DATED 2026

ROBERT IVAN ROSS

to

CONTRACT OF SALE OF LAND

Property: Apartment 209, 151 Burwood Road, Hawthorn VIC

Fast Settle

C/- Fast Settle
PO_BOX 8249
TARNEIT VIC 3029
Tel: 0423 382 568
Fax:
Ref: MS:2878S

Contract of Sale of Land

Property:

Apartment 209, 151 Burwood Road, Hawthorn VIC 3122

Fast Settle
TARNEIT VIC 3029
Tel: 0423 382 568
C/- Fast Settle, PO_BOX 8249, Tarneit VIC 3029

Ref: MS:2878S

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962* (Vic))

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962* (Vic))

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.
The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* (Vic).

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Name of individual Signature of individual

State nature of authority, if applicable: ....

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Name of individual Signature of individual

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Robert Ivan Ross

Name of individual

Signature of individual

State nature of authority, if applicable: ....

The **DAY OF SALE** is the date by which both parties have signed this contract.4

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Particulars of Sale

Vendor's estate agent Name:

Address: XYNERGY- Lisa Suryawan

Phone 0450540168

Email lisa.s@xynergy.com.au

Email: Mob: Ref:

Tel:

Vendor Name: Robert Ivan Ross

Address: Apartment 209, 151 Burwood Road, Hawthorn VIC 3122

ABN/ACN:

Email: ivan_ross@yahoo.com

Vendor's legal practitioner or conveyancer

Name: Fast Settle

Address: Tarneit VIC 3029
C/- Fast Settle, PO_BOX 8249, Tarneit VIC 3029

Email: info@fastsettle.com.au

Tel: 0423 382 568 Mob: Ref: 2878S

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10843	Folio	622	209	PS 512432Q

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: Apartment 209, 151 Burwood Road, Hawthorn VIC 3122

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*)

.....

Payment

Price $ .....

Deposit $ ..... by (of which has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(**only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document*)

☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 (Vic) if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

General Conditions

Special Condition

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

1. ACKNOWLEDGMENT BY THE PURCHASER

The Purchaser acknowledges that:

1.1 prior to the signing hereof or the signing of any document relating to this sale, the Purchaser received from the Vendor's Estate Agent:
  (a) a Statement containing the particulars required by Section 51 of the Estate Agents Act1980; and
  (b) a Statement pursuant to Section 32 of the Sale of Land Act 1962 ("Vendor'sStatement").

1.2 the Purchaser has received a copy of the Contract of Sale in compliance with Section 53 of the Estate Agents Act 1980;

1.3 the Purchaser has entered into this Contract on the basis of the Purchaser's own inspections and the enquiries the Purchaser has made;

1.4 in entering into this Contract the Purchaser has relied on Purchaser's own judgement;

1.5 the Purchaser has not relied on any representations by the Vendor, the Vendor's Agent or any other person or persons or corporation in and about entering into this Contract other than as set out herein; any promise, condition, representation or warranty that may have been made by the Vendor or by any person on behalf of the Vendor and which is not set out in this contract is negatived and withdrawn;

1.6 if the Purchaser consists of more than one person, each of them are jointly and severally bound by this Contract. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa;

1.7 Section 42(3) of Property Law Act 1958 (Vic) is not applicable in this Contract of Sale; and

1.8 the conditions and stipulations herein constitute the only and entire agreement between the Purchaser and the Vendor.

2. AMENDMENTS TO GENERAL CONDITIONS OF THE CONTRACT OF SALE

The parties acknowledge and agree that:

2.1 General Condition 4 is deleted and replaced by the following: "The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract. The nomination arrangements shall be completed to the reasonable satisfaction of the Vendor and the Vendor's Conveyancer at the cost of both the Purchaser and the nominee, which cost is fixed at $220 and is to be paid to the Vendor's Conveyancer at the same time as delivering to the Vendor's Conveyancer the nomination documents or any other time as agreed by the Vendor's Conveyancer".

2.2 To amend General Condition 12 by inserting the following words at the end of this condition: "Nevertheless, a failure to provide same by settlement shall not be constitute as a breach of this Contract."

2.3 General Conditions 12, 31.4, 31.5 and 31.6 are deleted *in toto*.

2.4 General Condition 33 is amended by deleting the reference to "2%" and inserting "5%".

2.5 General Condition 35.4(a) is amended to read as follows "an amount equal to 10% of the price is forfeited to the Vendor as the Vendor's absolute property, whether the Deposit has been paidor not; and".

3. IDENTITY OF PROPERTY

The Purchaser admits that the Property as offered for sale and inspected by the Purchaser is identical with that described in the title particulars set out in the particulars of sale. The Purchaser must not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to meet any cost of doing so.

4. CONDITION OF PROPERTY AND BUILDING REGULATIONS

4.1 The property and any chattels (if applicable) are sold in their present condition and subject to any defects.

4.2 The property may subject to any unregistered easement and/or priority notice which the Vendor is unaware of. The Purchaser fully accepts the responsibility for registration of any easement and shall not make any demand for any claim, loss, liability, damage, cost, charge, expense, outgoing or payment incurred or to be incurred in relation to registration and/or complying with any unregistered easement.

4.3 The Purchaser acknowledges that the Vendor makes no representation or warranty as to the procuring of a building permit, building approvals, occupancy permit, building warranty insurance or any other permits in relation to the property, and further acknowledges that no failure of any improvements of the property to comply with the Victoria Building Regulations, Council or Shire by-laws, statues and regulations thereunder shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation in relation thereof. No failure of compliance with any order or notice constitutes a defect in the vendor's title or affects the validity of this contract.

4.4 The Vendor sells the property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.

5. SWIMMING POOL OR SPA

In the event the Property includes a swimming pool/spa, the Purchaser hereby acknowledge by signing of this Contract that the swimming pool/spa located on the Property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that notwithstanding anything to the contrary contained herein, that the Purchaser cannot terminate this Contract for any reason directly or indirectly related to or associated with

the lack of swimming pool fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement nor seek any compensation from the Vendor for any non-compliance.

6. PURCHASER FAILING TO COMPLETE

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the due date under the Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser should be required to pay, in addition to the interest chargeable on the balance of purchase moneys, in accordance with the terms of the Contract:

6.1 the costs of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance; and/or

6.2 interest payable by the Vendor under any existing mortgage over the Property calculated from the due date for settlement; and/or

6.3 accommodation and additional storage and removal expenses necessarily incurred by the Vendor; and/or

6.4 legal costs and expenses incurred by the Vendor; and/or

6.5 any commission fees payable by the Vendor on a Solicitor/Conveyancer and client costs basis; and/or

6.6 a fee for rescheduling settlement on the day of settlement for a sum at least $330 for each settlement rescheduling; and/or

6.7 penalties payable or discounts lost by the Vendor through any delay in completion of the Vendor's purchase of another property (without limiting the generality of the foregoing to include any payment of costs, interest and/ or other penalties).

7. STAMP DUTY: PURCHASER BUYING UNEQUAL INTERESTS

7.1 If there is more than one purchaser, the Purchasers must ensure that the Contract correctly records at the Day of Sale the proportions in which they are buying the Property ("the proportions").

7.2 If the proportions recorded in the Transfer of Land differ from those recorded in the Contract it is the Purchasers' responsibility to pay any additional duty that may be assessed as a result of the variation.

7.3 The Purchasers shall fully indemnify the Vendor, the Vendor's agent and the Vendor's Solicitor/Conveyancer against any claim or demand that may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the Contract.

7.4 This Special Condition does not merge on completion.

8. FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975 (CTH)

8.1 This special condition applies where the Purchaser is a “Foreign Person” within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (Cth).

8.2 The Purchaser warrants to the Vendor, and it is an essential condition of this Contract of Sale, that any prior approval, consent or notification required under the Foreign Acquisitions and Takeovers Act 1975 (Cth) to enter into this Contract of Sale has been obtained. If the above warranty is untrue in any way whatsoever, the Purchaser will be deemed to be in default under this Contract of Sale.

8.3 Without prejudice to any other rights of the Vendor, the Purchaser agrees to indemnify the Vendor fully from and against all losses (including any consequential loss), actions, costs and expenses whatsoever suffered or incurred by the Vendor as a result of the above warranty being untrue in any way whatsoever. Insofar as such indemnity should take the form of a deed, the Purchaser intends for this contract to take effect as a deed and undertakes, if necessary, to execute such other deed as is prepared by the Vendor or Vendor’s Solicitor/Conveyancer in order for this provision to take full effect.

8.4 For clarity, the provisions of this special condition are not intended to merge at completion.

9. RESTRICTION AS TO USE

The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by-law made by any authority empowered by any legislation to control the use of land. No such restriction constitutes a defect in the vendor’s title or affects the validity of this contract. The purchaser must not make any requisition or objection and is not entitled to any compensation from the vendor in respect of any such restriction.

10. NO MERGER

To the extent that this contract includes obligation which continue to arise after the settlement date, this contract remains in full force and effect irrespective of settlement. The provisions of this Contract do not merge with any conveyance, transfer or assignment or the registration of any of these.

11. STATEMENT OF AJDUSTMENTS

11.1 The Purchaser shall deliver the Statement of Adjustments together with copies of all certificates used to calculate the adjustments at least five (5) business days before settlement for the Vendor’s approval. If such adjustments is not delivered at least five (5) business days before settlement, the Purchaser will pay for the Vendor’s Solicitor/Conveyancer additional legal fees of $220 at settlement for urgent review. This is an essential term of the Contract of Sale.

12. CONTRACT VARIATION OR REQUESTS FOR EXTENSION OF TIME

The purchaser acknowledges that after this Contract has been signed by both parties, if the purchaser requests any variation to the contract or extension of time (which for the avoidance of doubt but is not limited to changing settlement date, extension of finance/loan approval, extension of time for the Purchaser to fulfil any condition set out in the contract), the vendor may incur further conveyancing fees and expenses as a result of the Purchasers requests. In this event the

Purchaser irrevocably agrees to indemnity the vendor for additional conveyancing fees and expenses of $330 for each separate request for the variation or extension of time, such sum shall be allowed by the purchaser as an adjustment at settlement.

13. RESCHEDULE OF SETTLEMENT

If Settlement is rescheduled due to Purchaser, the Purchaser shall pay the Vendors Representative an amount of $275 for each and every rescheduled settlement, even if it is rescheduled to settle on the same day. Such additional amounts must be paid at the rescheduled settlement.

14. DEPOSIT

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

15. LEASE

15.1 In the event that there is any rent in arrears and/or loss incurred by the Vendor due to tenant's breach of lease prior to settlement and the Vendor intends to take legal action to recover such rent and/or seek compensation from the tenant regarding its breach of lease after settlement, the Purchaser shall co-operate and allow the Vendor to do same in the name of the Purchaser.

15.2 Despite Special Condition 15.1 above, the Purchaser shall allow the Vendor a proportion of rent from the day it becomes due and payable up to and inclusive of the settlement date in the event that any rent remains outstanding and/or unpaid by the tenant as at settlement date.

15.3 The Purchaser acknowledges and agrees that the Vendor may at its absolute direction deduct part or whole amount of bond/security deposit paid by the Tenant before or at settlement to cover any rent arrears and/or loss incurred by the Vendor due to tenant's breach of lease.

15.4 The Purchaser acknowledge and accept that the Vendor might give the tenant a rent reduction due to the covid-19 outbreak before the settlement date, and the Purchaser will not object, rescind the Contract or claim compensation due to such rent reduction.

15.5 The Purchaser further acknowledges that even though the Property is sold subject to a lease, the Purchaser acknowledges that the tenant may give the Vendor the required notice to vacate the Property before the settlement date. The Purchaser will not object, rescind this Contract or claim compensation if the Tenancy Agreement is terminated prior to settlement.

15.6 This special condition does not merge at settlement.

16. FINANCE CONDITION

16.1 For the avoidance of doubt, the parties agree that if the Property was sold at or within 3 days of a publicly advertised Auction, then the Contract is not conditional on finance and General Condition 20 shall not apply.

16.2 For the avoidance of doubt, in the event that the Contract is signed subject to loan approval and the Purchaser intends to end the Contract by using 'subject to loan approval' clause, the Purchaser must provide the Vendor a copy of the Formal Finance Decline letter from the Registered Lending Institution, not the broker that is engaged to secure the finance.

17. AUCTION RULES

Where the Property is offered for sale by public Auction,

17.1 Sale is subject to the Vendor's reserve price.

17.2 The rules for the conduct of the public auction shall be as set out in Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which may modify or replace those Rules together with the additional requirements as set out in this special condition.

17.3 the bidder to whom the Property is knocked down shall immediately upon fall of the hammer sign this Contract and pay the deposit to the Agent.

17.4 If after thirty (30) minutes the deposit remains unpaid and the Contract is not signed then the Vendor may immediately or at any time thereafter resubmit the Property for sale and treat with any other person or persons and the bidder shall have no right of action against the Vendor or the Auctioneer or Agent and shall not be entitled to call for a Contract of Sale of the Property or have any interest legal or equitable in the Property but shall be liable to pay to the Vendor on demand any deficiency in price on resale together with all costs of such resale.

18. HOLIDAY CLOSURE AND FINAL DATE OF SETTLEMENT

18.1 Notwithstanding any other provisions of the Contract of Sale, if settlement has not taken place on or before 20 December in any calendar year that settlement is set then both parties agree that settlement of this Contract will be set on 12 January of the following calendar year.

18.2 Neither party may issue a Default Notice on the other party between 20 December and 12 January of the following calendar year arising from or in connection with the failure to complete this contract of sale between the dates set out in Special Condition 18.1.

18.3 Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 18.

19. GUARANTEE AND INDEMNITY

General Condition 3 is replaced with the following: "Where the Purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the Purchaser must simultaneously with the execution hereof obtain the execution of the Guarantee and Indemnity in the form annexed hereto by two of the directors of the purchaser company or one director and the company secretary of the purchaser company". The Purchaser shall be obliged to procure the execution of the Guarantee and deliver the same to the Agent or Solicitor/Conveyancer for the Vendor within 7 days of receipt by the Purchaser or its Solicitor/Conveyancer of the Guarantee. Should the Purchaser fail to procure the execution of the Guarantee as aforesaid in the time stipulated then such failure shall be deemed to be a breach of this contract and shall entitle the Vendor to exercise all its remedies given to it under this contract or at law.

Sale of Land (Public Auctions) Regulations 2014
Schedule 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneers may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserved price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Sale of Land (Public Auctions) Regulations 2014
Schedule 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

The Vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneers. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if –

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say “vendor bid” in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids –

- any person bidding for a vendor other than –
  - the auctioneer (who can make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the *Sale of Land Act 19*62 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition “electronic signature“ means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser’s obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser’s obligations under this contract.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6 VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd**.**

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in

which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the

recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser

is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and

correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

A party who breaches this contract must pay to the other party on demand:

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act* 1983 is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE AND INDEMNITY

To the vendor ("the Vendor")

In consideration of the vendor having at the request of the person whose name address and description are set forth in the Schedule hereto ("the Guarantor") agreed to sell the land described in the Contract of Sale to the within-named purchaser ("the Purchaser") the Guarantor hereby guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto ("the monies secured") and also the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the Contract of Sale and on the part of the Purchaser to be performed and observed and the Guarantor hereby expressly acknowledges and declares that it has examined the Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions

That in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the Contract the Guarantor will immediately pay such monies to the Vendor.

That in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.

The Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out perform the obligations herein contain.

That no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

VENDOR

PURCHASER

OF

GUARANTOR

OF

In Witness whereof the said Guarantors have set their hands and seals this day of 20

SIGNED SEALED AND DELIVERED)

BY THE SAID GUARANTOR)

IN VICTORIA IN THE PRESENCE OF)

)

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	APARTMENT 209, 151 BURWOOD ROAD, HAWTHORN VIC 3122

Vendor's name	Robert Ivan Ross	Date / /
Vendor's signature _____		

Purchaser's name	Date / /
Purchaser's signature _____	
Purchaser's name	Date / /
Purchaser's signature _____	

1. FINANCIAL MATTERS

1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them)

(a) ☒ Their total does not exceed: $7,000.00

1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

$0.00	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.4 **Sale Subject to Mortgage**

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

1.5 **Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 **Damage and Destruction**

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 **Owner Builder**

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or

unregistered):

☒ Is in the attached copies of title document/s

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 **Road Access**

There is NO access to the property by road if the square box is marked with an 'X' ☐

3.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4 **Planning Scheme**

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable

4.2 **Agricultural Chemicals**

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL

4.3 **Compulsory Acquisition**

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

NIL

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not Applicable

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

6.1 ☒ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 **Unregistered Subdivision**

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act* 2010 (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the Due diligence checklist page on the Consumer Affairs Victoria website (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 10843 FOLIO 622 Security no : 124132020873E
Produced 10/02/2026 10:21 AM

LAND DESCRIPTION

Lot 209 on Plan of Subdivision 512432Q.
PARENT TITLE Volume 10231 Folio 569
Created by instrument PS512432Q 26/11/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ROBERT IVAN ROSS of 16 ERASMUS STREET SURREY HILLS VIC 3127
AD354891L 10/01/2005

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL152118J 16/06/2014
POLLARO INVESTMENTS PTY LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AC858202N 14/05/2004

DIAGRAM LOCATION

SEE PS512432Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

----------END OF REGISTER SEARCH STATEMENT----------

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 209 151 BURWOOD ROAD HAWTHORN VIC 3122

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS512432Q
OWNERS CORPORATION 2 PLAN NO. PS512432Q

DOCUMENT END

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Number of Pages (excluding this cover sheet)	**11**
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PLAN OF SUBDIVISION

Stage No. /

LR use only EDITION 2

PS512432Q

Location of Land

Parish: BOROONDARA

Township: —

Section: —

Crown Allotment: —

Crown Portion: 42 (PART)

Title References:
Vol.10231 Fol.569

Last Plan Reference: PS343733Q (LOT2)

Postal Address: 151 - 155 BURWOOD ROAD, HAWTHORN 3122

AMG Co-ordinates: E: 326 330
(Of approx. centre of plan) N: 5 811 990 Zone: 55

Council Certification and Endorsement

Council Name: BOROONDARA CITY COUNCIL

Ref: SUBCER 04/00127

1. This plan is certified under section 6 of the Subdivision Act 1988.

~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.~~
~~Date of original certification under section 6 / /~~

~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

Open Space

(i) A requirement for public open space under section 18 Subdivision Act 1988 has / ~~has not~~ been made.

(ii) The requirement has been satisfied.

~~(iii) The requirement is to be satisfied in Stage~~ .....

Council Delegate
~~Council seal~~
Date 11 / 11 / 04

Re-certified under section 11(7) of the Subdivision Act 1988.

Council Delegate
Council seal
Date / /

Vesting of Roads or Reserves

Identifier	Council/Body/Person
Nil.	Nil.

Notations

Depth Limitation: Does not apply

Staging This is not a staged subdivision.
Planning Permit No.

Boundaries shown by thick continuous lines are defined by buildings.

Location of boundaries defined by buildings :

Interior Face: All Boundaries

COMMON PROPERTY No. 1 IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY NO. 2.

ALL STRUCTURAL WALLS & COLUMNS, INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE WALLS, COLUMNS, DUCTS AND SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

Survey:- This plan is based on survey.

To be completed where applicable.
This survey has been connected to permanent marks no(s).
In proclaimed Survey Area no.

Easement Information

Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement
A - Appurtenant Easement R - Encumbering Easement (Road)

Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

LR use only
Statement of Compliance /Exemption Statement
Received ✓
Date 15 / 11 / 04

LR use only
PLAN REGISTERED
TIME 5:20 PM
DATE 26 / 11 / 2004
B. Greenland
Assistant Registrar of Titles

SHEET 1 OF 11 SHEETS

FRANCIS O'HALLORAN & CO.
Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 8422 Fax (03) 9415 1370

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts

SIGNATURE ---------- DATE / / 11 /2004

REF 7695 VERSION D

DATE 11 / 11 / 04
COUNCIL DELEGATE SIGNATURE

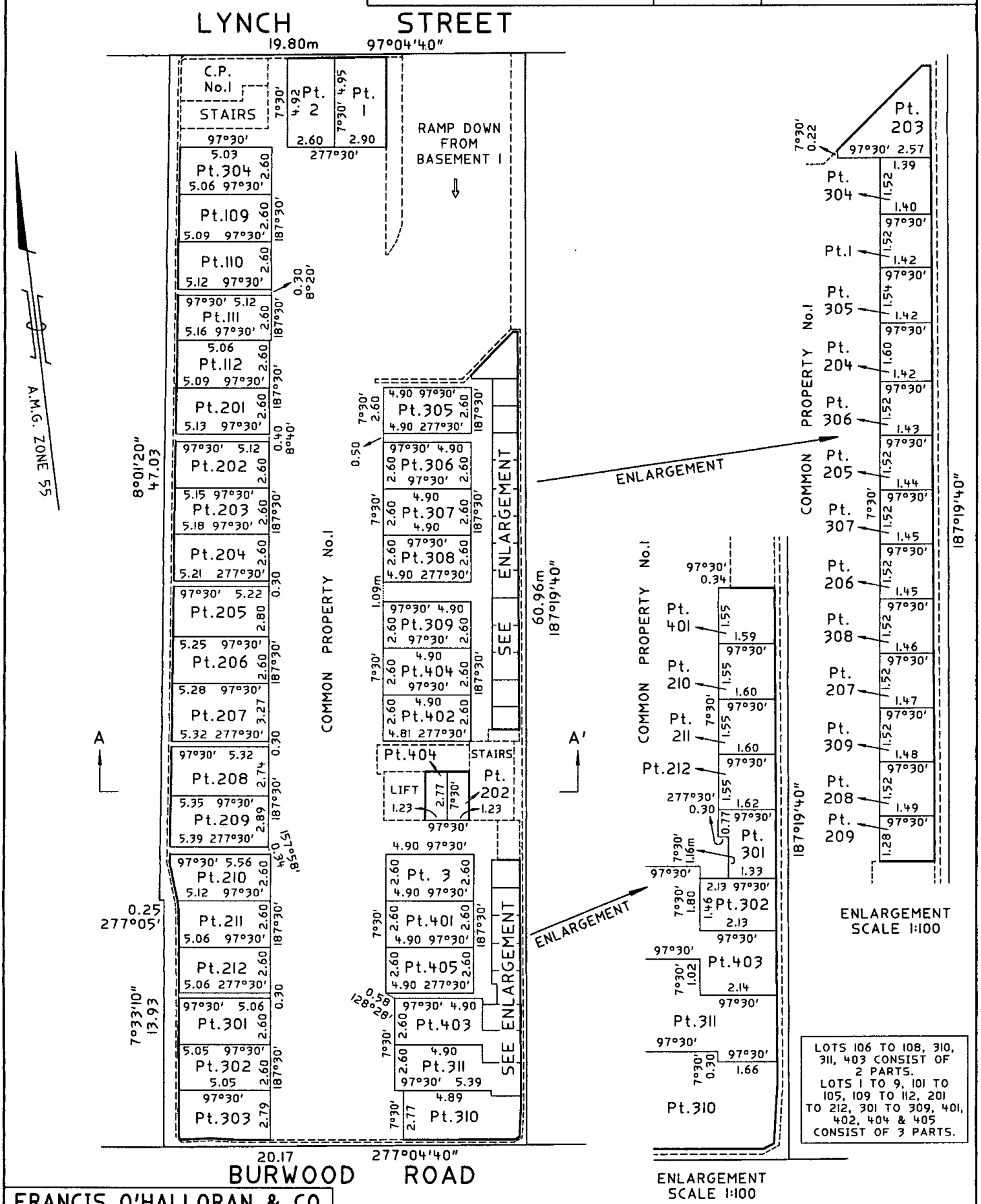
Original sheet size A3

Delivered by LANDATA®, timestamp 10/02/2026 10:27 Page 2 of 11

PLAN OF SUBDIVISION

Stage No. /

Plan Number PS512432Q



LOTS 106 TO 108, 310, 311, 403 CONSIST OF 2 PARTS.
LOTS 1 TO 9, 101 TO 105, 109 TO 112, 201 TO 212, 301 TO 309, 401, 402, 404 & 405 CONSIST OF 3 PARTS.

