

SydneyStrataReport

property strata inspections

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STRATA REPORT

Client	Church Street Parramatta Property Pty Ltd
Address of property	Unit 3303/330 Church Street, Parramatta, NSW.
Lot	359
Strata Plan	SP 94469
Name of Strata Management Co.	NSW Strata
Telephone Number of Strata Agent	8980 1841
Report Date	15 February 2024

General Information

Owner's Name	Church Street Parramatta Property Pty Ltd
Unit Entitlement.	43
Total Unit Entitlement.	20,000

Levy Contributions

Administration Fund contribution.	\$1,261.18
Sinking Fund contribution.	\$167.52
Are There any Special Levies?	Yes, Unit 3303 instalment left is \$236.50, due: 15 March 2024.
Admin. Fund Balance Approx.	\$350,496.16
Sinking Fund Balance.	\$1,058,624.19

Insurances

Building Insurance	Yes
Sum Insured	\$159,635,752
Insurance Company	Chubb
Due Date	14 February 2025
Pet Friendly?	Owners corporation permission needed.

Meetings

First Annual General Meeting 23 August 2017	Resolved to have a Capital Works Plan prepared (attached below), Administration Fund set at \$1,540,000.00 p.a.
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	<p>Sinking Fund set at \$150,000.00 p.a. Building insurance continued, All other matters were meeting formalities normal fir a first AGM as per the scan below, no major works tabled. Meeting closed.</p>
<p>Strata Committee Meeting 7 February 2018</p> <p>Extraordinary General Meeting 9 July 2018</p> <p>Annual General Meeting 2 May 2019</p>	<p>All matters recorded were general maintenance as per the scan below, no major issues recorded.</p> <p>Special bylaw governing the use of the gym passed, conditions of this bylaw are as per the scan below, Bylaw 16: Pets amended. Conditions of ownership of pets are as per the scan below, Installation of security cameras passed with other bylaws also passed as per the scan below. Resolved to undertake a Building Defect Report at a cost of \$100,000.00 and raise a special levy of \$100,000.00 due: 1 October 2018 and, 1 January 2019. (See comments below), Meeting closed.</p> <p>Administration Fund set at \$1,540,000.00 p.a. Sinking Fund set at \$150,000.00 p.a. Building insurance continued, Resolved to consider the defect report (see comments below and to possibly undertake another report on specialised areas as per the scan of this meeting below, Bylaw No. 9: Shopping trolleys. If a resident leaves a shopping trolley in the complex then that resident must pay for its removal, Bylaw 23: Use of bottles in common areas, loud music, and use of soaps in common areas were bound by conditions as per the scan below, BMC Representative elected, Genesis Strata to be considered for termination with NSW Strata to take their place, Special bylaw for use of the gym passed, conditions are as per the scan below, Other general items and maintenance are as per the scan below, Strata Committee Meeting: Items considered are as per the scan below including the defect report. The levies for this year are scanned below in this meeting. Meeting closed.</p> <p>Resolved to review the defect report, Resolved also to engage Chambers Russell Lawyers to</p>
<p>Executive Committee Meeting 12 November 2019</p>	<p>Resolved to review the defect report, Resolved also to engage Chambers Russell Lawyers to</p>

	<p>commence a building defect claim (normal for the purpose of preservation of building warranty),</p> <p>Resolved to raise a special levy of \$250,000.00 for legal expenses the plan is unable to pay for from existing funds,</p> <p>Other matters are as per the scan below.</p> <p>Meeting closed.</p>
<p>Annual General Meeting 7 September 2020</p>	<p>Administration Fund set at \$1,560,000.00 p.a.</p> <p>Sinking Fund set at \$200,000.00 p.a.</p> <p>Building insurance continued,</p> <p>Motion 19: Resolved to examine the defect report and decide on what action is to be taken.</p> <p>All other matters were meeting formalities normal and general maintenance as per the attachment below.</p> <p>Strata Committee Meeting:</p> <p>Meeting formalities recorded only.</p> <p>Meeting closed.</p>
<p>Annual General Meeting 2 August 2021</p>	<p>Administration Fund set at \$1,800,000.00 p.a.</p> <p>Sinking Fund set at \$230,000.00 p.a.</p> <p>Building insurance continued,</p> <p>Motion 16: Special levy of \$330,000.00 struck to restore liquidity to the Administration Fund,</p> <p>Special levy of \$200,000.00 raised to the Capital Works fund for the purpose of restoring liquidity to the fund,</p> <p>All other matters were meeting formalities normal fir a first AGM as per the scan below,</p> <p>Strata Committee Meeting:</p> <p>Meeting formalities recorded only.</p> <p>Meeting closed.</p>
<p>Annual General Meeting 26 July 2022</p>	<p>Administration Fund set at \$2,100,000.00 p.a.</p> <p>Sinking Fund set at \$275,000.00 p.a.</p> <p>Building insurance continued,</p> <p>Special levy of \$400,000.00 raised for the purpose of building defect legal fees, due:</p> <p>15 September 2022,</p> <p>15 November 2022 and,</p> <p>15 January 2023.</p> <p>Defect reports to be done and then to be passed on to the builder for rectification.</p> <p>Motion 24: Unit 5402 received a cash settlement for temporary accommodation and storage costs,</p> <p>All other matters were meeting formalities and general maintenance normal for a building of this size.</p>

<p>Strata Committee Meeting 22 August 2022</p> <p>Strata Committee Meeting 12 December 2022</p>	<p>Strata Committee Meeting: General matters recorded as per the attachment below. Meeting closed.</p> <p>Preparation of a draft of a Deed of Settlement was recorded to be in process, repairs the builder will do in relation to Unit 5402 will be recorded in the deed (later agreed to and attached at the bottom of this report). Total cash settlement of \$128,465.00 was agreed upon.</p> <p>General matters and the next course of action in relation to defects are as recorded below.</p>
<p>Extraordinary General Meeting 7 March 2023</p> <p>Annual General Meeting 27 June 2023</p> <p>Strata Committee Meeting 15 August 2023</p>	<p>Resolved not to enter into a Deed of Settlement and Release with Meriton (The builder) as attached in the agenda of this meeting detailing conditions but to suspend Supreme Court proceedings and have experts examine the document.</p> <p>Administration Fund set at \$2,222,000.00 p.a. Sinking Fund set at \$302,500.00 p.a. Building insurance continued, Motion 17: Special levy of \$400,000.00 raised for expert legal and defect report examination fees, due: 15 September 2023, 15 November 2023, 15 January 2024 and, 15 March 2024. Unit 3303 levy appears to be \$236.50 All other matters were meeting formalities normal and general maintenance as per the attachment below. Strata Committee Meeting: Meeting formalities recorded only. Meeting closed.</p> <p>Resolved to engage Chambers Russell Lawyers to vary the Deed of Settlement signed 4 April 2023 should there be a need to do so and prepare a Deed of Variation. Resolved to engage Credwell Consulting to prepare a further report on building defects at a cost of \$33,000.00 and Solution Consulting to prepare a further electrical report (neither reports were finalised at the time of compilation of this report). Resolved to engage Liquid Hydraulics to prepare a hydraulic report on the building, Resolved to prepare joint expert reports, all these reports to be under legal privilege. Other general matters are as per the attachments below.</p>

General Meeting 6 September 2023	Resolved to appoint lawyers to work with Meriton in respect of a Deed of Variation in which the Deed of Settlement is to be varied.
Other comments.	<p>This report is to be taken in context and in conjunction with the scans below.</p> <p>The Building Defect Report is 1,550 pages in total. As of this point in time there is no costing on repair. For warranty purposes this will be presented to the builder along with a least one other report on specialised areas which does not appear to be completed as of this date. The builder will then have to respond and then cost of repair may be a factor of any defects are not remediated which is greatly possible.</p> <p>The cost of a building defect case is considerable and so more special levies apart from the \$250,000.00 one to be raised at a future Extraordinary General Meeting more special levies are quite possible.</p> <p>Some disharmony in relation to use of the gym, loud music and misuse of the common areas was sighted.</p>

Owners Corporation for Plan No. 94469

330 CHURCH STREET PARRAMATTA NSW NSW 2150

ABN/ACN 93903281155

DEBTOR STATEMENT - LOT: 359

OWNER: CHURCH STREET PARRAMATTA PROPERTY PTY LTD

For the period 1 Mar 2023 to 29 Feb 2024 - sorted by Due Date

Levy Account

Due Date	Issue Date	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Capital Fund	BALANCE
01-05-23	18-03-23			Levies - normal (interim)	01-05-23 to 31-07-23	-1,128.75		-1,128.75
01-05-23	18-03-23			Levies - normal (interim)	01-05-23 to 31-07-23		-147.81	-1,276.56
		04-05-23	TRANSFER	Payment 1276.56		1,128.75	147.81	0.00
		13-07-23	TRANSFER	Payment 1383.70		1,216.18	167.52	1,383.70
09-08-23	30-06-23			Levies - normal	01-08-23 to 31-10-23	-1,216.18		167.52
09-08-23	30-06-23			Levies - normal	01-08-23 to 31-10-23		-167.52	0.00
		29-08-23	TRANSFER	Payment 236.50			236.50	236.50
15-09-23	06-08-23			Special Levy - building defect fees - 15 September 2023			-236.50	0.00
		20-10-23	TRANSFER	Payment 1383.70		1,216.18	167.52	1,383.70
01-11-23	18-09-23			Levies - normal	01-11-23 to 31-01-24	-1,216.18		167.52
01-11-23	18-09-23			Levies - normal	01-11-23 to 31-01-24		-167.52	0.00
		27-11-23	TRANSFER	Payment 236.50			236.50	236.50
12-12-23	02-11-23			Special Levy - building defect fees - 15 November 2023			-236.50	0.00
		15-12-23	TRANSFER	Payment 236.50			236.50	236.50
15-01-24	06-12-23			Special Levy - building defect fees - 15 January 2024			-236.50	0.00
		25-01-24	TRANSFER	Payment 1383.70		1,216.18	167.52	1,383.70
01-02-24	19-12-23			Levies - normal	01-02-24 to 30-04-24	-1,216.18		167.52
01-02-24	19-12-23			Levies - normal	01-02-24 to 30-04-24		-167.52	0.00
Balance as at 15 Feb 2024						0.00	0.00	0.00
* Invoice is a debt to the Lot						TOTAL ADMIN	TOTAL CAPITAL	TOTAL BALANCE
^ Invoice is a debt to the Sundry Debtor								
						\$ 0.00	0.00	0.00

ANNUAL FINANCIAL STATEMENTS

For the period 1 March 2023 to 15 February 2024

Prepared For

ALTITUDE

Strata Plan 94469

330 CHURCH STREET
PARRAMATTA
NSW 2150

Manager

Sachin Sharma
New South Wales Strata Mgmt

Printed

15 February 2024

Balance Sheet

Administrative & Capital Works Fund

Owners Corporation for Plan No. 94469

As at 15th February 2024

330 CHURCH STREET PARRAMATTA NSW NSW 2150

ABN/ACN 93903281155

Liability limited by a scheme approved under Professional Standards Legislation

Assets		2024	2023
Cash		1,417,728.27	1,269,305.31
Prepaid Expenses		0.00	223,438.27
Accounts Receivable	Note 9	400.00	230.25
Levies in Arrears	Note 10	206,598.26	176,654.44
Security Deposit Account	Note 11	404.86	22,986.66
Total Assets		\$ 1,625,131.39	\$ 1,692,614.93

Liabilities

Levies in Advance	Note 13	60,482.73	0.00
Accounts Payable Liability	Note 14	117,003.35	184,886.53
Unallocated Monies Received	Note 12	18,040.94	11,473.38
GST Liability		20,484.02	21,959.23
GST balance to disburse		0.00	18,929.67
Total Liabilities		\$ 216,011.04	\$ 237,248.81
Net Assets		\$ 1,409,120.35	\$ 1,455,366.12

Equity

Administrative Fund	350,496.16	654,444.85
Capital Works Fund	1,058,624.19	800,921.27
Total Equity	\$ 1,409,120.35	\$ 1,455,366.12

Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. 94469

1 March 2023 to 15 February 2024

330 CHURCH STREET PARRAMATTA NSW 2150

ABN/ACN 93903281155

Income	Actuals	Actuals
	01/03/22 28/02/23	01/03/23 15/02/24
Levy Fees - Debt recovery costs	3,374.38	8,891.50
Levy Fees - normal	1,909,091.12	2,021,582.50
Mutual Revenue - penalty interest	4,543.05	5,753.71
Mutual Revenue - reimbursement	1,190.91	443.66
Mutual Revenue - security devices	11,750.00	10,700.00
Non-Mutual Revenue - bank interest	2,774.25	9,276.40
Non-Mutual Revenue - certificates	1,754.90	2,289.00
Non-Mutual Revenue - strata inspections	527.00	651.00
Sundry Revenue - discharge insurance claim	128,465.60	0.00
Sundry Revenue - income tax refund	0.00	390.00
Taxes, Fees & Charges - GST rounding	0.18	0.97
Total Administrative Fund Income	2,063,471.39	2,059,978.74

Expenditure

Accountant - audit fees	1,800.00	1,920.00
Administration - key refunds	0.00	100.00
Air Conditioning Maintenance	6,549.04	4,285.64
Automatic Door Maintenance	0.00	325.00
Automatic Gate Systems - sliding gate	0.00	2,750.00
Bank Fees & Charges - DEFT fees	0.00	30.25
Car Park (Basement) - lighting, power	2,001.36	160.00
Caretaking Services	636,803.68	678,134.20
Cleaning Service	500.00	16,600.00
Cleaning Service - bins, garbage chutes	11,962.45	9,551.00
Cleaning Service - carpets	0.00	700.00
Common Property - shared facilities contributions	75,546.57	169,680.41
Consultant	3,495.00	16,347.50
Door & Window Maintenance	93,942.29	46,789.00
Doors and Windows	1,550.00	2,857.28
Electrical Circuits - other	0.00	2,973.60
Electrical Repairs	2,620.00	7,995.00
Electrical Repairs - globes, tubes	2,937.50	1,750.00
Electricity	181,683.01	194,663.81
Fire Protection Services	6,364.30	21,638.30
Garden/Lawn Maintenance - planting	2,614.92	2,614.92
General Repairs	6,934.64	8,475.18
Healthcare Services - sanitary dispensers	0.00	206.84
Healthcare Services - sanitary disposals	95.49	198.91
Insurance Claim - paid	128,465.60	0.00
Insurance Premiums	179,632.20	400,248.04
Intercom & Security System	7,990.00	6,210.00
Legal Services	2,962.85	26,036.34
Lift Maintenance	81,690.28	96,636.06
Lock & Key Systems	1,020.92	1,478.36
Owners Corporation Manager - NSW Strata Hub - A...	0.00	130.00
Owners Corporation Manager - NSW Strata Hub - In...	0.00	195.00
Owners Corporation Manager - Taxation Management	0.00	1,076.36

Income and Expenditure Statement (continued)

Administrative Fund

Owners Corporation for Plan No. 94469

1 March 2023 to 15 February 2024

330 CHURCH STREET PARRAMATTA NSW 2150

ABN/ACN 93903281155

Expenditure	Actuals	Actuals
	01/03/22 28/02/23	01/03/23 15/02/24
Owners Corporation Manager - accounting fees	2,571.81	319.09
Owners Corporation Manager - additional services	15,838.97	20,975.26
Owners Corporation Manager - certificate fees	2,071.00	2,289.00
Owners Corporation Manager - debt recovery	134.31	4,701.80
Owners Corporation Manager - disbursements	26,313.30	25,133.74
Owners Corporation Manager - inspection fees	527.00	651.00
Owners Corporation Manager - management fees	60,471.95	57,866.66
Owners Corporation Manager - schedule B fees	3,281.29	410.94
Owners Corporation Manager - work order/quotes	73.50	24.82
Pest Control Services	2,160.00	2,669.09
Plumbing	4,980.75	17,477.00
Plumbing Maintenance	0.00	4,865.00
Pool Maintenance	11,633.07	18,393.05
Pumps & Motor Maintenance	880.00	1,700.00
Recreation Facilities - gym	3,072.73	4,330.45
Roadways, Driveways & Parking	450.00	5,770.00
Security Services	165,282.80	153,116.83
Special Levy Expenses	29,376.74	0.00
Stairs, Floors and Balconies	1,100.00	0.00
Sundry Expenditure	516.06	317.19
Taxes, Fees & Charges - GST rounding	(1.76)	(0.99)
Taxes, Fees & Charges - NSW Strata Hub Registrat...	1,128.00	1,128.00
Taxes, Fees & Charges - PAYG instalments	130.00	0.00
Telephone & Internet Services	3,162.50	4,555.00
Walls & Ceilings	850.00	2,450.00
Washroom Supplies - toilet tissue	255.00	265.00
Waste Management Services	85,026.63	86,558.04
Water	100,436.03	138,957.99
Water Penetration/Waterproofing	3,700.00	8,624.00
Total Administrative Fund Expenditure	1,964,583.78	2,286,304.96

Income and Expenditure Statement (continued)

Administrative Fund

Owners Corporation for Plan No. 94469

1 March 2023 to 15 February 2024

330 CHURCH STREET PARRAMATTA NSW 2150

ABN/ACN 93903281155

Summary

Opening Balance as at 1 March 2023	576,822.38
Total Revenue during period	2,059,978.74
Total Expenditure during period	(2,286,304.96)
Administrative Fund balance as at 15 February 2024	\$ 350,496.16

Income and Expenditure Statement

Capital Works Fund

Owners Corporation for Plan No. 94469

1 March 2023 to 15 February 2024

330 CHURCH STREET PARRAMATTA NSW 2150

ABN/ACN 93903281155

Income	Actuals	Actuals
	01/03/22 28/02/23	01/03/23 15/02/24
Levy Fees - normal	250,022.30	274,999.88
Levy Fees - special	600,000.08	300,000.00
Mutual Revenue - penalty interest	1,514.55	1,584.93
Mutual Revenue - reimbursement	0.00	150,000.00
Total Capital Works Fund Income	851,536.93	726,584.81
Expenditure		
Air Conditioning Maintenance	0.00	2,032.50
Car Park (Basement) - bollards, posts sentries	950.00	0.00
Car Park (Basement) - lighting, power	0.00	22,800.00
Cleaning Service - bins, garbage chutes	0.00	9,600.00
Consultant	131,155.00	134,526.65
Door & Window Maintenance	19,050.00	19,680.00
Doors and Windows	3,040.00	0.00
Electrical Repairs - globes, tubes	2,017.50	0.00
Fire Protection Services	7,137.55	40,125.79
General Repairs	31,611.80	0.00
Intercom & Security System	2,650.00	0.00
Legal Services	245,557.27	182,522.30
Plumbing	6,565.00	10,115.00
Plumbing Maintenance	0.00	4,445.00
Plumbing Maintenance - sump pumps	3,580.00	0.00
Pool Maintenance	1,460.00	4,727.27
Pools, Spas & Saunas	0.00	1,679.50
Recreation Facilities - gym	0.00	2,813.64
Roadways, Driveways & Parking	3,200.00	1,500.00
Walls & Ceilings	0.00	3,400.00
Water Penetration/Waterproofing	30,960.10	4,280.00
Total Capital Works Fund Expenditure	488,934.22	444,247.65

Income and Expenditure Statement (continued)

Capital Works Fund

Owners Corporation for Plan No. 94469

1 March 2023 to 15 February 2024

330 CHURCH STREET PARRAMATTA NSW 2150

ABN/ACN 93903281155

Summary

Opening Balance as at 1 March 2023	776,287.03
Total Revenue during period	726,584.81
Total Expenditure during period	(444,247.65)
Capital Works Fund balance as at 15 February 2024	\$ 1,058,624.19

Notes To Financial Statements

Owners Corporation for Plan No. 94469

330 CHURCH STREET PARRAMATTA NSW NSW 2150

ABN/ACN 93903281155

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners. (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption. (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 GST Rounding

Any items shown as "GST Rounding" in the Income and Expenditure Statement represents the rounded amount not included in any amounts paid to the ATO when calculating GST transactions. This amount is net of GST.

Note 8 GST balance to collect

Any items shown as "GST balance to collect" in the Balance Sheet represents the GST portion of any invoices that are due and accrue in the next financial year. EG. Interim contributions issued in this reporting period that are for a levy period in the next financial year. The invoice (net of GST) is not an asset as the accrual period has not started. However the GST portion is considered both an asset and a liability as at the invoice date. The asset is reported as "GST balance to collect".

Note 9 Accounts Receivable

Detail	Amount
ISABELO ACOSTA, MARIA VENCIA FLORO ACOSTA KEY MONEY FOR LOT 10	200.00
Meriton Property Services Pty Ltd 1 x Swipe Card	100.00
Meriton Property Services Pty Ltd Swipe Card Unit 2904	100.00
	\$ 400.00

Note 10 Levies in Arrears - also see note 2

Detail	Amount
Lot: 1 Unit: 501	250.80
Lot: 107 Unit: 1908	2171.78
Lot: 115 Unit: 2101	76.93
Lot: 117 Unit: 2104	1544.85
Lot: 119 Unit: 2106	2.05
Lot: 126 Unit: 2206	4091.48

These notes (other than notes added by the owners corporation manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants. The accuracy of data used to generate the accounts is the responsibility of the software user.

Notes To Financial Statements

Owners Corporation for Plan No. 94469

330 CHURCH STREET PARRAMATTA NSW NSW 2150

ABN/ACN 93903281155

Detail	Amount
Lot: 127 Unit: 2207	1641.12
Lot: 128 Unit: 2208	2117.79
Lot: 129 Unit: 2301	1621.08
Lot: 130 Unit: 2302	3927.46
Lot: 131 Unit: 2304	1.78
Lot: 141 Unit: 2407	1673.31
Lot: 144 Unit: 2502	7847.67
Lot: 147 Unit: 2506	1938.22
Lot: 148 Unit: 2507	1673.35
Lot: 154 Unit: 2606	1641.14
Lot: 156 Unit: 2608	5770.40
Lot: 165 Unit: 2901	1641.14
Lot: 17 Unit: 704	1.56
Lot: 170 Unit: 2907	275.09
Lot: 171 Unit: 3001	2204.24
Lot: 172 Unit: 3002	0.60
Lot: 184 Unit: 3202	2.50
Lot: 185 Unit: 3204	3056.66
Lot: 192 Unit: 3305	1673.31
Lot: 217 Unit: 3804	1959.31
Lot: 226 Unit: 4002	2657.40
Lot: 234 Unit: 104	1415.89
Lot: 243 Unit: 301	1460.72
Lot: 248 Unit: 306	2.34
Lot: 261 Unit: 1103	3044.79
Lot: 264 Unit: 1403	1296.77
Lot: 269 Unit: 1903	0.01
Lot: 272 Unit: 2203	1.83
Lot: 274 Unit: 2403	11.25
Lot: 276 Unit: 2603	1351.52
Lot: 279 Unit: 2804	1641.14
Lot: 28 Unit: 808	1556.44
Lot: 280 Unit: 2805	6178.45
Lot: 283 Unit: 4104	6218.99
Lot: 285 Unit: 4106	280.50
Lot: 289 Unit: 4205	1705.50
Lot: 290 Unit: 4206	1921.64
Lot: 300 Unit: 4406	1726.23
Lot: 302 Unit: 4502	3.07
Lot: 303 Unit: 4504	6116.56
Lot: 305 Unit: 4506	1673.31
Lot: 309 Unit: 4605	1411.82
Lot: 310 Unit: 4606	3888.06
Lot: 317 Unit: 4802	2675.22
Lot: 322 Unit: 4902	3505.30
Lot: 323 Unit: 4904	297.00
Lot: 324 Unit: 4905	4416.39
Lot: 328 Unit: 5004	6264.71
Lot: 331 Unit: 5101	1349.31
Lot: 336 Unit: 5201	6294.32
Lot: 337 Unit: 5202	3586.32
Lot: 340 Unit: 5206	4007.04
Lot: 343 Unit: 5304	1440.67
Lot: 345 Unit: 5306	2.20
Lot: 354 Unit: 2802	9752.48
Lot: 355 Unit: 2903	1815.25
Lot: 360 Unit: 3403	4601.56
Lot: 364 Unit: 3803	2675.22
Lot: 369 Unit: 4303	315.56
Lot: 374 Unit: 4803	3109.56
Lot: 375 Unit: 4903	38963.40
Lot: 45 Unit: 1104	1642.37

Notes To Financial Statements

Owners Corporation for Plan No. 94469

330 CHURCH STREET PARRAMATTA NSW NSW 2150

ABN/ACN 93903281155

Detail	Amount
Lot: 51 Unit: 1202	0.12
Lot: 60 Unit: 1305	4738.32
Lot: 62 Unit: 1307	1608.96
Lot: 63 Unit: 1308	1544.60
Lot: 83 Unit: 1607	2204.24
Lot: 89 Unit: 1706	1333.96
Lot: 9 Unit: 602	2505.54
Lot: 91 Unit: 1708	1578.79
	\$ 206,598.26

Note 11 Security Deposit Account

Detail	Amount
MERITON PROPERTY P/L (LOT 309) contractor_id 718576 PMS-Reference(GD.125694.Prior-[*Levy-A])	103.89
MERITON PROPERTY P/L (LOT 91) contractor_id 718620 PMS-Reference(GD.125777.Prior-[*Levy-A])	99.99
MERITON APARTMENT SERVICESL184 contractor_id 718637 PMS-Reference(GD.125794.Prior-[*Levy-A])	100.00
QI CHENG XU (LOT 245) contractor_id 718696 PMS-Reference(GD.126219.Prior-[*Levy-A])	99.99
MERITON PROPERTY SERVICES L177 contractor_id 718711 PMS-Reference(GD.126237.Prior-[*Levy-A])	0.99
	\$ 404.86

Note 12 Unallocated Monies Received - also see note 3

Detail	Amount
Lot: 112 Unit: 2006	275.00
Lot: 122 Unit: 2201	1345.99
Lot: 134 Unit: 2307	280.50
Lot: 16 Unit: 702	363.00
Lot: 162 Unit: 2706	1921.64
Lot: 182 Unit: 3107	1621.39
Lot: 187 Unit: 3206	286.00
Lot: 2 Unit: 502	363.00
Lot: 208 Unit: 3605	1673.31
Lot: 210 Unit: 3701	815.31
Lot: 22 Unit: 801	1037.78
Lot: 224 Unit: 3906	1921.64
Lot: 237 Unit: 201	1480.24
Lot: 284 Unit: 4105	291.50
Lot: 299 Unit: 4405	291.50
Lot: 301 Unit: 4501	291.50
Lot: 335 Unit: 5106	286.00
Lot: 349 Unit: 207	275.00
Lot: 370 Unit: 4403	947.99
Lot: 44 Unit: 1102	368.50
Lot: 52 Unit: 1204	0.68
Lot: 69 Unit: 1407	1628.47
Lot: 81 Unit: 1605	275.00
	\$ 18,040.94

Note 13 Levies in Advance - also see note 2

Detail	Amount
Lot: 10 Unit: 604	214.50
Lot: 100 Unit: 1808	269.50
Lot: 101 Unit: 1901	275.00
Lot: 102 Unit: 1902	368.50
Lot: 104 Unit: 1905	275.00
Lot: 105 Unit: 1906	275.00
Lot: 106 Unit: 1907	280.50
Lot: 108 Unit: 2001	275.00
Lot: 109 Unit: 2002	374.00
Lot: 110 Unit: 2004	225.50
Lot: 112 Unit: 2006	275.00
Lot: 114 Unit: 2008	269.50
Lot: 116 Unit: 2102	374.00

Notes To Financial Statements

Owners Corporation for Plan No. 94469

330 CHURCH STREET PARRAMATTA NSW NSW 2150

ABN/ACN 93903281155

Detail	Amount
Lot: 12 Unit: 606	264.00
Lot: 120 Unit: 2107	280.39
Lot: 122 Unit: 2201	275.00
Lot: 123 Unit: 2202	374.00
Lot: 125 Unit: 2205	275.00
Lot: 13 Unit: 607	269.50
Lot: 132 Unit: 2305	275.00
Lot: 133 Unit: 2306	275.00
Lot: 134 Unit: 2307	280.50
Lot: 136 Unit: 2401	280.50
Lot: 137 Unit: 2402	374.00
Lot: 14 Unit: 608	264.00
Lot: 140 Unit: 2406	280.50
Lot: 142 Unit: 2408	275.00
Lot: 143 Unit: 2501	280.50
Lot: 145 Unit: 2504	220.00
Lot: 146 Unit: 2505	280.50
Lot: 149 Unit: 2508	275.00
Lot: 15 Unit: 701	264.00
Lot: 150 Unit: 2601	280.50
Lot: 151 Unit: 2602	374.00
Lot: 152 Unit: 2604	220.00
Lot: 153 Unit: 2605	280.50
Lot: 158 Unit: 2701	280.50
Lot: 16 Unit: 702	363.00
Lot: 160 Unit: 2704	220.00
Lot: 161 Unit: 2705	280.50
Lot: 162 Unit: 2706	280.50
Lot: 163 Unit: 2707	286.00
Lot: 164 Unit: 2708	275.00
Lot: 166 Unit: 2902	379.50
Lot: 167 Unit: 2904	220.00
Lot: 168 Unit: 2905	280.50
Lot: 169 Unit: 2906	280.50
Lot: 178 Unit: 3102	379.50
Lot: 181 Unit: 3106	286.00
Lot: 182 Unit: 3107	275.00
Lot: 183 Unit: 3201	286.00
Lot: 186 Unit: 3205	286.00
Lot: 187 Unit: 3206	286.00
Lot: 188 Unit: 3207	275.00
Lot: 190 Unit: 3302	379.50
Lot: 191 Unit: 3304	236.50
Lot: 193 Unit: 3306	286.00
Lot: 194 Unit: 3307	275.00
Lot: 196 Unit: 3402	379.50
Lot: 198 Unit: 3405	286.00
Lot: 199 Unit: 3406	275.00
Lot: 2 Unit: 502	363.00
Lot: 20 Unit: 707	275.00
Lot: 200 Unit: 3501	286.00
Lot: 206 Unit: 3602	385.00
Lot: 207 Unit: 3604	286.00
Lot: 208 Unit: 3605	286.00
Lot: 209 Unit: 3606	275.00
Lot: 21 Unit: 708	264.00
Lot: 210 Unit: 3701	286.00
Lot: 211 Unit: 3702	385.00
Lot: 212 Unit: 3704	286.00
Lot: 213 Unit: 3705	286.00
Lot: 214 Unit: 3706	275.00
Lot: 215 Unit: 3801	286.00

Notes To Financial Statements

Owners Corporation for Plan No. 94469

330 CHURCH STREET PARRAMATTA NSW NSW 2150

ABN/ACN 93903281155

Detail	Amount
Lot: 216 Unit: 3802	385.00
Lot: 218 Unit: 3805	286.00
Lot: 219 Unit: 3806	280.50
Lot: 22 Unit: 801	269.50
Lot: 220 Unit: 3901	286.00
Lot: 221 Unit: 3902	385.00
Lot: 223 Unit: 3905	286.00
Lot: 224 Unit: 3906	280.50
Lot: 227 Unit: 4004	291.50
Lot: 228 Unit: 4005	291.50
Lot: 229 Unit: 4006	280.50
Lot: 231 Unit: 101	253.00
Lot: 235 Unit: 105	225.50
Lot: 236 Unit: 106	308.00
Lot: 237 Unit: 201	253.00
Lot: 239 Unit: 203	258.50
Lot: 24 Unit: 804	220.00
Lot: 241 Unit: 205	231.00
Lot: 244 Unit: 302	258.50
Lot: 245 Unit: 303	258.50
Lot: 246 Unit: 304	247.50
Lot: 247 Unit: 305	231.00
Lot: 249 Unit: 401	297.00
Lot: 250 Unit: 404	203.50
Lot: 251 Unit: 405	286.00
Lot: 253 Unit: 407	291.50
Lot: 254 Unit: 408	269.50
Lot: 255 Unit: 503	214.50
Lot: 259 Unit: 903	220.00
Lot: 26 Unit: 806	269.50
Lot: 260 Unit: 1003	220.00
Lot: 262 Unit: 1203	220.00
Lot: 265 Unit: 1503	225.50
Lot: 266 Unit: 1603	225.50
Lot: 267 Unit: 1703	225.50
Lot: 268 Unit: 1803	225.50
Lot: 27 Unit: 807	275.00
Lot: 270 Unit: 2003	225.50
Lot: 273 Unit: 2303	231.00
Lot: 275 Unit: 2503	231.00
Lot: 277 Unit: 2801	242.00
Lot: 278 Unit: 2803	231.00
Lot: 281 Unit: 4101	291.50
Lot: 284 Unit: 4105	291.50
Lot: 286 Unit: 4201	291.50
Lot: 287 Unit: 4202	385.00
Lot: 288 Unit: 4204	291.50
Lot: 29 Unit: 901	257.62
Lot: 292 Unit: 4302	385.00
Lot: 294 Unit: 4305	291.50
Lot: 299 Unit: 4405	291.50
Lot: 3 Unit: 504	203.50
Lot: 30 Unit: 902	363.00
Lot: 301 Unit: 4501	291.50
Lot: 304 Unit: 4505	291.50
Lot: 307 Unit: 4602	390.50
Lot: 31 Unit: 904	209.00
Lot: 311 Unit: 4701	291.50
Lot: 312 Unit: 4702	390.50
Lot: 313 Unit: 4704	291.50
Lot: 314 Unit: 4705	291.50
Lot: 315 Unit: 4706	286.00

Notes To Financial Statements

Owners Corporation for Plan No. 94469

330 CHURCH STREET PARRAMATTA NSW NSW 2150

ABN/ACN 93903281155

Detail	Amount
Lot: 318 Unit: 4804	297.00
Lot: 319 Unit: 4805	297.00
Lot: 32 Unit: 905	269.50
Lot: 325 Unit: 4906	286.00
Lot: 326 Unit: 5001	297.00
Lot: 327 Unit: 5002	390.50
Lot: 329 Unit: 5005	297.00
Lot: 330 Unit: 5006	286.00
Lot: 332 Unit: 5102	0.22
Lot: 333 Unit: 5104	297.00
Lot: 334 Unit: 5105	297.00
Lot: 335 Unit: 5106	286.00
Lot: 338 Unit: 5204	297.00
Lot: 339 Unit: 5205	297.00
Lot: 34 Unit: 907	275.00
Lot: 342 Unit: 5302	396.00
Lot: 344 Unit: 5305	297.00
Lot: 348 Unit: 107	275.00
Lot: 349 Unit: 207	275.00
Lot: 350 Unit: 307	275.00
Lot: 352 Unit: 403	220.00
Lot: 353 Unit: 2703	231.00
Lot: 356 Unit: 3003	220.00
Lot: 357 Unit: 3103	231.00
Lot: 361 Unit: 3503	385.00
Lot: 363 Unit: 3703	390.50
Lot: 366 Unit: 4003	440.00
Lot: 367 Unit: 4103	440.00
Lot: 370 Unit: 4403	445.50
Lot: 371 Unit: 4503	445.50
Lot: 372 Unit: 4603	451.00
Lot: 373 Unit: 4703	451.00
Lot: 376 Unit: 5003	456.50
Lot: 377 Unit: 5103	456.50
Lot: 4 Unit: 505	264.00
Lot: 40 Unit: 1006	269.50
Lot: 41 Unit: 1007	275.00
Lot: 43 Unit: 1101	269.50
Lot: 44 Unit: 1102	368.50
Lot: 47 Unit: 1106	269.50
Lot: 48 Unit: 1107	275.00
Lot: 5 Unit: 506	264.00
Lot: 50 Unit: 1201	269.50
Lot: 52 Unit: 1204	220.00
Lot: 53 Unit: 1205	269.50
Lot: 55 Unit: 1207	275.00
Lot: 56 Unit: 1208	264.00
Lot: 57 Unit: 1301	269.50
Lot: 58 Unit: 1302	368.50
Lot: 6 Unit: 507	269.50
Lot: 61 Unit: 1306	269.50
Lot: 64 Unit: 1401	269.50
Lot: 65 Unit: 1402	368.50
Lot: 66 Unit: 1404	220.00
Lot: 68 Unit: 1406	269.50
Lot: 69 Unit: 1407	275.00
Lot: 70 Unit: 1408	264.00
Lot: 72 Unit: 1502	368.50
Lot: 73 Unit: 1504	214.50
Lot: 74 Unit: 1505	275.00
Lot: 75 Unit: 1506	275.00
Lot: 77 Unit: 1508	264.00

Notes To Financial Statements

Owners Corporation for Plan No. 94469

330 CHURCH STREET PARRAMATTA NSW NSW 2150

ABN/ACN 93903281155

Detail	Amount
Lot: 78 Unit: 1601	275.00
Lot: 79 Unit: 1602	368.50
Lot: 8 Unit: 601	264.00
Lot: 81 Unit: 1605	275.00
Lot: 85 Unit: 1701	275.00
Lot: 90 Unit: 1707	280.50
Lot: 95 Unit: 1802	368.50
Lot: 97 Unit: 1805	275.00
Lot: 98 Unit: 1806	275.00
Lot: 99 Unit: 1807	280.50
	\$ 60,482.73

Note 14 Accounts Payable Liability

Detail	Amount
Abbas Abdolahi T/as Mr Fix One P4 entry door repair broken hinge 05/02/2024	165.00
Abbas Abdolahi T/as Mr Fix One Repair closer & broken bottomP1 entry door 05/02/2024	291.50
Abbas Abdolahi T/as Mr Fix One S&I new window handle hallway Lvl24 11/02/2024	143.00
Abbas Abdolahi T/as Mr Fix One S&R broken window handle U2307 11/02/2024	143.00
ARBORETA INDOOR PLANTS Supply, install maintain indoor plants Feb 2024	239.70
Australian Pool & Spa Co Pty Ltd Labour 30 min 05/02/2024	3579.95
Credwell Consulting Pty Ltd Consulting fees stage 7 30/01/24	6044.50
Guardian Service & Maintenance Pty Ltd 6 monthly inspection 01/01/2024 - 30/06/2024	3905.00
Guardian Service & Maintenance Pty Ltd Install new bottom door seal unit 3402 19/01/2024	554.40
Kemps Petersons Legal Pty Ltd ACC L12E6 NABIL EL-BORTOL - U375 24/01/2024 - 06/02/2024	60.50
Kemps Petersons Legal Pty Ltd ACC L12E6 NABIL EL-BORTOL U375 Govt/Court 22/01/2024	1036.50
Kone Elevators Pty Ltd (All States) Lift repairs 18/02/24	635.80
MDI Service Centres Pty Limited ACC 426638 Automatic Gate Systems 09/09/2023 - 08/09/2024	1155.00
Meriton Property Services Pty Limited CARETAKER FEES MONTH Feb 2024	63585.86
New South Wales Strata Mgmt Notice To Selected OAR re Electrical & Hydraulic Works	39.03
Noviion Engineering Pty Ltd Professional Services	6883.25
OM SECURITY PTY LTD t/a Partisan Protective Services ACC 11192783 Monthly Security Service 15/02/2024	13927.86
PLUMBSURE PLUMBING SERV P/L Clear floor waste gym bathrooms 13/02/24	225.50
PLUMBSURE PLUMBING SERV P/L Floor Drain unblocked 17/01/2024	189.75
PLUMBSURE PLUMBING SERV P/L Plumbing work U48,47,46 08/12/23	4125.00
Ropetek Services Pty Limited Supply labour and equipment to test and certify height safety system annually.25/0...	3289.00
TOYESI PTY LTD Commercial heat pump pool/spa maint 31/01/24	514.25
Waterstop Solutions (NSW) Pty Ltd Waterproofing work 13/02/24	6270.00
	\$ 117,003.35

Certificate of Currency

Insured:	The Owners SP 94469, 95207, 95798, 96002, 96222 & the BMC Altitude Parramatta
Policy Number:	04GSo11684
Policy Period:	From: 4PM on 14/02/2023 To: 4PM on 14/02/2024
Particulars Of Insurance:	Residential Strata Insurance
Location:	330 Church Street, Parramatta NSW 2150
Sum Insured:	
Building & Common property	\$159,635,752
Temporary Accommodation and Loss of Rent	\$23,708,280
Catastrophe Extension and Owners Improvements	\$23,708,280
First Loss Terrorism	Not Insured
General Liability	\$30,000,000
Crime Insurance	\$100,000
Machinery Breakdown	\$250,000
Management Committee Liability	\$5,000,000
Voluntary Workers (in the aggregate any one period)	\$500,000
Voluntary Workers (per volunteer)	\$200,000
Professional Expenses (in the aggregate any one period)	\$30,000
Appeal Expenses (in the aggregate any one period)	\$150,000
Chubb Proportion:	100%
Date:	13 February 2023

All the values on this Certificate of Currency are correct as at 13 February 2023 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

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

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



Sean Tween | **Chubb Insurance Australia Limited**
Strata Specialist NSW & ACT

Fire Safety Statement

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



Please note:

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

Section 1: Type of statement

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

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

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

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

330 Church Street Parramatta NSW 2150 "Whole Building – East & West Tower (Carparks and Public Domain)

Lot No. (if known)	DP/SP (if known)	Building name (if applicable)
	94469	Altitude Apartments

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

Residential, Serviced Apartments, Retail & Carparking

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

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

The Owners Strata Plan 94469

* Where the owner is not a person/s but an entity including a company or trust insert the full name of that entity.

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

PO Box 2102, North Parramatta NSW 1750

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
Access panels, doors and hoppers to fire resisting shafts	BCA 2012 C3.13, AS 1905.1-2015 & AS 1905.2-2005	11 th May 2023	F009956A

Fire Safety Statement

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



Automatic fail safe devices	BCA 2012 Spec C3.4 automatic smoke doors, 02.21 (b)(iv) auto unlock of doors & Alternative Solution Report FI 012-25 Rev 8 Section 6 & 13 prepared by AED Group dated 04 August 2017 "The doors from the nominated tenancies (UG05 and UG06) to the toilets shall be operable at all times from the tenancy side to the toilet or shall be provided with an automatic fail safe device that automatically unlocks the door, allowing access from the tenancies, on activation of any fire alarm within the building "The door provided in the airlock to the toilets serving tenancies UG05 and UG06 to the adjacent female toilet shall be provided with an automatic fail safe device that automatically unlocks the door, allowing access from either direction, an activation of any fire alarm within the building. The glazed shop front of UG02 and the main entry lobby shall be self-closing and, if powered, fail to a closed position on power failure (normally closed e.g spring closed powered open)	27 th June 2023	F009956A
Automatic fire detection and alarm system	BCA 2012 E2.2, Spec E2.2a Clause 3 (smoke alarm system), Clause 4 (smoke detection system), Clause 5 (smoke control systems), AS 1670. 1-2004, AS 378-1993 Amdt 1, AS/NZS 1668.1,998 & Alternative Solution Report F11013-25 Rev 8 Section 6 prepared by AED Group dated 04 August 2017	27 th June 2023	F009956A
Automatic Fire Suppression System	BCA 2012 E1.5, Spec E1.5 & As 2118.6-2012 & Alternative Solution Report F11013-25 Rev 8 Section 8 & 18 prepared by AED Group dated 04 August 2017 "The glazing to the retail shopfront UG01 will be provided with sprinklers located internally within 1500mm of the glazing. The sprinklers shall be supplied from a separate branch from the sprinkler main and the line from the sprinklers shall be provided with an isolation valve. The location of the isolation valve for the drencher sprinklers shall be noted on the sprinkler schematics and the valve shall be padlocked in the open position "The glass facing the booster shall have sprinklers located within 1500mm of the glass panes and the spray of the sprinkler shall provided I coverage of the glass with the spray pattern. The glazing shall be fixed glass and shall not be operable "Levels 1, 2 & 3 (West) sprinklers maximum 1500mm from separating glass between carpark and residential.	15 th May 2023	F009956A
Building occupant warning system	BCA 2012 Spec E2.2a (Clause 6) & of AS1670.1 2004 (Amdt 1) (Clause 3.22)	27 th June 2023	F009956A
Emergency Lifts	BCA 2012 E3.4 & Spec E3.1, AS1735.2-2001 or Appendix A of A 1735.1-2003	28/06/2023 & 07/07/2023	F053204A

Fire Safety Statement

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



Emergency lighting	<p>BCA 2012 Clause E4.2, E4.3, E4.4 & BCA 2012 Clause E1.8, Spec E1.8 Clause 12 (Emergency lighting for fire control room) As 2293. 1 – 2005Amdt 1 & 2 & Alternative Solution Report F10,3-25 Rev 8 Section 15 prepared by AED Group dated 04 August 2017</p> <p>“The door ways to the fire isolated stairs on the residential levels of both towers, shall be provided with emergency lighting to provide a minimum of 20 lux and 2 lux respectively measured on floor on the centreline of the path of travel through the doorways and over the ramp</p>	9 th July 2023	F009956A
Sound systems & intercom systems for emergency purposes	<p>BCA 2012 E4.9. AS 1670.4-2004 & Alternative Solution Report F10,3-25 Rev 8 Section 6 prepared by AED Group dated 04 August 2017 “The external spaces shall have weather proof horn speakers connected to the SSISEP and configured to sound an evacuation tone on activation of any smoke detector or sprinkler on that level or a level below (outdoor pool area) “ The internal spaces such as the swimming pool enclosure shall be provided with SSISEP speakers and configured to sound an evacuation tone on activation of any smoke detector or sprinkler on that level or a level below (indoor swimming pool East)</p>	27 th June 2023	F009956A
Exit Signs	<p>BCA 2012 E4.5, E4.6, E4.8 Spec E4.8 & AS 2293. 1-2005Amdt 1 & 2 & Alternative Solution Report F10,3-25 Rev 8 Section 5, 6 & 13 prepared by AED Group dated 04 August 2017</p> <p>All car park exit signage is to have a pictorial element of 150mm for a viewing distance of 16m in lieu of the 24m.</p> <p>The door providing a horizontal exit to the car park shall be provided with Exit signage on all three levels, Exit signage shall be provided to both sides of the doors between retail tenancies and the toilets (UG05 andUG06) : Directional exit signage, with the maximum size pictorial element of 200mm, shall be provided within the tenancies UG05 & UG06 showing the way to the rear toilet / alternative exit path, and within the toilet showing the path to the internal door</p>	9 th July 2023	F009956A
Fire Alarm Monitoring System	<p>BCA 2012 E2.2, Spec E2.2a (Clause 7) & AS1670. 1-2204 Amdt 1, AS 1670.3-2004</p>	3 rd June 2023	F009956A
Fire control centres and rooms	<p>BCA 2012 E1.8 & Spec E1.8 & Alternative Solution Report F10,3-25 Rev 8 Section 7 prepared by AED Group dated 04 August 2017</p>	11 th May 2023	F009956A
Fire dampers	<p>BCA 2012 C3.12, C3.15 & AS/NZS1668.1-1998 Amdt 1, AS1668.2-2012 Amdt, AS1682.1-1990. AS1682.2-1990</p>	20 th June 2023	F033311A

Fire Safety Statement

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



Fire doors	BCA 2012 C2.12 (separation of equipment), C2.13 (electricity supply systems), C3.4, Spec C3.4, C3.8 (opening in fire isolated exits), C3.11 (bounding construction), AS/NZS 1905.1-2005, AS1905.2-2005 & Alternative Solution Report F10,3-25 Rev 8 Section 6 & 18 prepared by AED Group dated 04 August 2017 " All Doors for sole occupancy units and any other ancillary room opening onto the public corridor shall be fitted with medium temperature smoke seals (level 1 East) "All doors in the wall between the car park and the residential portion shall be fitted with high temperature intumescent fire and smoke seals (Level 1 East) "The final exit door from the fire stair where the pumprooms are located shall be provided with signage to the state 'Access to Hydrant and sprinkler pumprooms' and shall also state Diesel pump located on Parking Level 4', 'Electric pump located on Parking Level 2' and 'Hydrant Relay pumps located on Parking Levels 2 and 3' "The door from the fire stairs to each of the pumprooms shall have signage installed to state hat pumps are located in the room "The door communicating with the fire stair from the gym shall be a selfclosing fire door with a Fire Resistance Level of -/60/30 and fitted with high temperature intumescent fire and smoke seals to the top, side and bottom of the door (West) "On levels 1,2 and 3 (West) apartments, garbage rooms, store rooms, between the carpark etc being self-closing doors fitted with medium temperature smoke seals to all sides including the top and bottom edge.	20 th July 2023	F009956A
Fire rated lift landing doors	BCA 2012 C3. To & As 1735/1-1986	7 th July 2023	F009956A
Fire Hose reel systems	BCA 2012 E1.4, as 2441-2005Amdt & Alternative Solution Report F10,3-25 Rev 8 prepared by AED Group dated 04 August 2017	16 th May 2023	F009956A
Fire hydrant systems	BCA 2012 E1.3, AS 2419.1,2005Amdt 1 & Alternative Solution Report F10,3-25 Rev 8 Section 8 prepared by AED Group dated 04 August 2017. "A red flashing strobe light shall be installed at the booster location and be activated when any of the buildings fire s stems are activated	15 th May 2023	F009956A
Fire seals protecting openings in fire resisting components of the building	BCA 2012 C3.12, C3.15, Spec C3.15, AS 4072.1-2005 Amdt 1 & A 1530.4.-2005	11 th May 2023	F009956A
Fire shutters	BCA 2012 C3.4 & Spec C1.4	11 th May 2023	F009956A
Lightweight construction	BCA 2012 C1.8 & Spec C1.8	11 th May 2023	F009956A

Fire Safety Statement



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

Mechanical air handling systems	BCA 2012 E2.2, Table E2.2, Spec E2.2a & AS/NZS 168.1:1998. Class 7a carpark building mechanical ventilation systems – BCA 2012 E2.2, Table E2.2a and clause 5.5 of AS/NZS 1668.1-1998 AS 1668.2-2012 Amdt 1 & Alternative Solution Report F10,3-25 Rev 8 Section 12 prepared by AED Group dated 04 August 2017	7 th April 2023	F033311A
Portable fire extinguishers	BCA 2012 E1.6 & As 2444-2001	16 th May 2023	F009956A
Pressurising system	BCA 2012 Clause E2.2 & AS/NZS1668.1-1998 Amdt 1	7 th April 2023	F033311A
Smoke detectors and heat detectors	BCA 2012 E2.2, Spec E2.2, AS 1670.1-2004 & Spec C3.4 automatic closing smoke doors	27 th June 2023	F009956A
Smoke doors	BCA 2012 C2.14, Clause 2 Spec C2.5 & Spec C3.4	9 th July 2023	F009956A
Wall wetting sprinkler and drencher systems	BCA 2012 C3.4 AS2118.2-2010 & Alternative Solution Report F10,3-25 Rev 8 Section 6 prepared by AED Group dated 04 August 2017 "The glazed shop front of UG02 and the main entry lobby shall be provided with internal drenchers equal to Tyco WS model heads	15 th May 2023	F009956A

Fire Safety Statement

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



Warning and operational signs	<p>EPA Regulation 2000 (Clause 183), 02.23 (signs on exit doors) E3.3 (lifts), C3.6 sliding doors & Alternative Solution Report F10,3-25 Rev 8 Section 6, 8, 9, 13 & 15 prepared by AED Group dated 04 August 2017 "A diagram of minimum A3 size shall be provided in the common corridor to the toilets. The diagram shall be located in a conspicuous location to occupants entering from either tenancy (or else two diagram should be provided). The diagram shall be permanent. The diagrams shall show the egress paths through the adjacent tenancies highlighting the internal stairs to ground and the exits from ground. The diagrams shall include wording stating "alternative egress routes available" or similar in lettering 20mm in height " Signage shall be displayed on both sides of the fire isolated exit doors for both towers that have non-compliant thresholds. They are to be contrasting colour to the door, and at least 30mm high. The signage shall state 'Caution – Watch Your Step' or similar 'Each of the subject ramps at the thresholds shall be provided with a conspicuous, (Highlighted) colour strips with a slip-resistance classification to highlight the ramp. The slip resistant strip shall be at least 50mm wide, the final exit doors of the fire stairs discharging on GF North, shall be provided with permanent signage on the back (inside of fire stair) of the door stating, in contrasting text at least 50mm high, 'Warning – check conditions outside prior to exiting fire stair'. The final exit door from the fire stair where the pumprooms are located shall be provided with signage to state 'Access to Hydrant and sprinkler pump rooms' and shall also state 'Diesel pump located on Parking Level 4', 'Electric pump located on Parking Level 2' and 'Hydrant Relay pumps located on Parking Levels 2 and 3'.</p> <p>The door from the fire stairs to each pumprooms shall have signage installed to state what pumps are located in the room</p>	11 th May 2023	F009956A
Management in use plan	<p>Alternative Solution Report F10,3-25 Rev 8 Section 8 prepared by AED Group dated 04 August 2017</p> <p>"The lift lobby W5 which could expose the fire fighters will be maintained as an area free of combustible material</p>	11 th May 2023	F009956A

Fire Safety Statement

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



Toughened glass	<p>Alternative Solution Report F10,3-25 Rev 8 Section 6, 8, 16 & 19 prepared by AED Group dated 04 August 2017</p> <p>"The glazing to the lift lobby, tenancy UG01 and UG02 shall be toughened glass that is at least 6mm thick</p> <p>"The glazed frontage of the swimming pool enclosure opposite the residential building and the openings in the external wall of the residential building exposed to the swimming pool shall be permanently fixed closed and shall be of toughened glass at least 6mm thick</p> <p>"The high level glazing of the shopfront of UG01 and GU02 shall be fixed closed.</p> <p>"Levels 1, 2 & 3 (West), the glass separating the carpark and the residential portion shall be 6mm thick toughened glass. The glass shall be installed so that it meets fire rated construction walls with no gaps or services between</p>	11 th May 2023	F009956A
Commercial kitchen exhaust	<p>Alternative Solution Report F10,3-25 Rev 8 Section 12 prepared by AED Group dated 04 August 2017</p> <p>"The kitchen exhausts shall be provided with filtration and odour management in accordance with the AOM Preliminary Report to Exhaust Collection, Treatment and Discharge. Project: 1317 NSW Meriton Church St, Date: 30/07/2014</p>	11 th May 2023	F009956A

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

Section 5: Inspection of fire exits and paths of travel to fire exits (Part 15)

Part of the building inspected	Date(s) inspected	APFS *
All	11 th May 2023	F009956A

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

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

Full name (Given Name/s and Family Name)	Address	Phone	APFS*	Signature
Scott Mcsparron	Unit 1/7-29 Bridge Rd Stanmore, NSW	0403 066 359	F009956A	
Ricard Bencic	1/13 York Rd, Ingleburn NSW 2565	02 9618 6611	F033311A	
Geoffrey Smith	Suite 205, Level 2, 460 Pacific Highway St Leonards	0418 463 226	F053204A	

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

Fire Safety Statement



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

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

Full name (Given Name/s and Family Name)

Frances Stomo

Organisation (if applicable)

NSW Strata

Title/Position (if applicable)

Compliance Administrator

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

PO Box 2102, North Parramatta NSW 1750

Phone

9890 1841

Email

Compliance.NSW@picagroup.com.au

The person making the declaration in section 8 or 9 must not be an APFS listed in section 6 or their employer/employee or direct associate.

Section 8: Annual fire safety statement declaration

I, [Click here](#) Frances Stomo of NSW Strata (insert full name) being the: ☐ owner ☒ owner's agent
declare that:

- a) each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing:
 - i. for an essential fire safety measure specified in the fire safety schedule, to a standard no less than that specified in the schedule, or
 - ii. for an essential fire safety measure applicable to the building but not specified in the fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and
- b) the building has been inspected by an accredited practitioner (fire safety) and was found, when it was inspected, to be in a condition that did not disclose grounds for a prosecution under Part 15 of the Regulation.

Owner/Agent Signature

Date issued

20/07/2023

Duly Authorised Officer on behalf of Owners Corporation SP 94469

Section 9: Supplementary fire safety statement declaration

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

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

Owner/Agent Signature

Date issued

Note:

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

Fire Safety Statement

Information to help building owners complete the Fire Safety Statement form



Please note:

The following information has been provided to help building owners complete the fire safety statement template and does not comprise part of the form. The following pages do not have to be displayed in the building and need not be submitted to the local council and the Commissioner of Fire and Rescue NSW.

General

- Please print in CAPITAL LETTERS and complete all relevant sections in full.
- A reference to 'the Regulation' is a reference to the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.
- An 'APFS' is an accredited practitioner (fire safety) as defined in the Dictionary in the Regulation.
- The completed fire safety statement form must be submitted to both the local council and Fire and Rescue NSW.
- Please contact your local council for further information about how to submit the completed statement.
- Completed statements need to be emailed to Fire and Rescue NSW at afss@fire.nsw.gov.au. For further information about this process, please visit the 'Lodge a fire safety statement' page at www.fire.nsw.gov.au.
- As soon as practicable after issuing the fire safety statement, the building owner must ensure a copy (together with a copy of the current fire safety schedule) is displayed in a prominent location within the building.
- Further information about building fire safety is available on the 'Fire safety in buildings' page of the Department's website at www.planning.nsw.gov.au.

Section 1: Type of statement

- Mark the applicable box to identify if the statement being issued is an annual fire safety statement or a supplementary fire safety statement.
- An annual fire safety statement is issued under Part 12 of the Regulation and relates to each essential fire safety measure that applies to the building.
- A supplementary fire safety statement is issued under Part 12 of the Regulation and relates to each critical fire safety measure that applies to the building.

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

- Mark the applicable box to identify whether the statement relates to the whole building or part of the building.
- In addition to the address and other property identifiers, a brief description of the building or part is to be provided. This could include the use(s) of the building (e.g. retail, offices, residential, assembly, carparking), number of storeys (above and/or below ground), construction type or other relevant information.
- If the description relates to part of a building, the location of the part should be included in the description.

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

- Provide the name and address of each owner of the building or part of the building.
- The owner of the building or part of the building could include individuals, a company, or an owner's corporation.

Section 4: Fire safety measures

- The purpose of this section is to identify all of the fire safety measures that apply to a building or part of a building.
- The statutory fire safety measures are listed in section 79 of the Regulation.
- Fire safety measures include both essential fire safety measures and critical fire safety measures. They include items such as portable fire extinguishers, fire hydrants, fire sprinklers, fire detection and alarm systems and lightweight construction.
- Essential fire safety measures are those fire safety measures which are assessed on an annual basis, while critical fire safety measures are those which are required to be assessed at more regular intervals (as detailed on the fire safety schedule). These terms are defined in the Dictionary in the Regulation.
- For annual fire safety statements, the table in section 4 must list each of the essential fire safety measures that apply to the building or part of the building and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within the 3 months prior to the date the annual fire safety statement is issued.

- For supplementary fire safety statements, the table in section 4 must list each of the relevant critical fire safety measures that apply to the building or part and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within 1 month prior to the date the supplementary fire safety statement is issued.
- The accreditation number of the APFS who assessed a fire safety measure listed in section 4 must be nominated against the relevant measure(s) in the column titled 'APFS'. If the APFS is not required to hold accreditation, the name of the APFS must be listed. Further information relating to the accreditation of practitioners is provided at section 6.

Section 5: Inspection of fire exits and paths of travel to fire exits (Part 15)

- This section applies only to an annual fire safety statement.
- The purpose of this section is to identify that an APFS has inspected the fire safety notices, fire exits, fire exit doors and the paths of travel to fire exits in the building or part of the building and found there has been no breach of Part 15 of the Regulation.
- The table in section 5 must detail the parts of the building that were inspected. The date(s) of the inspection(s) must be within the 3 months prior to the date the annual fire safety statement is issued.
- The accreditation number of the APFS who inspected the whole or part of the building listed in section 5 must be nominated against the relevant part in the column titled 'APFS'. Further information relating to the accreditation of practitioners is provided at section 6.

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

- An APFS is a person engaged by the building owner(s) to undertake the assessment of fire safety measures in section 4 and the inspection of the buildings exit systems in section 5 (for an annual fire safety statement).
- The purpose of this section is to record the name, address and contact details of each APFS who assessed a fire safety measure listed in section 4 or inspected the building or part of the building as specified in section 5.
- Each APFS listed in the table must also sign the fire safety statement. Alternatively, an APFS could provide the building owner or agent with a separate signed document to indicate their assessment of the fire safety measure/s and the relevant standard of performance. In addition, where the relevant practitioner that inspected the matters in section 5 did not sign the fire safety statement, they would need to address section 5 in a separately signed document.
- A building owner must select an APFS from a register of practitioners accredited under an approved industry accreditation scheme. The accreditation number of each relevant APFS must be listed on the form.
- If the building owner has determined the competence of a person to act as a APFS because the Commissioner for Fair Trading is satisfied there are no practitioners accredited under an industry approved accreditation scheme to assess a specific fire safety measure and has authorised the owner to do so, there is no requirement to include an accreditation number on the form.
- Further information about the approved industry accreditation schemes can be found on the 'Fire safety practitioners' page of the NSW Fair Trading website at www.fairtrading.nsw.gov.au.

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

- The purpose of this section of the form is to detail the name, address and contact details of the person who is making the required declaration i.e., the person who completes and signs section 8 or section 9 of the form. This could be the owner(s) of the building or a nominated agent of the owner(s).
- Where a person makes the required declaration on behalf of an organisation (as the owner of the building), the name of the organisation and the title/position of the person must be provided. The person making the required declaration as a representative of the organisation must have the appropriate authority to do so.
- Where a person makes the required declaration on behalf of the owner(s) (as the owner's agent), this person must have the appropriate authority from the building owner(s) to undertake this function.
- In the case of a building with multiple owners, one owner may make the required declaration, however each of the other owners must authorise that owner to act as their agent.
- The person making the required declaration must not be an APFS who is listed in section 6 or their employer/employee or direct associate. This recognises the different roles and responsibilities for building owner(s) and the APFS in the fire safety statement process. This is important because the Regulation makes building owners responsible for declaring that fire safety measures have been assessed and the building inspected (for the purposes of section 5) by an APFS. This ensures that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.

- In addition, only the building owner(s) can determine that a person is competent to perform the fire safety assessment functions where there is no person who holds accreditation.

Section 8: Annual fire safety statement declaration

- The person completing this section is the person who is making the required declaration for the annual fire safety statement in accordance with section 88 of the Regulation and is the same person as detailed in section 7. The person making this required declaration must identify if they are the owner or the owner's agent.
- **In making the required declaration, the building owner or agent is not declaring that each fire safety measure meets the minimum standard of performance, but rather that each fire safety measure has been assessed, and was found by an APFS to be capable of performing to that standard, as listed in section 4. In performing this function, the building owner or owner's agent could obtain documentation from each APFS to verify that the standard of performance has been met, prior to completing the form.**
- The person who makes the required declaration by completing section 8 or section 9 of the form must not be an APFS who was involved in the assessment of any of the fire safety measures, or inspection of the building for the purposes of the statement, or their employer/employee or direct associate. This is to ensure that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.

Section 9: Supplementary fire safety declaration

- The person completing this section is the person who is making the required declaration for the supplementary fire safety statement in accordance with section 90 of the Regulation and is the same person as detailed in section 7. The person making this required declaration must identify if they are the owner or the owner's agent.
- The information provided above in relation to section 8 on what the owner is declaring also applies to a supplementary fire safety statement.

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**THE MINUTES OF THE ANNUAL GENERAL MEETING
STRATA PLAN 94469
"ALTITUDE"
330 CHURCH STREET PARRAMATTA NSW 2150**

DATE, PLACE & TIME OF MEETING:	The Annual General Meeting of The Owners - Strata Plan No. 94469 was held on Monday, 19 August 2019 at Park Royal Hotel, 30 Phillip Street, Parramatta NSW 2150. The meeting commenced at 6:30 P.M.
PRESENT:	A Patel (1) M Sotheran (2) S Gonzalez (19) Y Tian (63) R Moerman (116) B & H Senkowycz (159) J Vencore & S Vesey-Wells (173) F Cabrera (189) S Zou (192) F Khalil (196) L Stevens (298) M Lopez (306) H Stevenson (317) M Rodrigues & M Canas (320) L Comte & S Bird (342) P Kingsman (360)
PRESENT BY PROXY:	A Sheffield (37) proxy to F Khalil (196) J Hong (40) proxy to X Liu J & N Khan (62) proxy to A Khan K Kaptan (90) proxy to Chairperson A Zammit of Larikin Pty Ltd (373) proxy to Chairperson
IN ATTENDANCE:	A Khan X Liu & C Tam J Posis of Meriton Building Management M Longhurst of New South Wales Strata Management M Costen of New South Wales Strata Management
CHAIRPERSON:	M Longhurst of New South Wales Strata Management
SECRETARY:	M Longhurst of New South Wales Strata Management
INELIGIBLE PROXIES:	Nil
UNUSED PROXIES (DUE TO QUOTA RESTRICTIONS):	Nil
APOLOGIES:	Nil

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Chairperson's declaration regarding the absence of a quorum: At 6:30pm the Chairperson noted that a quorum was not present for the meeting to continue. The lack of quorum continued for the next half-hour at which point, the chairperson declared, pursuant to Clause 17 (4) (b) of Schedule 1 to the Act, that those present either personally or by duly appointed proxy and who are entitled to vote on the motion would now constitute a quorum for the purposes of considering the outstanding motions or business of the meeting. The majority of those present at the meeting supported this declaration by the Chairperson.

1. MINUTES:

- 1.1 That the minutes of the last general meeting of the Owners Corporation, held on **Monday, 9 July 2018**, be confirmed as a true record of the proceedings of that meeting.

CARRIED

2. ANNUAL FIRE SAFETY STATEMENT:

- 2.1 That the Owners Corporation consider the annual fire safety statement and determine any action required.

CARRIED

- 2.2 That the Owners Corporation authorise the managing agent, building manager or strata committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement. If required, this authority includes the managing agent affixing the common seal of the Owners Corporation in accordance with Section 273 of the Act.

CARRIED

3. INSURANCES:

- 3.1 That the Owners Corporation confirm that the following insurance policies are effected:

CARRIED

INSURANCE CO.	TYPE OF POLICY	POLICY NO.	COVER	DUE DATE
CHUBB INSURANCE COMPANY	Appeal Expenses	04GS011684	\$150,000.00	14/02/2020
CHUBB INSURANCE COMPANY	Building	04GS011684	\$126,268,180.00	14/02/2020
CHUBB INSURANCE COMPANY	Catastrophe Insurance	04GS011684	\$18,752,700.00	14/02/2020
CHUBB INSURANCE COMPANY	Fidelity Guarantee	04GS011684	\$100,000.00	14/02/2020
CHUBB INSURANCE COMPANY	Government Audit Costs	04GS011684	\$30,000.00	14/02/2020
CHUBB INSURANCE COMPANY	Loss of Rent/Temp Accom	04GS011684	\$18,752,700.00	14/02/2020
CHUBB INSURANCE COMPANY	Machinery Breakdown	04GS011684	\$250,000.00	14/02/2020
CHUBB INSURANCE COMPANY	Office Bearers Liability	04GS011684	\$5,000,000.00	14/02/2020
CHUBB INSURANCE COMPANY	Voluntary Workers	04GS011684	200000	14/02/2020
CHUBB INSURANCE COMPANY	Public Liability	04GS011684	\$30,000,000.00	14/02/2020

Date on which the premiums were last paid: **28 February 2019**

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- 3.2 That the insurances of the Owners Corporation be varied at the insurer's suggested values.

AMENDED AND CARRIED

- 3.3 That the insurances of the Owners Corporation be extended to include additional optional insurances.

LOST

- 3.4 That the Owners Corporation confirm that it does NOT employ workers with annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.

CARRIED

4. COMMISSIONS AND TRAINING SERVICES:

- 4.1 That the Owners Corporation note a report by the managing agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the managing agent in the coming year.

CARRIED

5. VALUATION:

- 5.1 That the property of the Strata Scheme be re-valued for insurance purposes.

LOST

6. APPOINTMENT OF MANAGING AGENT:

- 6.1
- a) That in accordance with Section 49 (2) of the *Strata Schemes Management Act 2015* (the *Act*) that:
 - b) New South Wales Strata Management be appointed as strata managing agent of Strata Scheme No. 94469;
 - c) the Owners Corporation delegate to the Agent all of the functions of:
 - (i) the Owners Corporation (other than those listed in section 52 (2) of the *Act*); and
 - (ii) its chairperson, treasurer, secretary and Strata Committee, necessary to enable the Agent to carry out the '*agreed services*' and the '*additional services*' as defined in the written agreement attached to the notice of the meeting; and
 - d) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
 - e) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and
 - f) authority be given for the common seal of the Owners Corporation to be affixed to the Agreement in accordance with Section 273 of the *Act*.

CARRIED

Note: Contract signed for three years by owners of Lot 19 and 196. The owner of Lot 196 retained a copy of the contract.

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7. AUDITOR:

- 7.1 That an auditor is appointed and that auditor be Kelly & Partners.

CARRIED

8. CAPITAL WORKS FUND PLAN:

- 8.1 That the Owners Corporation review the Capital Works analysis prepared by Solutions in Engineering on **11/12/2017**.

LOST

9. EXPENDITURE LIMITS AND OTHER RESTRICTED MATTERS:

- 9.1 That the restriction in Section 102 of the *Act*, the Strata Committee be limited from spending more than 10% over any single budget item be removed.

CARRIED

10. SAFETY AUDIT REPORT AND ASBESTOS SURVEY:

- 10.1 That the Owners Corporation appoint a consultant to undertake a Safety Audit report of the strata scheme to identify any unforeseen risks that may affect the common areas.

CARRIED

- 10.2 That the Owners Corporation appoint a consultant to undertake an asbestos survey and that survey include the inspection of the common property roof cavity for the existence of loose-fill asbestos insulation (including the establishment of an asbestos register and management plan if asbestos is found in the scheme).

LOST

11. ENGAGEMENT OF CONTRACTORS:

- 11.1 That Owners Corporation acknowledges that the Agent will not issue a Work Order or engage any Contractors for the provision of any goods or services, unless they have complied with the Minimum Requirements as defined in the explanatory note.

CARRIED

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12. ACCOUNTING RECORDS AND BUDGET:

- 12.1 That the financial statements including the statement of key financial information for the period ended 28/02/2019 be adopted.

CARRIED

- 12.2 That estimated receipts and payments (budget) for the Administrative Fund and the Capital Works Fund be tabled and adopted.

CARRIED

13. CONTRIBUTIONS:

- 13.1 That contributions to the Administrative Fund are estimated in accordance with Section 79 (1) of the Act and determined in accordance with Section 81 (1) of the Act at \$1,300,000.00 + GST in instalments set out in the table below:

Due date	Amount excl. GST
1/05/2019 (already issued as per resolution of last AGM)	\$385,000.00
1/08/2019	\$305,000.00
1/11/2019	\$305,000.00
1/02/2020	\$305,000.00
TOTAL	\$1,300,000.00

CARRIED

- 13.2 That contributions to the Capital Works Fund are estimated in accordance with Section 79 (2) of the Act and determined in accordance with Section 81 (1) of the Act at \$236,400.00 + GST in instalments set out in the table below:

Due date	Amount excl. GST
1/05/2019 (already issued as per resolution of last AGM)	\$37,500.00
1/08/2019	\$66,300.00
1/11/2019	\$66,300.00
1/02/2020	\$66,300.00
TOTAL	\$236,400.00

CARRIED

- 13.3 That the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals commencing on 1/05/2020 until further determined:

Administrative Fund

Due date	Amount excl. GST
1/05/2020	\$325,000.00

Capital Works Fund

Due date	Amount excl. GST
1/05/2020	\$59,100.00

CARRIED

**MINUTES OF ANNUAL GENERAL MEETING
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14. LEVY COLLECTION PROCEDURES:

14.1 That the Owners - Strata Plan No 94469, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the *Act* (including Section 103 of the *Act*), authorise the strata managing agent and/or the Strata Committee to do any of the following :

- a) Levy Recovery Step 1: issue a reminder levy notice 35 days after the levy due date ;
- b) Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date ;
- c) Levy Recovery Step 3: issue 2nd levy recovery letter 75 days after the levy due date ;
- d) Levy Recovery Step 4: 106 days after the original date the levy was due, and where the debt is in excess of \$2,000.00 appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Strata Plan No 94469 to issue a letter of demand and/or to 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 ;
- e) Approve Payment Plans generally or for specific lot owners;
- f) Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings,
- g) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- h) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

CARRIED

**MINUTES OF ANNUAL GENERAL MEETING
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15. STRATA COMMITTEE:

15.1 That written and oral nominations be received at this meeting for election to the Strata Committee.

Nomination:	Nominated by:
A Patel (1)	Self Nominated
S Gonzalez (19)	Self Nominated
A Khan (62)	Self Nominated
S Vesey-Wells (173)	Self Nominated
F Khalil (196)	Self Nominated
L Stevens (298)	Self Nominated
P Kingsman (360)	Self Nominated

CARRIED

15.2 That candidates for election to the Strata Committee disclose any "connections" with the original owner (developer) or caretaker in accordance with the Act.

CARRIED

NOTED that NO candidate for election to the Strata Committee disclosed any "connections" with the original owner (developer) or building manager in accordance with the Act.

15.3 That the number of members of the Strata Committee be seven (7).

CARRIED

15.4 That the following be declared as being elected members of the Strata Committee.

A Patel (1)
S Gonzalez (19)
A Khan (62)
S Vesey-Wells (173)
F Khalil (196)
L Stevens (298)
P Kingsman (360)

CARRIED

**MINUTES OF ANNUAL GENERAL MEETING
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330 CHURCH STREET PARRAMATTA NSW 2150**



16. APPOINTMENT OF BMC REPRESENTATIVES:

- 16.1 That in accordance with Clause 3 (4) of Schedule 4 of the *Strata Schemes Development Act 2015*, the Owners Corporation SPECIALLY RESOLVES to appoint P Kingsman (360) as its Representative to the Building Management Committee constituted under that *Act* and the Strata Management Statement.

AMENDED AND UNANIMOUSLY RESOLVED

Total Unit Entitlements (UE) of votes cast on this motion were 1232.

Unit Entitlements Votes cast against the Motion were 0 (0%).

Note: As not more than 25% (0%) of the Unit Entitlements were cast against the motion, it was UNANIMOUSLY RESOLVED.

- 16.2 That in accordance with Clause 3 (4) of Schedule 4 of the *Strata Schemes Development Act 2015*, the Owners Corporation SPECIALLY RESOLVES to appoint S Gonzalez (19) as its Substitute Representative to the Building Management Committee constituted under that *Act* and the Strata Management Statement.

AMENDED AND UNANIMOUSLY RESOLVED

Total Unit Entitlements (UE) of votes cast on this motion were 1232.

Unit Entitlements Votes cast against the Motion were 0 (0%).

Note: As not more than 25% (0%) of the Unit Entitlements were cast against the motion, it was UNANIMOUSLY RESOLVED.

17. SERVICE OF NOTICE:

- 17.1 That the address for service of notices to the strata scheme be C/- New South Wales Strata Management, PO BOX 2102 NORTH PARRAMATTA NSW 1750 and that this service address be registered at Land & Property Information, New South Wales.

CARRIED

18. LEGAL ADVICE/REPRESENTATION - ADVICE ON AGREEMENTS:

- 18.1 That in accordance with Section 103 of the *Act*, the Owners Corporation resolves to approve the legal services agreement dated 06/07/2019 to provide advice on agreements entered into at the First Annual General Meeting as referred to in the legal services agreement. A copy of that is attached to this agenda.

CARRIED

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: "ALTITUDE"
330 CHURCH STREET PARRAMATTA NSW 2150**



19. LEGAL ADVICE/REPRESENTATION – ADVICE ON CONTRACTS WITH OC ENERGY:

- 19.1 That in accordance with Section 103 of the *Act*, the Owners Corporation resolves to approve the legal services agreement dated 06/07/2019 to provide advice on contracts with OC Energy as referred to in the legal services agreement. A copy of that is attached to this agenda.

CARRIED

20. PEST CONTROL:

- 20.1 That the Owners Corporation instructs the Strata Managing Agent to engage an appropriately licensed contractor to carry out treatment of the common areas for cockroaches, ants and spiders.

LOST

Note: The Building Manager organizes the pest control for this property on a quarterly basis.

21. TERMITE INSPECTION:

- 21.1 That the Owners Corporation instructs the Strata Managing Agent to engage an appropriately licensed contractor to carry out an inspection of the common areas for termites.

LOST

22. MOTION FOR BY-LAW WITH RESPECT TO SMOKE PENETRATION:

- 22.1 That the Owners Corporation SPECIALLY RESOLVES pursuant to Section 141 of the Strata Schemes Management Act 2015 to make a by-law adding to, amending or repealing the by-laws for the strata scheme in the form of the Proposed By-Law and to complete, affix the seal to and lodge in the Registrar-General's office notification of the same in the form approved under the Real Property Act 1900 as contemplated by section 141 of the Strata Schemes Management Act 2015.

In this motion ***Proposed By-Law*** means the proposed by-law (Annexure "A") in the document headed 'Proposed Change of By-Laws – Special By-Law [X]' annexed to the agenda for this meeting.

UNANIMOUSLY RESOLVED

Total Unit Entitlements (UE) of votes cast on this motion were 1232.

Unit Entitlements Votes cast against the Motion were 0 (0%).

Note: As not more than 25% (0%) of the Unit Entitlements were cast against the motion, it was UNANIMOUSLY RESOLVED.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: "ALTITUDE"
330 CHURCH STREET PARRAMATTA NSW 2150**



23. MOTION FOR BY-LAW WITH RESPECT TO SHORT-TERM LETTING:

- 23.1 That the Owners Corporation SPECIALLY RESOLVES pursuant to Section 141 of the Strata Schemes Management Act 2015 to make a by-law adding to, amending or repealing the by-laws for the strata scheme in the form of the Proposed By-Law and to complete, affix the seal to and lodge in the Registrar-General's office notification of the same in the form approved under the Real Property Act 1900 as contemplated by section 141 of the Strata Schemes Management Act 2015.

In this motion **Proposed By-Law** means the proposed by-law (Annexure "B") in the document headed 'Proposed Change of By-Laws – Special By-Law [Y]' annexed to the agenda for this meeting.

UNANIMOUSLY RESOLVED

Total Unit Entitlements (UE) of votes cast on this motion were 1232.

Unit Entitlements Votes cast against the Motion were 0 (0%).

Note: As not more than 25% (0%) of the Unit Entitlements were cast against the motion, it was UNANIMOUSLY RESOLVED.

24. ADD TO BY-LAW 13 – MOVING OBJECTS THROUGH COMMON PROPERTY:

- 24.1 That the Owners Corporation SPECIALLY RESOLVE to add to by-law 13, Moving objects through common property, "13.2 An owner or occupier of a lot must organise (no later than 48 hours before the anticipated move), through building management the booking of a lift for the move. Only one single owner or occupier may book the use of a lift at a time. Moving in or out can only be completed once the move has been booked. The booking times available are only for a 4-hour period between 9am and 1pm, or between the hours of 1pm and 5pm."

UNANIMOUSLY RESOLVED

Total Unit Entitlements (UE) of votes cast on this motion were 1232.

Unit Entitlements Votes cast against the Motion were 0 (0%).

Note: As not more than 25% (0%) of the Unit Entitlements were cast against the motion, it was UNANIMOUSLY RESOLVED.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: "ALTITUDE"
330 CHURCH STREET PARRAMATTA NSW 2150**



25. AMEND BY-LAW 23 – POOL (PART 3):

25.1 That the Owners Corporation SPECIALLY RESOLVE to amend by-law 23, Pool, part 3. to read:

"The proprietor or occupier of a lot shall not use nor allow the use of the pool between 10pm and 5am."

UNANIMOUSLY RESOLVED

Total Unit Entitlements (UE) of votes cast on this motion were 1232.

Unit Entitlements Votes cast against the Motion were 0 (0%).

Note: As not more than 25% (0%) of the Unit Entitlements were cast against the motion, it was UNANIMOUSLY RESOLVED.

26. REPEAL BY-LAW 38 - LITIGATION:

26.1 That the Owners Corporation SPECIALLY RESOLVE to repeal by-law #38 Litigation, on the terms listed below:

"38.1 Any decision for the owners corporation to: (a) commence; (b) cross claim or counter claim in; or (c) appeal proceedings or an action in any Court, Tribunal or other judicial or quasi judicial forum can only be made by Special Resolution of the owners. This by-law does not apply in respect of any proceedings or action by the owners corporation to recover arrears of strata levies from an owner."

UNANIMOUSLY RESOLVED

Total Unit Entitlements (UE) of votes cast on this motion were 1232.

Unit Entitlements Votes cast against the Motion were 0 (0%).

Note: As not more than 25% (0%) of the Unit Entitlements were cast against the motion, it was UNANIMOUSLY RESOLVED.

27. PRE-MEETING ELECTRONIC VOTING BY MEANS OF EMAIL:

27.1 That pursuant to Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Owners Corporation approve the adoption of voting partly by means of email for the next meeting of the Owners Corporation.

CARRIED

CLOSURE: There being no further business, the chairperson declared the meeting closed at 7:37pm.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: "ALTITUDE"
330 CHURCH STREET PARRAMATTA NSW 2150**



MANAGERS NOTES:

- The Owners Corporation expressed a thank you to:
 - The Building Manager – Jennerose Posis
 - Security Guard – Mark
 - New South Wales Strata Management – Michael Longhurst and Team
 - It was noted that the strata management service has improved since being managed by New South Wales Strata Management.
- It was noted buy 4806 that their internet speed has dropped.
- The building manager is to look at turning the back door into an automatic door. There may be possible fire issues with this and the building manager is to find out if it is possible.
- The owners corporation requested that the BMC communicate with Alex and Co to remove the umbrellas from the path of egress for the building.



Community FACT SHEET

Community Hub

We have put in place critical measures to ensure owners information is safe and can only be accessed by authorized personnel.

What is Community Hub?

Community Hub is an online portal designed to allow you access to your building's strata information at anytime from anywhere. Property owners and committee members can benefit from this portal as the information is kept current and up-to-date.

Features and benefits

- Lot plan information and documents that include financials, meeting minutes, maintenance and insurance details are stored securely.
- The committee can review repairs and maintenance works that are being completed on behalf of your building
- 24/7 access to your strata information anywhere, anytime
- Online Invoice Approval (OIA) access that allows your committee to review and approve all invoices for your scheme.

How to register and access Community Hub

1. Have your levy notice accessible and visit www.communitye.com.au/hub. The Community Hub welcome page will display and simply click on First Time Users
2. The registration form page opens. Fill in your contact and plan information details to submit
3. When filling in the owner reference field you need to input your owner reference number which can be found at the top of your levy notice
4. Select your state from the drop down list. After completing the form, click the submit button
5. On submission you will receive an acknowledgement email
6. Once the details are confirmed by the Community Hub administration team, you will receive an email with your user ID and password within two working days
7. You can then securely log onto Community Hub at any time from your home page.

1300 889 227
communityhub@picagroup.com.au
www.communitye.com.au/hub/
www.picagroup.com.au

PICA
PROPERTY & FINANCIAL SERVICES

**MINUTES OF A STRATA COMMITTEE MEETING
THE OWNERS – STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET PARRAMATTA NSW 2150**

DATE, PLACE & TIME OF MEETING: The Strata Committee of The Owners - Strata Plan No. **94469** held a meeting immediately following the Annual General Meeting of the Owners Corporation on **Monday, 19 August 2019**. Meeting commenced at **8:08pm**.

PRESENT: A Patel (1)
S Gonzalez (19)
A Khan (62)
S Vesey-Wells (173)
F Khalil (196)
L Stevens (298)
P Kingsman (360)

IN ATTENDANCE: J Posis of Meriton Building Management
M Longhurst of New South Wales Strata Management
M Costen of New South Wales Strata Management

CHAIRPERSON: M Longhurst of New South Wales Strata Management

SECRETARY: M Longhurst of New South Wales Strata Management

APOLOGIES: Nil

1. DISCLOSURE OF PECUNIARY INTERESTS:

- 1.1 That it be noted that a declaration was made by any member of the committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting.

AMENDED AND CARRIED

Note: S Gonzalez (19) declared that he works for Parramatta Light Rail and P Kingsman (360) declared that he works for NSW Strata Management – It was further confirmed that these declarations would have no impact on the items being voted on at this meeting.

2. MINUTES:

- 2.1 That the minutes of the last Strata Committee meeting, held on **Monday, 6 May 2019**, be confirmed as a true record and account of the proceedings at that meeting.

CARRIED

**MINUTES OF A STRATA COMMITTEE MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET PARRAMATTA NSW 2150**



3. OFFICERS:

3.1 That the following officers be appointed.

Chairperson: F Khalil (196)
Secretary: A Khan (62)
Treasurer: P Kingsman (360)

CARRIED

4. REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE:

4.1 That F Khalil (196) member of the Strata Committee is elected as the representative to liaise with the strata managing agent and be the scheme's contact point.

CARRIED

4.2 That A Khan (62) member of the Strata Committee is elected to liaise with the strata managing agent as the scheme's substitute contact point.

CARRIED

5. PRE-MEETING ELECTRONIC VOTING BY MEANS OF EMAIL:

5.1 That pursuant to Regulation 14 (1) (b) of the Strata Schemes Management Regulation 2016 (NSW), the Strata Committee approve the adoption of voting partly by means of email for the next meeting of the Strata Committee.

CARRIED

CLOSURE: There being no further business, the chairperson declared the meeting closed at 8:15pm.

**THE MINUTES OF THE ANNUAL GENERAL MEETING
STRATA PLAN 94469
ALTITUDE 330 CHURCH STREET PARRAMATTA**

**ORIGINAL DATE, PLACE & TIME
OF MEETING:**

The Annual General Meeting of **The Owners - Strata Plan No. 94469** was held on **Monday 7th September, 2020** at Via Teleconference The meeting commenced at 6:30pm

LOTS REPRESENTED:

Lot 1	A PATEL	Owner present
Lot 16	V KIMBER	Owner present
Lot 37	A SHEFFIELD	Owner present
Lot 62	A KHAN	Proxy present
Lot 90	KENAN KAPTAN	Voting form submitted.
Lot 116	R MOERMAN	Owner present
Lot 173	S WELLS	Owner present
Lot 189	F CABRERA	Proxy present
Lot 196	F KHALIL	Owner present
Lot 215	P TAM & P CHENG	Voting form submitted
Lot 224	K & S NEPAL	Voting form submitted
Lot 292	J KIM	Voting Form submitted
Lot 297	R WANG	Owner Present
Lot 298	L STEVENS	Owner Present
Lot 320	M CANAS	Owner Present
Lot 342	L COMTE & S BIRD	Owner Present
Lot 346	T THAI	Owner Present

PRESENT BY PROXY:

Nil

**UNUSED PROXIES (DUE TO QUOTA
RESTRICTIONS)**

Nil

IN ATTENDANCE:

Sachin Sharma, New South Wales Strata Management
J Posis of Meriton Building Management

CHAIRPERSON:

Sachin Sharma, New South Wales Strata Management

SECRETARY:

Sachin Sharma, New South Wales Strata Management

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

INELIGIBLE PROXIES: Nil

APOLOGIES: Nil

ADJOURNMENT At the request of the owners present, the meeting was adjourned to Monday **28th September, 2020 to be held at Park Royal Parramatta**. The meeting to commence at **6:30pm**

NEW DATE, PLACE & TIME OF MEETING: The adjourned Annual General Meeting of The Owners - Strata Plan No. 94469 was held on **Monday 28th September, 2020** at Park Royal Parramatta and via teleconference via Zoom. The meeting commenced at **6:30pm**

LOTS REPRESENTED:	Lot 1	A PATEL	Owner present
	Lot 2	M SOTHERAN	Owner present
	Lot 19	S GONZALEZ	Owner present
	Lot 26	D SKELTON	Owner present
	Lot 37	A SHEFFIELD	Owner present
	Lot 49	W LEI	Owner present
	Lot 60	E & Evan BIASON	Owner present
	Lot 62	Ashoor Khan	Proxy present
	Lot 90	KENAL ALTITUDE PARRAMATTA P/L	Electronic vote
	Lot 92	Eric Foust	Company Nominee present
	Lot 102	K Chandroth	Owner present
	Lot 109	Kim Kang	Proxy present
	Lot 116	R MOERMAN	Owner present
	Lot 173	S Vesey Wells	Owner present
	Lot 189	F CABRERA	Owner present
	Lot 196	F KHALIL	Owner present
	Lot 215	P CHENG & P TAM	Electronic vote
	Lot 224	K & S NEPAL	Paper vote
	Lot 236	Paul HARCUMBE	Owner present
	Lot 239	R CASTILLO	Owner present
	Lot 273	Y Kelley WONG	Owner present

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

LOTS REPRESENTED
CONTINUED:

Lot 292	N LAURETI	Paper vote
Lot 298	L STEVENS	Owner present
Lot 306	M LOPEZ	Owner present
Lot 313	D SKELTON	Owner present
Lot 320	M CANAS & M RODRIGUES	Owner present
Lot 328	G JAITLY	Owner present
Lot 342	SIMON BIRD & LUKE LE COMTE	Owner present
Lot 354	D & N STYNES	Owner present
Lot 360	P KINGSMAN	Owner present
Lot 373	Anthony Zammit	Owner present

IN ATTENDANCE:

Sachin Sharma, New South Wales Strata Management
Harish Thirumeni New South Wales Strata Management
J Posis of Meriton Building Management
Sachin Sharma (Under delegation)

CHAIRPERSON:

SECRETARY:

Sachin Sharma of New South Wales Strata Management Pty Ltd

INELIGIBLE PROXIES:

Nil

UNUSED PROXIES
(DUE TO QUOTA
RESTRICTIONS):

Nil

APOLOGIES:

Nil

1. MINUTES

Motions

- 1.1. That the minutes of the last general meeting of the Owners Corporation, held on **19/08/2019**, be confirmed as a true record of the proceedings of that meeting.

Motion CARRIED.

2. COMPLIANCE MEASURES

Motions

- 2.1. **(Annual Fire Safety Statement)**
That the owners corporation consider the annual fire safety statement dated 19/06/2020 and determine any arrangements required for the next annual fire safety statement.

Motion CARRIED.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

- 2.2. That the owners corporation authorise the managing agent, building manager or strata committee to sign such documents as may be necessary in relation to the lodgement of the next annual fire safety statement. If required, this authority includes the managing agent affixing the common seal of the owners corporation in accordance with section 273 of the Act.

Motion CARRIED.

- 2.3. **(Window safety devices reinspection)**
That the Owners – Strata Plan No 94469, resolve to undertake an inspection of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the strata committee.

Motion DEFEATED.

- 2.4. That following the inspection of window safety devices the Owners – Strata Plan No 94469, authorize the strata committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016*.

Motion lapsed as WINDOW SAFETY DEVICE INSPECTION was DEFEATED

- 2.5. **(Safety Audit Report)**
That the owners corporation appoint a consultant to undertake a safety audit report of the strata scheme to identify any risks that may affect the common areas.

Motion DEFEATED.

- 2.6. **(Asbestos Survey)**
That the owners corporation appoint a consultant to undertake an asbestos survey and that survey include the inspection of the common property roof cavity for the existence of loose-fill asbestos insulation (including the establishment of an asbestos register and management plan if asbestos is found in the scheme).

Motion DEFEATED.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

2.7. (Lifts)

That the Owners Corporation resolves:

- to obtain an Annual Safe To Operate/Maintenance Certificate (the Certificate) from the current lift maintenance contractor for the purposes of renewal of registration of the lifts with Safe Work NSW; and
- that following receipt of the Certificate, the strata managing agent, building manager or strata committee is authorised to sign any documents required to be lodged for the lift registration with Safe Work.

Motion CARRIED.

2.8. (Other compliance measures)

That the owners corporation consider any additional compliance matters for the scheme and determine any appropriate action (if required).

Note : Sydney Backflow protection devices, Grease trap, Storm water pumps, mechanical ventilation and anchor points to be checked.

Motion CARRIED.

3. UTILITIES AGREEMENTS

Motions

- 3.1. That the owners corporation consider the supply agreements that they have in place for utilities and determine any action required.

Motion DEFEATED.

- 3.2. That the owners corporation appoint the chairperson to do the following in relation to the investigation of new utility supply agreements (subject always to any direction otherwise as may be determined by a meeting of the owners corporation or its strata committee):
- i. To instruct the Managing Agent to engage a broker or other type of specialist as may be reasonably required,
 - ii. To instruct the Managing Agent to disclose data and information of the owners corporation related to the utility as may be reasonably required,
 - iii. To instruct the Managing Agent to sign a letter of authority as may be reasonably required.

Motion DEFEATED.

- 3.3. That the owners corporation appoint the chairperson to approve the owners corporation entering into utility agreements for a term of up to 3 years, provided that, in the opinion of the chairperson, it is more, or similarly, financially beneficial for the owners corporation to do so, compared to reasonably available alternative arrangements, and is otherwise on terms that are broadly consistent with those available in the market, and further the owners corporation authorise the managing agent to enter into such agreements on behalf of the owners corporation as instructed by the chairperson, subject always to any direction otherwise as may be determined by a meeting of the owners corporation or its strata committee.

Motion DEFEATED.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

4. UTILITIES AGREEMENTS (EXTENSION OF MOTION 3)

Motions

- 4.1. That the owners corporation appoint the chairperson to approve the owners corporation entering into utility agreements for a term of up to 3 years, provided that, in the opinion of the strata committee, it is more, or similarly, financially beneficial and does not materially or unreasonably compromise or degrade service quality for the owners corporation to do so, compared to reasonably available alternative arrangements, and is otherwise on terms that are broadly consistent with those available in the market, and further the owners corporation authorise the managing agent to enter into such agreements on behalf of the owners corporation as instructed by the chairperson, subject always to any direction otherwise as may be determined by a meeting of the owners corporation or its strata committee.

Such agreements entered into will be reported in future AGM minutes in a similar fashion to the explanatory note for Motion 3.1.

Motion DEFEATED.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

5. INSURANCES

Motions

- 5.1. That the owners corporation confirm that the following insurance policies are currently in place:

Current Insurance Details

INSURANCE CO.	TYPE OF POLICY	POLICY NO.	COVER	DUE DATE
CHUBB INSURANCE COMPANY	Appeal Expenses	04GS011684	\$150,000.00	14/02/2021
	Building		\$126,268,180.00	
	Catastrophe Insurance		\$18,752,700.00	
	Fidelity Guarantee		\$100,000.00	
	Government Audit Costs		\$30,000.00	
	Loss of Rent/Temp Accom		\$18,752,700.00	
	Machinery Breakdown		\$250,000.00	
	Office Bearers Liability		\$5,000,000.00	
	Voluntary Workers		\$200,000.00	
	Public Liability		\$30,000,000.00	

Date on which the premiums were last paid: **13/06/2020**

Motion CARRIED.

- 5.2. That the insurances of the owners corporation be extended to include any additional optional insurances not covered in the above table.

Motion DEFEATED.

- 5.3. That the owners corporation confirm that it does NOT employ workers with total annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.

Motion CARRIED.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

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- 5.4. That the owners corporation acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the period of the policy, any item requiring disclosure under the policy including a Work, Health and Safety report, defects report and the like.

Motion CARRIED.

- 5.5. That the owners corporation authorise the managing agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the strata committee prior to the renewal date.

Motion CARRIED.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

6. COMMISSIONS AND TRAINING SERVICES

Motions

- 6.1. That the owners corporation note a report by the managing agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the managing agent in the coming year.

Reporting details:

Commissions and Training Services Report for the last 12 months

Commissions received that have been paid to the managing agent in the last 12 months are as follows:

- *Insurance commissions: \$0.00;*
- *CommunitySure Management fees to parent entity (PICA Group)*1: \$0.00*
- *PICA Group may have received a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme has successfully engaged a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.*

Training services received/provided to the strata managing agent by external service providers in the last 12 months:

- *legal service providers including Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co*
- *insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)*

Training services received from external service providers are estimated to be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

Estimated Commissions and Training Services Report for the next 12 months

Estimated Commissions likely to be paid to the managing agent in the next 12 months are as follows:

- *Insurance commissions: \$0.00;*
- *CommunitySure Management fees to parent entity (PICA Group)*1: \$0.00*
- *PICA Group may receive a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme successfully engages a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.*

Training services likely to be received/provided to the managing agent by external service providers in the next 12 months are as follows:

- *legal service providers including but not limited to Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co.*
- *insurance service providers CHU Underwriting Agencies Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)*

We estimate the training services received from external service providers will be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

**1 Please refer to the Additional Notes at the end of the agenda for additional information about insurance disclosures about the CommunitySure product.*

Motion CARRIED.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

7. VALUATION

Motions

- 7.1. That the owners corporation obtain a replacement cost estimate (valuation) for insurance purposes.

Motion DEFEATED.

- 7.2. That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt.

Motion DEFEATED.

8. AUDITOR

Motions

- 8.1. That an auditor be appointed and that auditor be Kelly & Partners.

Motion CARRIED.

9. CAPITAL WORKS FUND PLAN

Motions

- 9.1. That the owners corporation confirms receipt of the capital works analysis prepared by Solutions In Engineering on 11/12/2017.

Motion CARRIED.

10. EXPENDITURE LIMITS AND OTHER RESTRICTED MATTERS:

Motions

- 10.1 That the restriction in Section 102 of the *Act*, the Strata Committee be limited from spending more than 10% over any single budget item be removed.

Motion AMENDED AND CARRIED.

11. GST REGISTRATION

Motions

- 11.1 That the Owners Corporation resolves to confirm its current GST registration.

Motion CARRIED.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

12. ENGAGEMENT OF CONTRACTORS

Motions

- 12.1 That the owners corporation acknowledges that the managing agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)	<ul style="list-style-type: none">• Must be registered as a business for tax purposes in Australia• Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader• Must hold all licences as relevant to services provided• Must have an established Quality Management system (Consultants only)• Must have an established Health & Safety Management system• Must accept PICA Group Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ul style="list-style-type: none">• Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.• Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

Motion CARRIED.

13. ACCOUNTING RECORDS AND BUDGET

Motions

- 13.1 That the financial statements including the statement of key financial information for the period ended **28/2/20** be adopted.

Motion CARRIED.

- 13.2 That estimated receipts and payments (budget) for the administrative fund and the capital works fund as attached to this agenda be adopted.

Motion CARRIED.

Note: There are concerns noted by the owners present at the AGM meeting that some owners received a phone call from someone unknown giving them false information that money was spent from the Capital works fund without the Strata committee or Owners Corporation approval. The Strata committee members present at the AGM clarified that all Legal expenses and building expert expenses are approved by the Owners Corporation in proper meetings. Any owners are welcome to check and inspect the books and records to verify this. The Owners were requested to tell the caller to put his claim in an email next time. All owners present at the AGM were satisfied with committee members and Strata manager.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

14. CONTRIBUTIONS

Motions

- 14.1 That contributions to the administrative fund are estimated in accordance with Section 79(1) of the Act and determined in accordance with Section 81(1) of the Act at **\$1,560,000.00** plus GST in instalments set out in the table below:

Levy Status	Due date	Amount excl. GST
Already Issued	01/05/2020	\$325,000.00
Already Issued	01/08/2020	\$325,000.00
To be Issued	01/11/2020	\$455,000.00
To be Issued	01/02/2021	\$455,000.00
Total		\$1,560,000.00 Plus GST

Motion CARRIED.

Note: The Owners Acknowledged that the coming 2 quarterly levies will be issued at the higher rate as the first 2 levies have already been issued.

- 14.2 That contributions to the capital works fund are estimated in accordance with Section 79(2) of the Act and determined in accordance with Section 81(1) of the Act at **\$200,000.00 plus GST** in instalments set out in the table below:

Levy Status	Due date	Amount excl. GST
Already Issued	01/05/2020	\$59,100.00
Already Issued	01/08/2020	\$59,100.00
To be Issued	01/11/2020	\$40,900.00
To be Issued	01/02/2021	\$40,900.00
Total		\$200,000.00 Plus GST

Motion CARRIED.

- 14.3 That the administrative fund and capital works fund contributions be continued at quarterly intervals until further determined:

**Administrative Fund
Interim Periods**

Levy Status	Due date	Amount excl. GST
To be Issued	01/05/2021	\$390,000.00
Total		\$390,000.00 Plus GST

**Capital Works Fund
Interim Periods**

Levy Status	Due date	Amount excl. GST
To be Issued	01/05/2021	\$50,000.00
Total		\$50,000.00 Plus GST

Motion CARRIED.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

15. LEVY COLLECTION PROCEDURES

Motions

- 15.1 That the Owners – Strata Plan 94469, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata managing agent and/or the strata committee to do any of the following:
- a. Levy Recovery Step 1: issue a reminder levy notice 35 days after the levy due date;
 - b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date;
 - c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 days after the levy due date; Levy Recovery Step 4: 106 days after the original date the levy was due, and where the debt is in excess of \$2,000.00, or another amount determined by the strata committee, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Plan No 94469 to issue a letter of demand and/or to 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;
 - d. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings,
 - e. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
 - f. Liaise, instruct and prepare all matters with the owners corporations debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

Motion CARRIED.

- 15.2 That the Owners – Strata Plan 94469, delegate and authorise the functions to the **strata committee** to make changes to the above debt recovery process on behalf of the owners corporation from time-to-time as they see fit.

Motion CARRIED.

- 15.3 That the Owners – Strata Plan 94469, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata committee to approve payment plans generally or for specific lot owners.

Motion CARRIED.

16. TERMITE INSPECTION

Motions

- 16.1 That the Owners Corporation instructs the Strata Managing Agent to engage an appropriately licensed contractor to carry out an inspection of the common areas for termites.

Motion DEFEATED.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

17. VOTING BY ELECTRONIC MEANS

Motions

- 17.1 That pursuant to Regulation 14 (1) (a) and Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the owners corporation approve the adoption of voting partly by electronic pre-meeting voting, whilst also allowing the adoption of voting by teleconference or video conference while participating from a remote location, for the next general meeting of the owners corporation.

Motion CARRIED.

18. APPOINTMENT OF BMC REPRESENTATIVE

Motions

- 18.1 That in accordance with Clause 3 (4) of Schedule 4 of the *Strata Schemes Development Act 2015*, the Owners Corporation SPECIALLY RESOLVES to appoint Lindsay Stevens (298) as its Representative to the Building Management Committee constituted under that *Act* and the Strata Management Statement.

Total Unit Entitlements (UE) of votes cast on this motion were 1515.

Unit Entitlements Votes cast against the Motion were 0 (0%).

Note: As not more than 25% of the Unit Entitlements were cast against the motion, it was SPECIALLY RESOLVED.

That in accordance with Clause 3 (4) of Schedule 4 of the *Strata Schemes Development Act 2015*, the Owners Corporation SPECIALLY RESOLVES to appoint Paul Kingsman (360) as its Substitute Representative to the Building Management Committee constituted under that *Act* and the Strata Management Statement.

Total Unit Entitlements (UE) of votes cast on this motion were 1515

Unit Entitlements Votes cast against the Motion were 0 (0%).

Note: As not more than 25% of the Unit Entitlements were cast against the motion, it was SPECIALLY RESOLVED

19. BUILDING DEFECTS EXPERT

Motions

- 19.1 That the Owners Corporation review the current status of the building defects and advise what necessary action to be taken.

Motion CARRIED.

Note : Strata manager gave the updates regarding the building defect claim case to the owners present in the meeting.

The Court next listed for a directions hearing on 23 October 2020 in this matter.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

20. PEST CONTROL

Motions

- 20.1 . That the Owners Corporation instructs the Strata Managing Agent to engage an appropriately licensed contractor to carry out treatment of the common areas for cockroaches, ants and spiders.

Motion DEFEATED.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

21. SPECIAL LEVY

Motions

- 21.1 That a special levy of **\$100,000.00 plus GST** be struck in accordance with Section 81 (4) of the Act due and payable in two instalments as per unit entitlement for the purpose of to cover the cost for the building experts report and extra legal fee for the building defects report..

Motion AMENDED AND CARRIED.

The Owners agreed to drop the special levy to only \$100,000.00 plus GST at this stage and if further special levies are required then they will need to be raised at next GM.

- 21.2 That the special contribution be paid in two (2) payments due and payable on 15/11/2020 and 15/02/2021.

Motion CARRIED.

- 21.3 That a special levy of \$200,000.00 plus GST be struck in accordance with Section 81 (4) of the Act due and payable in two instalments as per unit entitlement, for the purpose of covering a budget deficit due to a bad debt arising from the BMC's failure to reimburse the Strata plan for a reasonably expected share of insurance premiums for the past 2-3 years.

Motion DEFEATED.

- 21.4 That the special contribution for Motion 21.3 be paid in two (2) payments due on 15/05/2021 and 15/08/2021.

Motion DEFEATED.

22. STRATA COMMITTEE NOMINATIONS

Motions

- 22.1 That nominations for election to the strata committee be received, declared and recorded. Nominations received prior to the issuing of this notice are noted below under "Election of Committee".

P Kingsman (360)
A Khan (62)
F Khalil (196)
A Patel (1)
L Stevens (298)
S Gonzalez (19)
S Vesey-Wells (173)

Motion CARRIED.

- 22.2 That candidates for election to the strata committee disclose any connections with the original owner (developer) or building manager in accordance with the Act.

Motion CARRIED.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

22.3 That the number of members of the strata committee be determined at 7.

Motion CARRIED.

23. STRATA COMMITTEE ELECTION

PAUL KINGSMAN, A KHAN, FAYE KHALIL, ANDY PATEL, LINDSAY STEVENS, SERGIO GONZALEZ, S VESEY-WELLS have been elected to the committee.

Name	Lot	Nominated By
PAUL KINGSMAN	360	Lot 360 P KINGSMAN
A KHAN	62	Lot 62: A KHAN
FAYE KHALIL	196	Lot 196: F KHALIL
ANDY PATEL	1	Lot 1: A PATEL
LINDSAY STEVENS	298	Lot 298: L STEVENS
SERGIO GONZALEZ	19	Lot 19: S GONZALEZ
S VESEY-WELLS	173	Lot 173: S Vesey-Wells

CLOSURE: There being no further business, the chairperson declared the meeting closed at 8:10PM PM.

**MINUTES OF A STRATA COMMITTEE MEETING
THE OWNERS – STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET PARRAMATTA**

DATE, PLACE & TIME OF MEETING: The Strata Committee of The Owners - Strata Plan No. **94469** held a meeting immediately following the Annual General Meeting of the Owners Corporation on **Monday, 07 September**. Meeting commenced at 8:15PM.

REPRESENTED: PAUL KINGSMAN (360)
A KHAN (62)
FAYE KHALIL (196)
ANDY PATEL (1)
LINDSAY STEVENS (298)
SERGIO GONZALEZ (19)
S VESEY-WELLS (173)

IN ATTENDANCE: Sachin Sharma, New South Wales Strata Management

CHAIRPERSON: Sachin Sharma, New South Wales Strata Management

SECRETARY: Sachin Sharma, New South Wales Strata Management

APOLOGIES:

1. DISCLOSURE OF PECUNIARY INTERESTS

Motions

- 1.1. That the meeting note any declaration by a member of the committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

NIL

Any member that wishes to declare a direct or indirect pecuniary interest should vote "Yes" to the motion and must notify the strata manager prior to the meeting of the interest so it can be noted in the minutes.

Members with no direct or indirect pecuniary interest to declare should vote "Yes" to the motion to confirm members with pecuniary interests will abstain from voting on such motions.

Motion CARRIED.

**MINUTES OF A STRATA COMMITTEE MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET PARRAMATTA**

2. MINUTES

Motions

- 2.1. That the minutes of the last Strata Committee meeting, held on **13/07/2020**, be confirmed as a true record and account of the proceedings at that meeting.

Motion CARRIED

3. OFFICERS

Motions

- 3.1. That the chairperson, secretary and treasurer of the Strata Committee be appointed.

That the Chairperson position be filled by Faye Khalil (196)

That the Secretary position be filled by A Khan (62)

That the Treasurer position be filled by P Kingsman (360)

4. REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE

Motions

- 4.1. That none of the Strata Committee be nominated to liaise with the strata managing agent and be the scheme's contact point.

Note : This building has building manager Jennerose Posis to be the contact for Site access.

5. ELECTRONIC VOTING

Motions

- 5.1. That pursuant to Regulation 14 (1)(a) and Regulation 14 (1)(b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the strata committee approve the adoption of voting partly by electronic pre-meeting voting, whilst also allowing the adoption of voting by teleconference or video conference while participating from a remote location, for the next strata committee meeting of the owners corporation.

Motion CARRIED.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 8:30PM.

New South Wales Strata Management Pty Ltd
ABN 44003986847

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enquiry@nswstrata.com.au
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**THE MINUTES OF THE ANNUAL GENERAL MEETING
STRATA PLAN 94469
ALTITUDE 330 CHURCH STREET PARRAMATTA**

**DATE, PLACE & TIME
OF MEETING:**

The Adjourned Annual General Meeting of **The Owners - Strata Plan No. 94469** was held on **Monday, 2nd of August 2021** via Teams App from 06:00pm.

LOTS REPRESENTED:

Lot 1	ANANDKUMAR (ANDY) NATVARBHAI PATEL	Owner present
Lot 2	JULIE ANNE SOTHERAN, MARK FRANCIS SOTHERAN	Electronic vote
Lot 19	SERGIO CIFO GONZALEZ	Owner present
Lot 90	KENAN KAPTAN	Paper vote
Lot 91	FRANCIS Palacio, ANGELA Palacio	Owner present
Lot 173	JONATHAN WILLIAM VENCORE, SHANE VESEY-WELLS	Owner present
Lot 189	FANNY CABRERA	Owner present
Lot 196	FAYE KHALIL	Owner present
Lot 233	AYDEN MICH	Owner present
Lot 264	MARIA RATNER	Owner present
Lot 298	LINDSAY MICHAEL STEVENS	Owner present
Lot 320	MAURA FERRERIRA	Owner present
Lot 335	KRISTY JANE JONES	Paper vote
Lot 342	SIMON A BIRD	Owner present
Lot 346	SU YIN TAO, THUAN THAI	Owner present
Lot 351	MATTHEW SANDERSON	Owner present
Lot 360	PAUL KINGSMAN	Owner present
Lot 367	JENNIFER MARSTON	Owner present
Lot 292	N LAURETI	Paper vote

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

IN ATTENDANCE: Jennerose Posis (Meriton Building Management)
Sachin Sharma (NSW Strata Management Pty Ltd)
Warwick Lai (NSW Strata Management Pty Ltd)
ASHOOR KHAN Lot 62

CHAIRPERSON: Sachin Sharma (Under delegation)

SECRETARY: Sachin Sharma (NSW Strata Management Pty Ltd)

INELIGIBLE PROXIES: Nil

UNUSED PROXIES
(DUE TO QUOTA
RESTRICTIONS): Nil

APOLOGIES: Nil

Chairperson's declaration regarding the absence of a quorum: At 06:00pm the Chairperson noted that a quorum was not present for the meeting to continue. The lack of quorum continued for the next half-hour at which point, the chairperson declared, pursuant to Clause 17 (4) (b) of Schedule 1 to the Act, that those present either personally or by duly appointed proxy and who are entitled to vote on the motion would now constitute a quorum for the purposes of considering the outstanding motions or business of the meeting. The majority of those present at the meeting supported this declaration by the Chairperson.

1. MINUTES

Motions

- 1.1. That the minutes of the last general meeting of the Owners Corporation, held on 07/09/2020, be confirmed as a true record of the proceedings of that meeting.

Passed by Simple Majority

2. COMPLIANCE MEASURES

Motions

- 2.1. **(Annual Fire Safety Statement)**
That the Owners Corporation consider the current Annual Fire Safety Statement and determine any action required.

Passed by Simple Majority

- 2.2. That the Owners Corporation resolves that the strata manager is to engage an accredited practitioner (fire safety) who is accredited in Fire Safety Assessment and appropriately qualified to undertake assessment of each fire safety measure to:

- a. ensure all fire safety measures are maintained in accordance with clause 177 of the Environmental Planning and Assessment Regulation 2000; and,
- b. declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
- c. issue the fire safety statement accordingly.

Passed by Simple Majority

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

- 2.3. That the Owners Corporation authorise the managing agent, building manager or strata committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement. If required, this authority includes the managing agent affixing the common seal of the Owners Corporation in accordance with Section 273 of the Act.

Passed by Simple Majority

- 2.4. **(Window safety devices reinspection)**
That the Owners – Strata Plan No 94469, resolve to undertake an inspection of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the strata committee.

Defeated by Simple Majority

- 2.5. That following the inspection of window safety devices the Owners – Strata Plan No 94469, authorize the strata committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016*.

Motion lapsed as WINDOW SAFETY DEVICE INSPECTION was DEFEATED

- 2.6. **(Safety Audit Report)**
That the owners corporation appoint a consultant to undertake a safety audit report of the strata scheme to identify any risks that may affect the common areas.

Defeated by Simple Majority

- 2.7. **(Asbestos Survey)**
That the owners corporation appoint a consultant to undertake an asbestos survey and that survey include the inspection of the common property roof cavity for the existence of loose-fill asbestos insulation (including the establishment of an asbestos register and management plan if asbestos is found in the scheme).

Defeated by Simple Majority

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

2.8. (Lifts)

That the Owners Corporation resolves:

- to obtain an Annual Safe To Operate/Maintenance Certificate (the Certificate) from the current lift maintenance contractor for the purposes of renewal of registration of the lifts with Safe Work NSW; and
- that following receipt of the Certificate, the strata managing agent, building manager or strata committee is authorised to sign any documents required to be lodged for the lift registration with Safe Work.
- to obtain a Hazard and Risk Assessment (required once only for commercial and residential strata schemes. This may also be required again in circumstances where upgrades take place, or the plant is significantly altered).

Passed by Simple Majority

2.9. (Other compliance measures)

That the owners corporation consider any additional compliance matters for the scheme and determine any appropriate action (if required).

Defeated by Simple Majority

3. UTILITIES AGREEMENTS

Motions

- 3.1. That the owners corporation consider the supply agreements that they have in place for utilities and determine any action required.

Defeated by Simple Majority

- 3.2. That the Owners Corporation instruct the Managing Agent to:
- i. engage a broker or other type of specialist if required;
 - ii. disclose data and information of the Owners Corporation related to the utility if required; and,
 - iii. sign a letter of authority to authorise the broker to acquire and provide quotes.

Defeated by Simple Majority

- 3.3. That the Owners Corporation appoint the Chairperson to approve entry by the Owners Corporation into an utility agreement of up to 3 years provided that, in the opinion of the Chairperson, it is more financially beneficial for the Owners Corporation than its current arrangements, and is otherwise on terms that are broadly consistent with those available in the market, and further the Owners Corporation authorise the managing agent to enter into an utility agreement behalf of the Owners Corporation as instructed by the Chairperson.

Defeated by Simple Majority

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

4. INSURANCES

Motions

- 4.1. That the owners corporation confirm that the following insurance policies are currently in place:

Current Insurance Details

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
04GS011684	CHUBB INSURANCE COMPANY	14 Feb 2022	Appeal Expenses	\$150,000.00
			Damage (i.e. Building) Policy	\$126,268,180.00
			Building Catastrophe	\$18,752,700.00
			Fidelity Guarantee Insurance	\$100,000.00
			Government Audit Costs	\$30,000.00
			Loss of Rent	\$18,752,700.00
			Machinery Breakdown Insurance	\$250,000.00
			Office Bearers Liability Insurance	\$5,000,000.00
			Voluntary Workers Insurance	\$200,000.00
			Property, Death and Injury (Public Liability)	\$30,000,000.00
TOTAL PREMIUM: \$151,515.45				

Date on which the premiums were last paid: **22/02/2021**

Passed by Simple Majority

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

- 4.2. That the insurances of the owners corporation be extended to include any additional optional insurances not covered in the above table.

Defeated by Simple Majority

- 4.3. That the owners corporation confirm that it does NOT employ workers with total annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.

Passed by Simple Majority

- 4.4. That the owners corporation acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the period of the policy, any item requiring disclosure under the policy including a Work, Health and Safety report, defects report and the like.

Passed by Simple Majority

- 4.5. That the owners corporation authorise the managing agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the strata committee prior to the renewal date.

Passed by Simple Majority

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

5. COMMISSIONS AND TRAINING SERVICES

Motions

- 5.1. That the owners corporation note a report by the managing agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the managing agent in the coming year.

Reporting details:

Commissions and Training Services Report for the last 12 months

Commissions received that have been paid to the managing agent in the last 12 months are as follows:

- *Insurance commissions: \$0.00;*
- *Community Sure Management fees to parent entity (PICA Group)*1: \$0.00*
- *PICA Group may have received a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme has successfully engaged a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.*

Training services received/provided to the strata managing agent by external service providers in the last 12 months:

- *legal service providers including Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co*
- *insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)*

Training services received from external service providers are estimated to be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

Estimated Commissions and Training Services Report for the next 12 months

Estimated Commissions likely to be paid to the managing agent in the next 12 months are as follows:

- *Insurance commissions: \$0.00;*
- *Community Sure Management fees to parent entity (PICA Group)*1: \$0.00*
- *PICA Group may receive a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme successfully engages a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.*

Training services likely to be received/provided to the managing agent by external service providers in the next 12 months are as follows:

- *legal service providers including but not limited to Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co.*
- *insurance service providers CHU Underwriting Agencies Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)*

We estimate the training services received from external service providers will be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

**1 Please refer to the Additional Notes at the end of the agenda for additional information about insurance disclosures about the Community Sure product.*

Passed by Simple Majority

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

6. VALUATION

Motions

- 6.1. That the owners corporation obtain a replacement cost estimate (valuation) for insurance purposes.

Passed by Simple Majority

Note: Valuation – Strata manager to obtain 2 quotations for building insurance valuation which will be subject to SC approval.

- 6.2. That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt.

Passed by Simple Majority

7. AUDITOR

Motions

- 7.1. That an auditor be appointed, and that auditor be Kelly & Partners.

Passed by Simple Majority

8. CAPITAL WORKS FUND PLAN

Motions

- 8.1. That the owners corporation confirms receipt of the capital works analysis prepared by Solutions In Engineering on 11/12/2017.

Passed by Simple Majority

9. EXPENDITURE LIMITS AND OTHER RESTRICTED MATTERS

Motions

- 9.1. That the restriction on the Strata Committee pursuant to Section 102 of the Act, limiting them from spending more than 10% over any single budget item be removed.

Passed by Simple Majority

- 9.2. That pursuant to Section 102 of the Act, the Strata Committee be restricted to spending not greater than 10% above the amount determined for the total of budget expenditure.

Defeated by Simple Majority

- 9.3. That there be **no** additional restrictions placed on the Strata Committee other than those currently imposed by Section 36 (3) of the Act.

Passed by Simple Majority

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

10. ENGAGEMENT OF CONTRACTORS

Motions

- 10.1 . That the owners corporation acknowledges that the managing agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)	<ul style="list-style-type: none">• Must be registered as a business for tax purposes in Australia• Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader• Must hold all licences as relevant to services provided• Must have an established Quality Management system (Consultants only)• Must have an established Health & Safety Management system• Must accept PICA Group Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ul style="list-style-type: none">• Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.• Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

Passed by Simple Majority

11. ACCOUNTING RECORDS AND BUDGET

Motions

- 11.1 . That the financial statements including the statement of key financial information for the period ended **28/2/21** be adopted.

Passed by Simple Majority

- 11.2 . That estimated receipts and payments (budget) for the administrative fund and the capital works fund as attached to this agenda be adopted.

Passed by Simple Majority

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

12. LEVY COLLECTION PROCEDURES

Motions

- 12.1 That the Owners – Strata Plan 94469, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata managing agent and/or the strata committee to do any of the following:
- a. Levy Recovery Step 1: issue a reminder levy notice 35 days after the levy due date;
 - b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date;
 - c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 days after the levy due date;
 - d. Levy Recovery Step 4: 106 days after the original date the levy was due, and where the debt is in excess of \$2,000.00, or another amount determined by the strata committee, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Plan No 94469 to issue a letter of demand and/or to 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;
 - e. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings,
 - f. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
 - g. Liaise, instruct and prepare all matters with the owners corporations debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

Passed by Simple Majority

- 12.2 That the Owners – Strata Plan 94469, delegate and authorise the functions to the **strata committee** to make changes to the above debt recovery process on behalf of the owners corporation from time-to-time as they see fit.

Defeated by Simple Majority

- 12.3 That the Owners – Strata Plan 94469, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata committee to approve payment plans generally or for specific lot owners.

Passed by Simple Majority

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

13. CONTRIBUTIONS

Motions

- 13.1 That contributions to the administrative fund are estimated in accordance with Section 79(1) of the Act and determined in accordance with Section 81(1) of the Act at \$1,800,000.00 exclusive of GST in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/05/2021	\$390,000.00
Already Issued	01/08/2021	\$390,000.00
To be Issued	01/11/2021	\$510,000.00
To be Issued	01/02/2022	\$510,000.00
Total		\$1,800,000.00 Plus GST

Exclusive of GST

Passed by Simple Majority

Note: The Owners Acknowledged that the coming 2 quarterly levies will be issued at the higher rate as the first 2 levies have already been issued.

- 13.2 That contributions to the capital works fund are estimated in accordance with Section 79(2) of the Act and determined in accordance with Section 81(1) of the Act at \$230,000.00 Exclusive of GST in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/05/2021	\$50,000.00
Already Issued	01/08/2021	\$50,000.00
To be Issued	01/11/2021	\$65,000.00
To be Issued	01/02/2022	\$65,000.00
Total		\$230,000.00 Plus GST

Exclusive of GST

Passed by Simple Majority

Note: The Owners Acknowledged that the coming 2 quarterly levies will be issued at the higher rate as the first 2 levies have already been issued.

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

- 13.3 That the administrative fund and capital works fund contributions be continued at quarterly intervals until further determined:

**Administrative Fund
Interim Periods**

Levy Status	Due date	Amount
To be Issued	01/05/2022	\$450,000.00
Total		\$450,000.00 Plus GST

Exclusive of GST

**Capital Works Fund
Interim Periods**

Levy Status	Due date	Amount
To be Issued	01/05/2022	\$57,500.00
Total		\$57,500.00 Plus GST

Exclusive of GST

Passed by Simple Majority

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

14. LEVY COLLECTION

Motions

- 14.1 That the Owners – Strata Plan 94469, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata managing agent and/or the strata committee to do any of the following:
- a. Levy Recovery Step 1: issue a reminder levy notice 35 days after the levy due date;
 - b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date;
 - c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 days after the levy due date;
 - d. Levy Recovery Step 4: 106 days after the original date the levy was due, and where the debt is in excess of \$2,000.00, or another amount determined by the strata committee, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Plan No 94469 to issue a letter of demand and/or to 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;
 - e. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings,
 - f. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
 - g. Liaise, instruct and prepare all matters with the owners corporations debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

Passed by Simple Majority

- 14.2 That the Owners – Strata Plan 94469, delegate and authorise the functions to the **strata committee** to make changes to the above debt recovery process on behalf of the owners corporation from time-to-time as they see fit.

Defeated by Simple Majority

- 14.3 That the Owners – Strata Plan 94469, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata committee to approve payment plans generally or for specific lot owners.

Passed by Simple Majority

15. PEST CONTROL

Motions

- 15.1 That the Owners Corporation instructs the Strata Managing Agent to engage an appropriately licensed contractor to carry out treatment of the common areas for cockroaches, ants and spiders.

Passed by Simple Majority

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

16. SPECIAL LEVY ADMINISTRATION FUND

Motions

- 16.1 That a special levy of **\$300,000.00 PLUS GST** be struck in accordance with Section 81 (4) of the Act due and payable in three equal instalments as per unit entitlement for the purpose of restoring liquidity to the Administration Fund

Amended & Carried

Note : Owners Present at the meeting resolved for this special levy to be raised to make sure that building has enough funds to pay for the legal fees and building expert reports for the Building Defect case.

- 16.2 That the special contribution be paid in three equal instalments due and payable on **15/9/2021, 15/11/2021 and 15/01/2022.**

Passed by Simple Majority

17. SPECIAL LEVY CAPITAL WORKS FUND

Motions

- 17.1 That a special levy of **\$200,000.00 PLUS GST** be struck in accordance with Section 81 (4) of the Act due and payable in two equal instalments as per unit entitlement for the purpose of restore liquidity to the Capital Works Fund.

Amended & Carried

- 17.2 That the special contribution be paid in two equal instalments due and payable on **01/03/2022 and 01/06/2022.**

Amended & Carried

18. LANNOCK CAPITAL FINANCE

Motions

- 18.1 That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations for urgent building defect repairs and Building Expert report / legal costs.

