

# SydneyStrataReport

property strata inspections

0478 151999 | (02) 80114701 | [servicedesk@stratareport.net.au](mailto:servicedesk@stratareport.net.au) | [www.stratareport.net.au](http://www.stratareport.net.au)



## STRATA REPORT

Client	Infinity Property Group
Address of property	Unit 506E/138 Carillion Street, Newtown, NSW.
Lot	51
Strata Plan	SP 67219
Name of Strata Management Co.	Bright & Duggan
Telephone Number of Strata Agent	9902 7100
Report Date	2 June 2020

## General Information

Owner's Name	Uday Kilpady
Unit Entitlement.	47

## Levy Contributions

Administration Fund contribution.	\$446.50
Capital Works Fund contribution.	\$218.55
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$23,246.77 Debit
Sinking Fund Balance.	\$314,380.03 Credit

## Insurances

Building Insurance	Yes
Sum Insured	\$132,235,000.00
Insurance Company	SUU
Due Date	16 December 2020
Annual Fire Safety Certificate?	Yes
Certificate Date.	2019
Pet Friendly?	Owners corporation permission needed.

## Meetings

First Annual General Meeting 7 September 2015	Administration Fund set at \$607,300.00 p.a. Capital Works Fund set at \$91,092.00 p.a. Building insurance continued,
--	---

	<p>All other matters were meeting formalities normal fir a first AGM as per the scan below, Meeting closed.</p>
<p>Annual General Meeting 6 September 2017</p>	<p>AGM 2016 deferred to 2017. Administration Fund set at \$600,000.00 p.a. Sinking Fund set at \$118,000.00 p.a. Building insurance continued, Resolved to engage RHM building consultants to undertake a defect report (attached), All other matters were meeting formalities and general maintenance as per the scan below, Executive Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.</p>
<p>Annual General Meeting 19 September 2018</p>	<p>Administration Fund set at \$667,000.00 p.a. Sinking Fund set at \$118,000.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, Executive Committee Meeting: Meeting formalities recorded, no maintenance tabled. Meeting closed.</p>
<p>Annual General Meeting 29 August 2019</p> <p>Strata Committee Meeting 26 November 2019</p>	<p>Administration Fund set at \$704,000.00 p.a. Sinking Fund set at \$118,000.00 p.a. Building insurance continued, All other matters were meeting formalities as per the scan below, Executive Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.</p> <p>Resolved to discuss the outstanding defects in the building with Toga (the builder) and establish a timeline for completion. Please refer to this document scanned below.</p>
<p>Strata Committee Meeting 17 February 2020</p>	<p>General maintenance recorded as per the attachment below. Meeting closed.</p>

Other comments.

This report is to be taken in context and in conjunction with the scans below.  
No major works or special levies are planned on records presented.

**Strata Plan No. 67219**  
**138-140 Carillon Avenue Newtown NSW 2042**

**STATEMENT**

<div> <div>Uday G Kilpady</div> <div>52 Bursaria Cresent</div> <div>GLENMORE PARK NSW 2745</div> </div>				<div>Statement Period</div> <div>01 May 19 to 02 Jun 20</div>			
A/c No	51	Lot No	51				
Page Number	1 of 2						

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward				0.00
01/05/19	Administrative Fund	01/05/19 To 31/07/19	I0007539	419.48		419.48
01/05/19	Capital Works Fund	01/05/19 To 31/07/19	I0007656	217.38		636.86
03/05/19	Receipt	Administrative Fund	R0003750		419.48	217.38
03/05/19	Receipt	Capital Works Fund	RA003750		217.38	0.00
18/06/19	Administrative Fund	01/08/19 To 31/10/19	I0007773	419.48		419.48
18/06/19	Capital Works Fund	01/08/19 To 31/10/19	I0007890	217.38		636.86
08/08/19	Receipt	Administrative Fund	R0003690		419.48	217.38
08/08/19	Receipt	Capital Works Fund	RA003690		217.38	0.00
18/09/19	Administrative Fund	01/11/19 To 31/01/20	I0008007	473.52		473.52
18/09/19	Capital Works Fund	01/11/19 To 31/01/20	I0008124	219.73		693.25
01/10/19	Capital Works Special	15/11/19	I0008241	470.00		1,163.25
04/11/19	Receipt	Administrative Fund	R0004035		473.52	689.73
04/11/19	Receipt	Capital Works Fund	RA004035		219.73	470.00
25/11/19	Receipt	Capital Works Special	R0004101		470.00	0.00
16/12/19	Administrative Fund	01/02/20 To 30/04/20	I0008358	473.52		473.52
16/12/19	Capital Works Fund	01/02/20 To 30/04/20	I0008475	219.73		693.25
05/02/20	Receipt	Administrative Fund	R0004215		473.52	219.73
More details on next page...				\$3,130.22	\$2,910.49	\$219.73
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: Nil	
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid

Tel: 1300 366 734  
 Ref: 1374 0374 5

www.bright-duggan.com.au  
 Ref: 1374 0374 5

Tel: 1300 552 311  
 Ref: 1374 0374 5

Bill Code: 252882  
 Ref: 1374 0374 5

Billpay Code: 9216  
 Ref No: 1374 0374 511

Make cheque payable to:  
 StrataPay 1374 0374 5

BSB: 067-970  
 Account No: 1374 0374 5  
 (Applies to this bill only)

Telephone: Call this number to pay by credit card using a  
 land line or mobile phone. International: +613 8648 0158

Internet: Visit this website to make a secure credit card  
 payment over the internet.

Direct Debit: Make auto payments directly from your  
 nominated bank account or credit card.  
 Go to www.stratapay.com/au to register.

BPay: Contact your participating financial institution to make a payment  
 from your cheque or savings account using BPay.

In Person: Present this bill at any Post Office to make cash, cheque or  
 debit card payments.

Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9  
 GCMC, Bundall Qld 9726 Australia

Internet Banking - EFT: Use this BSB and Account Number to pay directly  
 from your bank account in Australian Dollars (AUD).  
 Account Name: StrataPay Bank: CBA, Sydney, Australia.

StrataPay Reference

**1374 0374 5**

Amount

**\$0.00**

Due Date

**IMMEDIATELY**

Bright & Duggan Pty Ltd  
 67218/02100051 Lot 51 505E

Uday G Kilpady  
 52 Bursaria Cresent  
 GLENMORE PARK NSW 2745



\*71 216 137403745 11

# Strata Plan No. 67219

## STATEMENT

Uday G Kilpady  
52 Bursaria Cresent  
GLENMORE PARK NSW 2745

Statement Period  
01 May 19 to 02 Jun 20  
A/c No 51 Lot No 51  
Page Number 2 of 2

Date	Type	Details	Reference	Debit	Credit	Balance
05/02/20	Receipt	Brought forward		3,130.22	2,910.49	219.73
17/03/20	Administrative Fund	Capital Works Fund	RA004215		219.73	0.00
17/03/20	Administrative Fund	01/05/20 To 31/07/20	I0008592	446.50		446.50
17/03/20	Capital Works Fund	01/05/20 To 31/07/20	I0008709	218.55		665.05
06/05/20	Receipt	Administrative Fund	R0004352		446.50	218.55
06/05/20	Receipt	Capital Works Fund	RA004352		218.55	0.00
				\$3,795.27	\$3,795.27	Nil

<i>Strata Schemes Management Act 2015</i> <b>STRATA ROLL</b> <b>(Section 177)</b> <b>Strata Plan No. 67219</b> <b>LOT NO. 51      UNIT NO. 506E      ACCOUNT NO: 02100051</b>				
ORIGINAL OWNER				
Name of Original Owner of Lot	Address for service of notices on Original Owner	Lot Number	Unit Number	
Strata Plan 67219		51	51	
LOT ENTITLEMENT				
Lot Entitlement	Date of receipt by owners corporation of schedule of lot entitlement			
47	15/04/02			
PARTICULARS OF SUBSEQUENT OWNERS				
Full Name of Owner of Lot	Address for service of notice on Owner	Date of receipt Notice		
Uday Guruprasad Kilpady Ukilpady@gmail.Com	52 Bursaria Crescent Glenmore Park NSW 2745	04/09/12		
Uday Guruprasad Kilpady Ukilpady@gmail.Com	52 Bursaria Crescent Glenmore Park NSW 2745	06/06/16		
Uday Guruprasad Kilpady Ukilpady@gmail.Com	52 Bursaria Crescent Glenmore Park NSW 2745	19/06/17		
NOTIFICATION OF MORTGAGE				
Full name of mortgagee	Address for service of notice	Date of receipt of notice of mortgage	Date of receipt of notice of discharge	Date of receipt of possession notice
NOTIFICATION BY NOMINEES				
Full name of Corporation	Owner or Mortgagee	Full name of company nominee	Date of receipt by of notice	
NOTIFICATION OF LEASE				
Full name of lessee of lot	Address for service of notices on lessor	Address for service of notices on lessee	Date of receipt by owners corporation of notice of the commencement or assignment of the lease	Date of receipt by owners corporation of notice of Termination
<p>Copyright StrataMax Pty Ltd 2020</p> <p>2 June 2020</p> <p>Page 1</p>				

(Strata Roll - Continued)				
Strata Plan No. 67219				
LOT NO. 51		UNIT NO. 506E	ACCOUNT NO: 02100051	
NOTIFICATION OF LEASE				
Full name of lessee of lot	Address for service of notices on lessor	Address for service of notices on lessee	Date of receipt by owners corporation of notice of the commencement or assignment of the lease	Date of receipt by owners corporation of notice of Termination
Rawin Wongviriya		506e/138-140 Carillon Avenue Newtown NSW 2042	14/08/13	
Rawin Wongviriya		506e/138-140 Carillon Avenue Newtown NSW 2042	05/08/14	05/08/14
Natasa Polak		506e/138-140 Carillon Avenue Newtown NSW 2042	07/08/14	08/08/15
Natasa.Polak@hotmail.Com				
Nilesh Kharva		506e/138-140 Carillon Avenue Newtown NSW 2042	02/05/19	
Nilesh.Kharva@yahoo.Com				
OTHER INTEREST				
Full name of person entitled to lot otherwise than as transferee	Address for service of notices	Date of receipt notice		
OTHER PERSONS REQUIRED TO BE NOTICED				
Full Name of any person whose address for the service of notices is shown on a notice given to the owners corporation	Address for service of notices	Date of receipt of notice of relevant notice		
NOTIFICATION OF AGENT IN RESPECT OF LEASE				
Full name of Real Estate Agent	Address for service of notices	Date of receipt by owners corporation of notice of appointment	Date of receipt by owners corporation of notice of cessation of appointment	
Infinity Property Agents *****	Ste 38/112 McEvoy Street Alexandria NSW 2015	24/04/13		
<p>Copyright StrataMax Pty Ltd 2020</p> <p>2 June 2020</p> <p>Page 2</p>				



## Strata Plan No. 67219

138-140 Carillon Avenue, Newtown NSW 2042

### STATEMENT OF FINANCIAL POSITION

AS AT 02 JUNE 2020

	ACTUAL 30/04/2020	ACTUAL 02/06/2020
<b><u>OWNERS FUNDS</u></b>		
Administrative Fund	(23,246.77)	(27,644.22)
Capital Works Fund	314,380.03	356,694.41
<b><u>TOTAL</u></b>	<b>\$ 291,133.26</b>	<b>\$ 329,050.19</b>
<b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
<b><u>CURRENT ASSETS</u></b>		
Cash At Bank	206,589.51	136,703.94
Investment Bas Stg	190,237.79	190,294.34
Levies In Arrears	282.52	15,074.73
Other Arrears	840.97	0.00
Interest Accrued On O/D Levies	4.18	128.42
Second Debtors	(365.00)	(365.00)
<b><u>TOTAL ASSETS</u></b>	<b>397,589.97</b>	<b>341,836.43</b>
<b><u>LIABILITIES</u></b>		
G S T Clearing Account	432.53	7,091.90
P A Y G Clearing A/C	16.13	31.03
Creditors	20,593.33	0.00
Levies In Advance	85,414.72	5,663.31
<b><u>TOTAL LIABILITIES</u></b>	<b>106,456.71</b>	<b>12,786.24</b>
<b><u>NET ASSETS</u></b>	<b>\$ 291,133.26</b>	<b>\$ 329,050.19</b>



**bright & duggan**

australia's strata leader



Local network  
 Crows Nest | Dee Why | Rose Bay  
 Cronulla | Sydney Olympic Park | Hunter  
 QLD network  
 Southport | Hope Island | Brisbane

customer@bright-duggan.com.au  
 bright-duggan.com.au  
 PO Box 281 Crows Nest NSW 1585  
 P: 02 9902 7100  
 ABN 32 001 554 650

## Strata Plan No. 67219

138-140 Carillon Avenue, Newtown NSW 2042

### STATEMENT OF FINANCIAL PERFORMANCE

FOR THE PERIOD 01 MAY 2020 TO 02 JUNE 2020

	ACTUAL 01/05/19-30/04/20	ACTUAL 01/05/20-02/06/20	BUDGET 01/05/20-30/04/21	BUDGET 01/05/21-30/04/22
<b>ADMINISTRATIVE FUND</b>				
<b>INCOME</b>				
Levies - Administrative Fund	380,000.00	95,000.00	416,000.00	360,000.00
Interest On Overdue Levies	1,114.93	131.25	1,500.00	1,500.00
Keys	1,754.00	0.00	2,500.00	2,500.00
Electricity Compensation - Tpg	365.00	0.00	0.00	0.00
Lot 1000 Expenses Share	0.00	3,631.41	0.00	0.00
Gst On Income	(34,738.12)	(8,966.50)	(38,046.46)	(32,954.54)
<b>TOTAL ADMIN. FUND INCOME</b>	<b>348,495.81</b>	<b>89,796.16</b>	<b>381,954.55</b>	<b>331,045.46</b>
<b>EXPENDITURE - ADMIN. FUND</b>				
Audit Accounting G S T Fees	792.00	0.00	1,430.00	1,430.00
Bank Charges	845.97	70.42	0.00	0.00
Building Management	180,169.65	14,648.23	165,000.00	56,450.00
Cleaning	1,474.00	0.00	0.00	56,300.00
Cleaning Sanitary Services	5,562.70	427.90	5,750.00	5,135.00
Cleaning-Graffiti	0.00	0.00	0.00	2,000.00
Consulting/Engineering Fees	1,250.00	0.00	0.00	0.00
Consulting-Contractor Comp	330.00	0.00	330.00	165.00
Electrical Repairs	1,925.80	5,714.30	2,000.00	3,000.00
Electrical-Globes	22.00	0.00	250.00	1,000.00
Fees & Permits	78.00	0.00	150.00	200.00
Fire Protection Testing	(7,365.60)	0.00	12,500.00	7,500.00
Fire Protection Repairs	11,387.17	654.50	5,000.00	6,000.00
Fire Protection Telephone	441.04	0.00	559.00	0.00
Fire Alarm Monitoring	2,159.04	0.00	2,200.00	2,200.00
Glazing-Window	0.00	0.00	2,000.00	2,000.00
Grounds-Gardening	0.00	0.00	1,000.00	13,700.00
Grounds-Rubbish Removal	3,696.00	0.00	2,500.00	500.00
Insurance Premiums	49,806.48	49,973.64	50,000.00	50,000.00
Insurance Valuation	330.00	0.00	0.00	0.00
Access Device Expenses	297.00	0.00	500.00	1,000.00
Key Deposit Refunds	0.00	0.00	750.00	1,000.00
Legal Fees	2,520.26	0.00	1,500.00	400.00
Lift-Maintenance	11,062.53	930.26	11,000.00	10,200.00
Lift-Repairs	1,002.45	0.00	2,500.00	2,000.00
Lift-Registration Fees	74.50	0.00	80.00	67.00

## Strata Plan No. 67219

138-140 Carillon Avenue, Newtown NSW 2042

### STATEMENT OF FINANCIAL PERFORMANCE

FOR THE PERIOD 01 MAY 2020 TO 02 JUNE 2020

	ACTUAL	ACTUAL	BUDGET	BUDGET
	01/05/19-30/04/20	01/05/20-02/06/20	01/05/20-30/04/21	01/05/21-30/04/22
Lift-Telephone	0.00	0.00	800.00	800.00
Lot 1000 Expenses	1,389.77	2,560.53	3,000.00	2,000.00
Management Fees	22,530.80	1,892.58	24,000.00	19,950.00
Schedule B Fees	0.00	0.00	2,000.00	1,750.00
Meeting Room Hire	500.00	0.00	500.00	450.00
Internet Services	719.88	59.99	880.00	880.00
Accounting & Finance	544.50	148.50	600.00	0.00
By-Law Processing	858.03	0.00	0.00	0.00
Asset Maintenance	1,716.00	206.25	2,000.00	0.00
Meeting Attendance	1,306.25	660.00	1,500.00	2,250.00
Strata Manager Consultancy	2,076.25	330.00	2,500.00	0.00
Disbursements	7,813.41	652.50	8,000.00	6,500.00
Pest Control-Service	580.80	0.00	580.00	1,500.00
Plumbing-General	8,067.61	5,959.25	3,000.00	10,000.00
Rep & Maint-Intercom	1,051.60	0.00	500.00	1,500.00
Rep & Maint-Air Conditioning	1,870.00	0.00	1,500.00	0.00
Rep & Maint-Pump	0.00	0.00	0.00	2,000.00
Rep & Maint-Garage Door	1,232.00	660.00	2,000.00	2,000.00
Rep & Maint-Hot Water Service	820.60	0.00	2,500.00	1,500.00
Rep & Maint-Television Antenna	0.00	550.00	0.00	500.00
Rep & Maint-General Building	5,625.33	1,072.50	2,500.00	10,000.00
Rep & Maint-Locks	1,458.50	0.00	1,500.00	0.00
Rep & Maint-Doors	5,580.80	0.00	5,000.00	0.00
Rep & Maint-Security System	2,054.00	0.00	2,000.00	2,000.00
Services-Electricity	43,516.45	3,062.66	45,000.00	36,000.00
Services-Gas	412.98	0.00	800.00	800.00
Services-Water Usage	27,477.37	10,380.70	38,000.00	38,000.00
Signs/Notice Board	0.00	0.00	1,000.00	750.00
Telephone Expense	1,282.43	113.30	1,400.00	1,500.00
Gst On Expenses	(25,899.32)	(6,534.40)	(34,725.40)	(29,710.04)
<b>TOTAL ADMIN. EXPENDITURE</b>	<b>382,446.03</b>	<b>94,193.61</b>	<b>385,333.60</b>	<b>335,166.96</b>
<b>SURPLUS / DEFICIT</b>	<b>\$ (33,950.22)</b>	<b>\$ (4,397.45)</b>	<b>\$ (3,379.05)</b>	<b>\$ (4,121.50)</b>
Opening Admin. Balance	10,703.45	(23,246.77)	(23,246.77)	59,268.61
<b>ADMINISTRATIVE FUND BALANCE</b>	<b>\$ (23,246.77)</b>	<b>\$ (27,644.22)</b>	<b>\$ (26,625.82)</b>	<b>\$ 55,147.11</b>

**bright & duggan**

australia's strata leader



Local network

Crows Nest | Dee Why | Rose Bay  
Cronulla | Sydney Olympic Park | Hunter

QLD network

Southport | Hope Island | Brisbane

customer@bright-duggan.com.au

bright-duggan.com.au

PO Box 281 Crows Nest NSW 1585

P: 02 9902 7100

ABN 32 001 554 650

## Strata Plan No. 67219

138-140 Carillon Avenue, Newtown NSW 2042

### STATEMENT OF FINANCIAL PERFORMANCE

FOR THE PERIOD 01 MAY 2020 TO 02 JUNE 2020

	ACTUAL 01/05/19-30/04/20	ACTUAL 01/05/20-02/06/20	BUDGET 01/05/20-30/04/21	BUDGET 01/05/21-30/04/22
<b>CAPITAL WORKS FUND</b>				
<b>INCOME</b>				
Levies - Capital Works Fund	186,001.28	46,500.00	150,000.00	139,179.00
Special Capital Works Levy	100,000.00	0.00	0.00	0.00
Rent	0.00	0.00	0.00	19,200.00
Interest On Investment	2,100.10	56.55	0.00	0.00
Gst On Income	(26,000.11)	(4,227.27)	166,000.00	(14,398.10)
<b>TOTAL CAPITAL WORKS INCOME</b>	<b>262,101.27</b>	<b>42,329.28</b>	<b>316,000.00</b>	<b>143,980.90</b>
<b>EXPENDITURE - CAPITAL WORKS</b>				
Carpet-Replacement	0.00	0.00	10,000.00	35,000.00
Consulting/Engineering Fees	0.00	0.00	0.00	10,000.00
Electrical Repairs	2,112.00	0.00	0.00	0.00
Fire Protection Repairs	20,130.00	0.00	0.00	0.00
Plumbing-General	55,607.20	0.00	0.00	0.00
Plumbing-Hws/Boilers	7,370.00	0.00	0.00	0.00
Rep & Maint-Air Conditioning	5,478.00	0.00	0.00	0.00
Rep & Maint-Hot Water Service	6,930.00	0.00	0.00	0.00
Rep & Maint-General Building	4,637.90	0.00	0.00	100,000.00
Rep & Maint-Painting	5,036.60	0.00	0.00	0.00
Rep & Maint-Bldg Waterproofing	5,500.00	0.00	90,000.00	0.00
Rep & Maint-Security System	1,947.50	0.00	0.00	0.00
Tax - Income Tax	2.00	0.00	0.00	1,500.00
Tax Installment	554.15	14.90	0.00	0.00
Tax Return	198.00	0.00	200.00	165.00
Gst On Expenses	(10,449.75)	0.00	(13,196.82)	(13,196.82)
<b>TOTAL CAP. WORKS EXPENDITURE</b>	<b>105,053.60</b>	<b>14.90</b>	<b>87,003.18</b>	<b>133,468.18</b>
<b>SURPLUS / DEFICIT</b>	<b>\$ 157,047.67</b>	<b>\$ 42,314.38</b>	<b>\$ 228,996.82</b>	<b>\$ 10,512.72</b>
Opening Capital Works Balance	157,332.36	314,380.03	368,551.95	368,551.95
<b>CAPITAL WORKS FUND BALANCE</b>	<b>\$ 314,380.03</b>	<b>\$ 356,694.41</b>	<b>\$ 597,548.77</b>	<b>\$ 379,064.67</b>





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

## CERTIFICATE OF CURRENCY

To Whom It May Concern

Date: 13.01.20  
Policy No.: 06S7148699  
Type of Insurance: Residential Strata Insurance  
Period Of Insurance: : From 4.00pm 16th December 2019  
To 4.00pm 16th December 2020

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

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

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

Insured :	Strata Plan 90616, Lot 10,11 & 12 in DP 1167032 and the Building Management Committee for their Respective Rights & Interests		
Situation :	15-17 Chatham Road & 14A - 14B Anthony Road West Ryde NSW 2114		
Section 1 :	Building including common contents		\$ 132,235,000
	Loss of Rent/Temporary Accommodation (15%)		\$ 19,835,250
	Catastrophe or Emergency (15%)		\$ 19,835,250
	Additional Loss of Rent		\$ Not Insured
	Additional Catastrophe		\$ Not Insured
	Floating Floors		\$ Included
Section 2 :	Glass		\$ Included
Section 3 :	Theft		\$ Included
Section 4 :	Liability		\$ 20,000,000
Section 5 :	Fidelity Guarantee		\$ 100,000
Section 6 :	Office Bearers Liability		\$ 10,000,000
Section 7 :	Voluntary Workers (Weekly/ Capital Benefit)		\$2000/200,000
Section 8 :	Government Audit Costs		\$ 25,000
Section 9 :	Legal Expenses		\$ 50,000
Section 10:	Workplace, Health & Safety Breaches		\$ 100,000
Section 11:	Machinery Breakdown		\$ 1,000,000
Section 12:	Lot Owners Improvements (Per Lot)		\$ 250,000
Section 13:	Workers Compensation		Not Insured
Excesses :			
Section 1	\$ 1,000	all claims + as per policy wording	
Section 2	\$ 1,000	all claims	
Section 3	\$ 1,000	all claims	
Section 11	\$ 1,000	all claims	



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

## CERTIFICATE OF CURRENCY

DP 1167032 & others  
(SUU NSW D3688 0161477/008)

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

### Special Terms/ Conditions:

#### 1. Machinery Breakdown ~~~~~

Machinery Breakdown cover includes all electrical and mechanical plant and equipment at the situation but excludes:

1. centrifugal chillers
2. lifts not having in force at all times a full maintenance agreement including parts and labour.

#### 2. Stratum Complex ~~~~~

Sections 4,5,6,7,8,9 & 10 - cover applies to insured parties jointly and not severally. Cover under Section 4 is provided in respect to "common areas" only.

Section 6 - Office Bearers - Extension of cover 2 "CROSS LIABILITY" is deleted.

General condition "CROSS LIABILITY" on page 45 of this policy is deleted

Stratum Lot Owner/s of Lots 10, 11 & 12 in DP 1167032  
No cover is provided under this policy for Sections 10 & 12 to the above named party.

#### 3 . Additional Policy Exclusion Building Defects & Remedial Work Exclusion (applicable to all sections)



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

## **CERTIFICATE OF CURRENCY**

DP 1167032 & others  
(SUU NSW D3688 0161477/008)

We will not pay any claims for damage, loss and legal expenses, Office Bearers Liability, personal injury and/or property damage caused directly or indirectly by contributed by or arising from any of the defects listed within the report issued by BCA Logic dated 15/3/2017 & RHM Consulting dated 30/01/2017.



MINUTES OF THE FIRST ANNUAL GENERAL MEETING OF THE  
OWNERS  
STRATA PLAN NO. 90616 Central Square, Chatham and  
Anthony Road, West Ryde, NSW 2114  

---

**HELD on the 7 September, 2015**  
**In the West Ryde Community Centre Meeting Room,**  
**3- 5 Anthony Road, West Ryde, NSW 2114 at 6 pm**  

---

## ATTENDEES

- Present in Person:* Lots 2,3,5,7,8,11,13,22,24,25,26,27,29,32,33,36,38,40,47,50,53,57,60, 61,62,64,65,66,68,69,71,72,73,76,77,78,86,87,88,89,90,91,92,93,95,99, 100,103,104,107,117,128,129,130,134,136,142,145,146,149,151,154,156, 158,164,166,174,175,182,183,185,187,192,194,195,196,200,202,204, 205,207,208,212,213,214,215,219,221,225 and 228
- Present by Proxy:* Lot 43 to Michael Hu, Lot 14 to Jun Zhang, Lot 125 to Adrian Hung To Ho, Lot 198 to Igor Koudrine, Lot 169 to Chairman.
- Attending:* Chris Duggan, Igor Koudrine (Bright & Duggan), Phillip Court and Joanne Struck (Cambridge Management Services)

## MOTIONS

- MOTION 1: Chairman* A quorum was determined as being present.  
Chris Duggan was elected to chair the meeting and opened proceedings at 6.16 pm
- MOTION 2: Insurance* **Resolved** that the insurances affected by the owners corporation be endorsed. The insurance is placed by the Building Management Committee via Chubb insurance ("BMC") as a shared facility under the Strata Management Statement. The insurance is shared between the four stratum lots. Note that the building sum insured is \$121,100,000, of which the residential is \$70,300,000 which has been set in accordance with a recent valuation.

MOTION 3: **Resolved** that to confirm the administrative and sinking fund contributions as follows:

**Administrative Fund: \$607,300 p.a.**  
**Sinking \$91,092 p.a.**

MOTION 4: **Resolved** that the owners corporation authorise the managing agent to arrange a sinking fund forecast to be completed prior to the second annual general meeting.

MOTION 5: **Resolved** that the executive committee consist of nine (9) members. The following members were elected to the executive committee:

Eric Lee ( 332)	Peter Robinson (719)	Julia Wu (506),
Walt Bishop(663)	Pingtzir Sam (631)	Nicole Fuchs (820)
Lina Jian (305)	Paul Wu (301)	Karthik Prabakaran (321)

MOTION 6: **Resolved** that, in accordance with section 80A(2), the owners corporation do choose to put the limitation on the authority of the executive committee budgeted expenditure placed by section 75(5) at 10% of the overall annual budget.

MOTION 7: **Resolved** to adopt the registered by-laws.

MOTION 8: **Resolved** that to adopt current Owners Corporation accounts.

MOTION 9: **Resolved** that an auditor be appointed.

MOTION 10: **Resolved** that the policy from Chubb included for both fidelity cover and office bearers liability cover.

MOTION 11: **Resolved** that the Owners Corporation appoint Bright & Duggan Pty Ltd as strata managing agents and delegate:

- a. All of the functions of the Owners Corporation (other than those listed in Section 28(3)) and, the functions of Chairperson, Secretary and Treasurer necessary to enable the agent to carry out the agreed services and the additional services if required;

*MOTION 11  
Continued*

- b. **Resolved** that the delegation to the agent is subject to the conditions and limitations listed in the agreement;
- c. **Resolved** that the Owners Corporation execute the agreement to give effect to this appointment and delegation; and
- d. **Resolved** that the Owners Corporation authorise two representatives Eric Lee and Peter Robinson to execute the management agreement.

*MOTION 12:  
Caretaker*

**Resolved** to appoint Cambridge Management Services as a caretaker under section 40B and to authorise two members of the executive committee to execute the agreement

*MOTION 13:  
Documents  
from original  
owner*

The managing agent received a copy of documents from the original owner, which have been uploaded to agent's software including but not limited by the following documents: Insurance Certificate, Certificate of Title, Registered Strata Plan, Registered By-laws, Occupation certificates, Fire engineered solutions, Final fire safety statements, Lift work cover registrations, Key register, Keys and fobs, Registered Strata Management Statement.

There been no further business the meeting closed at 7.45 pm

MINUTES OF EXTRAORDINARY GENERAL MEETING OF THE  
OWNERS

STRATA PLAN NO. 90616 Central Square, Chatham and  
Anthony Road, West Ryde, NSW 2114

---

HELD on the 7 September, 2015  
the West Ryde Community Centre Meeting Room, 3- 5  
Anthony Road, West Ryde, NSW 2114 at 7.45 pm

---

**ATTENDEES**

*Present in Person:* Lots 2,3,5,7,8,11,13,22,24,25,26,27,29,32,33,36,38,40,47,50,53,57,60, 61,62,64,65,66,68,69,71,72,73,76,77,78,86,87,88,89,90,91,92,93,95,99, 100,103,104,107,117,128,129,130,134,136,142,145,146,149,151,154,156, 158,164,166,174,175,182,183,185,187,192,194,195,196,200,202,204, 205,207,208,212,213,214,215,219,221,225 and 228

Chris Duggan chaired the meeting and opening proceedings at 7.45 pm .

*Present by Proxy:* Lot 43 to Michael Hu, Lot 14 to Jun Zhang, Lot 125 to Adrian Hung To Ho, Lot 198 to Igor Koudrine, Lot 169 to Chairman.

*Attending:* Chris Duggan, Igor Koudrine (Bright & Duggan), Phillip Court and Joanne Struck (Cambridge Management Services)

**MOTION REQUIRING A SPECIAL RESOLUTION**

*Special Resolution* ***Specially resolved*** by unanimous vote to nominate and appoint Eric Lee as a representative to the Building Management Committee in accordance with the registered Strata Management Statement.

Meeting closed: 8.05 pm

## MINUTES

*of the Executive Committee Meeting of SP 90616,  
held Monday, 7 September 2015*

**Present:** Eric Lee Peter Robinson Julia Wu Walt Bishop Pingtzir Sam  
Nicole Fuchs Lina Jian Paul Wu Karthik Prabakaran

**Attending:** Chris Duggan and Igor Koudrine (Bright & Duggan Pty Ltd)

**Chairman:** Chris Duggan opened proceedings at 8.05 pm

---

**Executive  
committee**

**Resolved** that the following office bearers be appointed:

1. Chairman: Peter Robinson
2. Secretary: Nicole Fuchs
3. Treasurer: Eric Lee

**Executive  
liaison**

- a) **Resolved** that the executive committee appoint Peter Robinson to liaise with the strata manager on behalf of the executive committee; and
- b) **Resolved** that Nicole Fuchs be appointed as the substitute executive committee liaison.

**Other matters**

**Resolved** the that following matters would be considered by the Executive Committee as priorities:

- Hard surface floor applications;
- Washing on the balconies;
- Garbage recycling situation in the building;

*There being no further business the meeting closed at:8.45 pm*

# Minutes of Central Square Annual General Meeting

<b>Strata Plan</b>	90616
<b>Address</b>	Chatham and Anthony Rd., West Ryde , NSW 2014
<b>Meeting Date</b>	6 September 2017
<b>Time</b>	6.30 pm
<b>Venue</b>	Ryedale Room at Ryde Eastwood Leagues Club
<b>Address</b>	117 Ryedale Rd., West Ryde , NSW 2014
<b>In attendance</b>	Lots 2, 5, 22, 25, 40, 47, 77, 95, 117, 130, 146, 151, 162, 187, 202, I. Koudrine (Bright and Duggan Strata Management), M. Dowley and S. Drach (Cambridge Management Services), D. Russell and T. Yeoman (Chambers Russell Lawyers)
<b>By proxy</b>	Lot 129 to M. Dowley
<b>Quorum achieved</b>	After 30 minutes the chairman declared that the quorum was achieved.

