	911.2 & 911.3
911	640	West balcony – north	Blocked spitter/drainage hole.	6	911.4
911	641	East balcony.	Missing sealant was observed between the ceiling and the wall.	11	911.5
911	642	East balcony – east	Missing render was observed adjacent to the balcony.	12	911.6 & 911.7
911	643	East balcony – west	Concrete debris and cracking greater than 1mm in the wall were observed.	2	911.8
912	644	Balcony – north	Gap between the balustrade and the wall is greater than 125mm.	18	912.1
912	645	Balcony – north	Cracking and chipped render were observed on the balcony slab.	2 & 12	912.2
912	646	Balcony – south	Vertical crack greater than 1mm was observed in the wall adjacent to the balcony.	2	912.3 & 912.4



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
912	647	North bedroom	Cracking in the wall and missing silicon were observed.	2 & 11	912.5
912	648	Balcony	Rusting was observed in the fire sprinkler & light fitting.	8	912.6
913	649	Hallway	The hinges of the folding storage doors have been damaged and hence the doors do not operate properly.	14	913.1
913	650	Kitchen	The kitchen range hood was observed to be out of line.	11	913.2
913	651	Balcony	A crack was observed between the balustrade and adjoining wall on the South of the balcony.	2	913.3
914	652	Balcony – south-west	Staining on walls was observed in multiple locations.	3	914.1
914	653	Balcony – north	Gap/missing sealant was observed between the window frame and the wall.	11	914.2
Carpark – B2	654	Car space P317	Crack of 1.5mm was measured in the floor slab.	1c	C1
Carpark – B2	655	Adjacent to car space P317	Crack of 1.5mm was measured in the floor slab.	1c	C2
Carpark – B2	656	Above car space P510	Water staining was observed in the ceiling.	3	C3
Carpark – B2	657	Car space P611	Crack of 1.5mm was measured in the floor slab.	1c	C4
Carpark – B2	658	Car Space P414	Large vertical and horizontal displacements were observed at the expansion joint.	11	C5
Carpark – B2	659	Car Space P111	Water staining and moisture were observed in the floor and the adjacent wall.	3	C6
Carpark – B2	660	Driveway from Piccadilly Place	Gap between the wall and the kerb were measured to be greater than 10mm.	1c	C7
Carpark – B2	661	Car space P613	Crack of 1.5mm was measured in the floor slab.	1c	C8
Carpark – B2	662	Car space P113	Crack of 1.5mm was measured in the floor slab.	1c	C9
Carpark – B2	663	Above car space P205	Cracking and water staining were observed in the ceiling.	1c & 3	C10



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
Carpark – B2	664	Adjacent to car space P203	Missing cap from the “slab pipe” and water staining were observed.	15	C11
Carpark – B2	665	Adjacent to car space P203	Crack of 2 mm was measured in the floor slab.	1c	C12
Carpark – B2	666	Across P309	Cracking and staining were observed in the ceiling.	1c & 3	C13
Carpark – B2	667	Above car space P201	Cracking in the ceiling was observed.	1c	C14
Carpark – B2	668	Above car space P201	Cracking and staining were observed in the ceiling.	1c & 3	C15
Carpark – B2	669	Above car space P802	Cracking and staining were observed in the ceiling.	1c & 3	C16 & C17
Carpark – B2	670	Adjacent to car space M1	Cracking of 1.5mm was observed in the floor slab.	1c	C18
Carpark – B2	671	Car space P307	Cracking of 1.5mm was observed in the floor slab.	1c	C19
Carpark – B2	672	Car space P903	Cracking and staining were observed in the ceiling.	1c & 3	C20
Carpark – B2	673	Car space P307	Cracking and staining were observed in the ceiling.	1c	C21
Carpark – B2	674	Adjacent to car space P501	Large vertical and horizontal displacements were observed at the expansion joint.	11	C22
Carpark – B2	675	Adjacent to car space P909	Cracking of 1.5mm was observed in the floor slab.	1c	C23
Carpark – B2	676	Adjacent to car space P116	Cracking of 1.5mm was observed in the floor slab.	1c	C24
Carpark – B2	677	Car space P414	Large vertical and horizontal displacements were observed at the expansion joint.	11	C25
Lift shaft	678	Far west lift shaft	Water table of approximately 50mm was observed in the lift shaft.	5 & 6	L1 – L4



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
East Stairwell	679	Level 10	Staining and moisture were observed in walls.	3	S1
East Stairwell	680	Level 10 & Level 9	Cracking and formwork remains were observed in soffits of stairs in Level 10, 9 & 8.	1c & 11	S2 – S4
East Stairwell	681	Level 8 and most of other levels	Nails popping out of the stair soffit was observed in numerous locations on most levels.	11	S5
East Stairwell	682	Level 8	Gap between stairs and the wall was measured to be over 20mm.	11	S6
East Stairwell	683	Level 7	Larger than necessary hole was observed around the metal pipe.	11	S7
East Stairwell	684	Level 5	Gap between stairs and the wall was measured to be greater than 30mm.	11	S8
East Stairwell	685	Ground level exit door from East Stairwell	Rusting was observed in metal parts of the door and door frame.	8	S9
Central Stairwell	686	Level 10	Leftover materials were observed in the slab-ceiling.	11	S10
Central Stairwell	687	Level 9	Nails popping out of the ceiling, and exposed reinforcement bars were observed in the ceiling.	11	S11
Central Stairwell	688	Level 8	Cracking in the ceiling of 1.5mm was measured.	1c	S12
Central Stairwell	689	Level 7	Formwork/timber leftovers were observed in the soffit of stairs.	11	S13
Central Stairwell	690	Level 7	Saw dust was observed in the soffit of stairs.	11	S14
Central Stairwell	691	Level 6	Formwork/timber leftovers were observed in the soffit of stairs.	11	S15
Central Stairwell	692	Level 5	Large hole was observed in the ceiling, and conduit left in the south wall.	19	S16 – S17
Central Stairwell	693	Level 5	Metal “plate” was observed in the ceiling.	11	S18



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
Central Stairwell	694	Level 4 and most other levels	Nails popping out of the ceiling were observed around the metal pipe.	11	S19
Central Stairwell	695	Level 1	Gap between stairs and the wall was measured to be greater than 50mm.	11	S20
Central Stairwell	696	Ground level exit door from Central Stairwell	Rusting was observed in metal parts of the door and door frame.	8	S21 & S22
West Stairwell	697	Level 9	Exposed reinforcement bars were observed in the north wall.	9	S23
West Stairwell	698	Level 8	Metal “plate” was observed. Nails popping around metal pipe and walls was observed on most levels.	11	S24
West Stairwell	699	Level 7	Exposed reinforcement bars were observed in the raiser of level 7 stairs.	9	S25
West Stairwell	700	Level 4	Gap greater than 10mm was observed between the wall and stairs.	11	S26
West Stairwell	701	Level 2	Gap greater than 10mm was observed between the wall and stairs.	11	S27
West Stairwell	702	Ground level exit door from West Stairwell	Rusting was observed in metal parts of the door and door frame.	8	S28
Hallways	703	Comms cupboard & Fire Hose Reel Rooms	Unpainted walls of rooms were observed on all levels.	13	H1 – H3
Hallways	704	Adjacent to Unit 106	Dislodged fire sprinkler was observed in the ceiling.	11	H4
Hallways	705	Adjacent to Unit 203	Vertical crack greater than 1mm was observed in the wall junction.	1a	H5
Hallways	706	Level 3 east side – garbage room	Dislodged ventilation grill on the wall was observed.	15	H6
Hallways	707	Level 2 west side – garbage room	Peeling paint was observed on the floor of most garbage rooms.	13	H7
Hallways	708	Level 4 - East elevators	Dislodged ventilation grill was observed adjacent to elevators.	15	H8
Hallways	709	Level 8 east side – garbage room.	Honeycombing was observed in the wall.	11	H9
Hallways	710	All comms cupboard rooms.	Penetration hole appears to be greater than necessary for cobs.	19	H10
Hallways	711	Level 6 west side – garbage room.	Large gaps between walls and between wall and the ceiling	1a	H11



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
			were observed.		
Hallways	712	Level 6 west side – garbage room.	Dislodged ventilation grill on the wall was observed.	15	H12
Hallways	713	Level 7 west side – garbage room.	Missing ventilation grill from the wall was observed.	15	H13
Hallways	714	Level 8 west – garbage room.	Cracking at junction between two walls was observed.	1a	H14
Hallways	715	Level 8 west – comms cupboard room.	Unaligned plasterboards walls were observed.	11	H15
Hallways	716	Level 8 west – west window.	Gap between window sill and the wall was observed to be greater than 1mm.	1b	H16
Hallways	717	Level 8 west – adjacent to elevators.	Dislodged ventilation grill was observed in the ceiling.	15	H17
Pool & Gym Area	718	Pool.	Rusting was observed in numerous areas of the pool.	8	PG1 7 PG 2
Pool & Gym Area	719	Pool area – north-east.	Rusting in metal was observed on the wall.	8	PG3
Pool & Gym Area	720	Pool area – east side.	Gaps between the ventilation grills and the ceiling were observed.	11	PG4
Pool & Gym Area	721	Pool area – east side.	Build-up of white matter was observed on window handles.	3	PG5
Pool & Gym Area	722	Pool area – south side.	Gap between the wall and ceiling was observed.	1b	PG6
Pool & Gym Area	723	Pool area – south-west.	Bubbling and blistering of paint was observed in the ceiling.	13	PG7
Pool & Gym Area	724	Gym area – south.	Gap between metal covers was observed.	11	PG8
Pool & Gym Area	725 & 26	Gym area – west.	Large hole and dislodged fire sprinkler were observed in the ceiling.	15 & 19	PG9
Pool & Gym Area	726	Gym area – north.	Gap between hollow cable coverings and the wall was observed.	11	PG10
Pool & Gym Area	727	Entrance – north.	Rusting in handrails was observed.	8	PG11
East	-	East elevation.	Overview of the elevation.	-	E1



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
Elevation					
East Elevation	729	East elevation.	Water staining was observed along a number of balconies on the left drop.	3	E2
East Elevation	730	Ground level / pool wall.	Rust staining was observed in the wall.	8	E3
North Elevation	731	Ground level.	Missing/inadequate sealant was observed in the control joint.	11	E4
North Elevation	-	North elevation.	Overview of north elevation.	-	E5
North Elevation	732 & 733	East end – entrance to pool/gym area.	Horizontal cracking, water staining and peeling paint were observed on walls.	2 & 3	E6
North Elevation	734	East end – first floor.	Horizontal cracking adjacent to control joint was observed on the first floor.	2	E7
North Elevation	735	Central area.	Missing/chipped sections of render on the wall were observed on the second floor.	12	E8
North Elevation	736	West end.	Water staining on balcony walls was observed.	3	E9
North Elevation	737	West end.	Missing/chipped sections of render on the wall were observed between second and third floor.	12	E10
North Elevation	738	West end.	Water staining on balcony walls was observed.	3	E11
North Elevation	739	West end.	Missing/chipped sections of render on the wall were observed in numerous locations.	12	E12 & E13
North Elevation	740	West end.	Vertical crack was measured to be 4mm on the terrace wall.	3	E14
North Elevation	741	North-east corner.	Missing/chipped sections of render on walls were observed.	12	E15
West Elevation	-	West elevation.	Overview of the west elevation.	-	E16
West	742	First floor terrace wall.	Numerous water stains were observed on the wall.	3	E17 &



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
Elevation					E18
West Elevation	743	Central area.	Numerous cracks were observed in the “red column”/	2	E19
West Elevation	744	South end – top levels.	Water staining was observed in numerous locations along balcony edges.	3	E20
South Elevation	-	South elevation – west end.	Overview of the elevation.	-	E21
South Elevation	745	Central area.	Numerous cracks and previous repairs were observed on the façade.	2 & 17	E22
South Elevation	746	West end fire exit door.	Rusting was observed in metal parts of the door.	8	E23
South Elevation	747	West end – first floor.	Water staining was observed on the wall.	3	E24
South Elevation	748	West end – first floor.	Crack of 1.5mm was measured in the balustrade wall.	2	E25
South Elevation	749	Central area fire exit door.	Rusting was observed in metal parts of the door.	8	E26 & E27
South Elevation	750 & 751	Central area.	Missing render and untidy section of the façade was observed between level 1 and 2.	11 & 12	E28
South Elevation	752	Central area.	Missing render adjacent to exit doors.	12	E29
South Elevation	753	Central area.	Missing/inadequate sealant was observed in vertical control joint.	11	E30
South Elevation	754	Piccadilly Place elevation.	Numerous water stains were observed on the wall adjacent to the carpark entrance.	3	E31 & E33
South Elevation	755	Central area.	Numerous water stains were observed at balcony slab edges.	3	E32
South Elevation	756	East end.	Numerous water stains were observed at balcony slab edges.	3	E34 & E35
South	757	South-east corner.	No sealant was found in the control joint.	11	E36



Unit No.	Defect No.	Defect Location	Comment	Defect Type	Photo No.
Elevation					
South Elevation	758	South-west stairwell.	Numerous rust sections were observed in handrails.	8	E37
South Elevation	759	South-west stairwell.	Nails popping out of the ceiling were observed.	11	E38
South Elevation	760	South-west stairwell.	Rusted reinforcement bar was observed adjacent to the exit doors.	9	E39
South Elevation	761	South-west stairwell.	Rusted metal was observed in the ceiling/wall just above the exit doors.	9	E40
South Elevation	762	South-west stairwell.	Rusting was observed in metal parts of exit doors.	8	E41

6.0 CONCLUSIONS

As advised above our inspection has confirmed that the building contains a significant number of construction related defects.