Defeated by Simple Majority

- 18.2 That the Owners Corporation's seal be affixed to the loan contract as per Section 273 of the Strata Schemes Management Act in the presence of any of the following:

Defeated by Simple Majority

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

- 18.3 That the Owners Corporation acknowledges the following things:
- . (a) a copy of the proposed loan contract, the terms and conditions and a prescribed notice, was tabled at the meeting;
 - (b) the maximum amount of credit available under the loan contract is \$1,000,000.00;
 - (c) members of the Owners Corporation approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the loan contract; and
 - (d) a drawdown instruction may be signed by any of the following:
 - Any two members of the executive Committee; or
 - The Strata Manager and one member of the Committee; or
 - The Strata Manager alone.

Defeated by Simple Majority

19. VOTING BY ELECTRONIC MEANS

Motions

- 19.1 That pursuant to Regulation 14 (1) (a) and Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the owners corporation approve the adoption of voting partly by electronic pre-meeting voting, whilst also allowing the adoption of voting by teleconference or video conference while participating from a remote location, for the next general meeting of the owners corporation.

Passed by Simple Majority

**MINUTES OF ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET**

20. STRATA COMMITTEE NOMINATIONS

Motions

- 20.1 That nominations for election to the strata committee be received, declared and recorded.
. Nominations received prior to the issuing of this notice are noted below under "Election of Committee".

Passed by Simple Majority

- 20.2 That candidates for election to the strata committee disclose any connections with the original owner (developer) or building manager in accordance with the Act.
.

Passed by Simple Majority

- 20.3 That SEVEN number of members of the strata committee be determined.
.

Passed by Simple Majority

21. STRATA COMMITTEE ELECTION

Name	Lot	Nominated By
A Patel	1	Self-Nominated
S Gonzalez	19	Self-Nominated
J Vencore	173	Self-Nominated
F Khalil	196	Self-Nominated
L Stevens	298	Self-Nominated
M Sanderson	351	Self-Nominated
P Kingsman	360	Self-Nominated

CLOSURE: There being no further business, the chairperson declared the meeting closed at 09:45 PM.

MINUTES OF A STRATA COMMITTEE MEETING THE OWNERS – STRATA PLAN NO. 94469

ADDRESS OF THE STRATA SCHEME: ALTITUDE 330 CHURCH STREET PARRAMATTA

DATE, PLACE & TIME OF MEETING: The Strata Committee of The Owners - Strata Plan No. **94469** held a meeting immediately following the Annual General Meeting of the Owners Corporation on **Immediately after AGM**. Meeting commenced at 09:45PM.

REPRESENTED: A Patel (1)
S Gonzalez (19)
J Vencore (173)
F Khalil (196)
L Stevens (298)
M Sanderson (351)
P Kingsman (360)

IN ATTENDANCE: Jennerose Posis (Meriton Building Management)
Sachin Sharma (NSW Strata Management Pty Ltd)
Warwick Lai (NSW Strata Management Pty Ltd)

CHAIRPERSON: Sachin Sharma (NSW Strata Management Pty Ltd)

SECRETARY: Sachin Sharma
NSW Strata Management (Under delegation).

APOLOGIES: Nil

1. DISCLOSURE OF PECUNIARY INTERESTS

Motions

- 1.1. That the meeting note any declaration by a member of the committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

Any member that wishes to declare a direct or indirect pecuniary interest should vote "Yes" to the motion and must notify the strata manager prior to the meeting of the interest so it can be noted in the minutes.

Members with no direct or indirect pecuniary interest to declare should vote "Yes" to the motion to confirm members with pecuniary interests will abstain from voting on such motions.

Motion CARRIED.

**MINUTES OF A STRATA COMMITTEE MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET PARRAMATTA**

2. MINUTES

Motions

- 2.1. That the minutes of the last Strata Committee meeting, held on **10/05/2021**, be confirmed as a true record and account of the proceedings at that meeting.

Motion CARRIED.

3. OFFICERS

Motions

- 3.1. That the chairperson, secretary and treasurer of the Strata Committee be appointed.

Chairperson – Faye Khalil (196)

Secretary – L Stevens (298)

Treasurer – P Kingsman (360)

Motion CARRIED.

4. REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE

Motions

- 4.1. That Faye Khalil (196) member of the Strata Committee be nominated to liaise with the strata managing agent and be the scheme's contact point.

- 4.2. That Lindsay Stevens (298) member of the Strata Committee be nominated to liaise with the strata managing agent as the scheme's substitute contact point.

Motion CARRIED.

5. PRE MEETING ELECTRONIC VOTING

Motions

- 5.1. That pursuant to Regulation 14 (1)(a) and Regulation 14 (1)(b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the strata committee approve the adoption of voting partly by electronic pre-meeting voting, whilst also allowing the adoption of voting by teleconference or video conference while participating from a remote location, for the next strata committee meeting of the owners corporation.

Motion CARRIED.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 10:00PM.

MINUTES OF ANNUAL GENERAL MEETING

The Owners – Strata Plan No 94469

ALTITUDE

330 CHURCH STREET, PARRAMATTA, NSW, 2150

These are the minutes of the Annual General Meeting for The Owners – Strata Plan No 94469 held at Video Conference: <https://meet.nswstrata.com.au/192875674> commencing at 6:00 PM on Tuesday 26 July 2022.

Pursuant to Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, pre-meeting electronic voting was authorised for this meeting.

Lots Represented

<u>Lot No</u>	<u>Name</u>	<u>Capacity</u>
18	CHUN CHRISTOPHER & REBECCA WIGGINS	Electronic vote
19	SERGIO GONZALEZ	Owner present
90	KENAL ALTITUDE PARRAMATTA & KENAN KAPTAN	Electronic vote
91	ANGELA PALACIO	Owner present
173	JONATHAN VENCORE	Owner present
177	CHRISTOPHER O'HARE	Electronic vote
184	CHRISTOPHER BOJESEN-TREPKA & SONIA WYETH	Voting Paper
189	FANNY CABRERA	Owner present
196	FAYE KHALIL	Owner present
297	RONG WANG	Owner present
298	LINDSAY STEVENS	Owner present
342	SIMON BIRD	Owner present
344	THANH NGUYEN	Owner present
346	THUAN THAI	Owner present
351	MATTHEW SANDERSON	Owner present
360	PAUL KINGSMAN	Voting Paper
370	PHILLIP O'ROURKE	Owner present

In Attendance

Sachin Sharma (New South Wales Strata Management)
Warwick Lai (New South Wales Strata Management)
Sylvia Bulovic (New South Wales Strata Management)
Hayden Thomas (Meriton Building Management)

Chairperson

Sachin Sharma (Under delegation)

Secretary

Sachin Sharma representing New South Wales Strata Management Pty Ltd under delegated authority.

Apologies

Noli Cruz & Paul Kingsman (Lot 360)

Quorum

Chairperson's declaration regarding the absence of a quorum: At 6.00pm the Chairperson noted that a quorum was not present for the meeting to continue. The lack of quorum continued for the next half-hour at which point, the chairperson declared, pursuant to Clause 17 (4) (b) of Schedule 1 to the Act, that those present either personally or by duly appointed proxy and who are entitled to vote on the motion would now constitute a quorum for the purposes of considering the outstanding motions or business of the meeting. The majority of those present at the meeting supported this declaration by the Chairperson.

Motions

1. MINUTES

- 1.1 That the minutes of the last general meeting of the Owners Corporation, held on 02/08/2021, be confirmed as a true record of the proceedings of that meeting.

Motion Result: Passed by Simple Majority

2. COMPLIANCE MEASURES

2.1 **(Annual Fire Safety Statement)**

That the Owners Corporation consider the current Annual Fire Safety Statement and determine any action required.

Motion Result: Passed by Simple Majority

- 2.2 That the Owners Corporation resolves that the strata manager is to engage an accredited practitioner (fire safety) who is accredited in Fire Safety Assessment and appropriately qualified to undertake assessment of each fire safety measure to:

- a. ensure all fire safety measures are maintained in accordance with the *Environmental Planning and Assessment Regulation*; and,
- b. declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
- c. issue the fire safety statement accordingly.

Motion Result: Passed by Simple Majority

- 2.3 That the Owners Corporation authorise the managing agent, building manager or strata committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement. If required, this authority includes the managing agent affixing the common seal of the Owners Corporation in accordance with the Act.

Motion Result: Passed by Simple Majority

2.4 **(Window safety devices reinspection)**

That the Owners – Strata Plan No 94469, resolve to undertake an inspection of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the strata committee.

Motion Result: Defeated by Simple Majority

- 2.5 That following the inspection of window safety devices the Owners – Strata Plan No 94469, authorize the strata committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016*.

Motion Result: Motion lapsed as WINDOW SAFETY DEVICE INSPECTION was DEFEATED

2.6 **(Safety Audit Report)**

That the owners corporation appoint a consultant to undertake a safety audit report of the strata scheme to identify any risks that may affect the common areas.

Motion Result: Defeated by Simple Majority

2.7 **(Asbestos Survey)**

That the owners corporation appoint a consultant to undertake an asbestos survey and that survey include the inspection of the common property roof cavity for the existence of loose-fill asbestos insulation (including the establishment of an asbestos register and management plan if asbestos is found in the scheme).

Motion Result: Defeated by Simple Majority

2.8 **(Lifts)**

That the Owners Corporation resolves:

- to obtain an Annual Safe To Operate/Maintenance Certificate (the Certificate) from the current lift maintenance contractor for the purposes of renewal of registration of the lifts with Safe Work NSW; and
- that following receipt of the Certificate, the strata managing agent, building manager or strata committee is authorised to sign any documents required to be lodged for the lift registration with Safe Work.
- to obtain a Hazard and Risk Assessment (required once only for commercial and residential strata schemes. This may also be required again in circumstances where upgrades take place, or the plant is significantly altered).

Motion Result: Passed by Simple Majority

2.9 **(Other compliance measures)**

That the owners corporation consider any additional compliance matters for the scheme and determine any appropriate action (if required).

Motion Result: Defeated by Simple Majority

3. UTILITIES AGREEMENTS

- 3.1 That the owners corporation consider the supply agreements that they have in place for utilities and determine any action required.

Motion Result: Defeated by Simple Majority

- 3.2 That the Owners Corporation instruct the Managing Agent to:
- i. engage a broker or other type of specialist if required;
 - ii. disclose data and information of the Owners Corporation related to the utility if required; and,
 - iii. sign a letter of authority to authorise the broker to acquire and provide quotes.

Motion Result: Defeated by Simple Majority

- 3.3 That the Owners Corporation appoint the Chairperson to approve entry by the Owners Corporation into an utility agreement of up to 3 years provided that, in the opinion of the Chairperson, it is more financially beneficial for the Owners Corporation than its current arrangements, and is otherwise on terms that are broadly consistent with those available in the market, and further the Owners Corporation authorise the managing agent to enter into an utility agreement behalf of the Owners Corporation as instructed by the Chairperson.

Motion Result: Defeated by Simple Majority

4. INSURANCES

- 4.1 That the owners corporation confirm that the following insurance policies are currently in place:

Current Insurance Details

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
04GS011684	Chubb Insurance Company	14 Feb 2023	Government Audit Costs	\$30,000.00
			Voluntary Workers Insurance	selected
			Office Bearers Liability Insurance	\$5,000,000.00
			Machinery Breakdown Insurance	\$250,000.00
			Fidelity Guarantee Insurance	\$100,000.00
			Property, Death and Injury (Public Liability)	\$30,000,000.00
			Building Catastrophe	\$23,708,280.00
			Loss of Rent	\$23,708,280.00
			Damage (i.e. Building) Policy	\$159,635,752.00
			Appeal Expenses	\$15,000.00
TOTAL PREMIUM: \$195,257.32				

Date on which the premiums were last paid: **22/02/2022**

Motion Result: Defeated by Simple Majority

Note: Strata manger to include motion at next committee meeting to change broker to BCB and try getting more quotes for next year renewal.

- 4.2 That the insurances of the owners corporation be extended to include any additional optional insurances not covered in the above table.

Motion Result: Passed by Simple Majority

- 4.3 That the owners corporation confirm that it does NOT employ workers with total annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.

Motion Result: Passed by Simple Majority

- 4.4 That the owners corporation acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the period of the policy, any item requiring disclosure under the policy including a Work, Health and Safety report, defects report and the like.

Motion Result: Passed by Simple Majority

- 4.5 That the owners corporation authorise the managing agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the strata committee prior to the renewal date.

Motion Result: Passed by Simple Majority

5. COMMISSIONS AND TRAINING SERVICES

- 5.1 That the owners corporation note a report by the managing agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the managing agent in the coming year.

Reporting details:

Commissions and Training Services Report for the last 12 months

Commissions received that have been paid to the managing agent in the last 12 months are as follows:

- Insurance commissions: \$0.00;*
- CommunitySure Management fees to parent entity (PICA Group)*¹: \$0.00*
- PICA Group may have received a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme has successfully engaged a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.*

Training services received/provided to the strata managing agent by external service providers in the last 12 months:

- legal service providers including Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co*
- insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)*

Training services received from external service providers are estimated to be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

Estimated Commissions and Training Services Report for the next 12 months

Estimated Commissions likely to be paid to the managing agent in the next 12 months are as follows:

- Insurance commissions: \$0.00;*
- CommunitySure Management fees to parent entity (PICA Group)*¹: \$0.00*
- PICA Group may receive a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme successfully engages a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.*

Training services likely to be received/provided to the managing agent by external service providers in the next 12 months are as follows:

- legal service providers including but not limited to Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co.*
- insurance service providers CHU Underwriting Agencies Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)*

We estimate the training services received from external service providers will be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

**¹ Please refer to the Additional Notes at the end of the agenda for additional information about insurance disclosures about the CommunitySure product.*

Motion Result: Passed by Simple Majority

6. VALUATION

- 6.1 That the owners corporation obtain a replacement cost estimate (valuation) for insurance purposes.

Motion Result: Defeated by Simple Majority

- 6.2 That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt.

Motion Result: Defeated by Simple Majority

7. APPOINTMENT OF MANAGING AGENT

- 7.1 That in accordance with Section 49 (2) of the Strata Schemes Management Act 2015 (the Act):
- a. New South Wales Strata Management Pty Ltd be appointed as strata managing agent of Strata Scheme No. 94469;
 - b. the Owners Corporation delegate to the Agent all of the functions of:
 - i. the Owners Corporation (other than those listed in section 52 (2) of the Act); and
 - ii. its chairperson, treasurer, secretary and Strata Committee, necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement attached to the notice of the meeting; and
 - c. the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
 - d. the Owners Corporation execute the Agreement to give effect to this appointment and delegation.

Motion Result: Passed by Simple Majority

Note: 3 Years contract was signed by 2 committee members Faye and Lindsay.

8. AUDITOR

- 8.1 That an auditor be appointed and that auditor be Kelly & Partners.

Motion Result: Passed by Simple Majority

9. CAPITAL WORKS FUND PLAN

- 9.1 That the owners corporation confirms receipt of the capital works analysis prepared by Solutions in Engineering on 11/12/2017.

Motion Result: Passed by Simple Majority

10. EXPENDITURE LIMITS AND OTHER RESTRICTED MATTERS

- 10.1 That the restriction on the Strata Committee pursuant to Section 102 of the Act, limiting them from spending more than 10% over any single budget item be removed.

Motion Result: Passed by Simple Majority

- 10.2 That pursuant to Section 102 of the Act, the Strata Committee be restricted to spending not greater than 10% above the amount determined for the total of budget expenditure.

Motion Result: Defeated by Simple Majority

- 10.3 That there be no additional restrictions placed on the Strata Committee other than those currently imposed by Section 36 (3) of the Act.

Motion Result: Passed by Simple Majority

11. ENGAGEMENT OF CONTRACTORS

- 11.1 That the owners corporation acknowledges that the managing agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)	<ul style="list-style-type: none">• Must be registered as a business for tax purposes in Australia• Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader• Must hold all licences as relevant to services provided• Must have an established Quality Management system (Consultants only)• Must have an established Health & Safety Management system• Must accept PICA Group Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ul style="list-style-type: none">• Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.• Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

Motion Result: Passed by Simple Majority

12. ACCOUNTING RECORDS AND BUDGET

- 12.1 That the financial statements including the statement of key financial information for the period ended **28/02/2022** be adopted.

Motion Result: Passed by Simple Majority

- 12.2 That estimated receipts and payments (budget) for the administrative fund and the capital works fund as attached to this agenda be adopted.

Motion Result: Passed by Simple Majority

13. CONTRIBUTIONS

- 13.1 That contributions to the administrative fund are estimated in accordance with Section 79(1) of the Act and determined in accordance with Section 81(1) of the Act at \$2,100,000.00 inclusive of GST in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/05/2022	\$495,000.00
Already Issued	01/08/2022	\$495,000.00
To be Issued	01/11/2022	\$555,000.00
To be Issued	01/02/2023	\$555,000.00
Total		\$2,100,000.00

inclusive of GST

Motion Result: Passed by Simple Majority

- 13.2 That contributions to the capital works fund are estimated in accordance with Section 79(2) of the Act and determined in accordance with Section 81(1) of the Act at \$275,000.00 inclusive of GST in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/05/2022	\$63,250.00
Already Issued	01/08/2022	\$63,250.00
To be Issued	01/11/2022	\$74,250.00
To be Issued	01/02/2023	\$74,250.00
Total		\$275,000.00

inclusive of GST

Motion Result: Passed by Simple Majority

- 13.3 That the administrative fund and capital works fund contributions be continued at quarterly intervals until further determined:

Administrative Fund Interim Periods

Levy Status	Due date	Amount
To be Issued	01/05/2023	\$525,000.00
Total		\$525,000.00

inclusive of GST

Capital Works Fund Interim Periods

Levy Status	Due date	Amount
To be Issued	01/05/2023	\$68,750.00
Total		\$68,750.00

inclusive of GST

Motion Result: Passed by Simple Majority

14. SPECIAL LEVY (OPTION 1)

- 14.1 That a special levy of **\$300,000.00 plus GST** be struck in accordance with Section 81 (4) of the Act due and payable in 2 instalments as per unit entitlement for the purpose of covering the costs of the building defect legal fee for the solicitors and building defect expert consultant fees.

Motion Result: Defeated by Simple Majority

- 14.2 That the special contribution be paid in instalments being:

- i. Instalment of **\$150,000.00 plus GST** due and payable on **15/09/2022**;
- ii. Instalment of **\$150,000.00 plus GST** due and payable on **15/11/2022**;

Motion Result: Defeated by Simple Majority

15. SPECIAL LEVY (OPTION 2)

- 15.1 That a special levy of **\$400,000.00 plus GST** be struck in accordance with Section 81 (4) of the Act due and payable in **Three (3)** instalments as per unit entitlement for the purpose of covering the costs of the building defect legal fee for the solicitors and building defect expert consultant fees.

Motion Result: Amended and Passed by Simple Majority

- 15.2 That the special contribution be paid in instalments being:

- i. Instalment of **\$133,333.33 plus GST** due and payable on **15/09/2022**;
- ii. Instalment of **\$133,333.33 plus GST** due and payable on **15/11/2022**;
- iii. Instalment of **\$133,333.34 plus GST** due and payable on **15/01/2023**;

Motion Result: Amended and Passed by Simple Majority

16. LEVY COLLECTION PROCEDURES

- 16.1 That the Owners – Strata Plan 94469, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata managing agent and/or the strata committee to do any of the following:
- a. Levy Recovery Step 1: issue a reminder levy notice 35 days after the levy due date;
 - b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date;
 - c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 days after the levy due date;
 - d. Levy Recovery Step 4: 106 days after the original date the levy was due, and where the debt is in excess of \$2,000.00, or another amount determined by the strata committee, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Plan No 94469 to issue a letter of demand and/or to 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;
 - e. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings,
 - f. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
 - g. Liaise, instruct and prepare all matters with the owners corporations debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

Motion Result: Passed by Simple Majority

- 16.2 That the Owners – Strata Plan 94469, delegate and authorise the functions to the **strata committee** to make changes to the above debt recovery process on behalf of the owners corporation from time-to-time as they see fit.

Motion Result: Defeated by Simple Majority

- 16.3 That the Owners – Strata Plan 94469, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata committee to approve payment plans generally or for specific lot owners.

Motion Result: Passed by Simple Majority

17. PEST CONTROL

- 17.1 That the Owners Corporation instructs the Strata Managing Agent to engage an appropriately licensed contractor to carry out treatment of the common areas for cockroaches, ants and spiders.

Motion Result: Defeated by Simple Majority

18. TERMITE INSPECTION

- 18.1 That the Owners Corporation instructs the Strata Managing Agent to engage an appropriately licensed contractor to carry out an inspection of the common areas for termites.

Motion Result: Defeated by Simple Majority

19. VOTING BY ELECTRONIC MEANS

- 19.1 That pursuant to Regulation 14 (1) (a) and Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the owners corporation approve the adoption of voting partly by electronic pre-meeting voting, whilst also allowing the adoption of voting by teleconference or video conference while participating from a remote location, for the next general meeting of the owners corporation.

Motion Result: Passed by Simple Majority

20. BUILDING (CONSTRUCTION) DEFECTS

- 20.1 That the Owners Corporation appoints an expert to prepare a report to identify possible building construction defects with a view to pursuing the necessary parties to seek rectification of the identified defects.

Motion Result: Passed by Simple Majority

- 20.2 That the Owners Corporation appoints a lawyer to assess its options in regards to pursuing its rights against various parties to rectify the original building construction defects.

Motion Result: Passed by Simple Majority

21. CARSHARE SERVICE AGREEMENT

- 21.1 That the Owner Corporation RESOLVES to enter into an agreement (attached) with **Carshare Australia Pty Ltd** for the provision of two car spaces to provide it carsharing services.

Motion Result: Passed by Simple Majority

22. VISITORS CAR PARK INFRINGEMENT REGISTER

- 22.1 That the owners corporation for SP94469 instructs the security company to maintain a digital register of Car License plates and associated lots (where possible) of cars that have been parked illegally or incorrectly in the Visitors car park. This digital register is to be updated daily and to be provided to the Strata Committee on every meeting.

Motion Result: Passed by Simple Majority

23. VISITORS CAR PARK COMPLIANCE OPTIONS

- 23.1 That the owners corporation for SP94469 explores practical and legal solutions to maintain compliance for parking in the Visitors car park.

Motion Result: Passed by Simple Majority

24. CASH SETTLEMENT FOR THE INSURANCE CLAIM REPAIRS FOR UNIT 5402 (LOT 346) OWNER THUAN THAI

- 24.1 That the owners corporation for SP94469 to vote on the cash settlement pending the deed will be approved in the Strata committee meeting on the following conditions

- a) The deed that indemnifies the owners corporation being executed before any payment, and
- b) If unit owner 5402 join the committee they must abstain from voting on the deed motion at the SC meeting.

Settlement is as follows ex GST:

Repairs	\$129,465.60
Less Deductible	\$1,000.00
Total	\$128,465.60

Insurance company legal team will draft the deed and would need a full and final signed release of these funds and that no further costs can be claimed except for the temporary accommodation and storage of contents etc upon receipt of incurred invoices as previously discussed,

Motion Result: Passed by Simple Majority

Note : Strata manager and committee members to arrange the deed of release which should be approved at the committee meeting.

25. CHANGES TO COMMON PROPERTY (ELECTRIC VEHICLE CHARGING)

- 25.1 That the Owners Corporation resolves to installing two electric vehicle charging stations in the P1 visitor parking area.

Motion Result: Passed by Simple Majority

26. ELECTRIC VEHICLE MODELS

- 26.1 That the Owners Corporation resolves to select a model for the infrastructure cost of the EV (Electric Vehicle) charging spaces.

Motion Result: Passed by Simple Majority

Note – Option B was approved 5-year agreement \$499 per month

27. STRATA COMMITTEE NOMINATIONS

- 27.1 That nominations for election to the strata committee be received, declared and recorded. Nominations received prior to the issuing of this notice are noted below under "Election of Committee".

Motion Result: Passed by Simple Majority

- 27.2 That candidates for election to the strata committee disclose any connections with the original owner (developer) or building manager in accordance with the Act.

Motion Result: Passed by Simple Majority

- 27.3 That the number of members of the strata committee be determined.

Motion Result: Passed by Simple Majority

28. STRATA COMMITTEE ELECTION

SERGIO GONZALEZ, FOUADI KHALIL, PAUL KINGSMAN, MATTHEW SANDERSON, LINDSAY STEVENS have been elected to the committee.

SERGIO GONZALEZ	LOT 19
FAYE KHALIL	LOT 196
PAUL KINGSMAN	LOT 360
MATTHEW SANDERSON	LOT 351
LINDSAY STEVENS	LOT 298

Managers Notes

STRATA COMMITTEE MEETING

Strata Manager (SS) to arrange for upcoming Strata Committee Meeting following mediation hearing session.

EASEMENT PARKING AREA

Strata Manager (SS) to liaise with Sc and Warwick Lai (BMC) regarding easement parking area, meeting will be set up with Eric Foust and Frank Tallaridi (Meriton). BMC Manager will review dispute resolution process.

VOTE OF THANKS

Strata Manger would like to thank all the owners for joining the virtual meeting.

Closure

There being no further business the Chairperson declared the meeting closed at 8:35 PM.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

**MINUTES OF A STRATA COMMITTEE MEETING
THE OWNERS – STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET PARRAMATTA**

DATE, PLACE & TIME OF MEETING:	The Strata Committee of The Owners - Strata Plan No. 94469 held a meeting on Immediately after AGM at Video Conference: https://meet.nswstrata.com.au/192875674 . The meeting commenced at 8:35 PM .
REPRESENTED:	SERGIO GONZALEZ (LOT 19) FOUADI KHALIL (LOT 196) LINDSAY STEVENS (LOT 298) MATTHEW SANDERSON (LOT 351)
IN ATTENDANCE:	Sachin Sharma (New South Wales Strata Management) Warwick Lai (New South Wales Strata Management) Sylvia Bulovic (New South Wales Strata Management) Hayden Thomas (Meriton Building Management)
CHAIRPERSON:	Sachin Sharma (Under delegation)
SECRETARY:	Sachin Sharma NSW Strata Management (Under delegation).
APOLOGIES:	Nil

1. DISCLOSURE OF PECUNIARY INTERESTS

Motions

- 1.1. That the meeting note any declaration by a member of the committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

Any member that wishes to declare a direct or indirect pecuniary interest should vote "Yes" to the motion and must notify the strata manager prior to the meeting of the interest so it can be noted in the minutes.

Members with no direct or indirect pecuniary interest to declare should vote "Yes" to the motion to confirm members with pecuniary interests will abstain from voting on such motions.

Passed by Simple Majority

**MINUTES OF A STRATA COMMITTEE MEETING
THE OWNERS - STRATA PLAN NO. 94469**

**ADDRESS OF THE STRATA SCHEME: ALTITUDE
330 CHURCH STREET PARRAMATTA**

2. MINUTES

Motions

- 2.1. That the minutes of the last Strata Committee meeting, held on **20/06/2022**, be confirmed as a true record and account of the proceedings at that meeting.

Passed by Simple Majority

3. OFFICE BEARERS

Motions

- 3.1. That the chairperson, secretary and treasurer of the Strata Committee be appointed.

Chairperson - Faye Khalil (Lot 196)
Secretary - Lindsay Stevens (Lot 298)
Treasurer - Paul Kingsman (Lot 360)

4. REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE

Motions

- 4.1. That **Faye Khalil (Lot 196)** of the Committee be nominated to liaise with the managing agent and be the scheme's contact point.
- 4.2. That **Lindsay Stevens (Lot 298)** of the Committee be nominated to liaise with the managing agent as the scheme's substitute contact point and Lindsay Stevens be the BMC Representative for the committee.

5. VOTING BY ELECTRONIC MEANS

Motions

- 5.1. That pursuant to Regulation 14 (1)(a) and Regulation 14 (1)(b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the strata committee approve the adoption of voting partly by electronic pre-meeting voting, whilst also allowing the adoption of voting by teleconference or video conference while participating from a remote location, for the next strata committee meeting of the owners corporation.

Passed by Simple Majority

CLOSURE: There being no further business, the chairperson declared the meeting closed at **9:00 PM**.

Note : Next Strata committee meeting to be held on Monday 22nd August 2022.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation

MINUTES OF COMMITTEE MEETING

The Owners – Strata Plan No 94469

ALTITUDE

330 CHURCH STREET, PARRAMATTA, NSW, 2150

These are the minutes of the Committee Meeting for The Owners – Strata Plan No 94469 held at Video Conference: <https://meet.nswstrata.com.au/69886065> commencing at 6:00 PM on Monday 22 August 2022.

Pursuant to Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, pre-meeting electronic voting was authorised for this meeting.

Represented

<u>Name</u>	<u>Capacity</u>
SERGIO GONZALEZ Lot 19	Committee member present
FOUADI (FAYE) KHALIL Lot 196	Committee member present
LINDSAY STEVENS Lot 298	Committee member present
MATTHEW SANDERSON Lot 351	Committee member present

In Attendance

Sachin Sharma representing New South Wales Strata Management Pty Ltd.

Hayden Thomas (Building Manager)

Thuan Thai (Lot 346 / Unit 5402)

Chairperson

Sachin Sharma representing New South Wales Strata Management Pty Ltd under delegated authority

Secretary

Sachin Sharma representing New South Wales Strata Management Pty Ltd under delegated authority

Apologies

Nil

Motions

1. DISCLOSURE OF PECUNIARY INTERESTS

- 1.1 That the meeting note any declaration by a member of the committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

Any member that wishes to declare a direct or indirect pecuniary interest should vote "Yes" to the motion and must notify the strata manager prior to the meeting of the interest so it can be noted in the minutes.

Members with no direct or indirect pecuniary interest to declare should vote "Yes" to the motion to confirm members with pecuniary interests will abstain from voting on such motions.

Motion Result: Passed by Simple Majority

2. MINUTES

- 2.1 That the minutes of the last Strata Committee meeting, held on **26/07/2022**, be confirmed as a true record and account of the proceedings at that meeting.

Motion Result: Passed by Simple Majority

3. BUILDING MANAGEMENT REPORT AND BUSINESS ARISING

- 3.1 That the Committee update itself on matters previously resolved.

Motion Result: Passed by Simple Majority

4. BUILDING DEFECTS

- 4.1 That the Strata Committee update itself on the building defect process and resolves next course of action.

Motion Result: Passed by Simple Majority

Note - The Committee resolved to instruct the solicitors from CRL to proceed as per CRL advise at paragraph 7.2 dated 19 August 2022, to draft the documents as agreed as the next steps in the mediation being:

- a) Drafting to do the agreed repairs***
- b) Brief for a joint referee or joint expert, and***
- c) Proposed settlement deed***

And Strata manager to provide details of and invoices for the owners corporation's incurred costs for defects it arranged to have repaired for water leaks and sewer leak in 2019 were repaired, and that the costs of which should be included as well.

5. FINANCIALS

- 5.1 That the latest set of financials for the period ending 31/07/2022 be tabled.

Motion Result: Passed by Simple Majority

6. APPOINTMENT OF BMC REPRESENTATIVES

- 6.1 That in accordance with Clause 3 (4) of Schedule 4 of the *Strata Schemes Development Act 2015*, the Owners Corporation SPECIALLY RESOLVES to appoint **Lindsay Stevens (Lot 298)** as its Representative to the Building Management Committee constituted under that *Act* and the Strata Management Statement.

Motion Result: Passed by Simple Majority

- 6.2 That in accordance with Clause 3 (4) of Schedule 4 of the *Strata Schemes Development Act 2015*, the Owners Corporation SPECIALLY RESOLVES to appoint (TBA) as its Substitute Representative to the Building Management Committee constituted under that *Act* and the Strata Management Statement.

Motion Result: Passed by Simple Majority

7. APPOINTMENT OF BODY CORPORATE BROKERS

- 7.1 That the Strata Committee RESOLVES to delegate authority to the Strata Managing Agent (NSW Strata Management) in signing the "Letter of Appointment" to Body Corporate Brokers Pty Ltd as the insurance broker for the Owners Corporation.

Motion Result: Passed by Simple Majority

- 7.2 That the common seal of the Owners Corporation be affixed to the "Letter of Appointment" to appoint Body Corporate Brokers Pty Ltd by the strata managing agent in accordance with Section 273 of the Act.

Motion Result: Passed by Simple Majority

8. CASH SETTLEMENT FOR THE INSURANCE CLAIM REPAIRS FOR UNIT 5402 (LOT 346) OWNER THUAN THAI

- 8.1 That the Strata committee for SP94469 to vote on the cash settlement and review and confirm the deed and approve Secretary / Chairperson to sign the release deed for unit 5402 claim payment release.

1. The deed that indemnifies the owners corporation being executed before any payment, and

Settlement is as follows ex GST:

Repairs \$129,465.60

Less Deductible \$1,000.00

Total \$128,465.60

2. Once the amount is received by the Trust account of SP 94469 then Strata manager be authorised to disburse the funds back to owner unit 5402 Thuan Thai

Motion Result: Passed by Simple Majority

Note - The Deed is approved and the committee to amend the deed to include the cost for accommodation and storage plus removalist costs as confirmed by the insurer.

Owner Thuan discussed that if the GST portion will be paid by the insurer or the OC if the owner chose to carry out the repairs in future. Insurance advise is as SP 94469 is registered for GST, insurance payments will be exclusive of GST. The lot owner will not be able to claim GST from the OC as the claim is getting cash settled.

9. VOTING BY ELECTRONIC MEANS

- 9.1 That pursuant to Regulation 14 (1)(a) and Regulation 14 (1)(b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the strata committee approve the adoption of voting partly by electronic pre-meeting voting, whilst also allowing the adoption of voting by teleconference or video conference while participating from a remote location, for the next strata committee meeting of the owners corporation.

Motion Result: Passed by Simple Majority

Closure

There being no further business the Chairperson declared the meeting closed at 7:40 PM.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

MINUTES OF COMMITTEE MEETING

The Owners – Strata Plan No 94469
ALTITUDE
330 CHURCH STREET, PARRAMATTA, NSW, 2150

These are the minutes of the Committee Meeting for The Owners – Strata Plan No 94469 held at Video Conference: <https://meet.nswstrata.com.au/305577121> commencing at 6:00 PM on Monday 12 December 2022.

Pursuant to Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, pre-meeting electronic voting was authorised for this meeting.

Represented

<u>Name</u>	<u>Capacity</u>
FAYE KHALIL	Proxy To Lindsay Stevens
LINDSAY STEVENS	Committee member present
MATTHEW SANDERSON LOT 351	Committee member present

In Attendance

Sachin Sharma representing New South Wales Strata Management Pty Ltd.
MATT DAWSON LOT 67
HAYDON THOMAS (Building Manager)

Chairperson

Sachin Sharma representing New South Wales Strata Management Pty Ltd under delegated authority

Secretary

Sachin Sharma representing New South Wales Strata Management Pty Ltd under delegated authority

Apologies

Nil

1. DISCLOSURE OF PECUNIARY INTERESTS

- 1.1 That the meeting note any declaration by a member of the committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

Any member that wishes to declare a direct or indirect pecuniary interest should vote "Yes" to the motion and must notify the strata manager prior to the meeting of the interest so it can be noted in the minutes.

Members with no direct or indirect pecuniary interest to declare should vote "Yes" to the motion to confirm members with pecuniary interests will abstain from voting on such motions.

Motion Result: Passed by Simple Majority

Notes: Nil

2. MINUTES

- 2.1 That the minutes of the last Strata Committee meeting, held on **27/10/2022**, be confirmed as a true record and account of the proceedings at that meeting.

Motion Result: Passed by Simple Majority

3. BUILDING MANAGEMENT REPORT AND BUSINESS ARISING

- 3.1 That the Committee update itself on matters previously resolved.
Note : A4 signs for all levels in garbage chute rooms to be installed with proper instructions to only dispose allowed items in garbage Chute. And Circular to be drafted to all residents about procedure of rubbish removal for residents.

Refer attached BM Report

4. BUILDING DEFECTS

- 4.1 That the Strata Committee update itself on the building defect process and resolves next course of action.

Motion Result: Passed by Simple Majority

5. FINANCIALS

- 5.1 That the latest set of financials for the period 1/3/2022 to 22/11/2022 be tabled.

Motion Result: Passed by Simple Majority

6. STRATA HUB DELEGATION

- 6.1 That the strata committee acknowledge and authorise the following:
- a. Delegate to the strata manager the function of uploading available information/documents in the books and records required to comply with the Strata Schemes Management Regulations relating to the Office of Fair Trading “strata hub” in accordance with the existing terms of the Managing Agency Agreement.
 - b. Approve the payment of the strata manager's fees (additional services) for the work required at a rate of \$195.00 plus GST for initial upload of content and \$130.00* plus GST per annum for ongoing annual updating of Hub content in accordance with the existing terms of the Managing Agency Agreement.
 - c. Acknowledge the prescribed fee of \$3.00 per lot per annum (GST Exempt inclusive of any utilities lots) payable by the Owners Corporation to Service NSW and authorise managing agent to process the requisite payment on behalf of the Owners Corporation inclusive of any associated merchant fees.

Motion Result: Passed by Simple Majority

7. STRATA HUB EMERGENCY CONTACT

- 7.1 That the strata committee confirms the emergency contact for the scheme to be entered into the Strata Hub is the after-hours customer care line of the Managing Agent.

Motion Result: Passed by Simple Majority

8. PRE-MEETING ELECTRONIC VOTING - AUTHORISATION

- 8.1 That the Strata Committee consent to the conduct of future committee meetings to be held via electronic means including pre meeting electronic voting as directed and determined by the secretary.

Motion Result: Passed by Simple Majority

Closure

There being no further business the Chairperson declared the meeting closed at 7:15PM.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

MINUTES OF GENERAL MEETING

The Owners – Strata Plan No 94469
ALTITUDE
330 CHURCH STREET, PARRAMATTA, NSW, 2150

These are the minutes of the General Meeting for The Owners – Strata Plan No 94469 held via Video Conference commencing at 5:00PM on Tuesday 7th March 2023.

Pursuant to Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, pre-meeting electronic voting was authorised for this meeting.

Lots Represented

<u>Lot No</u>	<u>Name</u>	<u>Capacity</u>
16	Vicki Lyn Kimber	Electronic vote
26	Damian Lawrence Skelton	Owner present
67	Matthew Dawson	Owner present
74	Arun Sharma	Owner present
90	Kenal Kaptan	Electronic vote
91	Francis Palacio	Owner present
92	Karimbla Properties (NO 22) PL	Company Nominee present Eric Foust
138	Gary Ka Hoo Wong	Owner present
172	Maurice Chayboub	Owner present
173	Jonathan William Vencore	Paper vote
189	Fanny Cabrera	Owner present
196	Fouadi Khalil,	Proxy present to Lindsay Stevens
292	Nina Anna Laureti	Paper vote
298	Lindsay Stevens	Electronic vote
313	Damian Lawrence Skelton	Owner present
332	Rama Dwarapudi	Owner present
342	Simon A Bird	Electronic vote
351	Matthew John Sanderson	Owner present

In Attendance

Sachin Sharma representing New South Wales Strata Management Pty Ltd.

Chairperson

Sachin Sharma representing New South Wales Strata Management Pty Ltd

Secretary

Sachin Sharma representing New South Wales Strata Management Pty Ltd under delegated authority.

Apologies

Nil

Motions

1. MINUTES

- 1.1 That the minutes of the last general meeting of the Owners Corporation, held on 12/12/2022, be confirmed as a true record of the proceedings of that meeting.

Motion Result: Motion CARRIED.

2. ENTER DEED OF SETTLEMENT AND RELEASE

- 2.1 The owners corporation RESOLVES to:

(a) Agree to settle the current Supreme Court proceedings against Karimbla Construction Services Pty Ltd and Karimbla Properties (No. 22) Pty Ltd (together "Meriton") in respect of building defects in the common property of the strata scheme on the terms set out in the proposed draft Deed of Settlement and Release (said draft being dated 11 January 2023 and enclosed with the advice of Chambers Russell Lawyers dated 17 January 2023)("Deed");

(b) Authorise the strata committee and the strata managing agent (as applicable) to execute the Deed and affix the common seal in accordance with Section 273 of the Act of the Strata Plan to it as required to do so.

(c) Instruct Chambers Russell Lawyers to take all reasonable steps required to end the proceedings thereafter as provided for in the Deed.

Motion Result: Motion CARRIED. Motion is passed Unanimously.

3. REJECTING THE PROPOSED SETTLEMENT AND DEED

- 3.1 The owners corporation RESOLVES to:

(a) reject the proposed settlement of the legal proceedings against Karimbla Construction Services Pty Ltd and Karimbla Properties (No. 22) Pty Ltd (together "Meriton") in respect of building defects in the common property of the strata scheme;

(b) continue the legal proceedings against Meriton.

Motion Result: Motion DEFEATED.

Note : Motion called Redundant as Motion 2.1 was resolved.

4. PRE-MEETING ELECTRONIC VOTING - AUTHORISATION - STRATA GENERAL MEETING ONLY

- 4.1 That the Owners Corporation consent to the conduct of future general meetings to be held via electronic means including pre meeting electronic as directed and determined by the secretary.

Motion Result: Motion CARRIED.

Closure

There being no further business the Chairperson declared the meeting closed at 6:20pm.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

06 February 2023

GENERAL MEETING PRE-MEETING ELECTRONIC VOTING

THE OWNERS - STRATA PLAN NO 94469
330 CHURCH STREET, PARRAMATTA, NSW, 2150

Dear Owner,

Please find enclosed your notice, agenda, voting paper and associated supporting documents for the upcoming general meeting for Strata Plan 94469.

The Owners Corporation has by resolution, or under the current COVID provisions, determined this meeting will be held *wholly via pre-meeting electronic voting*. This means there will be no physical attendance at this meeting. Owners are asked to register their vote on the motions detailed in the accompanying agenda by either returning a voting paper, or by accessing an electronic voting platform. Further instructions on the requirements for meetings held in this manner have been included in the meeting instructions attached with this notice.

The Meeting is scheduled to be held as follows:

DATE:	Tuesday 28 February 2023
COMMENCEMENT:	10:00 AM
CLOSE OF BALLOT:	10:00 AM on Monday 27 February 2023.

The attached document contains:

- ✓ **Notice of Meeting:** Which details the date, time and location of the meeting.
- ✓ **Agenda:** List of items for consideration at the meeting.
- ✓ **Instructions:** Including attendance, meeting procedures and voting rights.
- ✓ **Attachments:** Supporting documents and forms for voting and updating of your details.

We ask that you read the information carefully as the matters to be considered will impact the running of your scheme and sets out your rights and responsibilities in respect of the meeting.

Please also consider registering your email address using the attached form to receive agendas and minutes of meetings, and other notices via email.

Please contact our office if you require any further information or assistance in relation to the meeting.

Regards
Sachin Sharma
Licensed Strata Managing Agent
Liability limited by a scheme approved under Professional Standards Legislation.

NOTICE OF GENERAL MEETING

THE OWNERS - STRATA PLAN NO 94469
ALTITUDE
330 CHURCH STREET, PARRAMATTA, NSW, 2150



The meeting is scheduled to commence at 10:00 AM on Tuesday 28 February 2023.



The meeting will be held wholly via pre-meeting electronic voting.

How to Vote:

Vote by Email: See the attached ballot paper for instructions.

Vote Online: Refer to the email you received with this notice for your voting link.

Note: You must have received this notice by email in order to vote online. If you have received this notice by post and wish to vote online, please contact our office to request a voting link, and consider registering for email delivery as described below.

Voting Closure:

24 hours prior to the commencement of the meeting being 10:00 AM on Monday 27 February 2023.

Important Note: As this meeting is being conducted wholly via pre-meeting electronic voting, the legislation requires all ballot papers (voting papers) to be submitted and registered 24 hours before the commencement date and time of the meeting. Therefore, in order to register your vote your voting papers must be submitted by no later than 10:00 AM on Monday 27 February 2023 to be counted and eligible to vote. Any ballot paper of a voter registered will be recorded as informal if the voter has failed to record a vote within the specified times or in accordance with the information provided in this notice.

AGENDA

Preliminaries

CHAIRPERSON FOR THE MEETING:

That the meeting elect a chairperson.

CALLING OF THE ROLL:

Those Present by Voting Paper; Present by Proxy; Voting rights; Those in Attendance; Apologies.

Motions

1. MINUTES

Motions

- 1.1. That the minutes of the last general meeting of the Owners Corporation, held on 12/12/2022, be confirmed as a true record of the proceedings of that meeting.

Explanatory Note

Clause 8 (1) (a) of Schedule 1 to the Act requires that any general meeting of a strata scheme include a form of a motion to confirm the minutes of the last general meeting.

2. ENTER DEED OF SETTLEMENT AND RELEASE

Motions

- 2.1. The owners corporation RESOLVES to:

(a) agree to settle the current Supreme Court proceedings against Karimbla Construction Services Pty Ltd and Karimbla Properties (No. 22) Pty Ltd (together "**Meriton**") in respect of building defects in the common property of the strata scheme on the terms set out in the proposed draft Deed of Settlement and Release (said draft being dated 11 January 2023 and enclosed with the advice of Chambers Russell Lawyers dated 17 January 2023) ("**Deed**");

(b) authorise the strata committee and the strata managing agent (as applicable) to execute the Deed, and affix the common seal in accordance with **Section 273** of the Act of the Strata Plan to it as required to do so.

(c) instruct Chambers Russell Lawyers to take all reasonable steps required to end the proceedings thereafter as provided for in the Deed.

Explanatory Note

Refer to the advice dated 17 January 2023 of Chambers Russell Lawyers regarding the negotiations and draft Deed of Settlement & Release ("**Deed**"). As the Altitude building is large and there are many recurring defects of the same type, the parties negotiated an in principle settlement (instead of continuing the Supreme Court proceedings to a full hearing) for a third party expert to determine the dispute. Following the third party expert's determination and findings on the defects, Meriton will return to the strata scheme to fix the defects. Entering into the Deed will end the legal proceedings, and the owners corporation will not be able to sue Meriton for any of the defects and can only enforce its rights under the Deed. The owners corporation's legal costs of the proceedings and costs of the reference will be determined under the Deed, first by the expert determiner then if the parties cannot agree on an amount for those costs, by a Costs Expert. In the alternative, the owners corporation in general meeting should resolve to reject the proposed settlement as provided for in the Motion below.

Annexure D was too big to attach to the Notice, but an email copy is available on request from NSW Strata.

3. REJECTING THE PROPOSED SETTLEMENT AND DEED

Motions

- 3.1. The owners corporation RESOLVES to:

(a) reject the proposed settlement of the legal proceedings against Karimbla Construction Services Pty Ltd and Karimbla Properties (No. 22) Pty Ltd (together "**Meriton**") in respect of building defects in the common property of the strata scheme;

(b) continue the legal proceedings against Meriton.

Explanatory Note

In the alternative to agreeing to the proposed settlement under the draft Deed, the owners corporation should make clear in doing so it rejects the proposed settlement including on the understanding the current proceedings need to continue as advised by Chambers Russell Lawyers.

Annexure D was too big to attach to the Notice, but an email copy is available on request from NSW Strata.

4. PRE-MEETING ELECTRONIC VOTING - AUTHORISATION - STRATA GENERAL MEETING ONLY

Motions

- 4.1. That the Owners Corporation consent to the conduct of future general meetings to be held via electronic means including pre meeting electronic as directed and determined by the secretary.

Explanatory Note

The current legislation permits an Owners Corporation to conduct general meetings via electronic means including by either partially or wholly via pre meeting electronic voting provided a resolution permitting the conduct of meetings in this format has been resolved by majority resolution of the Owners Corporation. This meeting format provides a quick and efficient method for an Owners Corporation to pass resolutions required to make decisions regarding the administration and governance of your scheme. The purpose of this motion is to seek the consent of the Owners Corporation to use this as a permitted general meeting format which can be used when considered appropriate by the secretary of the Owners Corporation.

INSTRUCTIONS

Meeting Procedures and Voting Rights for a General Meeting

Definitions

Act – *Strata Schemes Management Act 2015*.

Regulations – *Strata Schemes Management Regulations 2016*.

Special Requirements – Pre-meeting Voting

The Act and Regulations provide alternate means of voting for owners corporations and strata committees including conducting of meeting entirely via pre meeting electronic voting. This means a physical meeting is not held but rather the resolution of the motions contained in the agenda are determined by owners registering their vote for each motion via the submission of a voting or 'ballot' paper. In this instance that ballot paper will be accessed and registered via an electronic voting platform the details of which have been provided with this notice of meeting.

There are specific requirements placed on lot owners and the owners corporation when conducting a meeting wholly by pre meeting electronic voting. These requirements include (but are not limited to):

- The owners corporation or strata committee must determine the format of this meeting by formal resolution (ordinary resolution)
- A motion for an election (such as that of a strata committee) cannot be determined via this format.
- Electronic means of voting may include requiring voters to access a voting website and to vote in accordance with directions contained on that website.
- A motion that is to be determined wholly by pre-meeting electronic voting may not be amended at the meeting for which the pre-meeting electronic voting is conducted.
- The timeframe for the ballot closes 24 hours before the commencement of the meeting. This means all ballot papers must be submitted in full 24 hours before the commencement of the meeting at which the matter is to be determined,
- The secretary must ensure that the form for the electronic ballot paper contains—
 - a. instructions for completing the ballot paper, and
 - b. the question or motions to be determined, and
 - c. the means of indicating the voter's choice on the question to be determined.
- The secretary must, at least 7 days before the meeting at which the matter is to be determined, give each person entitled to vote—
 - a. access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this clause, and
 - b. access to information about—
 - i. how the ballot paper must be completed, and
 - ii. the closing date of the ballot, and
 - iii. if voting is by email, the address where the ballot paper is to be returned, and
 - iv. if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and
 - c. access to an electronic form of declaration requiring the voter to state—
 - i. his or her name, and
 - ii. the capacity in which the person is entitled to vote, and
 - iii. in the case of a matter that requires a special resolution, the voter's unit entitlement, and
 - iv. if the vote is a proxy vote, the name and capacity of the person who gave the proxy.
- Each person entitled to vote must vote in accordance with the instructions contained in the information.
- The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.

Informal votes

- A ballot paper of a voter who votes by means of pre-meeting electronic voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.
- If voting is carried out by pre-meeting electronic voting using a voting website or other electronic application, the website or application is to provide a warning message to a person casting an informal vote that the proposed vote is informal.

Ascertaining result of pre-meeting electronic voting

- As soon as practicable after the close of a ballot conducted by pre-meeting electronic voting, the secretary of the owners corporation must—
 - a. review all information and reports about the electronic ballot,
 - b. reject as informal any votes that do not comply with the requirements of this Regulation,
 - c. ascertain the result of the electronic ballot.
 - d. The secretary must, at the meeting to consider the matter for which the pre-meeting electronic voting was held, inform the persons present of the result of the ballot.

Meeting Attendance

In person

- There is no mechanism to attending a meeting conducted wholly via pre-meeting electronic voting in person.

By Proxy

- You are able to continue to appoint a proxy to vote on your behalf at a meeting to be held wholly via pre electronic voting, however; we would encourage to register your vote directly rather than utilising this option. If you still wish to appoint a proxy you will need to complete the proxy form enclosed with this meeting notice and return to our office for checking.

NOTE:

For schemes comprising of less than 100 lots you can return the proxy form any time up to the commencement of the meeting.

For schemes comprising more than 100 lots the proxy must be returned and received by the secretary/ or managing agent no later than 24 hours prior to the commencement of the meeting. If your proxy is received after this period (or is complete) the proxy is unable to be legally registered for voting purposes.

Notwithstanding the above statutory provisions, we recommend all owners ensure their proxies are registered with the office of the managing agent well in advance of the meeting. This will allow our office to verify receipt, advise of any compliance issues with the proxy form and minimise and administration delays during the conduct of the meeting itself.

- When completing the proxy form, it is important you ensure all sections of the form are completed correctly and in full. The return of an incorrect or incomplete proxy form will prohibit the proxy being registered for voting purposes. Some key areas to note are as follows:
 - Proxy must be dated
 - All names on title must be filled out (and signed by)
 - The name of the nominated proxy holder must be clearly specified (and any alternate proxy)
 - The term of the appoint must be indicated
 - Any restrictions on voting instructions must be specified. This must include any or authority (or otherwise) for the proxy holder to nominate anyone to the strata committee.
 - If the appointment of a managing agent is to be considered voting instruction under section 3 the proxy form must be completed.
- The total number of proxies that may be held by a person (other than proxies held by the person as a co-owner of a lot) voting on a resolution are as follows:
 - If the Strata Scheme has 20 lots or less, one;
 - If the Strata Scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.

NOTE: Recent changes in legislation now provide for a person owning multiple lots in the same strata scheme to be able to appoint a single proxy in respect to all the lots despite circumstance where the above limits are normally placed on the holding of proxies.

- A proxy given to a building manager, on-site residential manager or Strata Managing Agent is invalid if it would obtain or assist in obtaining a pecuniary interest for or confer or assist in conferring any other material benefit on, the proxy.
- Developer (the original owner) restrictions:
 - For the purposes of determining an election for officers of the Owners Corporation or members of the Strata Committee (other than in the case of a poll), the vote of an original owner is to be reduced to one-third of the votes the owner would otherwise have (ignoring any fraction);
 - An original owner cannot vote by proxy or power of attorney on any matter if that proxy or power of attorney was given to it under a contract for the sale of a lot or under an associated contract or arrangement. Accordingly, any provision in a contract for the sale of a lot or associated contract or arrangement that requires the lot owner to give the developer a proxy or power of attorney will be ineffective since that proxy or power of attorney cannot be used;
 - Additionally, any contract to that effect or a term of contract of that kind is unenforceable; and,
 - The original owner or lessor of a leasehold Strata Scheme is not entitled to vote, or exercise a proxy vote, on a matter concerning building defects in, or the rectification of building defects in, building work.

Quorum and Voting Rights

Clause 8, Schedule 1 to the Act requires that the provisions determining a quorum must be included in the notice.

Clause 17, Schedule 1 to the Act specifies the quorum provisions in the following terms:

- **Quorum required for motion or election**

A motion submitted at a General Meeting of an Owners Corporation must not be considered, and an election must not be held, unless there is a quorum present to consider and vote on the motion or on the election.

- **When a quorum exists**

A quorum is present at a meeting only in the following circumstances:

- if not less than one-quarter of the number of persons entitled to vote on the motion or election are present either personally or by duly appointed proxy,
- if not less than one-quarter of the aggregate unit entitlement of the Strata Scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or at the election,
- if there are 2 persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than one owner in the Strata Scheme and the quorum otherwise calculated under this subclause would be less than 2 persons.

- A person who has voted, or intends to vote, on a motion or at an election at a meeting by a permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.

- **Procedure if no quorum**

If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson may:

- adjourn the meeting for 7 days, or
- declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

- **Quorum for adjourned meeting**

If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

Note: This includes any proxies registered for the original meeting.

Types of Resolutions

- There are three (3) core types of resolutions you will encounter within a meeting of your scheme:
 - **Ordinary resolution:** This is the most common type of motion you will encounter within a strata meeting. The motion is passed if a standard majority of the votes cast are in favour of it;
 - **Special resolution:** This motion requires a higher threshold for passing of a motion and are most commonly seen for matters pertaining to changes to the common property, and changes to by laws for your scheme. The motion is passed if not more than 25% of the value of votes cast are against the resolution. The value of votes cast for special resolutions is calculated on the basis of unit entitlement.
 - **Unanimous resolution:** The motion is passed if no vote is cast against it.
 - **Poll vote:** A poll can be called for or requested for any motion put to a meeting. In a poll vote, votes are calculated on the basis of unit entitlements.
- If you are an owner, your vote does not count if a vote is cast on the same motion by:
 - the mortgagee shown on the strata roll for your lot;
 - the covenant chargee shown on the strata roll for your lot; or
 - in the case of multiple mortgagees or covenant chargees the priority mortgagee or chargee shown on the strata roll for your lot.
 - and if you have received at least two days' notice from the mortgagees or covenant chargees of their intention to exercise their priority vote.

Annexure to this meeting notice

1. FINALISED AGREED DEED OF SETTLEMENT (CLEAN)_151
 2. Annexure A - Agreed Works
 3. Annexure E Brief to Janet Grey dd 12 Jan 23
 4. Draft Annexure B to Deed dd 11 Jan 22
- Proxy Form
Email Authority Form
Company Nominee Form

Deed of Agreement

The Owners—Strata Plan No 94469

Karimbla Construction Services Pty Ltd (ACN 093 419 875)

Karimbla Properties (No. 22) Pty Ltd (ACN 115 509 478)

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Details

Date

2022

Parties

Name	The Owners—Strata Plan No 94469	
Description	OC	
Notice Details	Address	c/- NSW Strata Management Suite 2.02, Level 2 21 Solent Circuit Baulkham Hills NSW 2153
	Attention	Sachin Sharma

Name	Karimbla Construction Services Pty Ltd	
ACN	093 419 875	
Description	Builder	
Notice Details	Address	Level 11, 528 Kent Street Sydney NSW 2000

Name	Karimbla Properties (No. 22) Pty Ltd	
ACN	115 509 478	
Description	Developer	
Notice Details	Address	Level 11, 528 Kent Street Sydney NSW 2000

Background

- A. The Builder constructed the Strata Scheme for the Developer at the Property.
- B. The OC is the relevant owners corporation for the Strata Scheme at the Property.
- C. The OC alleges the Alleged Defects exist in the original construction of the Strata Scheme, and repairs done after completion.
- D. The OC commenced the Proceedings against the Builder and the Developer in respect of the Alleged Defects.
- E. The Parties have served various evidence in the Proceedings.
- F. The Parties have agreed for the Builder to fix certain Alleged Defects.
- G. The Parties attended a mediation on 15 August 2022 and 3 November 2022, to discuss the best way forward to resolve outstanding issues and bring the Proceedings to finality.
- H. The Parties have agreed to an expert determiner (being Janet Grey) to:
 - (i) undertake further investigations of certain alleged recurring and systemic defects making up part of the Alleged Defects; and
 - (ii) determine the disputed defects making up part of the Alleged Defects.

- I. Without any admissions whatsoever, the OC, the Builder and the Developer have now agreed to resolve the claims for the Alleged Defects and the Proceedings by way of Expert Determination, in the terms set out in this Deed.

1 Definitions and Interpretation

1.1 Definitions

In this document the following words and expressions have the meaning shown unless the context requires otherwise:

Abandoned Items means those Alleged Defects listed in the Deed Schedule which are not to be dealt with as Agreed Items, or by the Expert Determination Process as Category A Items, Category B Items, Category C Items, or Category D Items. These items are labelled “Abandoned” in the Deed Schedule.

Access Order means an order for access under Section 124 of the *Strata Schemes Management Act 2015* (NSW).

Agreed Items means the items marked as agreed in the column labelled "Agreed" in the schedule comprising Annexure A to this Deed, being items that are agreed as to a scope of works to be done by the Builder as the Agreed Works as set out in this Deed.

Agreed Works means the scopes of work for the Agreed Items set out in Annexure A to this Deed.

Alleged Defects means all alleged defects identified in the:

- (a) Report prepared by Mr George Dahrie of Noviion (Part 1) dated 26 November 2018 (“**Noviion Report (Part 1)**”);
- (b) OC's Amended Technology and Construction List Statement filed 14 February 2019;
- (c) Report prepared by Mr Dahrie of Noviion (Part 2) dated 28 February 2019 (“**Noviion Report (Part 2)**”);
- (d) letter from Chambers Russell Lawyers to Meriton Group dated 3 May 2019 regarding alleged water leakage;
- (e) Report prepared by Mr Dahrie of Noviion (Windows) dated 30 September 2019 (“**Noviion Window Report**”);
- (f) Report prepared by Mr David Woods of Liquid Hydraulics Pty Ltd dated 4 May 2021 (“**Liquid Report**”);
- (g) Report prepared by Mr Dahrie of Noviion (Unit 3402) dated 10 March 2020 (“**Noviion Report (Unit 3402)**”);
- (h) Report prepared by Mr Dahrie of Noviion (Repairs) dated 11 March 2020 (“**Noviion Repairs Report**”);
- (i) Report prepared by Mr Beau Zaia of Credwell Consulting Pty Ltd dated 26 April 2021 (“**Credwell Report 1**”);
- (j) Report prepared by Mr John Butterworth of Ironbridge Engineering Pty Ltd dated 22 June 2021 (“**Ironbridge Report**”);
- (k) Report prepared by Mr Clive Girling of Solution Consultants Pty Ltd dated 29 June 2021 (“**Solution Report**”);
- (l) letter from Chambers Russell Lawyers to Meriton Group dated 22 September 2021 regarding alleged façade defects;
- (m) letter from Chambers Russell Lawyers to Meriton Group dated 7 June 2022 regarding systemic issues; and

- (n) Report prepared by Mr Zaia of Credwell dated 15 July 2022 ("**Credwell Report 2**").

Builder's Expert means

- (a) such of:
- (i) George Zakos of G.L. Zakos and Associates; or
 - (ii) Peter Karsai of Karsai Consulting; or
 - (iii) Ian Laurie of Watermark Services Group; or
 - (iv) Nathan Halstead of AE&D Pty Ltd; or
 - (v) Paul Jones of Enercon Engineering;
- as applicable; or
- (b) another expert appointed by the Builder in replacement of one of the experts in sub-clause 1.1(a) above and notified in writing to, and agreed by the OC.

Building Contract means the contract dated 20 January 2011 entered into between the Builder and Developer, pursuant to which the Builder agreed, subject to the terms and conditions thereof, to perform certain design and construction works (including the Works) in connection with the development of the Project.

Business Day means any day except a public holiday throughout New South Wales, a Saturday or a Sunday, or 27, 28, 29, 30 and 31 December.

Category A Items means the Alleged Defects identified as such in the Deed Schedule (being items which are agreed by the Parties as to be repaired by the Builder, but the Parties have not agreed on the scope to rectify same).

Category B Items means the items identified as such in the Deed Schedule, which the Parties agree require further investigation (to the extent that the Parties have identified and agreed that those items are defects and, thereafter, on the technical details for those investigations, such are as set out in Annexure "B" to this Deed).

Category C Items means the Alleged Defects identified as such in the Deed Schedule (being items which are allegedly recurring and systemic requiring further investigations to determine the extent and locations of the issues throughout the remainder of the building, separately to the identified individual instances dealt with otherwise in the Agreed Works or the Deed Schedule).

Category D Items means the items identified as such in the Deed Schedule (being Alleged Defects in dispute between the Parties).

Category E Items means the Alleged Defects identified as such in the Deed Schedule (being items which the Parties agree have been rectified by the Builder).

Claims means all past, present or future claims for relief of any kind whatsoever including all actions, suits, demands, liabilities (whether arising at law, in tort, in equity, pursuant to statute or otherwise) arising out of, in connection with or in relation to:

- (a) the Alleged Defects; and
- (b) all claims made in the Proceedings.

Commencement Date means:

- (a) in respect of the Agreed Works, the date for the Builder to commence those works detailed in the Construction Programme for same to be provided 56 days from the Effective Date (or as agreed to in writing by the Parties); and
- (b) in respect of the Expert Determination Works, the date for the Builder to commence those works detailed in the Construction Programme for same to be provided 56 days (or as agreed to in writing by the Parties) from obtaining the Expert Determination (subject to clause 2.3(f) of this Deed).

Consent Orders means the Consent Orders in the Proceedings at Annexure "C" to this Deed.

Construction Programme means the indicative programme to be provided in writing by the Builder, with the assistance of the Project Manager, to the OC for each relevant stage of the Rectification Work detailing:

- (a) the proposed commencement and Practical Completion dates,
- (b) the indicative sequence of the Rectification Work for that stage (to be updated each month or as required),
- (c) the dates required for access to the Site for same, allowing the Project Manager and/or the OC to provide at least 2 weeks' clear notice of such to residents and with the agreed intent to provide the maximum reasonable notice to residents so as to ensure access is obtained for same.

The Construction Programme is not a detailed construction programme but an indicative schedule prepared by the Builder with the assistance of the Project Manager.

Court means the Supreme Court of New South Wales and, for the purposes of corresponding with same, the List Judge in charge of the Technology & Construction List of the Supreme Court.

Deed means this Deed including any annexures hereto.

Deed Schedule means the schedule at Annexure "D" to this Deed.

Effective Date means the date on which the Parties enter into this Deed (including by exchange of executed counterparts of this Deed as provided for in this Deed).

Expert Determiner means Janet Grey, or the person agreed by the Parties under clause 2.3 of this Deed.

Expert Determiner Brief means the brief at Annexure "E" to this Deed.

Expert Determination means the determination of the Expert Determiner issued in accordance with Clause 2.3(f) of this Deed.

Expert Determination Process means the process set out in clause 2.3 of this Deed and the Expert Determination Brief.

Expert Determination Work means the scopes of rectification work as determined by the Expert Determiner in relation to the items that are referred to in the Expert Determination Process, to be set out in the Expert Determination.

HBA means the *Home Building Act 1989* (NSW).

Land means the whole of the land at 330 Church St, Parramatta in the State of New South Wales.

Lot means an individual lot forming part of the Strata Plan.

OC's Expert means:

- (a) such of:
 - (i) an officer or employee of Noviiion Engineering Pty Ltd (excluding George Dahrie); or
 - (ii) John Butterworth of Ironbridge Engineering Pty Ltd; or
 - (iii) Beau Zaia of Credwell Consulting Pty Ltd; or
 - (iv) David Wood of Liquid Hydraulics Pty Ltd; or
 - (v) Clive Girling of Solution Consultants Pty Ltd;
- as applicable; or

- (b) another expert appointed by the OC in replacement of one of the experts in sub-clause (a) above and notified in writing to, and agreed by the Builder.

Parties means the OC, Builder and Developer.

Parties' Experts means the OC's Expert(s) and the Builder's Expert(s) (collectively, as applicable).

Practical Completion means when the relevant stage of the Rectification Work is completed except for any omissions or defects that do not prevent that stage of the Rectification Work from being reasonably capable of being used for its intended purpose.

Proceedings means Supreme Court of NSW Proceedings No. 2018/00368211 commenced by the OC on 29 November 2018 against the Builder and the Developer.

Project means the development project undertaken by the Builder for the Developer to construct the building named "Altitude" at 330 Church Street, Parramatta in the State of New South Wales, including the Works;

Project Manager means the person(s) appointed under clause 2.5 of this Deed.

Property means that part of the Site comprising the Strata Scheme.

Rectification Work means:

- (a) the Agreed Work; and
- (b) the Expert Determination Work,

each of which are stages, which is to be performed by the Builder in accordance with this Deed.

Settlement Sum means the sum of \$150,000 (excluding GST), comprising:

- (a) \$18,715 (excluding GST) for the OC's incurred repair costs; and
- (b) \$131,285 (excluding GST) for an interim payment towards the OC's costs of the Proceedings.

Site means the areas within the Land the subject of the Strata Scheme where the Builder is undertaking the Rectification Work, during the period(s) within which the Builder is actually undertaking the Rectification Work in those areas.

Statutory Warranties means the warranties provided in Section 18B of the HBA.

Strata Plan means Strata Plan No 94469 for the Strata Scheme.

Strata Scheme means the residential strata scheme the subject of Strata Plan No 94469.

WHS Legislation means means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW) as amended, replaced or updated from time to time.

Works means all work performed by or on behalf of the Builder in connection with the Project.

1.2 Interpretation

In the interpretation and application of this document, unless the context otherwise requires:

- (a) any reference to the background, or any schedule, attachment or exhibit, is a reference to that thing which is part of this document;
- (b) in calculating any period of time commencing from a particular day, the period commences on the following day and the following day counts as part of that period;

- (c) where an expression, word or phrase is given a particular meaning, then other parts of speech based on that expression, word or phrase and other grammatical forms of that expression, word or phrase, have corresponding meanings;
- (d) the rule of interpretation which sometimes requires that a document be interpreted to the disadvantage of the party which put the document forward, does not apply;
- (e) a reference to this document or any other agreement, arrangement or document, includes any variation, novation, supplementation or replacement of them;
- (f) where an expression is defined anywhere in this document, it has the same meaning throughout;
- (g) a reference to any gender includes all genders;
- (h) headings are for convenience of reference only and do not affect interpretation;
- (i) a mention of anything after include, includes or including, does not limit what else might be included;
- (j) if an example is given of anything, including an example of a right, obligation or concept, the example does not limit the scope of that thing;
- (k) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and also any subordinate legislation issued under, that legislation or legislative provision;
- (l) a reference to dollars or \$ is to an amount in Australian currency;
- (m) the singular includes the plural and vice versa;
- (n) a reference to any party to this document or to any other document or arrangement, substitutes (including, without limitation, any person taking by novation), successors and permitted assigns;
- (o) a reference to a person includes a body corporate, partnership, joint venture, incorporated or unincorporated association, authority, state, government, or government or quasi-government body;
- (p) a reference to anything (including any amount) is a reference to the whole or any part of it (except that nothing in this provision excuses a party from performing the whole of an obligation just because they have performed part of the obligation);
- (q) an agreement, undertaking, representation or warranty by or in favour of two or more persons, binds or is for the benefit of all of them jointly and each of them individually.

2 Operative Provisions

2.1 Settlement Sum & Rectification Work

- (a) The Builder and the Developer are jointly and severally liable to pay the Settlement Sum to the OC within 28 days of the Effective Date, to the following account details for the OC:
 - (i) Name: SP 94469
 - (ii) BSB: 182222
 - Account Number: 221219728

- (b) The portion of \$131,285 of the Settlement Sum for the OC's costs of the Proceedings is paid as a gesture of goodwill towards the OC's costs of the Proceedings, and is not intended to resolve or settle the issues of any claim for such costs. Payment of the \$131,285 will be offset against any costs of the Proceedings that are determined to be paid under clause 2.4 of this Deed.
- (c) The Builder must bring to Practical Completion each stage of the Rectification Work by the date for Practical Completion notified in the Construction Programme for that stage as provided for in this Deed, subject to the provisions of this Deed dealing with extensions of time for Practical Completion.
- (d) The Builder is to bear the cost of doing the Rectification Works.

2.2 Agreed Works

The Builder will provide a Construction Programme for the Agreed Works to the OC within 56 days of the Effective Date (or longer as agreed to in writing by the Parties).

2.3 Expert Determination

- (a) The Parties agree that the Alleged Defects (excluding Agreed Items, Abandoned Items, and Category E Items) are to be dealt with by the Expert Determination Process as set out in the Joint Brief.
- (b) The Parties will enter into a joint retainer agreement with the Expert Determiner ("**Joint Retainer**").
- (c) The Expert Determiner under the Joint Retainer will:
 - (i) act as an independent expert according to the Expert Determiner Brief;
 - (ii) unless otherwise agreed by the Parties, undertake investigation works and determine the dispute or difference in accordance with this Deed;
 - (iii) if reasonable and necessary during any investigation works by the Expert Determiner undertaken as part of the Expert Determination Process as set out in Joint Brief, retain the assistance of a suitably qualified engineer or consultant if any of the matters the subject of the Expert Determination Process are outside of the Expert Determiner's expertise or field of knowledge and which the Parties' Experts are unable to assist;
 - (iv) provide their expert opinion according to law;
 - (v) take into consideration all relevant documents, information and other written and oral material that the Parties place before the Expert Determiner which the Expert Determiner considers to be within the scope of his or her role;
 - (vi) undertake all actions necessary to determine the scope of his or her role;
 - (vii) use his or her professional judgment, knowledge and skill;
 - (viii) undertake all necessary action to facilitate an expeditious and cost effective determination in accordance with this Deed; and
 - (ix) otherwise proceed in such manner as the Expert Determiner thinks fit.
- (d) If at any time before completion of the Expert Determination the subject of this clause 2.3, there ceases to be an Expert Determiner, the Parties shall appoint a new Expert Determiner in accordance with this clause (and take the

necessary and reasonable steps to appoint the new Expert Determiner and if not agreed, have the Resolution Institute to nominate one).

- (e) The Parties agree that the Expert Determiner will first investigate the Category A Items, Category B Items, Category C Items and Category D Items by undertaking the investigations the Expert Determiner determines are necessary (as set out in the Expert Determiner Brief).
- (f) The Expert Determiner will then issue her determinations for all of the Category A Items, Category B Items, Category C Items, and Category D Items.
- (g) As part of the Expert Determination, the Expert Determiner shall make a determination as to the OC's claim for costs of the Expert Determination for which the Builder and Developer is liable, in whole or in part ("**Expert Determination Costs Finding**"), noting that the Parties are sharing the costs of the Expert Determination in the interim. The Expert Determiner is not to make a determination as to the quantum of such costs payable, which will be dealt with under clause 2.4 of this Deed after the Expert Determiner has issued the Expert Determination. The Expert Determiner shall be entitled to seek submissions from the Parties as to this issue of costs of the Expert Determination as part of the Expert Determination process.
- (h) The Expert Determination is final and binding unless otherwise agreed in writing by the Parties, and shall not be subject to review or challenge except with respect to an error of law, minor slippage (such as typographical errors) or denial of natural justice.

2.4 Costs Determination

- (a) The Parties acknowledge and agree that:
 - (i) the OC is entitled to some amount of costs of the Proceedings from the Builder and Developer (and which the portion of \$131,285 of the Settlement Sum, as set out in clause 2.1(b) above, is a payment in respect of);
 - (ii) the Parties cannot agree on a proportion or an amount for the OC's entitlement to legal and expert costs of the Proceedings until receipt of the Expert Determination.
- (b) Following receipt of the Expert Determination, the Parties shall make written submissions to the Expert Determiner regarding the appropriate methodology and finding as to the OC's legal and expert costs of the Proceedings.
- (c) The Expert Determiner will proceed in such manner as the Expert Determiner thinks fit for the procedure in determining the issue of the costs of the Proceedings.
- (d) The Expert Determiner shall make a determination as to the basis or nature of the OC's entitlement to recover its costs of the Proceedings, in part or in whole ("**Costs Determination**"). The Costs Determination is not a cost assessment of the amount payable by reference to the OC's invoices to date, but is either a finding that the OC is entitled to its costs of the Proceedings on the ordinary basis or (if not on that basis) a finding as to what percentage or proportion of costs on the ordinary basis the OC is entitled to.
- (e) The Parties shall have 28 days from receipt of the Costs Determination (or such other time agreed by the Parties) to reach an agreement on the amount payable for the Expert Determination Costs Finding (although the Parties may reach agreement about same prior) and the Costs Determination.
- (f) If no agreement is reached, the Parties agree to submit the issue regarding the quantum of the costs payable as a result of the Expert Determination

Costs Finding and/or Costs Determination to an expert referee for determination ("**Costs Expert**"). If the Parties cannot agree on the identity of the Costs Expert within 14 days of being unable to reach agreement under clause 2.4(e), then any of the Parties may request in writing (copied to the other Parties) that such an expert be nominated by the NSW Chapter of the Resolution Institute.

- (g) The Costs Expert will deal with the assessment of costs payable as if it was an application for costs assessment to the Supreme Court of NSW, but otherwise subject to this expert determination process. The Costs Expert will make a determination that is final and binding between the Parties regarding the quantification of the OC's legal and expert costs of the Expert Determination Costs Finding and/or the Proceedings ("**Costs Assessment**").
- (h) Upon receipt from the Costs Expert, the amount of the Costs Assessment is (after offsetting the amount of \$131,285 paid in respect of such costs in the Settlement Sum per clause 2.1(b)) a debt jointly and severally due and payable by the Builder and the Developer to the OC within 28 days.
- (i) The Expert Determination Costs Finding, the Costs Determination and/or the Costs Assessment, as required, shall not be affected or informed, by the fact that there has been no Court orders as to costs in the proceedings as provided for in the Consent Orders.
- (j) The Parties acknowledge that by entering this Deed, it is intended that the issues of costs would be determined by the Expert Determiner and Costs Expert (if required) in place of the Court.
- (k) The Parties agree that the Expert Determiner is entitled to take into consideration the extent of and the nature of the Abandoned Items (which were part of the proceedings however have not formed part of the Expert Determination) when making its Costs Determination. The Parties may make submissions with respect to the Abandoned Items under clause 2.4(b) above.

2.5 Project Manager

- (a) The OC will nominate in writing to the Builder and Developer a person or company to be the Project Manager within 14 days of the Effective Date (or such other date agreed by the Parties).
- (b) The OC will engage the person or company as the Project Manager. The Project Manager will owe duties and obligations to the OC under a retainer or agreement with the OC (not subject to this Deed).
- (c) If, at any time before Practical Completion, there ceases to be a Project Manager, the OC may engage a new Project Manager in accordance with this clause.
- (d) If the OC engages a new Project Manager, it shall give prompt written notice to the Builder and Developer of the details of the new Project Manager and the Builder will be afforded an extension of time should the Rectification Works be delayed due to this engagement.
- (e) The OC on the one part, and the Builder and Developer (jointly and severally) on the other, shall pay the Project Manager's fees (including GST) in equal parts for undertaking the role set out in this Deed (including the Project Manager undertaking inspections under clause 2.16 of this Deed). The OC will ensure that invoices are issued by the Project Manager addressed to the OC and separately to the Builder and/or Developer for each of their shares, including so that the receiving party may claim the GST component of such as an Input Tax Credit to the extent applicable.

- (f) The role of the Project Manager is to:
- (i) be the point of contact between the OC and Builder (and Developer) for the undertaking of the Rectification Works;
 - (ii) assess and provide instructions regarding any authority approvals to be submitted by the Builder and Developer under clause 2.9 of this Deed;
 - (iii) liaise with the OC, OC's strata manager, OC's building manager, lot owners and tenants to arrange access for the Rectification Work;
 - (iv) liaise with the Parties' Experts (excluding George Dahrie of Noviion) regarding the Rectification Work, to the extent applicable or required;
 - (v) inspect the progress of the Rectification Work, including at appropriate points as required and notified in writing by the Project Manager;
 - (vi) liaise with and assist the Builder with finalising and updating the Construction Programme for each stage of the Rectification Work;
 - (vii) attend weekly site meetings (unless agreed otherwise);
 - (viii) attend site inspections at applicable "hold points" (as required, agreed and indicated in the Construction Programme or between the Builder and the Project Manager);
 - (ix) issue reasonable directions to the Builder and Developer regarding the Rectification Work as provided for in this Deed;
 - (x) issue replies to the Builder and Developer regarding any requests for reasonable variations from the Builder to the Rectification Works (necessary because of factors outside the control of the Builder or Developer) and if the Builder disputes the Project Manager's reply it may issue a written notice of Dispute under clause 2.18 of this Deed;
 - (xi) assess and determine claims for extension of time under clause 2.7 of this Deed;
 - (xii) assess and determine the PC Notice and provide the PC Assessment Notice under clause 2.15 of this Deed; and
 - (xiii) anything else required under another clause of this Deed for the proper undertaking of the Rectification Works.

2.6 Proceedings

- (a) On the Effective Date the Parties shall, by their legal representatives, execute the Consent Orders and take all necessary steps thereafter to file with the Court and ensure the Consent Orders are made promptly.

2.7 Extension of Time

- (a) The Builder will be entitled to a reasonable extension of time to the date for Practical Completion of each stage of the Rectification Work as notified in the relevant Construction Programme, if it is delayed or disrupted in performing the relevant stage of the Rectification Work by:
- (i) a cause of delay or disruption which is beyond the Builder's reasonable control; or

- (ii) any act or omission of the OC, lot owners or occupiers of the lots within the Strata Scheme (or the employees, agents, or contractors of any of them).
- (b) For the avoidance of any doubt, the matters the subject of this clause include but are not limited to any delay or disruption by reason of:
 - (i) government lockdowns or requirements in connection with COVID-19;
 - (ii) requirements to ensure the safety of the Builder's employees, agents, contractors or independent experts in connection with COVID-19, including but not limited to complying with the requirements of a "fully vaccinated person" as defined under any Public Health Order issued under the *Public Health Act 2010*;
 - (iii) any act or omission of the OC, lot owners or occupiers of the lots within the Strata Scheme (or the employees, agents, contractors or independent experts of any of them) to:
 - (A) refuse to comply with health and safety requirements to ensure the health and safety of the Builder's employees, agents, contractors or independent experts in connection with COVID-19;
 - (B) refuse to provide the Builder or its employees, agents, contractors or independent experts access due to COVID-19 related reasons;
 - (C) refuse to perform the obligations under this Deed including but not limited to any refusal by the OC or its expert to perform the obligations under this Deed due to COVID-19 related reasons

(together, "**COVID-19 Related Reasons**").
- (c) If:
 - (i) the OC does not provide reasonable access to the Builder, its employees, agents and subcontractors in accordance with clause 2.14(a); or
 - (ii) access is not provided due to a COVID-19 Related Reason;

and, as a result, the Builder is delayed in carrying out the relevant stage of the Rectification Work ("**Incomplete Works**"), the OC will allow the Builder a reasonable extension of time in which to complete the Incomplete Works.
- (d) The Builder must make a request for an extension of time under this clause (an "**EOT Request**") in writing to the Project Manager, which:
 - (i) sets out the basis and details of the cause of the need for same;
 - (ii) sets out the period of the extension of time said to be required as a result;
 - (iii) provides an updated Construction Programme for the relevant stage of the Rectification Work, including any amended date for Practical Completion of the relevant stage.
- (e) The Project Manager on receipt of an EOT Request will determine whether the Builder is reasonably entitled to an extension of time and provide its written notice of its assessment to the Builder within 10 Business Days of receipt of the EOT Request.

- (f) If the Builder disputes the Project Manager's assessment of an EOT Request, then the Builder may issue a notice of a Dispute under clause 2.18 of this Deed.
- (g) If any extension of time has the effect that Practical Completion for a stage of the Rectification Work is extended to a date that is after 16 December of a year, an extension of time to the period for Practical Completion of that stage of the Rectification Work of 16 calendar days shall be automatically agreed to by the OC to allow for the Christmas and New Year construction industry shut down period.

2.8 Warranties

The Builder warrants that in performing the Rectification Work, those works will:

- (a) comply with the Statutory Warranties; and
- (b) be performed by appropriately licenced subcontractors and tradesmen.

2.9 Authority Approvals

If the approval of any statutory or other authority is required in connection with the performance of the Rectification Work, the Builder must promptly apply for and pay all fees for such approval. Such includes any requirements for relevant registered design(s) under the *Design and Building Practitioners Act 2020* (NSW) and *Design and Building Practitioners Regulation 2021* (NSW).

2.10 Insurance

Before commencing the Rectification Work, the Builder must effect and maintain and provide to the OC a certificate of currency (and a copy of the relevant policy schedule(s) and policy wording(s) if requested by the OC in writing) in respect of the following insurances:

- (a) a public liability policy for an amount in respect of any one occurrence not less than \$10 million;
- (b) a worker's compensation policy for all persons employed by the Builder; and
- (c) any professional indemnity policy required for the Rectification Work as required under Parts 2 and 3 of the *Design and Building Practitioners Act 2020* (NSW) and under Part 6 of the *Design and Building Practitioners Regulation 2021* (NSW).

2.11 Care of the works

The Builder must do all that is reasonably necessary to:

- (a) protect the Rectification Work; and
- (b) protect the property of the OC, the lot owners and occupiers of the lots in the Strata Scheme from damage and personal injury or death in connection with the performance of the investigations under this Deed (if undertaken by the Builder) and the Rectification Work.

2.12 Damage to property

The Builder will make good any loss or damage to the Rectification Work or the property of the OC, lot owners or occupiers of the lots within the Strata Scheme caused by the Builder, its employees, agents or subcontractors.

2.13 Cleaning up

The Builder must:

- (a) keep the Site clean and tidy;
- (b) progressively remove from the Site all rubbish and waste resulting from carrying out the Rectification Work;

- (c) leave all areas and structures of the Strata Scheme affected by the Rectification Work in at least as good a state of repair as they were in when the Rectification Work commenced; and
- (d) comply with any reasonable instruction or directions from the Project Manager regarding cleaning up the Site or the Builder's obligations under this clause.

2.14 Builder Access

- (a) The OC must provide reasonable access to the Builder, its employees, agents and subcontractors and the Project Manager:
 - (i) in accordance with each Construction Programme (and any amendments thereto) to perform the Rectification Work as required during the hours 7.30am to 5.00pm between Monday and Friday;
 - (ii) where there is an emergency;
 - (iii) as may otherwise be reasonably requested in writing by the Builder.
- (b) If the Builder requires access to a Lot forming part of the Strata Scheme:
 - (i) the consent of the owner and/or occupier of the Lot will be required and the Builder must not enter without such consent;
 - (ii) a minimum of 15 Business Days' written notice to the OC and Project Manager for access to a Lot must be given (or such other time agreed by the Parties);
 - (iii) subject to clause 2.14(d), if consent for access to a Lot is not given, the OC may, in its absolute discretion, seek an Access Order;
 - (iv) if it becomes necessary for the OC to apply for an Access Order, written notice of this intention must be given to the Builder.
- (c) The OC will use its best endeavours to arrange reasonable access for the Builder to allow it to perform work in blocks of time and in groups of units to allow a full day's work to be performed whenever possible.
- (d) If the Builder is unable to access a particular area or Lot on two separate occasions, having given the OC at least 15 Business Days prior written notice of the date(s) upon which the Builder requires access to that particular area or Lot, the OC will:
 - (i) seek an Access Order (in which case the Builder is entitled to an appropriate extension of time under clause 2.7); or
 - (ii) delete the investigative work or Rectification Work for which the relevant access was required, after consent has been withheld on two separate occasions,

and the OC has 5 business days from receipt of notice of the second failed occasion for access to notify the Builder whether it will seek an Access Order or delete the investigation work or Rectification Work. If no such notice is issued, then (ii) is deemed to apply.
- (e) If the Project Manager or the Builder (as applicable) determine that a unit or car space is uninhabitable as a result of the relevant part of the Rectification Works being undertaken, then the Builder must at its cost arrange for and provide equivalent reasonable short term alternative accommodation or a car space for the resident(s) as close as reasonably available in the area, preferably a serviced apartment or car space in the Project. Uninhabitable means:
 - (i) any condition that makes the unit or car space unfit or unsafe to inhabit or use; or

- (ii) there is a lack of sanitary facilities, such as no bathroom or toilet operational, outside of working hours or on the weekend, when the unit would reasonably be expected to be habitable; or
- (iii) there is a lack of water or electricity outside of working hours or on the weekend, when the unit would reasonably be expected to be habitable,

For clarity, if there is a dispute regarding whether or not a unit or car space is uninhabitable or the provision of equivalent reasonable short term alternative accommodation or car space then either party may issue a notice of Dispute under clause 2.18.

2.15 Project Manager Inspections

- (a) The OC shall appoint the Project Manager to undertake the role set out in clause 2.5(f) and including to inspect the Rectification Work at appropriate points as required and agreed in writing by the Project Manager and Builder when preparing and updating the Construction Programmes ("**Hold Points**") to confirm the performance of the Rectification Work complies with the scope of works in the Agreed Works and/or Determination Works (as applicable). If the Builder does not agree with the Hold Points under this clause of this Deed, then the Builder may issue a written notice of Dispute under clause 2.18 of this Deed.
- (b) The Builder shall provide reasonable notice to the Project Manager of the expected time and date of the Hold Points being reached (if different to the dates provided in the Construction Programmes), so as to enable the Project Manager to have a representative attend and inspect the Rectification Works at the Hold Point.
- (c) The Builder shall be entitled to have such of the Builder's Experts of its own choosing as relevant attend and inspect at the relevant Hold Points, at its own cost.
- (d) If:
 - (i) the Builder fails to provide reasonable and sufficient notice to the Project Manager to attend a Hold Point and opportunity for the Project Manager to inspect the Hold Point (including because such was omitted from the Construction Programme); and
 - (ii) the Project Manager is unable to inspect the Hold Point or stage of Rectification Works prior to the Hold Point because such are covered up or completed ("**Covered Works**"),

then:

- (A) the Project Manager may issue a direction reasonably required to satisfy itself that the Covered Works comply;
- (B) the Project Manager's direction regarding the Covered Works may include, but is not limited to, the Builder:
 - (1) demolishing and re-doing the Covered Works, where reasonable and only if clauses 2.15(d)(B)(2) and (3) cannot reasonably satisfy the request (at the Builder's cost);
 - (2) providing proof of compliance by way of photographs and/or videos of the completion of the Covered Works;
 - (3) producing compliance certificates from the relevant persons undertaking the Covered Works (the Project Manager having reasonable discretion as to whether or not

to accept such certificates as evidence of the work having been done as certified).

- (e) If the Builder does not agree with a direction issued by the Project Manager under clause 2.15(d) of this Deed, then the Builder may issue a written notice of Dispute under clause 2.18 of this Deed.

2.16 Completion

- (a) When the Builder considers that a stage of the Rectification Work has reached Practical Completion, it shall notify the OC and Project Manager in writing ("**PC Notice**").
- (b) The Project Manager shall inspect that stage of the Rectification Works
 - (i) within 10 Business Days of the relevant PC Notice; or
 - (ii) if the Project Manager (or its representative) is not available to inspect within 10 Business Days of the relevant PC Notice, then within 10 Business Days after giving written notice to the Builder that the Project Manager is not available to inspect within 10 Business Days of the relevant PC Notice (where the inspection must take place within a reasonable time),

notify the Parties:

- (A) whether it agrees that the Rectification Work in that stage of the Rectification Work has been completed; or
- (B) if it considers that the Rectification Work in that stage has not been completed, of the items of the Rectification Work in that stage which have not been completed, giving detailed reasons,

("PC Assessment Notice")

and when the Builder considers that it has completed these items, this clause 2.16 shall re-apply.

- (c) If the Project Manager fails to provide the notice in clause 2.16(b):
 - (i) The Builder shall issue a final notice to the OC and the Project Manager, providing the OC and the Project Manager with a further 5 Business Days to notify the Builder of the matters to be the subject of any PC Assessment Notice ("**Final PC Notice**"); and
 - (ii) the OC or the Project Manager fail to respond to the Final PC Notice within 5 Business Days, Practical Completion of the relevant stage of the Rectification Work will be deemed to have occurred on the date of the relevant PC Notice.
- (d) If a dispute or difference arises between the OC and the Builder in relation to:
 - (i) whether or not Practical Completion has been achieved for any stage of the Rectification Work; or
 - (ii) any extension to the Date for Practical Completion of any stage of the Rectification Work,

the Parties agree that such disputes or differences must be dealt with as a dispute under clause 2.18. Any such referral will not relieve the Parties from their obligations to comply with all other terms of, and procedures arising under this Deed.

2.17 Work Health and Safety

- (a) The OC engages the Builder as the principal contractor in accordance with the applicable WHS Legislation for the Rectification Work and authorises the

Builder to have management and control of the parts of the Site where Rectification Work is to be undertaken to discharge the duties of a principal contractor.

- (b) The Builder accepts its engagement as the principal contractor for the Rectification Work from the date access is provided to the Site in accordance with clause 2.14 until the date of Practical Completion of the last of the Rectification Work.

2.18 Dispute Resolution

- (a) Except for matters to be dealt with by the Expert Determination Process and Costs Determination as provided for in this Deed, in the event of a dispute arising under this Deed with respect to the undertaking of Rectification Works ("**Dispute**") then,
 - (i) either Party may give the other Party and Project Manager within ten (10) Business Days a written notice of Dispute adequately identifying and providing details of the Dispute; and
 - (ii) within ten (10) Business Days after receiving a notice of Dispute, the Parties shall confer at least once (along with the Project Manager as necessary) to attempt to resolve the Dispute or to agree on a method of doing so. At every such conference each Party shall be represented by a person having authority to agree to such resolution or method. All aspects of every such conference except the fact of occurrence shall be privileged.
- (b) If the dispute does not involve the Developer, then the OC and the Builder may agree in writing to allow the Developer to remove itself from the process under this clause.
- (c) If the Dispute has not been resolved within twenty (20) Business Days of service of the notice of Dispute, that dispute shall be and is hereby referred to an independent expert and either Party may issue to the other Party written notice that the Dispute has been referred to independent expert determination (a "**Dispute Referral Notice**"). Such independent expert determination shall be in accordance with the *Resolution Institute Expert Determination Rules 2016* as hereinafter modified.
- (d) In the event of a Dispute Referral Notice being issued in accordance with clause 2.18(c) above it is agreed that:
 - (i) the Parties shall attempt in good faith to agree upon the identity of an independent expert to carry out the independent expert determination under this Deed ("**Independent Expert**") within ten (10) Business Days of the Dispute Referral Notice being issued and if the Parties are unable to so agree within that period, the Parties must then request that the Chair of Resolution Institute (New South Wales – Sydney Chapter) nominate an expert to act as the Independent Expert for the purposes of this Deed;
 - (ii) if, at any time before completion of any independent expert determination, there ceases to be an Independent Expert, the Parties shall appoint a new Independent Expert in accordance with this clause;
 - (iii) the Parties will in good faith procure and do all things necessary to ensure the Independent Expert will carry out the role of the Independent Expert under this Deed;
 - (iv) in the event of any independent expert determination, the Independent Expert appointed will have the authority to determine

which of the Parties shall pay the costs of the independent expert determination;

- (v) the costs of the Independent Expert will be shared equally by the Parties at first instance and subject to any later determination of who is to pay the costs of the independent expert determination by the Independent Expert; and
- (vi) the independent expert determination shall be final and binding on the Parties and shall not be subject to review or challenge except with respect to an error of law or denial of natural justice.

2.19 Release & Bars

- (a) Upon the Effective Date, except as provided for under this Deed, the OC releases the Builder and the Developer (including their related entities, directors, employees, subcontractors, assignees or successors) from the Claims.
- (b) This Deed may be pleaded as a full and complete defence by the Builder and the Developer in bar to any claim, suit, demand or proceedings commenced now or in the future arising out of, in connection with or in relation to the Claims. This bar does not prevent the enforcement of rights under this Deed by any party to this Deed.

3 General

3.1 Confidentiality

- (a) This Deed and its contents are confidential.
- (b) Disclosure of information and any other matter agreed to be confidential by this Deed is not authorised unless:
 - (i) it is for the purpose of enforcing this Deed or any of the terms of it;
 - (ii) a party has prior written consent of all parties, which consent shall not be unreasonably withheld; or
 - (iii) a party is compelled by law to make the disclosure; or
 - (iv) the disclosure is made in confidence to a party's professional legal or financial advisors for the bona fide purposes of obtaining legal or financial advice, or on the part of the OC for the purpose of communicating the details and contents of the Deed to its constituent owners.

3.2 Warranty and acknowledgement

- (a) Each of the signatories to this Deed represents and warrants to the other that it:
 - (i) entered into this Deed voluntarily;
 - (ii) has full authority to enter into this Deed on behalf of the party on whose behalf it has executed this Deed and to bind that party to the terms of this Deed;
 - (iii) has had adequate opportunity to obtain competent legal and other professional advice concerning the terms and effect of this Deed;
 - (iv) has had the opportunity to negotiate the terms of this Deed; and
 - (v) considers that the terms of this Deed are binding upon them according to its terms.

- (b) Each party acknowledges that in executing this Deed it is acting for its own account and is not relying on any representations, information or advice which may have been given by or on behalf of the other parties.

3.3 Severance

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions of this Deed, and with the intent of giving effect to the Deed.

3.4 Amendments

No amendment, variation or modification of this Deed is effective unless in writing and signed (in one or more counterparts) by each of the parties.

3.5 Counterparts

This document may be signed in any number of counterparts and each of those counterparts taken together constitute one and the same document. A party may rely on an electronically produced copy of this document or a counterpart, and the signatures and other marks in it, as though it is an original. This document is binding on each signatory despite any other signatory not having signed it.

3.6 Entire Agreement

This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, representations, agreements, warranties and understandings between the parties in connection with the subject matter.

3.7 Further Steps

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other parties may reasonably require to give full effect to the terms and conditions of this Deed and this paragraph shall subsist notwithstanding completion hereof. Each party shall give effect to the terms of this Deed in a timely manner.

3.8 Governing Law

This Deed is governed by and is to be interpreted according to the laws in force in New South Wales. The parties submit to the exclusive jurisdiction of the courts operating in New South Wales.

3.9 Notices

Any notice, request, demand, consent or approval to be given by or to a party under this Deed:

- (a) may be given in writing by or to the solicitor acting for that party in relation to this Deed or by or to any other person that one of the Parties advises is an authorised recipient for it by written notice to the other Parties; and
- (b) will be presumed to have been so received:
 - (i) in the case of email, on the Business Day following successful transmission; and
 - (ii) in the case of post, on the fourth Business Day after posting,

unless evidence sufficient to raise doubt about the presumption is adduced.

3.10 GST

In accordance with Ruling GSTR2001/4, no taxable supply (as defined by *A New Tax System (Goods and Service Tax) Act 1999* (Cth)) is made under this Deed, and the Settlement Sum to be paid to the OC as set out in this Deed do not include any amount of GST. Alternatively, if GST is assessed on the Settlement Sum or the various

amounts as set out in this Deed, then the Settlement Sum and those various amounts must include any GST payable.

3.11 Consideration

In entering into this Deed, the Parties agree that valuable consideration is given by each of them in consequence of the promises and releases as set out in this Deed.

3.12 Application of the *Civil Liability Act 2002 (NSW)*

- (a) The parties acknowledge and agree that:
 - (i) this document makes express provision for their rights, obligations and liabilities under this document with respect to all matters to which the *Civil Liability Act 2002 (NSW)* applies as contemplated by section 3A (2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision of this document that is prevented by Part 2 of the *Civil Liability Act 2002 (NSW)* is severed to the extent so prevented.

Signing page

Signed sealed and delivered by each party as a Deed

The common seal of
**The Owners—Strata
Plan No 94469 was
affixed on**
/ /2022

in the presence of the
person(s) authorised
by section 273 of the
*Strata Schemes
Management Act
2015* (NSW)

Signature of Authorised Person

Title

Common seal of The Owners—Strata Plan
No. 94469

full name

Executed by
**Karimbla
Construction
Services Pty Ltd
(ACN 093 419 875)** in
accordance with
section 127 of the
*Corporations Act
2001* (Cth)

sign

sign

office (director or secretary)

office (director or secretary)

full name

full name

Executed by
**Karimbla Properties
(No. 22) Pty Ltd
(ACN 115 509 478)** in
accordance with
section 127 of the
*Corporations Act
2001* (Cth)

sign

sign

office (director or secretary)

office (director or secretary)

full name

full name

Annexure A Agreed Works

Annexure B Category B Investigations

Annexure C Consent Orders

Form 1 (version 4)

SHORT MINUTES OF ORDER

COURT DETAILS

Court	SUPREME COURT
Division	EQUITY
List	TECHNOLOGY & CONSTRUCTION
Registry	SYDNEY
Case number	2018/00368211

TITLE OF PROCEEDINGS

Plaintiff	THE OWNERS—STRATA PLAN NO 94469
First Defendant	KARIMBLA CONSTRUCTION SERVICES PTY LTD (ACN 093 419 875)
Second Defendant	KARIMBLA PROPERTIES (NO. 22) PTY LTD (ACN 115 509 478)
Number of Defendants	2

PREPARATION DETAILS

Prepared for	The Owners—Strata Plan No 94469, Plaintiff
Legal representative	Paul Jurdeczka, Chambers Russell Lawyers
Legal representative reference	PSJ:AKM:SYD180892
Contact name and telephone	Andrus Must, (02) 8248 2800
Contact email	amust@chambersrussell.com.au

SHORT MINUTES OF ORDER

The Court orders by consent:

- 1 Proceedings dismissed.
- 2 No order as to costs.

SIGNATURE

Signature of legal representative
Capacity	Solicitor for the Plaintiff
Date of signature	[INSERT DATE]

Signature of legal representative
Capacity	Solicitor for the First & Second Defendants
Date of signature	[INSERT DATE]

Annexure D Deed Schedule

Annexure E Expert Determiner Brief

No.	Report reference	Lot or CP	Unit No	Location of defect	Description of defect	HBA breach	Scope of Works	Builder Response and Proposed Scope of Works	Category
1199	NR1, Table 1 Defect Schedule item 1217, p 834	Lot	1102	Lounge room window	Latch of lounge room window is non-operational	See section 18(a) and (c) as detailed at Table 1, Defect Schedule, item 1217, p 834	See Rectification as detailed at Table 1 Defect Schedule, item 1217, p 834 of the NR1	Agreed. Rectification in accordance with NR1 report.	Agreed
7343	Solution Consulting, Item E2, p23	Lot	Unit 705	-	The cabling serving the socket is not secured and there are parts of the cable with exposed single insulated conductors.	Section 18B 1(a), 1(c) and 1(f) of the Home Building Act 1989 NSW	See rectification as detailed at Solution Consulting, Item 11.2.7 p26	Agreed. Rectification in accordance with SCSG report.	Agreed
7344	Solution Consulting, Item E2, p23	Lot	Unit 502	-	The cabling serving the socket is not secured and there are parts of the cable with exposed single insulated conductors.	Section 18B 1(a), 1(c) and 1(f) of the Home Building Act 1989 NSW	See rectification as detailed at Solution Consulting, Item 11.2.7 p26	Agreed. Rectification in accordance with SCSG report.	Agreed
7346	Solution Consulting, Item E2, p23	Lot	Unit 4404	-	The cabling serving the socket is not secured and there are parts of the cable with exposed single insulated conductors.	Section 18B 1(a), 1(c) and 1(f) of the Home Building Act 1989 NSW	See rectification as detailed at Solution Consulting, Item 11.2.7 p26	Agreed. Rectification in accordance with SCSG report.	Agreed
7347	Solution Consulting, Item E2, p23	Lot	Unit 3402	-	The cabling serving the socket is not secured and there are parts of the cable with exposed single insulated conductors.	Section 18B 1(a), 1(c) and 1(f) of the Home Building Act 1989 NSW	See rectification as detailed at Solution Consulting, Item 11.2.7 p26	Agreed. Rectification in accordance with SCSG report.	Agreed
7348	Solution Consulting, Item E2, p23	Lot	Unit 3107	-	The cabling serving the socket is not secured and there are parts of the cable with exposed single insulated conductors.	Section 18B 1(a), 1(c) and 1(f) of the Home Building Act 1989 NSW	See rectification as detailed at Solution Consulting, Item 11.2.7 p26	Agreed. Rectification in accordance with SCSG report.	Agreed
7349	Solution Consulting, Item E2, p23	Lot	Unit 2401	-	The cabling serving the socket is not secured and there are parts of the cable with exposed single insulated conductors.	Section 18B 1(a), 1(c) and 1(f) of the Home Building Act 1989 NSW	See rectification as detailed at Solution Consulting, Item 11.2.7 p26	Agreed. Rectification in accordance with SCSG report.	Agreed
7350	Solution Consulting, Item E2, p23	Lot	Unit 1206	-	The cabling serving the socket is not secured and there are parts of the cable with exposed single insulated conductors.	Section 18B 1(a), 1(c) and 1(f) of the Home Building Act 1989 NSW	See rectification as detailed at Solution Consulting, Item 11.2.7 p26	Agreed. Rectification in accordance with SCSG report.	Agreed

7351	Solution Consulting, Item E2, p23	Lot	Unit 1208	-	The cabling serving the socket is not secured and there are parts of the cable with exposed single insulated conductors.	Section 18B 1(a), 1(c) and 1(f) of the Home Building Act 1989 NSW	See rectification as detailed at Solution Consulting, Item 11.2.7 p26	Agreed. Rectification in accordance with SCSG report.	Agreed
7352	Solution Consulting, Item E2, p23	Lot	Unit 706	-	The cabling serving the socket is not secured and there are parts of the cable with exposed single insulated conductors.	Section 18B 1(a), 1(c) and 1(f) of the Home Building Act 1989 NSW	See rectification as detailed at Solution Consulting, Item 11.2.7 p26	Agreed. Rectification in accordance with SCSG report.	Agreed
7365	Solution Consulting, Item E6, p39	Common Area	-	Alternative levels - 26 in total	Rising Submain Cabling not adequately secured. Line taps have been installed in a non-compliant manner.	Section 18B 1(a), 1(c) and 1(f) of the Home Building Act 1989 NSW	See rectification as detailed at Solution Consulting, Item 11.6.7 p43	Agreed.	Agreed
7367	Solution Consulting, Item E8, p47	Common Area	-	Alternative levels - 26 in total	The arrangement of the equipment that comprises the on-floor apartment or tenant electrical metering is not in accordance with the requirements of the NSW Service and Installation Rules.	Section 18B 1(a), 1(c) and 1(f) of the Home Building Act 1989 NSW	See rectification as detailed at Solution Consulting, Item 11.8.7 p49	Agreed. Rectification in accordance with SCSG report.	Agreed
7368	Solution Consulting, Item E9, p49	Common Area	-	Every meter panel - alternate floors throughout the residential tower	The meter remote reading communications cable is not securely installed.	Section 18B 1(a), 1(c) and 1(f) of the Home Building Act 1989 NSW	See rectification as detailed at Solution Consulting, Item 11.9.7 p53	Agreed. Rectification in accordance with SCSG report.	Agreed
7374	Solution Consulting, Item E15, p76	Common Area	-	Basement main switch room	The access arrangement for the main switch room is not code compliant.	Section 18B 1(a), 1(c) and 1(f) of the Home Building Act 1989 NSW	See rectification as detailed at Solution Consulting, Item 11.15.7 p77	Agreed. Rectification in accordance with SCSG report.	Agreed
7375	Solution Consulting, Item E16, p78	Common Area	-	Level 34 - Main electrical riser	The submain cable has not been installed in an approved manner.	Section 18B 1(a), 1(c) and 1(f) of the Home Building Act 1989 NSW	See rectification as detailed at Solution Consulting, Item 11.16.7 p80	Agreed. Rectification in accordance with SCSG report.	Agreed

INSERT 2022

Janet Grey
PO Box 1788
Rozelle 2039

BY EMAIL

Email: jgarch@ozemail.com.au

Dear Ms Grey,

The Owners—Strata Plan No 94469 v Karimbla Constructions Services Pty Ltd & Anor
Supreme Court Case No. 2018/00368211
Property: "Altitude", 330 Church Street PARRAMATTA NSW 2150

We refer to the above matter and advise that we act on behalf of The Owners—Strata Plan No. 94469 ("**Owners Corporation**").

Karimbla Constructions Services Pty Ltd (ACN 093 419 875) ("**First Defendant**") and Karimbla Properties (No. 22) Pty Ltd (ACN 115 509 478) ("**Second Defendant**") are companies that are part of "Meriton Group" and for the purposes of this brief are collectively referred to as "**Meriton**".

The current Supreme Court proceedings relate to a building defects claim for extensive and numerous alleged defects (including alleged recurring and systemic defects) in the relevant strata scheme, which is part of a larger building, against the First and Second Defendants as the relevant builder and developer of the building.

A mediation took place on 15 August 2022 as the result of which an agreement was reached inter alia to retain an expert determiner to deal with the alleged defects (including recurring and systemic defects) which remain in dispute (which is the vast majority of those claimed).

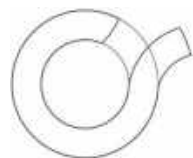
The parties have entered into an agreement to engage you as an expert determiner to resolve the issues in dispute. Upon entering the agreement, the Owners Corporation will dismiss the proceedings.

We write to jointly brief you as an expert determiner, in order that you may determine certain liability issues in dispute in the proceedings as set out in this brief.

1 Background

- 1.1 The Owners Corporation is the registered proprietor of the common property ("**Common Property**") in the residential strata scheme created by the registration of

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strata plan no. 94469 ("**Strata Plan**"). The strata scheme that is the subject of the Strata Plan ("**Strata Scheme**") comprises of a 377 lot strata apartment complex, located at 330 Church Street, Parramatta, known as "Altitude".

- 1.2 The building comprises a stratum with other lots, including serviced apartments owned and managed by Meriton Property Services Pty Ltd (there is a separate East Tower solely comprising Meriton serviced apartments that was part of the development, but does not form part of the Strata Scheme, nor a part of this brief). There are 54 levels of residential apartments with 377 residential sole occupancy units in the West Tower comprising the Strata Scheme above the mezzanine and ground levels, with four parking levels underneath.
- 1.3 The Common Property was built by the First Defendant (holding builder's license 117574C) under a Development Deed dated 20 January 2011 with the Second Defendant, who was the developer of the Strata Scheme for the purposes of the *Home Building Act 1989* (NSW) ("**HBA**").
- 1.4 The Strata Plan was registered on 3 February 2017 and the relevant Final Occupation Certificate was issued on 1 December 2018.

Defects

- 1.5 In 2018, the Owners Corporation engaged Mr George Dahrie of Noviiion Engineering Pty Ltd ("**Noviiion**") to inspect all residential units and common areas in the Strata Scheme for defects. On 5 October 2018, Mr Dahrie provided a version of the first part of his report, which identified significant alleged defects discovered throughout the Strata Scheme (noting there are 2,309 identified in the first part of his report).
- 1.6 On 29 November 2018, the Owners Corporation commenced proceedings against Meriton due to an apparent approaching 6-year warranty period for "major defects" on 1 December 2018. It was then advised the building had been constructed under a 2011 agreement subject to the previous 7-year warranty period for all defects.
- 1.7 In early 2019, the First Defendant attended the site after discussions with the building manager and undertook various repairs in respect of certain defects detailed in the first part of the Noviiion report, without written agreement in place.
- 1.8 Accordingly, the Owners Corporation elected to have Noviiion inspect the Strata Scheme again to check that repair work, including trying to identify what scope of repairs had been undertaken.

Investigations

- 1.9 In 2019, in an attempt to avoid the time and costs in having to inspect all units and common areas in the Strata Scheme, the Owners Corporation and Meriton agreed in principle that the Owners Corporation would obtain a representative sample assessment of alleged defects and then the parties would engage in a constructive dialogue to resolve the matter.
- 1.10 In early 2021, the parties agreed to a timetable for further evidence and orders for service of specialist expert reports on different categories of defects within 8 weeks. Such was delayed inter alia by the COVID pandemic and health order restrictions in the time since.
- 1.11 Towards the end of 2021, the Owners Corporation's experts attended the Strata Scheme to undertake further inspections and engaged in discussion with Meriton's experts with respect to the alleged general building, façade, and hydraulic defects throughout the scheme.
- 1.12 The Owners Corporation has and continues to undertake further investigations (dealt with in full at paragraph 1.19 below).

Plaintiff's evidence served to date

- 1.13 No order for the formal service of all the Plaintiff's evidence has been made to date.
- 1.14 The Plaintiff's evidence served to date is as follows:

- (a) Report prepared by Mr George Dahrie of Noviion (Part 1) dated 26 November 2018 ("**Noviion Report (Part 1)**").
- (b) Report prepared by Mr Dahrie of Noviion (Part 2) dated 28 February 2019 ("**Noviion Report (Part 2)**").
- (c) Report prepared by Mr Beau Zaia of Credwell Consulting Pty Ltd dated 26 April 2021 ("**Credwell Report 1**").
- (d) Report prepared by Mr Zaia of Credwell dated 15 July 2022 ("**Credwell Report 2**").
- (e) Report prepared by Mr David Woods of Liquid Hydraulics Pty Ltd dated 4 May 2021 ("**Liquid Report**").
- (f) Report prepared by Mr Dahrie of Noviion (Unit 3402) dated 10 March 2020 ("**Noviion Report (Unit 3402)**").
- (g) Report prepared by Mr Dahrie of Noviion (Repairs) dated 11 March 2020 ("**Noviion Repairs Report**").
- (h) Report prepared by Mr John Butterworth of Ironbridge Engineering Pty Ltd dated 22 June 2021 ("**Ironbridge Report**").
- (i) Report prepared by Mr Dahrie of Noviion (Windows) dated 30 September 2019 ("**Noviion Window Report**").
- (j) Report prepared by Mr Clive Girling of Solution Consultants Pty Ltd dated 29 June 2021 ("**Solution Report**").
- (k) Documents produced by Sunbright Aluminium Pty Ltd.
- (l) Documents produced by HL Group Pty Ltd.

Defendants' evidence served to date

1.15 The Defendants' evidence served to date is as follows:

- (a) Report prepared by Mr Peter Karsai of Karsai Consultants Pty Ltd dated 9 April 2020 ("**Karsai Report**").
- (b) Report prepared by Mr George Zakos of G.L Zakos & Associates Pty Ltd dated 15 October 2020 ("**Zakos Report**").
- (c) Report prepared by Mr McGill of WSG dated 21 December 2021 ("**WSG Report**").
- (d) Report prepared by Mr Paul Jones of Enercon Engineering Pty Ltd dated February 2022 ("**Enercon Report**").
- (e) Report prepared by Mr Nathan Halstead of AE&D Pty Ltd dated 3 February 2022 ("**AE&D Report**").

Master Defects List

1.16 We **enclose** in soft copy the Owners Corporation's Master Defects List ("**MDL**") which has itemised all defects identified in the expert reports listed at paragraph [1.134-42](#) (but for the Noviion Repairs Report) above. We note that there are:

- (a) a total of 8,861 individual alleged defects itemised in the MDL; and
- (b) 42 issues (the items with the prefix "S" in the number at the bottom of the schedule) alleged to be recurring or systemic.

1.17 At this stage, Noviion has inspected about 66% of units and all common areas. The various specialist experts have inspected most to all common areas, and about 10-20% of units depending on the expert.

1.18 We note that "recurring" refers to alleged defects which have been found in various inspected locations and would appear likely appear to be found in other locations within

the building, but the exact locations and frequency cannot be determined without inspecting each location.

- 1.19 We note that “systemic” refers to alleged defects which have been found in various inspected locations with sufficient frequency that where they are expected to be found elsewhere in the building and can be extrapolated with some confidence so as to direct where and what repairs are necessary.
- 1.20 A schedule of the alleged recurring and systemic issues which require further investigations is as follows:

General Defects	
Noviion Report (Part 1 & Part 2)	
1.	Section 5.1 – Inadequate falls in shower recess
2.	Section 5.2 – Inadequate falls in the balcony.
3.	Section 5.3 – Missing overflows.
4.	Section 5.4 – Inadequate glazing certificates for glass balustrades, windows, sliding doors and shower screens.
5.	Section 5.5 – Unpainted doors tops and bottoms.
6.	Section 5.6 – Inaccessible inspection hole in built-ins making air-conditioning units unavailable for servicing.
7.	Section 5.7 – Fading of window and door frames.
8.	Section 5.8 – Efflorescence staining on window and door frame.
9.	Section 5.9 – Paint overrun on window door frame.
10.	Section 5.10 – Poor paint application.
11.	Section 5.11 – Poor paint and sealant application to shadow line.
12.	Section 5.12 – Fire door not certified.
13.	Section 5.13 – Poorly set plasterboard.
14.	Section 5.14 – Separation cracking.
15.	Section 5.15 – Overflow not waterproofed.
Noviion Window Report	
16.	Section 5.1 – Poor installation of gaskets and sealants.
17.	Section 5.2 – Excessive adhesive sealant marks
18.	Section 5.3 – Construction debris on glass panel
19.	Section 5.4 – Defective retrofitting of balcony flashing.
20.	Section 5.5 - Defective retrofitting of window flashing.
Fire & Life Safety Defects	
Credwell Reports 1 & 2	
21.	Section 5.2 – Fire protection of different types of service penetrations are non-compliant.
22.	Section 5.3 – Fire door installation.
Faced and Glazing Defects	
Ironbridge Report	
23.	Section 4 – Glazing markings, capacity, delamination, discolouration, recommending rope inspection with builder to identify extent of the issues.
24.	Section 5 – Window framing defects recommending rope inspection with builder to identify extent of the issues.
25.	Section 6 – Construction debris recommending rope inspection with builder to identify the extent of the issues.
26.	Section 7 – Sun shading defect regarding the sun fins and sun shades.
27.	Section 8 – Serviceability issue regarding shower screen, balustrade deflections, awning window latches, and balcony doors.
Hydraulic Defects	
Liquid Report	
28.	Item 1 – Incorrectly installed dishwashing machine discharge outlet hose.
29.	Item 2 – Air-conditioning drain directly connected to sewer.
30.	Item 3 – Shower and floor waste outlets in bathrooms, ensuites and laundries have not been installed correctly.

31.	Item 4 – Floor waste outlet in the bathroom is not aligned correctly.
32.	Item 5 – Rainwater outlets are partially blocked by debris, cement and tilers' grout within pipe and outlet.
33.	Item 8 – Adequate rainwater overflows have not been installed for the balconies.
Electrical Defects	
Solution Report	
34.	Section 9.2, Item E2 – Lightning sockets cabling.
35.	Section 9.2, Item E3 – Electrical accessory cover plates.
36.	Section 9.2, Item E6 – Rising mains & line taps installation and arrangements.
37.	Section 9.2, Item E8 – Service & Meter Protective, Device – apartments.
38.	Section 9.2, Item E9 – Meter Data cabling fixing.
39.	Section 9.2, Item E10 – Essential Services Cabling
40.	Section 9.2, Item E14 – Electrical risers – fire rating cable transits.
41.	Section 9.2, Item E19 – Cable segregation.
42.	Section 9.4, Item E1 (section 11.1) – Socket outlets
43.	Section 9.4, Item E4 (section 11.4) – Apartment distribution board “bus” cabling.
44.	Section 9.4, Item E5 (section 11.5) – Mains riser, thermal insulation.
45.	Section 9.4, Item E12 (section 11.12) – Mains Riser Cable – fire rating.
46.	Section 9.4, Item E13 (section 11.13) – Communications Riser Cable – fire rating

1.21 The MDL includes a column AE titled “Builder response” in which the Defendants have provided their response to the defects. While this was previously a document used for without prejudice discussions, the positions detailed in it should now be considered agreed for the purposes of the matters referred to you by this brief.

1.22 The MDL is a comprehensive list of the items claimed. Some of the items (with rows coloured green) have been resolved, agreed and/or are not pressed, and will not be part of the matters needing to be dealt with in this brief.

Mediation

1.23 On 15 August 2022, the parties attended an early mediation, with Mr Stephen Walsh SC as the mediator. The parties' lawyers undertook further discussions on 3 November 2022 regarding settlement in a resumed mediation (without the parties present).

1.24 The parties have agreed to settle the dispute by:

- (a) the Defendants agreeing to fix certain items agreed as defects, for which the scope was agreed (not the subject of this brief);
- (b) the Owners Corporation no longer pressing certain items or investigations (either on a commercial basis to resolve the dispute, or to remove items that the owners corporation might not be successful on in a final hearing);
- (c) those identified alleged defects where liability and/or scope was in dispute being dealt with by expert determination, and Meriton then doing those repairs (under an agreement);
- (d) the alleged recurring and systemic defects being dealt with by you as an expert determiner, to decide what further investigations and inspection may be required to establishing whether and to what extent (and appropriate scopes) including involving the parties' experts and any other consultants required (essentially as sub-consultants), and you issuing a determination as to what repairs are required which Meriton will then do (under an agreement).

2 Brief

2.1 This brief is an expert determination as an expert determiner appointed pursuant to the Dispute Resolution Institute Rules.

Determination of agreed defects but disputed scopes

- 2.2 Where defects have been identified, reported on and listed as an instance in the MDL which are agreed by the Defendants but the parties have not agreed on the scope to rectify same ("**Category A**"), then you are to:
- (a) confer with the parties' experts (as required), considering their reports;
 - (b) determine the appropriate scope to rectify the item; and
 - (c) provide your determination regarding the defect.

Investigation of issues

- 2.3 Certain suspected or apparent defects have been identified by the Plaintiff's experts and require further investigation in order to determine:
- (a) for suspected defects, whether the issue is a defect, and if so the cause of the issue, extent of the issue, and the scope to fix such ("**Category B**");
 - (b) for apparent defects identified in certain locations to date, the extent and locations that the defect is present throughout the remainder of the building (in addition to the identified individual instances in the MDL) ("**Category C**"), and:
 - (i) to the extent that the defect is "recurring" and must be checked throughout the areas not yet inspected to identify the exact locations:
 - (A) what inspection process is appropriate to do so;
 - (B) what repairs are appropriate to be undertaken when such are identified, including potentially being done at the same time as inspection as reasonably practicable;
 - (C) a process to record the findings of such inspections, and repairs done.
 - (ii) to the extent that the defect is "systemic" and must be fixed throughout the areas not yet inspected by the parties' experts and necessary scope for repairs.
- 2.4 For Category B and Category C, you are to:
- (a) confer with the parties' experts (as required), considering their reports and investigations recommended;
 - (b) determine if the suspected and apparent defects are in fact defects prior to the further investigations being undertaken;
 - (c) determine the nature and extent of investigations required to determine whether and to what extent such are recurring or systemic;
 - (d) undertake those investigations, with the parties' experts assistance to the extent required to make a determination;
 - (e) provide your determination regarding the outcome of the investigations, including as to:
 - (i) what defects are defects in the original construction of the Strata Scheme, and/or in repairs done by Meriton since; and
 - (ii) the appropriate scope of works to repair those defects.

Determination of disputed defects

- 2.5 Where alleged defects have been identified, reported on and listed as an item in the MDL which are disputed as to liability by the Defendants ("**Category D**"), then you are to:
- (a) confer with the parties' experts (as required), considering their reports;
 - (b) provide your determination regarding the item. As to:

- (i) whether or not each item is a defect; and
- (ii) if so, the appropriate scope to rectify the item.

Conduct of determination

- 2.6 For Categories A to D (inclusive), you are to act and conduct your expert determination as a jointly appointed expert.
- 2.7 After you have completed your investigations and made your factual determinations for Categories A, B, C and D, you are to issue your findings in a final report. The parties will then adopt your final report on fact as your final determination. The parties agree to not challenge, seek orders to vary or otherwise appeal your determination and final report, unless there is an error of law or denial of natural justice.
- 2.8 The parties assume that you intend (unless advised otherwise including in your proposed terms and/or retainer agreement) to the process for an Expert Determination set out in the Resolution Institute's *Expert Determination Rules 2016* ("**Rules**") including:
 - (a) Rule 5 regarding your role;
 - (b) Rule 8 for a preliminary conference;
 - (c) Rule 9 for you to make directions and rulings as you see fit; and
 - (d) Rule 10 regarding your determination.
- 2.9 As part of the Expert Determination, you shall make a determination as to the Owner Corporation's claim for costs of the Expert Determination for which the First and Second Defendants are liable, in whole or in part ("**Expert Determination Costs Finding**"), noting that the parties are sharing the costs of your determination in the interim. You are not to make a determination as to the quantum of such costs payable, which will be dealt with separately by the parties (with the assistance of a separate costs expert) after you have issued your determination. You shall be entitled to seek submissions from the parties as to this issue of costs of your expert determination as part of the Expert Determination process.

Costs Determination

- 2.10 The Parties acknowledge and agree that:
 - (a) the Defendants made a payment of \$~~150,000~~131,285 to the Owners Corporation in respect of costs of the proceedings shortly after entering into a Deed of Settlement ("**Settlement Sum**");
 - (b) the Owners Corporation is entitled to some amount of costs of the proceedings from the Defendants to those proceedings (and which the Settlement Sum is a payment in respect of); and
 - (c) the Parties cannot agree on a proportionate or an amount for the Owners Corporation's entitlement to legal and expert costs of the proceedings until receipt of your determination.
- 2.11 Following receipt of your determination, the parties shall make written submissions to you regarding the appropriate methodology and finding as to the Owners Corporation's legal and expert costs of the proceedings.
- 2.12 You will proceed in such manner as you think fit for the procedure in determining the issue of the costs of the proceedings.
- 2.13 You shall make a determination as to the basis or nature of the Owners Corporation's entitlement to recover its costs of the proceedings, in part or in whole ("**Costs Determination**"). The Costs Determination is not a cost assessment of the amount payable by reference to the Owners Corporation's invoices to date, but is either a finding that the Owners Corporation is entitled to its costs of the proceedings on the ordinary basis or (if not on that basis) a finding as to what percentage or proportion of costs on the ordinary basis the Owners Corporation is entitled to.

- 2.14 The parties acknowledge that it is intended that the issues of costs be determined by you and a separate costs expert (if required) in place of the Court.
- 2.15 Your Expert Determination Costs Finding and/or Costs Determination shall not be affected or informed, by the fact that there has been no Court orders as to costs in the proceedings as provided for in the Consent Orders resolving the proceedings.
- 2.16 However, your determination will take into account the items conceded by the Owners Corporation and these items will be deemed to be costs that the Owners Corporation is not entitled to. The parties may make submissions regarding how best to consider the items conceded, whether costs can be attributed to those items and whether an issues basis or proportionate basis (or another alternative put forward by the parties) approach is appropriate in light of the proceedings, costs and the Expert Determination.