FRANCIS O'HALLORAN & CO.
Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 8422 Fax (03) 9415 1370

DIAGRAM 1
BASEMENT LEVEL 2

SHEET 2 OF 11 SHEETS

ORIGINAL SHEET SIZE A3 | SCALE 1:200 | SCALE 2 0 4 8 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE _____ DATE 11/11/2004
REF 7695 VERSION D

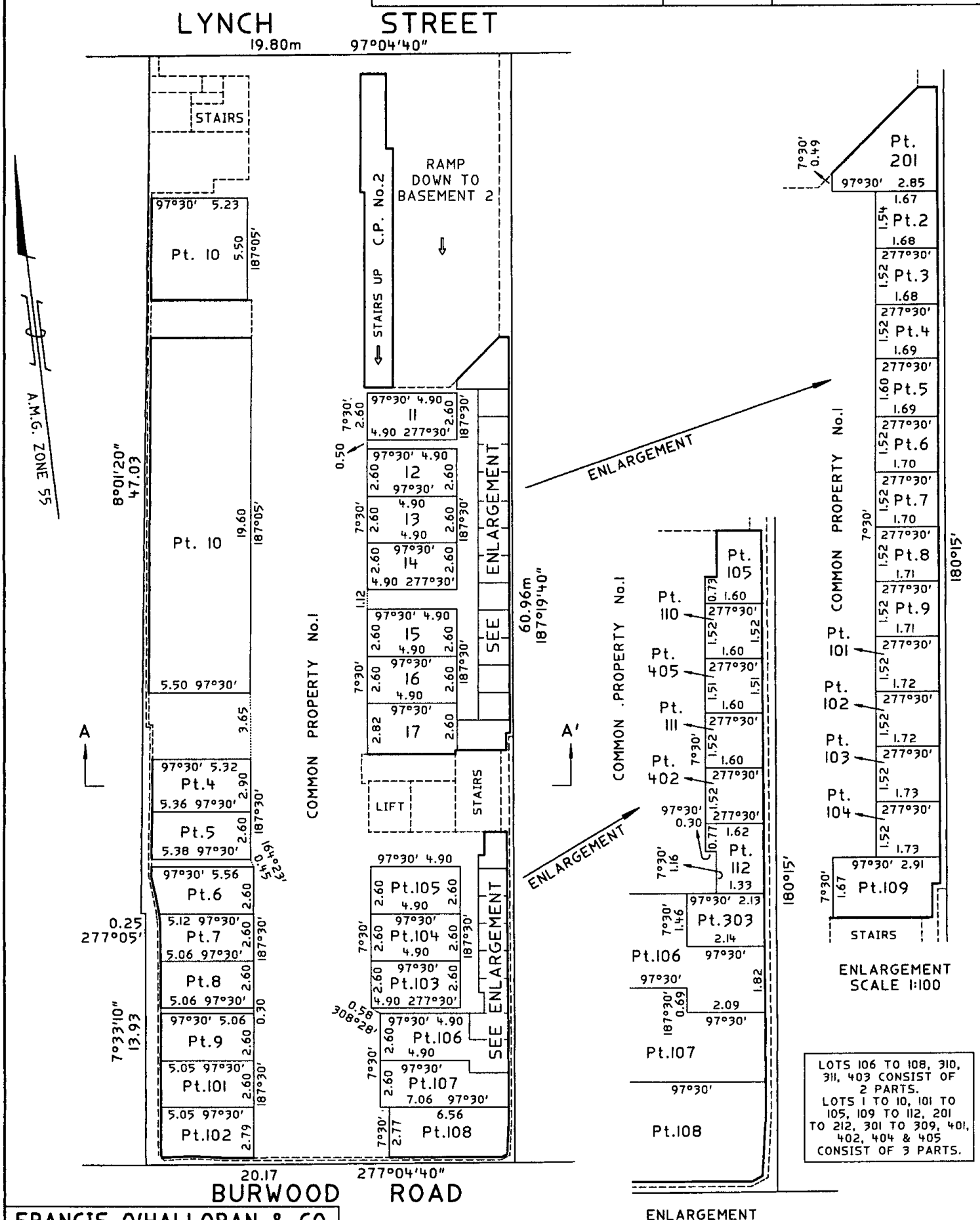
DATE 11/11/04
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS512432Q



LOTS 106 TO 108, 310, 311, 403 CONSIST OF 2 PARTS.
LOTS 1 TO 10, 101 TO 105, 109 TO 112, 201 TO 212, 301 TO 309, 401, 402, 404 & 405 CONSIST OF 3 PARTS.

FRANCIS O'HALLORAN & CO.
Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 8422 Fax (03) 9415 1370

DIAGRAM 2
BASEMENT LEVEL 1

SHEET 3 OF 11 SHEETS

ORIGINAL SHEET SIZE A3 | SCALE 1:200

SCALE 2 0 4 8 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts

SIGNATURE ---------- DATE 1/11/2004

REF 7695 VERSION D

DATE 1/11/04

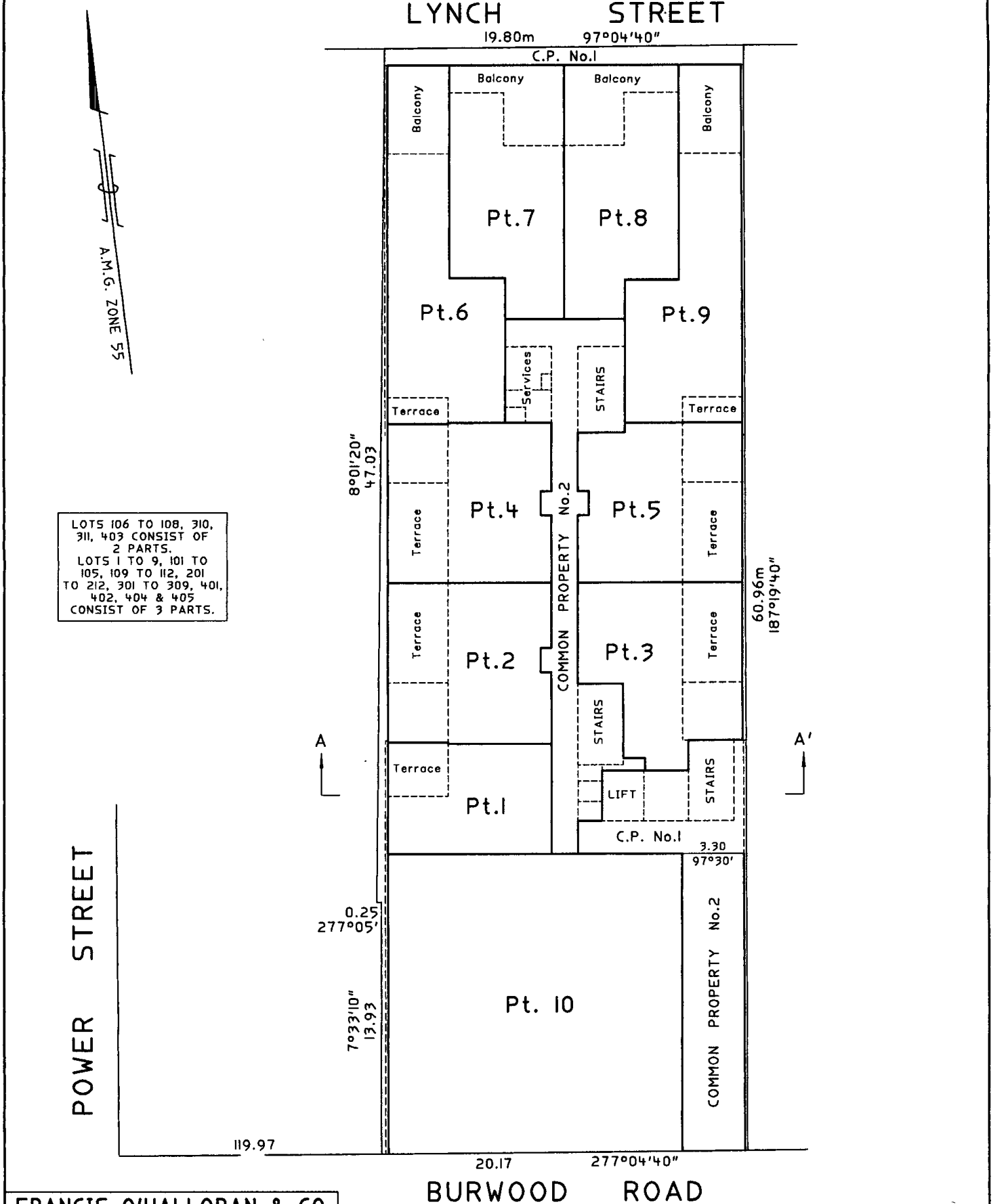
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS512432Q



LOTS 106 TO 108, 310, 311, 403 CONSIST OF 2 PARTS.
LOTS 1 TO 9, 101 TO 105, 109 TO 112, 201 TO 212, 301 TO 309, 401, 402, 404 & 405 CONSIST OF 3 PARTS.

FRANCIS O'HALLORAN & CO.
Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 8422 Fax (03) 9415 1370

DIAGRAM 3
GROUND LEVEL & GROUND STOREY

SHEET 4 OF 11 SHEETS

ORIGINAL SHEET SIZE	SCALE
A3	1:200

SCALE 2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE _____ DATE 1/11/2004
REF 7695 VERSION D

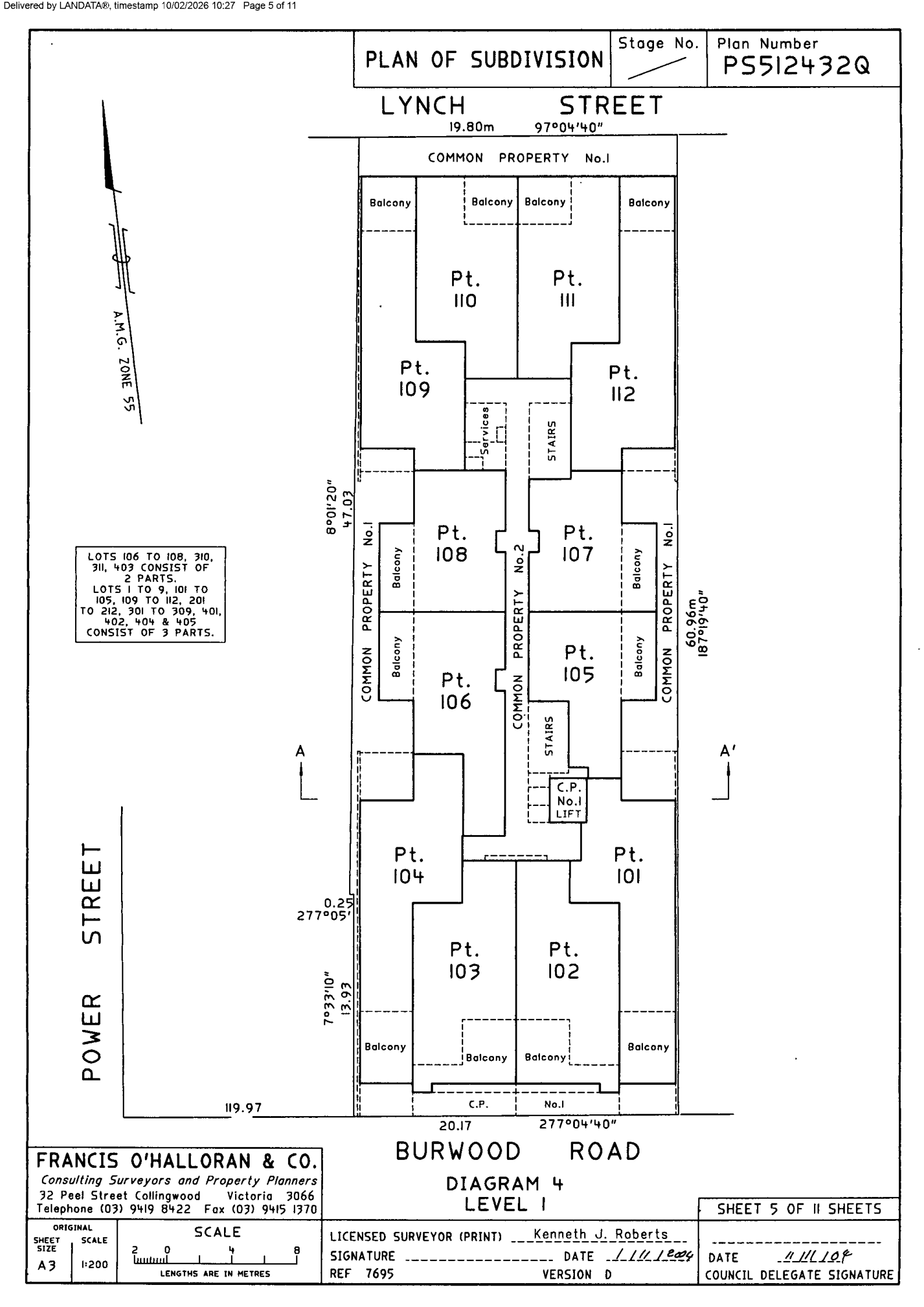
DATE 11/11/04
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS512432Q



LOTS 106 TO 108, 310, 311, 403 CONSIST OF 2 PARTS.
LOTS 1 TO 9, 101 TO 105, 109 TO 112, 201 TO 212, 301 TO 309, 401, 402, 404 & 405 CONSIST OF 3 PARTS.

FRANCIS O'HALLORAN & CO.
Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 8422 Fax (03) 9415 1370

DIAGRAM 4
LEVEL 1

SHEET 5 OF 11 SHEETS

ORIGINAL SHEET SIZE A3

SCALE 1:200

SCALE 2 0 4 8 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts

SIGNATURE ..... DATE 1/11/2004

REF 7695 VERSION D

DATE 11/11/04

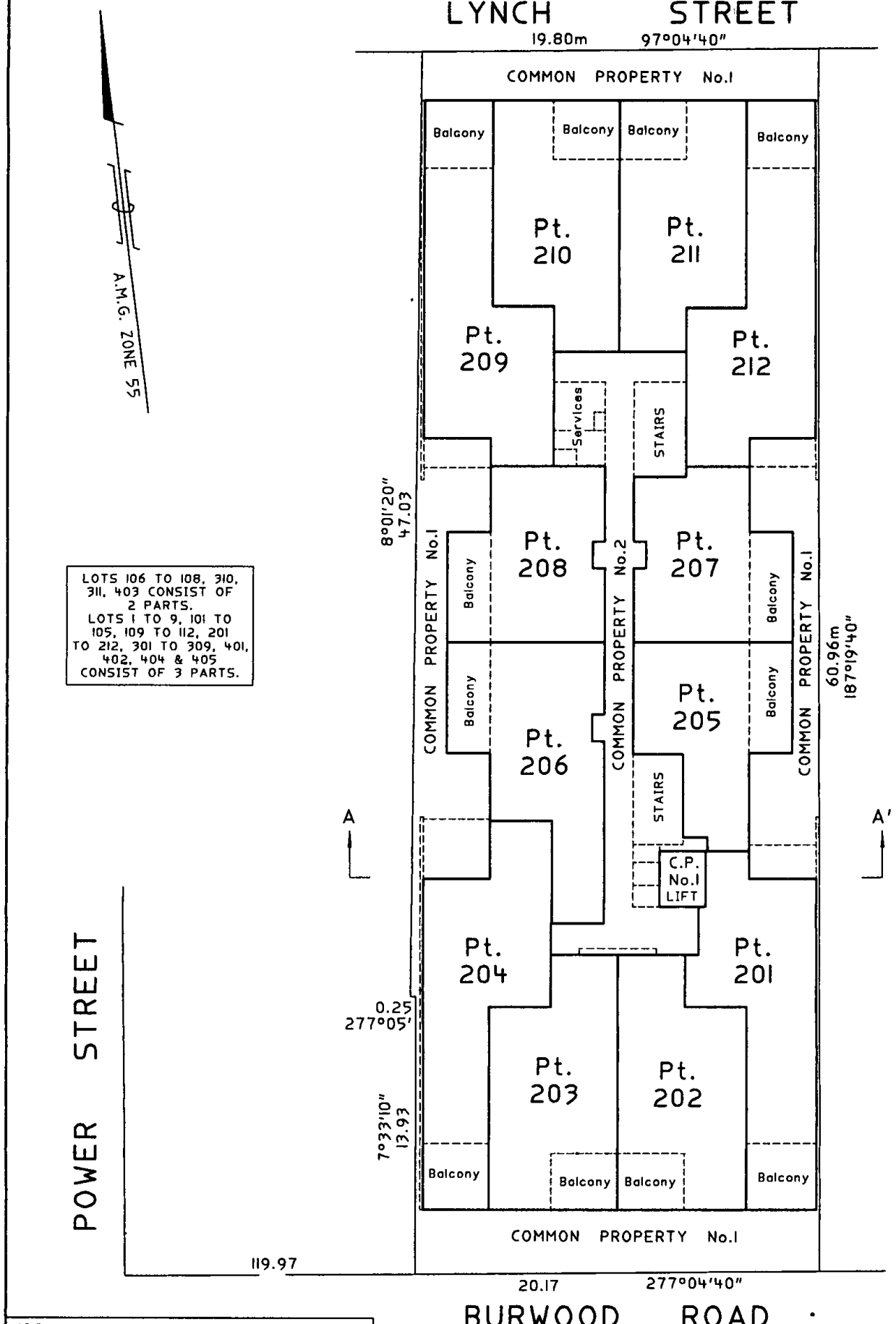
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS512432Q



LOTS 106 TO 108, 310, 311, 403 CONSIST OF 2 PARTS.
LOTS 1 TO 9, 101 TO 105, 109 TO 112, 201 TO 212, 301 TO 309, 401, 402, 404 & 405 CONSIST OF 3 PARTS.

A.M.G. ZONE 55

DIAGRAM 5
LEVEL 2

SHEET 6 OF 11 SHEETS

FRANCIS O'HALLORAN & CO.
Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 8422 Fax (03) 9415 1370

ORIGINAL SHEET SIZE	SCALE
A3	1:200

SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE ---------- DATE 1/11/2004
REF 7695 VERSION D

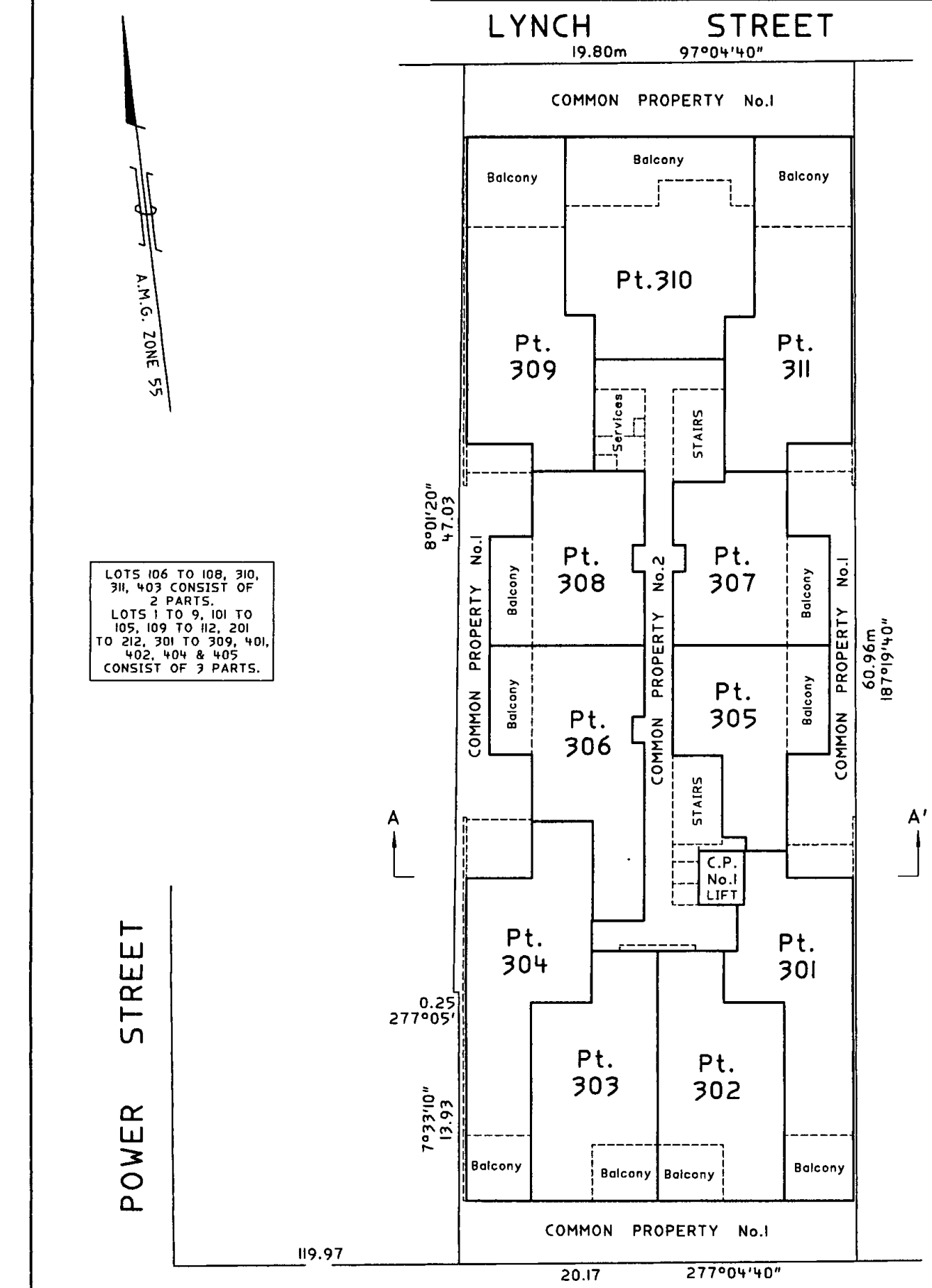
DATE 11/11/04
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No. -

Plan Number PS512432Q



A.M.G. ZONE 55

LOTS 106 TO 108, 310, 311, 403 CONSIST OF 2 PARTS.
LOTS 1 TO 9, 101 TO 105, 109 TO 112, 201 TO 212, 301 TO 309, 401, 402, 404 & 405 CONSIST OF 3 PARTS.

DIAGRAM 6
LEVEL 3

FRANCIS O'HALLORAN & CO.
Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 8422 Fax (03) 9415 1370

SHEET 7 OF 11 SHEETS

ORIGINAL SHEET SIZE A3 | SCALE 1:200

SCALE 2 0 4 8 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE _____ DATE 1/11/2004
REF 7695 VERSION D

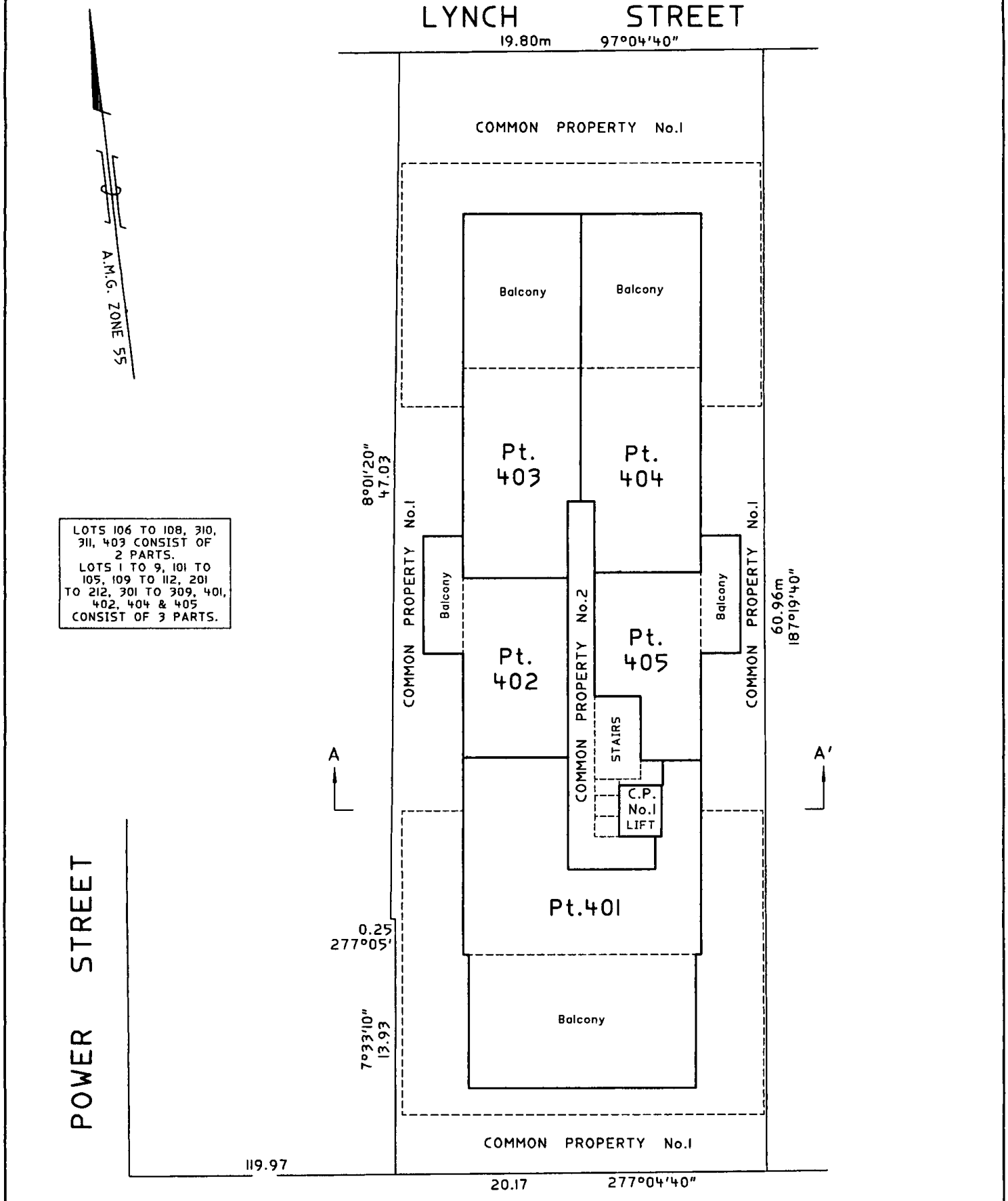
DATE 11/11/04
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS512432Q



LOTS 106 TO 108, 310, 311, 403 CONSIST OF 2 PARTS.
LOTS 1 TO 9, 101 TO 105, 109 TO 112, 201 TO 212, 301 TO 309, 401, 402, 404 & 405 CONSIST OF 3 PARTS.