## Preamble

Before the official opening, Daniel Russell from Chambers Russell Lawyers provided an update on settlement of the building defects matter, proposed next steps, estimated cost and answered the questions from the floor.

## Election of chairperson

1. Resolved to elect Igor Koudrine to chair the meeting in accordance with clause 12 (2) of Schedule 1 of the *Strata Schemes Management Act 2015* (NSW) .

## Minutes

2. Resolved that the minutes of the last general meeting of the owners corporation held on 24 May 2017 be adopted as a true and accurate account of the proceedings of that meeting.

## Key financial information

3. Resolved that the statements of key financial information for the financial year ending 30 June 2017 for the administrative fund, the capital works fund and any other fund prepared by the owners corporation be adopted.

## Auditor

4. Resolved that an auditor be appointed for the financial year ending 30 June 2018.

## Levy contributions

5. Resolved that in accordance with Section 79 (2) and 81 of the *Strata Schemes Management Act 2015* (NSW) the owners corporation estimates that in respect of the period from 1 August 2017 to 31 July 2018 it will need to credit to its administrative fund and capital works funds for actual and expected expenditure referred to in those subsections the amounts set out in the budget that was attached to the notice of this meeting at which this resolution was passed; and

- a) In accordance with Section 81 of the Act, the owners corporation determines that the following amounts are to be levied to raise the estimated contributions:

Administrative fund: \$600,000.00 (GST inclusive)

Capital Works fund: \$118,000.00 (GST inclusive)

- b) The owners corporation resolves to determine that the contributions are to be payable in regular periodic instalments, specified as follows:

Administrative fund: Four (4) instalments due on

Date	Amount	Notes
1 July 2017	\$ 145,000.00	Already collected
1 October 2017	\$ 151,166.00	Second quarter
1 January 2018	\$ 151,166.00	Third quarter
1 April 2018	\$ 151,668.00	Fourth quarter
1 July 2018	\$ 150,000.00	Continuing basis

Capital works fund: Four (4) equal instalments due on

Date	Amount	Notes
1 July 2017	\$ 29,500.00	Already collected
1 October 2017	\$ 29,500.00	Second quarter
1 January 2018	\$ 29,500.00	Third quarter
1 April 2018	\$ 29,500.00	Fourth quarter
1 July 2018	\$ 29,500.00	Continuing basis



## Special levy contribution (Section 81(4))

6. Resolved to collect an extra contribution of \$70,000.00 to the administrative fund in accordance with Section 81 (4) of the *Strata Schemes Management Act 2015* (NSW) for the building defects legal cost and experts' fees . Special levy will be payable in 3 (three) equal instalments on the following due dates: 01/10/17, 01/01/18 and 01/04/18.

## Levy collection

7. Resolved that the owners corporation pursuant to the *Strata Schemes Management Act 2015* (NSW) (including Section 103) for the purpose of collecting levy contributions authorises the strata managing agent and/or the strata committee to do any one or more of the following:
  - to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expense and arrange and monitor payment plans;
  - to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the owners corporation.
  - to issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
  - enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
  - filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
  - liaise, instruct and prepare all matters with the owners corporations' debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

## Payment plans

8. The owners corporation resolved to agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the strata managing agent and/or the strata committee the ability to enter into, arrange and monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the strata committee or owners corporation by resolution.

## Insurance

9. Resolved that the current insurances of the owners corporation as attached to the notice of the meeting be confirmed; and to take out the following additional insurances:
  - a) cover for liability of officers or members of the strata committee for damage to property, death or bodily injury in accordance with Section 165(2)(a) of the *Strata Schemes Management Act 2015* (NSW); and
  - b) cover for misappropriation of money or other property of the owners corporation in accordance with Section 165(2)(b) of the Act.

## Commissions and training services

10. Resolved that the owners corporation considers the report provided below by the strata managing agent for commissions and training services received in the last 12 months and estimate of commissions and training services to be received in the next 12 months.

As at the date of the notice of this meeting, the strata managing agent has received the following:

### **Commissions**

\$5964.44 in commissions received from SUU in the last 12 months.

\$5614.16 in commissions is expected to be received from the insurance company in the next 12 months.

## Restricted matters

11. Resolved that the owners corporation does not restrict the strata committee and there be no matter, or type of matter, which is to be determined only by a general meeting of the owners corporation unless required so under the Act.

## Restriction of expenditure

12. Resolved, in accordance with Section 102(3) of the *Strata Schemes Management Act 2015* (NSW), to remove the limitation on spending placed by Section 102(2) of the Act generally.

## Annual fire safety statement

13. Resolved to acknowledge that all appropriate arrangements are in place.

## Capital works fund

14. Resolved to adopt the 10 years Capital Works Fund Report prepared by Solutions IE.

## Building defects related motions

15. Resolved to continue to engage BCA Logic Pty Ltd to undertake all inspections, prepare all documents (which may include a litigation-compliant report/s), and do all other things necessary to:
  - (i) identify and describe the fire and life safety defects in the common property of the strata scheme;
  - (ii) prepare a scope of works for the rectification of the fire and life safety defects referred to in paragraph (i) above; and
  - (iii) inspect, monitor or supervise the rectification of the fire and life safety defects referred to in paragraph (i) above by Toga and/or a suitable building contractor.
16. Resolved to continue to engage RHM Consultants Pty Ltd to undertake all inspections, prepare all documents (which may include a litigation-compliant report/s), and do all other things necessary to:

- (i) identify and describe the general and waterproofing defects in the common property of the strata scheme;
  - (ii) prepare a scope of works for the rectification of the general and waterproofing defects referred to in paragraph (i) above; and
  - (iii) inspect, monitor or supervise the rectification of the general and waterproofing defects referred to in paragraph (i) above by Toga and/or a suitable building contractor.
17. Resolved to continue to engage Broune Group Consultants Pty Ltd to undertake all inspections, prepare all documents (which may include a litigation-compliant report/s), and do all other things necessary to:
- (i) identify and describe structural defects in the common property of the strata scheme;
  - (ii) prepare a scope of works for the rectification of the structural defects referred to in paragraph (i) above; and
  - (iii) inspect, monitor or supervise the rectification of the structural defects referred to in paragraph (i) above by Toga and/or a suitable building contractor.
18. Resolved to continue to engage Chambers Russell Lawyers to provide legal advice and services with respect to the building defects in the common property of the strata scheme, including without limitation engaging, briefing, and liaising with experts to properly identify, particularise, and rectify those defects.

## Election of the strata committee

19. Resolved to elect the strata committee as follows:
- a) The chairperson announced the names of the candidates nominated in writing for election to the strata committee; and
  - b) Called for any oral nominations of candidates eligible for election to the strata committee.
20. The owners corporation resolved to have seven members of the strata committee and elected the following owners:

Ivan Evans,
Nicholas Brown,
Pingtzir Sam,
Nicole Fuchs,
Lina Jian,
Karthik Prabakaran,
Hasser Hamaid

## Building management committee representative (special resolution)

21. Specially resolved to nominate and appoint Nicholas Brown and Nicole Fuchs as the representative to the Building Management Committee of DP 1158696 in accordance with the DP 1158696 Strata Management Statement.

*Votes were counted by the Unit Entitlements as follows: For = 582 UE; Against = Nil ;  
Abstained = Nil*

## Appointment of building manager

22. Resolved in accordance with section 67 of the *Strata Schemes Management Act 2015*, to re-appoint Cambridge Management Services Pty. Ltd. as the building manager of the strata scheme in accordance with amended building manager agreement (agreed that the annual fee increase will be as per CPI) .

## Tenant meeting attendance

23. Resolved to determine that, at any meeting or for the purpose of all meetings (as prescribed below), tenants (other than those tenants who hold a duly appointed proxy) are not entitled to be present when the following matters are being discussed or determined:

Financial statements and audit reports:	For the purpose of all meetings
Levying of contributions:	For the purpose of all meetings
Recovery of unpaid contributions:	For the purpose of all meetings
A strata renewal proposal:	For the purpose of all meetings
Any other financial matter:	For the purpose of all meetings

## Tenant to address meeting

24. Resolved NOT to authorise tenants generally to address the meeting.

## Window safety devices

25. Resolved pursuant to Section 118 of the *Strata Schemes Management Act 2015* (NSW), to review if the windows are equipped with child safety devices and take all necessary actions to achieve compliance by 13 March 2018

## Lift registration

26. Resolved that whilst Bright & Duggan is appointed as the strata managing agent for the strata scheme:
- a) It is required on an annual basis to engage a competent person in conjunction with the building manager to provide a statement as to whether the lift equipment is safe to operate; and
  - b) Subject to receipt of the statement from the competent person that the equipment is safe to operate, it is instructed to sign on behalf of the owners corporation and lodge with WorkCover any item registration renewal or application form.

## Electronic record keeping

27. Resolved to determine that the strata roll and any other record required to be made or stored by it may be made or stored in electronic form.

**There being no further business the meeting was closed at 8.25 pm**

**Bright & Duggan Pty Ltd  
Managing Agents for Strata Plan 90616**

# Minutes of Strata Committee Meeting

<b>Strata Plan</b>	90616
<b>Address</b>	Chatham and Anthony Rd., West Ryde , NSW 2014
<b>Meeting Date</b>	6 September 2017
<b>Time</b>	8.30 pm – 8.40 pm
<b>Venue</b>	Ryedale Room at Ryde Eastwood Leagues Club
<b>Address</b>	117 Ryedale Rd., West Ryde , NSW 2014
<b>Committee members in attendance</b>	Ivan Evans, Nicholas Brown, Pingtzir Sam, Nicole Fuchs, Lina Jian, Karthik Prabakaran, Hasser Hamaid
<b>Attending</b>	I. Koudrine (strata manager, Bright and Duggan)

## Minutes

1. Resolved that the minutes of the previous strata committee meeting held on 22 February 2017 be adopted as a true and accurate account of the proceedings of that meeting.

## Election of office bearers

2. Resolved to elects a chairperson, secretary and treasurer of the strata committee of the owners corporation as follows:

Chairman: Karthik Prabakaran    Secretary: Nicole Fuchs    Treasurer: Nicholas Brown

## Appoint contact and substitute contact

3. Resolved to appoint Nicole Fuchs to liaise with the strata manager and be the strata manager's primary points of contact and her appointed representative as a secondary point of contact.

*Explanatory notes: This will ensure that the correct instructions of the strata committee are received by the strata managing agent and will avoid any miscommunications provided by multiple strata committee members.*

## Voting methods

4. Resolved to adopt voting by means of email.

## Common property assessment, general business, correspondence

5. Resolved to elect a Building Defects Sub-Committee and delegate to this sub-committee to coordinate negotiations and instruct strata manager, lawyers and experts on behalf of the strata committee in relation to preparation of a deed of settlement with the Builder & Developer to return to the site to rectify building defect on terms and conditions satisfactory to expert and legal advice. Sub-committee members are : Ivan Evans and Nasser Hamaid

**Bright & Duggan Pty Ltd**

**Managing Agents for Strata Plan 90616**

# Minutes of Extraordinary General Meeting

<b>Strata Plan</b>	90616
<b>Name</b>	Central Square
<b>Address</b>	Chatham and Anthony Rd., WEST RYDE NSW 2114
<b>Meeting Date</b>	3 May 2018
<b>Time</b>	7 pm
<b>Venue</b>	Ryedale Room at Ryde Eastwood Leagues Club
<b>Address</b>	117 Ryedale Rd, West Ryde NSW 2114
<b>Present</b>	<p>Brown N (Lot 2)</p> <p>Wong &amp; Hamaid (Lot 5)</p> <p>Wu &amp; Zou (Lot 22)</p> <p>Jian L N (Lot 25)</p> <p>Prabakaran K (Lot 40)</p> <p>RSM Leung P/L (Lot 130)</p> <p>Sam P (Lot 146)</p> <p>Fuchs N (Lot 187)</p> <p>Lo C W S (Lot 202)</p> <p>Musakovska M (Lot 207)</p> <p>Tan M (Lot 213)</p>
<b>By proxy</b>	Walt Bishop (Lot 129) to John Monroe (CMS)
<b>In attendance</b>	<p>Tom Yeoman (Senior Associate, Chambers Russell Lawyers)</p> <p>Igor Koudrine, Bright &amp; Duggan</p> <p>Joan Struck and John Monroe (CMS)</p>
<b>Quorum achieved</b>	Yes, chairperson declared quorum after 30 minutes

## Preamble

Prior to the official opening of the meeting, Chambers Russell Lawyers senior associate Tom Yeoman explained the motions 2, 3 and 4 , provided his recommendations and answered the questions from the floor.

## Minutes (**RESOLVED**)

1. That the minutes of the last general meeting of the owners corporation held on 16 November 2017 be adopted as a true and accurate account of the proceedings of that meeting.

## Building defects related motions (**ALL RESOLVED**)

### 2. Deed of settlement

- a) The owners corporation RESOLVES to authorise the strata committee to enter into a deed of settlement with the builder and developer to settle the owners corporation's claim concerning the existence of building defects in the common property of the strata scheme by 18 May 2018, and authorises the strata managing agent to affix the seal to the deed of settlement on behalf of the Owners Corporation.

### 3. Deed of extension

- a) The owners corporation RESOLVES to authorise the strata committee to enter into a further deed of extension with the builder and developer extending the time for the owners corporation to commence proceedings against the builder and developer for building defects in the common property of the strata scheme to 18 November 2018, and authorises the strata managing agent to affix the seal to the deed of extension on behalf of the owners corporation.

### 4. Building defects claim

- a) The owners corporation RESOLVES to appoint the strata managing agent and the strata committee to provide instructions to Chambers Russell Lawyers from time to time.
- b) The owners corporation RESOLVES to, in the event that agreement on a deed of settlement and/or agreement on a deed of extension cannot be reached between the owners corporation, the builder, and the developer by 18 November 2018:
  - (i) approve the commencement of legal proceedings against the builder and developer in respect of building defects in the common property of the strata scheme; and
  - (ii) instruct Chambers Russell Lawyers, in connection with the conduct and preparation of legal proceedings carried on by them in respect of building defects in the strata scheme, to take all steps as may in their view be necessary or advantageous from time to time to prosecute those proceedings to finality, or to settle the proceedings, including without limitation engaging, briefing and liaising with expert witnesses to prepare evidence, and particularise and quantify the owners corporation's claims in the proceedings, and engaging barristers to assist with the preparation and conduct of the owners corporation's case, unless subsequently instructed otherwise.

**There being no further business the meeting closed at 8 pm**

**Dated: 3 May 2018**

**Bright & Duggan Pty Ltd**

**Managing Agents for Strata Plan 90616**



# Minutes of Annual General Meeting

<b>Strata Plan</b>	90616
<b>Name</b>	Central Square
<b>Address</b>	Chatham and Anthony Road, West Ryde NSW 2114
<b>Meeting Date</b>	19 September 2018
<b>Time</b>	7 pm
<b>Venue</b>	Denistone room at Ryde Eastwood Leagues club
<b>Address</b>	117 Ryedale Road, West Ryde NSW 2114
<b>Present</b>	<p>N Brown (Lot 2)  Wu &amp; Zou (Lot 22)  L Jian (Lot 25)  K Prabakaran (Lot 40)  Wang Y (Lot 109)  RSM Leung P/L (Lot 130)  P Sam (Lot 146)  N Fuchs (Lot 187)  Tan M (Lot 213)  Markarian H,M,T &amp; O (Lot 223)</p>
<b>By proxy</b>	<p>Wong &amp; Hamaid (Lot 5) to K Prabakaran  W G Bishop (Lot 129) to N Fuchs</p>
<b>In attendance</b>	<p>Igor Koudrine, Bright &amp; Duggan  John Monro and Stephen Drach (Cambridge Management Services)</p>
<b>Chairperson</b>	Igor Koudrine
<b>Quorum achieved</b>	Yes, chairperson declared quorum after 30 minutes



## Tenant Attendance/Participation Motions

### Tenant Meeting Attendance

- b. **Resolved that** the owners corporation determine for the purpose of this meeting whether tenants are not entitled to be present when the following matters are being discussed or determined:
- Financial statements and audit reports
  - Levy of contributions
  - Recovery of unpaid contributions
  - A strata renewal proposal
  - Any other financial matter

### Tenant Meeting Participation

- c. **Defeated that** the owners corporation authorise tenants, either generally or in a particular case, to address the meeting.

**Reference to the Act is reference to the Strata Schemes Management Act 2015 (NSW) & Regulations and reference to a section is reference to a section in that Act, unless otherwise stated.**

---

### Minutes

1. **Resolved that** the minutes of the last general meeting of the owners corporation held on 3 May 2018 be adopted as a true and accurate account of the proceedings of that meeting.

### Financial statements

2. **Resolved that** the statements of key financial information for the financial year ending 30 June 2018 for the administrative fund, the capital works fund and any other fund prepared by the owners corporation, together with the relevant auditor's report be adopted. Building management company to advise strata manager and strata committee in relation to the building management charges correction.

### Auditor

3. **Resolved that** an auditor be appointed for the financial year ending 30 June 2019.

### Capital works fund plan

4. **Resolved that** the owners corporation delegate to the strata committee to review the existing 10-year capital works fund plan prepared by Solutions IE dated 11 July 2016, and implement it in accordance with section 80(7) as part of budgeting for the financial year ending 30 June 2019.

## Administrative & Capital Works Fund Estimates

5. **Resolved as amended that** in accordance with Section 79 (2) and 81 of the Act the owners corporation estimates for the financial year from 1 July 2018 to 30 June 2019, that it will need to credit to its administrative fund and capital works funds for amounts set out in the budget, and that the owners corporation determines that the following amounts are to be levied to raise the estimated contributions:

Administrative fund: \$667,000.00 (GST inclusive)

Capital Works fund: \$118,000.0 (GST inclusive)

## Levy contributions

6. **Resolved that** the contributions are to be payable in regular periodic instalments, specified as follows:

Administrative fund: Four (4) instalments due on

Date	Amount	Notes
1 July 2018	\$ 150,000.00	Already collected
1 October 2018	\$ 150,000.00	Already collected
1 January 2019	\$ 188,500.00	
1 April 2019	\$ 188,500.00	
1 July 2019	\$ 169,250.00	Continuing basis

Capital works fund: Four (4) instalments due on

Date	Amount	Notes
1 September 2018	\$ 29,500.00	Already collected
1 December 2018	\$ 29,500.00	Already collected
1 March 2019	\$ 29,500.00	
1 June 2019	\$ 29,500.00	
1 September 2019	\$ 29,500.00	Continuing basis

## Levy collection

7. **Resolved that** the owners corporation pursuant to the Act (including Section 103) for the purpose of collecting levy contributions to authorise the strata managing agent and/or the strata committee to do any one or more of the following:
- a) to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expense and arrange and monitor payment plans;
  - a) to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the owners corporation.

- b) to issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- c) enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
- d) filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- e) liaise, instruct and prepare all matters with the owners corporations' debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

## Payment plans

8. **Resolved that** the owners corporation agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the strata managing agent and/or the strata committee the ability to enter into, arrange and monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the strata committee or owners corporation by resolution.

## Insurance

9. **Resolved that** the owners corporation confirm the current insurances as per the certificate of currency expiring 16/06/2019.
10. **Defeated that** the owners corporation resolves to carry out a building valuation for insurance purposes within 3 months of current insurances expiring.
11. **Resolved that** the owners corporation make arrangements in respect of insurances:
- a) that the building sum insured does not require any adjustment as no valuation be carried out;
  - b) that the owners corporation consider whether to vary or extend any insurances pursuant to Section 165 of the Act;
  - c) that pursuant to Section 166 of the Act that not less than 3 quotations for insurance renewal be obtained, unless written reasoning is presented to the owners corporation as to why less than 3 quotations were provided;
  - d) the owners corporation delegate to the strata managing agent any functions pursuant to the strata management agency agreement additional duties schedule where applicable to undertake any of the above.

## Statement of commissions and training services

12. **Resolved that** the owners corporation acknowledges the statement provided below by the strata managing agent for commissions and training services received in the last 12 months, and an estimate of commissions and training services likely to be received in the next 12 months.

In the preceding financial year of the scheme, the strata managing agent has received the following:

### Commissions

\$791.41 in commissions received from the insurer in the last 12 months.

\$800.00 in commissions is expected to be received from the in in the next 12 months.

### Annual fire safety statement

13. **Resolved that** the owners corporation acknowledge the annual fire safety statement dated 1 August 2017 certified by DA Fire Pty. Ltd...
14. **Resolved that** the owners corporation make arrangements for obtaining the next annual fire safety statement as follows:
  - a) engage a suitably competent fire safety practitioner to assess each essential fire safety measures specified in the statement; and
  - b) delegate to the strata committee to consider any corrective action reports and determine what action is required; and
  - c) seek quotations and engage contractor(s) to complete any repairs (if required) and for that contractor(s) to prepare and sign the statement; and
  - d) lodge the statement with local Council and the Fire Commissioner.
  - e) delegate to the strata managing agent any functions pursuant to the strata management agency agreement additional duties schedule to undertake any of the above.
15. **Resolved that** the owners corporation resolves to instruct the strata managing agent to sign the annual fire safety statement under delegated authority based on certification provided by a competent fire safety practitioner engaged by the owners corporation.

### Plant registration

15a. Resolved that , as the owner of item(s) of plant, the owners corporation to instruct the strata managing agent to sign any application form on behalf of the owners corporation and lodge with SafeWork NSW the safe to operate statement under delegated authority based on certification provided by the following: annually engage a suitably qualified consultant, (independent to the maintenance contractor) to provide a statement as to whether the equipment is adequately maintained;

### Matters requiring a general meeting

16. **Defeated that** the owners corporation determine that no additional matter or type of matter, is to be determined only by way of a general meeting of the owners corporation.

### Limits on spending by large strata schemes

17. **Resolved that** the owners corporation, in accordance with Section 102(3) of the Act, to remove the limitation on spending placed by Section 102(2) of the Act generally and implement 10% limitation on the overall budget.

## Election of the strata committee

18. **Resolved that** the owners corporation acknowledge the written and oral nominations received at this meeting for election to the strata committee.

Nomination	Lot No	Nominated By	Lot No
Karthik Prabakaran	40	Self-nomination	40
Nicole Fuchs	187	Self-nomination	187
Nicholas Brown	2	Self-nomination	2
Nasser Hamaid	5	Self-nomination	5
Lina Jian	25	Self-nomination	25
Pingtzir Sam	146	Self-nomination	146

19. **Resolved that** the owners corporation determine the strata committee consist of six members and the following candidates were elected:

- ♦ Karthik Prabakaran Lot 40;
- ♦ Nicole Fuchs Lot 187;
- ♦ Nicholas Brown Lot 2;
- ♦ Nasser Hamaid Lot 5;
- ♦ Lina Jian Lot 25;
- ♦ Pingtzir Sam Lot 146;

## Building management committee representative (special resolution)

20. **Specially resolved that** the owners corporation nominate and elect a representative to the Nicholas Brown building management committee in accordance with the provisions of the Central Square Strata Management Statement DP1167032.

*Votes were counted as per the Unit Entitlements as follows: For = 530 UE; Against =NIL;  
Abstained = NIL;*

## Renewal of strata management agreement

21. **Resolved that** the owners corporation renew the strata management agency agreement with Bright & Duggan Pty Ltd as its strata managing agent for a period of 24 months, and delegate functions to it on the terms and conditions as set out in the strata management agency agreement tabled at the meeting; and

- a) That the owners corporation nominate and authorise two (2) owners or members of the strata committee to execute and affix the common seal to the strata management agency agreement; and
- b) That the strata management fee be \$40,000.0 per annum (GST inclusive) commencing on 1 November 2018.

## Review of 'Floor Coverings' Bylaw

22. Resolved to proceed with the floor impact sound transmission test, assess the performance of the various floor systems and then refer this matter to the strata committee to finalise the new version of Floor Coverings by-law including engagement of the strata solicitor.

## New by-laws

23. **Specially resolved**, pursuant to Sections 118 and 136 of the *Strata Schemes Management Act 2015*, to **make an additional by-law** for the better management and control of the Scheme in the following terms:

### Special By-Law No.... Window Safety Devices

1. This by-law is made for the purposes of regulating the ongoing use, operation, maintenance and repair obligations of Owners and Occupiers in relation to Window Safety Devices installed in Lots in the Scheme.
2. 'Window Safety Devices' means any complying locking or safety devices, including child safety devices as prescribed by section 118 of the *Strata Schemes Management Act 2015* and clause 30 of the *Strata Schemes Management Regulation 2016*, installed within a Lot in the Scheme.

### *Interpretation*

3. In this by-law, unless the context otherwise requires:
  - (a) the singular includes plural and vice versa;
  - (b) any terms in the by-law will have the same meaning as those defined in Act;
  - (c) references to legislation include references to amending and replacing legislation;
  - (d) if there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of any inconsistency.

### *Conditions*

4. If the Owners Corporation has arranged for the installation of Window Safety Devices to all windows in the Scheme that require Window Safety Devices to be installed, the Owners and / or Occupiers of those Lots acknowledge that they shall ensure the ongoing proper operation and use of the Window Safety Devices.
5. An Owner or Occupier who, pursuant to section 118(3) of the *Strata Schemes Management Act 2015*, arranges for or otherwise installs Window Safety Devices in their lot, must:
  - (a) give written notice of the installation to the Owners Corporation within 7 days after completion of the installation ensuring that the safety device is compliant with the requirements under clause 30(3) of the *Strata Schemes Management Regulation 2016* and the Standards under the Building Code of Australia (Deem- to-Satisfy provision D2.24); and



- (b) ensure that the Window Safety Devices are installed in a competent and proper manner; and
- (c) repair any damage caused to any part of the common property by the installation or the removal of the Window Safety Devices.

*Liability and Indemnity*

- 6. The Owner and / or Occupier of a Lot indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the misuse or the removal of the Window Safety Devices, or the failure to properly maintain and repair the Window Safety Devices.
- 7. The Owner must properly maintain and keep the Window Safety Devices installed within the Lot in a state of good and serviceable repair, and must replace and renew the Window Safety Devices as required from time to time.

*Votes were counted as per the Unit Entitlements as follows: For = 530 UE; Against =NIL;  
Abstained = NIL;*

*There being no further business the meeting closed at 8.45 pm*

**Dated: 19 September 2018**  
**Bright & Duggan Pty Ltd**  
**Managing Agents for Strata Plan 90616**

# Minutes of Strata Committee Meeting

<b>Strata Plan</b>	90616
<b>Name</b>	Central Square
<b>Address</b>	Chatham and Anthony Road, West Ryde NSW 2114
<b>Meeting Date</b>	19 September 2018
<b>Time</b>	8.45 pm
<b>Venue</b>	Denistone room at Ryde Eastwood Leagues club
<b>Address</b>	117 Ryedale Road, West Ryde NSW 2114
<b>Present</b>	Karthik Prabakaran Lot 40; Nicole Fuchs Lot 187; Nicholas Brown Lot 2; Lina Jian Lot 25; Pingtzir Sam Lot 146;
<b>Apologies</b>	Nasser Hamaid Lot 5;
<b>In attendance</b>	Igor Koudrine, Bright and Duggan John Monro and Stephen Drach (Cambridge Management Services)

## Minutes

1. Choose an item that the minutes of the previous strata committee meeting held on 28 June 2018 be adopted as a true and accurate account of the proceedings of that meeting.

## Election of office bearers

2. Resolved that the following office bearers be elected:

- **Chairperson:** Nicole Fuchs
- **Treasurer:** Nicholas Brown
- **Secretary:** Nicole Fuchs

## Appoint contact and substitute contact

3. Choose an item that the strata committee appoint a member and alternate member of the strata committee to liaise with the strata manager and be the strata manager's primary and substitute points of contact.

- **Primary Contact:** Nicole Fuchs
- **Substitute Contact:** Nicholas Brown

## Voting methods

4. Resolved the strata committee resolves to adopt voting by means of teleconference/ video conference/e-mail/pre-meeting voting while participating in a meeting from a remote location.

## Common property assessment, general business

5. No further resolutions.

## Next meeting

6. Next meeting will be scheduled at later date.

**Dated: 19 September 2018**  
**Bright & Duggan Pty Ltd**  
**Managing Agents for Strata Plan 90616**

There being no further business the meeting closed at 9 pm.

# Minutes of Annual General Meeting

<b>Strata Plan</b>	90616
<b>Name</b>	Central Square
<b>Address</b>	Chatham and Anthony Road WEST RYDE NSW 2114
<b>Meeting Date</b>	29 August 2019
<b>Time</b>	6.30pm
<b>Venue</b>	Hermitage Room at Ryde Eastwood Leagues Club
<b>Address</b>	117 Ryedale Road, West Ryde NSW 2114
<b>Present</b>	Wong & Hamaid (Lot 5) Tsao H C (Lot 6) Jian L N (Lot 25) Bishop W G (Lot 129) Sam P (Lot 146) Fuchs N (Lot 187) Musakovska M (Lot 207)
<b>By proxy</b>	Brown N (Lot 2) to Nasser Hamaid
<b>In attendance</b>	Igor Koudrine, Bright & Duggan John Monro, building manager
<b>Chairperson</b>	Igor Koudrine
<b>Quorum achieved</b>	Yes, chairperson declared quorum after 30 minutes

## Tenant Attendance/Participation Motions

### Tenant Representative

- a. **Resolved that** the owners corporation acknowledge that no tenant representative has been appointed.

### Tenant Meeting Attendance

- b. **Resolved that** the owners corporation determine for the purpose of this meeting whether tenants are not entitled to be present when the following matters are being discussed or determined:
  - i. Financial statements and audit reports
  - ii. Levying of contributions
  - iii. Recovery of unpaid contributions
  - iv. A strata renewal proposal
  - v. Any other financial matter

### Tenant Meeting Participation

- c. **Defeated that** the owners corporation authorise tenants, either generally or in a particular case, to address the meeting.

**Reference to the Act is reference to the Strata Schemes Management Act 2015 (NSW) & Regulations and reference to a section is reference to a section in that Act, unless otherwise stated.**

---

### Minutes

1. **Resolved that** the minutes of the last general meeting of the owners corporation held on 10 June 2019 be adopted as a true and accurate account of the proceedings of that meeting.

### Financial statements

2. **Resolved that** the attached statements of key financial information for the financial year ending 30 June 2019 for the administrative fund, the capital works fund and any other fund prepared by the owners corporation, together with the relevant auditor's report (if required) be adopted.

### Auditor

3. **Resolved that** an auditor be appointed for the financial year ending 30 June 2020.

### Capital works fund plan

4. **Resolved that** the owners corporation delegate to the strata committee to review the existing 10-year capital works fund plan prepared by Solution IE dated 11 July 2016, and implement it in accordance with section 80(7) as part of budgeting for the financial year ending 30 June 2020.

## Administrative & Capital Works Fund Estimates

5. **Resolved as amended that** in accordance with Section 79 (2) and 81 of the Act the owners corporation estimates for the financial year from 1 July 2019 to 30 June 2020, that it will need to credit to its administrative fund and capital works funds for amounts set out in the budget, and that the owners corporation determines that the following amounts are to be levied to raise the estimated contributions:

Administrative fund: \$704,000.00 (GST inclusive)

Capital Works fund: \$118,000.00 (GST inclusive)

## Levy contributions

6. **Resolved as amended that** the contributions are to be payable in regular periodic instalments, specified as follows:

Administrative fund: Four (4) instalments due on

Date	Amount	Notes
1 July 2019	\$ 166,750.00	Already collected
1 October 2019	\$ 166,750.00	Already collected
1 January 2019	\$ 185,250.00	
1 April 2019	\$ 185,250.00	
1 July 2020	\$ 176,000.00	Continuing basis

Capital works fund: Four (4) instalments due on

Date	Amount	Notes
1 July 2019	\$ 29,500.00	Already collected
1 October 2019	\$ 29,500.00	Already collected
1 January 2019	\$ 29,500.00	
1 April 2019	\$ 29,500.00	
1 July 2020	\$ 29,500.00	Continuing basis

## Levy collection

7. **Resolved that** the owners corporation pursuant to the Act (including Section 103) for the purpose of collecting levy contributions to authorise the strata managing agent and/or the strata committee to do any one or more of the following:
- to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expense and arrange and monitor payment plans;
  - to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the owners corporation.
  - to issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;

- c) enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
- d) filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- e) liaise, instruct and prepare all matters with the owners corporations' debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

## Payment plans

- 8. **Resolved that** the owners corporation agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the strata managing agent and/or the strata committee the ability to enter into, arrange and monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the strata committee or owners corporation by resolution.

## Insurance

- 9. **Resolved that** the owners corporation confirm the current insurances as per the certificate of currency expiring 16/12/2019 and attached to the notice of this meeting and organised via BMC Central Square.
- 10. **Resolved that** the owners corporation resolves to carry out a building valuation for insurance purposes within 3 months of current insurances expiring.
- 11. **Resolved that** the owners corporation make arrangements in respect of insurances:
  - a) that the building sum insured is adjusted in accordance with any building valuation;
  - b) that the owners corporation consider whether to vary or extend any insurances pursuant to Section 165 of the Act;
  - c) that pursuant to Section 166 of the Act that not less than 3 quotations for insurance renewal be obtained, unless written reasoning is presented to the owners corporation as to why less than 3 quotations were provided;
  - d) the owners corporation delegate to the strata managing agent any functions pursuant to the strata management agency agreement additional duties schedule where applicable to undertake any of the above.