3 Costs of Reference & Your Invoices

- 3.1 We note that the costs of your retainer are to be dealt with prior to your determination under Rule 13 of the Rules. However, the costs of the retainer are then to be dealt with as part of your determination pursuant to Rule 40 of the Resolution Institute's *Arbitration Rules 2020*, to be awarded based on a proportionate basis determined by the extent of success between the parties as to the issues and defects in dispute (noting proportionality cannot be determined solely by the number of items as the nature, extent and repair costs involved will vary between each).
- 3.2 The parties agree to adopt your determination in your final report as to the costs of the retainer.
- 3.3 The costs of the proceedings otherwise have been reserved, to be dealt with in the proceedings in light of your determination.
- 3.4 We confirm the issue of quantum of repair costs or damages for defects (beyond costs of the expert determination as set out above) is not required to be dealt with as part of your determination.
- 3.5 To the extent that you need to obtain the opinion of additional consultants, either already retained or new, then such should be dealt with as sub-consultants.
- 3.6 On the basis your fees are to be shared between the parties, please issue all invoices for the time being to:
- (a) The Owners-Strata Plan No 94469 (care of this firm);
 - (b) Karimbla Constructions Services Pty Ltd and Karimbla Properties (No. 22) Pty Ltd (care of Meriton Group, at the email addresses copied to this email letter and detailed at the end of this letter).

4 Documents

- 4.1 We **enclose** copies of the following pleadings:
- (a) Amended Summons and Amended List Statement filed 20 December 2018;
 - (b) List Response filed 4 April 2019.
- 4.2 We **enclose** copies of the following documents relating to the original construction of the Strata Scheme:
- (a) Development Deed dated 20 January 2011;
 - (b) Solar Access Assessment dated 17 May 2011;
 - (c) Wind Effects Report dated 20 May 2011;
 - (d) Director-General's Environmental Assessment Report dated 19 October 2012;
 - (e) Electrical drawings of Meriton Group Pty Ltd dated July 2013 (x36);
 - (f) Architectural plans of Tony Caro Architecture dated 29 June 2015 (x38);

- (g) NSW Department of Planning and Environment Assessment Report dated 20 September 2016;
- (h) Interim Occupation Certificate dated 1 December 2016 (with attachments – 8 pages in total);
- (i) Strata Plan 94469 registered 3 February 2017, printed 12 September 2017;
- (j) Interim Occupation Certificate dated 3 March 2017 (with attachments – 10 pages in total);
- (k) Strata Plan 95207 (subdivision of lot 93 of Strata Plan 94469) registered 31 March 2017, printed 18 October 2018;
- (l) Interim Occupation Certificate dated 5 May 2017 (with attachments – 7 pages in total);
- (m) Interim Fire Safety Statement dated 5 May 2017;
- (n) Strata Plan 95798 (subdivision of lot 157 of Strata Plan 95207) registered 28 June 2017, printed 18 October 2018;
- (o) Interim Occupation Certificate dated 30 June 2017 (with attachments – 9 pages in total);
- (p) Interim Occupation Certificate dated 14 July 2017 (with attachments – 11 pages in total);
- (q) Strata Plan 96002 (subdivision of lot 230 of Strata Plan 95798) registered 1 August 2017, printed 25 October 2018;
- (r) Construction Certificate dated 17 August 2017;
- (s) Final Fire Safety Statement dated 21 August 2017;
- (t) Interim Occupation Certificate dated 24 August 2017 (with attachments – 10 pages in total);
- (u) Strata Plan 96222 (subdivision of lot 347 of Strata Plan 96002) registered 13 September 2017, printed 18 October 2018;
- (v) Interim Occupation Certificate dated 19 September 2017 (with attachments – 9 pages in total);
- (w) Interim Occupation Certificate dated 12 October 2017 (with attachments – 11 pages in total);
- (x) Interim Occupation Certificate dated 13 November 2017 (with attachments – 10 pages in total);
- (y) Interim Occupation Certificate dated 30 November 2017 (with attachments – 11 pages in total);

4.3 We also **enclose** copies of the following expert reports served in the proceedings:

	Author	Document	Date
Owners Corporation's Expert Reports			
General Defects			
1.	Dahrie, George	Noviion Report (Part 1)	26.11.2018
2.	Dahrie, George	Noviion Report (Part 2)	28.02.2019
3.	Dahrie, George	Noviion Report (Unit 3402)	10.03.2020
4.	Dahrie, George	Noviion Repairs Report	11.03.2020
5.	Dahrie, George	Noviion Windows Report	30.09.2019
Fire & Life Safety Defects			
6.	Zaia, Beau	Credwell Report 1	26.04.2021
7.	Zaia, Beau	Credwell Report 2	15.07.2022
Façade Defects			
8.	Butterworth, John	Ironbridge Report	22.06.2021

Hydraulic Defects			
9.	Woods, David	Liquid Report	04.05.2021
Electrical Defects			
10.	Girling, Clive	Solution Report	29.06.2021
Meriton's Expert Reports			
General Defects			
11.	Karsai, Peter	Karsai Report	09.04.2020
12.	Zakos, George	Zakos Report	15.10.2020
Fire & Life Safety Defects			
13.	Halstead, Nathan	AE&D Report	03.02.2022
Hydraulic Defects			
14.	McGill, Hamish	WSG Report	21.12.2021
Electrical Defects			
15.	Jones, Paul	Enercon Report	February 2022

4.4 Further, we **enclose** for your consideration, a letter from Chambers Russell Lawyers to Meriton dated 7 June 2022 ("**Letter**") outlining the alleged recurring and systemic defects identified in the Owners Corporation's specialist expert liability reports. As indicated above, these are detailed in the MDL at the end with item numbers starting "S".

4.5 Please confirm receipt of this letter, and advise when you wish to arrange a preliminary conference to discuss same.

If you have any queries please contact us.

Yours sincerely

Chambers Russell Lawyers

Per

Paul Jurdeczka

Partner

pjurdeczka@chambersrussell.com.au

Contact: Ryan Machado | Lawyer
rmachado@chambersrussell.com.au

Encl

cc: Meriton Group; via email: miriams@meriton.com.au, lilym@meriton.com.au

Annexure B Category B Investigations

Item No.	Description	Example No.
Building and Waterproofing defects from Noviion Report		
1.	Insufficient falls to drainage outlet in balcony causing water ponding.	S1
2.	Insufficient falls to drainage outlet in shower recess of bathrooms and ensuites, causing water ponding.	S2
3.	Overflow on balcony observed to have no waterproofing membrane application.	S13
4.	Concrete substrate in common areas is not level. Displacement of substrate was measured to be greater than the 4mm/2000mm permitted.	Item 6601 on page 4503 of expert report of George Darhie of Noviion dated 28 February 2019
Façade defects from Ironbridge Report (also identified in Noviion Reports)		
5.	Glazing panels to glass balustrades, windows, sliding doors and shower screens which may be impacted by persons missing identification as safety glass	S3 & S24
6.	The inspection hole for air conditioning units observed to be inaccessible in the built in of the unit, with a maximum clearance of 260mm. As such, the air-conditioning units are not accessible for servicing.	S5
7.	The power coating to external and internal faces of window and door frames is fading.	S6
8.	Defective window framing.	S7, S25, S26, S27
9.	Defective window framing.	S7, S25, S26, S27
10.	Defective retrofitting of window framing.	S15
11.	Sun fins and shade screens may be at risk of dislodgement due to poor installation.	7331 & 7332
12.	Serviceability issues to balustrades including significant deflection and undue clicking noise.	S29 & 7335-7336
13.	Serviceability issues to awning window latches.	S29
14.	Glass panels of balustrades exhibit delamination and bubbling.	S24
15.	Façade defects regarding glazing markings, capacity, delamination and discolouration.	S24
16.	Sun fins may be at risk of dislodgement due to poor installation	7331
17.	Shade screens may be at risk of dislodgement due to poor installation	7332
18.	Widespread deposits of construction debris on window framing and glazing.	S28
19.	Widespread deposits of construction debris on window framing and glazing.	S28
20.	Serviceability issues to awning window latches.	S29
21.	Serviceability issues to balustrades including significant deflection and undue clicking noise.	S29
22.	Defective installation of balcony sliding door.	S14 & S29
23.	Serviceability issues to shower screens.	S29
Fire & Life Safety defects from Credwell Reports (also identified in Noviion Reports)		
24.	Foam (suspected to be polystyrene) is embedded in the wall linings around fire door frames and the junction of walls and ceilings which has not fire sealed.	7719 & 7785
25.	Non-compliant service penetrations likely to be systemic throughout all areas of building to determine extent	S16
26.	Fire door was not certified by the installer. Non-compliant gaps in fire doors' doorways throughout the building.	S17
27.	Stair Pressurisation System	Paragraph 5.10 of expert report of Beau Zaia of

Item No.	Description	Example No.
		Credwell dated 15 July 2022.
28.	AAC wall system	7522
Hydraulic defects from Liquid Hydraulic Reports		
29.	The air conditioning (AC) drain is directly connected to the sewer drainage system.	S19
30.	Shower and floor waste outlets in the bathrooms, ensuite and laundries have not been installed correctly.	S20 & S21
31.	Balconies are missing rainwater outlets and rainwater outlets are partially blocked by debris, cement and tilers' grout.	S22 & S23
32.	No, or lack of, overflow provisions provided to balconies.	S22 & S23
33.	Defective sprinkler system.	7382
34.	Defective sprinkler system.	7382
Electrical defects from Solution Report		
35.	Various systemic and recurring electrical defects	S32-42
36.	Lightning sockets have defective socket receptors, the cable serving the socket is not secured and there are parts of the cable with exposed singleinsualted conductors.	S30 & S31

PROXY APPOINTMENT

Strata Schemes Management Act 2015

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

Date

I/We [name(s)]

the owners of lot [address]

In Strata Plan No. 94469

Appoint [name of first appointee]

Of [first appointee's address]

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

I/We appoint [second appointee's name]

Of [second appointee's address]

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

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

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

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

[Tick and complete whichever applies below]:

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

OR

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

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

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

Signature of owner/s

<div>X</div>	
Name [print]:	

<div>X</div>	
Name [print]:	

Manager: Sachin Sharma

New South Wales Strata Management Pty Ltd | ABN 44003986847 | a: PO Box 2102, North Parramatta NSW 1750

e: enquiry@nswstrata.com.au | w: nswstrata.com.au | p: (02)98901841

Liability limited by a scheme approved under Professional Standards Legislation.

PROXY APPOINTMENT

Strata Schemes Management Act 2015

NOTES ON APPOINTMENT OF PROXIES

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

NOTES ON RIGHTS OF PROXIES TO VOTE

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

Manager: Sachin Sharma

New South Wales Strata Management Pty Ltd | ABN 44003986847 | **a:** PO Box 2102, North Parramatta NSW 1750

e: enquiry@nswstrata.com.au | **w:** nswstrata.com.au | **p:** (02)98901841

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E-MAIL NOTIFICATION AUTHORITY

SECTION 1 – RETURN TO

To the Managing Agent for The Owners – Strata Plan 94469
C/- New South Wales Strata Management Pty Ltd
PO Box 2102, North Parramatta NSW 1750

enquiry@nswstrata.com.au

SECTION 2 – ABOUT THIS FORM

Those owners that are not currently receiving agendas and minutes of meetings and other notices via email are requested to complete the Email Notification Authority attached to this notice of meeting and return such to the strata managing agent to help reduce future mailing and photocopying costs of your strata scheme. Once submitted, the strata managing agent will update its records so that future notices and minutes of meetings and other notices can be forwarded to you via email.

Should you have any questions regarding the above matter, please do not hesitate to contact your strata managing agent.

SECTION 3 – EMAIL NOTIFICATION AUTHORITY

In accordance with Section 263 of the *Strata Schemes Management Act 2015* on Electronic Transmission of Notices.

Note: For owners in a large strata scheme only (i.e., with more than 100 lots excluding utility lots), this authority constitutes an on-going request to receive the minutes of general and strata committee meetings via email until further notice.

Lot Number	
Owner Name/s	

Authority for correspondence, meeting notices and minutes

Email Address	
I / we authorise the Owners Corporation of Strata Plan 94469 to forward <u>correspondence, meeting notices and minutes</u> and other notices electronically to the email address listed above.	
Signature of Owner/s	
Date	

Authority for Levy Notices

Email Address	
I / we authorise the Owners Corporation of Strata Plan 94469 to forward <u>Levy Notices</u> electronically to the email address listed above.	
Signature of Owner/s	
Date	

COMPANY NOMINEE FORM

SECTION 1 – RETURN TO

To the Managing Agent for The Owners – Strata Plan 94469
C/- New South Wales Strata Management Pty Ltd
PO Box 2102, North Parramatta NSW 1750
enquiry@nswstrata.com.au

SECTION 2 – ABOUT THIS FORM

This notice should be completed by a company that owns a strata lot and wants to appoint a nominee to act on its behalf and be able to vote for it at general meetings of the Owners Corporation.

Complete notices must be returned to the Owners Corporation care of your Managing Agent as per **Section 1 above**. The name and address of the company nominee will be recorded in the Strata Roll and the nominee will then be able to vote at general meetings of the Owners Corporation.

SECTION 3 – NOTICE OF THE APPOINTMENT OF A COMPANY NOMINEE

This notice is given under Section 22 and 154 of the *Strata Schemes Management Act 2015*.

Lot Number	
Name of Company	
ACN	
Company's address for the service of notices	
Company Contact Details	Phone:
	Email:

Name of Nominee	
Nominee's address for the service of notices	
Nominee Contact Details	Mobile:
	Email:

SECTION 4 – EXECUTION

Affix the Company Seal here and complete the attestation clause:

The Common Seal of	<i>Company Name</i>	Company Seal
Is affixed on	<i>Date of Appointment</i>	
with the authority of the directors in accordance with its articles of association in the presence of:		
Signature of Authorised Person		
Office Held		
Name of Authorised Person		

Pre-Meeting Voting Ballot Paper
Plan No 94469 General Meeting - Tuesday, 28 February 2023

The General Meeting of SP 94469 is to be held wholly by means of pre-meeting voting. **Voting will close on Monday, 27 February 2023 at 10:00 AM.** (The meeting time for collation of voting is Tuesday, 28 February 2023 at 10:00 AM).

Pursuant to Regulation 15, of the *Strata Schemes Management Regulation 2016 (NSW)*, for your vote to be deemed valid, you must complete the ballot paper in accordance with the below simple steps:

- a) You must clearly indicate whether you are voting in favour, against or are abstaining by placing a tick in one of the voting boxes.
- b) You must indicate on the ballot paper, the capacity in which you are voting, i.e., as lot owner, first mortgagee, covenant chargee of the lot, as a company nominee or as a proxy.
- c) If you are voting as a proxy, please name the person who gave the proxy and the capacity in which it was given – there is a space provided on this ballot paper for you to complete the details; and,
- d) Sign this ballot paper – all owners of the lot must sign unless you are a proxy/company nominee/mortgagee/covenant charge. Once completed, the ballot paper **MUST** be returned to the Secretary or Manager (to the address in the header of the agenda) before the closure of voting at 10:00 AM on Monday, 27 February 2023.

Voting Paper:

Item 1: MINUTES			
1.1: CONFIRMATION OF MINUTES	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> Abstain
Item 2: ENTER DEED OF SETTLEMENT AND RELEASE			
2.1: ENTER DEED OF SETTLEMENT AND RELEASE	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> Abstain
Item 3: REJECTING THE PROPOSED SETTLEMENT AND DEED			
3.1: REJECTING THE PROPOSED SETTLEMENT AND DEED	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> Abstain
Item 4: PRE-MEETING ELECTRONIC VOTING - AUTHORISATION - STRATA GENERAL MEETING ONLY			
4.1: PRE-MEETING ELECTRONIC VOTING - AUTHORISATION - GENERAL MEETINGS	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> Abstain

REQUIRED:

Ballot Paper Page 1 of 2

Please complete on each page of the ballot paper:

Signature of Person(s)
completing this ballot

Name(s) (Print in Capitals)

Lot #

Date

Pre-Meeting Voting Ballot Paper (Page 2 of 2)
Plan No 94469 General Meeting - Tuesday, 28 February 2023

Now provide the following details:

VOTING CAPACITY (Circle One):

Owner/ Company Nominee/ Proxy/ Mortgagee/ Covenant Chargee.

IF VOTING BY PROXY:

(A) Name of person who gave proxy: _____

(B) Capacity of the person giving the proxy (Circle one of the following):

Owner (s)/ Company Nominee/ Proxy/ Mortgagee/Covenant Chargee.

Please Note:

1. The Act does not permit the election of the strata committee by pre-meeting electronic voting.

2. In the event that motions are to be determined in a general meeting partly by pre-meeting voting, if persons eligible to vote who attend that meeting resolve to amend any of the motions on the agenda, pre-meeting voting on an amended motion will have no effect.

**THIS BALLOT MUST REACH THE MANAGER AT LEAST 24 HOURS PRIOR TO THE
COMMENCEMENT OF THE MEETING.**

Ballot Paper Page 2 of 2

Please complete on each page of the ballot paper:

Signature of Person(s)
completing this ballot

Name(s) (Print in Capitals)

Lot #

Date

MINUTES OF ANNUAL GENERAL MEETING

The Owners – Strata Plan No 94469
ALTITUDE
330 CHURCH STREET, PARRAMATTA, NSW, 2150

These are the minutes of the Annual General Meeting for The Owners – Strata Plan No 94469 held at Video Conference: <https://meet.nswstrata.com.au/4578615> commencing at 6:00 PM on Tuesday 27 June 2023.

Lots Represented

<u>Lot No</u>	<u>Name</u>	<u>Capacity</u>
19	Sergio Cifo Gonzalez	Owner present
173	Jonathan William Vencore, Shane Vesey-Wells Proxy to John Higgins	Proxy present John Higgins
178	Christian Michael Brookes	Owner present
189	Fanny Cabrera	Owner present
196	Faye Khalil	Owner present
224	Kapil Nepal	Owner present
292	Nina Anna Laureti Proxy to Chairperson	Proxy present
298	Lindsay Michael Stevens	Owner present
320	Maura Filipa Ferreira Rodrigues	Owner present
342	Simon A Bird	Owner present
346	Thuan Thai	Owner present
351	Matthew John Sanderson	Owner present

In Attendance

Sachin Sharma representing New South Wales Strata Management Pty Ltd.

Chairperson

Sachin Sharma (Under delegation)

Secretary

Sachin Sharma representing New South Wales Strata Management Pty Ltd under delegated authority.

Quorum

Chairperson's declaration regarding the absence of a quorum: At 6:30pm the Chairperson noted that a quorum was not present for the meeting to continue. The lack of quorum continued for the next half-hour at which point, the chairperson declared, pursuant to Clause 17 (4) (b) of Schedule 1 to the Act, that those present either personally or by duly appointed proxy and who are entitled to vote on the motion would now constitute a quorum for the purposes of considering the outstanding motions or business of the meeting. The majority of those present at the meeting supported this declaration by the Chairperson.

Motions

1. MINUTES

- 1.1 That the minutes of the last general meeting of the Owners Corporation, held on 27/02/2023, be confirmed as a true record of the proceedings of that meeting.

Motion Result: Passed by Simple Majority

2. COMPLIANCE MEASURES

2.1 **(Annual Fire Safety Statement)**

That the Owners Corporation consider the current Annual Fire Safety Statement and determine any action required.

Motion Result: Passed by Simple Majority

- 2.2 That the Owners Corporation resolves that the strata manager is to engage an accredited practitioner (fire safety) who is accredited in Fire Safety Assessment and appropriately qualified to undertake assessment of each fire safety measure to:

- a. ensure all fire safety measures are maintained in accordance with the *Environmental Planning and Assessment Regulation*; and,
- b. declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
- c. issue the fire safety statement accordingly.

Motion Result: Passed by Simple Majority

- 2.3 That the Owners Corporation authorise the managing agent, building manager or strata committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement. If required, this authority includes the managing agent affixing the common seal of the Owners Corporation in accordance with the Act.

Motion Result: Passed by Simple Majority

2.4 **(Window safety devices reinspection)**

That the Owners – Strata Plan No 94469, resolve to undertake an inspection of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the strata committee.

Motion Result: Defeated by Simple Majority

- 2.5 That following the inspection of window safety devices the Owners – Strata Plan No 94469, authorize the strata committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016*.

Motion Result: Motion lapsed as WINDOW SAFETY DEVICE INSPECTION was LOST

2.6 **(Safety Audit Report)**

That the owners corporation appoint a consultant to undertake a safety audit report of the strata scheme to identify any risks that may affect the common areas.

Motion Result: Defeated by Simple Majority

2.7 **(Asbestos Survey)**

That the owners corporation appoint a consultant to undertake an asbestos survey and that survey include the inspection of the common property roof cavity for the existence of loose-fill asbestos insulation (including the establishment of an asbestos register and management plan if asbestos is found in the scheme).

Motion Result: Defeated by Simple Majority

2.8 **(Lifts)**

That the Owners Corporation resolves:

- to obtain an Annual Safe To Operate/Maintenance Certificate (the Certificate) from the current lift maintenance contractor for the purposes of renewal of registration of the lifts with Safe Work NSW; and
- that following receipt of the Certificate, the strata managing agent, building manager or strata committee is authorised to sign any documents required to be lodged for the lift registration with Safe Work.
- to obtain a Hazard and Risk Assessment (required once only for commercial and residential strata schemes. This may also be required again in circumstances where upgrades take place, or the plant is significantly altered).

Motion Result: Passed by Simple Majority

2.9 **(Other compliance measures)**

That the owners corporation consider any additional compliance matters for the scheme and determine any appropriate action (if required).

Motion Result: Passed by Simple Majority

Notes: Owners discussed the Fire Stairs entry doors from P1, P2, P3 & P4 and Building manager Hayden advised that Fire company has confirmed that they cannot be locked. Committee will work on the Quotes to alarm those doors. Owners also discussed that Lighting in the carpark is also not working. Some storage spaces don't have light.

3. UTILITIES AGREEMENTS

- 3.1 That the owners corporation consider the supply agreements that they have in place for utilities and determine any action required.

Motion Result: Defeated by Simple Majority

- 3.2 That the Owners Corporation instruct the Managing Agent to:
- i. engage a broker or other type of specialist if required;
 - ii. disclose data and information of the Owners Corporation related to the utility if required; and,
 - iii. sign a letter of authority to authorise the broker to acquire and provide quotes.

Motion Result: Defeated by Simple Majority

- 3.3 That the Owners Corporation appoint the Chairperson to approve entry by the Owners Corporation into an utility agreement of up to 3 years provided that, in the opinion of the Chairperson, it is more financially beneficial for the Owners Corporation than its current arrangements, and is otherwise on terms that are broadly consistent with those available in the market, and further the Owners Corporation authorise the managing agent to enter into an utility agreement behalf of the Owners Corporation as instructed by the Chairperson.

Motion Result: Defeated by Simple Majority

4. INSURANCES

- 4.1 That the owners corporation confirm that the following insurance policies are currently in place:

Current Insurance Details

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
04GS011684	Chubb Insurance Company	14 Feb 2024	Appeal Expenses	\$150,000.00
			Government Audit Costs	\$30,000.00
			Voluntary Workers Insurance	\$200,000.00 / \$500,000.00
			Office Bearers Liability Insurance	\$50,000,000.00
			Machinery Breakdown Insurance	\$250,000.00
			Fidelity Guarantee Insurance	\$100,000.00
			Property, Death and Injury (Public Liability)	\$30,000,000.00
			Loss of Rent	\$23,708,280.00
			Damage (i.e. Building) Policy	\$159,635,752.00
TOTAL PREMIUM: \$213,425.81				

Date on which the premiums were last paid: **08/02/2023**

Motion Result: Passed by Simple Majority

- 4.2 That the insurances of the owners corporation be extended to include any additional optional insurances not covered in the above table.

Motion Result: Defeated by Simple Majority

- 4.3 That the owners corporation confirm that it does NOT employ workers with total annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.

Motion Result: Passed by Simple Majority

- 4.4 That the owners corporation acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the period of the policy, any item requiring disclosure under the policy including a Work, Health and Safety report, defects report and the like.

Motion Result: Passed by Simple Majority

- 4.5 That the owners corporation authorise the managing agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the strata committee prior to the renewal date.

Motion Result: Passed by Simple Majority

5. COMMISSIONS AND TRAINING SERVICES

- 5.1 That the owners corporation note a report by the managing agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the managing agent in the coming year.

Reporting details:

Commissions and Training Services Report for the last 12 months

Commissions received that have been paid to the managing agent in the last 12 months are as follows:

- *Insurance commissions: \$12,000.00;*
- *CommunitySure Management fees to parent entity (PICA Group)*1: \$0.00*
- *PICA Group may have received a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme has successfully engaged a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.*

Training services received/provided to the strata managing agent by external service providers in the last 12 months:

- *legal service providers including Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co*
- *insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)*

Training services received from external service providers are estimated to be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

Estimated Commissions and Training Services Report for the next 12 months

Estimated Commissions likely to be paid to the managing agent in the next 12 months are as follows:

- *Insurance commissions: \$13,200.00;*
- *CommunitySure Management fees to parent entity (PICA Group)*1: \$0.00*
- *PICA Group may receive a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme successfully engages a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.*

Training services likely to be received/provided to the managing agent by external service providers in the next 12 months are as follows:

- *legal service providers including but not limited to Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co.*
- *insurance service providers CHU Underwriting Agencies Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)*

We estimate the training services received from external service providers will be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

**1 Please refer to the Additional Notes at the end of the agenda for additional information about insurance disclosures about the CommunitySure product.*

Motion Result: Passed by Simple Majority

6. VALUATION

- 6.1 That the owners corporation obtain a replacement cost estimate (valuation) for insurance purposes.

Motion Result: Defeated by Simple Majority

- 6.2 That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt.

Motion Result: Defeated by Simple Majority

7. AUDITOR

- 7.1 That an auditor be appointed and that auditor be KELLY AND PARTNERS.

Motion Result: Passed by Simple Majority

8. CAPITAL WORKS FUND PLAN

- 8.1 That the owners corporation confirms receipt of the capital works analysis prepared by SOLUTIONS IN ENGINEERING on 12/12/2017.

Motion Result: Passed by Simple Majority

9. EXPENDITURE LIMITS AND OTHER RESTRICTED MATTERS

- 9.1 That the restriction on the Strata Committee pursuant to Section 102 of the Act, limiting them from spending more than 10% over any single budget item be removed.

Motion Result: Passed by Simple Majority

- 9.2 That pursuant to Section 102 of the Act, the Strata Committee be restricted to spending not greater than 10% above the amount determined for the total of budget expenditure.

Motion Result: Defeated by Simple Majority

- 9.3 That there be no additional restrictions placed on the Strata Committee other than those currently imposed by Section 36 (3) of the Act.

Motion Result: Passed by Simple Majority

10. ENGAGEMENT OF CONTRACTORS

- 10.1 That the owners corporation acknowledges that the managing agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)	<ul style="list-style-type: none">• Must be registered as a business for tax purposes in Australia• Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader• Must hold all licences as relevant to services provided• Must have an established Quality Management system (Consultants only)• Must have an established Health & Safety Management system• Must accept PICA Group Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ul style="list-style-type: none">• Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.• Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

Motion Result: Passed by Simple Majority

11. ACCOUNTING RECORDS AND BUDGET

- 11.1 That the financial statements including the statement of key financial information for the period ended **28/02/2023** be adopted.

Motion Result: Passed by Simple Majority

- 11.2 That estimated receipts and payments (budget) for the administrative fund and the capital works fund as attached to this agenda be adopted.

Motion Result: Passed by Simple Majority

12. LEVY COLLECTION PROCEDURES

12.1 That the Owners – Strata Plan 94469, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata managing agent and/or the strata committee to do any of the following:

- a. Levy Recovery Step 1: issue a reminder levy notice 35 days after the levy due date;
- b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date;
- c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 days after the levy due date;
- d. Levy Recovery Step 4: 106 days after the original date the levy was due, and where the debt is in excess of \$2,000.00, or another amount determined by the strata committee, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Plan No 94469 to issue a letter of demand and/or to 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;
- e. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings,
- f. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- g. Liaise, instruct and prepare all matters with the owners corporations debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

Motion Result: Passed by Simple Majority

12.2 That the Owners – Strata Plan 94469, delegate and authorise the functions to the **strata committee** to make changes to the above debt recovery process on behalf of the owners corporation from time-to-time as they see fit.

Motion Result: Defeated by Simple Majority

12.3 That the Owners – Strata Plan 94469, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata committee to approve payment plans generally or for specific lot owners.

Motion Result: Passed by Simple Majority

13. CONTRIBUTIONS

13.1 That contributions to the administrative fund are estimated in accordance with Section 79(1) of the Act and determined in accordance with Section 81(1) of the Act at \$2,222,000.00 inclusive of GST in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/05/2023	\$525,000.00
To be Issued	01/08/2023	\$565,666.67
To be Issued	01/11/2023	\$565,666.67
To be Issued	01/02/2024	\$565,666.66
Total		\$2,222,000.00

inclusive of GST

Motion Result: Passed by Simple Majority

- 13.2 That contributions to the capital works fund are estimated in accordance with Section 79(2) of the Act and determined in accordance with Section 81(1) of the Act at \$302,500.00 inclusive of GST in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/05/2023	\$68,750.00
To be Issued	01/08/2023	\$77,916.67
To be Issued	01/11/2023	\$77,916.67
To be Issued	01/02/2024	\$77,916.66
Total		\$302,500.00

inclusive of GST

Motion Result: Passed by Simple Majority

- 13.3 That the administrative fund and capital works fund contributions be continued at quarterly intervals until further determined:

**Administrative Fund
Interim Periods**

Levy Status	Due date	Amount
To be Issued	01/05/2024	\$565,666.66
Total		\$565,666.66

inclusive of GST

**Capital Works Fund
Interim Periods**

Levy Status	Due date	Amount
To be Issued	01/05/2024	\$77,916.66
Total		\$77,916.66

inclusive of GST

Motion Result: Amended and Carried by Simple Majority

14. PEST CONTROL

- 14.1 That the Owners Corporation instructs the Strata Managing Agent to engage an appropriately licensed contractor to carry out treatment of the common areas for cockroaches, ants and spiders.

Motion Result: Passed by Simple Majority

15. TERMITE INSPECTION

- 15.1 That the Owners Corporation instructs the Strata Managing Agent to engage an appropriately licensed contractor to carry out an inspection of the common areas for termites.

Motion Result: Defeated by Simple Majority

16. SPECIAL LEVY (OPTION 1)

- 16.1 That a special levy of **\$300,000.00 plus GST** be struck in accordance with Section 81 (4) of the Act due and payable in 2 instalments as per unit entitlement for the purpose of covering the costs of the building defect legal fee for the solicitors and building defect expert consultant fees.

Motion Result: Defeated by Simple Majority

- 16.2 That the special contribution be paid in instalments being:
- i. Instalment of **\$150,000.00 plus GST** due and payable on **15/09/2023**;
 - ii. Instalment of **\$150,000.00 plus GST** due and payable on **15/11/2023**;

Motion Result: Defeated by Simple Majority

17. SPECIAL LEVY (OPTION 2)

- 17.1 That a special levy of **\$400,000.00 plus GST** be struck in accordance with Section 81 (4) of the Act due and payable in **FOUR (4) instalments** as per unit entitlement for the purpose of covering the costs of the building defect legal fee for the solicitors and building defect expert consultant fees.

Motion Result: Amended and Carried by Simple Majority

- 17.2 That the special contribution be paid in instalments being:
- i. Instalment of **\$100,000.00 plus GST** due and payable on **15/09/2023**;
 - ii. Instalment of **\$100,000.00 plus GST** due and payable on **15/11/2023**;
 - iii. Instalment of **\$100,000.00 plus GST** due and payable on **15/01/2024**;
 - iv. Instalment of **\$100,000.00 plus GST** due and payable on **15/03/2024**;

Motion Result: Amended and Carried by Simple Majority

18. APPOINTMENT OF BMC REPRESENTATIVE

- 18.1 That in accordance with Clause 3 (4) of Schedule 4 of the Strata Schemes Development Act 2015, the Owners Corporation **SPECIALLY RESOLVES** to appoint LINDSAY STEVENS (LOT 298) as its Representative to the Building Management Committee constituted under that Act and the Strata Management Statement.

Motion Result: Passed by Simple Majority

Total Unit Entitlements (UE) of votes cast on this motion were 749. Unit Entitlements

Votes cast against the Motion were 0

Note: As not more than 0% of the Unit Entitlements were cast against Motion 18.1, it was Specially Resolved.

- 18.2 That in accordance with Clause 3 (4) of Schedule 4 of the Strata Schemes Development Act 2015, the Owners Corporation **SPECIALLY RESOLVES** to appoint SERGIO GONZALEZ (LOT 19) as its Substitute Representative to the Building Management Committee constituted under that Act and the Strata Management Statement.

Motion Result: Passed by Simple Majority

Total Unit Entitlements (UE) of votes cast on this motion were 749. Unit Entitlements

Votes cast against the Motion were 0

Note: As not more than 0% of the Unit Entitlements were cast against Motion 18.2, it was Specially Resolved.

19. PRE-MEETING ELECTRONIC VOTING

- 19.1 That the Owners Corporation consent to the conduct of future general meetings to be held via electronic means including pre meeting electronic voting as directed and determined by the secretary.

Motion Result: Passed by Simple Majority

20. BUILDING (CONSTRUCTION) DEFECTS

- 20.1 That the Owners Corporation appoints an expert to prepare a report to identify possible building construction defects with a view to pursuing the necessary parties to seek rectification of the identified defects.

Motion Result: Defeated by Simple Majority

- 20.2 That the Owners Corporation appoints a lawyer to assess its options in regards to pursuing its rights against various parties to rectify the original building construction defects.

Motion Result: Defeated by Simple Majority

21. STRATA COMMITTEE NOMINATIONS

- 21.1 That nominations for election to the strata committee be received, declared and recorded. Nominations received prior to the issuing of this notice are noted below under "Election of Committee".

Motion Result: Passed by Simple Majority

- 21.2 That candidates for election to the strata committee disclose any connections with the original owner (developer) or building manager in accordance with the Act.

Motion Result: Passed by Simple Majority

Notes: No connections

- 21.3 That the number of members of the strata committee be determined.

Motion Result: Passed by Simple Majority

22. STRATA COMMITTEE ELECTION

CHRISTIAN BROOKES, SERGIO GONZALEZ, JOHN HIGGINS, FAYE KHALIL, MATTHEW SANDERSON, LINDSAY STEVENS have been elected to the committee.

CHRISTIAN BROOKES Lot 178

SERGIO GONZALEZ Lot 19

FAYE KHALIL Lot 196

MATTHEW SANDERSON Lot 351

LINDSAY STEVENS Lot 298

Closure

There being no further business the Chairperson declared the meeting closed at 08:45 PM.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

MINUTES OF COMMITTEE MEETING

The Owners – Strata Plan No 94469
ALTITUDE
330 CHURCH STREET, PARRAMATTA, NSW, 2150

These are the minutes of the Committee Meeting for The Owners – Strata Plan No 94469 held at Video Conference: <https://meet.nswstrata.com.au/4578615> commencing at Immediately after AGM on Immediately after AGM.

Represented

<u>Name</u>	<u>Capacity</u>
SERGIO GONZALEZ	Committee member present
CHRISTIAN BROOKES	Committee member present
FAYE KHALIL	Committee member present
LINDSAY STEVENS	Committee member present
MATTHEW SANDERSON	Committee member present

In Attendance

Sachin Sharma representing New South Wales Strata Management Pty Ltd.

Chairperson

Sachin Sharma representing New South Wales Strata Management Pty Ltd under delegated authority

Secretary

Sachin Sharma representing New South Wales Strata Management Pty Ltd under delegated authority

Motions

1. DISCLOSURE OF PECUNIARY INTERESTS

- 1.1 That the meeting note any declaration by a member of the committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

Any member that wishes to declare a direct or indirect pecuniary interest should vote "Yes" to the motion and must notify the strata manager prior to the meeting of the interest so it can be noted in the minutes.

Members with no direct or indirect pecuniary interest to declare should vote "Yes" to the motion to confirm members with pecuniary interests will abstain from voting on such motions.

Motion Result: Passed by Simple Majority

2. MINUTES

- 2.1 That the minutes of the last Strata Committee meeting, held on **26/04/2023**, be confirmed as a true record and account of the proceedings at that meeting.

Motion Result: Passed by Simple Majority

3. OFFICE BEARERS

- 3.1 That the chairperson, secretary and treasurer of the Strata Committee be appointed.

Chairperson - FAYE KHALIL Lot 196

Secretary and Treasurer - LINDSAY STEVENS Lot 298

4. REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE

- 4.1 That a member of the Committee be nominated to liaise with the managing agent and be the scheme's contact point.

FAYE KHALIL Lot 196

- 4.2 That a member of the Committee be nominated to liaise with the managing agent as the scheme's substitute contact point.

LINDSAY STEVENS Lot 298

Closure

There being no further business the Chairperson declared the meeting closed at 09:00 PM.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

Note: Next SC Meeting is on Monday 21st August 2023 at 6.00pm

MINUTES OF COMMITTEE MEETING

The Owners – Strata Plan No 94469
ALTITUDE
330 CHURCH STREET, PARRAMATTA, NSW, 2150

These are the minutes of the Committee Meeting for The Owners – Strata Plan No 94469 held at Video Conference: <https://meet.nswstrata.com.au/233626548> commencing at 5:30 PM on Tuesday 15 August 2023.

Represented

<u>Name</u>	<u>Capacity</u>
FAYE KHALIL	Committee member present
LINDSAY STEVENS	Committee member present
Matthew Sanderson	Committee member present

In Attendance

Sachin Sharma representing New South Wales Strata Management Pty Ltd.
Hayden Thomas – Building Manager

Chairperson

Sachin Sharma representing New South Wales Strata Management Pty Ltd under delegated authority

Secretary

Sachin Sharma representing New South Wales Strata Management Pty Ltd under delegated authority

Apologies

Chris Brookes Lot 178

Motions

1. DISCLOSURE OF PECUNIARY INTERESTS

- 1.1 That the meeting note any declaration by a member of the committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

Any member that wishes to declare a direct or indirect pecuniary interest should vote "Yes" to the motion and must notify the strata manager prior to the meeting of the interest so it can be noted in the minutes.

Members with no direct or indirect pecuniary interest to declare should vote "Yes" to the motion to confirm members with pecuniary interests will abstain from voting on such motions.

Motion Result: Passed by Simple Majority

2. MINUTES

- 2.1 That the minutes of the last Strata Committee meeting, held on **27/06/2023**, be confirmed as a true record and account of the proceedings at that meeting.

Motion Result: Passed by Simple Majority

3. Expert Determination Process

- 3.1 *The strata committee RESOLVES to ratify its previous informal decision to instruct Chambers Russell Lawyers, in connection with the conduct of the expert determination process under the Deed of Settlement & Release ("**Deed of Settlement**") with Karimbla Construction Services Pty Ltd and Karimbla Properties (No. 22) Pty Ltd (together "**Meriton**") exchanged on 4 April 2023 (and any deed of variation approved by the owners during a general meeting) 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 the expert determination to finality, without limitation including engaging, briefing and liaising with expert witnesses to properly evidence, particularise and quantify the owners corporation's claims in the expert determination process, and engaging barristers to assist with the preparation and conduct of the owners corporation's case, unless subsequently instructed otherwise.*

Motion Result: Passed by Simple Majority

Note : Strata Manager to write to CRL obtain a cost estimate fee for CRL which can be approved by Strata committee members by email.

4. Motions for Deed of Variation

- 4.1 *The strata committee RESOLVES to ratify its previous informal decision to instruct Chambers Russell Lawyers to negotiate with Meriton in respect of a proposed Deed of Variation to the Deed of Settlement, regarding the building defects in the common property of the strata scheme as recommended in the email advices of Chambers Russell Lawyers dated 21 July 2023 and 1 August 2023) (which are subject to a claim for privilege, but available from strata records on request)("**Deed of Variation**"), to be authorised by a general meeting in due course.*

Motion Result: Passed by Simple Majority

Note: Subject to CRL providing the cost estimate fee which can be approved by Strata committee members by email.

5. Engage Credwell for Expert Determination

- 5.1 *The strata committee RESOLVES to ratify its previous informal decision to engage Credwell Consulting Pty Ltd ("**Credwell**"), in accordance with the recommendations contained in the email advice of Chambers Russell Lawyers dated 1 August 2023 (which is subject to a claim for privilege, but available from strata records on request) and the fee proposal of Credwell dated 14 July 2023 for \$33,000 (including GST), to investigate defects, attend inspections, attend conclaves and prepare joint expert reports on the fire & life safety defects in the strata scheme, as required by Ms Grey in the expert determination.*

Motion Result: Passed by Simple Majority

6. Engage Solution Consultants for Expert Determination

- 6.1 *The strata committee RESOLVES to ratify its previous informal decision to engage Solution Consulting Services Group Pty Ltd ("**Solution Consultants**"), in accordance with the recommendations contained in the email advice of Chambers Russell Lawyers dated 1 August 2023 (which is subject to a claim for privilege, but available from strata records on request) and the fee proposal of Solution Consultants dated 14 July 2023 for \$27,500 (including GST), to investigate defects, attend inspections, attend conclaves and prepare joint expert reports on the electrical defects in the strata scheme, as required by Ms Grey in the expert determination and to provide advice and assistance (as required) during Meriton's defect rectification works following Ms Grey's determination.*

Motion Result: Passed by Simple Majority

7. Engage Liquid Hydraulics for Expert Determination

- 7.1 *The strata committee RESOLVES to ratify its previous informal decision to engage Liquid Hydraulics Pty Limited ("**Liquid Hydraulics**"), in accordance with the recommendations contained in the email advice of Chambers Russell Lawyers dated 1 August 2023 (which is subject to a claim for privilege, but available from strata records on request) and the fee proposal of Liquid Hydraulics dated 1 August 2023 for \$19,250 (including GST), to investigate defects, attend inspections, attend conclaves and prepare joint expert reports on the hydraulic defects in the strata scheme, as required by Ms Grey in the expert determination.*

Motion Result: Passed by Simple Majority

8. Engage Ironbridge Engineering for Expert Determination

- 8.1 *The strata committee RESOLVES to ratify its previous informal decision to engage Ironbridge Engineering Pty Ltd ("**Ironbridge**"), in accordance with the recommendations contained in the email advice of Chambers Russell Lawyers dated 1 August 2023 (which is subject to a claim for privilege, but available from strata records on request) and the fee proposal of Ironbridge dated 1 August 2023 for \$2,904 (including GST), to investigate defects, attend inspections, attend conclaves and prepare joint expert reports on the façade defects in the strata scheme, as required by Ms Grey in the expert determination.*

Motion Result: Passed by Simple Majority

9. Calling Extraordinary General Meeting

- 9.1 *The strata committee RESOLVES to call an Extraordinary General Meeting and put forward the following motions at the next Extraordinary General Meeting as recommended by Chambers Russell Lawyers, as attached to the notice of the strata committee meeting.*

Motion Result: Passed by Simple Majority

Note: EGM to be held Wednesday 6th September 2023 @ 6:00PM

10. Quote Approval - Dominator Garage Door Systems

- 10.1 That the Strata Committee resolves that Dominator Garage Door Systems Pty Ltd be appointed to undertake the boom gate installation as outlined in the quote dated 1 May 2023 for the total amount of \$15,400.00 (incl. GST) as attached to the notice of this meeting.

Motion Result: Defeated by Simple Majority

Note: Building manager to arrange locks for visitor parking

11. Dominator Contract

- 11.1 That Dominator Garage Door Systems be appointed to undertake building work on the terms and conditions contained in the written Building Contract, a copy of which is attached to the notice of this meeting;

Motion Result: Defeated by Simple Majority

- 11.2 That the authority to execute the Building Contract, for and on behalf of the Owners Corporation, be delegated to one of the following:

- a. a specified committee member; or
- b. the building manager; or
- c. the strata managing agent

Motion Result: Defeated by Simple Majority

- 11.3 That, where the Building Contract requires, the common seal of the Owners Corporation be affixed by the strata managing agent, in accordance with Section 273 of the *Act* to the Building Contract attached to the notice of this meeting and that person undertake any necessary ancillary initialling or execution of the Building Contract if required.

Motion Result: Defeated by Simple Majority

12. Quote Approval - Mibyte Technology

- 12.1 That the Strata Committee resolves that Mibyte Technology be appointed to undertake the works as outlined in the quote dated 31 May 2023 for the total amount of \$1,400.00 (Plus GST) as attached to the notice of this meeting.

Motion Result: Defeated by Simple Majority

13. Quote Approval - Visitor Parking Solutions

- 13.1 That the Strata Committee resolves that Visitor Parking Solutions be appointed to undertake the parking bay works as outlined in the quote dated 2 May 2023 with 2 options as attached to the notice of this meeting.

Motion Result: Defeated by Simple Majority

13.1. Alternatives for Quote Approval - Visitor Parking Solutions

Alternative A

\$24,526.60 (plus GST) incl Install and setup. Monthly ongoing \$405 (Plus GST) pm.
Includes VPS Platform, 27 x Parking Bollards and 27 x Surface Mounted Sensors, Supply and install.
Note: The use of the Sensors will give added protection by offering the ability to produce analytical data and time stamped reporting for any disputes arising from repeat non-compliant offenders.
If cost is a major factor, there is an option to exclude the Surface Mount Sensors.

Alternative B

\$15,925.60 (plus GST) incl Install and setup. Monthly ongoing \$270 (Plus GST) pm.
Excludes 13 x Surface Mounted Sensors, 2 x SMU Repeater, 1 x SMU Gateway.

Motion Result: Motion lapsed as Quote Approval - Visitor Parking Solutions was LOST

14. Visitor Parking Solutions Contract

- 14.1 That Visitor Parking Solutions be appointed to undertake building work on the terms and conditions contained in the written Building Contract, a copy of which is attached to the notice of this meeting;

Motion Result: Defeated by Simple Majority

- 14.2 That the authority to execute the Building Contract, for and on behalf of the Owners Corporation, be delegated to one of the following:

- a. a specified committee member; or
- b. the building manager; or
- c. the strata managing agent

Motion Result: Defeated by Simple Majority

- 14.3 That, where the Building Contract requires, the common seal of the Owners Corporation be affixed by the strata managing agent, in accordance with Section 273 of the Act to the Building Contract attached to the notice of this meeting and that person undertake any necessary ancillary initialling or execution of the Building Contract if required.

Motion Result: Defeated by Simple Majority

Closure

There being no further business the Chairperson declared the meeting closed at 07:10 PM.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

MINUTES OF GENERAL MEETING

The Owners – Strata Plan No 94469
ALTITUDE
330 CHURCH STREET, PARRAMATTA, NSW, 2150

These are the minutes of the General Meeting for The Owners – Strata Plan No 94469 held at Video Conference: <https://meet.nswstrata.com.au/665587652> commencing at 6:00 PM on Wednesday 06 September 2023.

Lots Represented

<u>Lot No</u>	<u>Name</u>	<u>Capacity</u>
193	LUCKAS PRASTEYA, SANDRIATI PANGESTU Proxy to Sachin Sharma	Proxy present
196	FOUADI KHALIL, MAHMOUD BACHER Proxy to Lindsay Stevens	Proxy present
241	HOLIM WON	Owner present
292	NINA ANNA LAURETI Proxy to Sachin Sharma	Proxy present
298	LINDSAY MICHAEL STEVENS	Owner present
351	MATTEW JOHN SANDERSON	Owner present

In Attendance

Sachin Sharma representing New South Wales Strata Management Pty Ltd.

Chairperson

Sachin Sharma (Under delegation)

Secretary

Sachin Sharma representing New South Wales Strata Management Pty Ltd under delegated authority.

Apologies

Quorum

Chairperson's declaration regarding the absence of a quorum: At 6:30PM the Chairperson noted that a quorum was not present for the meeting to continue. The lack of quorum continued for the next half-hour at which point, the chairperson declared, pursuant to Clause 17 (4) (b) of Schedule 1 to the Act, that those present either personally or by duly appointed proxy and who are entitled to vote on the motion would now constitute a quorum for the purposes of considering the outstanding motions or business of the meeting. The majority of those present at the meeting supported this declaration by the Chairperson.

Motions

1. MINUTES

- 1.1 That the minutes of the last general meeting of the Owners Corporation, held on 27/06/2023, be confirmed as a true record of the proceedings of that meeting.

Motion Result: Passed by Simple Majority

2. EXPERT DETERMINATION PROCESS

- 2.1 The owners corporation RESOLVES to appoint the strata managing agent, and (separately) the members of its strata committee (acting by majority of their number), to provide instructions to Chambers Russell Lawyers from time to time as required on the day to day administration of the expert determination pursuant to the Deed of Settlement & Release ("Deed of Settlement") with Karimbla Construction Services Pty Ltd and Karimbla Properties (No. 22) Pty Ltd (together "Meriton") exchanged on 4 April 2023 and including any legal submissions to the expert determiner (Ms Janet Grey) and conceding particular items where recommended by the experts and/or Chambers Russell Lawyers; and

Motion Result: Passed by Simple Majority

- 2.2 The owners corporation RESOLVES to instruct Chambers Russell Lawyers, in connection with the conduct of the expert determination process under the Deed of Settlement (and any deed of variation approved by the owners during a general meeting) 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 the expert determination to finality, without limitation including engaging, briefing and liaising with expert witnesses to properly evidence, particularise and quantify the owners corporation's claims in the expert determination process, and engaging barristers to assist with the preparation and conduct of the owners corporation's case, unless subsequently instructed otherwise.

Motion Result: Passed by Simple Majority

3. DEED OF VARIATION

- 3.1 The owners corporation RESOLVES to agree to amend the Deed of Settlement with Meriton in respect of the expert determination process regarding the building defects in the common property of the strata scheme on the terms set out in the proposed draft Deed of Variation as recommended in the email advice of Chambers Russell Lawyers dated 1 August 2023 ("Deed of Variation"); and

Motion Result: Passed by Simple Majority

- 3.2 The owners corporation RESOLVES to authorise the strata committee and the strata managing agent (as applicable), to execute the Deed of Variation, and affix the common seal in accordance with Section 273 of the Act of the Strata Plan to it as required to do so.

Motion Result: Passed by Simple Majority

4. REJECTING THE DEED OF VARIATION

- 4.1 The owners corporation RESOLVES to reject the proposed Deed of Variation with Meriton of the expert determination process regarding the building defects in the common property of the strata scheme on the terms set out in the proposed draft Deed of Variation; and
Motion Result: Defeated by Simple Majority
- 4.2 The owners corporation RESOLVES to continue the expert determination on the terms set out in the Deed of Settlement with Meriton.
Motion Result: Defeated by Simple Majority

Closure

There being no further business the Chairperson declared the meeting closed at 06:40 PM.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

JANUARY 3, 2019



ACP INSPECTION REPORT

SP94469: 330 CHURCH STREET, PARRAMATTA NSW 2150

W: NOVIION.COM.AU
E: ADMIN@NOVIION.COM.AU
T: 02 9635 5461
ABN: 63 607 716 772

Summary

Client	SP94469
Client Address	330 Church Street, Parramatta
Client Representative	NSW Strata Management
Attention	Michael Longhurst
Job #	1670

Revision History

Revision	Date
1	January 3, 2018

Building Description

The building is a multi-storey structure with reinforced concrete slabs and an underground basement.

Building Classification:

The building is classified in accordance with Section A3.2 of the Building Code of Australia as:

Class 6: a shop or other building for the sale of goods by retail or the supply of services direct to the public

Class 2: a building containing 2 or more sole-occupancy units each being a separate dwelling.

Class 7a: a building which is a carpark

Scope

The building was inspected on the 18th of December 2018 to assess the façade for Aluminium Composite Panels (ACP).

The inspection was visual in nature with no destructive or tactile assessment of the facade elements undertaken.

Inspection Information

The inspection was undertaken during fine weather conditions.

For the purpose of this report, the front of the building faces north.

Limitation of the report

See section 2 Report Conditions

1 Assessment

An initial building inspection was undertaken to determine the presence of Aluminium Composite Panels (ACP) on the building façade. Aluminium Composite Panels (ACPs) are manufactured with various cores ranging from the flammable Polyethylene (PE) core up to the fully non-combustible Aluminium honeycomb core.

The inspection consisted of an initial walkaround along the building to determine the presence of cladding panels. Access was limited to the council footpath around the perimeter of the building.

The complex was found to consist of a concrete framed structure with a combination of glass infill panels, rendered facade walls and ACP panels. Silver/grey coloured cladding panels were observed on the eastern and northern elevations of the building. The observed cladding makes up less than 5% of the external façade.

No information has been provided regarding the installation or type of panels on the façade of the structure.



Photograph 1 – Presence of cladding on the eastern elevation



Photograph 2 – Cladding panels identify on the soffit of the carpark entrance on the eastern elevation.



Photograph 3 – Cladding panels identify on the facade on the northern elevation of the building.



Photograph 4 – Cladding panels identify on the facade on the northern elevation of the building.

Recommendation

Based on the site review of the installed cladding at the property, it is recommended to undertake a tactile and intrusive investigation of these elements. Intrusive investigations will entail either removal or a sample core hole through the existing panels to confirm whether the panels are solid and do not contain aluminium composite material (ACM). Alternatively, review of the façade drawings may allow for the identification of the installed cladding panels.

These steps regarding the identification of ACP are outlined in the process provided in following flow chart.

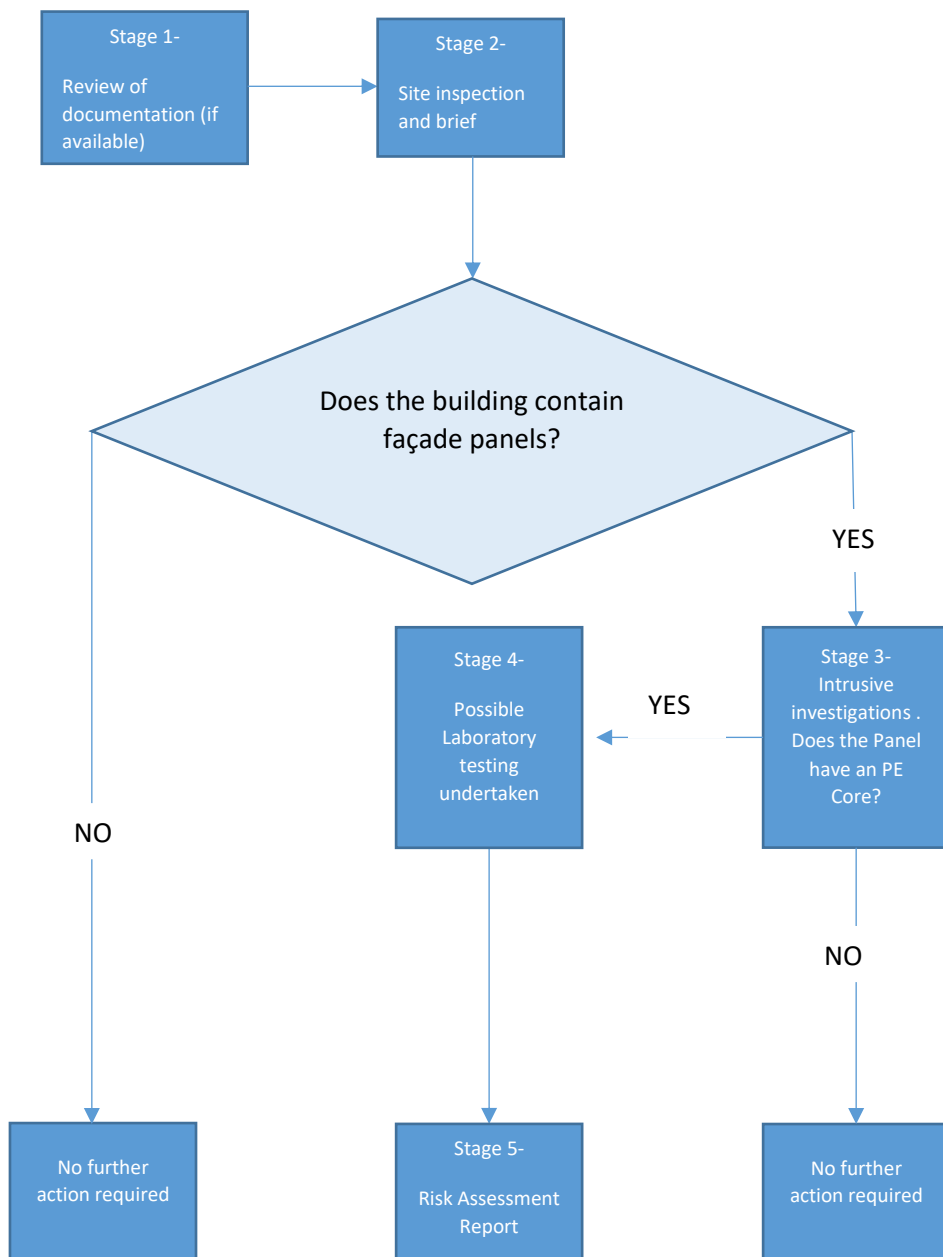


Figure 1: ACP inspection process

2 Report Conditions

1. Noviiion Engineering has been engaged by the above client to produce a report in accordance with the terms and conditions for the inspection as per the fee proposal and/or our standard terms and conditions.
2. This report is based upon a visual inspection of the property and, limited to the scope of works mentioned above.
3. The works are limited to those described above. This report has been prepared for "The Client", and should not be relied upon by any third party.
4. No responsibility is undertaken to any third party in the use of this report.
5. No detailed calculations or quantitative assessments of the adequacy or compliance of the building to current design codes or the Building Code of Australia (BCA) were carried out as part of this survey, nor was any physical materials testing carried out or enquiries made of statutory authorities in connection with the building.
6. Note that while all reasonable effort was made to access all areas of concern, some areas were difficult to access. We have not inspected those parts of the building or its services which are built in, covered up or otherwise made inaccessible in the normal course of construction or occupation and we are, therefore, unable to state that such parts are free from rot, beetle, corrosion or any other defect whatsoever.
7. Whilst this report is based on a reasonably detailed visual inspection of the building described in this report, we do not purport to have discovered or seen every hidden defect or structural condition in existence and as such, defects or structural conditions should not be inferred from the descriptions or photographs forming this report.
8. Our inspection was related to strictly the identified in the fee proposal and excludes defects, which are not reasonably detectable during a visual inspection.
9. We did not inspect drainage systems, hydraulic services, ventilation systems, fire protection systems, or other elements, which would require opening up of the structure fabric.
10. Our services do not extend to advising on asbestos and We shall have no liability for any claims arising out of or in connection with asbestos.
11. Noviiion Engineering Pty Ltd provides no warranty for its contents to any client or third Party. We take no responsibility for any loss or damages due to any assumptions or comments made in this report.
12. Noviiion Engineering Pty Ltd limits its liability by producing this document to a maximum of the value of the services it has provided for this item of work and will not be liable for any indirect or consequential loss or damages including loss of profits or loss of opportunity.
13. For any information or recommendation no guarantee is given that the above information will solve the issues identified.
14. Noviiion Engineering Pty Ltd retains full copyright ownership in this Report. Once full payment for the completion of this Report is received, We provide a license to the Client to use this Report only for the purposes under which Noviiion Engineering Pty Ltd was instructed to prepare it.
15. Our observations and comments are made based on our experience. These observations may or may not be the actual cause of the issue, given the nature of remedial engineering's. The identified issues may be the result of a combination of multiple sources. As such no guarantee or liability is given that the above information will solve the issues identified.
16. Information in this report is based on our visual observations which are in line with our previous experience dealing with similar issues. Unless noted otherwise, no destructive investigations were undertaken. Noviiion Engineering Pty Ltd (ABN 63 607716 772) cannot accept any responsibility or liability for any use of or reliance on the contents of this report by any third party
17. Except to the extent noted in this report, we have not made enquiries of any statutory authorities concerning the present arrangements within the building or the likely effect of any proposed occupation. We should advise that the complexity of the Building Codes and other statutory enactments can have a material effect on the way in which building may be planned and used and upon the cost on consequential work. It is assumed that professional advice will be sought at the appropriate stage to determine any works which may be necessary due to any planned occupation.
18. We have not, except to the extent mentioned in this report, carried out any tests or made any enquiries concerning particular materials.
19. In cases where suppliers or contractors or consultants are instructed to carry out tests or prepare reports, it should be noted, whilst we will take every care in instructing these suppliers or contractors or consultants, we cannot accept responsibility for their report and shall not be liable for error or omission therein. In appointing such suppliers or contractors or consultants we act only as an agent on behalf of the client, and the contractual rights and obligations lie directly between the client and the relevant suppliers or contractors or consultants.

20. This assessment has only considered the likelihood of ACP panelling being used on site. It has not considered the flammability of the building or made any recommendations about the overall fireproofing and material choice of the structure.
21. This assessment has only considered the likelihood of ACP panelling being used as a general façade and cladding material on the building. We cannot confirm if isolated instances of differing products with similar appearances have been used.
22. Noviiion Engineering does not state, affirm, imply, endorse, or otherwise by any action, express or implied, indicate that the use of the words in this report intends to convey any meaning of guarantee nor assumes any responsibility for the fireproofing of the building inspected and documented by the inspector.

OCTOBER 5, 2018



BUILDING DEFECTS REPORT Part 1/2

SP94469: 330 CHURCH STREET, PARRAMATTA NSW 2150

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Summary

Client	SP94469
Client Address	330 Church Street, Parramatta
Attention	New South Wales Strata Management
Job #	1391

Revision History

Revision	Date	Author
1	October 5, 2018	George Dahrie (Principal Engineer)

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1 Expert Witness Statement

I have practiced for 10 years in building construction and engineering consultancy and consider my experience and education qualify me to give expert opinion in respect of the defects alleged in this matter. An abridged CV is appended to this report.

I have read and agree to be bound by the Expert Codes of Conduct, contained in the NCAT Procedural Direction 3 (Appendix A) and applied the Code to the best of my ability in the preparation of this report and, if required, I agree to be bound by the Code in the giving of evidence in this matter.

To my knowledge, no reasons exist that give rise to conflict of interest, on my part, with respect to the Applicant in this matter.

I have conducted the investigations I consider appropriate but reserve my right to amend my opinions if other information become available that affects my advice.

Annexure A contains a true copy of NCAT Procedural Direction 3



George Dahrie

Principal Engineer BE (Hons)

Noviion Pty Ltd

2 Executive Summary

I performed an independent inspection of the property at 330 Church Street, Parramatta on multiple days throughout 2018 beginning on the 21st of August 2018. During the inspections, the weather was fine. A visual inspection and measurement was performed only. No destructive or intrusive testing was undertaken.

It should be noted that this report includes but not limited to areas of the building in which occupation certificates were issued on the 2/11/2016

The construction of the apartments is considered average with average anticipated defects for a property of this age and type.

Table 1 listed below identifies the defects found during the days of inspection.

Table 1 - Table of Building Defects located within this report describes the defects observed, the location and rectification procedures.

3 Introduction

3.1 Brief

Noviion Pty Ltd has been retained by NSW Strata Management, being Strata Managers for SP94469, to conduct a building defects inspection and report on the residential complex including all units and common areas at 330 Church Street, Parramatta.

3.2 Building Description

The property includes 380 apartments and a common basement carpark, ground level shops and a common courtyard. The property is approximately flat from the street towards the rear. For the purposes of description in this report the front of the property faces *South* (church Street elevation).

The building is a 54-storey building and is constructed with composite materials including pre-cast concrete panels and glass panels with a concrete flat roof. General construction of apartments is concrete common walls and lightweight stud walls with reinforced concrete floors.

The property was completed in line with the following occupation certificates:

Description of the OC	Application Received	Application Approved
Western Tower, parking Level P4, ground floor (lobby only) and levels 5-17	2/11/2016	2/11/2016
West tower – Levels 18-26 & car parking level P3 excluding 1803, 1903, 2003, 2103, 2203, 2303, 2403, 2503 & 2603	2/03/2017	3/03/2017
Level 4 podium East and West tower indoor and outdoor swimming pools and associated toilet facilities	5/05/2017	5/05/2017
West tower units 2703, 2903, 3003, 3103, 3203, 3303, 3403, 3503, 3603, 3703, 3803, 3903, 4003 and remainder of development	5/06/2017	8/06/2017
West Tower – Units 503, 603, 703, 803, 903, 1003, 1103, 1203, 1303, 1403, 1503, 1603, 1703, 1803, 1903, 2003, 2103, 2203, 2303, 2403, 2503 and 2603	30/06/2017	30/06/2017
West Tower levels 41-53	13/07/2017	14/07/2017
West Tower Level 28 & Levels 1-3 with associated carpark for Level 1	23/08/2017	24/08/2017
West Tower 03 units Levels 27-53	6/09/2017	6/09/2017
Car Parking Levels 2 and 3	6/09/2017	19/09/2017
Residential West Tower level 4 units	9/11/2017	13/11/2017
Penthouses 5401 & 5402, Level 4 units 402 & 403	17/11/2017	20/11/2017

3.3 Building Classification

The building is classified in accordance with Section A3.2 of the Building Code of Australia as follows:

Class 2: a building containing 2 or more sole-occupancy units each being a separate dwelling

Class 7a: a building which is a carpark

Class 6: a shop or other building for the sale of goods by retail or the supply of services direct to the public

3.4 Inspection and Scope of Report

Inspection of common areas and interior and exterior of apartments was completed by Noviiion on multiple days throughout 2018 beginning on the 21st of August 2018. All inspections were visual in nature and in those reasonably accessible areas of the building. No destructive or intrusive testing was undertaken. Visual inspection and measurement was performed only. Photographs included in this report were taken using a Panasonic Lumix DMC-FT25 digital camera. The photographs have not been enhanced or altered in anyway.

3.5 Qualifications

I have the following qualifications and experience:

Bachelor of Engineering (Structural)

Member of Engineers Australia

I have over 10 years' experience in design engineering and construction

Annexure B is a copy of CV of George Dahrie.

3.6 Field of Expertise

I have specialised knowledge in the area of building, defect identification and remediation. My qualifications as an engineer allow me to provide detailed reporting and findings on all areas of building defects. Major clients include Strata Managers, building owners and building contractors.

3.7 Assumptions

I have made no assumptions in the assessment of building defects and in preparing this report.

3.8 Documents Provided

The following documents were provided to me (included in Annexure C):

- Strata Plan Form SP94469

3.9 Applicable Standards and Codes

I have relied on the multiple codes and standards, including the following:

- Building Code of Australia Volume 1 Class 2 - 9 -2016 (referred to as BCA within this report).
The subject building works are required to comply with Division 8A, Section 98 of the Environmental Planning & Assessment Regulation 2000 '*Compliance with Building Code of Australia and insurance requirements under the Home Building Act 1989*' Clause (3)' which in summary states that building works subject to authority approval are required to comply with the Building Code of Australia that was adopted and in use at the time of lodgment of the Construction Certificate relevant to those building works.
- NSW Office of Fair Trading – Guide to Standards and Tolerances 2017
As reference for guidelines applicable to these works and used as a means of initial identification of possible defects as applicable.
- Home Building Act 1989 (NSW)
- AS2870-2011 Residential slabs & footings
- AS1288-2006 Glass in buildings
- AS2208-1996 Safety glazing materials in buildings
- AS3958.1-2007 Ceramic tiles.

3.10 Moisture Metering

Moisture metering is performed with a calibrated *GE Protimeter Surveymaster* moisture measurement system which is used for measuring the moisture level of non-conductive and porous construction materials. Refer to Annexure D for further information relating to moisture metering.

3.11 General Building Defects

Defects identified in this report and detailed in the Table 1 - Table of Building Defects create a breach one or more of the below statutory warranties;

Home Building Act 1989

The following warranties by the holder of a contractor license, or a person required to hold a contractor license before entering into a contract, are implied in every contract to do residential building work

Part 2C Section 18B:

- a) a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,
- b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new,
- c) a warranty that the work will be done in accordance with and will comply with, this or any other law,
- d) a warranty that the work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time,

- e) a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment will result in a dwelling that is reasonably fit for occupation as a dwelling,
- f) a warranty that the work and any materials used in doing the work will be reasonably fit for the specified purpose and to achieve the result that the owner desires the work to achieve, so as to show that the owner relies on the holder's or person's skill and judgment

Other Australian Acts, Codes, Standards and Guides that support the assessment of a building defect are included in Table 1 - Table of Building Defects.

4 Further Investigation

The rectification procedures outlined in Table 1 of this report are based on a visual non-invasive assessment of the building.

Invasive assessment of the building may assist in determining the extent of rectification required of concealed elements where there is no agreement between the builder/developer and owners corporation in terms of acceptance of building defects and rectification methods.

Invasive testing could be performed by the author of this report with an assisting licensed Builder, followed by preparation and submission of a supplementary report if required to assist in resolving disputed building defects.

5 Systemic Defects

The following defects were each observed in at least 30% of all the units inspected. It is my opinion that these should be classified as recurring defects.

5.1 Falls in Shower Recess

5.1.1 Defect Description and Breach

Defect	<p>Insufficient falls to drainage outlet.</p> <p>Ponding water may cause accelerate deterioration of the waterproofing membrane.</p>
Breach	<p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>AS 3740 – 2010 Waterproofing of domestic wet areas</p> <p>3.4 SHOWER FLOORS</p> <p>Falls in shower floors shall be sufficient to prevent—</p> <p>(a) surface water from being retained on the shower floor (except for residual water remaining due to surface tension); and</p> <p>(b) water from discharging outside the shower area.</p> <p>For shower areas with a vertical separation between the shower area and the wet area, such as a shower screen, hob, step-down or water stop, the fall to the waste shall be 1:100. As a minimum for other shower areas, the fall shall be a minimum of 1:80.</p> <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 14.03 Shower recess and components <p>This is a defect because 'water ponds and does not drain' as outlined in Section 14.03 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification and loss of building durability.</p> <p>The observed insufficient falls has resulted in localised ponding within the shower recess, and as such a loss of amenity.</p>

5.1.2 Rectification

<ol style="list-style-type: none"> 1. Remove existing tiles, fixtures and screed in wet areas with inadequate falls; 2. Remove waterproofing back to bare concrete; 3. Apply suitable waterproofing with correct penetration, drainage, upturns and wall opening detailing. 4. Apply graded sand and cement screed with moisture retarder, achieve minimum fall requirements as per the B.C.A and AS3740; 5. Waterproof over bedding before retiling; 6. Seal appropriately around all slab penetrations; 7. Apply tiles to screed with adequate quantity of adhesive to ensure sound bond; 8. Reinstall all fixtures 9. Clean and make good.
--

5.2 Falls in Balcony

5.2.1 Defect Description and Breach

Defect	<p>Insufficient falls to drainage outlet.</p> <p>Ponding water may cause accelerate deterioration of the waterproofing membrane.</p>
Breach	<p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>AS 4654 – 2012 Waterproofing membranes for external use</p> <p>Falls in finishes shall ensure water drains to the drainage outlet. Water shall not be retained on the finished surface with the exception of residual water remaining due to surface tension.</p> <p>The fall shall be in the structural substrate, or formed by a screed over the structural substrate.</p> <p>NOTE: Falls for surface drainage should be no flatter than 1 in 100.</p> <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 14.7 Ponding on waterproof decks and balconies <p>This is a defect because 'water ponds or does not drain' as outlined in Section 14.7 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification and loss of building durability.</p> <p>The observed insufficient falls has resulted in localised ponding within areas of the balcony, which has caused a loss of amenity.</p>

5.2.2 Rectification

1. Remove existing tiles and screed in wet areas with inadequate falls;
2. Remove waterproofing back to bare concrete;
3. Apply suitable waterproofing with correct penetration, drainage, upturns and wall opening detailing.
4. Apply graded sand and cement screed with moisture retarder, achieve minimum fall requirements as per the B.C.A and AS3740;
5. Waterproof over bedding before retiling;
6. Seal appropriately around all slab penetrations;
7. Apply tiles to screed with adequate quantity of adhesive to ensure sound bond;
8. Clean and make good.

5.3 No Overflow

5.3.1 Defect Description and Breach

Defect	No overflow device observed.
Breach	<p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss suffered is cost of rectification.</p> <p>National Construction Code (NCC)-Volume 3 – Plumbing Code of Australia</p> <p>Part D Stormwater Drainage systems</p> <p>DP1.2 –Overflow devices or measures-</p> <p>(a) The roof drainage system must be designed, installed and maintained to dispose of stormwater flows due to extreme rainfall events by the installation and maintenance of overflow devices or measures of required capacity</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>

5.3.2 Rectification

<ol style="list-style-type: none"> 1. Protect adjacent areas 2. Install overflow device in accordance with AS 3500.3:2003– Stormwater Drainage
--

5.4 Glazing Certification

5.4.1 Defect Description and Breach

Defect	<p>Glazing panels to glass balustrades, windows, sliding doors and shower screens which may be impacted by persons are not identified as safety glass with suitable markings on the glazing panels.</p> <p>Safety glass is required in these building elements to reduce the risk of injury to persons from accidental impact.</p>
Breach	<p>Home Building Act (NSW) 1989 Part 2C, 18B (b).</p> <p>Building Code of Australia, Volume 1 Section B Structural Provisions Part B1 Performance Requirements BP1.3 and B1.4</p> <p>AS1288 – 2006 Glass in Buildings Clause 5.23</p> <p>This is a breach because section BP1.3 part (a) and (b) and B1.4 of the BCA require these glazing panels to be safety glass and have identification marking on the glazing panels as noted in AS1288 confirming compliance with AS/NZS2208 Safety glazing materials.</p> <p>Loss Suffered Loss suffered is cost of rectification if glazing panels are not found to be safety glass.</p>

5.4.2 Rectification

Obtain certification from glazing panel suppliers to verify if glazing panels are complying safety glass elements.

If certification is not available inspection and assessment of the glazing elements by an experienced licensed glazier is advised to determine the type of glass installed.

If the glazier determines the glass panels are not safety glass then replace the glazing panels as advised by the glazier.

5.5 Unpainted doors

5.5.1 Defect Description and Breach

Defect	Top and bottom of doors have not been painted.
Breach	<p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>Section 13.02 Surface finish of paintwork in the Office of Fair Trading 'Guide to Standards and Tolerances' 2017 which stipulates that application defects or blemishes in paintwork that are visible from a normal viewing position are a defect.</p> <p>In failing to adequately paint the top and bottom of the doors, an unsatisfactory standard of workmanship has been executed.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>

5.5.2 Rectification

1. Protect areas not intended to have paint applied
2. Fill in gaps, holes or dents with suitable product and make surface even;
3. Clean and prepare surface prior to application of paint;
4. Apply one coat of primer;
5. Apply two coats of acrylic paint in accordance with manufacturer's instructions to match existing.

5.6 Inaccessible Inspection Hole

5.6.1 Defect Description and Breach

Defect	The inspection hole observed to be inaccessible in the built in of the unit, with a maximum clearance of 260mm. As such, the air-conditioning units are not accessible for servicing.
Breach	Home Building Act (NSW) 1989 <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). Loss Suffered Loss suffered is cost of amenity.

5.6.2 Rectification

1. Protect all surrounding surfaces.
2. Remove the cabinetry in the built in where the manhole is located to allow for an accessible inspection hole.
3. Clean and make good.

5.7 Fading of Window/Door frame

5.7.1 Defect Description and Breach

Defect	The external and internal faces of window and door frames in the unit.
Breach	<p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a), (b) and (c). <p>Australian Standard 4506:2005 – Metal Finishing – Thermoset Powder Coatings</p> <p>Appendix C - Weathering performance of powder-coated metal products in AS4506-2005 stipulates that loss of gloss is caused by ageing as a result of ultraviolet light, however in a newly constructed building excessive fading of powder-coated metal products affecting the performance of protection is a defect.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>

5.7.2 Rectification

1. Protect all surrounding surfaces.
2. Remove window frames that are affected by fading and re-install new window frames to match existing in accordance with manufacturers specifications and AS4506-2005.
3. Clean and make good.

5.8 Efflorescence staining on Window/Door frame

5.8.1 Defect Description and Breach

Defect	<p>Staining was observed on the joints of the window frames.</p> <p>No active leak was observed at the time of inspection, however the staining indicated previous water ingress</p>
Breach	<p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 9.2 – Weather-tightness of windows, doors, and window and door frames <p>Window frame and door frame installations are defective if, due to the builder's workmanship, they leak or cause unhealthy or dangerous conditions, loss of amenity for occupants, undue dampness or deterioration of building elements. Windows and doors are defective if, when closed, they allow the entry of water. Water entry through doors is not defective if they are not intended to prevent water entry. For example, vehicle access doors.</p> <p>Windows and doors are defective if they are not sealed in accordance with the requirements of the Building Code of Australia, where required.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>

5.8.2 Rectification

1. Undertake water testing
2. Engage a qualified tradesman to reseal all affected windows in accordance with manufacturers' specifications to prevent water ingress causing efflorescence staining.

5.9 Paint overrun on Window/Door frame

5.9.1 Defect Description and Breach

Defect	Paint overrun was observed on the door and window frames.
Breach	<p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>Section 13.02 Surface finish of paintwork in the Office of Fair Trading 'Guide to Standards and Tolerances' 2017 which stipulates that application defects or blemishes in paintwork that are visible from a normal viewing position are a defect.</p> <p>In failing to adequately paint the window/door frames, an unsatisfactory standard of workmanship has been executed.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>

5.9.2 Rectification

1. Protect all adjoining surfaces surrounding the work area.
2. Remove pictures etc. as required to access the plasterboard wall. Store on site for reinstatement.
3. Repaint the affected wall to match existing using suitable interior paint system in accordance with the manufacturers specifications.
4. Reinstall the pictures etc. to match as previous.
5. Clean up work area.

5.10 Poor Paint Application

5.10.1 Defect Description and Breach

Defect	Paint application is inadequate, paint has not been applied in accordance with manufacture's specifications.
Breach	<p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>Section 13.02 Surface finish of paintwork in the Office of Fair Trading 'Guide to Standards and Tolerances' 2017 which stipulates that Paintwork is defective if the application has blemishes such as paint runs, paint sags, wrinkling, dust, bare or starved painted areas, colour variations, surface cracks, irregular and coarse brush marks, sanding marks, blistering, non-uniformity of gloss level and other irregularities in the surface that are visible from a normal viewing position.</p> <p>Paintwork is defective if the application results in excessive over-painting of fittings, trims, skirtings, architraves, glazing and other finished edges.</p> <p>In failing to adequately paint the plasterboard wall, an unsatisfactory standard of workmanship has been executed.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>

5.10.2 Rectification

1. Protect all adjoining surfaces surrounding the work area.
2. Remove pictures etc. as required to access the plasterboard wall. Store on site for reinstatement.
3. Repaint the affected wall to match existing using suitable interior paint system in accordance with the manufacturers specifications.
4. Reinstall the pictures etc. to match as previous.
5. Clean up work area.

5.11 Poor Paint and Sealant Application to Shadow Line

5.11.1 Defect Description and Breach

Defect	The shadow line in the ceiling and wall junction was observed to be poorly painted and have an inadequate application of flexible sealant.
Breach	<p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>Section 13.02 Surface finish of paintwork in the Office of Fair Trading 'Guide to Standards and Tolerances' 2017 which stipulates that application defects or blemishes in paintwork that are visible from a normal viewing position are a defect.</p> <p>In failing to adequately paint the shadow line, an unsatisfactory standard of workmanship has been executed.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>

5.11.2 Rectification

1. Protect all adjoining surfaces surrounding the work area.
2. Remove pictures etc. as required to access the plasterboard wall. Store on site for reinstatement.
3. Repaint the affected wall to match existing using suitable interior paint system in accordance with the manufacturers specifications.
4. Reinstall the pictures etc. to match as previous.
5. Clean up work area.

5.12 Fire door not certified

5.12.1 Defect Description and Breach

Defect	Fire door was not certified by the installer.
Breach	<p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>AS1905.1 – 2005 Components for the protection of openings in fire resistant walls. Clause 6.1.2</p> <p>This is a breach because clause 6.1.2 of AS1905.1-2005 requires the installer to certify the door using a metal tag in accordance with the BCA.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>

5.12.2 Rectification

Engage a licenced tradesman to certify the door in accordance with manufacturers specifications and AS1905.1 - 2005.

5.13 Poorly set plasterboard

5.13.1 Defect Description and Breach

Defect	Plasterboard was observed to be inadequately set.
Breach	<p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>Section 10.13 Level of finish for plasterboard in the Office of Fair Trading 'Guide to Standards and Tolerances' 2017 which stipulates that application defects or blemishes in plasterboard that are visible from a normal viewing position are a defect.</p> <p>In failing to adequately set the plasterboard, an unsatisfactory standard of workmanship has been executed.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>

5.13.2 Rectification

1. Protect all adjoining surfaces surrounding the work area.
2. Remove pictures etc. as required to access the plasterboard wall. Store on site for reinstatement.
3. Re-set the affected wall to match existing and provide a level finish.
4. Repaint the affected wall to match existing using suitable interior paint system in accordance with the manufacturers specifications.
5. Reinstall the pictures etc. to match as previous.
6. Clean up work area.

5.14 Separation/Cracking

5.14.1 Defect Description and Breach

Defect	<p><u>Plasterboard</u></p> <ul style="list-style-type: none"> • Greater than 1mm <p>Separation of the plasterboard wall sheeting.</p> <p><u>Skirting board</u></p> <ul style="list-style-type: none"> • Greater than 1mm <p>Separation of architrave observed.</p> <p><u>Render</u></p> <ul style="list-style-type: none"> • Greater than 1mm <p>Separation of render observed.</p>
Breach	<p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> • Part 2C, 18B (a) & (c). <p><u>Plasterboard</u></p> <p>Guide to Standards and Tolerances 2017</p> <p>Section 10.14 Cracking in plasterboard, hard plaster and other plaster elements in the Office of fair trading “Guide to standards and tolerances” dated 2017 states that cracking in recessed and butt joints is defective if it exists at handover or exceeds 1 mm in width within the first 24 months of completion and can be seen from a normal viewing position.</p> <p><u>Skirting board</u></p> <p>Guide to Standards and Tolerances 2017</p> <p>10.16 Cracking at junctions of dissimilar materials</p> <p>Cracking at junctions between dissimilar materials is a defect if it is greater than 1 mm or is visible from a normal viewing position.</p> <p><u>Render</u></p> <p>Guide to Standards and Tolerances 2017</p> <p>Crack categories are assessed in accordance with Section 3.02.</p> <p>Cracks are classed as exceeding Category 1 but not exceeding Category 2 damage.</p> <p>Category 2 damage cracks are considered a defect and require repair work.</p> <p>AS2870-2011 Residential footings and slabs</p> <p>Crack categories are assessed in accordance with Table C1 CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS</p> <p>Cracks exceed Category 1 but do not exceed damage Category 2.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>

5.14.2 Rectification

Plasterboard

1. Protect all surrounding surfaces
2. Remove all existing jointing materials.
3. Ensure the plasterboard sheeting is adequately affixed to supporting structure.
4. Re-set the joint between the plasterboard sheets in accordance with the manufacturer's instructions
5. Repaint the affected bulkhead to match existing using suitable interior paint system in accordance with AS2311.
6. Clean up work area.

Skirting board

1. Appropriately fix the skirting boards
2. Apply a bead of flexible sealant to the joint between the skirting board and wall
3. As required, all affected surfaces are to be painted with an appropriate paint system to match as close as possible to the existing in accordance with the manufacturer's recommendations and AS2311 – Guide to the painting of buildings.

Render

1. Protect all surrounding surfaces
2. Remove cracked rendered surfaces to closest architectural line
3. Install new render to blend into the existing surface
4. Repaint to match existing using suitable external paint system in accordance with AS2311.

5.15 Overflow not waterproofed



5.15.1 Defect Description and Breach



Defect	Overflow on balcony observed to have no waterproofing membrane application.
Breach	<p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 14.05 – Waterproof decks and balconies substrate <p>This is a defect because the overflow was not waterproofed as intended by the manufacturer' as outlined in Section 14.05 of the Guide to Standards and Tolerances 2017.</p> <p>AS4654.2 – 2012 WATERPROOFING MEMBRANES FOR EXTERNAL USE</p> <p>Clause 2.11</p> <p>This is a breach because clause 2.11 of AS4654.2 -2012 requires the that the balcony membrane be turned into the overflow to prevent moisture from tracking behind the membrane.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>



5.15.2 Rectification



1. Remove existing tiles and screed in wet areas.
2. Remove waterproofing back to bare concrete.
3. Apply suitable waterproofing with correct penetration, drainage, upturns and wall opening detailing.
4. Apply graded sand and cement screed with moisture retarder, achieve minimum fall requirements as per the B.C.A and AS 4654.
5. Waterproof over bedding before retiling.
6. Seal appropriately around all slab penetrations.
7. Apply tiles to screed with adequate quantity of adhesive to ensure sound bond.
8. Clean and make good.



6 Table 1 - Table of Building Defect



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
Unit 101				
1	<i>Windows frames throughout unit.</i>	See section 5.7.1	See section 5.7.2	
2	<i>Balcony</i>	See section 5.3.1	See section 5.3.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
3	Balcony	See section 5.2.1 Fall (mm); 5/1000	See section 5.2.2	 


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
4	External façade	<p>Construction debris observed on the external façade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<p>4. Protect all adjoining surfaces.</p> <p>5. Use a suitable cleaning agent to remove residue and clear debris.</p> <p>6. Clean up the work area.</p>	
5	Balcony façade wall	<p>Drip groove on façade observed to have no stop end.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	<p>Engage a licenced tradesman to install stop end to drip groove and redirect water in accordance with manufacturers specifications.</p>	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
6	Balcony façade	<p>Loose gasket observed on awning.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to correctly fit gasket to awning in accordance with manufacturers specifications.	
7	Balcony	See section 5.4.1	See section 5.4.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
8	Balcony sliding door	See section 5.4.1	See section 5.4.2	
9	Lounge room window frames on southern elevation.	See section 5.8.1	See section 5.8.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
10	Lounge room	See section 5.11.1	See section 5.11.2	
11	Front entry door	<p>Fire door and frame observed to be two different brands.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesperson to remove fire door and install a suitable fire door to match existing door frame as advised by fire engineer.	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
12	<i>Doors throughout the unit (x3)</i>	See section 5.5.1	See section 5.5.2	
13	<i>Main bedroom built-in</i>	See section 5.6.1	See section 5.6.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
14	Main bedroom window frames	See section 5.8.1	See section 5.8.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
15	Main bedroom ensuite	See section 5.1.1 Fall(mm); 5/1000	See section 5.1.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
16	Main bedroom ensuite window bulkhead	See section 5.10.1	See section 5.10.2	 A photograph showing a white bulkhead or window frame area. A timestamp in the bottom right corner reads "2022-08/AUG/20 12".
17	Main bathroom window frames	See section 5.8.1	See section 5.8.2	 A photograph showing a window frame and surrounding wall area. A timestamp in the bottom right corner reads "2022-08/AUG/20 12".



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
18	Main bathroom	See section 5.1.1 Falls(mm); 5/1000	See section 5.1.2	 



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
19	Second bedroom built-in	See section 5.6.1	See section 5.6.2	
20	Second bedroom window frames	See section 5.8.1	See section 5.8.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
21	<i>Second bedroom skirting board.</i>	See section 5.14.1 Separation; 2mm	See section 5.14.2	
22	<i>Lounge room skirting adjacent to entry door.</i>	See section 5.10.1	See section 5.10.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
Unit 102				
23	Front entry door	<p>Fire door and frame observed to be two different brands.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesperson to remove fire door and install a suitable fire door to match existing door frame as advised by fire engineer.	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
24	<i>Doors throughout unit (x3)</i>	See section 5.5.1	See section 5.5.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
25	Lounge room window frames on southern elevation	See section 5.8.1	See section 5.8.2	 


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
26	Lounge room window bulkhead	See section 5.10.1	See section 5.10.2	
27	Balcony	See section 5.3.1	See section 5.3.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
28	Balcony sliding door	See section 5.4.1	See section 5.4.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
29	Balcony	See section 5.2.1	See section 5.2.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
30	Balcony	See section 5.3.1	See section 5.3.2	
31	Second bedroom window frames	See section 5.8.1	See section 5.8.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
32	Second bedroom built-in	See section 5.6.1	See section 5.6.2	
33	Southern wall between study and main bathroom.	See section 5.10.1	See section 5.10.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
34	Main bathroom	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
35	Main bedroom ensuite	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	
36	Main bedroom window frames	See section 5.8.1	See section 5.8.2	
Unit 103				
37	Main bedroom	Resident advised there was an irregular noise present in the main bedroom. Home Building Act (NSW) 1989 <ul style="list-style-type: none">Part 2C, 18B (a) and (c). Loss Suffered	Further investigation required to identify the source of noise.	N/A


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
		Loss suffered is cost of rectification.		
38	Lounge room wall on northern elevation.	See section 5.10.1	See section 5.10.2	
39	Main bedroom window frames	See section 5.8.1	See section 5.8.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
40	<i>Doors throughout unit (x3).</i>	See section 5.5.1	See section 5.5.2	
41	<i>Main bedroom built in</i>	See section 5.6.1	See section 5.6.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
42	Lounge room window frames on northern elevation.	See section 5.9.1	See section 5.9.2	
43	Lounge room window bulkhead	See section 5.10.1	See section 5.10.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
44	<i>Ceiling of lounge room</i>	See section 5.10.1	See section 5.10.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
45	Main bedroom ensuite	See section 5.1.1 Falls (mm); 4/1000	See section 5.1.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
46	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
47	Main bathroom	See section 5.1.1 Falls (mm); 2/1000	See section 5.1.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
48	Main bathroom ceiling above door.	See section 5.10.1	See section 5.10.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
49	Balcony	See section 5.2.1 Falls (mm); 6/1000	See section 5.2.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
50	Balcony	See section 5.3.1	See section 5.3.2	
51	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
52	Northern elevation blade wall of balcony.	<p>Damaged and chipped sandstone throughout façade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect the surrounding areas. 2. Remove the damaged sandstone tiles. 3. Reinstall new sandstone tiles to match existing. 4. Clean up the work area. 	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
53	Balcony sliding door frame.	See section 5.9.1	See section 5.9.2	
54	Balcony	<p>Drip groove on façade observed to have no stop end.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to install stop end to drip groove and redirect water in accordance with manufacturers specifications.	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
55	Second bedroom window bulkhead	See section 5.13.1	See section 5.13.2	
56	Second bedroom window frames	See section 5.7.1	See section 5.7.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
57	Second bedroom window frames	See section 5.8.1	See section 5.8.2	 A photograph showing a close-up of a window frame in a second bedroom. The frame is dark-colored and appears to be made of metal or wood. There is a visible gap or defect at the bottom of the frame where it meets the wall. The date stamp '14/08/2012' is visible in the bottom right corner.
58	Kitchen window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a kitchen window frame. The frame is dark-colored and appears to be made of metal or wood. There is a visible gap or defect at the bottom of the frame where it meets the wall. The date stamp '14/08/2012' is visible in the bottom right corner.



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
59	Lounge room	<p>Sliding door blinds were observed to not be plumb.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to remove the blinds and re-install to fit the existing sliding door in plumb.	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
60	Hallway skirting board.	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	
61	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	N/A
Unit 104				
62		No access was provided.		
Unit 105				


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
63	Balcony	See section 5.3.1	See section 5.3.2	
64	Balcony balustrade	See section 5.9.1	See section 5.9.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
65	Balcony	See section 5.4.1	See section 5.4.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
66	Balcony	See section 5.2.1 Falls (mm); 8/1000	See section 5.2.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
67	Balcony blade wall	<p>Drip groove on façade observed to have no stop end.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to install stop end to drip groove and redirect water in accordance with manufacturers specifications.	
68	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
69	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	
70	Main bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
71	Doors throughout unit (x4)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
72	Main bathroom	See section 5.1.1 Falls (7/1000)	See section 5.1.2	

Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
73	Main bathroom door frame	See section 5.9.1	See section 5.9.2	
74	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
75	Window bulkhead adjacent to front entry door	See section 5.13.1	See section 5.13.2	
76	Window frames in hallway adjacent to front entrance.	See section 5.9.1	See section 5.9.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
77	Front entry door	See section 5.12.1	See section 5.12.2	
Unit 106				


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
78	Balcony hob	<p>Foot print observed in hob of balcony.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding areas. 2. Cut out affected area of concrete hob. 3. Fill affected area of concrete hob with suitable concrete and smooth surface of epoxy filler to ensure a proper workmanlike finish. 4. Repaint to the closest architectural line to match existing 	
79	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
80	Balcony	See section 5.2.1 Falls (mm); 3/1000	See section 5.2.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
81	Exterior window frames on balcony	See section 5.9.1	See section 5.9.2	
82	Balcony sliding door	See section 5.7.1	See section 5.7.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
83	Balcony	<p>Separation observed between sliding door and northern blade wall.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>10.16 Cracking at junctions of dissimilar materials-Cracking at junctions between dissimilar materials is a defect if it is greater than 1 mm or is visible from a normal viewing position.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding areas 2. Apply a bead of flexible sealant to the joint between the sliding door frame and wall 3. As required, all affected surfaces are to be painted with an appropriate paint system to match as close as possible to the existing in accordance with the manufacturer's recommendations and AS2311 – Guide to the painting of buildings. 4. Clean up the work area 	
84	Balcony	See section 5.15.1	See section 5.15.2	

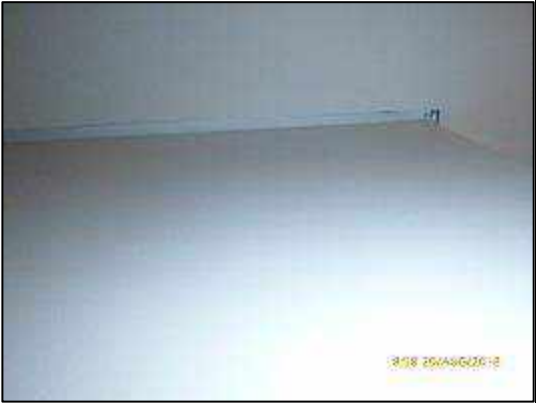

Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
85	Balcony	See section 5.4.1	See section 5.4.2	
86	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
87	Lounge room window frames	See section 5.7.1	See section 5.7.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
88	External façade fins.	See section 5.7.1	See section 5.7.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
89	Balcony slab end adjacent to northern wall.	See section 5.10.1	See section 5.10.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
90	Main bedroom built in	<p>Sliding door of built in not aligned with a 40mm separation observed.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to align the built in doors in plumb.	 


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
91	Main bedroom	See section 5.11.1	See section 5.11.2	
92	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
93	Main bedroom window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a window frame in a room with white walls. The frame appears to be made of dark wood or metal and shows signs of wear or damage. A timestamp '8:59 20/ALG/2018' is visible in the bottom right corner of the image.
94	Main bedroom window bulkhead	See section 5.10.1	See section 5.10.2	 A photograph showing a window bulkhead in a room with white walls. The bulkhead is a horizontal structure above the window, and the image shows a defect in its finish or structure. A timestamp '8:59 20/ALG/2018' is visible in the bottom right corner of the image.



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
95	Second bedroom	See section 5.11.1	See section 5.11.2	
96	Second bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
97	Main bathroom	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
98	Wall adjacent to bathroom door.	See section 5.10.1	See section 5.10.2	 A photograph showing a vertical crack in a white wall corner. The crack runs vertically along the edge of a door frame. A timestamp '9:02:20/4UG/2018' is visible in the bottom right corner.
99	Lounge room ceiling	<p>Cracked plasterboard surrounding fire sprinkler at opening in ceiling.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>Section 10.14 Cracking in plasterboard, hard plaster and other plaster elements in the Office of fair trading "Guide to standards and tolerances" dated 2017 states that cracking</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove all existing jointing materials. 3. Ensure the plasterboard sheeting is adequately affixed to supporting structure. 4. Re-set the joint between the plasterboard sheets in accordance with the manufacturer's instructions 	 A photograph of a ceiling with a fire sprinkler. The plasterboard around the sprinkler is cracked and damaged. A timestamp '9:03:20/4UG/2018' is visible in the bottom right corner.

Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
		<p>in recessed or butt joints is a defect if visible from a normal viewing position.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<p>5. Repaint the affected ceiling to match existing using suitable interior paint system in accordance with AS2311.</p> <p>6. Clean up work area.</p>	
Unit 107				
100	Second bedroom window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
101	Second bedroom window frames	See section 5.8.1	See section 5.8.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
102	<i>Doors throughout the unit (x3)</i>	See section 5.5.1	See section 5.5.2	
103	<i>Second bedroom built in</i>	See section 5.6.1	See section 5.6.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
104	Lounge room window bulkhead	See section 5.10.1	See section 5.10.2	
105	Balcony	See section 5.3.1	See section 5.3.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
106	Balcony	See section 5.4.1	See section 5.4.2	
107	Balcony	<p>Unfinished and cracked render section observed around hob of balcony.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Crack categories are assessed in accordance with Section 3.2. Cracks are classed as exceeding Category 1 but not exceeding Category 2 damage. Category 2 damage cracks are considered a defect and require repair work. <p>AS2870-2011 Residential footings and slabs</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove cracked rendered surfaces to closest architectural line 3. Install new render to blend into the existing surface 4. Repaint to match existing using suitable external paint system in accordance with AS2311. 	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
		<ul style="list-style-type: none"> Crack categories are assessed in accordance with Table C1 CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS Cracks exceed Category 1 but do not exceed damage Category 2. <p>Loss Suffered Loss suffered is cost of rectification.</p>		



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
108	Balcony	See section 5.2.1 Falls (mm); 1/1000	See section 5.2.2	 


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
109	Main bedroom window frames	See section 5.8.1	See section 5.8.2	
110	Main bedroom window frames	See section 5.7.1	See section 5.7.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
111	Main bedroom built in	See section 5.6.1	See section 5.6.2	
112	Main bedroom ensuite	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
113	Main bedroom door	<p>Door observed to be poorly painted and damaged.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>Paintwork is defective if the application has blemishes such as paint runs, paint sags, wrinkling, dust, bare or starved painted areas, colour variations, surface cracks, irregular and coarse brush marks, sanding marks, blistering, non-uniformity of gloss level and other irregularities in the surface that are visible from a normal viewing position.</p> <p>In failing to adequately paint the doors, an unsatisfactory standard of workmanship has been executed.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces surrounding the work area. 2. Remove the affected door/s. 3. Repaint the affected door to match existing using suitable interior paint system in accordance with the manufacturers specifications. 4. Reinstate the door/s etc. to match as previous. 5. Clean up work area. 	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
114	Front entry door	<p>Fire door and frame observed to be two different brands.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a licenced tradesperson to remove fire door and install a suitable fire door to match existing door frame as advised by fire engineer.	
115	Lounge room northern wall	See section 5.10.1	See section 5.10.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
116	Lounge room	See section 5.11.1	See section 5.11.2	
Unit 201				
117	Balcony	See section 5.3.1	See section 5.3.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
118	Balcony	See section 5.2.1 Falls (mm); 1/1000	See section 5.2.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
119	Balcony	<p>Damaged and chipped sandstone throughout façade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect the surrounding areas. 2. Remove the damaged sandstone tiles. 3. Reinstall new sandstone tiles to match existing. 4. Clean up the work area. 	
120	Balcony sliding door	See section 5.4.1	See section 5.4.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
121	Main bathroom	See section 5.1.1 Falls (mm); 3/1000	See section 5.1.2	

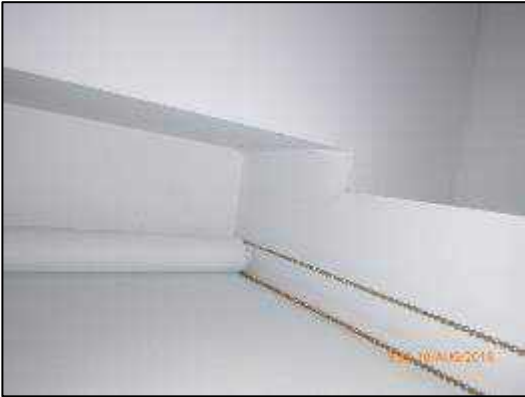
Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
122	Wall above bathroom door	See section 5.9.1	See section 5.9.2	
123	Second bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
124	<i>Doors throughout the unit (x3)</i>	See section 5.5.1	See section 5.5.2	
125	<i>Second bedroom</i>	See section 5.11.1	See section 5.11.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
126	Second bedroom built in wall	<p>Ceiling adjacent to built-in is out of square by 5mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove all existing jointing materials. 3. Ensure the plasterboard sheeting is adequately affixed to supporting structure. 4. Re-set the joint between the plasterboard sheets in accordance with the manufacturer's instructions 5. Repaint the affected bulkhead to match existing using suitable interior paint system in accordance with AS2311. 6. Clean up work area. 	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
127	Wall adjacent to second bedroom door	See section 5.9.1	See section 5.9.2	 A photograph showing a corner of a white wall. A dark, possibly wooden, door frame is visible on the left. A vertical red timestamp '9/31/2018 10:06:18' is visible on the left side of the image.
128	Lounge room	See section 5.11.1	See section 5.11.2	 A photograph of a white wall in a lounge room. The wall is mostly blank, with a dark horizontal line near the top. A yellow timestamp '9/31/2018 10:06:18' is visible in the bottom right corner.



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
129	Laundry	<p>Light switch cover in laundry room is missing.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Source a light switch cover to match existing light switches and engage a licenced electrician to install in accordance with manufacturers specifications.	
130	Main bedroom window frames	See section 5.7.1	See section 5.7.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
131	Main bedroom window bulkhead	See section 5.10.1	See section 5.10.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
132	Main bedroom ensuite	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
133	Main bedroom ensuite window frames	See section 5.9.1	See section 5.9.2	
134	Main bedroom ensuite door frame	See section 5.9.1	See section 5.9.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
135	Main bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph showing a pink storage bag with a green strap hanging in a closet or storage area. A date stamp '9/15/18/AUS2018' is visible in the bottom right corner.
136	Kitchen window frame	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a kitchen window frame. A white towel is draped over the right side of the frame. A date stamp '9/15/18/AUS2018' is visible in the bottom right corner.


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
Unit 202				
137	<i>Exterior front entry door</i>	<p>Missing sealant around architrave of door.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Appropriately fix the architrave. 2. Apply a bead of flexible sealant to the joint between the architrave and wall 3. As required, all affected surfaces are to be painted with an appropriate paint system to match as close as possible to the existing in accordance with the manufacturer's recommendations and AS2311 – Guide to the painting of buildings. 4. Clean up the work area 	
138	<i>Front entry door</i>	<p>Door closer was observed to be leaking oil.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	<p>Engage a licenced tradesperson to remove door closer and re-install with seals in accordance with manufacturers specifications.</p>	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
139	Front entry door frame	See section 5.10.1	See section 5.10.2	
140	Lounge room	See section 5.11.1	See section 5.11.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
141	Lounge room window frames	See section 5.8.1	See section 5.8.2	
142	Lounge room window frames	See section 5.7.1	See section 5.7.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
143	Balcony	See section 5.3.1	See section 5.3.2	
144	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
145	Balcony	<p>Corrosion observed around drainage outlet on balcony.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a), (b) and (c). <p>This is a breach of part (a) and (b) of the act because the metal drain is corroded as it has not adequately been prepared to resist the effects of a moisture laden tile screed bed and is not considered fit for purpose.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces surrounding the work area. 2. Scrape and clean all corroded parts surrounding drain. 3. Apply suitable anticorrosive treatment to metal following adequate surface preparation. 4. Clean up the work area. 	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
146	Balcony	See section 5.2.1 Falls (mm); 4/1000	See section 5.2.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
147	Balcony	<p>Drip groove on façade observed to have no stop end.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to install stop end to drip groove and redirect water in accordance with manufacturers specifications.	
148	Balcony external balustrade	See section 5.9.1	See section 5.9.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
149	Second bedroom window frames	See section 5.7.1	See section 5.7.2	
150	Second bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
151	Main bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
152	Main bedroom ensuite	See section 5.1.1 Falls (mm); 4/1000	See section 5.1.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
153	Main bedroom ensuite	<p>Resident advised that toilet flush was not working.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p> <p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification and loss of amenity.</p>	<ol style="list-style-type: none"> 1. Temporary turn off main water supply to the toilet. 2. Carefully remove the flush from the toilet. 3. Supply and install flush to match existing. 4. Secure the flush to the toilet. 5. Turn on main water supply to toilet. 	
154	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
155	Main bathroom	See section 5.1.1 Falls (mm); 3/1000	See section 5.1.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
156	Main bathroom adjacent to door frame	See section 5.9.1	See section 5.9.2	
157	Second bedroom	See section 5.11.1	See section 5.11.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
Unit 203				
158	Front entry door frame	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
159	Front entry door	See section 5.12.1	See section 5.12.2	
160	Front entry door frame	See section 5.10.1	See section 5.10.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
161	Front entry door	See section 5.9.1	See section 5.9.2	
162	Wall adjacent to front entry door frame	See section 5.13.1	See section 5.13.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
163	Northern wall of the front entrance hallway skirting board	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	
164	Northern wall of the front entrance hallway skirting board	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
165	Kitchen window	See section 5.8.1	See section 5.8.2	 A photograph showing a close-up of a dark-colored window frame. The frame appears to be made of metal or heavy plastic. There is a visible gap or defect in the upper part of the frame where it meets the wall. A date stamp '05/10/2018' is visible in the bottom right corner of the photo.
166	Bulkhead window in lounge room	See section 5.13.1	See section 5.13.2	 A photograph showing a bulkhead window in a lounge room. The window is set into a white wall and has a dark frame. The room has white walls and a dark baseboard. A date stamp '05/10/2018' is visible in the bottom right corner of the photo.



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
167	<i>Ceiling adjacent to inspection hole in laundry room</i>	See section 5.13.1	See section 5.13.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
168	Balcony	See section 5.2.1 Falls (mm); 7/1000	See section 5.2.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
169	Balcony	See section 5.4.1	See section 5.4.2	
170	Balcony	See section 5.9.1	See section 5.9.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
171	Balcony	<p>Drip groove on façade observed to have no stop end.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to install stop end to drip groove and redirect water in accordance with manufacturers specifications.	
172	Wall adjacent to front entrance	See section 5.10.1	See section 5.10.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
173	Second bedroom	See section 5.11.1	See section 5.11.2	
174	Second bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
175	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	
176	Wall above main bathroom door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
177	Doors throughout unit (x3)	See section 5.5.1	See section 5.5.2	
178	Main bedroom window frames	See section 5.8.1	See section 5.8.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
179	Main bedroom built in	See section 5.6.1	See section 5.6.2	
180	Wall above ensuite door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
181	Main bedroom ensuite	See section 5.1.1 Falls (mm); 3/1000	See section 5.1.2	
Unit 204				


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
182	Front entry door frame	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	
183	Front entry door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
184	Front entry door	See section 5.10.1	See section 5.10.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
185	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	 A photograph showing a close-up of a wall corner or door frame area. The wall appears to have some discoloration or a defect. A timestamp '10:47:26/AUG/2018' is visible in the bottom right corner of the image.
186	Lounge room	See section 5.11.1	See section 5.11.2	 A photograph showing a close-up of a wall corner or door frame area. The wall appears to have some discoloration or a defect. A timestamp '10:48:26/AUG/2018' is visible in the bottom right corner of the image.


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
187	Hallway western wall skirting board	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	
188	Second bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
189	Second bedroom window frames	See section 5.9.1	See section 5.9.2	
190	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
191	Wall adjacent to main bathroom door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
192	Main bedroom window bulkhead	See section 5.13.1	See section 5.13.2	 A photograph showing a window bulkhead in a room. A thin, dark line is visible along the top edge of the bulkhead, indicating a defect. The timestamp '10:56 26/AUG/2019' is visible in the bottom right corner.
193	Main bedroom north eastern corner skirting board	See section 5.14.1 Separation; 2mm	See section 5.14.2	 A photograph showing a hand holding a small, clear plastic ruler against a skirting board in the corner of a room. The ruler indicates a separation of 2mm between the skirting board and the wall. The timestamp '10:56 26/AUG/2019' is visible in the bottom right corner.


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
194	Main bedroom	See section 5.11.1	See section 5.11.2	
195	Wall adjacent to main bedroom windows	See section 5.14.1 Separation; 1mm	See section 5.14.2	

Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
196	Balcony	See section 5.2.1 Falls (mm); 8/1000	See section 5.2.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
197	Balcony eastern blade wal	<p>Drip groove on façade observed to have no stop end.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to install stop end to drip groove and redirect water in accordance with manufacturers specifications.	
198	Balcony balustrade	See section 5.9.1	See section 5.9.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
199	Balcony	See section 5.4.1	See section 5.4.2	
200	Balcony	See section 5.3.1	See section 5.3.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
201	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	
202	Lounge room window frames	See section 5.7.1	See section 5.7.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
203	Walls and ceiling throughout the unit	See section 5.10.1	See section 5.10.2	
Unit 205				


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
204	Lounge room window frames	See section 5.7.1	See section 5.7.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
205	Bulkhead above lounge room sliding door	<p>Missing sealant between bulkhead and window frame.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Apply a bead of flexible sealant to the joint between the window frame and wall 3. As required, all affected surfaces are to be painted with an appropriate paint system to match as close as possible to the existing in accordance with the manufacturer's recommendations and AS2311 – Guide to the painting of buildings. 4. Clean up the work area 	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
206	Main bathroom	See section 5.1.1 Falls (mm); 4/1000	See section 5.1.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
207	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	
208	Main bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
209	Lounge room sliding door	See section 5.9.1	See section 5.9.2	
210	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
211	Balcony	<p>No weep holes or flashing observed on façade in balcony area.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Remove sandstone tiles on wall in balcony area. 2. Engage a licenced tradesman to install flashing and produce weep holes. 3. Re-instate the sandstone tiles with weep holes. 4. Clean up the work area. 	

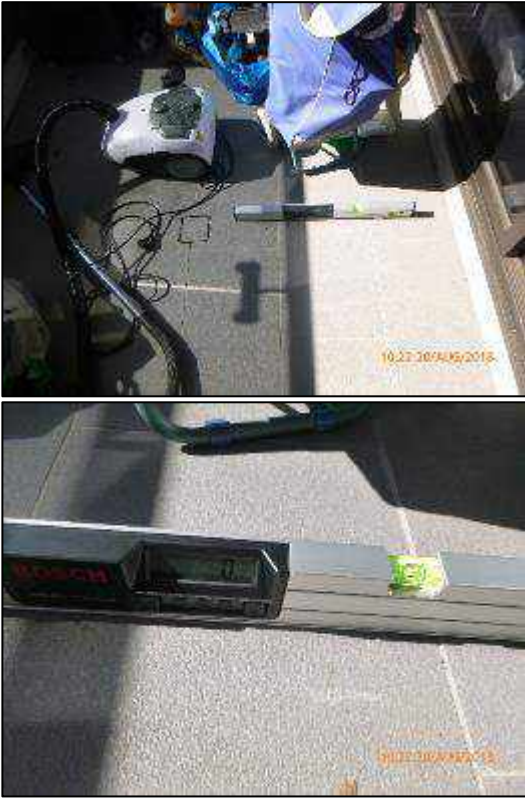
Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
212	Balcony	See section 5.2.1 Falls (mm); 6/1000	See section 5.2.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
213	Balcony	See section 5.9.1	See section 5.9.2	
214	Balcony	<p>Damaged and chipped sandstone throughout façade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<p>5. Protect the surrounding areas.</p> <p>6. Remove the damaged sandstone tiles.</p> <p>7. Reinstall new sandstone tiles to match existing.</p> <p>Clean up the work area.</p>	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
215	Balcony	See section 5.9.1	See section 5.9.2	
216	Kitchen cupboards	See section 5.9.1	See section 5.9.2	
Unit 206				
217		No access was provided.		
Unit 207				


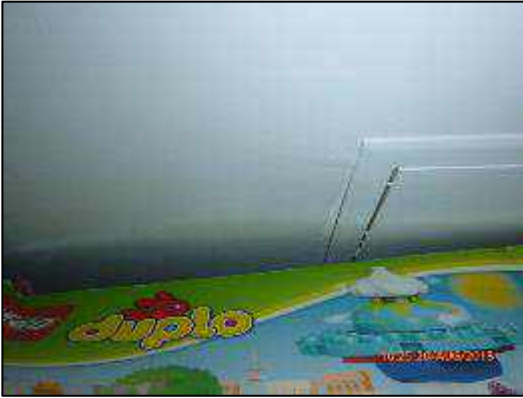
Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
218	Balcony	See section 5.3.1	See section 5.3.2	
219	Balcony balustrade	See section 5.9.1	See section 5.9.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
220	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
221	Balcony	See section 5.2.1 Falls (mm); 0/1000	See section 5.2.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
222	Balcony soffit of slab above	See section 5.10.1	See section 5.10.2	
223	Balcony façade	<p>Damaged and chipped sandstone throughout façade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<p>8. Protect the surrounding areas.</p> <p>9. Remove the damaged sandstone tiles.</p> <p>10. Reinstall new sandstone tiles to match existing.</p> <p>Clean up the work area.</p>	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
224	Balcony	<p>Drip groove on façade observed to have no stop end.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to install stop end to drip groove and redirect water in accordance with manufacturers specifications.	
225	Balcony	<p>No weep holes or flashing observed on façade in balcony area.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Remove sandstone tiles on wall in balcony area. 2. Engage a licenced tradesman to install flashing and produce weep holes. 3. Re-instate the sandstone tiles with weep holes. 4. Clean up the work area. 	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
226	Main bedroom built in	See section 5.6.1	See section 5.6.2	
227	Ceiling adjacent to inspection hole in main bedroom	See section 5.10.1	See section 5.10.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
228	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	
229	Main bedroom window frames	See section 5.8.1	See section 5.8.2	



230	<i>Main bedroom ensuite</i>	<p>See section 5.1.1</p> <p>Ponding observed at time of inspection.</p> <p>Falls (mm); 6/1000</p>	See section 5.1.2	
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Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
				
231	<i>Second bedroom built in</i>	See section 5.6.1	See section 5.6.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
232	Second bedroom window frames	See section 5.9.1	See section 5.9.2	 A close-up photograph showing a dark, possibly black, window frame or door frame. The frame is set against a light-colored, slightly textured wall. The lighting is bright, coming from the right, creating a strong highlight on the wall and casting a shadow of the frame. In the bottom right corner, there is a small orange timestamp that reads "10/27 20/AUG/2018".
233	Second bedroom window frames	See section 5.7.1	See section 5.7.2	 A photograph of a window frame in a bedroom. The window is partially open, showing a bright outdoor scene. Below the window, there is a bed with blue and white patterned bedding. The room has light-colored walls and a ceiling. In the bottom right corner, there is a small orange timestamp that reads "10/28 20/AUG/2018".


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
234	Main bathroom	<p>Resident advised that toilet flush was not working.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p> <p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification and loss of amenity.</p>	<ol style="list-style-type: none"> 1. Temporary turn off main water supply to the toilet. 2. Carefully remove the flush from the toilet. 3. Supply and install flush to match existing. 4. Secure the flush to the toilet. 5. Turn on main water supply to toilet. 	


235	Main bathroom	<p>See section 5.1.1 Ponding observed at time of inspection.</p> <p>Falls (mm); 4/1000</p>	See section 5.1.2	
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Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
				
236	Front entry door frame	See section 5.9.1	See section 5.9.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
237	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
238	Front entry door frame	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
240	Front entry door frame	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
241	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
242	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	 <p>A close-up photograph of a dark, possibly metallic or painted, wall. A vertical seam or joint is visible, and there is a small, light-colored, irregular mark or defect on the surface. A timestamp in the bottom right corner reads '12:55 20/AUG/2018'.</p>
243	Lounge room	See section 5.11.1	See section 5.11.2	 <p>A photograph showing a corner or junction of a wall and ceiling. The wall is light-colored and appears slightly textured. There is a faint, dark mark or stain near the ceiling line. A timestamp in the bottom right corner reads '12:55 20/AUG/2018'.</p>


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
244	Balcony	See section 5.3.1	See section 5.3.2	 A photograph showing a close-up of a balcony railing. The railing appears to be made of metal or concrete and is situated on a balcony overlooking a street. The railing has a dark, possibly painted, surface. The background shows a paved street and some greenery.
245	Balcony	See section 5.4.1	See section 5.4.2	 A photograph showing a balcony railing from a different angle. The railing is dark and runs along the edge of the balcony. In the background, there are buildings and a street. The railing appears to be made of metal or concrete.



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
246	Balcony balustrade	See section 5.9.1	See section 5.9.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
247	Balcony	See section 5.2.1 Falls (mm); 3/1000	See section 5.2.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
248	Main bedroom ensuite	See section 5.1.1 Falls (mm); 1/1000	See section 5.1.2	
249	Main bedroom ensuite door frame	See section 5.8.1	See section 5.8.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
250	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
251	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
252	Main bathroom	See section 5.1.1 Falls (mm); 3/1000	See section 5.1.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
253	Second bedroom window frames	See section 5.7.1	See section 5.7.2	 



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
254	Second bedroom wall above built in	See section 5.10.1	See section 5.10.2	 A photograph showing a vertical crack or gap in a white wall, with a window visible above the defect. A timestamp '12:45 10/04/2018' is visible in the bottom right corner.
255	Second bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph showing a large, irregular hole or missing section in a white ceiling. A timestamp '12:45 10/04/2018' is visible in the bottom right corner.



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
256	Lounge room	See section 5.11.1	See section 5.11.2	
257	Façade outside kitchen area	<p>Construction debris observed on the external façade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
Unit 302				



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
258	Front entry door frame	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
261	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	 A photograph showing a close-up of a wall surface. The wall appears to be made of a light-colored material, possibly concrete or plaster, and shows signs of wear or damage. A dark, vertical shadow or crevice is visible on the right side of the image. A timestamp '10:35 20/AUG/2018' is visible in the bottom right corner.
262	Front entrance hallway	See section 5.11.1	See section 5.11.2	 A photograph showing a view of a hallway. The hallway has a light-colored floor and walls. A dark, horizontal line or shadow is visible across the middle of the image, possibly indicating a defect or a change in the surface. A timestamp '10:35 20/AUG/2018' is visible in the bottom right corner.



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
263	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	
264	Lounge room window bulkhead	See section 5.13.1	See section 5.13.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
265	Lounge room window frames	See section 5.7.1	See section 5.7.2	 A photograph showing a close-up of a dark-colored window frame. The frame appears to be made of metal or a similar material. There is a visible gap or separation between the frame and the surrounding structure. A timestamp '10/31/10/AUSQ2018' is visible in the bottom right corner of the image.
266	Lounge room window frames	See section 5.8.1	See section 5.8.2	 A photograph showing a close-up of a dark-colored window frame. The frame appears to be made of metal or a similar material. There is a visible gap or separation between the frame and the surrounding structure. A timestamp '10/30/10/AUSQ2018' is visible in the bottom right corner of the image.


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
267	Lounge room window frames	See section 5.9.1	See section 5.9.2	
268	Balcony	See section 5.3.1	See section 5.3.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
269	Balcony	See section 5.2.1 Falls (mm); 3/1000	See section 5.2.2	 


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
270	Balcony blade wall	<p>Drip groove on façade observed to have no stop end.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to install stop end to drip groove and redirect water in accordance with manufacturers specifications.	
271	Balcony	<p>No weep holes or flashing observed on façade in balcony area.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Remove sandstone tiles on wall in balcony area. 2. Engage a licenced tradesman to install flashing and produce weep holes. 3. Re-instate the sandstone tiles with weep holes. 4. Clean up the work area. 	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
272	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	 A photograph showing a close-up of a dark-colored sliding door frame. The frame appears to be made of metal or a composite material. There is a visible gap or misalignment between the frame and the door panel. A date stamp in the bottom right corner reads "10:40:20/AUG/2018".
273	Second bedroom architrave	See section 5.14.1 Separation; 1mm	See section 5.14.2	 A photograph showing a close-up of a white architrave (baseboard) where it meets a wall. A hand is visible in the bottom left corner, holding a small, clear, L-shaped object (likely a spirit level or a similar tool) against the architrave to measure the gap. The gap is visible between the architrave and the wall. A date stamp in the bottom right corner reads "10:44:10/AUG/2018".



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
274	Wall adjacent to second bedroom window	See section 5.13.1	See section 5.13.2	
275	Second bedroom window bulkhead	See section 5.13.1	See section 5.13.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
276	Main bathroom	See section 5.1.1 Falls (mm); 0/1000	See section 5.1.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
277	Main bedroom ensuite	<p>Water egress observed outside of shower recess.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a), (b) and (c). <p>Building Code of Australia</p> <ul style="list-style-type: none"> Section F Health and Amenity Part F1 Damp and Weatherproofing Sections FO1, FF1.3. <p>This is a breach because the building is not constructed in a manner so as to prevent moisture escaping from the ensuite wet area.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification and loss of amenity to unit occupants.</p>	Remove tiles/fixtures within the shower enclosure to allow provision of suitable new waterproofing membrane system to the wet area. Replace tiles and refit shower fixtures on completion of tiling.	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
278	Main bedroom ensuite	See section 5.1.1 Ponding observed at the time of inspection. Reverse falls (mm); 3/1000	See section 5.1.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
279	Main bedroom ensuite	See section 5.9.1	See section 5.9.2	 A photograph showing a corner of a room with white walls. There is a visible vertical crack or crease in the wall. A timestamp '10/07/2018' is visible in the bottom right corner of the photo.
280	Main bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph showing a built-in unit, possibly a wardrobe or shelving unit, with white walls. There is a visible horizontal crack or crease in the wall. A timestamp '10/07/2018' is visible in the bottom right corner of the photo.



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
281	Main bedroom window bulkhead	See section 5.13.1	See section 5.13.2	 A photograph showing a white, rectangular window bulkhead or partition in a room. The bulkhead is positioned against a wall, and a window is visible in the background. A date stamp '10/48 20/AUG/2018' is visible in the bottom right corner of the image.
282	Main bedroom window frames	See section 5.9.1	See section 5.9.2	 A close-up photograph of a window frame, showing the dark frame and the glass pane. A date stamp '10/48 20/AUG/2018' is visible in the bottom right corner of the image.



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
283	Main bedroom ceiling	See section 5.10.1	See section 5.10.2	 A photograph showing a close-up of a white ceiling. There is a small, dark, circular mark or hole in the center of the frame. A timestamp '10/04/2018' is visible in the bottom right corner of the photo.
284	Main bedroom ceiling	See section 5.13.1	See section 5.13.2	N/A
285	Main bedroom	See section 5.11.1	See section 5.11.2	 A photograph showing the corner where a white wall meets a white ceiling. The wall and ceiling are clean and free of any visible defects. A timestamp '10/04/2018' is visible in the bottom right corner of the photo.
Unit 303				



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
286	Front entry door frame	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
288	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
289	Front entrance hallway skirting board	See section 5.14.1 Separation; 1mm	See section 5.14.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
290	Lounge room	See section 5.11.1	See section 5.11.2	
291	Lounge room skirting board	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
292	<i>Kitchen window frame</i>	See section 5.7.1	See section 5.7.2	
293	<i>Kitchen window bulkhead</i>	See section 5.13.1	See section 5.13.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
294	Balcony	See section 5.3.1	See section 5.3.2	
295	Balcony	See section 5.4.1	See section 5.4.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
296	Balcony	<p>Drip groove on façade observed to have no stop end.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to install stop end to drip groove and redirect water in accordance with manufacturers specifications.	
297	Balcony balustrade	See section 5.9.1	See section 5.9.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
298	Balcony	<p>No weep holes or flashing observed on façade in balcony area.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Remove sandstone tiles on wall in balcony area. 2. Engage a licenced tradesman to install flashing and produce weep holes. 3. Re-instate the sandstone tiles with weep holes. 4. Clean up the work area. 	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
299	Balcony	See section 5.2.1 Falls (mm); 2/1000	See section 5.2.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
300	<i>Second bedroom built in</i>	See section 5.6.1	See section 5.6.2	
301	<i>Second bedroom built in</i>	See section 5.13.1	See section 5.13.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
302	<i>Doors throughout unit (x4)</i>	See section 5.5.1	See section 5.5.2	
303	<i>Main bathroom</i>	See section 5.1.1 Falls (mm); 3/1000	See section 5.1.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
304	Main bedroom ensuite	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	
305	Main bedroom window frames	See section 5.8.1	See section 5.8.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
306	Main bedroom	See section 5.11.1	See section 5.11.2	 A photograph showing a corner of a room where a wall meets a ceiling. There is a visible gap or defect at the junction. A date stamp '11/05/10/AJG2015' is visible in the bottom right corner.
307	Main bedroom skirting board	See section 5.14.1 Separation; 1mm	See section 5.14.2	 A photograph showing a hand holding a clear plastic ruler against a white skirting board. The ruler is positioned to measure a gap between the board and the wall. A date stamp '11/05/10/AJG2015' is visible in the bottom right corner.

Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
308	Main bedroom window frames	See section 5.7.1	See section 5.7.2	
309	Main bedroom built in	See section 5.6.1	See section 5.6.2	
Unit 304				


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
310	Balcony	See section 5.3.1	See section 5.3.2	 A photograph showing a corner of a balcony with a concrete wall and a metal railing. The view is from the balcony looking out over a grassy area and a road. A date stamp '11/09/2018' is visible in the bottom right corner.
311	Balcony	See section 5.4.1	See section 5.4.2	 A photograph showing a corner of a balcony with a concrete wall and a metal railing. The view is from the balcony looking out over a grassy area and a road. A date stamp '11/09/2018' is visible in the bottom right corner.


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
312	Balcony balustrade	See section 5.9.1	See section 5.9.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
313	Balcony	See section 5.2.1 Falls (mm); 7/1000	See section 5.2.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
314	Balcony	<p>No weep holes or flashing observed on façade in balcony area.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Remove sandstone tiles on wall in balcony area. 2. Engage a licenced tradesman to install flashing and produce weep holes. 3. Re-instate the sandstone tiles with weep holes. 4. Clean up the work area. 	
315	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
316	Lounge room ceiling	See section 5.10.1	See section 5.10.2	
317	Lounge room	See section 5.11.1	See section 5.11.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
318	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 2mm	See section 5.14.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
319	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
320	Main bedroom bulkhead	<p>Damage observed on bulkhead around air conditioner vent</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017 Section 10.14 Cracking in plasterboard, hard plaster and other plaster elements in the Office of fair trading "Guide to standards and tolerances" dated 2017 states that cracking in recessed or butt joints is a defect if visible from a normal viewing position.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove all existing jointing materials. 3. Ensure the plasterboard sheeting is adequately affixed to supporting structure. 4. Re-set the joint between the plasterboard sheets in accordance with the manufacturer's instructions 5. Repaint the affected ceiling to match existing using suitable interior paint system in accordance with AS2311. 6. Clean up work area. 	
321	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
322	Main bedroom window bulkhead	See section 5.13.1	See section 5.13.2	
323	Main bedroom external fins	<p>External fins observed to be corroded on the façade of the building.</p> <p>Home Building Act (NSW) 1989 • Part 2C, 18B (a), (b) & (c).</p> <p>This is a breach of part (a) and (b) of the act because the metal fin has corroded as it has not adequately been prepared to resist the effects of a moisture laden environment and is not considered fit for purpose.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces surrounding the work area. 2. Scrape and clean all corroded metal to external fin. 3. Apply suitable anticorrosive treatment to metal following adequate surface preparation. 4. Fill voids and gaps in door jamb with suitable inert fillers and allow to cure. 5. Smooth down fillers to provide a uniform surface and apply minimum one coat primer and two coats suitable external grade paint. 	

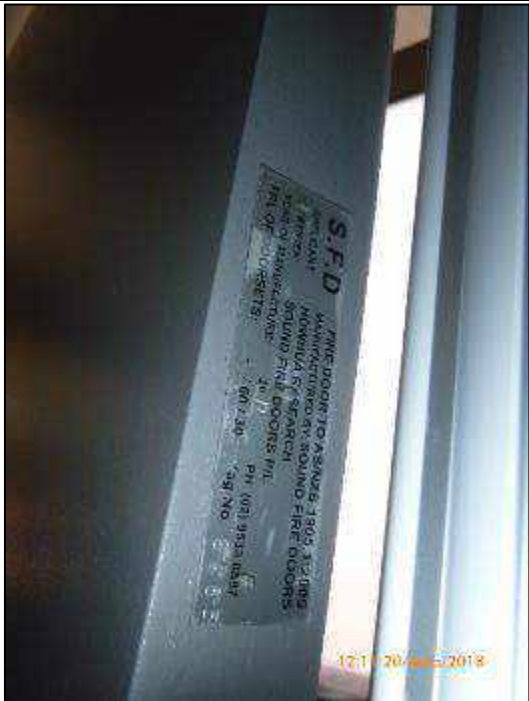
Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
324	<i>Doors throughout the unit (x3)</i>	See section 5.5.1	See section 5.5.2	
325	<i>Main bedroom door architrave</i>	See section 5.14.1 Separation; 1mm	See section 5.14.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
326	Main bedroom window bulkhead	See section 5.13.1	See section 5.13.2	
327	Main bedroom skirting board	See section 5.14.1 Separation; 1mm	See section 5.14.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
328	Front entry door frame	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
329	Front entry door	See section 5.12.1	See section 5.12.2	
Unit 305				


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
330	Front entry door frame	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
331	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
332	Front entry door frame	See section 5.10.1	See section 5.10.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
333	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a white wall and a white door frame. There is a visible vertical crack or gap in the wall where it meets the door frame. A timestamp '12:11 20/08/2018' is visible in the bottom right corner of the photo.
334	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	 A photograph showing a corner of a room with white walls and a white ceiling. There is a visible crack or gap in the wall where it meets the ceiling. A timestamp '12:11 20/08/2018' is visible in the bottom right corner of the photo.



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
335	Window frames adjacent to front entry door	See section 5.10.1	See section 5.10.2	
336	Window frame bulkhead adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
337	Main bathroom	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
338	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
339	Balcony	See section 5.2.1 Falls (mm); 6/1000	See section 5.2.2	 


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
340	Balcony	<p>Incomplete sandstone facia above sliding door observed.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Source and install sandstone tiles on return of wall to match existing tiles. 3. Clean up the work area. 	
341	Balcony	<p>No weep holes or flashing observed on façade in balcony area.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Remove sandstone tiles on wall in balcony area. 2. Engage a licenced tradesman to install flashing and produce weep holes. 3. Re-instate the sandstone tiles with weep holes. 4. Clean up the work area. 	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
342	Balcony balustrade	See section 5.9.1	See section 5.9.2	
343	Balcony wall adjacent to sliding door	<p>Unsealed holes observed on façade in balcony area.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Fill cracked concrete column with suitable structural epoxy filler compounds and smooth surface of epoxy filler to ensure a proper workmanlike finish. 3. Repaint to match existing using suitable external paint system in accordance with AS2311. 	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
344	Balcony western blade wall	See section 5.10.1	See section 5.10.2	
345	Doors throughout unit (x3)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
346	Main bedroom window frames	See section 5.8.1	See section 5.8.2	
347	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
348	Lounge room ceiling	<p>Cracked plasterboard surrounding fire sprinkler at opening in ceiling.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>Section 10.14 Cracking in plasterboard, hard plaster and other plaster elements in the Office of fair trading “Guide to standards and tolerances” dated 2017 states that cracking in recessed or butt joints is a defect if visible from a normal viewing position.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove all existing jointing materials. 3. Ensure the plasterboard sheeting is adequately affixed to supporting structure. 4. Re-set the joint between the plasterboard sheets in accordance with the manufacturer’s instructions 5. Repaint the affected ceiling to match existing using suitable interior paint system in accordance with AS2311. 6. Clean up work area. 	
Unit 306				


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
349	Front entry door frame	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
350	Front entry door	See section 5.12.1	See section 5.12.2	
351	Kitchen sink	<p>Kitchen sink was observed to be leaking into cabinetry below.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the basin has not been installed in a proper workmanlike manner that would prevent leaking of the basin, resulting in a loss of amenity.</p>	Engage licensed plumber to complete necessary repairs.	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
		Loss suffered Loss suffered is cost of rectification.		
352	<i>Doors throughout unit (x4)</i>	See section 5.5.1	See section 5.5.2	
353	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
354	Main bathroom	See section 5.1.1 Falls (mm); 4/1000	See section 5.1.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
355	Balcony	See section 5.15.1	See section 5.15.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
356	Balcony	<p>See section 5.2.1 Ponding observed at the time of inspection.</p> <p>Falls (mm); 4/1000</p>	See section 5.2.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
357	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
358	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	
359	Lounge room window frames	See section 5.8.1	See section 5.8.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
360	Balcony	<p>Construction debris observed on the external façade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
361	Lounge room plasterboard wall	<p>See section 5.14.1</p> <p>Separation; 1mm</p>	See section 5.14.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
362	Main bedroom built in	See section 5.6.1	See section 5.6.2	
363	Main bedroom ensuite	<p>One cracked tile observed in ensuite western wall.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>Section 12.5 Cracked, pitted, chipped, scratched, loose or drummy tiles.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification and appearance.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces surrounding the work area. 2. Remove the affected tile 3. Install new tile to match existing in accordance with manufacturers specifications. 4. Clean up the work area. 	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
364	Second bedroom window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a window frame in a second bedroom. The frame appears to be made of metal or a similar material and is set into a wall. The image is taken from a low angle, looking up at the frame. A timestamp '11:54:20/04/02/18' is visible in the bottom right corner.
365	Second bedroom	See section 5.11.1	See section 5.11.2	 A photograph showing a wide view of a second bedroom. The room has a light-colored floor and walls. The image is taken from a low angle, looking across the room. A timestamp '11:54:20/04/02/18' is visible in the bottom right corner.


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
366	Second bedroom built in	See section 5.6.1	See section 5.6.2	
Unit 307				


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
367	Balcony	See section 5.2.1 Falls (mm); 0/1000	See section 5.2.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
368	Balcony	See section 5.3.1	See section 5.3.2	
369	Balcony	See section 5.4.1	See section 5.4.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
370	Balcony balustrade	See section 5.9.1	See section 5.9.2	
371	Façade of main bedroom window	See section 5.10.1	See section 5.10.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
372	Front entry door frame	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
373	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
374	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
375	Main bathroom	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
376	Doors throughout unit (x5)	See section 5.5.1	See section 5.5.2	
377	Main bedroom built in	<p>Sliding door was observed to be out of plane.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 9.7 Operation of windows and doors. <p>This is a defect because the door does not operate as intended by the manufacturer' as outlined in Section 9.7 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces surrounding the work area. 2. Remove the door and appropriately fix and plane as required. 3. Paint door in accordance with AS2311 to match existing 4. Install the door in a workmanship like manner. 	

Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
378	Main bedroom built in	See section 5.6.1	See section 5.6.2	
379	Main bedroom window bulkhead	See section 5.13.1	See section 5.13.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
380	Main bedroom ensuite	See section 5.1.1 Falls (mm); 4/1000	See section 5.1.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
381	Wall adjacent to main bedroom door	See section 5.10.1	See section 5.10.2	
382	Kitchen sink	<p>Resident advised that the kitchen tap was loose.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p> <p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered</p> <p>Loss suffered in cost of rectification.</p>	<ol style="list-style-type: none"> 1. Temporary turn off main water supply to sink. 2. Carefully remove the mixer to sink. 3. Supply and install mixer to match existing. 4. Secure the tap flick mixer to the sink. 5. Turn on main water supply to sink. 	
Unit 401				


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
383		No access was provided.		
Unit 402				
384		No access was provided.		
Unit 403				
385		No access was provided.		
Unit 404				
386		No access was provided.		
Unit 405				
387	Balcony	<p>Rusting of drainage grate observed on balcony.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a), (b) & (c). <p>This is a breach of part (a) and (b) of the act because the drainage grate is corroded as it has not adequately been prepared to resist the effects of a moisture laden tile screed bed and is not considered fit for purpose.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces surrounding the work area. 2. Scrape and clean all corroded metal to grate 3. Apply suitable anticorrosive treatment to metal following adequate surface preparation. 4. Fill voids and gaps in door jamb with suitable inert fillers and allow to cure. 5. Smooth down fillers to provide a uniform surface and apply minimum one coat primer and two coats suitable internal grade paint. 	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
388	Balcony	See section 5.7.1	See section 5.7.2	
389	Balcony	<p>Cracking in render observed on facade of building in balcony area.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Crack categories are assessed in accordance with Section 3.2. 	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove cracked rendered surfaces to closest architectural line 3. Install suitable flexible sealant 4. Install new render to blend into the existing surface 5. Repaint to match existing using suitable external paint system in accordance with AS2311. 	


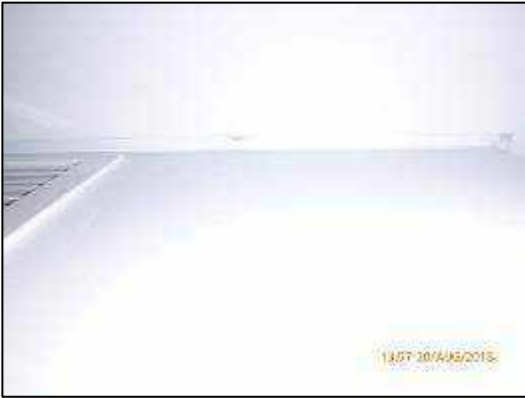
Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
		<ul style="list-style-type: none"> Cracks are classed as exceeding Category 1 but not exceeding Category 2 damage. Category 2 damage cracks are considered a defect and require repair work. <p>AS2870-2011 Residential footings and slabs</p> <ul style="list-style-type: none"> Crack categories are assessed in accordance with Table C1 CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS Cracks exceed Category 1 but do not exceed damage Category 2. <p>Loss Suffered Loss suffered is cost of rectification.</p>		



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
390	Front entry door	<p>Fire door and frame observed to be two different brands.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesperson to remove fire door and install a suitable fire door to match existing door frame as advised by fire engineer.	
391	Front entry door frame	<p>See section 5.14.1</p> <p>Separation; 1mm</p>	See section 5.14.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
392	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
393	Front entry door jamb	See section 5.14.1 Separation; 1mm	See section 5.14.2	 A close-up photograph of a white door jamb. A vertical line of separation or gap is visible, running down the center of the jamb. The gap appears to be about 1mm wide. The photo is taken from a slightly low angle, showing the top and bottom of the jamb. A timestamp '13:55 10/11/2018' is visible in the bottom right corner of the photo.



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
394	Front entry door	See section 5.10.1	See section 5.10.2	
395	Doors throughout unit (x4)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
396	<i>Second bedroom built in</i>	See section 5.6.1	See section 5.6.2	
397	<i>Second bedroom</i>	See section 5.11.1	See section 5.11.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
398	Main bathroom	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	 A photograph showing a close-up of a floor drain in a bathroom. The drain is covered with a metal grate. The surrounding floor is tiled with light-colored square tiles. A date stamp '13/07/18/4/50018' is visible in the bottom right corner of the photo.
399	Kitchen window bulkhead	See section 5.13.1	See section 5.13.2	 A photograph showing the interior of a kitchen window bulkhead. The bulkhead is a recessed area above the window. The walls and ceiling are white. There is a visible gap or defect in the bulkhead structure. A date stamp '13/07/18/4/50018' is visible in the bottom right corner of the photo.

Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
400	Main bedroom door frame	See section 5.10.1	See section 5.10.2	
401	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
402	Main bedroom ensuite	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
403	Main bedroom ensuite door frame	See section 5.9.1	See section 5.9.2	
404	Lounge windows room	See section 5.8.1	See section 5.8.2	
Unit 406				


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
405	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
406	Wall adjacent to main bedroom door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
407	Main bedroom door architrave	See section 5.10.1	See section 5.10.2	
408	Wall between main and second bedroom	See section 5.10.1	See section 5.10.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
409	Main bedroom ensuite	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
410	<i>Doors throughout the unit (x3)</i>	See section 5.5.1	See section 5.5.2	 A photograph showing a close-up of a door handle and lock mechanism. The handle is metallic and the lock is visible. A timestamp '11:00 26/04/2018' is visible in the bottom right corner.
411	<i>Wall above main bathroom door</i>	See section 5.9.1	See section 5.9.2	 A photograph showing a wall above a door. The wall is white and has a small, dark, rectangular object (possibly a light switch or outlet) mounted on it. A timestamp '11:00 26/04/2018' is visible in the bottom right corner.


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
412	Main bathroom	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
413	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
414	Balcony	<p>See section 5.2.1 Ponding observed at the time of inspection.</p> <p>Falls (mm); 1/1000</p>	See section 5.2.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
415	Balcony sliding door frame	See section 5.8.1	See section 5.8.2	
416	Balcony sliding door hob	See section 5.10.1	See section 5.10.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
417	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	
Unit 407				


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
418	Front entry door frame	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
421	Wall adjacent to front entry door frame	See section 5.13.1	See section 5.13.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
422	Front entry door frame	See section 5.10.1	See section 5.10.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
423	Skirting adjacent to board front entrance	See section 5.10.1	See section 5.10.2	
424	Lounge room	See section 5.11.1	See section 5.11.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
425	Southwestern corner of hallway adjacent to entrance skirting board	See section 5.14.1 Separation; 1mm	See section 5.14.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
426	Balcony	See section 5.2.1 Falls (mm); 2/1000	See section 5.2.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
427	Balcony panels façade	<p>Construction debris observed on the external façade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
428	Balcony façade	<p>Construction debris observed on the external façade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
429	Balcony façade	<p>Construction debris observed on the external façade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
430	Balcony	<p>Balustrade cover plates have not been installed.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the spigot has been installed without a cover and therefore not been installed in a proper workmanlike manner that would prevent moisture ingress.</p> <p>Loss Suffered</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces surrounding the work area. 2. Remove the top-rail and glass balustrade 3. Install spigot cover 4. Reinstall fixtures to match existing 	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
		Loss suffered is cost of rectification.		
431	Balcony window frames	See section 5.7.1	See section 5.7.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
432	Main bathroom	See section 5.1.1 Falls (mm); 9/1000	See section 5.1.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
433	<i>Doors throughout the unit (x5)</i>	See section 5.5.1	See section 5.5.2	
434	<i>Main bedroom ensuite windows</i>	See section 5.8.1	See section 5.8.2	



Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
435	Main bedroom ensuite	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	
436	Main bedroom ensuite above door frame	See section 5.9.1	See section 5.9.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
437	Main bedroom built in	See section 5.6.1	See section 5.6.2	
438	Second bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect Description and Breach	Rectification	Photograph (if applicable)
439	Second bedroom wall adjacent to built in	See section 5.13.1	See section 5.13.2	
Unit 408				
440		No access was provided.		



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 501				
441	Front entry door	<p>Fire door and frame observed to be two different brands.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a licenced tradesperson to remove fire door and install a suitable fire door to match existing door frame as advised by fire engineer.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
442	Wall above front entry door	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
443	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	 A photograph showing a vertical crack or gap in a light-colored wall. The crack runs from the top to the bottom of the frame. A date stamp in orange text at the bottom right reads "14:27 20-AUG-2018".
444	Lounge room	See section 5.11.1	See section 5.11.2	 A photograph showing a corner of a room with light-colored walls. There is a dark, irregular mark or stain on the wall near the corner. A date stamp in orange text at the bottom right reads "14:27 20-AUG-2018".


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
445	Balcony sliding door frame	<p>Construction debris observed on sliding door frame.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
446	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
447	Balcony	See section 5.2.1 Falls (mm); 2/1000	See section 5.2.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
448	Balcony	See section 5.3.1	See section 5.3.2	 A photograph showing a close-up of a balcony railing. The railing consists of a metal handrail and a glass panel. There is a visible gap or defect in the railing assembly. A date stamp '12/12/2018' is visible in the bottom right corner of the photo.
449	Balcony	See section 5.4.1	See section 5.4.2	 A photograph showing a close-up of a balcony railing, similar to the one in item 448. It shows a metal handrail and a glass panel. A date stamp '12/12/2018' is visible in the bottom right corner of the photo.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
450	Balcony balustrade	See section 5.9.1	See section 5.9.2	
451	Balcony	<p>No weep holes or flashing observed on façade in balcony area.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Remove sandstone tiles on wall in balcony area. 2. Engage a licenced tradesman to install flashing and produce weep holes. 3. Re-instate the sandstone tiles with weep holes. 4. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
452	Balcony flooring	<p>Drummy and loose skirting tiles observed on balcony.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>Section 12.5 Cracked, pitted, chipped, scratched, loose or drummy tiles.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification and appearance.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces surrounding the work area. 2. Remove the tiles 3. Install new tile to match existing 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
453	Lounge room window frame on south western corner	See section 5.13.1	See section 5.13.2	 A photograph showing a close-up of a window frame on a light-colored wall. The frame is dark and appears to be made of wood or metal. The wall has a slightly textured appearance. A date stamp '14:41 20/AUG/2018' is visible in the bottom right corner of the photo.
454	Lounge room above entrance hallway	See section 5.13.1	See section 5.13.2	 A photograph showing a wall above an entrance hallway. The wall is light-colored and has a horizontal line running across it, possibly a shelf or a decorative element. The ceiling is visible at the top of the frame. A date stamp '14:41 20/AUG/2018' is visible in the bottom right corner of the photo.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
455	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	
456	<i>Fridge return wall in kitchen area</i>	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
457	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
458	Second bedroom window bulkhead	See section 5.10.1	See section 5.10.2	 A photograph showing a horizontal window bulkhead with a visible gap or defect. An orange timestamp '14/05/2018 15:20:18' is visible in the bottom right corner.
459	Second bedroom window frames	See section 5.8.1	See section 5.8.2	 A photograph showing a close-up of a window frame with a visible defect. An orange timestamp '14/05/2018 15:20:18' is visible in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
460	Wall adjacent to second bedroom door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
461	Second bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
462	Main bedroom ensuite	<p>See section 5.1.1 Ponding observed at time of inspection.</p> <p>Falls (mm); 4/1000</p>	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
463	<i>Doors throughout unit (x5)</i>	See section 5.5.1	See section 5.5.2	
464	<i>Ceiling above main bedroom door</i>	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
465	Wall adjacent to main bedroom door	See section 5.13.1	See section 5.13.2	
466	Main bedroom above windows between ceiling and bulkhead	See section 5.14.1 Separation; 1mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
467	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
468	Main bedroom built in	See section 5.6.1	See section 5.6.2	

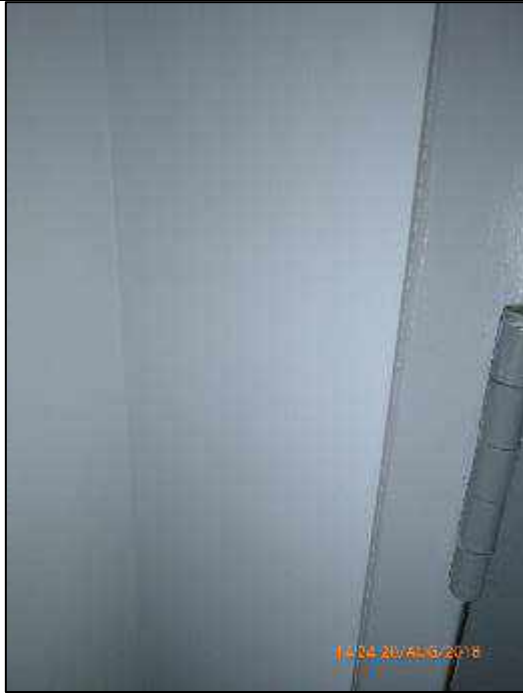

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 502				
469	Front entry door	<p>Fire door and frame observed to be two different brands.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesperson to remove fire door and install a suitable fire door to match existing door frame as advised by fire engineer.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
470	Doors throughout unit (x4)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
471	Main bedroom ensuite	<p>Shower screen in ensuite was observed to be out of plane.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 9.7 Operation of windows and doors. <p>This is a defect because the door does not operate as intended by the manufacturer' as outlined in Section 9.7 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove door and plane as required. 3. Re-instate the door 4. Clean up work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
472	Main bedroom ensuite	<p>Water egress observed outside of shower recess.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a), (b) and (c). <p>Building Code of Australia</p> <ul style="list-style-type: none"> Section F Health and Amenity Part F1 Damp and Weatherproofing Sections FO1, FF1.3. <p>This is a breach because the building is not constructed in a manner so as to prevent moisture escaping from the ensuite wet area.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification and loss of amenity to unit occupants.</p>	Remove tiles/fixtures within the shower enclosure to allow provision of suitable new waterproofing membrane system to the wet area. Replace tiles and refit shower fixtures on completion of tiling.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
473	Wall adjacent to main bedroom ensuite door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
474	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	 A photograph showing a close-up of a light-colored wall. A vertical line, possibly a crack or a joint, runs down the wall. A portion of a grey, textured object, likely a door handle or part of a door frame, is visible on the right side. In the bottom right corner, there is an orange timestamp that reads "14/04/2019 15:20:18".
475	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	 A photograph showing a close-up of a light-colored wall. A vertical line, possibly a crack or a joint, runs down the wall. A portion of a grey, textured object, likely a door handle or part of a door frame, is visible on the left side. In the bottom right corner, there is an orange timestamp that reads "14/04/2019 15:20:18".



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
476	Wall above front entry door	See section 5.13.1	See section 5.13.2	
477	Wall adjacent to front entry door	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
478	<i>Kitchen western wall</i>	See section 5.10.1	See section 5.10.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
479	Main bathroom	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
480	Main bathroom door frame	See section 5.9.1	See section 5.9.2	
481	Second bedroom door	<p>Door was observed to be loose and not functional.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 9.7 Operation of windows and doors. <p>This is a defect because the door does not operate as intended by the manufacturer' as outlined in Section 9.7 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	Repair/adjust lock as required to reinstate satisfactory operation of the door.	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
482	Second bedroom window frame	See section 5.9.1	See section 5.9.2	
483	Second bedroom window frame	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
484	Second bedroom window bulkhead	See section 5.13.1	See section 5.13.2	
485	Second bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
486	Lounge room	See section 5.14.1	See section 5.14.2	 A photograph showing a plain white wall in a lounge room. A small portion of a dark object, possibly a shelf or picture frame, is visible on the right side. A timestamp in the bottom right corner reads "14:39 10/AUG/2018".
487	Wall adjacent to study room	See section 5.13.1	See section 5.13.2	 A photograph of a wall adjacent to a study room. The wall is white and shows a vertical crack running down its center. To the left of the crack is a dark wooden door or panel. A timestamp in the bottom right corner reads "14:39 10/AUG/2018".



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
488	Lounge room window bulkhead	See section 5.13.1	See section 5.13.2	
489	Lounge room window bulkhead	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
490	Balcony	See section 5.2.1 Falls (mm); 3/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
491	Balcony	See section 5.4.1	See section 5.4.2	
492	Balcony	See section 5.15.1	See section 5.15.2	


493	Balcony sliding door frames	See section 5.7.1	See section 5.7.2	
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Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
				

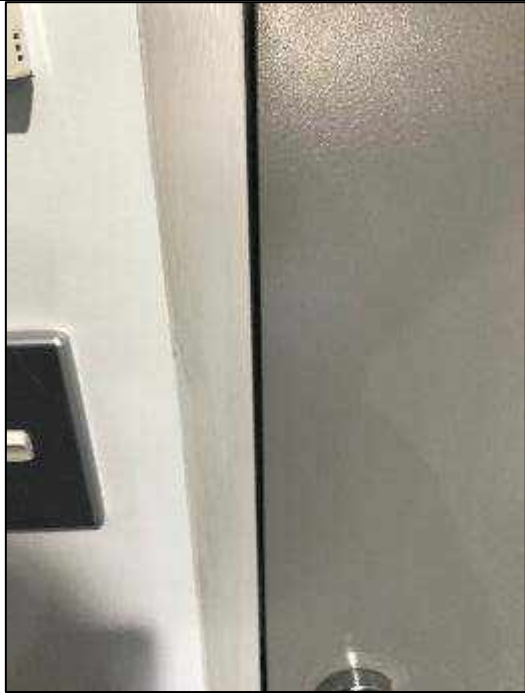
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
494	Balcony	<p>Construction debris left on balcony windows.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	 <p>A photograph showing a balcony window frame with construction debris and residue. The date stamp in the bottom right corner reads '14/32 20/AUG/2018'.</p>
495	Balcony balustrade	See section 5.9.1	See section 5.9.2	 <p>A photograph showing a balcony balustrade. The date stamp in the bottom right corner reads '14/32 20/AUG/2018'.</p>


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
496	<i>Ceiling above main bedroom ensuite door</i>	See section 5.13.1	See section 5.13.2	
497	<i>Main bedroom ensuite ceiling</i>	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
498	Main bedroom	See section 5.11.1	See section 5.11.2	 A photograph showing a corner of a white wall. A dark, possibly wooden or metal, trim piece is visible along the top edge of the wall. The lighting is somewhat dim, and there's a slight shadow in the corner.
499	Main bedroom window frames	See section 5.9.1	See section 5.9.2	 A photograph of a window frame. The frame is dark, possibly black or dark brown. The sill is white. The window is looking out onto a bright, possibly outdoor area. The lighting is bright, creating strong shadows.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
500	Main bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 503				
501	Front entry door	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
504	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
505	Wall adjacent to linen cupboard door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
506	Balcony	See section 5.2.1 Falls (mm); 7/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
507	Balcony	See section 5.15.1	See section 5.15.2	
508	Balcony	See section 5.4.1	See section 5.4.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
509	Balcony sliding door frame	<p>Construction debris observed on sliding door frame.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
510	Balcony eastern blade wall	<p>Unsealed joint between eastern wall of balcony and ceiling.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Apply a bead of flexible sealant to the joint between the ceiling and wall 2. As required, all affected surfaces are to be painted with an appropriate paint system to match as close as possible to the existing in accordance with the manufacturer's recommendations and AS2311 – Guide to the painting of buildings. 3. Clean up the work area 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
511	Main bathroom	See section 5.1.1 Falls (mm); 1/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
512	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
513	Main bedroom window sill	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
514	Main bedroom built in	See section 5.6.1	See section 5.6.2	
515	Main bedroom window frame	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
516	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 2mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 504				



517	Front entry door	<p>Fire door and frame observed to be two different brands.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	<p>Engage a licenced tradesperson to remove fire door and install a suitable fire door to match existing door frame as advised by fire engineer.</p>	
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Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
				


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
518	Front entry door frame	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
519	Door jamb at front entry door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
520	Front entry door frame	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a dark-colored door frame. A vertical metal pin or bolt is visible at the bottom of the frame, protruding slightly. The surface appears slightly worn or discolored. A timestamp '13/06/20/AUG/2018' is visible in the bottom right corner.
521	Doors through the unit (x3)	See section 5.5.1	See section 5.5.2	 A photograph taken through a circular opening, likely a peephole or a small window in a door. The view shows a dark interior space with a white rectangular object, possibly a piece of paper or a small sign, visible in the center. A timestamp '13/07/20/AUG/2018' is visible in the bottom right corner.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
522	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1mm	See section 5.14.2	
523	<i>Eastern wall adjacent to sliding door.</i>	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
524	<i>Eastern wall adjacent to sliding door.</i>	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
525	Balcony	See section 5.2.1 Falls (mm); 1/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
526	Balcony	See section 5.4.1	See section 5.4.2	
527	Façade balustrade in balcony area.	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
528	Main bathroom ceiling	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
529	Main bathroom	See section 5.1.1 Falls (mm); 4/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
530	Main bathroom door frame	<p>Unsealed joint between door frame and tiles.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Apply a bead of flexible sealant to the joint between the ceiling and wall 2. As required, all affected surfaces are to be painted with an appropriate paint system to match as close as possible to the existing in accordance with the manufacturer's recommendations and AS2311 – Guide to the painting of buildings. 3. Clean up the work area 	
531	Main bedroom window sill	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
532	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
533	Main bedroom window bulkhead	See section 5.13.1	See section 5.13.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
534	Main bedroom built in	See section 5.6.1	See section 5.6.2	
535	Main bedroom	See section 5.11.1	See section 5.11.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
536	Lounge room window frames	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 505				
537	Front entry door frame	<p>Fire door and frame observed to be two different brands.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a licenced tradesperson to remove fire door and install a suitable fire door to match existing door frame as advised by fire engineer.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
538	Front entry door	See section 5.9.1	See section 5.9.2	 A photograph showing the top corner of a white door frame against a dark ceiling. A small, dark, circular object is visible on the ceiling near the frame. A date stamp in the bottom right corner reads "6/18/2018 16:48:20".
539	Doors throughout unit (x2)	See section 5.5.1	See section 5.5.2	 A photograph of a door handle and lock mechanism. The handle is a circular, metallic-looking knob. A date stamp in the bottom right corner reads "6/18/2018 16:48:20".


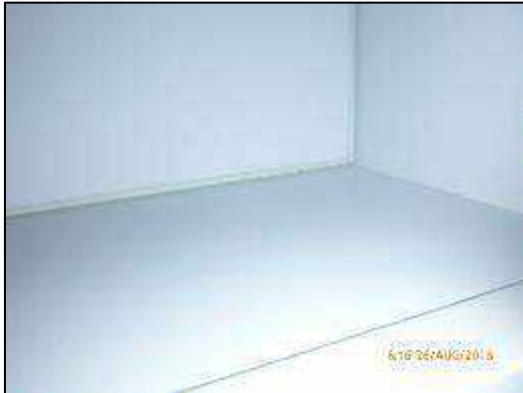
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
540	Main bedroom window frames	See section 5.8.1	See section 5.8.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
541	Main bedroom ensuite	<p>See section 5.1.1 Ponding observed at time of inspection.</p> <p>Falls (mm); 9/1000</p>	See section 5.1.2	 <p>The top photograph shows a view of the ensuite floor, which is covered in a dark, wet material. A yellow line is drawn on the floor, and a yellow arrow points to a specific area. The bottom photograph shows a close-up of a Bosch level placed on the floor. The level is black and silver, and the digital display shows '9.1'. A yellow line is also visible on the floor in this photograph.</p>


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
542	Main bedroom ensuite door frame	See section 5.9.1	See section 5.9.2	
543	Main bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
544	Lounge room window frames	See section 5.8.1	See section 5.8.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
545	Main bathroom	See section 5.1.1 Falls (mm); 9/1000	See section 5.1.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
546	<i>Second bedroom built in</i>	See section 5.6.1	See section 5.6.2	
547	<i>Second bedroom</i>	See section 5.11.1	See section 5.11.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
548	Balcony	See section 5.3.1	See section 5.3.2	
549	Balcony balustrade	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
550	Balcony	See section 5.4.1	See section 5.4.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
551	Balcony	See section 5.2.1 Falls (mm); 5/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
552	Balcony sliding door frame	See section 5.8.1	See section 5.8.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
553	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 506				
554	Front entry door	<p>Fire door and frame observed to be two different brands.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesperson to remove fire door and install a suitable fire door to match existing door frame as advised by fire engineer.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
555	Lounge room skirting board at western wall	See section 5.14.1 Separation; 2mm	See section 5.14.2	
556	Doors through the unit (x2)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
557	Main bedroom ensuite	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	
558	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
559	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	
560	Balcony	See section 5.4.1	See section 5.4.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
561	Balcony	See section 5.15.1	See section 5.15.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
562	Balcony façade fins external	See section 5.7.1	See section 5.7.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
563	Balcony	See section 5.2.1 Falls (mm); 5/1000	See section 5.2.2	
564	Balcony sliding door frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
565	Main bathroom	See section 5.1.1 Falls (mm); 3/1000	See section 5.1.2	
566	Second bedroom built in	See section 5.6.1	See section 5.6.2	
Unit 507				
567		No access was provided.		
Unit 508				
568		No access was provided.		


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 601				
569	Front entry door	<p>Fire door and frame observed to be two different brands.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesperson to remove fire door and install a suitable fire door to match existing door frame as advised by fire engineer.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
570	<i>Living room western wall bulkhead</i>	See section 5.14.1	See section 5.14.2	 A photograph showing a close-up of a grey, textured wall bulkhead. The wall is slightly uneven and has a vertical seam or joint visible. A date stamp in the bottom right corner reads "14/08/2018".
571	<i>Balcony balustrade</i>	See section 5.3.1	See section 5.3.2	 A photograph showing a balcony balustrade made of dark metal bars. There is a significant gap between the balustrade and the wall behind it, revealing a bright, overexposed area. A date stamp in the bottom right corner reads "14/08/2018".



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
572	Balcony	See section 5.4.1	See section 5.4.2	
573	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
574	Balcony	See section 5.2.1 Falls (mm); 4/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
575	Front entry door	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
576	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
577	Main bathroom	<p>Shower screen door panel observed to be loose and not closing orderly.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p> <p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered</p> <p>This defect results in loss of rectification and loss of amenity to unit occupants.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove existing shower screen and fix appropriately 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
578	Second bedroom window frames	See section 5.9.1	See section 5.9.2	
579	Second bedroom window frames	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
580	Second bedroom external fins	<p>Construction debris observed on external fins outside the main bedroom.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	 <p>A photograph showing a view from a balcony or window looking out at a green lawn and trees. A vertical concrete fin is visible in the foreground, and there is some construction debris or residue on it. A timestamp '9/12/25/AUG/2018' is visible in the bottom right corner of the photo.</p>
581	Second bedroom built in	See section 5.6.1	See section 5.6.2	 <p>A photograph showing a built-in unit, possibly a wardrobe or storage unit, in a room. The unit has a white door and a colorful, patterned fabric hanging from it. A timestamp '9/12/25/AUG/2018' is visible in the bottom right corner of the photo.</p>



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
582	Wall above built in in second bedroom	See section 5.13.1	See section 5.13.2	
583	Skirting boards between bedrooms.	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
584	Wall adjacent to main bedroom	See section 5.13.1	See section 5.13.2	
585	Main bedroom ensuite	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
586	Main bedroom built in	See section 5.6.1	See section 5.6.2	

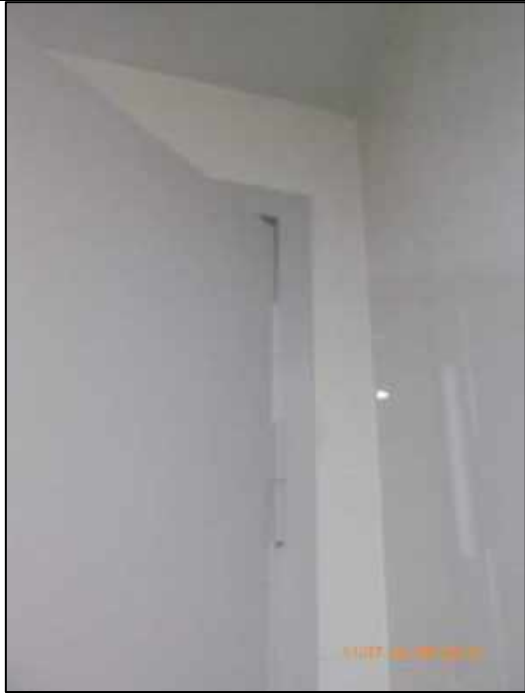
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 602				
587	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
588	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
589	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a metal door hinge mounted on a light-colored wall. The hinge is slightly loose and the wall around it appears to be peeling or damaged. An orange timestamp '11:05:16/2018' is visible in the bottom right corner.
590	Doors throughout the unit (x4)	See section 5.5.1	See section 5.5.2	 A photograph showing a close-up of a circular door handle mounted on a light-colored wall. The handle is slightly loose and the wall around it appears to be peeling or damaged. An orange timestamp '11:05:16/2018' is visible in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
591	<i>Walls and ceiling throughout the unit</i>	See section 5.10.1	See section 5.10.2	
592	<i>Wall above main bathroom door</i>	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
593	Main bathroom	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	


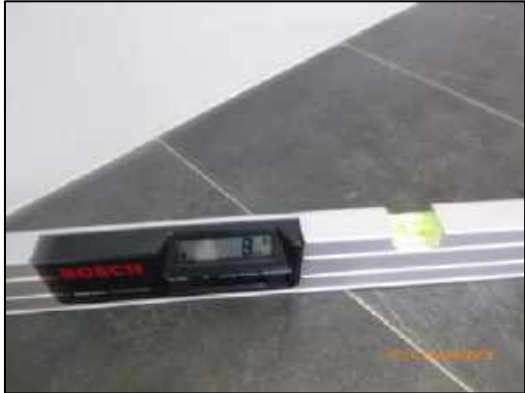
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
594	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
595	Balcony	See section 5.2.1 Falls (mm); 8/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
596	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
597	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
598	Balcony balustrade	See section 5.4.1	See section 5.4.2	
599	Balcony	See section 5.3.1	See section 5.3.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
600	Main bedroom ensuite	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
601	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	
602	Ensuite window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
603	<i>Ceiling adjacent to ensuite window</i>	See section 5.10.1	See section 5.10.2	
604	<i>Main bedroom built in</i>	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
605	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
606	Main bedroom window frames	See section 5.8.1	See section 5.8.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
607	<i>Throughout the unit</i>	See section 5.11.1	See section 5.11.2	
608	<i>Second bedroom built in</i>	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
609	Second bedroom window frames			
Unit 603				



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
610	Front entry door	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
611	Front entry door	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
612	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	 A photograph showing a corner of a room with white walls. A dark, possibly damaged or stained area is visible at the base of the wall near the floor. A date stamp '10/04/2018' is visible in the bottom right corner.
613	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	 A close-up photograph of a door handle and lock mechanism. The handle is metallic and has a circular inset with a small rectangular label. A date stamp '10/04/2018' is visible in the bottom right corner.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
614	Balcony	See section 5.3.1	See section 5.3.2	
615	Balcony	See section 5.4.1	See section 5.4.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
616	Balcony	<p>Construction debris observed on façade of the building.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
617	Balcony balustrade hand rail	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
618	Balcony	<p>Unsealed joint between eastern wall of balcony and ceiling.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Apply a bead of flexible sealant to the joint between the ceiling and wall 2. As required, all affected surfaces are to be painted with an appropriate paint system to match as close as possible to the existing in accordance with the manufacturer's recommendations and AS2311 – Guide to the painting of buildings. 3. Clean up the work area 	
619	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
620	Balcony	See section 5.2.1 Falls (mm); 5/1000	See section 5.2.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
621	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
622	Main bedroom window frames	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
623	Main bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
624	Main bedroom ensuite	See section 5.1.1 Falls (mm); 9/1000	See section 5.1.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
625	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1mm	See section 5.14.2	 A photograph showing a close-up of a ceiling area above kitchen cupboards. The ceiling appears to be made of a light-colored material, possibly plaster or drywall, and there is a visible gap or separation between the ceiling and the cupboards. The cupboards are dark-colored. A date stamp '10/08/2015' is visible in the bottom right corner of the photograph.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 604				
626	Kitchen sink	<p>Resident advised that the kitchen tap was loose.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p> <p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered Loss suffered in cost of rectification.</p>	<ol style="list-style-type: none"> 1. Temporary turn off main water supply to sink. 2. Carefully remove the mixer to sink. 3. Supply and install mixer to match existing. 4. Secure the tap flick mixer to the sink. 5. Turn on main water supply to sink. 	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
627	Front entry door	<p>The hinges of the front entry door are leaking.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p> <p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered Loss suffered in cost of rectification.</p>	Engage a licenced carpenter to remove faulty door hinges and reinstate with new hinges matching existing in accordance with manufacturers specifications.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
628	Front entry door	<p>Fire door and frame observed to be two different brands.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a licenced tradesperson to remove fire door and install a suitable fire door to match existing door frame as advised by fire engineer.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
629	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
630	Doors throughout the unit (x1)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
631	Main bedroom ensuite	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
632	<i>Living room window frames</i>	See section 5.8.1	See section 5.8.2	
633	<i>Balcony</i>	See section 5.4.1	See section 5.4.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
634	Balcony	See section 5.15.1	See section 5.15.2	
635	Balcony balustrade hand rail	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
636	Balcony	<p>Construction debris observed on façade of the building.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
637	Balcony	See section 5.2.1 Falls (mm); 7/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
638	Main bedroom	See section 5.11.1	See section 5.11.2	 A photograph showing a close-up of a ceiling corner in a bedroom. There is a faint, horizontal, yellowish-green line or stain on the white ceiling. A timestamp '9:28 26/AUG/2018' is visible in the bottom right corner of the photo.
639	Main bedroom window frames	See section 5.9.1	See section 5.9.2	 A photograph of a window frame in a bedroom. The frame is dark-colored. The window is open, showing a view of a garden with a swimming pool and some trees. A timestamp '9:30 26/AUG/2018' is visible in the bottom right corner of the photo.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
640	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 605				
641	Front entry door	<p>Fire door and frame observed to be two different brands.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesperson to remove fire door and install a suitable fire door to match existing door frame as advised by fire engineer.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
642	Lounge room windows	<p>Blinds in the lounge room are out of plumb with the window frame.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to remove the blinds and re-install to fit the existing window in plumb.	
643	Balcony	<p>Construction debris observed on façade of the building.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss suffered is cost of rectification.		
644	Balcony	See section 5.4.1	See section 5.4.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
645	Balcony	See section 5.15.1	See section 5.15.2	
646	Balcony soffit of slab above	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
647	Balcony sliding door frames	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
648	Balcony sliding door frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
649	Balcony	See section 5.2.1 Falls (mm); 5/1000	See section 5.2.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
650	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	
651	Second bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
652	Main bedroom built in	See section 5.6.1	See section 5.6.2	
653	Main bedroom ensuite	See section 5.1.1 Falls (mm); 9/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
654	Main bedroom ensuite door frame	See section 5.9.1	See section 5.9.2	
655	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
656	Main bathroom door frame	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
657	Wall adjacent to main bathroom	See section 5.13.1	See section 5.13.2	
Unit 606				
658		No access was provided.		

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 607				
659	Front entry door	<p>Fire door and frame observed to be two different brands.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a licenced tradesperson to remove fire door and install a suitable fire door to match existing door frame as advised by fire engineer.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
660	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
661	Study room doors	<p>Study room doors were observed to be misaligned and do not effectively close.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 9.7 Operation of windows and doors. <p>This is a defect because the door does not operate as intended by the manufacturer' as outlined in Section 9.7 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>		
662	Kitchen	<p>Marking observed on the kickboard of the kitchen cupboards</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove marking and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss suffered is cost of rectification.		
663	<i>Kitchen window frame</i>	See section 5.9.1	See section 5.9.2	
664	<i>Lounge room window frames</i>	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
665	Balcony	<p>Construction debris observed on façade of the building.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
666	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
667	Balcony eastern blade wall	See section 5.10.1	See section 5.10.2	
668	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
669	Baclony	See section 5.2.1 Falls (mm); 1/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
670	Main bathroom	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
671	Main bathroom door frame	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
672	Main bedroom window frames	See section 5.7.1	See section 5.7.2	
673	Main bedroom window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
674	Main bedroom wall adjacent to built in	See section 5.13.1	See section 5.13.2	 <p>The photograph shows a doorway or alcove area. A green box, possibly for cleaning supplies, is on the floor. A white pillar or door frame is visible. The floor is carpeted. A date stamp '12/08/2018' is visible in the bottom right corner of the photo.</p>


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
675	Main bedroom skirting board adjacent to built in	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
676	Wall adjacent to laundry door frame	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 608				
677	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
678	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
679	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
680	Balcony	See section 5.2.1 Falls (mm); 4/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
681	Balcony	See section 5.3.1	See section 5.3.2	
682	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
683	Balcony	<p>Construction debris observed on façade of the building.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
684	Kitchen ceiling	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
685	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1mm	See section 5.14.2	
686	<i>Doors throughout the unit (x3)</i>	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
687	Main bathroom	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	 A photograph of a bathroom floor with a dark grid pattern. A small, light-colored object is visible on the floor. The date '03/28/AUG/2018' is printed in the bottom right corner.
688	Main bathroom door frame	See section 5.9.1	See section 5.9.2	 A photograph showing the lower legs and feet of a person standing in a doorway. The person is wearing patterned leggings and dark shoes. The date '03/26/AUG/2018' is printed in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
689	Main bedroom built in	See section 5.6.1	See section 5.6.2	
690	Main bedroom built in	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
691	Main bedroom ensuite window frames	See section 5.8.1	See section 5.8.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
692	Main bedroom window frames	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
693	Front entry door	<p>Fire door and frame observed to be two different brands.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a licenced tradesperson to remove fire door and install a suitable fire door to match existing door frame as advised by fire engineer.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 701				
694	Front entry door	<p>Fire door and frame observed to be two different brands.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a licenced tradesperson to remove fire door and install a suitable fire door to match existing door frame as advised by fire engineer.	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
695	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
696	Balcony	See section 5.3.1	See section 5.3.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
697	Balcony balustrade	See section 5.9.1	See section 5.9.2	

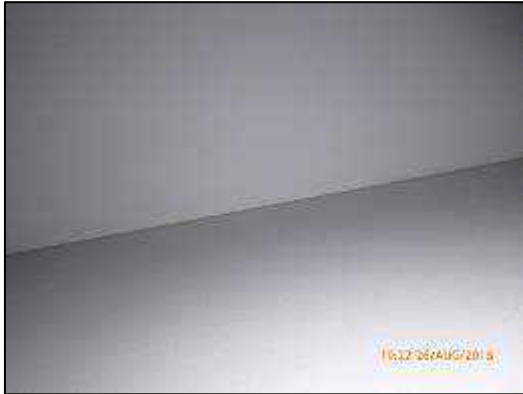

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
698	Balcony	See section 5.2.1 Falls (mm); 1/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
699	Balcony	See section 5.4.1	See section 5.4.2	
700	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
701	Lounge room window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a window frame where it meets the wall. There is a visible gap or separation between the frame and the wall, indicating a defect in the installation or construction.
702	Doors throughout the unit (x3)	See section 5.3.1	See section 5.3.2	 A photograph of a door handle. The handle is a lever type, and there is a visible mark or indentation on the door surface near the handle, possibly indicating a defect in the door or the handle itself.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
703	Linen cupboard door frame	See section 5.9.1	See section 5.9.2	
704	Main bedroom ensuite	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
705	Main bedroom built in	See section 5.6.1	See section 5.6.2	
706	Main bedroom window frames	See section 5.7.1	See section 5.7.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
707	Main bedroom	See section 5.11.1	See section 5.11.2	
708	Second bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
709	Second bedroom window frames	See section 5.8.1	See section 5.8.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
710	Wall adjacent to second bedroom door frame	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 702				
711	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
712	Front entry door	See section 5.12.1	See section 5.12.2	 A photograph showing a close-up of a door frame. A small, rectangular label is affixed to the frame. The label contains text that is partially legible, including '10/26/26/AL/S/2018'. The background is a plain, light-colored wall.
713	Front entry door	See section 5.10.1	See section 5.10.2	 A photograph showing a close-up of a door frame. A small, rectangular label is affixed to the frame. The label contains text that is partially legible, including '10/26/26/AL/S/2018'. The background is a plain, light-colored wall.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
714	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	
715	Second bedroom window frames	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
716	Second bedroom window frames	See section 5.9.1	See section 5.9.2	
717	Second bedroom built in	See section 5.6.1	See section 5.6.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
718	Main bedroom built in	See section 5.6.1	See section 5.6.2	
719	Main bedroom ensuite	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
720	Main bedroom ensuite door frame	See section 5.9.1	See section 5.9.2	 <p>A photograph showing a close-up of a dark-colored door frame. The frame appears to be made of wood or a similar material. There is a visible gap or defect in the frame, possibly related to the hinge area. The background is a light-colored wall. A timestamp '10:31 26/AUG/2018' is visible in the bottom right corner of the photo.</p>
721	Main bedroom ensuite window frames	See section 5.8.1	See section 5.8.2	 <p>A photograph showing a close-up of a window frame. The frame is dark-colored and appears to be made of wood or a similar material. There is a visible gap or defect in the frame, possibly related to the hinge area. The background is a light-colored wall. A timestamp '10:31 26/AUG/2018' is visible in the bottom right corner of the photo.</p>



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
722	Main bathroom	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
723	Main bathroom door frame	See section 5.10.1	See section 5.10.2	
724	Balcony	See section 5.3.1	See section 5.3.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
725	Balcony window frames	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
726	Balcony window frames	See section 5.8.1	See section 5.8.2	
727	Balcony	See section 5.4.1	See section 5.4.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
728	Balcony	See section 5.2.1 Falls (mm); 3/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
729	Balcony balustrade	<p>Excessive movement observed in balustrade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>AS/NZS 1170.1 – Structural Design Actions- The current arrangement of the balustrade does not comply with AS1107.1</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	Appropriately fix the balustrade in accordance with AS1107.1	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
730	Balcony window frames	See section 5.8.1	See section 5.8.2	
731	Lounge room window frames	<p>Lounge room windows observed to lack adequate sealant.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 9.2 Weather-tightness of windows <p>This is a defect because the window has not been sealed in accordance with the BCA as outlined in Section 9.2 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces surrounding the work area. 2. Remove glass panel from window frame and re-install using a suitable sealant application. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 703				
732	Front entry door frame	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
733	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
734	Doors throughout the unit (x2)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
735	Balcony	See section 5.3.1	See section 5.3.2	
736	Balcony	See section 5.4.1	See section 5.4.2	


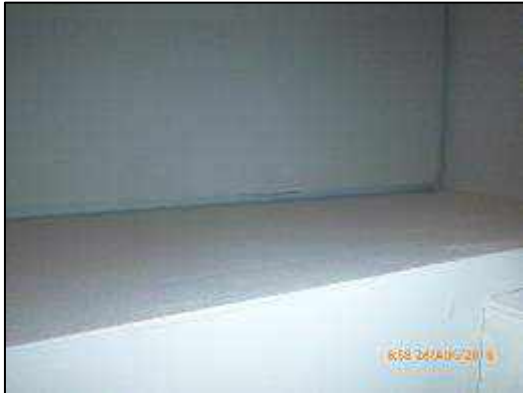
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
737	Balcony external fins	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
738	Balcony	See section 5.2.1 Falls (mm); 7/1000	See section 5.2.2	

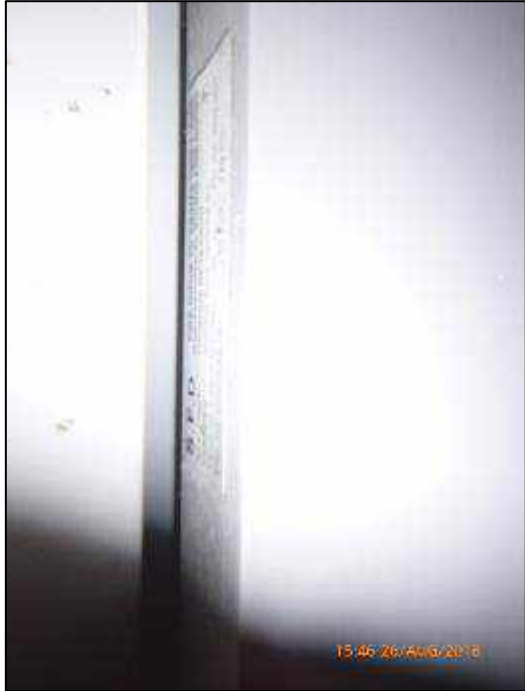
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
739	Balcony external fins	See section 5.7.1	See section 5.7.2	 A photograph showing a close-up of a balcony's external fin. The fin is a light-colored, vertical metal or plastic structure. In the background, a multi-story residential building and a body of water are visible. A date stamp '8/8/2016' is present in the bottom right corner of the photo.
740	Balcony blade wall western	See section 5.10.1	See section 5.10.2	 A photograph showing a close-up of a balcony's blade wall. The wall is a light-colored, vertical structure. A date stamp '8/8/2016' is present in the bottom right corner of the photo.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
741	Main bedroom skirting board	See section 5.14.1 Separation; 2mm	See section 5.14.2	
742	Main bedroom built in	See section 5.6.1	See section 5.6.1	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
743	Main bedroom ensuite	See section 5.1.1 Falls (mm); 3/1000	See section 5.1.1	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
744	Main bedroom window frames	See section 5.7.1	See section 5.7.1	
745	Main bedroom	See section 5.11.1	See section 5.11.1	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
746	Lounge room	<p>Air conditioner in lounge room not functional in the 'cool/dry' mode.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p> <p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered Loss suffered in cost of rectification.</p>	Engage a licenced tradesman to identify the cause and provide rectification.	
Unit 704				
747		No access was provided.		



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 705				
748	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
749	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
750	Front entry door	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
751	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
752	Front entry door frame	See section 5.9.1	See section 5.9.2	
753	Second bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
754	Wall adjacent to linen cupboard.	See section 5.10.1	See section 5.10.2	 A photograph showing a close-up of a light-colored wall. There is a dark, irregular mark or stain on the wall, which is the defect being documented. A timestamp '15/02/20/AUG/2018' is visible in the bottom right corner of the photo.
755	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	 A photograph of a balcony sliding door frame. The frame is made of metal and glass. There is a visible gap or defect in the frame where the glass meets the metal. A timestamp '15/02/20/AUG/2018' is visible in the bottom right corner of the photo.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
756	Lounge room sliding door frame	See section 5.8.1	See section 5.8.2	
757	Lounge room window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
758	Lounge room sliding door frame	See section 5.7.1	See section 5.7.2	
759	Balcony	See section 5.3.1	See section 5.3.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
760	Balcony	See section 5.2.1 Falls (mm); 7/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
761	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	
762	Western elevation façade of building from balcony	See section 5.8.1	See section 5.8.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
763	Balcony sliding door frames	See section 5.7.1	See section 5.7.2	 <p>15:58:26/AUG/2018</p>
764	Lounge room window frames	See section 5.8.1	See section 5.8.2	 <p>15:00:35/AUG/2018</p>



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
765	Main bedroom ensuite	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	
766	Main bedroom ensuite door frame	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
767	Main bedroom window frames	See section 5.8.1	See section 5.8.2	 A photograph showing a close-up of a window frame in a room. The frame is dark, and the glass is partially visible. A date stamp '15.05.26/AUG/2018' is visible in the bottom right corner of the image.
768	Main bedroom wall adjacent to door	See section 5.10.1	See section 5.10.2	 A photograph of a plain, light-colored wall in a room. A dark rectangular object, possibly a door handle or a switch, is visible on the wall. A date stamp '15.05.26/AUG/2018' is visible in the bottom right corner of the image.

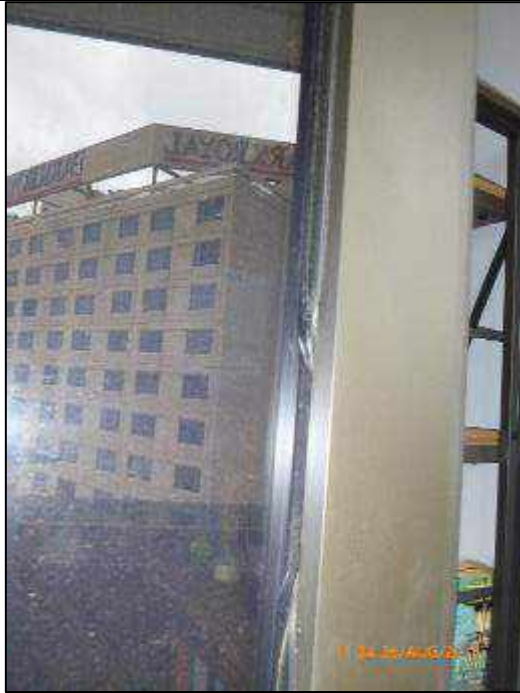

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
769	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	
770	Main bathroom	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
771	Main bathroom door frame	See section 5.10.1	See section 5.10.2	
772	Main bathroom above storage cupboard.	See section 5.14.1 Separation; 1mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 706				
773	Front entry door	<p>Fire door and frame observed to be two different brands.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a licenced tradesperson to remove fire door and install a suitable fire door to match existing door frame as advised by fire engineer.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
774	Balcony	See section 5.7.1	See section 5.7.2	
775	Lounge room skirting board on western wall	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
776	Main bedroom ensuite	<p>Chip observed in the internal glass cabinet of the ensuite.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>Section 12.5 Cracked, pitted, chipped, scratched, loose or drummy tiles.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification and appearance.</p>	<ol style="list-style-type: none"> 1. Remove existing glass cabinet and source a new glass panel to match existing. 2. Install new glass panel to fit in accordance with manufacturers specifications. 3. Clean up the work area. 	 <p>A close-up photograph of a glass cabinet in a bathroom. A small chip is visible on the glass. A person's hand is visible at the top right, possibly holding the cabinet. A timestamp '11:22:26/AUG/2018' is visible in the bottom right corner.</p>
777	Lounge room sliding door	See section 5.7.1	See section 5.7.2	 <p>A photograph of a sliding glass door in a lounge room. The door is partially open, revealing a balcony area with a potted plant. A timestamp '11:24:26/AUG/2018' is visible in the bottom right corner.</p>



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
778	Lounge room sliding door	<p>Rubber seal around the glass of sliding door observed to be incorrectly installed.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 9.2 Weather-tightness of windows <p>This is a defect because the window has not been sealed in accordance with the BCA as outlined in Section 9.2 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces surrounding the work area. 2. Remove glass panel from window frame and re-install using a suitable sealant application. 3. Clean up the work area. 	
779	Front entry door	<p>Excessive wind noise observed through front door.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to reseal door to prevent excessive noise to the unit in accordance with manufacturers specifications.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
780	Balcony ceiling	See section 5.8.1	See section 5.8.2	
781	Façade adjacent to balcony area.	<p>Construction debris observed on façade of the building.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
782	<i>Façade adjacent to balcony area.</i>	See section 5.8.1	See section 5.8.2	
783	<i>Main bedroom</i>	<p>Drainage pipework through ceiling observed to be uninsulated causing excessive noise through bedroom.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to insulate the pipework in the ceiling space in accordance with manufacturers specifications.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
784	Doors throughout unit (x3)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
785	Balcony	See section 5.2.1 Falls (mm); 4/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
786	Balcony	See section 5.15.1	See section 5.15.2	
787	Balcony	See section 5.4.1	See section 5.4.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
788	Lounge room eastern wall	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
789	Main bathroom	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
790	Wall adjacent to pantry door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
791	Pantry door frame	See section 5.9.1	See section 5.9.2	
792	Main bedroom ensuite	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
793	Wall adjacent to ensuite door frame	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a wall and a door frame. A vertical crack or gap is visible in the wall material. A date stamp '11/04/2019' is visible in the bottom right corner of the photo.
794	Second bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph showing built-in furniture, likely a shelf or cabinet, in a bedroom. The furniture is made of light-colored wood or laminate. Various items, including boxes and containers, are stored on the shelves. A date stamp '11/04/2019' is visible in the bottom right corner of the photo.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
795	Main bedroom built in	See section 5.6.1	See section 5.6.2	
796	Main bedroom	See section 5.11.1	See section 5.11.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
797	Wall adjacent to main bedroom door	See section 5.13.1	See section 5.13.2	
798	Main bedroom ceiling	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 707				
799	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
800	Front entry door	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
801	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
802	Lounge windows room	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
803	Lounge room windows	See section 5.7.1	See section 5.7.2	
804	Balcony	See section 5.3.1	See section 5.3.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
805	Balcony	See section 5.2.1 Falls (mm); 6/1000	See section 5.2.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
806	Balcony	See section 5.4.1	See section 5.4.2	 A close-up photograph of a balcony railing system. A dark metal handrail is mounted on a white wall. The railing is secured with visible bolts. In the background, a glass balustrade and a view of a green landscape are visible. A timestamp '13:22:24/AUG 2018' is in the bottom right corner.
807	Balcony facade	See section 5.7.1	See section 5.7.2	 A photograph showing the balcony facade and the interior of an apartment. The balcony has a white wall and a glass railing. Inside the apartment, a person is visible in the background near a kitchen area. A timestamp '13:28:26/AUG 2018' is in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
808	Balcony ceiling	See section 5.10.1	See section 5.10.2	
809	Balcony sliding door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
810	Kitchen window bulkhead	See section 5.13.1	See section 5.13.2	
811	Lounge room window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
812	<i>Ceiling above kitchen cupboards.</i>	See section 5.14.1 Separation; 1mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
813	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
814	Wall adjacent to main bathroom door frame	See section 5.9.1	See section 5.9.2	
815	Second bedroom built in	See section 5.6.1	See section 5.6.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
816	Doors throughout unit (x3)	See section 5.5.1	See section 5.5.2	
817	Second bedroom windows	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
818	Wall adjacent to second bedroom door frame	See section 5.13.1	See section 5.13.2	
819	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
820	Main bedroom window frames	See section 5.9.1	See section 5.9.2	



821	Main bedroom window frames	See section 5.7.1	See section 5.7.2	
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Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
				



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
822	Main bedroom window frames	See section 5.8.1	See section 5.8.2	
823	Main bedroom window bulkhead	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
824	Main bedroom ensuite door frame	See section 5.9.1	See section 5.9.2	 A photograph showing the top of a white door frame set into a wall. The frame appears slightly misaligned or damaged. A timestamp '13:56:26/AUG/2018' is visible in the bottom right corner.
825	Wall adjacent to main bedroom door	See section 5.13.1	See section 5.13.2	 A photograph of a plain, light-colored wall. A black rectangular object, possibly a light switch or a small panel, is mounted on the wall. A timestamp '13:56:26/AUG/2018' is visible in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 708				
826	Balcony	See section 5.2.1 Falls (mm); 7/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
827	Balcony	See section 5.4.1	See section 5.4.2	 A photograph showing a balcony railing and a view of a residential area with trees and buildings in the background. The railing is dark and appears to be made of metal or wood. The view is from an elevated position, looking out over a suburban landscape.
828	Balcony	See section 5.15.1	See section 5.15.2	 A close-up photograph of a concrete balcony edge. The concrete is cracked and crumbling, with a significant portion of the top layer missing, exposing the underlying structure. The damage appears to be due to wear or structural failure.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
829	Balcony balustrade	See section 5.10.1	See section 5.10.2	
830	Balcony sliding door	See section 5.8.1	See section 5.8.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
831	Facade of balcony area	<p>Construction debris observed on façade of the building.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
832	Wall adjacent to air conditioner vent in lounge room	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
833	Wall adjacent to front entrance	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
834	Front entry door	See section 5.12.1	See section 5.12.2	 A photograph showing a close-up of a fire door. A label is visible on the door, which includes the text 'S.F.D. FIRE DOOR TO ADJACENT FIRE ZONE' and 'MOUNTED TO THE STRUCTURE'. The date '19/01/25/AMG/2018' is printed in orange at the bottom right of the image.
835	Ceiling above kitchen cupboards.	See section 5.14.1 Separation; 2mm	See section 5.14.2	 A photograph showing a hand holding a measuring tool (likely a depth gauge or similar) against a ceiling. The date '19/01/25/AMG/2018' is printed in orange at the bottom right of the image.

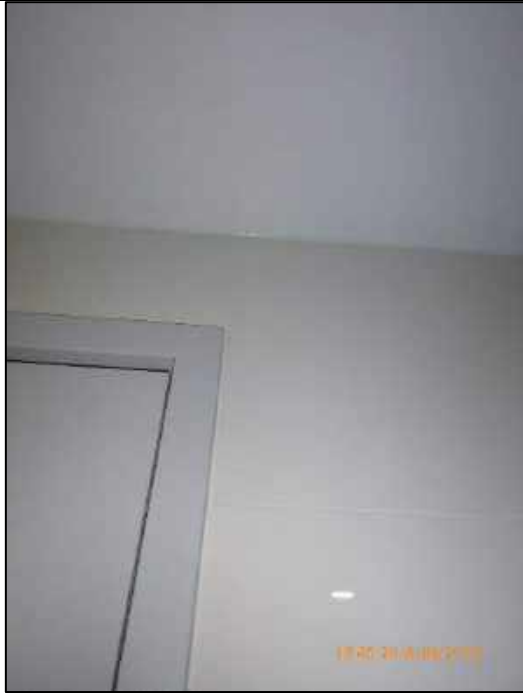

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
836	<i>Doors throughout unit (x3)</i>	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
837	Main bathroom	See section 5.1.1 Falls; 4/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
838	Second bedroom window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
839	Second bedroom window frames	See section 5.8.1	See section 5.8.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
840	Main bedroom ensuite	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
841	Wall adjacent to main bedroom ensuite	See section 5.9.1	See section 5.9.2	
842	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
843	Wall adjacent to second bedroom	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
844	Second bedroom windows	See section 5.8.1	See section 5.8.2	
845	Second bedroom windows	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
846	Second bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
847	Wall adjacent to second bedroom door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 801				
848	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
849	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
850	Balcony	See section 5.3.1	See section 5.3.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
851	Balcony balustrade	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
852	Balcony	See section 5.2.1 Falls (mm); 4/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
853	Balcony sliding door	See section 5.7.1	See section 5.7.2	
854	Balcony sliding door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
855	<i>Façade of balcony area</i>	<p>Construction debris observed on façade of building</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
856	<i>Ceiling above kitchen cupboards</i>	<p>See section 5.14.1</p> <p>Separation; 1mm</p>	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
857	Main bathroom floor tiles	See section 5.8.1	See section 5.8.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
858	Main bathroom	See section 5.2.1 Falls (mm); 5/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
859	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	
860	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
861	Wall adjacent to main bathroom door	See section 5.13.1	See section 5.13.2	 A photograph showing a close-up of a white wall. There is a faint, irregular mark or stain on the wall, possibly a water mark or a defect in the paint. The lighting is somewhat dim, and the image is slightly blurry.
862	Ceiling in main bedroom	See section 5.10.1	See section 5.10.2	 A photograph showing a close-up of a white ceiling. There is a small, bright, circular light source or hole in the center of the frame, which appears to be the source of the defect. The surrounding area is slightly discolored or stained.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
863	Main bedroom windows	See section 5.7.1	See section 5.7.2	

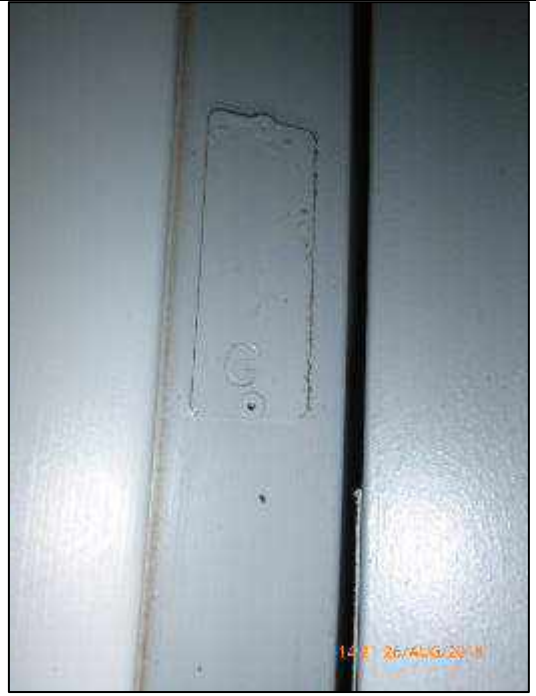
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
864	Architrave around built in in main bedroom	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
865	Main bedroom ensuite	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	 


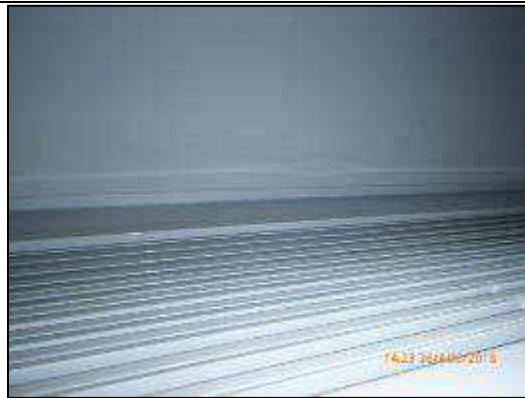
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
866	Main bedroom built in	See section 5.6.1	See section 5.6.2	
867	Wall adjacent to main bedroom door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
868	Wall adjacent to main bedroom door	See section 5.13.1	See section 5.13.2	
Unit 802				
869		No access was provided.		


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 803				
870	<i>Doors throughout unit (x3)</i>	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
871	Front entry door frame	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
872	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
873	Laundry door frame	See section 5.10.1	See section 5.10.2	 A close-up photograph of a dark, possibly metallic or plastic, door frame or panel. The surface appears slightly worn or discolored. A timestamp '14:23:26/AUG/2018' is visible in the bottom right corner.
874	Kitchen area	See section 5.11.1	See section 5.11.2	 A photograph of a kitchen area, showing a dark, possibly metallic or plastic, surface. The surface appears slightly worn or discolored. A timestamp '14:23:26/AUG/2018' is visible in the bottom right corner.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
875	Ceiling above kitchen cupboards	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	 A photograph showing a white ceiling above dark kitchen cupboards. There is a visible gap or separation between the ceiling and the cupboards. A date stamp '14/24 26/AUG/2018' is visible in the bottom right corner.
876	Lounge room window frames	See section 5.7.1	See section 5.7.2	 A photograph showing a white wall and a dark window frame. The window frame appears to be made of wood or a similar material. A date stamp '14/24 26/AUG/2018' is visible in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
877	Balcony	See section 5.2.1 Falls (mm); 4/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
878	Balcony	See section 5.3.1	See section 5.3.2	
879	Balcony balustrade	See section 5.8.1	See section 5.8.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
880	Balcony façade fins	See section 5.7.1	See section 5.7.2	


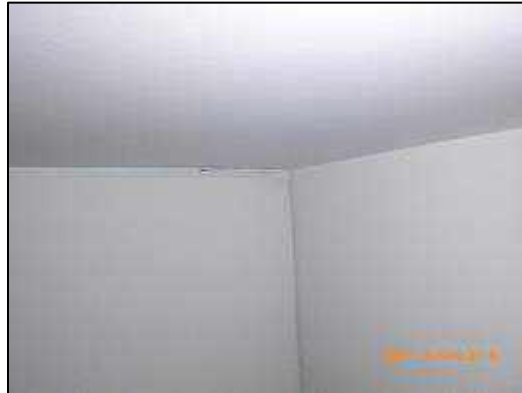
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
881	Balcony balustrade	See section 5.9.1	See section 5.9.2	
882	Façade in balcony area.	<p>Construction debris observed on façade of building</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss Suffered Loss suffered is cost of rectification.		
883	Main bathroom	See section 5.1.1 Falls (mm); 3/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
884	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	 A photograph showing a dark, possibly wet or stained, area on a wall. The lighting is dim, and there are some bright spots that could be reflections or light sources. The date '14/29/26/AUG/2018' is visible in the bottom right corner.
885	Ceiling in main bathroom	See section 5.10.1	See section 5.10.2	 A photograph showing a ceiling with a visible defect, possibly a crack or a hole. The ceiling is light-colored, and the defect is a darker area. The date '14/29/26/AUG/2018' is visible in the bottom right corner.


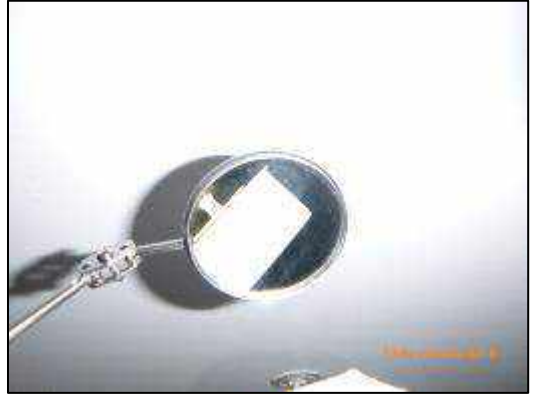
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
886	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
887	Main bedroom window frames	See section 5.8.1	See section 5.8.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
888	Main bedroom built in	See section 5.6.1	See section 5.6.2	
889	Wall adjacent to main bedroom built in	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
890	<i>Doors throughout the unit (x2)</i>	See section 5.5.1	See section 5.5.2	
891	<i>Lounge room</i>	See section 5.11.1	See section 5.11.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
892	Lounge room skirting board adjacent to linen cupboard.	See section 5.14.1 Separation; 2mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 804				
893	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
894	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
895	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
896	Wall adjacent to front entry door	See section 5.10.1	See section 5.10.2	
897	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
898	Main bedroom window bulkhead	See section 5.13.1	See section 5.13.2	
899	Wall adjacent to main bedroom door	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
900	Lounge room sliding door bulkhead	See section 5.10.1	See section 5.10.2	
901	Balcony	See section 5.4.1	See section 5.4.2	


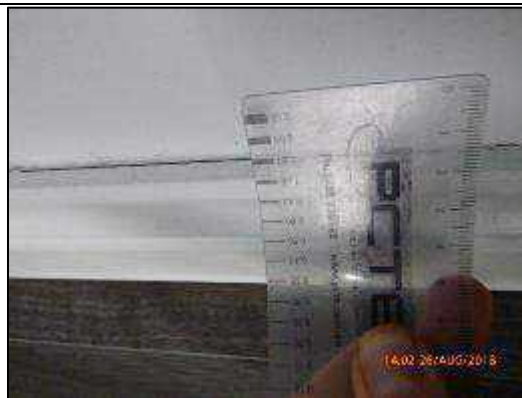
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
902	Balcony	See section 5.3.1	See section 5.3.2	
903	Balcony balustrade	<p>Construction debris observed on façade of building</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
904	<i>Façade of balcony area</i>	<p>Construction debris observed on façade of building</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
905	<i>Balcony balustrade</i>	See section 5.8.1	See section 5.8.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
906	Balcony sliding door	See section 5.7.1	See section 5.7.2	

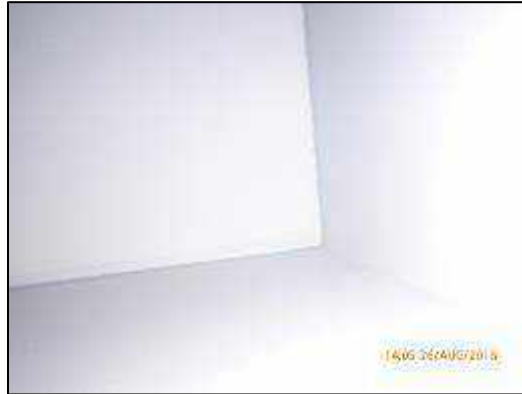

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
907	Main bathroom	See section 5.2.1 Falls (mm); 1/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
908	Wall above main bathroom door	See section 5.9.1	See section 5.9.2	
909	Lounge room	See section 5.11.1	See section 5.11.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
910	Lounge room skirting board	See section 5.10.1	See section 5.10.2	 A photograph showing a close-up of a white skirting board meeting a dark wall. There is a visible gap or separation between the board and the wall. A timestamp '14/02/2018 10:15' is visible in the bottom right corner.
911	Lounge room skirting board	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	 A photograph showing a close-up of a white skirting board. A metal ruler is held vertically against the board to measure the gap. The gap is approximately 1.5mm. A timestamp '14/02/2018 10:15' is visible in the bottom right corner.
Unit 805				
912		No access was provided.		


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 806				
913	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
914	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
915	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
916	Front entrance ceiling	See section 5.10.1	See section 5.10.2	 A photograph showing a corner of a white ceiling and wall. A small, dark, irregular mark is visible on the ceiling surface. A timestamp '14/06/2018 14:07:20' is in the bottom right corner.
917	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	 A close-up photograph of a door hinge. The hinge is made of metal and is mounted on a white door frame. There is a visible gap or misalignment between the door and the frame. A timestamp '14/06/2018 14:07:20' is in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
918	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 2mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
919	Balcony	See section 5.2.1 Falls (mm); 8/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
920	Balcony sliding door	See section 5.9.1	See section 5.9.2	

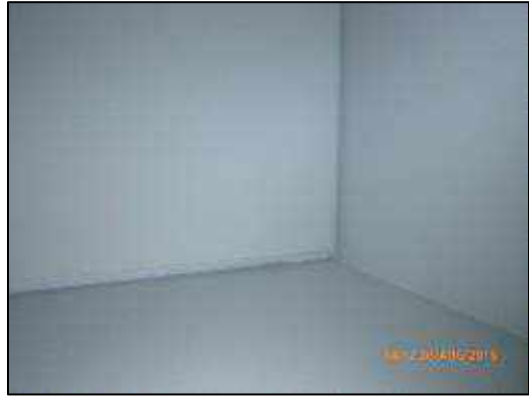
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
921	Balcony sliding door	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
922	<i>Façade of balcony area</i>	<p>Construction debris observed on façade of building</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
923	<i>Balcony ceiling</i>	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
924	Balcony	See section 5.3.1	See section 5.3.2	
925	Balcony ceiling above balustrade	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
926	Main bedroom window frames	See section 5.7.1	See section 5.7.2	
927	Main bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
928	Main bedroom air conditioner vent	<p>Air conditioner vent above built in in main bedroom observed to be incorrectly installed.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the air conditioner vent has not been finished in a proper workmanlike manner that would prevent loss of appearance to the unit.</p> <p>Loss Suffered Loss suffered is cost of rectification</p>	Engage a licenced tradesman to remove and correctly re-install the air conditioner vent to fit flush with the wall.	
929	Main bedroom skirting board on northern wall	<p>See section 5.14.1</p> <p>Separation; 2mm</p>	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
930	Main bedroom	See section 5.11.1	See section 5.11.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
931	Main bedroom ensuite	See section 5.1.1 Falls (mm); 2/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
932	Wall adjacent to main bedroom ensuite door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
933	Main bathroom	See section 5.1.1 Falls (mm); 2/1000	See section 5.1.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
934	Main bathroom door frame	See section 5.10.1	See section 5.10.2	
935	Second bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
936	Second bedroom window frames	See section 5.9.1	See section 5.9.2	
937	Second bedroom	See section 5.11.1	See section 5.11.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
938	Wall adjacent to study room	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
940	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	 A photograph showing a vertical crack or gap in a light-colored wall. The crack runs vertically down the center of the frame. A timestamp '12/21/26/AUG/2018' is visible in the bottom right corner.
941	Lounge room wall adjacent to front entrance	See section 5.13.1	See section 5.13.2	 A photograph showing a corner or joint in a wall. The wall is light-colored, and there is a dark, textured object (possibly a cushion or part of a chair) in the foreground. A timestamp '12/21/26/AUG/2018' is visible in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
942	Kitchen window bulkhead	See section 5.13.1	See section 5.13.2	
943	Front entry door	<p>Resident advised of excessive wind noise coming through front door.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to reseal door to prevent excessive noise to the unit in accordance with manufacturers specifications.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
944	Lounge room	See section 5.9.1	See section 5.9.2	
945	Balcony sliding door	See section 5.7.1	See section 5.7.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
946	Balcony	See section 5.2.1 Falls (mm); 0/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
947	Balcony	See section 5.4.1	See section 5.4.2	 A photograph showing a balcony railing and a view of a cityscape through a window. The railing is dark and appears to be made of metal. The view outside shows a city with buildings and greenery. A timestamp '12/26/2018' is visible in the bottom right corner of the photo.
948	Façade panel in balcony area	See section 5.8.1	See section 5.8.2	 A photograph showing a balcony area with a facade panel and a view of a city street. The facade panel is light-colored and appears to be made of concrete or stone. The view outside shows a city street with buildings and cars. A timestamp '12/26/2018' is visible in the bottom right corner of the photo.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
949	Balcony sliding door	See section 5.9.1	See section 5.9.2	
950	Balcony	See section 5.15.1	See section 5.15.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
951	Main bathroom	See section 5.1.1 Falls (mm); 9/1000	See section 5.1.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
952	<i>Doors throughout the unit (x3)</i>	See section 5.5.1	See section 5.5.2	
953	<i>Second bedroom built in</i>	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
954	Second bedroom window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a dark-colored window frame. The frame is set into a light-colored wall. Outside the window, a view of a city street with buildings and trees is visible. A timestamp in the bottom right corner reads "12:29:26/AUG/2018".
955	Wall adjacent to second bedroom door	See section 5.10.1	See section 5.10.2	 A photograph showing a white wall next to a dark door. To the left of the door, a portion of a white storage unit or dresser is visible. The floor appears to be made of dark wood. A timestamp in the bottom right corner reads "12:30:26/AUG/2018".



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
956	Main bedroom ensuite	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
957	Wall adjacent to main bedroom door	See section 5.10.1	See section 5.10.2	
958	Main bedroom window bulkhead	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 808				
959		No access was provided.		
Unit 901				
960	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
961	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
962	Kitchen area	See section 5.11.1	See section 5.11.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
963	Balcony	See section 5.2.1 Falls (mm); 1/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
964	Balcony	See section 5.3.1	See section 5.3.2	
965	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
966	Balcony façade balustrade	<p>Construction debris observed on façade of building</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
967	Balcony balustrade	See section 5.9.1	See section 5.9.2	
968	Balcony sliding door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
969	Balcony sliding door	See section 5.8.1	See section 5.8.2	
970	Ceiling above kitchen cupboards	See section 5.14.1 Separation; 1mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
971	Living room window frames	See section 5.8.1	See section 5.8.2	 A photograph showing a close-up of a dark-colored window frame. The frame appears to be made of metal or a similar material. There is a visible gap or defect at the bottom of the frame where it meets the wall or sill. The background shows a view of a residential area with houses and trees.
972	Living room western wall	See section 5.13.1	See section 5.13.2	 A photograph showing a corner of a room. On the left is a dark-colored wall or door frame. On the right is a wall covered in a grey, textured material, possibly insulation or a specific type of plaster. The floor is covered with dark wood-look laminate flooring. A date stamp '14 AUG 2019' is visible in the bottom left corner of the photo.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
973	<i>Doors throughout the unit (x3)</i>	See section 5.5.1	See section 5.5.2	 A photograph showing a close-up of a door handle and lock mechanism. The handle is a circular, metallic, pull-style handle. The lock is a rectangular, metallic, push-button lock. The date stamp '16/08/2015' is visible in the bottom right corner.
974	<i>Wall adjacent above main bathroom door</i>	See section 5.9.1	See section 5.9.2	 A photograph showing a wall above a door. The wall is white and has a horizontal line or crack running across it. The date stamp '16/08/2015' is visible in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
975	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
976	Main bedroom ensuite	See section 5.1.1 Falls (mm); 1/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
977	Main bedroom ensuite door frame	See section 5.10.1	See section 5.10.2	
978	Main bedroom window frames	See section 5.8.1	See section 5.8.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
979	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
980	Main bedroom window frames	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
981	<i>Walls and ceiling throughout the unit</i>	See section 5.10.1	See section 5.10.2	
982	<i>Main bedroom built in</i>	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
983	Main bedroom skirting board	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	 A photograph showing a close-up of a dark, textured surface, likely a skirting board. The image is dark and grainy, with a timestamp '14:52 26/AUG/2018' visible in the bottom right corner.
984	Wall adjacent to second bedroom door	See section 5.13.1	See section 5.13.2	 A photograph showing a white wall and a door frame. The wall appears to have some discoloration or damage. The image is slightly blurry, with a timestamp '14:54 26/AUG/2018' visible in the bottom right corner.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
985	Second bedroom built in	See section 5.6.1	See section 5.6.2	
986	Second bedroom window frames	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
987	Second bedroom window bulkhead	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 902				
988	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
989	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
990	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
991	Hallway eastern wall skirting board	See section 5.14.1 Separation; 2mm	See section 5.14.2	
992	Ceiling above kitchen cupboards	See section 5.14.1 Separation; 1mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
993	Main bathroom	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
994	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	
995	Second bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
996	Wall adjacent to second bedroom built in	See section 5.13.1	See section 5.13.2	
997	Walls and ceiling throughout the unit	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
998	Second bedroom window frames	See section 5.7.1	See section 5.7.2	
999	Balcony	See section 5.4.1	See section 5.4.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1000	Balcony	See section 5.3.1	See section 5.3.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1001	Balcony	See section 5.2.1 Falls (mm); 6/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1002	Balcony sliding door	See section 5.8.1	See section 5.8.2	
1003	Balcony sliding door	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1004	Balcony balustrade	See section 5.9.1	See section 5.9.2	
1005	Balcony sliding door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1006	Main bedroom ensuite	See section 5.1.1 Falls (mm); 1/1000	See section 5.1.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1007	Main bedroom ensuite window frame	See section 5.9.1	See section 5.9.2	
1008	Wall adjacent to ensuite door frame	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1009	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1010	Main bedroom built in	See section 5.9.1	See section 5.9.2	 A photograph showing the corner of a window frame where it meets the wall and the floor. The frame is white, and the wall is a light color. The floor is covered with a brown carpet. A date stamp '15/08/2018' is visible in the bottom left corner of the photo.
1011	Main bedroom wall adjacent to windows	See section 5.13.1	See section 5.13.2	 A photograph showing a corner of a room where a white wall meets a brown carpeted floor. A wooden door or window frame is visible in the foreground. A date stamp '15/08/2018' is visible in the bottom right corner of the photo.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1012	Lounge room ceiling	See section 5.10.1	See section 5.10.2	
1013	Lounge room wall adjacent to windows	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1014	Lounge room window frames	See section 5.8.1	See section 5.8.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1015	Wall adjacent to study room door	See section 5.13.1	See section 5.13.2	
Unit 903				


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1016	Front entry door frame	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1017	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1018	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
1019	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1020	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1021	Balcony	See section 5.2.1 Falls (mm); 6/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1022	External fins on façade.	<p>Construction debris observed on façade of building</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1023	<i>Façade panel in balcony area</i>	See section 5.7.1	See section 5.7.2	 A photograph showing a balcony area with a facade panel. The panel is light-colored and appears to be made of concrete or a similar material. The balcony railing is visible on the left side. In the background, there are other buildings and a body of water. A timestamp '13.22.25/AUG/2018' is visible in the bottom right corner of the photo.
1024	<i>Balcony sliding door</i>	See section 5.9.1	See section 5.9.2	 A photograph showing a balcony sliding door. The door is dark-colored and appears to be made of wood or a similar material. The balcony railing is visible on the left side. In the background, there are other buildings and a body of water. A timestamp '13.22.25/AUG/2018' is visible in the bottom right corner of the photo.

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1025	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1026	Main bathroom door frame	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1027	Main bathroom window frames	See section 5.9.1	See section 5.9.2	
1028	Main bedroom window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1029	Main bedroom built in	See section 5.6.1	See section 5.6.2	
1030	Wall adjacent to main bedroom door	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1031	Main bedroom	See section 5.11.1	See section 5.11.2	 A photograph showing the corner of a room where a white wall meets a white ceiling. The lighting is bright, and there is a small orange timestamp in the bottom right corner that reads "15/26/2018".
1032	Lounge room window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a dark window frame against a light-colored wall. The image is somewhat blurry and has a vertical orientation. There is a small orange timestamp in the bottom right corner that reads "15/27/26/AUG/2018".


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 904				
1033	General	<p>No electricity in Unit.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 16.1 Electrical works <p>This is a defect because the electricity does not operate or comply with AS/NZS 3000 Electrical Installation as outlined in Section 16.1 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a qualified electrician to identify the cause of no electricity and rectify the issue. Electrician is required to provide the owner with a Certificate of Compliance of Electrical Work (CCEW) after works have been completed.	N/A


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1034	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1035	Balcony	See section 5.15.1	See section 5.15.2	
1036	Balcony facade balustrade	<p>Construction debris observed on façade of building</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss Suffered Loss suffered is cost of rectification.		
1037	Balcony	See section 5.4.1	See section 5.4.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1038	Balcony	See section 5.2.1 Falls (mm); 5/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1039	<i>Façade adjacent to balcony area</i>	<p>Construction debris observed on façade of building</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1040	Balcony sliding door	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1041	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 905				
1042	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1043	Front entrance	<p>Drummy tiles observed at front entrance adjacent to kitchen area.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>Section 12.5 Cracked, pitted, chipped, scratched, loose or drummy tiles.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification and appearance.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces surrounding the work area. 2. Remove the affected tiles 3. Install new tiles to match existing 4. Clean up the work area. 	
1044	Main bedroom ensuite	<p>Wall tiles observed to be poorly installed following the repair of the toilet.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>Section 12.8 Uneven tiling</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification and appearance.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces surrounding the work area. 2. Remove the affected tiles 3. Install new tiles to match existing 4. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1045	Main bedroom ensuite	See section 5.1.1 Falls (mm); 9/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1046	Main bedroom window bulkhead	See section 5.13.1	See section 5.13.2	
1047	Façade fins outside main bedroom	<p>Construction debris observed on façade of building</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1048	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
1049	Main bedroom windows	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1050	<i>Doors throughout the unit (x3)</i>	See section 5.5.1	See section 5.5.2	
1051	<i>Main bedroom built in</i>	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1052	Balcony	See section 5.2.1 Falls (mm); 7/1000	See section 5.2.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1053	<i>Façade adjacent to balcony area</i>	See section 5.7.1	See section 5.7.2	 A photograph showing a close-up of a balcony railing. The railing is made of metal and has a white, possibly painted or plastic, section at the bottom. The background shows a building facade with a reddish-brown brick pattern. A date stamp '2018-02-22 10:18' is visible in the bottom right corner.
1054	<i>Balcony balustrade railing</i>	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a balcony balustrade railing. The railing is made of metal and has a white, possibly painted or plastic, section at the bottom. The background shows a building facade with a reddish-brown brick pattern. A date stamp '2018-02-22 10:18' is visible in the bottom right corner.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1055	Balcony	See section 5.15.1	See section 5.15.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1056	Main bathroom	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1057	Main bathroom door frame	See section 5.9.1	See section 5.9.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1058	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 906				
1059	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1060	<i>Doors throughout the unit (x2)</i>	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1061	Main bathroom	See section 5.1.1 Falls (mm); 0/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1062	Balcony	See section 5.2.1 Falls (mm); 4/1000	See section 5.2.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1063	Balcony	See section 5.4.1	See section 5.4.2	
1064	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1065	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	
1066	Balcony	See section 5.15.1	See section 5.15.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1067	Main bedroom skirting board	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	
1068	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1069	Wall adjacent to main bedroom door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1070	Main bedroom ensuite	See section 5.1.1 Falls (mm); 4/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1071	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 2mm	See section 5.14.2	
Unit 907				
1072		No access was provided.		


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 908				
1073	Front entry door	See section 5.12.1	See section 5.12.2	 <p>The photograph shows a close-up of the edge of a fire door. A white label is affixed to the door, containing the following text: 'S.F.D. FIRE DOOR TO ASINZS 1986 T-2005', 'MANUFACTURED BY: BOWEN FIRE DOORS', 'HOMESIDE RESEARCH', 'ACQUIRED FIRE EXPOSURE: 11/10/10', 'DATE OF MANUFACTURE: 11/10/10', and 'DATE OF INSPECTION: 11/10/10'. The door appears to be made of metal and is set in a frame.</p>



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1074	Wall adjacent to front entry door	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1075	Balcony	See section 5.2.1 Falls (mm); 1/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1076	Balcony railing <i>balustrade</i>	See section 5.9.1	See section 5.9.2	
1077	Balcony facade <i>balustrade</i>	<p>Construction debris observed on façade of building</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1078	<i>Façade panels in balcony area</i>	<p>Construction debris observed on façade of building</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
1079	<i>Balcony sliding door</i>	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1080	Main bathroom	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1081	Wall adjacent to main bathroom door.	See section 5.9.1	See section 5.9.2	 A photograph showing a vertical crack or gap in a white wall, likely adjacent to a door frame.
1082	Main bedroom ensuite	<p>Sink drainage plug observed to be non-functional.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the basin has not been installed in a proper workmanlike manner that would prevent leaking of the basin, resulting in a loss of amenity.</p> <p>Loss suffered</p>	Engage licensed plumber to complete necessary repairs.	 A photograph of a white ceramic sink with a chrome faucet. The sink is set into a dark countertop.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss suffered is cost of rectification.		
1083	Main bedroom	See section 5.6.1	See section 5.6.2	
1084	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1085	Lounge room window frames	See section 5.8.1	See section 5.8.2	 A photograph showing a close-up of a dark-colored window frame. There is a visible gap between the frame and the wall, and some debris is visible on the floor next to the frame. A timestamp in the bottom right corner reads '8/28/2018 2:58:18'.
1086	Second bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph showing a built-in shelf in a room. A woven basket and some clothing are on the shelf. There is a visible gap between the shelf and the wall above it. A timestamp in the bottom right corner reads '8/29/2018 2:58:18'.

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1087	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 2mm	See section 5.14.2	
Unit 1001				
1088		No access was provided.		



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1002				
1089	Lounge room window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1090	Balcony balustrade rail	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1091	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1092	Balcony	See section 5.2.1 Falls (mm); 6/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1093	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1094	Main bedroom window frames	See section 5.7.1	See section 5.7.2	
1095	Main bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1096	Main bedroom	See section 5.11.1	See section 5.11.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1097	Main bedroom ensuite	See section 5.1.1 Falls (mm); 4/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1098	Second bedroom built in	See section 5.6.1	See section 5.6.2	
1099	Second bedroom window frames	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1100	Main bathroom shower recess	See section 5.8.1	See section 5.8.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1003				
1101	Front entry door	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1102	Wall adjacent to entry door	See section 5.13.1	See section 5.13.2	
1103	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1104	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	
1105	<i>External fins adjacent to balcony area</i>	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1106	Façade in balcony area	See section 5.9.1	See section 5.9.2	 <p>A photograph showing a close-up of a balcony railing. The railing consists of a dark metal post and a horizontal glass panel. There is a visible gap or misalignment between the glass panel and the metal frame, which is the defect being documented. A timestamp '16:52 27SEP2016' is visible in the bottom right corner of the photo.</p>


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1107	Balcony	See section 5.15.1	See section 5.15.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1108	Balcony	See section 5.2.1 Falls (mm); 5/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1109	Balcony balustrade rail	See section 5.9.1	See section 5.9.2	
1110	Balcony	See section 5.4.1	See section 5.4.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1111	Main bathroom	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1112	Main bathroom door frame	See section 5.9.1	See section 5.9.2	
1113	Main bedroom windows	<p>Excess sealant observed on main bedroom window joints.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss Suffered Loss suffered is cost of rectification.		
1114	Main bedroom window frames	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1115	Main bedroom	See section 5.11.1	See section 5.11.2	
1116	Downlight in main bedroom	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1118	Front entry door	<p>The hinges of the front entry door are leaking.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p> <p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered Loss suffered in cost of rectification.</p>	Engage a licenced carpenter to remove faulty door hinges and reinstate with new hinges matching existing in accordance with manufacturers specifications.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1119	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
1120	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1121	Balcony	See section 5.2.1 Falls (mm); 6/1000	See section 5.2.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1122	<i>Façade of balcony area</i>	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1123	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	 A close-up photograph of a dark-colored sliding door frame on a balcony. The frame appears to be made of metal or plastic and shows some wear or a defect. A timestamp in the bottom right corner reads "05/09/2018".
1124	Balcony	See section 5.4.1	See section 5.4.2	 A photograph taken from a balcony looking out over a modern, multi-story building with a curved facade and many windows. The balcony has a dark metal railing. A timestamp in the bottom right corner reads "05/09/2018".


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1125	Balcony	See section 5.15.1	See section 5.15.2	 A photograph showing a close-up of a balcony railing. The railing appears to be made of metal or concrete and is showing signs of wear or damage, possibly a missing or loose section.
1126	Façade of balcony area	See section 5.9.1	See section 5.9.2	 A photograph showing the facade of a balcony area. The image is dark and blurry, but it appears to show a corner or edge of a structure, possibly a window or door frame, with some visible damage or wear.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1127	Main bathroom	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1128	Main bedroom built in	See section 5.6.1	See section 5.6.2	
1129	Main bedroom window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1130	Main bedroom window frames	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1005				
1131	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1132	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	 <p>The photograph shows a close-up of a light switch on a wall. The switch is a standard two-button switch with a white cover. To the left of the switch is a vertical door frame or hinge. To the right is a dark door handle. The wall is a light-colored, possibly off-white or light grey. In the bottom right corner of the photo, there is a small orange timestamp that reads '11:02 2/5/2016'.</p>



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1133	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	
1134	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1135	Main bedroom built in architrave	See section 5.10.1	See section 5.10.2	
1136	Main bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1137	Main bedroom	See section 5.11.1	See section 5.11.2	
1138	Main bedroom window frame	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1139	Second bedroom built in	See section 5.6.1	See section 5.6.2	
1140	Second bedroom window frames	See section 5.9.1	See section 5.9.2	

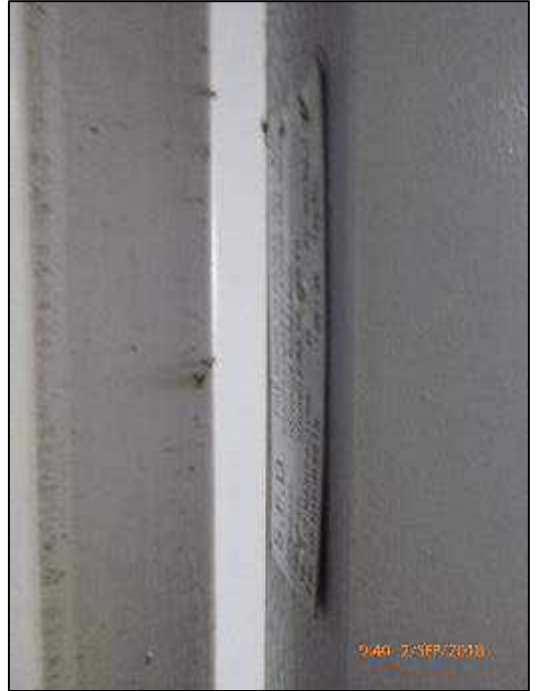
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1141	Main bedroom ensuite	See section 5.1.1 Falls (mm); 4/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1142	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	
1143	Main bathroom	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1144	Balcony	See section 5.2.1 Falls (mm); 5/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1145	Balcony	See section 5.15.1	See section 5.15.2	
1146	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1147	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	 A photograph showing a balcony sliding door frame. The frame appears to be made of dark metal or wood. The glass pane is visible, showing a view of a city street with buildings and a road. There is a timestamp in the bottom right corner of the photo: 12:00 22 SEP 2018.
1148	Ceiling above kitchen cupboards	See section 5.14.1 Separation; 2mm	See section 5.14.2	 A photograph showing a hand holding a ruler against a ceiling. The ruler is marked in millimeters. The hand is holding the ruler at the 2mm mark, indicating a separation of 2mm between the ceiling and the cupboards. There is a timestamp in the bottom right corner of the photo: 12:00 22 SEP 2018.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1006				
1149	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1150	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	 A photograph showing a close-up of a wall surface. A vertical line, possibly a crack or a joint, is visible. The wall appears to be made of a light-colored material, possibly plaster or concrete. There is some discoloration or staining near the bottom right corner of the image.
1151	Doors throughout the unit (x3)	See section 5.1.1	See section 5.12.2	 A photograph showing a close-up of a door handle. The handle is a curved, metallic-looking object. It is mounted on a light-colored wall. The handle is slightly tilted and appears to be made of a polished metal. There is some discoloration or staining on the wall around the handle.

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1152	Main bedroom ensuite	See section 5.1.1 Falls (mm); 4/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1153	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a white wall. A small, dark, cylindrical object, possibly a nail or a small hole, is visible on the wall. A white door frame is partially visible on the right side of the image.
1154	Lounge room	See section 5.11.1	See section 5.11.2	 A photograph showing a close-up of a white wall. A long, thin, dark object, possibly a nail or a small hole, is visible on the wall. A white door frame is partially visible on the right side of the image.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1155	Balcony	See section 5.2.1 Falls (mm); 7/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1156	External façade panels in balcony area	See section 5.9.1	See section 5.9.2	 <p>A photograph showing a close-up of a building's external facade. The image captures a balcony area with a dark, textured surface, possibly a concrete or metal panel, which appears to be the subject of the defect. The background shows a glass-fronted building. A timestamp '9:45 2 SEP 2018' is visible in the bottom right corner of the photo.</p>


1157	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	
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Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
				 A photograph showing a balcony railing and the facade of a building with vertical slats. The railing is made of dark metal. The building facade is light-colored with vertical slats. The date and time '04/05/2019 14:58:24' are visible in the bottom right corner.
1158	Balcony	See section 5.4.1	See section 5.4.2	 A photograph showing a balcony railing and the facade of a building with vertical slats. The railing is made of dark metal. The building facade is light-colored with vertical slats. The date and time '04/05/2019 14:58:24' are visible in the bottom right corner.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1159	Balcony	See section 5.15.1	See section 5.15.2	
1160	Main bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1161	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	
1162	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1163	Wall adjacent to second bedroom door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1164	Wall adjacent to second bedroom	See section 5.13.1	See section 5.13.2	 A photograph showing a white wall with a light switch. To the right, a television is on a dark stand. A date stamp '9:48 2/SEP/2018' is visible in the bottom right corner of the photo.
1165	Lounge room	See section 5.11.1	See section 5.11.2	 A photograph of a plain white wall with a horizontal line or seam. A date stamp '9:48 2/SEP/2018' is visible in the bottom right corner of the photo.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1166	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 2mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1007				
1167	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1168	Wall adjacent to front entry door	See section 5.1 .1	See section 5.11.2	 <p>A photograph showing a vertical crack or defect in a light-colored wall. The crack runs vertically down the center of the frame. A timestamp '10:15 22 SEP 2018' is visible in the bottom right corner.</p>
1169	Lounge room	See section 5.9.1	See section 5.9.2	 <p>A photograph showing a corner or edge of a room, likely the lounge room. The image is somewhat blurry and shows a dark frame or structure. A timestamp '10:15 22 SEP 2018' is visible in the bottom right corner.</p>


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1170	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1171	Balcony	See section 5.2.1 Falls (mm); 5/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1172	Balcony sliding door	See section 5.8.1	See section 5.8.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1173	Balcony sliding door	See section 5.7.1	See section 5.7.2	 A photograph showing a close-up of a balcony sliding door. The door is white with a silver handle and lock mechanism. The reflection of a person is visible on the glass. A timestamp '10:18 2/SEP/2018' is visible in the bottom right corner.
1174	Balcony balustrade rail	See section 5.7.1	See section 5.7.2	 A photograph showing a close-up of a balcony balustrade rail. The rail is made of metal and is mounted on a wall. A timestamp '10:18 2/SEP/2018' is visible in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1175	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	
1176	Ceiling above kitchen cupboards	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1177	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1178	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	
1179	Main bedroom ensuite	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1180	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a light-colored wall. There is a significant area of peeling or missing paint, revealing a darker surface underneath. The defect is located near a dark door frame. A timestamp '10/26/2018' is visible in the bottom right corner of the photo.
1181	Main bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph of a built-in wooden shelf in a bedroom. On the shelf is a white pillow with a red floral pattern. The shelf is positioned below a window with a white frame. A timestamp '10/26/2018' is visible in the bottom right corner of the photo.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1182	Main bedroom window frames on northern wall	See section 5.9.1	See section 5.9.2	
1183	Main bedroom window bulkhead	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1184	Second bedroom built in	See section 5.6.1	See section 5.6.2	
1185	Second bedroom window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1186	Second bedroom window bulkhead	See section 5.13.1	See section 5.13.2	
Unit 1008				
1187		No access was provided.		



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1189	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1190	Balcony	See section 5.1.1 Falls (mm); 4/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1191	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a balcony sliding door frame. The frame is dark-colored and appears to be made of metal or wood. There is a visible gap or defect in the frame. A timestamp '10/5/2018' is visible in the bottom right corner of the photo.
1192	Balcony balustrade	See section 5.9.1	See section 5.9.2	 A photograph showing a balcony balustrade. The balustrade is made of glass panels held together by metal frames. There is a visible defect in the glass panel, possibly a crack or a missing piece. A timestamp '22/05/2018' is visible in the bottom right corner of the photo.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1193	Balcony	See section 5.15.1	See section 5.15.2	


1194	Balcony sliding door	See section 5.7.1	See section 5.7.2	
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Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
				
1195	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1196	Lounge room window frames	See section 5.9.1	See section 5.9.2	 A close-up photograph of a window frame showing a significant gap or separation between the frame and the surrounding structure. The frame is dark, and the gap is filled with a light-colored material. A date stamp '10/05/2016' is visible in the bottom right corner.
1197	Lounge room window bulkhead	See section 5.13.1	See section 5.13.2	 A photograph of a window bulkhead showing a gap or separation between the bulkhead and the surrounding structure. The bulkhead is white, and the gap is filled with a light-colored material. A date stamp '10/05/2016' is visible in the bottom right corner.

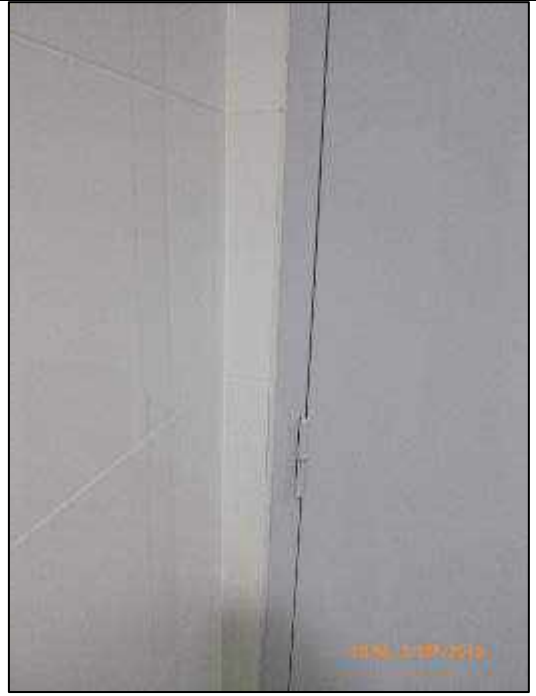
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1198	Lounge room	See section 5.11.1	See section 5.11.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1199	Main bathroom	See section 5.1.1 Falls (mm); 0/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1200	Main bathroom door frame	See section 5.10.1	See section 5.10.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1201	<i>Linen cupboard door</i>	See section 5.10.1	See section 5.10.2	
1202	<i>Doors throughout the unit (x4)</i>	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1203	Main bedroom ensuite	See section 5.1.1 Falls (mm); 4/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1204	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1205	Wall adjacent to main bedroom door	See section 5.13.1	See section 5.13.2	 A photograph showing a plain, light-colored wall. A vertical line, possibly a door frame or a corner, is visible on the right side. A timestamp '10:57 2/SEP/2018' is visible in the bottom right corner.
1206	Main bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph showing a dark-colored built-in wardrobe or closet. A white hanger is visible on a rod. A timestamp '10:57 2/SEP/2018' is visible in the bottom right corner.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1207	Main bedroom window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a window frame. A metal chain is hanging from the top of the frame. The frame appears to be made of wood or a similar material. The background is a plain wall.
1208	Second bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph showing a built-in wardrobe in a bedroom. The wardrobe has a blue door and a white frame. The floor is covered with a blue carpet. The wall is white.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1102				
1209	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1210	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1211	Kitchen sink	<p>Kitchen sink was observed to be leaking into cabinetry below.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the basin has not been installed in a proper workmanlike manner that would prevent leaking of the basin, resulting in a loss of amenity.</p> <p>Loss suffered Loss suffered is cost of rectification.</p>	Engage licensed plumber to complete necessary repairs.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1212	Balcony	See section 5.2.1 Falls (mm); 6/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1213	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	



1214	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	
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Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
				
1215	Balcony balustrade	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1216	Balcony	See section 5.15.1	See section 5.15.2	
1217	Lounge room window	<p>Latch of lounge room window is non-operational</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p>	Engage a licenced tradesperson to repair/replace non-operational window latch.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		<p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>		
1218	Lounge room	See section 5.11.1	See section 5.11.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1219	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1220	Main bathroom door frame	See section 5.9.1	See section 5.9.2	
1221	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1222	Main bedroom built in	See section 5.6.1	See section 5.6.2	
1223	Main bedroom window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1224	Ensuite window bulkhead	See section 5.13.1	See section 5.13.2	
1225	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1226	Main bedroom northern wall	See section 5.10.1	See section 5.10.2	
1227	Main bedroom northern wall	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1103				
1228		No access was provided.		
Unit 1104				
1229	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1230	Front entry door	<p>The hinges of the front entry door are leaking.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p> <p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered Loss suffered in cost of rectification.</p>	Engage a licenced carpenter to remove faulty door hinges and reinstate with new hinges matching existing in accordance with manufacturers specifications.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1231	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
1232	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1233	Balcony	See section 5.2.1 Falls (mm); 5/1000	See section 5.2.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1234	Balcony	See section 5.4.1	See section 5.4.2	
1235	Balcony sliding door frame	<p>Separation observed between sliding door and ceiling in balcony.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>10.16 Cracking at junctions of dissimilar materials-Cracking at junctions between dissimilar materials is a defect if it is greater than 1 mm or is visible from a normal viewing position.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding areas 2. Apply a bead of flexible sealant to the joint between the sliding door frame and wall 3. As required, all affected surfaces are to be painted with an appropriate paint system to match as close as possible to the existing in accordance with the manufacturer's recommendations and AS2311 – Guide to the painting of buildings. 4. Clean up the work area 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1236	Balcony ceiling	See section 5.14.1 Separation; 1mm	See section 5.14.2	
1237	Balcony	See section 5.15.1	See section 5.15.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1238	Exterior façade panels in balcony area	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1239	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	 A photograph showing a close-up of a dark-colored sliding door frame on a balcony. The frame appears to be made of metal or heavy plastic. To the right, a portion of a multi-story building is visible through the glass. A timestamp in the bottom right corner reads '17:04 - 2 SEP 2018'.
1240	Main bathroom	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	 A photograph of a bathroom floor with light-colored square tiles. A red bucket and several bottles of cleaning products are on the floor. A long, thin object, possibly a measuring tape or a level, is lying on the tiles. A timestamp in the bottom right corner reads '17:04 - 2 SEP 2018'.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1241	Lounge room sliding door frame	See section 5.9.1	See section 5.9.2	
1242	Lounge room window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1243	Wall adjacent to lounge room sliding door	See section 5.14.1 Separation; 1mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1244	Wall adjacent to main bathroom door frame	See section 5.9.1	See section 5.9.2	
1245	Main bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1246	Main bedroom	See section 5.11.1	See section 5.11.2	
1247	Wall adjacent to main bedroom door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1105				
1248	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1249	Wall adjacent to study room	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1250	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
1251	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1252	Second bedroom built in architrave	See section 5.9.1	See section 5.9.2	
1253	Second bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1254	Lounge room	See section 5.11.1	See section 5.11.2	
1255	Second bedroom sliding door frame	See section 5.8.1	See section 5.8.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1256	Main bedroom built in	See section 5.6.1	See section 5.6.2	
1257	Main bedroom window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1258	Main bedroom ensuite	See section 5.1.1 Falls (mm); 2/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1259	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	
1260	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1261	Balcony	See section 5.2.1 Falls (mm); 5/1000	See section 5.2.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1262	Balcony	See section 5.15.1	See section 5.15.2	


1263	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	
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Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
				 A photograph showing a vertical crack or separation in a light-colored wall or ceiling. A dark vertical line runs down the center of the frame. In the bottom right corner, there is an orange timestamp that reads "12:00: 27-SEP-2018".
1264	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1mm	See section 5.14.2	 A photograph showing a person's hand holding a small, clear plastic container or sample. The hand is positioned near a light-colored surface. In the bottom right corner, there is an orange timestamp that reads "12:00: 27-SEP-2018".



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1106				
1265	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1266	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
1267	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1268	Main bedroom ensuite	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1269	Main bedroom built in	See section 5.6.1	See section 5.6.2	
1270	Wall adjacent to main bedroom door	See section 5.10.1	See section 5.10.2	


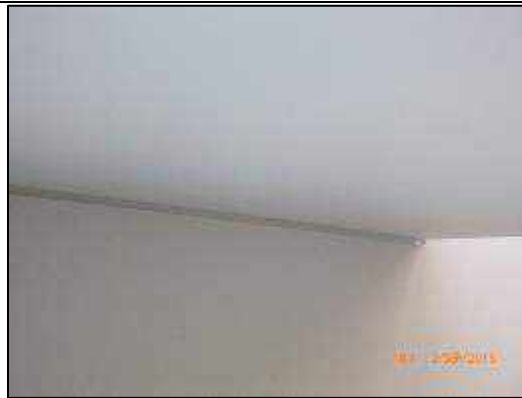
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1271	Wall adjacent to main bedroom door frame	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1272	Balcony	See section 5.2.1 Falls (mm); 6/1000	See section 5.2.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1273	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1274	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1275	Main bathroom	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	
1276	Second bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1277	Wall adjacent to second bedroom door	See section 5.13.1	See section 5.13.2	
1278	Lounge room	See section 5.11.1	See section 5.11.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1279	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 2mm	See section 5.14.2	
1280	<i>Wall adjacent to front entry door</i>	See section 5.14.1 Separation; 1mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1107				
1281	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1282	Wall above front entry door	See section 5.10.1	See section 5.10.2	
1283	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1284	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1285	Balcony	See section 5.2.1 Falls (mm); 6/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1286	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1287	External façade panels in balcony area	<p>Construction debris observed on façade of building</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	 <p>A photograph showing a close-up of a building's exterior wall. On the left, there are dark, vertical structural elements. To the right, a light-colored, possibly white, surface is visible. There is some dark, irregular material or debris on the light surface. A timestamp in the bottom right corner of the photo reads '12:08 2/SEP/2018'.</p>



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1288	External façade panels in balcony area	See section 5.9.1	See section 5.9.2	 A photograph showing a view from a balcony looking out at a city skyline. The image is taken from a high vantage point, showing several buildings in the distance. The balcony's edge and part of the building's exterior are visible in the foreground.
1289	Balcony	See section 5.4.1	See section 5.4.2	 A photograph of a balcony interior. It shows a small table and two chairs. A colorful bag or box is on the floor. The balcony has a glass railing, and a city view is visible through the glass.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1290	Balcony	See section 5.15.1	See section 5.15.2	
1291	Lounge room window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1292	Main bedroom	See section 5.11.1	See section 5.11.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1293	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1294	Main bathroom door frame	See section 5.10.1	See section 5.10.2	
1295	Main bedroom ensuite	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1296	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	 A photograph showing a vertical crack or gap in a light-colored wall, adjacent to a dark door frame. The image is slightly blurry and has a timestamp '2015-09-20 15:10' in the bottom right corner.
1297	Ceiling adjacent to main bedroom window	See section 5.10.1	See section 5.10.2	 A photograph showing a dark, horizontal gap or defect in a white ceiling, located near a window. The image is clear and has a timestamp '2015-09-20 15:10' in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1298	Walls and ceiling throughout the unit	See section 5.10.1	See section 5.10.2	
1299	Ceiling above kitchen cupboards	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1300	Kitchen window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a white window frame. The frame appears to be made of a material with a textured, possibly metallic or plastic, surface. There is a visible gap or defect in the frame where it meets the wall. The background shows a bright outdoor scene with some greenery.
1301	Lounge room southern wall	See section 5.10.1	See section 5.10.2	 A photograph showing a close-up of a white wall. The wall has a smooth, slightly textured surface. There is a small, dark, rectangular mark or stain on the wall, which appears to be a defect. The background is slightly out of focus, showing more of the wall and a door frame.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1108				
1302	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1303	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
1304	Ceiling above kitchen cupboards	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1305	Lounge room northern wall	See section 5.10.1	See section 5.10.2	
1306	Lounge room	See section 5.11.1	See section 5.11.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1307	Balcony	See section 5.2.1 Falls (mm); 1/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1308	Balcony	See section 5.15.1	See section 5.15.2	
1309	Balcony	See section 5.4.1	See section 5.4.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1310	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	
1311	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1312	Main bathroom	See section 5.1.1 Falls (mm); 4/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1313	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1314	Main bedroom ensuite	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1315	Second bedroom built in	See section 5.6.1	See section 5.6.2	
1316	Second bedroom window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1317	Main bedroom window frames	See section 5.8.1	See section 5.8.2	
1318	Main bedroom built in	See section 5.6.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1319	<i>Doors throughout the unit (x3)</i>	See section 5.5.1	See section 5.5.2	
Unit 1201				
1320		No access was provided.		



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1202				
1321	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1322	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
1323	Wall adjacent to front entry door	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1324	<i>Doors throughout the unit (x4)</i>	See section 5.5.1	See section 5.5.2	 A photograph showing a circular metal fastener or bolt on a light-colored wall. The fastener is slightly protruding. A date stamp '13/10/2015' is visible in the bottom right corner of the image.
1325	<i>Wall adjacent to study room</i>	See section 5.13.1	See section 5.13.2	 A photograph showing a small, dark rectangular object mounted on a light-colored wall. The object appears to be a switch or a small panel. A date stamp '13/10/2015' is visible in the bottom right corner of the image.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1326	Main bathroom	See section 5.1.1 Falls (mm); 4/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1327	Main bedroom ensuite	See section 5.1.1 Falls (mm); 0/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1328	Main bedroom ensuite window frames	See section 5.9.1	See section 5.9.2	
1329	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1330	Balcony	See section 5.2.1 Falls (mm); 0/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1331	Balcony	See section 5.3.1	See section 5.3.2	
1332	Balcony sliding door frames	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1333	Balcony sliding door frames	See section 5.9.1	See section 5.9.2	
1334	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1335	Balcony southern wall	<p>Cracking in render observed on facade of building in balcony area.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Crack categories are assessed in accordance with Section 3.2. Cracks are classed as exceeding Category 1 but not exceeding Category 2 damage. Category 2 damage cracks are considered a defect and require repair work. <p>AS2870-2011 Residential footings and slabs</p> <ul style="list-style-type: none"> Crack categories are assessed in accordance with Table C1 <p>CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS</p> <ul style="list-style-type: none"> Cracks exceed Category 1 but do not exceed damage Category 2. <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove cracked rendered surfaces to closest architectural line 3. Install suitable flexible sealant 4. Install new render to blend into the existing surface 5. Repaint to match existing using suitable external paint system in accordance with AS2311. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1336	Balcony	<p>Cracked render section observed around hob of balcony.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Crack categories are assessed in accordance with Section 3.2. Cracks are classed as exceeding Category 1 but not exceeding Category 2 damage. Category 2 damage cracks are considered a defect and require repair work. <p>AS2870-2011 Residential footings and slabs</p> <ul style="list-style-type: none"> Crack categories are assessed in accordance with Table C1 CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS Cracks exceed Category 1 but do not exceed damage Category 2. <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove cracked rendered surfaces to closest architectural line 3. Install new render to blend into the existing surface 4. Repaint to match existing using suitable external paint system in accordance with AS2311. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1337	External façade panels in balcony.	<p>Construction debris observed on façade of building</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
1338	Lounge room northern wall	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1339	Lounge room	See section 5.11.1	See section 5.11.2	
1340	Ceiling above kitchen cupboards	See section 5.14.1 Separation; 1mm	See section 5.14.2	
Unit 1203				


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1341	Front entry door	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1342	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1343	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1344	Balcony	See section 5.2.1 Falls (mm); 2/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1345	Balcony	See section 5.15.1	See section 5.15.2	
1346	Balcony	<p>Un-workmanship like finish to western blade wall adjacent to balustrade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>10.16 Cracking at junctions of dissimilar materials-Cracking at junctions between dissimilar materials is a defect if it is greater than 1 mm or is visible from a normal viewing position.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding areas 2. Apply a bead of flexible sealant to the joint between the sliding door frame and wall 3. As required, all affected surfaces are to be painted with an appropriate paint system to match as close as possible to the existing in accordance with the manufacturer's recommendations and AS2311 – Guide to the painting of buildings. 4. Clean up the work area 	


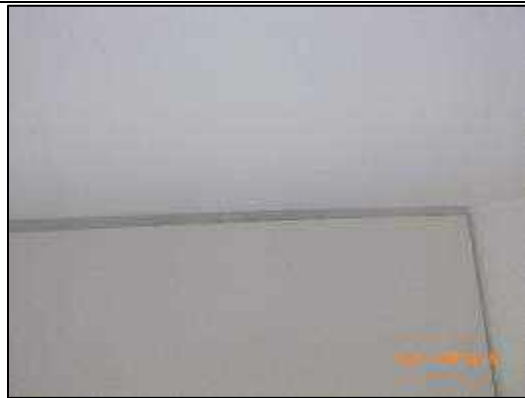
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1347	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1348	Balcony blade wall adjacent to balustrade	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1349	External façade adjacent to balcony area	<p>Construction debris observed on façade of building</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
1350	Balcony	See section 5.4.1	See section 5.4.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1351	Main bathroom	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	
1352	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1353	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	
1354	Main bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1355	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
1356	Lounge room	See section 5.4.1	See section 5.4.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1204				
1357		No access was provided.		
Unit 1205				
1358		No access was provided.		
Unit 1206				
1359	Front entry door	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1360	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1361	Wall adjacent to front entry door	See section 5.10.1	See section 5.10.2	 A photograph showing a close-up of a wall defect. A vertical crack or gap is visible in the wall, adjacent to a door hinge. The wall appears to be made of a light-colored material, possibly plaster or concrete. A date stamp '13/01/2018' is visible in the bottom right corner of the photo.
1362	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	 A photograph showing a close-up of a door handle. The handle is a circular, metallic knob mounted on a door. The door is light-colored. A date stamp '13/01/2018' is visible in the bottom right corner of the photo.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1363	Main bedroom ensuite	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1364	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a wall corner or door frame area. There is a visible gap or defect in the wall material. A date stamp '13/01/2015' is visible in the bottom right corner of the photo.
1365	Main bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph showing a built-in feature in a main bedroom, possibly a window or door frame. There is a visible defect or gap in the structure. A date stamp '13/01/2015' is visible in the bottom right corner of the photo.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1366	Main bedroom	See section 5.11.1	See section 5.11.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1367	Balcony	See section 5.2.1 Falls (mm); 8/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1368	Balcony	See section 5.3.1	See section 5.3.2	
1369	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1370	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	 A photograph showing a close-up of a balcony sliding door frame. The frame is made of a light-colored material, possibly wood or composite. The glass pane is visible, showing a view of a city street with buildings and a cloudy sky. There is a small orange timestamp in the bottom right corner of the photo.
1371	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a balcony sliding door frame. The frame is made of a light-colored material, possibly wood or composite. The glass pane is visible, showing a view of a city street with buildings and a cloudy sky. There is a small orange timestamp in the bottom right corner of the photo.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1372	Main bathroom	See section 5.1.1 Falls (mm); 0/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1373	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	
1374	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1375	Lounge room northern wall	See section 5.10.1	See section 5.10.2	
1376	Lounge room	See section 5.11.1	See section 5.11.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1377	Second bedroom window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1207				
1378	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1379	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	 A close-up photograph of a vertical crack in a light-colored wall. The crack is dark and runs vertically. A timestamp '12/02/2018 11:18' is visible in the bottom right corner.
1380	Lounge room northern wall	See section 5.10.1	See section 5.10.2	 A photograph of a lounge room with a white wall and a doorway. The room is empty. A timestamp '12/02/2018 11:18' is visible in the bottom right corner.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1381	Lounge room sliding door frame	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1382	Balcony	See section 5.2.1 Falls (mm); 1/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1383	Balcony	See section 5.4.1	See section 5.4.2	
1384	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1385	Balcony balustrade rail	See section 5.9.1	See section 5.9.2	
1386	Façade adjacent to balustrade on south western corner	See section 5.14.1 Separation; 1mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1387	Main bathroom	See section 5.1.1 Falls (mm); 9/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1388	Main bedroom ensuite	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1389	Main bedroom ensuite ceiling adjacent to window	See section 5.13.1	See section 5.13.2	
1390	Main bedroom ensuite window frame	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1391	Main bedroom ensuite	<p>Missing sealant observed around main bedroom ensuite door frame.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Apply a bead of flexible sealant to the joint between the door frame and wall 3. As required, all affected surfaces are to be painted with an appropriate paint system to match as close as possible to the existing in accordance with the manufacturer's recommendations and AS2311 – Guide to the painting of buildings. 4. Clean up the work area 	
1392	Ceiling above kitchen cupboards	<p>See section 5.14.1</p> <p>Separation; 1.5mm</p>	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1393	Main bedroom window frame	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a window frame in a room. The frame is dark-colored and appears to be made of wood or a similar material. The window is looking out onto a cityscape with buildings and trees. The date and time '12/08/2018 15:18' are visible in the bottom right corner of the photo.
1394	Main bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph showing a built-in wooden structure, likely a wardrobe or shelving unit, in a room. The structure is made of light-colored wood and has a clean, modern design. The date and time '12/08/2018 15:18' are visible in the bottom right corner of the photo.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1395	Main bedroom	See section 5.11.1	See section 5.11.2	
1396	Second bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1397	Second bedroom ceiling	See section 5.10.1	See section 5.10.2	
1398	Second bedroom window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1399	Second bedroom window frames	See section 5.8.1	See section 5.8.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1208				
1400	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1401	Wall adjacent to front entry door	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1402	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
1403	Wall above front entry door frame	See section 5.14.1 Separation; 2mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1404	Balcony	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1405	Balcony	See section 5.4.1	See section 5.4.2	 A photograph showing a balcony railing and a view of a residential area with houses and trees. A date stamp '4/15/2015' is visible in the bottom right corner.
1406	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	 A photograph showing a balcony sliding door frame. A date stamp '4/15/2015' is visible in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1407	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1408	Western column of balcony	See section 5.15.1 Separation; 2mm	See section 5.15.2	 A photograph showing a close-up of a balcony column. The column is made of concrete and shows signs of weathering and separation. To the right of the column is a dark-colored door or shutter with horizontal slats. The sky is visible in the background, showing some clouds. A timestamp '14:19: 2/SER/2018' is visible in the bottom right corner of the photo.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1409	Main bathroom	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1410	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1411	Main bedroom ensuite	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1412	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	 A photograph showing a white wall and the top of a white door frame. A timestamp '14/2/2018 15:58' is visible in the bottom right corner.
1413	Doors throughout the unit (x4)	See section 5.5.1	See section 5.5.2	 A photograph of a circular door handle mounted on a white wall. A timestamp '14/2/2018 15:58' is visible in the bottom right corner.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1414	Lounge room eastern wall	See section 5.10.1	See section 5.10.2	
1415	Lounge room	See section 5.11.1	See section 5.11.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1416	Main bedroom built in	See section 5.6.1	See section 5.6.2	
1417	Main bedroom window frame	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1418	Main bedroom window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a white wall. There is a small, faint brown stain on the wall. A timestamp '14:24 1/SEP/2018' is visible in the bottom right corner of the image.
1419	Second bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph of a built-in wooden shelf. On the shelf, there is a plaid bag and some boxes. A timestamp '14:24 1/SEP/2018' is visible in the bottom right corner of the image.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1420	Second bedroom window frames	See section 5.9.1	See section 5.9.2	
Unit 1301				
1421		No access was provided.		