In particular, this report has identified some seven hundred and sixty two (762) individual defects. Each instance has been categorised into the nineteen (19) defect types listed in section 4.0. In each defect type the specific breach in accordance with the relevant standards and regulations has been identified.

We consider that all of the identified defects result from defective work and are thus the responsibility of the builder.

We thus recommend the following course of action:

1. Initially we recommend that this report be presented to the builder with a view to having the defects repaired. As part of this process, further testing would be required to ensure all defective items are identified and corrected.
2. Should the above attempt to reach a negotiated outcome with the builder be unsuccessful then we recommend recourse through either the Consumer Trader and Tendering Tribunal (CTTT) or the Court System. In this regard we suggest that you obtain legal advice.
3. In the event that the matter proceeds through either the CTTT or the Court System we confirm that we would be able to act as an expert witness in this matter. In this regard the contents of our report would need to be converted to format as an expert witness statement including a Scott Schedule with detailed repair methodologies and costing of the defects. We note that in this instance we recommend that a more detailed inspection involving removal of finishes and further testing be carried out.

Whilst this would involve additional cost and disturbance, we advise that this would be required to allow the greater certainty required by an expert witness statement.

Finally, we trust that the above report meets your present requirement.

As noted this report has been prepared as an initial defect report and not an expert witness statement. If required we can prepare the latter (based on this report and the additional investigations noted above) under the direction of your legal practitioner.

If you wish to discuss any aspect of this report, please do not hesitate to contact the undersigned.

Yours Faithfully,

Milivoj Vojvodic

Project Engineer

DEMLAKIAN STRATA & REMEDIAL

Encl. Appendix A
Appendix B



APPENDIX A

Conditions of Report



CONDITIONS OF REPORT

This inspection has been executed and the report compiled in accordance with the terms and conditions as listed hereunder:-

1. This report is prepared for the exclusive use of the Client and may not be copied in part or in full without the prior written consent of Demlakian Strata & Remedial (**DS&R**).
2. This report is prepared for the exclusive purpose of assessment of the structural condition of, and recommendation of remedial actions as specified in section 2.0 of the report, and may not be suitable for any other purpose.
3. The site inspection was visual in nature and therefore the observations made in this report do not include unexposed degradation of structural components due to either infestation of foreign matter or concealed corrosive attack whose damage is not visually obvious.
4. DS&R shall use its best endeavours at all times but any inspection carried out by DS&R is made on a visual basis only. Unless noted otherwise, the inspection generally is made without the removal of any elements of the building or its contents or the earth adjacent to the structure. The inspection and report is limited to areas described on the title page and where reasonable access is available and does not cover damage or distress concealed by floor coverings, large furniture, features or any other elements.
5. Any cavity-brick building structure within 1km of the coast line, and more than 30 years old, may have corroding brick ties and wind erosion of lime mortar within the cavity and/or roof spaces. These items are not readily visible and are not covered in this report, but we recommend that they be periodically inspected within an on-going maintenance program and repaired as needed.
6. In the course of inspecting rendered walls or tiled areas (such as bathrooms and laundry areas), it is accepted practice to check only a sample of the wall finishes to identify areas of drumminess. The size of sample taken is then assumed to be representative of the general state and condition of the overall wall finishes. Therefore, it is anticipated that not every individual instance of drummy render or loose tiling would be identified and recorded. Therefore, in the event that this information is required, then a detailed survey would need to be commissioned.

We have not included within this report, items that we consider to be the responsibility of the Unit and/or Owners Corporation. Typically, these items would include:

Items which would constitute being part of on-going maintenance program required by such properties, such as general 'wear and tear', leaking taps and shower heads, loose curtain rails, misaligned doors to bathroom/kitchen cabinetry.

- Inspecting and testing electrical appliances such as exhaust fans and cook tops and hot water systems etc.
- Drainage systems.
- Damage that may have occurred due to misuse by owners and tenants.



APPENDIX B

Photographs

Strata Plan No. 74790 - Panorama						Defects rectified	
						Defects to be rectified	
						Disputed defects	
	Item No.	Location	Description	Report Reference	No defect identified by plaintiffs in Abigroup unable to understand the defect alleged	Not a defect	Notes
Category 1 - Render							
Accepted	1	External Render Facades	As particularised in Arup Report dated 20 February 2012.	Arup Report dated 20 February 2012			
Disputed	2	Unit 101 Balcony	Chipped render on balcony balustrade and divider wall. Cracking below control joint.	Demlakian Report Defect No. 8, 8.10.		X	Cannot prove that chips were on finished product
Accepted	3	Unit 103 Terrace	Horizontal and vertical cracking on the wall of the building appears to be greater than 1mm.	Demlakian Report Defect No 27			Defective render removed, surface prepared, re-rendered and re-painted.
Disputed	4	Unit 105 Balcony	Separation crack between ceiling and wall and chipped render.	Demlakian Report Defect No. 42		X	Not a separation crack - control joint
Disputed			Chipped render	Demlakian Report Defect No. 43	X		Cannot prove that chips were on finished product
Accepted	5	Unit 111 Terrace	Vertical crack greater than 1mm was observed on the wall.	Demlakian Report Defect No. 56			Defective render removed, surface prepared, re-rendered and re-painted.
Accepted		Unit 111 Terrace	Sandy and chipped render on balustrade wall was observed.	Demlakian Report Defect No. 57			Defective render removed, surface prepared, re-rendered and re-painted.
Accepted		Unit 111 Terrace	Horizontal cracking along the wall of the building was observed.	Demlakian Report Defect No. 58			Defective render removed, surface prepared, re-rendered and re-painted.
Accepted	6	Unit 111 - North Wall of building (west end)	Chipped/stripped off render between expansion joints was observed.	Demlakian Report Defect No. 59			Defective render removed, surface prepared, re-rendered and re-painted.
Accepted	7	Unit 112 Terrace	Cracking in the wall was measured to be greater than 3mm.	Demlakian Report Defect No. 65			This is a control joint with sealant. Sealant to be removed and replaced and then re-painted.
Disputed	8	Unit 113 Terrace	Chipped render was observed on the block wall.	Demlakian Report Defect No. 68		X	Cannot prove that chips were on finished product
Disputed	9	Unit 115 Balcony	Peeled/chipped render on top of balustrade.	Demlakian Report Defect No. 88	X		Cannot prove that chips were on finished product
Accepted	10	Unit 116 Terrace	Missing render and signs of previous repairs were observed.	Demlakian Report Defect No. 93			Repaired and re-painted.
Disputed	11	Unit 117 South Terrace	Chipped render was observed.	Demlakian Report Defect No. 95		X	Cannot prove that chips were on finished product
Accepted	12	Unit 117 West Terrace	A vertical crack and water stalactites were observed.	Demlakian Report Defect No. 96			Remove render to expose brick work and concrete in the area adjacent to the crackings, clean the sub surface, re-render area and paint.
	13	Unit.201 - Balcony	Vegetation growth was observed along the balustrade wall, most likely due to inadequate water runoff drainage.	Demlakian Report Defect No. 100		X	Maintenance issue
Disputed	14	Unit 203 Balcony	Cracking near top of wall. Spalling concrete was observed surrounding the fire sprinkler outlet on the balcony. The owner reported that dripping has been observed emanating from this defect.	Demlakian Report Defect No. 105		X	Not a separation crack - control joint
Accepted	15	Unit 213 Balcony	Balustrade wall Crack was measured to be 1.5mm on top of the balustrade wall. On the external face of the balustrade, previous repairs have been observed. This section hasn't	Demlakian Report Defect No. 157			Remove the spalled concrete, re-patch and re-paint.
Accepted	16	Unit 214 Balustrade wall	A horizontal crack was observed in the upper portion of the balcony wall.	Demlakian Report Defect No. 160 and 162			Re-paint required.
Accepted	17	Unit 215 Balcony	Cracking greater than 1mm and missing sealant were observed on the west side of the balcony.	Demlakian Report Defect No. 164			Control joint to be added with associated patch and paint
Accepted	18	Unit 216 Balcony	Horizontal crack greater than 1mm was observed on the balcony.	Demlakian Report Defect No. 166			Control joint needs to be tidied up and touched up. No sealant required.
Accepted	19	Unit 303 Balcony	Cracking was observed on the slab edge on the exterior to the balustrade.	Demlakian Report Defect No 172			Repair and re-paint
Accepted		Unit 303 Balcony	Cracking greater than 2mm was observed in the wall.	Demlakian Report Defect No 173			Repair and re-paint
Accepted	20	Unit 306 Balcony	Horizontal cracking in walls greater than 1mm was observed in multiple locations.	Demlakian Report Defect No. 178			Repaired and re-painted
Accepted	21	Unit 308 Balcony	Vertical cracking over 1mm was observed in the wall.	Demlakian Report Defect No. 184			Repaired and re-painted
Accepted	22	Unit 311 East Balcony	Horizontal cracking was observed adjacent to the balustrade.	Demlakian Report Defect No. 190			Repaired and re-painted
Accepted		Unit 311 East Balcony	Crack in the render greater than 1mm was observed.	Demlakian Report Defect No. 191			Removed render adjacent to crack, cleaned substrate, re-rendered and re-painted.
Accepted	23	Unit 311 West Balcony	Vertical cracking in the wall was measured to be greater than 2mm.	Demlakian Report Defect No. 192			Removed render adjacent to crack and around to reveal of window, cleaned substrate, re-rendered and re-painted.
Accepted	24	Unit 312 Balcony		Demlakian Report Defect No. 193			Removed render adjacent to crack, cleaned substrate, re-rendered and re-painted.