## Statement of commissions and training services

- 12. **Resolved that** the owners corporation acknowledges the statement provided below by the strata managing agent for commissions and training services received in the last 12 months, and an estimate of commissions and training services likely to be received in the next 12 months.

In the preceding financial year of the scheme, the strata managing agent has received the following:

### Commissions

\$564.65 in commissions received from insurer in the last 12 months.

\$approx. the same in commissions is expected to be received from insurer in the next 12 months.

## Annual fire safety statement

13. **Resolved that** the owners corporation acknowledge the annual fire safety statement dated 30 August 2019 certified by DA Fire Services Pty Ltd.
14. **Resolved that** the owners corporation make arrangements for obtaining the next annual fire safety statement as follows:
  - a) engage a suitably competent fire safety practitioner to assess each essential fire safety measures specified in the statement; and
  - b) delegate to the strata committee to consider any corrective action reports and determine what action is required; and
  - c) seek quotations and engage contractor(s) to complete any repairs (if required) and for that contractor(s) to prepare and sign the statement; and
  - d) lodge the statement with local Council and the Fire Commissioner.
  - e) delegate to the strata managing agent any functions pursuant to the strata management agency agreement additional duties schedule to undertake any of the above.
15. **Resolved that** the owners corporation resolves to instruct the strata managing agent to sign the annual fire safety statement under delegated authority based on certification provided by a competent fire safety practitioner engaged by the owners corporation.

## Plant registration

16. **Resolved that** as the owner of item(s) of plant, the owners corporation resolves to instruct the strata managing agent to sign any application form on behalf of the owners corporation and lodge with SafeWork NSW the safe to operate statement under delegated authority based on certification provided by a suitably qualified consultant, (independent to the maintenance contractor) as to whether the equipment is adequately maintained.

## Matters requiring a general meeting

17. **Resolved that** the owners corporation determine that no additional matter or type of matter, is to be determined only by way of a general meeting of the owners corporation.

## Limits on spending by large strata schemes

18. **Resolved that** the owners corporation, in accordance with Section 102(3) of the Act, to remove the limitation on spending placed by Section 102(2) of the Act generally, with the exception that the strata committee be limited to spending no more than 10% extra on the overall budget.

## Election of the strata committee

19. **Resolved that** the owners corporation acknowledge the written and oral nominations received at this meeting for election to the strata committee.

Nomination	Lot No
Nicholas E Brown	2
Nasser Hamaid	5
Lina Jian	25
Pingtzir Sam	146
Nicole Fuchs	187
Howard Tsao	207



20. **Resolved that** the owners corporation determine the strata committee consist of six members and the following candidates were elected:

- ♦ Nicholas E Brown Lot 2;
- ♦ Nasser Hamaid Lot 5;
- ♦ Lina Jian Lot 25;
- ♦ Pingtzir Sam Lot 146;
- ♦ Nicole Fuchs Lot 187;
- ♦ Howard Tsao Lot 207;

#### Building management committee representative (special resolution)

21. **Resolved that** the owners corporation nominate and elect a representative Nicholas Brown to the BMC Central Square building management committee in accordance with the provisions of the DP1167032 Strata Management Statement.

#### Building works (special resolution)

22. **Resolved that** the owners corporation SP 90616 by special resolution pursuant to Section 108 of the Strata Scheme Management Act 2015 to add to the common property a new structure for the purpose of improving or enhancing the common property being one set of swing arm gates in front of roller shutter which will be powder coated same colouring as roller shutter. Gates will swing outwards towards the road and all safety information will be installed.

*Votes were counted by the Unit Entitlements as follows: For = 344 UE; Against = NIL UE;*

**There being no further business the meeting closed at 7.40pm**

**Dated: 30 August 2019**  
**Bright & Duggan pty ltd**  
**Managing Agents for Strata Plan 90616**

# Minutes of Strata Committee Meeting

<b>Strata Plan</b>	90616
<b>Name</b>	Central Square
<b>Address</b>	Chatham and Anthony Road WEST RYDE NSW 2114
<b>Meeting Date</b>	29 August 2019
<b>Time</b>	7.40pm
<b>Venue</b>	Hermitage room at Ryde Eastwood Leagues Club
<b>Address</b>	117 Ryedale Road, West Ryde NSW 2114
<b>Present</b>	Nasser Hamaid Lina Jian Pingtzir Sam Nicole Fuchs Howard Tsao Musakovska M
<b>In attendance</b>	Igor Koudrine, Bright & Duggan John Monro

customercare@bright-duggan.com.au  
bright-duggan.com.au  
PO Box 281, Crows Nest NSW 1585  
P: 02 9902 7100  
ABN 32 001 554 650



**Local network:**  
Crows Nest | Dee Why | Rose Bay  
Cronulla | Sydney Olympic Park | Hunter  
**QLD network:**  
Southport | Hope Island | Brisbane

## Minutes

1. Resolved that the minutes of the previous strata committee meeting held on 24 September 2018 be adopted as a true and accurate account of the proceedings of that meeting.

## Election of office bearers

2. Resolved that the following office bearers be elected:

- **Chairperson:** Nicole Fuchs
- **Treasurer:** Nicholas E Brown
- **Secretary:** Nicole Fuchs

## Appoint contact and substitute contact

3. Resolved that the strata committee appoint a member and alternate member of the strata committee to liaise with the strata manager and be the strata manager's primary and substitute points of contact.

- **Primary Contact:** Nicole Fuchs

## Voting methods

4. Resolved the strata committee resolves to adopt voting by means of Email while participating in a meeting from a remote location.

## 5. Common property assessment

Resolved the strata no further action is required.

**Dated: 30 August 2019**

**Bright & Duggan Pty Ltd**

**Managing Agents for Strata Plan 90616**

There being no further business the meeting closed at 8pm.

# Minutes of Strata Committee Meeting

<b>Strata Plan</b>	90616
<b>Name</b>	Central Square Residential
<b>Address</b>	Chatham and Anthony Road WEST RYDE NSW 2114
<b>Meeting Date</b>	26 November 2019
<b>Time</b>	7:30 PM
<b>Venue</b>	Strata meeting room located on mezzanine level between ground and level one in the west corner (corner of Chatham Rd and New Betts Str).
<b>Address</b>	Chatham and Anthony Road WEST RYDE NSW 2114
<b>Present</b>	Pingtzir Sam (Lot 146) Nasser Nohiddin Hamaid (Lot 5) Howard Chia-Hao Tsao (Lot 6) Nicole Fuchs (Lot 187) Nicholas Eric Brown (Lot 2) Li Na Jian (Lot 25)
<b>In attendance</b>	Jeremy Ryan, Bright & Duggan Igor Koudrine, Bright & Duggan (via phone) Joanne Struck, CMS John Monro, CMS Garry Court, CMS Tom Yeomen, Chambers Russell P Wu (Lot 22) Walter Graham Bishop (Lot 129) Keegan Au-Yeung (Lot 84)

## Minutes

1. **Resolved that** the minutes of the previous strata committee meeting held on 28 August 2019 be adopted as a true and accurate account of the proceedings of that meeting.

### Building defects

2. **Resolved that** the building defects matter be discussed and further actions be resolved.

The strata committee received an update on building defects from Tom Yeomen of Chambers Russell.

The strata committee resolved the following:

Chambers Russell to reintroduce communications policy and confirm a list of site contacts for CMS, Bright & Duggan, Toga, Peter Lee and all other parties involved in the defect process.

Chambers Russell to confirm from Toga the scope of works for repair of defects; the plan and timelines for Toga to complete all defect works at the building.

Chambers Russell to confirm with Toga whether they are the final stages of tendering as appears to be the case. Chambers Russell to confirm how Toga can be in the final stages of tendering without being able to provide a scope of works to the strata committee.

Chambers Russell to seek updated MDS from Peter Lee.

All parties to provide strata committee with fortnightly updates going forward.

It was agreed that a meeting take place between all parties once schedule of the deed has been cleaned up. Chambers Russell to facilitate.

Meetings to take place every 2-3 months for update on defect situation.

First meeting is to focus exclusively on water ingress issues.

3. **Resolved that** Nicole Fuchs (primary) and Nasser Hamaid (secondary) of strata committee be appointed to provide instructions to Chambers Russell Lawyers and technical experts from time to time in relation to the building defects matter.

The strata committee elected to approve the following communications procedure in relation to these matters.

a) Email to Nicole with the remainder of the strata committee copied into the correspondence.

The email will contain a deadline for a response.

b) The strata committee will discuss the correspondence amongst themselves and once a series of questions or directions has been collected, Nicole will email the relevant parties.

c) If no response has been received by the deadline outlined in the email, the strata manager will call Nicole or Nassar.

d) The strata committee will revisit this process to confirm its effectiveness at the next strata committee meeting.

### Other business

4. **Resolved that** the strata committee discuss any further items of business that attendees wish to raise at the meeting and resolve how those will be dealt with at a later meeting (noting that depending on the nature of the item, it may not be able to be resolved at the meeting).

Joanne Struck addressed the strata committee about the change in building manager.

Strata Committee were advised that the previous building manager left to pursue another opportunity in the company.

Joanne has an extensive history at the building and will facilitate the former building manager attending all relevant meetings for the remainder of the defect process where possible.

CMS will provide the strata committee going forward with updates of any change to building manager, for both short and long term periods.

**Dated: 27 November 2019**

**Bright & Duggan Pty Ltd**

**Managing Agents for Strata Plan 90616**

There being no further business the meeting closed at 21:44.

# Minutes of Strata Committee Meeting

<b>Strata Plan</b>	90616
<b>Name</b>	Central Square Residential
<b>Address</b>	Chatham and Anthony Road, WEST RYDE NSW 2114
<b>Meeting Date</b>	17 February 2020
<b>Time</b>	7 pm
<b>Venue</b>	Strata meeting room
<b>Address</b>	Chatham and Anthony Road, WEST RYDE NSW 2114
<b>Present</b>	Pingtzir Sam (Lot 146) Nasser Hamaid (Lot 5) Howard Tsao (Lot 6) Nicole Fuchs (Lot 187) Nicholas Brown (Lot 2) Li Na Jian (Lot 25)
<b>Apologies</b>	Nil
<b>In attendance</b>	Igor Koudrine, Bright & Duggan Joanne Struck and Garry Court, CMS Bruce Ren and Elaine Ding, lot 208

## Minutes

1. Resolved that the minutes of the previous strata committee meeting held on 26 November 2019 be adopted as a true and accurate account of the proceedings of that meeting.

## Building defects matter

2. Resolved the following:
  - Summary Fortnightly update from Chambers Russell Lawyers was noted- see attached.
  - Noted that Toga's fire engineer will have meeting with Matthew Harriman (strata's fire engineer from Enhanced Building Services) on 18 February to discuss the scope of passive fire rectification works proposed by Toga.
  - Noted that RHM (strata's engineering firm) has agreed with Ross Taylor Associates report and recommendations in relation to leaching of level 3 Podium.
  - Noted and instructed building manager to pass committee's suggestion to the acoustic consultant to add one of the following units to his inspection list : 722, 616, 817.

## Building management report

3. Resolved to note building manager's report and further resolved the following:
  - Approve matrix for quoting on works.
  - Approved in principal removal of dead trees subject to BM obtaining two more quotes for committee's assessment.
  - Continue monitor and use Name and Shame approach, notices and improved signage to stop by-law breaches.
  - Committee agreed that CCTV /security system requires an upgrade and will further review the quotes presented by BM and further options like two stage approach which BM will request contractors to quote.

## Other business

4. Resolved the following:
  - In relation to overpayment to CMS building management services, Joanne Struck will re-send clarification to the treasurer
  - Noted the new owner of Coles supermarket lot being Somerset Properties Pty. Ltd.

## Next meeting

5. Resolved to hold next strata committee meeting on Monday 11 May 2020.

**Dated: 17 February 2020**  
**Bright & Duggan Pty Ltd**  
**Managing Agents for Strata Plan 90616**

There being no further business the meeting closed at 9 pm.



## Summary Fortnightly Update

**Date:** 10 February 2020

**Party:** Chambers Russell Lawyers

### What has been undertaken in the past fortnight?

1	<b>Toga:</b> <ol style="list-style-type: none"> <li>1. Defect item D305 (relating to the premature deterioration of the external rood and sprinkler pipes) – Toga and RHM Consultants have agreed on a scope of works and engaged a subcontractor to commence these works on 10 February 2020.</li> <li>2. Defect item D239 (relating to the Level 3 podium) - Ross and Taylor Associates (waterproofing expert engaged prior to Christmas) have provided a report that outlines a rectification methodology for this item that has been provided to RHM Consultants for review.</li> <li>3. Fire engineer, Trent De Maria has finished his review of the scope of works to rectify and this is now with Matthew Harriman of Enhanced Building Services for review.</li> </ol>
2	<b>Owners Corporation:</b> <ol style="list-style-type: none"> <li>1. No update received.</li> </ol>
3	<b>Chambers Russell Lawyers:</b> <ol style="list-style-type: none"> <li>1. Continued reviewing of certified defects and dates of certification provided by Mr Peter Le of RHM Consultants, including updating Master Defects Schedule.</li> <li>2. Liaising with Toga to confirm painting of sprinklers on the western end of the building.</li> <li>3. Liaising with Matthew Harriman of Enhanced Building Services to confirm review of scope of works from Trent De Maria, fire engineer.</li> <li>4. Liaised with Matthew Weston of Acoustic Dynamics as to review of architectural drawings and timeline for inspections.</li> </ol>
4	<b>Cambridge Management Services:</b> <ol style="list-style-type: none"> <li>1. Liaised with Acoustic Dynamics to schedule inspection for 10 February 2020, however this was cancelled due to wet weather.</li> </ol>
5	<b>Enhanced Building Services:</b> <ol style="list-style-type: none"> <li>1. Matthew Harriman advised no works had been undertaken and no correspondence had been received from Toga.</li> </ol>
6	<b>RHM Consultants:</b> <ol style="list-style-type: none"> <li>1. No update received.</li> </ol>
7	<b>Broune Group Consultants:</b> <ol style="list-style-type: none"> <li>1. No update received and has not been asked to undertake any work since July 2019.</li> </ol>
8	<b>Acoustic Dynamics:</b> <ol style="list-style-type: none"> <li>1. Matthew Weston was scheduled to inspect units 207,630, 850 and 856 on 10 February 2020, but this inspection was cancelled due to wet weather.</li> <li>2. Mr Weston advises that the "cracking noise" is not likely to occur during the wet and cooler weather.</li> <li>3. Regarding previous refused access from owner of unit 207 – Mr Weston spoke with owner who advised noise only happens occasionally and in hot weather, access to be provided when rescheduled.</li> </ol>

### What will be undertaken in the coming fortnight?

1	<b>Toga:</b> <ol style="list-style-type: none"> <li>1. Works to defect item D305 are to be completed.</li> </ol>
---	--

	<ol style="list-style-type: none"> <li>Ross and Taylor Associates and RHM Consultants to agree of proposed scope of works to rectify defect item D239. Toga to arrange a program and engage trades to rectify following agreement.</li> <li>Works to rooftop membrane to continue and be completed in first quarter of 2020.</li> <li>Once Matthew Harriman of Enhanced Building Services has approved scope of works, Toga will arrange a program and engage trades to rectify.</li> </ol>
2	<b>Owners Corporation:</b> <ol style="list-style-type: none"> <li>No update received.</li> </ol>
3	<b>Chambers Russell Lawyers:</b> <ol style="list-style-type: none"> <li>Continue to liaise with Mr Le as to certification of complete defect items.</li> <li>Continue to update Master Defects Schedule.</li> <li>Continue to liaise with engaged experts as to their inspections and reviewing of provided materials.</li> </ol>
4	<b>Cambridge Management Services:</b> <ol style="list-style-type: none"> <li>Expecting to hear from Acoustic Dynamics as to newly arranged inspections.</li> <li>Building management understands that Toga is scheduled to undertake painting of sprinklers on the western end of the building (rectification works to defect item D305).</li> </ol>
5	<b>Enhanced Building Services:</b> <ol style="list-style-type: none"> <li>Matthew Harriman to review the scope of works from Trent De Maria, fire engineer, and confirm scope of works approved with Toga.</li> </ol>
6	<b>RHM Consultants:</b> <ol style="list-style-type: none"> <li>No update received.</li> </ol>
7	<b>Broune Group Consultants:</b> <ol style="list-style-type: none"> <li>Nil.</li> </ol>
8	<b>Acoustic Dynamics:</b> <ol style="list-style-type: none"> <li>Matthew Weston will call Garry Court to reschedule inspections, weather pending, with at least 3 days' notice.</li> </ol>

15 August 2017

The Body Corporate(s), Macquarie Central  
1, 2, 4, 6, & 8 Saunders Close  
MACQUARIE PARK NSW 2113

To whom it may concern,

**Re: External Cladding and Attachments, Compliance Assessment  
Macquarie Central at 1, 2, 4, 6 & 8 Saunders Close, Macquarie Park**

We are pleased to provide the outcome of the assessment commissioned by TOGA, to verify the compliance of external cladding and attachments at Macquarie Central.


Independent fire engineers, Olsson Fire & Risk were engaged to assess the cladding and attachment material present at Macquarie Central. The attached certificate outlines the details and outcome of the assessment.

TOGA has taken all reasonable steps to address the concerns around the safety of cladding material, acknowledging the distress generated by recent events of fire spread at high-rise buildings globally. We consider safety to be of the utmost importance and remain committed to both listening and acting upon the concerns of owners and tenants.

All completed buildings, developed by TOGA, have been issued Occupation Certificates to certify they are safe to occupy.

We thank you for your patience awaiting the outcome of the assessment.

Yours sincerely,  
TOGA Group of Companies



Fabrizio Perilli  
Chief Executive Officer  
TOGA Development & Construction

3 August 2017

Toga  
Level 5, 45 Jones Street  
Ultimo NSW 2009

Attention: Jason Jondreau

Dear Jason

**RE: Manor Apartments, Corner Kellet Street & Bayswater Road Darlinghurst NSW | External Cladding & Attachments | Building Code of Australia Compliance**

Olsson Fire & Risk have verified the level of compliance of external cladding and attachments on the abovementioned building with the National Construction Code Building Code of Australia ("BCA") 2016.

The assessment has been conducted using criteria from Section C of the BCA and the relevant provisions of the *Environmental Planning & Assessment Act 1979* and *Environmental Planning & Assessment Regulation 2000*.

A visual and desktop assessment has been completed of the external wall cladding and attachments delivered by TOGA.

The external cladding material comprises of masonry.

The awning at street level is constructed of non-combustible materials (steel, fibre cement sheet) and timber trimming.

These products are identified as non-combustible under AS 1530.1 non-combustibility tests and Clause C1.12 of the BCA.

It is therefore concluded that the external wall cladding is compliant with Clause C1.12, Specification C1.1 Clause 3.1(b) and Specification C1.1 Clause 2.4 of the BCA.

We hope that this satisfies your requirements with regard to this matter.

Yours faithfully

Electronic Issue

**Trent De Maria** | MEng (Fire) | B.App.Sc (Env Hlth) | GD Bldg Fire Safety & Risk Eng | GCPEM |  
Associate Director | Australia  
Olsson Fire & Risk Pty Ltd

3 August 2017

Toga  
Level 5, 45 Jones Street  
Ultimo NSW 2010

**Attention: Jason Jondreau**

Dear Jason

**RE: Central Square, Corner Betts Road & Anthony Road West Ryde NSW | External Cladding & Attachments | Building Code of Australia Compliance**

Olsson Fire & Risk have verified the level of compliance of external cladding and attachments on the abovementioned building with the National Construction Code Building Code of Australia ("BCA") 2016.

The assessment has been conducted using criteria from Section C of the BCA and the relevant provisions of the *Environmental Planning & Assessment Act 1979* and *Environmental Planning & Assessment Regulation 2000*.

A visual and desktop assessment has been completed of the external wall cladding and attachments delivered by TOGA.

The external walls are constructed of masonry, precast and AFS walling system.

An aluminium cladding has been applied to the external wall in part. The cladding is not an Aluminium Composite Panel but non-combustible extruded aluminium sheet (known as Deco-Wood).

The awning at street level is constructed of non-combustible materials, Fibre Cement sheet and steel and aluminium materials have been used.

It is therefore concluded that the external wall cladding is compliant with Clause C1.12, Specification C1.1 Clause 3.1(b) and Specification C1.1 Clause 2.4 of the BCA.

We hope that this satisfies your requirements with regard to this matter.

Yours faithfully

Electronic Issue

**Trent De Maria** | ME(Fire) | B App.SC (Env Hlth) | GD Bldg Fire Safety & Risk Eng | GCIPM |  
Associate Director | Australia  
Olsson Fire & Risk Pty Ltd

3 August 2017

Toga  
Level 5, 45 Jones Street  
Ultimo NSW 2011

Attention: Jason Jondreau

Dear Jason

**RE: The Chatswood, Corner of Help & Anderson Street, Chatswood NSW | External Cladding & Attachments | Building Code of Australia Compliance**

Olsson Fire & Risk have verified the level of compliance of external cladding and attachments on the abovementioned building with the National Construction Code Building Code of Australia ("BCA") 2016.

The assessment has been conducted using criteria from **Section C** of the BCA and the relevant provisions of the *Environmental Planning & Assessment Act 1979* and *Environmental Planning & Assessment Regulation 2000*.

A visual and desktop assessment has been completed of the external wall cladding and attachments delivered by TOGA.

The external walls are constructed of masonry, Hebel and Fibre Cement sheet.

The awning at street level is constructed of non-combustible materials, fibre cement sheet, steel and aluminium.

An extruded sheet aluminium has been applied as decorative attachments on the southern, eastern and northern facade.

It is therefore concluded that the external wall cladding is compliant with Clause C1.12, Specification C1.1 Clause 3.1(b) and Specification C1.1 Clause 2.4 of the BCA.

We hope that this satisfies your requirements with regard to this matter.

Yours faithfully

Electronic Issue

**Trent De Maria** | ME(Fire) | B.App.Sc. (Env.Hlth) | GD Bldg Fire Safety & Risk Eng | GCPIA |  
Associate Director | Australia  
Olsson Fire & Risk Pty Ltd

3 August 2017

Toga  
Level 5, 45 Jones Street  
Ultimo NSW 2012

Attention: Jason Jondreau

Dear Jason

**RE: Highpoint, Forest Road, Hurstville NSW | External Cladding & Attachments | Building Code of Australia Compliance**

Olsson Fire & Risk have verified the level of compliance of external cladding and attachments on the abovementioned building with the National Construction Code Building Code of Australia ("BCA") 2016.

The assessment has been conducted using criteria from **Section C** of the **BCA** and the relevant provisions of the **Environmental Planning & Assessment Act 1979** and **Environmental Planning & Assessment Regulation 2000**.

A visual and desktop assessment has been completed of the external wall cladding and attachments delivered by TOGA.

The external cladding material comprises of masonry, precast concrete and AFS walling system.

The awning at street level is constructed of non-combustible materials (steel, fibre cement sheet).

These products are identified as non-combustible under AS 1530.1 non-combustibility tests and Clause C1.12 of the BCA.

It is therefore concluded that the external wall cladding is compliant with Clause C1.12, Specification C1.1 Clause 3.1(b) and Specification C1.1 Clause 2.4 of the BCA.

We hope that this satisfies your requirements with regard to this matter.

Yours faithfully

Electronic Issue

**Trent De Maria** [ME(Fire) | B.App.SC (Env Hlth) | GD Bldg Fire Safety & Risk Eng | GCPM]  
Associate Director | Australia  
Olsson Fire & Risk Pty Ltd



3 August 2017

Toga  
Level 5, 45 Jones Street  
Ultimo NSW 2007

Attention: Jason Jondreau

Dear Jason

**RE: 2 Saunders Close, Macquarie Park NSW | External Cladding & Attachments | Building Code of Australia Compliance**

Olsson Fire & Risk have verified the level of compliance of external cladding and attachments on the abovementioned building with the National Construction Code Building Code of Australia ("BCA") 2016.

The assessment has been conducted using criteria from **Section C** of the BCA and the relevant provisions of the *Environmental Planning & Assessment Act 1979* and *Environmental Planning & Assessment Regulation 2000*.

A visual and desktop assessment has been completed of the external wall cladding and attachments delivered by TOGA.

The external cladding, primarily comprising of a mixture of masonry, precast, fibre cement sheet and Hebel®, are identified as non-combustible products under AS 1530.1 non-combustibility tests and Clause C1.12 of the BCA.

No Aluminium Composite Panel (ACP) was evident on the facade.

It is therefore concluded that the external wall cladding is compliant with Clause C1.12, Specification C1.1 Clause 3.1(b) and Specification C1.1 Clause 2.4 of the BCA.

We hope that this satisfies your requirements with regard to this matter.

Yours faithfully

**Electronic Issue**

**Trent De Maria** | ME(Fire) | B.App.Sc (Env Hlth) | GD Bldg Fire Safety & Risk Eng | GCPM |  
Associate Director | Australia  
Olsson Fire & Risk Pty Ltd



3 August 2017

Toga  
Level 5, 45 Jones Street  
Ultimo NSW 2007

Attention: Jason Jondreau

Dear Jason

**RE: 4 Saunders Close, Macquarie Park NSW | External Cladding & Attachments | Building Code of Australia Compliance**

Olsson Fire & Risk have verified the level of compliance of external cladding and attachments on the abovementioned building with the National Construction Code Building Code of Australia ("BCA") 2016.

The assessment has been conducted using criteria from **Section C** of the BCA and the relevant provisions of the *Environmental Planning & Assessment Act 1979* and *Environmental Planning & Assessment Regulation 2000*.

A visual and desktop assessment has been completed of the external wall cladding and attachments delivered by TOGA.

The external cladding, primarily comprising of a mixture of masonry, precast, fibre cement sheet and Hebel®, are identified as non-combustible products under AS 1530.1 non-combustibility tests and Clause C1.12 of the BCA.

No Aluminium Composite Panel (ACP) was evident on the facade.

It is therefore concluded that the external wall cladding is compliant with Clause C1.12, Specification C1.1 Clause 3.1(b) and Specification C1.1 Clause 2.4 of the BCA.

We hope that this satisfies your requirements with regard to this matter.

Yours faithfully

Electronic Issue

**Trent De Maria** | ME(Fire) | B.App.Sc (Env Hlth) | GE Bdg Fire Safety & Risk Eng | GC PM |  
Associate Director | Australia  
Olsson Fire & Risk Pty Ltd

3 August 2017

Toga  
Level 5, 45 Jones Street  
Ultimo NSW 2007

Attention: Jason Jondreau

Dear Jason

**RE: 6 Saunders Close, Macquarie Park NSW | External Cladding & Attachments | Building Code of Australia Compliance**

Olsson Fire & Risk have verified the level of compliance of external cladding and attachments on the abovementioned building with the National Construction Code Building Code of Australia ("BCA") 2016.

The assessment has been conducted using criteria from **Section C** of the **BCA** and the relevant provisions of the *Environmental Planning & Assessment Act 1979* and *Environmental Planning & Assessment Regulation 2000*.

A visual and desktop assessment has been completed of the external wall cladding and attachments delivered by TOGA.

The external cladding, primarily comprising of a mixture of masonry, precast, fibre cement sheet and Hebel®, are identified as non-combustible products under AS 1530.1 non-combustibility tests and Clause C1.12 of the BCA.

No Aluminium Composite Panel (ACP) was evident on the facade.

It is therefore concluded that the external wall cladding is compliant with Clause C1.12, Specification C1.1 Clause 3.1(b) and Specification C1.1 Clause 2.4 of the BCA.

We hope that this satisfies your requirements with regard to this matter.

Yours faithfully

**Electronic Issue**

**Trent De Maria** | ME(Fire) | B App.SC (Env Hlth) | GD Bdg Fire Safety & Risk Eng | GCPM |  
Associate Director | Australia  
Olsson Fire & Risk Pty Ltd

3 August 2017

Toga  
Level 5, 45 Jones Street  
Ultimo NSW 2007

Attention: Jason Jondreau

Dear Jason

**RE: 8 Saunders Close, Macquarie Park NSW | External Cladding & Attachments | Building Code of Australia Compliance**

Olsson Fire & Risk have verified the level of compliance of external cladding and attachments on the abovementioned building with the National Construction Code Building Code of Australia ("BCA") 2016.

The assessment has been conducted using criteria from Section C of the BCA and the relevant provisions of the *Environmental Planning & Assessment Act 1979* and *Environmental Planning & Assessment Regulation 2000*.

A visual and desktop assessment has been completed of the external wall cladding and attachments delivered by TOGA.

The external cladding, primarily comprising of a mixture of masonry, precast, fibre cement sheet and Hebel®, are identified as non-combustible products under AS 1530.1 non-combustibility tests and Clause C1.12 of the BCA.

No Aluminium Composite Panel (ACP) was evident on the facade.

It is therefore concluded that the external wall cladding is compliant with Clause C1.12, Specification C1.1 Clause 3.1(b) and Specification C1.1 Clause 2.4 of the BCA.

We hope that this satisfies your requirements with regard to this matter.

Yours faithfully

Electronic Issue

**Trent De Maria** | ME(Fire) | B.App.Sc (Env Hlth) | GD Bldg Fire Safety & Risk Eng | GCPM |  
Associate Director | Australia  
Olsson Fire & Risk Pty Ltd

3 August 2017

Toga  
Level 5, 45 Jones Street  
Ultimo NSW 2007

Attention: Jason Jondreau

Dear Jason

**RE: 1 Saunders Close, Macquarie Park NSW | External Cladding & Attachments | Building Code of Australia Compliance**

Olsson Fire & Risk have verified the level of compliance of external cladding and attachments on the abovementioned building with the National Construction Code Building Code of Australia ("BCA") 2016.

The assessment has been conducted using criteria from **Section C** of the BCA and the relevant provisions of the *Environmental Planning & Assessment Act 1979* and *Environmental Planning & Assessment Regulation 2000*.

A visual and desktop assessment has been completed of the external wall cladding and attachments delivered by TOGA.

The external cladding, primarily comprising of a mixture of masonry, precast, fibre cement sheet and Hebel®, are identified as non-combustible products under AS 1530.1 non-combustibility tests and Clause C1.12 of the BCA.

No Aluminium Composite Panel (ACP) was evident on the facade.

It is therefore concluded that the external wall cladding is compliant with Clause C1.12, Specification C1.1 Clause 3.1(b) and Specification C1.1 Clause 2.4 of the BCA.

We hope that this satisfies your requirements with regard to this matter.

Yours faithfully

Electronic Issue

**Trent De Maria** | ME(Fire) | B.App.SC (Env Hlth) | GD Bdg Fire Safety & Risk Eng | GCPM |  
Associate Director | Australia  
Olsson Fire & Risk Pty Ltd

3 August 2017

Toga  
Level 5, 45 Jones Street  
Ultimo NSW 2007

Attention: Jason Jondreau

Dear Jason

RE: **Saunders Village, Saunders Close Macquarie Park NSW | External Cladding & Attachments | Building Code of Australia Compliance**

Olsson Fire & Risk have verified the level of compliance of external cladding and attachments on the abovementioned building with the National Construction Code Building Code of Australia ("BCA") 2016.

The assessment has been conducted using criteria from Section C of the BCA and the relevant provisions of the *Environmental Planning & Assessment Act 1979* and *Environmental Planning & Assessment Regulation 2000*.

A visual and desktop assessment has been completed of the external wall cladding and attachments delivered by TOGA.

The external cladding, primarily comprising of a mixture of masonry, precast, fibre cement sheet products are identified as non-combustible products under AS 1530.1 non-combustibility tests and Clause C1.12 of the BCA.

No Aluminium Composite Panel (ACP) was evident on the facade.

It is therefore concluded that the external wall cladding is compliant with Clause C1.12, Specification C1.1 Clause 3.1(b) and Specification C1.1 Clause 2.4 of the BCA.

We hope that this satisfies your requirements with regard to this matter.

Yours faithfully

**Electronic Issue**

**Trent De Maria** | ME(Fire) | B.App.SCI(Env Hlth) | GD Bldg Fire Safety & Risk Eng | GCQM |  
Associate Director | Australia  
Olsson Fire & Risk Pty Ltd

3 August 2017

Toga  
Level 5, 45 Jones Street  
Ultimo NSW 2008

Attention: Jason Jondreau

Dear Jason

**RE: Hampton Court, Corner Kellet Street & Bayswater Road Darlinghurst NSW | External Cladding & Attachments | Building Code of Australia Compliance**

Olsson Fire & Risk have verified the level of compliance of external cladding and attachments on the abovementioned building with the National Construction Code Building Code of Australia ("BCA") 2016.

The assessment has been conducted using criteria from **Section C** of the BCA and the relevant provisions of the *Environmental Planning & Assessment Act 1979* and *Environmental Planning & Assessment Regulation 2000*.

A visual and desktop assessment has been completed of the external wall cladding and attachments delivered by TOGA.

The external cladding material comprises of masonry and potential fibre cement sheet or aerated concrete.

The awning at street level is constructed of non-combustible materials (steel, fibre cement sheet).

These products are identified as non-combustible under AS 1530.1 non-combustibility tests and Clause C1.12 of the BCA.

It is therefore concluded that the external wall cladding is compliant with Clause C1.12, Specification C1.1 Clause 3.1(b) and Specification C1.1 Clause 2.4 of the BCA.