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1302				
1422	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1423	Wall adjacent to front entry door	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1424	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
1425	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1426	Main bathroom	See section 5.1.1 Falls (mm); 1/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1427	Wall adjacent to bathroom door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1428	Balcony	See section 5.2.1 Falls (mm); 6/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1429	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	
1430	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1431	Balcony	See section 5.4.1	See section 5.4.2	
1432	Balcony	See section 5.15.1	See section 5.15.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1433	Balcony tile skirting	See section 5.14.1 Separation; 2mm	See section 5.14.2	
1434	Main bedroom ensuite	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1435	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	
1436	Main bedroom ensuite window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1437	Lounge room northern wall	See section 5.10.1	See section 5.10.2	
1438	Lounge room	See section 5.11.1	See section 5.11.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1439	Main bedroom window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a dark-framed window. The frame appears to be made of wood or a similar material. There is a visible gap or defect in the frame where it meets the wall. The view through the window shows an outdoor area with some greenery and a building in the background. A timestamp '17/06/2019' is visible in the bottom right corner of the photo.
1440	Main bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph showing a built-in feature, possibly a shelf or a part of a wardrobe, in a room. The feature is made of a light-colored material, possibly wood or laminate. A red bag or object is placed on the shelf. The background shows a plain wall and a ceiling. A timestamp '15/07/2019' is visible in the bottom right corner of the photo.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1441	Study room eastern wall	See section 5.10.1	See section 5.10.2	
1442	Second bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1443	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1303				
1444	Front entry door frame	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1445	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1446	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1447	Lounge room wall adjacent to linen cupboard	See section 5.10.1	See section 5.10.2	
1448	Ceiling above kitchen cupboards	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1449	Lounge room	See section 5.11.1	See section 5.11.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1450	Lounge room	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1451	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	
1452	Balcony	<p>Missing sealant observed at floor to skirting tile junction in balcony area.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Apply a bead of flexible sealant to the joint between the door frame and wall 3. As required, all affected surfaces are to be painted with an appropriate paint system to match as close as possible to the existing in accordance with the manufacturer's recommendations and AS2311 – Guide to the painting of buildings. 4. Clean up the work area 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1453	Balcony	See section 5.2.1 Falls (mm); 2/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1454	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	
1455	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1456	External façade panels in balcony.	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1457	External façade panels adjacent to balustrade.	See section 5.9.1	See section 5.9.2	
1458	Balcony	See section 5.4.1	See section 5.4.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1459	Balcony	See section 5.15.1	See section 5.15.2	
1460	Balcony blade wall eastern	See section 5.14.1 Separation; 2mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1461	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
1462	Main bedroom built in	See section 5.6.1	See section 5.6.2	
Unit 1304				
1463		No access was provided.		



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1305				
1464	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1465	Wall adjacent to study room door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1466	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	
1467	Doors throughout the unit (x4)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1468	Main bedroom window frame on eastern wall	See section 5.14.1 Separation; 1mm	See section 5.14.2	
1469	Balcony	See section 5.2.1 Falls (mm); 7/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1470	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1471	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	 A close-up photograph of a balcony sliding door frame. The frame is dark-colored and appears to be made of metal or plastic. There is a visible gap or defect in the frame. A timestamp "14:42 21/SEP/2018" is visible in the bottom right corner of the photo.
1472	Balcony	See section 5.4.1	See section 5.4.2	 A photograph of a balcony railing. The railing is made of metal and has a glass panel. In the background, a city skyline is visible, including several tall buildings. A timestamp "14:42 21/SEP/2018" is visible in the bottom right corner of the photo.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1473	Balcony	See section 5.15.1	See section 5.15.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1474	Main bathroom	See section 5.1.1 Falls (mm); 9/1000	See section 5.1.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1475	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	 A photograph showing a vertical crack or gap in a light-colored wall, possibly near a door frame. The image is slightly blurry and has a timestamp '14/07/2019' in the bottom right corner.
1476	Second bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph showing a dark, possibly water-damaged or stained area on a ceiling or upper wall, with a white structural element visible in the foreground. The image has a timestamp '14/07/2019' in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1477	Second bedroom window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1478	Main bedroom windows	<p>Rubber gasket of window was found to be missing.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to reseal window to prevent excessive noise to the unit in accordance with manufacturers specifications.	 


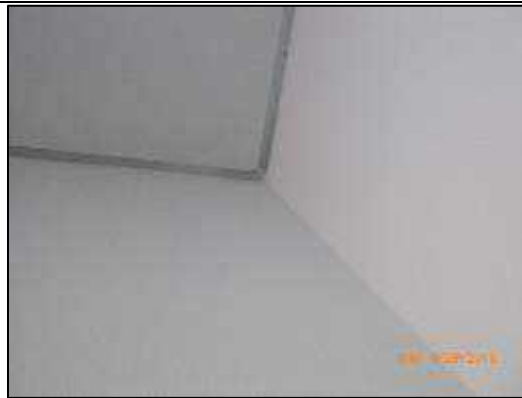
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1479	Main bedroom window frames	See section 5.8.1	See section 5.8.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1480	Main bedroom ensuite	See section 5.1.1 Falls (mm); 0/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1481	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	
1482	Lounge room	See section 5.11.1	See section 5.11.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1483	Lounge room window frames	See section 5.8.1	See section 5.8.2	
1484	Ceiling above kitchen cupboards	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1306				
1485		No access was provided.		
Unit 1307				
1486	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1487	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	 A photograph showing a close-up of a light-colored wall next to a dark door. There is a small, dark, irregular mark or hole in the wall. A timestamp in the bottom right corner reads "8:09 5/SEP/2018".
1488	Lounge room	See section 5.11.1	See section 5.11.2	 A photograph of a corner in a lounge room, showing the intersection of a wall and a ceiling. There is a small, dark, irregular mark or hole in the wall. A timestamp in the bottom right corner reads "8:09 5/SEP/2018".



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1489	<i>Doors throughout the unit (x4)</i>	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1490	Balcony	See section 5.2.1 Falls(mm); 5/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1491	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1492	Balcony	See section 5.15.1	See section 5.15.2	
1493	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1494	Main bathroom	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	
1495	Second bedroom window frames	See section 5.8.1	See section 5.8.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1496	Second bedroom window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a dark-colored window frame. The window is looking out onto a building with many windows. There is a small orange stamp in the bottom right corner of the photo.
1497	Second bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph of a built-in wardrobe. It shows white shelves, a hanging rail with several black hangers, and a wooden hanger. There is a white box on the top shelf. A date stamp '8/16/19 SEP/20/19' is visible in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1498	Main bedroom ensuite	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	
1499	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1500	Main bedroom window frames	See section 5.8.1	See section 5.8.2	
1501	Ceiling above kitchen cupboards	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1308				
1502	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1503	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1504	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	
1505	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1506	Balcony	See section 5.2.1 Falls (mm); 6/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1507	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1508	<i>External façade panels adjacent to balustrade</i>	See section 5.9.1	See section 5.9.2	
1509	<i>Balcony</i>	See section 5.4.1	See section 5.4.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1510	Balcony	See section 5.15.1	See section 5.15.2	
1511	Balcony	<p>Poorly applied sealant observed between balustrade wall and façade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1512	Lounge room	See section 5.11.1	See section 5.11.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1513	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1514	Wall adjacent to bathroom door	See section 5.9.1	See section 5.9.2	
1515	Second bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1516	Second bedroom window frame	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a window frame in a second bedroom. The frame is dark-colored and appears to be made of wood or metal. The window is looking out onto a bright, sunny day with some greenery visible. A small, colorful object is visible on the windowsill.
1517	Lounge room northern wall	See section 5.10.1	See section 5.10.2	 A photograph showing a plain white wall in a lounge room. The wall is smooth and has no decorations. A door frame is visible on the right side of the image. The lighting is even, and the wall appears to be in good condition.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1518	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1519	Main bedroom ensuite	See section 5.1.1 Falls; 0/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1520	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1401				
1521		No access was provided.		
Unit 1402				
1522	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1523	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1524	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	 A photograph showing a vertical crack or gap in a light-colored wall. A small white tag is visible on the left side of the crack. The date '15/SEP/2018' is printed in orange in the bottom right corner.
1525	Ceiling above kitchen cupboards	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	 A photograph showing a hand holding a small white tag against a light-colored ceiling. The tag has some text on it. The date '15/SEP/2018' is printed in orange in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1526	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	

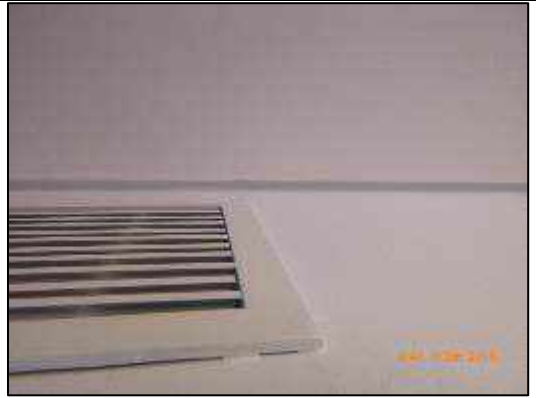

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1527	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	
1528	Balcony sliding door	<p>Resident advised of excessive noise and vibration in sliding door during windy days.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to reseal door to prevent excessive noise to the unit in accordance with manufacturers specifications.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1529	Balcony	See section 5.2.1 Falls (mm); 1/1000	See section 5.2.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1530	Balcony	See section 5.4.1	See section 5.4.2	
1531	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1532	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	
1533	Balcony	See section 5.15.1	See section 5.15.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1534	<i>Second bedroom built in</i>	See section 5.6.1	See section 5.6.2	
1535	<i>Second bedroom window frames</i>	See section 5.8.1	See section 5.8.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1536	Lounge room	See section 5.11.1	See section 5.11.2	
1537	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	
Unit 1403				
1538		No access was provided.		


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1404				
1539	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1540	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1541	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1542	Wall adjacent to front entry door skirting board	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1543	Wall adjacent to front entry wardrobe	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1544	Balcony	See section 5.2.1 Falls (mm); 7/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1545	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1546	Balcony	<p>Separation observed between sliding door and ceiling.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>10.16 Cracking at junctions of dissimilar materials-Cracking at junctions between dissimilar materials is a defect if it is greater than 1 mm or is visible from a normal viewing position.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding areas 2. Apply a bead of flexible sealant to the joint between the sliding door frame and wall 3. As required, all affected surfaces are to be painted with an appropriate paint system to match as close as possible to the existing in accordance with the manufacturer's recommendations and AS2311 – Guide to the painting of buildings. 4. Clean up the work area 	
1547	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1548	Balcony	See section 5.15.1	See section 5.15.2	
1549	External façade panels in balcony area	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1550	Wall adjacent to kitchen cupboards	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1551	Main bathroom	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1552	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a wall and a wooden floor. A dark, textured object, possibly a door or a piece of furniture, is visible on the right side. A timestamp in the bottom right corner reads "8:56 15/SEP/2018".
1553	Lounge room	See section 5.11.1	See section 5.11.2	 A photograph showing a close-up of a wall and a white door frame. The wall appears to have some discoloration or a defect. A timestamp in the bottom right corner reads "8:58 15/SEP/2018".



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1554	Doors throughout the unit (x2)	See section 5.5.1	See section 5.5.2	
1555	Main bedroom window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1556	Lounge room window frames	See section 5.9.1	See section 5.9.2	

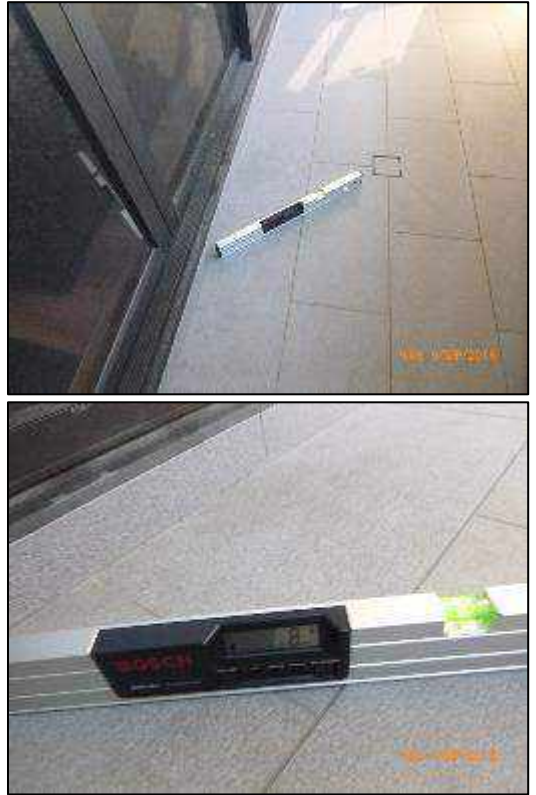
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1405				
1557	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1558	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1559	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	 A photograph showing a vertical crack or gap in a light-colored wall. The crack runs from the top of the frame down to a dark, possibly wooden, base or door frame. The lighting is somewhat dim, and the wall appears slightly textured.
1560	Lounge room	See section 5.11.1	See section 5.11.2	 A photograph showing a corner or joint in a wall. The wall is light-colored, and there is a dark, possibly metallic or wooden, trim or base visible. The lighting is bright, and the wall appears smooth.

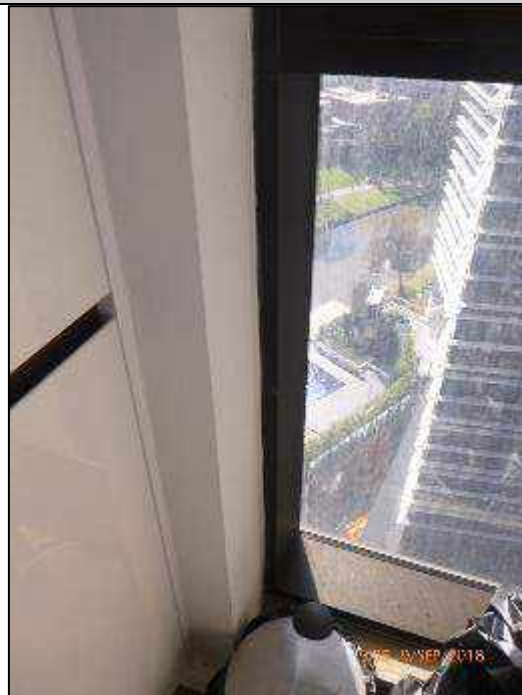

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1561	<i>Doors throughout the unit (x3)</i>	See section 5.5.1	See section 5.5.2	
1562	<i>Second bedroom built in</i>	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1563	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1564	Balcony	See section 5.2.1 Falls (mm); 8/1000	See section 5.2.2	

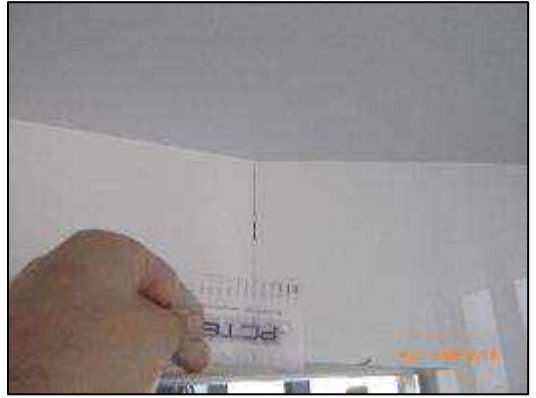

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1565	Balcony	See section 5.15.1	See section 5.15.2	
1566	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1567	Balcony	See section 5.4.1	See section 5.4.2	
1568	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1569	Kitchen window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a white kitchen window frame. The frame appears to be made of a composite material and is set into a wall. There is a visible gap or defect at the bottom of the frame where it meets the sill. A date stamp '09/09/2018' is visible in the bottom right corner of the photo.
1570	Main bedroom window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a white window frame in a bedroom. The frame is set into a wall and has a dark, possibly black, inner frame or seal. There is a visible gap or defect at the bottom of the frame. A date stamp '09/09/2018' is visible in the bottom right corner of the photo.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1571	Main bedroom ensuite	See section 5.1.1 Falls (mm); 2/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1572	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	
Unit 1406				
1573		No access was provided.		
Unit 1407				
1574	Main bedroom	<p>Resident advised of window whistling in southern windows.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to reseal windows to prevent excessive noise to the unit in accordance with manufacturers specifications.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1575	Main bedroom ensuite northern wall joint	See section 5.14.1 Separation; 2mm	See section 5.14.2	
1576	Ceiling above kitchen cupboards	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1577	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1578	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1579	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a wall with a vertical crack or gap. The wall is light-colored, and the defect is a dark, recessed area. A timestamp in the bottom right corner reads "9:24 - 5/SEP/2018".
1580	Doors throughout the unit (x4)	See section 5.5.1	See section 5.5.2	 A photograph showing a close-up of a door handle or latch area. The door is light-colored, and the handle is a dark, circular object. A timestamp in the bottom right corner reads "9:24 - 5/SEP/2018".


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1581	Lounge room	See section 5.11.1	See section 5.11.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1582	Balcony	See section 5.2.1 Falls (mm); 5/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1583	Balcony	See section 5.4.1	See section 5.4.2	
1584	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1585	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	
1586	Balcony	See section 5.15.1	See section 5.15.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1587	Lounge room south western corner	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1588	Dining room window frame	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1589	Main bathroom	See section 5.1.1 Falls (mm); 9/1000	See section 5.1.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1590	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	
1591	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1592	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
1593	Main bedroom ensuite	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1594	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	
1595	Main bedroom ensuite ceiling	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1596	Study room	<p>Light switch cover in study room is missing.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Source a light switch cover to match existing light switches and engage a licenced electrician to install in accordance with manufacturers specifications.	
1597	Second bedroom southern wall	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1598	Second bedroom window frames	See section 5.9.1	See section 5.9.2	
Unit 1408				
1599		No access was provided.		


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1501				
1600	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1601	Lounge room	See section 5.11.1	See section 5.11.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1602	Balcony	See section 5.2.1 Falls (mm); 3/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1603	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	
1604	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1605	Balcony	See section 5.15.1	See section 5.15.2	
1606	Balcony	See section 5.4.1	See section 5.4.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1607	Main bathroom	See section 5.1.1 Falls (mm); 4/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1608	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1609	Main bedroom ensuite	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1610	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	
1611	Ceiling above kitchen cupboards	See section 5.14.1 Separation; 2mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1612	<i>Doors throughout the unit (x3)</i>	See section 5.5.1	See section 5.5.2	
1613	<i>Second bedroom built in</i>	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1614	Second bedroom window frames	See section 5.9.1	See section 5.9.2	
1615	Wall adjacent to main bedroom door	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1616	Main bedroom built in	See section 5.6.1	See section 5.6.2	
1617	Main bedroom window frames	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1618	External façade panels outside main bedroom	<p>Construction debris observed on the external façade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
Unit 1502				
1619		No access was provided.		
Unit 1503				



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1620	Front entry door frame	<p>Door frame label has been painted over.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Use a suitable cleaning agent to remove paint from the door frame label.	
1621	Wall above front entry door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1622	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	
1623	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1624	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	 

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1625	<i>Walls and ceiling throughout the unit</i>	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1626	Balcony	See section 5.2.1 Falls (mm); 6/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1627	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	
1628	Balcony eastern blade wall	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1629	External façade panel of balcony	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1630	<i>Façade of the building adjacent to balcony area.</i>	<p>Construction debris observed on the external façade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1631	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	 A photograph showing a balcony sliding door frame. The door is partially open, revealing a view of a modern building with a curved facade. A person is visible in the background, standing near the door. The image is dated 19:57 20 SEP 2018.
1632	Lounge room southern wall skirting board	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	 A photograph showing a hand pointing to a defect on a skirting board. The hand is holding a small object, possibly a pin or a pencil, and is pointing it at a gap or separation in the skirting board. The image is dated 19:57 20 SEP 2018.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1633	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
1634	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1635	Main bedroom door architrave	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	
1636	Laundry door frame	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1504				
1637	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1638	Front entry door	<p>The hinges of the front entry door are leaking.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p> <p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered Loss suffered in cost of rectification.</p>	Engage a licenced carpenter to remove faulty door hinges and reinstate with new hinges matching existing in accordance with manufacturers specifications.	
1639	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1640	<i>Doors throughout the unit (x2)</i>	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1641	Balcony	See section 5.2.1 Falls (mm); 5/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1642	Balcony	See section 5.15.1	See section 5.15.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1643	Balcony	See section 5.7.1	See section 5.7.2	 A photograph showing a balcony railing and the side of a building. The railing is dark and appears to be made of metal or wood. The building facade is light-colored with some architectural details. A timestamp '10:23: 05 SEP 2018' is visible in the bottom right corner.
1644	Balcony	See section 5.9.1	See section 5.9.2	 A photograph showing a balcony railing and the side of a building. The railing is dark and appears to be made of metal or wood. The building facade is light-colored with some architectural details. A timestamp '10:24: 05 SEP 2018' is visible in the bottom right corner.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1645	Balcony	See section 5.4.1	See section 5.4.2	
1646	Balcony ceiling	See section 5.14.1 Separation; 1mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1647	Main bathroom	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1648	Main bedroom window bulkhead	See section 5.13.1	See section 5.13.2	
1649	Main bedroom	See section 5.11.1	See section 5.11.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1650	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
1651	Main bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1652	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1505				
1653	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1654	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
1655	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1656	Wall between study room and linen cupboard.	See section 5.10.1	See section 5.10.2	 A photograph showing a white wall with a light switch and a hinge. The date stamp '2/SEP/2015' is visible in the bottom right corner.
1657	Main bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph showing a built-in structure, possibly a wardrobe or shelving unit, in a bedroom. The date stamp '2/SEP/2015' is visible in the bottom right corner.

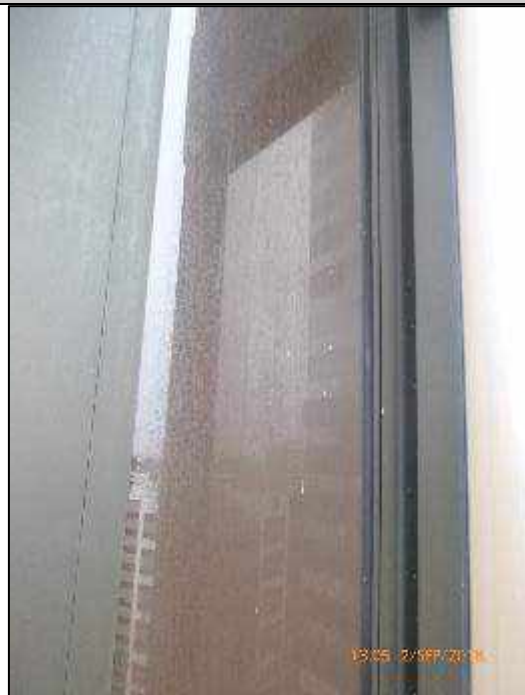

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1658	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a balcony sliding door frame. The frame is dark, and the glass panel is visible. There is a date stamp in the bottom right corner that reads "13.02.2012 14:58:29".
1659	Walls and ceiling throughout the unit	See section 5.10.1	See section 5.10.2	 A photograph showing a wall and ceiling. The wall is light-colored, and the ceiling is dark. There is a date stamp in the bottom right corner that reads "13.02.2012 14:58:29".



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1660	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1mm	See section 5.14.2	
1661	<i>Lounge room</i>	See section 5.11.1	See section 5.11.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1662	Balcony	See section 5.2.1 Falls (mm); 0/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1663	Balcony	See section 5.15.1	See section 5.15.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1664	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1665	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a balcony sliding door frame. The frame appears to be made of metal or wood and is set into a wall. There is a visible gap or defect in the frame. A date stamp '13/05/2019' is visible in the bottom right corner of the photo.
1666	Main bathroom	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	 A photograph of a bathroom floor. The floor is covered with dark tiles. A white sink is visible in the background. A date stamp '13/05/2019' is visible in the bottom right corner of the photo.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1667	<i>Doors throughout the unit (x3)</i>	See section 5.5.1	See section 5.5.2	
1668	<i>Wall adjacent to bathroom door</i>	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1669	Main bedroom ensuite	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	
1670	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1671	Western hallway wall skirting board	See section 5.14.1 Separation; 1mm	See section 5.14.2	
Unit 1506				
1672		No access was provided.		



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1507				
1673	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1674	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1675	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
1676	Lounge room	See section 5.11.1	See section 5.11.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1677	<i>Doors throughout the unit (x3)</i>	See section 5.5.1	See section 5.5.2	
1678	<i>Walls and ceiling throughout the unit</i>	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1679	Lounge room window frames	See section 5.9.1	See section 5.9.2	

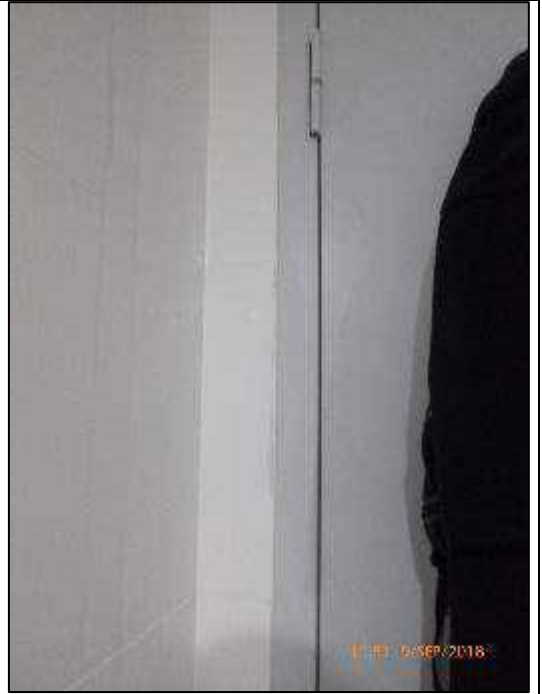
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1680	Balcony	See section 5.2.1 Falls (mm); 4/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1681	Balcony sliding door frame	<p>Construction debris observed on the external façade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1682	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	 A photograph showing a close-up of a balcony sliding door frame. The frame appears to be made of metal and is set into a concrete wall. The glass of the door is visible, reflecting the interior. The date and time '1:48 9/15/2015' are visible in the bottom right corner of the photo.
1683	Balcony	See section 5.4.1	See section 5.4.2	 A photograph showing a balcony railing. The railing is made of metal and has a glass panel. The view through the railing shows a residential area with houses and trees. The date and time '1:49 9/15/2015' are visible in the bottom right corner of the photo.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1684	Balcony	See section 5.15.1	See section 5.15.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1685	Main bathroom	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1686	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1687	Main bedroom ensuite	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1688	Main bedroom ensuite window frames	See section 5.9.1	See section 5.9.2	
1689	Wall above bedroom ensuite door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1690	Main bedroom built in	See section 5.6.1	See section 5.6.2	
1691	Main bedroom window bulkhead	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1692	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
1693	Second bedroom built in	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1694	Second bedroom northern wall	See section 5.13.1	See section 5.13.2	
1695	Second bedroom window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1698	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
1699	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1700	Lounge room	See section 5.11.1	See section 5.11.2	
1701	Lounge room eastern wall skirting board	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1702	Lounge room window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1703	Balcony	See section 5.2.1 Falls (mm); 4/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1704	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	
1705	Balcony	See section 5.15.1	See section 5.15.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1706	Balcony sliding door	See section 5.7.1	See section 5.7.2	
1707	Balcony	See section 5.4.1	See section 5.4.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1708	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1709	Wall adjacent to main bathroom	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1710	Main bedroom ensuite	See section 5.1.1 Falls (mm); 9/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1711	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	
1712	Doors throughout the unit (x4)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1713	<i>Second bedroom built in</i>	See section 5.6.1	See section 5.6.2	
1714	<i>Second bedroom window frames</i>	See section 5.8.1	See section 5.8.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1715	Main bedroom built in	See section 5.6.1	See section 5.6.2	
1716	Main bedroom window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1602				
1717	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1718	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1719	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	
1720	Wall adjacent to front entry door	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1721	Lounge room	See section 5.11.1	See section 5.11.2	
1722	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1723	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1724	Balcony	See section 5.2.1 Falls (mm); 3/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1725	Balcony	See section 5.4.1	See section 5.4.2	
1726	Balcony	See section 5.15.1	See section 5.15.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1727	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1728	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1729	Main bedroom ensuite	See section 5.1.1 Falls (mm); 9/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1730	Main bedroom ensuite ceiling adjacent to window	See section 5.10.1	See section 5.10.2	
1731	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1732	Wall adjacent to main bathroom door	See section 5.13.1	See section 5.13.2	 A photograph showing a close-up of a white wall and a white door frame. There is a visible gap or defect where the wall meets the floor. A timestamp '10:42:15 SEP 2018' is visible in the bottom right corner.
1733	Second bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph of a built-in shelf in a room. On the shelf are several items, including a box with 'STAR WARS' branding and other colorful boxes. A timestamp '10:42:15 SEP 2018' is visible in the bottom right corner.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1734	Second bedroom window frames	See section 5.8.1	See section 5.8.2	
1735	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1736	Wall adjacent to main bedroom door	See section 5.13.1	See section 5.13.2	 A photograph showing a vertical crack or defect on a light-colored wall. The crack runs vertically down the center of the frame. There is some orange text in the bottom right corner of the photo.
1737	Lounge room	See section 5.11.1	See section 5.11.2	 A photograph showing a horizontal crack or defect on a light-colored wall. The crack runs horizontally across the middle of the frame. There is some orange text in the bottom right corner of the photo.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1738	Lounge room window frames	See section 5.8.1	See section 5.8.2	
1739	Skirting board adjacent to main bathroom door	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1740	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1603				
1741	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1742	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1743	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1744	Balcony	See section 5.2.1 Falls (mm); 2/1000	See section 5.2.2	


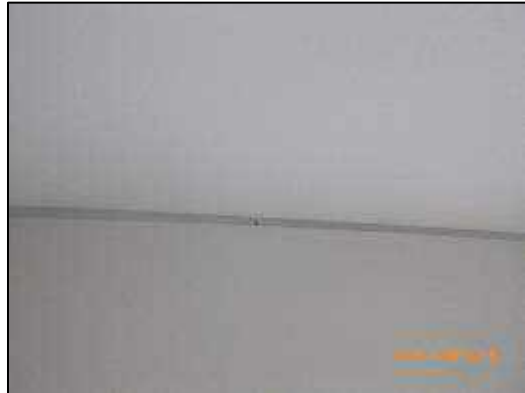
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1745	Balcony	See section 5.4.1	See section 5.4.2	 A photograph showing a balcony railing. The railing consists of a dark metal handrail mounted on a white wall. There is a visible gap or defect in the railing assembly. A timestamp '13/07/2015' is visible in the bottom right corner of the photo.
1746	Balcony balustrade rail	See section 5.9.1	See section 5.9.2	 A photograph showing a balcony balustrade rail. The rail is a dark, cylindrical metal post. It appears to be loose or improperly secured to the wall. A timestamp '13/07/2015' is visible in the bottom right corner of the photo.

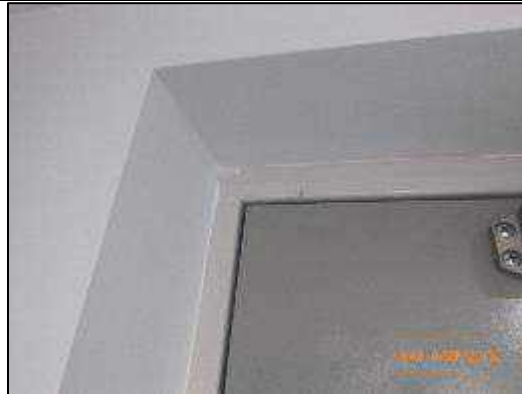

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1747	Balcony	See section 5.3.1	See section 5.3.2	
1748	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1749	Main bathroom	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1750	<i>Doors throughout the unit (x2)</i>	See section 5.5.1	See section 5.5.2	
1751	<i>Wall adjacent to main bathroom door</i>	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1752	Main bedroom built in	See section 5.6.1	See section 5.6.2	
1753	Main bedroom window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1754	<i>Walls and ceiling throughout the unit</i>	See section 5.10.1	See section 5.10.2	
1755	<i>Lounge room</i>	See section 5.11.1	See section 5.11.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1757	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	
1758	Front entry door	<p>The hinges of the front entry door are leaking.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p> <p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered Loss suffered in cost of rectification.</p>	Engage a licenced carpenter to remove faulty door hinges and reinstate with new hinges matching existing in accordance with manufacturers specifications.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1759	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
1760	Lounge room	See section 5.11.1	See section 5.11.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1761	Balcony	See section 5.2.1 Falls (mm); 2/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1762	Balcony sliding door frame	<p>Separation observed between sliding door and ceiling.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <p>10.16 Cracking at junctions of dissimilar materials-Cracking at junctions between dissimilar materials is a defect if it is greater than 1 mm or is visible from a normal viewing position.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> Protect all surrounding areas Apply a bead of flexible sealant to the joint between the sliding door frame and wall As required, all affected surfaces are to be painted with an appropriate paint system to match as close as possible to the existing in accordance with the manufacturer's recommendations and AS2311 – Guide to the painting of buildings. Clean up the work area 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1763	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1764	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1765	Balcony	See section 5.15.1	See section 5.15.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1766	Main bathroom	See section 5.1.1 Falls (mm); 7/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1767	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1768	Main bedroom built in	See section 5.6.1	See section 5.6.2	
1769	Main bedroom window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1770	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	
1771	Ceiling above kitchen cupboards	See section 5.14.1 Separation; 1mm	See section 5.14.2	
Unit 1605				
1772		No access was provided.		


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1606				
1773	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1774	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	
1775	Wall above front entry door	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1776	Balcony	See section 5.2.1 Falls (mm); 5/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1777	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	 A photograph showing a balcony sliding door frame. The door is partially open, revealing a gap between the frame and the door panel. The view outside shows a building and a clear sky. A timestamp '13:28:59/5/2018' is visible in the bottom right corner.
1778	Balcony balustrade	See section 5.9.1	See section 5.9.2	 A photograph showing a balcony balustrade. The balustrade is made of metal and has a horizontal rail. There is a visible defect or gap in the rail. A timestamp '13:28:59/5/2018' is visible in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1779	Balcony	See section 5.15.1	See section 5.15.2	
1780	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1781	Balcony façade of balustrade	<p>Construction debris observed on the external façade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1782	Main bathroom	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1783	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	
1784	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1785	Main bedroom built in	See section 5.6.1	See section 5.6.2	
1786	Main bedroom window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1787	Lounge room	See section 5.11.1	See section 5.11.2	
1788	Walls and ceiling throughout the unit	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1607				
1789	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1790	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1791	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
1792	Lounge room	See section 5.11.1	See section 5.11.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1793	Balcony	See section 5.1.1 Falls (mm); 2/1000	See section 5.1.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1794	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	
1795	Balcony	See section 5.4.1	See section 5.4.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1796	Balcony	See section 5.3.1	See section 5.3.2	
1797	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	


1798	Main bedroom ensuite	<p>Water egress observed from ensuite into main bedroom. High moisture readings measured at entrance to ensuite.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a), (b) and (c). <p>Building Code of Australia</p> <ul style="list-style-type: none"> Section F Health and Amenity Part F1 Damp and Weatherproofing Sections FO1, FF1.3. <p>This is a breach because the building is not constructed in a manner so as to prevent moisture escaping from the ensuite wet area.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<p>Remove tiles/fixtures within the shower enclosure to allow provision of suitable new waterproofing membrane system to the wet area. Replace tiles and refit shower fixtures on completion of tiling.</p>	
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Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
				
1799	Main bedroom ensuite window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1800	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	 A photograph showing a wall defect near an ensuite door. The wall is light-colored and appears to have a small, dark, rectangular object or hole. The door is visible on the right side of the frame.
1801	Main bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph showing a main bedroom built-in unit. The unit is light-colored and appears to have a small, dark, rectangular object or hole. The unit is built into the wall and has a white cloth or towel hanging from it.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1802	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
1803	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1804	<i>Second bedroom built in</i>	See section 5.6.1	See section 5.6.2	
1805	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1608				
1806	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1807	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	
1808	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1809	Kitchen window bulkhead	See section 5.13.1	See section 5.13.2	
1810	Ceiling above kitchen cupboards	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1811	Lounge room	See section 5.11.1	See section 5.11.2	
1812	Laundry ceiling	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1813	<i>Walls and ceiling throughout the unit</i>	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1814	Balcony	See section 5.1.1 Falls (mm); 3/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1815	Balcony	See section 5.15.1	See section 5.15.2	
1816	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1817	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	
1818	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1819	Main bedroom ensuite	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	
1820	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1821	<i>Doors throughout the unit (x3)</i>	See section 5.5.1	See section 5.5.2	
1822	<i>Main bedroom built in</i>	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1823	Main bedroom window frames	See section 5.9.1	See section 5.9.2	
1824	Main bedroom window bulkhead	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1825	Second bedroom built in	See section 5.6.1	See section 5.6.2	
1826	Second bedroom window frames	See section 5.8.1	See section 5.8.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1827	Main bathroom	See section 5.1.1 Falls (mm); 6/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1828	Wall adjacent to main bathroom	See section 5.9.1	See section 5.9.2	
Unit 1701				
1829		No access was provided.		


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1702				
1830	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1831	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1832	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a white wall next to a silver door handle. The wall appears slightly textured or discolored. A date stamp '18/02/2018' is visible in the bottom right corner.
1833	Doors throughout the unit (x4)	See section 5.5.1	See section 5.5.2	 A photograph showing a door handle with a magnifying glass held over it to inspect for defects. The handle is silver and mounted on a white door. A date stamp '18/02/2018' is visible in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1834	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1835	Main bathroom	See section 5.1.1 Falls (mm); 9/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1836	Wall above main bathroom door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1837	Balcony	See section 5.2.1 Falls (mm); 4/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1838	Balcony	See section 5.15.1	See section 5.15.2	
1839	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1840	Balcony sliding door	<p>Resident advised of excessive noise and vibration in sliding door during windy days.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to reseal door to prevent excessive noise to the unit in accordance with manufacturers specifications.	
1841	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1842	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1843	Main bedroom ensuite	See section 5.1.1 Falls (mm); 1/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1844	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	
1845	Ensuite bulkhead window	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1846	Main bedroom built in	See section 5.6.1	See section 5.6.2	
1847	Walls and ceiling throughout the unit.	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1848	Lounge room window bulkhead	See section 5.13.1	See section 5.13.2	 A photograph showing a close-up of a white bulkhead or window frame. There is a visible gap or separation between the bulkhead and the window frame, with some debris or material visible in the gap. A date stamp '14/09/2015' is visible in the bottom right corner.
1849	Lounge room window	<p>Window gasket in lounge room observed to be delaminated.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to reseal window to prevent excessive noise to the unit in accordance with manufacturers specifications.	 A photograph showing a close-up of a window frame and gasket. The gasket appears to be delaminated or damaged, with a visible gap between the gasket and the frame. A date stamp '14/09/2015' is visible in the bottom right corner.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1850	Lounge room	See section 5.11.1	See section 5.11.2	
1851	Second bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1852	Second bedroom window frames	See section 5.8.1	See section 5.8.2	
Unit 1703				
1853		No access was provided.		


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1704				
1854	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1855	Front entry door	<p>The hinges of the front entry door are leaking.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p> <p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered Loss suffered in cost of rectification.</p>	Engage a licenced carpenter to remove faulty door hinges and reinstate with new hinges matching existing in accordance with manufacturers specifications.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1856	Wall adjacent to front entry door	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1857	Wall adjacent to front entry door.	See section 5.13.1	See section 5.13.2	
1858	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1859	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1860	Balcony	See section 5.2.1 Falls (mm); 1/1000	See section 5.2.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1861	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	
1862	Façade of balcony balustrade	<p>Construction debris observed on the external façade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss Suffered Loss suffered is cost of rectification.		
1863	Balcony	See section 5.4.1	See section 5.4.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1864	Balcony	See section 5.15.1	See section 5.15.2	
1865	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1866	Main bathroom	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	
1867	Wall adjacent to main bathroom door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1868	Wall adjacent to main bathroom door	See section 5.13.1	See section 5.13.2	
1869	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1870	Main bedroom window frames	See section 5.8.1	See section 5.8.2	
1871	Main bedroom window bulkhead	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1872	<i>Walls and ceiling throughout the unit</i>	See section 5.10.1	See section 5.10.2	
1873	<i>Lounge room</i>	See section 5.11.1	See section 5.11.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1705				
1874	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1875	Front entry door	<p>The hinges of the front entry door are leaking.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p> <p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered Loss suffered in cost of rectification.</p>	Engage a licenced carpenter to remove faulty door hinges and reinstate with new hinges matching existing in accordance with manufacturers specifications.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1876		See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1877	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1878	Wall adjacent to study room door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1879	Main bathroom	See section 5.1.1 Falls (mm); 10/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1880	Wall adjacent to bathroom door	See section 5.9.1	See section 5.9.2	
1881	Floor throughout the unit	<p>Paint and sealant staining on floor throughout the unit.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss Suffered Loss suffered is cost of rectification.		
1882	Main bedroom ensuite	See section 5.1.1 Falls (mm); 7/1000	See section 5.11.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1883	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1884	Balcony	See section 5.2.1 Falls (mm); 6/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1885	Balcony	See section 5.4.1	See section 5.4.2	 A photograph showing a balcony railing with a glass panel. The railing is made of dark metal. The glass panel is partially visible. The background shows a view of a city with buildings and trees. A timestamp '15.06.2013' is visible in the bottom right corner.
1886	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	 A photograph showing a balcony sliding door frame. The frame is made of dark metal. The door is partially open, revealing a view of a city with buildings and trees. A timestamp '15.06.2013' is visible in the bottom right corner.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1887	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	
1888	Balcony balustrade rail	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1889	Lounge room window frames	See section 5.8.1	See section 5.8.2	
1890	Main bedroom built in	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1891	<i>Doors throughout the unit (x4)</i>	See section 5.5.1	See section 5.5.2	
1892	<i>Second bedroom built in</i>	See section 5.6.1	See section 5.6.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1893	Lounge room	See section 5.11.1	See section 5.11.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1706				
1894	Front entry door	See section 5.12.1	See section 5.12.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1895	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1896	Front entry door	<p>The hinges of the front entry door are leaking.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p> <p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered Loss suffered in cost of rectification.</p>	Engage a licenced carpenter to remove faulty door hinges and reinstate with new hinges matching existing in accordance with manufacturers specifications.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1897	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1898	Main bedroom ensuite	See section 5.1.1	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1899	Main bedroom ensuite	<p>Resident advised that toilet flush was not working.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p> <p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered Loss suffered is cost of rectification and loss of amenity.</p>	<ol style="list-style-type: none"> 1. Temporary turn off main water supply to the toilet. 2. Carefully remove the flush from the toilet. 3. Supply and install flush to match existing. 4. Secure the flush to the toilet. 5. Turn on main water supply to toilet. 	
1900	Wall above main bathroom door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1901	Balcony	See section 5.1.1 Falls (mm); 1/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1902	Balcony	See section 5.4.1	See section 5.4.2	
1903	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1904	Balcony	See section 5.15.1	See section 5.15.2	
1905	Balcony balustrade rail	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1906	External balustrade wall	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1907	Main bedroom ensuite	See section 5.1.1 Falls (mm); 10/1000	See section 5.1.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1908	Main bedroom ensuite	<p>Resident advised that toilet flush was not working.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (b). <p>This item is a defect as the builder has failed to satisfy implied warranty set out in the Home Building Act 1989 – Section 18B Warranties as to residential building work.</p> <p>(b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.</p> <p>Loss Suffered Loss suffered is cost of rectification and loss of amenity.</p>	<ol style="list-style-type: none"> 1. Temporary turn off main water supply to the toilet. 2. Carefully remove the flush from the toilet. 3. Supply and install flush to match existing. 4. Secure the flush to the toilet. 5. Turn on main water supply to toilet. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1909	Wall adjacent to ensuite door	See section 5.9.1	See section 5.9.2	
1910	Doors throughout the unit (x3)	See section 5.5.1	See section 5.5.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1911	Lounge room	See section 5.11.1	See section 5.11.2	
1912	Main bedroom sliding door frame	See section 5.8.1	See section 5.8.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1913	Main bedroom built in	See section 5.6.1	See section 5.6.2	
1914	Wall adjacent to main bedroom door	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1915	Second bedroom built in	See section 5.6.1	See section 5.6.2	
1916	Second bedroom window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1917	<i>Walls and ceiling throughout the unit</i>	See section 5.10.1	See section 5.10.2	
1918	<i>Ceiling above kitchen cupboards</i>	See section 5.14.1 Separation; 1mm	See section 5.14.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Unit 1707				
1919	Front entry door	See section 5.12.1	See section 5.12.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1920	Wall adjacent to front entry door	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1921	Wall adjacent to front entry door	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1922	Balcony	See section 5.2.1 Falls (mm); 5/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1923	Balcony	See section 5.4.1	See section 5.4.2	
1924	Balcony sliding door frame	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1925	Balcony sliding door frame	See section 5.9.1	See section 5.9.2	
1926	Balcony	See section 5.15.1	See section 5.15.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1927	Main bathroom	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1928	Wall above main bathroom door	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1929	Main bedroom ensuite	See section 5.1.1 Falls (mm); 9/1000	See section 5.1.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1930	Main bedroom ensuite window frames	See section 5.9.1	See section 5.9.2	
1931	Ensuite bulkhead window	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1932	<i>Doors throughout the unit (x3)</i>	See section 5.5.1	See section 5.5.2	
1933	<i>Main bedroom built in</i>	See section 5.6.1	See section 5.6.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1934	Main bedroom window frames	See section 5.9.1	See section 5.9.2	 A close-up photograph showing the corner of a dark-colored window frame. The frame is set into a light-colored wall. A small orange timestamp in the bottom right corner reads '12:12:54 SEP 20 2015'.
1935	Second bedroom built in	See section 5.6.1	See section 5.6.2	 A photograph of built-in white shelving units in a room. The units are made of white-painted wood or MDF. A small orange timestamp in the bottom right corner reads '2:15:04 SEP 22 2015'.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1936	Second bedroom window frames	See section 5.9.1	See section 5.9.2	
1937	Second bedroom window frames	See section 5.8.1	See section 5.8.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1938	Lounge room	See section 5.11.1	See section 5.11.2	
1939	Walls and ceiling throughout the unit	See section 5.10.1	See section 5.10.2	
Unit 1708				
1940		No access was provided.		

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Lobby area				
1941	Soffit of northern entrance	<p>ACP cladding observed on soffit of entrance.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a qualified engineer to certify the cladding panels and if required provide a rectification process.	 <p>The photograph shows a close-up view of the underside of a building's entrance canopy. It features large, rectangular, light-colored panels (likely ACP) held together by dark metal brackets and screws. The lighting is bright, possibly from natural light or overhead fixtures, creating some glare on the panels.</p>


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1942	Northern entrance courtyard area.	See section 5.2.1 Falls (mm); 7/1000	See section 5.2.1	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1943	Northern entrance windows	<p>No hob observed between external and internal areas. No moisture ingress was observed at the time of inspection, however may cause future water ingress into the adjacent area.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 14.6 Decks and balcony freeboard outside windows and doors <p>This is a defect because there is no hob present as intended by the manufacturer' as outlined in Section 14.6 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Remove windows and any surrounding fixtures. 3. Install hob with adequate waterproofing in accordance with manufactures specifications and the BCA. 4. Re-install windows to fit and match existing and seal appropriately. 5. Clean up the work area. 	
1944	Northern balustrade opposite river.	See section 5.4.1	See section 5.4.1	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1945	Northern entrance balustrade opposite river.	<p>Top rail of balustrade was observed to be non-compliant.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the installation of the balustrade will not withhold the required loads and therefore not been installed in a proper workmanlike manner that would prevent falls.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces surrounding the work area. 2. Appropriately fix balustrade in accordance with AS1170. 	
1946	Northern entrance external window frames	See section 5.9.1	See section 5.9.1	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1947	Northern entrance window frames	See section 5.8.1	See section 5.8.1	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1948	Window frames above northern entrance	See section 5.7.1	See section 5.7.1	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1949	Southern column adjacent to the building entrance.	<p>Chipped render observed in southern column.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Crack categories are assessed in accordance with Section 3.02. Cracks are classed as Category 2. Category 2 damage cracks are considered a defect and require repair work. <p>AS2870-2011 Residential footings and slabs</p> <ul style="list-style-type: none"> Crack categories are assessed in accordance with Table C1 <p>CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS</p> <ul style="list-style-type: none"> Cracks exceed Category 1 but do not exceed damage Category 2. <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove cracked rendered surfaces to closest architectural line 3. Install suitable flexible sealant 4. Install new render to blend into the existing surface 5. Repaint to match existing using suitable external paint system in accordance with AS2311. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1950	Western face of building entrance.	See section 5.10.1	See section 5.10.1	
1951	Northern entrance above gas and water meters.	See section 5.10.1	See section 5.10.1	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1952	<i>Throughout the ceiling of the lobby area</i>	See section 5.9.1	See section 5.9.1	
1953	<i>Windows frames of southern wall</i>	See section 5.9.1	See section 5.9.1	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1954	Window frames in lobby area	See section 5.7.1	See section 5.7.1	
1955	Window frames on northern wall	See section 5.7.1	See section 5.7.1	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1956	Window frames on northern wall	See section 5.9.1	See section 5.9.1	
1957	Luca-band panels adjacent to window frames	<p>Discolouration of blue luca-band panel adjacent to window frames.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the installation of the cladding will not withstand the required climatable weather and therefore not been installed in a proper workmanlike manner that would prevent discolouration.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces surrounding the work area. 2. Appropriately replace the cladding panel in accordance with manufacturers specifications. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1958	Wall adjacent to front sliding door	<p>Sealant staining on ACP adjacent to entrance sliding door.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
1959	Tiles above telecommunications room	<p>Construction debris observed on tiles above telecommunications room.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1960	<i>Southern wall of lobby area</i>	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1961	Tile angle on northern wall behind building manager's desk.	<p>Grout debris on tile angle on northern wall.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1962	Cabinetry behind the building manager's desk	<p>Excessive sealant observed around cabinetry.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
1963	Window frame on eastern wall	<p>Chipped aluminium window frame observed on eastern wall.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately fix/replace window frame to match existing. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1964	Wall adjacent to telecommunications room on eastern elevation	See section 5.9.1	See section 5.9.1	 <p>A photograph showing a close-up of the base of a door frame where it meets the wall. There is a visible gap or defect in the wall material at the bottom of the door. The floor is dark, and the wall is light-colored. A timestamp '13:44 20/AUG/20 19' is visible in the bottom left corner of the photo.</p>



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1965	<i>Tile angle adjacent to lift in lobby area</i>	See section 5.9.1	See section 5.9.1	
1966	<i>Floor tiles opposite lifts in lobby area</i>	See section 5.9.1	See section 5.9.1	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1967	Eastern wall in lobby area	See section 5.13.1	See section 5.13.1	
1968	Wall adjacent to southern lift	See section 5.13.1	See section 5.13.1	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Level 1				
1969	Western end of northern elevation windows frame and wall	See section 5.14.1 Separation; 15mm	See section 5.14.2	
1970	Western elevation window frames	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1971	Fire hose reel room adjacent to room 103	<p>Pipe penetration in fire hose room has not been sealed.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a), (B) and (c). <p>Building Code of Australia (BCA), Volume 1</p> <ul style="list-style-type: none"> Section C Fire Resistance Part CO1 Performance Requirements CF2 & CP8. <p>This is a breach of the BCA as it requires suitable fire-resistant elements to prevent spread of fire between separate levels</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	Provide suitable complying fire collars where fitment is achievable or install suitable fire resistant plasterboard enclosure around the pipe penetrations to achieve required fire separation levels and compliance with BCA requirements.	
1972	Architrave of data room	<p>Nail penetration has caused chipping of architrave.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately fix/replace architrave to around door. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		<p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 13.3 Nail and screw fixings <p>This is a defect because the nail penetration has not been filled as intended by the manufacturer as outlined in Section 13.3 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>		
1973	External southern return windows	<p>Construction debris observed on external façade of building.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1974	Window reveal adjacent to room 106	See section 5.10.1	See section 5.10.2	
1975	Architrave of room 103	See section 5.14.1 Separation (mm); 1mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1976	Northern wall of fire hose reel	<p>1.5mm vertical cracking in blockwork of fire hose reel room.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Guide to Standards and Tolerances 2017</p> <p>Crack categories are assessed in accordance with Section 3.02.</p> <p>Cracks are classed as exceeding Category 1 but not exceeding Category 2 damage.</p> <p>AS2870-2011 Residential footings and slabs</p> <p>Crack categories are assessed in accordance with Table C1</p> <p>CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS</p> <p>Cracks exceed Category 1 but do not exceed damage Category 2.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Hold Point Engineer to inspect. 3. Contractor to install Helifix Bars are required 4. Repair area to match existing 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1977	Tiles adjacent to lift area	See section 5.9.1	See section 5.9.2	
1978	Wall adjacent to entrance of carpark	<p>Junction between tiles and wall has not been sealed.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Building Code of Australia</p> <ul style="list-style-type: none"> Section F Damp and Weatherproofing Part F1 Damp and Weatherproofing Sections FO1 and FF1.2. <p>This is a breach because the building is not constructed in a manner so as to provide adequate weatherproofing of the building's envelope.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification and potential loss of amenity.</p>	Fit a suitable foam backing rod and apply suitable mastic sealant to weatherproof the joint.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Level 2				
1979	Windows frames adjacent to room 205 on western wall	See section 5.9.1	See section 5.9.2	
1980	Window bulkhead adjacent to room 205	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1981	Windows frames on western wall	See section 5.9.1	See section 5.9.2	
1982	Windows adjacent to room 206	<p>Construction debris observed on external façade of building.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1983	Architrave of data room door	See section 5.14.1 Separation (mm); 1.5mm	See section 5.14.2	
1984	Door frame above room 203	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1985	Skirting board adjacent to fire hose reel room	See section 5.14.1 Separation (mm); 1.5mm	See section 5.14.2	
1986	Exit door to carpark	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Level 3				
1987	Front entry door of room 304	See section 5.10.1	See section 5.10.2	
1988	Windows at the northern end of the western wall	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1989	Windows frames on western wall	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1990	Western wall window frames adjacent to room 306	See section 5.9.1	See section 5.9.2	
1991	Window bulkhead adjacent to room 306	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1992	External façade southern return wall windows	<p>Construction debris observed on external façade of building.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
1993	Architrave of room 404	<p>See section 5.14.1</p> <p>Separation; 1.5mm</p>	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1994	Exit to carpark door frame	<p>Damaged to door frame as a result of door stopper installation.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Fix/replace architrave damaged by door stop installation. 3. Clean up the work area. 	
1995	Skirting board adjacent to fire hose reel on northern end	<p>See section 5.14.1</p> <p>Separation; 1.5mm</p>	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1996	<i>Return wall to northern lifts</i>	See section 5.13.1	See section 5.13.2	
1997	<i>Tile angle of return wall to northern lifts</i>	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
1998	Door of sprinkler riser room adjacent to carpark entrance	See section 5.5.1	See section 5.5.2	
1999	Sprinkler riser room	<p>Conduit penetrations through slab have not been sealed.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a), (B) and (c). <p>Building Code of Australia (BCA), Volume 1</p> <ul style="list-style-type: none"> Section C Fire Resistance Part CO1 Performance Requirements CF2 & CP8. <p>This is a breach of the BCA as it requires suitable fire resistant elements to prevent spread of fire between separate levels</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	Provide suitable complying fire collars where fitment is achievable or install suitable fire resistant plasterboard enclosure around the pipe penetrations to achieve required fire separation levels and compliance with BCA requirements.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2000	Door frame of entrance to carpark	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Level 4				
2001	Window frames on northern wall adjacent to room 401	See section 5.8.1	See section 5.8.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2002	External façade of building	<p>Construction debris observed on external façade of building.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
2003	Skirting board adjacent to unit 401	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2004	Skirting board on northern wall adjacent to windows	See section 5.14.1 Separation; 2mm	See section 5.14.2	
2005	Skirting board along northern and southern walls in hallway	See section 5.14.1 Separation; 2mm	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2006	Eastern wall skirting board adjacent to room 407	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	
2007	Western hallway lobby	Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm. Home Building Act (NSW) 1989 <ul style="list-style-type: none">Part 2C, 18B (a) and (c). Guide to Standards and Tolerances 2017 <ul style="list-style-type: none">Section 2.8 Levelness of flooring This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017. Loss Suffered Loss suffered is cost of rectification.	Further investigation required to identify the source of displacement in flooring.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2008	Western wall adjacent to entrance to pool and gym area	See section 5.13.1	See section 5.13.2	
2009	Wall adjacent to female toilet sheet joint	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2010	Door of male toilet outside gym	See section 5.5.1	See section 5.5.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2011	Male toilet shower recess	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2012	Male toilet outside shower recess	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2013	Door of female toilet outside gym	See section 5.5.1	See section 5.5.2	

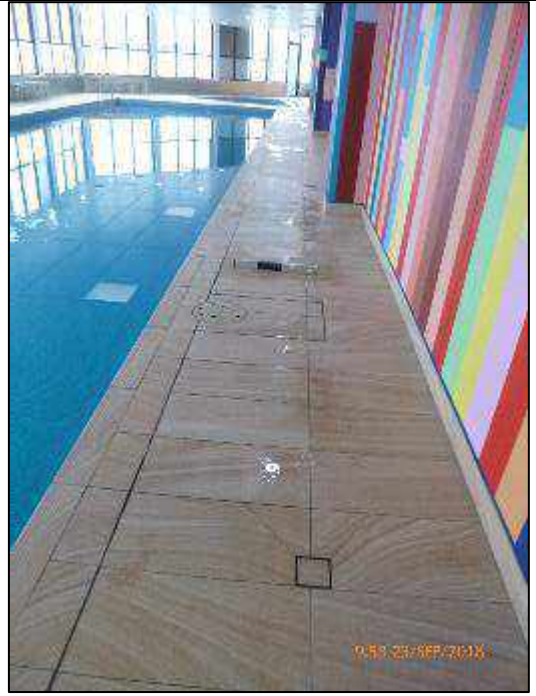

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2014	Female toilet shower recess	See section 5.1.1 Falls (mm); 8/1000	See section 5.1.2	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2015	Female toilet outside shower recess	See section 5.1.1 Falls (mm); 5/1000	See section 5.1.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2016	<i>Eastern wall skirting board in gym</i>	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	
2017	<i>Northern wall window frames in gym</i>	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2018	Northern wall skirting board in gym	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	
2019	Northern window frames in pool area	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2020	<i>Tiles on eastern wall</i>	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2021	Perimeter of pool and spa area	See section 5.2.1 Falls (mm); 1/1000	See section 5.2.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2022	Windows frames throughout the pool area	See section 5.9.1	See section 5.9.2	

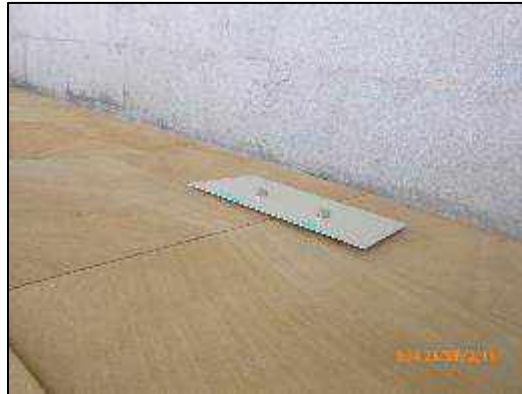
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2023	Pool Tiles	<p>Leeching observed in grout of tiles in pool area.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 12.6 Grouting and joints <p>This is a defect because the grout has not been applied as intended by the manufacturer as outlined in Section 12.6 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of leeching.	 


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2024		<p>Excessive staining observed on sandstone tiles surrounding pool area.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 12.2 Floor and wall tiling <p>This is a defect because the sandstone tiles have not been sealed as intended by the manufacturer as outlined in Section 12.2 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a qualified tradesman to clean and seal the sandstone tiles to prevent excessive staining.	
2025	Courtyard outside of pool area	<p>Construction debris observed on external façade of building.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2026	Step at entrance to courtyard area	See section 5.10.1	See section 5.10.2	
2027	Courtyard balustrade	See section 5.4.1	See section 5.4.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2028	Courtyard pool area outside	See section 5.2.1 Falls (mm); 7/1000	See section 5.2.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2029	Courtyard area	<p>Sandstone tiles around perimeter of the building have not been sealed.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Building Code of Australia</p> <ul style="list-style-type: none"> Section F Damp and Weatherproofing Part F1 Damp and Weatherproofing Sections FO1 and FF1.2. <p>This is a breach because the building is not constructed in a manner so as to provide adequate weatherproofing of the buildings envelope.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification and potential loss of amenity.</p>	Fit a suitable foam backing rod and apply suitable mastic sealant to weatherproof the joint.	
2030	Ceiling above fire exit door.	<p>Honeycombing on soffit of fire exit on eastern side of building.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>AS 3600 – 2009 – Concrete Structures</p> <p>4.10 REQUIREMENTS FOR COVER TO REINFORCING STEEL AND TENDONS</p> <p>4.10.1 General</p> <p>The cover to reinforcing steel and tendons shall be the greatest of the values</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Break away all drummy concrete 3. Install high-build mortar in accordance with manufacturers recommendation to match existing profile 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		<p>determined from Clauses 4.8, 4.10.2 and 4.10.3, as appropriate, unless exceeded by the requirements for fire resistance given in Section 5.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>		
2031	Courtyard sandstone balustrade	<p>Bolts throughout perimeter creating a step hazard reducing the height of balustrade.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Building Code of Australia</p> <ul style="list-style-type: none"> Section D Access and Egress D2.16 – Barriers to prevent falls Table 2.16a <p>This is a breach because the building is not constructed in a manner so as to provide safe barriers to prevent falls.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	Non-compliant bolts be removed and replaced or modified with a compliant system.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2032	Rendered balustrade adjacent to air conditioner unit	<p>Missing area of render adjacent to air conditioner unit.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Crack categories are assessed in accordance with Section 3.02. Cracks are classed as exceeding Category 1. <p>AS2870-2011 Residential footings and slabs</p> <ul style="list-style-type: none"> Crack categories are assessed in accordance with Table C1 CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS Cracks exceed Category 1 but do not exceed damage Category 2. <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove cracked rendered surfaces to closest architectural line 3. Install new render to blend into the existing surface 4. Repaint to match existing using suitable external paint system in accordance with AS2311. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2033	Courtyard stairs to pool area.	<p>Missing area of render to base of stairs.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Crack categories are assessed in accordance with Section 3.02. Cracks are classed as exceeding Category 1. <p>AS2870-2011 Residential footings and slabs</p> <ul style="list-style-type: none"> Crack categories are assessed in accordance with Table C1 CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS Cracks exceed Category 1 but do not exceed damage Category 2. <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove cracked rendered surfaces to closest architectural line 3. Install new render to blend into the existing surface 4. Repaint to match existing using suitable external paint system in accordance with AS2311. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2034	Courtyard balustrade	<p>Markings on sandstone balustrade on perimeter of courtyard.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Level 5				
2035	Western elevation window frames	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2036	Western elevation window frames	See section 5.9.1	See section 5.9.2	
2037	Frames around all entry door to units	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2038	Throughout level 5 common areas	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2039	Level 5 hallway	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2040	Northern elevation windows	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2041	Northern elevation windows	See section 5.8.1	See section 5.8.2	 



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Level 6				
2042	Level 6 Western lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2043	Western window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2044	Southern end of western window frames	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	
2045	Wall adjacent to door of Unit 602	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2046	Wall adjacent to telecommunications room	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2047	Level 6 Eastern lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2048	Eastern window frames	See section 5.9.1	See section 5.9.2	
2049	Ceiling sheet joint adjacent to unit 608	See section 5.14.1	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Level 7				
2050	Level 7 Western lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2051	Western window frames	See section 5.9.1	See section 5.9.2	
2052	Ceiling adjacent to water meter	See section 5.13.1	See section 5.13.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2053	Eastern window frames	See section 5.9.1	See section 5.9.2	
2054	Architraves throughout level 7	<p>Nail fixing in architrave has not been filled prior to painting.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 13.3 Nail and screw fixings <p>This is a defect because the nail penetration has not been filled as intended by the manufacturer as outlined in Section 13.3 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately fix/replace architrave to around door. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss suffered is cost of rectification.		
Common areas – Level 8				
2055	Level 8 Western lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2056	Architraves throughout level 8	<p>Nail fixing in architrave has not been filled prior to painting.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 13.3 Nail and screw fixings <p>This is a defect because the nail penetration has not been filled as intended by the manufacturer as outlined in Section 13.3 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately fix/replace architrave to around door. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2057	Western window frames	See section 5.9.1	See section 5.9.2	
2058	Ceiling between room 801 and telecommunications room	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2059	Wall adjacent to room 805	See section 5.14.1	See section 5.14.2	 A photograph showing a corner of a room with white walls and a white ceiling. There is a visible defect or gap in the wall near the ceiling. A timestamp '04 OCT 2015' is visible in the bottom right corner of the photo.
2060	Garbage and AC plant room door	See section 5.10.1	See section 5.10.2	 A photograph of a light-colored wooden door set in a white frame. A sign is posted on the door. To the left of the door is a window with multiple panes. A timestamp '10-43 04/11/2015' is visible in the bottom right corner of the photo.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2061	Eastern window frames	See section 5.9.1	See section 5.9.2	
2062	Eastern window frames	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2063	Wall adjacent to room 805	See section 5.13.1	See section 5.13.2	
2064	Level 8 Eastern lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Level 9				
2065	Level 9 Western lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2066	Ceiling sheet joint adjacent to unit 903 storage room	See section 5.14.1	See section 5.14.2	 A photograph showing a close-up of a ceiling sheet joint in a storage room. The joint is visible as a horizontal line across the ceiling. A yellow date stamp '04/10/2015' is visible in the bottom right corner of the photo.
2067	Western window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a window frame in a room. The frame is dark and appears to be made of wood or metal. A yellow date stamp '04/10/2015' is visible in the bottom right corner of the photo.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2068	Wall adjacent to unit 901	See section 5.10.1	See section 5.10.2	 A photograph showing a close-up of a wall surface. A diagonal line of discoloration or staining runs from the bottom left towards the top right. A small portion of a yellow and red striped object is visible in the bottom left corner. A timestamp '045 20/07/2015' is in the bottom right.
2069	Ceiling adjacent to unit 902	See section 5.10.1	See section 5.10.2	 A photograph showing a close-up of a ceiling surface. A diagonal line of discoloration or staining runs from the bottom left towards the top right. A timestamp '045 20/07/2015' is in the bottom right.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2070	Level 9 Eastern lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	
2071	Eastern windows frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2072	Eastern window frames	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2073	Architraves throughout level 9	<p>Nail fixing in architrave has not been filled prior to painting.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 13.3 Nail and screw fixings <p>This is a defect because the nail penetration has not been filled as intended by the manufacturer as outlined in Section 13.3 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately fix/replace architrave to around door. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Level 10				
2074	Level 10 western lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2075	Western window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a dark-colored window frame. The frame appears to be made of wood or a similar material. There is a visible gap or defect in the frame where it meets the wall. The date and time '14:18:54/06.07.2018' are visible in the bottom right corner of the image.
2076	Western window frames	See section 5.7.1	See section 5.7.2	 A photograph showing a close-up of a dark-colored window frame. The frame appears to be made of wood or a similar material. There is a visible gap or defect in the frame where it meets the wall. The date and time '14:18:54/06.07.2018' are visible in the bottom right corner of the image.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2077	<i>Southern wall of western lobby</i>	<p>Peaking of plasterboard was observed throughout wall.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 10.18 Peaking in plasterboard <p>This is a defect because the plasterboard was not set as intended by the manufacturer as outlined in Section 10.18 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately re-set the affected areas. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	
2078	<i>Walls and ceiling throughout Level 10 lobby</i>	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2079	Architraves throughout level 10	<p>Nail fixing in architrave has not been filled prior to painting.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 13.3 Nail and screw fixings <p>This is a defect because the nail penetration has not been filled as intended by the manufacturer as outlined in Section 13.3 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately fix/replace architrave to around door. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2080	Level 10 eastern lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	
2081	Eastern window frames	<p>Window was observed to be cracked from the outside.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the glass has not been finished in a proper workmanlike manner that would prevent loss of appearance and loss of durability of the building.</p> <p>Loss Suffered</p>	Replace glass panel in window frame to match existing in accordance with manufacturers specifications.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss suffered is cost of rectification.		
2082	Eastern window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2083	Eastern window frames	See section 5.7.1	See section 5.7.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Level 11				
2084	Level 11 western lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2085	Throughout level 11 walls	<p>Peaking of plasterboard was observed throughout wall.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 10.18 Peaking in plasterboard <p>This is a defect because the plasterboard was not set as intended by the manufacturer as outlined in Section 10.18 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately re-set the affected areas. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	
2086	Ceiling to wall junction throughout the level 11 lobby	See section 5.10.1	See section 5.10.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2087	Western window frames	See section 5.9.1	See section 5.9.2	
2088	Architraves throughout level 11	<p>Nail fixing in architrave has not been filled prior to painting.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately fix/replace architrave to around door. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Guide to Standards and Tolerances 2017 <ul style="list-style-type: none"> Section 13.3 Nail and screw fixings <p>This is a defect because the nail penetration has not been filled as intended by the manufacturer as outlined in Section 13.3 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>		
2089	Throughout level 11 lobby walls	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2090	Level 11 eastern lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2091	Eastern window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Level 12				
2092	Level 12 western lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2093	Skirting boards adjacent to western window frames	See section 5.10.1	See section 5.10.2	
2094	Western window frames	<p>Final clean of grout under western windows has not been undertaken.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2095	Western window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2096	Architraves throughout level 12	<p>Nail fixing in architrave has not been filled prior to painting.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 13.3 Nail and screw fixings <p>This is a defect because the nail penetration has not been filled as intended by the manufacturer as outlined in Section 13.3 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately fix/replace architrave to around door. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2097	Wall adjacent to unit 1202	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2098	Wall above unit 1201	<p>Peaking of plasterboard was observed throughout wall.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 10.18 Peaking in plasterboard <p>This is a defect because the plasterboard was not set as intended by the manufacturer as outlined in Section 10.18 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately re-set the affected areas. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2099	Level 12 eastern lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2100	Eastern window frames	See section 5.9.1	See section 5.9.2	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2101	Wall adjacent to eastern window frames	See section 5.13.1	See section 5.13.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Level 13				
2102	Level 13 western lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2103	Walls throughout level 13 lobby	<p>Peaking of plasterboard was observed throughout wall.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 10.18 Peaking in plasterboard <p>This is a defect because the plasterboard was not set as intended by the manufacturer as outlined in Section 10.18 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately re-set the affected areas. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2104	Western window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a window frame. The frame is dark, and the glass is partially visible. There is a small, light-colored mark or defect on the frame. A vertical orange and blue watermark is visible on the left side of the image.
2105	Walls and ceiling throughout level 13 lobby	See section 5.10.1	See section 5.10.2	 A photograph showing a corner of a room with a white wall and a white ceiling. The lighting is dim, and the image is slightly blurry. A small orange and blue watermark is visible in the bottom right corner of the image.



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2106	Architraves throughout level 13	<p>Nail fixing in architrave has not been filled prior to painting.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 13.3 Nail and screw fixings <p>This is a defect because the nail penetration has not been filled as intended by the manufacturer as outlined in Section 13.3 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately fix/replace architrave to around door. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2107	Level 13 eastern lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	
2108	Eastern window frames	<p>Final clean of grout under eastern windows has not been undertaken.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss Suffered Loss suffered is cost of rectification.		
2109	Eastern window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Level 14				
2110	Level 14 western lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2111	Ceiling adjacent to unit 1401	See section 5.10.1	See section 5.10.2	
2112	Western window frames	See section 5.9.1	See section 5.9.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2113	Western window frames	<p>Final clean of grout under western windows has not been undertaken.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	 <p>A close-up photograph of a dark window frame. The grout between the frame and the wall is dirty and uneven. A date stamp '4/35 8/01/2015' is visible in the bottom right corner.</p>
2114	Walls and ceiling throughout level 14 lobby	See section 5.10.1	See section 5.10.2	 <p>A photograph showing the corner where a wall meets a ceiling. The surfaces appear to be made of a light-colored material, possibly plaster or drywall, and show some minor discoloration or staining. A date stamp '4/35 8/01/2015' is visible in the bottom right corner.</p>



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2115	Wall adjacent to unit 1403	See section 5.14.1	See section 5.14.2	
2116	Level 14 eastern lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	

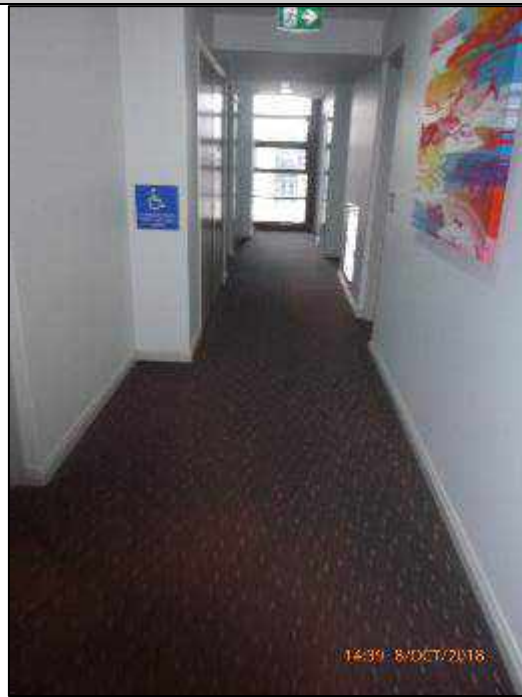
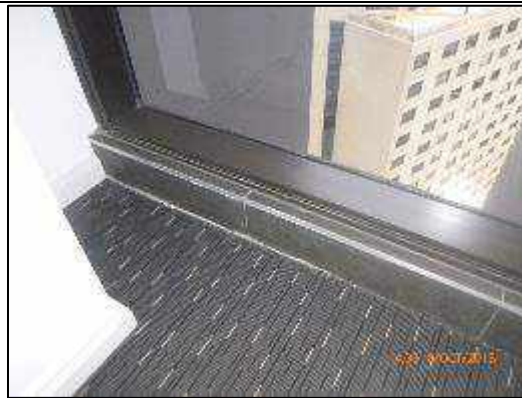
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2117	Eastern window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a dark-colored window frame. The frame appears to be made of wood or a similar material. There is a visible gap or defect in the frame, possibly where it meets the wall or another part of the frame. The background is a light-colored wall.
2118	Eastern window frames northern elevation	See section 5.13.1	See section 5.13.2	 A photograph showing a close-up of a dark-colored window frame. The frame appears to be made of wood or a similar material. There is a visible gap or defect in the frame, possibly where it meets the wall or another part of the frame. The background is a light-colored wall.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2119	Eastern window frames	See section 5.7.1	See section 5.7.2	 A close-up photograph of a window frame. The frame is made of a light-colored material, possibly wood or composite, and shows signs of wear and discoloration. The glass pane is visible, and the frame appears to be part of a larger window unit.
2120	Architraves throughout level 14	<p>Nail fixing in architrave has not been filled prior to painting.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately fix/replace architrave to around door. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	 A photograph of an architrave, which is a decorative molding around a door or window. The architrave is white and shows signs of wear, including a visible nail hole and some discoloration. The background is a plain wall.


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Guide to Standards and Tolerances 2017 <ul style="list-style-type: none"> Section 13.3 Nail and screw fixings <p>This is a defect because the nail penetration has not been filled as intended by the manufacturer as outlined in Section 13.3 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>		
Common areas – Level 15				
2121	Level 15 western lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2122	Western window frames	See section 5.9.1	See section 5.9.2	 A photograph showing a close-up of a window frame. The frame is dark, and the glass is slightly discolored or dirty. The image is taken from an angle, showing the frame's profile and the glass pane. A timestamp in the bottom right corner reads "14:38 8/OCT/2018".
2123	Wall above unit 1501 sheet joint	See section 5.14.1	See section 5.14.2	 A photograph showing a close-up of a wall surface. The wall appears to be made of large, light-colored panels or sheets. There is a visible vertical joint or seam in the wall. The image is slightly blurry. A timestamp in the bottom right corner reads "14:38 8/OCT/2018".



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2124	Walls and ceiling throughout level 15 lobby	See section 5.10.1	See section 5.10.2	
2125	Wall adjacent to room 1503	<p>Peaking of plasterboard was observed throughout wall.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 10.18 Peaking in plasterboard <p>This is a defect because the plasterboard was not set as intended by the manufacturer as outlined in Section 10.18 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately re-set the affected areas. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2126	Level 15 eastern lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	
2127	Eastern window frames	<p>Final clean of grout under eastern windows has not been undertaken.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss Suffered Loss suffered is cost of rectification.		
2128	Eastern window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2129	Eastern window frames	See section 5.7.1	See section 5.7.2	 <p>A photograph showing a close-up of a window frame. The frame appears to be made of metal or wood and is set into a wall. There is a visible gap or defect in the frame, possibly where it meets the wall or the glass. The lighting is somewhat dim, and the image is slightly blurry. In the bottom right corner of the photo, there is a small orange timestamp that reads '439 8/04/2015'.</p>



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Level 16				
2130	Level 16 western lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2131	<i>Walls throughout level 16 lobby</i>	<p>Peaking of plasterboard was observed throughout wall.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 10.18 Peaking in plasterboard <p>This is a defect because the plasterboard was not set as intended by the manufacturer as outlined in Section 10.18 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately re-set the affected areas. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	
2132	<i>Wall and ceiling junction throughout level 16 lobby</i>	See section 5.10.1	See section 5.10.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2133	Western window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2134	Western window frames	See section 5.7.1	See section 5.7.2	 <p>A photograph showing a close-up of a dark-colored window frame. The frame appears to be made of wood or a similar material. There is a visible gap or defect in the frame, particularly around the top and right edges. The background shows a bright, overexposed area, possibly a wall or a window looking out onto a bright day. In the bottom right corner of the photograph, there is a small orange timestamp that reads '1440 18/OCT/2019'.</p>


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2135	Architraves throughout level 16	<p>Nail fixing in architrave has not been filled prior to painting.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 13.3 Nail and screw fixings <p>This is a defect because the nail penetration has not been filled as intended by the manufacturer as outlined in Section 13.3 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately fix/replace architrave to around door. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2136	Wall adjacent to unit 1603 storage room	See section 5.14.1	See section 5.14.2	
2137	Level 16 eastern lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2138	Eastern window frames	See section 5.8.1	See section 5.8.2	 A photograph showing a close-up of a dark-colored window frame. The frame appears to be made of metal or wood and is set into a light-colored wall. The window is slightly open, and a view of a city street with buildings is visible through the glass. The text 'PARKROYAL' is visible on a building in the background. A timestamp '2012/05/24 14:00' is visible in the bottom right corner of the photo.
2139	Eastern window frames	See section 5.7.1	See section 5.7.2	 A photograph showing a close-up of a dark-colored window frame. The frame is set into a light-colored wall. The window is closed, and the glass is visible. A timestamp '2012/05/24 14:00' is visible in the bottom right corner of the photo.


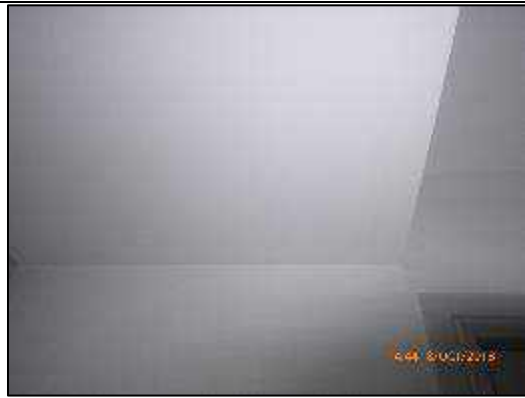
Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2140	Eastern window frames northern elevation wall	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Level 17				
2141	Level 17 western lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2142	Ceiling adjacent to unit 1701	<p>Peaking of plasterboard was observed throughout wall.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 10.18 Peaking in plasterboard <p>This is a defect because the plasterboard was not set as intended by the manufacturer as outlined in Section 10.18 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately re-set the affected areas. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2143	Western window frames	See section 5.9.1	See section 5.9.2	
2144	Western window frames	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2145	Wall adjacent to western window frames	See section 5.13.1	See section 5.13.2	
2146	Architraves throughout level 17	<p>Nail fixing in architrave has not been filled prior to painting.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 13.3 Nail and screw fixings <p>This is a defect because the nail penetration has not been filled as intended by the manufacturer as outlined in Section 13.3 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Appropriately fix/replace architrave to around door. 3. Repaint to match existing using suitable internal paint system in accordance with AS2311. 4. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss suffered is cost of rectification.		
2147	Wall adjacent to telecommunications room	See section 5.14.1 Separation; 1mm	See section 5.14.2	
2148	Wall adjacent to unit 1703 storage room sheet joint	See section 5.14.1	See section 5.14.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2149	Level 17 eastern lobby	<p>Concrete substrate appears to be not level. Displacement of substrate was measured to be greater than 4mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.8 Levelness of flooring <p>This is a defect because the floor levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 2.8 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	Further investigation required to identify the source of displacement in flooring.	
2150	Eastern window frames	See section 5.9.1	See section 5.9.2	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2151	Eastern window frames	<p>Final clean of grout under eastern windows has not been undertaken.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2152	Wall adjacent of eastern window frames	See section 5.13.1	See section 5.13.2	
2153	Eastern window frames	See section 5.7.1	See section 5.7.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
Common areas – Fire stairs				
2154	Level 17 eastern fire stairs	<p>Honeycombing observed throughout fire stairs</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>AS 3600 – 2009 – Concrete Structures</p> <p>4.10 REQUIREMENTS FOR COVER TO REINFORCING STEEL AND TENDONS</p> <p>4.10.1 General</p> <p>The cover to reinforcing steel and tendons shall be the greatest of the values determined from Clauses 4.8, 4.10.2 and 4.10.3, as appropriate, unless exceeded by the requirements for fire resistance given in Section 5.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Break away all drummy concrete 3. Install high-build mortar in accordance with manufacturers recommendation to match existing profile 	
2155	Level 17 eastern fire stairs	<p>Piping penetration through slab.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<p>Engage a fire engineer to certify penetration is in accordance with relevant standards.</p>	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2156	Level 12 eastern fire stairs	<p>Active leak observed in hydrant pipe.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage plumber to repair the leak appropriately.	



2157	Level 7 eastern fire stairs	<p>Piping penetration through wall.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<p>Engage a fire engineer to certify penetration is in accordance with relevant standards.</p>	
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Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
				



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2158	Level 6 eastern fire stairs	<p>Piping penetration through wall.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a fire engineer to certify penetration is in accordance with relevant standards.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2159	Level 3 eastern fire stairs	<p>Lights were observed to be non-functional.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 16.1 Electrical <p>This is a defect because the lights do not work as intended by the manufacturer as outlined in Section 16.1 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage an electrician to fix/replace lighting in accordance with fire engineer's specifications.	
2160	Ground level stair landing in eastern fire stairs	<p>Poorly finished concrete surface observed.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.11 Finish to concrete slabs <p>This is a defect because the concrete slab has not been finished as intended by the manufacturer as outlined in Section 2.11</p>	Engage a qualified tradesman to grind back the uneven concrete surface in accordance with AS3600 and manufacturers specifications.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		<p>of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>		
2161	Level 17 western fire stairs	<p>Honeycombing observed throughout fire stairs</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>AS 3600 – 2009 – Concrete Structures 4.10 REQUIREMENTS FOR COVER TO REINFORCING STEEL AND TENDONS 4.10.1 General The cover to reinforcing steel and tendons shall be the greatest of the values determined from Clauses 4.8, 4.10.2 and 4.10.3, as appropriate, unless exceeded by the requirements for fire resistance given in Section 5.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Break away all drummy concrete 3. Install high-build mortar in accordance with manufacturers recommendation to match existing profile 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2162	Level 10 western fire stairs	See section 5.14.1 Separation; 1.5mm	See section 5.14.2	
2163	Ground level western fire stairs	Exposed polystyrene boards creating a flammable hazard. Home Building Act (NSW) 1989 <ul style="list-style-type: none">Part 2C, 18B (a), (B) and (c). Building Code of Australia (BCA), Volume 1 <ul style="list-style-type: none">Section C Fire ResistancePart CO1Performance Requirements CP2 & CP7. This is a breach of the BCA as it requires the avoidance of the spread of fire. Loss Suffered Loss suffered is cost of rectification.	Install suitable fire-resistant plasterboard enclosure over the polystyrene boards to achieve required fire resistance and compliance with BCA requirements or remove the polystyrene boards if appropriate.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2164	Ground level western fire stairs	<p>Poorly finished concrete on ground level fire stairs.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Guide to Standards and Tolerances 2007</p> <p>Crack categories are assessed in accordance with Section 3.02.</p> <p>Cracks are classed as exceeding Category 2.</p> <p>Category 2 damage cracks are considered a defect and require repair work.</p> <p>AS2870-2011 Residential footings and slabs</p> <p>Crack categories are assessed in accordance with Table C1</p> <p>CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS</p> <p>Cracks exceed Category 2 damage.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Hold Point Engineer to inspect. 3. Contractor to install Helifix Bars are required 4. Repair area to match existing 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2165	Ground level western fire stairs adjacent to lighting conduit	See section 5.14.1 Separation; 1mm	See section 5.14.2	
Common areas – P4 carpark				
2166	Soffit of P4 carpark	<p>Embedment left in soffit of slab. Approximately 100 embedments observed throughout P4 carpark.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>AS 3600 – 2009 – Concrete Structures 4.10 REQUIREMENTS FOR COVER TO REINFORCING STEEL AND TENDONS 4.10.1 General The cover to reinforcing steel and tendons shall be the greatest of the values determined from Clauses 4.8, 4.10.2 and 4.10.3, as appropriate, unless exceeded by the requirements for fire resistance given in Section 5.</p> <p>Loss Suffered</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove corroded embedment 3. Break away all drummy concrete 4. Install high-build mortar in accordance with manufacturers recommendation to match existing profile 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss suffered is cost of rectification.		
2167	P4 carpark wall	See section 5.14.1 Separation; 2mm	See section 5.14.2	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2168	P4 carpark soffit of slab	<p>Uneven concrete surface on soffit above carpark of unit 407. Displacement of substrate was measured to be greater than 3mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 3.04 Tolerances in masonry construction. <p>This is a defect because the soffit levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 3.04 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a qualified tradesman to grind back the uneven concrete surface in accordance with AS3600 and manufacturers specifications.	
2169	P4 carpark soffit of slab	<p>Construction debris observed in soffit of slab adjacent to carpark 407.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss Suffered Loss suffered is cost of rectification.		
2170	Wall adjacent to sprinkler above fire hydrant room.	See section 5.14.1 Separation; 1mm	See section 5.14.2	



2171	Perimeter of P4 carpark	<p>Exposed reinforcement observed throughout perimeter of P4 carpark.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>AS 3600 – 2009 – Concrete Structures</p> <p>4.10 REQUIREMENTS FOR COVER TO REINFORCING STEEL AND TENDONS</p> <p>4.10.1 General</p> <p>The cover to reinforcing steel and tendons shall be the greatest of the values determined from Clauses 4.8, 4.10.2 and 4.10.3, as appropriate, unless exceeded by the requirements for fire resistance given in Section 5.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove corroded embedment 3. Break away all drummy concrete 4. Install high-build mortar in accordance with manufacturers recommendation to match existing profile 	 
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Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
				
2172	Western wall of P4 carpark adjacent to fire exit stairs.	<p>No fire collar observed on piping through blockwork.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a), (B) and (c). <p>Building Code of Australia (BCA), Volume 1</p> <ul style="list-style-type: none"> Section C Fire Resistance Part CO1 Performance Requirements CF2 & CP8. <p>This is a breach of the BCA as it requires suitable fire resistant elements to prevent spread of fire between separate levels</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	Provide suitable complying fire collars where fitment is achievable or install suitable fire resistant plasterboard enclosure around the pipe penetrations to achieve required fire separation levels and compliance with BCA requirements.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2173	Concrete floor surface between car spots 306 and 3703.	<p>Poorly finished concrete surface observed.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.11 Finish to concrete slabs <p>This is a defect because the concrete slab has not been finished as intended by the manufacturer as outlined in Section 2.11 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a qualified tradesman to grind back the uneven concrete surface in accordance with AS3600 and manufacturers specifications.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2174	P4 carpark soffit of slab	<p>Epoxy injection residue left in soffit above carpark of unit 4303.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
2175	Concrete floor surface at carpark of 4303.	<p>Poorly finished concrete surface observed.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.11 Finish to concrete slabs <p>This is a defect because the concrete slab has not been finished as intended by the manufacturer as outlined in Section 2.11</p>	Engage a qualified tradesman to grind back the uneven concrete surface in accordance with AS3600 and manufacturers specifications.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		<p>of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>		
2176	Concrete floor surface at shed for units 904 and 1104.	<p>Poorly finished concrete surface observed.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.11 Finish to concrete slabs <p>This is a defect because the concrete slab has not been finished as intended by the manufacturer as outlined in Section 2.11 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a qualified tradesman to grind back the uneven concrete surface in accordance with AS3600 and manufacturers specifications.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2177	Wall in cage of unit 1704.	<p>Poorly finished concrete surface observed.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.11 Finish to concrete slabs <p>This is a defect because the concrete slab has not been finished as intended by the manufacturer as outlined in Section 2.11 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	Engage a qualified tradesman to grind back the uneven concrete surface in accordance with AS3600 and manufacturers specifications.	
2178	Shed of unit 304	<p>Excessive dust observed throughout shed of unit 304, indicating final clean was not undertaken.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2179	P4 carpark soffit of slab in unit 2008.	<p>Epoxy crack injection residue left in soffit of slab.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
2180	Soffit of slab above carpark 1106.	<p>Uneven concrete surface on soffit above carpark of unit 1106. Displacement of substrate was measured to be greater than 3mm/2000mm.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 3.04 Tolerances in masonry construction. <p>This is a defect because the soffit levels exceed the maximum deviation as intended by the manufacturer as outlined in Section 3.04 of the Guide to Standards and Tolerances 2017.</p>	<p>Engage a qualified tradesman to grind back the uneven concrete surface in accordance with AS3600 and manufacturers specifications.</p>	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss Suffered Loss suffered is cost of rectification.		
2181	Cage of carpark 1707	<p>Corroded embedments observed in cage of carpark 1707.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>AS 3600 – 2009 – Concrete Structures</p> <p>4.10 REQUIREMENTS FOR COVER TO REINFORCING STEEL AND TENDONS</p> <p>4.10.1 General</p> <p>The cover to reinforcing steel and tendons shall be the greatest of the values determined from Clauses 4.8, 4.10.2 and 4.10.3, as appropriate, unless exceeded by the requirements for fire resistance given in Section 5.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove corroded embedment 3. Break away all drummy concrete 4. Install high-build mortar in accordance with manufacturers recommendation to match existing profile 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2182	Perimeter wall of P4 carpark	<p>Corroded embedments throughout the perimeter of P4 carpark wall. Approximately 200 embedments observed.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>AS 3600 – 2009 – Concrete Structures</p> <p>4.10 REQUIREMENTS FOR COVER TO REINFORCING STEEL AND TENDONS</p> <p>4.10.1 General</p> <p>The cover to reinforcing steel and tendons shall be the greatest of the values determined from Clauses 4.8, 4.10.2 and 4.10.3, as appropriate, unless exceeded by the requirements for fire resistance given in Section 5.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Remove corroded embedment 3. Break away all drummy concrete 4. Install high-build mortar in accordance with manufacturers recommendation to match existing profile 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2183	P4 carpark storage cage	<p>Uncontrolled water ingress into cage of carpark 1505.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Building Code of Australia</p> <ul style="list-style-type: none"> Section F Damp and Weatherproofing Part F1 Damp and Weatherproofing Sections FO1 and FF1.2. <p>This is a breach because the building is not constructed in a manner so as to provide adequate weatherproofing of the buildings envelope.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification and potential loss of amenity.</p>	<ol style="list-style-type: none"> 1. Remove the existing failed waterproofing membrane from the source of the water to bare substrate. 2. Apply a new NCC BCA compliant waterproof membrane after leveling the concrete substrate. 3. Provide waterproofing certification. 4. Make good damaged area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2184	Soffit of slab in cage of unit 1505.	<p>Water seepage observed through the soffit of slab.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>AS 4654 – 2012 Waterproofing membranes for external use</p> <p>Falls in finishes shall ensure water drains to the drainage outlet. Water shall not be retained on the finished surface with the exception of residual water remaining due to surface tension.</p> <p>The fall shall be in the structural substrate, or formed by a screed over the structural substrate.</p> <p>NOTE: Falls for surface drainage should be no flatter than 1 in 100.</p> <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 14.7 Ponding on waterproof decks and balconies/ <p>This is a defect because 'water ponds or does not drain' as outlined in Section 14.7 of the Guide to Standards and Tolerances 2017.</p>	<ol style="list-style-type: none"> 1. Remove existing tiles and screed in wet areas above drainage pipe. 2. Remove waterproofing back to bare concrete; 3. Apply suitable waterproofing with correct penetration, drainage, upturns and wall opening detailing. 4. Apply graded sand and cement screed with moisture retarder, achieve minimum fall requirements as per the B.C.A and AS 4654; 5. Waterproof over bedding before retiling; 6. Seal appropriately around all slab penetrations; 7. Apply tiles to screed with adequate quantity of adhesive to ensure sound bond; 8. Clean and make good. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2185	Storage cages of P4 carpark	<p>Missing concrete section in column between cages of units 2005 and 1505.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) & (c). <p>Guide to Standards and Tolerances 2017</p> <p>Crack categories are assessed in accordance with Section 3.02.</p> <p>Cracks are classed as exceeding Category 2 damage.</p> <p>Category 2 damage cracks are considered a defect and require repair work.</p> <p>AS2870-2011 Residential footings and slabs</p> <p>Crack categories are assessed in accordance with Table C1</p> <p>CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS</p> <p>Cracks exceed Category 2 damage.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Hold Point Engineer to inspect. 3. Contractor to install Helifix Bars as required. 4. Repair area to match existing 	



2186	Throughout carpark	P4	<p>Construction debris observed on columns of P4 carpark.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
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Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
				



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2187	Throughout P4 carpark	<p>Formwork plywood boards have been left throughout P4 carpark walls. Approximately 15 boards observed throughout the carpark.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
2188	P4 carpark flooring in unit 2906 carpark.	<p>Poorly finished concrete surface in carpark of unit 2906.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.11 Finish to concrete slabs <p>This is a defect because the concrete slab has not been finished as intended by the manufacturer as outlined in Section 2.11</p>	Engage a qualified tradesman to grind back the uneven concrete surface in accordance with AS3600 and manufacturers specifications.	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		<p>of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>		
2189	P4 carpark flooring column base	<p>Poorly finished concrete base of column between carpark 1404 and 1307.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.11 Finish to concrete slabs <p>This is a defect because the concrete slab has not been finished as intended by the manufacturer as outlined in Section 2.11 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a qualified tradesman to grind back the uneven concrete surface in accordance with AS3600 and manufacturers specifications.	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2190	Soffit above carpark 1305.	<p>Water ingress in soffit causing concrete spalling above unit 1305.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>AS 4654 – 2012 Waterproofing membranes for external use</p> <p>Falls in finishes shall ensure water drains to the drainage outlet. Water shall not be retained on the finished surface with the exception of residual water remaining due to surface tension.</p> <p>The fall shall be in the structural substrate, or formed by a screed over the structural substrate.</p> <p>NOTE: Falls for surface drainage should be no flatter than 1 in 100.</p> <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 14.7 Ponding on waterproof decks and balconies/ <p>This is a defect because 'water ponds or does not drain' as outlined in Section 14.7 of the Guide to Standards and Tolerances 2017.</p>	<ol style="list-style-type: none"> 1. Remove existing tiles and screed in wet areas above drainage pipe. 2. Remove waterproofing back to bare concrete; 3. Apply suitable waterproofing with correct penetration, drainage, upturns and wall opening detailing. 4. Apply graded sand and cement screed with moisture retarder, achieve minimum fall requirements as per the B.C.A and AS 4654; 5. Waterproof over bedding before retiling; 6. Seal appropriately around all slab penetrations; 7. Apply tiles to screed with adequate quantity of adhesive to ensure sound bond; 8. Clean and make good. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2191	P4 carpark flooring	<p>Poorly finished concrete surface between carparks 1406 and 1306.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 2.11 Finish to concrete slabs <p>This is a defect because the concrete slab has not been finished as intended by the manufacturer as outlined in Section 2.11 of the Guide to Standards and Tolerances 2017.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a qualified tradesman to grind back the uneven concrete surface in accordance with AS3600 and manufacturers specifications.	
2192	Throughout carpark P4	<p>Dusting of surface throughout P4 carpark.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	


Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2193	Soffit above carpark 1206.	<p>Staining of soffit adjacent to carpark 1206.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2194	P4 carpark soffit of slab	<p>Epoxy injection residue left in soffit above carpark of unit 2101.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	
2195	Soffit adjacent to P4 fire stairs	<p>Staining of soffit adjacent to P4 fire stairs on western elevation.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>This is a breach of part (a) of the act because the surface has not been finished in a proper workmanlike manner that would prevent loss of appearance to the surface.</p>	<ol style="list-style-type: none"> 1. Protect all adjoining surfaces. 2. Use a suitable cleaning agent to remove residue and clear debris. 3. Clean up the work area. 	



Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		Loss Suffered Loss suffered is cost of rectification.		
2196	Western P4 fire stairs	Poorly finished concrete surface observed. Home Building Act (NSW) 1989 <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). Guide to Standards and Tolerances 2017 <ul style="list-style-type: none"> Section 2.11 Finish to concrete slabs This is a defect because the concrete slab has not been finished as intended by the manufacturer as outlined in Section 2.11 of the Guide to Standards and Tolerances 2017. Loss Suffered Loss suffered is cost of rectification.	Engage a qualified tradesman to grind back the uneven concrete surface in accordance with AS3600 and manufacturers specifications.	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2197	Western wall of P4 fire stairs	See section 5.14.1 Separation; 1mm	See section 5.14.2	 

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2198	Drainage pipe in carpark 901	<p>Water penetration observed around drainage pipe in carpark of unit 901.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a) and (c). <p>AS 4654 – 2012 Waterproofing membranes for external use</p> <p>Falls in finishes shall ensure water drains to the drainage outlet. Water shall not be retained on the finished surface with the exception of residual water remaining due to surface tension.</p> <p>The fall shall be in the structural substrate, or formed by a screed over the structural substrate.</p> <p>NOTE: Falls for surface drainage should be no flatter than 1 in 100.</p> <p>Guide to Standards and Tolerances 2017</p> <ul style="list-style-type: none"> Section 14.7 Ponding on waterproof decks and balconies/ <p>This is a defect because 'water ponds or does not drain' as outlined in Section 14.7 of the Guide to Standards and Tolerances 2017.</p>	<ol style="list-style-type: none"> 1. Remove existing tiles and screed in wet areas above drainage pipe. 2. Remove waterproofing back to bare concrete; 3. Apply suitable waterproofing with correct penetration, drainage, upturns and wall opening detailing. 4. Apply graded sand and cement screed with moisture retarder, achieve minimum fall requirements as per the B.C.A and AS 4654; 5. Waterproof over bedding before retiling; 6. Seal appropriately around all slab penetrations; 7. Apply tiles to screed with adequate quantity of adhesive to ensure sound bond; 8. Clean and make good. 	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2199	Soffit adjacent to eastern firestairs	<p>Conduit piping has no fire collar on eastern fire stairs.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a), (B) and (c). <p>Building Code of Australia (BCA), Volume 1</p> <ul style="list-style-type: none"> Section C Fire Resistance Part CO1 Performance Requirements CF2 & CP8. <p>This is a breach of the BCA as it requires suitable fire-resistant elements to prevent spread of fire between separate levels</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	Provide suitable complying fire collars where fitment is achievable or install suitable fire resistant plasterboard enclosure around the pipe penetrations to achieve required fire separation levels and compliance with BCA requirements.	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2200	Eastern fire stairs door of P4	See section 5.9.1	See section 5.9.2	 A photograph showing a dark, possibly black, fire stairs door in a hallway. The door is slightly ajar, and the interior of the stairs is visible. A timestamp '12:25 23/SEP/2018' is visible in the bottom right corner.
2201	Western end of elevators	<p>Excessive noise observed at entrance to western end of elevators indicating doors have not been adequately sealed.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> Part 2C, 18B (a), (B) and (c). <p>Loss Suffered Loss suffered is cost of rectification.</p>	Engage a licenced tradesman to reseal door to prevent excessive noise to the area in accordance with manufacturers specifications.	 A photograph showing the entrance to the western end of elevators. The area is a hallway with white walls and a carpeted floor. A red 'P4' sign is visible on the left wall. An elevator door is visible in the background. A timestamp '12:30 23/SEP/2018' is visible in the bottom right corner.

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
2202	Soffit above entrance door to firestairs.	<p>Conduit penetration has no fire collar.</p> <p>Building Code of Australia (BCA), Volume 1</p> <ul style="list-style-type: none"> • Section C Fire Resistance • Part CO1 • Performance Requirements CF2 & CP8. <p>This is a breach of the BCA as it requires suitable fire-resistant elements to prevent spread of fire between separate levels</p> <p>Loss Suffered Loss suffered is cost of rectification.</p>	Provide suitable complying fire collars where fitment is achievable or install suitable fire resistant plasterboard enclosure around the pipe penetrations to achieve required fire separation levels and compliance with BCA requirements.	
2203	Soffit above unit 408 storage cage.	<p>Poor finish to entrance of unit 408 storage cage.</p> <p>Home Building Act (NSW) 1989</p> <ul style="list-style-type: none"> • Part 2C, 18B (a) & (c). <p>Guide to Standards and Tolerances 2017</p> <p>Crack categories are assessed in accordance with Section 3.02. Cracks are classed as exceeding Category 2 damage. Category 2 damage cracks are considered a defect and require repair work.</p>	<ol style="list-style-type: none"> 1. Protect all surrounding surfaces 2. Hold Point Engineer to inspect. 3. Contractor to install Helifix Bars as required. 4. Repair area to match existing 	

Item	Location	Defect description and Breach	Rectification	Photograph (if applicable)
		<p>AS2870-2011 Residential footings and slabs</p> <p>Crack categories are assessed in accordance with Table C1</p> <p>CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS</p> <p>Cracks exceed Category 2 damage.</p> <p>Loss Suffered</p> <p>Loss suffered is cost of rectification.</p>		

Report Conditions

We wish to clarify the terms and conditions applying to the provision of our Services.

In the unlikely event of a misunderstanding or mistake we will strive to resolve all your reasonable queries and complaints quickly and efficiently.

This report has been prepared for the Client mentioned above in accordance with the terms and conditions of appointment for the inspection as per the fee proposal.

Noviion Engineering Pty Ltd (ABN 63 607716 772) cannot accept any responsibility for any use of or reliance on the contents of this report by any third party.

All comments and recommendations mentioned in this report are based on our visual observations which are in line with our previous experience dealing similar issues. Unless noted otherwise, no destructive investigations were undertaken.

1 Subject to the terms of this Agreement You will pay Us the Fee and We will deliver the Report to You.

2 Scope of Report:

2.1 The Report shall be a Property Report and/or a Timber Pest Report, as You have requested Us to deliver.

3 Our Reports are on the following Terms:

3.1 We will visually inspect such parts of the Property as are reasonably accessible at the time of the Inspection.

3.2 We do not, for the purposes of the Inspection, remove, move, dismantle, unscrew or break apart any components including, but not limited to floor coverings, wall, ceiling or roof linings, insulation, debris, stored goods, furniture, soil or vegetation.

3.3 We make no representations and the contents of our Report make no warranty as to the suitability and fitness of the Property for Your requirements or any particular purpose.

3.4 The Report is provided subject to the qualifications and disclosures stated in it and in our letter of engagement.

3.5 Our liability is limited by these terms:

3.5.1 We do not report or advise on any question of law or any other information, including planning information or services relating to the Property.

3.5.2 We do not report minor defects or issues (including timber pests) unlikely to materially affect the use or value of the Property, or which it would be reasonable to expect would be repaired or replaced during the course of reasonably regular and prudent maintenance of the property, or any proposed renovations or construction.

3.5.3 We do not provide any estimates of costs or quotations for remedial work or the extent of any damage, any costs indications provided by Us are indicative only. Costs for remedial work may increase significantly after detailed measurement, investigation and quotation by a licensed contractor or quantity surveyor from whom advice should be sought concerning the cost and scope of remedial work required where We report a defect or other matter.

4 The Property Report shall report on the following:

4.1 The physical condition of the parts of the Property that were reasonably accessible at the time of our Inspection and that We were able to inspect.

5 The Property Report excludes:

5.1 We do not inspect or test pipe-work, or mechanical or electrical equipment including, but not limited to, air-conditioning equipment, alarms, spa equipment, saunas, steam room, burglar alarms, pool equipment, pool cleaners, hot water heaters, solar equipment, lifts, inclinators, sprinklers, fire protection equipment, water purifiers, filters, pumps, garage doors, other appliances or any materials and/or equipment forming part of the Property.

5.2 Common Property, except for the common area(s) immediately adjoining the property, as required by **AS 4349.1 for Standard Reports on Strata and Company Title Property. While we may provide comments about Common Property, it is your responsibility to check records and ensure the Scheme's funding is sufficient to cover accrued and reasonably foreseeable maintenance**

6 The Timber Pest Report shall report on the following:

6.1 The existence of timber pests or previous timber pest damage as revealed by the actual physical condition of the parts of the Property that were reasonably accessible at the time of our Inspection and that We were therefore able to inspect.

6.1.1 The Report is confined to reporting on the discovery or non-discovery of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (timber pests), present on the date of the Inspection. The Timber Pest Inspection does not cover any other timber pests and this Report does not comment on them. Dry wood termites (family: Kalotermitidae) are excluded from the Inspection.

6.2 Hazards in the property that arise as a result of timber pest damage.

6.3 Conditions at the property that are considered to be conducive to timber pest infestation and activity.

6.4 The susceptibility of the property improvements to timber pest infestation, activity and damage.

6.5 Recommendations for further investigations if found to be required or prudent.

7 The Timber Pest Report is carried out on the basis that:

7.1 No attempt will be made to assess the full extent of damage caused by current activity of timber pests or caused by prior activity of timber pests.

7.2 Nothing contained in the Timber Pest Report implies that any inaccessible or partly inaccessible areas or sections of the Property being inspected by the Inspector on the date of the Inspection were not, or have not been, infested by timber pests. A Timber Pest Report is neither a guarantee that an infestation or damage does not exist in any inaccessible or partly inaccessible areas or sections of the Property, nor a guarantee that future infestation of timber pests will not occur or be found.

7.3 If timber pest activity or damage is found either within the structures or the grounds of the Property, then extensive damage or extensive activity may exist in concealed or inaccessible areas, e.g. framing timbers. Damage to these areas may only be found when wall linings, cladding or insulation are removed to reveal previously concealed

timbers. We recommend further invasive inspections in such circumstances. This invasive inspection is known as an Extent of Damage Assessment and is costly to undertake. It is beyond the scope and extent of this Inspection.

8 The Timber Pest Report excludes:

- 8.1 An inspection of the Property other than for the existence of timber pest or previous timber pest damage.
- 8.2 An inspection of any tree less than 300mm in diameter.

9 Cancellation and Non-Access to Property:

- 9.1 If We are denied access to the Property, or You cancel the Report, or We cannot reasonably gain access to the Property without danger of injury or without trespass to the Property, We are not bound to deliver the Report and shall be entitled to receive from You our reasonable expenses, including costs incurred travelling to and from the Property and a reasonable sum for the time expended by us, or such cancellation fees as we may determine from time to time.

10 Payment:

- 10.1 The Report Fee shall be the Report Fee recorded in the Main Agreement and shall be paid when booking the Inspection or, at our discretion, as invoiced by us.
- 10.2 A Further Fee shall be charged for any further work requested by You at the rate of AU\$286 per hour plus reasonable travel travelling time and expenses.
- 10.3 Fees not fully paid shall incur an administration fee of 2% of the unpaid balance of the fees per month for each month such fees are outstanding. You further expressly agree that such administration fee is a fair value of the labour and some of the costs expended by us in the collection of any such unpaid balance.

11 Subsequent Investigations:

- 11.1 If, after receiving our Report/s, You have any concerns about the condition of the Property, We will carry out any further Inspection, and provide You with the Property and/or Timber Pest Report, as appropriate, for which We will charge You a fee.

12 Concerns, Unforeseen or Undetected Property Damage and other issues:

- 12.1 Where any concern, unforeseen or undetected property damage or other defects might lead to a claim against Us, it is a condition precedent to any such claim that You must:
 - 12.1.1 Notify Us in writing, attaching copies of any relevant documents in Your control, within 14 days of becoming aware of the basis of the claim.
 - 12.1.2 You must jointly inspect the Property with Us, and negotiate in good faith to reach an agreement as to the extent of the necessary repairs, and as to what extent, if any, We should pay for those repairs.
 - 12.1.3 You must allow Us to do all things that We deem necessary to investigate the claim including, but not limited to, opening and entering the Property for re-inspection and for the taking of samples.
 - 12.1.4 You must promptly take all necessary steps in liaison with Us to mitigate the cost of any associated repairs.
 - 12.1.5 You must allow Us to appoint a licensed contractor of our choice to make any repairs where We consider the repairs are necessary, and You must pay Us the cost of any enhancement to the Property or any repairs not our responsibility under this Agreement.
 - 12.1.6 You must, at our request, pursue any claim against a third party to recover any loss or damage suffered by You where possible. We will reimburse You for costs so incurred, and You must repay to Us any amount that We have so paid to You, to the extent it is recovered.
 - 12.1.7 If any claim by You or Us remains in dispute for more than 7 (seven) days, it shall be expeditiously resolved by a member of the Institute of Building Consultants acting as an expert and not as an arbitrator. You and We agree to brief the expert fully within 7 (seven) days of a notice of dispute by either of Us, and to be finally bound by the expert determination. The costs of such expert determination shall be shared equally by You and Us.

13 Claims and Excess:

- 13.1 In the unlikely event that any damage or timber pest is discovered that should reasonably have been reported in our Report, or in any oral on-site or telephonic advice, and was not so reported, We will cover the full the cost of any reasonably necessary repairs, subject to the following:
 - 13.1.1 An initial excess of \$3,000.00 is payable by You for any such claim.
 - 13.1.2 Where the cost of the repairs exceeds \$25,000.00 (including the excess payable by You), We will pay 50% of the cost of repairs in excess of \$25,000.00. This is because most remedial working in excess of \$25,000.00 will improve the Property and thus provide a benefit to You.
 - 13.1.3 You agree that all claims arising out this agreement will be brought solely against Us, and You indemnify all of our agents, subcontractors and employees in respect of any claim You may bring against them arising out of this agreement including, but not limited to reimbursement of any legal costs incurred by them or Us in defending such claim/s.
 - 13.1.4 You further indemnify us in respect of any claim You make against us that is not in accordance with this agreement. You acknowledge that this agreement may be used as a bar against any claim brought that is not in accordance with this agreement.

14 General:

- 14.1 You agree that the law applicable to this agreement is the law of New South Wales.
- 14.2 You are entitled to a signed copy of this agreement in the form that it was made within 5 (five) working days of it being entered into and, should We have omitted to provide one to You within this time, We will provide one to You immediately upon request.
- 14.3 If the services provided by Us do not constitute services of a kind ordinarily acquired for personal, domestic or household use, or consumption pursuant to the *Competition and Consumer Act* or equivalent or similar legislation, then our liability to You shall in the case of any and all loss sustained by You be limited, in our absolute discretion, to supplying our services again, or the payment of the cost of resupplying our services. We shall in no way be liable for any alleged consequential loss, damage, destruction, injury or harm of any nature whatsoever that may be caused to persons or property, arising directly or indirectly, from the use of the Property Report and/or Timber Pest Report.

- 14.4 All conditions and warranties implied by Statute, whether State, Commonwealth and/or at common law are hereby excluded so far as the law permits.
- 14.5 You warrant that You will read our Report fully, and will not rely instead on any oral advice received from us.
- 14.6 These Terms may only be varied in writing and constitute the entire agreement between the parties, and supersede and take precedence over all other communications between the parties, whether oral or written.
- 14.7 In the event of a conflict between the terms of this Schedule and the terms of the Main Agreement, the Main Agreement will prevail.
- 14.8 This report remains our property and We retain full copyright in the Report, and We may provide it to other persons, including other prospective purchasers for consideration.
- 15 Legal Advice:**
- 15.1 You should obtain Your own independent legal advice in respect of this agreement. In respect of any claim arising out of or associated with the Agreement, each party pays its own legal costs.
- 15.2 In the unlikely event that any dispute over our report or advice arises we will pay the cost of obtaining independent legal advice (from an agreed expert panel) on a "without prejudice" basis and have that advice provided to You in order to facilitate the resolution of the dispute.
- 16 No Liability to Third Parties:**
- 16.1 The Property Report and/or Timber Pest Report are made solely for Your use and benefit, and no liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the Property Report and/or Timber Pest Report wholly or in part. Further You agree not to copy either report in any form including email or hard copy. Any third party acting or relying on this Property Report and/or Timber Pest Report, whether in whole or in part, does so at their own risk.
- 17 Definitions:**
- 17.1 Unless the context otherwise requires, in these terms and conditions:
- **Inspection** means a visual examination of the Property in accordance with the requirements of AS 4349.1 'Inspection of Buildings Part 1: Property Inspections' (if a property Inspection) and/or the requirements of AS4349.3 'Inspection of Buildings Part 3: Timber Pest Inspections' (if a Timber Pest Inspection).
 - **Property** means the building or land to be inspected within the boundaries as indicated by fences. We do not view the Property from any adjoining property or other allotments.
 - **Unforeseen Property Damage** means damage that We should have reasonably identified in our Property and/or Timber Pest Reports and does not include damage that We would not have reasonably identified, or is attributable to the age of the Property, or damage that is normally incurred as part of the normal maintenance programme of the Property, considering the age and quality of the Property, or damage that may have occurred as a result of an act or omission by You or a third party employed by You to mitigate or repair damage or maintain the Property.
 - **We, Us and Our** means Noviiion Pty Ltd and includes such of its agents, servants and consultants as carry out the inspection.
 - **You and Your** means the person for whom the inspection is carried out and to whom the Report is addressed.
- 18 Additionally**
- This Report has been prepared in response to the instructions received by Noviiion Pty Ltd by the Client.
 - This Report and its contents are prepared for the use by the Client and may not be distributed to any third parties without the written approval of Noviiion Pty Ltd. Noviiion Pty Ltd provides no warranty for its contents to any third parties.
 - Noviiion Pty Ltd retains full copyright ownership in this Report. When full payment for the completion of this Report is received, Noviiion Pty Ltd grants a license to the Client to use this Report only for the purposes under which Noviiion Pty Ltd was instructed to prepare it.
 - The inspection/s undertaken to complete this Report included only those safely accessible areas and areas that were within the Noviiion Pty Ltd Engineer's line of sight and were close enough to enable reasonable appraisal.
 - Note the following in relation to the preparation of this Report:
 - destructive testing was not undertaken
 - insitu materials, vegetation, fixtures or other building elements were not removed or disturbed
 - furniture and other chattels were not moved
 - enquiries to planning or other authorities were not undertaken
 - minor faults are not highlighted in this Report unless when taken together they constitute an area of concern to be addressed.
 - This report does not consider the possible locations, affects, risks or otherwise general reporting of the presence of asbestos within the property.
 - Waterproofing of buildings is a challenging task. Typically water will penetrate the external envelope of every type of building. When water or the effects of water can be observed inside a structure it is likely that penetration has been occurring for some time often by multiple ingress mechanisms. To address all possible mechanisms is generally unnecessary and often requires destructive investigation and remediation works that is not cost-effective. It is our approach to provide practical, cost-effective solutions to waterproofing defects by identifying and addressing primary ingress mechanisms, and to then monitor the outcome of these solutions. It is possible that after a primary ingress mechanism has been rectified a secondary or tertiary mechanism is seen to be also contributing to a waterproofing defect, and may need to be addressed in the future.
 - Noviiion Pty Ltd limits its liability by producing this Report to a maximum of the value of the services it has provided for this item of work and will not be liable for any indirect or consequential loss or damages including loss of profits or loss of opportunity.
 - Works quantities where stated are estimates only. Final quantities cannot be confirmed until appropriate access and all investigative works are complete. Contractors shall allow for quantified items as a provisional sum to be adjusted up or down depending on the final quantity required. The Contractor is responsible for final measurement and quantification of work items.

- Note the following in relation to cost estimates in this Report:
 - Costs are estimates only based on estimated quantities and average market rates where available.
 - Costs above are exclusive of GST.
 - Costs are exclusive of consultancy fees for preparation of specifications, tender management and project supervision.
 - Access costs have not been allowed for. Grouping of project items should be conducted to allow for accurate estimates of access costs.

1 Annexure A - Expert Witness Code of Conduct



NCAT Procedural Direction 3 NSW CIVIL & ADMINISTRATIVE TRIBUNAL CHAIRPERSON'S DIRECTIONS EXPERT WITNESS CODE OF CONDUCT

In accordance with section 12(4) of the NSW Civil & Administrative Tribunal Act 2001, I make the following directions with respect to the conduct before the Tribunal of expert witnesses.

Application of Code

1. This code of conduct applies to any expert engaged to:
 - (a) provide a report as to his or her opinion for use as evidence in proceedings or proposed proceedings, or
 - (b) give opinion evidence in proceedings or proposed proceedings.

Parties to a proceeding must supply a copy of this direction to the expert witness retained by them.

These directions apply in all Divisions of the Tribunal. These directions do not apply to an expert appointed by the Tribunal under s 48N(2A) of the Home Building Act 1989.

General Duty to the Tribunal

2. An expert witness has an overriding duty to assist the Tribunal impartially on matters relevant to the expert's area of expertise.

An expert witness's paramount duty is to the Tribunal and not to the parties.

An expert witness is not an advocate for any party.

The Form of Expert Reports

3. A report by an expert witness must (in the body of the report or in an annexure) specify:
- (a) the person's qualifications as an expert;
 - (b) the field of expertise in which they are giving evidence;
 - (c) a statement of what the expert witness was asked to report about;
 - (d) the facts, matters and assumptions on which the opinions in the report are based (a letter of instructions may be annexed);
 - (e) reasons for each opinion expressed;
 - (f) if applicable that a particular question or issue falls outside his or her field of expertise;
 - (g) any literature or other materials utilised in support of the opinions; and
 - (h) any examinations, tests or other investigations, on which he or she has relied and identify, and give details of the qualifications of, the person who, carried them out.

If an expert witness who prepares a report believes that it may be incomplete or inaccurate without some qualification, that qualification must be stated in the report.

If an expert witness considers that his or her opinion is not a concluded opinion because of insufficient research or insufficient data or for any other reason, this must be stated when the opinion is expressed.

In the Home Building Division only:

- (a) If rectification or demolition or other alteration of premises is recommended, the report should detail the work recommended and the reason(s) for such recommendation;
- (b) the likely cost(s) involved; and
- (c) whether any alternative remedy or remedies are reasonably available.

Conflict of Interest

4. With respect to conflicts of interest, expert witnesses should at the earliest opportunity advise the Tribunal of any actual or perceived conflict of interest that may undermine the reporting function of the independent expert and excuse themselves from further involvement with the assignment.