DIAGRAM 7
LEVEL 4

FRANCIS O'HALLORAN & CO.
Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 8422 Fax (03) 9415 1370

SHEET 8 OF 11 SHEETS

ORIGINAL SHEET SIZE A3 | SCALE 1:200

SCALE 2 0 4 8 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts
SIGNATURE _____ DATE 1/11/2008
REF 7695 VERSION D

DATE 11/11/08
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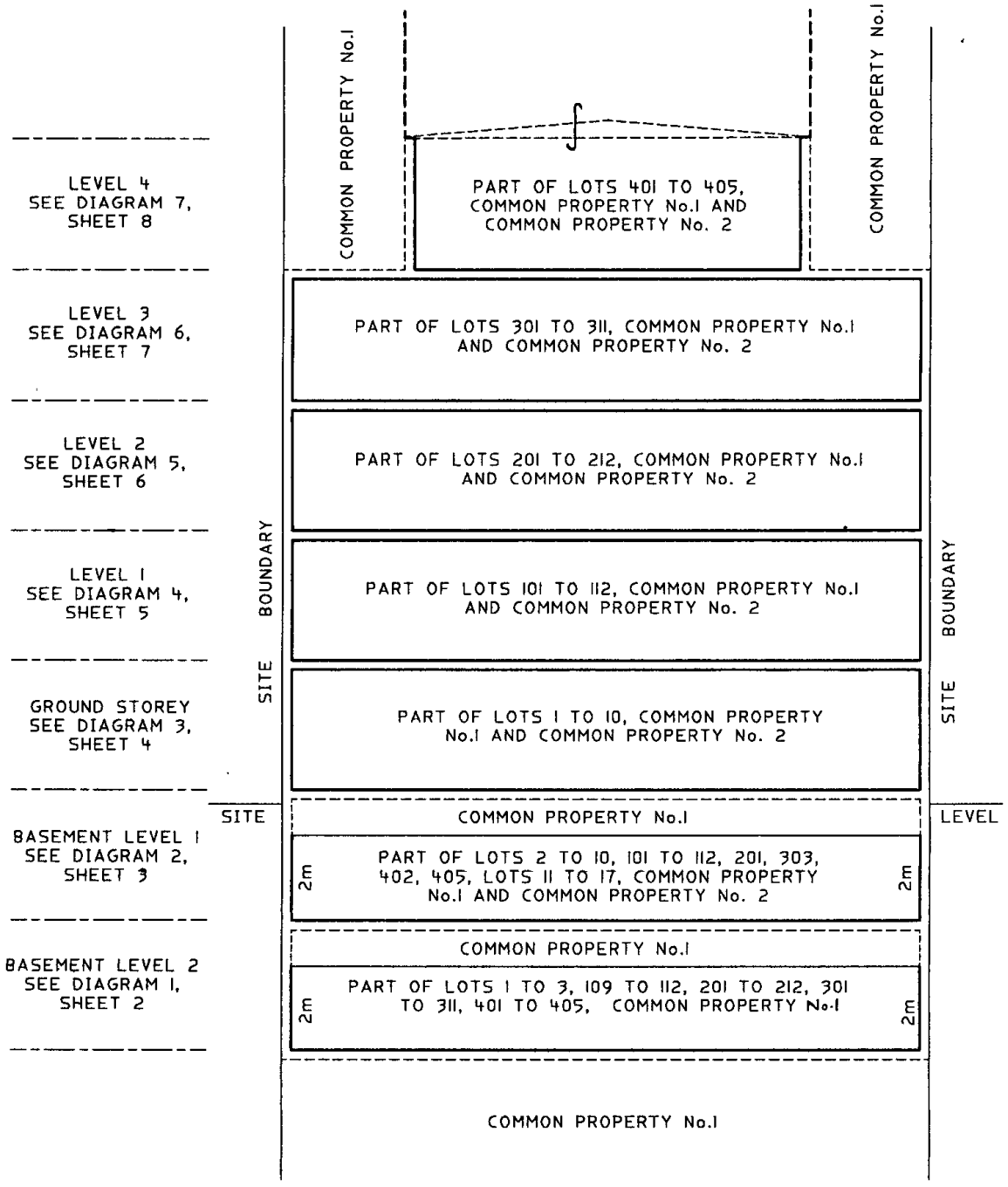
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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS512432Q

LOTS 106 TO 108, 310, 311, 403 CONSIST OF 2 PARTS.
LOTS 1 TO 9, 101 TO 105, 109 TO 112, 201 TO 212, 301 TO 309, 401, 402, 404 & 405 CONSIST OF 3 PARTS.



TYPICAL CROSS SECTION A-A'

NOT TO SCALE

SHEET 9 OF 11 SHEETS

FRANCIS O'HALLORAN & CO.
Consulting Surveyors and Property Planners
32 Peel Street Collingwood Victoria 3066
Telephone (03) 9419 8422 Fax (03) 9415 1370

ORIGINAL SHEET SIZE A3

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts

SIGNATURE _____ DATE 1/11/2004

REF 7695 VERSION D

DATE 1/11/04

COUNCIL DELEGATE SIGNATURE

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PS512432Q

Owners corporation information formerly contained on Sheets

10, 11

of this plan is now available in the Owners Corporation Search Report

Sheets

11

have been removed from this plan

Delivered by LANDATA®, timestamp 10/02/2026 10:27 Page 11 of 11

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS 512432Q

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
THIS PLAN BODY CORPORATE No. 1		CHANGE OF ADDRESS	AD402727L	24/02/05	2	ROBERT REDMAN
THIS PLAN BODY CORPORATE No. 2		CHANGE OF ADDRESS	AD453076P	24/02/05	2	ROBERT REDMAN

Department of Transport and Planning

Owners Corporation Search Report

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Produced: 10/02/2026 10:27:45 AM

OWNERS CORPORATION 2
PLAN NO. PS512432Q

The land in PS512432Q is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots 1 - 9, 101 - 112, 201 - 212, 301 - 311, 401 - 405.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
LEVEL 9 3 BOWEN CRESCENT MELBOURNE VIC 3004

AX561196B 04/01/2024

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
1. PS512432Q 26/11/2004

Additional Owners Corporation Information:
NIL

Notations:
Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1	285	285
Lot 2	310	310
Lot 3	310	310
Lot 4	310	310
Lot 5	310	310

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 10/02/2026 10:27:45 AM

OWNERS CORPORATION 2
PLAN NO. PS512432Q

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 6	430	430
Lot 7	395	395
Lot 8	395	395
Lot 9	430	430
Lot 101	425	425
Lot 102	390	390
Lot 103	390	390
Lot 104	435	435
Lot 105	320	320
Lot 106	330	330
Lot 107	320	320
Lot 108	325	325
Lot 109	435	435
Lot 110	390	390
Lot 111	390	390
Lot 112	435	435
Lot 201	425	425
Lot 202	390	390
Lot 203	390	390
Lot 204	435	435
Lot 205	320	320
Lot 206	330	330
Lot 207	320	320
Lot 208	325	325
Lot 209	435	435
Lot 210	390	390
Lot 211	390	390
Lot 212	435	435
Lot 301	430	430

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Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS512432Q

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 302	395	395
Lot 303	395	395
Lot 304	440	440
Lot 305	325	325
Lot 306	335	335
Lot 307	325	325
Lot 308	330	330
Lot 309	445	445
Lot 310	445	445
Lot 311	445	445
Lot 401	705	705
Lot 402	360	360
Lot 403	490	490
Lot 404	490	490
Lot 405	360	360
Total	**19060.00**	**19060.00**

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

VICTORIA State Government

Department of Transport and Planning

Owners Corporation Search Report

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Produced: 10/02/2026 10:27:45 AM

OWNERS CORPORATION 1
PLAN NO. PS512432Q

The land in PS512432Q is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Properties 1, 2, Lots 1 - 17, 101 - 112, 201 - 212, 301 - 311, 401 - 405.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
LEVEL 9 3 BOWEN CRESCENT MELBOURNE VIC 3004

AX561196B 04/01/2024

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
1. PS512432Q 26/11/2004

Additional Owners Corporation Information:
NIL

Notations:
Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1	285	285
Lot 2	310	310
Lot 3	310	310
Lot 4	310	310
Lot 5	310	310

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Department of Transport and Planning

Owners Corporation Search Report

Produced: 10/02/2026 10:27:45 AM

OWNERS CORPORATION 1
PLAN NO. PS512432Q

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 6	430	430
Lot 7	395	395
Lot 8	395	395
Lot 9	430	430
Lot 10	980	980
Lot 11	20	20
Lot 12	20	20
Lot 13	20	20
Lot 14	20	20
Lot 15	20	20
Lot 16	20	20
Lot 17	20	20
Lot 101	425	425
Lot 102	390	390
Lot 103	390	390
Lot 104	435	435
Lot 105	320	320
Lot 106	330	330
Lot 107	320	320
Lot 108	325	325
Lot 109	435	435
Lot 110	390	390
Lot 111	390	390
Lot 112	435	435
Lot 201	425	425
Lot 202	390	390
Lot 203	390	390
Lot 204	435	435
Lot 205	320	320

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Department of Transport and Planning

Owners Corporation Search Report

Produced: 10/02/2026 10:27:45 AM

OWNERS CORPORATION 1
PLAN NO. PS512432Q

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 206	330	330
Lot 207	320	320
Lot 208	325	325
Lot 209	435	435
Lot 210	390	390
Lot 211	390	390
Lot 212	435	435
Lot 301	430	430
Lot 302	395	395
Lot 303	395	395
Lot 304	440	440
Lot 305	325	325
Lot 306	335	335
Lot 307	325	325
Lot 308	330	330
Lot 309	445	445
Lot 310	445	445
Lot 311	445	445
Lot 401	705	705
Lot 402	360	360
Lot 403	490	490
Lot 404	490	490
Lot 405	360	360
Total	**20180.00**	**20180.00**

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

turnbullcook

Tax Invoice

ABN: 79 092 466 987
Invoice #: 512432Q-1209
Date: 23rd February 2026

Description		Amount
Owners Corporation Certificate – Standard		178.25
Property:	Lot 209 151-155 Burwood Road, HAWTHORN VIC 3122	
Method of Delivery:	Email	
	Amount Incl. GST	178.25

Payment Details:

Paid on: 10th February 2026
Paid by: BANK TRANSFER
Drawer: **InfoTrack on behalf of Fast Settle Pty Ltd**
Amount: $178.25 (Incl. GST)

PLEASE NOTE:
Section 134 (Address of new owners) of the Owners Corporations Act 2006 specifies that;
The Vendor and purchaser must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

Section 135 (1) of the Owners Corporations Act 2006 specifies that;
A lot owner who does not occupy the lot or who will be absent from the lot for more than three months must advise the owners corporation of the lot owner's mailing address in Australia for service of notices and any changes to it as soon as possible.

Failure to comply with the above requirements may result in fee notices and Owners Corporation communications being issued to incorrect postal details, potentially resulting in penalty charges for the late payment of fees, non-receipt of important correspondence and meeting notices.

Purchasers are urged to contact Turnbull Cook within the first 3 business days following settlement.

turnbullcook

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.16 Owners Corporations Regulations 2018

Owners Corporation No:	Owners Corporation on Plan No. 512432Q-1
Property Address:	Lot 209 at 151-155 Burwood Road, HAWTHORN VIC 3122
Current Owner:	Mr R Ross
Postal Address:	19 Aird Street CAMBERWELL VIC 3124
Applicant for the certificate is	InfoTrack on behalf of Fast Settle Pty Ltd
Applicant Reference:	2878S
Date of Issue:	The information in this certificate is issued on 23rd February 2026

IMPORTANT: Pursuant to Section 150 of the Owners Corporation Act 2006, the owners corporations register may be inspected for additional information upon application from the current owner, mortgagee, purchaser or the representative of the Lot Owner.

- This certificate remains valid for the date of issue **only**.
- All content contained within this certificate is subject to change without notice
- All information contained within this certificate is provided to the best of our knowledge at the time of issue
- All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to certificate@turnbullcook.com.au
- A new certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.
- Please contact Turnbull Cook and request a Settlement Statement at certificate@turnbullcook.com.au prior to settlement adjustments to ensure that all liabilities are captured and current.

SETTLEMENT PAYMENT DETAILS
BPAY PAYMENT DETAILS
Biller Code: 96503
DEFT Reference Number: **279858013 218093**

(a) The current annual fees for the lot total **$5,622.80** and is payable in **quarterly** instalments (Administration Fund: **$5,196.00** & Maintenance Fund: **$426.80**).

These figures are set in accordance with the budget approved at each Annual General Meeting and are subject to change following review of the budget at each Annual General Meeting. An adjustment levy may be incurred for any fees already issued within the budget year where the Annual General Meeting has not yet been held.

(b) The date up to which the fees for the lot have been paid is **31 Mar 2026.**

(c) The total of any unpaid fees or charges for the lot is:

Administrative Fund		***Maintenance Fund***	
Amount owing	$0.00	Amount owing	$0.00
Interest owing	$0.00	Interest owing	$0.00
Total amount owing	$0.00	Total amount owing	$0.00

As the values specified are subject to change, you are required to contact Turnbull Cook to request a Final Settlement Statement to confirm the status of liabilities prior to settlement.

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **None**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?:

The Common Property Defect Remediation Project is nearing completion, addressing waterproofing and cladding issues in the building. A $500,000 settlement from VCAT that has contributed to some common property works, and also to individual lot owner works for those who had agreed to be part of the class action at the VCAT hearing. A Special Levy in 2024 has funded the common property repairs for the current scope of works as outlined by Go Projects (Project Managers) and undertaken by Millar Projects (Builder).

The Owners Corporation Committee has been actively managing the project, meeting frequently and working with Australian Waterproofing Consultants (AWC), Go Projects (Project managers) & Millar Projects (Builders). The major rectification works commenced in September 2024 and are in the final stages of completion as of January 2026. Form 17 attached, issued 5th December 2025.

Lot owners not included in the scope of works, but who are known from previous investigations to have waterproofing issues will be required to provide evidence of this being rectified and provide waterproofing certificates. This is vital with respect to building's insurance renewal.

The builders have identified private window problems that were not part of their scope of works. The plan to rectify is still being discussed with the committee. The builder has mentioned windows were poorly installed or have sub sills facing internally causing water to enter the building. Pending outcome from further discussions, a Special Levy may be required to be raised.

EPD (Expansion Plumbing & Drainage) have been engaged as recommended by the builder to further investigate reported leaks throughout the building. It has been identified that these leaks occurring may be due to internal plumbing or drainage issues (which are outside of the current project scope). The initial apartments that have been inspected have been presented with significant damage which required additional testing and investigation. These apartments were also located on the upper levels of the building, contributing to the extended assessment time. The investigation is aimed to identify the source of the leak. Additional work to the common property and/or private lots may incur a special levy or additional private work charges.

Previous treatment was carried out in 2025 for the common property, as well as for any apartments that chose to opt in for carpet moth and larvae treatment. However, a few lots have since reported new activity. We are currently awaiting further recommendations from the pest control specialists before proceeding with any additional treatment.

(f) The owners corporation has the following insurance cover:

Policy No.	HU0040504	CHU Underwriting Agencies	
Type:	Strata	Broker: COVERFORCE Level 2, 476 St Kilda Road, Melbourne VIC 3004	
Premium:	$66,181.16	Paid on: 08/10/2025	Policy start date: 20/09/2025 Next due: 20/09/2026
Cover		*Sum insured*	*Excess*
.Building - All Claims		$30,119,436.00	$2,500.00
.Loss of Rent/Temp Accommodation		$4,517,915.00	$2,500.00
.Common Area Contents		$301,195.00	$2,500.00
.Flood		Included	$10,000.00

.Public/Legal Liability	$20,000,000.00	$2,500.00
.Voluntary Workers	$200,000.00/$2,000.0	$2,500.00
.Fidelity Guarantee	$250,000.00	$2,500.00
.Office Bearer's	$5,000,000.00	$2,500.00
.Government Audit Costs	$25,000.00	$2,500.00
.Appeal Expenses	$100,000.00	$2,500.00
.Legal Defence Expenses	$50,000.00	$2,500.00
.Lot Owner's Fixtures & Improvements	$250,000.00	$2,500.00
.Building - All Water Damage	Included	$10,000.00
.Machinery Breakdown	$100,000.00	$2,500.00
.Building - Storm	Insured	$10,000.00

The Owners Corporation has resolved that insurance excess costs will be reviewed on a claim by claim basis and may be on charged to a Lot Owner, subject to the cause of the claim.

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act?: Not at this time.

(h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?: None at this time to our knowledge.

(j) Are there any current contracts, leases, licences or agreements affecting the common property?:

Contracts & Service Agreements

- Turnbull Cook – Owners Corporation Management Services
- Go Projects
- Millar Projects
- Johnson Controls
- LinkFire
- BBCS Caretaking
- Urban Waste
- TK Elevators

Leases & Licences

- None to our knowledge at this time.

Other Agreements

- The Gas is connected to one meter only for the entire building. This is paid for by the Owners corporation. (No need for residents to connect or open separate gas accounts)

(k) Are there any current agreements to provide services to lot owners, occupiers or the public? : None to our knowledge at this time.

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?: There are no notices or orders as at 23rd February 2026

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?: None to our knowledge at this time.

(n) Has the owners corporation appointed, or resolved to appoint, a manager?: The Manager is:

Turnbull Cook Strata Management Pty Ltd

Level 6, 3 Bowen Crescent Melbourne VIC 3004
Phone: (03) 8697 0600 Email: info@turnbullcook.com.au

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No administrator is appointed.

(p) Any other information:
- None to our knowledge at this time

(q) Documents required to be attached to the owners corporation certificate are:
- A copy of the latest financial statements
- A copy of the minutes of the last annual general meeting of the owners corporation
- A copy of the Model Rules/Consolidated Rules registered at Land Victoria
- A copy of the insurance Certificate of Currency
- A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled *"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

PLEASE NOTE:
Section 134 (Address of new owners) of the Owners Corporations Act 2006 specifies that;
The Vendor and purchaser must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

Section 135 (1) of the Owners Corporations Act 2006 specifies that;
A lot owner who does not occupy the lot or who will be absent from the lot for more than three months must advise the owners corporation of the lot owner's mailing address in Australia for service of notices and any changes to it as soon as possible.

Failure to comply with the above requirements may result in fee notices and Owners Corporation communications being issued to incorrect postal details, potentially resulting in penalty charges for the late payment of fees, non-receipt of important correspondence and meeting notices.

Purchasers are urged to contact Turnbull Cook within the first 3 business days following settlement.

This owners corporation certificate was prepared by:

Date: 23rd February 2026

The Common Seal of Owners Corporation Plan No 512432Q-1 was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporation Act 2006.

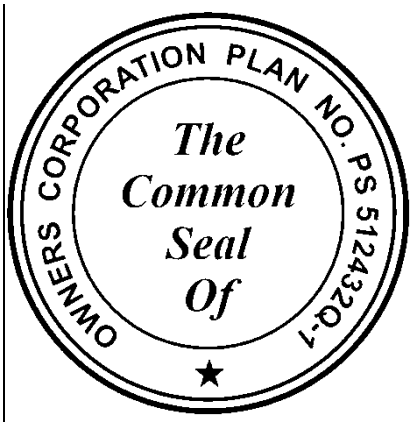
Signed on behalf the Owners Corporation on Plan No 512432Q-1 by:



Registered Manager Signature

Selena Len

Turnbull Cook Strata Management Pty Ltd
Level 6, 3 Bowen Crescent Melbourne VIC 3004
Phone: (03) 8697 0600



In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation, further information can be obtained by an inspection of the Owners Corporation Register.

- All content contained within this certificate is subject to change without notice.
- This certificate remains valid for not more than 30 days.
- All information contained within this certificate is to the best of our knowledge at the time of issue.

A new Certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.

Please contact Turnbull Cook and request a Settlement Statement at certificate@turnbullcook.com.au prior to settlement adjustments to ensure that all liabilities are captured and current.

If any aspect of this certificate content is not clear, please contact Turnbull Cook for clarification. All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to certificate@turnbullcook.com.au

Turnbull Cook
ABN 79 092 466 987

Level 6, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008

03 8697 0600
info@turnbullcook.com.au

Owner Ledger

Start Date: 01/02/2024
End Date: 29/02/2028
Owners: One only

The Owners of OC--PS512432Q-1 — 151-155 Burwood Road, HAWTHORN VIC 3122

Lot 209 **Unit 209** **Mr R Ross** — UE / AE: 435.00 / 20,180.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund Due	Admin Fund Paid	Maintenance Fund Due	Maintenance Fund Paid	Interest paid	Discount	Levy type	Status	Group
			Balance brought forward	**0.00**		**0.00**						
1	01/04/2024	Quarterly	O/C Contributions 01/04/24 to 30/06/24	841.25	841.25	97.00	97.00	0.00	0.00%	Standard	Normal	None
2	01/07/2024	Quarterly	O/C Contributions 01/07/24 to 30/09/24	841.25	841.25	97.00	97.00	0.00	0.00%	Standard	Normal	None
3	15/07/2024	Once-off	Special Levy: Common Property Remediation Project	0.00	0.00	35,778.30	35,778.30	0.00	0.00%	Special	Normal	None
4	01/10/2024	Quarterly	O/C Contributions 01/10/24 to 31/12/24	1,322.55	1,322.55	135.75	135.75	0.00	0.00%	Standard	Normal	None
5	01/01/2025	Quarterly	O/C Contributions 01/01/25 to 31/03/25	961.60	961.60	106.70	106.70	0.00	0.00%	Standard	Normal	None
6	01/04/2025	Quarterly	O/C Contributions 01/04/25 to 30/06/25	961.60	961.60	106.70	106.70	0.00	0.00%	Standard	Normal	None
7	01/07/2025	Quarterly	O/C Contributions 01/07/25 to 30/09/25	1,636.40	1,636.40	106.70	106.70	0.00	0.00%	Standard	Normal	None
8	08/07/2025	Once-off	Lot 209: Private Balcony Works	2,294.35	2,294.35	0.00	0.00	0.00		Owner Invoice	Normal	None
9	01/10/2025	Quarterly	O/C Contributions 01/10/25 to 31/12/25	1,636.40	1,636.40	106.70	106.70	0.00	0.00%	Standard	Normal	None
10	01/01/2026	Quarterly	O/C Contributions 01/01/26 to 31/03/26	1,299.00	1,299.00	106.70	106.70	0.00	0.00%	Standard	Normal	None

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

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund Paid	Admin Fund Interest	Maintenance Fund Paid	Maintenance Fund Interest	Unallocated Paid	Total amount	Cheque no.	Levy no.
02/04/2024	241	Receipt	Banked		841.25	0.00	97.00	0.00	0.00	938.25		1
15/07/2024	336	Receipt	Banked		841.25	0.00	35,875.30	0.00	0.00	36,716.55		2, 3
30/09/2024	391	Receipt	Banked		1,322.55	0.00	135.75	0.00	0.00	1,458.30		4

Lot 209 **Unit 209** **Mr R Ross** UE / AE: 435.00 / 20,180.00

02/01/2025	454	Receipt	Banked	961.60	0.00	106.70	0.00	0.00	1,068.30	5
31/03/2025	541	Receipt	Banked	961.60	0.00	106.70	0.00	0.00	1,068.30	6
27/06/2025	608	Receipt	Banked	1,743.10	0.00	0.00	0.00	0.00	1,743.10	8
03/07/2025	626	Receipt	Banked	2,187.65	0.00	106.70	0.00	0.00	2,294.35	7, 8
29/09/2025	691	Receipt	Banked	1,636.40	0.00	106.70	0.00	0.00	1,743.10	9
02/01/2026	782	Receipt	Banked	1,299.00	0.00	106.70	0.00	0.00	1,405.70	10

Turnbull Cook
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Balance Sheet
As at 23/02/2026

The Owners of OC--PS512432Q-1 — 151-155 Burwood Road, HAWTHORN VIC 3122

	Current period
Owners' funds	
Operating Surplus/Deficit--Admin	(2,925.53)
Owners Equity--Admin	115,279.73
	112,354.20
Operating Surplus/Deficit--Sinking	(28,096.77)
Owners Equity--Sinking	315,189.27
	287,092.50
Net owners' funds	**$399,446.70**
Represented by:	
Assets	
Cash at Bank	386,367.98
Receivable--Levies	16,399.25
Receivable--Owners	475.00
Total assets	403,242.23
Less liabilities	
Creditor--GST	1,051.35
Prepaid Levies--Unallocated	2,744.18
Total liabilities	3,795.53
Net assets	**$399,446.70**

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0040504
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	20/09/2025 to 20/09/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 512432
Situation	151-155 BURWOOD ROAD HAWTHORN VIC 3122

Sections

Section 1 – Insured Property

Building: $30,119,436
Common Area Contents: $301,195
Loss of Rent & Temporary Accommodation (total payable): $4,517,915
Lot Owners' Fixtures and Improvements (per lot): $250,000

Optional Extensions:
Catastrophe Insurance Sum Insured: Not Selected
Machinery Breakdown: $100,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: $20,000,000

Section 3 – Voluntary Workers

Death: $300,000
Total Disablement: $3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: $250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: $5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Flood Cover is included.