We hope that this satisfies your requirements with regard to this matter.

Yours faithfully

Electronic Issue

**Trent De Maria** | ME(Fire) | B App.SC (Env Hlth) | GD Bldg Fire Safety & Risk Eng | GCPM |  
Associate Director | Australia  
Olsson Fire & Risk Pty Ltd

3 August 2017

Toga  
Level 5, 45 Jones Street  
Ultimo NSW 2007

Attention: Jason Jondreau

Dear Jason

**RE: Morling College - Administration Building, Herring Road Macquarie Park NSW | External Cladding & Attachments | Building Code of Australia Compliance**

Olsson Fire & Risk have verified the level of compliance of external cladding and attachments on the abovementioned building with the National Construction Code Building Code of Australia ("BCA") 2016.

The assessment has been conducted using criteria from Section C of the BCA and the relevant provisions of the *Environmental Planning & Assessment Act 1979* and *Environmental Planning & Assessment Regulation 2000*.

A visual and desktop assessment has been completed of the external wall cladding and attachments delivered by TOGA.

An Aluminium Composite Panel (ACP) was evident on the facade. No determination has been made as to whether the material is an attachment or cladding as the product, Vitracore G2, is identified as a non-combustible product under Clause C1.12 of the BCA, and AS 1530.1 by CSIRO assessment reports.

It is therefore concluded that the external wall cladding is compliant with Clause C1.12, Specification C1.1 Clause 3.1(b) and Specification C1.1 Clause 2.4 of the BCA.

We hope that this satisfies your requirements with regard to this matter.

Yours faithfully

Electronic Issue

**Trent De Maria** | ME(Fire) | B.App.Sci(Env Hlth) | GD Bldg Fire Safety & Risk Eng | GCQM |  
Associate Director | Australia  
Olsson Fire & Risk Pty Ltd


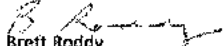

Enclosures:

Photo of Installation

Certificate of Test



## Appendix A Certificate of Non-Combustibility Test

Certificate of Test	
Quote No.: NC7442	REPORT No.: FNC11476B
COMBUSTIBILITY TEST FOR MATERIALS IN ACCORDANCE WITH AS 1530.1-1994	
TRADE NAME:	Vitracore G2 – Aluminium composite panel incorporating a corrugated profiled aluminium core with aluminium outer skins.
SPONSOR:	Fairview Architectural Pty Ltd 18-20 Donald Street, LITHGOW NSW 2790 AUSTRALIA
DESCRIPTION OF TEST SAMPLE:	The sponsor described the tested specimen as an aluminium composite panel comprising three layers. The test specimen comprised the two flat skins and a profiled core.  Layer 1: 0.7-mm thick aluminium face; Layer 2: 0.3-mm thick corrugated profiled aluminium core, expanded to 2.6-mm; Layer 3: 0.5-mm thick aluminium face.  Nominal total thickness: 4-mm Nominal mass: 4 kg/m <sup>2</sup> (measured) Colour: silver
TEST PROCEDURE:	Five (5) samples were tested in accordance with Australian Standard 1530 Methods for fire tests on building materials, components and structures, Part 1- 1994: Combustibility Test for Materials. An alternative suitable insulating material was used to fill the annular space between the furnace tubes, as specified in Clause 4.2 of ISO 1182:2010.
RESULTS:	Mean furnace thermocouple temperature rise..... 11.0°C Mean specimen centre thermocouple temperature rise .....14.2°C Mean specimen surface thermocouple temperature rise..... 5.4°C Mean duration of sustained flaming..... 0 seconds Mean mass loss..... 0.09 %
DESIGNATION:	The material is NOT deemed COMBUSTIBLE according to the test criteria specified in Clause 3.4 of AS 1530.1-1994.
These test results relate only to the behaviour of the test specimens of the material under the particular conditions of the test and they are not intended to be the sole criterion for assessing the potential fire hazard of the material in use.	
DATE OF TEST:	3 September 2015
Issued on the 12 <sup>th</sup> day of November 2015 without alterations or additions. This certificate supersedes Report No. FNC11476A issued on 4 November 2015.	
 Helen Alarde Testing Officer	 Brett Roddy Team Leader, Fire Testing and Assessments
Copyright CSIRO 2015. Copying or alteration of this report without written authorisation from CSIRO is forbidden.	
 NATA Accredited Laboratory Number: 155 Corporate Site No 3625 Accredited for compliance with ISO/IEC 17025	
<b>CSIRO INFRASTRUCTURE TECHNOLOGIES</b> 14 Edison Avenue, Bluewater Corporate Park, North Ryde NSW 2113 AUSTRALIA Telephone: 61 2 9439 5444, Facsimile: 61 2 9439 3535, www.csiro.au	



3 August 2017

Toga  
Level 5, 45 Jones Street  
Ultimo NSW 2010

**Attention: Jason Jondreau**

Dear Jason

**RE: Central Square, Corner Betts Road & Anthony Road West Ryde NSW | External Cladding & Attachments | Building Code of Australia Compliance**

Olsson Fire & Risk have verified the level of compliance of external cladding and attachments on the abovementioned building with the National Construction Code Building Code of Australia ("BCA") 2016.

The assessment has been conducted using criteria from **Section C** of the **BCA** and the relevant provisions of the ***Environmental Planning & Assessment Act 1979*** and ***Environmental Planning & Assessment Regulation 2000***.

A visual and desktop assessment has been completed of the external wall cladding and attachments delivered by TOGA.

The external walls are constructed of masonry, precast and AFS walling system.

An aluminium cladding has been applied to the external wall in part. The cladding is not an Aluminium Composite Panel but non-combustible extruded aluminium sheet (known as Deco-Wood).

The awning at street level is constructed of non-combustible materials, Fibre Cement sheet and steel and aluminium materials have been used.

It is therefore concluded that the external wall cladding is compliant with Clause C1.12, Specification C1.1 Clause 3.1(b) and Specification C1.1 Clause 2.4 of the BCA.

We hope that this satisfies your requirements with regard to this matter.

Yours faithfully

**Electronic Issue**

**Trent De Maria** | ME(Fire) | B.App.SC (Env Hlth)) | GD Bdg Fire Safety & Risk Eng | GCPM |  
Associate Director | Australia  
Olsson Fire & Risk Pty Ltd

# **Schedule 1**

## **Schedule of Defects**

**Strata Plan No 90616**

**14A-14B Anthony Road & 15-17 Chatham Road**

**West Ryde**

# Index

Report	Page Reference
Introduction	[3]
RHM defects	[4]
BCA Logic defects	[12]
Category B items	[71]
Category C items	[75]

## Introduction

1. The reports referred to in this Schedule form part of the schedule, despite not being annexed to it.
2. Where there is a conflict in interpretation between this Schedule and any of the expert reports referred to in this Schedule, the expert reports are to prevail.
3. The following terms have the following meanings:

Term	Definition
RHMA	RHM report dated 13 December 2016
RHMB	RHM addendum dated 29 May 2017
RHMC	RHM report dated 14 August 2017
RHMD	RHM status report dated 18 October 2017
BCAA	BCA Logic Report dated 15 March 2017
BCAB	BCA Logic Report dated 20 September 2017

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Defects in the reports of RHM Consultants									
D002	Various - all lots	Various - all units		The sink plug to vanity basin becomes stuck when engaged	Ensuite and bathroom vanity	RHMC, S.2	Undertake agreed SoW	RHMC, S.2D	A
D003	220	101		Staining and tarnishing on kitchen floor tiles caused by inadequate protection of kitchen tiling during construction and failure to clean and make good work areas	Kitchen floor tiling	RHMC, 1.1	Undertake agreed SoW	RHMC, 1.1D	A
D009	226	108		Undue and disruptive hydraulic noise intrusion possibly caused by deficiency or absence of adequate acoustic insulation around pipework in ceiling	Ceilings of unit	RHMC, 7.1	Tom Aubusson of Acoustic Logic to investigate and assess the issue	Dependent upon outcome of further testing	A
D017	4	205		Water seepage (calcification and efflorescence staining and stalactite formation) emanating from above slab edge, water dripping onto balcony floor tiles and subsequently staining same, caused by incorrect falls and insufficient drainage provisions installed to the central courtyard at eastern end, and deficiency with waterproofing provisions on top surface of concrete slab above	Eastern balcony	RHMC, 14.1	Undertake agreed SoW	RHMC, 14.1D	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
<b>Defects in the reports of RHM Consultants</b>									
D018	5	206		Water seepage (calcification and efflorescence staining and stalactite formation) emanating from above slab edge, water dripping onto balcony floor tiles and subsequently staining same, caused by incorrect falls and insufficient drainage provisions installed to the central courtyard at eastern end, and deficiency with waterproofing provisions on top surface of concrete slab above	Eastern balcony	RHMC, 15.1	Undertake agreed SoW	RHMC, 15.1D	A
D019	6	207		Water seepage (calcification and efflorescence staining and stalactite formation) emanating from above slab edge, water dripping onto balcony floor tiles and subsequently staining same, caused by incorrect falls and insufficient drainage provisions installed to the central courtyard at eastern end, and deficiency with waterproofing provisions on top surface of concrete slab above	Eastern balcony	RHMC, 16.1	Undertake agreed SoW	RHMC, 16.1D	A
D030	16	218		Water seepage emanating through construction joint caused by deficiency with waterproofing provisions on top surface of balcony concrete slab	Northern balcony	RHMC, 26.1	Undertake agreed SoW	RHMC, 26.1D	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
<b>Defects in the reports of RHM Consultants</b>									
D069	52	335		Cracked and displaced grouting between floor tiles, caused by differential movement between building elements (tiling and substrate), excessive drying shrinkage of grout, and poorly executed workmanship	Adjacent to floor waste in southern courtyard	RHMC, 62.1	Undertake agreed SoW	RHMC, 62.1D	A
D079	61	355		Water penetration damage to carpet (staining) and to timber smooth edge (staining and mould growth) at north-western corner and to timber skirting along base of northern and western walls caused by deficiency with waterproofing and weatherproofing provisions of adjoining planterbox, aluminium-framed window and external walls, and absence of stop ends to the sub-sill of the aluminium-framed window	Study	RHMC, 71.1	Undertake agreed SoW, including necessary further investigations	RHMC, 71.1D	A
D080	61	355		Water penetration damage (staining) to plasterboard ceiling caused by deficiency with waterproofing and weatherproofing provisions of balcony above and aluminium-framed window servicing unit above	South-eastern corner on LHS of aluminium-framed window in bedroom 1	RHMC, 71.2	Undertake agreed SoW, including necessary further investigations	RHMC, 71.2D	A
D087	68	506		Inordinate noise intrusion from the fan motor when the exhaust fans are in operation	Air-conditioning vent in bedroom 1	RHMC, 78.1	Engage qualified HVAC consultant to investigate further	Dependent upon outcome of further testing	A
D092	90	511		Undue and disruptive living noise intrusion from floorboards in unit above	Bathroom and bedroom 1	RHMC, 83.1	Tom Aubusson of Acoustic Logic to investigate and	Dependent upon outcome of further	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Defects in the reports of RHM Consultants									
							assess the issue	testing	
D111	81	531		Cracked floor tile caused by differential movement between building elements, excessive drying shrinkage of substrate materials, and insufficient adhering of tiles to bedding material	Doorway threshold on RHS of entry doorway	RHMC, 101.1	Undertake agreed SoW	RHMC, 101.1D	A
D116	83	535		Slow draining floor waste in shower recess and water surcharge from floor waste caused by possible blockage of drainage pipe work or deficiency of installation of drainage pipe work	Bathroom	RHMC, 104.3	Investigate and assess configuration of pipe work servicing the unit	Dependent upon outcome of further investigations	A
D133	113	617		5.0mm wide cracking and separation along the expansion joint to internal walls and ceiling and 4.0mm wide separation between timber floorboards caused by differential movement and failure to accommodate building movement along construction joint	Hallway	RHMC, 118.1	Undertake agreed SoW	RHMC, 118.1D	A
D134	113	617		Minor separation along timber quad	Bedroom at the head of western wall at the location of the construction joint	RHMC, 118.2	Undertake agreed SoW	RHMC, 118.2D	A
D135	113	617		Excessive gap between soffit of balcony slab and western external wall at location of construction joint	Northern balcony	RHMC, 118.3	Undertake agreed SoW	RHMC, 118.3D	A



ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
<b>Defects in the reports of RHM Consultants</b>									
D136	113	617		5.0mm wide cracking to concrete hob caused by differential movement and inadequate joint provisions to delineate interface of building elements and accommodate predictable differential movement	North-western corner of northern balcony at location of construction joint	RHMC, 118.4	Undertake agreed SoW	RHMC, 118.4D	A
D137	113	617		Separation and displacement of sealant between floor and hob tiles along the construction joint, allowing for voids, caused by unsatisfactorily applied sealant to ensure adhesion to neighbouring building elements	Northern balcony	RHMC, 118.5	Undertake agreed SoW	RHMC, 118.5D	A
D138	114	618		Water penetration damage (staining and mould growth) to timber smooth edge along the base of south-eastern wall and to underside of carpet adjacent to eastern wall caused by deficiency with waterproofing and weatherproofing provisions of aluminium-framed window and balcony floor surface adjacent, and deficiencies with sub-sill drainage provisions and/or sill flashing	Living room	RHMC, 119.1	Undertake agreed SoW, including necessary further investigations	RHMC, 119.1D	A
D140	116	620		Intermittent draughts emanating through aluminium-framed balcony sliding door	Western wall of living room	RHMC, 121.1	Undertake agreed SoW	RHMC, 121.1D	A
D146	146	631		Discolouration to grouting between wall tiles caused by oxidisation of grout and/or age-related discolouration of substrate and inferior grout material	Northern and western walls in bathroom adjacent to bath/shower recess	RHMC, 126.2	Undertake agreed SoW	RHMC, 126.2D	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Defects in the reports of RHM Consultants									
D147	146	631		1.0mm wide separation of timber quad moulding along southern wall, adjacent to ceiling, and unpainted section of timber quad moulding above sliding door adjacent to ceiling at south-eastern corner	Living room	RHMC, 126.3	Undertake agreed SoW	RHMC, 126.3D	A
D168	126	660		Water penetration due to waterproofing and weatherproofing deficiencies. Result of poor workmanship	Living room - carpet at north-western corner	RHMC, 143.1	Further investigations set out in SoW. Undertake agreed SoW.	RHMC, 143.1D	A
D183	148	708		Undue and disruptive hydraulic noise intrusion possibly caused by deficiency or absence of adequate acoustic insulation around pipework in ceiling	Bedroom 1 - air conditioning outlet above built-in robe	RHMC, 158.1	Further investigation by qualified acoustic consultant.	RHMC, 158.1D	A
D187	162	712		Sliding door difficult to operate due to excessive friction as a result of poor workmanship	Living room	RHMC, 162.1	Undertake agreed SoW	RHMC, 162.1D	A
D188	162	712		Inadequately installed glass panes, where incorrectly sized rubber gaskets may have been used as a result of poor workmanship	Bedroom 1 - head of aluminium framed window on northern wall	RHMC, 162.2	Undertake agreed SoW	RHMC, 162.2D	A
D202	207	728		Water penetration due to deficiencies in waterproofing and weatherproofing.	Bedroom 1 - north eastern corner	RHMC, 176.1	Some further investigations required. Undertake agreed SoW	RHMC, 176.1D	A
D217	179	803		Differential movement between building elements causing cracking as a result of poor workmanship	Living room, between plasterboard wall lining sheets of bulkhead on eastern wall below air-conditioning ventilation grilles	RHMC, 188.1	Undertake agreed SoW	RHMC, 188.1D	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
<b>Defects in the reports of RHM Consultants</b>									
D222	213	813		Water penetration causing carpet staining as a result of deficiency in waterproofing and weatherproofing due to poor workmanship	Living room to carpet at south-western corner, left hand side of sliding door	RHMC, 193.1	Further investigation required. Undertake agreed SoW	RHMC, 193.1D	A
D223	213	813		Slow to drain, drainage pipe may be blocked. Due to poor workmanship	Bathroom - bathtub	RHMC, 193.2	Further investigation required. Undertake agreed SoW	RHMC, 193.2D	A
D232	187	820		Concrete slab not level as a result of poor workmanship	Bedroom 2 - south eastern corner adjacent to aluminium-framed glass sliding door	RHMC, 199.4	Undertake agreed SoW	RHMC, 199.4D	A
D236	217	830		Water penetration staining carpet caused by deficiency in waterproofing and weatherproofing window and external walls. Due to poor workmanship	Bedroom 1	RHMC, 203.1	Further investigations required. Undertake agreed SoW	RHMC, 203.1D	A
D238	218	831		Cracking and separation of plasterboard wall linking sheets caused by differential movement between elements. Due to poor workmanship	Living room	RHMC, 204.2	Undertake agreed SoW	RHMC, 204.2D	A
D239	219	832		Cracking and separation of plasterboard wall linking sheets caused by differential movement between elements. Due to poor workmanship	Front entry	RHMC, 205.1	Undertake agreed SoW	RHMC, 205.1D	A
D240	219	832		Cracking and separation of plasterboard wall linking sheets caused by differential movement between elements. Due to poor workmanship	Living room	RHMC, 205.2	Undertake agreed SoW	RHMC, 205.2D	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
<b>Defects in the reports of RHM Consultants</b>									
D244	192	837		Separation between diving wall and adjoining elements due to differential movement occurred between building elements as a result of poor workmanship	Western dividing wall (specifically see kitchen bench, timber quad, cupboard, floor tile, bulk head, plasterboard ceiling)	RHMC, 209.1	Undertake agreed SoW	RHMC, 209.1D	A
D254	167	856		Staining and tarnishing of sliding door frame due to failure to protect adjoining surfaces as a result of poor workmanship	Balcony	RHMC, 217.1	Undertake agreed SoW	RHMC, 217.1D	A
D255	167	856		Instructed by building manager that occupant had water ingress issues. Caused by deficiency in waterproofing and weatherproofing windows as a result of poor workmanship	Windows	RHMC, 217.2	Undertake agreed SoW	RHMC, 217.2D	A
D264	199	862		Instructed by occupant that shower recess was slow draining. Observed	Bathroom	RHMC, 223.2	Further investigations required. Undertake agreed SoW	RHMC, 223.2D	A
D277	CP	CP	Common foyer - level 2	Missing signage for garbage chutes due to poor workmanship	Timber door	RHMC, C2.1	Undertake agreed SoW	RHMC, C2.1D	A
D298	CP	CP	Roof	Inadequate falls to surface drainage outlets and possible incorrect application of waterproof membrane causing ponding and accumulation of undrained surface water.	Roof	RHMC, C5.1	Undertake agreed SoW	RHMC, C5.1D	A
D301	CP	CP	Carpark	Absence of signage due to incomplete work and poor workmanship	Meter room - level 1 car park	RHMC, C6.3	Undertake agreed SoW	RHMC, C6.3D	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
<b>Defects in the reports of RHM Consultants</b>									
D303	CP	CP	Carpark	Instructed by occupant of 620 of water seepage. Water accumulating and calcification staining as a result of shrinking properties of concrete and deficient waterproofing due to poor workmanship	Between car parks of units 511 and 620. Calcification noticed generally in the area	RHMC, C6.5	Undertake agreed SoW	RHMC, C6.5D	A
D304	CP	CP	Eastern façade	Premature deterioration of paintwork due to inadequate materials and poor workmanship	Rendered balustrade on level 2, northern end	RHMC, C7.1	Undertake agreed SoW	RHMC, C7.1D	A
D305	CP	CP	Southern elevation	Premature deterioration of fire sprinkler pipes due to insufficient pipes and accumulation of pollutants. Poor standard of workmanship	Reinforced concrete slabs in multiple locations	RHMC, C7.2	Undertake agreed SoW	RHMC, C7.2D	A
D306	CP	CP	Eastern façade	Premature deterioration of paintwork due to inadequate materials and poor workmanship	Rendered balustrade on level 2, southern end	RHMC, C7.3	Undertake agreed SoW	RHMC, C7.3D	A
D312	CP	CP	Northern façade	Premature blistering of paintwork due to inadequate material and poor workmanship	External wall (east facing) on level 5, northern end	RHMC, C7.9	Undertake agreed SoW	RHMC, C7.9D	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
<b>Defects in the reports of BCA Logic</b>									
D315	221	102		No fire collar on PEX pipe. Breach of BCA C3.15	Bounding wall	BCAB, 5.1.1	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.1	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D316	5	206		6mm gap to each side of entry door. Breach of BCA clause C3.11 and BCA C3.4	Entry door	BCAB, 5.1.2	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.2	A
D317	6	207		15 mm gap at base of unit entry door. Breach of BCA clause C3.11 and BCA 3.4	Entry door	BCAB, 5.1.2	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.3	A
D318	13	215		No fire collar on PEX pipe. Breach of BCA C3.15	Bounding wall	BCAB 5.1.4 (repeated at BCA, 5.1.5)	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.4/5	A
D319	18	220		No fire collar on PEX pipe. Breach of BCA C3.15	Bounding wall above entry door	BCAB, 5.1.6	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.6	A
D320	23	302		Barrier below openable window less than 865mm from finished floor level. Window has no opening restriction device. Breach of BCA D2.16	Bedroom	BCAB, 5.1.7	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.7	A
D321	35	316		Poorly sealed electrical cable. Top of penetration not sealed. Breach of BCA C3.15	Entry door	BCAB, 5.1.8	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.8	A
D322	37	318		Smoke alarm installed not in accordance with BCA E2.2a	Past bedroom 1	BCAB, 5.1.9	Toga to repair in accordance with SoW to be	BCAB, 5.1.9	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
							developed under Deed		
D323	37	318		No fire collar to PEX gas pipe. Not sealed with mastic. Breach of BCA C3.15	Gas pipe above slab level	BCAB, 5.1.10	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.10	A
D324	37	318		Unsealed electrical cable. Penetrating through head of Hebel channel. Breach of BCA C3.15	Bounding wall above entry door	BCAB, 5.1.11	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.11	A
D325	101	516		Unsealed electrical cable. Breach of BCA C3.15	Bounding wall above entry door	BCAB, 5.1.12	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.12	A
D326	101	516		Barrier below openable window less than 865mm from finished floor level. Window has no opening restriction device. Breach of BCA D2.16	Bedroom	BCAB, 5.1.13	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.13	A
D327	101	516		Redundant penetration through slab above which has not been sealed. Breach BCA C3.15	Unclear	BCAB, 5.1.14	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.14	A
D328	75	525		Barrier below openable window less than 865mm from finished floor level. Window has no opening restriction device. Breach of BCA D2.16	Bedroom	BCAB, 5.1.15	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.15	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D329	110	606		Barrier below openable window less than 865mm from finished floor level. Window has no opening restriction device. Breach of BCA D2.16	Bedroom	BCAB, 5.1.16	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.16	A
D330	110	606		Excessive gap (5mm) at top of entry door. Breach of BCA C3.11	Entry door	BCAB, 5.1.17	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.17	A
D331	115	619		Excessive gap (4mm) at top of entry door. Breach of BCA C3.11	Entry door	BCAB, 5.1.18	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.18	A
D332	145	630		Excessive gap (5mm) at top of entry door. Breach of BCA C3.11	Entry door	BCAB, 5.1.19	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.19	A
D333	125	651		Fire rated frame has no tag. Breach of BCA C3.11 and C3.4	Entry door	BCAB, 5.1.20	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.20	A
D334	125	651		Barrier below openable window less than 720mm from finished floor level. Window has no opening restriction device. Breach of BCA D2.16	Bedroom	BCAB, 5.1.21	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.21	A
D335	94	653		Fire rated frame has no tag. Breach of BCA C3.11 and C3.4	Entry door	BCAB, 5.1.22	Toga to repair in accordance with SoW to be	BCAB, 5.1.22	A



ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
							developed under Deed		
D336	94	653		2 redundant penetrations through Hebel. Breach of BCA C3.15	Bounding wall above kitchen	BCAB, 5.1.23	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.23	A
D337	97	657		Excessive gap (6mm) at top of entry door. Breach of BCA C3.11 and C3.4	Entry door	BCAB, 5.1.24	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.24	A
D338	130	665		Barrier below openable window less than 865mm from finished floor level. Window has no opening restriction device. Breach of BCA D2.16	Bedroom	BCAB, 5.1.25	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.25	A
D339	130	665		Excessive gap (6mm) at top of entry door. Breach of BCA C3.11 and C3.4	Entry door	BCAB, 5.1.26	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.26	A
D340	130	665		Barrier below openable window less than 865mm from finished floor level. Window has no opening restriction device. Breach of BCA D2.16	Bedroom	BCAB, 5.1.27	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.27	A
D341	136	702		No fire collar to PEX gas pipe. Not sealed with mastic. Breach of BCA C3.15	Bounding wall above entry door	BCAB, 5.1.28	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.28	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D342	162	712		Excessive gap (6mm) at top of entry door. Breach of BCA C3.11 and C3.4	Entry door	BCAB, 5.1.29	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.29	A
D343	155	726		2 air conditioning pipes with lagging penetration through Hebel Wall. Only a single service pipe permitted. Further investigations required re breach	Not specified	BCAB, 5.1.30	Further investigations required. Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.30	A
D344	159	733		2 redundant penetrations through Hebel. Breach of BCA C3.15	Slab above bathroom	BCAB, 5.1.31	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.31	A
D345	159	733		PVC pipe penetrating through riser shaft wall. No fire collar inserted. Breach of BCA C3.15	Entry door	BCAB, 5.1.32	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.32	A
D346	159	733		PEX and electrical cable in a single penetration. No fire collar provided to PEX pipe. Breach of BCA c3.15	Not specified	BCAB, 5.1.33	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.33	A
D347	159	733		PVC pipe penetrating through a riser. No fire collar inserted. Breach of BCA C3.15	Above kitchen	BCAB, 5.1.34	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.34	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D348	159	733		2 air conditioning pipes with lagging penetration through Hebel Wall. Only a single service pipe permitted. Further investigation required re breach	Not specified	BCAB, 5.1.35	Toga to repair in accordance with SoW to be developed under Deed. Further investigations required.	BCAB, 5.1.35	A
D349	206	737		2 air conditioning pipes with lagging penetration through Hebel Wall. Only a single service pipe permitted. Further investigation required re breach	Not specified	BCAB, 5.1.36	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.36	A
D350	206	737		No fire collar to PEX gas pipe. Breach of BCA C3.15	Bounding wall above entry door	BCAB, 5.1.37	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.37	A
D351	195	850		A/C and electrical cable in a single penetration. 2 air conditioning pipes with lagging penetration through Hebel wall. Breach of BCA C3.15	Not specified	BCAB, 5.1.38	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.1.38	A
D352	179, 212, 183, 213, 192, 194, 195, 164, 165, 169, 203,	803, 812, 816, 813, 837, 839, 850, 852, 853, 858,	Level 8 - store room, services room. Level 6 - 2 store rooms	PEX pipes through corridors have no fire collars installed. Certain times sealed with mastic. Breach of BCA C3.15		BCAB, 5.2.39	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.39	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
	176, 159, 117, 64, 78, 91, 86, 81, 22, 62, 12, 13, 228, 222	867, 720, 733, 621, 501, 509, 512, 530, 531, 301, 356, 213, 215, 110, 103							
D353	177, 181, 182, 213, 214, 184, 185, 188, 216, 217, 218, 219, 189, 190, 191, 192, 193, 194, 195,	801, 806, 807, 813, 815, 817, 818, 821, 829, 830, 831, 832, 833, 835, 836, 837, 838, 839, 850,	Level 8 - 2 store rooms, services room. Level 6 - 2 store rooms, shaft adjacent to lift, garbage riser	Electrical conduits and NBN conduit pipes throughout foyer levels have no fire collars installed. Breach of BCA C3.15		BCAB, 5.2.40	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.40	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
	165, 166, 167, 168, 197, 198, 199, 200, 205, 135, 136, 148, 162, 174, 176, 106, 107, 108, 142, 114, 117, 64, 65, 77, 78, 86, 81, 22, 12	853, 855, 856, 857, 860, 861, 862, 863, 869, 701, 702, 708, 712, 718, 720, 601, 602, 603, 615, 618, 621, 501, 502, 508, 509, 530, 531, 301, 213							
D354	215, 218, 192, 193, 200,	828, 831, 837, 838, 863, 865	Level 8 - core store room x 2, core 3 garbage riser	Electrical conduits and NBN conduit pipes throughout foyer levels have no fire collars installed. Breach of BCA C3.15		BCAB, 5.2.41	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.41	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
	201, 149, 86, 79, 3, 10	x 2, 709, 530, 510, 203, 211							
D355	CP	CP	Level 8 - core 2 and 3, Level 6 - core 1, 2 and 3, Level 5 - core 2 and 3, Level 2 - core 1 and 2, Level 1 - core 4	Number of sole occupancy units not provided with a portable fire extinguisher within 10m entry of the door. Breach of BCA E1.6		BCAB, 5.2.42	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.42	A
D356	CP	CP	Level 8 - core 1, 2, 3 and 4, Level 6 - core 1, 2 and 3, Level 5 - core 3, Level 2 - Core 1, Level 1 - core 4	Number of doors that are held open by failsafe devices. Breach of BCA C2.14.		BCAB, 5.2.43	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.43	A
D357	CP	CP	Construction joints throughout all corridors.	Existing sealant stretching and detaching creating gaps. Breach of BCA C1.1.		BCAB, 5.2.44	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.44	A
D358	CP	CP	Storage room, Level 8 - core 3, Level 7 - core 2 and 3,	Gas PEX penetrations through bounding walls. Breach of BCA, C3.15.		BCAB, 5.2.45	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.45	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
			Level 6 - core 2, Level 5 - core 3, Level 3 - core 2 and 3						
D359	CP	CP	Storage room, Level 8 - core 2 and 3, Level 7 - core 2 and 3, Level 6 - core 2, Level 5 - core 3, Level 3 - core 2 and 3	Water PEX pipes penetrating through bounding walls not suitably sealed. Breach of BCA, C3.15.		BCAB, 5.2.46	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.46	A
D360	CP	CP	Storage room, Level 8 - core 2 and 3, Level 7 - core 2 and 3, Level 6 - core 2, Level 3 - core 2 and 3	Several NBN/electrical conduits penetrating through bounding walls with no fire collar and within oversized penetrations. Breach of BCA, C3.15		BCAB, 5.2.47	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.47	A
D361	CP	CP	Storage room, Level 8 - core 2 and 3, Level 7 - core 2 and 3, Level 6 - core 2, Level 5 - core 2 and 3, Level 3	Fire clamp collars not containing the intumescent material and not sitting neatly within the wall, extending both sides. Breach of BCA, C3.15.		BCAB, 5.2.48	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.48	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D362	CP	CP	Water meter area, Level 6 - core 1, 2 and 3, Level 5 - core 1, 2 and 3, Level 3 - core 1, 3 and 4	Copper pipework penetrating the slab above. PVC sleeve protrudes approximately 75mm to 100mm on the floor above. Breach of BCA, C3.15.		BCAB, 5.2.49	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.49	A
D363	CP	CP	Electrical/Communications cupboards, Level 8 - core 1, 2 and 3, Level 6 - core 1, 2 and 3, Level 5 - core 1, 2,3 and 4, Level 3 - core 1, 2 ,3 and 4 Level 2 - core 3	Electrical communication and data cables are poorly sealed and a number of sections lack fire pillows. Breach of BCA C3.15.		BCAB, 5.2.50	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.50	A
D364	CP	CP	Common area windows, Level 8 - core 3, Level 6 - core 3	Barrier below the openable window is less than 865mm from the finished floor level. Windows have no opening restrictive device. Breach of BCA D2.16.		BCAB, 5.2.51	Undertake propose SoW	BCAB, 5.2.51	A
D365	CP	CP	Level 8 - core 1, Level 2 - core 1, 2 and 4, Level 1 - core 4.	Within several internal corridors there are illuminated exit signs located at distances exceeding 24m. Breach of BCA E4.8.		BCAB, 5.2.52	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.52	A



ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D366	CP	CP	Communication cupboard, Level 6 - core 3, Level 5 - core 1, 2 and 3, Level 3 - core 1, 2 and 4	Electrical conduits passing through fire pillows with no fire stopping. Breach of BCA C3.15.		BCAB, 5.2.53	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.53	A
D367	CP	CP	Communication cupboard, Level 8 - core 1, 2, 3 and 4, Level 6 - core 1, 2 and 3, Level 5 - core 1, 2, 3 and 4, Level 3 - core 1, 2, 3 and 4, Level 1 - core 1	Electrical conduits passing through the floor slab with no fire stopping. Breach of BCA C3.15.		BCAB, 5.2.54	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.54	A
D368	CP	CP	Communication cupboard, Level 8 - core 1, 2, 3 and 4, Level 3 - core 3 and 4, Level 1 - core 4	Conduits penetrating through the slab above with no fire stopping. Breach of BCA C3.15.		BCAB, 5.2.55	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.55	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D369	CP	CP	Fire stairs throughout building, Level 8 - core 1, 2, 3 and 4	Single layer of fire rated plaster board poorly sealed with large gaps, poorly sealed redundant penetrations, PEX insingle penetration no collars, square collars with multiple cables with no intumescent infill, copper and insulation penetrating the wall, joints between plasterboard poorly sealed, A/C pipe penetrating through with lagging. Breach of BCA C1.1		BCAB, 5.2.56	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.56	A
D370	CP	CP	Fire stairs	Services other than emergency are located within the fire stair, ceiling does not provide an FRL and is of single layer plasterboard. Breach of BCA C3.9.		BCAB, 5.2.57	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.57	A
D371	CP	CP	Level 8 -core 1 water cupboard	No fire collar to a PVC pipe penetrating through the slab above. Breach of BCA C3.15.		BCAB, 5.2.58	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.58	A
D372	CP	CP	Level 8- core 1 garbage shaft	No collar to the PEX pipe penetrating through the shaft wall. Breach of BCA C3.15.		BCAB, 5.2.59	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.59	A
D373	CP	CP	Level 8- core 1 garbage shaft	No fire collar to PVC pipe penetrating through the shaft wall. Breach of BCA C3.15.		BCAB, 5.2.60	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.60	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D374	CP	CP	Level 8- core 1 garbage shaft	Fire damper to be poorly installed within the Hebel wall. Breach of BCA C3.15.	Hebel Wall	BCAB, 5.2.61	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.61	A
D375	CP	CP	Level 8 - core 1 garbage shaft	Shaft wall poorly sealed. Breach of BCA C1.1		BCAB, 5.2.62	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.62	A
D376	CP	CP	Level 8 - core 1	Unsealed aerial cable into unit 801. Breach of BCA C3.15.		BCAB, 5.2.63	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.63	A
D377	CP	CP	Level 8 - core 2 garbage shaft	Fire damper poorly installed within the Hebel wall. Hebel panel appears to be blown out. Breach of BCA C3.15.		BCAB, 5.2.64	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.64	A
D378	CP	CP	Level 8 - core 2 garbage shaft	No fire collars to the PEX water pipes through the shaft wall. Breach of C3.15.		BCAB, 5.2.65	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.65	A
D379	CP	CP	Level 8 - core 2 EDB	Orange conduit penetrating through the slab above with no fire collar. Breach of BCA C3.15.		BCAB, 5.2.66	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.66	A
D380	CP	CP	Level 8 - core 2 - water cupboard	No fire collar to PVC pipe penetrating through the slab above. Breach of BCA, C3.15.		BCAB, 5.2.67	Toga to repair in accordance with SoW to be	BCAB, 5.2.67	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
							developed under Deed		
D381	CP	CP	Level 8 - core 2 gas meter cupboard	No fire collar to PVC pipe penetrating through the bounding wall. Breach of BCA, C3.15.		BCAB, 5.2.68	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.68	A
D382	CP	CP	Level 8 - core 2	Poorly sealed redundant penetration within Hebel bounding wall above U831. Breach of BCA C3.15.		BCAB, 5.2.69(a)	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.69(a)	A
D383	CP	CP	Level 8 - core 3	Poorly sealed fire hydrant pipe penetrating into fire isolated stair. Breach of BCA C3.15.		BCAB, 5.2.69(b)	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.69(b)	A
D384	CP	CP	Level 8 - core 3	Temporary power conduit penetrating from the slab above not fitted with fire collar above the lift. Breach of BCA C3.15.		BCAB, 5.2.69(c )	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.69(c)	A
D385	CP	CP	Level 8 - core 3 Gas Meter Cupboard	Copper feeder pipe penetrating the slab below with 5 x gas pipes within the same penetration. No insulation rating provided to the copper pipe for 2m above the penetration. Breach of BCA,C3.12 and C3.15.		BCAB, 5.2.70	Engage a qualified passive fire contractor	BCAB, 5.2.70	A
D386	CP	CP	Level 8 - core 3 Water Meter Cupboard	PVC pipe in a square penetration with no fire collar. Breach of BCA C3.15.		BCAB, 5.2.71	Toga to repair in accordance with SoW to be developed	BCAB, 5.2.71	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
							under Deed		
D387	CP	CP	Level 8 - Gas Meter Cupboard	No fire collars to the PEX pipes through the bounding wall. PEX pipes not sealed with any mastic. Breach of BCA C3.15.		BCAB, 5.2.72	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.72.	A
D388	CP	CP	Level 8 - core 3 Gas Meter Cupboard	No fire collars to the PEX water pipes through the bounding wall. PEX pipes not sealed with mastic. Breach of BCA, C3.15.		BCAB, 5.2.73	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.73	A
D389	CP	CP	Level 8 - core 3 Garbage Shaft	Fire damper poorly installed within the Hebel wall. Hebel panel appears to be blown out. Breach of BCA C3.15.		BCAB, 5.2.74	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.74	A
D390	CP	CP	Level 8 - core 3 - Garbage Shaft	No fire collar to the conduit pipe through the bounding wall. Breach of BCA, C3.15.		BCAB, 5.2.75	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.75	A
D391	CP	CP	Level 8 - core 3 Garbage Riser	Unsealed electrical cable penetrating the bounding wall. Breach of BCA C3.15.		BCAB, 5.2.76	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.76	A
D392	CP	CP	Level 8 - core 3 Garbage Riser	No fire collar to the PEX water pipes through the bounding wall. PEX pipe was not sealed with mastic. Breach of BCA, C3.15.		BCAB, 5.2.77	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.77	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D393	CP	CP	Level 8 - core 3 Fire Hydrant Cupboard	No fire collars to the PEX water pipes through the bounding wall. Breach of BCA C3.15.		BCAB, 5.2.78(a)	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.78(a)	A
D394	CP	CP	Level 8 - core 4	Poorly sealed electrical cable into unit 866. Breach of BCA C3.15.		BCAB, 5.2.78(b)	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.78(b)	A
D395	CP	CP	Level 8 - core 4 Garbage Shaft	Fire damper poorly installed within the Hebel wall. Hebel panel appears to be blown out. Damper is not located within the penetration. Breach of BCA C3.15.		BCAB, 5.2.79	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.79	A
D396	CP	CP	Level 8 - core 4 Garbage Shaft	No fire collar to the PEX water pipes through the bounding wall. Breach of BCA C3.15.		BCAB, 5.2.80	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.80	A
D397	CP	CP	Level 8 - core 4 Gas Meter Cupboard	Number of gas PEX pipes penetrating through a single PVC slab block out in the slab below. PEX pipes do not distribute through to the floor below. Breach of BCA C3.15.		BCAB, 5.2.81	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.81	A
D398	CP	CP	Level 7	Cable penetrating through into the garbage shaft which has not been suitably sealed. Breach of BCA C3.15.		BCAB, 5.2.82	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.82	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D399	CP	CP	Level 7 - core 3	Temporary power conduit penetrating from the slab not fitted with the fire collar above the lift. Breach of BCA C3.15.		BCAB, 5.2.83	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.83	A
D400	CP	CP	Level 7 - core 2 Storage Room	No fire damper located behind the grilles of the fire door separating the corridor from the storage area. Breach of BCA, C3.4.		BCAB, 5.2.84	Engage original fire door manufacturer to supply and install suitable fire damper.	BCAB, 5.2.84	A
D401	CP	CP	Level 7 - core 2 Storage Room	Exit sign within the room is obstructed by the metal ductwork. Breach of BCA E4.5.		BCAB, 5.2.85	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.85	A
D402	CP	CP	Level 7 - core 2	No fire damper provided to mechanical services through store room bounding wall. Breach of BCA C3.15.		BCAB, 5.2.86	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.86	A
D403	CP	CP	Level 7 - core 2	Redundant penetration through the Hebel bounding wall above the store room door. Breach of BCA C3.15.		BCAB, 5.2.87	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.87	A
D404	CP	CP	Level 7 - core 2	Portion of the mechanical duct flange holding the damper in place has been cut to allow the water PEX pipe to penetrate through the bounding wall above unit 708. Breach of BCA C3.15.		BCAB, 5.2.88	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.88	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D405	CP	CP	Level 6 - core 1 Water Meter Cupboard	No fire collars to the PEX water pipes through the bounding wall to Unit 605. PEX pipes are not sealed with mastic. Breach of C3.15.		BCAB, 5.2.89	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.89	A
D406	CP	CP	Level 6 -core 1	Temporary power conduit penetrating from the slab above not fitted with fire collar above the lift. Breach of BCA C3.15.		BCAB, 5.2.90	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.90	A
D407	CP	CP	Level 6 - core 2 Water Meter Cupboard	No fire collars to the PEX water pipes through the bounding wall. PEX pipes not sealed with any mastic. Breach of BCA, C3.15.		BCAB, 5.2.91	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.91	A
D408	CP	CP	Level 2 - core 2 Gas Meter Cupboard	No fire collars to the PEX gas pipes through the bounding wall. PEX pipes not sealed with any mastic. Breach of BCA C3.15.		BCAB, 5.2.92	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.92	A
D409	CP	CP	Level 6 - core 1 Water Meter Cupboard	PVC pipe penetrating the bounding wall not fitted with a fire collar. Breach of BCA C3.15.		BCAB, 5.2.93	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.93	A
D410	CP	CP	Level 6 - core 1 Water Meter Cupboard	No fire collars to the PEX water pipes through the bounding wall to 667. PEX pipes are sealed with mastic. Breach of BCA C3.15.		BCAB, 5.2.94	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.94	A



ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D411	CP	CP	Level 6- core 1 Water Meter Cupboard	No fire collars to the PEX gas pipes through the bounding wall to 667. PEX pipes are not sealed with mastic. Breach of BCA C3.15		BCAB, 5.2.95	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.95	A
D412	CP	CP	Level 6 - core 3 Hydrant Cupboard	No fire collars to the PEX gas pipes through the bounding wall. PEX pipes are not sealed with mastic. Breach of BCA C3.15.		BCAB, 5.2.96	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.96	A
D413	CP	CP	Level 6 - core 3 Hydrant Cupboard	No fire collars to the PEX water pipes through the bounding wall. PEX pipes are not sealed with any mastic. Breach of BCA C3.15.		BCAB, 5.2.97	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.97	A
D414	CP	CP	Level 6 - core 4	No fire collar to PVC pipe through bounding wall into unit 663. Breach of BCA C3.15.		BCAB, 5.2.98	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.98	A
D415	CP	CP	Level 6 - core 4	Bounding wall to unit 663 to be poorly sealed. Breach of BCA C3.11.		BCAB, 5.2.99	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.99	A
D416	CP	CP	Level 6 -core 3 Electrical Cupboard	Cable tray penetrating through the slab below in between the fire pillows. Breach of BCA C3.15.		BCAB, 5.2.100	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.100	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D417	CP	CP	Level 6- core 4 Electrical Cupboard	Several electrical cables penetrating the Hebel wall into the storage area not suitably sealed. Breach of BCA C3.11.		BCAB, 5.2.101	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.101	A
D418	CP	CP	Level 5 - core 4 Electrical Cupboard	Cable tray penetrating through the slab below in between the fire pillows. Breach of BCA C3.15.		BCAB, 5.2.102	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.102	A
D419	CP	CP	Level 5 - core 4 Electrical Cupboard	Several unsealed electrical cables penetrating through the bounding wall into the common corridor. Breach of BCA D2.7.		BCAB, 5.2.103	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.103	A
D420	CP	CP	Level 5 - core 4 Water Meter Cupboard	Copper pipework penetrating the slab above to be located within a PVC sleeve and plastic slab block out. Breach of BCA C3.15.		BCAB, 5.2.104	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.104	A
D421	CP	CP	Level 5 - core 3	Poorly sealed damper penetrating into the services room from the corridor. Breach of BCA C3.15.		BCAB, 5.2.105	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.105	A
D422	CP	CP	Level 5 - core 3 Gas Meter Cupboard	Cooper pipe and 4 gas PEX pipes penetrating the slab above within a PVC pipe. Gas PEX pipes are within 100mm of the copper pipes and not insulated. Breach of BCA C3.15.		BCAB, 5.2.106(a)	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.106(a)	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D423	CP	CP	Level 5 - core 3 Electrical Cupboard	Single electrical cable penetrating the Hebel wall into the storage area not sealed. Breach of BCA C3.15.		BCAB, 5.2.106(b)	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.106(b)	A
D424	CP	CP	Level 5 - core 3	Temporary power conduit penetrating from the slab above not fitted with the fire collar above the lift. Breach of BCA C3.15.		BCAB, 5.2.107	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.107	A
D425	CP	CP	Level 5 - core 3 Service and Storage Room	No fire damper located behind the grilles of the fire door separating the corridor from the storage area. Breach of BCA C3.4.		BCAB, 5.2.108	Engage original fire door manufacturer to supply and install suitable fire damper.	BCAB, 5.2.108	A
D426	CP	CP	Level 5 - core 3 Fire Hydrant adjacent unit 533	Poorly sealed fire hydrant penetrating through the slab above. Penetration is square and oversized. Breach of BCA C3.15.		BCAB, 5.2.109	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.109	A
D427	CP	CP	Level 5 - core 2	There is no fire damper located behind the grilles of the fire door separating the corridor from the storage area. Breach of BCA C3.4.		BCAB, 5.2.110(a)	Engage original fire door manufacturer to supply and install suitable fire damper.	BCAB, 5.2.110(a)	A
D428	CP	CP	Level 5 - core 2	Six water PEX penetrating through the Hebel into the storage room with no fire collars. Breach of BCA C3.15.		BCAB, 5.2.110(b)	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.110(b)	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D429	CP	CP	Level 5 - core 2	Eight gas PEX penetrating the Hebel into the storage room with no fire collars. Pipes are sealed with mastic. Breach of BCA C3.15.		BCAB, 5.2.111	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.111	A
D430	CP	CP	Level 5 - core 2 Water Meter	Cooper pipe penetrating the slab above filled with foam. Majority of penetration was covered in a metal plate. Foam is not a tested system and accordingly is non compliant. Breach of BCA C3.15.		BCAB, 5.2.112	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.112	A
D431	CP	CP	Level 5 - core 2	Several NBN conduits that are not suitably smoke sealed penetrating through the bounding wall 2. Breach of BCA C3.15.		BCAB, 5.2.113	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.113	A
D432	CP	CP	Level 5 - core 2 Fire Extinguisher Cupboard	Unsealed electrical cables penetrating the bounding wall into the storage room. Breach of BCA, C3.15.		BCAB, 5.2.114	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.114	A
D433	CP	CP	Level 5 - core 2 Fire Extinguisher Cupboard	No fire collars to the PEX gas pipes through the bounding wall to the storage room. Breach of BCA C3.15.		BCAB, 5.2.115	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.115	A
D434	CP	CP	Level 5 - Core 2	Mechanical ductwork penetrating through the bounding wall above unit 508 not fitted with a damper or breakaway joints. Breach of BCA C3.15.		BCAB, 5.2.116	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.116	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D435	CP	CP	Level 5 - core 2	Fire hydrant pipe penetrating through the slab above within the fire hydrant cupboard along with corridor. Breach of BCA C3.15.		BCAB, 5.2.117	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.117	A
D436	CP	CP	Level 5 - core 2 Gas Meter	Copper penetrating through the slab above. The penetration was covered with timber formwork and it was not possible to determine whether the penetration had been sealed. Breach of BCA, C3.15.		BCAB, 5.2.118	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.118	A
D437	CP	CP	Level 5 - core 1 Fire Extinguisher Cupboard	No fire collars to the PEX water pipes through the bounding wall into unit 505. PEX pipes are not sealed with mastic. Breach of BCA C3.15.		BCAB, 5.2.119	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.119	A
D438	CP	CP	Level 5 - core 1 EDB Cupboard	Electrical cable bundle penetrating through the bounding wall into the storage room not suitably smoke sealed. Breach of BCA D2.7.		BCAB, 5.2.120	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.120	A
D439	CP	CP	Level 5 - core 1 Communication Cupboard	Several electrical cables penetrating through the bounding wall into the storage room not suitably smoke sealed. Breach of BCA D2.7.		BCAB, 5.2.121	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.121	A
D440	CP	CP	Level 5 -core 1 Communication Cupboard	Single conduit penetrating through the bounding wall into the storage room which was not suitably smoke sealed. Breach of BCA D2.7.		BCAB, 5.2.122	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.122	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D441	CP	CP	Level 5 - core 1 Electrical Cupboard	Electrical cable bundle penetrating through the slab below in an oversized circle penetration. No pillows have been installed within the void, as this is not a tested system this is non compliance. Breach of BCA C3.15.		BCAB, 5.2.123	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.123	A
D442	CP	CP	Level 5 - core 1	Temporary power conduit penetrating from the slab above not fitted with fire collar above the lift. Breach of BCA C3.15.		BCAB, 5.2.124	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.124	A
D443	CP	CP	Level 3 - core 4 Water Meter Cupboard	Excessive penetration through the slab, within the penetration there were several PEX pipes with no collars. Breach of BCA C3.15.		BCAB, 5.2.125	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.125	A
D444	CP	CP	Level 3 - core 4	PVC penetrating the bounding wall within a canister collar located within a square penetration. The penetration is oversized. Breach of BCA C3.15.		BCAB, 5.2.126	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.126	A
D445	CP	CP	Level 3 - core 4 Communications Cupboard	Cable tray penetrating through the slab below in between the fire pillows. A single pillow has been used to protect the penetration. Breach of BCA C3.15.		BCAB, 5.2.127	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.127	A
D446	CP	CP	Level 3 - core 4 Communications Cupboard	Several electrical cables penetrating through the bounding wall into the storage room not suitably smoke sealed. Breach of BCA D2.7.		BCAB, 5.2.128	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.128	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D447	CP	CP	Level 3 - core 3 Store room	Excessive penetration through the slab, within the penetration there were several Gas PEX pipes with no collars. Breach of BCA C3.15.		BCAB, 5.2.129	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.129	A
D448	CP	CP	Level 3 - core 3 Store room	Excessive penetration through the slab, within the penetration there were several water PEX pipes with no collars. Breach of BCA C3.15.		BCAB, 5.2.130	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.130	A
D449	CP	CP	Level 3 - core 3 Store room (Gas meter)	Redundant penetration through the slab, within the penetration there were several conduits within the slab with no collars. Breach of C3.15.		BCAB, 5.2.131	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.131	A
D450	CP	CP	Level 3 - core 3 Store room (Gas meter)	Copper pipe penetrating the slab above within a PVC block out has several PEX pipes within the same penetration. Breach of BCA C3.15.		BCAB, 5.2.132	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.132	A
D451	CP	CP	Level 3 - core 2	Metal duct penetrating through the wall within the fire extinguisher cupboard into the store room. Breach of BCA C3.15.		BCAB, 5.2.133	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.133	A
D452	CP	CP	Level 3 - core 2 Storage Room	Exit sign within the room is obstructed by the metal ductwork. Breach of BCA E4.5.		BCAB, 5.2.134	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.134	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D453	CP	CP	Level 3 - core 2 Gas Meter	Copper penetrating through the slab above. The penetration was covered with timber formwork and it was not possible to determine whether the penetration had been sealed. Breach of BCA, C3.15.		BCAB, 5.2.135	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.135	A
D454	CP	CP	Level 3 - core 2 Communications Cupboard	Several electrical cables penetrating through the bounding wall into the storage room not suitably smoke sealed. Breach of BCA D2.7.		BCAB, 5.2.136	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.136	A
D455	CP	CP	Level 3 - core 2 Storage Room	Exit sign within the room is obstructed by the metal ductwork. Breach of BCA E4.5.		BCAB, 5.2.137	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.137	A
D456	CP	CP	Level 3 - core 2 Water Meter Cupboard	Metal pipe penetrating the slab above sealed with foam. Breach of BCA C3.15.		BCAB, 5.2.138	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.138	A
D457	CP	CP	Level 3 - core 2	Temporary power conduit penetrating from the slab above not fitted with fire collar above the lift. Breach of BCA C3.15.		BCAB, 5.2.139	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.139	A
D458	CP	CP	Level 3 - core 1 Gas Meter	Copper penetrating through the slab above. The penetration was covered with timber formwork and it was not possible to determine whether the penetration had been sealed. Breach of BCA, C3.15.		BCAB, 5.2.140	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.140	A



ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D459	CP	CP	Level 3 - core 1 Gas Meter	No fire collars to the six PEX water pipes penetrating through the bounding wall at the rear of the cupboard. Breach of BCA C3.15.		BCAB, 5.2.141	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.141	A
D460	CP	CP	Level 3 - core 1 Electrical Cupboard	Large void in the slab above with several cable bundles and conduits penetrating with no fire stopping system. Breach of BCA C3.15.		BCAB, 5.2.142	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.142	A
D461	CP	CP	Level 3 - core 1 Electrical Cupboard	Large circle void in the slab above with cables penetrating which has not been sealed. Breach of BCA C3.15.		BCAB, 5.2.143	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.143	A
D462	CP	CP	Level 3 - core 1 Electrical Cupboard	No fire collar to the PEX water pipe penetrating through the Hebel bounding wall at the rear of the cupboard. Breach of BCA C3.15.		BCAB, 5.2.144	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.144	A
D463	CP	CP	Level 3 - core 1 Electrical Cupboard	No fire collar to the PEX gas pipe penetrating through the bounding wall at the rear of the cupboard. Breach of BCA C3.15.		BCAB, 5.2.145	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.145	A
D464	CP	CP	Level 3 - core 1 Electrical Cupboard	Several unsealed electrical cables penetrating through the bounding wall into the storage room. Breach of BCA D2.7.		BCAB, 5.2.146	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.146	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D465	CP	CP	Level 2 - core 1	Firewall separating the class 7a carpark from the class 2 corridor is of Hebel construction. Unable to determine thickness of the Hebel. Breach of BCA C2.7, C2.8.		BCAB, 5.2.147	Further investigation required to ascertain if Hebel wall is 75mm or 100mm power panel construction. If 75mm reconstruction will be required.	BCAB, 5.2.147	A
D466	CP	CP	Level 2 - core 1	Unsealed PVC pipe penetrating into the garbage shaft from the common area in excessive penetration. Pipe not located within the wall and would not provide the required protection. Breach of C3.15.		BCAB, 5.2.148	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.148	A
D467	CP	CP	Level 2 - core 1	Temporary power conduit penetrating from the slab above not fitted with fire collar above the lift. Breach of BCA C3.15.		BCAB, 5.2.149	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.149	A
D468	CP	CP	Level 2 - core 1	x6 redundant penetrations through the slab above with PVC pipes penetrating through the slab. Breach of BCA C3.15.		BCAB, 5.2.150	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.150	A
D469	CP	CP	Level 2 - core 1	No fire collars to the PEX water pipes through the bounding wall to the carpark. Breach of BCA C3.15.		BCAB, 5.2.151	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.151	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D470	CP	CP	Level 2 - core 1	No fire collars to the PEX gas pipes through the bounding wall to the carpark. Breach of BCA C3.15.		BCAB, 5.2.152	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.152	A
D471	CP	CP	Level 2 - core 1	No fire collars to x2 conduits penetrating through the Hebel bounding wall into the carpark. Breach of BCA C3.15		BCAB, 5.2.153	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.153	A
D472	CP	CP	Level 2, core 1	x3 fire clamp collars used to protect the electrical cables through the bounding wall. Fire clamp collars did not contain the intumescent material, instead they were filled with mastic. Fire clamp collars do not sit neatly within the wall and do not extend both sides of the wall. Breach of BCA C3.15.		BCAB, 5.2.154	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.154	A
D473	CP	CP	Level 2 - core 1	PVC pipe penetrating the Hebel wall at an angle. Did not appear to be a fire collar installed around the PVC pipe- non compliant. Breach of BCA C3.15.		BCAB, 5.2.155	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.155	A
D474	CP	CP	Level 2 - core 1	PVC pipe penetrating the bounding wall to unit 203 with a poorly sealed canister collar. Breach of BCA C3.15.		BCAB, 5.2.156	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.156	A
D475	CP	CP	Level 2 - core 4 Garbage Cupboard	Void in the slab above which has not been protected. Breach of BCA C1.1.		BCAB, 5.2.157	Toga to repair in accordance with SoW to be developed	BCAB, 5.2.157	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
							under Deed		
D476	CP	CP	Level 2 - core 4	Cable tray to penetrate through the Hebel bounding wall in between the fire pillows. Breach of BCA C3.15.		BCAB, 5.2.158	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.158	A
D477	CP	CP	Level 2 - core 2	Firewall separating the class 7a carpark from the class 2 corridor is of Hebel construction. Unable to determine thickness of the Hebel. Breach of BCA C2.7, C2.8.		BCAB, 5.2.159	Further investigation required to ascertain if Hebel wall is 75mm or 100mm power panel construction. If 75mm reconstruction will be required.	BCAB, 5.2.159	A
D478	CP	CP	Level 2 - core 2	No fire collars to the PEX water pipes through the bounding wall to the carpark. Breach of BCA C3.15.		BCAB, 5.2.160	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.160	A
D479	CP	CP	Level 2 - core 2	No fire collars to the PEX gas pipes through the bounding wall to the carpark. Breach of BCA C3.15.		BCAB, 5.2.161	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.161	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D480	CP	CP	Level 2 - core 2	Hebel head track connected to the slab above has been cut up into sections. Modifications not in accordance with the tested system and therefor is not compliant. Breach of BCA C1.1.		BCAB, 5.2.162	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.162	A
D481	CP	CP	Level 2 - core 3 (dividing fire wall in corridor)	No collars to the water and gas PEX pipes penetrating through the Hebel head angles. Poorly sealed electrical cable penetrating through the Hebel wall. Breach of BCA C1.1.		BCAB, 5.2.163	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.163	A
D482	CP	CP	Level 2 - core 3 (dividing fire wall in corridor)	Redundant penetration through the Hebel bounding wall. Breach of BCA C3.15.		BCAB, 5.2.164	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.164	A
D483	CP	CP	Level 2 - core 3 (dividing fire wall in corridor)	Copper pipe penetrating the Hebel wall not suitably sealed. Large gap in the mastic sealing. Breach of BCA C3.15.		BCAB, 5.2.165	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.165	A
D484	CP	CP	Level 2 - core 3 Electrical Meter	Several electrical cables penetrating through the bounding wall into the common corridor not smoke sealed. Breach of BCA D2.7.		BCAB, 5.2.166	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.166	A
D485	CP	CP	Level 2 - core 3 Electrical Meter	Single copper pipe penetrating through the bounding wall into the common corridor not smoke sealed. Breach of BCA D2.7.		BCAB, 5.2.167	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.167	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D486	CP	CP	Level 2 - core 3 Electrical Meter	Horizontal void in the wall leading into the carpark filled with pillows. Large amount of services penetrating including conduits and an excessive amount of mastic has been used. Breach of BCA C3.15.		BCAB, 5.2.168	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.168	A
D487	CP	CP	Level 2 - core 3 Portable fire extinguisher cupboard	x2 poorly sealed copper pipes penetrating through the carpark firewall wall within oversized penetrations. Breach of BCA C3.15.		BCAB, 5.2.169	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.169	A
D488	CP	CP	Level 2 - core 3 Portable fire extinguisher cupboard	Junction between the top of the Hebel bounding wall and the concrete slab is poorly sealed. Breach of BCA C1.1.		BCAB, 5.2.170	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.170	A
D489	CP	CP	Level 2 - core 3	Bundle of cables and conduit penetrating the carpark bounding wall within a single penetration. The conduit has not been fitted with a fire collar and only sealed with mastic. The cable bundle is larger than 50mm in diameter. Breach of BCA C3.15.		BCAB, 5.2.171	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.171	A
D490	CP	CP	Level 2 -core 3	PVC pipe penetrating the bounding wall to unit 221 not fitted with a fire collar. Breach of BCA C3.15.		BCAB, 5.2.172	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.172	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D491	CP	CP	Level 1 - core 4 communication cupboard	Junction between the top of the Hebel wall and the slab is poorly sealed. Portion of the Hebel has been cut away to allow the conduits to be installed. Breach of BCA C1.1.		BCAB, 5.2.173	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.173	A
D492	CP	CP	Level 1 - core 4 Comms cupboard	Firewall separating the class 7a carpark from the class 2 riser is of Hebel construction. Unable to determine thickness of the Hebel. Breach of BCA C2.7, C2.8.		BCAB, 5.2.174	Further investigation required to ascertain if Hebel wall is 75mm or 100mm power panel construction. If 75mm reconstruction will be required.	BCAB, 5.2.174	A
D493	CP	CP	Level 1 - core 1 Electrical Cupboard	Bounding wall to be poorly sealed. Excessive gap at the blockwork and concrete slab junction. Breach of BCA C1.1.		BCAB, 5.2.175	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.175	A
D494	CP	CP	Level 1 - core 1 Electrical Cupboard	Several electrical cables penetrating into the common corridor not smoke sealed. Breach of BCA D2.7.		BCAB, 5.2.176	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.176	A
D495	CP	CP	Level 1 - core 1 Electrical Cupboard	Cable tray to penetrate through the blockwork bounding wall between the fire pillars. Breach of BCA C3.15.		BCAB, 5.2.177	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.177	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D496	CP	CP	Level 1 -core 1	Door to the cleaners room from the public corridor is not fitted with door or frame tags and is not provided with a self closing device. Breach of BCA C3.11.		BCAB, 5.2.178	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.178	A
D497	CP	CP	Level 1 -core 1	Cable tray to penetrate through the blockwork bounding wall between the fire pillows. The pillow are poorly laid and not sealed with mastic. Breach of BCA, C3.15.		BCAB, 5.2.179	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.179	A
D498	CP	CP	Fire isolated stairways - core 4 - level 5, 6, 7, 8	Raised lip between the landing and the first stair riser. No tiled floor finish. Breach of BCA D2.14.		BCAB, 5.2.180	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.180	A
D499	CP	CP	Fire isolated stairways - core 4 - level 3	Hydrant valve required to maintain a minimum clear area of 1m at the landing. Hydrant valve faces the adjoining wall and fire door. Breach of BCA E1.3.		BCAB, 5.2.181	Engage a qualified plumbing contractor to reconfigure the hydrant valve.	BCAB, 5.2.181	A
D500	CP	CP	Fire isolated stairway - core 4 - level 2	Plumbing services installed within the fire isolated stairwell, not permitted in this area. Breach of BCA, C3.9.		BCAB, 5.2.182	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.182	A
D501	CP	CP	Fire isolated stairway - core 4 - level 1	Poorly sealed hydrant pipe penetrating through the stairwell shaft wall. Breach of BCA C3.15.		BCAB, 5.2.183	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.183	A



ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D502	CP	CP	Fire isolated stairway- core 4 - level 1	No handrail provided with ramp. Breach of BCA D2.17.		BCAB, 5.2.184	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.184	A
D503	CP	CP	Fire isolated stairway - core 4 - level 1	Store room located beneath the fire isolated stair. Fire isolated stairway shaft is not suitably separated from this store room. Breach of BCA D2.8.		BCAB, 5.2.185	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.185	A
D504	CP	CP	Fire isolated stairway - core 3 - roof	Two conduits penetrating through the wall of the fire stairs which are not fitted with fire collars. Conduits have not been sealed with mastic. Breach of BCA C3.15.		BCAB, 5.2.186	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.186	A
D505	CP	CP	Fire isolated stairway - core 3 - level 8	Fire hydrant pipe penetrating through the wall within square penetration and not suitably sealed. Breach of BCA C3.15.		BCAB, 5.2.187	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.187	A
D506	CP	CP	Fire isolated stairway - core 3 - level 8	Unsealed conduit penetrating through the Hebel wall of the fire stairs and not fitted with a fire collar. Breach of BCA C3.9		BCAB, 5.2.188	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.188	A
D507	CP	CP	Fire isolated stairway - core 3 - level 7	Damaged Hebel wall adjacent to the fire hydrant pipe. Large gap over the top of the wall. Breach of BCA C3.15.		BCAB, 5.2.189	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.189	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D508	CP	CP	Fire isolated stairway - core 3 - level 5	Poorly sealed hydrant pipe penetrating through the bounding wall into the foyer. The coupling is located within the Hebel and is not a tested method. Breach of BCA C3.15.		BCAB, 5.2.190	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.190	A
D509	CP	CP	Fire isolated stairway - core 3 - level 5	Tiled portion of the landing which provides a threshold lip of 5mm between the concrete landing and tile. Breach of BCA D2.14.		BCAB, 5.2.191	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.191	A
D510	CP	CP	Fire isolated stairway - core 3 - level 3	Top riser of stair angle and only maintain height of 180mm. Landing at the top of the stair is angled to account for change in height. Breach of BCA D2.14.		BCAB, 5.2.192	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.192	A
D511	CP	CP	Fire isolated stairway - core 3 - level 2	Fire door located within the common lobby has a 20mm gap at the base of the door on the left hand side. Breach of BCA C3.8.		BCAB, 5.2.193	Engage a qualified fire door contractor to remove and replace fire doors.	BCAB, 5.2.193	A
D512	CP	CP	Fire isolated stairway - core 3 - level 2	No emergency lighting installed within this area. Breach of BCA E4.2.		BCAB, 5.2.194	Engage a electrical contractor to supply and install.	BCAB, 5.2.194	A
D513	CP	CP	Fire isolated stairway - core 3 - level 2	Redundant door in the fire isolated stair which is infilled with prefinished aluminium. Fire isolated stair shaft is required to maintain an FRL. Breach of BCA, D1.3.		BCAB, 5.2.195	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.195	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D514	CP	CP	Fire isolated stairway- core 2 - level 6	Portion of the Hebel bounding wall has been cut out to install the hydrant pipe. Breach of BCA C3.15.		BCAB, 5.2.196	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.196	A
D515	CP	CP	Fire isolated stairway - core 2 - level 5	Conduit pipe penetrating through the stair well not fitted with a fire collar. Conduit has not been sealed with any mastic. Breach of BCA C3.15.		BCAB, 5.2.197	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.197	A
D516	CP	CP	Fire isolated stairway - core 2 - level 3	Top rise of the stair is at a steep angle. Landing at the top of the stair is angled to account for the change in height. Breach of BCA D2.14.		BCAB, 5.2.198	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.198	A
D517	CP	CP	Fire isolated stairway - core 2 - level 2	No emergency lighting installed within this area. Breach of BCA E4.2.		BCAB, 5.2.199	Engage a electrical contractor to supply and install.	BCAB, 5.2.199	A
D518	CP	CP	Fire isolated stairway - core 2 - level 1	No fire collar to a conduit penetrating through the wall above the fire door leading to the carpark. Breach of BCA C3.15.		BCAB, 5.2.200	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.200	A
D519	CP	CP	Fire isolated stairway - core 2 - level 1	Poorly sealed hydrant pipe penetrating through fire stair wall. Portion of the blockwall has been blown out and not suitably sealed. Breach of BCA C3.15.		BCAB, 5.2.201	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.201	A
D520	CP	CP	Fire isolated stairway - core 2 - level	Mechanical service duct located within the fire isolated stair. Breach of BCA C3.9.		BCAB, 5.2.202	Toga to repair in accordance with SoW to be	BCAB, 5.2.202	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
			1				developed under Deed		
D521	CP	CP	Fire isolated stairway - core 1 - level 7	Service pipe located within the hydrant alcove of the fire isolated stair. Breach of BCA C3.9.		BCAB, 5.2.203	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.203	A
D522	CP	CP	Fire isolated stairway - core 1 - level 7	No tags attached to the double fire doors and frames within the corridor between Core 2. Breach of BCA C3.4.		BCAB, 5.2.204	Engage the original fire door installer.	BCAB, 5.2.204	A
D523	CP	CP	Fire isolated stairway - core 1 - level 6	No tags attached to the double fire doors and frames within the corridor between Core 2. Breach of BCA C3.4.		BCAB, 5.2.205	Engage the original fire door installer.	BCAB, 5.2.205	A
D524	CP	CP	Fire isolated stairway - core 1 - level 6	Copper pipe located within the hydrant alcove within the fire isolated stair. Breach of BCA C3.9.		BCAB, 5.2.206	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.206	A
D525	CP	CP	Fire isolated stairway - core 1 - level 2	Copper pipe located within the fire isolated stair. Breach of BCA C3.9.		BCAB, 5.2.207	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.207	A
D526	CP	CP	Fire isolated stairway - core 1 - level 2	Conduit penetrating through the fire stair wall not fitted with a fire collar. Breach of BCA C3.15.		BCAB, 5.2.208	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.208	A
D527	CP	CP	Fire isolated stairway -	Ramp within fire isolate stair which does not have handrails. Breach of		BCAB, 5.2.209	Toga to repair in accordance	BCAB, 5.2.209	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
			core 1 - level 1	BCA D2.17.			with SoW to be developed under Deed		
D528	CP	CP	Fire isolated stairway - core 1 - level 1	Unsealed hydrant pipe penetrating the wall of the fire isolated stair. Breach of BCA C3.15		BCAB, 5.2.210	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.210	A
D529	CP	CP	Fire isolated stairway - core 1 - level 1	Junction between the top of the blockwall and the concrete is poorly sealed. Breach of BCA C1.1		BCAB, 5.2.211	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.211	A
D530	CP	CP	Basement carpark	PVC pipes penetrating through the slab above which are not fitted with fire collars. Breach of BCA C3.15.	Carpark level 2 - C506, C310 x 2, C208, Driveway behind C208 x3, C352, C659, Driveway in front of C716, C805 x 2, Driveway opposite C509 x 2, Driveway above C335, Down ramp to level 1 x2, C617, C505, C830 x 2, C613, C1719 x 2, C650, Driveway opposite C650, Storage cage 530, C653, Driveway opposite C656 x 2, C656, C711 x 3, Storage 222, C665, Storage 601. Carpark level 1 - C703, C806	BCAB, 5.2.212	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.212	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
<b>Defects in the reports of BCA Logic</b>									
D531	CP	CP	Basement carpark	PVC pipes penetrating through the slab above which are fitted with fire collars but no intumescent material within the collar. Breach of BCA C3.15	Level 2- C513, Level 1 - C817, C737 x 2, C838, C735, C852, C860	BCAB, 5.2.213	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.213	A
D532	CP	CP	Basement carpark	Copper pipes penetrating the slab above not suitably sealed. Breach of BCA C3.15	Level 2- C302 in driveway, C507, C512, Storage 202, C738, on ramp to level 1, storage 601, Driveway opposite C806, C865 x2. Level 1- water pump room, adjacent core 4 entry	BCAB, 5.2.214	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.214	A
D533	CP	CP	Basement carpark	Hydrant pipes penetrating through the slab above within PVC blocks outs which have not been suitably sealed. Breach of BCA C3.15.	Level 2- C352, C509, Driveway opposite C639, C639, C336, C516, Opposite communication board, within communication cupboard	BCAB, 5.2.215	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.215	A
D534	CP	CP	Basement carpark	Redundant penetration through the bounding wall to the common corridor of the Class 2 portion not suitably sealed. Breach of BCA C3.15.	Level 2 - Behind C309 x3, behind C310 x 3	BCAB, 5.2.216	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.216	A
D535	CP	CP	Basement carpark	AC pipes with lagging penetrating the bounding wall to the common corridor of the class 2 portion not suitably sealed. Breach of BCA C3.15	Level 2- Behind C210 x 6, behind 507 x 6	BCAB, 5.2.217	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.217	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D536	CP	CP	Basement carpark	Door access to each of the residential common areas is locked and required a scanned access. This does not allow for these doors to be used as exits. Door separating the carpark from each building foyer is locked in the direction of egress. Breach of BCA D2.21.		BCAB, 5.2.218	Engage the maintenance contractor to undertake a fire trip test of the buildings emergency services.	BCAB, 5.2.218	A
D537	CP	CP	Basement carpark -level 2	Low height of 2010mm underneath the AC condenser located behind the car space 202. Breach of BCA F3.1.		BCAB, 5.2.219	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.219	A
D538	CP	CP	Basement carpark - level 2	Firewall separating the class 7a carpark from the class 2 corridor is of Hebel construction. Unable to determine thickness of the Hebel. Breach of BCA C2.7, C2.8.		BCAB, 5.2.220	Further investigation is required to ascertain if Hebel is 75mm or 100mm power panel construction	BCAB, 5.2.220	A
D539	CP	CP	Basement carpark - level 2	Single copper pipe penetrating the bounding wall into the core 1 fire isolated stair which is unsealed. Breach of BCA C3.15		BCAB, 5.2.221	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.221	A
D540	CP	CP	Basement carpark - level 2	Void in the slab above car park C201 sealed with fire pillows. Several electrical cables penetrating through and the pillows are poorly laid and are not in the base of the slab. Conduit penetrating the fire pillows. Breach of BCA C3.15		BCAB, 5.2.222	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.222	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D541	CP	CP	Basement carpark - level 2 -ramp 1	large void in the slab above which is covered in timber formwork. Breach of BCA C3.15		BCAB, 5.2.223	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.223	A
D542	CP	CP	Basement carpark - level 2 -ramp 1	2 AC pipes and cable located within the single penetration. Breach of BCA C3.15		BCAB, 5.2.224	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.224	A
D543	CP	CP	Basement carpark - level 2	2 AC pipes and a conduit penetrating through the slab above via a poorly formed void not suitably sealed. Breach of BCA C3.15	C521	BCAB, 5.2.225	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.225	A
D544	CP	CP	Basement carpark - level 2	2 AC pipes and a conduit penetrating through the slab above via a poorly formed void not suitably sealed. Breach of BCA C3.15	C721	BCAB, 5.2.226	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.226	A
D545	CP	CP	Basement carpark - level 2	2 AC pipes and a conduit penetrating through the slab above via a poorly formed void not suitably sealed. Breach of BCA C3.15	C512	BCAB, 5.2.227	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.227	A
D546	CP	CP	Basement carpark - level 2	2 AC pipes and a conduit penetrating through the slab above via a poorly formed void not suitably sealed. Breach of BCA C3.15	C727	BCAB, 5.2.228	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.228	A



ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D547	CP	CP	Basement carpark - level 2- water meter cupboard core 1	portion of the Hebel wall at the rear of the cupboard is removed for the placement of the bracket. It is considered that this wall is a fire wall into the residential class 2. Breach of BCA C2.7, C2.8.		BCAB, 5.2.229	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.229	A
D548	CP	CP	Basement carpark - level 2 - gas meter cupboard core 1	Void in the Hebel wall at the rear of the cupboard. Breach of BCA C2.7.		BCAB, 5.2.230	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.230	A
D549	CP	CP	Basement carpark - level 2 bounding wall to core 1 residential	x 7 unsealed copper pipes penetrating the Hebel bounding wall. Breach of BCA C3.15		BCAB, 5.2.231	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.231	A
D550	CP	CP	Basement carpark - level 2 bounding wall to core 1 residential	x 4 PVC pipes penetrating the bounding wall located in the square penetrations and not fitted with fire collars. Breach of BCA C3.15		BCAB, 5.2.232	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.232	A
D551	CP	CP	Basement carpark - level 2 bounding wall to core 1 residential	large gaps located within the Hebel wall which are not sealed. Breach of BCA C3.15		BCAB, 5.2.233	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.233	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D552	CP	CP	Basement carpark - level 2 bounding wall to core 1 residential	x 3 fire clamp collars used to protect the electrical cables through the bounding wall. Various fire clamp collars did not contain the intumescent material instead they were filled with mastic. Fire clamp collars do not sit neatly within the wall and do not extend both sides. Breach of BCA C3.15		BCAB, 5.2.234	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.234	A
D553	CP	CP	Basement carpark - level 2 bounding wall to core 1 residential	no fire collars to x 5 water PEX pipes penetrating the bounding wall. Breach of BCA C3.15		BCAB, 5.2.235	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.235	A
D554	CP	CP	Basement carpark - level 2 bounding wall to core 1 residential	No fire collars to x 5 gas PEX pipes penetrating the bounding wall. Breach of BCA C3.15		BCAB, 5.2.236	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.236	A
D555	CP	CP	Basement carpark - level 2 bounding wall to core 1 residential	Mechanical duct lead from the AC unit through the bounding wall not fitted with a fire damper. Breach of BCA C3.15		BCAB, 5.2.237	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.237	A
D556	CP	CP	Basement carpark - level 2 bounding wall to core 1 residential	Cables penetrating through the Hebel bounding wall which have not been sealed with mastic. Breach of BCA C3.15		BCAB, 5.2.238	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.238	A
D557	CP	CP	Basement carpark - level 2 bounding wall to core 2	Several gas PEX pipes penetrating through the Hebel wall into the residential common lobby not fitted with fire collars. Breach of BCA		BCAB, 5.2.239	Toga to repair in accordance with SoW to be developed	BCAB, 5.2.239	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
			residential	C3.15			under Deed		
D558	CP	CP	Basement carpark - level 2 bounding wall to core 2 residential	Several water PEX pipes penetrating through the Hebel wall into the residential common lobby not fitted with fire collars. Breach of BCA C3.15		BCAB, 5.2.240	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.240	A
D559	CP	CP	Basement carpark - level 2 bounding wall to core 2 residential	Hydrant pipe located in an excessive penetration not sealed. Breach of BCA C3.15.		BCAB, 5.2.241	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.241	A
D560	CP	CP	Basement carpark - level 2 EDB	Large cable bundle penetrating through the Hebel wall in a square penetration. Breach of BCA C3.15		BCAB, 5.2.242	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.242	A
D561	CP	CP	Basement carpark - level 2 EDB	Large cable bundle penetrating through the Hebel wall in a square penetration. Breach of BCA C3.15		BCAB, 5.2.243	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.243	A
D562	CP	CP	Basement carpark - level 2 EDB	Poorly sealed junction between the top of the Hebel wall and the concrete slab. Breach of BCA C1.1		BCAB, 5.2.244	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.244	A
D563	CP	CP	Basement carpark - level 2 EDB	Copper pipe located within a large penetration which was not sealed. Breach of BCA C3.15		BCAB, 5.2.245	Toga to repair in accordance with SoW to be developed	BCAB, 5.2.245	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
							under Deed		
D564	CP	CP	Basement carpark - level 2 communication room	Cable tray continuing through the width of the wall sealed with fire pillows. Breach of BCA C3.15		BCAB, 5.2.246	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.246	A
D565	CP	CP	Basement carpark - level 2 communication room	Several unsealed electrical cables which penetrate the bounding wall into the common area of core 1. Breach of BCA C3.15		BCAB, 5.2.247	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.247	A
D566	CP	CP	Basement carpark - level 2 communication room	Several voids within the slab above within several services penetrating not sealed. Breach of BCA C3.15		BCAB, 5.2.248	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.248	A
D567	CP	CP	Basement carpark - level 2 communication room	No fire collar fitted to the conduit penetrating through the bounding wall. Breach of BCA C3.15		BCAB, 5.2.249	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.249	A
D568	CP	CP	Basement carpark - level 2 communication room	Firewall separating the class 7a carpark from the class 2 corridor is of Hebel construction. Unable to determine thickness of the Hebel. Breach of BCA C2.7, C2.8.		BCAB, 5.2.250	Further investigation is required to ascertain if Hebel is 75mm or 100mm power panel construction	BCAB, 5.2.250	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D569	CP	CP	Basement carpark - level 2	Several voids within the slab above with cables penetrating not sealed with pillows. Breach of BCA C3.15	C865	BCAB, 5.2.251	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.251	A
D570	CP	CP	Basement carpark - level 2 bounding wall to core 3 residential	Several gas PEX pipes not fitted with fire collars penetrating through the Hebel wall into the residential common lobby. Breach of BCA C3.15		BCAB 5.2.252	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.252	A
D571	CP	CP	Basement carpark - level 2 bounding wall to core 3 residential	Several water PEX pipes not fitted with fire collars penetrating through the Hebel wall into the residential common lobby. Breach of BCA C3.15		BCAB, 5.2.253	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.253	A
D572	CP	CP	Basement carpark - level 2 bounding wall to core 3 residential	No fire collar to the conduit pipe penetrating through the Hebel wall into the residential common lobby. Breach of BCA C3.15.		BCAB, 5.2.254	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.254	A
D573	CP	CP	Basement carpark - level 2	Shaft which is open to the basement level and is lined with Hebel. A shaft within class 7a must maintain 2hr fire separation which is not achieved by Hebel construction. Breach of BCA C2.7.		BCAB, 5.2.255	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.255	A
D574	CP	CP	Basement carpark - level 2 bounding wall to core 4 residential	several unsealed cables within a square penetration with a cable tray penetrating through the wall. Breach of BCA C3.15		BCAB, 5.2.256	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.256	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D575	CP	CP	Basement carpark - level 2 bounding wall to core 4 residential	Horizontal penetration with a cable tray continuing through the width of the wall sealed with fire pillows. Breach of BCA C3.15.		BCAB, 5.2.257	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.257	A
D576	CP	CP	Basement carpark - level 2 bounding wall to core 4 residential	No fire collars fitted to gas PEX pipes penetrating through the Hebel wall into the residential common lobby. Breach of BCA C3.15.		BCAB, 5.2.258	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.258	A
D577	CP	CP	Basement carpark - level 2 bounding wall to core 4 residential	No fire collars fitted to water PEX pipes penetrating through the Hebel wall into the residential common lobby. Breach of BCA C3.15.		BCAB, 5.2.259	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.259	A
D578	CP	CP	Basement carpark - level 1	redundant penetration through the slab above located at car space C860. PVC pipe has a fire collar surrounding, however no intumescent material. Breach of BCA C3.15.		BCAB, 5.2.260	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.260	A
D579	CP	CP	Basement carpark - Level 1 - bounding wall to garbage room core 1	PVC pipe penetrating the block wall not fitted with fire collar. Breach of BCA C3.15		BCAB, 5.2.261	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.261	A
D580	CP	CP	Basement carpark - Level 1 - bounding wall to garbage room core 1	PVC pipe penetrating the slab above located half inside the block wall. Breach of BCA C3.15		BCAB, 5.2.262	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.262	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D581	CP	CP	Basement carpark - Level 1 - bounding wall to garbage room core 1	Unsealed sprinkler pipe penetrating into the garbage room. Breach of BCA C3.15.		BCAB, 5.2.263	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.263	A
D582	CP	CP	Basement carpark - level 1- garbage room - core 1	No fire collar to the conduit pipe penetrating through the block wall. Breach of BCA C3.15.		BCAB, 5.2.264	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.264	A
D583	CP	CP	Basement carpark - level 1 - garbage room - core 1	PVC pipe penetrating from the block wall not fitted with a fire collar. Breach of BCA C3.15.		BCAB, 5.2.265	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.265	A
D584	CP	CP	Basement carpark - level 1 garbage room - core 1	Unsealed sprinkler pipe penetrating the block wall. Breach of BCA C3.15.		BCAB, 5.2.266	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.266	A
D585	CP	CP	Basement carpark - level 1 garbage room - core 1	x3 copper pipes penetrating the slab above in oversized penetrations and poorly sealed. Breach of BCA C3.15.		BCAB, 5.2.267	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.267	A
D586	CP	CP	Basement carpark - level 1 garbage room - core 1	Portion of the garbage with a lower head height clearance of 1.92m to the slab and 1.8mm to the sprinkler head. Breach of BCA F3.1.		BCAB, 5.2.268	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.268	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D587	CP	CP	Basement carpark - level 1 garbage room - core 1	Junction of the block wall and the concrete wall around the perimeter of the room not suitably sealed. Breach of BCA C1.1.		BCAB, 5.2.269	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.269	A
D588	CP	CP	Basement carpark - level 1 garbage room - core 1	No fire collar fitted to the PVC pipe penetrating the block wall located in a square penetration. Breach of BCA C3.15		BCAB, 5.2.270	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.270	A
D589	CP	CP	Basement carpark - level 1 garbage room - core 1	Redundant penetration in the slab above. Breach of BCA C3.15.		BCAB, 5.2.271	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.271	A
D590	CP	CP	Basement carpark - level 1	x2 voids in the slab above which are poorly sealed with no fire pillows. Breach of BCA C3.15.	C537	BCAB, 5.2.272	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.272	A
D591	CP	CP	Basement carpark - level 1	x2 voids in the slab above which are poorly sealed with no fire pillows. Conduits penetrating through the fire pillows. Breach of BCA C3.15.	C537	BCAB, 5.2.273	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.273	A
D592	CP	CP	Basement carpark - level 1 - garbage room core 3	No self- closing device to the door leading into the garbage room. Breach of BCA C1.1		BCAB, 5.2.274	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.274	A



ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D593	CP	CP	Basement carpark - level 1 - garbage room core 3	x4 copper pipes which are not sealed or are poorly backfilled into the slab above, Breach of BCA C3.15.		BCAB, 5.2.275	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.275	A
D594	CP	CP	Basement carpark - level 1 - garbage room core 3	Redundant penetration which has been filled with mastic. Breach of BCA C3.15.		BCAB, 5.2.276	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.276	A
D595	CP	CP	Basement carpark - level 1	PVC pipe penetrating the block wall into the garbage room not fitted with a fire collar. Breach of BCA C3.15.		BCAB, 5.2.277	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.277	A
D596	CP	CP	Basement carpark - level 1 - managers office	x2 poorly sealed AC pipes penetrating the blockwall. Breach of BCA C3.15.		BCAB, 5.2.278	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.278	A
D597	CP	CP	Basement carpark - level 1 - managers office	Conduit pipe penetrating through the block wall not fitted with a fire collar. Breach of BCA C3.15.		BCAB, 5.2.279	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.279	A
D598	CP	CP	Basement carpark - level 1 - managers office	Unsealed sprinkler pipe penetrating the blockwall. Breach of BCA C3.15.		BCAB, 5.2.280	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.280	A
D599	CP	CP	Basement carpark - level 1 - managers	Unsealed hydrant pipe penetrating the blockwall. Breach of BCA C3.15.		BCAB, 5.2.281	Toga to repair in accordance with SoW to be	BCAB, 5.2.281	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
			office				developed under Deed		
D600	CP	CP	Basement carpark - level 1 - water pump room	150mm PVC pipe penetrating the bock wall not fitted with a fire collar. Breach of BCA C3.15.		BCAB, 5.2.282	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.282	A
D601	CP	CP	Basement carpark - level 1 - water pump room	40m PVC pipe penetrating the bock wall not fitted with a fire collar. Breach of BCA C3.15.		BCAB, 5.2.283	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.283	A
D602	CP	CP	Basement carpark - level 1 - water pump room	Poorly sealed bock wall. Breach of BCA C1.1.		BCAB, 5.2.284	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.284	A
D603	CP	CP	Basement carpark - level 1 - bounding wall to core 4 lobby	Cable tray continuing through the width of the wall sealed with fire pillows. Breach of BCA C3.15		BCAB, 5.2.285	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.285	A
D604	CP	CP	Basement carpark - level 1 - storage room	No self- closing device or door and frame tags provided to the door leading into the garage room. Breach of BCA C1.1		BCAB, 5.2.286	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.286	A
D605	CP	CP	Basement carpark - level 1 storage room	Cable tray continuing through the width of the wall sealed with fire pillows. Breach of BCA C3.15		BCAB, 5.2.287	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.287	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D606	CP	CP	Basement carpark - level 1 - electrical cupboard	Unsealed copper pipe penetrating through the blockwall into the garbage room. Breach of BCA C3.15.		BCAB, 5.2.288	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.288	A
D607	CP	CP	Basement carpark - level 1 - electrical cupboard	Poorly sealed blockwork wall bounding the garbage room. Breach of BCA C1.1.		BCAB, 5.2.289	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.289	A
D608	CP	CP	Basement carpark - level 1 - garbage room core 4	Poorly sealed junction between the top blockwork wall and the slab above. Breach of BCA C1.1		BCAB, 5.2.290	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.290	A
D609	CP	CP	Basement carpark - level 1 - garbage room core 4	No fire collar to the PVC pipe penetrating the block wall. Breach of BCA C3.15		BCAB, 5.2.291	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.291	A
D610	CP	CP	Basement carpark - level 1 - garbage room core 4	Cable tray continuing through the width of the wall sealed with fire pillows. Breach of BCA C3.15		BCAB, 5.2.292	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.292	A
D611	CP	CP	Basement carpark - level 1 - garbage room core 4	Cable tray continuing through the width of the wall sealed with fire pillows. Breach of BCA C3.15		BCAB, 5.2.293	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.293	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D612	CP	CP	Basement carpark - level 1 - garbage room core 4	No self- closing device provided to the door leading into the garbage room. Breach of BCA C1.1		BCAB, 5.2.294	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.294	A
D613	CP	CP	Basement carpark - level 1 - garbage room core 4	Base of the communication shaft is not sealed. Pillows are installed but not the full width of the slab. Breach of BCA C1.1.		BCAB, 5.2.295	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.295	A
D614	CP	CP	Basement carpark - level 2 - bounding wall to core 4 residential	No fire collars to the water PEX pipes penetrating through the Hebel wall into the residential common lobby. Breach of BCA C3.15.		BCAB, 5.2.296	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.296	A
D615	CP	CP	Basement carpark - level 1 - bounding wall to core 4 residential	No fire collars to the gas PEX pipes penetrating through the Hebel wall into the residential common lobby. Breach of BCA C3.15.		BCAB, 5.2.297	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.297	A
D616	CP	CP	Basement carpark - level 1	Reduced head height underneath the carpark ramp. Breach of BCA F3.1		BCAB, 5.2.298	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.298	A
D617	CP	CP	Basement carpark - level 1 - adjacent lift	Void within the slab above poorly sealed. Large cable bundles and conduits penetrating through pillows. Breach of BCA C3.15.		BCAB, 5.2.299	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.299	A
D618	CP	CP	Basement carpark - level 1 - core 1	No handrail provided with ramp. Breach of BCA D2.17.		BCAB, 5.2.300	Toga to repair in accordance with SoW to be	BCAB, 5.2.300	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
			entry				developed under Deed		
D619	CP	CP	Basement carpark - level 1 - core 1 entry	Hydrant within an excessive penetration in the block wall. Breach of BCA C3.15.		BCAB, 5.2.301	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.301	A
D620	CP	CP	Basement carpark - level 1 -garbage room - core 1	No self- closing device provided to the door leading into the garbage room. Breach of BCA C1.1		BCAB, 5.2.302	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.302	A
D621	CP	CP	Basement carpark -level 1 garbage room - core 1	Large void with multiple conduits penetrating that is poorly sealed with fire pillows. Breach of BCA C3.15.		BCAB, 5.2.303	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.303	A
D622	CP	CP	Basement carpark - level 1 - garbage room - core 1	Behind the conduit the junction between the blockwall and the slab is poorly sealed. Breach of BCA C1.1.		BCAB, 5.2.304	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.304	A
D623	CP	CP	Basement carpark - level 1 - garbage room core 1	Unsealed sprinkler pipe penetrating into the garbage room. Breach of BCA C3.15.		BCAB, 5.2.305	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.305	A
D624	CP	CP	Basement carpark - level 1 - garbage room - core 1	Several mechanical ducts which penetrated bounding walls which are not fitted with fire dampers. Breach of BCA C3.15.		BCAB, 5.2.306	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.306	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D625	CP	CP	Basement carpark - level 1 - garbage room core 1	No collar to the PVC pipe penetrating the concrete slab above. Breach of BCA C3.15.		BCAB, 5.2.307	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.307	A
D626	CP	CP	Basement carpark - level 1 - garbage room -core 1	No collar to the PVC pipe penetrating the blockwork wall. Breach of BCA C3.15.		BCAB 5.2.308	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.308	A
D627	CP	CP	Basement carpark - level 1 - garbage room - core 1	No fire collars to the x3 conduits penetrating the bounding wall into the storage room. Breach of BCA C3.15.		BCAB, 5.2.309	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.309	A
D628	CP	CP	Basement carpark - level 1 -core 1 - garbage room	x2 copper pipes penetrating the slab above not backfilled. Breach of BCA C3.15.		BCAB, 5.2.310	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.310	A
D629	CP	CP	Basement carpark - core 1 - level 1 - accessible sanitary facility	Several mechanical ducts which penetrated bounding walls which are not fitted with fire dampers. Breach of BCA C3.15.		BCAB, 5.2.311	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.311	A
D630	CP	CP	Basement carpark - core 1 - level 1 - accessible sanitary facility	Poorly sealed copper pipes penetrating from the garbage room within a square penetration. Breach of BCA C3.15.		BCAB, 5.2.312	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.312	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	BCA Proposed SoW	Category
Defects in the reports of BCA Logic									
D631	CP	CP	Basement carpark - core 1 - level 1 - accessible sanitary facility	No fire collar to PVC pipe penetrating the block wall. Breach of BCA C3.15.		BCAB, 5.2.313	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.313	A
D632	CP	CP	Basement carpark - core 1 - level 1	bracket located within the block wall to the class 2 portion. Breach of BCA C2.7.		BCAB, 5.2.314	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.314	A
D633	CP	CP	Basement carpark - main switch board	x2 conduits not fitted with fire collars through the block wall into the airlock. Breach of BCA C3.15.		BCAB, 5.2.315	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.315	A
D634	CP	CP	Basement carpark - main switch board	Cable tray continuing through the width of the wall sealed with fire pillows. It is noted there are conduits passing through the pillows. Breach of BCA C3.15		BCAB, 5.2.316	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.316	A
D635	CP	CP	Basement carpark -- main switch board	Portion of the blockwork wall which is poorly sealed behind the cable cluster at the slab junction. Breach of BCA C1.1		BCAB 5.2.317	Toga to repair in accordance with SoW to be developed under Deed	BCAB, 5.2.317	A

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category B Items									
D001	Various - lots 226, 228, 229, 6, 7, 16, 36, 37, 45, 56, 74, 80, 87, 82, 88, 84, 112, 117, 145, 147, 118, 121, 93, 96, 127, 161, 152, 209, 160, 210, 211, 184, 187, 188, 217, 219,	Various - units 108, 110, 111, 207, 208, 218, 317, 318, 327, 339, 526, 529, 532, 533, 536, 537, 616, 621, 630, 632, 633, 637, 652, 656, 661, 711, 722, 732,	Various	Audible cracking noises caused by thermal expansion and contraction of steel reinforcement within the concrete elements and inadequate movement provisions to compensate for expansion of building elements, to the extent only that it is not a 'Major Defect' within the meaning of the <i>Home Building Act 1989</i> .	Source of noise unknown	RHMC, S.1	Tom Aubusson of Acoustic Logic to undertake a range of noise and vibration monitoring measures to determine the nature and source of the noise	No	B



ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category B Items									
	190, 192, 194, 195, 165, 166, 167, 169, 197, 198, 199, and 200	735, 736, 738, 817, 820, 821, 830, 832, 835, 837, 839, 850, 853, 855, 856, 858, 860, 861, 862, and 863							
D121	84	537		Undue and disruptive hydraulic noise intrusion (water hammer) when the toilet is flushed or washing machine is in operation, possibly caused by deficiency with acoustic insulation provisions in plasterboard walls and ceilings or water hammer issues	Bathroom	RHMC, 106.1	Engage a qualified hydraulic consultant or plumber to establish the source of the noise and provide advice and/or Tom Aubusson of Acoustic Logic to investigate	Dependent upon outcome of further investigations	B

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category B Items									
							and assess the issue		
D229	187	820		Defective tiling- inadequately secured to wall framing as a result of poor workmanship	Ensuite	RHMC, 199.1	Undertake agreed SoW	RHMC, 199.1D	B
D230	187	820		Discolouration to grouting between wall tiles possibly as a result of leaking pipe	Ensuite	RHMC, 199.2	Further investigations. Undertake agreed SoW	RHMC, 199.2D	B
D231	187	820		Owner instructed that there are intermittent draughts through glass window. Not evidence on inspection. May be caused by friction caused by rubber and mohair seals.	Bedroom 1	RHMC, 199.3	Further investigations required. Undertake agreed SoW	RHMC, 199.3D	B
D636	207	728		Builder had previously re-grouted the northern tiled wall in 2015 which they used a different colour grout.	Bathroom	RHMD, 176.2			B

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category B Items									
D637	75	525		Evidence of water penetration damage (staining) to carpet at north-eastern corner.	Bedroom 1	RHMD, pg21	Undertake agreed SOW	RHM, pg21	B
D638	207	728		Damaged tiles in bathroom on wall adjoining to common area	Bathroom				B
D639	207	728		Evidence of water penetration damage (staining) in bedroom	Bedroom				B

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category C Items									
D004	221	102		Sliding louvre screen on masonry balustrade is difficult to operate (heavy and stiff) caused by degradation or displacement of the rollers/wheels beneath the sliding screens, original building debris may not have been cleared from the bottom of the frame, and the louvre screen assemblies may not have been serviced/adjusted adequately by the fabricator/installer after installation	Eastern balcony sliding louvre screen on masonry balustrade	RHMC, 2.1		RHMC, 2.1D	C
D008	225	107		Unsatisfactory render finish around aluminium-framed sliding door on western wall at eastern end of balcony caused by incomplete works and poor workmanship (the render finish was not completed with due care)	Western wall at eastern end of balcony	RHMC, 6.1		RHMC, 6.1D	C
D010	226	108		Cracked, drummy and delaminating concrete caused by differential movement between building elements, inadequate provisions in render to accommodate movement, and inadequate joints in concrete beams to accommodate movement	Vertical face of beam adjacent to construction joint at western end of northern balcony	RHMC, 7.2		RHMC, 7.2D	C

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category C Items									
D015	2	202		Water penetration damage (staining and mould growth) to timber smooth edge and underside of carpet, water seepage adjacent to sliding door, and pulled and rolled back carpet and underlay caused by deficiency with waterproofing and weatherproofing provisions and absence of stop ends to the sub-sill of the aluminium-framed sliding door, failure of appropriately detailed waterproofing provisions to adjoining balcony surface, and deficiency with waterproofing and weatherproofing provisions to the external walls	South-western corner of bedroom 2	RHMC, 12.1		RHMC, 12.1D	C
D024	11	212		Water penetration damage (staining, blistering and flaking paintwork) to plasterboard bulkhead caused by deficiency with waterproofing provisions to the top surface of projected concrete slab immediately above, and deficiency with waterproofing and weatherproofing provisions of aluminium-framed window and external walls	Along southern wall of bedroom 1, between aluminium-framed window and sliding door	RHMC, 21.1		RHMC, 21.1D	C
D025	11	212		Fluorescent light fitting is faulty and requires replacement every 1 to 2 months	Above vanity cabinet in bathroom	RHMC, 21.2		Dependent upon outcome of further testing	C