Status	Item No.	Location	Description	Report Reference	No defect identified by plaintiffs in Abigroup unable to understand the defect alleged	Not a defect	Notes
Accepted		Unit 312 Balcony	Balcony Cracking in the slab along the balustrade edge was observed. Missing sealant was observed in the junction between the balustrade and the concrete slab.	Demlakian Report Defect No. 194			Removed section of render, re-patched and re-painted.
Accepted		Unit 312 Balcony	Chipped render was observed adjacent to the balustrade.	Demlakian Report Defect No. 195			Patched and re-painted
Accepted	25	Unit 314 Balcony	Balcony. Cracking greater than 1mm was observed on the exterior slab edge of the balcony.	Demlakian Report Defect No. 199			Defective render to be removed, sub-surface prepared and new render applied. Area to be re-sealed.
Accepted	26	Unit 401 Balcony	Horizontal & Vertical cracking greater than 1mm was observed in balustrade.	Demlakian Report Defect No. 204			Removed render adjacent to crack, cleaned substrate, re-rendered and re-painted.
Accepted	27	Unit 404 Balcony	Cracking over 2mm was observed on top of the balustrade wall.	Demlakian Report Defect No. 216			Removed section of defective render, re-patched and re-painted.
Accepted		Unit 404 Balcony	Horizontal crack was observed just above the soffit of 404 balcony. Inadequate sealant was observed in the expansion joint.	Demlakian Report Defect No. 217			Joint to be sealed with Sika flex
Accepted	28	Unit 407 Balcony	A vertical crack greater than 1 mm in width was observed on the balustrade.	Demlakian Report Defect No. 225			Joint cut into render, re-painted and re-patched as required
Accepted		Unit 407 Balcony	A vertical crack greater than 1 mm in width was observed on the balustrade.	Demlakian Report Defect No. 226			Joint cut into render, re-painted and re-patched as required
Accepted		Unit 407 Balcony	A horizontal crack greater than 1mm in width was observed on the western wall adjoining the balustrade.	Demlakian Report Defect No. 227			Removed section of render, re-patched and re-painted.
Accepted	29	Unit 408 East Balcony	Cracking greater than 1 mm in width was observed on slab on the external side of the balustrade.	Demlakian Report Defect No. 228			Remove section of render, re-patch and re-paint
Accepted	30	Unit 408 South Balcony	A crack greater than 1 mm in width was observed on the balustrade above the Western control joint.	Demlakian Report Defect No. 231			Remove section of render (including drummy render), re-patch and re-paint.
Accepted	31	Unit 409 Balcony	Crack between the balustrade and the wall was measured to be greater than 3mm.	Demlakian Report Defect No. 234			Removed section of render, re-patched and re-painted.
Disputed			Chipped render on top of the balustrade were observed in multiple locations. Render appears to be sandy.	Demlakian Report Defect No. 235		X	Cannot prove that chips were on finished product
Disputed	32	Unit 412 Balcony	Cracking between the balustrade and the slab and missing sealant were observed.	Demlakian Report Defect No. 244		X	No joint required, no cracking
Disputed	33	Unit 413 Balcony	Cracking between the balustrade and the slab and missing sealant were observed.	Demlakian Report Defect No. 246		X	No joint required, no cracking
Disputed	34	Unit 416 Balcony	Cracking along the joint of the balustrade and party wall was observed.	Demlakian Report Defect No. 261		X	Not a separation crack and within acceptable tolerance
Accepted		Unit 416 Balcony	A vertical crack greater than 1mm wide was observed Western balcony wall.	Demlakian Report Defect No. 262			Remove section of render, re-patch and re-paint
Accepted		Unit 416 Balcony	A horizontal crack greater than 1 mm wide was observed Western balcony wall.	Demlakian Report Defect No. 263			Remove section of render, re-patch and re-paint
Accepted	35	Unit 502 Balcony	A horizontal 1mm wide was observed on the upper portion of the column.	Demlakian Report Defect No. 298			Defective render to be removed, sub-surface prepared and new render applied. Area to be re-sealed.
Accepted	36	Unit 503 Balcony	Cracking in the wall of 2.5mm was measured.	Demlakian Report Defect No. 301			Removed section of render, re-patched and re-painted.
Accepted	37	Unit 506 Balcony	Horizontal crack greater than 1mm was observed in the wall.	Demlakian Report Defect No. 308			Removed section of render, re-patched and re-painted.
Accepted	38	Unit 508 North Balcony	Horizontal crack appears to be greater than 1mm.	Demlakian Report Defect No. 313			Removed section of defective render, re-patched and re-painted.
Accepted	39	Unit 510 Balcony	Cracking in the balustrade greater than 1mm was measured.	Demlakian Report Defect No. 321-323			Joint not properly established. Repair and re-paint
Disputed	40	Unit 511 Balcony	A diagonal crack 1 mm wide was observed on the Western wall of the Eastern balcony.	Demlakian Report Defect No. 329		X	Not a separation crack
Accepted		Unit 511 Balcony	A crack greater than 1 mm wide was observed in the balcony slab edge.	Demlakian Report Defect No. 330			Removed section of render, re-patched and re-painted.
Accepted	41	Unit 515 Balcony	Staining and crack greater than 1mm between the balustrade and the slab was observed.	Demlakian Report Defect No. 342			Sealed and re-painted
Accepted	42	Unit 516 Balcony	Vertical cracking was observed in the wall adjacent to the balustrade.	Demlakian Report Defect No. 346			Removed section of defective render, re-patched and re-painted.
Accepted	43	Unit 602 Terrace	A horizontal crack greater than 1 mm in width was observed on the South Eastern corner.	Demlakian Report Defect No. 352			Removed section of defective render, re-patched and re-painted.
Accepted		Unit 602 Terrace	A section of render has come away from the South facing facade. In addition, a crack greater than 1 mm in width was observed below the void in the render.	Demlakian Report Defect No. 353			Removed section of defective render, re-patched and re-painted.

Status	Item No.	Location	Description	Report Reference	No defect identified by plaintiffs in Abigroup unable to understand the defect alleged	Not a defect	Notes
Accepted	44	Unit 603 Northern Balcony	Cracking greater than 1mm in width was observed on the slab edge beyond the balustrade.	Demlakian Report Defect No. 355			Remove section of render, re-patch and re-paint
Accepted	45	Unit 603 Terrace	A crack greater than 1 mm in width was observed on the balustrade.	Demlakian Report Defect No. 356			Remove section of render, re-patch and re-paint. Install control joint
Accepted		Unit 603 Terrace	A horizontal crack greater than 1 mm in width was observed on the terrace balustrade and adjoining wall on the North East corner of the terrace.	Demlakian Report Defect No. 357			Defective render to be removed, sub-surface prepared and new render applied. Area to be re-painted.
Accepted		Unit 603 Terrace	A vertical crack greater than 1 mm in width was observed on the Southern wall of the terrace.	Demlakian Report Defect No. 358			Removed section of defective render, re-patched and re-painted.
Accepted	46	Unit 605 Balcony	Render upper section of the Eastern wall appeared to be missing.	Demlakian Report Defect No. 359			Remove section of render, re-patch and re-paint. Install control joint
Disputed	47	Unit 611 Balcony	Chipped render on balustrade.	Demlakian Report Defect No. 383	X		Cannot prove that chips were on finished product
Accepted			Cracking on balustrade.	Demlakian Report Defect No. 385			Defective render to be removed, sub-surface prepared and new render applied. Area to be re-painted.
Accepted	48	Unit 612 Terrace	A crack greater than 1 mm was observed on the terrace balustrade.	Demlakian Report Defect No. 400			Remove section of render, re-patch and re-paint. Install control joint
Accepted		Unit 612 Terrace	A crack greater than 1 mm in width was observed adjacent to the west end of the Southern wall.	Demlakian Report Defect No. 401			Remove section of render, re-patch and re-paint.
Accepted	49	Unit 613 Balcony	Crack in the balustrade greater than 1mm and previous repairs were observed.	Demlakian Report Defect No. 403			Remove section of render, re-patch and re-paint.
Disputed			Chipped and sandy render was observed on top of the balustrade.	Demlakian Report Defect No. 404		X	Cannot prove that chips were on finished product
Accepted	50	Unit 702 Balcony	Cracked render adjacent to the sliding door.	Demlakian Report Defect No. 415			Remove section of render, re-patch and re-paint.
Accepted		Unit 702 Balcony	Crack along the bottom of the wall.	Demlakian Report Defect No. 416			Remove section of render, re-patch and re-paint.
Accepted	51	Unit 706 Balcony	Horizontal cracking was observed in the adjacent balustrade.	Demlakian Report Defect No. 460			Already rectified.
Accepted	52	Unit 707 Balcony	Balustrade cracked and paint peeling.	Demlakian Report Defect No. 488			Removed section of defective render, re-patched and re-painted.
Accepted	53	Unit 710 Balcony	A crack greater than 1mm in width was observed between the balustrade and adjoining wall on the West of the balcony.	Demlakian Report Defect No. 520			Remove section of render, re-patch and re-paint.
Accepted		Unit 710 Balcony	A crack greater than 1mm in width was observed between the balustrade and adjoining wall on the West of the balcony.	Demlakian Report Defect No. 521			Patch and re-paint and re-cut joint.
Accepted	54	Unit 713 Balcony	A crack greater than 1mm in width was observed between the balustrade and adjoining wall on the South of the balcony.	Demlakian Report Defect No. 531			Patch and re-paint and re-cut joint.
Disputed	55	Unit 801 Balcony	Crack greater than 1mm was observed between the balustrade and adjoining wall on the South West corner of the balcony.	Demlakian Report Defect No. 536		X	Not a separation crack
Accepted	56	Unit 807 Balcony	Cracked balustrade.	Demlakian Report Defect No. 559			Remove section of render, re-patch and re-paint. Install control joint
Disputed	57	Unit 808 Eastern Balcony	Render adjacent to the door to the kitchen was observed to be chipped.	Demlakian Report Defect No. 566		X	Cannot prove that chips were on finished product
Accepted	58	Unit 808 Southern Balcony	A crack was observed between the balustrade and adjoining wall on the West of the balcony.	Demlakian Report Defect No. 567			Remove section of render, re-patch and re-paint.
Accepted		Unit 808 Southern Balcony	A crack was observed between the balustrade and adjoining wall on the East of the balcony.	Demlakian Report Defect No. 568			Remove section of render, re-patch and re-paint.
Accepted	59	Unit 810 Balcony	Cracking of 2mm was measured between the balustrade and the wall.	Demlakian Report Defect No. 571			Minor patch and paint + cut in joint properly
Accepted	60	Unit 811 Western Balcony	A horizontal crack greater than 1 mm in width was observed on the North Eastern corner of the balcony.	Demlakian Report Defect No. 574			Remove section of render, re-patch and re-paint.
Accepted	61	Unit 811 Eastern Balcony	A horizontal crack greater than 1mm in width was observed on the Western wall.	Demlakian Report Defect No. 575			Remove section of render, re-patch and re-paint.
Accepted		Unit 811 Eastern Balcony	A vertical crack greater than 1 mm in width was observed on the corner portion of the Eastern wall.	Demlakian Report Defect No. 576			Remove section of render (including drummy render), re-patch and re-paint.
Accepted	62	Unit 812 Balcony	Missing render was observed adjacent to the balcony.	Demlakian Report Defect No. 578			Picked up in the Arup facade defects, so already rectified
Accepted	63	Unit 813 Balcony	Crack was observed between balustrade and the wall.	Demlakian Report Defect No. 581			Remove section of render, re-patch and re-paint.
Accepted	64	Unit 905 Balcony	Horizontal cracking in columns.	Demlakian Report Defect No. 608			Tidied up joints
Accepted	65	Unit 907 Balcony	Cracking on balustrade.	Demlakian Report Defect No. 620			Remove section of render, re-patch and re-paint. Install control joint

Status	Item No.	Location	Description	Report Reference	No defect identified by plaintiffs in Abigroup unable to understand the defect alleged	Not a defect	Notes
Accepted	66	Unit 908 Balcony	Crack in wall greater than 1mm was observed.	Demlakian Report Defect No. 627.			Remove section of render, re-patch and re-paint.
Accepted	67	Unit 910 Balcony	A crack was observed between the balustrade and adjoining wall on the West of the balcony.	Demlakian Report Defect No. 636			Remove section of render, re-patch and re-paint.
Accepted	68	Unit 912 Balcony	Cracking and chipped render observed on balcony slab.	Demlakian Report Defect No. 645.			Patched and re-painted.
Accepted		Unit 912 Balcony	Vertical crack greater than 1mm was observed in the wall adjacent to the balcony.	Demlakian Report Defect No. 646			Removed section of defective render, re-patched and re-painted.
Accepted	69	North Elevation West End	Missing/chipped sections of render on the wall. Vertical cracking.	Demlakian Report Defect No. 737			Patched and re-painted.
Accepted		North Elevation West End	Missing/chipped sections of render on the wall.	Demlakian Report Defect No. 739			Patched and re-painted.
Accepted		North Elevation West End	Vertical cracking.	Demlakian Report Defect No. 740.			
Accepted			Missing/chipped sections of render on the wall.	Demlakian Report Defect No. 741			Patched and re-painted.
Accepted	70	West Elevation - Central area	Numerous cracks were observed in the "red column".	Demlakian Report Defect No. 743.			Removed section of render, re-patched and re-painted.
Accepted	71	South Elevation - Central Area	Numerous cracks and previous repairs were observed on the facade.	Demlakian Report Defect No. 745			Removed section of render, re-patched and re-painted.
Accepted	72	South Elevation - West End.	Crack in balustrade wall.	Demlakian Report Defect No. 748.			Remove section of render, re-patch and re-paint.
Accepted	73	South Elevation - Central Area	Missing render and untidy section of the facade was observed between level 1 and 2. Missing render adjacent to	Demlakian Report Defect No. 750, 751, 752			Render and re-paint
Accepted	74	North Elevation - East End	Horizontal cracking adjacent to control joint was observed on the first floor.	Demlakian Report Defect No. 734			Already rectified
Category 2 - Water Leaks Basement and Lift Pits							
Disputed	1	Lift pits 14,15 and 3	As particularised in Partridge Partners Report dated 5 February 2012.	Partridge Partners Report dated 6 February 2012.		X	
Accepted	2	Carpark B2 - above car space P510	Water staining observed in ceiling.	Demlakian Report Defect No. 656			Crack sealed
Disputed	3	Carpark B2 - Car space P111	Water staining and moisture were observed in the floor and the adjacent wall.	Demlakian Report Defect No. 659		X	Maintenance issue
Accepted	4	Carpark B2 - Above car space P205	Cracking and water staining were observed in the ceiling.	Demlakian Report Defect No. 663			Crack sealed
Accepted	5	Carpark B2 - Adjacent to car space P203	Missing cap from the "slab pipe" and water staining were observed.	Demlakian Report Defect No. 664			Crack sealed
Accepted	6	Carpark B2.0 Across P309	Cracking and staining were observed in the ceiling.	Demlakian Report Defect No. 666			Crack sealed
Accepted	7	Above car space P201	Cracking and staining were observed in the ceiling.	Demlakian Report Defect No. 668			Crack sealed
Accepted	8	Above car space P802	Cracking and staining were observed in the ceiling.	Demlakian Report Defect No. 669			Crack sealed
Accepted	9	Car space P903	Cracking and staining were observed in the ceiling.	Demlakian Report Defect No. 672			Crack sealed
Accepted	10	Car space P907	Cracking and staining were observed in the ceiling.	Demlakian Report Defect No. 673			Crack sealed
Accepted	11	East Stairwell Level 10	Staining and moisture were observed in walls.	Demlakian Report Defect No. 679			Staining cleaned.
Category 3 - Water Leaks - Apartments/Balconies							
Disputed	1	Unit 102 Balcony	Mould on bottom of balustrades.	Demlakian Report Defect No. 19.		X	Maintenance issue
Disputed	2	Unit 102 Bedroom	Water marks on carpet around the window.	Demlakian Report Defect No. 21		X	Maintenance issue
Disputed	3	Unit 103 Balcony Ceiling	Staining, and bubbling & blistering of paint was observed in the ceiling.	Demlakian Report Defect No. 23		X	Not Abigroup's work
Disputed	4	Unit 105 Kitchen	Cracked/bubbling paint above the cupboard.	Demlakian Report Defect No. 31		X	Maintenance issue
Disputed	5	Unit 105 Study	Moisture marks on the walls.	Demlakian Report Defect No. 38		X	Maintenance issue
Disputed	6	Unit 105 Balcony	Mould on balustrades.	Demlakian Report Defect No. 41		X	Maintenance issue
Disputed	7	Unit 114 Terrace	Water staining and mould were observed on tiles and adjacent balustrade wall.	Demlakian Report Defect No. 70		X	Maintenance issue
Disputed	8	Unit 115 Balcony	Mould on balustrades.	Demlakian Report Defect No. 82		X	Maintenance issue
Disputed		Unit 115 Balcony	Mould on hob above balcony.	Demlakian Report Defect No. 83	X		Maintenance issue
Disputed		Unit 115 Balcony	Water staining in the form of efflorescent between tiles.	Demlakian Report Defect No. 86	X		Maintenance issue
Disputed	9	Unit 116 Terrace	In multiple locations staining and mould were observed in the balustrade wall. Also missing grout was observed between the balustrade wall and the glass tiles.	Demlakian Report Defect No. 90		X	Maintenance issue