Date Printed 12/09/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

turnbull cook
STRATA MANAGEMENT

Turnbull Cook
ABN 79 092 466 987
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MINUTES OF THE ANNUAL GENERAL MEETING

OWNERS CORPORATION: 512432Q-1
Annual General Meeting of the Owners Corporation for 151-155 Burwood Road, HAWTHORN VIC 3122

HELD ON: Thursday, 10 April 2025

COMMENCING AT: 06:00 PM

LOCATION: Virtual Meeting Via Zoom

IN ATTENDANCE

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Apology	Luke Doolan
2	2	Yes	Andy Jonatan (PROXY)
6	6	Yes	Maduma Kumaranathan (PROXY)
8	8	Yes	Christine Huynh
9	9	Yes	Ken Heard
10	10	Yes	Chris Discombr : CND Property Group Pty Ltd
17	17	Yes	Brendan Coulton (PROXY)
107	107	Yes	Andrea Pianella
108	108	Yes	Ruth Cornell
111	111	Yes	Liz Sarkady
206	206	Yes	Hannah Scott
207	207	Yes	Kate Crawford
211	211	Yes	Alethia Stephens
212	212	Yes	Ray Wong (PROXY)
304	304	Yes	Paul Dryburgh
307	307	Yes	Emma Hultgren
308	308	Yes	Tessa Strehlow (PROXY)
401	401	Yes	Brendan Coulton
402	402	Yes	Geoffrey Houghton

Andrea Hunter representing Turnbull Cook Strata Management Pty Ltd.

1 Quorum

There was no quorum for the meeting as 50% of the total lots or the total lot entitlement were **not** present in person or by proxy.

Therefore, the resolutions in these minutes are interim resolutions. These interim resolutions represent notice of those decisions. Unless a special general meeting is called within 28 days from the date of the meeting, these decisions will become resolutions of the Owners Corporation.

Interim resolutions do not apply to unanimous resolutions or special resolutions, when less than 50% of the total lots were not present in person or by proxy.

2 Chairperson of Meeting

It was resolved that Andrea Hunter from Turnbull Cook be appointed to conduct and chair the proceedings at this meeting.

3 Project Update

It was resolved to accept the Remediation Project Update as presented by Craig Millar of Millar Projects (Builder) and David Austin of Go Projects (Project Manager). Written update provided by Go Projects attached.

Both Millar Projects and Go Projects explained they are happy with the progress and believe the Remediation Project to be 73% complete.

4 Confirm Minutes of Last Annual General Meeting

It was resolved that the minutes of the previous Annual General Meeting of the Owners Corporation held on ***20/06/2024*** were an accurate record of the proceeding at that meeting.

5 Financial Statements

It was resolved that the financial statements for the period ended ***31/12/2024*** as distributed be tabled and adopted.

6 Committee Report

It was resolved to receive the committee report tabled at the meeting also attached.

7 Election of Owners Corporation Committee

It was resolved that the following members of the Owners Corporation or proxies for members are elected as members of the new committee:

- Liz Sarkady (Lot 111) - Chairperson
- Andy Jonatan (Lot 2)
- Maduma Kumaranathan (Lot 6)
- Ken Heard (Lot 9)
- Chris Discombr (CND Property Group Pty Ltd) (Lot 10)
- Ruth Cornell (Lot 108)
- Kate Crawford (Lot 207)
- Brendan Coulton (Lot 401)
- Geofrey Houghton (Lot 402)

It was resolved that the Owners Corporation delegates, to the Committee of the Owners Corporation, all the powers and functions in accordance with the Act.

8 Valuation

The last valuation was obtained on **16/07/2013**. The recommended sum insured was $**18,645,000.**

It was resolved to refer to the Committee for further instructions prior to insurance renewal due 20/09/2025.

9 Insurance

It was **noted** that the Owners Corporation existing insurance cover is:

Policy No.HU0040504
CHU Underwriting Agencies Pty Ltd
Type : Strata
Broker : COVERFORCE
Premium : $125,071.66 Paid on : 24/09/2024 Start : 20/09/2024 Next due : 20/09/2025

Cover	Sum Insured	Excess
Building - All Claims	$29,242,171.00	$2,500.00
Building - All Water Damage	Included	$10,000.00
Building - Exploratory Costs(Burst Pipe)	Included	$10,000.00
Building - Storm	Insured	$10,000.00
Flood	Included	$10,000.00
Loss of Rent/Temp Accommodation	$4,386,325.00	$2,500.00
Common Area Contents - All Claims	$292,422.00	$2,500.00
Public/Legal Liability	$20,000,000.00	$2,500.00
Voluntary Workers	$200,000.00/$2,000.0	$2,500.00
Fidelity Guarantee	$100,000.00	$2,500.00
Office Bearer's	$5,000,000.00	$2,500.00
Machinery Breakdown - All Claims	$100,000.00	$1,000.00
Government Audit Costs	$25,000.00	$2,500.00
Appeal Expenses	$100,000.00	$2,500.00
Legal Defence Expenses	$50,000.00	$2,500.00
Lot Owner's Fixtures & Improvements	$250,000.00	$2,500.00

It was resolved that the Owners Corporation will obtain their own quotations from **CCIB** for insurance cover prior to the renewal date, it was **noted** that as a result, the manager will not be able to provide any advice regarding insurance or lodge claims on behalf of the owners corporation. However the Owners Corporation would still like to review renewal options from the manager's recommended broker and then make their final decision.

Please note that the Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. Owners should consult the policy PDS for full coverage details. To receive a copy of the PDS please contact your Owners Corporation Manager.
Owners are strongly advised to obtain contents insurance including public liability for their lot. Where a lot is not occupied by the owner, the tenant or occupier should be advised to take out insurance for their goods, chattels and any liability arising from the use of the lot.

10 Insurance Excess

It was resolved that pursuant to Section 23A of the Owners Corporations Act 2006, the Owners Corporation will apply the following levies in regard to insurance:

- if there is damage to common property caused by a lot owner or lot owner's lessee and the damage is not covered by the insurance held by the Owners Corporation or the cost of the damage is less than the excess payable on the claim; or
- an excess on an insurance claim if the claim relates solely to the owner's lot.

11 Expenditure Authority

It was resolved that the Owners Corporation delegates the Manager authority to undertake necessary works to common property up to the value of **$1,000** without the authority of the Owners Corporation.

12 Other Business

11.1 Maintenance - Cyclical

The following was **noted** in relation to cyclical maintenance:

- Caretaking - BCCS
- Essential Safety Measures - Linkfire & Jonson Controls
- Waste Management - Urban Waste & Wheelie Bin Cleaning
- Lift - TK Elevators
- Airconditioning Ventilation - East Link Air
- Preferred Plumber - Joniec Plumbing & Biskon Plumbing
- Backflow Testing: Vic City Plumbing (Annual)
- Electricity - Origin
- Water - Yarra Valley Water
- Gas - OC supplies gas/Provider TBA it was resolved

11.2 Other Business

GAS SUPPLY

It was resolved to ensure all Owners and Residents do **NOT** set up individual Gas accounts for their lot. The Gas is supplied to the entire building by 1 x Gas Meter. The Owners Corporation pay for the gas supply. The building does not have individual gas meters.

13 Budget

It was resolved that the proposed annual budget for the period ending ***31/12/2025*** be adopted as below:

- **Administration:** $219,130.00 ($241,043.00 Inc. GST)
- **Maintenance:** $18,000.00 ($19,800.00 Inc. GST)

It was resolved that as the collection of fees for the year has already commenced, the budget increase will be **spread equally over the remaining fees for the financial year**.

14 Annual Owners Corporation Fees

It was resolved that fees are to be paid in advance in Quarterly instalments.

It was resolved that the first such instalment be due on **01/01/2025** with subsequent instalments being due on the 1st of each quarter. These instalments will continue at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting.

It was resolved that as the collection of fees for the year has already commenced, the budget increase will be **spread equally over the remaining fees for the financial year**.

It was **noted** that the fees are based on lot liability, as per the registered plan of subdivision, in accordance with the Owners Corporation Act Section 23 (1).

15 Recovery of Owners Corporation Fees

It was resolved that Turnbull Cook may pursue outstanding fees payable to the Owners Corporation by engaging a debt collection professional and that any costs incurred by the Owners Corporation resulting from a lot owner owing fees will be borne by the lot owner.

It was resolved that the Owners Corporation charge interest 28 days after the due date, at the maximum rate of interest in accordance with the Penalty Interest Rates Act 1983.

It was resolved that Turnbull Cook may pursue legal action in a court of competent jurisdiction, against a registered and equitable owner to recover unpaid fees, levies, interest, administration fees, legal fees and breaches of the Owners Corporation Act 2006.
Those fees are to be on-charged to the lot in arrears and are listed below:

- Overdue Levy Reminder Notice - Debt Recovery Stage 1 - $20
- Initial Final Fee Notice - Debt Recovery Stage 2 - $75
- Notice of VCAT application issued to lot owner - Debt Recovery Stage 3 - $120

NOTE: Section 135 of the Owners Corporation Act 2006 stipulates that a Lot Owner who does not occupy the lot or will be absent from the Lot for more than 3 months must advise the Owners Corporation of the lot owner's mailing address for service of notices and any changes to it immediately.

16 Acknowledge Manager's Report

The Manager tabled a report to the members of the Owners Corporation as per section 126 & 159 of the Owners Corporation Act 2006.

17 Appointment of Managing Agent

It was resolved that the Owners Corporations acknowledge the existing contract of appointment between Turnbull Cook Strata Management Pty Ltd and Owners Corporation 512432Q-1.

As per the executed contract, the management fees are:

- Annual Management Fee: $10,200.00
- Fixed Management Fee (Disbursements): $2,500.00

Renewal date of **30/06/2025**

18 Set date for next meeting

It was resolved that the next annual general meeting be tentatively scheduled for **March 2026**

The Manager will issue Notice of Annual General Meeting to all owners with at least 14 days prior notice.

19 Close of Meeting

It was resolved that the meeting closed at **07:39 PM.**

Go Projects Australia
+61 3 8514 0308
470 St Kilda Road
Melbourne VIC 3004
info@go-pm.com.au
www.go-pm.com.au
GO Projects Australia

Site: 151-155 Burwood Road, Hawthorn VIC 3122
Report for: Owners Corporation No. 1 of PS512432Q
Period: March 2025

Dear Owners Corp,

Re: Monthly Report – Building Remediation Works

Please see the below project update for your information. This update is for the end of month for March 2025.

1.0 Project Status

- Overall, this job is progressing well.
- Most of the complex works have been completed with 74% of the individual lot balconies being completed.
- The hydraulics works have been undertaken to provide additional down pipes and remove water from the roof and decks.
- A Large portion of the alloy cladding has been finished to the upper floor.
- The project is currently within budget.
- It is noted there is anticipated variation for the privacy screens being upgraded to alloy.
- Other variations may still be applicable.
- Contracted practical completion: 30 September 2025.
- Weather Contingency: 20 working days.

2.0 Permits and Approvals

- Secondary Consent received from Council for the change to the façade (Change of FC sheet to ACP cladding on Level 4)

3.0 Summary of works

Number	Items	Details	% Complete
1.00	Pre-Start Works	Works associated with initial project establishment on and off site.	100.0%
1.01	Contractor Management - Head Contract Preliminaries	Site management for the project.	75.0%
2.00	Cladding Works	External cladding works to the property at various locations. Also including the works to the perimeter walls of Level 4.	60.0%
2.01	Access / Scaffold Works	Scaffold and crane hire for the project.	80.0%
2.02	Demolition/Prep/Common Areas	Removal and disposal of areas where works to be completed.	95.0%

		Common area works including upper waterproofed concrete roof areas.	
3.00	Façade Repairs including timber screens	Render / Cladding works. Timber batten screens that are on the façade in various locations.	55.0%
4.00	Builders works in conjunction	Works to associated areas where the overall works are taking place.	45.0%
5.00	Provisional Sums - Hydraulics	Works associated with further downpipes from the metal and concrete roof areas. Core holes and running of new downpipes to remove water as required.	75.0%
6.00	Balconies	Waterproofing and supply and install of new tiles on pedestals.	74.0%

4.0 Future works

Over the next month Miller Projects have identified the following areas where works shall take place.

- Balcony works to final tenancies to continue.
- Alloy cladding installs to be finalised.
- Screen batten works.

5.0 Risks & opportunities

Major risks presented on the project are tabled as below. These will be reviewed and monitored throughout the project.

Risk	Risk Consequence	Risk Priority	Risk Mitigation Measures
Project over budget due to latent conditions.	Cost	High	Many investigation works have been completed and some risks here reduced. The roofing / plumbing contractor has indicated works shall be remedial in nature. The timber screens shall have to be further investigated
Delivery of program	Program, Cost	High	The builder is currently tracking on program.
Public and building tenant safety	Delay, Cost, Reputation	High	Site manager to be present onsite at all times, monthly site walks to note safety concerns, ongoing comms with building tenants.
Disruptive works	Delay, Occupant Satisfaction	Medium	Noisy and impactive works should be expected. Excessive noisy works and services disruption works to be communicated to building tenants within agreed notice periods.

We trust this information meets your current requirements. However, don't hesitate to contact us if you require additional information or clarification.

Sincerely,



David J. Austin
Senior Project Manager

Go Projects Australia

Committee Report for 2025 Annual General Meeting
OC1 & OC2 Building Management & Maintenance

The following update covers repairs, maintenance and management of issues since the last AGM and the Committee's plan of work for 2025-2026.

- All Committee members are lot owners who volunteer our time, and continue to spend a considerable amount of our own personal time on this project. The Committee continues to meet regularly to continue to progress the Remediation Project, as well as to discuss all other OC issues that arise. All decisions are voted on and made collectively by the group.
- Acknowledgement of commitment, dedication and hard work of all Committee members.

Remediation Works update to be provided separately by David Austin (Go Projects) and Craig Millar (Millar Projects).

- The Committee's main focus continues to be to progress the Remediation Project. Both the Common Property Works Project, as well as offer support and facilitate private works as required.
- The Committee would like to thank everyone for making payment in a timely manner. The project remains on budget with adequate cash flow and a loan is not required. We would like to again acknowledge the huge emotional and financial burden this situation is placing on everyone. We continue to remain motivated to have the works completed to a high standard, in a timely manner and at a reasonable cost to resolve the longstanding and ongoing water ingress issues at the building.
- The Committee thank Craig who continues to be pragmatic, proactive and responsive. He has continued to communicate his progress to us in a timely manner and has been a pleasure to deal with. His can-do attitude is appreciated and whilst, as expected, some issues have arisen Craig has effectively resolved them.
- Similarly the Committee want to acknowledge and thank David and Vytas from Go Projects for their ongoing support and guidance throughout this process.

Building Upgrades 2024

- Nil to date.
- To be considered if funds allow once Remediation Project is complete.

Maintenance & Administration

- Andrea Hunter, Strata Manager is very responsive, reliable and offers significant guidance and support. Similarly, Kunal (CEO) has also provided guidance and support as required.
- Insurance: The insurance renewal process has once again been highly stressful, as the insurance company refused to renew our policy without an executed contract with the builder. The lawyers finalised their negotiations just days before the policy expired. While Coverforce has been proactive in securing a new policy, our options have remained very limited and costly due to the building defects. The broker has mentioned that she will explore other market options once the works are near completion (around 80-90% done). The current policy expires on 20/09/2025. As the rectification works are progressing positively, the Committee has decided to begin exploring alternative options as a starting point. A Committee volunteer has kindly taken the lead in reviewing our existing insurance and will be liaising with Jeremy, a broker from CCIB, who was previously recommended by a Lot owner. Jeremy comes highly recommended and has suggested that we first develop a comprehensive profile of the building before going to market to improve our chances of securing a more favorable insurance policy with lower costs. Once this process has occurred we will revert back to Coverforce to compare our options.
- Window Cleaning common areas: Works remain on hold until other priorities have been addressed.
- Welcome packs being distributed to all new residents by Turnbull Cook. All standard packs go out with log in details for access to SMATA Portal.

Unplanned Maintenance 2024-2025

- Burst main water pipe on private side (not council property) rectified by Vic City Plumbing. Process involved demolition of asphalt road hydro-excavate down to burst pipe depth. Identification of the burst pipe to be on the private side of the pipework and not on council property. Identify the burst pipe to be the result of a faulty rubber gasket and sheared bolts. Repair at a cost of approximately $10K

Waste Management & Cleaning

- A review of our Environmental Cleaning provider and contract was undertaken by a volunteer Committee member, subsequently Greenlife has been replaced with BCCS.
- On site Committee members report that the cleaning standard is quite high and they are pleased to advise that the cleaners are undertaking all tasks as expected with nil issues.
- No dumping of hard rubbish. Private arrangements to be made by residents for collection of hard rubbish.
- Twice-yearly hard rubbish removal being undertaken by Urban Waste . Standing collection due in February of each year and as needed as part of common area upkeep. Signage up stipulating that hard rubbish is not to be dumped. Contact details of Urban Waste are included for residents to make private arrangements. Welcome packs stipulate no dumping of hard rubbish. Less hard rubbish items being dumped according to on-site OC Committee residents, however some rubbish still being dumped and subsequently costs are being incurred by all owners.
- Rubbish chute unclogging and cleaning occurring as required. Please be mindful of items sent down the chute (cardboard, take away food etc) that can clog the chutes.
- Carpet cleaning: forms part of routine cleaning. It was previously noted that additional cleaning has been required following a recent increase in pets (dogs) living at the property. The OC requests responsible pet ownership at all times.

COVID-19

- The Committee continues to rely and acts upon the advice of Turnbull Cook to ensure it meets any further DHHS COVID-19 guidelines and requirements.

Building Safety & Security

- Mailbox break-ins: Nil further break ins reported.

Service Arrangements

- As per above (Turnbull Cook and BCCS).

Plan of Work 2024-2025

Item	Category	Action Item	Owner	Due	Status
1.	Remediation Project	Continue to progress Common Property Works Project. Support and facilitate private works as required.	Lot Owners C'tee Contractors	Ongoing	Open
2.	Building Administration	Chairperson as main contact is very useful and aids streamlining of processes. Committee and TC will endeavour to continue to identify and implement ways to improve the partnership between TC and the Committee to reduce follow-up, minimise delays and improve service delivery on behalf of the Owners Corporation	C'tee	Ongoing	Open

3	Building Safety & Security	Monitor advice from DHHS/SCAV so building complies with COVID protocols.	TC	Ongoing	Open

Turnbull Cook
ABN 79 092 466 987
Level 6, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008
03 8697 0600
info@turnbullcook.com.au

Approved Budget
to apply from 01/01/2025

The Owners of OC--PS512432Q-1 — 151-155 Burwood Road, HAWTHORN VIC 3122

Administrative Fund

	Approved budget
Revenue	
Levies Due--Admin	219,130.00
Total revenue	219,130.00
Less expenses	
Admin--Auditors--Taxation Services	230.00
Audit/Taxation/BAS Charges	1,600.00
Insurance--Premiums	120,000.00
Maint Bldg--Airconditioning/Ventilation	3,000.00
Maint Bldg--Cleaning--Chute	1,000.00
Maint Bldg--Cleaning--Windows/Glass	2,800.00
Maint Bldg--Essential Services	8,500.00
Maint Bldg--Essential Services--Monitoring	2,000.00
Maint Bldg--Garage Doors	1,000.00
Maint Bldg--General Repairs	2,000.00
Maint Bldg--Lift	10,000.00
Maint Bldg--Plumbing & Drainage	20,000.00
Maint Bldg--Roof Anchor Points	1,000.00
Management Fees	10,200.00
Management Fixed Charges	2,500.00
Management Services - Professional Fees	8,000.00
Utility--Electricity	9,000.00
Utility--Gas	2,000.00
Utility--Waste Management	14,000.00
Utility--Water & Sewerage	300.00
Total expenses	219,130.00
Surplus/Deficit	0.00
Opening balance	68,564.52
Closing balance	$68,564.52
Total units of entitlement	20180
Levy contribution per unit entitlement	$11.94
Budgeted standard levy revenue	219,130.00
Add GST	21,913.00
Amount to raise in levies including GST	$241,043.00

Maintenance Fund

	Approved budget
Revenue	
Levies Due--Sinking	18,000.00
Total revenue	18,000.00
Surplus/Deficit	18,000.00
Opening balance	579,090.83
Closing balance	$597,090.83
Total units of entitlement	20180
Levy contribution per unit entitlement	$0.98
Budgeted standard levy revenue	18,000.00
Add GST	1,800.00
Amount to raise in levies including GST	$19,800.00

Committee Report – Annual General Meeting 2023

Building Remediation Works

History and Context

VCAT action brought by developer

- As per the settlement terms, an independent company, Chadoak Pty Ltd, were engaged to confirm the waterproofing defects were rectified for lot 401 (approx. cost $2,412 including GST) and this was performed on June 11th, 2021. The report provided confirmed that the balcony is now waterproof.
- It is worth noting that SMA Building Pty Ltd sold lot 401 last year (2021) and is no longer the owner, however, Tisher Liner FC law advised us they are still liable for the settlement terms, which we (the OC) pursued them for. As such, in September 2021 SMA Building Pty Ltd fulfilled the settlement terms and paid the $2,412 for the waterproof testing of the balcony. This matter is now closed.

From 2021 AGM Report (July):

- The OC had intended to obtain final quotes for the Common Property repairs and for the Private Lot works that owners have consented to include in the project in the final quarter of 2020. However, it has taken longer than anticipated to finalise the scope for numerous reasons. These include COVID-19 restrictions and the fact that the initial inspections were performed in 2017/18, and new problems have arisen from the previously identified defects.
- The committee decided, in order to ensure works are all encompassing and completed successfully, to engage a waterproofing expert to reassess and finalise the scope of the works, liaise with builders to send works for tender and to project manage the construction phase of the project.
- To fulfil this role, the OC selected Karl Wooton from Australian Waterproofing Consultants (AWC) and sought a quote for the following 3 stages: 1. Inspecting and finalising the scope; 2. Sending out the work for tender; 3. Project management of the repair works with the selected builder. We have met with Karl to discuss the details of this and are awaiting his quote for the above. Once we receive the quote, the OC will be issuing a special levy to cover stages 1 and 2. Please note, settlement funds cannot be used towards this aspect of the project, they can only be used in the constructions phase, stage 3 of the project management.
- It is noted that the final scope that will be tendered upon will only include the Common Property repair works and the Private Lot works of lot owners who have consented to include their works in the project. It is also noted that where a lot owner is entitled to a contribution from the $500k settlement funds towards the cost of repairs to their private lot, this contribution will only be made if the private lot works are consented to as part of the project. If a lot owner did not consent to include their private lot repairs in the project and subsequently finds that they are required to repair their private lot, no contribution from the settlement fund will be available. Further details of the allocation of the settlement funds can be found in the June FAQ document that provided to all owners (contact Jake Tudor if you would like to see this).
- It is currently hoped that final quotes will be received in November 2021, with a special resolution then circulated to all members of the Owner's Corporation to vote on the project proceeding and the required special levies to be raised. Based on this, the revised target timing for the project is as follows:
    - Issue and collect special levy for the Project – Start September 2021
    - Finalisation of Project scope – End September 2021
    - Issue of Final Request for Tender – Early October 2021
    - Final pricing back from preferred tenderer(s) for the Project – Mid November 2021

- Final cost allocation completed between cost of common property and private lot repairs – December 2021
- Communication with lot owners of final costs (for both private lot and common property works) and voting on special resolutions to raise special levies and proceed with the Project – January 2021 / February 2022
- Lot owner payments required for private lot works (paid by private lot owners who consented to include their works in the project) and common property works (raised as a Special Levy) included in Project – Q1 2022
- Commencement of works – Q2 2022 (subject to receipt of funds from Special Levy)

From 2022 AGM Report (July):

****On the 23rd of December, 2021 the OC committee requested an update from AWC, as to if the inspections were completed and what they found, this was their reply:***

I am somewhat concerned about the level of cracking seen at the external light weight cladding elements at level 4 in particular. We will have to have a close look at what we are going to do here. The remedial works required may be more extensive than when this was originally scoped. It should also be noted that the material supplier (James Hardie) have removed this product from the market in 2021. We will need to assess whether the cladding and jointing materials are still available or whether another supplier could be found.

There are several aspects to this that we should consider

Repair or replacement.

Repair should still be able to be carried out however there will need to be quite extensive repairs due to the amount of movement I can see that has occurred over time. I would be concerned that the cladding will crack again over time so we will need to discuss this further with you and the committee I think.

Replacement perhaps should be considered given the degree of cracking seen during our recent visit – However this is a major undertaking.

With replacement we would look at using a similar light weight material but it will entail a lot more design work and will trigger the need for a permit.

Given the extent of cracking if we were to go down the repair option I think this will also trigger a need for a permit as well, however we look to get advice on this in the new year.

We will be starting on the scope in January and will update you asap.

- AWC were contact via email on 27 Jan and 10 Feb 2022 (they were shutdown till the 17 Jan) for an update in regard to finalising the scope, they have yet to respond. It is a priority for the OC to progress this and all efforts are being made to keep this moving and we see 2022 as the year the works should commence.
- The OC committee will update owners on the final scope as soon as it is received by AWC. If you would like the OC committee to submit questions to AWC for a response, please email these to Jake Tudor via the 'Contact' page on the Owners Corporation website (https://www.151burwoodroadhawthorn.com/contact).