Conflicts of interest exist when it is likely that an expert could be influenced, or could be seen to be influenced, by a personal interest in carrying out the assigned work. Some situations that may give rise to a conflict of interest are:

- (i) the expert witness having a financial interest in or with a party in dispute or having friends or relatives with such an interest;
- (ii) where the expert witness use the influence of their position to obtain opportunities for future employment, either for themselves, friends, relatives or associates;
- (iii) accepting a gift or benefit that is intended to or may be seen as intending to cause the expert witness to act in a partial manner in the course of his or her duties;
- (iv) having a personal, philosophical, religious, moral or political belief or attitude that could influence, or be seen to influence, the impartiality of advice given; and
- (v) having or developing personal relationships with a party or a relative or associate of a party to the dispute that goes beyond the level of a professional working.

Uniform Civil Procedure Rules 2005

Schedule 7 – Expert witness code of conduct

(Rule 31.23)

1 Application of code

This code of conduct applies to any expert witness engaged or appointed:

- (a) to provide an expert's report for use as evidence in proceedings or proposed proceedings, or
- (b) to give opinion evidence in proceedings or proposed proceedings.

2 General duties to the Court

An expert witness is not an advocate for a party and has a paramount duty, overriding any duty to the party to the proceedings or other person retaining the expert witness, to assist the court impartially on matters relevant to the area of expertise of the witness.

3 Content of report

Every report prepared by an expert witness for use in court must clearly state the opinion or opinions of the expert and must state, specify or provide:

- (a) the name and address of the expert, and
- (b) an acknowledgement that the expert has read this code and agrees to be bound by it, and
- (c) the qualifications of the expert to prepare the report, and
- (d) the assumptions and material facts on which each opinion expressed in the report is based (a letter of instructions may be annexed), and
- (e) the reasons for and any literature or other materials utilised in support of each such opinion, and
- (f) (if applicable) that a particular question, issue or matter falls outside the expert's field of expertise, and
- (g) any examinations, tests or other investigations on which the expert has relied, identifying the person who carried them out and that person's qualifications, and
- (h) the extent to which any opinion which the expert has expressed involves the acceptance of another person's opinion, the identification of that other person and the opinion expressed by that other person, and
- (i) a declaration that the expert has made all the inquiries which the expert believes are desirable and appropriate (save for any matters identified explicitly in the report), and that no matters of significance which the expert regards as relevant have, to the knowledge of the expert, been withheld from the court, and
- (j) any qualification of an opinion expressed in the report without which the report is or may be incomplete or inaccurate, and
- (k) whether any opinion expressed in the report is not a concluded opinion because of insufficient research or insufficient data or for any other reason, and
- (l) where the report is lengthy or complex, a brief summary of the report at the beginning of the report.

4 Supplementary report following change of opinion

- (1) Where an expert witness has provided to a party (or that party's legal representative) a report for use in court, and the expert thereafter changes his or her opinion on a material matter, the expert must forthwith provide to the party (or that party's legal representative) a supplementary report which must state, specify or provide the information referred to in clause 3 (a), (d), (e), (g), (h), (i), (j), (k) and (l), and if applicable, clause 3 (f).

(2) In any subsequent report (whether prepared in accordance with subclause (1) or not), the expert may refer to material contained in the earlier report without repeating it.

5 Duty to comply with the court's directions If directed to do so by the court, an expert witness must:

- (a) confer with any other expert witness, and
- (b) provide the court with a joint report specifying (as the case requires) matters agreed and matters not agreed and the reasons for the experts not agreeing, and
- (c) abide in a timely way by any direction of the court.

6 Conferences of experts

Each expert witness must:

- (a) exercise his or her independent judgment in relation to every conference in which the expert participates pursuant to a direction of the court and in relation to each report thereafter provided, and must not act on any instruction or request to withhold or avoid agreement, and
- (b) endeavour to reach agreement with the other expert witness (or witnesses) on any issue in dispute between them, or failing agreement, endeavour to identify and clarify the basis of disagreement on the issues which are in dispute.

2 Annexure B – CV of George Dahrie

ENGINEERING CONSULTANTS CV

GEORGE DAHRIE

QUALIFICATIONS

- Bachelor of Engineering, Civil/Structural
- Bachelor of Engineering, Environmental
- Chartered Engineer with the Institute of Engineers Australia
- Certificate IV in Building and Construction, Building Construction Technology
- NACE International Coatings Inspector
- Waterproofing Certification
- Asbestos Identification and Management Certificate
- IRATA rope access qualified
- Height Safety Awareness Certificate
- Occupational Health & Safety Induction Training for Construction Work




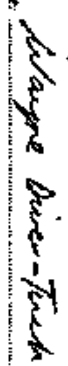
PROFESSIONAL MEMBERSHIP

- Institution of Engineers Australia
- Australasian Corrosion Association
- Qualified Building Supervisor

PROFESSIONAL EXPERIENCE

- Over ten years' experience in the building construction industry
- Initially working in the residential construction
- Started remedial consultancy work involving major civil and bridge diagnostics and supervision
- Inspected, reported and undertaking a wide range of Building Consultancy matters
- including:
 - Building defects and expert witness
 - Building diagnostics
 - Design and specification for remediation works
 - Technical supervision of remedial works
 - Project management for building projects
 - Chairing tender meetings and providing project tender evaluations
 - Client-side representative for works
 - Detailing client project specifications and requirements
 - Site supervision and verification
 - Construability assessment and construction support
 - High level cost estimations
 - Review of drawings for construction
 - Preparing and reviewing tenders
 - Structural defect assessment and preparing scope of works for structural remediation
 - General building defects assessment including waterproofing and damp penetration matters
 - Inspection of new building work for compliance with building codes, standards and quality of workmanship
 - Structural dilapidation
 - Inspection of facades (IRATA qualified)

3 Annexure C – Documents Provided

STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheets
Registered:  3.2.2017 Purpose: STRATA PLAN		Office Use Only
PLAN OF SUBDIVISION OF LOT 1 DP1225807		 SP94469 S
LGA: PARRAMATTA Locality: PARRAMATTA Parish: ST JOHN County: CUMBERLAND		Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only) The Owners - Strata Plan No 94469 330 CHURCH STREET, PARRAMATTA NSW 2150
Strata Certificate (Approved Form 5) (1) The Council is The Accredited Certifier: KETH APPS Accreditation Number: BPB.0012 has made the required inspections and is satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 and the Strata Schemes (Leasehold Development) Regulation 2007, have been complied with and reports if the proposed strata plan illustrated in the plan with this certificate. (2) The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with. (3) The strata plan is part of a development scheme. The Council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract in which it relates. (4) The building is not a public place and (a) The Council does not object to the attachment of the building beyond the alignment of (b) The accredited certifier is satisfied that the building complies with the relevant development consent which is in force and allows the attachment. (5) The approval is given on the condition that later street works or works in accordance with section 39 of the Strata Schemes (Leasehold Development) Act 1973 or section 48 of the Strata Schemes (Freehold Development) Act 1973		The adopted by-laws for the scheme are: together with, keeping of a minute book By-laws in <u>11</u> sheets filed with plan. which have been approved by the Owners Corporation under the type to be adopted (Schedule 2-3 Strata Schemes Management Regulation 2007)
Date: 28 NOVEMBER 2016 Subdivision No: 434-16 Relevant Development Consent No: 463/2016 Issued by: PARRAMATTA COUNCIL Signature:  Authorised Person/Consent Manager/Accredited Certifier		Surveyor's Certificate (Approved Form 3) Wayne Allen Dwyer-Tuck of JBW Surveyors Pty Ltd ACN 001 149 373 a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that: (1) Each applicable requirement of Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met (2) The building is not a public place. (a) The building encroaches on land (other than a public place) and an appropriate easement has been created by DP1225807 to permit the attachment to remain. (3) The survey information recorded in the accompanying location plan is accurate. Signature:  Date: 24th November 2016 * Strike through if inapplicable. * Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement
Signatures, Seals and Section 88b Statements should appear on STRATA PLAN FORM 3A		SURVEYORS REFERENCE: 124667-Parra-Resi-STG1

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

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheets

Office Use Only

Registered:  3.2.2017

SP94469

Office Use Only

PLAN OF

SUBDIVISION OF LOT 1 OP1225807.

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

- A Schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88B (Conveyancing Act 1919).
- Signatures and seals-as per 1950 Conveyancing Act 1990.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: **434-16**

Date of Endorsement: **28 NOVEMBER 2016**

SCHEDULE OF UNIT ENTITLEMENTS

DEVELOPMENT LOT

LOT	UE
93	95.433

AGGREGATE 20.000

LOT	UE	LOT	UE
1	4.8	41	5.0
2	6.6	42	4.8
3	3.7	43	4.9
4	4.8	44	4.7
5	4.8	45	3.8
6	4.9	46	4.9
7	4.8	47	4.9
8	4.8	48	5.0
9	6.6	49	4.8
10	3.9	50	4.9
11	4.8	51	6.7
12	4.8	52	4.0
13	4.9	53	4.9
14	4.8	54	4.9
15	4.8	55	5.0
16	6.6	56	4.8
17	3.8	57	4.9
18	4.9	58	6.7
19	4.9	59	3.6
20	5.0	60	4.9
21	4.8	61	4.9
22	4.9	62	5.0
23	6.6	63	4.8
24	4.0	64	4.9
25	4.9	65	6.7
26	4.9	66	4.0
27	5.0	67	4.9
28	4.8	68	4.9
29	4.9	69	5.0
30	6.6	70	4.8
31	3.8	71	4.9
32	4.9	72	6.7
33	4.9	73	3.9
34	5.0	74	5.0
35	4.8	75	5.0
36	4.9	76	5.1
37	6.6	77	4.8
38	4.0	78	5.0
39	4.9	79	6.7
40	4.9	80	4.1





A space is provided for additional resources sheet.

Warning Statement regarding the final Schedule of Unit Entitlement
 The Schedule of unit entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with section 280AA Strata Schemes (Freehold Development) Act 1973 or section 57AAA Strata Schemes (Freehold Development) Act 1988.

SUBJECT'S REFERENCE: 124647-Palma-Resi-ST01

\\Parramatta-330ChurchSt\Final\Stage1

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

STRATA PLAN ADMINISTRATION SHEET		Sheet 3 of 4 sheets
Registered:  3.2.2017	Office Use Only	
PLAN OF SUBDIVISION OF LOT 1 DP1225807.	SP94469	
Subdivision Certificate No: 434-16 Date of Endorsement: 28 November 2016	This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A Schedule of Unit Entitlements• Statements of intention to create and release affecting interests in accordance with section 810 Conveyancing Act 1971.• Signatures and seals-see 1950 Conveyancing Act 1970.• Any information which comes to the appropriate parcel of sheet 1 of the administration sheets.	
<p>PURSUANT TO SEC 808 OF THE CONVEYANCING ACT 1919 & SEC 7131 OF THE STRATA SCHEMES (FREEMOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:-</p> <p>1. EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH</p>		
<p>DIRECTOR</p> <p> </p> <p>DAVID CREMONA</p>		
<p>SECRETARY</p> <p></p> <p>ROBYN MCCULLY</p>		
<p>THIS PLAN CONTAINS A STRATA MANAGEMENT STATEMENT COMPRISING 24 SHEETS. THIS PLAN CONTAINS A STRATA DEVELOPMENT CONTRACT COMPRISING 10 SHEETS.</p> <p>If space is insufficient use additional signature sheet</p> <p>SURVEYORS REFERENCE: 124447-Parra-Resi-STG1</p>		

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

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  3.2.2017

PLAN OF

SP94469

SUBDIVISION OF LOT 1 DP1225807.

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

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

Subdivision Certificate No: 434-16
 Date of Endorsement: 28 November 2016

References to door numbers have not been investigated in the Department of Lands and do not form part of the plan for the purpose of the Strata Schemes (Freehold Development) Act 1973

LOT	DOOR	LOT	DOOR	LOT	DOOR
1	501	41	1007	81	1605
2	502	42	1008	82	1606
3	504	43	1101	83	1607
4	505	44	1102	84	1608
5	506	45	1104	85	1701
6	507	46	1105	86	1702
7	508	47	1106	87	1704
8	601	48	1107	88	1705
9	602	49	1108	89	1706
10	604	50	1201	90	1707
11	605	51	1202	91	1708
12	606	52	1204		
13	607	53	1205		
14	608	54	1206		
15	701	55	1207		
16	702	56	1208		
17	704	57	1301		
18	705	58	1302		
19	706	59	1304		
20	707	60	1305		
21	708	61	1306		
22	801	62	1307		
23	802	63	1308		
24	804	64	1401		
25	805	65	1402		
26	806	66	1404		
27	807	67	1405		
28	808	68	1406		
29	901	69	1407		
30	902	70	1408		
31	904	71	1501		
32	905	72	1502		
33	906	73	1504		
34	907	74	1505		
35	908	75	1506		
36	1001	76	1507		
37	1002	77	1508		
38	1004	78	1601		
39	1005	79	1602		
40	1006	80	1604		

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124647-Parra-Resi-STG1

\\Parramatta-330C\work\st\Final\Stage1

- NOTE:
1. LOT 1 D.P.1225607 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH
 2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 50)
 3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1225607

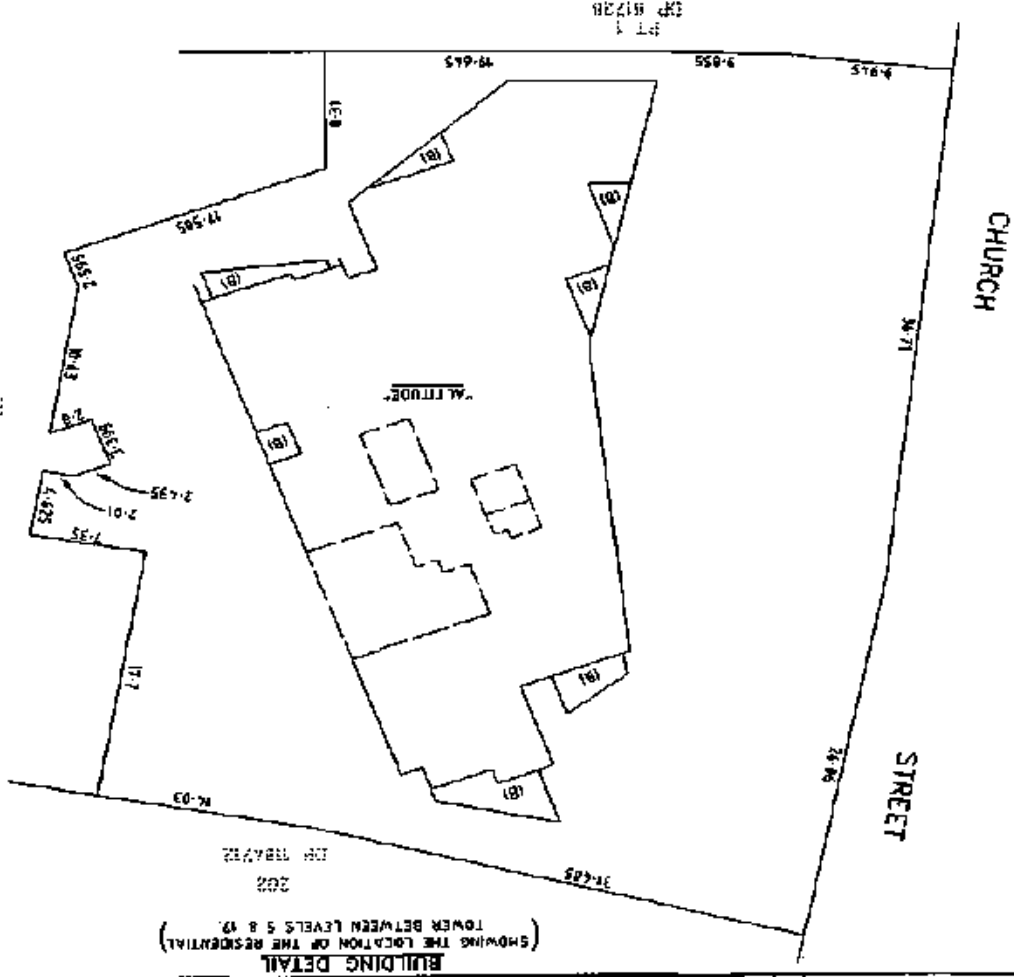
(B) DEMOLITION DRAINAGE
 PT 3 DEMOLITION PT 3 D.P.1225607

Surveyor: Wayne Allen Oliver-Tuck
 Surveyor's Ref: 124472-Farra-Rest-SE61
 Subdivision No: 434-18
 Lengths are in metres. Reduction Ratio 1:300

Registered
 3/22/2017

SP944469 P

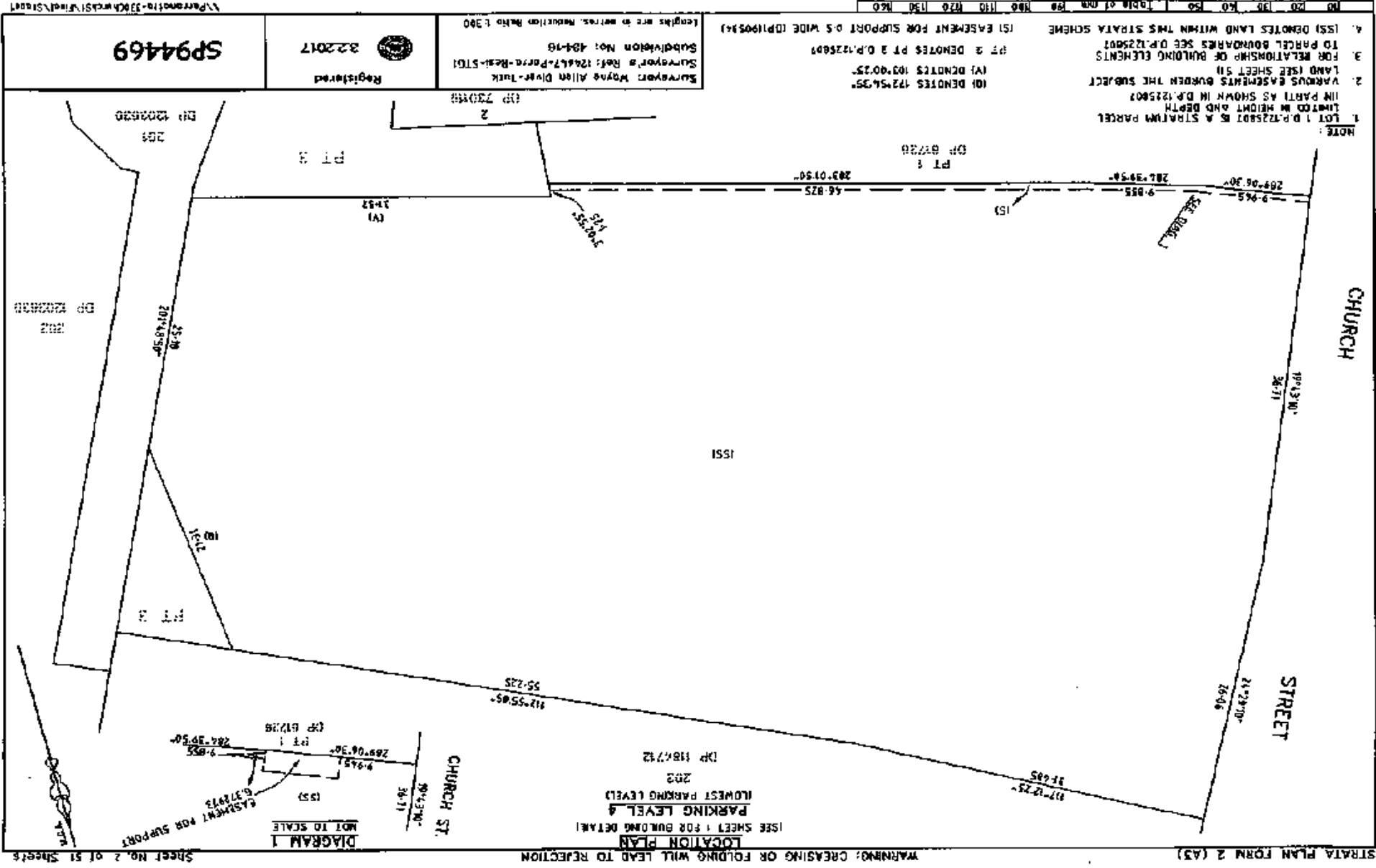
"ALTITUDE"
 CONCRETE, BRICK, METAL & GLASS RESIDENTIAL TOWER
 COMPRISING 13 LEVELS OF APARTMENTS WITH
 ASSOCIATED BASEMENT CARPARKING UNDER
 VARIOUS PARTS OF THE BUILDING - UNDER CONSTRUCTION
 No. 330



STRAITA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SEE SHEETS 2 - 12 FOR LOCATION PLANS

Sheet No. 1 of 53 Sheets



STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

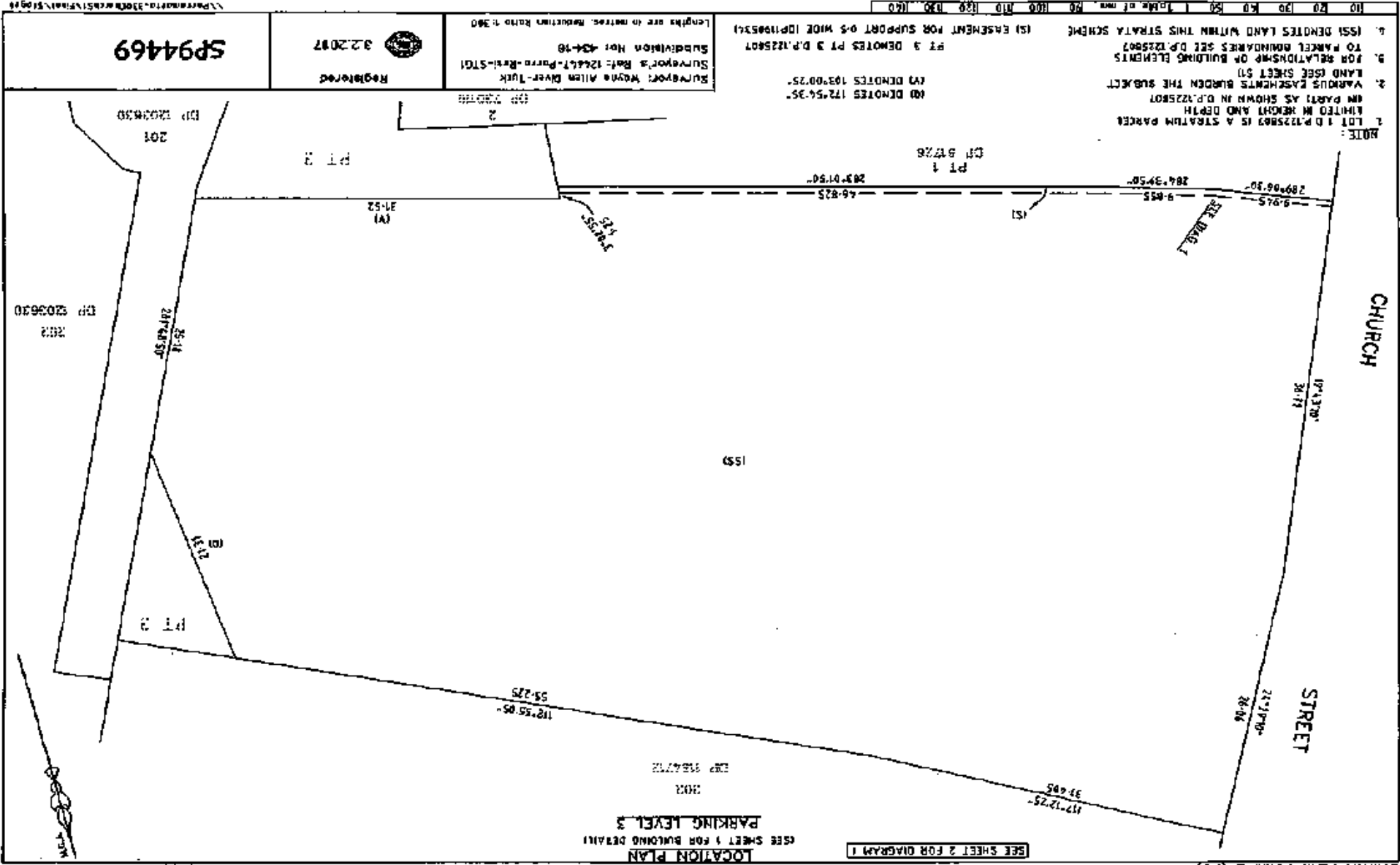
Sheet No. 3 of 31 Sheets

SEE SHEET 2 FOR DIAGRAM 1

LOCATION PLAN
 (SEE SHEET 1 FOR BUILDING DETAIL)

PARKING LEVEL 3

EXP 104712
 2003



- NOTE:
1. LOT 1 D.P.1225807 IS A STRATUM PARCELS LIMITED IN HEIGHT AND DEPTH
 2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 51)
 3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCELS BOUNDARIES SEE D.P.1225807
 4. (S1) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 3 DEMOTES PT 3 D.P.1225807
 (S1) EASEMENT FOR SUPPORT 0.5 MILE (D.P.1198534)
 (V) DEMOTES 103°00'25\"/>

SURVEYOR: WAYNE ALLEN Dwyer-Turk
 Surveyor's Rate: 1246.7-Pureo-Revi-STG1
 Subdivision No: 434-10
 Lengths are in metres. Reduction Ratio 1:300

Registered
 3.2.2007

SP94469

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 51 Sheets

SEE SHEET 2 FOR DIAGRAM 1

SEE SHEET 1 FOR BUILDING DETAILS

NGHỆ NƠI VÀ ĐÓT

PARKING LEVEL 2

25

76131, 76132

$$\begin{array}{r} 567.05 \\ - 50.55 \\ \hline 516.50 \end{array}$$
$$\frac{24.20}{24.45}$$

STREET

CHURCH

6. 参考文献

~~SECRET~~

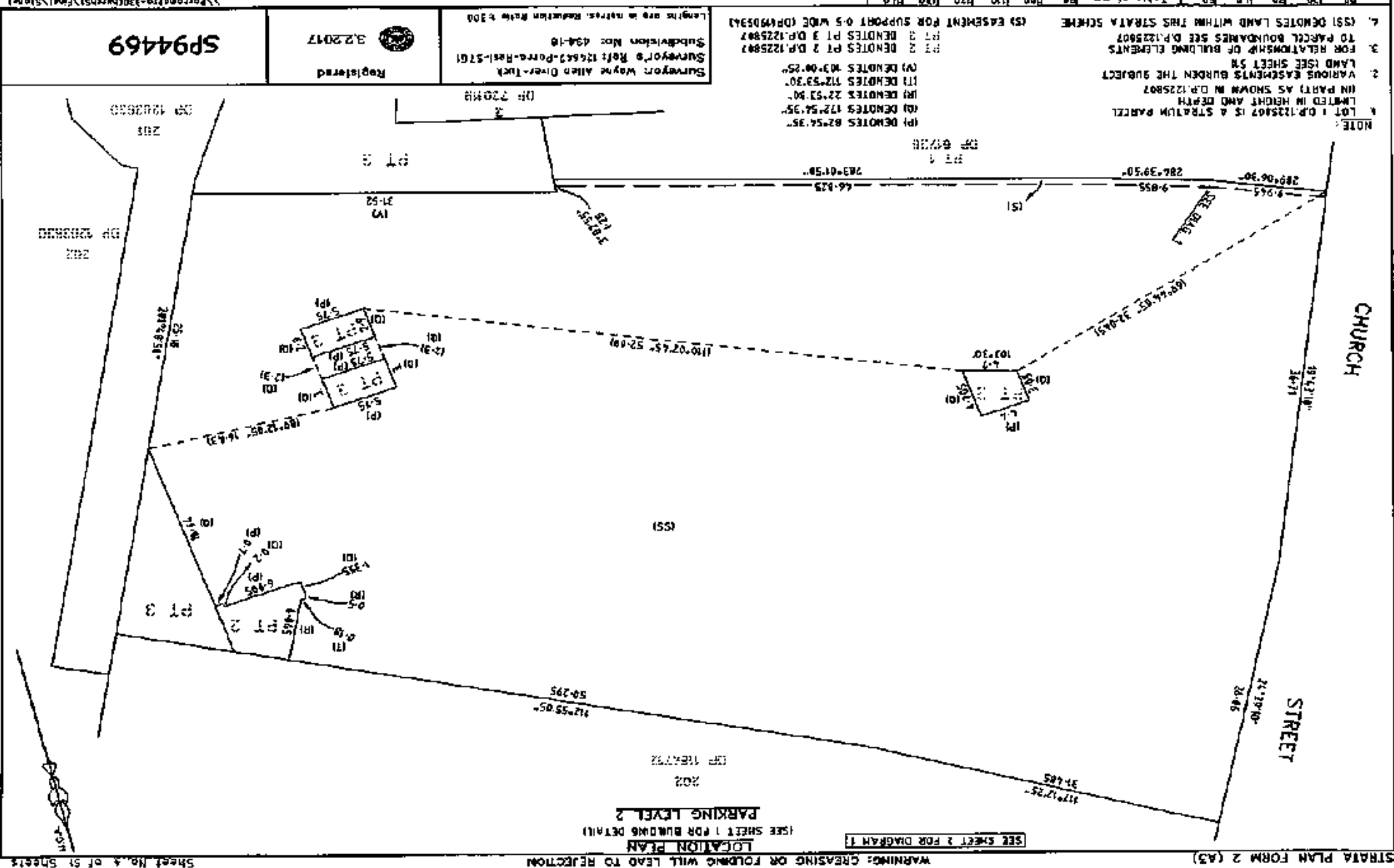
NOTE:
 1. LOT 1 OF 1234567 IS A STRAIGHT PARCEL
 2. LIMITED IN HEIGHT AND DEPTH
 3. (IN PART) AS SHOWN ON D.P. 1234567
 4. VARIOUS EASEMENTS BURDEN THE SUBJECT
 5. LAND (SEE SHEET 54
 6. FOR RELATIONSHIP OF BUILDING ELEMENTS
 7. TO PARCEL BOUNDARIES SEE D.P. 1234567
 8. (S) DEDICATES LAND WITHIN THIS STRATA SCHEME

(3) EASEMENT FOR SUPPORT 0.5 WIDE (0.090534)

Surveyor Wayne Allen Oliver-Luck
Surveyor's Ref: 174643-Porra-Rest-5761
Subdivision No: 434-10
Leases are in effect. Redaction Rate: 1300

Registered
3.2.2017

SP94469



STRATA PLAN FORM 2 (A5)

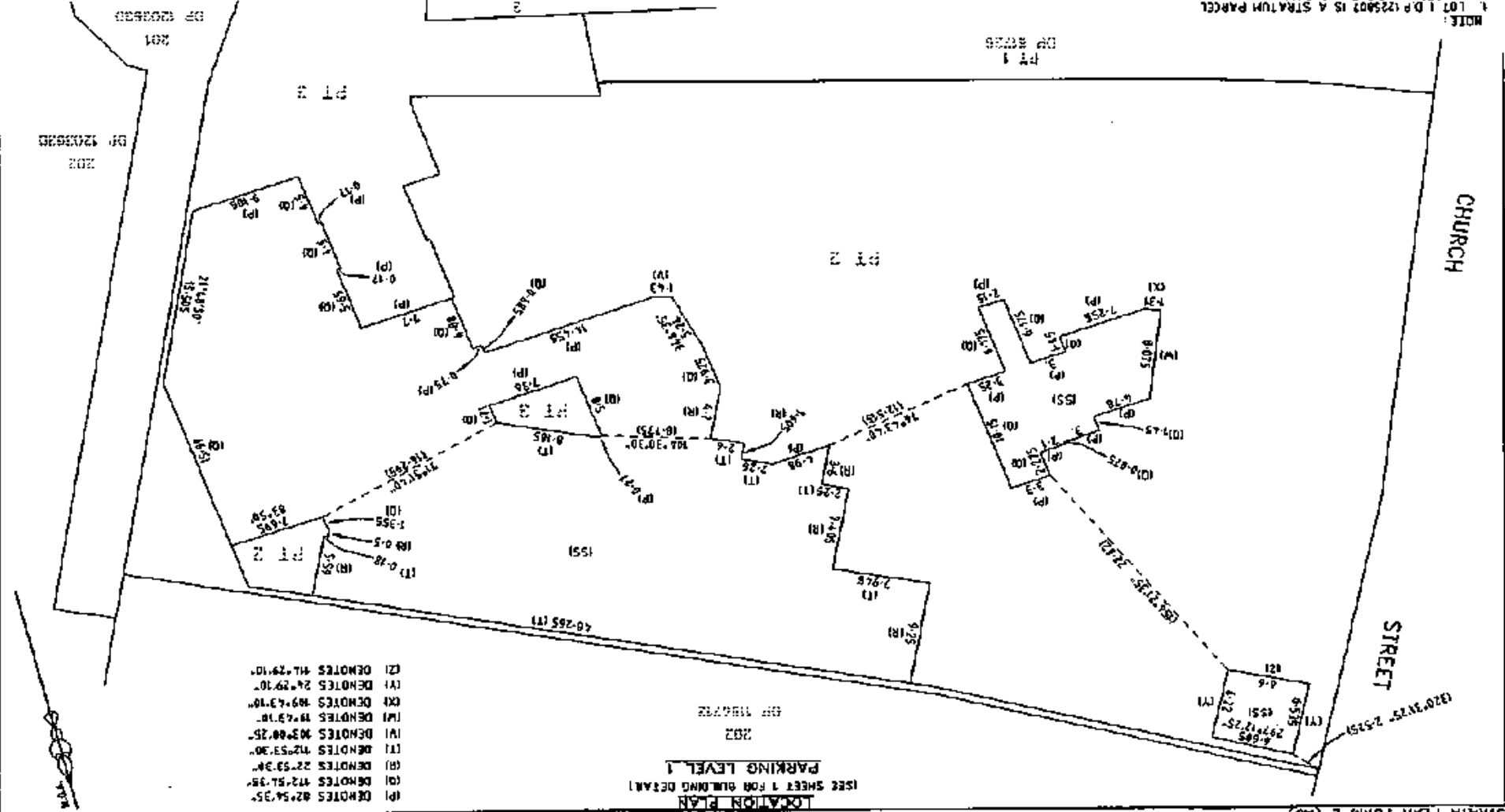
- NOTE:
1. LOT 1 D.P.1225807 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH
 2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 51)
 3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1225807
 4. (SS) DEMOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DEMOTES PT 2 D.P.1225807
 PT 3 DEMOTES PT 3 D.P.1225807

Surveyors Wayne Allen Dwyer-Tuck
 Surveyors Ref: 12467-Forme-Hall-Strat
 Subdivision No: 43418
 Lengths are in metres. Reduction Ratio 1:300

Registered
 3.2.2017

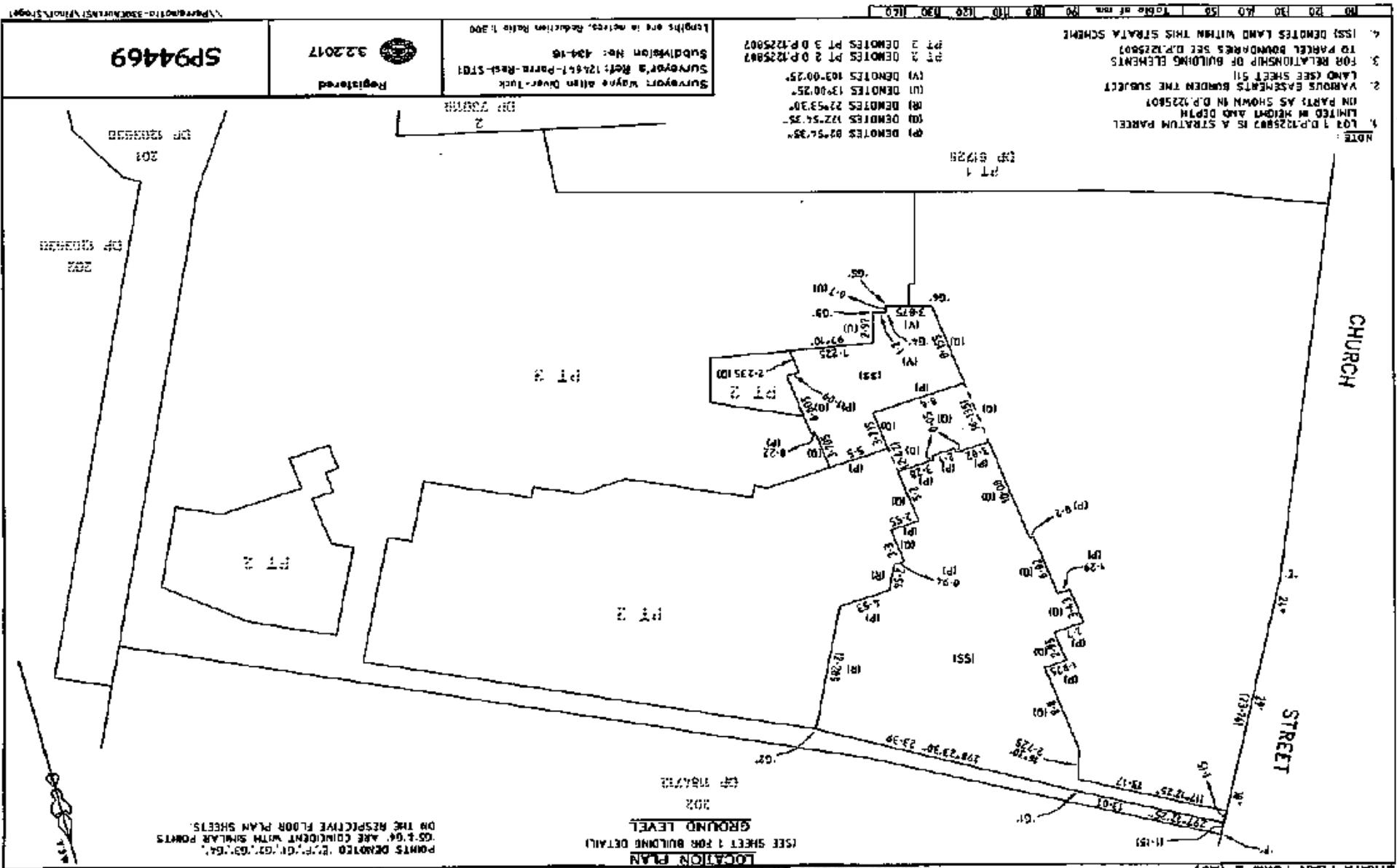
SP94469



STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 51 Sheets



SP94469

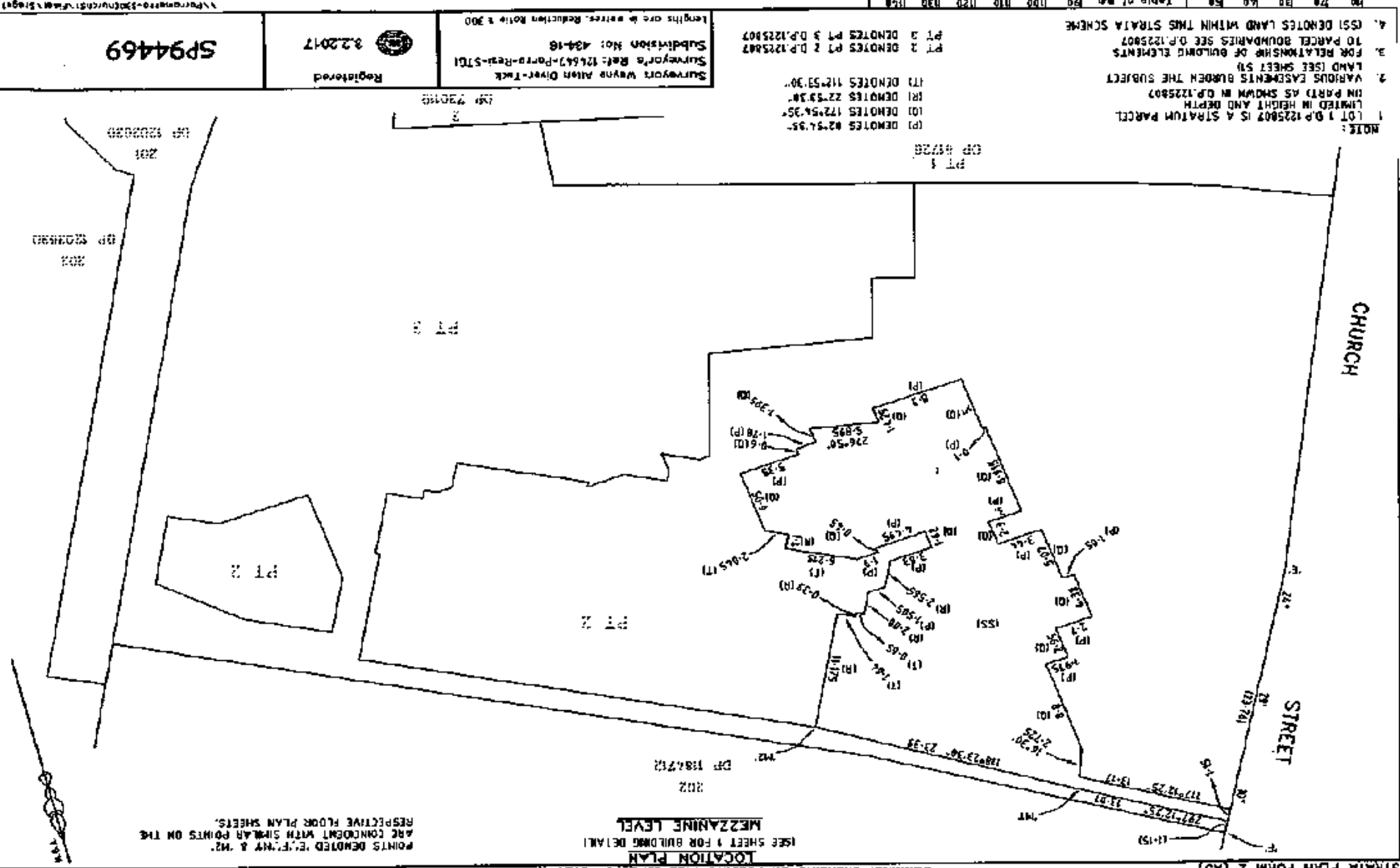
Registered
 3.2.2017

Surveyor's Name: Allan Owen-Tuck
 Surveyor's Ref: 12461-Parra-Rash-STD
 Subdivision No: 434-16
 Lengths are in metres. Reduction Ratio 1:300

STRATA PLAN FORM 2 (A5)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 31 Sheets



STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 9 of 51 Sheets

SEE SHEET 2 FOR DIAGRAM 1

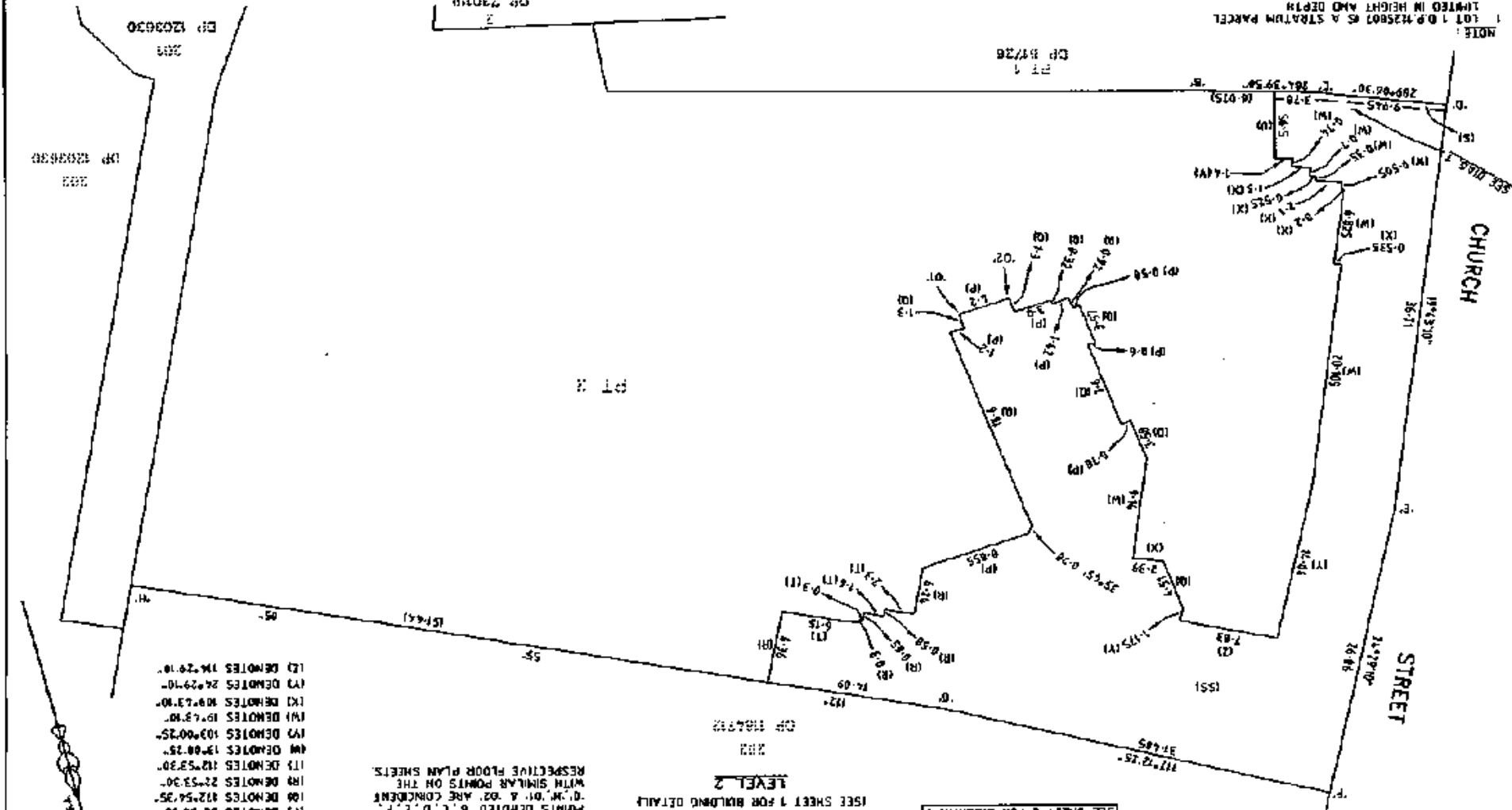
SEE SHEET 1 FOR BUILDING DETAILS

LOCATION PLAN

LEVEL 2

POINTS DEMOTED 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'O', 'P', 'Q', 'R', 'S', 'T', 'U', 'V', 'W', 'X', 'Y', 'Z' ARE CONSIDERED WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.

(P) DEMOTES 82°54.35'
 (Q) DEMOTES 82°54.35'
 (R) DEMOTES 82°54.35'
 (S) DEMOTES 82°54.35'
 (T) DEMOTES 82°54.35'
 (U) DEMOTES 82°54.35'
 (V) DEMOTES 82°54.35'
 (W) DEMOTES 82°54.35'
 (X) DEMOTES 82°54.35'
 (Y) DEMOTES 82°54.35'
 (Z) DEMOTES 82°54.35'



- NOTE:
1. LOT 1 OF 125807 IS A STRATA PARCEL LIMITED IN HEIGHT AND DEPTH IN PART AS SHOWN IN D.P. 125807
 2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 51)
 3. FOR RELATIONS OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P. 125807
 4. (SS) DEMOTES LAND WITHIN THIS STRATA SCHEME

PT 3 DEMOTES PT 3 OF 125807
 (SI) EASEMENT FOR SUPPORT 0.5 WIDE (DP1190534)

Surveyor: Wayne Allen Dwyer-Jones
 Surveyor's Note: 124641-PARTIAL-RESID-STD
 Subdivision No: 434-18
 Lengths are in metres. Reduction Ratio 1:300

Registered
 3.2.2017

SP94469

\\p0000000-330Church\51\Sheet\51\Sheet

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

Sheet No. 14 of 51 Sheets

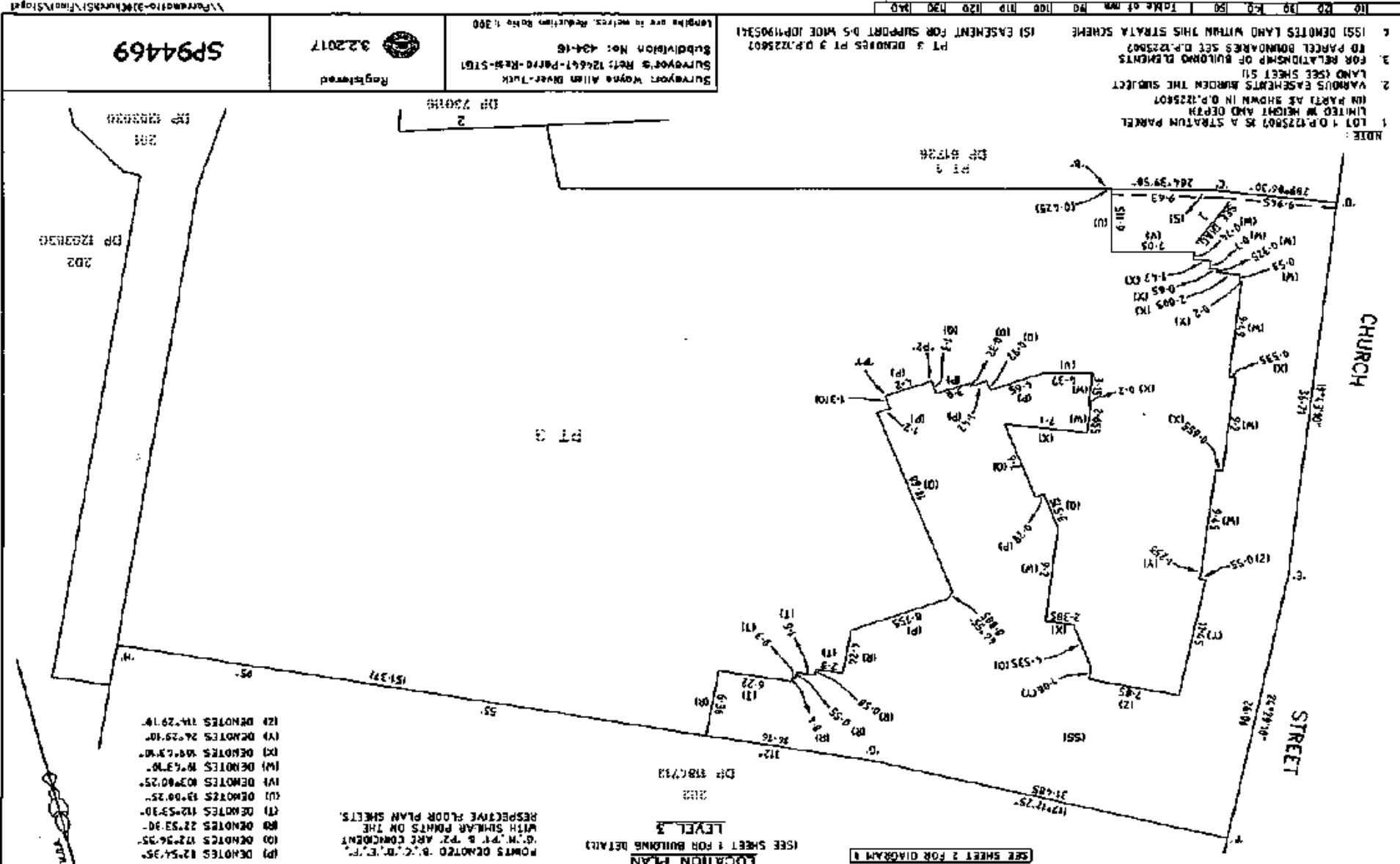
SEE SHEET 2 FOR DIAGRAM 1

LOCATION PLAN

LOCATION PLAN

POINTS 020420, B+C, D, E, F,
G, H, P, I, & PZ ARE CONCURRENT
WITH SIMILAR POINTS ON THE
RESPECTIVE FLOOR PLAN SHEETS.

41.62.41	5210N20	421
40.62.42	5310N20	431
40.62.43	5410N20	441
40.62.44	5510N20	451
40.62.45	5610N20	461
40.62.46	5710N20	471
40.62.47	5810N20	481
40.62.48	5910N20	491
40.62.49	6010N20	501
40.62.50	6110N20	511
40.62.51	6210N20	521
40.62.52	6310N20	531
40.62.53	6410N20	541
40.62.54	6510N20	551
40.62.55	6610N20	561
40.62.56	6710N20	571
40.62.57	6810N20	581
40.62.58	6910N20	591
40.62.59	7010N20	601
40.62.60	7110N20	611
40.62.61	7210N20	621
40.62.62	7310N20	631
40.62.63	7410N20	641
40.62.64	7510N20	651
40.62.65	7610N20	661
40.62.66	7710N20	671
40.62.67	7810N20	681
40.62.68	7910N20	691
40.62.69	8010N20	701
40.62.70	8110N20	711
40.62.71	8210N20	721
40.62.72	8310N20	731
40.62.73	8410N20	741
40.62.74	8510N20	751
40.62.75	8610N20	761
40.62.76	8710N20	771
40.62.77	8810N20	781
40.62.78	8910N20	791
40.62.79	9010N20	801
40.62.80	9110N20	811
40.62.81	9210N20	821
40.62.82	9310N20	831
40.62.83	9410N20	841
40.62.84	9510N20	851
40.62.85	9610N20	861
40.62.86	9710N20	871
40.62.87	9810N20	881
40.62.88	9910N20	891
40.62.89	0010N20	901
40.62.90	0110N20	911
40.62.91	0210N20	921
40.62.92	0310N20	931
40.62.93	0410N20	941
40.62.94	0510N20	951
40.62.95	0610N20	961
40.62.96	0710N20	971
40.62.97	0810N20	981
40.62.98	0910N20	991
40.62.99	1010N20	001



1 LOT 1 O.P. 125807 AS A STRAIGHT PARCEL
LIMITED IN HEIGHT AND DEPTH
(IN PART AS SHOWN IN O.P. 125807
VARIOUS EASEMENTS BURDEN THE SUBJECT
LAND (SEE SHEET 51)
FOR RELATIONSHIP OF BUILDING ELEMENTS
TO PARCEL BOUNDARIES SEE O.P. 125807
1351 DEMONSTRATES LAND WITHIN THIS STRATA SCHEME

PT 3 DEMANDS PT 3 07225607
FOR SUPPORT D-5 WIDE J0P41905341

Surveyor Wayne Allan Beaver-Tuck
Surveyor's Ref: 12464-Paffo-RK-5161
Subdivision No: 434-16
Lengths are in meters. Accuracy: 1:300

Revised
3.2.2017

SP94469

STRATA PLAN FORM 2 (A5)

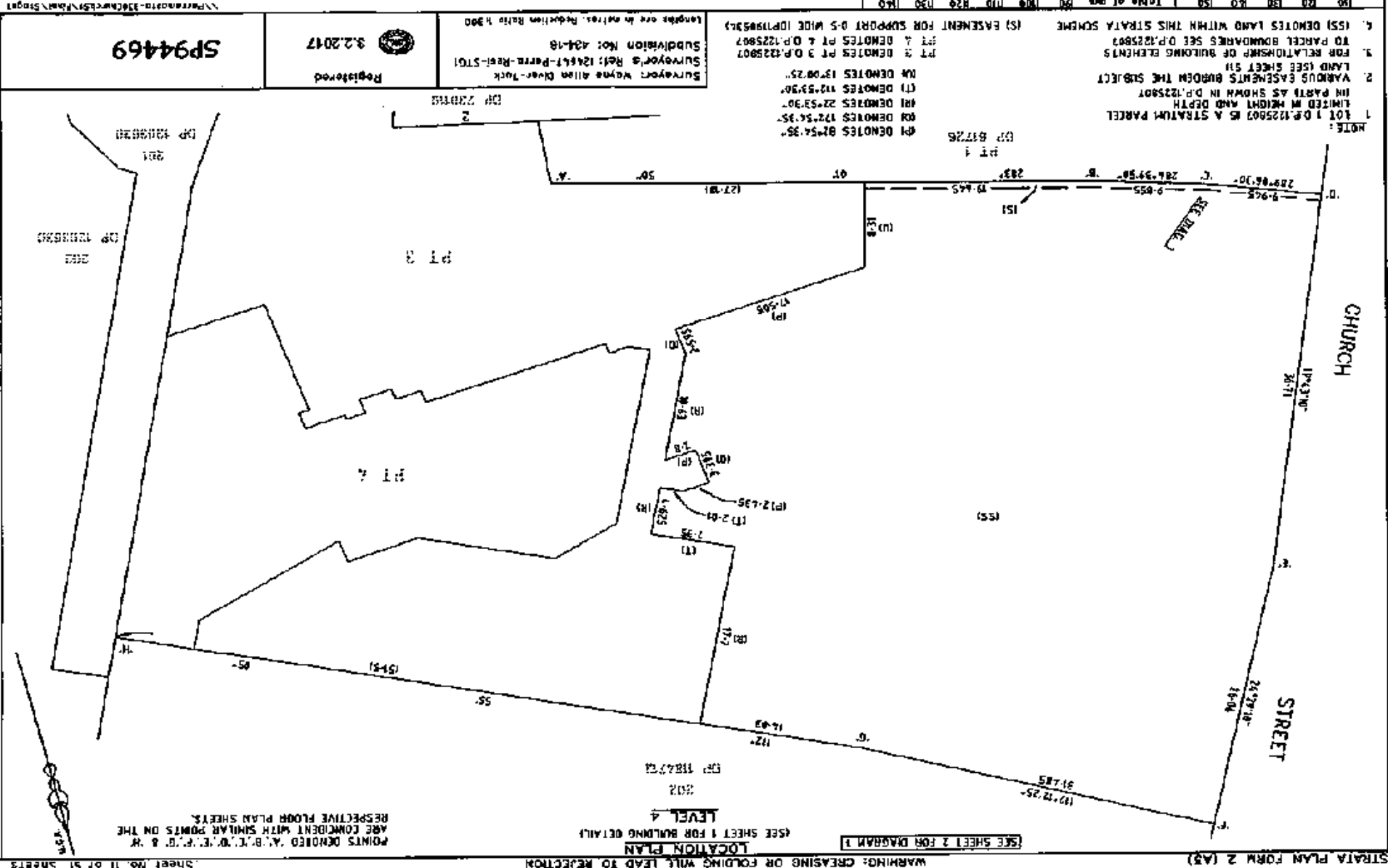
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SEE SHEET 2 FOR DIAGRAM 1

LOCATION PLAN

4 TEST

POINTS DENOTED A-B, D, E, F, G, & H
ARE CONSIDERED WITH SIMILAR POINTS ON THE
RESPECTIVE FLOOR PLAN SHEETS.



STRATA PLAN FORM 2 (A3)

WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION

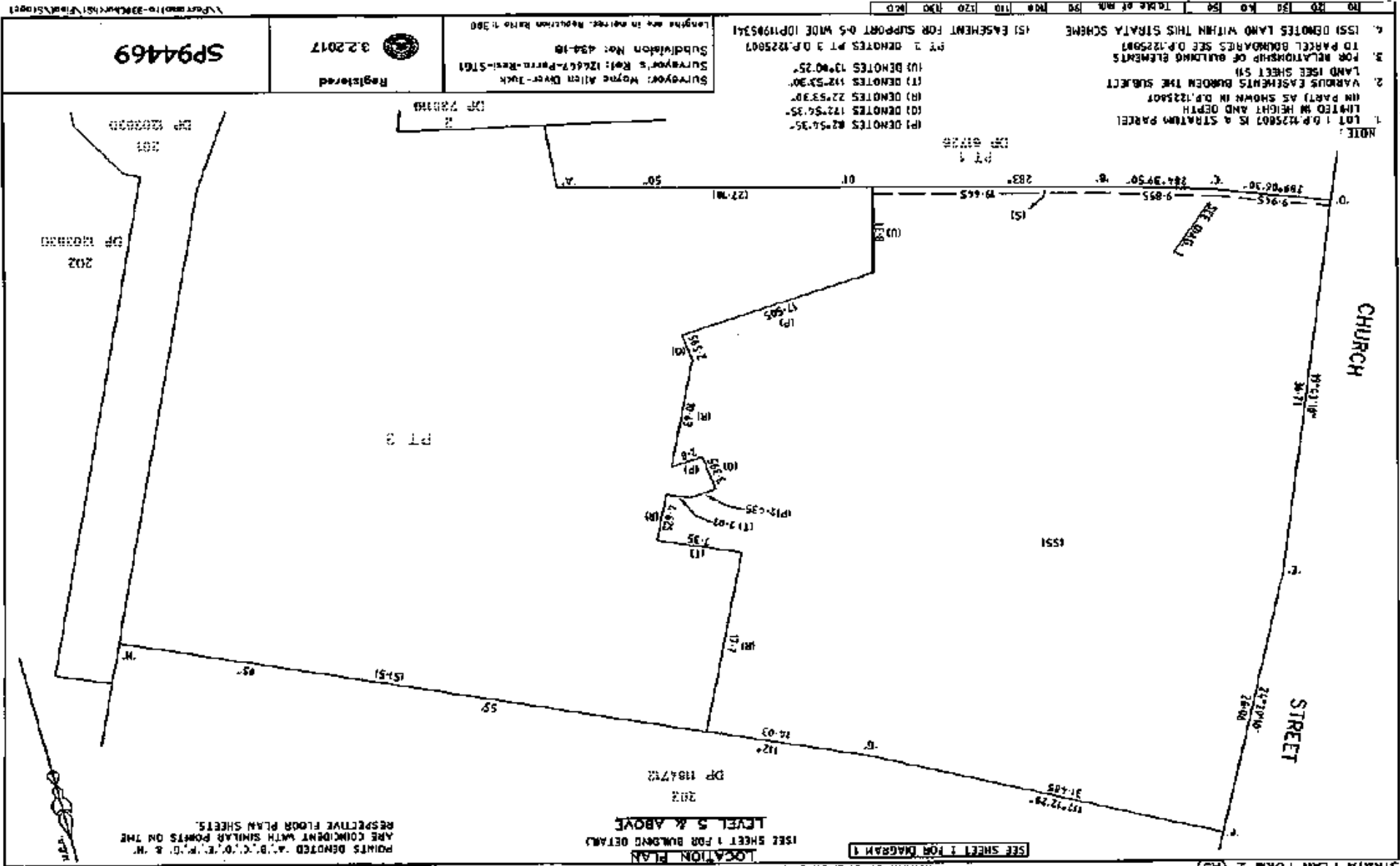
Sheet No. 12 of 51 Sheets

SEE SHEET 1 FOR DIAGRAM 1

USE SHEET 1 FOR BUILDING DETAIL
 LOCATION PLAN

LEVEL 5 & ABOVE

POINTS DENOTED A, B, C, D, E, F, G, H & W
 ARE COINCIDENT WITH SIMILAR POINTS ON THE
 RESPECTIVE FLOOR PLAN SHEETS.



NOTE:
 1. LOT 1 D.P. 1225007 IS A STRATA PARCEL
 LIMITED IN HEIGHT AND DEPTH
 IN PART AS SHOWN IN D.P. 1225007
 2. VARIOUS EASEMENTS BURDEN THE SUBJECT
 LAND (SEE SHEET 51)
 3. FOR NEIGHBOURSHIP OF BUILDING ELEMENTS
 TO PARCEL BOUNDARIES SEE D.P. 1225007
 4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 3 DENOTES PT 3 D.P. 1225007
 (U) DENOTES 13°40'25"
 (T) DENOTES 112°53'30"
 (R) DENOTES 22°53'30"
 (Q) DENOTES 172°54'35"
 (P) DENOTES 82°54'35"

Surveyor: Wayne Allen Dwyer-Jack
 Surveyor's Ref: 12667-Parra-Res-5161
 Subdivision No: 434-10
 Lengths are in metres. Reduction Ratio 1:300

Registered
 3.2.2017

SP94469

V:\Part 120110-330Church\51\Plan\Sheet1

STRATA PLAN FORM 2 (A3)

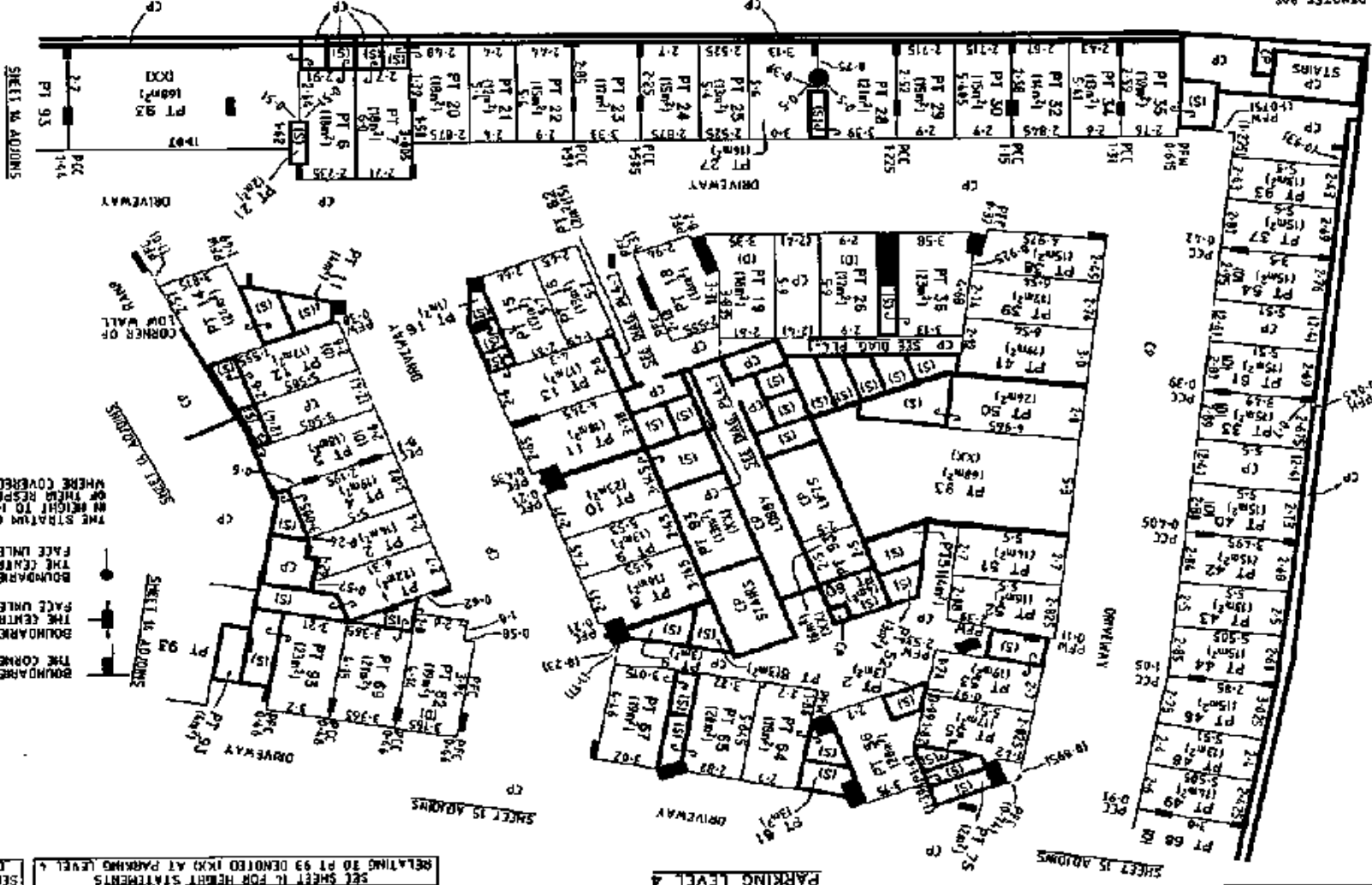
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 13 of 51 Sheets

SET SHEET 16 FOR HEIGHT STATEMENTS
RELATING TO PT 93 DENOTED (X) AT PARKING LEVEL 4

SEE SHEET 15 FOR
DIAGRAM PL-4-1

BOUNDARIES SHOWN THIS ARE TO THE CORNER OF COLUMN OR WALL
BOUNDARIES SHOWN THIS ARE TO THE CENTER OF COLUMN OR WALL AT
BOUNDARIES SHOWN THIS ARE TO THE CORNER OF COLUMN OR WALL AT
BOUNDARIES SHOWN THIS ARE TO THE CENTER OF COLUMN OR WALL AT
FACE UNLESS OTHERWISE SHOWN
FACE UNLESS OTHERWISE SHOWN
THE STRATUM OF THE STAIRS IS LIMITED TO HEIGHT 1-95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.



6 DENOTES 90°
 (D) DENOTES DISABLED CARSPACE
 (S) DENOTES STORE
 (P) DENOTES COMMON PROPERTY
 THE AREAS SHOWN ARE FOR THE
 STRATA SCHEMES FREEHOLD DEVE
 AND ARE APPROXIMATE ONLY.

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFC DENOTES PROLONGATION OF FACE OF COLUMN
PFH DENOTES PROLONGATION OF FACE OF HOBB
PFW DENOTES PROLONGATION OF FACE OF WALL

Surveyor: Wayne Allen Oliver-Tuck
Surveyor's Ref: 126647-Para-East-5161
Subdivision No: 434-15
Lengths are in meters. Reduction Ratio is 200

Registrierte

IM

SP94469

LOT 93 IS A DEVELOPMENT LOT.
THE AREAS SHOWN ARE FOR THE
STRATA SCHEMES (FREEDDED DEED
AND ARE APPROXIMATE ONLY.