Status	Item No.	Location	Description	Report Reference	No defect identified by plaintiffs in Abigroup unable to understand the defect alleged	Not a defect	Notes
Accepted		Unit 116 Terrace	Staining was observed on the wall, indicating waterproofing failure.	Demlakian Report Defect No. 92			Staining cleaned.
Disputed	10	Unit 206 Balcony	The owner reported that water emerges from the balcony drain and floods the balcony.	Demlakian Report Defect No. 118		X	Maintenance issue
Disputed	11	Unit 211 Balcony	Mould and staining on balustrade.	Demlakian Report Defect No. 126	X		Maintenance issue
Disputed	12	Unit 211 Living Room	Bubbled plaster on the feature wall.	Demlakian Report Defect No. 127	X		Maintenance issue
Disputed	13	Unit 211 Laundry	Mould marks on walls.	Demlakian Report Defect No. 132		X	Maintenance issue
Disputed	14	Unit 211 Hallway	Deformed/bubbled plaster below ceiling.	Demlakian Report Defect No. 138	X		Maintenance issue
Disputed	15	Unit 211 Balconies	Pond water and drains back flow.	Demlakian Report Defect No. 142	X		Maintenance issue
Disputed	16	Unit 211 Main Bedroom and Wardrobe	Buckled plaster above cornices.	Demlakian Report Defect No. 144	X		Maintenance issue.
Disputed		Unit 211 Main Bedroom and Wardrobe	Wardrobe Stains on the ceiling.	Demlakian Report Defect No. 145	X		Maintenance issue.
Accepted	17	Unit 213 Hallway	Moisture staining was observed on the hallway ceiling.	Demlakian Report Defect No. 156			Rectified, patched and painted
Disputed	18	Unit 214 East Bedroom	Mould was observed in the corner between two walls.	Demlakian Report Defect No. 159		X	Maintenance issue
Disputed	19	Unit 215 Entrance	Moisture damage was observed in the plasterboard wall adjacent to entrance.	Demlakian Report Defect No. 163		X	Maintenance issue
Accepted	20	Unit 216 Balcony	Gap between fixed balcony panels was measured to be 7mm. This is allowing water and wind to penetrate inside the unit.	Demlakian Report Defect No. 165			Install angle to frame to close gap
Accepted	21	Unit 315 Balcony	Blistering and bubbling of paint was observed on the wall.	Demlakian Report Defect No. 200			Remove defective paint, dry area and re-paint.
Disputed	22	Unit 402 Living Room	Bubbling paint above cornice.	Demlakian Report Defect No. 209	X		Maintenance issue.
Accepted	23	Unit 407 Balcony	Rust staining was observed on the soffit of the balcony above.	Demlakian Report Defect No. 224			Chip back concrete remove source of rust staining and treat remaining steel with rust inhibitor, patch and re-paint.
Accepted	24	Unit 408 East Balcony	Water staining was observed on the Northern wall.	Demlakian Report Defect No. 229			Staining cleaned and area re-painted.
Accepted		Unit 408 East Balcony	Rust staining was observed on the sealant below the windows.	Demlakian Report Defect No. 230			Flood test balcony to determine source of staining and then treat.
Accepted	25	Unit 409 Balcony - exterior	Water stains on the exterior of the balustrade due to failed waterproofing.	Demlakian Report Defect No. 236			Tiles to be removed along the edge, the area re-membraned and the tiles re-instated. External wall to be re-painted.
Accepted	26	Unit 411 Western Balcony	Bubbling paint was observed in the North Eastern corner of the balcony.	Demlakian Report Defect No. 242			Defective paint to be removed, joint to be cut in adjacent to the sliding door, area to be re-patched and re-painted.
Accepted	27	Unit 411 Eastern Balcony	Rust staining was observed in the North Eastern corner of the balcony.	Demlakian Report Defect No. 243			Flood test balcony to determine source of staining and then treat.
Accepted	28	Unit 414 Balcony	Cracking and water staining were observed on the bulkhead on the Western section of the balcony.	Demlakian Report Defect No. 255			Repair, patch and re-paint
Accepted		Unit 414 Balcony	Cracking and water staining were observed on the bulkhead on the Western section of the balcony.	Demlakian Report Defect No. 256			Repair, patch and re-paint
Disputed	29	Unit 415 Balcony	Water staining was observed on the balcony.	Demlakian Report Defect No. 257		X	Maintenance issue
Disputed	30	Unit 417 Main Bedroom	Carpet has buckled and has water staining.	Demlakian Report Defect No. 285		X	Maintenance issue
Accepted	31	Unit 501 South Bedroom	Water ingress through the south wall was reported.	Demlakian Report Defect No. 293			Leak rectified and area patched and painted
Disputed	32	Unit 501 Balcony	Rusted metal parts of the balustrade were observed.	Demlakian Report Defect No. 294		X	Maintenance issue
Disputed	33	Unit 506 Balcony	Brown staining was observed in the balustrade and the floor, most likely due to water drip from the balcony above.	Demlakian Report Defect No. 307		X	Maintenance issue
Disputed	34	Unit 507 Balcony	Rusting in the light fittings was observed.	Demlakian Report Defect No. 311		X	Maintenance issue
Accepted		Unit 507 Balcony	Missing sealant was observed between the ceiling and the wall.	Demlakian Report Defect No. 312			Sealant to be installed.
Accepted	35	Unit 508 Bedroom	Water penetration through the window was reported.	Demlakian Report Defect No. 314			Leak rectified
Accepted	36	Unit 509 Balcony	Water staining was observed on the exterior face of the balustrade. Horizontal crack was observed between two balconies.	Demlakian Report Defect No. 318			Tiles to be removed along the edge, the area re-membraned and the tiles re-instated. External wall to be re-painted.
Disputed		Unit 509 Balcony	Rusting in the light fitting, fire sprinkler and metal parts of the balustrade were observed.	Demlakian Report Defect No. 319		X	Maintenance issue
Accepted		Unit 509 Balcony		Demlakian Report Defect No. 320			Same as defect 319 - not in dispute in its own right
Disputed	37	Unit 511 Eastern Bathroom	Moisture staining was observed on the plasterboard ceiling.	Demlakian Report Defect No. 326	X		No evidence of defect, maintenance issue.

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Disputed	38	Unit 512 Laundry	Mould observed on the ceiling and on walls.	Demlakian Report Defect No. 331		X	Maintenance issue
Disputed		Unit 512 Laundry	Missing storm mould/sealant was observed under the sliding doors	Demlakian Report Defect No. 333		X	Material not missing
Disputed	39	Unit 512 Balcony	Rust in the light fitting and in the fire sprinkler were	Demlakian Report Defect No. 334	X		Maintenance issue
Disputed	40	Unit 513 North Bedroom	Mould was observed in the ceiling	Demlakian Report Defect No. 336		X	Maintenance issue
Disputed	41	Unit 513 Balcony	Staining and mould were observed at the edge of the balcony slab	Demlakian Report Defect No. 337		X	Maintenance issue
Disputed	42	Unit 513 Balcony	Rust in the light fitting and in the fire sprinkler were	Demlakian Report Defect No. 338		X	Maintenance issue
Disputed	43	Unit 513 Balcony	Staining was observed in the ceiling	Demlakian Report Defect No. 338		X	Maintenance issue
Disputed	44	Unit 514 Kitchen	Staining was observed in ceiling	Demlakian Report Defect No. 339		X	Maintenance issue
Disputed	45	Unit 606 Balcony	Staining was observed to balustrade	Demlakian Report Defect No. 636		X	Maintenance issue
Accepted	46	Unit 609 Balcony	Staining on exterior face of the balustrade was observed.	Demlakian Report Defect No. 375			Tiles to be removed along the edge, the area re-membraned and the tiles re-laid. External wall to be re-coated.
Disputed	47	Unit 610 Kitchen and Living Room	Stain on kitchen ceiling	Demlakian Report Defect No. 377		X	Maintenance issue
Disputed		Unit 610 Kitchen and Living Room	Stain on living room wall	Demlakian Report Defect No. 378		X	Maintenance issue
Disputed	48	Unit 613 Balcony	Multiple stains were observed on the walls	Demlakian Report Defect No. 405		X	Maintenance issue
Accepted	49	Unit 614 Balcony	Excess waster staining was observed to be building up on the South Western corner from the balcony above.	Demlakian Report Defect No. 407			Render to the above soffit to be chipped back along the edge of the balcony and extended to the drip groove to the soffit and re-paint. Residue on the upstand / balustrade to be removed, render painted if required and
Disputed	50	Unit 701	Bubbled plaster on living room wall	Demlakian Report Defect No. 409		X	Maintenance issue
Disputed		Unit 701	Mould on bottom of balcony balustrade	Demlakian Report Defect No. 410		X	Maintenance issue
Disputed	51	Unit 702 Kitchen	Stains on the wall	Demlakian Report Defect No. 412		X	Maintenance issue
Disputed	52	Unit 703 Laundry	Mould on ceiling	Demlakian Report Defect No. 424		X	Maintenance issue
Accepted	53	Unit 703 Lounge	Water staining on carpet below window	Demlakian Report Defect No. 431			Leak rectified and carpet cleaned
Accepted		Unit 703 Lounge	Water seeps in the window when it rains	Demlakian Report Defect No. 434			Leak rectified
Disputed	54	Unit 703 Balcony	Water pond	Demlakian Report Defect No. 436	X		Insufficient information
Disputed		Unit 703 Balcony	Water staining in the form of efflorescence on the	Demlakian Report Defect No. 437		X	Maintenance issue
Disputed	55	Unit 704 Dining Room	Moisture staining on carpet	Demlakian Report Defect No. 447		X	Maintenance issue
Accepted	56	Unit 707 Main Bedroom	Water ingress around window	Demlakian Report Defect No. 476			Leak rectified
Disputed	57	Unit 707 Decorative Balcony	Moisture marks and mould on balustrades	Demlakian Report Defect No. 481	X		Maintenance issue
Accepted	58	Unit 707 Living Room	Water ingress below window, carpet is stained.	Demlakian Report Defect No. 487			Possible water ingress issue left of green painted column. Further investigation required
Disputed	59	Unit 707 Balcony	Mould growth on ceiling	Demlakian Report Defect No. 489	X		Maintenance issue
Disputed	60	Unit 707 Decorative Balcony	Moisture marks and mould on balustrades	Demlakian Report Defect No. 481	X		Maintenance issue
Disputed	61	Unit 708 Kitchen	Water stain on window sill	Demlakian Report Defect No. 501		X	Maintenance issue
Accepted	62	Unit 708 Bedroom 2	Floods under the window and around the wardrobe during times of rain	Demlakian Report Defect No. 514			Leak rectified
Accepted	63	Unit 709 Balcony	Staining on exterior face of the balustrade was observed.	Demlakian Report Defect No. 517			Tiles to be removed along the edge, the area re-membraned and the tiles re-laid. External wall to be re-coated.
Accepted	64	Unit 713 Balcony	Rust staining was observed on the soffit of the balcony above	Demlakian Report Defect No. 531			Expose rusted area, patch and re-paint
Accepted	65	Unit 802 Balcony	Water staining and cracking was observed adjacent to the balustrade	Demlakian Report Defect No. 541			Rectified, patched and painted
Disputed	66	Unit 807 Kitchen	Mould on ceiling	Demlakian Report Defect No. 551	X		Maintenance issue
Disputed	67	Unit 814 Balcony	Water staining was observed in balustrades/balcony walls	Demlakian Report Defect No. 584		X	Maintenance issue
Accepted		Unit 814 Balcony	Staining and cracking were observed on the balustrade	Demlakian Report Defect No. 585			Remove section of render, re-patch and re-paint
Accepted	68	Unit 901 Balcony	Cracking was observed between the balustrade and adjoining wall on the East of the balcony	Demlakian Report Defect No. 586			Cut in joint and seal
Accepted		Unit 901 Balcony	Render was observed to be spalling from the upper section of the Eastern wall	Demlakian Report Defect No. 587			Patch spalled render and re-paint. Cut in joint with soffit intersection and seal