Issues and Actions arising in last 12-18 months

It should be noted and acknowledged that Dimitra Zotos stepped away from the coordination role in October 2022 due to personal reasons. The OC committee owes a significant debt to the amount of work and effort Dimmy has contributed to this project and despite many frustrations and delays stayed focused and committed. There are many others who have contributed and also need thanks but Dimmy has led this work admirably for a long time.

Dimmy handed over to Brendan Coulton with intermittent support from David Bratby who has a lot of knowledge and history of the project, to continue coordinating and progressing remediation works.

Finalising the Scope of Works

Handover:

- Brendan, David and Dimmy meetings conducted
- Files saved to google drive
- Confirmation with AWC, documentation and VBCS of all In-Scope properties having work completed as part of the rectification project.
- Introductions and meeting with AWC to confirm status of project and next actions
- Reconciliation of budget vs expenditure

Cladding

The OC Committee agreed to seek review and advice on options for the treatment of the Cladding as part of the remediation works based on the updated advice from AWC as noted above.

AWC was requested to provide a scope of works and engage Insite Engineering Pty Ltd as a specialist service to assess and report on the cladding status and options for treatment within the remediation works.

Works scheduled for November 2022

The inspection was delayed for a number of reasons including:

- Safety issues regarding the roof anchor points not meeting current standards meant the consultants could not abseil down the building to complete the inspection.
- Safety issues with handrail and access point to roof via manhole on level 3. This work was assess and scoped with handrails and safety issues addressed to current standards.

Anchor Points Installation

A scope of works was determined for review and installation of new anchor points, including the installation of a handrail at the manhole point for safe access and egress.

There was a delay in the scheduled appointment for this work to be completed on October 24th 2022 due to an administration failure with VBCS.

The new anchor points system was installed and certified on 23RD November 2023. This delay pushed the ability for the cladding inspection to early 2023.

Cladding Inspection Conducted on Wed 8th February. Thanks to owners for providing access at ground level for the consultants to re-enter building following abseiling.

Scope of Investigation:

Insite Engineering conducted site-based investigatory works on the eastern and western elevations of the building, via industrial rope access techniques and on foot at an accessible Level 4 balcony at the southern end of the building.
The investigation included a visual and tactile inspection, detection of concealed envelope wall framing via a stud-finder, verification of wall build-up details via small diameter penetrations made through the CFC cladding in strategic locations, use of a borescope and probing of joints to verify details around window penetrations.

Observations by Insite

- The cladding is compressed fibre cement (CFC) with an acrylic render applied over the joints between adjacent cladding panels.
- Cracking to the cladding was observed around fixings, windows, and panel joints.

- The acrylic render over panel joints has failed in some locations, and there is evidence of attempts to seal these exposed joints.
- The cladding is suffering from noticeable deflections due to its lack of rigidity and the differential stresses between different materials.
- As-Built Arrangement
  - The CFC cladding has not been installed in accordance with the design.
  - The cladding is noticeably 'mobile' (exhibits lateral deflection under relatively light hand pressure) and this suggests that it is not sufficiently rigid. As a result, the envelope wall does not behave as a homogenous element, which has likely caused the cracking around the fixings in the least ductile material in the walls (the CFC cladding).
  - The cladding is directly fixed to the stud wall frames, with no secondary structure to pack out the alignment of the external face and ensure a plumb and true finished alignment.
  - The cladding is thinner than stated in the design (8mm instead of 13mm).
  - There is a range of other defects noted, such as improper treatment of window penetrations.
- Conclusion
  - Attempting to repair the cladding by applying a new render surface is unlikely to achieve a 25-year service life. If the current CFC cladding is used as a substrate for a new rendered surface, the observed condition and deterioration is likely to become apparent again.

Identified Options:

1. Completely remove the CFC cladding and reinstate with a new wall system design (most expensive and effective option). This would require further time and design work to develop the replacement methodology. However it would help the OC to achieve a more effective and complete weatherproofing and waterproofing system for the building.
2. Carry out localised repair to cladding issues as they arise. It must be noted that AWC cannot guarantee a long-term solution and in some areas, failures may recur or repairs may not be durable due to practical limitations. However this could be the most sensible option considering the significant cost of the alternative. If this option is selected, the design could be finalised in a shorter timeframe and the work could then be put to tender.

Decision:

AWC agreed to meet with the OC to discuss the above options and support discussions to make a decision on the way forward. Key considerations included:

- Potential time frames and delay to current remediation project. (Includes engineer design to include in scope of works)
- Cost of replacing cladding
- Issue of incorrect installation and product used
- Render existing cladding and local repair – longevity and durability – limited guarantee

The OC Committee met on March 9th 2023 with the following decisions relating the Remediation Works:

1. Proceed with current Rectification works as scoped and detailed by AWC to address waterproofing issues. This will be with a modified approach to the cladding which will be a temporary and modified approach to make good waterproofing, noting this will not be a permanent fix but provide time to consider the Cladding options and not delay the rectification works any further. It was noted that the temporary cladding solution is time limited and may require ongoing local fixes for any future leaks.
2. AWC will modify the scope of works and provide a final scope of works for OC Committee approval. Upon approval finalise tender document and seek tender submissions.
3. Engage a specialist consultant to review cladding and provide a preliminary guidance on best solution for replacement of the cladding.

Outcomes to date:

1. The Final Scope of Works has been received by Australian Waterproofing Consultants on 17th April. This full report is attached to this report.

   A quick summary of the updates are:

   - Addition of temporary lightweight cladding repairs
   - Further inclusion for the Contractor to seek civil engineering input where required
   - Allowance for paint matching and approval
   - Allowance for timber repairs (if necessary)

   The Pricing Schedule is currently being completed that will include a spreadsheet of work items and specifications. This will provide some insight into what a balcony tiling might cost for example.

   The OC are required to provide direction and decision on tiles, type and size. Consideration of choice for tenants of 2-3 or one option only.

2. OC Committee approved progression to Stage 2 of the Scope of Works- Tendering

   Prepare a tender package including:
   - Letter of invitation to tender;
   - Tender form;
   - Tender Conditions and Contract for the works (if not supplied by the OC);
   - Tender Pricing Schedule; and
   - All technical design documentation.

   AWC will assist the OC in navigating the tendering stage and will help with identification of up to three suitable contractors and develop a timeline for tender submission. Correspondence with the tenderers and the OC will be conducted via telephone or video conference. Face-to-face meetings can be arranged but will incur additional costs.

   AWC has allowed for the following tasks during the tender period:
   - Management of tenderer communication and respond to questions and RFIs;
   - One on-site tender meeting with tenderers (two representatives from AWC for up to four
   - hours);
   - Receive the tenders on behalf of the OC;
   - Review submitted tenders on the basis of technical approach, pricing and construction method;
   - Recommend a tenderer for the works based on the submissions received. AWC has allowed
   - for one face-to-face meeting with a representative of the OC for four hours to present and
   - discuss the tender submissions. The final tenderer recommendation will be presented via a
   - tender assessment letter addressed to the OC; and
   - Revise the Technical Specification (Issue for Construction) based on any clarifications and
   - changes during the tender phase.

   The Tender Timeline and Process
   - Tender Documents will be finalised X
   - Tender Advertised to Market
   - Tender Applications Close
   - Tender Assessments
   - Preferred Contractor Identified
   - OC to Approve Contractor

3. Specialist Consultant contacted on 23rd March and quote requested for detailed inspection and costing to understand what the potential costs and scope of works might look like before making any further decisions regarding future treatments of the cladding. AWC requested to send all documents related to the Rectification works, this has been done and AWC are following up.

Next Steps:

Finish off the tender documents which will require a few more weeks. Upon release of the information to the contractors AWC will arrange to take contractors on site so they may get a better idea of the scope for their quoting. Generally, this would take 2-4 weeks from the inspection date for contractors to prepare their bid.
On top of that there will be some time to review the tenders before submission of our tender assessment and ultimate recommendation.

In terms of obtaining a suitable works contract, AWC have suggested the OC consider and or seek advice for options:

1. Let the contractor propose a set of terms (and possibly negotiate those). This has a higher risk as the terms will typically favour the contractor. This approach is sometimes used on smaller projects. However it is important to review their proposed terms and understand the risks, and a lawyer would be best to help with this.
2. Use a standard contract, for example one of the Australian standards (for example AS 4905 for a superintendent-administered project) or other standard contracts such as those mentioned in the link above (AS 4000, AS 4906). AWC are not lawyers so we can only provide limited advice on this as it's outside their area of expertise. Note the annexure in Part A (page 21 of AS 4905-2002) or other equivalent annexures would need to be completed.
3. Obtain advice from a lawyer on an appropriate form of contract. This is the best option from a risk management perspective as in our experience the lawyer would typically be able to suggest or prepare a contract and terms that favour the OC. Russell Kennedy is a law firm that we have worked with before on another project (Kyle Gillan: KGillan@rk.com.au) and there are other law firms with experience in construction contracts too.

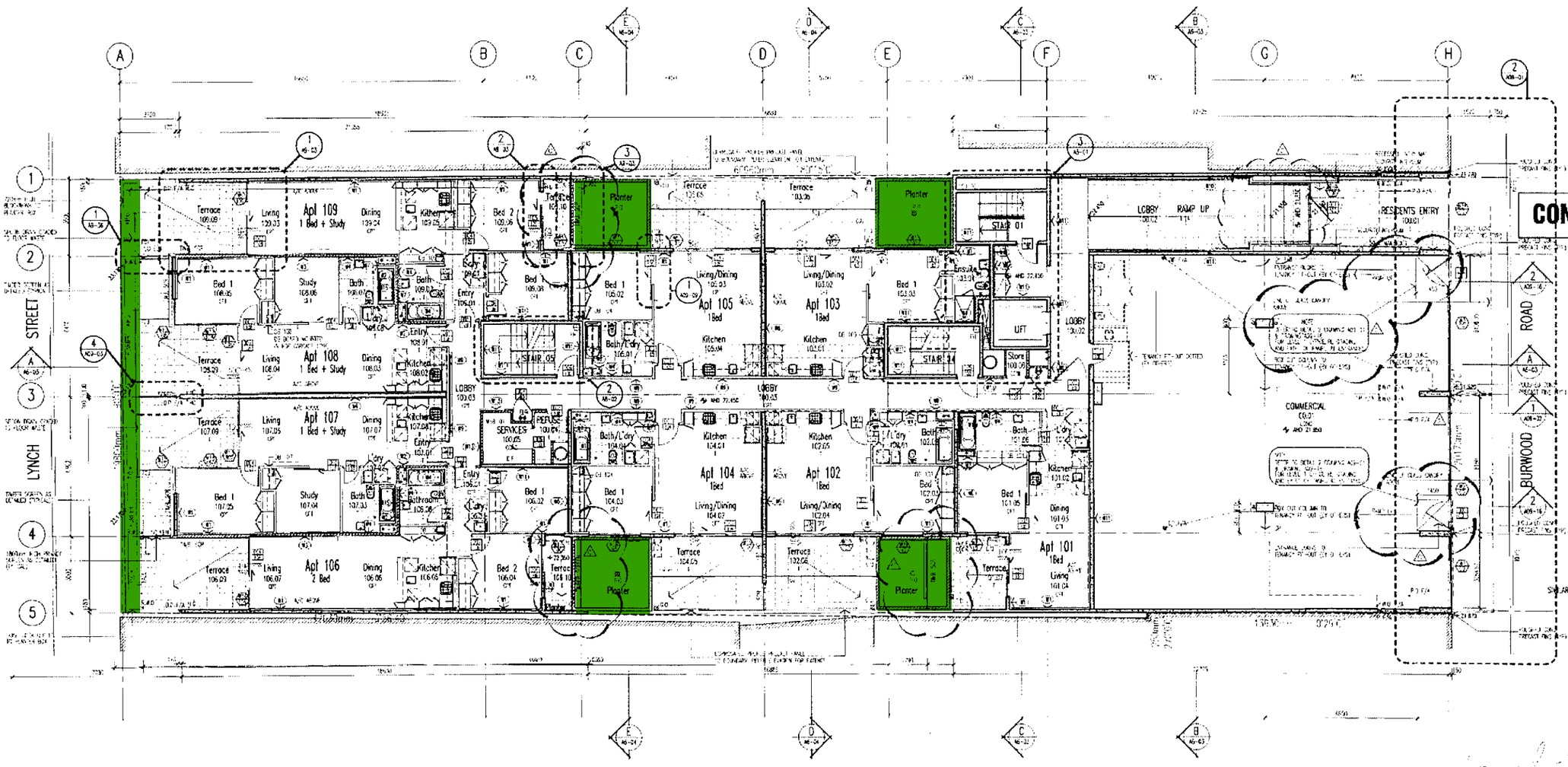
OC Committee to consider and make decision regarding contract option.

2023 Remediation Works TImeline:

- The timeline proposed from the last AGM was not achieved and has been updated as followed:

Item	***Action***	***Update***	***Status***	***Responsible***
1	*Issue special levy to engage AWC*	*Issued 09/21, due/collected 10/21*	*Completed*	*OC & VBCS*
2	*AWC Stage 1 Inspections*	*Inspections done 12/21*	*Completed*	*AWC*
3	*Install new Anchor Point System*	*Unexpected requirement- Installed and certified.*	*Completed*	*OC*
4	*Cladding Inspection*	*Completed by Insite with Report*	*Completed*	*AWC-OC*
5	*OC Special Meeting*	*Decisions required- treatment of Cladding and Remediation Works* *AWC presented*	*Completed*	*OC*
6	*AWC Stage 1 Finalise Scope*	*Completed*	*April 2023*	*AWC*
7	*Provide AGM Progress Report*	*Completed*	*April 2023*	*OC – BC*
8	*AWC Stage 2 Tender Requests*	*In Progress*	*April 2023*	*AWC*
9	*AWC Stage 2 Final Pricing*	*Yet to commence, anticipated 05/23*	*June 2023*	*AWC*

10	*Final Cost allocation*	*Yet to commence, anticipated 05/23*	*June-July 2023*	*Surveyor*
11	*Communication Final Cost to Owners & Special Resolution*	*Yet to commence, anticipated 05/23 –06/23*	*July 2023*	*OC & VBCS*
12	*Lot Owner Payments – Special Levy Collection (private &*	*Yet to commence, anticipated 06/23*	*July onwards 2023*	*OC & VBCS*
13	*Commencement of works*	*Builder availability dependent on Tender Outcome*	*August +2023*	*TBA*



CONSTRUCTION ISSUE

FIXTURE AND FITTINGS LEGEND

WALL LEGEND – REFER DRAWING

NOTE:

APARTMENT SYMBOL LEGEND

GENERAL LEGEND:

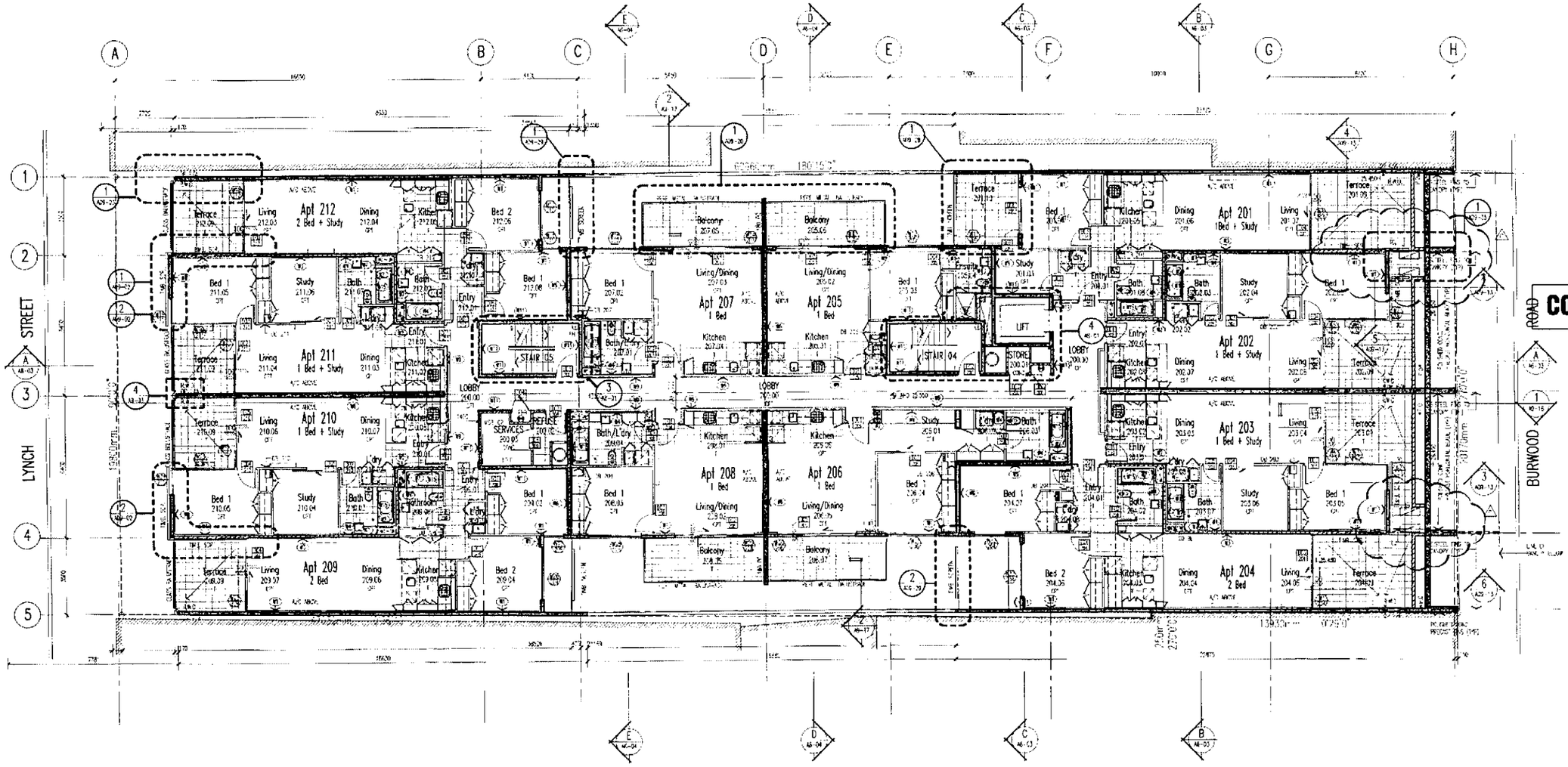
GENERAL NOTES:

PROJECT
NEXT APARTMENTS
151 - 155 Burwood Road
Hawthorn
for
SMA Projects

DRAWING
Level 1 Floor Plan

DATE	SCALE @ A1
11.12.2002	1:100
DRAWN	CHECKED
DTH	
JOB No.	DRAWING No.
3365	A02-03
	REVISION
	C

SYNMAN JUSTIN BIALEK ARCHITECTS



CONSTRUCTION ISSUE

FIXTURE AND FITTINGS LEGEND

TOILET SUITE
BATH TUB WITH SHOWER OVER
VANITY BASIN AND CABINET (REFER PLAN & ELEVATION DETAILS)
TILED LAUNDRY ALCOVE WITH STAND PIPE (REFER PLAN & ELEVATION DETAILS)
SHOWER RECESS WITH SCREEN & 200Ø SHOWER ROSE/RAIL (REFER PLAN & ELEVATION DETAILS)
CONVERSE
FLOOR WASTE OR STORMWATER OUTLET
RAIN WATER OUTLET OR RAINWATER HEAD
FIRE HYDRANT
FIRE HOSE REEL
CONSTRUCTION JOINT, ADJUSTABLE SEALANT CO-ORD TO MATCH GROUT
REFER KITCHEN ARCH'S ELEVATIONS (REFER PLAN & ELEVATION DETAILS)
LAUNDRY
TYPICAL GALLEY KITCHEN LAYOUT (REFER PLAN & ELEVATION DETAILS)

WALL LEGEND – REFER DRAWING

200 PRECAST CONCRETE WALL
300 PRECAST CONCRETE WALL
150 PRECAST CONCRETE WALL
175 PRECAST CONCRETE PANEL
110 GALVANISED WALL / STUD ATTACHMENT WALL REFER TO PLANS FOR LOCATIONS
90 BRICKWORK WALL REFER TO PLANS FOR LOCATIONS

NOTE:
FOR FULL DESCRIPTION OF WALL TYPES AT TOP REFER TO A5-01 AND A5-02 FOR KEY PLAN OF TYPICAL WALL TYPES AND TYPICAL DETAIL SECTION DETAIL
REFER TO STRUCTURAL ENGINEER DRAWINGS FOR WALL LAYOUT AND DETAILS OF LOAD BEARING AND SHEAR WALLS

APARTMENT SYMBOL LEGEND

Dining — ROOM NAME
105.26 — APARTMENT FLOOR NUMBER
— FLOOR FINISH
DOOR NUMBER / APARTMENT NUMBER
WINDOW NUMBER / APARTMENT NUMBER
AND 15.450 FLOORS LEVELS TO U.N.O.
W10 — WALL TYPE REFER TO A5-01 & A5-02 FOR DETAIL

GENERAL LEGEND:

AC	AIRCONDITIONING	PB	PLASTERBOARD LINING
ACP	ACOUSTICAL INSULATION	PTN	PARTITION
AL	ALUMINIUM	PT	PAINTED
ALF	ALUMINIUM FRAMED GLAZING	PWD	PAINTED TO CONCRETE FINISH
ALT	ALTERNATIVE	RC	REINFORCED CONCRETE
ASP	ASPHALT	RH	RAINWATER HEAD
BAL	BALUSTRADE	RWP	RAINWATER PIPE
BR	BRICK	SC	SOLID CORE
CB	CONCRETE BLOCK	SD	SMOKE DETECTOR
CF	CEILING FAN	SF	SPRINKLER
CG	CLOTHES LINE GUARD	SH	SHOWER
CT	CERAMIC TILES	SK	SKYLIGHT
DP	DOWN PIPE	SP	SPRAY
EF	EXHAUST FAN	SS	STAINLESS STEEL
EJ	EXPANSION JOINT	ST	STEEL
EP	EMULSION PAINT	STR	STRUCTURAL
FC	FIBRE CEMENT	TB	TOWEL RAIL
FF	FINISHED FLOOR LEVEL	TC	TERRACOTTA
FL	FLUORESCENT	TD	TUMBLE DRYER
FP	FIRE PLACE	TF	TILED FLOOR
FR	FRIDGE SPACE	TR	TOILET ROLL
GB	GLASS BLOCK	TW	TILED WALL
GI	GALVANISED IRON	UC	UNDERCOAT
GL	GLASS	VP	VINYL PAINT
GP	GYPSUM PLASTERBOARD	WC	WATER CLOSET
GT	GLASS TILE	WD	WOOD
HB	HOSE BIB	WM	WASHING MACHINE
HR	HOSE REEL	WP	WATERPROOFING
HT	HEATER	WR	WALL RACK
IC	INSULATION CEILING	WT	WATER TANK
IW	INSULATION WALL		

GENERAL NOTES:

REFER TO ELECTRICAL DRAWINGS FOR ALL
REFER TO MECHANICAL DRAWINGS FOR ALL
REFER TO MECHANICAL ACCOUSTIC DRAWINGS FOR ALL
REFER TO STRUCTURAL ENGINEERS FOR ALL
REFER TO LANDSCAPE DRAWINGS FOR ALL
REFER TO ELEVATIONS FOR EXTERNAL FINISHES
REFER TO DETAILS FOR ALL
- ALL FLOOR PLANS SHOWN INDICATIVE ONLY REFER TO STRUCTURAL ENGINEERS AND SPECIALISTS DRAWINGS FOR SETTING OUT AND ALL LEVELS
- PROVIDE EXPERT AND INSPECTION TO ALL WORKS IN SHAFTS
- PROVIDE ACCURATE SETTING OUT TO ALL WORKS AND ALL WORKS TO BE PLUMB AND TRUE
- PROVIDE ALL LIGHT AND POWER TO ALL WORKS AS REQUIRED
- PROVIDE FIRE STOPPING TO ALL PENETRATIONS THROUGH FIRE RATED WALLS AND FLOORS
- PROVIDE FIRE LIGHT UNDER AT TO ALL EXTERNAL SURFACES FOR HOUSE OVER AT WALL SIDING
- POWER FOR ALL ALARM AND SMOKE HEAD TO ALL PVC AND STEEL PIPE WORK
- WHERE NOTED PIPES CLOSE ABOVE CEILINGS OF INFLAMABLE WORKS PROVIDE SPRINKLERS AT A DISTANCE OF 300mm MIN. DIRECTIONS FROM PIPE
- WHERE NOTED ROOMS INCLUDE BEDROOMS LIVING DINING AND KITCHENS
- NON-SPRINKLER ROOMS INCLUDE BATHROOMS LAUNDRIES, CUPBOARDS & CORRIDORS
- REFER FOR WATER PROOFING AND TANKING TO ALL WET AREA WALLS & FLOORS
- IF ANY DOUBTS EXISTS, PROVIDE FLOORS AND DRAINAGE
- REFER FOR TIMBER SPECIFICATIONS, SIZES FOR ALL ACCOUSTIC SEALING AND ACOUSTIC WALL PROPOSED FOR ACOUSTIC TREATMENT FOR ALL UNITS
- PROVIDE DRAINAGE REFER FOR EXACT REQUIREMENTS
- REFER TO STRUCTURAL AND DIRECTIONS SHOWN ON ARCHITECTURAL SET SERVICE DRAWINGS
- REFER TO SUPPLIER SPECIFICATIONS
- ALL OUTDOOR AREAS WATERPROOFED AND TILED WITH AREA WALLS & CURBS.
- ALL OUTDOOR OUTLETS, POWERED POINTS AND LIGHTING

APARTMENT FINISHES
- ENTRY DOOR FACINGS AND DOORFRAMES AND TIMBERWORK ADJACENT TO WET AREAS TO BE MOISTURE RESISTANT
- TILES AND TILING NOTES
- SKIRTING TILES TO BE PROVIDED TO ALL LAUNDRIES, DISHWASHER & FRIDGE RECESSES
- TOWEL RAILS, ALL TOILETS MUST BE PROVIDED AND GARAGES SHALL SUPPLY AT LEAST TWO TOWEL RAILS
- PLASTERBOARD SHOULD NOT LESS THAN 10mm THICK NOT ALL PURPOSES THE FLOORS ARE TO BE FINISHED OFF WITH TWO ALUMINIUM RAILS
- CEILING TYPES AND LEVELS TO BE PROVIDED AT TYPICAL LOCATIONS, GARAGES TO
- CLOTHES RAILS TO BE 32mm DIA MIN. CHR. 250 WALL TO 1m, 25mm DIA MIN WHERE LONGER THAN TO AVOID SAGGING
- DOOR STOPS TO BE INCLUDED TO SAFETY DOOR
- BEFORE ANY JOINERY CONSTRUCTION COMMENCES, DETAIL AND DIMENSION THE EXISTING APPLIANCES AND CORRECT TO MANUFACTURERS SPECIFICATIONS
- 19mm THICK MDF BOARD FOR STAIR RISER TREADS 25mm THICK MDF BOARD FOR STAIRS SMOOTH FINISH TYPE MDF

PARTITIONS
- ALL PARTITIONS NOT ARE TO BE USED TO SEAL PENETRATIONS THROUGH FIRE RATED WALLS & FLOORS ARE TO COMPLY WITH THE APPROVED FIRE WALL REQUIREMENTS, SUBSTITUTION OF THE MATERIALS ARE TO BE SUBMITTED TO THE BUILDING SURVEYOR FOR APPROVAL

No	DATE	REVISION	BY	CHK
1	30/01/03	PLANNING AMENDMENTS	DTH	GS
2	24/01/03	ADDITIONAL PLANNING AMENDMENTS	DTH	GS
		PLANNING REVISED TO SUIT ROOF MP		
		TP REVISED TO SUIT MP AMENDMENTS		
		STAGE 1 DEVELOPMENT PLANS		
		AMENDED TO PLANNING		
4	31/03/03	CONSTRUCTION ISSUE	DTH	GS
3	19/03/03	AMENDMENTS TO TP NO.2	DTH	GS
A1	13/12/02	PLANNING REVISIONS TO TP NO.1	DTH	GS
1	25.10.02	TENDER ISSUE	DTH	GS

BUILDER / CONTRACTOR SHALL VERIFY JOB DIMENSIONS BEFORE ANY JOB COMMENCES. FIGURED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED WORK. WORK SHALL CONFORM TO THE SPECIFICATION, OTHER DRAWINGS AND JOB INSTRUCTIONS. ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT / CONSULTANT AND NO STRUCTURE SHALL BE COMMENCED PRIOR TO THE RETURN OF REJECTED SHOP DRAWINGS SIGNED BY THE ARCHITECT / CONSULTANT.