5461
34

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4. DENOTES 90'
(R0) DENOTES DISABLED LARSPACE
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

```

Surveyors: Wayne Allen Over-Tuck
 Surveyor's Ref: D4642-PdPro-Regi-ST61
 Subdivision No: 434-18
 (Landscape are in meters: Rectangles: 1m200 x 200)

Registered
9.2.2017

SP94469

ತರಗತಿಯು ೧೪/೧೨/೨೦೧೭ರಲ್ಲಿ ೨೦೧೭-೧೮ನೇ ಸಾಲಿನ ಶಿಕ್ಷಣ ಕಾರ್ಯದ ಮೇಲೆ

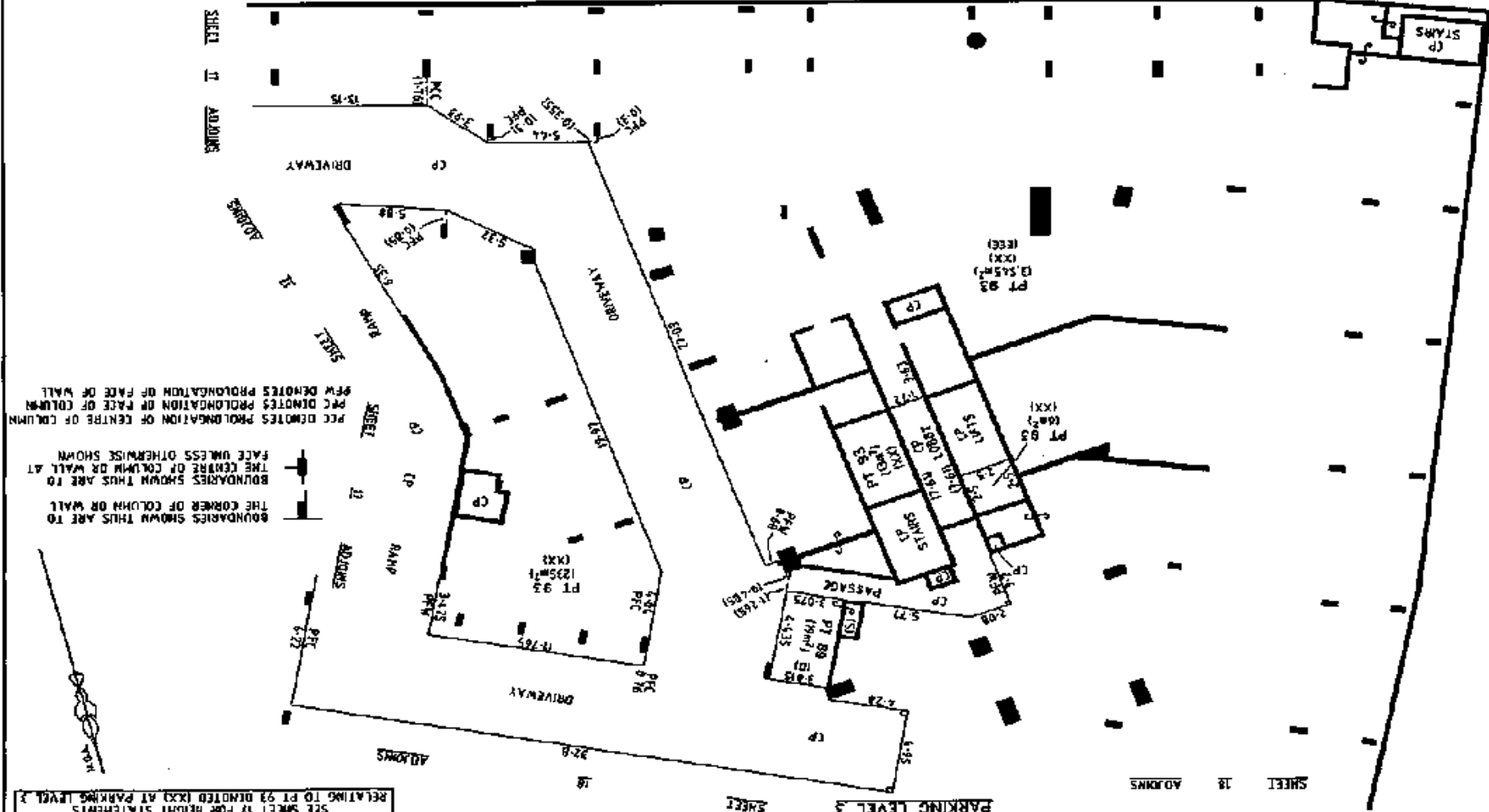
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 2 (A5)

PARKING LEVEL 3

SEE SHEET 18 FOR HEIGHT STATEMENTS
RELATING TO PT 93 DIMOTED (XX) AT PARKING LEVEL 3

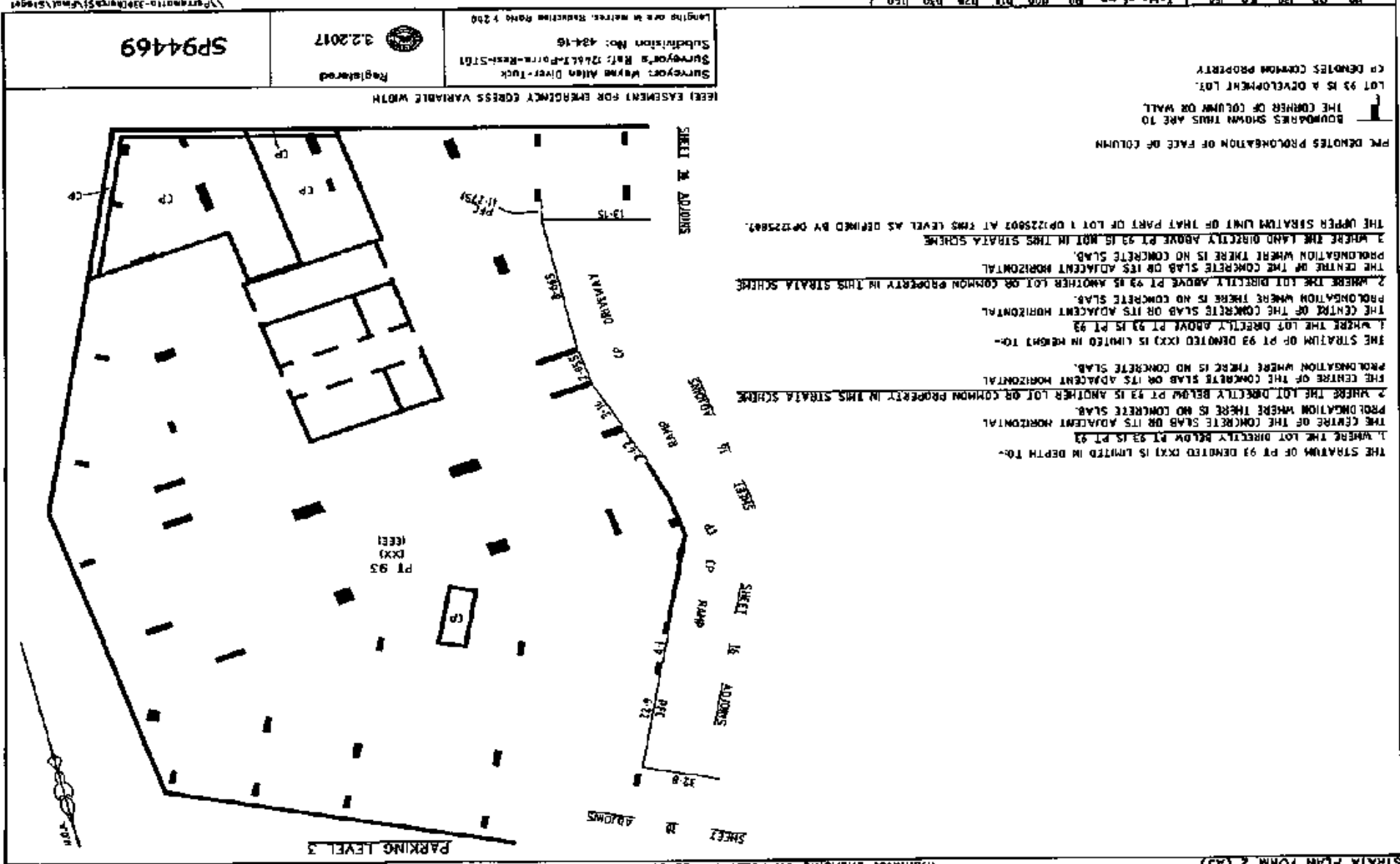
BOUNDARIES SHOWN THUS ARE TO
THE CORNER OF COLUMN OR WALL
BOUNDARIES SHOWN THUS ARE TO
THE CENTRE OF COLUMN OR WALL AT
FACE UNLESS OTHERWISE SHOWN
5 PROLONGATION OF CENTRE OF COLUMN
5 PROLONGATION OF FACE OF COLUMN
5 PROLONGATION OF FACE OF WALL



STRATA PLAN FORM 2 (A3)

WARNINGS: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 17 of 51 Sheets

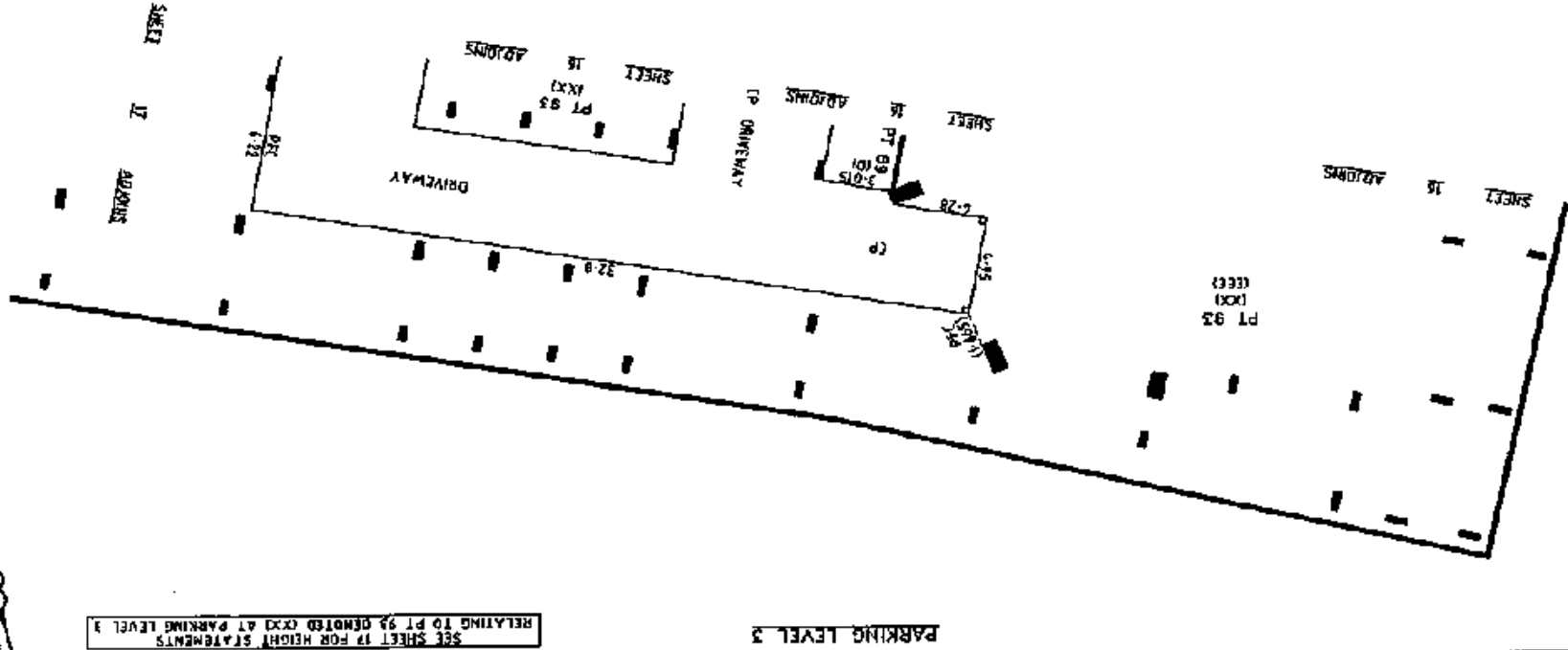


STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 18 of 51 Sheets

SEE SHEET 17 FOR HEIGHT STATEMENTS
 RELATING TO PT 93 DEMOTED CXX AT PARKING LEVEL 3



BOUNDARIES SHOWN THUS ARE TO
 THE CORNER OF COLUMN OR WALL
 BOUNDARIES SHOWN THUS ARE TO
 THE CENTRE OF COLUMN OR WALL AT
 FACE UNLESS OTHERWISE SHOWN
 PFC DEMOTES PROLONGATION OF FACE OF COLUMN
 LOT 93 IS A DEVELOPMENT LOT.
 LOT 93 DEMOTES DISABLED CARSPACE
 CP DEMOTES COMMON PROPERTY

SP94469

Registered
 8.2.2017

Surveyor: Wayne Allen Dwyer-Tuck
 Surveyor's Ref: 124447-Parrs-Rash-ST81
 Subdivision No: 434-18
 Lengths are in metres. Reduction Ratio 1:200

V:\P\1244469-330\1244469-ST1\Plan1\Sheet1

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 51 Sheets

SEE SHEET 20 FOR HEIGHT STATEMENTS
RELATING TO PI 93 DENOTED (X) AT PARKING LEVEL 2

ॐ नमो भगवते वासुदेवाय ॥ २॥

TERMS

2. PARSING LEVEL

BOUNDARIES SHOWN IN THIS ARE TO
THE CORNER OF COLUMN OR WALL
BOUNDARIES SHOWN IN THIS ARE TO
THE CORNER OF COLUMN OR WALL AT
FACE UNLESS OTHERWISE SHOWN
5 PROLONGATION OF CENTRE OF COLUMN
5 PROLONGATION OF FACE OF COLUMN
5 PROLONGATION OF FACE OF WALL

SHEET 24 ADD JOINTS

FREE) CASSEMENT FOR EMERGENCY EGRESS AVAILABLE WITH

Surveyor: Wayne Allen Over-Tuck
Surveyor's Ref: 124649-PAPA-RES-5151
Subdivision No: 434-15
Lengths are in meters. Reduction Ratio: 1:200

MISS DENOTES NOT PART OF THIS STRATA SCHEME
OF DENOTES COMMON PROPERTY

LOT 29 IS A DEVELOPMENT LOT.
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
AND ARE APPROXIMATE ONLY.

5P94469

Registered
3/2/2017

2017

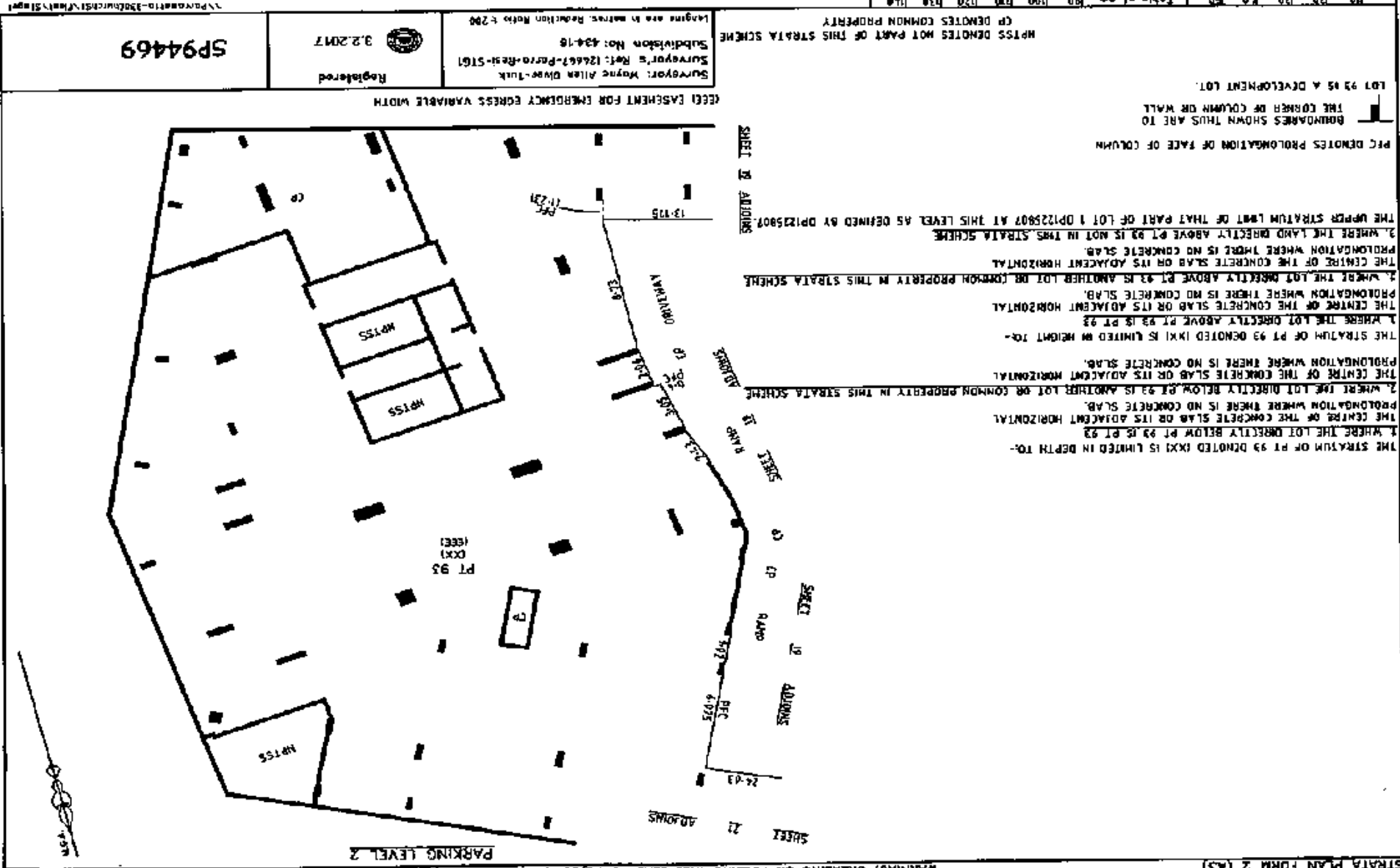
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140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390	400	410	420	430	440	450	460	470	480	490	500	510	520	530	540	550	560	570	580	590	600	610	620	630	640	650	660	670	680	690	700	710	720	730	740	750	760	770	780	790	800	810	820	830	840	850	860	870	880	890	900	910	920	930	940	950	960	970	980	990	1000
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------

STRATA PLAN FORM 2 (A5)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 20 of 54 Sheets

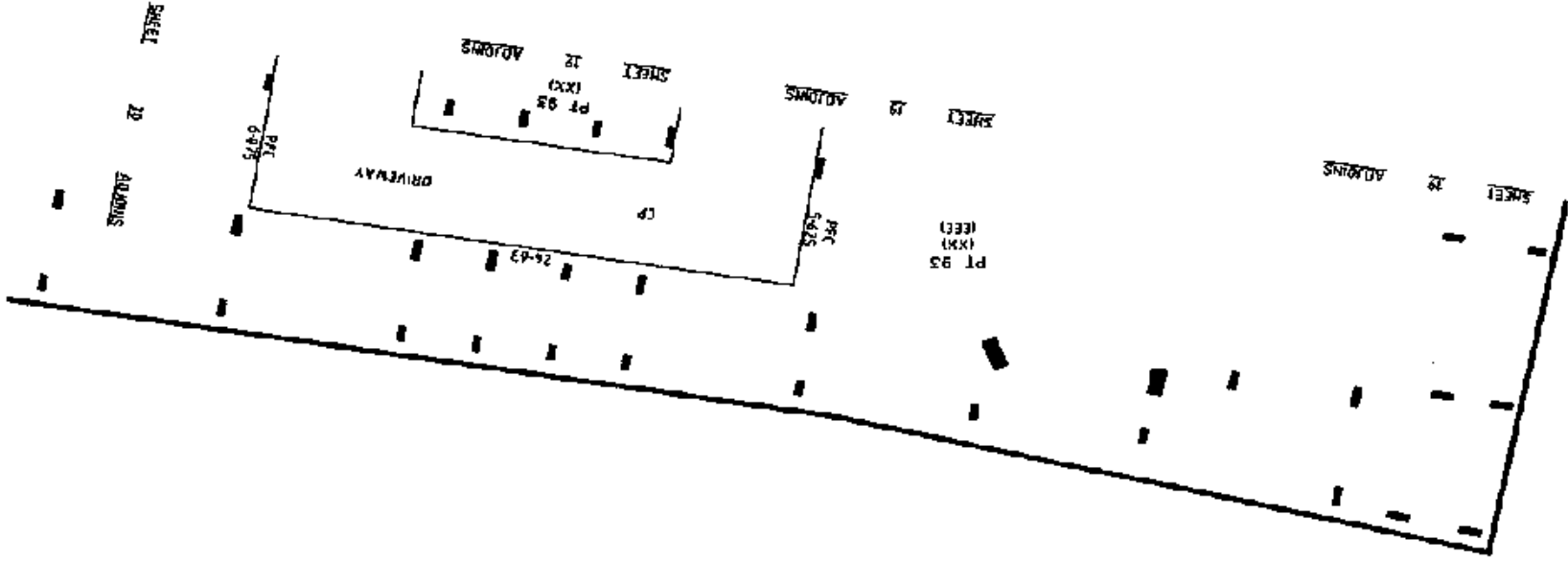


STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 21 of 51 Sheets

SEE SHEET 20 FOR HEIGHT SPECIFICATIONS
 RELATING TO PT 93 DEMOTED (XX) AT PARKING LEVEL 2



BOUNDARIES SHOWN THUS ARE TO
 THE CORNER OF COLUMN OR WALL

PT DEMOTES PROLONGATION OF FACE OF COLUMN
 LOT 93 IS A DEVELOPMENT LOT.
 CP DEMOTES COMMON PROPERTY

(EE) EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH

Surveyor: Wayne Allan Dwyer-Turk
 Surveyor's Ref: 124617-Pavement-Sub-5101
 Subdivision No: 434-16
 Lengths are in metres. Reduction Ratio 1:200

Registered
 3.2.2017

SP94469

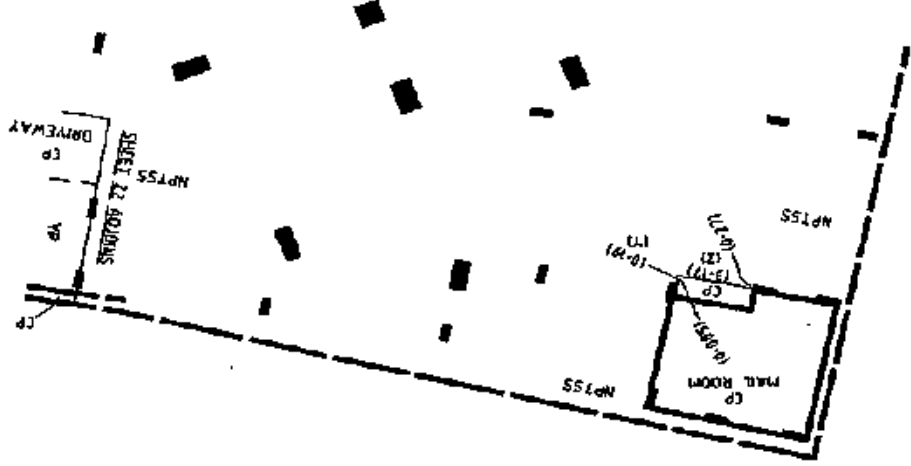
\\pavement\12-339\Drawings\Strata\510941

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 23 of 51 Sheets

PARKING LEVEL 1



10 20 30 40 50 60 70 80 90 100 110 120 130 140

CP DEMOTES VISITOR PARKING-CP
CP DEMOTES COMMON PROPERTY
NPTSS DEMOTES NOT PART OF THIS STRATA SCHEME

(1) DEMOTES 16.29'0"
(2) DEMOTES 11.29'0"

Surveyor: Wayne Allan Dwyer-Tuck
Surveyor's No: 124467-Part A-Reg-Strata
Subdivision No: 434-1B
Lengths are in metres. Reduction Ratio 1:200

Registered
3.2.2017

SP94469

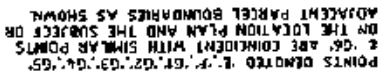
RIGHT STATEMENTS FROM SHEET 22
THE STRATA OF PT 93 DEMOTED (XX) IS LIMITED IN DEPTH TO:-
1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93
THE CENTRE OF THE CONCRETE SLAB ON ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
THE CENTRE OF THE CONCRETE SLAB ON ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
3. WHERE THE LAND DIRECTLY BELOW PT 93 IS NOT IN THIS STRATA SCHEME
THE LOWER STRATA LIMIT OF THAT PART OF LOT 1 DEMOTED (XX) AT THIS LEVEL AS DEFINED BY DP1225807.
THE STRATA OF PT 93 DEMOTED (XX) IS LIMITED IN HEIGHT TO:-
1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93
THE CENTRE OF THE CONCRETE SLAB ON ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
THE CENTRE OF THE CONCRETE SLAB ON ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
3. WHERE THE LAND DIRECTLY ABOVE PT 93 IS NOT IN THIS STRATA SCHEME
THE UPPER STRATA LIMIT OF THAT PART OF LOT 1 DEMOTED (XX) AT THIS LEVEL AS DEFINED BY DP1225807.

Support number 330 Church Street

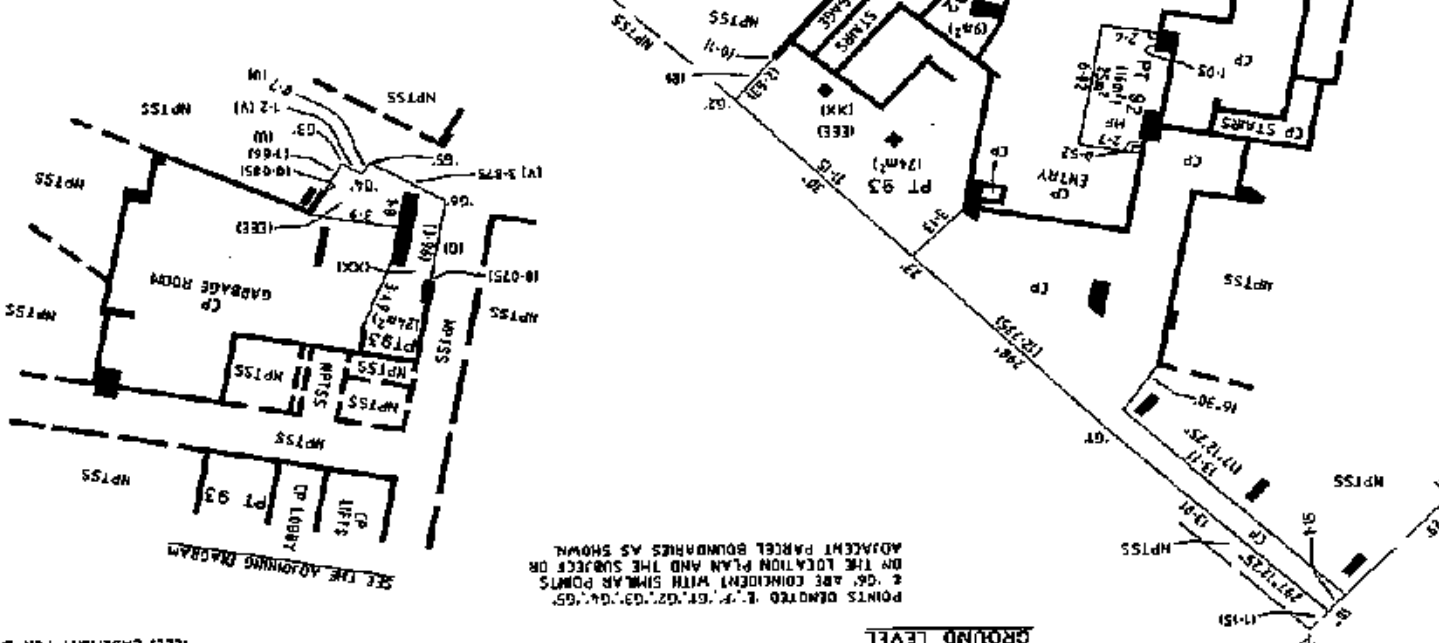
STRATA PLAN FORM 2 (A5)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 24 of 51 Sheets
 (SEE) EASEMENT FOR EMBROIDERY ADDRESS VARIABLE WIDTH



GROUND LEVEL



NO	DATE	TABLE OF	NO	DATE	NO	DATE
10	1975	10	1975	10	1975	10
11	1975	11	1975	11	1975	11
12	1975	12	1975	12	1975	12
13	1975	13	1975	13	1975	13
14	1975	14	1975	14	1975	14
15	1975	15	1975	15	1975	15
16	1975	16	1975	16	1975	16
17	1975	17	1975	17	1975	17
18	1975	18	1975	18	1975	18
19	1975	19	1975	19	1975	19
20	1975	20	1975	20	1975	20
21	1975	21	1975	21	1975	21
22	1975	22	1975	22	1975	22
23	1975	23	1975	23	1975	23
24	1975	24	1975	24	1975	24
25	1975	25	1975	25	1975	25
26	1975	26	1975	26	1975	26
27	1975	27	1975	27	1975	27
28	1975	28	1975	28	1975	28
29	1975	29	1975	29	1975	29
30	1975	30	1975	30	1975	30
31	1975	31	1975	31	1975	31
32	1975	32	1975	32	1975	32
33	1975	33	1975	33	1975	33
34	1975	34	1975	34	1975	34
35	1975	35	1975	35	1975	35
36	1975	36	1975	36	1975	36
37	1975	37	1975	37	1975	37
38	1975	38	1975	38	1975	38
39	1975	39	1975	39	1975	39
40	1975	40	1975	40	1975	40
41	1975	41	1975	41	1975	41
42	1975	42	1975	42	1975	42
43	1975	43	1975	43	1975	43
44	1975	44	1975	44	1975	44
45	1975	45	1975	45	1975	45
46	1975	46	1975	46	1975	46
47	1975	47	1975	47	1975	47
48	1975	48	1975	48	1975	48
49	1975	49	1975	49	1975	49
50	1975	50	1975	50	1975	50
51	1975	51	1975	51	1975	51
52	1975	52	1975	52	1975	52
53	1975	53	1975	53	1975	53
54	1975	54	1975	54	1975	54
55	1975	55	1975	55	1975	55
56	1975	56	1975	56	1975	56
57	1975	57	1975	57	1975	57
58	1975	58	1975	58	1975	58
59	1975	59	1975	59	1975	59
60	1975	60	1975	60	1975	60
61	1975	61	1975	61	1975	61
62	1975	62	1975	62	1975	62
63	1975	63	1975	63	1975	63
64	1975	64	1975	64	1975	64
65	1975	65	1975	65	1975	65
66	1975	66	1975	66	1975	66
67	1975	67	1975	67	1975	67
68	1975					

CP DEMOTES 90%
CP DEMOTES COMMON PROPERTY
MF DEMOTES MANAGERS FACILITY
MPSS DEMOTES NOT PART OF THIS STRATA SCHEME
(S) DEMOTES STORE
(U) DEMOTES 13% AND 25%
(V) DEMOTES 10% AND 25%
LOT 93 IS A DEVELOPMENT LOT.

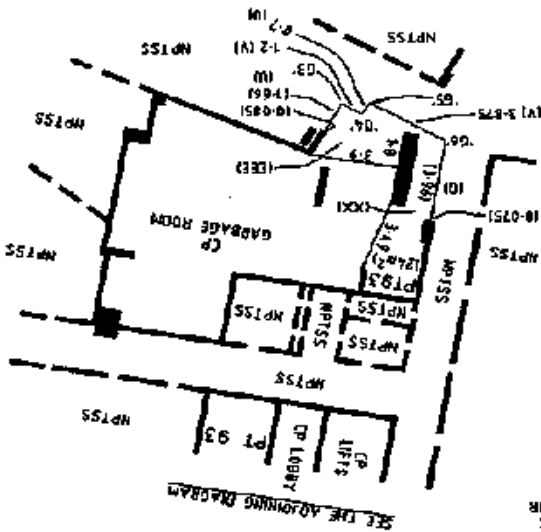
BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

Surveyor Wayne Allen Dyer-Tuck
 Surveyor's Reg. #DL6473-Porter-Reg-5661
 Subdivision Map #434-16
 Length are in miles. Reduction Ratio 1:200

Registered 3.2.2017

SP94469

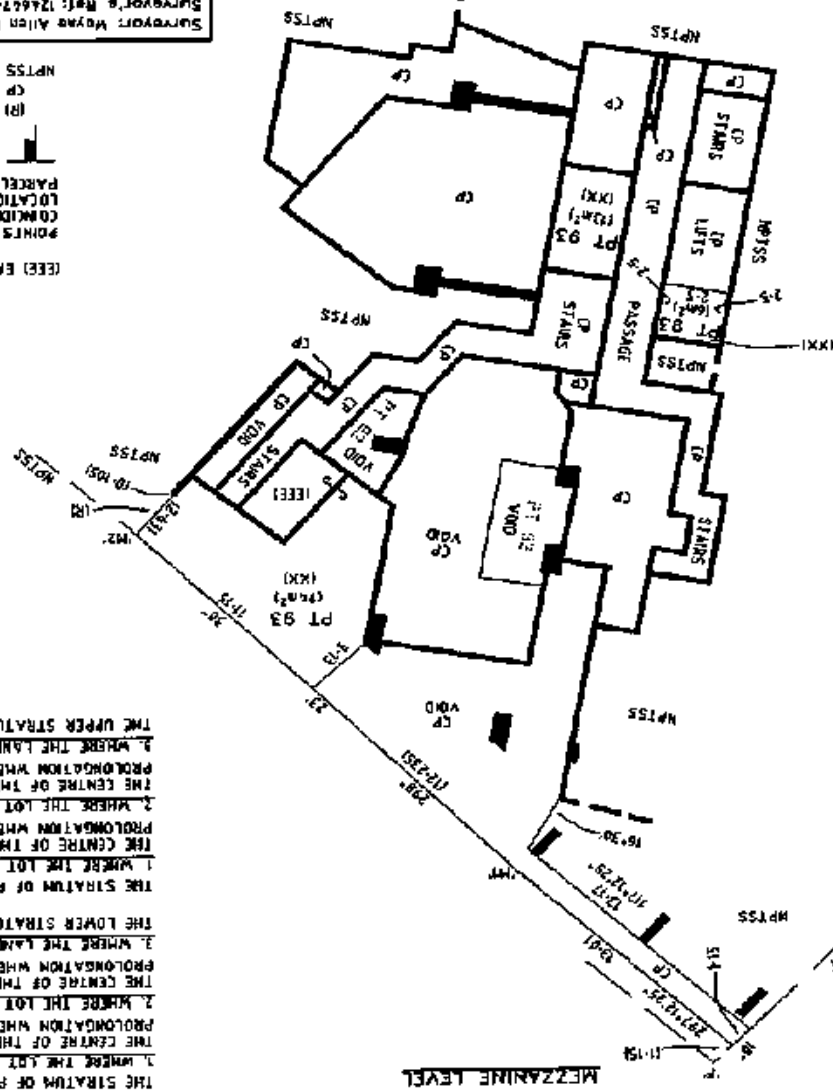
THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-
1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
3. WHERE THE LAND DIRECTLY BELOW PT 93 IS NOT IN THIS STRATA SCHEME
THE LOWER STRATUM UNIT OF THAT PART OF LOT 1 DENOTED AT THIS LEVEL AS DEFINED BY DP125007.
THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-
1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
3. WHERE THE LAND DIRECTLY ABOVE PT 93 IS NOT IN THIS STRATA SCHEME
THE UPPER STRATUM UNIT OF THAT PART OF LOT 1 DENOTED AT THIS LEVEL AS DEFINED BY DP125007.



STRATA PLAN FORM 2 (A2)

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1972 AND ARE APPROXIMATE ONLY.

LOT 93 IS A DEVELOPMENT LOT.



MEZZANINE LEVEL

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

THE STRATA OF PT 93 DENOTES (KX) IS LIMITED IN DEPTH TO:-
 1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
 2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
 3. WHERE THE LAND DIRECTLY BELOW PT 93 IS NOT IN THIS STRATA SCHEME
 THE LOWER STRATHUM LIMIT OF THAT PART OF LOT 1 DP1225807 AT THIS LEVEL AS DEFINED BY DP1225807.
 THE STRATHUM OF PT 93 DENOTES (KX) IS LIMITED IN HEIGHT TO:-
 1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
 2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
 3. WHERE THE LAND DIRECTLY ABOVE PT 93 IS NOT IN THIS STRATA SCHEME
 THE UPPER STRATHUM LIMIT OF THAT PART OF LOT 1 DP1225807 AT THIS LEVEL AS DEFINED BY DP1225807.

(EE) EGRESS FOR EMERGENCY EGRESS VARIABLE WIDTH
 POINTS DENOTES 'E'/'H' & 'H' ARE
 COINCIDENT WITH SIMILAR POINTS ON THE
 LOCATION PLAN AND THE SUBJECT OR ADJACENT
 PARCEL BOUNDARIES AS SHOWN.
 BOUNDARIES SHOWN ARE TO
 THE CORNER OF COLUMN OR WALL.
 (RI) DENOTES 22°53'30"
 CP DENOTES COMMON PROPERTY
 NPSS DENOTES NOT PART OF THIS STRATA SCHEME

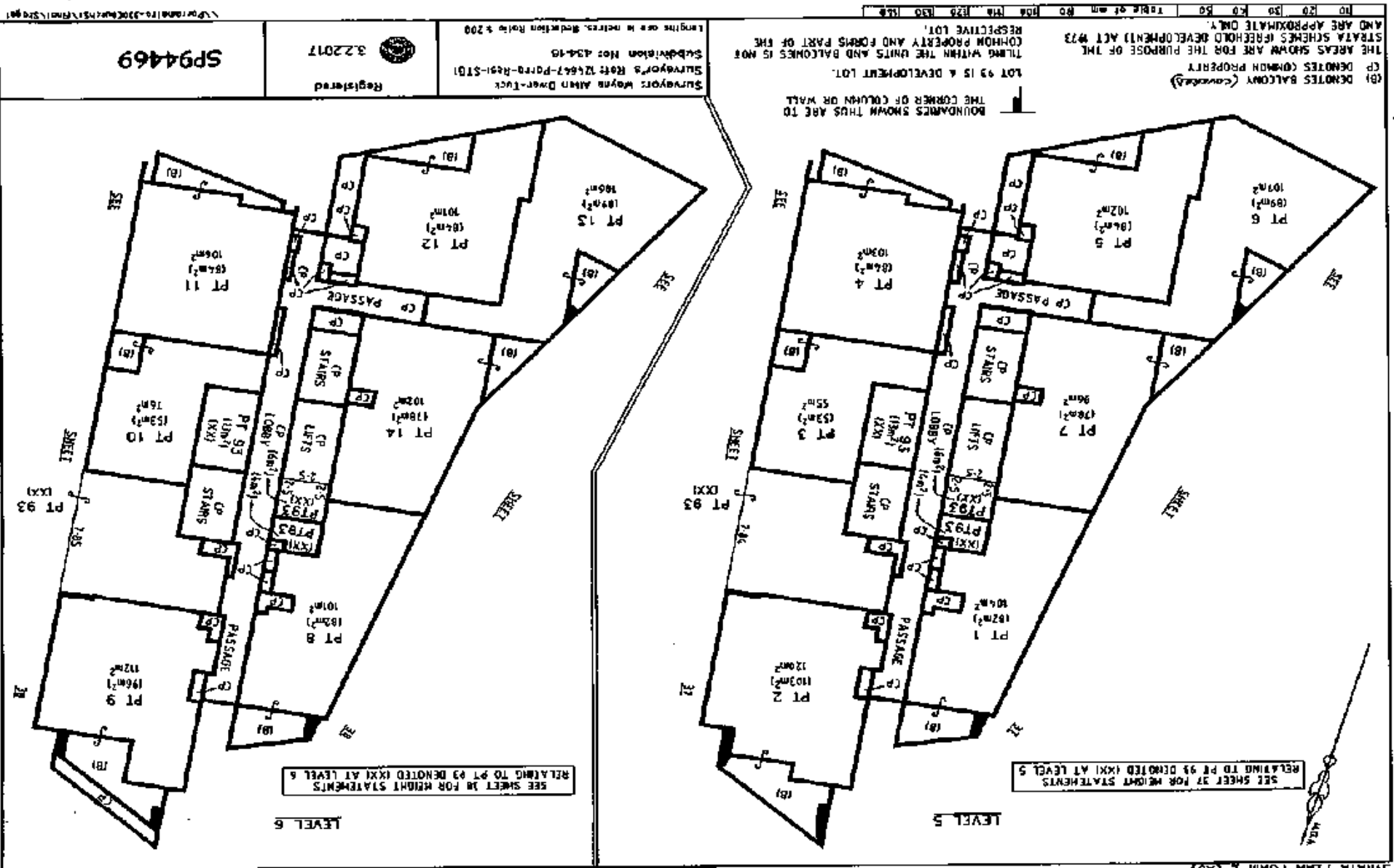
Surveyor: Wayne Allen Dwyer-Tuck
 Surveyor's Ref: 12467-Perra-Res-5151
 Subdivision Ref: 44-16
 Sample one in series. Reduction Ratio 1:200

Registered
 3.2.2017

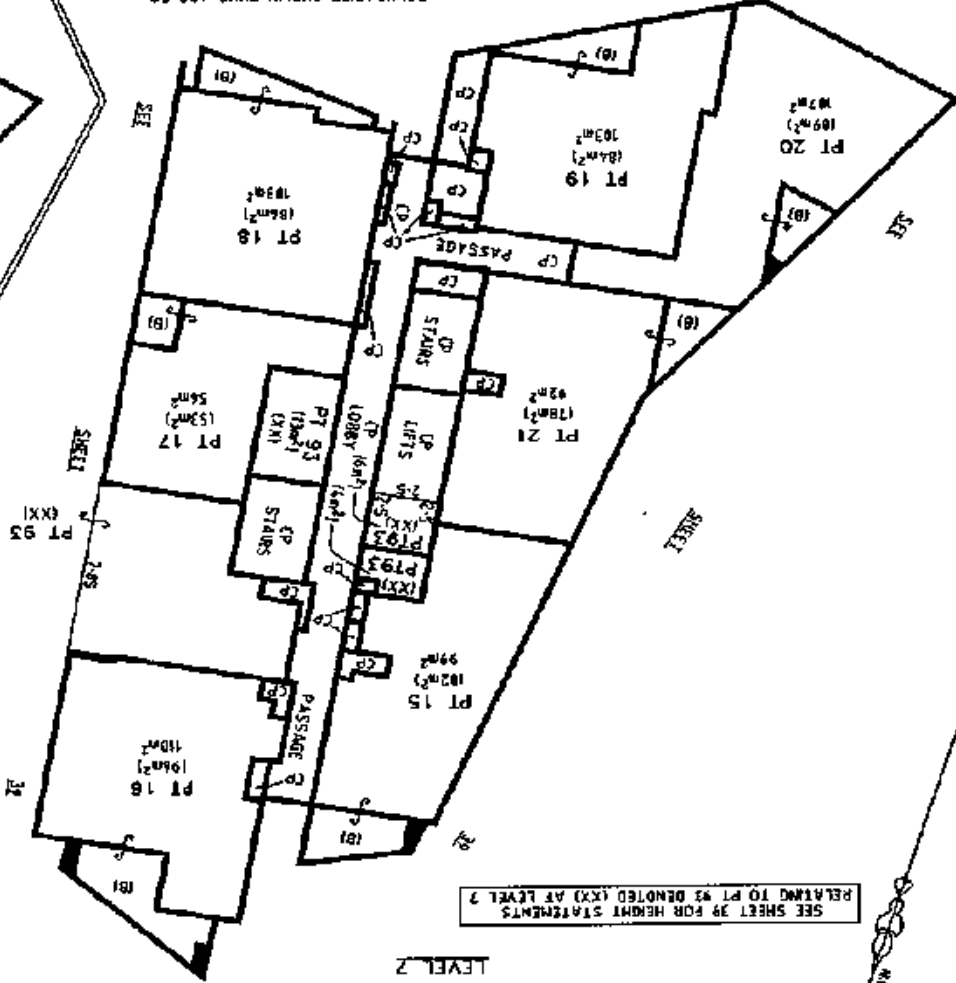
SP94469

\\parramatta-3300\work\5151\Strata\SP94469

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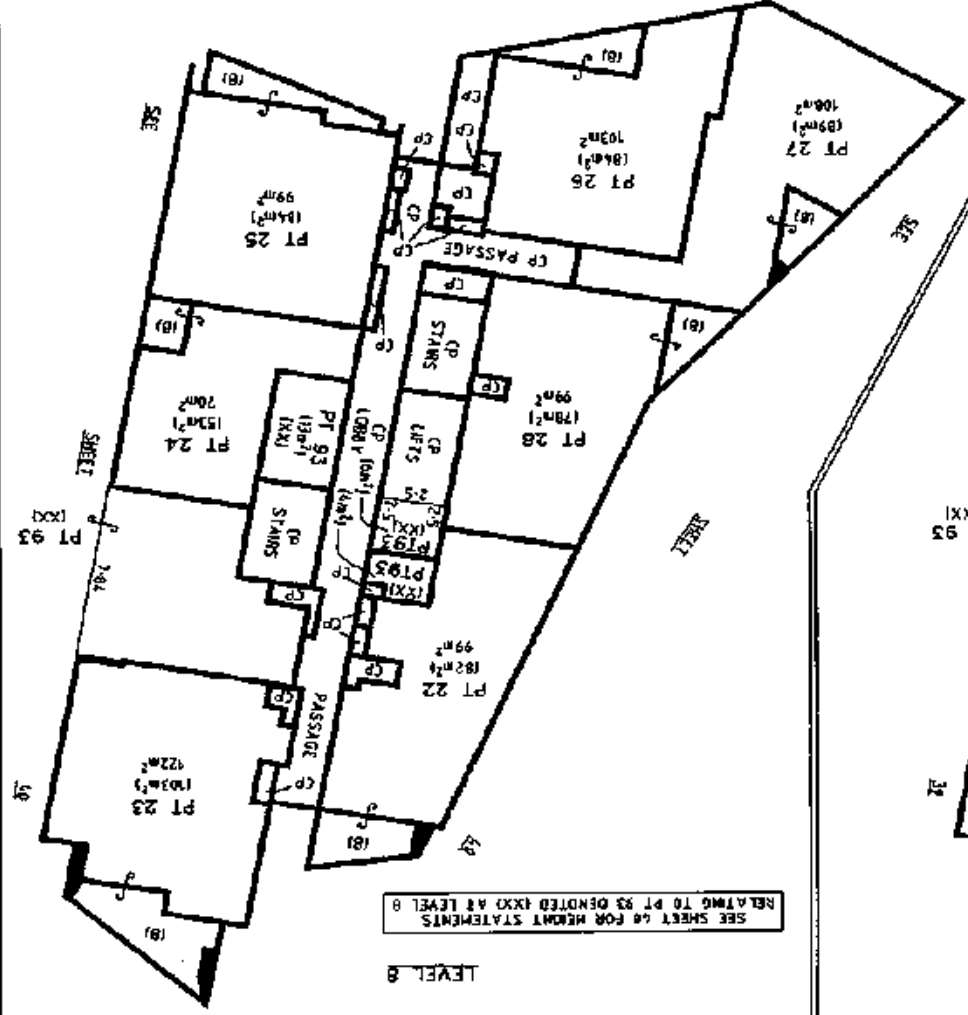


STRATA PLAN FORM 2 (A3)



SEE SHEET 39 FOR HEIGHT STATEMENTS
 RELATING TO PT 93 DENOTED (XX) AT LEVEL 7

BOUNDARIES SHOWN THUS ARE TO
 THE CORNER OF COLUMN OR WALL
 LOT 93 IS A DEVELOPMENT LOT.
 TILING WITHIN THE UNITS AND BALCONIES IS NOT
 COMMON PROPERTY AND FORMS PART OF THE
 RESPECTIVE LOT.
 AND ARE APPROXIMATE ONLY.
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
 STRATA SCHEMES (PRELIMINARY) ACT 1973



SEE SHEET 40 FOR HEIGHT STATEMENTS
 RELATING TO PT 93 DENOTED (XX) AT LEVEL 8

Surveyor: Wayne Allen Oliver-Tuck
 Subdivision No: 434-16
 Surveyor's Ref: 12667-Para-Resh-STG1
 Lengths are in metres. Reduction Ratio 1:200

Registered
 3.2.2017

SP94469

Sheet No. 31 of 51 Sheets

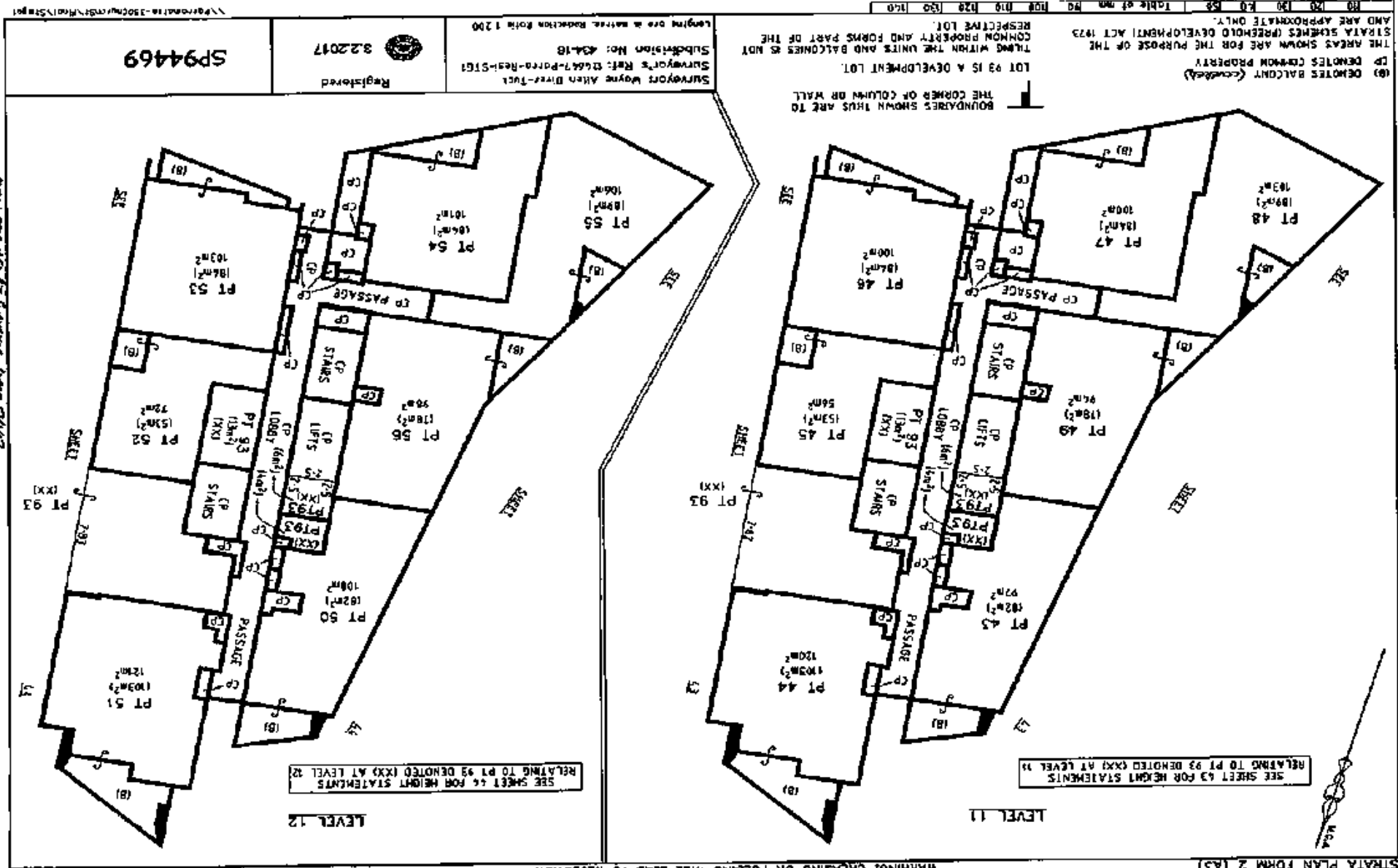
WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Plan provided for Subject's use only

STRATA PLAN FORM 2 (A5)

WARNING: CRASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 33 of 51 Sheets



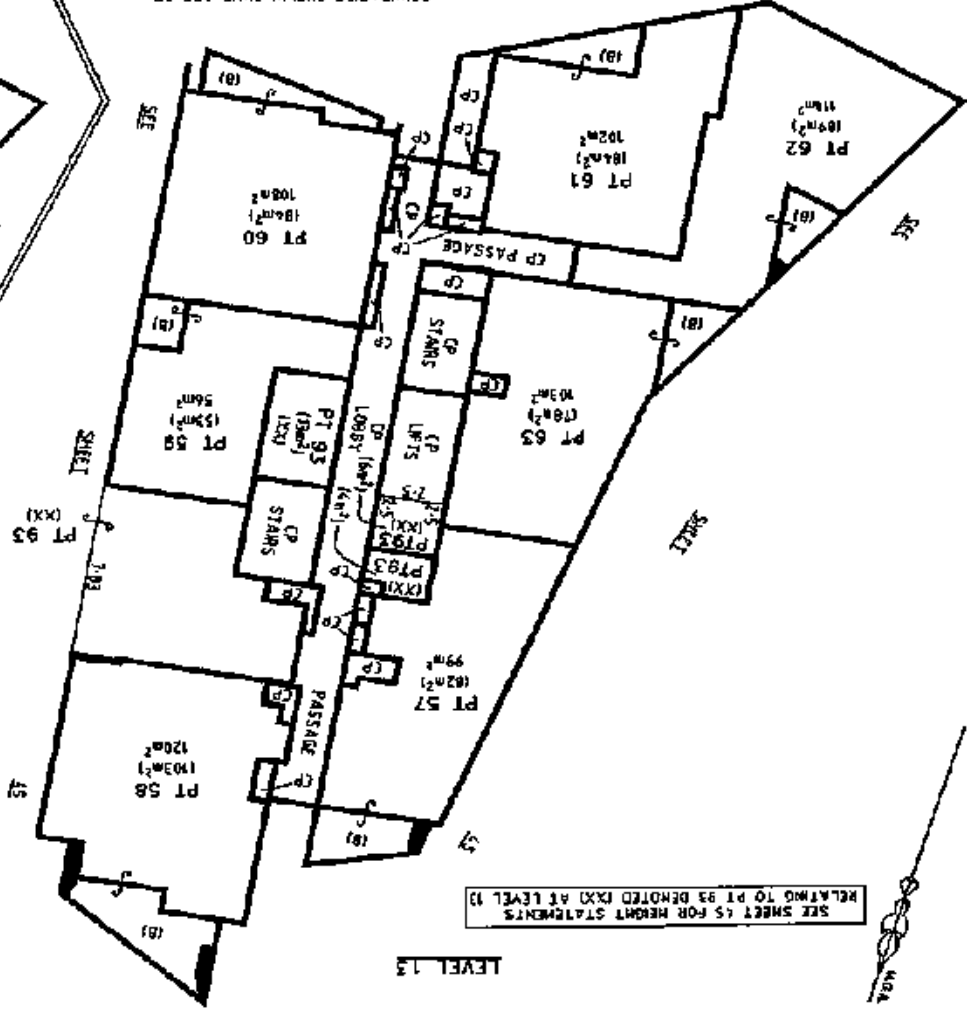
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA ACT 1973 (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.
 (b) DENOTES COMMON PROPERTY
 (b) DENOTES BALCONY (Circled)
 LOT 93 IS A DEVELOPMENT LOT.
 THE CORNER OF COLUMN OR WALL
 BOUNDARIES SHOWN ARE TO
 TILING WITHIN THE UNITS AND BALCONIES IS NOT
 RESPECTIVE LOT.

Drawn and checked by: [Signature] Date: 27/1/17

(B) DEMOTES BALCONY (common)
(F) DEMOTES COMMON PROPERTY
THE AREAS SHOWN ARE FOR THE
STRATA SCHEMES FREEHOLD DEVE
AND ARE APPROXIMATE ONLY.

LOT 93 IS A DEVELOPMENT LOT.
TITLED WITHIN THE UNITS AND BALCONIES IS NOW
COMMON PROPERTY AND FORMS PART OF THE
RESPECTIVE LOT.
TOPPOST OF THE
TOPPOST) ALL 1973

BOUNDARIES SHOWN THIS ARE TO THE CORNER OF COLUMN OF WALL



SEE SHEET 45 FOR HEIGHT STATEMENTS
RELATING TO PT 93 DEMOTED (XX) AT LEVEL 13

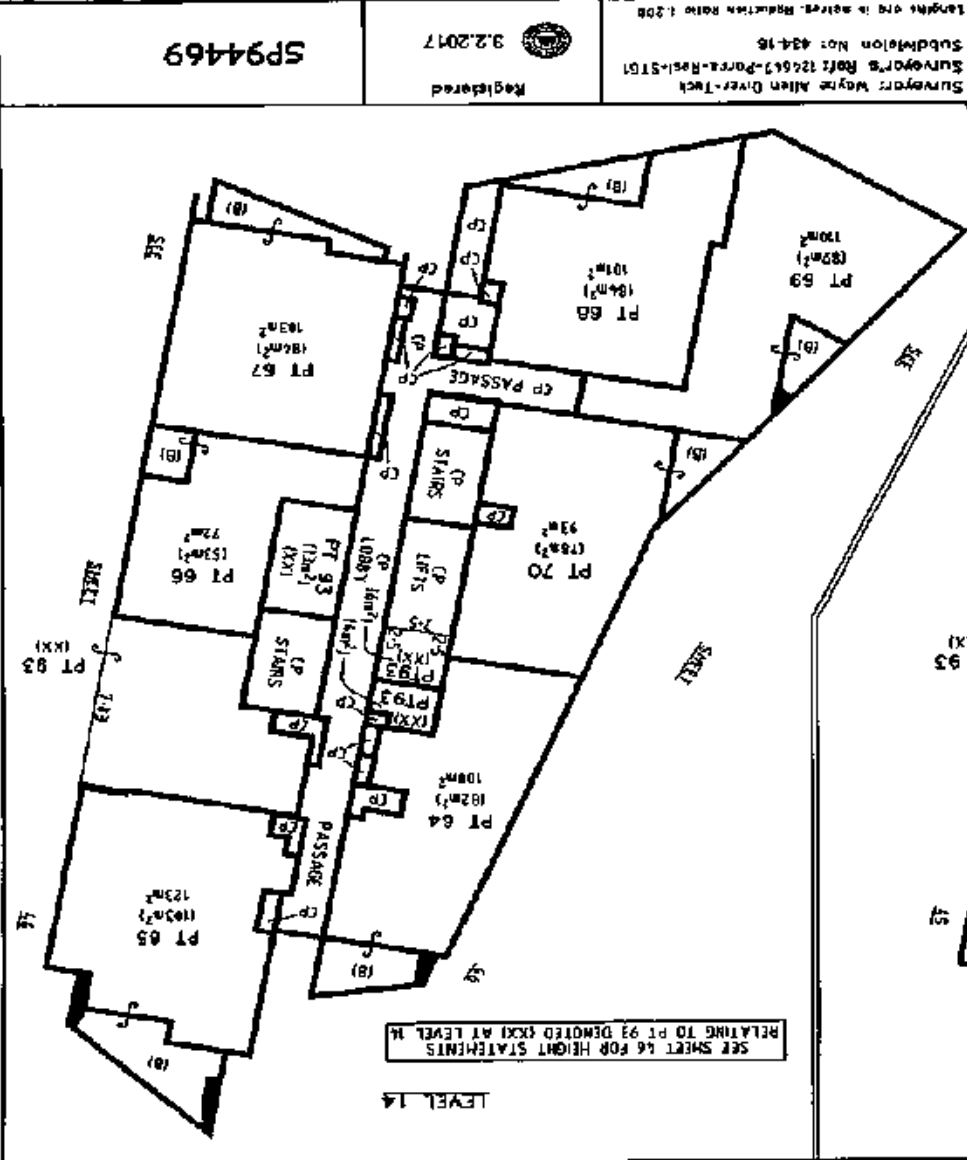
LEVEL 13

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 2 (A3)

SET SHEET 46 FOR HEIGHT STATEMENTS
RELATING TO P1 93 DEMOLISHED (XX) AT LEVEL 14

14. 13. 14



Surveyor Wayne Allen Oliver - Truck
Surveyor's Office 122667-Power-Resist
Subdivision No: 434-16
Length 479.16 meters. Maximum Ratio 1:208

Registered 9.2.2017

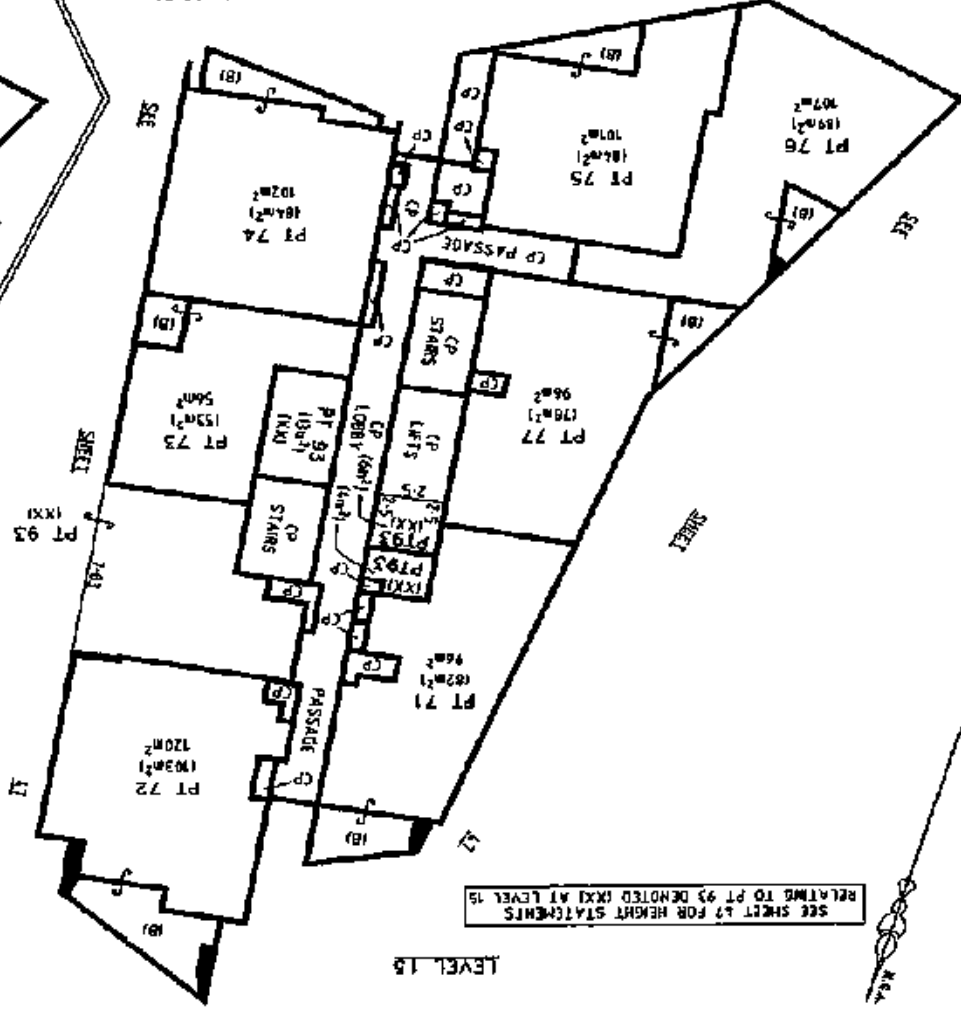
SP94469

\\POTOMAC114-330C\hr\ch51\Final\510121

Specimen Submitted by: J. Martinez-Rodriguez 12/11/17

(b) DENOTES BALCONY (COVERED)
 (b) DENOTES COMMON PROPERTY
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
 AND ARE APPROXIMATE ONLY.

LOT 93 IS A DEVELOPMENT LOT.
 TILING WITHIN THE UNITS AND BALCONIES IS NOT
 COMMON PROPERTY AND FORMS PART OF THE
 RESPECTIVE LOT.
 BOUNDARIES SHOWN ARE TO
 THE CORNER OF COLUMN OR WALL



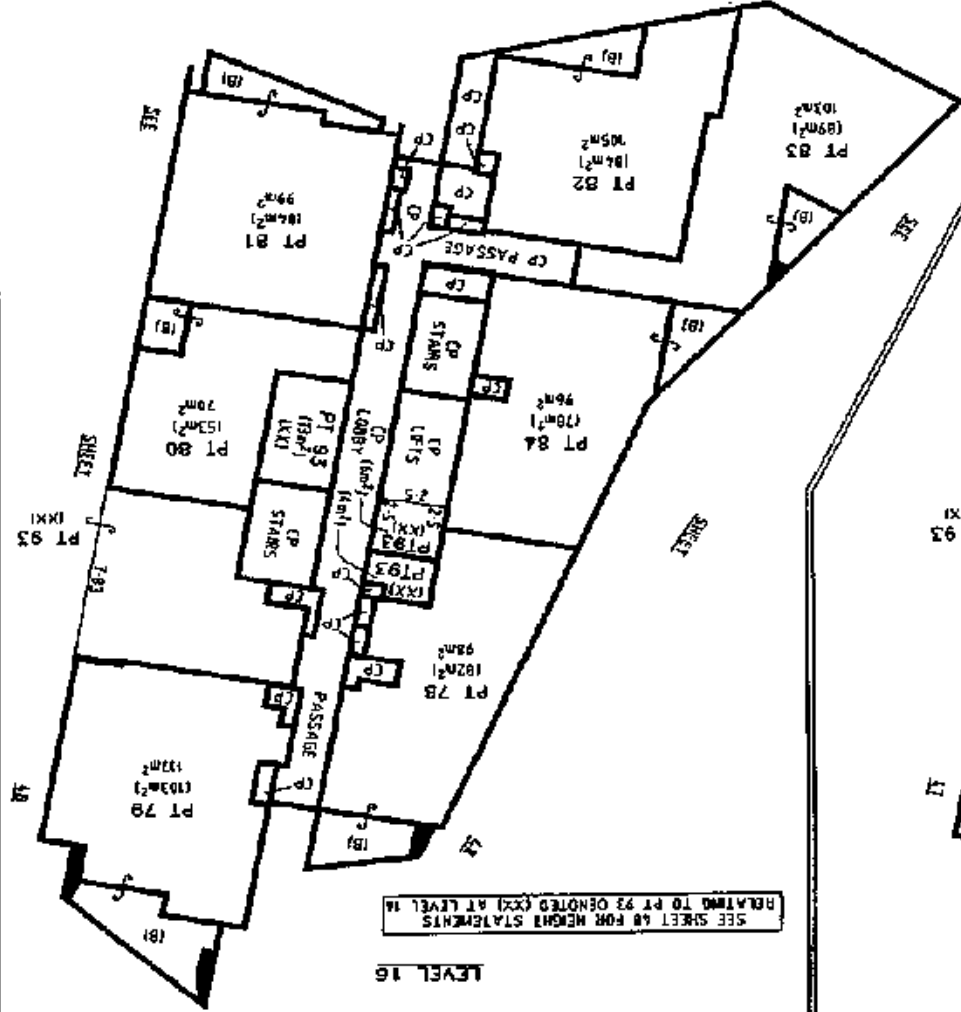
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Surveyor: Wayne Allen Diver-Tyler
 Surveyor's Ref: 04647-Power-West-5161
 Subdivision No: 434-16
 Laying out in metres. Reduction Ratio: 1:200

Registered
 3/2/2017

SP94469



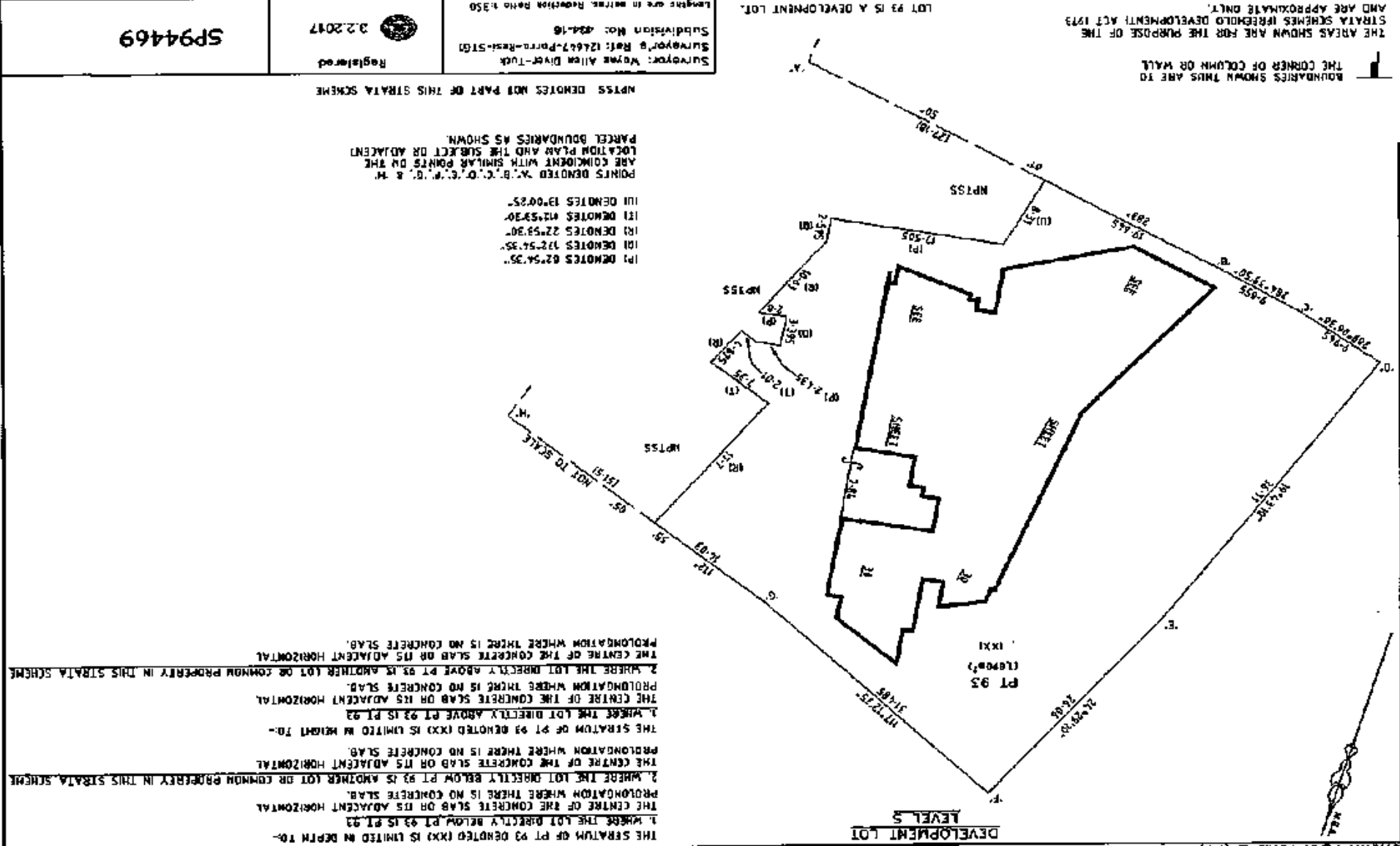
LEVEL 16

From Avenue to following plan 199173

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 37 of 51 Sheets



STRATA PLAN FORM 2 (A3)

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY

LOT 93 IS A DEVELOPMENT LOT.

SURVEYOR: WAYNE ALLAN DAVIS-JACK
Surveyor's Ref: 12447-Form-Reg-5161
Subdivision Ref: 434-96
Lengths are in metres. Reduction Ratio 1:350

Registered
3.2.2017

SP94469

NPTS DEMOTES NOT PART OF THIS STRATA SCHEME

POINTS DEMOTED A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ

NOT TO SCALE

DEVELOPMENT LOT
LEVEL 6

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

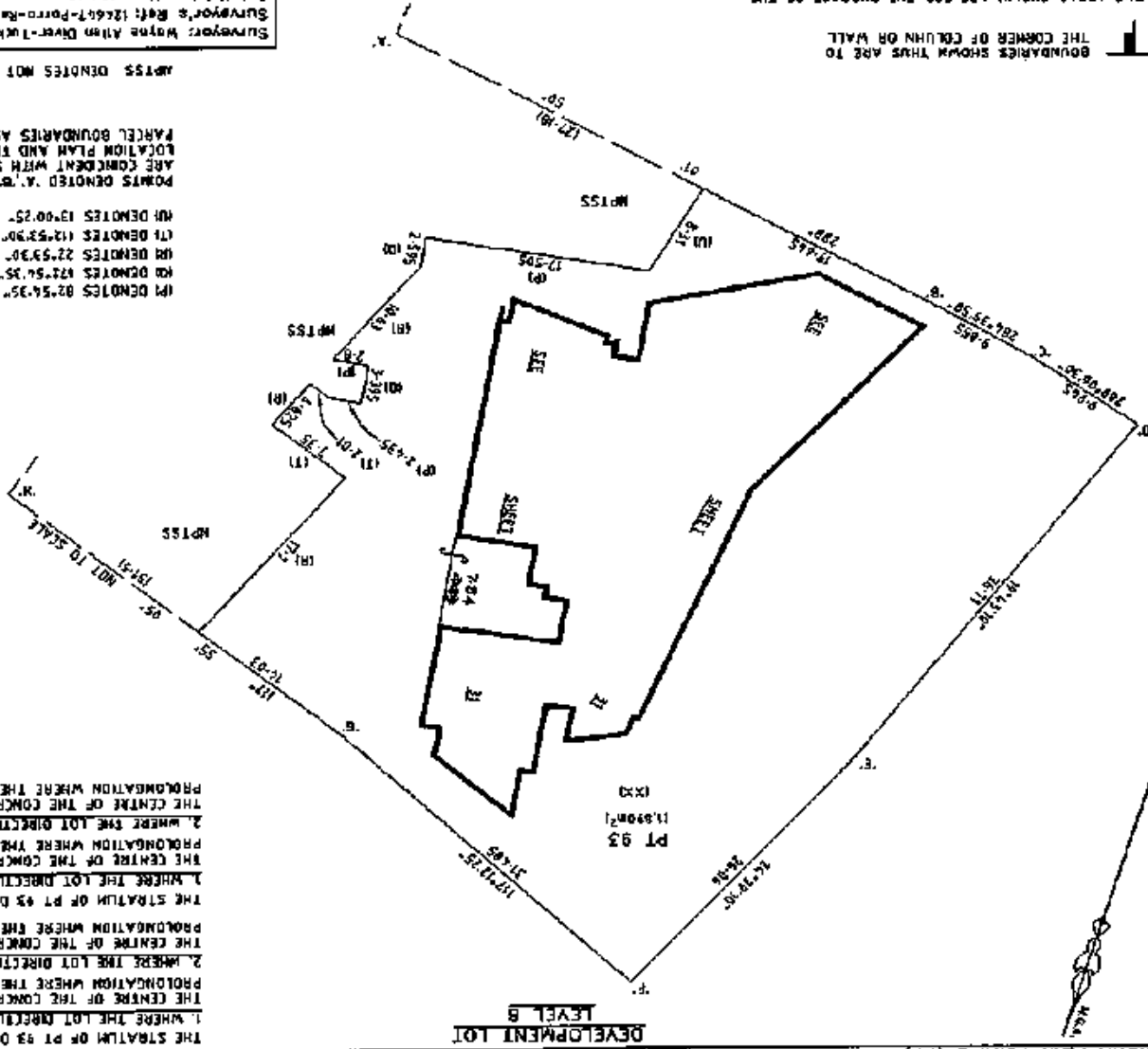
THE STRATA OF PT 93 DEMOTED (XX) IS LIMITED IN DEPTH TO:-
1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 92
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
THE STRATA OF PT 93 DEMOTED (XX) IS LIMITED IN HEIGHT TO:-
1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 94
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

Sheet No. 38 of 51 Sheets

BOUNDARIES OF COUNTRIES ARE TO THE CORNER OF COLUMN OR WALL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
STRATA SCHEMES IPREHOLD DEVELOPMENT ACT 1973
AND ARE APPROXIMATE ONLY.

LOT 15 IS A DEVELOPMENT LOT.



DEVELOPMENT LOT
LEVEL 8

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

THE STRAILIN OF PT 93 DEMOTED (XX) IS LIMITED IN DEPTH TO:-
1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PL 93
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
3. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PL 93
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
4. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

NOT TO SCALE

ENDLES 0245435"
ENDLES 4745435"
ENDLES 2245430"

CONFIDENTIAL WITH S
TION PLAN AND T
EL BOUNDARIES AS

POINTS DENOTED A, B, C, D, E, F, G, & H, ARE CORRELAT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

APR 55 DENTIES NOT PART OF THIS STRATA SCHEME

Surveyors Wayne Allen Over-Tuck
Surveyors Ref: 124647-Porto-Rosa-5761
Subdivision No: 434-10
Leases are in matrix. Reduction Ratio 7:350

Registered
3/22/2017

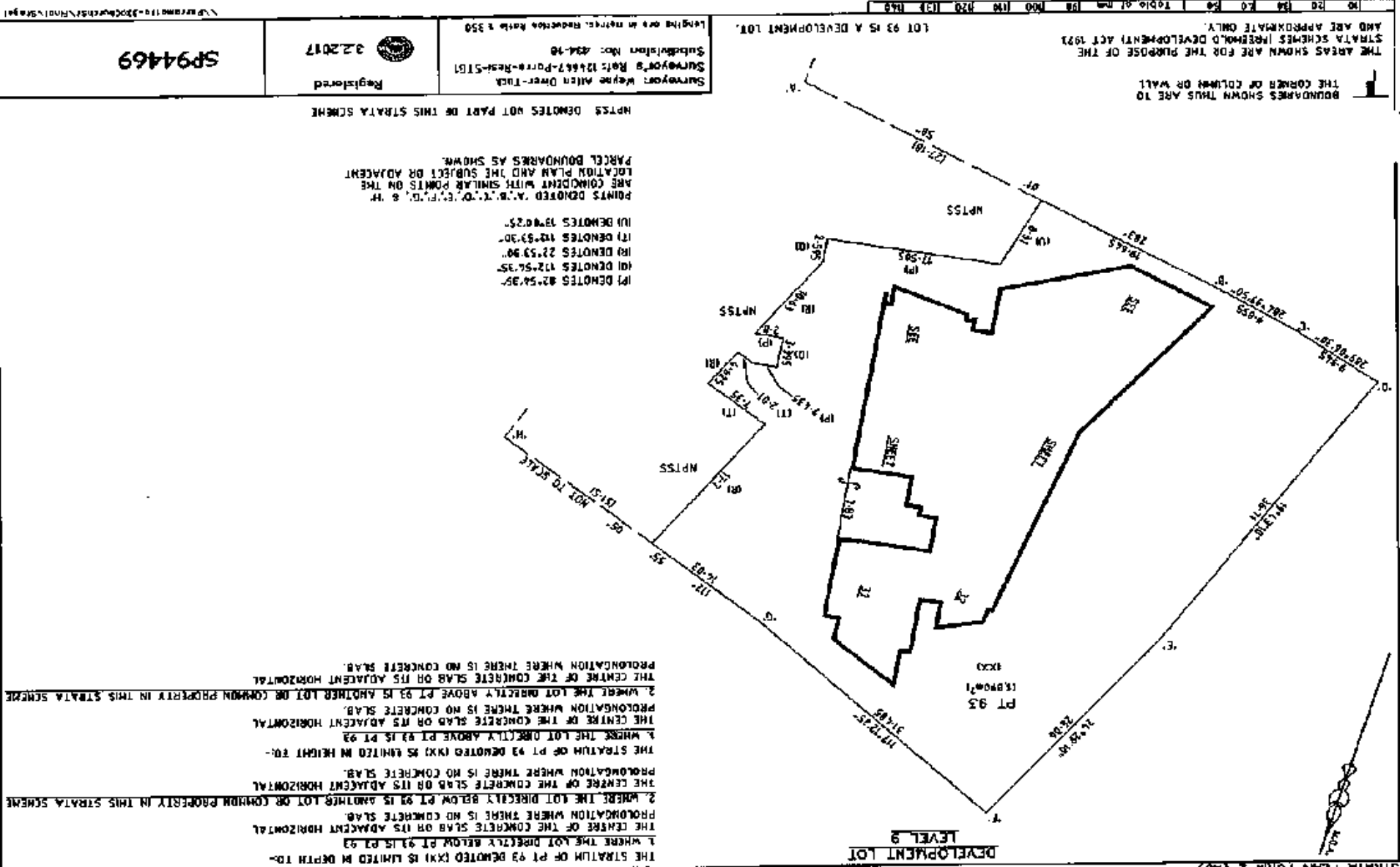
SP94469

Sheet No. 40 of 51 Sheets

STRATA PLAN FORM 2 (A3)

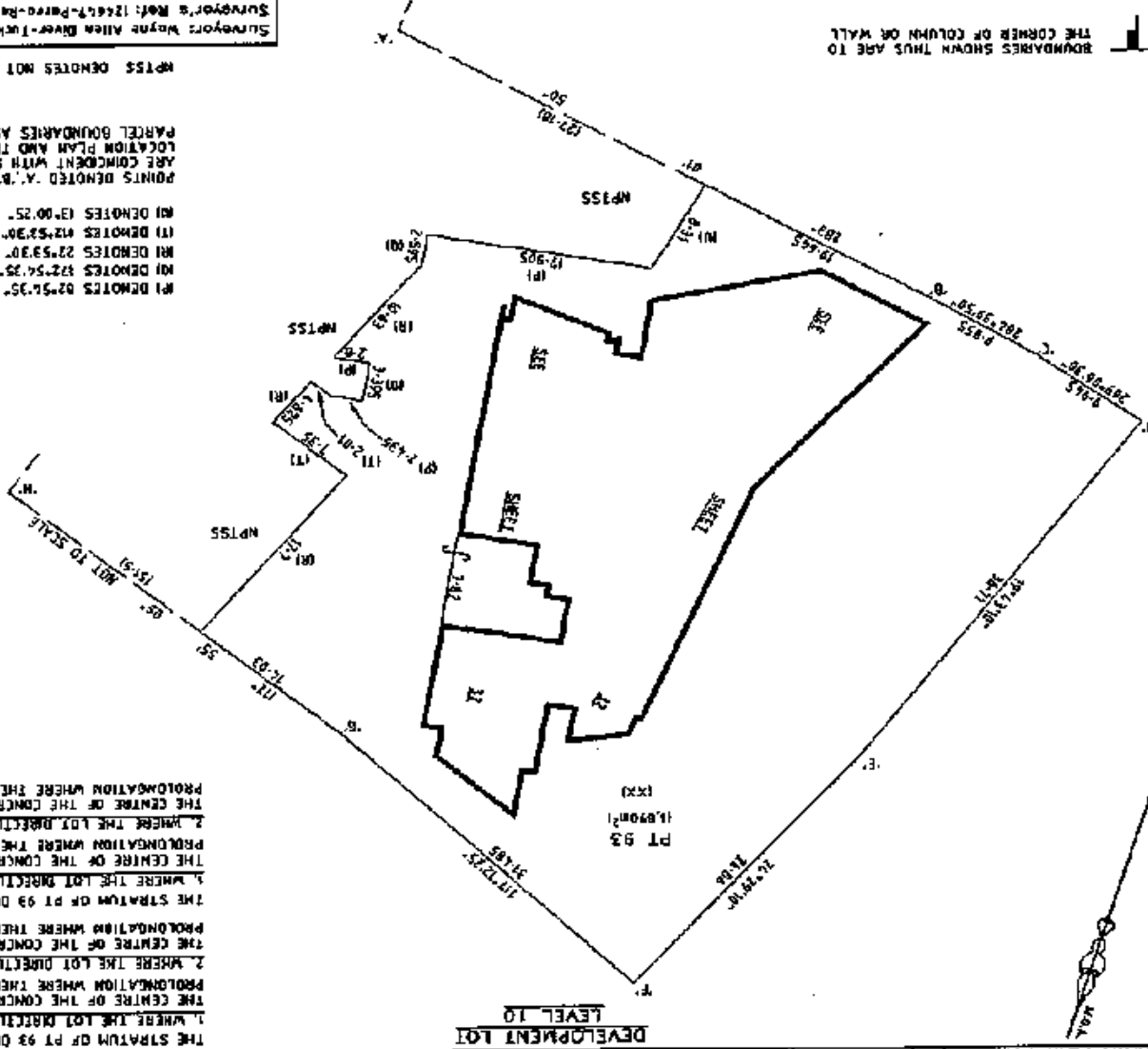
WARNING: CREASING OR FOLDING WILL LEAD TO REDUCTION

Sheet No. 48 of 51 Sheets



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL



DEVELOPMENT FOR
LEVEL 10

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

THE STRAUM OF PT 93 DEMOTED (XX) IS LIMITED IN DEPTH TO:-
1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROJECTION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROJECTION WHERE THERE IS NO CONCRETE SLAB.
THE STRAUM OF PT 99 DEMOTED (XX) IS LIMITED IN HEIGHT TO:-
3. WHERE THE LOT DIRECTLY ABOVE PT 99 IS PT 99
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROJECTION WHERE THERE IS NO CONCRETE SLAB.
4. WHERE THE LOT DIRECTLY ABOVE PT 99 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROJECTION WHERE THERE IS NO CONCRETE SLAB.

[illegible]

NP155 DENOTES NOT PART OF THIS STRATA SCHEME

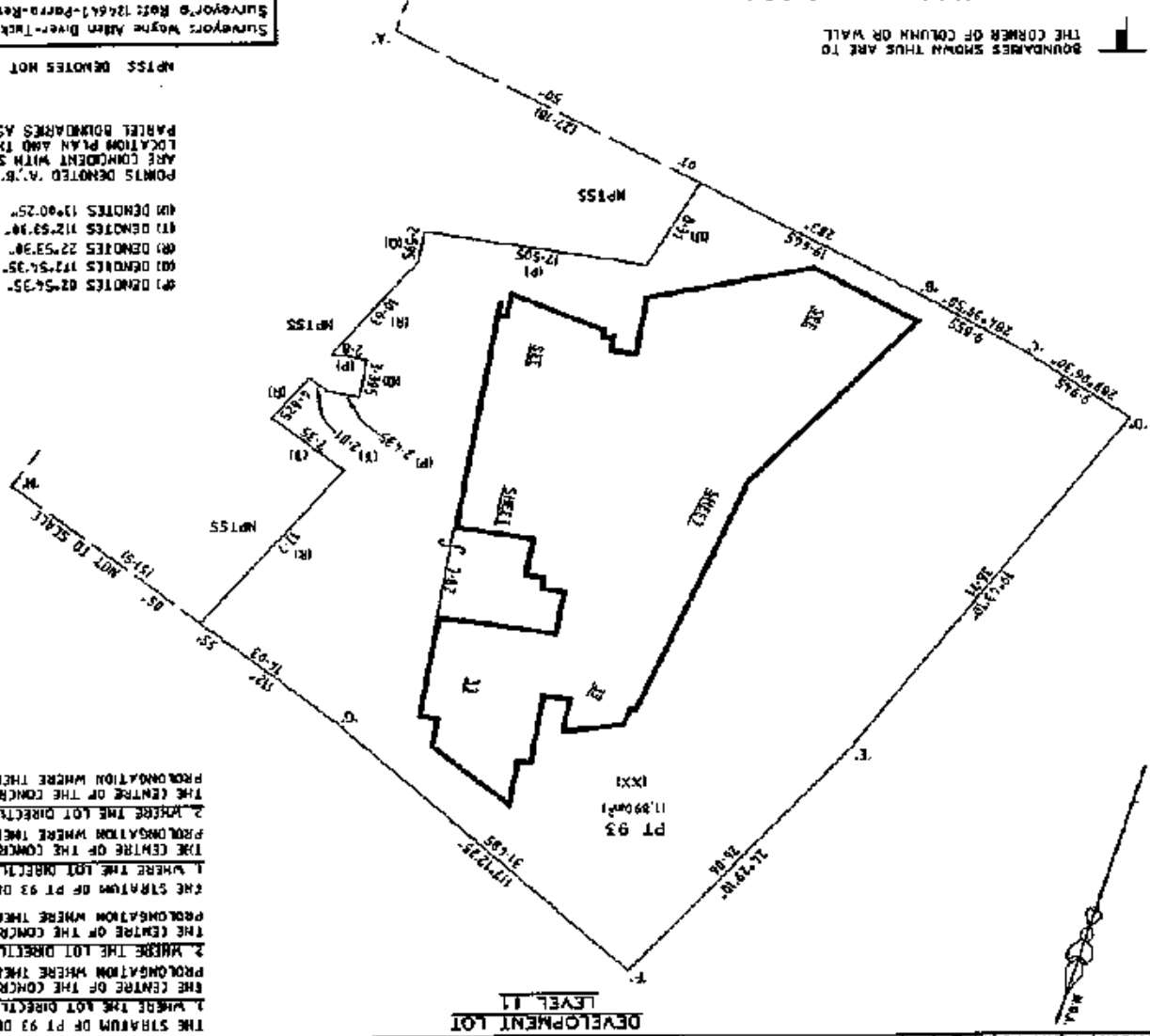
Subdivision No: 434-16
Surveyor's Ref: 12447-Paro-Rep-5G1
Leaths are in millers, Reduction Ratio 1:350

Registered
3.2.2017

SP94469

BOUNDARIES SHOWN THEREIN ARE TO THE CORNER OF COLUMN OR WALL.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (PRELIMINARY DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.



DEVELOPMENT LOT
LEVEL 11

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

THE STRIUM OF P1 93 DEMOTED (XX) IS LIMITED IN DEPTH TO:-
1. WHERE THE LOT DIRECTLY BELOW P1 93 IS P1 93
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROJECTION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY BELOW P1 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROJECTION WHERE THERE IS NO CONCRETE SLAB.
3. WHERE THE LOT DIRECTLY ABOVE P1 93 IS P1 93
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROJECTION WHERE THERE IS NO CONCRETE SLAB.
4. WHERE THE LOT DIRECTLY ABOVE P1 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROJECTION WHERE THERE IS NO CONCRETE SLAB.

[illegible]

NP155 DENOTES NOT PART OF THIS STRATA SCHEME

Surveyor's Name: ALLEN RIVER - LICK
Surveyor's No: 12461-Perma-Res-516
Subdivision No: 434-16
Lengths are in meters. Reduction factor is 350

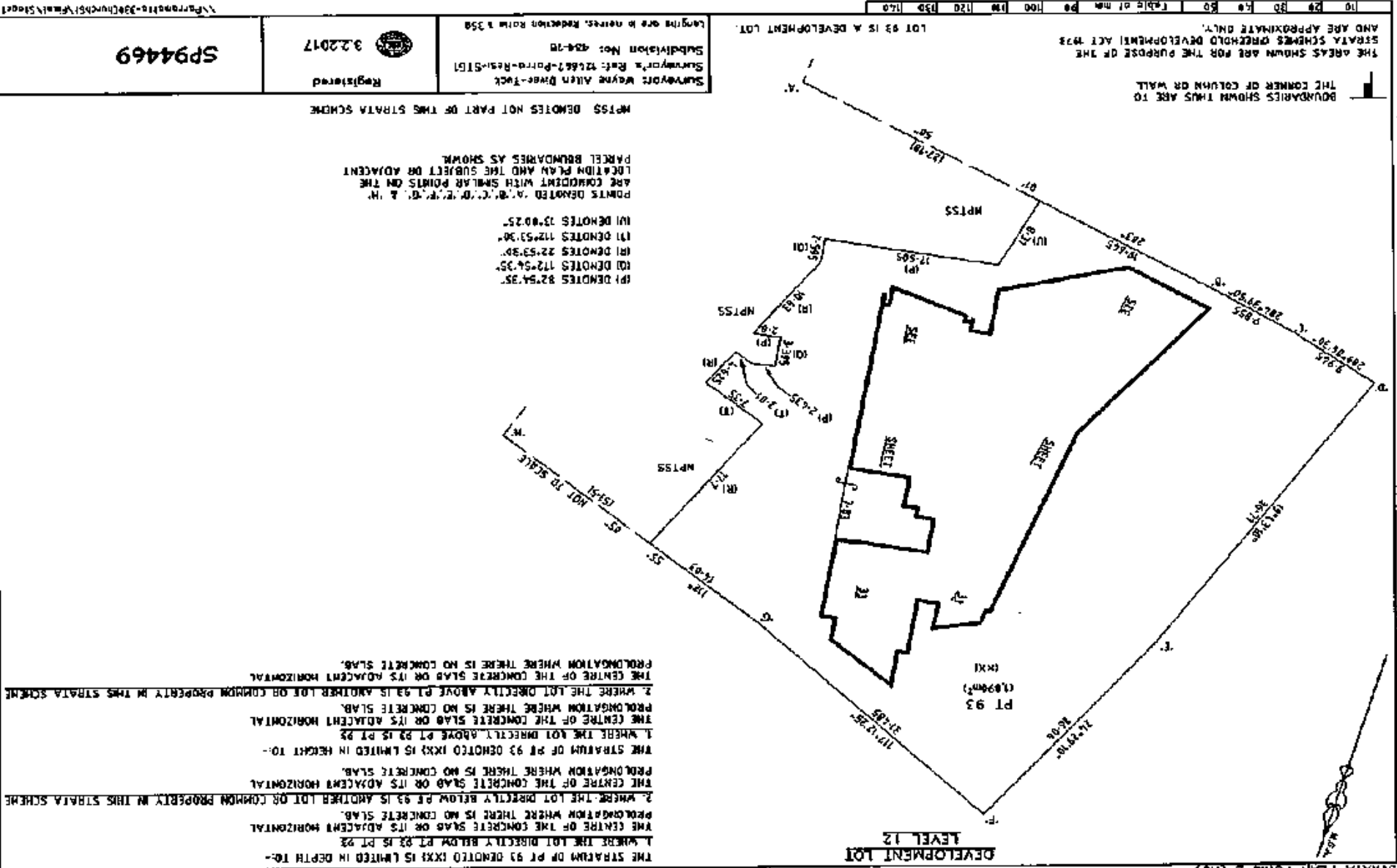
Registered


SP94469

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 44 of 51 Sheets



BOUNDARIES SHOWN THUS  THE CORNER OF COLUMN
THE AREAS SHOWN ARE FOR THE
STRATA SCHEMES (FEET/1000)
AND ARE APPROXIMATE ONLY.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
STRATA SCHEMES (FAEHOLO DEVELOPMENT) ACT 1973
AND ARE APPROXIMATE ONLY.

101 03 IS A DEVELOPMENT LOT.

Surveyor's Wayne Allen Dwyer-Tech
Surveyor's Ref: 124647-Porto-Resi-S161
Subdivision No: 434-16
Langlois area in meters. Reduction Ratio: 1:350

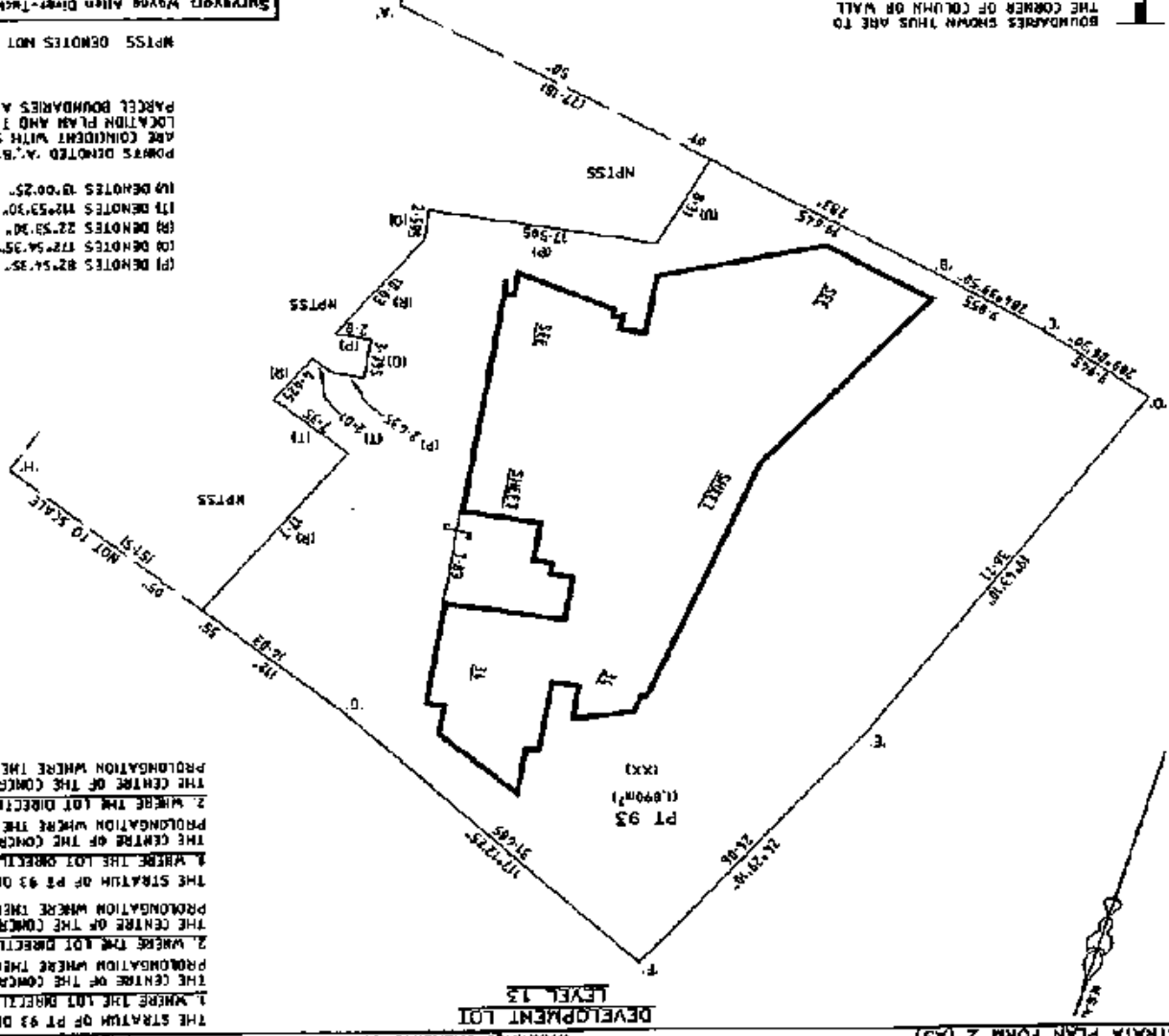
Registered
3.2.2017

SP94469

NP155 DENOTES NOT PART OF THIS STRATA SCHEME

PARCEL BOUNDARIES AS SHOWN.
 MAKE COINCIDENT WITH SURVEY POINTS ON THE
 LOCATION PLAN AND THE SURVEY OR ADJACENT
 POWERS DATED A.B.C.D.E.F.G. & H.

THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN DEPTH TO:-
1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
THE STRATUM OF PT 93 DENOTED (XX) IS LIMITED IN HEIGHT TO:-
1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
PROLONGATION WHERE THERE IS NO CONCRETE SLAB.



STRATA PLAN FORM 2 (A3)

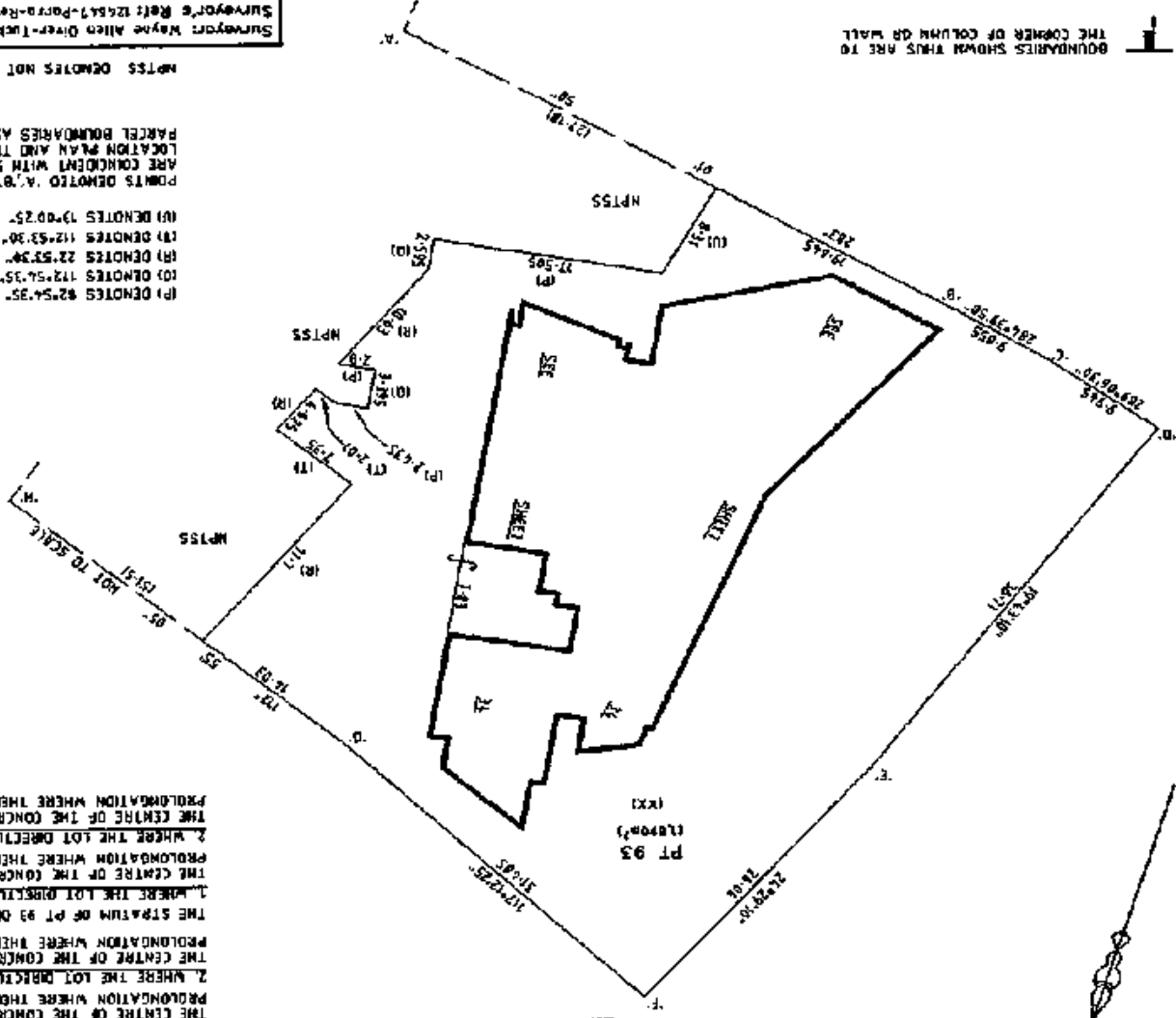
Sheet No. 46 of 51 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

DEVELOPMENT LOT
 LEVEL 14

THE STRATA OF PT 93 DENOTES (XX) IS LIMITED IN DEPTH TO:-
 1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
 2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THE STRATA SCHEME
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
 THE STRATA OF PT 93 DENOTES (XX) IS LIMITED IN HEIGHT TO:-
 1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
 2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THE STRATA SCHEME
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

NOT TO SCALE
 1:500



THE CORNER OF COLUMN OR WALL
 BOUNDARIES SHOWN ARE TO

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
 STRATA SCHEMES (RECEIVED DEVELOPMENT) ACT 193
 AND ARE APPROXIMATE ONLY.

LOT 93 IS A DEVELOPMENT LOT

Surveyor: Wayne Allen Oliver-Tuck
 Subdivision No: 434-16
 Length: 100 m, Reduction Ratio: 1:350

Registered
 3.2.2017

SP944469

NOTES DENOTES NOT PART OF THIS STRATA SCHEME

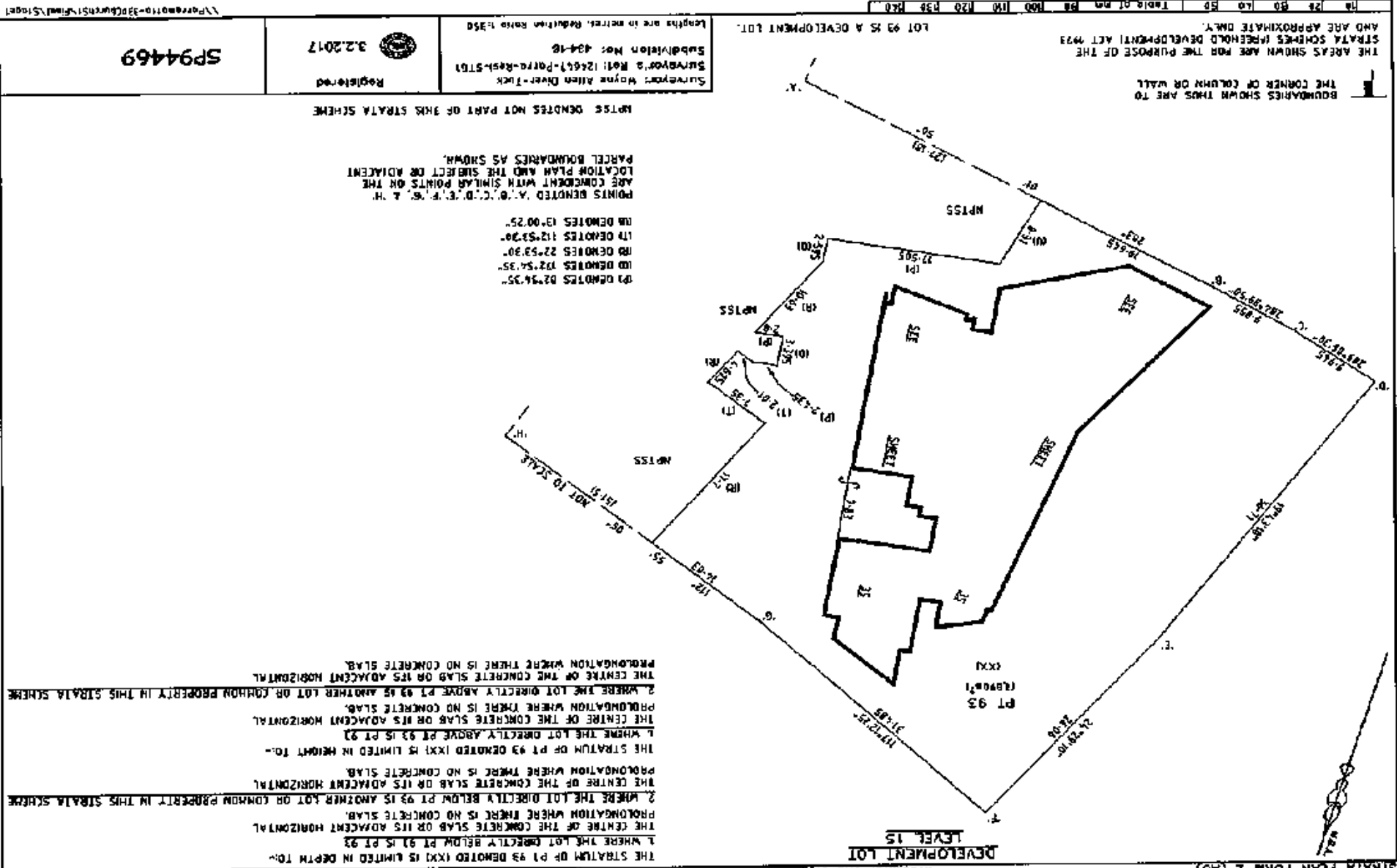
POINTS DENOTES A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z
 ARE CONCURRENT WITH SIMILAR POINTS ON THE
 LOCATION PLAN AND THE SUBJECT OR ADJACENT
 PARCEL BOUNDARIES AS SHOWN.
 (P) DENOTES 42°54'35"
 (Q) DENOTES 112°54'35"
 (R) DENOTES 22°57'34"
 (S) DENOTES 112°53'30"
 (T) DENOTES 12°49'25"

\\P:\P\00000000-330Church\51\Main Streets

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 47 of 57 Sheets



STRATA PLAN FORM 2 (A3)

Sheet No. 49 of 51 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DEVELOPMENT LOT
 LEVEL 17

1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 93
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
 2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
 3. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
 4. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

THE STRATUM OF PT 93 DENOTES (CXX) IS LIMITED IN HEIGHT TO:-
 1. WHERE THE LOT DIRECTLY ABOVE PT 93 IS PT 93
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
 2. WHERE THE LOT DIRECTLY ABOVE PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

NOT TO SCALE

(P) DENOTES 82°54'35"
 (Q) DENOTES 172°54'35"
 (R) DENOTES 22°53'30"
 (S) DENOTES 112°53'30"
 (U) DENOTES 19°02'25"

POINTS DENOTES A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ

NPTS DENOTES NOT PART OF THIS STRATA SCHEME

Surveyor Wayne Allen Dwyer-Jock
 Surveyor Ref: 125647-Power-Best-5701
 Subdivision No: 434-16
 Lengths are in metres. Reduction Scale 1:350

Registered
 3.2.2017

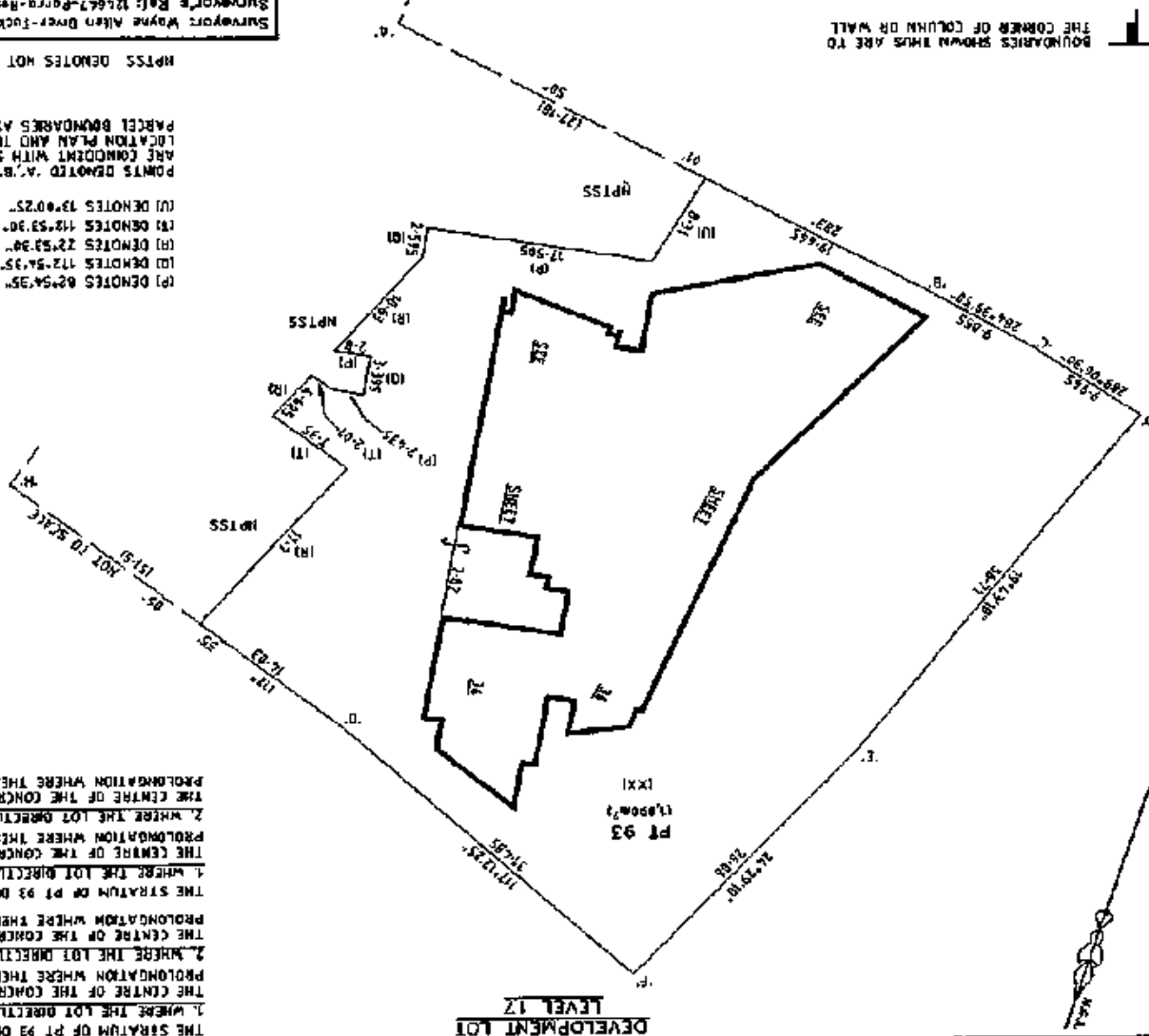
SP94469

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LOT 93 IS A DEVELOPMENT LOT.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
 STRATA SCHEMES GREENHOLD DEVELOPMENT ACT 1973
 AND ARE APPROXIMATE ONLY.

THE CORNER OF COLUMN OR WALL



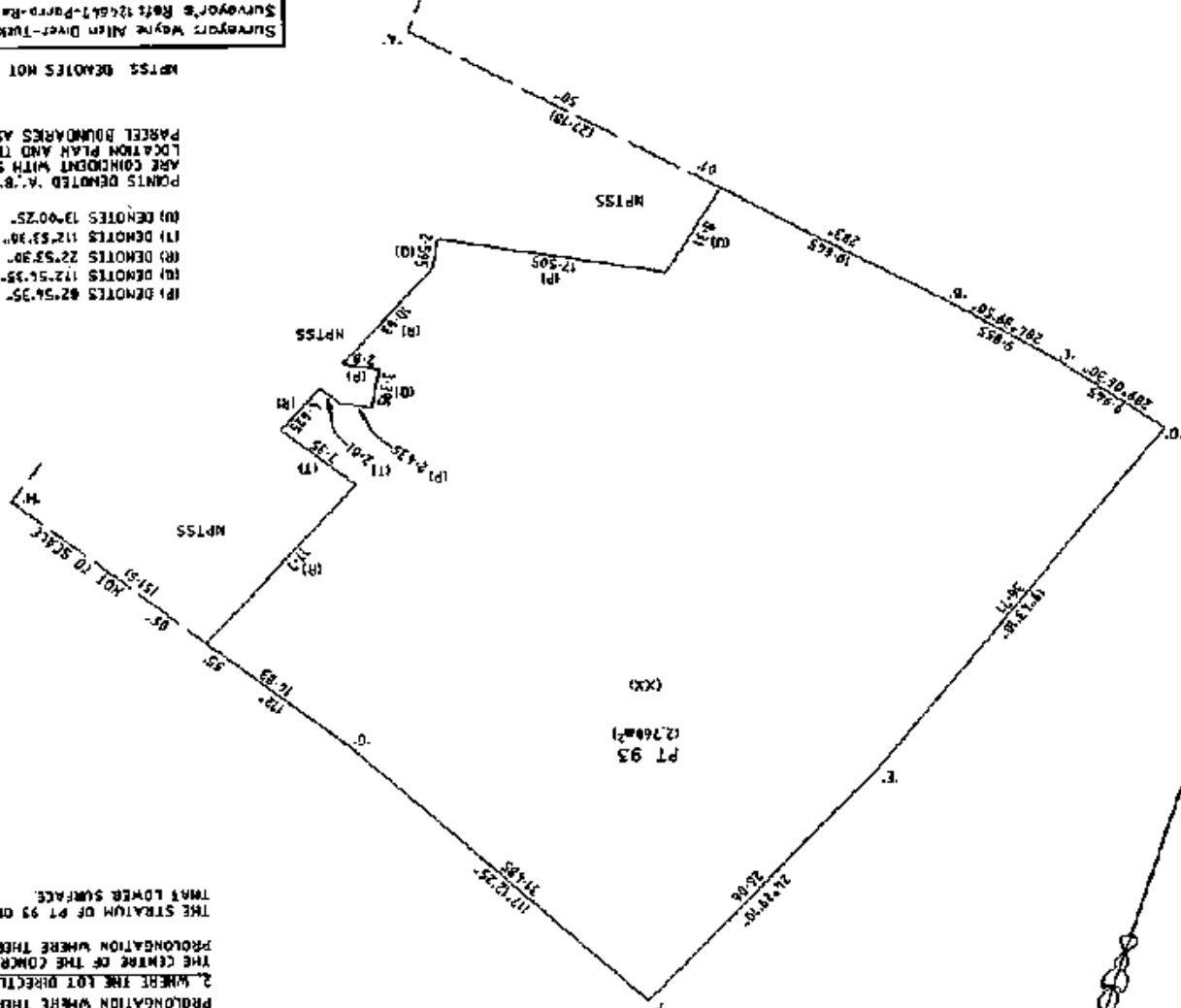
STRATA PLAN FORM 2 (A5)

WARNING: CRASSING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 50 of 51 Sheets

DEVELOPMENT LOT
LEVEL 18 AND ABOVE

THE STRATUM OF PT 93 DENOTES (XX) IS LIMITED IN DEPTH TO:-
 1. WHERE THE LOT DIRECTLY BELOW PT 93 IS PT 92
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
 2. WHERE THE LOT DIRECTLY BELOW PT 93 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME
 THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL
 PROLONGATION WHERE THERE IS NO CONCRETE SLAB.
 THE STRATUM OF PT 93 DENOTES (XX) IS LIMITED IN HEIGHT TO 200 ABOVE
 THAT LOWER SURFACE.



LOT 93 IS A DEVELOPMENT LOT

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
 STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973
 AND ARE APPROXIMATE ONLY.

Surveyors Wayne Allan Dwyer-Turk
 Surveyors Ref: 124641-Purvey-Bass-STC1
 Subdivision No: 424-15
 Lengths are in metres. Reduction Ratio 1:350

Registered
 3.2.2017

SP94469

NOTES DENOTES NOT PART OF THIS STRATA SCHEME

POINTS DENOTES A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

EASEMENTS AFFECTING THE WHOLE OF LOT 1 DP1225807

EASEMENT FOR ACCESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR FIRE SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 4 STORMWATER PUMP OUT PITS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 4 BACKUP GENERATOR ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVELS 3 & 4 SPRINKLER TANK (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 GENERATOR DIESEL GENERATORS FOR THE PARKING LEVEL 4 STORMWATER PUMP OUT PITS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 SPRINKLER/HYDRANT ELECTRICAL PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 RELAY BOOSTER ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 SEWER PUMP ROOM FRESH AIR SUPPLY FAN (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WESTERN COLD WATER PUMP & WATER METER ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE CHURCH STREET SHARED LIFT BETWEEN PARKING LEVEL 1 & LEVEL 1 (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807 (No.10)
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 HOT ROOM AIR FAN ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MAIN SWITCH ROOM FRESH AIR FAN (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 SUPPLY AIR FAN ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807 (No.21)
 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FASTER GREASE ARRESTOR ROOM EXHAUST FAN (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL CONTROL ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL GAS SUPPLY ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE MEZZANINE LEVEL STAIR PRESSURISATION PLANT ROOM FOR PARKING LEVEL 4 TO GROUND LEVEL (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 STAIR PRESSURISATION PLANT ROOM FOR PARKING LEVEL 4 TO GROUND LEVEL (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 1 TO LEVEL 1 EXTERNAL WALL SMOKE (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 SUPPLY AIR PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 3 AIR CONDITIONING UNITS FOR RETAIL AREAS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 MECHANICAL PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR ACCESS AND USE OF THE LEVEL 4 EXTERNAL LANDSCAPED AREAS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807
 EASEMENT FOR CONSTRUCTION ACCESS & CONSTRUCTION WORKS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1225807

WARNING: GREASING OR POLING WILL LEAD TO REJECTION

STRATA PLAN FORM 2 (A3)

Sheet No. 51 of 51 Sheets

SP94469

Registered
 3.2.2017

Surveyor: Wayne Allen Oliver-Junk
 Surveyor's Ref: 124467-Perito-Reg-STE1
 Subdivision No: 434-10
 Legals are in matrix. Reduction Ratio: 1

\\Perito\work\330Church\51\Final\Stage1

4 Annexure D – Moisture Metering

Moisture metering is performed with a calibrated *GE Protimeter Surveymaster* moisture measurement system which is used for measuring the moisture level of non-conductive and porous construction materials.

It has two modes of operation; search and measure, when both modes of operation are used together, the modes greatly enhance the user's ability to identify the extent and profile of excess moisture and diagnose the cause of moisture related problems.

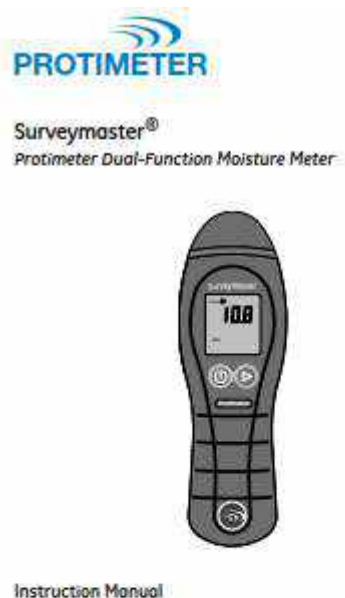
The Surveymaster incorporates a digital display that is synchronized with a color coded LED scale. Whereas the digital display shows the actual moisture level of the material under investigation, the LED scale indicates the material's moisture condition as below:

Acceptable "air dry stated" readings are based on the average equilibrium moisture content for the NSW Sydney (coastal) regional area being between 10-15% as identified within table C1 of AS1684.4-2006.

The meter shows the following moisture ranges:-

- **Green** zone readings represent a safe, air dry state (7 – 16.9%)
- **Yellow** zone readings represent a borderline state (17 – 19.9%)
- **Red** zone readings represent a damp condition (20-99.9%)

The areas referred to in this report as having moisture related defects produced as Red zone reading representing a damp condition when measured with the *GE Protimeter Surveymaster* moisture measurement system.



Amphenol
Advanced Sensors

INS5365 Rev. B
May 2014

NOVEMBER 20, 2018



HYDRAULIC REPORT

SP94469: 330 CHURCH STREET, PARRAMATTA NSW 2150

W: NOVIION.COM.AU
E: ADMIN@NOVIION.COM.AU
T: 02 9635 5461
ABN: 63 607 716 772

Summary

Client	SP94469
Client Address	330 Church Street, Parramatta
Client Representative	New South Wales Strata Management
Attention	Michael Longhurst
Job #	1391

Revision History

Revision	Date
1	November 20, 2018

Building Description

The building is a multi-storey concrete structure with reinforced concrete slabs and an underground basement.

Building Classification

The building is classified in accordance with Section A3.2 of the Building Code of Australia as:

Class 2: a building containing 2 or more sole-occupancy units each being a separate dwelling

Class 7a: a building which is a carpark

Scope

The building was inspected on the 18th of August 2018 to assess the domestic hot water systems and their installation. The reason for this review is to access the hot water issues from building occupants experiencing with the result of their hot water bills being high.

Inspection Information

The inspection was undertaken during fine weather conditions.


Tools used


Enware Aquablend Digital Thermometer- enables the user to review the water temperature within a water pipe.


Limitation of the report



See section 2 Report Conditions

1 Assessment

ITEM	1
Photo 1	
Photo 1 comments	<ol style="list-style-type: none"> 1. Typical image of a hydraulic services riser cupboard with individual apartment hot water meters, cold water and gas isolation valves. 2. Hydraulic services installation has been installed in a tradesman like manner with no obvious defects visible.

ITEM	2
Photo 2	
Photo 2 Comments	<p>Multiple residents within the complex reported excessive billing, particularly gas usage was is connected to the hot water system. Noviiion engineering was engaged to assess Unit 3004 to assess the installation of the hot water meters and if the meters had been labelled incorrectly. Noviiion carried out tests on apartment 3004 to identify any abnormal items that could contribute to the reported expensive hot water bills. The items tested with the following results;</p> <ol style="list-style-type: none"> 1. The waiting time for hot water delivery to the main shower rose took approximately 25 seconds. This is a typically normal for low flow water efficient showers roses. 2. The hot water temperature was record at the shower rose of 47 degrees Celsius. This temperature is acceptable and within the current regulations, with the maximum being 50 degrees Celsius. 3. On one of the suspect apartments we witnessed, the hot water meter correctly reading the water being used for apartment 3004. 4. The hot water meter at the time of the inspection show a reading of 50.9m3 (50,900 litres) and the unit has been occupied for approximately 12 months. An estimate of the approximate water usage based 365 days equates to 139.5 litres per day for two people living in a one-bedroom apartment. The recorded usage is considered to be above average usage for hot water usage in a one-bedroom apartment. This estimate could change based on the actual number of occupied days and occupations. <p>Furthermore, there are two items that could be contributing to high hot water bills which could be;</p> <ol style="list-style-type: none"> 1. the wiring that interconnects the hot water meter to the database could be incorrectly assigned to a different apartment. It is recommended that the relevant utility authority be engaged to confirm this. 2. The utility rate for hot water usage could be higher compared with other retailers. It could be in the owner's best interest to seek quotes from other retailers for hot water supply rates, and/or negotiate with the current retailer.

ITEM	3
Photo 3	
Photo 3 comment	The domestic hot water systems were assessed on the temperature delivery of hot water. It was witnessed the hot water plant was producing hot water at 60 Degrees Celsius, which is an acceptable temperature

ITEM	4
Photo 4 Comments	 
Photo 4 Comments	The hot water flow and return temps were recorded to have a loss of 13.3 degrees Celsius. This variance is on the limits of being inefficient (subject to the time if day) but given the size of the system this would appear acceptable.

2 Report Conditions

1. Noviiion Engineering has been engaged by the above client to produce a report in accordance with the terms and conditions for the inspection as per the fee proposal and/or our standard terms and conditions.
2. This report is based upon a visual inspection of the property and, limited to the scope of works mentioned above.
3. The works are limited to those described above. This report has been prepared for "The Client", and should not be relied upon by any third party.
4. No responsibility is undertaken to any third party in the use of this report.
5. No detailed calculations or quantitative assessments of the adequacy or compliance of the building to current design codes or the Building Code of Australia (BCA) were carried out as part of this survey, nor was any physical materials testing carried out or enquiries made of statutory authorities in connection with the building.
6. Note that while all reasonable effort was made to access all areas of concern, some areas were difficult to access. We have not inspected those parts of the building or its services which are built in, covered up or otherwise made inaccessible in the normal course of construction or occupation and we are, therefore, unable to state that such parts are free from rot, beetle, corrosion or any other defect whatsoever.
7. Whilst this report is based on a reasonably detailed visual inspection of the building described in this report, we do not purport to have discovered or seen every hidden defect or structural condition in existence and as such, defects or structural conditions should not be inferred from the descriptions or photographs forming this report.
8. Our inspection was related to strictly the identified in the fee proposal and excludes defects, which are not reasonably detectable during a visual inspection.
9. We did not inspect drainage systems, hydraulic services, ventilation systems, fire protection systems, or other elements, which would require opening up of the structure fabric.
10. Our services do not extend to advising on asbestos and We shall have no liability for any claims arising out of or in connection with asbestos.
11. Noviiion Engineering Pty Ltd provides no warranty for its contents to any client or third Party. We take no responsibility for any loss or damages due to any assumptions or comments made in this report.
12. Noviiion Engineering Pty Ltd limits its liability by producing this document to a maximum of the value of the services it has provided for this item of work and will not be liable for any indirect or consequential loss or damages including loss of profits or loss of opportunity.
13. For any information or recommendation no guarantee is given that the above information will solve the issues identified.
14. Noviiion Engineering Pty Ltd retains full copyright ownership in this Report. Once full payment for the completion of this Report is received, We provide a license to the Client to use this Report only for the purposes under which Noviiion Engineering Pty Ltd was instructed to prepare it.
15. Our observations and comments are made based on our experience. These observations may or may not be the actual cause of the issue, given the nature of remedial engineering's. The identified issues may be the result of a combination of multiple sources. As such no guarantee or liability is given that the above information will solve the issues identified.
16. Information in this report is based on our visual observations which are in line with our previous experience dealing with similar issues. Unless noted otherwise, no destructive investigations were undertaken. Noviiion Engineering Pty Ltd (ABN 63 607716 772) cannot accept any responsibility or liability for any use of or reliance on the contents of this report by any third party
17. Except to the extent noted in this report, we have not made enquiries of any statutory authorities concerning the present arrangements within the building or the likely effect of any proposed occupation. We should advise that the complexity of the Building Codes and other statutory enactments can have a material effect on the way in which building may be planned and used and upon the cost on consequential work. It is assumed that professional advice will be sought at the appropriate stage to determine any works which may be necessary due to any planned occupation.
18. We have not, except to the extent mentioned in this report, carried out any tests or made any enquiries concerning particular materials.
19. In cases where suppliers or contractors or consultants are instructed to carry out tests or prepare reports, it should be noted, whilst we will take every care in instructing these suppliers or contractors or consultants, we cannot accept responsibility for their report and shall not be liable for error or omission therein. In appointing such suppliers or contractors or consultants we act only as an agent on behalf of the client, and the contractual rights and obligations lie directly between the client and the relevant suppliers or contractors or consultants.

06 June 2023

ANNUAL GENERAL MEETING

THE OWNERS - STRATA PLAN NO 94469
ALTITUDE
330 CHURCH STREET, PARRAMATTA, NSW, 2150





Dear Owner,

Please find enclosed your notice, agenda, voting paper and associated supporting documents for the upcoming general meeting for Strata Plan 94469.

The Meeting is scheduled to be held as follows:

DATE:	Tuesday 27 June 2023
COMMENCEMENT:	6:00 PM
LOCATION:	Video Conference: https://meet.nswstrata.com.au/4578615

The attached document contains:

-  **Notice of Meeting:** Which details the date, time and location of the meeting.
-  **Agenda:** List of items for consideration at the meeting.
-  **Instructions:** Including attendance, meeting procedures and voting rights.
-  **Attachments:** Supporting documents and forms for voting and updating of your details.

We ask that you read the information carefully as the matters to be considered will impact the running of your scheme and sets out your rights and responsibilities in respect of the meeting.

We encourage you to attend the meeting, however we understand that you may not be able to attend yourself. If you are not able to attend, we have provided the required proxy form to enable you to ensure that votes are recorded for your lot(s). Instructions are also included to assist you with submitting valid proxy forms.

Please also consider registering your email address using the attached form to receive agendas and minutes of meetings, and other notices via email.

If you require any further information or assistance in relation to the meeting, you are welcome to contact our office.

Regards
Sachin Sharma
Licensed Strata Managing Agent
Liability limited by a scheme approved under Professional Standards Legislation.

NOTICE OF ANNUAL GENERAL MEETING

THE OWNERS - STRATA PLAN NO 94469
ALTITUDE
330 CHURCH STREET, PARRAMATTA, NSW, 2150



Date & Time: The meeting is scheduled to commence at 6:00 PM on Tuesday 27 June 2023.
Please arrive on time.



Location: The meeting will be held at Video Conference:
<https://meet.nswstrata.com.au/4578615>.



Video Conference: Please use the link above to join the video conference. Further instructions are available online at: <https://meet.picagroup.com.au/guide>



Phone Dial In: NSW/ACT - (02) 9053 4921 :: VIC/TAS - (03) 7066 4866 :: QLD - (07) 2139 6106
:: NT/SA/WA - (08) 6388 2361

Enter Meeting ID: 457 861 5#

Important Notice – COVID 19

To provide the safest possible environment for face-to-face meetings for our staff and customers, we kindly ask that you refrain from attending meetings in person should any of the following apply to you:

- Showing COVID-19 symptoms such as fever, cough, sore throat or shortness of breath. For more information on identifying symptoms of COVID-19, go to www.health.gov.au/resources/publications/coronavirus-covid-19-identifying-the-symptoms, or
- Have been in contact with someone that is confirmed to have COVID-19, or
- Have visited a hot spot in the last 14 days or reside in a COVID-19 declared area.

In this event, please contact your strata manager to discuss what other options are available to you to vote.

Please note that in arranging the venue for face-to-face meetings, we take all possible steps to ensure that the meeting room has sufficient capacity for the meeting to be held. In the unavoidable circumstance that there are more attendees than the number permitted, a face-to-face meeting would need be adjourned to ensure the safety of all attendees. Before adjourning, the owners may agree for non-voting attendees to remove themselves from the meeting if this means that the meeting can then proceed safely.

AGENDA

Preliminaries

COVID-19:

That all in-person attendees (if any) confirm they:

- Do not have any symptoms (even minor) such as fever, cough, sore throat or shortness of breath.
- Do not have a temperature;
- Have not been in contact with anyone that is confirmed to have COVID-19; or
- Have not visited a hot spot in the last 14 days or reside in a COVID-19 declared area.

CHAIRPERSON FOR THE MEETING:

That the meeting elect a chairperson.

CALLING OF THE ROLL:

Those Present; Present by Proxy; Voting rights; Those in Attendance; Apologies.

Motions

1. MINUTES

Motions

- 1.1. That the minutes of the last general meeting of the Owners Corporation, held on 27/02/2023, be confirmed as a true record of the proceedings of that meeting.

Explanatory Note

Clause 8 (1) (a) of Schedule 1 to the Act requires that any general meeting of a strata scheme include a form of a motion to confirm the minutes of the last general meeting.

2. COMPLIANCE MEASURES

Motions

2.1. (Annual Fire Safety Statement)

That the Owners Corporation consider the current Annual Fire Safety Statement and determine any action required.

- 2.2. That the Owners Corporation resolves that the strata manager is to engage an accredited practitioner (fire safety) who is accredited in Fire Safety Assessment and appropriately qualified to undertake assessment of each fire safety measure to:

- a. ensure all fire safety measures are maintained in accordance with the *Environmental Planning and Assessment Regulation*; and,
- b. declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
- c. issue the fire safety statement accordingly.

- 2.3. That the Owners Corporation authorise the managing agent, building manager or strata committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement. If required, this authority includes the managing agent affixing the common seal of the Owners Corporation in accordance with the Act.

Explanatory Note

Pursuant to the Act, the Owners Corporation is required to consider the matter of an annual fire statement and arrangements (AFSS) for obtaining the next fire safety statement. In accordance with the Environmental Planning and Assessment Regulation, an AFSS is required for all buildings that have statutory fire safety measures in place (e.g. fire doors, exit signs, smoke alarms, fire hydrant systems). The AFSS is to be provided to the local council and Commissioner of Fire and Rescue NSW. Failure to provide an AFSS may result in fines and/ or legal action. Failure to provide an AFSS will also need to be reported to the insurer of the building.

Note - All Essential Fire Safety Measures are required to be maintained by the Owners Corporation in accordance with the Environmental Planning and Assessment Regulation.

2.4. (Window safety devices reinspection)

That the Owners – Strata Plan No 94469, resolve to undertake an inspection of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the strata committee.

- 2.5. That following the inspection of window safety devices the Owners – Strata Plan No 94469, authorize the strata committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016*.

Explanatory Note

To prevent children falling from windows, strata schemes containing residential lots in NSW must be fitted with compliant devices that enable their windows to be locked at 12.5cm when the devices are engaged. Owners corporations must have devices installed on all common property windows above the ground floor (where a window is 2 meters above the ground floor outside, and/or less than 1.7 meters above the inside floor surface) by 13 March 2018. The Act places a strict obligation on the owners corporation to maintain the common property inclusive of such devices. Therefore, it is appropriate for the owners corporation to consider the frequency within which they wish to inspect, maintain, and certify such devices. A failure to observe the strict obligation to repair and maintain the common property can result in the owners corporation being sued for damages by a lot owner if the failure to repair can be shown to have resulted in a foreseeable loss suffered by the owner, see section 106 (5) of the Act.

2.6. **(Safety Audit Report)**

That the owners corporation appoint a consultant to undertake a safety audit report of the strata scheme to identify any risks that may affect the common areas.

Explanatory Note

The conduct of a Safety Audit report is to ensure that the strata scheme meets its obligations under Work Health and Safety legislation.

2.7. **(Asbestos Survey)**

That the owners corporation appoint a consultant to undertake an asbestos survey and that survey include the inspection of the common property roof cavity for the existence of loose-fill asbestos insulation (including the establishment of an asbestos register and management plan if asbestos is found in the scheme).

Explanatory Note

The Work Health and Safety legislation requires landowners to take action to ensure that their property does not contain asbestos. The penalties for not doing so under the legislation are quite severe. Personal injury damages, depending upon the circumstances, may also be brought under common law.

The motion above is a prudent measure to deal with a potential health risk to lot owners, contractors and visitors and to ensure punitive legal action is not taken against the owners corporation for a failure to ensure the property does not contain asbestos.

If the property is found to contain loose-fill, or other types of asbestos, the managing agent recommends that a further meeting is convened to engage legal and other experts to advise you on the options available to you.

Buildings constructed after 31st December 2003 should not contain any asbestos, as it was banned from use in the construction industry. That said, it would be prudent to have one inspection to ensure that asbestos has not been added to the building after that date such as to ensure loose-fill was not subsequently used for insulation.

2.8. **(Lifts)**

That the Owners Corporation resolves:

- to obtain an Annual Safe To Operate/Maintenance Certificate (the Certificate) from the current lift maintenance contractor for the purposes of renewal of registration of the lifts with Safe Work NSW; and
- that following receipt of the Certificate, the strata managing agent, building manager or strata committee is authorised to sign any documents required to be lodged for the lift registration with Safe Work.
- to obtain a Hazard and Risk Assessment (required once only for commercial and residential strata schemes. This may also be required again in circumstances where upgrades take place, or the plant is significantly altered).

Explanatory Note

The motions above are required to ensure the paperwork associated with the registration of the lifts are properly executed on behalf of the owners corporation and its obligations in relation to Work, Health and Safety legislation.

2.9. (Other compliance measures)

That the owners corporation consider any additional compliance matters for the scheme and determine any appropriate action (if required).

Explanatory Note

The compliance measures noted in the previous motions are common requirements for landowners and residential buildings such as strata plans. The different design and construction of buildings may result in the common property having items that also need to be checked and maintained to ensure they are in appropriate working order or condition. These additional items may include, for example, anchor points, cooling towers etc. Such items should be noted, and appropriate measures put in place to ensure they are compliant with any required standard and that they are being properly maintained.

3. UTILITIES AGREEMENTS

Motions

3.1. That the owners corporation consider the supply agreements that they have in place for utilities and determine any action required.

Explanatory Note

Pursuant to Clause 6 (e) of Schedule 1 to the Act, at each AGM, the owners corporation is required to consider any supply agreements that they have for utilities – electricity, gas etc.

Your current utility agreements, for the common property, are as follows:

Electricity:

- Supplier: Origin Energy
- Contract length: Ongoing
- Annual amount: (refer to the financial statement)
- Renewal/expiry date: Ongoing

Gas:

- Supplier: N/A
- Contract length:
- Annual amount: (refer to the financial statement)
- Renewal/expiry date:

Water:

- Supplier: Sydney Water
- Contract length: Ongoing
- Annual amount: (refer to the financial statement)
- Renewal/expiry date: Ongoing

Other: (e.g., lift telephone)

- Supplier: Kone Elevators
- Contract length: Ongoing
- Annual amount: (refer to the financial statement)
- Renewal/expiry date: Ongoing

Copies of the above agreements that are on the owners corporations books and records are available, upon written request, from your strata manager or via the on-line portal where applicable.

- 3.2. That the Owners Corporation instruct the Managing Agent to:
- i. engage a broker or other type of specialist if required;
 - ii. disclose data and information of the Owners Corporation related to the utility if required; and,
 - iii. sign a letter of authority to authorise the broker to acquire and provide quotes.

Explanatory Note

As a result of its consideration of the previous motion, if the Owners Corporation determine that it is appropriate to investigate new supply agreements, then the above motion provides the relevant authorisation. Brokers are commonly used to find and secure competitive rates for the supply of utilities within the industry. For a complicated utility arrangement such as an Embedded Network, an external specialist may be required to provide an assessment for which an additional cost may be applicable. Authorising the Managing Agent to share the schemes information and data regarding the utility and scheme is important to ensure the scheme receives a meaningful assessment of the costs involved. Information may include the supply address, ABN, NMI / MIRN, previous utility statements, building size etc. A broker may require a letter of authority to receive the schemes interval data and to approach retailers on behalf of the Owners Corporation. Additional work by the Managing Agent may incur an additional cost at the normal hourly rate noted in the agency agreement.

- 3.3. That the Owners Corporation appoint the Chairperson to approve entry by the Owners Corporation into an utility agreement of up to 3 years provided that, in the opinion of the Chairperson, it is more financially beneficial for the Owners Corporation than its current arrangements, and is otherwise on terms that are broadly consistent with those available in the market, and further the Owners Corporation authorise the managing agent to enter into an utility agreement behalf of the Owners Corporation as instructed by the Chairperson.

Explanatory Note

Most large market electricity contracts are valid for 2-4 business days due to constraints in the energy industry. Other utility agreements may also be timebound due to volatility in the industry. This motion authorises the Chairperson to approve entry into an energy contract on behalf of the Owners Corporation once a tender analysis or assessment has been provided. The legislation provides that normal utility agreements can only be for a maximum period of 3 years.

4. INSURANCES

Motions

- 4.1. That the owners corporation confirm that the following insurance policies are currently in place:

Current Insurance Details

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
04GS011684	Chubb Insurance Company	14 Feb 2024	Appeal Expenses	\$150,000.00
			Government Audit Costs	\$30,000.00
			Voluntary Workers Insurance	\$200,000.00 \$500,000.00
			Office Bearers Liability Insurance	\$50,000,000.00
			Machinery Breakdown Insurance	\$250,000.00
			Fidelity Guarantee Insurance	\$100,000.00
			Property, Death and Injury (Public Liability)	\$30,000,000.00
			Loss of Rent	\$23,708,280.00
			Damage (i.e. Building) Policy	\$159,635,752.00
TOTAL PREMIUM: \$213,425.81				

Date on which the premiums were last paid: **08/02/2023**

- 4.2. That the insurances of the owners corporation be extended to include any additional optional insurances not covered in the above table.
- 4.3. That the owners corporation confirm that it does NOT employ workers with total annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.
- 4.4. That the owners corporation acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the period of the policy, any item requiring disclosure under the policy including a Work, Health and Safety report, defects report and the like.
- 4.5. That the owners corporation authorise the managing agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the strata committee prior to the renewal date.

Explanatory Note

Part 1 provides for the existing insurances to be confirmed.

Part 2 provides for additional insurances.

Part 3 confirms or otherwise a need to have in place workers compensation insurance. Section 164 (1) (a) of the Act notes that certain strata schemes may be required to have in place workers compensation insurance.

Part 4 provides to cover the authorisation of the managing agent to disclose information to the insurer that may affect the coverage of the insurance policy, is a necessary measure to ensure the scheme is appropriately covered in the circumstances where the scheme may have a claim for an insurable event. A claim may be denied if it were ascertained that certain information relevant to the appropriate policy provision was not disclosed.

Part 5 provides authority to ensure that the owners corporations insurances are maintained in the absence of alternate instructions in line with an insurer's or broker's recommendations.

A full copy of the current insurance policies is available upon request through your strata manager.

5. COMMISSIONS AND TRAINING SERVICES

Motions

- 5.1. That the owners corporation note a report by the managing agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the managing agent in the coming year.

Reporting details:

Commissions and Training Services Report for the last 12 months

Commissions received that have been paid to the managing agent in the last 12 months are as follows:

- Insurance commissions: \$12,000.00;
- CommunitySure Management fees to parent entity (PICA Group)*¹: \$0.00
- PICA Group may have received a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme has successfully engaged a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.

Training services received/provided to the strata managing agent by external service providers in the last 12 months:

- legal service providers including Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co
- insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)

Training services received from external service providers are estimated to be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

Estimated Commissions and Training Services Report for the next 12 months

Estimated Commissions likely to be paid to the managing agent in the next 12 months are as follows:

- Insurance commissions: \$13,200.00;
- CommunitySure Management fees to parent entity (PICA Group)*¹: \$0.00
- PICA Group may receive a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme successfully engages a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.

Training services likely to be received/provided to the managing agent by external service providers in the next 12 months are as follows:

- legal service providers including but not limited to Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co.
- insurance service providers CHU Underwriting Agencies Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)

We estimate the training services received from external service providers will be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

*¹ Please refer to the Additional Notes at the end of the agenda for additional information about insurance disclosures about the CommunitySure product.

Explanatory Note

Pursuant to Section 60 and Clause 9 (g) of Schedule 1 to the Act a form of motion must be included in the AGM to disclose commissions paid to the managing agent and those commissions likely to be payable to the managing agent in the next 12 months.

6. VALUATION

Motions

- 6.1. That the owners corporation obtain a replacement cost estimate (valuation) for insurance purposes.
- 6.2. That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt.

Explanatory Note

The Strata Schemes Management Act 2015 and the Strata Schemes Management Regulation 2016 (see regulation 39) requires that the minimum amount for which a building is to be insured is to be calculated to take into account cost changes over a period of 24 months – a period that represents the possible time it may take to re-build in the event of a total destruction of a building. We recommend that all owners corporations undertake a replacement cost valuation by a registered valuer to ensure that the building(s) is properly insured in accordance with this legislation. The managing agent also suggests that it is prudent to have a valuation undertaken every 2 or 3 years. The last valuation was undertaken on 21/10/21.

7. AUDITOR

Motions

- 7.1. That an auditor be appointed and that auditor be KELLY AND PARTNERS.

Explanatory Note

Section 95 of the Act makes it compulsory for large strata schemes (more than 100 Lots) and for schemes with an annual budget of more than \$250,000 to have their financial accounts audited before presentation at the AGM.

Regulation 21 defines the term annual budget to include any income the owners corporation receives from any other source (i.e. other than levies) as well as other amounts held by the owners corporation (e.g. capital works and other reserves) for its use.

8. CAPITAL WORKS FUND PLAN

Motions

- 8.1. That the owners corporation confirms receipt of the capital works analysis prepared by SOLUTIONS IN ENGINEERING on 12/12/2017.

9. EXPENDITURE LIMITS AND OTHER RESTRICTED MATTERS

Motions

- 9.1. That the restriction on the Strata Committee pursuant to Section 102 of the Act, limiting them from spending more than 10% over any single budget item be removed.
- 9.2. That pursuant to Section 102 of the Act, the Strata Committee be restricted to spending not greater than 10% above the amount determined for the total of budget expenditure.
- 9.3. That there be no additional restrictions placed on the Strata Committee other than those currently imposed by Section 36 (3) of the Act.

Explanatory Note

Section 36 (3) of the Act and Clause 6 (a) of Schedule 1 to the Act require that the Owners Corporation decide if any matter or class of matter is to be determined in a general meeting rather than at a Strata Committee meeting.

The managing agent suggests that at the AGM no changes be made to the prescribed powers of the Strata Committee except that the Strata Committee not be limited from spending more than 10% over any single budget item, but rather provide some flexibility and make the restriction apply to the whole budget. Not to provide this flexibility may require significantly more general meetings and may lead to less timely decision making and additional significant administrative costs.

10. ENGAGEMENT OF CONTRACTORS

Motions

- 10.1. That the owners corporation acknowledges that the managing agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)	<ul style="list-style-type: none">• Must be registered as a business for tax purposes in Australia• Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader• Must hold all licences as relevant to services provided• Must have an established Quality Management system (Consultants only)• Must have an established Health & Safety Management system• Must accept PICA Group Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ul style="list-style-type: none">• Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.• Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

Explanatory Note

The owners corporation has a duty of care to ensure the safety of its owners, tenants, visitors, contractors and any members of the general public who access the common areas of their property. It is therefore essential that any contractors engaged to perform any services at the property assume the same obligations.

The risks involved in engaging contractors are significantly increased when they do not meet the minimum requirements noted in the table above. Any damage caused to property or persons resulting from any accidents or incidents caused by the contractor, places the owners corporation at risk.

As per the strata management agency agreement entered into by the managing agent and the owners corporation, the agent will continue to effect repairs and maintenance, as defined under that agreement, to the common property through the engagement of qualified tradespersons and or companies.

The owners corporation, through its committee, take full responsibility for the engagement and direction of contractors who have not achieved the minimum requirements and understand and acknowledge the associated risks.

The managing agent will take no responsibility for any consequences arising from the engagement of any contractors (including, but not limited to, verification of GST registration and tax liability of the contractors) and will not perform any services other than to provide the administration tasks in relation to the payment of invoices raised by those contractors.

11. ACCOUNTING RECORDS AND BUDGET

Motions

- 11.1. That the financial statements including the statement of key financial information for the period ended **28/02/2023** be adopted.
- 11.2. That estimated receipts and payments (budget) for the administrative fund and the capital works fund as attached to this agenda be adopted.

Explanatory Note

Any general consideration of the accounting records and projected estimates of receipts would seem prudent prior to the next motion that deals with a decision as to the size of the Administrative and Capital Works Funds. A copy of the current financial statements is attached to this notice. The scheme's financial statements are prepared to comply with provisions of the Strata Schemes Management Act 2015. Should you have any queries regarding the financial statements or the proposed budget, it is requested that you contact the strata manager prior to the meeting as it may not be possible to answer detailed queries at the meeting.

Section 85 (4) of the Act provides that an owners corporation may resolve that an individual lot owner or lot owners may pay 10 per cent less of a contribution levied provided it is paid before the date on which the levies become due and payable.

12. LEVY COLLECTION PROCEDURES

Motions

- 12.1. That the Owners – Strata Plan 94469, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata managing agent and/or the strata committee to do any of the following:
 - a. Levy Recovery Step 1: issue a reminder levy notice 35 days after the levy due date;
 - b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date;
 - c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 days after the levy due date;
 - d. Levy Recovery Step 4: 106 days after the original date the levy was due, and where the debt is in excess of \$2,000.00, or another amount determined by the strata committee, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Plan No 94469 to issue a letter of demand and/or to 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;
 - e. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings,
 - f. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
 - g. Liaise, instruct and prepare all matters with the owners corporations debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.
- 12.2. That the Owners – Strata Plan 94469, delegate and authorise the functions to the **strata committee** to make changes to the above debt recovery process on behalf of the owners corporation from time-to-time as they see fit.

- 12.3. That the Owners – Strata Plan 94469, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata committee to approve payment plans generally or for specific lot owners.

Explanatory Note

The purpose of this motion is to put in place a levy recovery procedure for your strata scheme which will allow the strata managing agent and/or the strata committee to take debt collection and legal action to recover levy arrears, unpaid interest and other debts (such as debt collection/legal costs incurred in recovering levy arrears) against any lot owner in the strata scheme and to comply with the provisions of Section 103 of the Act by authorising the strata manager and/or the strata committee to undertake the levy recovery procedure outlined in the motion. This motion further serves as a notice to all lot owners to be alerted to the strata schemes debt recovery procedure for the recovery of levy arrears, interest and other debts. Levy Recovery Steps 1, 2, 3 and 4 will incur a cost to the plan which will be added to the lot owner's account for reimbursement to your strata account pursuant to Section 86 of the Act. It can be noted that the 'trigger' to engage the services of a debt collection agency and legal assistance is a combination of the expiration of a defined period (106 days) after the levy was due and a monetary value of the debt (\$2,000.00). Although this combination is one recommended by your managing agent, both aspects of this trigger are open for amendment by the owners of the strata scheme.

Section 85 of the Act requires that interest is charged at 10%, neither the strata committee nor the strata managing agent are authorised to waive or refund interest charged. A general meeting motion needs to be resolved to waive or refund interest.

13. CONTRIBUTIONS

Motions

- 13.1. That contributions to the administrative fund are estimated in accordance with Section 79(1) of the Act and determined in accordance with Section 81(1) of the Act at \$2,222,000.00 inclusive of GST in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/05/2023	\$525,000.00
To be Issued	01/08/2023	\$565,666.67
To be Issued	01/11/2023	\$565,666.67
To be Issued	01/02/2024	\$565,666.66
Total		\$2,222,000.00

inclusive of GST

- 13.2. That contributions to the capital works fund are estimated in accordance with Section 79(2) of the Act and determined in accordance with Section 81(1) of the Act at \$302,500.00 inclusive of GST in instalments set out in the table below:

Levy Status	Due date	Amount
Already Issued	01/05/2023	\$68,750.00
To be Issued	01/08/2023	\$77,916.67
To be Issued	01/11/2023	\$77,916.67
To be Issued	01/02/2024	\$77,916.66
Total		\$302,500.00

inclusive of GST

- 13.3. That the administrative fund and capital works fund contributions be continued at quarterly intervals until further determined:

**Administrative Fund
Interim Periods**

Levy Status	Due date	Amount
To be Issued	01/05/2024	\$555,500.00
Total		\$555,500.00

inclusive of GST

**Capital Works Fund
Interim Periods**

Levy Status	Due date	Amount
To be Issued	01/05/2024	\$75,625.00
Total		\$75,625.00

inclusive of GST

Explanatory Note

The Act requires that the owners corporation determine the level of contributions to be made to the administrative fund and capital works fund. The actual size of the levy for each member of the strata scheme is to be made in the same proportion that their unit entitlement bears to the total unit entitlement for the strata scheme.

14. PEST CONTROL

Motions

- 14.1. That the Owners Corporation instructs the Strata Managing Agent to engage an appropriately licensed contractor to carry out treatment of the common areas for cockroaches, ants and spiders.

Explanatory Note

This motion gives the Owners Corporation the option to have a treatment to the common areas for cockroaches, ants and spiders. This is not a statutory motion.

15. TERMITE INSPECTION

Motions

- 15.1. That the Owners Corporation instructs the Strata Managing Agent to engage an appropriately licensed contractor to carry out an inspection of the common areas for termites.

Explanatory Note

This motion gives the Owners Corporation the option to have a visual termite inspection completed by an appropriate contractor. This is not a statutory motion.

16. SPECIAL LEVY (OPTION 1)

Motions

- 16.1. That a special levy of **\$300,000.00 plus GST** be struck in accordance with Section 81 (4) of the Act due and payable in 2 instalments as per unit entitlement for the purpose of covering the costs of the building defect legal fee for the solicitors and building defect expert consultant fees.

- 16.2. That the special contribution be paid in instalments being:
i. Instalment of **\$150,000.00 plus GST** due and payable on **15/09/2023**;
ii. Instalment of **\$150,000.00 plus GST** due and payable on **15/11/2023**;

Explanatory Note

Special levy is required to cover the costs of the building defect legal fee for the solicitors and building defect expert consultant fees.

17. SPECIAL LEVY (OPTION 2)

Motions

- 17.1. That a special levy of **\$400,000.00 plus GST** be struck in accordance with Section 81 (4) of the Act due and payable in 2 instalments as per unit entitlement for the purpose of covering the costs of the building defect legal fee for the solicitors and building defect expert consultant fees.

- 17.2. That the special contribution be paid in instalments being:
i. Instalment of **\$200,000.00 plus GST** due and payable on **15/09/2023**;
ii. Instalment of **\$200,000.00 plus GST** due and payable on **15/11/2023**;

Explanatory Note

Special levy is required to cover the costs of the building defect legal fee for the solicitors and building defect expert consultant fees.

18. APPOINTMENT OF BMC REPRESENTATIVE

Motions

- 18.1. That in accordance with Clause 3 (4) of Schedule 4 of the Strata Schemes Development Act 2015, the Owners Corporation **SPECIALLY RESOLVES** to appoint an owner as its Representative to the Building Management Committee constituted under that Act and the Strata Management Statement.
- 18.2. That in accordance with Clause 3 (4) of Schedule 4 of the Strata Schemes Development Act 2015, the Owners Corporation **SPECIALLY RESOLVES** to appoint an owner as its Substitute Representative to the Building Management Committee constituted under that Act and the Strata Management Statement.

Explanatory Note

A Strata Scheme that is part of a BMC needs to elect a representative and a substitute representative. Clause 3 (4) Schedule 4 to the Strata Schemes Development Act 2015 requires that strata management statements provide for the following:

A body corporate or other corporation that is a member of a building management committee may be represented for the purposes of the committee by a person appointed by, or selected in accordance with, a special resolution or by-law made by the body corporate or a resolution made by the other corporation.

The motion is couched in terms of a special resolution as the most common appropriate form of resolution

19. PRE-MEETING ELECTRONIC VOTING

Motions

- 19.1. That the Owners Corporation consent to the conduct of future general meetings to be held via electronic means including pre meeting electronic voting as directed and determined by the secretary.

Explanatory Note

The current legislation permits an Owners Corporation to conduct general meetings via electronic means including by either partially or wholly via pre meeting electronic voting provided a resolution permitting the conduct of meetings in this format has been resolved by majority resolution of the Owners Corporation. This meeting format provides a quick and efficient method for an Owners Corporation to pass resolutions required to make decisions regarding the administration and governance of your scheme. The purpose of this motion is to seek the consent of the Owners Corporation to use this as a permitted general meeting format which can be used when considered appropriate by the secretary of the Owners Corporation.

20. BUILDING (CONSTRUCTION) DEFECTS

Motions

- 20.1. That the Owners Corporation appoints an expert to prepare a report to identify possible building construction defects with a view to pursuing the necessary parties to seek rectification of the identified defects.
- 20.2. That the Owners Corporation appoints a lawyer to assess its options in regards to pursuing its rights against various parties to rectify the original building construction defects.

Explanatory Note

Until the end of the warranty periods for applicable statutory warranties under the Home Building Act 1989 expire (within 6 years of construction for major defects) it is recommended that Owners Corporations obtain an expert report within the first 2 years of construction to ensure other construction defects are identified.

Clause 6 (d) of Schedule 1 to the Act requires that an AGM must include an item for the scheme to consider building defects and rectification.

21. STRATA COMMITTEE NOMINATIONS

Motions

- 21.1. That nominations for election to the strata committee be received, declared and recorded. Nominations received prior to the issuing of this notice are noted below under "Election of Committee".

21.2. That candidates for election to the strata committee disclose any connections with the original owner (developer) or building manager in accordance with the Act.

21.3. That the number of members of the strata committee be determined.

Explanatory Note

The Act requires that the owners corporation elect a strata committee and allows nominations to be in writing before the commencement of the AGM, or received orally at the meeting. Nominations must be made by an owner of a lot (who may be unfinancial) or any person entitled to vote at a general meeting of the owners corporation. Nominations must be made with the consent of the nominee either in writing before the meeting or verbally at the meeting.

After the chairperson declares nominations have closed, the owners corporation must resolve the size of the committee.

A person who is connected with the original owner or building manager of this strata scheme is not eligible to be elected as a member of the strata committee unless certain provisions are met.

Please refer to Meeting Procedures and Voting Rights for a General Meeting forming part of the meeting papers of the Annual General Meeting which provides further detailed guidance with regard to the Strata Committee election process.

22. STRATA COMMITTEE ELECTION

That the members of the Committee be elected.

INSTRUCTIONS

Meeting Procedures and Voting Rights for a General Meeting

Definitions

Act – *Strata Schemes Management Act 2015*.

Regulations – *Strata Schemes Management Regulations 2016*.

Meeting Attendance

In person

- We recommend all owners attend general meetings of their scheme wherever possible to ensure they have input in relation to important decisions impacting the functioning of their community. Often general meetings are called to put recommendations from the strata committee to all lot owners for material matters that fall outside of the authority of the elected committee.
- You should ensure you read and bring a copy of this meeting notice and related supporting documents with you to them meeting along with any necessary writing materials for voting purposes.
- If your lot is owned in title by company or corporation your voting rights can only be exercised in person by your company nominee registered on the Strata Roll or by the company's proxy after registration of the company nominee. A copy of the requisite company nominee form has been enclosed with this meeting notice. If you are unsure if your lot has a registered company nominee recorded on the strata roll, please contact our office for further assistance.

By Proxy

- You are able to continue to appoint a proxy to vote on your behalf at a meeting to be held wholly via pre electronic voting, however; we would encourage to register your vote directly rather than utilising this option. If you still wish to appoint a proxy you will need to complete the proxy form enclosed with this meeting notice and return to our office for checking.

NOTE:

For schemes comprising of less than 100 lots you can return the proxy form any time up to the commencement of the meeting.

For schemes comprising more than 100 lots the proxy must be returned and received by the secretary/ or managing agent no later than 24 hours prior to the commencement of the meeting. If your proxy is received after this period (or is complete) the proxy is unable to be legally registered for voting purposes.

Notwithstanding the above statutory provisions, we recommend all owners ensure their proxies are registered with the office of the managing agent well in advance of the meeting. This will allow our office to verify receipt, advise of any compliance issues with the proxy form and minimise administration delays during the conduct of the meeting itself.

- When completing the proxy form, it is important you ensure all sections of the form are completed correctly and in full. The return of an incorrect or incomplete proxy form will prohibit the proxy being registered for voting purposes. Some key areas to note are as follows:
 - Proxy must be dated
 - All names on title must be filled out (and signed by)
 - The name of the nominated proxy holder must be clearly specified (and any alternate proxy)
 - The term of the appoint must be indicated
 - Any restrictions on voting instructions must be specified. This must include any or authority (or otherwise) for the proxy holder to nominate anyone to the strata committee.
 - If the appointment of a managing agent is to be considered voting instruction under section 3 the proxy form must be completed.
- The total number of proxies that may be held by a person (other than proxies held by the person as a co-owner of a lot) voting on a resolution are as follows:
 - If the Strata Scheme has 20 lots or less, one;
 - If the Strata Scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.

NOTE: Recent changes in legislation now provide for a person owning multiple lots in the same strata scheme to be able to appoint a single proxy in respect to all the lots despite circumstance where the above limits are normally placed on the holding of proxies.

- A proxy given to a building manager, on-site residential manager or Strata Managing Agent is invalid if it would obtain or assist in obtaining a pecuniary interest for or confer or assist in conferring any other material benefit on, the proxy.

- Developer (the original owner) restrictions:
 - For the purposes of determining an election for officers of the Owners Corporation or members of the Strata Committee (other than in the case of a poll), the vote of an original owner is to be reduced to one-third of the votes the owner would otherwise have (ignoring any fraction);
 - An original owner cannot vote by proxy or power of attorney on any matter if that proxy or power of attorney was given to it under a contract for the sale of a lot or under an associated contract or arrangement. Accordingly, any provision in a contract for the sale of a lot or associated contract or arrangement that requires the lot owner to give the developer a proxy or power of attorney will be ineffective since that proxy or power of attorney cannot be used;
 - Additionally, any contract to that effect or a term of contract of that kind is unenforceable; and,
 - The original owner or lessor of a leasehold Strata Scheme is not entitled to vote, or exercise a proxy vote, on a matter concerning building defects in, or the rectification of building defects in, building work.

Quorum and Voting Rights

Clause 8, Schedule 1 to the Act requires that the provisions determining a quorum must be included in the notice.

Clause 17, Schedule 1 to the Act specifies the quorum provisions in the following terms:

- **Quorum required for motion or election**
A motion submitted at a General Meeting of an Owners Corporation must not be considered, and an election must not be held, unless there is a quorum present to consider and vote on the motion or on the election.
- **When a quorum exists**
A quorum is present at a meeting only in the following circumstances:
 - if not less than one-quarter of the number of persons entitled to vote on the motion or election are present either personally or by duly appointed proxy,
 - if not less than one-quarter of the aggregate unit entitlement of the Strata Scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or at the election,
 - if there are 2 persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than one owner in the Strata Scheme and the quorum otherwise calculated under this subclause would be less than 2 persons.
- A person who has voted, or intends to vote, on a motion or at an election at a meeting by a permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.
- **Procedure if no quorum**
If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson may:
 - adjourn the meeting for 7 days, or
 - declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.
- **Quorum for adjourned meeting**
If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.
Note: This includes any proxies registered for the original meeting.

Types of Resolutions

- There are three (3) core types of resolutions you will encounter within a meeting of your scheme:
 - **Ordinary resolution:** This is the most common type of motion you will encounter within a strata meeting. The motion is passed if a standard majority of the votes cast are in favour of it;
 - **Special resolution:** This motion requires a higher threshold for passing of a motion and are most commonly seen for matters pertaining to changes to the common property, and changes to by laws for your scheme. The motion is passed if not more than 25% of the value of votes cast are against the resolution. The value of votes cast for special resolutions is calculated on the basis of unit entitlement.
 - **Unanimous resolution:** The motion is passed if no vote is cast against it.
 - **Poll vote:** A poll can be called for or requested for any motion put to a meeting. In a poll vote, votes are calculated on the basis of unit entitlements.

- If you are an owner, your vote does not count if a vote is cast on the same motion by:
 - the mortgagee shown on the strata roll for your lot;
 - the covenant chargee shown on the strata roll for your lot; or
 - in the case of multiple mortgagees or covenant chargees the priority mortgagee or chargee shown on the strata roll for your lot.
 - and if you have received at least two days' notice from the mortgagees or covenant chargees of their intention to exercise their priority vote.

Election of Strata Committee

How can you nominate?

- The following persons are eligible for appointment or election to the strata committee:
 - an individual who is a sole owner of a lot in the strata scheme,
 - a company nominee of a corporation that is a sole owner of a lot in the strata scheme,
 - an individual who is a co-owner of a lot or a company nominee of a corporation that is a co-owner of a lot in the strata scheme, if the person is nominated for election by an owner who is not a co-owner of the lot or by a co-owner of the lot who is not a candidate for election as a member,
 - an individual who is not an owner of a lot in the strata scheme, if the person is nominated for election by an owner of a lot who is not a member, or is not seeking election as a member, of the strata committee.
- To avoid doubt, an individual who is a sole owner of a lot may nominate himself or herself, and an owner that is a corporation may nominate the corporation's company nominee, for election as a member of the strata committee.
- Sole owner of a lot in a strata scheme may not nominate more than one person for election as a member of the strata committee, except as provided by subsection (5).
- Only one co-owner (including a company nominee of a co-owner) of the same lot may be a member of a strata committee at the same time, except as provided by subsection (5).
- A person who is an owner of more than one lot in the strata scheme may nominate one person for election as a member of the strata committee for each lot for which the person is an owner.

Who is not eligible to be nominated:

Sections 7 and 32 of the Act specify certain categories of persons who are not eligible for appointment or election to the Strata Committee or to act as members of the Strata Committee unless they are also the owners of lots in the Strata Scheme. The persons ineligible are as follows:

- an unfinancial owner (unfinancial at the date of notice and did not pay the amounts owing before the meeting);
- the Strata Managing Agent for the Strata Scheme;
- the building manager for the Strata Scheme;
- a person who acts as an agent for the leasing of a lot or lots in the Strata Scheme to tenants;
- a person who is connected with the original owner of the Strata Scheme or the building manager for the scheme, unless the person discloses that connection at the meeting at which the election is held and before the election is held or before the person is appointed to act as a member; and,
- any other person prescribed by the regulations for the purposes of this section.

Annexure to this meeting notice

1. AFSS 2022
 2. Insurance Renewal
 3. Valuation
 4. Capital Works Fund Plan
 5. Audit Report Financials
 6. Statement Of Key Financials
 7. Proposed Annual Budget
- Email Authority Form
 Proxy Form
 Company Nominee Form
 Committee Nomination Form

Go Paperless Flyer

Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



Please note:

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

Section 1: Type of statement

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

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

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

Address

330 Church Street, PARRAMATTA NSW 2150

Lot No. (if known)	DP/SP (if known)	Building name (if applicable)
	DP 1225807	Altitude Apartments

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

West Tower levels 27-40 and parking levels P1 & P2 and East & West Tower Gyms

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

Name

The Owners of Strata Plan 94469

Address

~~PO Box 20456, World Square, NSW 2002~~ PO Box 2102, North Parramatta NSW 1750

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
Automatic fail safe devices	<p>BCA 2012 Clause C3.6 sliding fire doors & alternative solution report F1013-25 Rev 5 Section 13 prepared by AED Group dated 13 December 2016</p> <ul style="list-style-type: none">The doors from the nominated tenancies (UG05 and UG06) to the toilets shall be operable at all times from the tenancy side to the toilet or shall be provided with an automatic fail safe device that automatically unlocks the door, allowing access from the tenancies, on activation of any fire alarm within the building. <p>The door provided in the air lock to the toilets serving tenancies UG05 and UG06 to the adjacent female toilet shall be provided with an automatic fail safe device that automatically unlocks the door, allowing access from either direction, on activation of any fire alarm within the building.</p>	30 th June 2022	F009956A

Automatic fire detection and alarm system	BCA 2012 E2.2, Spec E2.2a & AS1670.1 (2004) Amdt 1, AS3786 (1993) Amdt 1 & Alternative Solution Report F1013-25 Rev 5 prepared by AED Group dated 13 December 2016	30 th June 2022	F009956A
Automatic fire suppression system	<p>BCA 2012 E1.5, Spec E1.5 & AS2118.6 (2012) & Alternative Solution Report F1013-25 Rev 5 Section 4, 6 & 7 prepared by AED Group dated 13 December 2016</p> <ul style="list-style-type: none"> The glazing to the retail shopfront UG01 will be provided with sprinklers located internally within 1500mm of the glazing. The slab overhang in front of tenancies UG01 and UG02 shall be provided with sprinklers. <p>The glass facing the booster shall have sprinklers located within 1500mm of the glass panes.</p>	7 th June 2022	F009956A
Building occupant warning system	BCA 2012 Spec E2.2a (Clause 6) & of AS1670.1 2004 (Amdt 1) (Clause 3.22)	7 th June 2022	F009956A
Emergency lighting	BCA 2012 Clause E4.2, E4.3, E4.4, AS 2293.1 (2005) Amdt 1&2	24 th June 2022	F009956A
Exit Signs	<p>BCA 2012 E4.5, E4.6, E4.8 Spec E4.8 & AS2293.1 (2005) Amdt 1 & 2 & Alternative Solution Report F1013-25 Rev 5 Section 1 & 9 prepared by AED Group dated 13 December 2016.</p> <p>All car park exit signage is to have a pictorial element of 150mm for a viewing distance of 16m in lieu of the 24m</p> <ul style="list-style-type: none"> Exit signage shall be provided the doors between retail tenancies UG05 and UG06 to the toilet and to the door to the adjacent female toilet. <p>Directional exit signage, with the maximum size pictorial element of 200mm, shall be provided within the tenancies UG05 & UG06 showing the way to the rear toilet / alternative exit path, and within the toilet showing the path to the internal door</p>	24 th June 2022	F009956A
Sound systems & intercom systems for emergency purposes	BCA 2012 E-4.9, AS 1670.4-2004)	7 th June 2022	F009956A
Fire Dampers	BCA 2012 C3.12, C3.15 & AS/NZS1668.1 – 1998 Amdt 1, AS1668.2 – 2012 Amdt 1, AS1682.1 – 1990, AS1682.2 – 1990	7 th June 2022	F009956A
Hose reel systems	BCA 2012 E1.4 & AS2441 – 2005 Amdt 1 & Alternative Solution Report F1013-25 Rev 5 prepared by AED Group dated 13 December 2016	7 th June 2022	F009956A

Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



Fire hydrant systems	<p>BCA 2012 E.1.3 & AS 2419.1 – 2005 Amdt 1 & Alternative Solution Report F1013-25 Rev 5 Section 4 prepared by AED Group dated 13 December 2016.</p> <ul style="list-style-type: none"> The location of the fire control centre shall be detailed on the hydrant block plan or site plan to be installed at the hydrant booster connection and any sub Fire Indicator Panel. <p>A red flashing strobe light shall be installed at the booster location and be activated.</p> <p>AS 2419.1 (1994)</p>	7 th June 2022	F009956A
Fire seals protecting openings in fire resisting components of the building	BCA 2012 C3.12, C3.15 & Spec C3.15 AS4072.1 – 2005 Amdt 1 AS 1530.4 – 2005	7 th June 2022	F009956A
Lightweight construction	BCA 2012 C1.8 & Spec C1.8	7 th June 2022	F009956A
Mechanical air handling systems	BCA 2012 E2.2, Table E2.2, Spec E2.2a & AS/NZS 1668.1 – 1998 Amdt 1 Class 7a carpark building mechanical ventilation systems & Alternative Solution Report F1013-25 Rev 5 prepared by AED Group dated 13 December 2016	7 th June 2022	F009956A
Smoke detectors and heat detectors	BCA 2012 E2.2, Sepc E2.2a & AS1670.1 – 2004 BCA 2012 C3.5 for automatic fire doors in fire walls; C3.7 automatic fire doors in horizontal exits; C3.8 automatic fire doors to fire isolated exits; Spec C3.4 automatic closing smoke doors	7 th June 2022	F009956A
Filtration & odour management system (commercial kitchen exhaust)	<p>Alternative Solution Report F1013-25 Rev 5 Section 8 prepared by AED Group dated 13 December 2016.</p> <p>The kitchen exhausts shall be provided with filtration and odour management</p>	7 th June 2022	F009956A
Sound systems & intercom systems for emergency purposes	BCA 2012 E4.9, AS1670.4 2004	7 th June 2022	F009956A

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS).

Section 5: Inspection of fire exits and paths of travel to fire exits (Part 9 Division 7)

Part of the building inspected	Date(s) inspected	APFS *
Paths of Egress, Fire Stairs + Final Exits from Residential + Serviced Apartments & Carparking areas	7 th June 2022	F009956A

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS).

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

Full name	Phone	Email	Accreditation No.*	Signature
Scott Mcsparron	0403066359	smcsparron@guardianps.com.au	F09956A	

Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



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

Section 7: Name and contact details of the person issuing this statement

Full name

Matthew Byrne

Organisation (if applicable)

NSW Strata

Title/Position (if applicable)

National Strata Services Manager

Phone

8216 0397

Email

Compliance.NSW@picagroup.com.au

The person issuing the statement must not be an APFS listed in section 6 or their employer/employee or direct associate.

Section 8: Annual fire safety statement declaration

I, [Click here](#) Matthew Byrne of NSW Strata (insert full name) being the: ☐ owner ☒ owner's agent
declare that:

- a) each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) and was found, when it was assessed, to be capable of performing:
 - i. in the case of an essential fire safety measure applicable by virtue of a fire safety schedule, to a standard no less than that specified in the schedule, or
 - ii. in the case of an essential fire safety measure applicable otherwise than by virtue of a fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and
- b) the building has been inspected by an accredited practitioner (fire safety) and was found, when it was inspected, to be in a condition that did not disclose any grounds for a prosecution under Division 7 of Part 9 of the Regulation.

Owner/Agent Signature

Date issued

20/07/2022

Duly Authorised Officer on behalf of Owners Corporation SP 94469 DP 1225807
Section 9: Supplementary fire safety statement declaration

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

declare that each critical fire safety measure specified in the statement has been assessed by an accredited practitioner (fire safety) and was found, when it was assessed, to be capable of performing to at least the standard required by the current fire safety schedule for the building for which this statement is issued.

Owner/Agent Signature

Date issued

Note:

A current fire safety schedule for the building must be attached to the statement in accordance with the Regulation.



Body Corporate Brokers Pty Ltd
Level 11, 23 Hunter Street
Sydney NSW 2000
Ph: 02 9024 3850
Email: nsw@bcb.com.au
A.B.N. 95 002 809 298
A.F.S.L. 244529

RENEWAL TAX INVOICE

The Owner Of Strata Plan 94469
C/- Genesis Strata Management
Level 11, Meriton Tower, 528 Kent Street
SYDNEY NSW 2000

Date: 02/02/2023
Invoice Number: 785940
Key Contact: BCBNSWLAR

Thank you for using our services to arrange this insurance cover.

Brief details of the cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

Type of Policy	Chubb Residential
Insured	The Owner Of Strata Plan 94469
Description	330 Church Street, Parramatta, NSW 2150
Insurer	Chubb Insurance Company Of Australia Limited
Policy Number	04GS011684
Period of Insurance	14/02/2023 to 14/02/2024

Premium	FSL	Insurer Agency Policy Fee	Insurer Total GST	Stamp Duty	Admin Fee	Admin Fee GST	Invoice Total
\$130,580.71	\$25,537.81	\$ 0.00	\$15,611.86	\$15,295.43	\$24,000.00	\$2,400.00	\$213,425.81

Payment Options



DEFT Reference Number
40507627859404

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



Name: The Owner Of Strata Plan 94469
Invoice No: 00785940
Total: **\$213,425.81**
Due Date: **28/02/2023**



*498 405076 27859404

Pay in-store at Australia Post by cheque or EFTPOS



Biller Code: 20362
Ref: 40507627859404

Total Due: \$213,425.81

Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above

+405076 27859404 <

021342581<2+

CHUBB BODY CORPORATE ELITE PACKAGE SUMMARY

Insured:	The Owner Of Strata Plan 94469		
Situation:	330 Church Street, Parramatta, NSW 2150		
Period of Insurance:	From 14/02/2022 To 14/02/2023		
BUSINESS:	Performance of statutory powers and functions of the Body Corporate of your building		
POLICY 1	PROPERTY INSURANCE SECTION 1 to 6		
	Section 1 - Buildings and Common Contents	\$	159,635,752
	Section 1 Sub-limits Special Property Basket \$100,000 any one loss, except trace and access (\$25,000) and arson or theft reward (\$25,000) and \$250,000 in the aggregate any one period		
	Loss of Land Value	\$	1,000,000
	Flood Limit	\$	Not Insured
	Apartment Owners Floating Floors	\$	Not Selected
	Section 2 - Temporary accommodation and Loss of rent	\$	23,708,280
	Section 2 Sub-limits Emergency Accommodation		
	Public Utilities for indemnity period of		30 Days
	Restrictions on the use of the Insured's premises	\$	500,000
	Claims Preparation Expenses	\$	100,000
	Section 3 - Catastrophe Extension and Owners Improvements	\$	23,708,280
	Section 4 – Money	\$	10,000
	Section 5 - Machinery Breakdown < 5Kw, excluding boilers, cooling towers, air conditioning chiller sets, diesel generators and lift motor equipment (see Policy 4)	\$	25,000
	Section 6 – First Loss Terrorism Extension Limit (optional sub-limited cover) Insured in the aggregate any one period of insurance.	\$	Not Insured 0
	Declared Values		
	Building	\$	159,635,752
	General Contents	\$	0
	Section 2 – Temporary Accommodation and Loss of	\$	23,708,280

Body Corporate Brokers Pty Ltd

	Rent		
	Total	\$	183,344,032
	Deductibles		
	Earthquake, subterranean fire or volcanic eruption		\$20,000 or an amount equal to 1% of the total Declared Values at the situation damage occurs whichever is the lesser.
	Water damage		\$20,000
	Storm and rainwater		\$5,000
	Terrorism	\$	0
	Public Utilities and Restriction on the use of the Insured's premises		24 Hours
	All other (each and every claim)	\$	5,000
	Named Cyclone	\$	0
POLICY 2	GENERAL LIABILITY		
	Limit of Insurance		
	Each Occurrence Limit	\$	30,000,000
	Each Act (Personal Injury) Limit	\$	30,000,000
	Pollution Aggregate Limit	\$	30,000,000
	Territorial Limit		Anywhere in Australia
	Deductible (each and every claim)	\$	5,000
POLICY 3	CRIME INSURANCE		
	Limit of Insurance (in the aggregate any one period of insurance)	\$	100,000
	Deductible (each and every claim)	\$	5,000
POLICY 4	MACHINERY BREAKDOWN		
	Limit of Insurance (each occurrence)	\$	250,000
	Deductible (each and every claim)	\$	5,000
POLICY 5	MANAGEMENT COMMITTEE LIABILITY		
	Limit of Insurance (in the aggregate any one period of insurance)	\$	5,000,000
	Deductible (each and every claim)	\$	5,000
	Prior & Pending Date (Excluding known claims, circumstances, wrongful acts and specified offences)		14/02/2018
POLICY 6	VOLUNTARY WORKERS		
	Limit of Insurance		\$200,000each Occurrence Limit \$500,000Aggregate Limit of Liability
	Deductible (each and every claim)		First 7 days of incapacity

Body Corporate Brokers Pty Ltd

POLICY 7	PROFESSIONAL EXPENSES		
	Limit of Insurance (in the aggregate any one period of insurance)	\$	30,000
	Deductible (each and every claim)	\$	1,000
	Prior & Pending Date (Excluding known claims, circumstances, wrongful acts and specified offences)		14/02/2018
POLICY 8	APPEAL EXPENSES		
	Limit of Insurance (in the aggregate any one period of insurance)	\$	150,000
	Deductible (each and every claim)	\$	1,000
WORDING	Chubb Body Corporate Elite Package Chubb16-274-0720		
CAPACITY	100%		

This is a summary only. Full Terms and Conditions are as per the Insurer's Product Disclosure Statement/Policy Wording.

NOTICE TO INTENDING INSURED

General Advice Warning

Any reference in this document to "you" or "your" is a reference to the insured.

Any advice we provide in this document is of a general nature only and may be based on incomplete or inaccurate information, and details about policies of insurance represent summary information only. Before acting on this advice you should consider its appropriateness in light of your particular objectives, needs and financial situation. For full details, terms and conditions, limits and exclusions in respect to any policy of insurance you should refer to the policy summary in this document, the policy wording, and to the relevant Product Disclosure Statement (PDS) which is available from your strata manager, our website, or by contacting us. For more information about BCB's significant relationships and remuneration arrangements please refer to our Financial Services Guide.

Important Notices

We draw your attention to the following important notices which may affect claims settlements under your policy. These notices are provided in the context of our general advice to you. Please carefully review your policy documents and schedule to ensure you understand the conditions for your own particular circumstances. For any questions you may have concerning the cover provided please contact BCB.

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and if so, on what terms. You also have the ongoing obligation to truthfully and accurately answer any requests for information from either BCB or your insurer.

You have the same duty to disclose those matters to the insurer before you **renew, extend, vary or reinstate a contract of general insurance.**

You do not need to disclose any matter that:

- That diminishes the insurer's risk
- That is of common knowledge
- That the insurer knows or as an insurer should know; or
- That the insurer tells you they do not need to know

Consequence of Non-Disclosure

If you fail to comply with your duty to disclose, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Average or Co-insurance Clauses

Some policies contain an "average" or "co-insurance" clause which may reduce the amount of a claim payable under the policy. Consequently, where property is insured for less than full replacement value, owners may find they are liable to pay a portion of the loss or damage as self-insured.

In any policy, the insurer's maximum liability is limited to the sum insured or policy limit. Therefore it is very important that owners select sums insured which represent full replacement value for property or other limits under their policy which reflect their potential exposure to financial loss

'Claims Made and Notified' Provisions

Sections of your insurance policy relating to Office Bearer's Liability, and where applicable sections covering Government Audit Costs and Legal Expenses, are arranged on a 'claims made and notified' or similar basis. This means that (subject to the other terms of the policy) these sections of the policy only provide cover for claims first made against you and notified to the insurer during the period of insurance. You should therefore ensure that any incident – or notice that is given to you – that may give rise to a claim is reported to BCB without delay when such incident or notice first comes to your attention.

Major Exclusions and Uninsured Risks

Please also note that policy sections not selected by you are marked in our summary as "Not Selected" or "Not Insured". If you believe that you require cover for any of these Uninsured Risks exposures or any other major perils currently excluded, please contact us to discuss your options.

Cooling Off Period

All policies are subject to a minimum cooling off period of 14 days, most strata insurers specify 21 days. Terms of the cooling off period – including the amount of premium that may be refunded – will vary across insurers and policies. Please refer to your PDS for your insurer's cooling off period. If you wish to cancel during the cooling off period, you must tell us during this period and we will notify the insurer.

Sums Insured

BCB has not reviewed the adequacy of the sums insured selected, and strongly recommends that you carefully consider whether the sums insured you have selected are sufficient. If you determine that your level of cover is insufficient, please contact us to arrange amendment.

Flood

We draw to your attention that flood is often a standard exclusion under the policy, please refer to your policy summary, PDS and policy wording to see if you have flood cover. If you specifically believe that you require cover for flood, please contact us to discuss your options.

New Claims

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience between the date the insurers have quoted their terms and the inception date of the cover. If claims do occur during this period, the insurers have the right to revise their terms quoted or withdraw their quotation.

Hold Blameless/Waiver of Rights/Subrogation

You are warned that should you become a party to any agreement that has the effect of excluding or limiting your insurer's chance of recovery from a third party, your insurers may have the right to refuse to indemnify you for such loss where it is shown that your insurer's rights of recovery have been prejudiced by your action.

Others Parties' Interest

This contract only covers the interest in the property of the named insured and does not extend cover to the interest of any third party in such property.

Complaints and Disputes

Clients who are not fully satisfied with our services should contact our Complaints Officer (02 9024 3850). We are members of the Financial Ombudsmen Service (FOS) and its successor the Australian Financial Complaints Authority (AFCA). BCB adopts the General Insurance Brokers Code of Practice. Further information is available from our office, or contact FOS or AFCA at:

Financial Ombudsman Service Australia
if lodged before 1 November 2018;
Online : www.fos.org.au
Email : info@fos.org.au
Phone: 1800 367 367
Mail : Financial Ombudsman Service Limited
GPO Box 3 Melbourne VIC 3001

Australian Financial Complaints Authority
if lodged on or after 1 November 2018;
Online : www.afca.org.au
Email : info@afca.org.au
Phone 1800 931 678
Mail : Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001

Refund of Premiums

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, Body Corporate Brokers reserves the right to retain all commission, broker fees and similar charges.

3. Property Identification

3.1 Property and Building Description

Strata Plan (SP)	94469, 95207, 95798, 96002, 96222
Registered SP date	3/02/2017, 31/03/2017, 28/06/2017, 1/08/2017, 13/09/2017
Address	330 Church Street, Parramatta NSW 2150
Building name	Altitude Apartments
Assumed construction completion date	Circa 2017
Heritage listed	No
Building type	Residential high-rise flat building
Unit/lot breakdown	Three-hundred and seventy-five (375) residential units / three-hundred and seventy-six (376) total lots.
Storeys	Fifty-nine (59)
Parking	Four (4) basement levels
Ancillary features	Swimming pool, sauna and gym
Roof type	Concrete
Windows	Aluminium framed
Floors	Reinforced concrete floor slabs
External walls	Cladding and rendered masonry or the equivalent

3.2 Inspection Details

Inspection by	Samuel Star and Johanne Troensdal Lund
OC representative present	Jennerose Posis (Building Manager)
Inspection date	21/10/2021
Inspected areas	Readily accessible common areas only
Photos review	Attached in Appendix B

4 . Capital Replacement Valuation

Taking into consideration the assumptions and disclaimers referred to in this report, the recommended Capital Replacement Valuation of the building(s) is GST inclusive and is as follows:

Estimated reconstruction cost as of date of valuation	\$118,125,000
Demolition and removal of debris	\$9,375,000
Escalation to commencement of construction	\$9,639,000
Professional and authorities fees	\$2,362,500
Sub-Total	\$139,501,500
Escalation over life of policy	\$4,185,045
Capital Replacement Value	\$143,686,545
GST allowance	\$14,368,655
Capital Replacement Value including GST	\$158,055,200

The following potential expenses are not usually covered under an insurance policy unless specifically included. We recommend they are stated as follows:

Building catastrophe including cost escalation and variations	Up to 10% of the project value any one loss
Expediting expenses	Up to 5% of the project value any one loss
Mitigation of fire extinguishment expenses	Up to 15% of the project value any one loss
Emergency accommodation and loss of rent	Up to 30% of the project value any one loss

5 . Basis of Calculation

5.1 Methodology

The recommended Capital Replacement Value has been calculated by use of the following methodology as specified in Section 39 of the Strata Schemes Management Regulation 2016, and may be summarised as follows:

- Replacement and/or reinstatement construction costs at date of valuation;
- Demolition and removal of debris/site clearance;
- Professional fees for design and project management;
- Authorities fees for development application and other statutory authorities;
- 10% GST allowance;
- Cost escalation during planning, tendering, construction and fitout stages based on 24 months;
- Cost escalation for lapse time between insurance renewal date and the occurrence of the event leading to the claim based on 12 months.

Please refer to Appendix A for definitions of the key terms above.

5.2 Heritage Value