Status	Item No.	Location	Description	Report Reference	No defect identified by plaintiffs in Abigroup unable to understand the defect alleged	Not a defect	Notes
Accepted		Unit 901 Balcony	A crack greater than 1mm was observed between the balcony and adjoining wall on the West of the balcony.	Demlakian Report Defect No. 588			Joint was cut in straight and sealed with sika flex.
Disputed	69	Unit 904 Laundry	Water staining in the form of efflorescence on the drain.	Demlakian Report Defect No. 600		X	Maintenance issue
Disputed		Unit 904 Laundry	Staining on wall.	Demlakian Report Defect No. 601	X		Maintenance issue
Accepted	70	Unit 909 Balcony	The waterproofing on the Eastern and Western sections of the balcony have been repaired and was left unutilised.	Demlakian Report Defect No. 633			Tiling re-instated and façade cleaned and re-painted to affected area.
Disputed	71	Unit 914 Balcony	Staining on walls observed in multiple locations.	Demlakian Report Defect No. 652		X	Maintenance issue
Accepted	72	East Elevation	Water staining was observed along a number of balconies on the left door.	Demlakian Report Defect No. 729			Tiles were removed along the edge, the area re-membraned and the tiles re-instated. External wall / slab edges were re-painted.
Accepted	73	North Elevation	Horizontal cracking, water staining and peeling paint were observed on walls.	Demlakian Report Defect No. 732			Defective render removed, surface prepared, re-rendered and re-painted.
Accepted		North Elevation	Horizontal cracking, water staining and peeling paint were observed on walls.	Demlakian Report Defect No. 733			Duplicate defect - see Demlakian No. 732
Accepted	74	North Elevation - Central area	Missing/chipped sections of render on the wall were observed on the second floor.	Demlakian Report Defect No. 735			Rectified and re-painted
Accepted	75	North Elevation - West End	Water staining on balcony walls was observed.	Demlakian Report Defect No. 736			Cleaned and re-painted
Accepted	76	West Elevation - South End	Water staining was observed in numerous locations along balcony edges.	Demlakian Report Defect No. 744			Already rectified
Disputed	77	South elevation West end - first floor	Water staining was observed on the wall.	Demlakian Report Defect No. 747		X	Maintenance issue
Disputed	78	South elevation West end - first floor	Numerous water stains observed at balcony slab edges.	Demlakian Report Defect No. 755		X	Maintenance issue
Disputed		South elevation West end - first floor	Numerous water stains observed at balcony slab edges.	Demlakian Report Defect No. 756		X	Maintenance issue
Accepted	79	West Elevation - First Floor	Numerous water stains observed on wall.	Demlakian Report Defect No. 742			Clean and re-paint
Category 4 - Water Leaks - Bathrooms							
Disputed	1	Unit 104 East bathroom ceiling	Water stain was observed above the shower in the	Demlakian Report Defect No. 30		X	Maintenance issue
Disputed	2	Unit 111 Bathroom	Mould was observed in the ceiling of the bathroom.	Demlakian Report Defect No. 60		X	Maintenance issue
Disputed	3	Unit 201 Bathroom	Mould on ceiling access box.	Demlakian Report Defect No. 109		X	Maintenance issue
Disputed	4	Unit 211 Ensuite	Mould on ceiling access board.	Demlakian Report Defect No. 148		X	Maintenance issue
Disputed	5	Unit 402 Bathroom	Water stains around the vent.	Demlakian Report Defect No. 207		X	Maintenance issue
Accepted	6	Unit 404 Ensuite Bathroom	Gap between the waterstop and tiles was measured to be 2.5mm, Rusting in the door frame was observed adjacent to the waterstop.	Demlakian Report Defect No. 404			Angle re-done. Frame cut, treated, re-sealed and re-painted.
Disputed	7	Unit 417 Bathroom	Moisture mark on ceiling.	Demlakian Report Defect No. 290	X		Maintenance issue
Disputed	8	Unit 507 - Ensuite Bathroom	Water penetration was observed on tiles outside of shower "trap".	Demlakian Report Defect No. 310		X	Maintenance issue
Disputed	9	Unit 510 Bathroom	Water staining and penetration was observed around toilet	Demlakian Report Defect No. 322		X	Maintenance issue
Accepted	10	Unit 511 Bathroom	Rusting was observed at the base of the door frame to the Western Bathroom.	Demlakian Report Defect No. 327			Cut back, re-painted and re-sealed at base of door frame
Disputed	11	Unit 516 Bathroom	Water penetration was observed in the ceiling.	Demlakian Report Defect No. 348		X	No evidence of leak.
Accepted	12	Unit 607 Western Bathroom	The owners report that water ingress has occurred from the bathroom into the walk in wardrobe and the carpet becomes wet.	Demlakian Report Defect No. 368			Leak rectified.
Disputed	13	Unit 704 Ensuite	Moisture stain on roof.	Demlakian Report Defect No. 450	X		Maintenance issue
Disputed	14	Unit 705 Ensuite	Water staining was observed just outside the shower.	Demlakian Report Defect No. 456		X	Maintenance issue
Disputed	15	Unit 707 Bathroom	Mould growth on the grout around the bath tub.	Demlakian Report Defect No. 474		X	Maintenance issue
Disputed	16	Unit 807 Ensuite and Bathroom	Mould around vanity and in shower enclosure.	Demlakian Report Defect No. 553	X		Maintenance issue
Accepted	17	Unit 909 Bathroom	Ponding water was observed surrounding bathroom drain.	Demlakian Report Defect No. 629			Tiling falls to drain to be rectified.
Disputed	18	Unit 909 Bathroom	Water staining was observed on the bathroom ceiling above the shower and surrounding the vent.	Demlakian Report Defect No. 630		X	Maintenance issue
Category 5 - Fire/BCA Defects							
Accepted	1	Unit 201 Terrace	Missing fire sprinkler was observed	Demlakian Report Defect No. 99			Sprinkler installed

Status	Item No.	Location	Description	Report Reference	No defect identified by plaintiffs, Abigroup unable to understand the defect alleged	Not a defect	Notes
Disputed	2	Unit 512 North Bedroom	Fire sprinkler was observed to be dislodged	Demlakian Report Defect No. 332		X	Outside Abigroup's control
Disputed	3	Unit 515 Bathroom	Dislodged fire sprinkler was observed	Demlakian Report Defect No. 343		X	Outside Abigroup's control
Disputed	4	Unit 903 Balcony	Rusting was observed in the fire sprinkler and light fitting	Demlakian Report Defect No. 591		X	Maintenance issue
Disputed	5	Unit 912 Balcony	Rusting was observed in the fire sprinkler & light fitting	Demlakian Report Defect No. 647		X	Maintenance issue
Accepted	6	Carpark - Basement 2 Garbage Room	Fire Damper is not correctly retained (it is loose) and the penetration size is incorrect. The gap is not completely fitted with the correct material. The damper is not sealed and the penetration size is not correct and the gap is not completely filled with the correct material - Not sealed	Hastie Services Report Page 1 - TMS Fire Damper No FD46; B2-08.			Flanges installed to the damper and mechanically fixed into position, as well as an access panel installed.
Accepted	7	Carpark - Basement 2 Wash Bay	Fire Damper is not correctly retained (it is loose) and the penetration size is incorrect. The gap is not completely fitted with the correct material. The damper is not sealed and the penetration size is not correct and the gap is not completely filled with the correct material - Not sealed	Hastie Services Report Page 2 - TMS Fire Damper No FD47; B2-09.			Re-seal with correct material
Accepted	8	Unit 101	Gap is not completely fitted with the correct material - Damper requires sealing.	Hastie Services Report Page 7 - TMS Fire Damper No. FD 291; FD 2-104-1			Re-seal with correct material
Accepted	9	Unit 104	Gap is not completely fitted with the correct material - Damper requires sealing	Hastie Services Report Page 7 - TMS Fire Damper No. FD 294			Re-sealed with correct material
Accepted	10	Unit 105	Gap is not completely fitted with the correct material - Damper requires sealing	Hastie Services Report Page 7 - TMS Fire Damper No. FD 295			Re-seal with correct material
Accepted	11	Unit 107	Gap is not completely fitted with the correct material - Damper requires sealing	Hastie Services Report Page 7 - TMS Fire Damper No. FD 297			Re-seal with correct material
Accepted	12	Unit 113	Access not convenient - duct hatch required.	Hastie Services Report Page 7 - TMS Fire Damper No. FD 303			Provide access hatch
Accepted	13	Unit 114	Gap is not completely fitted with the correct material - Damper requires sealing	Hastie Services Report Page 7 - TMS Fire Damper No. FD 304			Re-seal with correct material
Accepted	14	Unit 314	Gap is not completely fitted with the correct material - Damper requires sealing	Hastie Services Report Page 7 - TMS Fire Damper No. FD 314			Re-seal with correct material
Accepted	15	Unit 212	Access not convenient - Access required through the ceiling	Hastie Services Report Page 8 - TMS Fire Damper No. FD 325			Access hatch provided
Disputed	16	Unit 213	Access not convenient - occupiers not at home at time of inspection	Hastie Services Report Page 8 - TMS Fire Damper No. FD 296	X		No defect identified.
Accepted	17	Level 2- Garbage A	Gap is not completely fitted with the correct material - Damper is not sealed externally	Hastie Services Report Page 8 - TMS Fire Damper No. FD 313			Re-installed damper in wall, extended duct work to be flush with wall and re-sealed the ductwork / wall connection
Accepted	18	Level 2- Lobby	Gap is not completely fitted with the correct material - Damper is not sealed externally	Hastie Services Report Page 8 - TMS Fire Damper No. FD 333			Re-sealed with correct material externally.
Accepted	19	Level 2 - Lobby	Gap is not completely fitted with the correct material - Damper is not sealed externally	Hastie Services Report Page 8 - TMS Fire Damper No. FD 334			Re-seal with correct material
Accepted	20	Unit 303	Gap is not completely fitted with the correct material - Damper requires sealing	Hastie Services Report Page 8 - TMS Fire Damper No. FD 337			Re-seal with correct material
Accepted	21	Unit 303	Gap is not completely fitted with the correct material - Damper requires sealing	Hastie Services Report Page 8 - TMS Fire Damper No. FD 338			Re-seal with correct material
Accepted	22	Unit 305	Gap is not completely fitted with the correct material - Damper requires sealing	Hastie Services Report Page 8 - TMS Fire Damper No. FD 340			Re-seal with correct material
Accepted	23	Unit 305	Gap is not completely fitted with the correct material - Damper requires sealing	Hastie Services Report Page 8 - TMS Fire Damper No. FD 341			Re-seal with correct material
Accepted	24	Unit 306	Gap is not completely fitted with the correct material - Damper requires sealing	Hastie Services Report Page 8 - TMS Fire Damper No. FD 342			Re-seal with correct material to damper in ensuite.
Accepted	25	Unit 308	The damper is not installed fully within the penetration and is not correctly retained. The damper is not fitted within wall	Hastie Services Report Page 8 - TMS Fire Damper No. FD 344			Re-install damper in wall and re-seal
Accepted	26	Unit 309	Access not convenient - Access required through the ceiling	Hastie Services Report Page 8 - TMS Fire Damper No. FD 345			Provide access hatch
Accepted	27	Unit 309	Access is not convenient and damper is not correctly retained. The penetration size is not correct. The duct does work Is not correctly connected with slip or break away	Hastie Services Report Page 8 - TMS Fire Damper No. FD 346			To be rectified
Accepted	28	Unit 313	Gap is not completely fitted with the correct material - Damper requires sealing	Hastie Services Report Page 8 - TMS Fire Damper No. FD 353			Re-seal with correct material