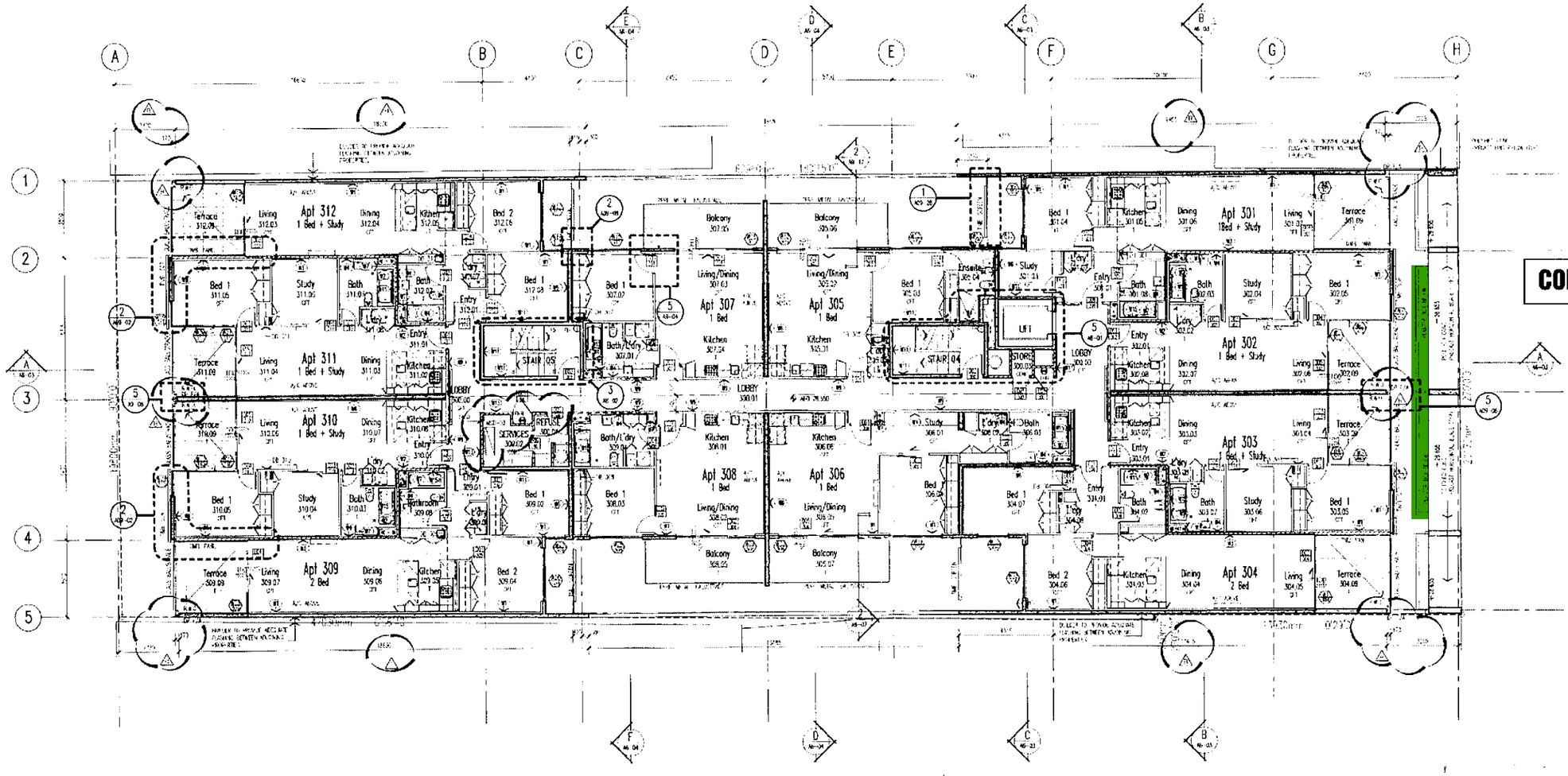
PROJECT NORTH

PROJECT
NEXT APARTMENTS
151- 155 Burwood Road
Hawthorn
for
SMA Projects

DRAWING
Level 2 Floor Plan

DATE	SCALE @ A1
25.10.2002	1:100
DRAWN	CHECKED	REG No
DTH		34
JOB No	DRAWING No.	REVISION
3365	A02-04	C

SJB TALEK ARCHITECTS
25 CONSTITUTION STREET SOUTH MELBOURNE 3205 VIC PO BOX 11 49 SOUTH MELBOURNE 3205 VIC
EMAIL ARCH@SJB.COM.AU TELEPHONE + 61 396866500 FACSIMILE + 61 396866524



CONSTRUCTION ISSUE

No.	DATE	REVISION	BY	CHK
A	10.12.02	CONSTRUCTION ISSUE	EBY	HC
B	13.12.02	REVISED WALKWAY EXHAUST ROOM LAYOUT	EBY	HC
C	17.12.02	GENERAL REVISIONS	EBY	HC
D	23.12.02	TENDER ISSUE	EBY	HC

PROJECT NORTH

BUILDER / CONTRACTOR SHALL VERIFY JOB DIMENSIONS BEFORE ANY JOB COMMENCES. FIGURED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED WORK. WORK SHALL CONFORM TO THE SPECIFICATION, OTHER DRAWINGS AND JOB DRAWINGS. ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT / CONSULTANT AND MANUFACTURE SHALL NOT COMMENCE PRIOR TO THE RETURN OF INSPECTED SHOP DRAWINGS SIGNED BY THE ARCHITECT / CONSULTANT.

PROJECT
NEXT APARTMENTS
151 - 155 Burwood Road
Hawthorn
for
SMA Projects

DRAWING
Level 3 Floor Plan

DATE	SCALE @ A1	
11.12.2002	1:100	
DRAWN	CHECKED	REG No.
DTH		35
JOB No.	DRAWING No.	REVISION
3365	A02-05	B

FIXTURE AND FITTINGS LEGEND

WALL LEGEND – REFER DRAWING

NOTE:

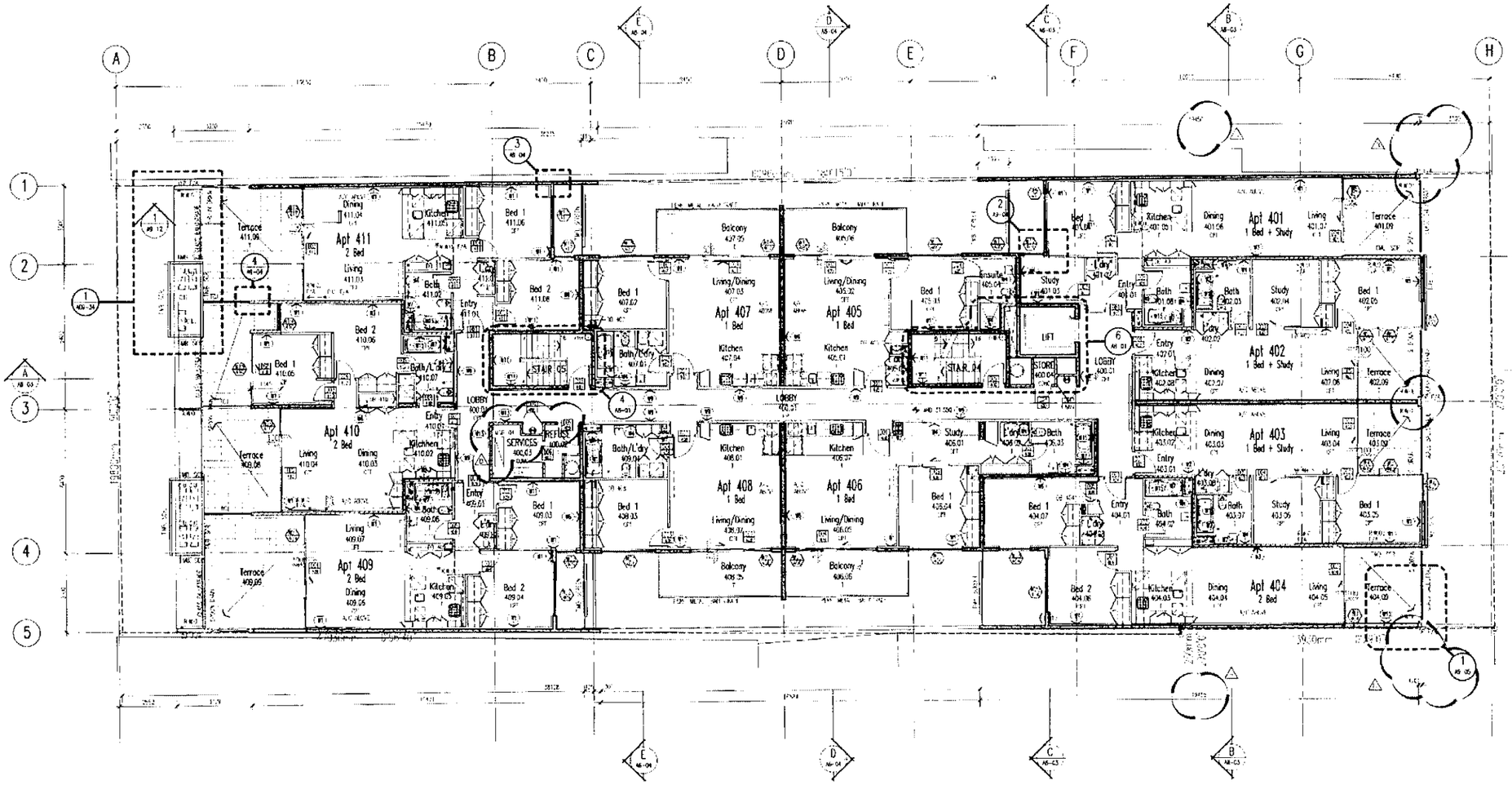
APARTMENT SYMBOL LEGEND

Dining
106.05

GENERAL LEGEND:

GENERAL NOTES:

SJB SYNMAN JUSTIN BAILEY ARCHITECTS
79 COMMERCIAL STREET SOUTH MELBOURNE 3205 VIC PO BOX 1148 SOUTH MELBOURNE 3205 VIC
EMAIL MELB@SJB.COM.AU TELEPHONE + 61 3 9699 8666 FACSIMILE + 61 3 9699 8744



CONSTRUCTION ISSUE

NO.	DATE	REVISION	BY	CHK

PROJECT NORTH

BUILDER / CONTRACTOR SHALL VERIFY JOB DIMENSIONS BEFORE ANY JOB COMMENCES. FIGURED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED WORK. WORK SHALL COMPLY TO THIS SPECIFICATION, THE NCC DRAWINGS AND JOB DIMENSIONS. ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT / CONSULTANT AND MADE AVAILABLE SHALL NOT COMMENCE PRIOR TO THE RETURN OF INSPECTED SHOP DRAWINGS SIGNED BY THE ARCHITECT / CONSULTANT

PROJECT
NEXT APARTMENTS
151 - 155 Burwood Road
Hawthorn
for
SMA Projects

DRAWING
Level 4 Floor Plan

DATE	SCALE @ A1
28.10.2002	1:100
DRAWN	CHECKED
DTH	
JOB No	DRAWING No
4465	A02-06

REG No 36
REVISION B

SJB SYNMAN JUSTIN BIALEK ARCHITECTS

25 DOVER ST STREET SOUTH MELBOURNE 3205 VIC PO BOX 1149 SOUTH MELBOURNE 3205 VIC
EMAIL ARCH@SJB.COM.AU TELEPHONE +61 3 9699 9588 FACSIMILE + 61 3 9699 9734

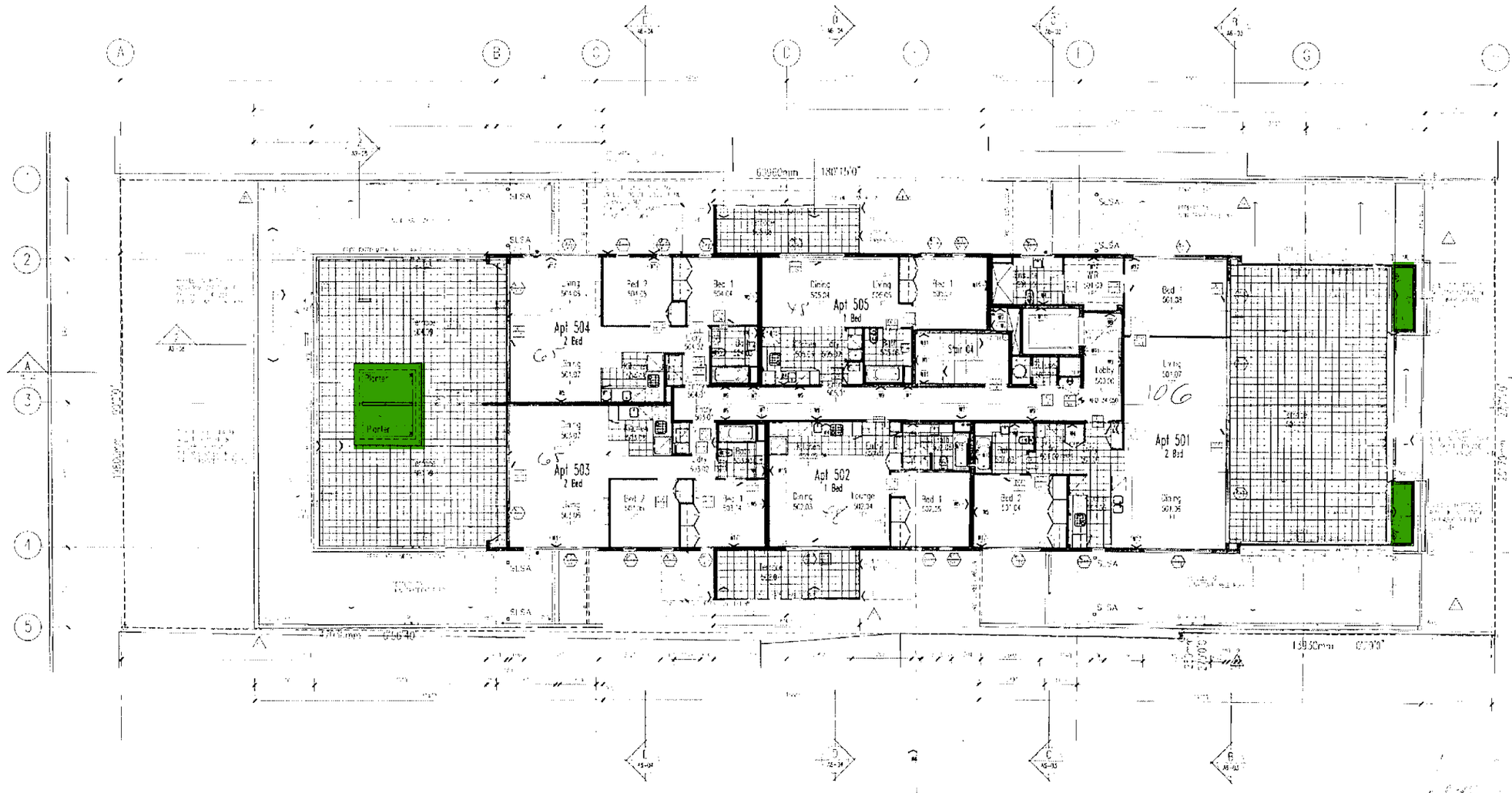
FIXTURE AND FITTINGS LEGEND

WALL LEGEND - REFER DRAWING

APARTMENT SYMBOL LEGEND

GENERAL LEGEND:

GENERAL NOTES:



CONSTRUCTION ISSUE

No	DATE	REVISION	BY	CHK

PROJECT NORTH

BUILDER / CONTRACTOR SHALL VERIFY JOB DRAWINGS BEFORE ANY JOB COMMENCES. FIGURED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED WORK. WORK SHALL CONFORM TO THE SPECIFICATION, OTHER DRAWINGS AND BY-LAW REQUIRES. ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT / CONSULTANT AND MANUFACTURING SHALL NOT COMMENCE PRIOR TO THE RETURN OF INSPECTED SHOP DRAWINGS SIGNED BY THE ARCHITECT / CONSULTANT.

PROJECT

NEXT APARTMENTS
151 - 155 Burwood Road
Hawthorn
for
SMA Projects

DRAWING

Level 5 Floor Plan

DATE	SCALE @ A1
28.10.2002	1:100
DRAWN	CHECKED
DTH	
JOB No.	DRAWING No.
3365	A02-07
REG No.	REVISION
37	E

Bapplo2/2TT2T

VARIATION

Scale plan 1:100 28/5/04

SJB SYNMAN JUSTIN BIALEK ARCHITECTS

25 COMMERCIAL STREET SOUTH MELBOURNE 3205 VIC PO BOX 1149 SOUTH MELBOURNE 3205 VIC
EMAIL APCH@SJB.COM.AU TELEPHONE +61 3 9699 6688 FACSIMILE +61 3 9699 6234

FIXTURE AND FITTINGS LEGEND

WALL LEGEND – REFER DRAWING

NOTE:

APARTMENT SYMBOL LEGEND

GENERAL LEGEND:

GENERAL NOTES:

turnbullcook
STRATA MANAGEMENT

Turnbull Cook
ABN 79 092 466 987

Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008

03 8697 0600
info@turnbullcook.com.au

OWNERS CORPORATION NO: 512432Q-1
151-155 Burwood Road, HAWTHORN VIC 3122

NOTICE TO OWNERS

POSTAL BALLOT FOR COMMON PROPERTY REMEDIATION PROJECT

We act as managers for the Owners Corporation.

The Owners Corporation Committee have worked diligently to obtain the attached scope of works for the **Common Property Remediation Project** to address the waterproofing and cladding building issues.

This is a critical stage in the project and requires the attention of all owners.

Go Projects have been appointed as the Project Manager and Abode Restoration being the appointed builder.

This is a resolution of the Owners Corporation Committee.

These works are of extreme importance to rectify the waterproofing issues impacting both the common areas, as well as private lots, to replace deteriorating cladding, and to maintain the insurance policy. The current insurance policy was extended by six months on the condition these works are completed. Owners need to be aware of potential personal implications if the building is not insured, including but not limited to breaches to mortgage contracts.

The Committee has approved the tender of pricing quote. The cost of the common property remediation works (common property only) amounts to **$1,659,783.77**.

The breakdown of this expense will be provided for your reference. As this cost is significant and far exceeds twice the annual budget, under Section 24 (4) of the Owners Corporation Act 2006 states a Special Resolution is required to strike a Special Levy.

The Special Levy is in addition to standard levies and will be the contribution each lot owner is to make under the Owners Corporation Act Section 24 according to Lot Liability. The Levy Schedule is attached for your reference.

Owners who have opted to be part of the remediation works for private balcony and plantar works, will be provided cost details relating to Private Lot works within 7-10 days, including the allocation of VCAT settlement money for those owners who were part of the legal action.

The Owners Corporation Committee are proposing 2 motions for owners to consider and vote on.

The first motion is to raise a Special Levy for the purposes of funding the Remediation Project (Pursuant to section 24 of the Owners Corporations Act 2006).

The second motion is in accordance with Section 25 of the Owners Corporations Act 2006, states that the Owners Corporation may have the power to borrow money by Special Resolution if the amount exceeds twice the annual income. This will allow the Owners Corporation to borrow money from a loan facility (like you would a home loan or personal loan).

This option will result in a higher expense for the Owners Corporation (therefore all owners) as it will involve high interest rates (approximately 10%), loan processing charges and draw down fees. This is to be used as a last resort only due to the further fees and charges, as well as contingent liabilities associate with taking out a loan against the Owners Corporation. This option would be used to fund any shortfalls in case of emergency

after all other private options have been exhausted. The shortfall loan would be interest inly and for a maximum period of two years.

The Owners Corporation Committee acknowledge this is an important and considerable project to undertake.

An online Q&A session will be held on **Monday 29th April at 6:30pm** in order to address and clarify any queries, questions or concerns. Please submit all queries, questions or concerns, prior to the session via Andrea Hunter **andrea.hunter@turnbullcook.com.au**

Please note the Zoom link will be sent to owners prior to the session.

A Special Resolution is defined in Section 96 as:

96. What is a Special Resolution?
A Special Resolution of an owners corporation is a resolution passed by

(a) if a ballot or poll is taken, 75% of the total of lot entitlements of all the lots affected by the owners corporation; or

(b) in any other case, 75% of the total votes for all the lots affected by the owners corporation.

Eligibility to vote is set out in Section 94 which is:

94. Can a lot owner vote if fees are unpaid?

(1) Subject to subsection (2), a lot owner who is in arrears for any amount owed to the Owners Corporation is not entitled to vote, either in person by ballot or by proxy, unless the amount in arrears is paid in full.

(2) A lot owner who is in arrears for any amount owed to the Owners Corporation is always entitled to vote in a case where a Special Resolution or unanimous resolution is required.

(3) For the purposes of subsection (1), except in the case of a payment in cash, an amount is only taken to be paid in full if it is paid not less than four business days before the vote in question.

The Owners Corporation Committee greatly appreciate if the owners could complete and return the attached ballot form promptly.

Please note: That Ballot papers must be received at this office by the closing date of Wednesday 1st May 2024 at 5:00pm. This can be by reply email or post.

Any Ballot forms received after the closing date cannot be counted in determining the result.

OWNERS CORPORATION PLAN NO.512432Q-1

Andrea Hunter
andrea.hunter@turnbullcook.com.au

The <u>first</u> motion under consideration for the Special Resolution is as below;

"The Owners Corporation, pursuant to Section 24 of the Owners Corporations Act 2006, resolves by Special Resolution to strike a Special levy to the total amount of $1,659,783.77 for the Common Property Remediation Project"

The <u>second</u> motion under consideration for the Special Resolution is as below;

"The Owners Corporation, pursuant to Section 25 of the Owners Corporations Act 2006, resolves by Special Resolution to Borrow Money through a loan facility for any shortfalls in case of emergency after all other private options have been exhausted. the shortfall loan would be interest only and for a maximum period of two years."

See next page for voting paper.