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category C Items									
D031	17	219		5.0mm wide separation along construction joint to rendered masonry balustrade (inner and outer faces) and floor tiles at western end caused by differential movement and failure to accommodate building movement along construction joint	Northern balcony	RHMC, 27.1		RHMC, 27.1D	C
D032	17	219		8.0mm wide cracking to north-facing rendered wall caused by differential movement between building elements, inadequate provisions in render and inadequate joints in masonry wall to accommodate movement	Top RHS of aluminium-framed sliding door at northern balcony	RHMC, 27.2		RHMC, 27.2D	C
D033	17	219		Exposed construction joint on soffit of balcony slab	Western end of northern balcony	RHMC, 27.3		RHMC, 27.3D	C
D034	18	220		Downlight not operational caused by possible fault with downlight fittings, transformers, installation of electrical wiring for fittings and switches, or overheating	Kitchen	RHMC, 28.1		Dependent upon outcome of further testing	C
D036	20	222		Aluminium-framed balcony sliding door leaf is difficult to operate (it is stiff and binds), caused by excessive friction of rubber and mohair seals in sliding door framework and sliding door assembly may not have been serviced and adjusted adequately by installer	Living room	RHMC, 30.1		RHMC, 30.1D	C

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category C Items									
D044	28	308		Water penetration damage (staining) to carpet caused by deficiency with waterproofing and weatherproofing provisions and absence of stop ends to the sub-sill of the aluminium-framed sliding door, failure of appropriately detailed waterproofing provisions to adjoining balcony surface, and deficiency with waterproofing and weatherproofing provisions to the external walls	Adjacent to glass sliding door on western wall of bedroom 1	RHMC, 38.1		RHMC, 38.1D	C
D046	30	310		1.0mm separation of timber quad moulding along the construction joint on northern wall caused by differential movement between building elements and failure to accommodate building movement along construction joint	Along northern wall of living room, adjacent to ceiling	RHMC, 40.1		RHMC, 40.1D	C
D047	30	310		1.5mm wide separation along the construction joint between northern wall and ceiling caused by differential movement between building elements and failure to accommodate building movement along construction joint	Between northern wall and ceiling in bedroom	RHMC, 40.2		RHMC, 40.2D	C
D053	36	317		Water penetration	Emanating from north-eastern and north-western corners of bedroom 1	RHMC, 46.1		RHMC, 46.1D	C
D072	55	338		Excessive gap between soffit of balcony slab and western external wall at location of construction joint	Northern balcony	RHMC, 65.1		RHMC, 65.1D	C

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category C Items									
D074	57	350		Water penetration (staining and mould) to timber smooth edge caused by deficiency with waterproofing and weatherproofing provisions and absence of stop ends to the sub-sill of the aluminium-framed sliding door, deficiency with waterproofing and weatherproofing provisions and absence of stop ends to the sub-sill of the aluminium-framed window, failure of appropriately detailed waterproofing provisions to adjoining balcony surface, and deficiency with waterproofing and weatherproofing provisions to the external walls	North-eastern corner of living room, adjacent to eastern wall	RHMC, 67.1		RHMC, 67.1D	C
D075	57	350		Once-off water seepage	Emanating from north-western corner of living room adjacent to sliding door	RHMC, 67.2		Dependent upon outcome of monitoring	C
D085	66	503		Aluminium-framed awning window cannot be closed because of faulty window hardware, window hardware fixed too tight, and/or window too large for frame when closed	Eastern wall of the study	RHMC, 76.1		RHMC, 76.1D	C
D100	105	520		Fluorescent light fitting is inoperable	Above vanity cabinet in bathroom	RHMC, 91.1		Dependent upon outcome of further testing	C



ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category C Items									
D104	75	525		Excessive gap between aluminium-framed window and plasterboard sill caused by failure to seal junction of window frame and adjoining sill	Northern wall of bedroom 1	RHMC, 95.1		RHMC, 95.1D	C
D105	74	526		5.0mm wide cracking and separation along the expansion joint to internal walls and ceiling caused by failure to accommodate building movement along construction joint	Hallway	RHMC, 96.1		RHMC, 96.1D	C
D106	74	526		Separation and displacement of sealant between floor and hob tiles along the construction joint, creating voids, caused by failure to accommodate building movement along construction joint	Eastern balcony, adjacent to glass sliding door	RHMC, 96.2		RHMC, 96.2D	C
D112	87	532		Water penetration damage (staining and mould growth) to carpet and timber smooth edge (deterioration) caused by deficiency with sub-sill drainage problems and/or sill flashing and waterproofing and weatherproofing of aluminium-framed window and external walls	South-eastern corner of bedroom 1	RHMC, 102.1		RHMC, 102.1D	C
D114	83	535		15.0mm wide separation between kitchen cabinet and western wall caused by differential movement and failure to accommodate building movement along construction joint	Along construction joint in kitchen	RHMC, 104.1		RHMC, 104.1D	C
D115	83	535		2.0mm wide separation of timber quad moulding caused by differential movement and failure to accommodate building movement	Along western wall in living room, adjacent to ceiling, along the construction joint	RHMC, 104.2		RHMC, 104.2D	C

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category C Items									
				along construction joint					
D117	88	536		2.0mm wide separation of timber quad moulding caused by differential movement and failure to accommodate building movement along construction joint	Along western wall in living room, adjacent to ceiling, along the construction joint	RHMC, 105.1		RHMC, 105.1D	C
D118	88	536		Water seepage (staining) emanating from soffit of concrete slab along western rendered wall caused by deficiency with waterproofing provisions on top surface of balcony concrete slab	Southern balcony at the location of the construction joint	RHMC, 105.2		RHMC, 105.2D	C
D119	88	536		Displaced and drummy skirting tiles caused by incorrect preparation of substrate and use of adhesive, inadequately adhered tiles, differential movement, inadequately accommodated thermal expansion, and poor workmanship	Along base of western wall of southern balcony along construction joint	RHMC, 105.3		RHMC, 105.3D	C
D120	88	536		10.0mm separation between aluminium-frame sliding door frame and western rendered wall, and missing storm mould	Southern balcony	RHMC, 105.4		RHMC, 105.4D	C
D129	76	612		6.0mm separation between northern rendered wall and hob caused by differential building movement and inadequate joint provisions to delineate interface of building elements and accommodate	Along construction joint in northern balcony	RHMC, 114.1		RHMC, 114.1D	C

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category C Items									
				predictable differential movement					
D143	144	629		Water penetration damage (staining and mould growth) to timber smooth edge and underside of carpet caused by deficiency with waterproofing and weatherproofing provisions of aluminium-framed window and external walls, and deficiencies with sub-sill drainage provisions and/or sill flashing	Base of eastern wall in living room	RHMC, 124.1		RHMC, 124.1D	C
D145	146	631		Bath spout is loose and inadequately secured to northern wall, water seepage from grout joints between floor tiles adjacent to bath tub, and discoloured grouting	Bathroom	RHMC, 126.1		RHMC, 126.1D	C
D148	146	631		1.0mm wide separation between floor boards and timber skirting along flexible sealant caused by differential movement between building elements, movement along construction joint, and poor workmanship	Adjoining to southern wall in living room	RHMC, 126.4		RHMC, 126.4D	C
D152	120	636		Floor surface not level, consequentially the door of built-in-robe cannot be closed, caused by poor workmanship during installation of the reinforced concrete slab and floor boards have not been laid level	South-eastern corner of bedroom	RHMC, 130.1		RHMC, 130.1D	C

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category C Items									
D153	121	637		1.5mm separation between timber quad moulding and plasterboard wall and between timber quad moulding and ceiling, caused by differential movement and failure to accommodate building movement	Western wall of living room along construction joint	RHMC, 131.1		RHMC, 131.1D	C
D154	121	637		2.0mm separation between floor tiles and timber skirting caused by differential movement, inadequate provisions to accommodate movement, and failure to accommodate building movement	Western wall of kitchen	RHMC, 131.2		RHMC, 131.2D	C
D163	97	657		1.00mm wide separation of timber quad moulding, differential movement occurring and failure to accommodate building movement along construction joint as a result of poor workmanship	Stairwell along northern wall and ceiling at north-western corner	RHMC, 140.1		RHMC, 140.1D	C
D164	97	657		Water penetration due to waterproofing and weatherproofing deficiencies. Result of poor workmanship	Northern plasterboard wall of bedroom 1	RHMC, 140.2		RHMC, 140.2D	C
D165	97	657		Inadequate provisions to compensate for expansion and movement of building elements due to poor workmanship	Timber doors in bedroom 1	RHMC, 140.3		RHMC, 140.3D	C
D172	130	665		Incomplete paintwork. Result of poor workmanship	Bathroom - plasterboard ceiling lining	RHMC, 147.1		RHMC, 147.1D	C
D186	161	711		Excessive gaps between sliding door frames due to incomplete work and poor workmanship	Northern balcony against western rendered wall (bedroom	RHMC, 161.1		RHMC, 161.1D	C

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category C Items									
					1)				
D200	155	726		Water penetration due to deficiencies in waterproofing and weatherproofing.	Living room - carpet near glass sliding door	RHMC, 174.1		RHMC, 174.1D	C
D208	160	735		2.0mm wide separation of timber quad moulding caused by differential movement and failure to accommodate building movement along construction joint. Unsatisfactory workmanship	Living room - along western wall	RHMC, 182.1		RHMC, 182.1D	C
D209	160	735		1.5mm separation between floor tiles and timber skirting causing differential movement between building elements as a result of poor workmanship	Kitchen - western wall	RHMC, 182.2		RHMC, 182.2D	C
D210	210	736		1.0mm separation between carpet and timber skirting causing differential movement between building elements due to poor workmanship	Living room - southern wall	RHMC, 183.1		RHMC, 183.1D	C
D211	210	736		Incomplete work in installing sliding door. 8.0mm wide separation between door frame and storm mould. Poor workmanship	Eastern balcony - western edge	RHMC, 183.2		RHMC, 183.2D	C
D213	211	738		Drainage pipe work blockage, possible deficiency with installation of pipe work due to poor workmanship	Bathroom (vanity basin and bathtub)	RHMC, 185.1		RHMC, 185.1D	C

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category C Items									
D214	211	738		Toilet plumbing pipes not sealed due to poor workmanship	Bathroom (toilet)	RHMC, 185.2		RHMC, 185.2D	C
D235	216	829		Water penetration blistering paintwork and ceiling as a result of deficiency in waterproofing and weatherproofing of skylight. Due to poor workmanship	Living room - adjacent to skylight	RHMC, 202.1		RHMC, 202.1D	C
D237	218	831		5.0mm separation between door and frame due to incomplete work and poor workmanship	Southern balcony	RHMC, 204.1		RHMC, 204.1D	C
D245	193	838		Water penetration damage and low moisture readings as a result of deficiency with waterproofing and weatherproofing glass sliding door, external walls as a result of poor workmanship	Living room - north eastern corner	RHMC, 210.1		RHMC, 210.1D	C
D247	195	850		Instructed by occupant about water penetration. Due to deficiency in waterproofing of sliding door- poor workmanship. Occurred during significant storm in June 2016	Bedroom 2	RHMC, 212.1		RHMC, 212.1D	C
D248	195	850		Sliding door panel not secured properly due to poor workmanship	Bedroom 2	RHMC, 212.2		RHMC, 212.2D	C
D249	195	850		Sliding door difficult to operate due to excessive friction as a result of poor workmanship	Living room	RHMC, 212.3		RHMC, 212.3D	C
D260	198	861		Cracking and separation of plasterboard wall linking sheets caused by differential movement between elements. Due to poor workmanship	Living room - eastern wall	RHMC, 222.1		RHMC, 222.1D	C

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category C Items									
D261	198	861		Water seepage and staining due to joints between window framing not sealed adequately due to poor workmanship	Living room - window on northern wall	RHMC, 222.2		RHMC, 222.2D	C
D262	198	861		Cracking and separation of plasterboard wall linking sheets caused by differential movement between elements. Due to poor workmanship	Kitchen - 2 separate locations on bulkhead above kitchen	RHMC, 222.3		RHMC, 222.3D	C
D263	199	862		Water seepage due to thermal expansion and contraction of steel reinforcement, due to failing to allow for expansion of building as a result of poor workmanship	Eastern balcony on northern wall at top of glass sliding door	RHMC, 223.1		RHMC, 223.1D	C
D271	CP	CP	Common foyer- ground floor	Hairline cracking and separation caused by differential movement as a result of poor workmanship	Common foyer - ground floor- adjacent to fire mimic panel	RHMC, C1.1		RHMC, C1.1D	C
D272	CP	CP	Common foyer- ground floor	Door does not shut when not in use. Compromising security. As a result of poor workmanship	Common foyer - ground floor	RHMC, C1.2		RHMC, C1.2D	C
D273	CP	CP	Common foyer- level 1	Incomplete paint work - poor workmanship	Common foyer - level 1 - timber door servicing the communications cupboard	RHMC, C1.3		RHMC, C1.3D	C
D274	CP	CP	Common foyer- level 6	Failure to install public announcement speaker system. Incomplete work- poor workmanship	Common foyer - level 6 - adjacent to unit 666	RHMC, C1.4		RHMC, C1.4D	C
D275	CP	CP	Common foyer - level 7	Hairline cracking and separation caused by differential movement as a result of poor workmanship	Common foyer - level 7 - between doorway to units 719 and 720	RHMC, C1.5		RHMC, C1.5D	C

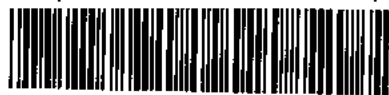
ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category C Items									
D276	CP	CP	Fire stairwell - roof level	Incomplete works - finish to steel door frame, mortar has not been applied flush and wall is tarnished due to poor workmanship	Western wall door frame	RHMC, C1.6		RHMC, C1.6D	C
D278	CP	CP	Common foyer - level 2	Unfinished paintwork due to poor workmanship	Timber door servicing garbage chute cupboard	RHMC, C2.2		RHMC, C2.2D	C
D279	CP	CP	Common foyer - level 6	Construction debris left due to incomplete work	Within fire hydrant cupboard adjacent to doorway of unit 658	RHMC, C2.3		RHMC, C2.3D	C
D280	CP	CP	Common foyer - level 6	Incomplete and poorly finished carpet due to poor workmanship	Within fire hydrant cupboard adjacent to doorway of unit 658	RHMC, C2.4		RHMC, C2.4D	C
D281	CP	CP	Common foyer - level 8	Incomplete works with respect to plasterboard wall lining due to poor workmanship	Above doorway of unit 853	RHMC, C2.5		RHMC, C2.5D	C
D282	CP	CP	Fire stairwell - level 3	Lack of sealant between floor times and adjoining internal walls due to poor workmanship	Floor and walls throughout stairwell landing	RHMC, C2.6		RHMC, C2.6D	C
D283	CP	CP	Fire stairwell - roof level	Exposed and corroding steel reinforcement due to not being trimmed back from surface and insufficient concrete coverage - poor workmanship	North eastern corner adjacent to doorway and roof	RHMC, C2.7		RHMC, C2.7D	C
D284	CP	CP	Common foyer - ground level	Hairline cracking and separation along taped joint due to differential movement between building elements. Poor workmanship	Between plasterboard ceiling lining sheets, on left hand side of elevator doorway	RHMC, C3.1		RHMC, C3.1D	C
D285	CP	CP	Common foyer - ground level	Lack of sealant between floor times and adjoining internal walls due to poor workmanship	Throughout ground floor foyer	RHMC, C3.2		RHMC, C3.2D	C



ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category C Items									
D286	CP	CP	Common foyer - level 1	Incomplete works with respect to plasterboard ceiling painting - not painted to match previous	Above doorway of unit 103	RHMC, C3.3		RHMC, C3.3D	C
D287	CP	CP	Common foyer - level 1	Incomplete works with respect to plasterboard ceiling painting - not painted to match previous	Above doorway of unit 106	RHMC, C3.4		RHMC, C3.4D	C
D288	CP	CP	Common foyer - level 3	Incomplete works with repairs to plasterboard wall lining - not painted to match previous	Left hand side of doorway to communication cupboard	RHMC, C3.5		RHMC, C3.5D	C
D289	CP	CP	Common foyer - level 3	Incomplete works due to lack of grouting between floor tiles	Within garbage chute cupboard	RHMC, C3.6		RHMC, C3.6D	C
D290	CP	CP	Fire stairwells between levels 3 and 5	Exposed steel reinforcement and soffit of reinforced concrete slab due to insufficient concrete coverage due to poor workmanship	Landing between levels 3 and 5	RHMC, C3.7		RHMC, C3.7D	C
D291	CP	CP	Fire stairwell - roof level	Poor finishing, mortar not applied flush and concrete wall is tarnished due to poor workmanship	Western wall around door frame	RHMC, C3.8		RHMC, C3.8D	C
D292	CP	CP	Fire stairs-roof	Displaced tiles due to incorrect use of adhesive and movement between building elements due to poor workmanship	Landing on stairwell adjacent to doorway to roof	RHMC, C3.9		RHMC, C3.9D	C
D293	CP	CP	Fire stairwell	Lack of sealant between floor tiles as a result of poor workmanship	Floor tiles and adjoining internal walls throughout stairwell landings on all levels	RHMC, C3.10		RHMC, C3.10D	C
D294	CP	CP	Common foyer - level 6	Exposed unconcealed cable due to poor workmanship	Within storage room	RHMC, C4.1		RHMC, C4.1D	C
D295	CP	CP	Common foyer - level 6	Incomplete paintwork. Result of poor workmanship	Door servicing communications	RHMC, C4.2		RHMC, C4.2D	C

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category C Items									
					cupboard				
D296	CP	CP	Fire stairs - level 1	Corroded fixings, redundant steel bar as a result of poor workmanship	Concrete slab adjacent to carpark doorway	RHMC, C4.3		RHMC, C4.3D	C
D297	CP	CP	Fire stairwell - level 8	Honeycombing to soffit of concrete slab and exposed steel reinforcement as a result of poor workmanship	Concrete slab adjacent to doorway	RHMC, C4.4		RHMC, C4.4D	C
D299	CP	CP	Carpark	Exposed cable due to incomplete work and poor workmanship	Basement 1	RHMC, C6.1		RHMC, C6.1D	C
D300	CP	CP	Carpark	Redundant and corroded fixings as a result of incomplete work and poor workmanship	Multiple locations - above CS631, adjacent to CS220, between CS220 and CS729, above storage cage 725, above CS802, above CS702, between CS215 and CS708 and the meter room of level 1	RHMC, C6.2		RHMC, C6.2D	C
D302	CP	CP	Carpark	Section of wall incomplete due to poor workmanship following previous remedial works	Communication room - level 2 car park	RHMC, C6.4		RHMC, C6.4D	C
D307	CP	CP	Western façade	Exposed unconcealed cable due to incomplete work and poor workmanship	First floor above loading dock driveways	RHMC, C7.4		RHMC, C7.4D	C
D308	CP	CP	Western façade	Unsatisfactory finish to external wall due to incomplete works and poor workmanship	Wall adjacent to ventilation grille at southern end (ground floor level)	RHMC, C7.5		RHMC, C7.5D	C

ID	Lot/CP	Unit/CP	CP Location	Description	Detailed Location	Report Reference	Action	Agreed SoW	Category
Category C Items									
D309	CP	CP	Western façade	Cracked render due to differential movement between building elements as a result of failing to incorporate adequate joint provisions. Poor workmanship	External wall on level 2 (above carpark of level) adjacent to construction joint and unit 219	RHMC, C7.6		RHMC, C7.6D	C
D310	CP	CP	Western façade	Excessive gap between balcony slab and external wall due to incomplete work and poor workmanship	Location of construction joint	RHMC, C7.7		RHMC, C7.7D	C
D311	CP	CP	Northern façade	Slab of concrete demolished due to incomplete work and failing to repair	Below carpark ventilation louvres on level 1	RHMC, C7.8		RHMC, C7.8D	C
D313	CP	CP	Central courtyard	Excessive gap between balcony slab and external wall due to incomplete work and poor workmanship	Eastern facing part of the courtyard - construction joint	RHMC, C7.10		RHMC, C7.10D	C
D314	CP	CP	Central courtyard	Cracked, drummy and delaminating render caused by differential movement between building elements due to incomplete work and poor workmanship	Masonry planterbox walls adjacent to control joint and north-eastern corner	RHMC, C8.1		RHMC, C8.1D	C



241

Form: 15CH  
Release: 2-1

**CONSOLIDATION  
CHANGE OF BY-LAWS**

**AM762457W**

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

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

(A) <b>TORRENS TITLE</b>	For the common property CP/SP90616				
(B) <b>LODGED BY</b>	<table border="1"><tr><td>Document Collection Box <b>1W</b></td><td>Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO BOX: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) Reference: BLA/730</td></tr></table>	Document Collection Box <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO BOX: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) Reference: BLA/730	<table border="1"><tr><td>CODE  <b>CH</b></td></tr></table>	CODE  <b>CH</b>
Document Collection Box <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO BOX: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) Reference: BLA/730				
CODE  <b>CH</b>					

- (C) The Owners-Strata Plan No. 90616 certify that a special resolution was passed on 24/5/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No.  
Added by-law No. Special By-law No.2 & 3  
Amended by-law No.4.3  
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 90616 which includes new Amended By-law No.4.3 on Page 5 of 19 and Added Special By-law No.2 & 3 on Page 16 of 19 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1. — —
- (G) The seal of The Owners-Strata Plan No. 90616 was affixed on 25 SEPTEMBER 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

*[Handwritten Signature]*  
**PHILLIP COURT**  
**STRATA MANAGING AGENT**

Signature:

Name:

Authority:



**ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH**

**STRATA SCHEME 90616**

**SP 90616 – CENTRAL SQUARE, CHATHAM & ANTHONY ROAD, WEST RYDE NSW 2114**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In these by-laws these terms (in any form) mean:

**Act** the Strata Schemes Management Act 1996;

**Air Conditioning System** means the air conditioning fan coil units and any air conditioning plant, pipes, wires, cables, ducts pumps, filters and fans associated with those air conditioning fan coil units;

**Associated Areas** has the meaning given to that term in the strata management statement;

**Balcony** means that part of a Lot noted as "B" on the strata plan;

**Building** the building on the parcel known as "Central Square", 8 Betts, West Ryde;

**Building Management Committee** the committee appointed under the strata management statement;

**By-Laws** these by-laws;

**Car Space** a part of a lot designated for use as a car space;

**Common Area Garbage Loading Out Bay** has the meaning given to that term in the strata management statement;

**Common Property** so much of the parcel as from time to time is not comprises in any lot;

**Council** City of Ryde Council or its successor;

**Courtyard** means that part of a lot noted as "CY" on the strata plan;

**eDiverter System** means the Elephants Foot eDiverter system connected to the garbage chutes in the building and any plant, pipes, wires, cables, ducts, plates, pumps associated with that eDiverter system;

**Excluded Dog:**

- (a) pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentine;
- (d) a fila brasileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth government;
- (h) any dog which weighs 20 kilograms or more; and
- (i) an unregistered or dangerous dog under the Companion Animals Act 1998;

**Executive Committee** means the executive committee of the owners corporation elected in accordance with the Act;

**Fire Safety Device** any structure or device contained within a lot or common property that:

- (a) monitors or signals the incidence of smoke, heat or fire within the Parcel;
- (b) provides lighting in the case of smoke, heat or fire within the parcel;
- (c) controls access throughout the parcel in the case of smoke, heat or fire in the parcel (including doors, stairs and lifts);
- (d) extinguishes or decreases the spread of fire, smoke or heat through the parcel; or
- (e) is required by law for fire safety or that otherwise improves fire safety;

**Government Agency** any governmental, semi-government, statutory, public or other authority having jurisdiction over the parcel;

**Law** includes:

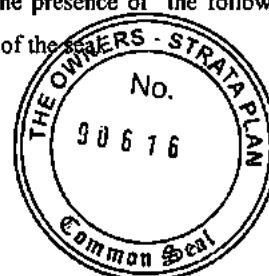
- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent authority;

The seal of The Owners-Strata Plan No 90616 was affixed on ...25 September 2017..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature(s): .....

Name(s) [use block letters]: ...PHILLIP COURT.....

Authority: ...STRATA MANAGING AGENT.....



**Lot** a lot in the strata plan;

**Motorbike Parking Space** means that part of the common property noted as "M" on the strata plan;

**Occupier** any person in lawful occupation of a lot or any part of a lot;

**Owner:**

(a) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in that lot; or

(b) a person whose name has been entered on the strata roll as an owner of a lot in accordance with s98 of the Act;

**Owners Corporation** the owners corporation for the strata scheme;

**Parcel** the land comprised in the strata scheme;

**Permitted Person** a person on the parcel with the express or implied consent of an owner or occupier;

**Residential Garbage Rooms** the garbage rooms located on the common property;

**Residential Lot** a lot in the strata scheme;

**Retail Lot** has the meaning given to that term in the strata management statement;

**Rules** the rules made under these by-laws;

**Screens** any fly screens or other external screen or door which is attached to the windows or doors;

**Security Key** a key, magnetic or other device used to:

(a) open and close gates or locks; or

(b) operate alarms, security systems or communications systems; or

(c) operate any equipment or system if applicable;

**Services** include:

(a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;

(b) the provision of sewerage and drainage;

(c) transmission by telephone, radio, television, satellite or other means;

(d) the provision of security systems; and

(e) any other facility, supply or transmission;

**Shared Facility** has the meaning given to that term in the strata management statement;

**Storage Area** means that part of a lot noted as "ST" on the strata plan;

**Strata Management Statement** the strata management statement registered with the strata plan;

**Strata Manager** is the strata managing agent appointed or to be appointed by the owners corporation and includes a reference to employees and contractors of the strata managing agent;

**Strata Plan** the strata plan registered with these by-laws;

**Strata Scheme** the strata scheme constituted on registration of the strata plan; and

**Visitor Car Parking Space** means that part of the common property noted as "V" on the strata plan.

## 1.2 Interpretation

(a) A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.

(b) In these by-laws unless the contrary intention appears a reference to:

(i) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

(ii) the singular includes the plural and vice versa;

(iii) any gender includes all other genders;

(iv) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and

(v) this instrument includes any variation or replacement of it.

(c) If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.

(d) Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.

(e) The word "includes" in any form is not a word of limitation.

(f) A reference to law includes all law amending, consolidating or replacing law.

## 1.3 Owners Corporation Consent

(a) A person must make any application for the consent of the owners corporation under these by-laws in writing.

(b) Subject to an express provision in these by-laws the owners corporation must act reasonably:

(i) give consent conditionally or unconditionally; or

(ii) withhold its consent.

(c) An owner or occupier must comply with any conditions imposed by the owners corporation in the granting of consent.

(d) Subject to an express provision in these by-laws or any provision of the Act, consents by the owners corporation under these by-laws may be given by:

(i) the owners corporation at a general meeting; or

(ii) the executive committee at an executive committee meeting.

(e) The owners corporation must give any consent required under these by-laws in writing.

- (f) The owners corporation may delegate any function or consent to the executive committee as is permitted under law to be delegated to the executive committee.

## **2. LAWS AND INSTRUMENTS**

### **2.1 These by-laws set out the rules of the strata scheme and bind:**

- (a) Owners;
- (b) Occupiers;
- (c) the Owners Corporation;
- (d) Permitted Persons; and
- (e) Mortgagees in possession of a lot.

### **2.2 Rules**

- (a) Subject to by-law 2.2(b), the owners corporation may from time to time make rules (or add to or change those rules) about the security, control, management, operation, use and enjoyment of lots and common property in the strata scheme.
- (b) The rules must be consistent with these by-laws.
- (c) The rules bind the owners corporation, owners, occupiers, permitted persons and a mortgagee in possession of a lot.
- (d) If a rule is inconsistent with these by-laws or the requirements of a government agency, the by-laws or the requirements of the government agency prevail to the extent of the inconsistency.
- (e) The owners corporation must at all time act in good faith and in a way that is consistent with the operation of the strata scheme.

### **2.3 Compliance with these By-Laws**

Each owner and occupier must, at their own expenses and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the owner or occupier must take all reasonable steps to ensure that the invitee leave the strata scheme.

### **2.4 Compliance with Laws**

Each owner and occupier must perform and observe all laws relating to their lot including without limitation any requirement, notices and orders of any government agency.

### **2.5 Covenants and Easements**

Each owner and occupier must perform and observe the provisions of any covenant, easement or right of way affecting their lot or the common property.

### **2.6 Levies**

Each owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

### **2.7 Non-Compliance**

The following provisions apply if an owner or occupier fails to comply with these by-laws:

- (a) the owners corporation may enforce a by-law by legal means;
- (b) the owners corporation may do any work on or in a lot which should have been done by an owner or occupier;
- (c) if the owners corporation must do work on or in a lot, an owner or occupier must:
  - (i) give the owners corporation or persons authorised by it access to the lot; and
  - (ii) pay the owners corporation for its costs of doing the work;
- (d) the owners corporation may recover any money owed to it by an owner under the by-laws or the Act as a debt; and
- (e) the powers of the owners corporation under this by-law are in addition to those available to it under the Act.

### **2.8 Applications**

Any application or other communication by an owner or occupier to the owners corporation must be made in writing and delivered to the strata manager.

## **3. STRATA MANAGEMENT STATEMENT**

### **3.1 Comply with Strata Management Statement**

- (a) These by-laws should be read in conjunction with the by-laws contained in the strata management statement.
- (b) Each owner, occupier and the owners corporation must perform and observe the provisions of the strata management statement.
- (c) When appointing a strata manager, the owners corporation may (but is not obliged to) appoint the same strata manager appointed by the building management committee.

- (d) If there is any matter or thing that is authorised by these by-laws but is restricted, either entirely or to an extent, by the strata management statement, then the strata management statement prevails over these by-laws to the extent of the inconsistency.
- (e) A breach of the strata management statement by an owner or occupier amounts to a breach of these by-laws by that owner or occupier.
- (f) A consent under these by-laws does not relieve any owner, occupier or the owners corporation from obtaining consents under the strata management statement.

### **3.2 Building Management Committee**

- (a) The owners corporation is a member of the building management committee.
- (b) The executive committee may:
  - (i) appoint a representative and substitute representative for the building management committee from one or more of the members of the executive committee; and
  - (ii) terminate the appointment of a representative or substitute representative at any time within the definitions of representative and substitute representative.

## **4. BEHAVIOUR OF OWNERS, OCCUPIERS AND PERMITTED PERSONS**

### **4.1 Noise and Vibration**

An owner or occupier must not create noise or vibration on a lot or the common property which might unreasonably interfere with another owner, occupier's right to peaceful enjoyment of a lot or the common property.

### **4.2 Behaviour**

An owner or occupier must not:

- (a) Obstruct lawful use of common property; or
- (b) Use language or behave in a manner likely to cause offence or embarrassment to an owner or occupier.

### **4.3 Smoking**

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, including but not limited to stairwells, lifts, foyers, the car park and any courtyards and balconies that are classified as common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### **4.4 Children**

An owner or occupier must ensure that a child under the care and control of that owner or occupier only remains in or on areas of common property and on any balconies which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

### **4.5 Permitted Persons**

An owner or occupier must use reasonable endeavours to ensure that a permitted person does not behave in a manner likely to reasonably interfere with an owner or occupier's or any other permitted person's right to peaceful enjoyment of a lot or the common property.

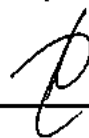
### **4.6 Increasing Insurance**

- (a) An owner or occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the owners corporation.
- (b) If the use of a lot results in an increase in the premium payable for any or all of the insurances effected by the owners corporation, the owner of the relevant lot must pay to the owners corporation, that increase in premium within 5 business days of notification in writing by the owners corporation.
- (c) Provided the owner of the relevant lot complies with By-Law 4.6(b), it will not be in breach of By-Law 4.6(a) with respect to any increase in premium arising out of the use of its lot.

## **5. COMMON PROPERTY**

### **5.1 Common Property and Shared Facilities**

Some items of common property are shared facilities. The owners corporation authorises the building management committee to perform its functions and exercise its rights under the strata management statement in respect of the shared facilities located on common property.





## **5.2 Obligations of Owners and Occupiers**

- (a) An owner or occupier may (unless specifically permitted by these by-laws) only do the following to common property if that owner or occupier first obtains the consent of the owners corporation:
  - (i) leave anything on common property;
  - (ii) obstruct the use of common property;
  - (iii) use any part of the common property for the owner's or occupier's own purposes;
  - (iv) erect any structure on common property;
  - (v) attach any item to common property;
  - (vi) do or permit anything to be done to common property which might cause damage; or
  - (vii) alter common property.
- (b) By-Law 16 applies to the carrying out of building works or alterations and may apply to paragraph (iv), (v) or (vii) of By-Law 5.2(a).
- (c) An owner or occupier must:
  - (i) give notice to the owners corporation of any damage to or defect in the common property immediately after an owner or occupier becomes aware of any damage or defect;
  - (ii) use a thing on the common property only for the purpose for which it was constructed or provided; and
  - (iii) only use or enjoy the common property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the common property by another owner or occupier or a permitted person.
- (d) Except with the prior consent of the owners corporation, an owner or occupier must not deposit or throw on the common property any rubbish, dirt, dust or other materials or discarded item.

## **5.3 Damage to Common Property**

If an owner, occupier or permitted person causes damage to the common property while that owner, occupier or permitted person uses the common property then that owner or occupier must:

- (a) promptly notify the owners corporation of the damage caused; and
- (b) compensate the owners corporation accordingly.

## **5.4 Safety**

The owners corporation must have a suitably qualified or licensed person carry out a safety inspection of the common property at intervals as required by law.

## **5.5 Fire**

The owners corporation must:

- (a) prominently display in the building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant law;
- (b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant law; and
- (c) provide a copy of the annual fire safety statement referred to in By-Law 5.5(a) to council.

## **5.6 Building Management Committee Access**

The owners corporation authorises the building management committee to exercise its right to enter a lot in accordance with the relevant provisions of the strata management statement.