Status	Item No.	Location	Description	Report Reference	No defect identified by plaintiffs in Abigroup unable to understand the defect alleged	Not a defect	Notes
Accepted	29	Unit 315	Gap is not completely fitted with the correct material - Damper requires sealing.	Hastie Services Report Page 8 - TMS Fire Damper No. FD 354 Hastie Services Report Page 8 -			Re-seal with correct material
Accepted	30	Unit 316	Access not convenient - Access required through the ceiling.	TMS Fire Damper No. FD 355 Hastie Services Report Page 8 -			Provide access hatch
Accepted	31	Level 3 - Garbage B	Gap is not completely fitted with the correct material - Damper is not sealed externally.	TMS Fire Damper No. FD 361 Hastie Services Report Page 8 -			Re-sealed with correct material
Accepted	32	Level 3 - Lobby	Gap is not completely fitted with the correct material - Damper is not sealed externally.	TMS Fire Damper No. FD 363 Hastie Services Report Page 8 -			Re-sealed with correct material externally.
Accepted	33	Unit 401	Gap is not completely fitted with the correct material - Damper requires sealing.	TMS Fire Damper No. FD 363 ; FD 340 ;			Re-seal with correct material
Accepted	34	Unit 402	Gap is not completely fitted with the correct material - Damper requires sealing.	Hastie Services Report Page 8 - TMS Fire Damper No. FD 364 Hastie Services Report Page 8 -			Re-seal with correct material
Accepted	35	Unit 404	Gap is not completely fitted with the correct material - Damper requires sealing.	TMS Fire Damper No. FD 366 Hastie Services Report Page 9 -			Re-sealed with correct material
Accepted	36	Unit 411	Access not convenient - Access required through the ceiling.	TMS Fire Damper No. FD 376 Hastie Services Report Page 9 -			Provide access hatch
Disputed	37	Unit 414	Access not convenient - occupiers not at home at time of inspection.	TMS Fire Damper No. FD 379 Hastie Services Report Page 9 -	X		No defect identified.
Accepted	38	Level 4 - Lobby	Gap is not completely fitted with the correct material - Damper is not sealed externally.	TMS Fire Damper No. FD 386 Hastie Services Report Page 9 -			Re-seal with correct material
Accepted	39	Unit 503	Gap is not completely fitted with the correct material - Damper requires sealing.	TMS Fire Damper No. FD 389 Hastie Services Report Page 9 -			Re-seal with correct material
Accepted	40	Unit 505	Gap is not completely fitted with the correct material - Damper requires sealing.	TMS Fire Damper No. FD 392 Hastie Services Report Page 9 -			Re-seal with correct material
Accepted	41	Unit 505	The penetration size is not correct and the gap is not completely filled with the correct material - Wall not complete.	TMS Fire Damper No. FD 393 Hastie Services Report Page 9 -			Complete wall and re-position damper + re-seal
Accepted	42	Unit 507	Gap is not completely fitted with the correct material - Damper requires sealing.	TMS Fire Damper No. FD 395 Hastie Services Report Page 9 -			Gap sealed around damper in ensuite. No rectification required.
Accepted	43	Unit 511	Gap is not completely fitted with the correct material - Damper requires sealing.	TMS Fire Damper No. FD 400 Hastie Services Report Page 9 -			Re-sealed with correct material
Accepted	44	Unit 514	Access is not convenient - No ceiling hatch.	TMS Fire Damper No. FD 403 Hastie Services Report Page 9 -			Provide access hatch
Accepted	45	Unit 517	Access is not convenient - No access hatch.	TMS Fire Damper No. FD 406 Hastie Services Report Page 9 -			Provide access hatch
Accepted	46	Level 5- Garbage A	Gap is not completely fitted with the correct material - Damper is not sealed externally.	TMS Fire Damper No. FD 407 Hastie Services Report Page 9 -			Re-instated damper in wall and sealed with correct material
Accepted	47	Unit 601	Access It not convenient - Access required through ceiling.	TMS Fire Damper No. FD 410; FD 401 ;			Provide access hatch for inspection of damper to Hall.
Accepted	48	Unit 601	Gap is not completely fitted with the correct material - Damper requires sealing.	Hastie Services Report Page 9 - TMS Fire Damper No. FD 411 Hastie Services Report Page 10 -			Re-seal with correct material
Accepted	49	Unit 608	Gap is not completely fitted with the correct material - Damper requires sealing.	TMS Fire Damper No. FD 418 Hastie Services Report Page 10 -			Re-seal with correct material
Accepted	50	Unit 611	Access it not convenient - Access required through ceiling.	TMS Fire Damper No. FD 423 Hastie Services Report Page 10 -			Provide access hatch
Accepted	51	Level 6- Garbage A	Gap is not completely fitted with the correct material - Damper is not sealed externally.	TMS Fire Damper No. FD 427 Hastie Services Report Page 10 -			Re-seal with correct material
Accepted	52	Unit 702	Access it not convenient - Duct hatch required.	TMS Fire Damper No. FD 431 Hastie Services Report Page 10 -			Provide access hatch
Accepted	53	Unit 703	Gap is not completely fitted with the correct material - Damper requires sealing.	TMS Fire Damper No. FD 432 Hastie Services Report Page 10 -			Re-seal with correct material
Accepted	54	Unit 705	Gap is not completely fitted with the correct material - Damper requires sealing.	TMS Fire Damper No. FD 436 Hastie Services Report Page 10 -			Re-seal with correct material
Accepted	55	Unit 705	Gap is not completely fitted with the correct material - Damper requires sealing.	TMS Fire Damper No. FD 437			Re-seal with correct material

Status	Item No.	Location	Description	Report Reference	No defect identified by plaintiffs in a group unable to understand the defect alleged	Not a defect	Notes
Accepted	56	Unit 805	Gap is not completely fitted with the correct material - Damper requires sealing.	Hastie Services Report Page 10 - TMS Fire Damper No. ED 458			Re-seal with correct material
Accepted	57	Unit 806	Access is not convenient - cannot open ceiling.	Hastie Services Report Page 11 - TMS Fire Damper No. ED 459			Provide access hatch
Accepted	58	Unit 808	Access is not convenient - linen closet in the way.	Hastie Services Report Page 11 - TMS Fire Damper No. ED 461			Provide access hatch
Disputed	59	Unit 810	Access is not convenient - occupiers not home at time of inspection.	Hastie Services Report Page 11 - TMS Fire Damper No. ED 463	X		No defect identified.
Accepted	60	Unit 813	Access is not convenient - Access required through ceiling.	Hastie Services Report Page 11 - TMS Fire Damper No. ED 467			Provide access hatch
Disputed	61	Unit 903	Access is not convenient - occupiers not home at time of inspection.	Hastie Services Report Page 11 - TMS Fire Damper No. ED 469	X		No defect identified.
Accepted	62	Unit 905	Gap is not completely fitted with the correct material - Poor seal around damper.	Hastie Services Report Page 11 - TMS Fire Damper No. ED 471			Re-seal with correct material
Disputed	63	Unit 907	Access is not convenient - occupiers not home at time of inspection.	Hastie Services Report Page 11 - TMS Fire Damper No. ED 473	X		No defect identified.
Accepted	64	Unit 909	Gap is not completely fitted with the correct material - Poor seal around damper.	Hastie Services Report Page 11 - TMS Fire Damper No. ED 475			Re-seal with correct material
Accepted	65	Unit 911	Gap is not completely fitted with the correct material - Damper requires sealing.	Hastie Services Report Page 11 - TMS Fire Damper No. ED 478			Re-seal with correct material
Accepted	66	Unit 913	Access is not convenient - No ceiling hatch.	Hastie Services Report Page 11 - TMS Fire Damper No. ED 480			Provide access hatch
Accepted	67	Unit 914	Access is not convenient - Access required through ceiling.	Hastie Services Report Page 11 - TMS Fire Damper No. ED 481			Provide access hatch
Accepted	68	Unit 604a	Access is not convenient - Access required through ceiling.	Hastie Services Report Page 11 - TMS Fire Damper No. ED 486			Provide access hatch
Category 6 - Louvres							
Disputed	1	South Facing - Drop 1 and Drop 2 horizontal blade, sliding louvre	As particularised in Magellan Company Report dated 17 February 2012.	Magellan Company Pty Limited Report dated 17 February 2012.		X	Maintenance issue
Disputed	2	East Facing - Drop 1 and Drop 2 vertical blade, fixed aluminium louvres. West Facing - Drop 3 and Drop 4 horizontal blade, sliding	As particularised in Magellan Company Report dated 23 June 2010.	Magellan Company Pty Limited Report dated 23 June 2010		X	Maintenance issue



SINKING FUND PLAN

PACIFIC SQUARE - PANORAMA

1 Bruce Bennetts Place

Maroubra NSW 2035

Strata Plan 74790



Report details

Inspection date:	7/10/2016
Inspector:	Robert Stevens

NEW SOUTH WALES

Level 6, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND

18 Park Rd Milton 4064
PO Box 1584 Milton 4064

VICTORIA

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



10 October 2016

The Executive Committee
Strata Plan 74790
1 Bruce Bennetts Place
Maroubra NSW 2035

Dear Committee Members,

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

Based on our survey of your property, we have determined that the Owners Corporation will need to increase its contributions in the short term to cover its forecast sinking fund expenses. We recommend that the levies initially be set at the level shown in this report. Once the short-term expenses have been paid for, we recommend that this report be updated to confirm that the levies can be reduced to the level shown in this report.

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

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total sinking fund levy divided by unit entitlements)	\$10.31
Total Unit Entitlements	10000
Total Sinking Fund Levy	\$103,100.00

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

Report Index	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph with New Levies	3
15 Year Cash Flow Tracking & Graph with Old Levies	4
Report Detail	Section 2
15 Year Anticipated Expenditure Table	5
Building Data List from Property Inspection	8
Inspector's Building Report & Building Specific Report Notes	10
Report Notes	11

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

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email enquiry@solutionsinengineering.com.

Yours sincerely,

The Team at Solutions in Engineering

Building Details & Report Inputs

Supplied information

Building Name	Pacific Square - Panorama
Building Address	1 Bruce Bennetts Place Maroubra NSW 2035
Strata Plan (SP) No	74790
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	2005
Number of Unit Entitlements	10000
Number of Units	133
Estimated Starting Sinking Fund Balance	\$24,189.00
Starting date of Financial Year for Report	1/05/2017
GST Status	Registered for GST
Current Sinking Fund Levy per Lot Entitlement (Inc. GST)	\$10.00

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	3.35%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on sinking fund balances over \$10,000.	2.35%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	3.10%
Forecast Period - Number of years the forecast looks out.	15 years

15 Year Levy Table

Year	Year To dd/mm/yyyy	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	30/04/2018	103,100.00	9,372.73	10.31	0.94	2.58	0.23
2	30/04/2019	118,565.00	10,778.64	11.86	1.08	2.97	0.27
3	30/04/2020	128,050.19	11,640.93	12.81	1.16	3.20	0.29
4	30/04/2021	132,019.75	12,001.80	13.20	1.20	3.30	0.30
5	30/04/2022	136,112.36	12,373.85	13.61	1.24	3.40	0.31
6	30/04/2023	140,331.84	12,757.44	14.03	1.28	3.51	0.32
7	30/04/2024	129,105.30	11,736.85	12.91	1.17	3.23	0.29
8	30/04/2025	133,107.56	12,100.69	13.31	1.21	3.33	0.30
9	30/04/2026	137,233.89	12,475.81	13.72	1.25	3.43	0.31
10	30/04/2027	141,488.14	12,862.56	14.15	1.29	3.54	0.32
11	30/04/2028	145,874.27	13,261.30	14.59	1.33	3.65	0.33
12	30/04/2029	150,396.37	13,672.40	15.04	1.37	3.76	0.34
13	30/04/2030	155,058.65	14,096.24	15.51	1.41	3.88	0.35
14	30/04/2031	159,865.46	14,533.22	15.99	1.45	4.00	0.36
15	30/04/2032	164,821.29	14,983.75	16.48	1.50	4.12	0.37

15 Year Cash Flow Tracking Sheet

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

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

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	30/04/2018	24,189.00	93,727.27	1,464.67	17,452.73	101,928.21
2	30/04/2019	101,928.21	107,786.36	3,623.69	3,243.64	210,094.62
3	30/04/2020	210,094.62	116,409.26	3,159.69	267,689.09	61,974.48
4	30/04/2021	61,974.48	120,017.95	918.14	165,827.27	17,083.30
5	30/04/2022	17,083.30	123,738.51	1,295.88	47,617.27	94,500.42
6	30/04/2023	94,500.42	127,574.40	2,395.11	112,736.36	111,733.57
7	30/04/2024	111,733.57	117,368.45	3,963.26	3,537.27	229,528.01
8	30/04/2025	229,528.01	121,006.87	6,306.15	43,369.09	313,471.94
9	30/04/2026	313,471.94	124,758.08	8,725.79	9,081.82	437,873.99
10	30/04/2027	437,873.99	128,625.58	11,519.56	23,985.45	554,033.68
11	30/04/2028	554,033.68	132,612.97	10,480.61	348,713.64	348,413.62
12	30/04/2029	348,413.62	136,723.97	7,134.68	226,344.55	265,927.72
13	30/04/2030	265,927.72	140,962.41	7,747.52	13,454.55	401,183.10
14	30/04/2031	401,183.10	145,332.24	11,081.26	4,612.73	552,983.87
15	30/04/2032	552,983.87	149,837.54	11,411.80	284,588.18	429,645.03