Please note: That Ballot papers must be received at this office by the closing date of Wednesday 1st May 2024 at 5:00pm. This can be by reply email or post.

BALLOT VOTING PAPER

OWNERS CORPORATION NO: 512432Q-1
151-155 Burwood Road, HAWTHORN VIC 3122

Date of issue : Wednesday 17th April 2024

Closing date : Wednesday 1st May 2024 5:00PM

The FIRST motion under consideration is -

"The Owners Corporation, pursuant to Section 24 of the Owners Corporations Act 2006, resolves by Special Resolution to strike a Special levy to the total amount of $1,659,783.77 for the Common Property Remediation Project"

(please tick one box only)

☐ **IN FAVOUR OF THE MOTION**

☐ **NOT IN FAVOUR OF THE MOTION.**

The SECOND motion under consideration is -

"The Owners Corporation, pursuant to Section 25 of the Owners Corporations Act 2006, resolves by Special Resolution to borrow money through a loan facility for any shortfalls in case of emergency after all other private options have been exhausted. The shortfall loan would be interest only and for a maximum period of two years."

(please tick one box only)

☐ **IN FAVOUR OF THE MOTION**

☐ **NOT IN FAVOUR OF THE MOTION.**

Please note: That Ballot papers must be received at this office by the closing date of Wednesday 1st May 2024 at 5:00pm. This can be by reply email or post.

Unit Number/s .....
Please insert the number of your unit(s)

Name .....
Please insert full name of registered proprietor(s)

Signed.....
If property is in the name of a company to be signed by an authorised officer

Date .....

To be returned to:

Post: TurnbullCook
P O Box 6076
St Kilda Central
VIC 8008

Email: info@turnbullcook.com.au
Email: andrea.hunter@turnbullcook.com.au

Please note: That Ballot papers must be received at this office by the closing date of Wednesday 1st May 2024 at 5:00pm. This can be by reply email or post.

BALLOT INSTRUCTIONS

1. **HOW TO VOTE**
   - To vote in favour of the motion, circle 'FOR' .
   - To vote against the motion, circle 'AGAINST' .
   - If a cross is marked on 'FOR', it will be a vote in favour of the motion.
   - Sign or execute the ballot paper.
   - Write your lot number(s).

2. **TYPES OF RESOLUTIONS**
   - A unanimous resolution requires 100% of all lot entitlements.
   - A special resolution requires 75% of lot owners or their proxies or representing 75% of lot entitlements of all the lots. If a special resolution is voted by at least 50% of all the lot entitlements in favour and no more than 25% against, it is an interim special resolution.
   - An interim special resolution requires a notice to be sent to all lot owners within 14 days and can only be acted on after 29 days. If the secretary receives a petition by more than 25% of lot owners against an interim special resolution within 29 days of the meeting or ballot, then the interim special resolution fails.
   - An ordinary resolution requires at least 50% of all lot entitlements voting in favour.

3. **COUNTING OF BALLOT PAPERS OF THE LOT OWNERS**

   The committee has the power to decide at its sole discretion whether or not:
   - A voting paper or any necessary supporting document has been received before or after the closing time of the ballot.
   - A proxy is valid or invalid.
   - A power of attorney has been validly executed or the powers given to the attorney by the donor of the power extend to voting at this postal ballot of the owners corporation.
   - A certified copy of a power of Attorney provides the existence of the power of attorney.
   - A voting paper is formal or informal.
   - A company representative has been validly appointed.
   - In the event that the required number of votes or lot entitlements has not been achieved, the decision will be an interim decision and a notice and minutes of the meeting will be sent to the lot owners or members. The decision can only be acted on after 29 days if no petition has been received.
   - In the event that there is an equality of votes after the required votes have been obtained, the chairperson who is a lot owner or proxy of a lot owner, will have the second or casting vote.

4. **EVIDENCE OF THE RIGHT TO VOTE**
   - Each lot owner shall be required to sign his or her ballot paper.
   - If you intend to vote by proxy or by power of attorney or by an authorised company representative, the proxy form must be completed and a copy of the Power of Attorney and the appointment of company representative must be enclosed with the voting paper.
   - Where a company is registered as the owners or part owner of a lot, the company seal must be affixed to the voting paper and witnessed by an authorised person unless the company votes by proxy, by an attorney or authorised representative.
   - Where two or more persons or companies are registered as the owners of a lot, those persons or companies must all sign or execute the voting paper or vote by proxy by an attorney, or in the case of a company, by an authorised representative, jointly appointed by them or who may be one of them.
   - Where the successive interests in a lot, a vote can only be exercised only by the party or parties registered as the owner or owners.

5. **VOTING**
   - Complete the voting paper by circling 'For' or 'Against.'
   - Sign or execute the voting paper.
   - Attach any relevant document such as the completed proxy form, certified copy of the power of attorney or appointment of an authorised company representative.
   - Scan and email the completed voting paper and relevant documents to the secretary/manager by the closing time of the postal ballot OR
   - Post the voting paper to the secretary/manager by the closing time of the postal ballot, OR
   - Any voting paper received by the secretary after the closing time of the postal ballot will be invalid regardless of the time of posting or the manner of delivery.

6. **PROXY**

   - You have a right to appoint a person (proxy) to represent you in this ballot.
   - To appoint a proxy you need to complete an 'Owners corporation proxy' form and return it to the secretary or manager before the meeting. Proxy forms are available from the manager or www.consumer.vic.gov.au. If appointing a power of attorney as a proxy, please attach a copy of the power of attorney.

turnbull cook
STRATA MANAGEMENT

Turnbull Cook
ABN 79 092 466 987
Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008
03 8697 0600
info@turnbullcook.com.au

Proposed Levy Posting for

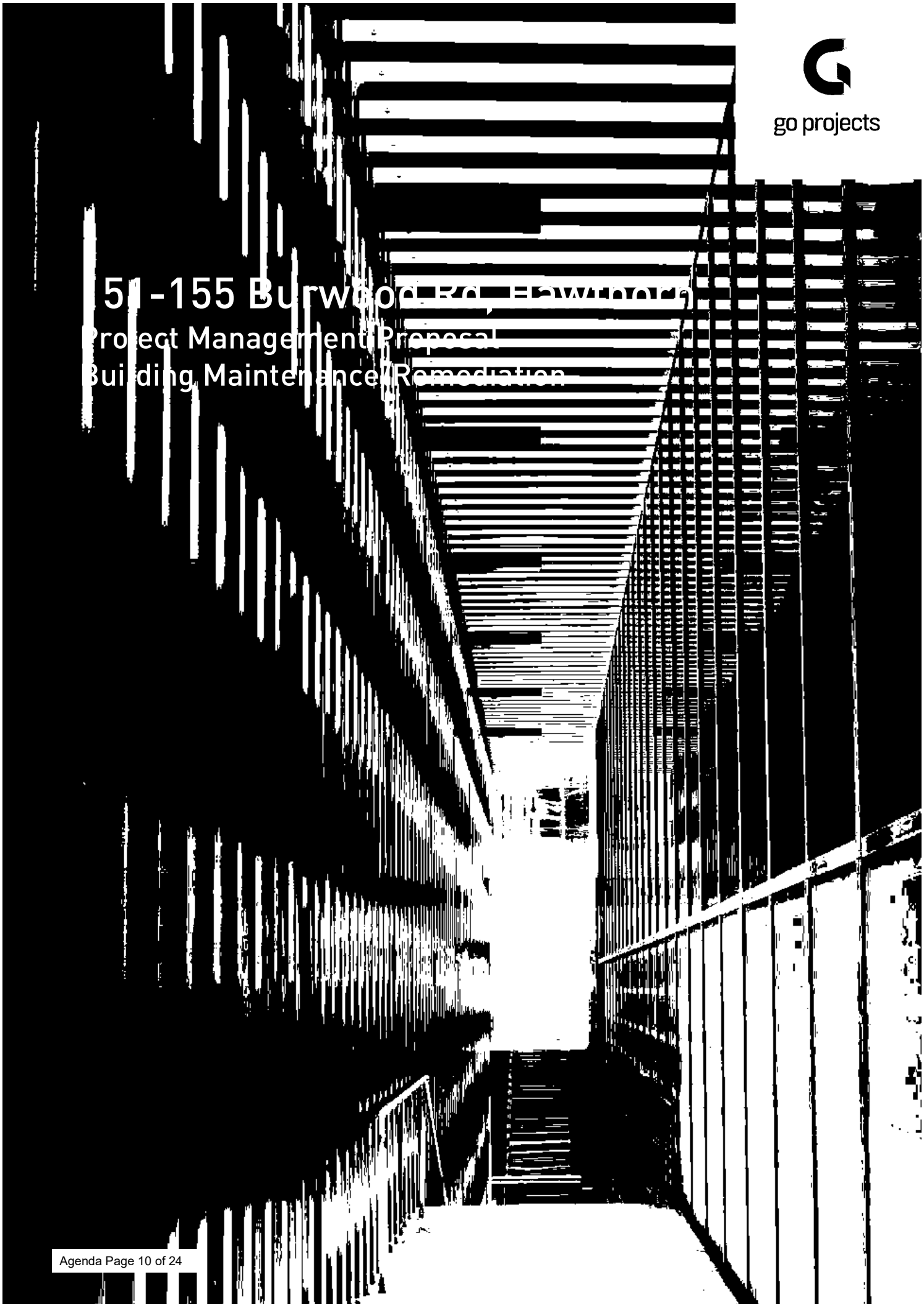
The Owners of OC--PS512432Q-1

ABN 91972284706

First instalment due date: 01/06/2024
Instalment frequency: Once-off
Number of instalments: 1
Description: Once-off Admin Levy
Discount: Nil
Group:
Entitlement set: Levy Liability
Levy determination date: 17/04/2024

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Maintenance Fund	Total
1	1	285.00	23,440.95	0.00	23,440.95
2	2	310.00	25,497.20	0.00	25,497.20
3	3	310.00	25,497.20	0.00	25,497.20
4	4	310.00	25,497.20	0.00	25,497.20
5	5	310.00	25,497.20	0.00	25,497.20
6	6	430.00	35,367.05	0.00	35,367.05
7	7	395.00	32,488.35	0.00	32,488.35
8	8	395.00	32,488.35	0.00	32,488.35
9	9	430.00	35,367.05	0.00	35,367.05
10	10	980.00	80,604.00	0.00	80,604.00
11	11	20.00	1,645.00	0.00	1,645.00
12	12	20.00	1,645.00	0.00	1,645.00
13	13	20.00	1,645.00	0.00	1,645.00
14	14	20.00	1,645.00	0.00	1,645.00
15	15	20.00	1,645.00	0.00	1,645.00
16	16	20.00	1,645.00	0.00	1,645.00
17	17	20.00	1,645.00	0.00	1,645.00
101	101	425.00	34,955.80	0.00	34,955.80
102	102	390.00	32,077.10	0.00	32,077.10
103	103	390.00	32,077.10	0.00	32,077.10
104	104	435.00	35,778.30	0.00	35,778.30
105	105	320.00	26,319.70	0.00	26,319.70
106	106	330.00	27,142.15	0.00	27,142.15
107	107	320.00	26,319.70	0.00	26,319.70
108	108	325.00	26,730.95	0.00	26,730.95
109	109	435.00	35,778.30	0.00	35,778.30
110	110	390.00	32,077.10	0.00	32,077.10
111	111	390.00	32,077.10	0.00	32,077.10
112	112	435.00	35,778.30	0.00	35,778.30
201	201	425.00	34,955.80	0.00	34,955.80
202	202	390.00	32,077.10	0.00	32,077.10
203	203	390.00	32,077.10	0.00	32,077.10
204	204	435.00	35,778.30	0.00	35,778.30
205	205	320.00	26,319.70	0.00	26,319.70
206	206	330.00	27,142.15	0.00	27,142.15
207	207	320.00	26,319.70	0.00	26,319.70
208	208	325.00	26,730.95	0.00	26,730.95

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Maintenance Fund	Total
209	209	435.00	35,778.30	0.00	35,778.30
210	210	390.00	32,077.10	0.00	32,077.10
211	211	390.00	32,077.10	0.00	32,077.10
212	212	435.00	35,778.30	0.00	35,778.30
301	301	430.00	35,367.05	0.00	35,367.05
302	302	395.00	32,488.35	0.00	32,488.35
303	303	395.00	32,488.35	0.00	32,488.35
304	304	440.00	36,189.55	0.00	36,189.55
305	305	325.00	26,730.95	0.00	26,730.95
306	306	335.00	27,553.40	0.00	27,553.40
307	307	325.00	26,730.95	0.00	26,730.95
308	308	330.00	27,142.15	0.00	27,142.15
309	309	445.00	36,600.80	0.00	36,600.80
310	310	445.00	36,600.80	0.00	36,600.80
311	311	445.00	36,600.80	0.00	36,600.80
401	401	705.00	57,985.55	0.00	57,985.55
402	402	360.00	29,609.65	0.00	29,609.65
403	403	490.00	40,302.00	0.00	40,302.00
404	404	490.00	40,302.00	0.00	40,302.00
405	405	360.00	29,609.65	0.00	29,609.65
Totals		20,180.00	$1,659,784.75	$0.00	$1,659,784.75
GST included in amounts to be raised			$150,889.62	$0.00	$150,889.62
Amount to be raised per unit of entitlement			$82.25	$0.00	$82.25



go projects

51-155 Burwood Rd, Hawthorn

Project Management Proposal

Building Maintenance/Remediation

go projects

P: +61 (03) 9005 6920
M: 0407 640 369
470 St Kilda Road, Melbourne VIC 3004
info@go-pm.com.au
www.go-pm.com.au
GO Projects Australia - ABN 83 627 682 179

Tuesday, 18 July 2023

Brendan Coulton

Dear Brendan,

Go Projects is enthusiastic about the opportunity to assist 151-155 Burwood Rd, Hawthorn with Project Management Services.

Introduction

Go Projects Australia is a Project Management and Construction Advisory consultancy focused on capital works projects. We have experience in Government, Commercial, Owners Corporation, Aviation and Retail sectors and understand the challenges of driving change and outcomes in these sectors to improve an existing property asset.

We provide capital work planning, development management, project delivery, advisory services and approach each project through a combination of complex problem solving and solution implementation.

Our Project Management Services includes the full spectrum of Project Management and Superintendency including to coordination of design, tender, procurement, and delivery of the relevant project's requirements.

Further to our recent discussions, we are pleased to present you with our customised Project Management services for the property. The Scope of Services offered within this submission are aligned with our understanding of the requirements and can be tailored to include, or exclude, certain project phases or services as required.

We are excited about the opportunity to establish a successful and ongoing relationship with your company and believe our fee represents the level of service that is expected on this undertaking.

Yours Sincerely,

Vytas Brazaitis
Projects Director
0407 640 369

Scope of Services

The Project - Project Management - Overview of Services

We understand that the Owners Corporation is seeking assistance with Project Management of their Project at the Building, and we make the following observations:-

- The Building is located in Hawthorn
- The Building consists of multiple apartments.
- The Owners Corporation (OC) are looking to undertake waterproofing repairs and new cladding works to the building.

Our approach as the Project Manager and Superintendent for your project would be to deliver the project with skill, certainty, and professionalism, whilst always remaining flexible to the changing needs of the project.

As experienced client-side Project Managers we work with professionalism and integrity to ensure the requirements of the contract are upheld. We are also cognizant of a 'best for project' approach and undertake the Superintendent role in a firm but fair manner, understanding that the successful completion of the project is beneficial to all parties.

We are currently engaged in other defect rectification projects including to occupied buildings and as such we are aware of the importance of clear, regular and coordinated communications to residents and the client.

In regard to provision of Project Management Services, please see the below breakdown of expected tasks for each key phase of the project;

- Phase 1 – Project Familiarisation & Preliminary Works
- Phase 2 – Design & Project Documentation
- Phase 3 - Tender, Contract negotiation and award, works scheduling
- Phase 4 - Construction – Superintendence & Project Management of construction works
- Phase 5 – Defects Liability Period

Phase 1.0 - Project Familiarisation & Preliminary Works

To undertake the initial stage of the project and determine a Project Management strategy clearly outlining the way forward for the project. We envisage that this phase of the project will include: -

- Review of existing project documentation
- Understand the Client's objectives, goals, and targets
- Undertake thorough site visit with to determine scope of works, limitations, possible works sequencing, timing, staging areas etc.
- Develop a preliminary works programme
- Identify and budget any other ancillary project cost items
- Liaise with Building Surveyor (Council and Private), experts and consultants
- Development of an estimated total project cost, in coordination with the Project Quantity Surveyor (PQS)
- Review of existing project documents and familiarisation with the building & works

Phase 2.0 - Design & Project Documentation

Part of this phase will also include a design development component, and would include the following tasks:

- Design documentation and due diligence by third parties as required
- Seek pricing from third parties as required – architects, engineers etc.
- Liaise with the client in preparation of finalised project cost estimate
- Attend meetings to work up design documentation including reviewing meeting minutes including action items as required
- Assist to complete coordination checks and detailed assessments of preliminary drawings, packages to ensure best set of construction documents prior to issue of building tender / 'for construction' documentation

Phase 3.0 – Tender, Contract negotiation and award, works scheduling

Works in this phase are typically the following: -

- Develop of project scope and pricing template
- Review provided documentation
- Review and analyse existing budgets and quotes
- Assist to coordinate contract documentation when appropriate.
- Formulate and finalise a Scope of Works
- Shortlist Tenderers
- Review procurement model – may be in-part pre-selected & negotiated
- Complete tender package
- Prepare final tender documentation packages and distribute to tenderers
- Manage the Contractors' tender process including RFI's, addendums and site visits.
- Identify and obtain further trade contractors to tender on the project.
- Complete a tender comparison and recommend preferred building contractor/s for the works considering all tender submission inclusions.

- Check references, previous project delivery interview etc.
- Review value management proposals and conduct workshop with contractors, Client and consultants as required.
- Enter commercial negotiations with Tender/s to discuss securities, deposits payment terms.
- Liaise with the Client, Client's lawyer (if required) and Contractor to finalise the contract agreement and arrange for contract signing by both parties.
- Facilitate the signing of the construction contract and distribute.

Phase 4.0 - Construction – Superintendence & Project Management of the construction works

The Superintendence and Project Management of the construction phase of the project include the following key tasks:

- Arrange for the update of project documentation (if required).
- Liaise with the Contractor in the pre-construction phase and gear up ahead of start.
- Detailed works planning and sequencing of works
- Obtain copies of the Contractor's contract works insurances and bank guarantees.
- Involvement in the seeking of the building permit,
- Review of the contract to ensure that 'kick-off' requirements are met.
- Familiarity with the works contract and builders offer.
- Undertake the dual role of client-side PM and Superintendent.
- Review of the Contractor's site management plans, strategic programming, and construction methodology to ensure best practices are being adopted for the project and resident requirements.
- Review of Contractor's statutory approvals and permits that may be required.
- Ongoing management and liaison of any project consultants that aren't being managed by the Contractor.
- Development of project communications strategy– to ensure that regular updates and clear, concise communications are provided.
- Keep Client informed of the financial position of the project compared to forecasts.
- Assist Client with any procurement items, ensuring that lead times and availability of items are considered. Potential purchases from overseas to be managed including freight logistics.
- Assessment of the building contractors monthly progress payments and issue of payment certificates in association with the PQS.
- Regular attendance on site to monitor progress of works.
- Receive and assess project consultant invoices.
- Assess and resolve project variations or scope change items.
- Review of Contractor's expected future cash flows, in conjunction with the PQS.
- Chairing and recording of site meetings – monthly.
- Present monthly report to Client, which will include a summary of works, status of recent meetings, live actions, commentary on programme, construction progress, contractual risk items, approvals required, photo record etc.

- Assessment of the contractors' payments and issuing of payment certificates.
- Manage the ongoing relationship between the Contractor, project consultants, stakeholder groups and Client.
- Engagement with client team and consultants to attend to Contractor's queries to finalise scope prior to commencement.
- Continuously review documentation to ensure design compliance with regulatory and statutory requirements.
- Liaise with the Contractor in the pre-construction phase and gear up in preparation for an official commencement.
- Obtain the Contractor's works insurances and bank guarantees as required.
- Involvement in the seeking of the building permit, in conjunction with the Contractor and Consultants (will be driven primarily by the Contractor).
- Ensure Contractor's have adopted all required statutory approvals and permits as required.
- Review the Contractor's site works including health and safety obligations and undertaking quality control inspections at regular intervals.
- Contract administration throughout the project including RFI's, variations, budgets and ongoing cash flow requirements, etc.
- Assess and resolve any project variations or scope change cost items
- At completion of the construction stage undertake a defects inspection and manage the Contractor's completion of items prior to the handover (as much as possible) prior to occupation.

The following completion activities are generally applicable at the tail end of the construction cycle:-

- At completion of the construction stage undertake a defects inspection and manage the Contractor's completion of items.
- Coordinate the final project wrap-up including issuing of handover manuals, as- built documentation, testing, commissioning, and the operation of services systems.

Phase 5.0 - Defects Liability Period

Upon completion of the project, a further 12 months 'defects liability period' exists, which obligates the Contractor to return to complete any defective work that is identified before the expiry of this 12-month period. A final sum of money (typically equivalent to 2.5% of the contract sum) is held until the completion of this period. The items that will be managed in this phase are:-

- Complete final defects and outstanding works list for action by Contractor.
- Undertake an assessment of defects at completion and manage the defect liability period (DLP).
- Ongoing management and coordination of defect rectification with Contractor, Client and Consultants.
- Complete final inspection with Contractor including assessment of defects prior to the expiration of the DLP.
- Complete final inspection at expiry of DLP and issue notice of completion.
- Management of close out of any final outstanding defects by Contractor.
- Advise Client regarding release of securities to Contractor.

Fee Structure

Go Projects Australia has completed many projects utilising the Project Management Framework. Our approach is to remain flexible to the changing needs of the project, whilst maintaining focus on the project objectives. As requested, we have been asked to provide a fee for our Project Management Services.

Our fees are as follows:-

Phase of Project	Anticipated duration	Monthly Fee (excl GST)
Phase 1.0 Project Familiarisation, Site Visit & Preliminary Works	~ 2 months	$5,000
Phase 2.0 Design & Project Documentation Markup and drawings and complete a Scope of Works for pricing.	~ 2 months	$5,000
Phase 3.0 Tender, contract negotiation and award, works scheduling.	~ 1 month	$5,000
Phase 4.0 Construction – Superintendence & Project Management of construction works. Value dependant on:- 1) Form of Contract 2) Number of Contractors selected. 3) Level of oversight.	TBA	6-8% of Construction Budget
Phase 5.0 Defects Liability Period		$Hourly

*Please note

Our fees are inclusive of minor alterations and time extensions to the phases. However, should significant changes in time or dollar value occur which increase the scope of our works or create corrective or additional and rework, during the phases, additional fees will be applicable.

Project Management Profile

Founded in 2018 – Go Projects was established to create a difference in the construction industry by providing Clients with a superior Project Management experience than the industry was currently offering. Working across Victoria and Queensland, we have experience across many sectors and a broad range of clients – including Client, Consultant and Contractor roles.

Project Team

Go Projects engage staff on a contractor-basis. We find that this team structure works best for our organisation and our clients, as it provides the flexibility needed to accommodate industry fluctuations, as well as reducing company overheads to ensure that our proposal costs truly reflect the project work required. The team proposed here has worked together for 10+ years.

As a small organisation, our clients have confidence knowing that the team they meet, is the team that will deliver their project.



Vytas Brazaitis - Project Director / Superintendent

The Director of Go Projects Australia, Vytas is a from a commercial building background having worked for major contractors both locally and abroad on projects valued to $370M AUD. Vytas' technical knowledge and project experience promote strong project delivery outcomes and he is always seeking the best outcomes for the client. Vytas is also a registered domestic and commercial building practitioner (Queensland and Victoria).

Qualifications:- Dip. Building – RMIT, B. Arts (Town Planning) VU, Post Grad Cert PM – RMIT, Australian Institute of Project Managers (MAIPM).



Labro Vrakas – Senior Consultant

Labro is from a civil engineering background and has extensive experience working as a Senior PM / Superintendent in a number of construction sectors across the full project life cycle in particular with Council, Government and Open Space projects. He has worked on Parks Victoria upgrades, Libraries, Foreshore Promenades and University and School projects.

Qualifications:- B. Eng (Building Engineering), Member - Australian Institute of Project Managers Certified Senior Project Manager (IPMA Level B)



David Wood - Senior Project Manager

David is from a civil engineering background and has experience working as a Senior PM / Superintendent in a number of construction sectors across the full project life cycle. David has a broad range of experience and represents clients with professionalism and respect.

Qualifications:- B. Eng (Civil) & B. Arts – University of Melbourne, Member - Australian Institute of Project Managers (MAIPM)



Phil Hall - Senior Project Manager

Phil is from a civil engineering background and has experience working as a Senior PM / Superintendent in the construction sector across the full project life cycle. Phil has a broad range of experience and represents clients with professionalism and respect.

Qualifications:- B. Eng (Civil) with Honours



Claire Tapp - Project Manager

Claire is from a media and corporate public relations background possess excellent communication skills, being a fundamental of successful project delivery. Claire has extensive experience on challenging projects with multiple stakeholders involved.