## **6. EXTERNAL APPEARANCE**

### **6.1 General**

An owner or occupier must not keep anything within a lot which is visible from the common property or outside of the building that is not in keeping with the appearance of the building without the consent of the owners corporation.

### **6.2 Window Coverings**

- (a) To ensure the architectural integrity of the building, window coverings including internal louvers, curtains or blinds when viewed from the exterior of the building must be white or off-white in colour.
- (b) An owner or occupier is not permitted to affix window blinds to window frames. Any affixing of window blinds must be to the ceiling.

### **6.3 Hanging of Washing & Other Items**

An owner or occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the building including from the balcony or courtyard if they can be viewed from outside the lot of that owner or occupier.



#### **6.4 Amended By-Law 6.4 Screens (AK875916K)**

- (a) An owner or occupier must not install screens to a fire door to a lot.

An owner or occupier may install screens which face the exterior of the building so long as the screen is finished in a colour matching the colour of the window frames and is consistent with any requirements of these by-laws. Any enquiries in relation to the colour and finish must be directed to the owners corporation.

#### **6.5 Signage**

An owner or occupier must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a lot, on common property or such that can be seen from outside a lot without the approval of the executive committee and if required, any government agency.

### **7. FLOOR COVERINGS**

#### **7.1 Noise**

An owner or occupier must ensure that all floor space within an owner's lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another owner or occupier.

#### **7.2 Standard**

Without limiting the requirements of this by-law, if an owner or occupier has or wishes to use a floor finish within an owner's lot other than the floor finish existing as at the date of registration of the strata plan the impact insulation rating of an installed floor system shall have an impact isolation classification of not less than 50 as measured in accordance with AS1055-1997 and shall generally be compliant with the requirements of the Building Code of Australia or the requirements of the council, whichever may be the greater. Where this by-law is in conflict with other by-laws, the standard set in this by-law takes precedence.

#### **7.3 Consent**

Except where an owner or occupier is replacing a floor finish with carpet and underlay, an owner must obtain the consent of the owners corporation before changing or altering the floor finish within a lot. The owners corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such a request provided a report satisfying the requirements set out in By-Law 7.2 has been furnished to the owners corporation.

#### **7.4 Report**

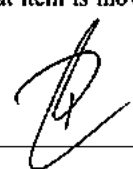
An application for consent by an owner under By-Law 7.3 must include a report from a qualified acoustic engineer that analysis the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 7.1 and will comply with By-Law 7.2

#### **7.5 Certificate**

- (a) Following the installation of a floor finish other than carpet and underlay, to demonstrate compliance with this by-law, an owner must provide the owners corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this by-law including those in the report required under By-Law 7.4. If such certificate is not provided to the owners corporation within three months of installation of the new floor finish, the owners corporation has the right to require the new floor finish to be replaced with carpet and underlay at the cost of the owner.
- (b) The owners corporation may at any stage conduct further testing of the floor finish (at the expense of the owners corporation) to ensure continued compliance with By-Law 7.2.
- (c) If the results of the further testing carried out by the owners corporation under By-Law 7.5(b) show that there is non-compliance with the standard set out in By-Law 7.4, the owners corporation may request that the owner carry out all works necessary for the floor finish to comply with the standard set out in By-Law 7.2 within 14 days of the owner's corporation's request.
- (d) If the owner does not carry out all works necessary for the floor finish to comply with the standard set out in By-Law 7.2 within 14 days of the owner's corporation's request, the owner's corporation has the right to require the new floor finish to be replaced with carpet and underlay at the cost of the owner.

#### **7.6 Furniture**

Where a floor finish other than carpet and underlay has been installed (whether by the original proprietor or otherwise) an owner or occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.



## **8. LIGHTS**

- (a) Owners and occupiers are responsible for the repair, maintenance and replacement of all lights and associated transformers within a lot.
- (b) The owners corporation is responsible for the repair, maintenance and replacement of the lights within the balconies and courtyards (whether or not the lights are within common property) including for all wall mounted lights on the balconies and courtyards.

## **9. STORAGE AREAS AND PARKING ON COMMON PROPERTY**

### **9.1 Storage Areas**

- (a) An owner or occupier must ensure that items stored in storage areas, if any:
  - (i) are raised above floor level;
  - (ii) are stored away from the boundaries of the storage areas as the boundary of some storage areas may be subject to subterranean moisture; and
  - (iii) provide a minimum 500mm clearance to any sprinkler pipe or sprinkler head which runs through or is positioned in any storage area.
- (b) An owner or occupier must:
  - (i) not obstruct or otherwise interfere with the mechanical ventilation of any storage area and any fire services located in any storage area;
  - (ii) not, except with the prior written approval of the owners corporation, use or store in a storage area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
  - (iii) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
  - (iv) ensure that a Storage Area is kept clean and free of rubbish and vermin;
  - (v) comply with all laws relating to the storage of items in the Storage Areas;
  - (vi) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
  - (vii) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the owners corporation or another owner or occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area.
- (c) Notwithstanding the provisions of these by-laws, if at the date of registration of the strata plan there exists any mesh walls and doors around the Storage Area, an owner or occupier is not required to obtain the consent of the owners corporation under By-Law 16 to make any alterations or modifications to the mesh walls and doors (including removing those mesh walls and doors).

### **9.2 Car Spaces**

- (a) Car Spaces may only be used by an owner or occupier of a lot in the building.
- (b) An owner or occupier of a lot must not enter into or permit a person occupying that lot to enter into an agreement to lease or licence or transfer ownership of a Car Space to a person other than an owner or occupier of a lot in the building.
- (c) If approved by the owners corporation and the building management committee, an owner or occupier may install to the rear wall (if applicable) or soffit of the owner or occupier's Car Space, a hook system for storage providing the hook system and the stored item or items do not:
  - (i) interfere with the fire, lighting, mechanical and emergency services of the car park;
  - (ii) interfere with the common property signage (for example, blocking signage);
  - (iii) create a fire hazard;
  - (iv) cause damage to the common property; or
  - (v) contravene law or a condition of consent issued by a government agency.

When the hook system is removed, the owner or occupier must repair the rear wall or soffit (as the case may be) to the satisfaction of the owners corporation and the building management committee.

### **9.3 Visitor Parking**

- (a) An owner or occupier and the owners corporation must not:
  - (i) park in a visitor car parking space or permit a visitor car parking space to be used by any person other than visitors to a strata scheme;
  - (ii) enter into any lease or licence, or permit the entry into any lease or licence, for a visitor car parking space with any person; and
  - (iii) impose timed parking fees, or permit the imposition of timed parking fees, on the use of a visitor car parking space.
- (b) Visitors to the strata scheme must not park in the visitor car parking space for a continuous period of time exceeding 24 hours.

#### **9.4 Parking on Common Property**

Subject to these by-laws, an owner or occupier must not park a motor vehicle on common property without the prior consent of the owners corporation.

### **10. KEEPING OF ANIMALS**

#### **10.1 Permitted Animals**

An owner or occupier may keep without the consent of the owners corporation:

- (a) fish in an enclosed aquarium;
- (b) 1 caged bird;
- (c) 1 dog (other than an Excluded Dog); or
- (d) 1 cat.

#### **10.2 Consent**

An owner or occupier must obtain the consent of the owners corporation before that owner or occupier keeps:

- (a) any other type of animal; or
- (b) more than 1 dog (other than an Excluded Dog), 1 caged bird, or 1 cat at the same time.

#### **10.3 Rules**

- (a) If an owner or occupier keeps an animal, other than an Excluded Dog, then the owner or occupier:
  - (i) must ensure that the animal is at all times kept under control and within the confines of that owner or occupier's lot;
  - (ii) must ensure that, when in or on any other part of the building, the animal is accompanied by the owner or occupier;
  - (iii) must, when on any other part of the building, keep the animal appropriately tethered and under control;
  - (iv) if liable to the owners and occupiers and each other person lawfully on the parcel for:
    - A. any noise which is disturbing to an extent which is unreasonable;
    - B. for damage to or loss of property or injury to any person caused by the animal; and
  - (v) is responsible for cleaning up after the animal has used any part of another lot or any other part of the parcel (including all animal waste).
- (b) This by-law:
  - (i) applies to any permitted person; and
  - (ii) does not permit the keeping of an Excluded Dog; but
  - (iii) does not prevent the keeping of a dog used as a guide or hearing dog.

#### **10.4 Notice**

- (a) Without affecting the owners corporation's rights under the Act, the owners corporation may issue a notice cautioning the owner or occupier in respect of a breach of any of the provisions of this by-law.
- (b) A further breach under this by-law after notice has been served on an owner or occupier under By-Law 10.4(a), will entitle the owners corporation to require the immediate removal of the animal from the building.

### **11. CLEANING**

#### **11.1 Cleaning and Maintenance of Lot**

- (a) Each owner and occupier must keep their lot:
  - (i) clean and tidy;
  - (ii) free from rubbish; and
  - (iii) in good repair and condition.
- (b) When cleaning any part of their lot, each owner and occupier must not allow any objects, dirt, water or any other material associated with the cleaning of the lot to pass over the edge of the balcony or courtyard or into another lot.

#### **11.2 Windows and Doors**

An owner or occupier must keep clean all exterior surface of glass in windows and doors (and if applicable glass balcony louvres and retractable glass walls) on the boundary of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier safely or at all.

#### **11.3 Balconies, Courtyards and Gardens**

- (a) An owner or occupier must keep all internal and external gardens, balconies and courtyards within a lot clean, tidy and well maintained.
- (b) If there are planter boxes on or within a balcony or courtyard, an owner or occupier must:
  - (i) properly maintain the soil in the planter boxes and any pots located in the planter boxes;

- (ii) only use the planter boxes and pots provided and not remove, replace, modify or damage any planter boxes;
- (iii) when watering the plants or soil make sure that water does not go on to common property or another lot; and
- (iv) only have plants no more than 500mm high on balconies and 1200mm high in courtyards.
- (c) Any damage to the planter box membrane is the responsibility of the owner or occupier.
- (d) Balconies must not be:
  - (i) used for the storage of goods or equipment (including sporting equipment); or
  - (ii) enclosed in any way.
- (e) Upholstered furniture must not be placed within a balcony or courtyard.

## **12. MOVING GOODS AND FURNITURE**

### **12.1 Notice**

An owner or occupier must not transport any furniture or large objects through or on common property unless sufficient notice has first been given to the owners corporation.

### **12.2 Owners Corporation may determine**

The owners corporation may determine that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner and make other rules regarding the transportation of furniture and large objects through or on common property, including requiring the provision of a bond prior to the transportation of such furniture or large objects through or on the common property.

### **12.3 Determination**

- (a) If the owners corporation has determined the manner in which furniture or large objects are to be transported, an owner or occupier must not transport any furniture or large objects through or on common property except in accordance with that determination.
- (b) Any determination made by the owners corporation under this by-law must not affect the special privileges conferred under these by-laws on particular owners or occupiers.
- (c) If an owner or occupier damages any part of the common property whilst transporting large objects or furniture, that owner or occupier must compensate the owners corporation in accordance with By-Law 5.3.

### **12.4 Use of the Loading Dock**

An owner or occupier must comply with the provisions of the strata management statement regarding the use of the loading dock.

## **13. GARBAGE DISPOSAL**

### **13.1 General**

- (a) An owner or occupier must comply with any rules regarding garbage disposal and recycling:
  - (i) contained in these by-laws, and otherwise made by the owners corporation from time to time; and
  - (ii) contained in the strata management statement, and otherwise made by the building management committee from time to time.
- (b) Each floor of the building above level 1 has garbage chutes fitted with an eDiverter System to divert and discharge garbage and recyclable materials into separate bins at the base of each chute.
- (c) Owners and occupiers may dispose of garbage and waste (other than recyclable materials and animal waste) in:
  - (i) the garbage chutes located on each floor of the building above level 1, subject to the owner or occupier using the eDiverter System to divert the garbage and waste into the bins allocated for garbage and waste located at the base of the chute; and
  - (ii) the bins allocated for garbage and waste located in the residential garbage rooms determined from time to time by the owners corporation.
- (d) Owners and occupiers may dispose of recyclable material in:
  - (i) the garbage chutes located on each floor of the building above level 1, subject to the owner or occupier using the eDiverter System to divert the recyclable material into the bins allocated for recyclable material located at the base of the chute; and
  - (ii) the bins allocated for recyclable material located in the residential garbage rooms determined from time to time by the owners corporation.
- (e) Animal waste must not be disposed of in the residential garbage rooms, the common area garbage loading out bay or placed in the garbage chutes.
- (f) Garbage, trade waste or recyclable material must not be placed outside the building at any time.

### **13.2 Owners Corporation Obligations**

- (a) The owners corporation is responsible for:

- (i) procuring the collection of garbage and recyclable materials from the residential garbage rooms and depositing them in an area of the common area garbage loading out bay determined from time to time by the building management committee; and
- (ii) subject to By-Law 13.4, procuring the cleaning and maintenance of the garbage chutes, the eDiverter Systems and all bins located in the residential garbage rooms.
- (b) Cleaning and maintenance of the eDiverter System must be in accordance with the manufacturer's guidelines for cleaning and maintenance of the eDiverter System.
- (c) The owners corporation must keep clean and tidy the area of the common area garbage loading out bay and associated areas and must immediately:
  - (i) clean up any spillage of garbage and recyclable materials in or about the area of the common area garbage loading out bay and the associated areas, which is caused or contributed to by the owners corporation (or any owner or occupier) including in connection with clause 13.2(a)(i); and
  - (ii) remove any bins from the loading dock and associated areas (excluding the area of the common area garbage loading out bay), which are not in the process of being collected by council from the common area garbage loading out bay through the loading dock.

### **13.3 Owner and Occupier Obligations**

An owner or occupier must ensure that:

- (a) garbage and waste (other than recyclable materials) are drained and securely wrapped before being placed in a garbage bins allocated for garbage and waste or garbage chute;
- (b) recyclable materials are cleaned and emptied, but not bagged, before being placed in a garbage bin allocated for recyclable materials or garbage chute;
- (c) they comply with any applicable waste and recycling guidelines and the operating instruction for the eDiverter System;
- (d) bottles are drained and cleaned and not broken before placing them in a garbage contained designated for that purpose and that bottles, glass or liquids are not deposited in a garbage chute; and
- (e) no large items are placed in a garbage chute that might cause a blockage.

### **13.4 Cleaning up spills**

- (a) An owner or occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on common property which is caused by that owner or occupier.
- (b) If an owner or occupier does not comply with By-Law 13.4(a), the owners corporation can do so and can charge the owner or occupier a reasonable fee for doing so.

### **13.5 Retail Lot**

The provisions of By-Laws 13.2, 13.3 and 13.4 may not be amended or deleted from the by-laws without the written consent of the owner of the retail lot from time to time, which must not be unreasonably withheld.

## **14. PROVISION OF AMENITIES OR SERVICES**

- (a) Subject to By-Law 14(b), the owners corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the lots, or to the owners or occupiers including:
  - (i) window cleaning;
  - (ii) garbage disposal and recycling services;
  - (iii) electricity, water or gas supply;
  - (iv) telecommunication services;
  - (v) landscaping and gardening;
  - (vi) general cleaning, maintenance and repairs; and
  - (vii) security services.
- (b) If the owners corporation makes a determination referred to in this by-law to provide an amenity or service to a lot or to an owner or occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

## **15. SECURITY KEYS**

### **15.1 Owners Corporation**

- (a) The owners corporation may restrict access to the building or parts of the building by means of security keys.
- (b) The owners corporation must make security keys available to:
  - (i) owners; and
  - (ii) persons authorised by the owners corporation.

### **15.2 Fee**

- (a) The owners corporation must make the following security keys available to each owner:
  - (i) in respect of one bedroom apartments (including one bedroom plus study apartments), 3 security keys;

- (ii) in respect of two bedroom apartments (including two bedroom plus study apartments), 4 security keys;  
and
- (iii) in respect of three bedroom apartments, 5 security keys.
- (b) The owners corporation may charge a reasonable fee or a bond for an additional or replacement security key required by an owner.

### 15.3 Occupiers

An owner must exercise a high degree of caution and responsibility in making a security key available for use by any occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the security key to the owner or the owners corporation.

### 15.4 Rules

A person to whom a security key is made available must:

- (a) not duplicate or copy the security key;
- (b) immediately notify the owners corporation if the security key is lost, stolen or misplaced;
- (c) use reasonable endeavours to ensure the security key remains within that person's control;
- (d) when requested by the owners corporation, immediately return the security key to the owners corporation; and
- (e) take all reasonable steps to safeguard the security key against loss, damage or theft.

### 15.5 Shared Facilities

The building management committee may provide security keys to access shared facilities in accordance with the provision of the strata management statement.

## 16. BUILDING WORKS AND ALTERATIONS

### 16.1 Consents

- (a) Subject to By-Law 16, an owner or occupier must obtain the consent of the owners corporation to carry out building works or alterations that will affect common property or another lot (including any temporary shut down of services required to carry out building works or alterations).
- (b) In addition to the consent of the owners corporation under By-Law 16.1(a), an owner or occupier must obtain the consent of the council or any other government agency if required.
- (c) Consent of the owners corporation is not required to carry out minor work to the interior of common property enclosing a lot.
- (d) Consent of the owners corporation is not required to the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.
- (e) Consent of the owners corporation to the carrying out of building works or alterations will constitute consent to the lodgement of a development application to the council or any other government agency (if required).

### 16.2 Notice to Owners Corporation

- (a) Except in the case of urgent repairs and maintenance an owner or occupier must give the owners corporation at least 14 days notice before carrying out any building work or alterations. This applies whether or not consent of the owners corporation is required.
- (b) The notice under By-Law 16.2(a) must describe the proposed alterations or works in sufficient detail for the owners corporation to ascertain:
  - (i) the estimated time period for the carrying out of the proposed alterations or building works;
  - (ii) the nature and extent of the proposed alterations or building works; and
  - (iii) whether any common property or another lot will be affected.

### 16.3 Carrying out of Building Works or Alterations

During the carrying out of any building works or alterations an owner must:

- (a) ensure no damage is caused to services or pipes within the building;
- (b) use protective cloths or sheets to protect the walls, ceilings and floors of any lift cars used in the carrying out of any building works or alterations;
- (c) ensure that the building works or alterations are carried out to the satisfaction of the owners corporation and if appropriate the council or other government agency;
- (d) repair any damage caused to the common property as a result of the building works or alterations;
- (e) carry out the building works or alterations in a manner that complies with all warranties and does not void or otherwise adversely affect any warranties in relation to the building or any part of the building;
- (f) ensure the building works and alterations are carried out by suitably qualified (and if appropriate, licensed) persons;
- (g) carry out the building works or alterations promptly;
- (h) ensure that the building works or alterations are carried out within working hours generally imposed by council; and

- (i) if carrying out any waterproofing as part of the building works or alterations, ensure those waterproofing works are carried out by a suitably licensed person who will provide a warranty for those waterproofing works for no less than 20 years.

#### **16.5 Audio or Audio Visual Equipment**

- (a) An owner or occupier must obtain the consent of the owners corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a lot.
- (b) The owners corporation must consent to the installation or attachment proposed if the owner or occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall or ceiling will not be compromised by the proposed installation.

### **17. OWNERS CORPORATION MAY CARRY OUT WORK**

#### **17.1 Owners Corporation Rights**

- (a) The owners corporation may do anything on or in a lot:
  - (i) which should have been done under these by-laws but has not been done or has not been done properly;
  - (ii) to comply with these by-laws, including remedying, removing or restoring anything on that lot which is prohibited under these by-laws; or
  - (iii) to gain access to common property for any reasonable purpose (including to clean and maintain any part of the building).
- (b) If By-Law 17.1(a) applies, the owners corporation (including any representative, contractor or agent) is entitled to:
  - (i) enter and remain on the lot for as long as is necessary; and
  - (ii) recover any costs associated with carrying out works under these by-laws from the owner.
- (c) The owners corporation must indemnify the owners from and against claims, demands and liabilities of any kind which may arise in respects of damage to any property or death of or injury to any person arising out of the exercise by the owners corporation conferred by this by-law.

#### **17.2 Notice**

- (a) An owner or occupier must consent to the owners corporation entering onto a lot to carry out work reasonably required to discharge or give effect to the owners corporation's obligations to repair and maintain the parcel so long as:
  - (i) reasonable notice is given to the owner and occupier whose lot the owners corporation must enter; and
  - (ii) the owners corporation uses reasonable endeavours to cause as little inconvenience as possible to the owner and occupier affected.
- (b) By-Law 17.2(a) is in addition to the powers of the owners corporation under the Act.

### **18. AIR CONDITIONING SYSTEMS**

#### **18.1 Owner's and Occupier's Components**

- (a) Owners and occupiers have the exclusive use and enjoyment of the air conditioning system exclusively servicing that owner or occupier's lot.
- (b) The owners are responsible for the proper repair, maintenance and replacement of the air conditioning system referred to in By-Law 18.1(a).
- (c) The owner granted exclusive use of an air conditioning system under this by-law is responsible for the costs incurred under By-Law 18.1(b).
- (d) The owner of any lot granted exclusive use under this by-law must:
  - (i) keep the owners corporation indemnified from and against claims and liability of any kind or expenses incurred by the owners corporation arising out of the rights conferred by this by-law; and
  - (ii) pay to the owners corporation, a sum equivalent to the additional insurance premiums, costs, fees and excesses, if any, that may be payable by the owners corporation with respect to its insurance policies as required under the Act, as a result of the granting of exclusive use under this by-law.
- (e) An owner may allow any occupier to exercise the rights of the owner under this by-law. The owner remains liable under these by-laws for all obligations under this by-law.

#### **18.2 Make Good and Indemnity**

- (a) Damage to the common property adjacent to the air conditioning system referred to in this by-law caused directly or indirectly by an owner or occupier must be made good by and at the cost of that owner in a proper and workmanlike manner and to the satisfaction of the owners corporation.
- (b) An owner must indemnify the owners corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the owner or occupier of a lot of the rights conferred by this by-law.





## **19. CHANGE IN USE**

- (a) An occupier must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot).
- (b) If the change of use results in an increase in the premium payable for any or all of the insurances effected by the owners corporation, the owner of the relevant lot must pay to the owners corporation that increase in premium within 7 days of notification in writing by the owners corporation.

## **20. INTEGRITY OF FIRE SAFETY SYSTEMS**

- (a) An owner or occupier must not:
  - (i) interfere with or damage any fire safety device; or
  - (ii) activate a fire safety device other than in the case of a hazard or danger to the parcel or any persons on the parcel.
- (b) An owner or occupier must:
  - (i) immediately notify the owners corporation of a defect, damage, failure or malfunction of any fire safety device except for smoke detectors within a lot;
  - (ii) immediately notify a fire protection agency or the fire brigade of occurrence of fire or other hazard within the parcel.
  - (iii) notify the owners corporation of a risk of fire or other hazard within the parcel;
  - (iv) give the owners corporation notice in writing before changing a lock on the door to a lot or adding additional locks or door hardware;
  - (v) subject to receiving a notice under By-Law 20(d) give the owners corporation (and any agent) access to that person's lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.
- (c) Notwithstanding the provisions of this by-law, an owner or occupier remains responsible to keep and maintain smoke detectors within that person's lot in good and serviceable order.
- (d) The owners corporation must give reasonable notice in writing to the occupier of a lot before exercising the right conferred by By-Law 20(b)(v). If access is not provided, any additional costs incurred by the owners corporation in inspecting, certifying or accessing the lot may be recovered by the owners corporation from the owner or occupier.
- (e) If an owner or occupier breaches a provision or provisions of this by-law, the owners corporation can exercise the powers granted under By-Law 20.

## **21. BALCONIES AND BALUSTRADES**

- (a) An owner or occupier must not place items on balconies:
  - (i) which may be capable of falling or being blown by wind off the balcony; or
  - (ii) in a manner which might create a safety hazard.
- (b) Lightweight injection moulded furniture is not permitted on balconies.
- (c) An owner or occupier must not place any items on balustrades.
- (d) Owners and occupiers are required to:
  - (i) remove all light furniture from the balcony that could be moved and used as a climbing aid by a child;
  - (ii) ensure that no other element is constructed or placed against the inside face of the balustrade glass that can be used by a child to gain a foothold; and
  - (iii) ensure that the balcony door is kept locked at all times that the balcony is not being used with the key placed in a position that cannot be access by a child.

## **22. SHOPPING TROLLEYS**

An owner or occupier or permitted person is prohibited from bringing any shopping trolley onto the common property except if the shopping trolley is owner by the owner or occupier.

## **23. STORAGE OF BICYCLES AND MOTORBIKES**

An owner or occupier must not:

- (a) permit any bicycle to be stored on the common property, other than in an area as may be designated by the owners corporation from time to time as a bicycle storage area;
- (b) permit any motorbike to be stored on the common property, other than in the motorbike parking spaces and any other area on common property as may be designated by the owners corporation from time to time as a motorbike storage area;
- (c) permit any bicycle to be kept in any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony, courtyard or other parts of the common property (other than an area designated under By-Law 23(a); and

- (d) permit any motorbike to be kept in any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony, courtyard or other parts of the common property (other than an area designated under By-Law 23(b)).

## **24. SERVICE BY EMAIL**

- (a) This by-law applies to the service of a notice or other document required or authorised by the Act or the by-laws to be served by the owners corporation, executive committee or the secretary of the executive committee including, the notice or minutes of a general meeting of the owners corporation ("**document**").
- (b) A document may be served on the owner of a lot by electronic means by sending the document to an email address given by the owner in writing to the owners corporation for the service of documents.
- (c) A document served by electronic means by sending the document to an email address is taken to be served on the business day after the document is sent unless the sender receives notice, before the business day after the document is sent, that the email has not reached or was not deliverable to the recipient including, automatically generated "undeliverable" and "bounced back" messages but not including "out of office" replies.
- (d) If a document is not served by electronic means (whether because the sender receives notice in accordance with By-Law 24(c) that the email has not reached or was not deliverable to the recipient or for another reason), the document must be served in any other manner authorised by the Act or the by-laws for the service of documents.

### **Special By-law 1 - Exclusive Use by-law for lot 5 (AK875916K)**

## **PART 1**

### **DEFINITIONS & INTERPRETATION**

#### **1.1 In this by-law:**

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Lot** means lot 5 in strata scheme 90616.
- (c) **Owner** means the owner of the Lot from time to time.
- (d) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 90616.
- (e) **Works** means the following already installed works:
  - (i) Removal and installation of tiles, two layers of waterproof membrane and associated works on the common property walls and floor of the bathroom of the Lot; and
  - (ii) Removal of bath in the bathroom.
- (f) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

#### **1.2 In this by-law a word which denotes:**

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- (d) references to legislation includes references to amending and replacing legislation.

## **PART 2**

### **GRANT OF RIGHT**

- 2.1 The Owner is authorised to keep the Works and is granted the exclusive use of the Exclusive Use Area.

## **PART 3**

### **CONDITIONS**

#### **PART 3.1**

##### **General Conditions**

- 3.1 The Owner must without reasonable delay provide the Owners Corporation with a copy of:

- (a) any certificate or certification required by an Authority to certify the Works;
- (b) all necessary approvals from any Authorities in respect of the Works.

## PART 3.2

### Enduring rights and obligations

#### 3.2 The Owner:

- (a) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (b) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (c) remains liable for any damage to lot or common property arising out of the Works;
- (d) must make good any damage to lot or common property arising out of the Works; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law

### Special By-Law 2 – Maximum Occupancy of Lots

(1) Subject to section 36 of the *Strata Schemes Management Regulation 2016* the owner or occupier of a lot, must ensure that:

- (a) No more than two adult persons occupy any bedroom, unless related by blood or kin; and
- (b) No bedroom contains more than two beds (other than children's beds, cots or bassinets).

(2) For the purpose of this by-law "Bedroom" means a room that was approved as a bedroom by the Council of the City of Ryde in the approved Development Application made for the site, on which the buildings that now form Strata Plan 90616 was constructed.

### Special By-Law 3 – Minor Renovations

(1) This by-law is made for the purposes of managing, regulating and controlling the carrying out of Minor Renovations which affect the common property and/or impact on an owner or occupier on a lot.

(2) For the purposes of this by-law, "Owner" means any owner or owners of a lot in strata plan no. 90616.

(3) Each Owner has the right to undertake the following "Minor Renovations", subject to the following conditions found in section 110 of the *Strata Schemes Management Act 2015* and as prescribed by the Regulations –

- (a) A sky light through the ceiling and roof above the lot (so long as this does not effect the structural integrity of the building);
- (b) Renovating and or replacing the kitchen and laundries, including:
  - I. reconfiguring the walls;
  - II. replacing floor tiles, pipes, cables, wires and conduits.
  - III. installing an external hot water service connecting to the kitchen, bathroom or laundry within the Lot (but not a heat pump).
- (c) Installing low voltage, LED or other lights or transformers as well as replacing existing light fittings;
- (d) Installing or replacing wood or other hard floors;
- (e) Installing or replacing wiring or cabling or power or access points;
- (f) Installing an aerial on or in the roof of the Building including all pipes, wires, and conduits to connect that aerial to the interior of the lot.
- (g) Installing additional telephone lines;
- (h) Installing a reverse cycle split system air conditioner;
- (i) Installing roof top solar panel array on the roof immediately above the relevant lot, including all pipes, wires and conduits to connect those solar panels to the interior of the lot;
- (j) Installing exhaust fans in ceilings, walls and windows, including penetrations through common property to connect the exhaust fan to the exterior of the building.
- (k) Installing ceiling insulation;
- (l) Installing whirly birds and other ventilators connected through the ceiling and roof above a lot.;
- (m) Any works related to power or gas upgrades or installations, including replacing, upgrading, altering or adding to the power cabling or gas lines; and
- (n) Installing doubled glazed windows and doors
- (o) Installing false ceilings (so long as it does not effect the structural integrity of the building).

(4) Pursuant to section 110(6)(b) of the *Strata Management Act 2015* the Owners Corporation delegates its authority to the Strata Committee to decide whether to approve the Minor Renovations outlined in this by-law.



- (5) Where any works covered under clause 3 of this by-law were undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.
- (6) To the extent of any inconsistency with previous by-laws, this by-law prevails.

#### **Conditions**

##### *Before undertaking the Minor Renovations*

- (7) The Owner must notify the Strata Committee at least 21 days before undertaking the works and obtain the prior written approval for the works from –
- (a) the Strata Committee of the Owners Corporation; and
  - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
  - (c) any other relevant statutory authority whose requirements apply to undertaking the works.
- (8) The Owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:
- (a) plans and drawings;
  - (b) specifications of work; and/or
  - (c) any other documents reasonably required by the Strata Committee.
- (9) The Owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers' compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the Strata Committee.
- (10) The Owner must ensure that the works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the works are undertaken.

##### *Carrying out the Minor Renovations*

- (11) In carrying out the works, the Owner must:
- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;
  - (b) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
  - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
  - (d) only undertake works at the times approved by the Strata Committee;
  - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
  - (f) remove all debris resulting from undertaking the works immediately from the building; and
  - (g) comply with the requirements of the Strata Committee to comply with any by-laws and any relevant statutory authority concerning the performance of undertaking the works.
- (12) The Owner must ensure that the works shall be done:
- (a) in a proper and workmanlike manner and by duly licensed contractors; and
  - (b) in accordance with the drawings and specifications approved by the local council and the Strata Committee.

##### *After completing the Minor Renovations*

- (13) If an Owner installs new flooring (wood or other hard floor as per clause (3.d) of this by-law), the Owner must provide to the Owners Corporation a report from an acoustic engineer of suitable expertise which certifies that the acoustic engineer has inspected the new flooring installations which form part of the Minor Renovations and those new flooring installations now achieve the anticipated performance standards that is expected of those types of flooring installations.

## Repair and Maintenance

- (14) The Owner must, at the Owner's cost:
- (a) properly maintain and keep the common property to which the works are erected or attached in a state of good and serviceable repair; and
  - (b) properly maintain and keep the works in a state of good and serviceable repair and must replace the works (or any part of them) as required from time to time.
- (15) If the Owner removes the works or any part of the works undertaken under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

## Liability and Indemnity

- (16) The Owner indemnifies the Owners Corporation against –
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the works;
  - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the works;
  - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the works; and
  - (d) liability under section 122 (6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the works.
- (17) Any loss and damage suffered by the Owners Corporation as a result of undertaking the works may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
- (18) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the works proposed under this by-law.

## Breach of By-law

- (19) The Owners Corporation reserves the right to take action against the Owner to replace the works or reinstate the common property affected by the works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
- (20) The Managing Agent is authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015*.

The seal of The Owners Strata Plan No 90616 was affixed on ...25 September 2015..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature(s): .....

Name(s) [use block letters]: ...PHILLIP COURT.....

Authority: ...STRATA MANAGING AGENT.....



## Approved Form 10

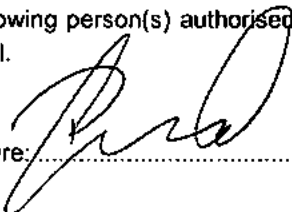
### Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

\*that the initial period has expired.

~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No ...90616..... was affixed on ^ .25 September 2017...in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: .....PHILLIP COURT..... Authority: STRATA MANAGING AGENT

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

\* Strike through if inapplicable.