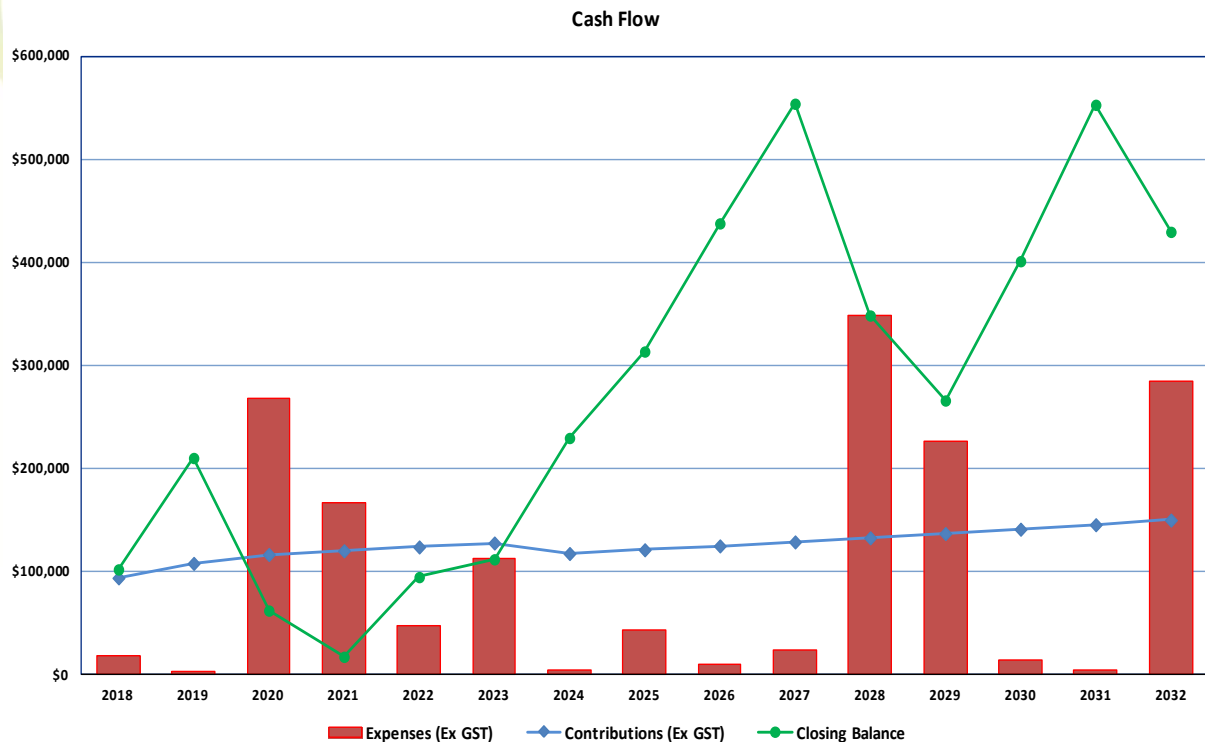
15 Year Cash Flow Graph

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

Contributions line - Total sinking fund contributions per year.

Expenses line – Total anticipated expenses in each year.

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



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

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

15 Year Cash Flow Tracking Sheet

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

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

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	30/04/2018	24,189.00	93,727.27	1,464.67	17,452.73	101,928.21
2	30/04/2019	101,928.21	96,632.82	3,492.64	3,243.64	198,810.03
3	30/04/2020	198,810.03	99,628.44	2,697.32	267,689.09	33,446.70
4	30/04/2021	33,446.70	102,716.92	0.00	165,827.27	-29,663.65
5	30/04/2022	-29,663.65	105,901.14	-12.26	47,617.27	28,607.96
6	30/04/2023	28,607.96	109,184.08	630.55	112,736.36	25,686.23
7	30/04/2024	25,686.23	112,568.79	1,884.75	3,537.27	136,602.50
8	30/04/2025	136,602.50	116,058.42	4,064.26	43,369.09	213,356.09
9	30/04/2026	213,356.09	119,656.23	6,313.12	9,081.82	330,243.62
10	30/04/2027	330,243.62	123,365.57	8,928.44	23,985.45	438,552.18
11	30/04/2028	438,552.18	127,189.90	7,703.07	348,713.64	224,731.51
12	30/04/2029	224,731.51	131,132.79	4,162.45	226,344.55	133,682.20
13	30/04/2030	133,682.20	135,197.91	4,572.02	13,454.55	259,997.58
14	30/04/2031	259,997.58	139,389.05	7,693.56	4,612.73	402,467.46
15	30/04/2032	402,467.46	143,710.11	7,802.67	284,588.18	269,392.06

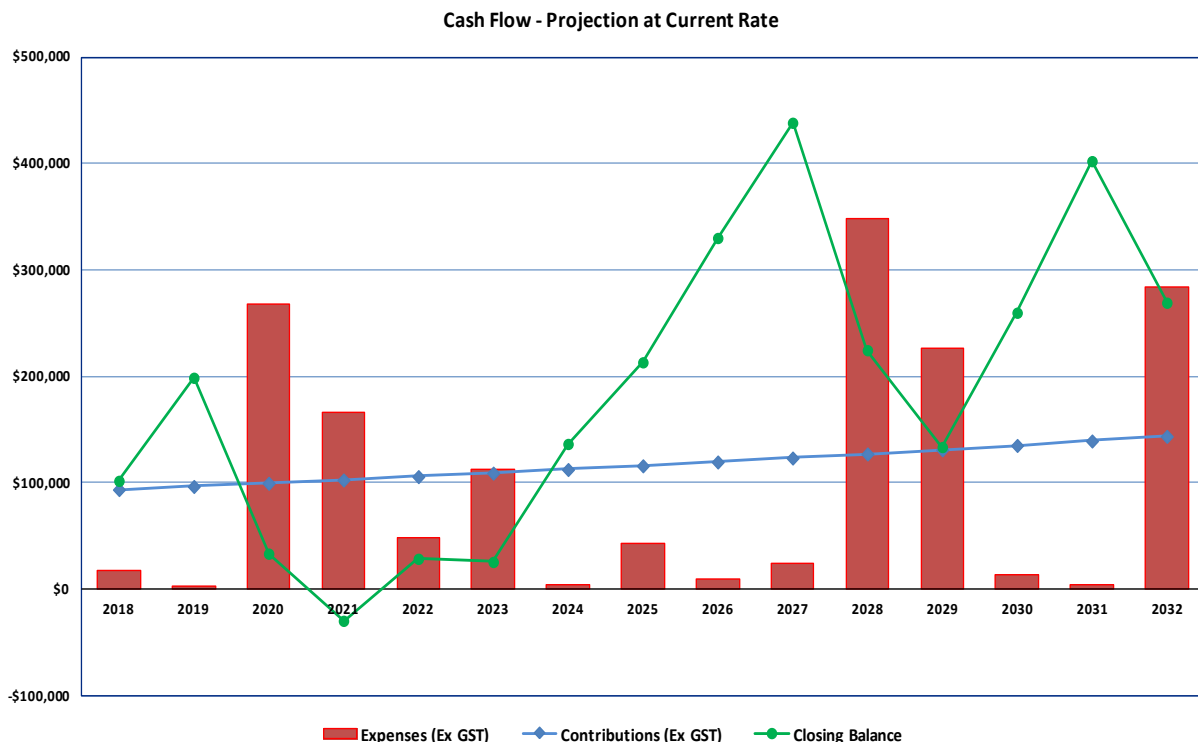
15 Year Cash Flow Graph

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

Contributions line - Total sinking fund contributions per year.

Expenses line – Total anticipated expenses in each year.

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



Anticipated Expenditures Table Year 1 - 15

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

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

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

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

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

Expenditure Item	Current Cost	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)	Year 4 (2021)	Year 5 (2022)	Year 6 (2023)	Year 7 (2024)	Year 8 (2025)	Year 9 (2026)	Year 10 (2027)	Year 11 (2028)	Year 12 (2029)	Year 13 (2030)	Year 14 (2031)	Year 15 (2032)
1. Building exterior																
Repaint building exterior wall surfaces	133,482	-	-	141,886	-	-	-	-	-	-	-	181,138	-	-	-	-
Repaint door face – one side	809	-	-	860	-	-	-	-	-	-	-	1,098	-	-	-	-
Repaint balcony ceilings	56,501	-	-	60,058	-	-	-	-	-	-	-	76,673	-	-	-	-
Repaint balcony doors – one side	809	-	-	860	-	-	-	-	-	-	-	1,098	-	-	-	-
Sub Total (Incl. GST)		0	0	203,664	0	0	0	0	0	0	0	260,007	0	0	0	0
2. Roof																
Maintain box gutters (total: 114 Lm) - 10%	1,034	-	-	-	-	-	1,205	-	-	-	-	-	-	-	1,538	-
Maintain liquid membrane (total: 1953 m2) - 10%	14,206	-	-	-	-	16,051	-	-	-	-	18,698	-	-	-	-	21,782
Replace liquid membrane	166,005	-	-	-	-	-	-	-	-	-	-	-	-	-	-	254,532
Sub Total (Incl. GST)		0	0	0	0	16,051	1,205	0	0	0	18,698	0	0	0	1,538	276,314
3. Access for work at heights																
Hire scaffolding	54,951	-	-	58,411	-	-	-	-	-	-	-	74,570	-	-	-	-
Sub Total (Incl. GST)		0	0	58,411	0	0	0	0	0	0	0	74,570	0	0	0	0
4. Main foyer																
Repaint ceilings	808	-	-	-	885	-	-	-	-	-	-	-	1,130	-	-	-
Repaint walls and re-stain timber	3,522	-	-	-	3,860	-	-	-	-	-	-	-	4,928	-	-	-
Maintain automatic doors	450	-	-	-	-	508	-	-	-	-	592	-	-	-	-	690
Maintain floor tiles (total: 36 m2) – 10%	838	-	-	-	-	-	-	-	1,038	-	-	-	-	-	-	1,285
Sub Total (Incl. GST)		0	0	0	4,745	508	0	0	1,038	0	592	0	6,058	0	0	1,975
5. Lobbies and hallways. Level 7																
Repaint ceilings	3,421	-	-	-	-	-	-	-	4,236	-	-	-	-	-	-	-
Repaint walls	7,560	-	-	-	-	-	-	-	9,361	-	-	-	-	-	-	-
Repaint door face – one side	2,932	-	-	-	-	-	-	-	3,631	-	-	-	-	-	-	-
Replace carpet	10,650	-	-	-	-	-	12,406	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	12,406	0	17,228	0	0	0	0	0	0	0