Some properties are listed as a heritage place and/or item identified in the NSW Office of Environment and Heritage places and items. As such, items considered of heritage value are more expensive to redevelop and maintain, impacting the assessment of the Capital Replacement Value. Where a building is heritage listed, the reinstatement cost does not allow for replacement or reinstatement of the original features, but allows for a modern equivalent.

Building Details & Report Inputs

Supplied information

Building Name	Altitude
Building Address	330 Church Street Parramatta NSW 2150
Strata Plan (SP) No	94469
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	2017
Number of Unit Entitlements	17722
Number of Units	346
Estimated Starting Capital Works Fund Balance	\$99,411
Starting date of Financial Year for Report	1/03/2018
GST Status	Registered for GST
Current Capital Works Fund Levy per Lot Entitlement (Inc. GST)	\$6.45

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	2.20%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on capital works fund balances over \$10,000.	1.54%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	3.10%
Forecast Period - Number of years the plan looks out.	15 years

15 Year Levy Table

Year	Year To	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	28/02/2019	372,988.00	33,908.00	21.05	1.91	5.26	0.48
2	29/02/2020	384,550.63	34,959.15	21.70	1.97	5.43	0.49
3	28/02/2021	396,471.70	36,042.88	22.37	2.03	5.59	0.51
4	28/02/2022	408,762.32	37,160.21	23.07	2.10	5.77	0.52
5	28/02/2023	421,433.96	38,312.18	23.78	2.16	5.95	0.54
6	29/02/2024	434,498.42	39,499.86	24.52	2.23	6.13	0.56
7	28/02/2025	447,967.87	40,724.35	25.28	2.30	6.32	0.57
8	28/02/2026	461,854.88	41,986.81	26.06	2.37	6.52	0.59
9	28/02/2027	476,172.38	43,288.40	26.87	2.44	6.72	0.61
10	29/02/2028	490,933.72	44,630.34	27.70	2.52	6.93	0.63
11	28/02/2029	506,152.66	46,013.88	28.56	2.60	7.14	0.65
12	28/02/2030	521,843.39	47,440.31	29.45	2.68	7.36	0.67
13	28/02/2031	538,020.54	48,910.96	30.36	2.76	7.59	0.69
14	29/02/2032	554,699.18	50,427.20	31.30	2.85	7.83	0.71
15	28/02/2033	571,894.85	51,990.44	32.27	2.93	8.07	0.73

15 Year Cash Flow Tracking Sheet

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

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

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	28/02/2019	99,411.00	339,080.00	3,865.65	35,869.09	406,487.56
2	29/02/2020	406,487.56	349,591.48	8,349.41	78,227.27	686,201.18
3	28/02/2021	686,201.18	360,428.82	12,662.89	88,300.00	970,992.89
4	28/02/2022	970,992.89	371,602.11	16,987.62	107,403.64	1,252,178.98
5	28/02/2023	1,252,178.98	383,121.78	21,038.72	155,178.18	1,501,161.30
6	29/02/2024	1,501,161.30	394,998.56	25,008.82	149,421.82	1,771,746.86
7	28/02/2025	1,771,746.86	407,243.52	29,638.13	101,629.09	2,106,999.42
8	28/02/2026	2,106,999.42	419,868.07	29,147.99	848,413.64	1,707,601.84
9	28/02/2027	1,707,601.84	432,883.98	28,657.30	126,360.91	2,042,782.21
10	29/02/2028	2,042,782.21	446,303.38	20,930.89	1,813,570.00	696,446.48
11	28/02/2029	696,446.48	460,138.78	13,384.16	114,829.09	1,055,140.33
12	28/02/2030	1,055,140.33	474,403.08	16,034.19	502,321.82	1,043,255.78
13	28/02/2031	1,043,255.78	489,109.58	18,892.44	122,057.27	1,429,200.53
14	29/02/2032	1,429,200.53	504,271.98	24,588.19	169,401.82	1,788,658.88
15	28/02/2033	1,788,658.88	519,904.41	25,943.82	727,895.45	1,606,611.66

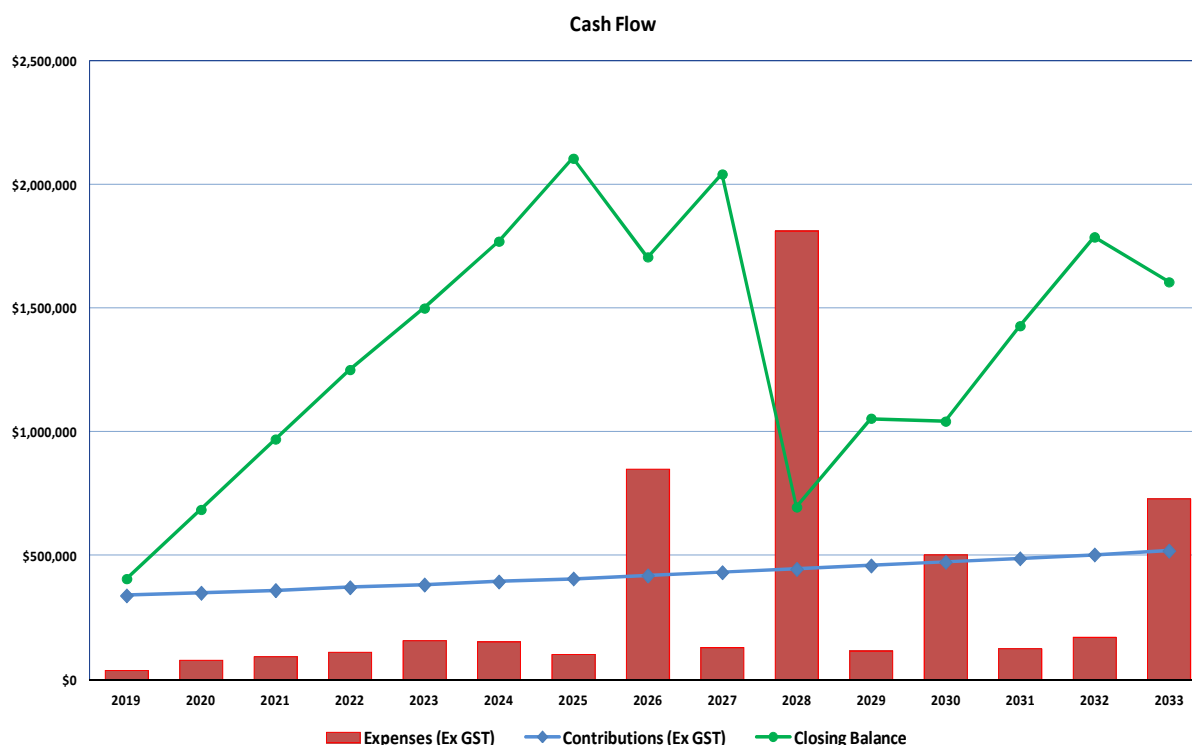
15 Year Cash Flow Graph

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

Contributions line - Total capital works fund contributions per year.

Expenses line – Total anticipated expenses in each year.

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



**Independent Auditor's Report
To the Owners of Strata Plan 94469**

Opinion

We have audited the financial report of Strata Plan 94469 (the Plan), which comprises the balance sheet as at 28 February 2023, the income and expenditure statements for the year then ended, and notes to the financial statements, including a summary of significant accounting policies. We have not audited any budget information which may be included in the financial report.

In our opinion, the accompanying financial report presents fairly, in all material respects, the financial position of Strata Plan 94469 as at 28 February 2023 and its financial performance for the year then ended in accordance with the accounting policies described in the notes to the financial report and the financial reporting requirements of Sections 92 and 93 of the Strata Schemes Management Act 2015.

Basis for Opinion

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

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

Emphasis of Matter - Basis of Accounting

We draw attention to the notes to the financial report, which describes the basis of accounting. The financial report has been prepared for distribution to the Owners for the purpose of fulfilling the Owners Corporation's financial reporting responsibilities under Sections 92 and 93 of the Strata Schemes Management Act 2015. As a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibilities of the Owners Corporation for the Financial Report

The Owners Corporation is responsible for the preparation and fair presentation of the financial report in accordance with the accounting policies described in the notes to the financial report, and has determined that the accounting policies described in the notes to the financial report are appropriate to meet the financial reporting requirements of Sections 92 and 93 of the Strata Schemes Management Act 2015, and are appropriate to meet the needs of the Owners. The Owners Corporation's responsibility also includes such internal control as the Owners Corporation determines is necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the Owners Corporation is responsible for assessing the Plan's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the Owners Corporation either intends to liquidate the Plan or to cease operations, or has no realistic alternative but to do so.



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Auditor's Responsibilities for the Audit of the Financial Report

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

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

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Owners Corporation.
- Conclude on the appropriateness of the Owners Corporation's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Plan's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Plan to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

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

Kelly Partners Assurance Services



Steve Nicholls CA
Client Director - North Sydney



Dated this 11th day of May 2023

ANNUAL FINANCIAL STATEMENTS

For the period 1 March 2022 to 28 February 2023

Prepared For

ALTITUDE

Strata Plan 94469

330 CHURCH STREET
PARRAMATTA
NSW 2150



Manager

Sachin Sharma
New South Wales Strata Mgmt

Printed

11 May 2023

Balance Sheet

Administrative & Capital Works Fund

Owners Corporation for Plan No. 94469

As at 28th February 2023

330 CHURCH STREET PARRAMATTA NSW NSW 2150

ABN/ACN 93903281155

Liability limited by a scheme approved under Professional Standards Legislation

Assets		2023	2022
Cash		1,085,313.28	878,618.05
Prepaid Expenses	Note 9	212,554.77	194,738.02
Accounts Receivable	Note 10	230.25	125.40
Levies in Arrears	Note 11	165,684.60	121,107.23
Security Deposit Account	Note 12	23,270.43	22,986.66
Total Assets		\$ 1,487,053.33	\$ 1,217,575.36

Liabilities

Levies in Advance		0.00	76,426.87
Accounts Payable Liability	Note 14	16,938.07	99,336.18
Unallocated Monies Received	Note 13	12,173.00	28,013.34
Accrued Expenses	Note 15	65,452.63	90,176.67
GST Liability		21,390.57	17,384.27
GST balance to disburse		17,989.65	14,618.94
Total Liabilities		\$ 133,943.92	\$ 325,956.27
Net Assets		\$ 1,353,109.41	\$ 891,619.09

Equity

Administrative Fund	576,822.38	477,934.77
Capital Works Fund	776,287.03	413,684.32
Total Equity	\$ 1,353,109.41	\$ 891,619.09

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AUDIT

Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. 94469

1 March 2022 to 28 February 2023

330 CHURCH STREET PARRAMATTA NSW 2150

ABN/ACN 93903281155

Income	Actuals	Actuals
	01/03/21 28/02/22	01/03/22 28/02/23
Levy Fees - normal	1,800,884.53	1,909,091.12
Levy Fees - other	3,880.09	3,374.38
Levy Fees - special	300,000.00	0.00
Mutual Revenue - debt recovery costs	471.38	0.00
Mutual Revenue - penalty interest	4,770.92	4,543.05
Mutual Revenue - recoveries	520.00	0.00
Mutual Revenue - reimbursement	6,042.55	1,190.91
Mutual Revenue - security devices	8,072.73	11,750.00
Non-Mutual Revenue - bank interest	0.00	2,774.25
Non-Mutual Revenue - certificates	1,199.00	1,754.90
Non-Mutual Revenue - strata inspections	375.10	527.00
Owners Corporation Manager - certificate fees	109.00	0.00
Strata Setup - Balance Brought Forward	(7,112.77)	0.00
Sundry Revenue - discharge insurance claim	0.00	128,465.60
Taxes, Fees & Charges - GST rounding	0.00	0.18
Taxes, Fees & Charges - Set GST Liability	7,112.77	0.00
Total Administrative Fund Income	2,126,325.30	2,063,471.39

Expenditure

Accountant - audit fees	1,700.00	1,800.00
Air Conditioning Maintenance	4,980.14	6,549.04
Car Park (Basement) - lighting, power	275.00	2,001.36
Caretaking Services	606,479.76	636,803.68
Cleaning Service	3,716.00	500.00
Cleaning Service - bins, garbage chutes	9,387.29	11,962.45
Cleaning Service - carpets	20,980.00	0.00
Common Property - shared facilities contributions	75,282.72	75,546.57
Consultant	3,560.00	3,495.00
Door & Window Maintenance	49,800.00	93,942.29
Doors and Windows	0.00	1,550.00
Electrical Repairs	3,335.00	2,620.00
Electrical Repairs - globes, tubes	4,925.00	2,937.50
Electricity	159,046.34	181,683.01
Fire Protection Services	2,961.85	6,364.30
Garage Door Maintenance	1,000.00	0.00
Garden/Lawn Maintenance	1,100.00	0.00
Garden/Lawn Maintenance - planting	2,170.56	2,614.92
Garden/Lawn Maintenance - rubbish removal	79,917.58	0.00
General Repairs	7,985.00	6,934.64
Healthcare Services - sanitary dispensers	85.51	0.00
Healthcare Services - sanitary disposals	0.00	95.49
Insurance Claim - excess	909.09	0.00
Insurance Claim - paid	0.00	128,465.60
Insurance Premiums	149,328.35	179,632.20
Intercom & Security System	2,770.00	7,990.00
Legal Services	2,185.82	2,962.85
Lift Maintenance	86,034.64	81,690.28

Income and Expenditure Statement (continued)

Administrative Fund

Owners Corporation for Plan No. 94469

1 March 2022 to 28 February 2023

330 CHURCH STREET PARRAMATTA NSW 2150

ABN/ACN 93903281155

Expenditure	Actuals	Actuals
	01/03/21 28/02/22	01/03/22 28/02/23
Lighting Maintenance - globes, tubes	925.00	0.00
Lock & Key Systems	2,762.79	1,020.92
Owners Corporation Manager - accounting fees	423.13	2,571.81
Owners Corporation Manager - additional services	8,158.09	15,838.97
Owners Corporation Manager - certificate fees	327.00	2,071.00
Owners Corporation Manager - debt recovery	3,539.20	134.31
Owners Corporation Manager - disbursements	25,396.38	26,313.30
Owners Corporation Manager - inspection fees	372.00	527.00
Owners Corporation Manager - management fees	58,783.07	60,471.95
Owners Corporation Manager - schedule B fees	3,266.00	3,281.29
Owners Corporation Manager - work order/quotes	23.86	73.50
Pest Control Services	2,625.51	2,160.00
Plumbing	10,062.50	4,980.75
Pool Maintenance	12,700.39	11,633.07
Pumps & Motor Maintenance	1,840.00	880.00
Recreation Facilities - gym	1,999.99	3,072.73
Roadways, Driveways & Parking	0.00	450.00
Security Services	136,800.90	165,282.80
Shared Facilities - community association levy	(17,997.03)	0.00
Special Levy Expenses	0.00	29,376.74
Stairs, Floors and Balconies	1,500.00	1,100.00
Sundry Expenditure	664.08	516.06
Taxes, Fees & Charges - GST rounding	(0.48)	(1.76)
Taxes, Fees & Charges - NSW Strata Hub Registrat...	0.00	1,128.00
Taxes, Fees & Charges - PAYG instalments	260.00	130.00
Telephone & Internet Services	3,950.00	3,162.50
Valuer - insurance valuation	2,850.00	0.00
Walls & Ceilings	0.00	850.00
Washroom Supplies - toilet tissue	72.00	255.00
Waste Management Services	0.00	85,026.63
Water	103,143.21	100,436.03
Water Penetration/Waterproofing	0.00	3,700.00
Total Administrative Fund Expenditure	1,644,363.24	1,964,583.78


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Income and Expenditure Statement (continued)

Administrative Fund

Owners Corporation for Plan No. 94469

1 March 2022 to 28 February 2023

330 CHURCH STREET PARRAMATTA NSW 2150

ABN/ACN 93903281155

Summary

Opening Balance as at 1 March 2022	477,934.77
Total Revenue during period	2,063,471.39
Total Expenditure during period	(1,964,583.78)
Administrative Fund balance as at 28 February 2023	\$ 576,822.38



Income and Expenditure Statement

Capital Works Fund

Owners Corporation for Plan No. 94469

1 March 2022 to 28 February 2023

330 CHURCH STREET PARRAMATTA NSW 2150

ABN/ACN 93903281155

Income	Actuals	Actuals
	01/03/21 28/02/22	01/03/22 28/02/23
Levy Fees - normal	229,998.50	250,022.30
Levy Fees - special	0.00	600,000.08
Mutual Revenue - penalty interest	479.66	1,514.55
Strata Setup - Balance Brought Forward	2,028.24	0.00
Taxes, Fees & Charges - Set GST Liability	(2,028.24)	0.00

Total Capital Works Fund Income	230,478.16	851,536.93
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Expenditure

Car Park (Basement) - bollards, posts sentries	1,500.00	950.00
Consultant	183,833.00	131,155.00
Door & Window Maintenance	4,189.00	19,050.00
Doors and Windows	1,665.00	3,040.00
Electrical Repairs - globes, tubes	0.00	2,017.50
Fire Protection Services	2,100.00	7,137.55
General Repairs	0.00	31,611.80
Intercom & Security System	1,920.00	2,650.00
Legal Services	109,227.19	245,557.27
Plumbing	4,519.00	6,565.00
Plumbing Maintenance - sump pumps	0.00	3,580.00
Pool Maintenance	13,557.72	1,460.00
Pumps & Motor Maintenance	4,000.00	0.00
Roadways, Driveways & Parking	0.00	3,200.00
Stairs, Floors and Balconies	995.00	0.00
Taxes, Fees & Charges - income tax	333.00	0.00
Water Penetration/Waterproofing	0.00	30,960.10

Total Capital Works Fund Expenditure	327,838.91	488,934.22
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Summary

Opening Balance as at 1 March 2022	413,684.32
Total Revenue during period	851,536.93
Total Expenditure during period	(488,934.22)
Capital Works Fund balance as at 28 February 2023	\$ 776,287.03

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Notes To Financial Statements

Owners Corporation for Plan No. 94469

330 CHURCH STREET PARRAMATTA NSW NSW 2150

ABN/ACN 93903281155

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners. (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption. (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 GST Rounding

Any items shown as "GST Rounding" in the Income and Expenditure Statement represents the rounded amount not included in any amounts paid to the ATO when calculating GST transactions. This amount is net of GST.

Note 8 GST balance to collect

Any items shown as "GST balance to collect" in the Balance Sheet represents the GST portion of any invoices that are due and accrue in the next financial year. EG. Interim contributions issued in this reporting period that are for a levy period in the next financial year. The invoice (net of GST) is not an asset as the accrual period has not started. However the GST portion is considered both an asset and a liability as at the invoice date. The asset is reported as "GST balance to collect".

Note 9 Prepaid Expenses

Detail	Amount
Kone Elevators Pty Ltd (All States) LIFT SERVICES 01/01/2023-31/03/2023	7875.92
Body Corporate Brokers Pty Ltd (NSW) INSURANCE PREMIUM 14/02/2023-14/02/2024	204678.85
	\$ 212,554.77

Note 10 Accounts Receivable

Detail	Amount
Macquarie Bank Limited DEFT adjustment	5.50
Macquarie Bank Limited DEFT adjustment	24.75
Meriton Property Services Pty Ltd 1 x Swipe Card	100.00
Meriton Property Services Pty Ltd Swipe Card Unit 2904	100.00
	\$ 230.25

Note 11 Levies in Arrears - also see note 2

These notes (other than notes added by the owners corporation manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants. The accuracy of data used to generate the accounts is the responsibility of the software user.

Notes To Financial Statements

Owners Corporation for Plan No. 94469

330 CHURCH STREET PARRAMATTA NSW NSW 2150

ABN/ACN 93903281155

Detail	Amount
Lot: 107 Unit: 1908	0.38
Lot: 115 Unit: 2101	4250.91
Lot: 116 Unit: 2102	2641.60
Lot: 117 Unit: 2104	1292.23
Lot: 126 Unit: 2206	1942.36
Lot: 128 Unit: 2208	1906.33
Lot: 129 Unit: 2301	14.58
Lot: 13 Unit: 607	5.44
Lot: 130 Unit: 2302	2143.27
Lot: 138 Unit: 2404	1553.88
Lot: 146 Unit: 2505	1981.20
Lot: 148 Unit: 2507	381.33
Lot: 154 Unit: 2606	1607.40
Lot: 170 Unit: 2907	1575.89
Lot: 171 Unit: 3001	374.00
Lot: 182 Unit: 3107	2317.07
Lot: 183 Unit: 3201	2.85
Lot: 184 Unit: 3202	2683.61
Lot: 19 Unit: 706	1541.66
Lot: 197 Unit: 3404	172.35
Lot: 198 Unit: 3405	2020.04
Lot: 2 Unit: 502	2076.53
Lot: 200 Unit: 3501	2020.04
Lot: 204 Unit: 3506	1945.24
Lot: 206 Unit: 3602	2719.29
Lot: 208 Unit: 3605	381.33
Lot: 219 Unit: 3806	2.79
Lot: 222 Unit: 3904	1636.05
Lot: 234 Unit: 104	1384.35
Lot: 239 Unit: 203	2.58
Lot: 243 Unit: 301	1495.06
Lot: 245 Unit: 303	0.04
Lot: 246 Unit: 304	1415.81
Lot: 270 Unit: 2003	1289.96
Lot: 271 Unit: 2103	1313.92
Lot: 28 Unit: 808	4189.63
Lot: 280 Unit: 2805	6318.66
Lot: 282 Unit: 4102	3.84
Lot: 283 Unit: 4104	6108.27
Lot: 285 Unit: 4106	17.84
Lot: 289 Unit: 4205	2064.81
Lot: 290 Unit: 4206	2.61
Lot: 300 Unit: 4406	798.90
Lot: 301 Unit: 4501	1667.51
Lot: 302 Unit: 4502	2758.48
Lot: 303 Unit: 4504	1667.51
Lot: 310 Unit: 4606	2020.04
Lot: 320 Unit: 4806	1638.92
Lot: 324 Unit: 4905	1699.02
Lot: 328 Unit: 5004	8146.71
Lot: 334 Unit: 5105	2097.74
Lot: 336 Unit: 5201	4238.65
Lot: 337 Unit: 5202	2265.30
Lot: 340 Unit: 5206	4081.63
Lot: 354 Unit: 2802	2620.55
Lot: 360 Unit: 3403	3386.42
Lot: 367 Unit: 4103	5346.09
Lot: 368 Unit: 4203	2552.93
Lot: 374 Unit: 4803	55.22
Lot: 375 Unit: 4903	21037.97
Lot: 41 Unit: 1007	0.10
Lot: 47 Unit: 1106	1541.66

Notes To Financial Statements

Owners Corporation for Plan No. 94469

330 CHURCH STREET PARRAMATTA NSW NSW 2150

ABN/ACN 93903281155

Detail	Amount
Lot: 50 Unit: 1201	1541.66
Lot: 51 Unit: 1202	2606.51
Lot: 52 Unit: 1204	1553.88
Lot: 59 Unit: 1304*	1195.58
Lot: 6 Unit: 507	1541.66
Lot: 60 Unit: 1305	4246.44
Lot: 61 Unit: 1306	1541.66
Lot: 63 Unit: 1308	3246.27
Lot: 75 Unit: 1506	4246.27
Lot: 77 Unit: 1508	1864.65
Lot: 8 Unit: 601	0.48
Lot: 82 Unit: 1606	1947.99
Lot: 85 Unit: 1701	1939.80
Lot: 90 Unit: 1707	1604.59
Lot: 92 Unit: 92	188.78
	\$ 165,684.60

Note 12 Security Deposit Account

Detail	Amount
PMS-Reference(GD.125694.Prior-[*Levy-A]) MERITON PROPERTY P/L (LOT 309) contractor_id 718576	103.89
PMS-Reference(GD.125777.Prior-[*Levy-A]) MERITON PROPERTY P/L (LOT 91) contractor_id 718620	99.99
PMS-Reference(GD.125794.Prior-[*Levy-A]) MERITON APARTMENT SERVICESL184 contractor_id 718637	100.00
PMS-Reference(GD.126219.Prior-[*Levy-A]) QI CHENG XU (LOT 245) contractor_id 718696	99.99
PMS-Reference(GD.126237.Prior-[*Levy-A]) MERITON PROPERTY SERVICES L177 contractor_id 718711	0.99
Kone Elevators - Lift Maintenance 01/04/2023-30/06/2023 Pre-paid Expenses	22865.57
	\$ 23,270.43

Note 13 Unallocated Monies Received - also see note 3

Detail	Amount
Lot: 11 Unit: 605	352.00
Lot: 112 Unit: 2006	366.67
Lot: 125 Unit: 2205	396.45
Lot: 134 Unit: 2307	0.41
Lot: 147 Unit: 2506	0.41
Lot: 159 Unit: 2702	1.33
Lot: 162 Unit: 2706	376.87
Lot: 17 Unit: 704	0.75
Lot: 176 Unit: 3007	0.01
Lot: 180 Unit: 3105	381.33
Lot: 189 Unit: 3301	0.95
Lot: 202 Unit: 3504	381.33
Lot: 203 Unit: 3505	381.33
Lot: 214 Unit: 3706	366.87
Lot: 252 Unit: 406	381.33
Lot: 272 Unit: 2203	300.67
Lot: 279 Unit: 2804	374.00
Lot: 295 Unit: 4306	0.46
Lot: 31 Unit: 904	51.50
Lot: 32 Unit: 905	359.33
Lot: 332 Unit: 5102	2.93
Lot: 338 Unit: 5204	396.00
Lot: 34 Unit: 907	366.67
Lot: 345 Unit: 5306	388.67
Lot: 352 Unit: 403	293.33
Lot: 355 Unit: 2903	616.00
Lot: 361 Unit: 3503	513.33
Lot: 362 Unit: 3603	513.33
Lot: 366 Unit: 4003	586.79
Lot: 372 Unit: 4603	601.33
Lot: 40 Unit: 1006	359.33
Lot: 44 Unit: 1102	491.33
Lot: 45 Unit: 1104	276.73

Notes To Financial Statements

Owners Corporation for Plan No. 94469

330 CHURCH STREET PARRAMATTA NSW NSW 2150

ABN/ACN 93903281155

Detail	Amount
Lot: 46 Unit: 1105	359.33
Lot: 48 Unit: 1107	366.67
Lot: 69 Unit: 1407	4.17
Lot: 7 Unit: 508	352.00
Lot: 76 Unit: 1507	374.00
Lot: 83 Unit: 1607	371.39
Lot: 89 Unit: 1706	366.67
Lot: 91 Unit: 1708	99.00
	\$ 12,173.00

Note 14 Accounts Payable Liability

Detail	Amount
Abbas Abdolahi T/as Mr Fix One Level 33 Painting damaged wall and door frame	260.00
Abbas Abdolahi T/as Mr Fix One Repair broken window handle unit 807	110.00
Chambers Russell Pty Limited t/a Chambers Russell Lawyers (NSW) REFUND DUP PYMT INV B17573	-11489.50
Kone Elevators Pty Ltd (All States) Lift maintenance 01/04/23 - 30/06/23	22865.57
New South Wales Strata Mgmt BUILDING DEFECT MATTER (FEBRUARY 2023)	836.00
New South Wales Strata Mgmt URGENT REPAIRS	418.00
PLUMBSURE PLUMBING SERV P/L Plumbing- materials and labour P4 Pump replaced as quoted	3938.00
	\$ 16,938.07

Note 15 Accrued Expenses

Detail	Amount
FYE 28 FEB 2023 ADJ INV# 944690323	600.00
FYE 28 FEB 2023 ADJ INV#SM83322	600.00
FYE 28 FEB 2023 ADJ INV#INV1069	450.00
FYE 28 FEB 2023 ADJ INV# INV1068	900.00
FYE 28 FEB 2023 ADJ INV# 134002330966	33758.49
FYE 28 FEB 2023 ADJ INV# 10775	800.00
FYE 28 FEB 2023 ADJ INV# 00004922	11590.76
FYE 28 FEB 2023 ADJ INV#419167	7677.23
FYE 28 FEB 2023 ADJ INV#INV1634	3740.00
FYE 28 FEB 2023 ADJ INV#INV0259	3040.00
FYE 28 FEB 2023 ADJ INV#00017246	2296.15
	\$ 65,452.63

KELLY+PARTNERS
AUDIT

NOTES TO AND FORMING PART OF THE ACCOUNTS FOR THE YEAR ENDED
31 MARCH 2023

NOTE 16 - LEGAL MATTERS

Meriton has paid the settlement amount of \$150,000 on the 12th April 2023 as per the Deed of Settlement.



Bank Account Reconciliation

1 March 2022 to 28 February 2023

Owners Corporation for Plan No. 94469

ABN/ACN 93903281155

330 CHURCH STREET PARRAMATTA NSW 2150 Manager: NSW Strata enquiry@nswstrata.com.au

Summary

Closing Ledger Balance	1,058,509.71
Reconciled Bank Balance	1,058,509.71

Variance: 0.00

Ledger

Opening Balance	856,503.03
Plus Receipts	3,310,884.13
Less Payments	3,108,877.45
Closing Balance	<u><u>1,058,509.71</u></u>

Bank Account (BSB: 182-222 Account #: 2212-19728)

Bank Balance at 28/02/2023	1,085,313.28
Plus Outstanding Receipts - General Ledger	0.00
Less Outstanding Payments - General Ledger	26,803.57
Reconciled Bank Balance	<u><u>1,058,509.71</u></u>

Outstanding Payments - General Ledger

Date	Payment Reference	Amount
20/02/2023	823 - Plumbing- materials and labour P4 Pump replaced as quoted	3938.00
24/02/2023	803 - Life maintenance 01/04/23 - 30/06/23	22865.57
Total		<u><u>26,803.57</u></u>

KELLY+PARTNERS
AUDIT

Statement of Key financial information

Strata Schemes Management Act 2015 (Section 94 (1))

Reporting period 01/03/2022 to 28/02/2023

A statement of key financial information for an administrative fund and capital works is based on Form 2 in Schedule 1 of the Regulations.

OWNERS CORPORATION DETAILS

Strata Plan: 94469

Address of Plan: 330 CHURCH STREET PARRAMATTA NSW 2150

ADMINISTRATIVE FUND

Balance carried forward from previous reporting period:	\$477,934.77
Total income received during reporting period:	\$2,063,471.39
Total interest earned by fund during reporting period:	\$7,317.30
Total contributions paid during reporting period:	\$1,912,465.50
Total unpaid contributions payable for reporting period:	\$124,457.22
Total expenditure for maintenance during reporting period:	\$861,551.82
Total expenditure for administration costs during reporting period:	\$1,103,031.96
Balance of fund at end of reporting period:	\$576,822.38

List of principal items of expenditure proposed for next reporting period:

Item	Amount
Common Property - shared facilities contributions	150000.00
Accountant - audit fees	2000.00
Air Conditioning Maintenance	6000.00
Bank Fees & Charges	300.00
Owners Corporation Manager - certificate fees	500.00
Owners Corporation Manager - disbursements	27500.00
Owners Corporation Manager - inspection fees	500.00
Owners Corporation Manager - management fees	63500.00
Owners Corporation Manager - schedule B fees	3000.00
Owners Corporation Manager - accounting fees	2700.00
Owners Corporation Manager - additional services	13000.00
Owners Corporation Manager - work order/quotes	200.00
Owners Corporation Manager - administration charges	100.00
Consultant	5000.00
Car Park (Basement) - lighting, power	2000.00
Caretaking Services	660000.00
Cleaning Service	2000.00
Cleaning Service - bins, garbage chutes	11000.00
Door & Window Maintenance	95000.00
Electricity	240000.00
Fans & Ventilation Systems	3000.00
Fire Protection Services	7000.00
Garage Door Maintenance	2000.00
Garden/Lawn Maintenance - planting	3000.00
Healthcare Services - sanitary disposals	500.00
Insurance Premiums	200000.00
Water Penetration/Waterproofing	4000.00
Lift Maintenance	85000.00
Lock & Key Systems	2000.00
Pest Control Services	2500.00
Pool Maintenance	13000.00

Statement of Key financial information

(Continued)

Reporting period 01/03/2022 to 28/02/2023
For Strata Plan 94469

Item	Amount
Pumps & Motor Maintenance	2000.00
Recreation Facilities - gym	3000.00
Roadways, Driveways & Parking	1000.00
Security Services	150000.00
Legal Services	5000.00
Taxes, Fees & Charges - PAYG instalments	400.00
Taxes, Fees & Charges - NSW Strata Hub Registration	1000.00
Telephone & Internet Services	4000.00
Washroom Supplies - toilet tissue	300.00
Waste Management Services	80000.00
Water	107000.00
Electrical Repairs	5000.00
Electrical Repairs - globes, tubes	5000.00
Intercom & Security System	8000.00
Doors and Windows	2000.00
General Repairs	7000.00
Plumbing	8000.00
Plumbing - sewers and drains	2000.00
Stairs, Floors and Balconies	1000.00
Walls & Ceilings	1000.00
Sundry Expenditure	1000.00

Statement of Key financial information

(Continued)

Reporting period 01/03/2022 to 28/02/2023
For Strata Plan 94469

CAPITAL WORKS FUND

Balance carried forward from previous reporting period:	\$413,684.32
Total income received during reporting period:	\$851,536.93
Total interest earned by fund during reporting period:	\$1,514.55
Total contributions paid during reporting period:	\$850,022.38
Total unpaid contributions payable for reporting period:	\$41,227.38
Total expenditure for maintenance during reporting period:	\$112,221.95
Total expenditure for administration costs during reporting period:	\$376,712.27
Balance of fund at end of reporting period:	\$776,287.03

List of principal items of expenditure proposed for next reporting period:

Item	Amount
Consultant - sinking fund forecast	250000.00

Proposed Annual Budget

Administrative Fund

Owners Corporation for Plan No. 94469

1 March 2023 to 29 February 2024

330 CHURCH STREET PARRAMATTA NSW NSW 2150

Liability limited by a scheme approved under Professional Standards Legislation

Expenditure

Budget
03/23 - 02/24

Accountant - audit fees	2,000.00
Air Conditioning Maintenance	6,000.00
Bank Fees & Charges	300.00
Car Park (Basement) - lighting, power	2,000.00
Caretaking Services	660,000.00
Cleaning Service	2,000.00
Cleaning Service - bins, garbage chutes	11,000.00
Common Property - shared facilities contributions	171,000.00
Consultant	5,000.00
Door & Window Maintenance	95,000.00
Doors and Windows	2,000.00
Electrical Repairs	5,000.00
Electrical Repairs - globes, tubes	5,000.00
Electricity	240,000.00
Fans & Ventilation Systems	3,000.00
Fire Protection Services	7,000.00
Garage Door Maintenance	2,000.00
Garden/Lawn Maintenance - planting	3,000.00
General Repairs	7,000.00
Healthcare Services - sanitary disposals	500.00
Insurance Premiums	200,000.00
Intercom & Security System	8,000.00
Legal Services	5,000.00
Lift Maintenance	85,000.00
Lock & Key Systems	2,000.00
Owners Corporation Manager - accounting fees	2,700.00
Owners Corporation Manager - additional services	13,000.00
Owners Corporation Manager - administration charges	100.00
Owners Corporation Manager - certificate fees	500.00
Owners Corporation Manager - disbursements	27,500.00
Owners Corporation Manager - inspection fees	500.00
Owners Corporation Manager - management fees	63,500.00
Owners Corporation Manager - schedule B fees	3,000.00
Owners Corporation Manager - work order/quotes	200.00
Pest Control Services	2,500.00
Plumbing	8,000.00
Plumbing - sewers and drains	2,000.00
Pool Maintenance	13,000.00
Pumps & Motor Maintenance	2,000.00
Recreation Facilities - gym	3,000.00
Roadways, Driveways & Parking	1,000.00
Security Services	150,000.00
Stairs, Floors and Balconies	1,000.00
Sundry Expenditure	1,000.00
Taxes, Fees & Charges - NSW Strata Hub Registration	1,000.00
Taxes, Fees & Charges - PAYG instalments	400.00
Telephone & Internet Services	4,000.00
Walls & Ceilings	1,000.00
Washroom Supplies - toilet tissue	300.00
Waste Management Services	80,000.00
Water	106,000.00
Water Penetration/Waterproofing	4,000.00

Proposed Annual Budget (continued)

Administrative Fund

Owners Corporation for Plan No. 94469

1 March 2023 to 29 February 2024

330 CHURCH STREET PARRAMATTA NSW NSW 2150

Total Administrative Fund Expenditure

2,020,000.00

Administrative Fund Summary

Budget
03/23 - 02/24

Opening balance (Surplus)	576,822.38	
Expenditure during budget period	2,020,000.00	
	1,443,177.62	
Less Additional revenue during budget period	0.00	
Plus Planned surplus at end of budget period	576,822.38	
Plus Allowance for GST on levies	202,000.00	Per Ent
Budgeted levies to be raised \$	2,222,000.00	111.1000

Total Lot Liability20000

*May include insurance contributions

330 CHURCH STREET PARRAMATTA NSW NSW 2150
Liability limited by a scheme approved under Professional Standards Legislation

Expenditure		Budget 03/23 - 02/24
Consultant - sinking fund forecast		275,000.00
Total Capital Works Fund Expenditure		275,000.00

Capital Works Fund Summary		Budget 03/23 - 02/24
Opening balance (Surplus)	776,287.03	
Expenditure during budget period	275,000.00	
	(501,287.03)	
Less Additional revenue during budget period	0.00	
Plus Planned surplus at end of budget period	776,287.03	
Plus Allowance for GST on levies	27,500.00	Per Ent
Budgeted levies to be raised \$	302,500.00	15.1250

Total Lot Liability	20000
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1 March 2023 to 29 February 2024

Owners Corporation for Plan No. 94469

330 CHURCH STREET PARRAMATTA NSW NSW 2150

Proposed Levy Period Start 01/05/2023
 Levy Period Duration 12 month(s)
 No. of Instalment(s): 4
 GST YES

TOTAL LEVIES	<u>Per Period</u>	<u>Per Year</u>
Admin Fund	P1 525,000.0000 P2 565,666.6700 P3 565,666.6700 P4 565,666.6600	2,222,000.00
Capital Fund	P1 68,750.0000 P2 77,916.6700 P3 77,916.6700 P4 77,916.6600	302,500.00
Total Contribution	P1 593,750.0000 P2 643,583.3400 P3 643,583.3400 P4 643,583.3200	2,524,500.00

TOTAL LIABILITIES	<u>Per Period</u>	<u>Per Year</u>
Admin Fund	P1 26.2500 P2 28.2833 P3 28.2833 P4 28.2833	111.1000
Capital Fund	P1 3.4375 P2 3.8958 P3 3.8958 P4 3.8958	15.1250
Total Per Lot Liability	P1 29.6875 P2 32.1792 P3 32.1792 P4 32.1792	126.2250

Yearly Levy By Period (Estimate Only)						
Lot No.	Lot Liability	Period	Administrative Fund	Capital Works Fund	Total	
1	48	1	1,260.00	165.00	1,425.00	
		2	1,357.60	187.00	1,544.60	
		3	1,357.60	187.00	1,544.60	
		4	1,357.60	187.00	1,544.60	
2	66	1	1,732.50	226.88	1,959.38	
		2	1,866.70	257.13	2,123.83	
		3	1,866.70	257.13	2,123.83	
		4	1,866.70	257.12	2,123.82	
3	37	1	971.25	127.19	1,098.44	
		2	1,046.48	144.15	1,190.63	
		3	1,046.48	144.15	1,190.63	
		4	1,046.48	144.15	1,190.63	
4	48	1	1,260.00	165.00	1,425.00	
		2	1,357.60	187.00	1,544.60	
		3	1,357.60	187.00	1,544.60	
		4	1,357.60	187.00	1,544.60	
5	48	1	1,260.00	165.00	1,425.00	

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,357.60	187.00	1,544.60
			3	1,357.60	187.00	1,544.60
			4	1,357.60	187.00	1,544.60
6		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
7		48	1	1,260.00	165.00	1,425.00
			2	1,357.60	187.00	1,544.60
			3	1,357.60	187.00	1,544.60
			4	1,357.60	187.00	1,544.60
8		48	1	1,260.00	165.00	1,425.00
			2	1,357.60	187.00	1,544.60
			3	1,357.60	187.00	1,544.60
			4	1,357.60	187.00	1,544.60
9		66	1	1,732.50	226.88	1,959.38
			2	1,866.70	257.13	2,123.83
			3	1,866.70	257.13	2,123.83
			4	1,866.70	257.12	2,123.82
10		39	1	1,023.75	134.06	1,157.81
			2	1,103.05	151.94	1,254.99
			3	1,103.05	151.94	1,254.99
			4	1,103.05	151.94	1,254.99
11		48	1	1,260.00	165.00	1,425.00
			2	1,357.60	187.00	1,544.60
			3	1,357.60	187.00	1,544.60
			4	1,357.60	187.00	1,544.60
12		48	1	1,260.00	165.00	1,425.00
			2	1,357.60	187.00	1,544.60
			3	1,357.60	187.00	1,544.60
			4	1,357.60	187.00	1,544.60
13		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
14		48	1	1,260.00	165.00	1,425.00
			2	1,357.60	187.00	1,544.60
			3	1,357.60	187.00	1,544.60
			4	1,357.60	187.00	1,544.60
15		48	1	1,260.00	165.00	1,425.00
			2	1,357.60	187.00	1,544.60
			3	1,357.60	187.00	1,544.60
			4	1,357.60	187.00	1,544.60
16		66	1	1,732.50	226.88	1,959.38

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,866.70	257.13	2,123.83
			3	1,866.70	257.13	2,123.83
			4	1,866.70	257.12	2,123.82
17		38	1	997.50	130.63	1,128.13
			2	1,074.77	148.04	1,222.81
			3	1,074.77	148.04	1,222.81
			4	1,074.77	148.04	1,222.81
18		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
19		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
20		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
21		48	1	1,260.00	165.00	1,425.00
			2	1,357.60	187.00	1,544.60
			3	1,357.60	187.00	1,544.60
			4	1,357.60	187.00	1,544.60
22		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
23		66	1	1,732.50	226.88	1,959.38
			2	1,866.70	257.13	2,123.83
			3	1,866.70	257.13	2,123.83
			4	1,866.70	257.12	2,123.82
24		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
25		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
26		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
27		50	1	1,312.50	171.88	1,484.38

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
28		48	1	1,260.00	165.00	1,425.00
			2	1,357.60	187.00	1,544.60
			3	1,357.60	187.00	1,544.60
			4	1,357.60	187.00	1,544.60
29		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
30		66	1	1,732.50	226.88	1,959.38
			2	1,866.70	257.13	2,123.83
			3	1,866.70	257.13	2,123.83
			4	1,866.70	257.12	2,123.82
31		38	1	997.50	130.63	1,128.13
			2	1,074.77	148.04	1,222.81
			3	1,074.77	148.04	1,222.81
			4	1,074.77	148.04	1,222.81
32		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
33		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
34		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
35		48	1	1,260.00	165.00	1,425.00
			2	1,357.60	187.00	1,544.60
			3	1,357.60	187.00	1,544.60
			4	1,357.60	187.00	1,544.60
36		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
37		66	1	1,732.50	226.88	1,959.38
			2	1,866.70	257.13	2,123.83
			3	1,866.70	257.13	2,123.83
			4	1,866.70	257.12	2,123.82
38		40	1	1,050.00	137.50	1,187.50

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
39		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
40		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
41		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
42		48	1	1,260.00	165.00	1,425.00
			2	1,357.60	187.00	1,544.60
			3	1,357.60	187.00	1,544.60
			4	1,357.60	187.00	1,544.60
43		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
44		67	1	1,758.75	230.31	1,989.06
			2	1,894.98	261.02	2,156.00
			3	1,894.98	261.02	2,156.00
			4	1,894.98	261.02	2,156.00
45		38	1	997.50	130.63	1,128.13
			2	1,074.77	148.04	1,222.81
			3	1,074.77	148.04	1,222.81
			4	1,074.77	148.04	1,222.81
46		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
47		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
48		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
49		48	1	1,260.00	165.00	1,425.00

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,357.60	187.00	1,544.60
			3	1,357.60	187.00	1,544.60
			4	1,357.60	187.00	1,544.60
50		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
51		67	1	1,758.75	230.31	1,989.06
			2	1,894.98	261.02	2,156.00
			3	1,894.98	261.02	2,156.00
			4	1,894.98	261.02	2,156.00
52		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
53		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
54		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
55		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
56		48	1	1,260.00	165.00	1,425.00
			2	1,357.60	187.00	1,544.60
			3	1,357.60	187.00	1,544.60
			4	1,357.60	187.00	1,544.60
57		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
58		67	1	1,758.75	230.31	1,989.06
			2	1,894.98	261.02	2,156.00
			3	1,894.98	261.02	2,156.00
			4	1,894.98	261.02	2,156.00
59		38	1	997.50	130.63	1,128.13
			2	1,074.77	148.04	1,222.81
			3	1,074.77	148.04	1,222.81
			4	1,074.77	148.04	1,222.81
60		49	1	1,286.25	168.44	1,454.69

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
61		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
62		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
63		48	1	1,260.00	165.00	1,425.00
			2	1,357.60	187.00	1,544.60
			3	1,357.60	187.00	1,544.60
			4	1,357.60	187.00	1,544.60
64		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
65		67	1	1,758.75	230.31	1,989.06
			2	1,894.98	261.02	2,156.00
			3	1,894.98	261.02	2,156.00
			4	1,894.98	261.02	2,156.00
66		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
67		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
68		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
69		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
70		48	1	1,260.00	165.00	1,425.00
			2	1,357.60	187.00	1,544.60
			3	1,357.60	187.00	1,544.60
			4	1,357.60	187.00	1,544.60
71		49	1	1,286.25	168.44	1,454.69

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
72		67	1	1,758.75	230.31	1,989.06
			2	1,894.98	261.02	2,156.00
			3	1,894.98	261.02	2,156.00
			4	1,894.98	261.02	2,156.00
73		39	1	1,023.75	134.06	1,157.81
			2	1,103.05	151.94	1,254.99
			3	1,103.05	151.94	1,254.99
			4	1,103.05	151.94	1,254.99
74		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
75		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
76		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
77		48	1	1,260.00	165.00	1,425.00
			2	1,357.60	187.00	1,544.60
			3	1,357.60	187.00	1,544.60
			4	1,357.60	187.00	1,544.60
78		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
79		67	1	1,758.75	230.31	1,989.06
			2	1,894.98	261.02	2,156.00
			3	1,894.98	261.02	2,156.00
			4	1,894.98	261.02	2,156.00
80		41	1	1,076.25	140.94	1,217.19
			2	1,159.62	159.73	1,319.35
			3	1,159.62	159.73	1,319.35
			4	1,159.62	159.73	1,319.35
81		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
82		50	1	1,312.50	171.88	1,484.38

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
83		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
84		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
85		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
86		67	1	1,758.75	230.31	1,989.06
			2	1,894.98	261.02	2,156.00
			3	1,894.98	261.02	2,156.00
			4	1,894.98	261.02	2,156.00
87		39	1	1,023.75	134.06	1,157.81
			2	1,103.05	151.94	1,254.99
			3	1,103.05	151.94	1,254.99
			4	1,103.05	151.94	1,254.99
88		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
89		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
90		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
91		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
92		6	1	157.50	20.63	178.13
			2	169.70	23.38	193.08
			3	169.70	23.38	193.08
			4	169.70	23.37	193.07
94		50	1	1,312.50	171.88	1,484.38

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
95		67	1	1,758.75	230.31	1,989.06
			2	1,894.98	261.02	2,156.00
			3	1,894.98	261.02	2,156.00
			4	1,894.98	261.02	2,156.00
96		41	1	1,076.25	140.94	1,217.19
			2	1,159.62	159.73	1,319.35
			3	1,159.62	159.73	1,319.35
			4	1,159.62	159.73	1,319.35
97		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
98		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
99		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
100		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
101		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
102		67	1	1,758.75	230.31	1,989.06
			2	1,894.98	261.02	2,156.00
			3	1,894.98	261.02	2,156.00
			4	1,894.98	261.02	2,156.00
103		39	1	1,023.75	134.06	1,157.81
			2	1,103.05	151.94	1,254.99
			3	1,103.05	151.94	1,254.99
			4	1,103.05	151.94	1,254.99
104		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
105		50	1	1,312.50	171.88	1,484.38

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
106		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
107		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
108		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
109		68	1	1,785.00	233.75	2,018.75
			2	1,923.27	264.92	2,188.18
			3	1,923.27	264.92	2,188.18
			4	1,923.27	264.92	2,188.18
110		41	1	1,076.25	140.94	1,217.19
			2	1,159.62	159.73	1,319.35
			3	1,159.62	159.73	1,319.35
			4	1,159.62	159.73	1,319.35
111		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
112		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
113		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
114		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
115		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
116		68	1	1,785.00	233.75	2,018.75

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,923.27	264.92	2,188.18
			3	1,923.27	264.92	2,188.18
			4	1,923.27	264.92	2,188.18
117		41	1	1,076.25	140.94	1,217.19
			2	1,159.62	159.73	1,319.35
			3	1,159.62	159.73	1,319.35
			4	1,159.62	159.73	1,319.35
118		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
119		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
120		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
121		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
122		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
123		68	1	1,785.00	233.75	2,018.75
			2	1,923.27	264.92	2,188.18
			3	1,923.27	264.92	2,188.18
			4	1,923.27	264.92	2,188.18
124		41	1	1,076.25	140.94	1,217.19
			2	1,159.62	159.73	1,319.35
			3	1,159.62	159.73	1,319.35
			4	1,159.62	159.73	1,319.35
125		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
126		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
127		51	1	1,338.75	175.31	1,514.06

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
128		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
129		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
130		68	1	1,785.00	233.75	2,018.75
			2	1,923.27	264.92	2,188.18
			3	1,923.27	264.92	2,188.18
			4	1,923.27	264.92	2,188.18
131		42	1	1,102.50	144.38	1,246.88
			2	1,187.90	163.63	1,351.53
			3	1,187.90	163.63	1,351.53
			4	1,187.90	163.62	1,351.52
132		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
133		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
134		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
135		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
136		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
137		68	1	1,785.00	233.75	2,018.75
			2	1,923.27	264.92	2,188.18
			3	1,923.27	264.92	2,188.18
			4	1,923.27	264.92	2,188.18
138		40	1	1,050.00	137.50	1,187.50

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
139		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
140		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
141		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
142		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
143		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
144		68	1	1,785.00	233.75	2,018.75
			2	1,923.27	264.92	2,188.18
			3	1,923.27	264.92	2,188.18
			4	1,923.27	264.92	2,188.18
145		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
146		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
147		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
148		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
149		50	1	1,312.50	171.88	1,484.38

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
150		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
151		68	1	1,785.00	233.75	2,018.75
			2	1,923.27	264.92	2,188.18
			3	1,923.27	264.92	2,188.18
			4	1,923.27	264.92	2,188.18
152		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
153		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
154		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
155		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
156		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
158		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
159		68	1	1,785.00	233.75	2,018.75
			2	1,923.27	264.92	2,188.18
			3	1,923.27	264.92	2,188.18
			4	1,923.27	264.92	2,188.18
160		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
161		51	1	1,338.75	175.31	1,514.06

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
162		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
163		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
164		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
165		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
166		69	1	1,811.25	237.19	2,048.44
			2	1,951.55	268.81	2,220.36
			3	1,951.55	268.81	2,220.36
			4	1,951.55	268.81	2,220.36
167		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
168		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
169		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
170		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
171		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
172		69	1	1,811.25	237.19	2,048.44

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,951.55	268.81	2,220.36
			3	1,951.55	268.81	2,220.36
			4	1,951.55	268.81	2,220.36
173		42	1	1,102.50	144.38	1,246.88
			2	1,187.90	163.63	1,351.53
			3	1,187.90	163.63	1,351.53
			4	1,187.90	163.62	1,351.52
174		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
175		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
176		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
177		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
178		69	1	1,811.25	237.19	2,048.44
			2	1,951.55	268.81	2,220.36
			3	1,951.55	268.81	2,220.36
			4	1,951.55	268.81	2,220.36
179		42	1	1,102.50	144.38	1,246.88
			2	1,187.90	163.63	1,351.53
			3	1,187.90	163.63	1,351.53
			4	1,187.90	163.62	1,351.52
180		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
181		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
182		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
183		52	1	1,365.00	178.75	1,543.75

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
184		69	1	1,811.25	237.19	2,048.44
			2	1,951.55	268.81	2,220.36
			3	1,951.55	268.81	2,220.36
			4	1,951.55	268.81	2,220.36
185		43	1	1,128.75	147.81	1,276.56
			2	1,216.18	167.52	1,383.70
			3	1,216.18	167.52	1,383.70
			4	1,216.18	167.52	1,383.70
186		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
187		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
188		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
189		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
190		69	1	1,811.25	237.19	2,048.44
			2	1,951.55	268.81	2,220.36
			3	1,951.55	268.81	2,220.36
			4	1,951.55	268.81	2,220.36
191		43	1	1,128.75	147.81	1,276.56
			2	1,216.18	167.52	1,383.70
			3	1,216.18	167.52	1,383.70
			4	1,216.18	167.52	1,383.70
192		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
193		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
194		50	1	1,312.50	171.88	1,484.38

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
195		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
196		69	1	1,811.25	237.19	2,048.44
			2	1,951.55	268.81	2,220.36
			3	1,951.55	268.81	2,220.36
			4	1,951.55	268.81	2,220.36
197		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
198		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
199		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
200		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
201		69	1	1,811.25	237.19	2,048.44
			2	1,951.55	268.81	2,220.36
			3	1,951.55	268.81	2,220.36
			4	1,951.55	268.81	2,220.36
202		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
203		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
204		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
205		52	1	1,365.00	178.75	1,543.75

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
206		70	1	1,837.50	240.63	2,078.13
			2	1,979.83	272.71	2,252.54
			3	1,979.83	272.71	2,252.54
			4	1,979.83	272.71	2,252.54
207		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
208		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
209		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
210		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
211		70	1	1,837.50	240.63	2,078.13
			2	1,979.83	272.71	2,252.54
			3	1,979.83	272.71	2,252.54
			4	1,979.83	272.71	2,252.54
212		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
213		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
214		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
215		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
216		70	1	1,837.50	240.63	2,078.13

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,979.83	272.71	2,252.54
			3	1,979.83	272.71	2,252.54
			4	1,979.83	272.71	2,252.54
217		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
218		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
219		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
220		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
221		70	1	1,837.50	240.63	2,078.13
			2	1,979.83	272.71	2,252.54
			3	1,979.83	272.71	2,252.54
			4	1,979.83	272.71	2,252.54
222		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
223		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
224		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
225		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
226		70	1	1,837.50	240.63	2,078.13
			2	1,979.83	272.71	2,252.54
			3	1,979.83	272.71	2,252.54
			4	1,979.83	272.71	2,252.54
227		53	1	1,391.25	182.19	1,573.44

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
228		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
229		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
231		46	1	1,207.50	158.13	1,365.63
			2	1,301.03	179.21	1,480.24
			3	1,301.03	179.21	1,480.24
			4	1,301.03	179.21	1,480.24
232		47	1	1,233.75	161.56	1,395.31
			2	1,329.32	183.10	1,512.42
			3	1,329.32	183.10	1,512.42
			4	1,329.32	183.10	1,512.42
233		47	1	1,233.75	161.56	1,395.31
			2	1,329.32	183.10	1,512.42
			3	1,329.32	183.10	1,512.42
			4	1,329.32	183.10	1,512.42
234		44	1	1,155.00	151.25	1,306.25
			2	1,244.47	171.42	1,415.88
			3	1,244.47	171.42	1,415.88
			4	1,244.47	171.42	1,415.88
235		41	1	1,076.25	140.94	1,217.19
			2	1,159.62	159.73	1,319.35
			3	1,159.62	159.73	1,319.35
			4	1,159.62	159.73	1,319.35
236		56	1	1,470.00	192.50	1,662.50
			2	1,583.87	218.17	1,802.03
			3	1,583.87	218.17	1,802.03
			4	1,583.87	218.17	1,802.03
237		46	1	1,207.50	158.13	1,365.63
			2	1,301.03	179.21	1,480.24
			3	1,301.03	179.21	1,480.24
			4	1,301.03	179.21	1,480.24
238		47	1	1,233.75	161.56	1,395.31
			2	1,329.32	183.10	1,512.42
			3	1,329.32	183.10	1,512.42
			4	1,329.32	183.10	1,512.42
239		47	1	1,233.75	161.56	1,395.31

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,329.32	183.10	1,512.42
			3	1,329.32	183.10	1,512.42
			4	1,329.32	183.10	1,512.42
240		44	1	1,155.00	151.25	1,306.25
			2	1,244.47	171.42	1,415.88
			3	1,244.47	171.42	1,415.88
			4	1,244.47	171.42	1,415.88
241		42	1	1,102.50	144.38	1,246.88
			2	1,187.90	163.63	1,351.53
			3	1,187.90	163.63	1,351.53
			4	1,187.90	163.62	1,351.52
242		57	1	1,496.25	195.94	1,692.19
			2	1,612.15	222.06	1,834.21
			3	1,612.15	222.06	1,834.21
			4	1,612.15	222.06	1,834.21
243		47	1	1,233.75	161.56	1,395.31
			2	1,329.32	183.10	1,512.42
			3	1,329.32	183.10	1,512.42
			4	1,329.32	183.10	1,512.42
244		47	1	1,233.75	161.56	1,395.31
			2	1,329.32	183.10	1,512.42
			3	1,329.32	183.10	1,512.42
			4	1,329.32	183.10	1,512.42
245		47	1	1,233.75	161.56	1,395.31
			2	1,329.32	183.10	1,512.42
			3	1,329.32	183.10	1,512.42
			4	1,329.32	183.10	1,512.42
246		45	1	1,181.25	154.69	1,335.94
			2	1,272.75	175.31	1,448.06
			3	1,272.75	175.31	1,448.06
			4	1,272.75	175.31	1,448.06
247		42	1	1,102.50	144.38	1,246.88
			2	1,187.90	163.63	1,351.53
			3	1,187.90	163.63	1,351.53
			4	1,187.90	163.62	1,351.52
248		57	1	1,496.25	195.94	1,692.19
			2	1,612.15	222.06	1,834.21
			3	1,612.15	222.06	1,834.21
			4	1,612.15	222.06	1,834.21
249		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
250		37	1	971.25	127.19	1,098.44

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,046.48	144.15	1,190.63
			3	1,046.48	144.15	1,190.63
			4	1,046.48	144.15	1,190.63
251		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
252		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
253		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
254		49	1	1,286.25	168.44	1,454.69
			2	1,385.88	190.90	1,576.78
			3	1,385.88	190.90	1,576.78
			4	1,385.88	190.90	1,576.78
255		39	1	1,023.75	134.06	1,157.81
			2	1,103.05	151.94	1,254.99
			3	1,103.05	151.94	1,254.99
			4	1,103.05	151.94	1,254.99
256		39	1	1,023.75	134.06	1,157.81
			2	1,103.05	151.94	1,254.99
			3	1,103.05	151.94	1,254.99
			4	1,103.05	151.94	1,254.99
257		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
258		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
259		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
260		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
261		40	1	1,050.00	137.50	1,187.50

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
262		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
263		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
264		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
265		41	1	1,076.25	140.94	1,217.19
			2	1,159.62	159.73	1,319.35
			3	1,159.62	159.73	1,319.35
			4	1,159.62	159.73	1,319.35
266		41	1	1,076.25	140.94	1,217.19
			2	1,159.62	159.73	1,319.35
			3	1,159.62	159.73	1,319.35
			4	1,159.62	159.73	1,319.35
267		41	1	1,076.25	140.94	1,217.19
			2	1,159.62	159.73	1,319.35
			3	1,159.62	159.73	1,319.35
			4	1,159.62	159.73	1,319.35
268		41	1	1,076.25	140.94	1,217.19
			2	1,159.62	159.73	1,319.35
			3	1,159.62	159.73	1,319.35
			4	1,159.62	159.73	1,319.35
269		41	1	1,076.25	140.94	1,217.19
			2	1,159.62	159.73	1,319.35
			3	1,159.62	159.73	1,319.35
			4	1,159.62	159.73	1,319.35
270		41	1	1,076.25	140.94	1,217.19
			2	1,159.62	159.73	1,319.35
			3	1,159.62	159.73	1,319.35
			4	1,159.62	159.73	1,319.35
271		41	1	1,076.25	140.94	1,217.19
			2	1,159.62	159.73	1,319.35
			3	1,159.62	159.73	1,319.35
			4	1,159.62	159.73	1,319.35
272		41	1	1,076.25	140.94	1,217.19

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,159.62	159.73	1,319.35
			3	1,159.62	159.73	1,319.35
			4	1,159.62	159.73	1,319.35
273		42	1	1,102.50	144.38	1,246.88
			2	1,187.90	163.63	1,351.53
			3	1,187.90	163.63	1,351.53
			4	1,187.90	163.62	1,351.52
274		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
275		42	1	1,102.50	144.38	1,246.88
			2	1,187.90	163.63	1,351.53
			3	1,187.90	163.63	1,351.53
			4	1,187.90	163.62	1,351.52
276		42	1	1,102.50	144.38	1,246.88
			2	1,187.90	163.63	1,351.53
			3	1,187.90	163.63	1,351.53
			4	1,187.90	163.62	1,351.52
277		44	1	1,155.00	151.25	1,306.25
			2	1,244.47	171.42	1,415.88
			3	1,244.47	171.42	1,415.88
			4	1,244.47	171.42	1,415.88
278		42	1	1,102.50	144.38	1,246.88
			2	1,187.90	163.63	1,351.53
			3	1,187.90	163.63	1,351.53
			4	1,187.90	163.62	1,351.52
279		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
280		80	1	2,100.00	275.00	2,375.00
			2	2,262.67	311.67	2,574.33
			3	2,262.67	311.67	2,574.33
			4	2,262.67	311.67	2,574.33
281		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
282		70	1	1,837.50	240.63	2,078.13
			2	1,979.83	272.71	2,252.54
			3	1,979.83	272.71	2,252.54
			4	1,979.83	272.71	2,252.54
283		53	1	1,391.25	182.19	1,573.44

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
284		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
285		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
286		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
287		70	1	1,837.50	240.63	2,078.13
			2	1,979.83	272.71	2,252.54
			3	1,979.83	272.71	2,252.54
			4	1,979.83	272.71	2,252.54
288		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
289		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
290		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
291		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
292		70	1	1,837.50	240.63	2,078.13
			2	1,979.83	272.71	2,252.54
			3	1,979.83	272.71	2,252.54
			4	1,979.83	272.71	2,252.54
293		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
294		53	1	1,391.25	182.19	1,573.44

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
295		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
296		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
297		71	1	1,863.75	244.06	2,107.81
			2	2,008.12	276.60	2,284.72
			3	2,008.12	276.60	2,284.72
			4	2,008.12	276.60	2,284.72
298		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
299		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
300		51	1	1,338.75	175.31	1,514.06
			2	1,442.45	198.69	1,641.14
			3	1,442.45	198.69	1,641.14
			4	1,442.45	198.69	1,641.14
301		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
302		71	1	1,863.75	244.06	2,107.81
			2	2,008.12	276.60	2,284.72
			3	2,008.12	276.60	2,284.72
			4	2,008.12	276.60	2,284.72
303		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
304		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
305		52	1	1,365.00	178.75	1,543.75

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
306		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
307		71	1	1,863.75	244.06	2,107.81
			2	2,008.12	276.60	2,284.72
			3	2,008.12	276.60	2,284.72
			4	2,008.12	276.60	2,284.72
308		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
309		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
310		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
311		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
312		71	1	1,863.75	244.06	2,107.81
			2	2,008.12	276.60	2,284.72
			3	2,008.12	276.60	2,284.72
			4	2,008.12	276.60	2,284.72
313		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
314		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
315		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
316		54	1	1,417.50	185.63	1,603.13

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
317		71	1	1,863.75	244.06	2,107.81
			2	2,008.12	276.60	2,284.72
			3	2,008.12	276.60	2,284.72
			4	2,008.12	276.60	2,284.72
318		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
319		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
320		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
321		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
322		71	1	1,863.75	244.06	2,107.81
			2	2,008.12	276.60	2,284.72
			3	2,008.12	276.60	2,284.72
			4	2,008.12	276.60	2,284.72
323		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
324		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
325		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
326		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
327		71	1	1,863.75	244.06	2,107.81

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	2,008.12	276.60	2,284.72
			3	2,008.12	276.60	2,284.72
			4	2,008.12	276.60	2,284.72
328		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
329		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
330		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
331		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
332		71	1	1,863.75	244.06	2,107.81
			2	2,008.12	276.60	2,284.72
			3	2,008.12	276.60	2,284.72
			4	2,008.12	276.60	2,284.72
333		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
334		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
335		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
336		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
337		72	1	1,890.00	247.50	2,137.50
			2	2,036.40	280.50	2,316.90
			3	2,036.40	280.50	2,316.90
			4	2,036.40	280.50	2,316.90
338		54	1	1,417.50	185.63	1,603.13

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
339		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
340		52	1	1,365.00	178.75	1,543.75
			2	1,470.73	202.58	1,673.32
			3	1,470.73	202.58	1,673.32
			4	1,470.73	202.58	1,673.32
341		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
342		72	1	1,890.00	247.50	2,137.50
			2	2,036.40	280.50	2,316.90
			3	2,036.40	280.50	2,316.90
			4	2,036.40	280.50	2,316.90
343		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
344		54	1	1,417.50	185.63	1,603.13
			2	1,527.30	210.38	1,737.68
			3	1,527.30	210.38	1,737.68
			4	1,527.30	210.37	1,737.67
345		53	1	1,391.25	182.19	1,573.44
			2	1,499.02	206.48	1,705.50
			3	1,499.02	206.48	1,705.50
			4	1,499.02	206.48	1,705.50
346		103	1	2,703.75	354.06	3,057.81
			2	2,913.18	401.27	3,314.45
			3	2,913.18	401.27	3,314.45
			4	2,913.18	401.27	3,314.45
348		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
349		50	1	1,312.50	171.88	1,484.38
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
350		50	1	1,312.50	171.88	1,484.38

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,414.17	194.79	1,608.96
			3	1,414.17	194.79	1,608.96
			4	1,414.17	194.79	1,608.96
351		67	1	1,758.75	230.31	1,989.06
			2	1,894.98	261.02	2,156.00
			3	1,894.98	261.02	2,156.00
			4	1,894.98	261.02	2,156.00
352		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
353		42	1	1,102.50	144.38	1,246.88
			2	1,187.90	163.63	1,351.53
			3	1,187.90	163.63	1,351.53
			4	1,187.90	163.62	1,351.52
354		83	1	2,178.75	285.31	2,464.06
			2	2,347.52	323.35	2,670.87
			3	2,347.52	323.35	2,670.87
			4	2,347.52	323.35	2,670.87
355		42	1	1,102.50	144.38	1,246.88
			2	1,187.90	163.63	1,351.53
			3	1,187.90	163.63	1,351.53
			4	1,187.90	163.62	1,351.52
356		40	1	1,050.00	137.50	1,187.50
			2	1,131.33	155.83	1,287.17
			3	1,131.33	155.83	1,287.17
			4	1,131.33	155.83	1,287.17
357		42	1	1,102.50	144.38	1,246.88
			2	1,187.90	163.63	1,351.53
			3	1,187.90	163.63	1,351.53
			4	1,187.90	163.62	1,351.52
358		43	1	1,128.75	147.81	1,276.56
			2	1,216.18	167.52	1,383.70
			3	1,216.18	167.52	1,383.70
			4	1,216.18	167.52	1,383.70
359		43	1	1,128.75	147.81	1,276.56
			2	1,216.18	167.52	1,383.70
			3	1,216.18	167.52	1,383.70
			4	1,216.18	167.52	1,383.70
360		71	1	1,863.75	244.06	2,107.81
			2	2,008.12	276.60	2,284.72
			3	2,008.12	276.60	2,284.72
			4	2,008.12	276.60	2,284.72
361		70	1	1,837.50	240.63	2,078.13

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	1,979.83	272.71	2,252.54
			3	1,979.83	272.71	2,252.54
			4	1,979.83	272.71	2,252.54
362		70	1	1,837.50	240.63	2,078.13
			2	1,979.83	272.71	2,252.54
			3	1,979.83	272.71	2,252.54
			4	1,979.83	272.71	2,252.54
363		71	1	1,863.75	244.06	2,107.81
			2	2,008.12	276.60	2,284.72
			3	2,008.12	276.60	2,284.72
			4	2,008.12	276.60	2,284.72
364		71	1	1,863.75	244.06	2,107.81
			2	2,008.12	276.60	2,284.72
			3	2,008.12	276.60	2,284.72
			4	2,008.12	276.60	2,284.72
365		71	1	1,863.75	244.06	2,107.81
			2	2,008.12	276.60	2,284.72
			3	2,008.12	276.60	2,284.72
			4	2,008.12	276.60	2,284.72
366		80	1	2,100.00	275.00	2,375.00
			2	2,262.67	311.67	2,574.33
			3	2,262.67	311.67	2,574.33
			4	2,262.67	311.67	2,574.33
367		80	1	2,100.00	275.00	2,375.00
			2	2,262.67	311.67	2,574.33
			3	2,262.67	311.67	2,574.33
			4	2,262.67	311.67	2,574.33
368		81	1	2,126.25	278.44	2,404.69
			2	2,290.95	315.56	2,606.51
			3	2,290.95	315.56	2,606.51
			4	2,290.95	315.56	2,606.51
369		81	1	2,126.25	278.44	2,404.69
			2	2,290.95	315.56	2,606.51
			3	2,290.95	315.56	2,606.51
			4	2,290.95	315.56	2,606.51
370		81	1	2,126.25	278.44	2,404.69
			2	2,290.95	315.56	2,606.51
			3	2,290.95	315.56	2,606.51
			4	2,290.95	315.56	2,606.51
371		81	1	2,126.25	278.44	2,404.69
			2	2,290.95	315.56	2,606.51
			3	2,290.95	315.56	2,606.51
			4	2,290.95	315.56	2,606.51
372		82	1	2,152.50	281.88	2,434.38

Lot No.		Lot Liability	Period	Administrative Fund	Capital Works Fund	Total
			2	2,319.23	319.46	2,638.69
			3	2,319.23	319.46	2,638.69
			4	2,319.23	319.46	2,638.69
373		82	1	2,152.50	281.88	2,434.38
			2	2,319.23	319.46	2,638.69
			3	2,319.23	319.46	2,638.69
			4	2,319.23	319.46	2,638.69
374		82	1	2,152.50	281.88	2,434.38
			2	2,319.23	319.46	2,638.69
			3	2,319.23	319.46	2,638.69
			4	2,319.23	319.46	2,638.69
375		83	1	2,178.75	285.31	2,464.06
			2	2,347.52	323.35	2,670.87
			3	2,347.52	323.35	2,670.87
			4	2,347.52	323.35	2,670.87
376		83	1	2,178.75	285.31	2,464.06
			2	2,347.52	323.35	2,670.87
			3	2,347.52	323.35	2,670.87
			4	2,347.52	323.35	2,670.87
377		83	1	2,178.75	285.31	2,464.06
			2	2,347.52	323.35	2,670.87
			3	2,347.52	323.35	2,670.87
			4	2,347.52	323.35	2,670.87
378		84	1	2,205.00	288.75	2,493.75
			2	2,375.80	327.25	2,703.05
			3	2,375.80	327.25	2,703.05
			4	2,375.80	327.25	2,703.05
379		84	1	2,205.00	288.75	2,493.75
			2	2,375.80	327.25	2,703.05
			3	2,375.80	327.25	2,703.05
			4	2,375.80	327.25	2,703.05
380		115	1	3,018.75	395.31	3,414.06
			2	3,252.58	448.02	3,700.60
			3	3,252.58	448.02	3,700.60
			4	3,252.58	448.02	3,700.60
		20000		2,222,000.00	302,500.00	2,524,499.99

E-MAIL NOTIFICATION AUTHORITY

SECTION 1 – RETURN TO

To the Managing Agent for The Owners – Strata Plan 94469
C/- New South Wales Strata Management Pty Ltd
PO Box 2102, North Parramatta NSW 1750

enquiry@nswstrata.com.au

SECTION 2 – ABOUT THIS FORM

Those owners that are not currently receiving agendas and minutes of meetings and other notices via email are requested to complete the Email Notification Authority attached to this notice of meeting and return such to the strata managing agent to help reduce future mailing and photocopying costs of your strata scheme. Once submitted, the strata managing agent will update its records so that future notices and minutes of meetings and other notices can be forwarded to you via email.

Should you have any questions regarding the above matter, please do not hesitate to contact your strata managing agent.

SECTION 3 – EMAIL NOTIFICATION AUTHORITY

In accordance with Section 263 of the *Strata Schemes Management Act 2015* on Electronic Transmission of Notices.

Note: For owners in a large strata scheme only (i.e., with more than 100 lots excluding utility lots), this authority constitutes an on-going request to receive the minutes of general and strata committee meetings via email until further notice.

Lot Number	
Owner Name/s	

<u>Authority for correspondence, meeting notices and minutes</u>	
Email Address	
I / we authorise the Owners Corporation of Strata Plan 94469 to forward <u>correspondence, meeting notices and minutes</u> and other notices electronically to the email address listed above.	
Signature of Owner/s	
Date	

<u>Authority for Levy Notices</u>	
Email Address	
I / we authorise the Owners Corporation of Strata Plan 94469 to forward <u>Levy Notices</u> electronically to the email address listed above.	
Signature of Owner/s	
Date	

PROXY APPOINTMENT

Strata Schemes Management Act 2015

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

Date

I/We [name(s)]

the owners of lot [address]

In Strata Plan No. 94469

Appoint [name of first appointee]

Of [first appointee's address]

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

I/We appoint [second appointee's name]

Of [second appointee's address]

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

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

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

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

[Tick and complete whichever applies below]:

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

OR

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

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

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

Signature of owner/s

<div>X</div>	
Name [print]:	<input type="text"/>

<div>X</div>	
Name [print]:	<input type="text"/>

Manager: Sachin Sharma

New South Wales Strata Management Pty Ltd | ABN 44003986847 | a: PO Box 2102, North Parramatta NSW 1750

e: enquiry@nswstrata.com.au | w: nswstrata.com.au | p: (02)98901841

Liability limited by a scheme approved under Professional Standards Legislation.

PROXY APPOINTMENT

Strata Schemes Management Act 2015

NOTES ON APPOINTMENT OF PROXIES

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

NOTES ON RIGHTS OF PROXIES TO VOTE

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

Manager: Sachin Sharma

New South Wales Strata Management Pty Ltd | ABN 44003986847 | **a:** PO Box 2102, North Parramatta NSW 1750

e: enquiry@nswstrata.com.au | **w:** nswstrata.com.au | **p:** (02)98901841

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COMPANY NOMINEE FORM

SECTION 1 – RETURN TO

To the Managing Agent for The Owners – Strata Plan 94469
C/- New South Wales Strata Management Pty Ltd
PO Box 2102, North Parramatta NSW 1750
enquiry@nswstrata.com.au

SECTION 2 – ABOUT THIS FORM

This notice should be completed by a company that owns a strata lot and wants to appoint a nominee to act on its behalf and be able to vote for it at general meetings of the Owners Corporation.

Complete notices must be returned to the Owners Corporation care of your Managing Agent as per **Section 1 above**. The name and address of the company nominee will be recorded in the Strata Roll and the nominee will then be able to vote at general meetings of the Owners Corporation.

SECTION 3 – NOTICE OF THE APPOINTMENT OF A COMPANY NOMINEE

This notice is given under Section 22 and 154 of the *Strata Schemes Management Act 2015*.

Lot Number	
Name of Company	
ACN	
Company's address for the service of notices	
Company Details	Contact
	Phone:
	Email:

Name of Nominee	
Nominee's address for the service of notices	
Nominee Contact Details	Mobile:
	Email:

SECTION 4 – EXECUTION

Affix the Company Seal here and complete the attestation clause:

The Common Seal of	<i>Company Name</i>	Company Seal
Is affixed on	<i>Date of Appointment</i>	
with the authority of the directors in accordance with its articles of association in the presence of:		
Signature of Authorised Person		
Office Held		
Name of Authorised Person		

NOMINATION FOR STRATA COMMITTEE FORM

SECTION 1 – RETURN TO

To the Managing Agent for The Owners – Strata Plan 94469
C/- New South Wales Strata Management Pty Ltd
PO Box 2102, North Parramatta NSW 1750

enquiry@nswstrata.com.au

SECTION 2 – ABOUT THIS FORM

Please return this form to Owners Corporation care of your Managing Agent as per **Section 1 above** if you wish nominate a person for election to the Strata Committee. Details who is eligible to nominate is included in your notice of meeting.

SECTION 3 – NOMINATION

Note: If you are nominating another person, the person you are nominating (nominee) must consent to the nomination in writing (Refer to **Section 4** below)

Name of Lot Owner making nomination	
Lot Number	

Name of person being nominated (Nominee):	
Date	
Signature of Lot Owner	

SECTION 4 – CONSENT TO NOMINATION

Please only complete this section if you are not the Owner of the Lot indicated above.

Name of Nominee to the Strata Committee:	
Nominee email	
Nominee postal address	
I consent to the above nomination for the Strata Committee:	
Signature of Nominee	
Date	

save the trees



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PICA
PROPERTY & FINANCIAL SERVICES

06 June 2023

NOTICE OF STRATA COMMITTEE MEETING

The Owners - Strata Plan No 94469
ALTITUDE
330 CHURCH STREET, PARRAMATTA, NSW, 2150



The meeting is scheduled to commence Immediately after AGM.

Please arrive on time.



The meeting will be held at Video Conference: <https://meet.nswstrata.com.au/4578615>.



Video Conference: Not selected for this meeting



Phone Dial In: Not selected for this meeting
Enter Meeting ID: 457 861 5#

AGENDA

Preliminaries

COVID-19:

That all in-person attendees (if any) confirm they:

- Do not have any symptoms (even minor) such as fever, cough, sore throat or shortness of breath.
- Do not have a temperature;
- Have not been in contact with anyone that is confirmed to have COVID-19; or
- Have not visited a hot spot in the last 14 days or reside in a COVID-19 declared area.

CHAIRPERSON FOR THE MEETING:

That the meeting elect a chairperson.

CALLING OF THE ROLL:

Those Present; Present by Proxy; Voting rights; Those in Attendance; Apologies.

Motions

1. DISCLOSURE OF PECUNIARY INTERESTS

Motions

- 1.1. That the meeting note any declaration by a member of the committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

Any member that wishes to declare a direct or indirect pecuniary interest should vote “Yes” to the motion and must notify the strata manager prior to the meeting of the interest so it can be noted in the minutes.

Members with no direct or indirect pecuniary interest to declare should vote “Yes” to the motion to confirm members with pecuniary interests will abstain from voting on such motions.

Explanatory Note

Clause 18 of Schedule 2 to the Act requires that any member of the Strata Committee should make a disclosure of any direct or indirect pecuniary interest in relation to a matter listed on this agenda. Where such a disclosure is made, the committee will need to resolve whether it is going to permit the member to be present during the deliberation on the matter or take part in any decision in respect to that matter. The member who has made such a disclosure must not be present while the Strata Committee resolves how the declaration shall be accommodated or, if the Strata Committee determines, may be present but may not take part in the determination of how the declaration shall be accommodated. A further explanation of relevant disclosures is provided in the “Additional Notes” at the end of this meeting notice. Where there are no disclosures made by any member of the committee, the minutes will simply note that “no disclosures were declared”.

2. MINUTES

Motions

- 2.1. That the minutes of the last Strata Committee meeting, held on **26/04/2023**, be confirmed as a true record and account of the proceedings at that meeting.

Explanatory Note

Clause 8 of Schedule 1 to the Act requires that any general meeting of a strata scheme include a form of motion to confirm the minutes of the last general meeting. Whilst a Strata Committee meeting is not a “General Meeting” under the Act, your strata company is of the view that it is prudent and helpful to adhere to the transparency normally applied to other forms of Strata Scheme meetings.

3. OFFICE BEARERS

Motions

- 3.1. That the chairperson, secretary and treasurer of the Strata Committee be appointed.

Explanatory Note

Section 41 of the Act requires that Officers of the Strata Committee are to be elected at their first meeting after the Annual General Meeting being held.

4. REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE

Motions

- 4.1. That a member of the Committee be nominated to liaise with the managing agent and be the scheme’s contact point.
- 4.2. That a member of the Committee be nominated to liaise with the managing agent as the scheme’s substitute contact point.

Explanatory Note

The management agreement requires that the manager receive instructions from a nominated person of the Committee to provide the necessary authority to act on your behalf. Generally, the nominated persons are the Secretary or the Chairperson – one of the two being a substitute contact point.

INSTRUCTIONS

Meeting Procedures and Voting Rights for a Committee Meeting

Definitions

In this Notice, the following terms are defined to mean as follows:

'Act' – means the *Strata Schemes Management Act 2015*.

'Regulations' – means the *Strata Schemes Management Regulation 2016*.

Attendance

An owner or the nominee of a corporate owner can attend Strata Committee meetings but cannot address the meeting unless the Strata Committee agrees.

Quorum

Clause 12, Schedule 2 to the Act specifies that a quorum for a strata committee meeting is not less than one-half of the persons entitled to vote on a motion are present. If the strata committee has only one person, the quorum is achieved if that person is present.

In considering whether a quorum is present, regard must also be given to the provisions of clause 9 (4) of Schedule 2 to the Act wherein it states that a member of the strata committee is not entitled to vote (and therefore cannot be counted towards the achievement of a quorum) "if the member was, or was nominated as a member by a member who was, an unfinancial owner of a lot in the strata scheme at the date notice of the meeting was given and the amounts owed by the unfinancial owners were not paid before the meeting".

Your Manager

The name of your Manager is Sachin Sharma, who is located at our New South Wales Strata Management Pty Ltd branch. Please contact your manager if you have any questions about this notice.

Liability limited by a scheme approved under Professional Standards Legislation.

Disclosure of pecuniary interests

The Act has requirements for disclosure where a member of the Strata Committee has a direct or an indirect pecuniary interest in a matter being considered at the meeting or they have an interest that appears to raise a conflict with their role as a strata committee member. The nature of this disclosure and the subsequent action of recording such a disclosure is provided in Clauses 18 (1) to 18 (7) of Schedule 2 to the Act wherein the following is prescribed:

1. If— (a) a member of an strata committee has a direct or indirect pecuniary interest in a matter being considered or about to be considered at a meeting, and (b) the interest appears to raise a conflict with the proper performance of the member's duties in relation to the consideration of the matter, the member must, as soon as possible after the relevant facts have come to the member's knowledge, disclose the nature of the interest at a meeting of the strata committee. Maximum penalty—10 penalty units
2. A disclosure by a member at a meeting of the strata committee that the member:
 - a. is a member, or is in the employment, of a specified corporation or other body, or
 - b. is a partner, or is in the employment, of a specified person, or
 - c. has some other specified interest relating to a specified corporation or other body or to a specified person,is a sufficient disclosure of the nature of the interest in any matter relating to that company or other body or to that person which may arise after the date of the disclosure and which is required to be disclosed.
3. Particulars of any disclosure made under this clause must be recorded by the strata committee in a book kept for the purpose and that book must be open at all reasonable hours to inspection by any person on payment of the fee determined by the committee.
4. After a member has disclosed the nature of an interest in any matter, the member must not, unless the strata committee otherwise determines—
 - a. be present during any deliberation of the committee with respect to the matter, or
 - b. take part in any decision of the committee with respect to the matter.
5. For the purposes of the making of a determination by the strata committee under subclause (4), a member who has a direct or indirect pecuniary interest in a matter to which the disclosure relates must not—
 - a. be present during any deliberation of the committee for the purpose of making the determination, or
 - b. take part in the making by the committee of the determination.
6. A contravention of this clause does not invalidate any decision of the strata committee.
7. Without limiting subclause (1), a person has an indirect pecuniary interest in a matter if a person connected with the person has a direct interest in the matter.

Copies of Minutes

Pursuant to Clause 17 (3) of Schedule 2 to the Act, copies of minutes in a strata scheme that is not a large strata scheme, are to be given to each member of the committee and given to all owners within 7 days of the conclusion of the meeting.

However please note that in large strata schemes (i.e. those schemes greater than 100 lots excluding any utility or car space lots), the Act now requires that the minutes of all strata committee meetings are to be sent/ given to owners that are not committee members only if an owner requests the owners corporation to do so within 7 days of each meeting. Note we will continue to email the minutes of strata committee meetings to those owners who have chosen to receive correspondence via email without requiring a request to do so. Please request and complete an email authority form to secure this service if you have not already done so.



CAPITAL WORKS FUND PLAN

ALTITUDE

330 Church Street

Parramatta NSW 2150

Strata Plan 94469



Report details	
Inspection date:	11/12/2017
Inspector:	Marco Camps

NEW SOUTH WALES

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

QUEENSLAND

18 Park Rd Milton 4064
PO Box 1584 Milton 4064

VICTORIA

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



12 December 2017

The Strata Committee
Strata Plan 94469
330 Church Street
Parramatta NSW 2150

Dear Committee Members,

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

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

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

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total capital works fund levy divided by unit entitlements)	\$21.05
Total Unit Entitlements	17722
Total Capital Works Fund Levy	\$372,988.00

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

Report Index	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph	3
Report Detail	Section 2
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	9
Inspector's Building Report & Building Specific Report Notes	16
Report Notes	17

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Yours sincerely,



The Team at Solutions in Engineering

Building Details & Report Inputs

Supplied information

Building Name	Altitude
Building Address	330 Church Street Parramatta NSW 2150
Strata Plan (SP) No	94469
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	2017
Number of Unit Entitlements	17722
Number of Units	346
Estimated Starting Capital Works Fund Balance	\$99,411
Starting date of Financial Year for Report	1/03/2018
GST Status	Registered for GST
Current Capital Works Fund Levy per Lot Entitlement (Inc. GST)	\$6.45

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	2.20%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on capital works fund balances over \$10,000.	1.54%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	3.10%
Forecast Period - Number of years the plan looks out.	15 years

15 Year Levy Table

Year	Year To	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	28/02/2019	372,988.00	33,908.00	21.05	1.91	5.26	0.48
2	29/02/2020	384,550.63	34,959.15	21.70	1.97	5.43	0.49
3	28/02/2021	396,471.70	36,042.88	22.37	2.03	5.59	0.51
4	28/02/2022	408,762.32	37,160.21	23.07	2.10	5.77	0.52
5	28/02/2023	421,433.96	38,312.18	23.78	2.16	5.95	0.54
6	29/02/2024	434,498.42	39,499.86	24.52	2.23	6.13	0.56
7	28/02/2025	447,967.87	40,724.35	25.28	2.30	6.32	0.57
8	28/02/2026	461,854.88	41,986.81	26.06	2.37	6.52	0.59
9	28/02/2027	476,172.38	43,288.40	26.87	2.44	6.72	0.61
10	29/02/2028	490,933.72	44,630.34	27.70	2.52	6.93	0.63
11	28/02/2029	506,152.66	46,013.88	28.56	2.60	7.14	0.65
12	28/02/2030	521,843.39	47,440.31	29.45	2.68	7.36	0.67
13	28/02/2031	538,020.54	48,910.96	30.36	2.76	7.59	0.69
14	29/02/2032	554,699.18	50,427.20	31.30	2.85	7.83	0.71
15	28/02/2033	571,894.85	51,990.44	32.27	2.93	8.07	0.73

15 Year Cash Flow Tracking Sheet

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

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

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	28/02/2019	99,411.00	339,080.00	3,865.65	35,869.09	406,487.56
2	29/02/2020	406,487.56	349,591.48	8,349.41	78,227.27	686,201.18
3	28/02/2021	686,201.18	360,428.82	12,662.89	88,300.00	970,992.89
4	28/02/2022	970,992.89	371,602.11	16,987.62	107,403.64	1,252,178.98
5	28/02/2023	1,252,178.98	383,121.78	21,038.72	155,178.18	1,501,161.30
6	29/02/2024	1,501,161.30	394,998.56	25,008.82	149,421.82	1,771,746.86
7	28/02/2025	1,771,746.86	407,243.52	29,638.13	101,629.09	2,106,999.42
8	28/02/2026	2,106,999.42	419,868.07	29,147.99	848,413.64	1,707,601.84
9	28/02/2027	1,707,601.84	432,883.98	28,657.30	126,360.91	2,042,782.21
10	29/02/2028	2,042,782.21	446,303.38	20,930.89	1,813,570.00	696,446.48
11	28/02/2029	696,446.48	460,138.78	13,384.16	114,829.09	1,055,140.33
12	28/02/2030	1,055,140.33	474,403.08	16,034.19	502,321.82	1,043,255.78
13	28/02/2031	1,043,255.78	489,109.58	18,892.44	122,057.27	1,429,200.53
14	29/02/2032	1,429,200.53	504,271.98	24,588.19	169,401.82	1,788,658.88
15	28/02/2033	1,788,658.88	519,904.41	25,943.82	727,895.45	1,606,611.66

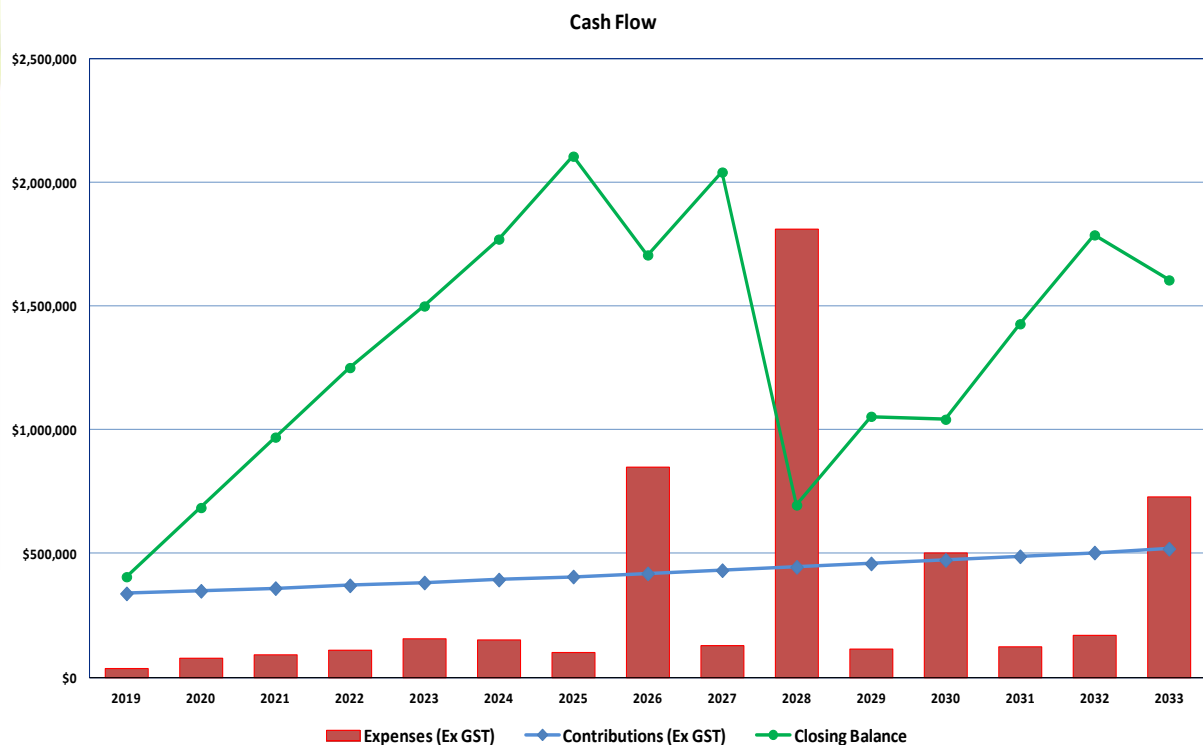
15 Year Cash Flow Graph

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

Contributions line - Total capital works fund contributions per year.

Expenses line – Total anticipated expenses in each year.

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



Anticipated Expenditures Table Year 1 - 15

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

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

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

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

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

Expenditure Item	Current Cost	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)	Year 11 (2029)	Year 12 (2030)	Year 13 (2031)	Year 14 (2032)	Year 15 (2033)
1. Building exterior																
Repair sandstone tiles, concrete panels and expansion joints	56,700	-	-	-	-	-	-	-	-	-	74,630	-	-	-	-	-
Repaint building exterior	1,127,129	-	-	-	-	-	-	-	-	-	1,483,548	-	-	-	-	-
Maintain balustrades (total: 2455 Lm)	10,740	-	-	-	-	12,135	-	-	-	-	14,136	-	-	-	-	16,467
Maintain balcony floor tiles (total: 4152 m2)	2,686	-	-	2,855	-	-	3,129	-	-	3,429	-	-	3,758	-	-	4,118
Waterproof balcony floors (total: 4152 m2)	56,400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	86,477
General building maintenance	22,111	22,111	22,796	23,503	24,232	24,983	25,757	26,556	27,379	28,228	29,103	30,005	30,935	31,894	32,883	33,902
Sub Total (Incl. GST)		22,111	22,796	26,358	24,232	37,118	28,886	26,556	27,379	31,657	1,601,417	30,005	34,693	31,894	32,883	140,964
2. Roof																
Maintain membrane (total: 442m2)	9,857	-	-	-	-	-	-	-	-	-	12,974	-	-	-	-	-
Replace membrane	262,040	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	12,974	0	0	0	0	0
3. Access for work at heights																
Maintain anchor points / fall arrest system	10,278	-	10,597	-	11,264	-	11,973	-	12,727	-	13,528	-	14,380	-	15,285	-
Sub Total (Incl. GST)		0	10,597	0	11,264	0	11,973	0	12,727	0	13,528	0	14,380	0	15,285	0
4. Foyer																
Repaint ceilings	2,928	-	-	-	-	-	-	-	3,626	-	-	-	-	-	-	-
Repaint walls / wall panels	1,024	-	-	-	-	-	-	-	1,268	-	-	-	-	-	-	-
Maintain wall tiles (total: 288 m2)	537	-	-	571	-	-	626	-	-	686	-	-	751	-	-	823
Maintain floor tiles (total: 122 m2)	537	-	-	571	-	-	626	-	-	686	-	-	751	-	-	823
Replace furniture	2,089	-	2,154	-	2,289	-	2,434	-	2,587	-	2,750	-	2,923	-	3,107	-
Sub Total (Incl. GST)		0	2,154	1,142	2,289	0	3,686	0	7,481	1,372	2,750	0	4,425	0	3,107	1,646

Expenditure Item	Current Cost	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)	Year 11 (2029)	Year 12 (2030)	Year 13 (2031)	Year 14 (2032)	Year 15 (2033)
5. Lobbies and hallways																
Repaint ceilings	74,844	-	-	-	-	-	-	-	92,676	-	-	-	-	-	-	-
Repaint walls and skirting boards	166,712	-	-	-	-	-	-	-	206,432	-	-	-	-	-	-	-
Repaint door face – one side including architraves	154,052	-	-	-	-	-	-	-	190,756	-	-	-	-	-	-	-
Replace art work	304	-	313	-	333	-	354	-	376	-	400	-	425	-	452	-
Maintain wall tiles (total: 2093 m2)	1,432	-	-	1,522	-	-	1,668	-	-	1,828	-	-	2,003	-	-	2,196
Maintain floor tiles (total: 725 m2)	1,790	-	-	1,903	-	-	2,085	-	-	2,285	-	-	2,504	-	-	2,745
Replace carpet	210,493	-	-	-	-	-	-	-	-	-	-	-	294,498	-	-	-
Sub Total (Incl. GST)		0	313	3,425	333	0	4,107	0	490,240	4,113	400	0	299,430	0	452	4,941
6. Fire stairwells																
Repaint ceilings	24,024	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repaint walls	60,753	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repaint door face – one side including architraves	13,807	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repaint floors and safety highlights	57,330	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7. Chute rooms																
Repaint ceilings	4,422	-	-	-	-	-	-	-	5,476	-	-	-	-	-	-	-
Repaint walls	4,221	-	-	-	-	-	-	-	5,227	-	-	-	-	-	-	-
Repaint door face – one side including architraves	13,080	-	-	-	-	-	-	-	16,196	-	-	-	-	-	-	-
Maintain wall tiles (total: 302 m2)	895	-	-	951	-	-	1,043	-	-	1,143	-	-	1,252	-	-	1,372
Maintain floor tiles (total: 201 m2)	895	-	-	951	-	-	1,043	-	-	1,143	-	-	1,252	-	-	1,372
Sub Total (Incl. GST)		0	0	1,902	0	0	2,086	0	26,899	2,286	0	0	2,504	0	0	2,744
8. Change rooms / Facilities lobbies																
Repaint ceilings	1,144	-	-	-	-	-	-	-	1,417	-	-	-	-	-	-	-
Repaint walls and skirting boards	3,302	-	-	-	-	-	-	-	4,089	-	-	-	-	-	-	-
Repaint door face – one side including architraves	727	-	-	-	-	-	-	-	900	-	-	-	-	-	-	-
Replace carpet	1,101	-	-	-	-	-	-	-	-	-	-	-	1,540	-	-	-
Maintain floor and wall tiles (total: 71 m2)	537	-	-	571	-	-	626	-	-	686	-	-	751	-	-	823
Maintain or replace fixtures	989	-	1,020	-	1,084	-	1,152	-	1,225	-	1,302	-	1,384	-	1,471	-
Sub Total (Incl. GST)		0	1,020	571	1,084	0	1,778	0	7,631	686	1,302	0	3,675	0	1,471	823
9. Bathrooms																
Waterproof bathrooms	16,200	-	-	-	-	18,304	18,872	19,457	20,060	20,682	21,323	21,984	22,665	23,368	24,092	24,839
Sub Total (Incl. GST)		0	0	0	0	18,304	18,872	19,457	20,060	20,682	21,323	21,984	22,665	23,368	24,092	24,839

Expenditure Item	Current Cost	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)	Year 11 (2029)	Year 12 (2030)	Year 13 (2031)	Year 14 (2032)	Year 15 (2033)
10. Gymnasium																
Repaint ceilings	1,738	-	-	-	-	-	-	-	2,152	-	-	-	-	-	-	-
Repaint walls and skirting boards	2,470	-	-	-	-	-	-	-	3,058	-	-	-	-	-	-	-
Repaint door face – one side including architraves	121	-	-	-	-	-	-	-	150	-	-	-	-	-	-	-
Maintain floor tiles (total: 8 m2)	179	-	-	190	-	-	209	-	-	229	-	-	250	-	-	274
Replace television	1,089	-	-	-	-	-	-	-	-	-	1,433	-	-	-	-	-
Replace air conditioner unit	4,688	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,188
Repair or replace gymnasium equipment (total: 9 pieces of equipment)	3,610	-	-	3,837	-	-	4,205	-	-	4,609	-	-	5,051	-	-	5,535
Replace rubber mats / floor	15,085	-	-	-	-	-	-	-	-	-	-	-	21,105	-	-	-
Sub Total (Incl. GST)		0	0	4,027	0	0	4,414	0	5,360	4,838	1,433	0	26,406	0	0	12,997
11. Sauna																
Replace sauna heater	3,676	-	-	-	-	-	-	-	-	-	4,838	-	-	-	-	-
Refurbish sauna structure	36,930	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	4,838	0	0	0	0	0
12. Basement car park																
Repaint line marking	24,549	-	-	-	-	-	-	-	-	-	32,312	-	-	-	-	-
Maintain or replace store room panels / gates	1,154	-	1,190	-	1,265	-	1,344	-	1,429	-	1,519	-	1,615	-	1,716	-
Replace bollards (total: 164)	819	-	844	-	898	-	954	-	1,014	-	1,078	-	1,146	-	1,218	-
Replace curved stainless safety mirror (total: 24)	810	-	-	861	-	-	944	-	-	1,034	-	-	1,133	-	-	1,242
Repaint ceilings	139,744	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repaint walls and columns	111,153	-	-	-	-	-	-	-	137,636	-	-	-	-	-	-	-
Repaint door face – one side including architraves	1,453	-	-	-	-	-	-	-	1,799	-	-	-	-	-	-	-
Replace electric door motor / mechanisms	5,677	-	-	-	-	6,414	-	-	-	-	7,472	-	-	-	-	8,704
Sub Total (Incl. GST)		0	2,034	861	2,163	6,414	3,242	0	141,878	1,034	42,381	0	3,894	0	2,934	9,946

Expenditure Item	Current Cost	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)	Year 11 (2029)	Year 12 (2030)	Year 13 (2031)	Year 14 (2032)	Year 15 (2033)
13. Swimming pool and spa																
Repaint ceilings	6,474	-	-	-	-	-	-	-	8,016	-	-	-	-	-	-	-
Repaint mural wall	5,516	-	-	-	-	-	-	-	6,830	-	-	-	-	-	-	-
Repaint door face – one side including architraves	121	-	-	-	-	-	-	-	150	-	-	-	-	-	-	-
Maintain floor tiles (total: 132 m2)	537	-	-	571	-	-	626	-	-	686	-	-	751	-	-	823
Maintain wall tiles (total: 32 m2)	179	-	-	190	-	-	209	-	-	229	-	-	250	-	-	274
Repair or replace pool and spa surface	62,735	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace pumps	18,742	-	-	-	-	-	-	-	23,207	-	-	-	-	-	-	-
Replace water chlorination unit	6,159	-	-	-	-	-	-	-	7,626	-	-	-	-	-	-	-
Replace sand filter	5,021	-	-	-	-	-	-	-	-	-	-	-	7,025	-	-	-
Replace cartridge filter	2,469	-	-	-	-	-	-	-	-	-	-	-	3,454	-	-	-
Replace cartridges inline filter	875	-	-	-	-	-	-	-	-	-	-	-	1,224	-	-	-
Replace pool heater	26,026	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39,905
Replace spa pump	1,435	-	-	-	-	-	-	-	1,777	-	-	-	-	-	-	-
Replace spa heater	5,198	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,970
Sub Total (Incl. GST)		0	0	761	0	0	835	0	47,606	915	0	0	12,704	0	0	48,972
14. Fixtures and fittings																
Replace community television aerial / MATV equipment	1,355	-	1,397	-	1,485	-	1,578	-	1,678	-	1,783	-	1,896	-	2,015	-
Replace letterboxes	66,409	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain or replace windows, shutters, doors and hardware	22,538	-	-	23,957	24,700	25,465	26,255	27,069	27,908	28,773	29,665	30,585	31,533	32,510	33,518	34,557
Maintain security access system to units and car park	37,282	-	-	-	-	42,124	-	-	-	-	49,071	-	-	-	-	57,164
Sub Total (Incl. GST)		0	1,397	23,957	26,185	67,589	27,833	27,069	29,586	28,773	80,519	30,585	33,429	32,510	35,533	91,721
15. Plant - Water																
Plumbing and drainage maintenance - residential only	23,759	-	24,496	-	26,038	-	27,677	-	29,420	-	31,272	-	33,241	-	35,334	-
Replace hot water system – instantaneous gas	116,530	-	-	-	-	-	-	-	-	-	-	-	-	-	-	178,673
Replace hot water storage tank	26,348	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40,399
Replace hot water circulation pumps	10,663	-	-	-	-	-	-	-	-	-	14,035	-	-	-	-	-
Sub Total (Incl. GST)		0	24,496	0	26,038	0	27,677	0	29,420	0	45,307	0	33,241	0	35,334	219,072
16. Plant - Electrical																
Maintain or replace common light fittings	14,422	14,422	14,869	15,330	15,805	16,295	16,800	17,321	17,858	18,412	18,983	19,571	20,178	20,803	21,448	22,113
Sub Total (Incl. GST)		14,422	14,869	15,330	15,805	16,295	16,800	17,321	17,858	18,412	18,983	19,571	20,178	20,803	21,448	22,113

Expenditure Item	Current Cost	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)	Year 11 (2029)	Year 12 (2030)	Year 13 (2031)	Year 14 (2032)	Year 15 (2033)
17. Plant - Air																
Maintain or replace mechanical ventilation fans	10,914	-	-	11,601	-	12,332	-	13,108	-	13,933	-	14,811	-	15,743	-	16,734
Sub Total (Incl. GST)		0	0	11,601	0	12,332	0	13,108	0	13,933	0	14,811	0	15,743	0	16,734
18. Lifts																
Refurbish lift interior	84,695	-	-	-	-	-	-	-	-	-	-	-	-	-	-	129,861
Refurbish lift interior - penthouse access	9,132	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,002
Replace lifts	2,633,298	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace lift - penthouse access	73,821	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace disabled lift - pool access	42,468	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	143,863
Grand Total (Incl. GST)		36,533	79,676	89,935	109,393	158,052	152,189	103,511	864,125	128,701	1,847,155	116,956	511,624	124,318	172,539	741,375
Contingency Allowance (Incl. GST)		2,923	6,374	7,195	8,751	12,644	12,175	8,281	69,130	10,296	147,772	9,356	40,930	9,945	13,803	59,310
Grand Total Expenses (Incl. Contingency Allowance and GST)		39,456	86,050	97,130	118,144	170,696	164,364	111,792	933,255	138,997	1,994,927	126,312	552,554	134,263	186,342	800,685

Building Data List from the Property Inspection for Altitude

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

'Items' – identifies and describes the maintenance item

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

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

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

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

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

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

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








Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
1. Building exterior							
Repair sandstone tiles, concrete panels and expansion joints	1	Item	56,700.00	56,700.00	10	10	Repair as required or on paint cycles
Repaint building exterior	14,395	m2	78.30	1,127,129.00	10	10	Ongoing painting program - height allowance included
Maintain balustrades (total: 2455 Lm)	15	Lm	716.00	10,740.00	5	5	Repair or replace as required
Maintain balcony floor tiles (total: 4152 m2)	15	m2	179.04	2,686.00	3	3	Replace as required
Waterproof balcony floors (total: 4152 m2)	75	m2	752.00	56,400.00	15	5	Waterproof as required
General building maintenance	1	Item	22,111.00	22,111.00	1	1	Building maintenance works, wall and concrete repairs, upgrades and waterproofing
2. Roof							
Maintain membrane (total: 442m2)	20	m2	492.85	9,857.00	10	10	Repair as required
Replace membrane	442	m2	592.85	262,040.00	20	20	Replace as required
3. Access for work at heights							
Maintain anchor points / fall arrest system	1	Item	10,277.50	10,278.00	2	2	
4. Foyer							
Repaint ceilings	122	m2	24.00	2,928.00	8	8	Ongoing painting program
Repaint walls / wall panels	32	m2	32.00	1,024.00	8	8	Ongoing painting program
Maintain wall tiles (total: 288 m2)	3	m2	179.04	537.00	3	3	Replace as required
Maintain floor tiles (total: 122 m2)	3	m2	179.04	537.00	3	3	Replace as required
Replace furniture	1	Item	2,088.63	2,089.00	2	2	Replace individual pieces as required
5. Lobbies and hallways							
Repaint ceilings	3,402	m2	22.00	74,844.00	8	8	Ongoing painting program
Repaint walls and skirting boards	6,412	m2	26.00	166,712.00	8	8	Ongoing painting program
Repaint door face – one side including architraves	1,272	Ea	121.11	154,052.00	8	8	Ongoing painting program
Replace art work	1	Item	303.52	304.00	2	2	Replace individual paintings as required
Maintain wall tiles (total: 2093 m2)	8	m2	179.04	1,432.00	3	3	Replace as required
Maintain floor tiles (total: 725 m2)	10	m2	179.04	1,790.00	3	3	Replace as required
Replace carpet	2,677	m2	78.63	210,493.00	12	12	Replace as required








Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
6. Fire stairwells							
Repaint ceilings	1,092	m2	22.00	24,024.00	16	16	Ongoing painting program - repaint every second paint cycle
Repaint walls	2,893	m2	21.00	60,753.00	16	16	Ongoing painting program - repaint every second paint cycle
Repaint door face – one side including architraves	114	Ea	121.11	13,807.00	16	16	Ongoing painting program - repaint every second paint cycle
Repaint floors and safety highlights	1,092	m2	52.50	57,330.00	16	16	Ongoing painting program - repaint every second paint cycle
7. Chute rooms							
Repaint ceilings	201	m2	22.00	4,422.00	8	8	Ongoing painting program
Repaint walls	201	m2	21.00	4,221.00	8	8	Ongoing painting program
Repaint door face – one side including architraves	108	Ea	121.11	13,080.00	8	8	Ongoing painting program
Maintain wall tiles (total: 302 m2)	5	m2	179.04	895.00	3	3	Replace as required
Maintain floor tiles (total: 201 m2)	5	m2	179.04	895.00	3	3	Replace as required
8. Change rooms / Facilities lobbies							
Repaint ceilings	52	m2	22.00	1,144.00	8	8	Ongoing painting program
Repaint walls and skirting boards	127	m2	26.00	3,302.00	8	8	Ongoing painting program
Repaint door face – one side including architraves	6	Ea	121.11	727.00	8	8	Ongoing painting program
Replace carpet	14	m2	78.63	1,101.00	12	12	Replace as required
Maintain floor and wall tiles (total: 71 m2)	3	m2	179.04	537.00	3	3	Replace as required
Maintain or replace fixtures	1	Item	988.63	989.00	2	2	Replace as required
9. Bathrooms							
Waterproof bathrooms	4	Ea	4,050.00	16,200.00	5	1	Repairs only
10. Gymnasium							
Repaint ceilings	79	m2	22.00	1,738.00	8	8	Ongoing painting program
Repaint walls and skirting boards	95	m2	26.00	2,470.00	8	8	Ongoing painting program
Repaint door face – one side including architraves	1	Ea	121.11	121.00	8	8	Ongoing painting program
Maintain floor tiles (total: 8 m2)	1	m2	179.04	179.00	3	3	Replace as required
Replace television	1	Ea	1,088.63	1,089.00	10	10	Replace as required
Replace air conditioner unit	1	Ea	4,687.65	4,688.00	15	15	Replace as required
Repair or replace gymnasium equipment (total: 9 pieces of equipment)	1	Item	3,610.29	3,610.00	3	3	Replace machines as required on rotation
Replace rubber mats / floor	71	m2	212.46	15,085.00	12	12	Replace as required
11. Sauna							
Replace sauna heater	1	Ea	3,676.29	3,676.00	10	10	Replace as required
Refurbish sauna structure	1	Ea	36,930.49	36,930.00	20	20	Refurbish as required








Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
12. Basement car park							
Repaint line marking	1,903	Lm	12.90	24,549.00	10	10	Repaint as required
Maintain or replace store room panels / gates	1	Item	1,153.78	1,154.00	2	2	Repair or replace as required
Replace bollards (total: 164)	2	Ea	409.27	819.00	2	2	Replace as required
Replace curved stainless safety mirror (total: 24)	2	Ea	405.06	810.00	3	3	Replace as required
Repaint ceilings	6,352	m2	22.00	139,744.00	16	16	Ongoing painting program - repaint every second paint cycle
Repaint walls and columns	5,293	m2	21.00	111,153.00	8	8	Ongoing painting program
Repaint door face – one side including architraves	12	Ea	121.11	1,453.00	8	8	Ongoing painting program
Replace electric door motor / mechanisms	1	Item	5,676.74	5,677.00	5	5	Replace as required
13. Swimming pool and spa							
Repaint ceilings	249	m2	26.00	6,474.00	8	8	Ongoing cleaning program
Repaint mural wall	75	Lm	73.55	5,516.00	8	8	Ongoing cleaning program
Repaint door face – one side including architraves	1	Ea	121.11	121.00	8	8	Ongoing cleaning program
Maintain floor tiles (total: 132 m2)	3	m2	179.04	537.00	3	3	Replace as required
Maintain wall tiles (total: 32 m2)	1	m2	179.04	179.00	3	3	Replace as required
Repair or replace pool and spa surface	202	m2	310.57	62,735.00	20	20	Repair or replace as required
Replace pumps	4	Ea	4,685.54	18,742.00	8	8	Replace as required
Replace water chlorination unit	2	Ea	3,079.74	6,159.00	8	8	Replace as required
Replace sand filter	2	Ea	2,510.74	5,021.00	12	12	Replace as required
Replace cartridge filter	2	Ea	1,234.72	2,469.00	12	12	Replace as required
Replace cartridges inline filter	2	Ea	437.41	875.00	12	12	Replace as required
Replace pool heater	1	Ea	26,025.52	26,026.00	15	15	Replace as required
Replace spa pump	1	Ea	1,435.06	1,435.00		8	Replace as required
Replace spa heater	1	Ea	5,198.31	5,198.00	15	15	Replace as required
14. Fixtures and fittings							
Replace community television aerial / MATV equipment	1	Item	1,355.23	1,355.00	2	2	Replace as required
Replace letterboxes	347	Ea	191.38	66,409.00	25	25	Replace as required
Maintain or replace windows, shutters, doors and hardware	1	Item	22,537.72	22,538.00	3	1	Replace seals, mechanism repairs or full replacement
Maintain security access system to units and car park	346	Units	107.75	37,282.00	5	5	Repair or replace as required
15. Plant - Water							
Plumbing and drainage maintenance - residential only	1	Item	23,758.73	23,759.00	2	2	
Replace hot water system – instantaneous gas	35	Ea	3,329.42	116,530.00	15	15	Replace as required
Replace hot water storage tank	7	Ea	3,763.96	26,348.00	15	15	Replace as required
Replace hot water circulation pumps	18	Ea	592.41	10,663.00	10	10	Replace as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
16. Plant - Electrical							
Maintain or replace common light fittings	1	Item	14,422.00	14,422.00	1	1	Ongoing maintenance program
17. Plant - Air							
Maintain or replace mechanical ventilation fans	1	Item	10,913.81	10,914.00	3	2	Pool, lobbies, plant rooms
18. Lifts							
Refurbish lift interior	5	Ea	16,939.07	84,695.00	15	30	Refurbish as required
Refurbish lift interior - penthouse access	1	Ea	9,131.66	9,132.00	15	30	Refurbish as required
Replace lifts	5	Ea	526,659.52	2,633,298.00	30	30	Replace as required
Replace lift - penthouse access	1	Ea	73,821.25	73,821.00	30	30	Replace as required
Replace disabled lift - pool access	1	Ea	42,468.06	42,468.00	30	30	Replace as required

BUILDING PHOTOS

Item Group	Photo		
Building exterior			
Roof			
Access for work at heights			
Foyer			

Lobbies and hallways			
Fire stairwells			
Chute rooms			
Change rooms / Facilities lobbies			
Sauna			

Basement car park			
Swimming pool and spa			
Fixtures and fittings			
Plant - Water			
Lifts			

Inspector's Report for Altitude

1. We have recommended that the balance of the Capital Works be allowed to increase over the length of this report, leading to a significant balance in the later years. It is necessary to allow a larger balance over time to offset the effects of inflation on building material and labour costs and to ensure that adequate funds are available to provide for major works, which frequently become necessary as the building ages but which cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that building construction and maintenance costs will increase by fifty percent every fifteen years. This recommendation will be reviewed each time this report is updated, in light of price levels and the state of the building at the time of each update.
2. The painting cost estimates are as accurate as possible. However, due to privacy considerations, access restrictions to some areas and the varied nature of the property, it is recommended that the Owners Corporation obtain quotes for painting work well in advance of when the work is to be carried out to allow for any shortfall or excess in funds.
3. The powder coated metalwork throughout the property may be subject to a manufacturer's warranty and, as such, the manufacturer's cleaning and maintenance recommendations should be followed to maximise the lifespan of the product.
4. An allowance for general building maintenance, repairs and waterproofing was added.
5. Monies were budgeted for the maintenance and replacement of window and door parts on the complex.
6. The membrane on the roof needs regular maintenance and replacement over time which has been included in this report.
7. Money was allocated to the maintenance of the car park entry door and the replacement of electric door motor over time.
8. An allowance for plumbing and drainage maintenance was included for the complex.
9. Lift maintenance has been included in this report.

Report Notes

Capital Works Fund Plan (NSW)

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

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

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

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

74 Capital works fund

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

THIS REPORT DEALS WITH THE CAPITAL WORKS FUND PLAN.

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

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

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

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

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

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

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

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

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

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

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

Safety - The inspection does not cover safety issues.

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

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

Window Safety Device – It is mandatory to install a safety device/ lock that restricts the opening of an openable window to less than 12.5cm. The device must be able to withstand a specific outward pushing force. All windows in every apartment building above a certain height must comply. (Section 118 Strata Schemes Management Act 2015; section 30 Strata Schemes Management Regulation 2016). An allowance has been made for the installation of these devices. Contact our office should you require a quotation to install these devices.

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

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

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