Expenditure Item	Current Cost	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)	Year 4 (2021)	Year 5 (2022)	Year 6 (2023)	Year 7 (2024)	Year 8 (2025)	Year 9 (2026)	Year 10 (2027)	Year 11 (2028)	Year 12 (2029)	Year 13 (2030)	Year 14 (2031)	Year 15 (2032)
6. Lobbies and hallways. 1 to 9, minus Level 7																
Repaint ceilings	29,376	-	-	-	32,194	-	-	-	-	-	-	-	41,100	-	-	-
Repaint walls	60,345	-	-	-	66,133	-	-	-	-	-	-	-	84,428	-	-	-
Repaint door face – one side	22,851	-	-	-	25,043	-	-	-	-	-	-	-	31,971	-	-	-
Replace carpet	86,550	-	-	-	-	-	100,823	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	123,370	0	100,823	0	0	0	0	0	157,499	0	0	0
7. Fire stairs																
Repaint walls	20,033	-	-	-	21,954	-	-	-	-	-	-	-	28,028	-	-	-
Repaint door face – one side	3,101	-	-	-	3,398	-	-	-	-	-	-	-	4,339	-	-	-
Sub Total (Incl. GST)		0	0	0	25,352	0	0	0	0	0	0	0	32,367	0	0	0
8. Garbage rooms Levels 1-9																
Repaint internal walls and ceilings (total: 18 ea)	6,300	-	-	-	-	-	-	-	7,801	-	-	-	-	-	-	-
Repaint door face – one side	1,820	-	-	-	-	-	-	-	2,254	-	-	-	-	-	-	-
Maintain floor finish (total: 18 ea)	335	-	-	356	-	-	390	-	-	428	-	-	469	-	-	514
Sub Total (Incl. GST)		0	0	356	0	0	390	0	10,055	428	0	0	469	0	0	514
9. Basement lift foyer																
Repaint ceilings	689	-	710	-	-	-	-	-	-	-	907	-	-	-	-	-
Repaint walls	180	-	186	-	-	-	-	-	-	-	237	-	-	-	-	-
Maintain floor tiles (total: 29 m2) – 10%	1,675	-	-	-	-	-	-	-	2,074	-	-	-	-	-	2,491	-
Sub Total (Incl. GST)		0	896	0	0	0	0	0	2,074	0	1,144	0	0	0	2,491	0
10. Basement																
Maintain car wash bay	1,900	1,900	-	-	-	2,147	-	-	-	2,426	-	-	-	2,741	-	-
Repaint line marking	4,776	-	-	-	-	-	-	-	5,914	-	-	-	-	-	-	-
Repaint steel bollards	1,300	-	-	-	-	-	-	-	1,610	-	-	-	-	-	-	-
Maintain stormwater grates	1,150	1,150	-	-	1,260	-	-	1,381	-	-	1,514	-	-	1,659	-	-
Maintain wheel stops	1,850	1,850	-	1,966	-	2,090	-	2,222	-	2,362	-	2,510	-	2,669	-	2,837
Repaint door face – one side	404	-	-	-	443	-	-	-	-	-	-	-	565	-	-	-
Sub Total (Incl. GST)		4,900	0	1,966	1,703	4,237	0	3,603	7,524	4,788	1,514	2,510	565	7,069	0	2,837
11. External walkways																
Repaint planter boxes	1,886	-	1,944	-	-	-	-	-	-	-	2,482	-	-	-	-	-
Maintain / re-waterproof planter boxes	3,160	-	-	3,359	-	-	-	-	-	4,034	-	-	-	-	-	4,845
Maintain pebble feature on ground at entry	450	-	464	-	-	508	-	-	557	-	-	611	-	-	669	-
Sub Total (Incl. GST)		0	2,408	3,359	0	508	0	0	557	4,034	2,482	611	0	0	669	4,845

Expenditure Item	Current Cost	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)	Year 4 (2021)	Year 5 (2022)	Year 6 (2023)	Year 7 (2024)	Year 8 (2025)	Year 9 (2026)	Year 10 (2027)	Year 11 (2028)	Year 12 (2029)	Year 13 (2030)	Year 14 (2031)	Year 15 (2032)
12. Fixtures and fittings																
Replace letterboxes	2,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,373
Maintain security access system	4,600	-	-	4,890	-	-	-	-	5,696	-	-	-	-	6,635	-	-
Sub Total (Incl. GST)		0	0	4,890	0	0	0	0	5,696	0	0	0	0	6,635	0	3,373
13. Plant - water																
Replace community hot water systems	12,876	12,876	-	-	-	-	-	-	-	-	-	17,473	-	-	-	-
Sub Total (Incl. GST)		12,876	0	0	0	0	0	0	0	0	0	17,473	0	0	0	0
14. Lifts																
Refurbish lift interior	24,000	-	-	-	-	-	-	-	-	-	-	-	33,578	-	-	-
Replace sump pumps	12,527	-	-	-	13,728	-	-	-	-	-	-	-	-	-	-	-
Overhaul lift motor (total: 4 ea)	24,069	-	-	-	-	27,195	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	13,728	27,195	0	0	0	0	0	0	33,578	0	0	0
Grand Total (Incl. GST)		17,776	3,304	272,646	168,898	48,499	114,824	3,603	44,172	9,250	24,430	355,171	230,536	13,704	4,698	289,858
Contingency Allowance (Incl. GST)		1,422	264	21,812	13,512	3,880	9,186	288	3,534	740	1,954	28,414	18,443	1,096	376	23,189
Grand Total Expenses (Incl. Contingency Allowance and GST)		19,198	3,568	294,458	182,410	52,379	124,010	3,891	47,706	9,990	26,384	383,585	248,979	14,800	5,074	313,047

Building Data List from the Property Inspection for Pacific Square - Panorama

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

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the total quantity of that item

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'Value' – is the quantity (Qty) multiplied by the Rate (\$)

'Next Due' - is the remaining life in years until an item needs money spent on it.

'Total Life' - is the total life the item after it is replaced, repaired or repainted.

'Comments' – details any useful explanatory notes for the item.

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
1. Building exterior							
Repaint building exterior wall surfaces	5,335	m2	25.02	133,482.00	3	8	
Repaint door face – one side	8	Ea	101.11	809.00	3	8	
Repaint balcony ceilings	2,378	m2	23.76	56,501.00	3	8	
Repaint balcony doors – one side	8	Ea	101.11	809.00	3	8	
2. Roof							
Maintain box gutters (total: 114 Lm) - 10%	12	Lm	86.20	1,034.00	6	8	Repair as required
Maintain liquid membrane (total: 1953 m2) - 10%	195	m2	72.85	14,206.00	5	5	Repair as required
Replace liquid membrane	1,953	m2	85.00	166,005.00	15	20	Replace as required
3. Access for work at heights							
Hire scaffolding	5,335	m2	10.30	54,951.00	3	8	Including erecting and dismantling
4. Main foyer							
Repaint ceilings	34	m2	23.76	808.00	4	8	
Repaint walls and re-stain timber	138	m2	25.52	3,522.00	4	8	
Maintain automatic doors	1	Item	450.00	450.00	5	5	Repair as required
Maintain floor tiles (total: 36 m2) – 10%	5	m2	167.54	838.00	8	7	Replace as required
5. Lobbies and hallways. Level 7							
Repaint ceilings	144	m2	23.76	3,421.00	8	8	Last painted 2016
Repaint walls	336	m2	22.50	7,560.00	8	8	Last painted 2016
Repaint door face – one side	29	Ea	101.11	2,932.00	8	8	Last painted 2016
Replace carpet	142	m2	75.00	10,650.00	6	10	Replace as required
6. Lobbies and hallways. 1 to 9, minus Level 7							
Repaint ceilings	1,152	m2	25.50	29,376.00	4	8	
Repaint walls	2,682	m2	22.50	60,345.00	4	8	
Repaint door face – one side	226	Ea	101.11	22,851.00	4	8	
Replace carpet	1,154	m2	75.00	86,550.00	6	10	Replace as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
7. Fire stairs							
Repaint walls	785	m2	25.52	20,033.00	4	8	
Repaint door face – one side	27	Ea	114.85	3,101.00	4	8	
8. Garbage rooms Levels 1-9							
Repaint internal walls and ceilings (total: 18 ea)	18	Ea	350.00	6,300.00	8	8	Last repaint 2016
Repaint door face – one side	18	Ea	101.11	1,820.00	8	8	Last repaint 2016
Maintain floor finish (total: 18 ea)	2	Ea	167.54	335.00	3	3	Replace as required
9. Basement lift foyer							
Repaint ceilings	29	m2	23.76	689.00	2	8	
Repaint walls	8	m2	22.50	180.00	2	8	
Maintain floor tiles (total: 29 m2) – 10%	10	m2	167.54	1,675.00	8	6	Replace as required
10. Basement							
Maintain car wash bay	1	Item	1,900.00	1,900.00	1	4	Ongoing maintenance programme
Repaint line marking	796	Lm	6.00	4,776.00	8	10	Repaint as required
Repaint steel bollards	20	Ea	65.00	1,300.00	8	10	
Maintain stormwater grates	1	Item	1,150.00	1,150.00	1	3	Ongoing maintenance programme
Maintain wheel stops	1	Item	1,850.00	1,850.00	1	2	Ongoing maintenance programme to replace or repair
Repaint door face – one side	4	Ea	101.11	404.00	4	8	
11. External walkways							
Repaint planter boxes	82	m2	23.00	1,886.00	2	8	
Maintain / re-waterproof planter boxes	1	Item	3,160.00	3,160.00	3	6	Reapply waterproofing as required
Maintain pebble feature on ground at entry	1	Item	450.00	450.00	2	3	Ongoing cleaning programme
12. Fixtures and fittings							
Replace letterboxes	1	Item	2,200.00	2,200.00	15	25	Replace as required
Maintain security access system	1	Item	4,600.00	4,600.00	3	5	Repairs / maintenance as required
13. Plant - water							
Replace community hot water systems	2	Ea	6,438.00	12,876.00	1	10	Replace as required
14. Lifts							
Refurbish lift interior	2	Ea	12,000.00	24,000.00	12	20	Refurbish as required
Replace sump pumps	4	Ea	3,131.66	12,527.00	4	15	Replace as required
Overhaul lift motor (total: 4 ea)	2	Ea	12,034.35	24,069.00	5	15	This is an estimate only - lifts need to be individually inspected by a licensed contractor to provide an accurate quote.

Inspector's Report for Pacific Square - Panorama

1. We have recommended that the balance of the Sinking Fund be allowed to increase over the length of this report, leading to a significant balance in the later years. It is necessary to allow a larger balance over time to offset the effects of inflation on building material and labour costs and to ensure that adequate funds are available to provide for major works, which frequently become necessary as the building ages but which cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that building construction and maintenance costs will increase by fifty percent every fifteen years. This recommendation will be reviewed each time this report is updated, in light of price levels and the state of the building at the time of each update.
2. **IMPORTANT NOTES ABOUT PAINTING:** Painting a building serves two main purposes: improving the appearance of the building; and protecting the painted surface. From a maintenance point of view, this second purpose is more important. By sealing the surface, paint protects the building from damage caused by water, salt or air pollutants. Although most paints will hold their appearance for at least ten years, before cracking or peeling occurs, they become porous and lose their protective abilities well before this point. As such, we recommend that surfaces are repainted more frequently.

High-quality elastomeric paints, when properly applied, can achieve longer-lasting results, however the higher cost of this paint, lower spread rates and higher labour costs associated with this work tends to increase painting cost by approximately 50%, and so has not been included in this forecast.

Washing or pressure cleaning a painted surface can significantly diminish its function as a protective coating. If the surface is not repainted after the timeframe recommended above it will become more vulnerable to water, salt and/or pollutants. The resulting damage can considerably increase the cost of surface preparation before future repainting and, in extreme cases lead to concrete cancer, requiring major repairs.

3. Money allocated for scaffold can be used for other access equipment eg. boomlift, cherrypicker.
4. The membrane on the roof needs regular maintenance and replacement over time which has been included in this report.
5. Lift maintenance has been included in this report.
6. The inspecting officer would like to thank Kapil for providing access to the property at the time of the inspection
7. The report recommends a raise in the current levies in years two and three. Then in year seven the report recommends a reduction in the rate to maintain a manageable balance for the life of the report.

Report Notes

Sinking Fund Plan (NSW)

This forecast satisfies the current requirements of the Strata Schemes Management Act 1996, Part 3 Division 1 which states:-

69 Sinking fund to be established

- (1) An Owners Corporation must establish a sinking fund.
- (2) However, an Owners Corporation for a strata scheme comprising 2 lots need not establish a sinking fund if:
 - (a) the Owners Corporation so determines by unanimous resolution, and
 - (b) the buildings comprised in one of those lots are physically detached from the buildings comprised in the other lot, and
 - (c) no building or part of a building in the strata scheme is situated outside those lots.

75A Owners Corporation to prepare 10-year sinking fund plans

- (1) This section applies to Owners Corporations established on or after the commencement of this section.
- (2) An Owners Corporation to which this section applies is to prepare a plan of anticipated major expenditure to be met from the sinking fund over the 10-year period commencing on the first annual general meeting of the Owners Corporation.
- (3) The initial plan is to be finalised by the end of the second annual general meeting of the Owners Corporation.
- (4) The plan is to be reviewed and (if necessary) adjusted no later than at the fifth annual general meeting of the Owners Corporation.
- (5) An Owners Corporation to which this section applies is to prepare a plan as referred to in subsection (2) for each 10-year period following the period referred to in that subsection and is to finalise and review the plan in accordance with the requirements of subsections (3) and (4) at the corresponding annual general meetings in the relevant 10-year period.
- (6) An Owners Corporation may engage expert assistance in the preparation of a plan under this section.

THIS REPORT DEALS WITH THE SINKING FUND BUDGET.

Figures used and updates - The figures used in the forecast are typical for this type of building and normal usage. The Executive Committee has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

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

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

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

Safety - The inspection does not cover safety issues.

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

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

Window Safety Device – It is mandatory to install a safety device/ lock that restrict the opening of an openable window to less than 12.5cm. The device must be able to withstand a specific outward pushing force. All windows in every apartment building above a certain height must comply. (Regulation 31 of the Strata Schemes Management Regulation 2010, as amended by the Strata Schemes Management Amendment (Child Window Safety Devices) Act 2013). An allowance has been made for the installation of these devices. Contact our office should you require a quotation to install these devices.

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

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

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

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

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

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

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

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