Qualifications:- Bachelor of Arts (Communication) RMIT, Media Training, Presenting Essentials

Selected Experience

Please see the below list for a sample of relevant and recent projects that we have been involved with:-

Project	Type	Services			Value
		PM	Superintendent	CM	
109 Wellington St St Kilda (Cladding Safety Victoria)	Building Remediation	X	X		$3 mio
150 Clarendon St East Melbourne	Leaking Gas Flue Remediation	X	X		$10 mio
247 Williams Rd Toorak (Cladding Safety Victoria)	Building Remediation	X	X	X	$2 mio
Edmund Rice Services	Community Centre / Heritage Work	X	X		$2 mio
24 Barkly Place Carlton	Recladding	X	X		$2 mio
Ettaro Apartments	Recladding	X	X		$1 mio
Thornbury Kindergarten (Victorian School Building Authority)	New Build	X	X		$1 mio
Blackburn South - 44 apartments	New Build	X	X		$12 mio
Kew Developments	New Build	X	X		$7 mio
St David Apartments Hobart	New Build	X	X		$5 mio
3-9 Armytage St Lorne	Recladding	X	X		$4 mio
318 Little Bourke St, Melbourne	Recladding	X	X		$1 mio
The Promenade South Melbourne	Façade Maintenance	X	X		$ TBA
143 Cecil St. South Melbourne	Recladding, Sprinklers	X	X	X	$2 mio
3-5 Hutton St Dandenong	Façade Maintenance	X	X		$3 mio
Haig St. Southbank	Recladding, Sprinklers			X	$3 mio

Clarifications and Fee Acceptance

Our Project Management Consultancy is subject to the following provisions:-

1. All fees are excluding GST.
2. We have assumed works will commence within a month of this proposal. If appointment coincides with an initial part month, then fee will be reduced accordingly on a pro-rata basis.
3. Should the project construction duration extend out past the dates noted in the above schedule for reasons out of our control i.e. client changes, building contractors programme etc. we would like the opportunity to discuss an ongoing monthly fee at the same monthly rate or pro-rata rate as noted in the above schedule. (Please note: it is obviously our full intention to procure this project in the best time possible considering all factors).
4. Either party may terminate this agreement by providing one month's notice in writing. The client would be liable for all fees for works completed up to, and including, the termination date (i.e. 1 month from the date of notice).
5. We have excluded Project Management advice not relating to works stipulated. These would be undertaken at hourly rates.
6. Provision of contracts for Consultants and Contractors are excluded from our fees. We use Australian Standard contracts and custom legal services which are in addition to our quoted fee proposal.
7. Project fee tax invoices will be issued by the 5th day of each month following the respective invoice month. Payment requested by the 15th day of each month.
8. Disbursements inclusive of the fixed lump sum fee; A4 / A3 in-house project required printing, standard travel allowances within Melbourne (as required).
9. Disbursements exclusive of the fixed lump sum fee; A4 / A3 client required printing, plan printing, courier services, building contracts, interstate travel or travel outside of standard allowances.
10. We may offer additional services such as design, trade works and testing services however these are excluded from this offer.
11. Professional Indemnity, Public Liability and Workcover insurance levels covered by Go Projects Australia are as follows:
    - Professional Indemnity - $2,000,000
    - Public Liability - $10,000,000
    - Work Cover - As per annual turnover
12. Should the services of Go Projects Australia be required outside of the realm of the subject project works, the following hourly rates (excl GST) would apply;
    - Principal Director $ 375 / Hr
    - Senior Project Manager $ 280 / Hr
    - Project Manager $ 230 / Hr
    - Assistant Project Manager $ 190 / Hr
    - Architect $ 270 / Hr
    - Office Administration $ 100 / Hr

Engagement and Fee Acceptance

The appointment for the scope outlined above will be based on AS 4122:2010 – the Australian Standards contract for consultants – in accordance with the notes in Annexure Part A noted below.

Please complete and return the acceptance form at the end of this document to accept this fee proposal.

Item	Description	Details
Item 1 clause 1.1	The Client is:	Details to be provided upon acceptance
Item 2 clause 1.1	The Consultant is:	Go Projects Australia 470 St Kilda Road Melbourne VIC 3004 ABN 83 627 682 179
Item 3 clause 1.1	The Contract Documents are:	In the following order of priority: 1. The Consultant's Fee proposal 2. The General Conditions of Contract – including annexures.
Item 4 clause 1.1	The Scope is described in the following Documents, or the Scope is:	The Scope is described in the Consultant's Fee proposal
Item 5 clause 5.1	The purpose(s) for which the Services will be suitable is/are:	Project Management and Advisory consulting services as specified by the Scope.
Item 6 clause 6.1	The Client's authorised representative is:	To be provided upon acceptance. If none identified, the Client can advise / change its authorised representative by giving written notice.
Item 7 clause 6.2	The Consultant's authorised representative is:	Vytas Brazaitis The Consultant can change its authorised representative by giving written notice.
Item 8 clause 10.1	Claims for payment must be made on the following basis:	A combination of the percentage of work completed of the fees and / or rates identified in the Fee proposal.
	Specify whether the basis is inclusive or exclusive of GST	GST exclusive as identified in the fee table of the Fee proposal.
	If rates apply, specify rates and intervals.	As specified in the fee table of the Fee proposal.
	Specify whether claims for payment, however calculated, will be paid in a single lump sum or in stages. If payable in stages, state the Fee or percentage of Fee payable for each stage.	A percentage of work completed for the different stages of the fees identified in the Fee proposal.
Item 9 clause 10.2	Disbursements for which the Consultant may claim payment:	As specified in the Fee proposal.
Item 10 clause 10.3	Time to claim payment is no later than:	The last Business Day of the month.
Item 11 clause 10.6	The time for payment is no later than:	30 days after receipt of invoice subject to a satisfactory credit check by us. If your credit check is unsatisfactory, payment will be required prior to carrying out the work.
Item 12 clause 10.9	The rate of interest for overdue payment is:	RBA target cash rate plus 6% per annum. Any actions taken by us to recover the debt of moneys not paid within 30 days of invoice will be paid for by the client.
Item 13 clause 12.1	Alternative 1: The date or the period after commencement of this Contract, by which the Services must be completed is:	The dates and times set out in the Fee proposal. If nothing is stated, then within a reasonable time.
Item 14 clause 12.3(c)	Other causes of delay for which the Consultant may notify an extension of time:	Events or circumstances which are beyond the reasonable control of the Consultant.
Item 15 clause 13.2	The Approvals to be obtained by the Consultant are:	Nil.
Item 16 clause 18	The key personnel are:	As specified in the Fee proposal or as advised by the Consultant. If none identified, the Consultant can advise / change its authorised representative by giving written notice.
Item 17 clause 19.2	Existing conflicts of interest:	None.

Item 18 **clause 21.3**	Copyright and other Intellectual Property Rights, the Alternatives that applies is:	Alternative 1.
Item 19 **clause 21.3** **Alternative 2**	List excluded Intellectual Property Rights:	Intellectual Property Rights of third party suppliers, subcontractors and subconsultants to the Consultant.
Item 20 **clause 21.4** **Alternative 2**	The additional amount payable to the Consultant for granting of Intellectual Property Rights to the Client is:	Not applicable.
Item 21 **clause 22.1**	Does clause 22 (Moral Rights) apply?	☐ Yes ☒ No
Item 22 **clause 23.1**	The following Documents are confidential:	1. The Fee proposal. 2. The Client Information. 3. The Deliverables.
Item 23 **clause 24.4**	Maximum period for which Client may suspend the Services at any one time, after which the Consultant may terminate:	2 Business Days.
Item 24 **clause 29.1**	The Consultant's liability is limited to:	Limited to the lesser of:- re-performance of the Services or 20% of the Consultant Fee. The Consultant is not liable to the Client for any indirect or consequential loss or damage, including but not limited to lost of profit.
Item 25 **clause 30.2**	The amount of public liability insurance is:	$2,000,000 in the annual aggregate.
Item 26 **clause 30.4**	The amount of the professional indemnity insurance is:	Notwithstanding clause 30.4 of the General Conditions of Contract: $100,000 in respect of any claim that is not a Cladding Claim in the annual aggregate – with no reinstatement, and $10,000 in respect of a Non- conforming and Non-compliant Building Product claim in the annual aggregate – with no reinstatement. Non-conforming and Non-compliant Building Product Claim is defined in the Consultant's insurance endorsement – wording available on request. A peer review is required to be undertaken for this part of the insurance to have effect. If the above amounts of cover become unavailable at commercially reasonable rates, the amounts required are nil and the parties will agree in good faith to alternative suitable levels of cover.
Item 27 **clause 30.4**	The professional indemnity insurance must be maintained for the following period:	One year after completion of the Services.
Item 28 **clause 30.7**	The Client must effect the following insurances and maintain them for the following periods:	Insurance: None Period: Not applicable
Item 29 **clause 33.1**	The address for the service of notices is:	The parties accept email or web based systems such as Aconex for the service of notices.
Item 30 **clause 35**	The law governing this Contract is:	The state or territory where the Services are to be substantially performed.
Item 31	Has this Contract been amended from its original form?	☒ Yes ☐ No As identified in this table.

I accept this fee proposal and terms

To accept this agreement, please complete the section below, sign and return to Go Projects Australia by email to vytas@go-pm.com.au.

Invoices and documentation will be made out to the company listed below and sent to the email address provided.

Company name: _____

ABN: _____

Street Address: _____

Suburb: _____

State: _____ Postcode: _____

Client's Accounts Payable Details

Contact person: _____

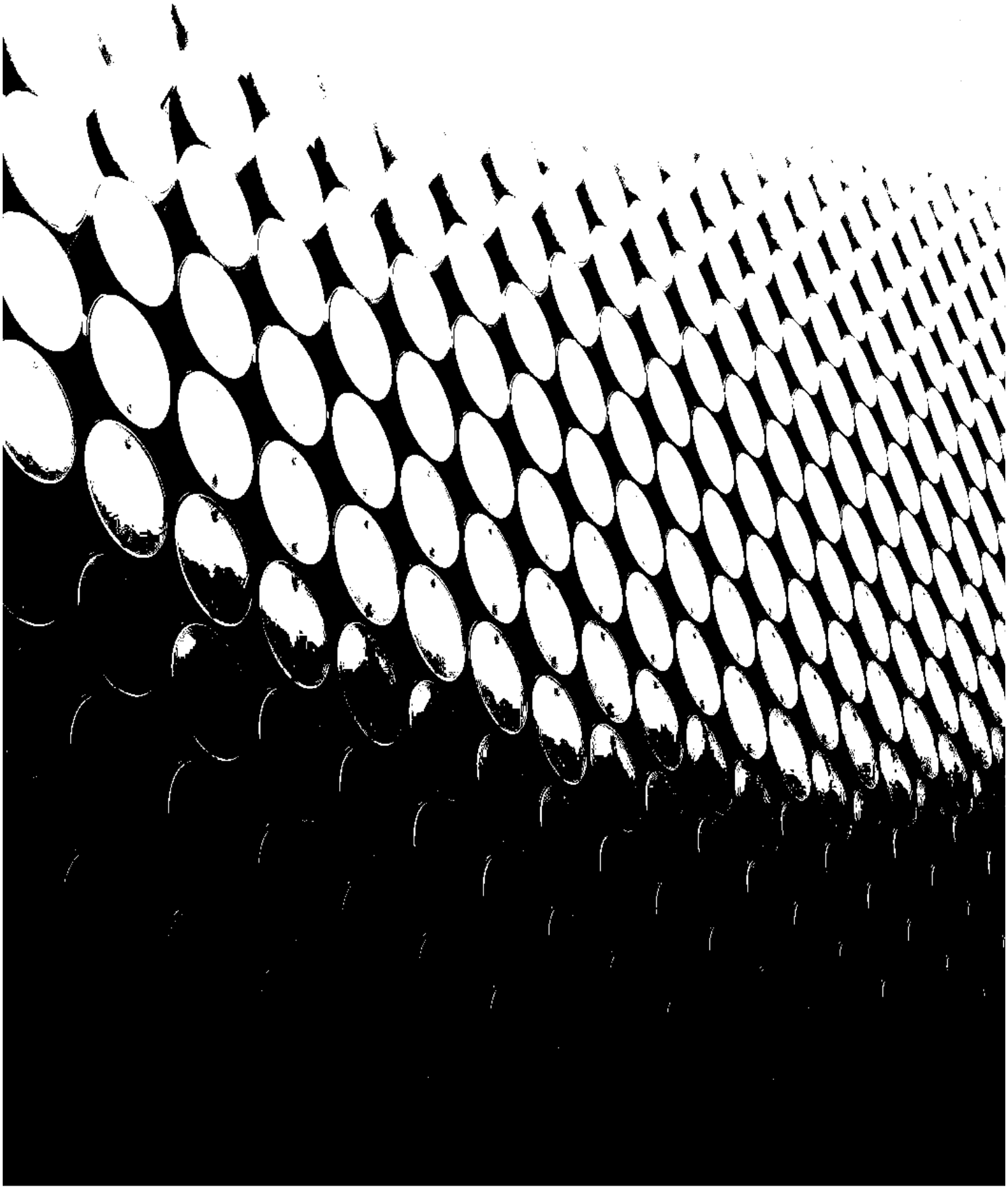
Email address: _____

Phone: _____

Authorised Client Representative

Name: _____

Email Address: _____



Go Projects Australia
470 St Kilda Road
Melbourne VIC 3004
www.go-pm.com.au
info@go-pm.com.au

turnbull cook
STRATA MANAGEMENT

Turnbull Cook
ABN 79 092 466 987

Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008

03 8697 0600
info@turnbullcook.com.au

OWNERS CORPORATION NO: 512432Q-1
151-155 Burwood Road, HAWTHORN VIC 3122

NOTICE TO OWNERS

POSTAL BALLOT FOR COMMON PROPERTY REMEDIATION PROJECT

We act as managers for the Owners Corporation.

The Owners Corporation Committee have worked diligently to obtain the attached scope of works for the **Common Property Remediation Project** to address the waterproofing and cladding building issues.

This is a critical stage in the project and requires the attention of all owners.

Go Projects have been appointed as the Project Manager and Abode Restoration being the appointed builder.

This is a resolution of the Owners Corporation Committee.

These works are of extreme importance to rectify the waterproofing issues impacting both the common areas, as well as private lots, to replace deteriorating cladding, and to maintain the insurance policy. The current insurance policy was extended by six months on the condition these works are completed. Owners need to be aware of potential personal implications if the building is not insured, including but not limited to breaches to mortgage contracts.

The Committee has approved the tender of pricing quote. The cost of the common property remediation works (common property only) amounts to **$1,659,783.77**.

The breakdown of this expense will be provided for your reference. As this cost is significant and far exceeds twice the annual budget, under Section 24 (4) of the Owners Corporation Act 2006 states a Special Resolution is required to strike a Special Levy.

The Special Levy is in addition to standard levies and will be the contribution each lot owner is to make under the Owners Corporation Act Section 24 according to Lot Liability. The Levy Schedule is attached for your reference.

Owners who have opted to be part of the remediation works for private balcony and plantar works, will be provided cost details relating to Private Lot works within 7-10 days, including the allocation of VCAT settlement money for those owners who were part of the legal action.

The Owners Corporation Committee are proposing 2 motions for owners to consider and vote on.

The first motion is to raise a Special Levy for the purposes of funding the Remediation Project (Pursuant to section 24 of the Owners Corporations Act 2006).

The second motion is in accordance with Section 25 of the Owners Corporations Act 2006, states that the Owners Corporation may have the power to borrow money by Special Resolution if the amount exceeds twice the annual income. This will allow the Owners Corporation to borrow money from a loan facility (like you would a home loan or personal loan).

This option will result in a higher expense for the Owners Corporation (therefore all owners) as it will involve high interest rates (approximately 10%), loan processing charges and draw down fees. This is to be used as a last resort only due to the further fees and charges, as well as contingent liabilities associate with taking out a loan against the Owners Corporation. This option would be used to fund any shortfalls in case of emergency

after all other private options have been exhausted. The shortfall loan would be interest inly and for a maximum period of two years.

The Owners Corporation Committee acknowledge this is an important and considerable project to undertake.

An online Q&A session will be held on **Monday 29th April at 6:30pm** in order to address and clarify any queries, questions or concerns. Please submit all queries, questions or concerns, prior to the session via Andrea Hunter **andrea.hunter@turnbullcook.com.au**

Please note the Zoom link will be sent to owners prior to the session.

A Special Resolution is defined in Section 96 as:

96. What is a Special Resolution?
A Special Resolution of an owners corporation is a resolution passed by

(a) if a ballot or poll is taken, 75% of the total of lot entitlements of all the lots affected by the owners corporation; or

(b) in any other case, 75% of the total votes for all the lots affected by the owners corporation.

Eligibility to vote is set out in Section 94 which is:

94. Can a lot owner vote if fees are unpaid?

(1) Subject to subsection (2), a lot owner who is in arrears for any amount owed to the Owners Corporation is not entitled to vote, either in person by ballot or by proxy, unless the amount in arrears is paid in full.

(2) A lot owner who is in arrears for any amount owed to the Owners Corporation is always entitled to vote in a case where a Special Resolution or unanimous resolution is required.

(3) For the purposes of subsection (1), except in the case of a payment in cash, an amount is only taken to be paid in full if it is paid not less than four business days before the vote in question.

The Owners Corporation Committee greatly appreciate if the owners could complete and return the attached ballot form promptly.

Please note: That Ballot papers must be received at this office by the closing date of Wednesday 1st May 2024 at 5:00pm. This can be by reply email or post.

Any Ballot forms received after the closing date cannot be counted in determining the result.

OWNERS CORPORATION PLAN NO.512432Q-1

Andrea Hunter
andrea.hunter@turnbullcook.com.au

The <u>first</u> motion under consideration for the Special Resolution is as below;

"The Owners Corporation, pursuant to Section 24 of the Owners Corporations Act 2006, resolves by Special Resolution to strike a Special levy to the total amount of $1,659,783.77 for the Common Property Remediation Project"

The <u>second</u> motion under consideration for the Special Resolution is as below;

"The Owners Corporation, pursuant to Section 25 of the Owners Corporations Act 2006, resolves by Special Resolution to Borrow Money through a loan facility for any shortfalls in case of emergency after all other private options have been exhausted. the shortfall loan would be interest only and for a maximum period of two years."

See next page for voting paper.

Please note: That Ballot papers must be received at this office by the closing date of Wednesday 1st May 2024 at 5:00pm. This can be by reply email or post.

BALLOT VOTING PAPER

OWNERS CORPORATION NO: 512432Q-1
151-155 Burwood Road, HAWTHORN VIC 3122

Date of issue : Wednesday 17th April 2024

Closing date : Wednesday 1st May 2024 5:00PM

The FIRST motion under consideration is -

"The Owners Corporation, pursuant to Section 24 of the Owners Corporations Act 2006, resolves by Special Resolution to strike a Special levy to the total amount of $1,659,783.77 for the Common Property Remediation Project"

(please tick one box only)

☐ **IN FAVOUR OF THE MOTION**

☐ **NOT IN FAVOUR OF THE MOTION.**

The SECOND motion under consideration is -

"The Owners Corporation, pursuant to Section 25 of the Owners Corporations Act 2006, resolves by Special Resolution to borrow money through a loan facility for any shortfalls in case of emergency after all other private options have been exhausted. The shortfall loan would be interest only and for a maximum period of two years."

(please tick one box only)

☐ **IN FAVOUR OF THE MOTION**

☐ **NOT IN FAVOUR OF THE MOTION.**

Please note: That Ballot papers must be received at this office by the closing date of Wednesday 1st May 2024 at 5:00pm. This can be by reply email or post.

Unit Number/s .....
Please insert the number of your unit(s)

Name .....
Please insert full name of registered proprietor(s)

Signed.....
If property is in the name of a company to be signed by an authorised officer

Date .....

To be returned to:

Post: TurnbullCook
P O Box 6076
St Kilda Central
VIC 8008

Email: info@turnbullcook.com.au
Email: andrea.hunter@turnbullcook.com.au

Please note: That Ballot papers must be received at this office by the closing date of Wednesday 1st May 2024 at 5:00pm. This can be by reply email or post.

BALLOT INSTRUCTIONS

1. **HOW TO VOTE**
   - To vote in favour of the motion, circle 'FOR' .
   - To vote against the motion, circle 'AGAINST' .
   - If a cross is marked on 'FOR', it will be a vote in favour of the motion.
   - Sign or execute the ballot paper.
   - Write your lot number(s).

2. **TYPES OF RESOLUTIONS**
   - A unanimous resolution requires 100% of all lot entitlements.
   - A special resolution requires 75% of lot owners or their proxies or representing 75% of lot entitlements of all the lots. If a special resolution is voted by at least 50% of all the lot entitlements in favour and no more than 25% against, it is an interim special resolution.
   - An interim special resolution requires a notice to be sent to all lot owners within 14 days and can only be acted on after 29 days. If the secretary receives a petition by more than 25% of lot owners against an interim special resolution within 29 days of the meeting or ballot, then the interim special resolution fails.
   - An ordinary resolution requires at least 50% of all lot entitlements voting in favour.

3. **COUNTING OF BALLOT PAPERS OF THE LOT OWNERS**

   The committee has the power to decide at its sole discretion whether or not:
   - A voting paper or any necessary supporting document has been received before or after the closing time of the ballot.
   - A proxy is valid or invalid.
   - A power of attorney has been validly executed or the powers given to the attorney by the donor of the power extend to voting at this postal ballot of the owners corporation.
   - A certified copy of a power of Attorney provides the existence of the power of attorney.
   - A voting paper is formal or informal.
   - A company representative has been validly appointed.
   - In the event that the required number of votes or lot entitlements has not been achieved, the decision will be an interim decision and a notice and minutes of the meeting will be sent to the lot owners or members. The decision can only be acted on after 29 days if no petition has been received.
   - In the event that there is an equality of votes after the required votes have been obtained, the chairperson who is a lot owner or proxy of a lot owner, will have the second or casting vote.

4. **EVIDENCE OF THE RIGHT TO VOTE**
   - Each lot owner shall be required to sign his or her ballot paper.
   - If you intend to vote by proxy or by power of attorney or by an authorised company representative, the proxy form must be completed and a copy of the Power of Attorney and the appointment of company representative must be enclosed with the voting paper.
   - Where a company is registered as the owners or part owner of a lot, the company seal must be affixed to the voting paper and witnessed by an authorised person unless the company votes by proxy, by an attorney or authorised representative.
   - Where two or more persons or companies are registered as the owners of a lot, those persons or companies must all sign or execute the voting paper or vote by proxy by an attorney, or in the case of a company, by an authorised representative, jointly appointed by them or who may be one of them.
   - Where the successive interests in a lot, a vote can only be exercised only by the party or parties registered as the owner or owners.

5. **VOTING**
   - Complete the voting paper by circling 'For' or 'Against.'
   - Sign or execute the voting paper.
   - Attach any relevant document such as the completed proxy form, certified copy of the power of attorney or appointment of an authorised company representative.
   - Scan and email the completed voting paper and relevant documents to the secretary/manager by the closing time of the postal ballot OR
   - Post the voting paper to the secretary/manager by the closing time of the postal ballot, OR
   - Any voting paper received by the secretary after the closing time of the postal ballot will be invalid regardless of the time of posting or the manner of delivery.

6. **PROXY**

   - You have a right to appoint a person (proxy) to represent you in this ballot.
   - To appoint a proxy you need to complete an 'Owners corporation proxy' form and return it to the secretary or manager before the meeting. Proxy forms are available from the manager or www.consumer.vic.gov.au. If appointing a power of attorney as a proxy, please attach a copy of the power of attorney.

Turnbull Cook
ABN 79 092 466 987
Level 9, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008
03 8697 0600
info@turnbullcook.com.au

Proposed Levy Posting for

The Owners of OC--PS512432Q-1

ABN 91972284706

First instalment due date: 01/06/2024
Instalment frequency: Once-off
Number of instalments: 1
Description: Once-off Admin Levy
Discount: Nil
Group:
Entitlement set: Levy Liability
Levy determination date: 17/04/2024

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Maintenance Fund	Total
1	1	285.00	23,440.95	0.00	23,440.95
2	2	310.00	25,497.20	0.00	25,497.20
3	3	310.00	25,497.20	0.00	25,497.20
4	4	310.00	25,497.20	0.00	25,497.20
5	5	310.00	25,497.20	0.00	25,497.20
6	6	430.00	35,367.05	0.00	35,367.05
7	7	395.00	32,488.35	0.00	32,488.35
8	8	395.00	32,488.35	0.00	32,488.35
9	9	430.00	35,367.05	0.00	35,367.05
10	10	980.00	80,604.00	0.00	80,604.00
11	11	20.00	1,645.00	0.00	1,645.00
12	12	20.00	1,645.00	0.00	1,645.00
13	13	20.00	1,645.00	0.00	1,645.00
14	14	20.00	1,645.00	0.00	1,645.00
15	15	20.00	1,645.00	0.00	1,645.00
16	16	20.00	1,645.00	0.00	1,645.00
17	17	20.00	1,645.00	0.00	1,645.00
101	101	425.00	34,955.80	0.00	34,955.80
102	102	390.00	32,077.10	0.00	32,077.10
103	103	390.00	32,077.10	0.00	32,077.10
104	104	435.00	35,778.30	0.00	35,778.30
105	105	320.00	26,319.70	0.00	26,319.70
106	106	330.00	27,142.15	0.00	27,142.15
107	107	320.00	26,319.70	0.00	26,319.70
108	108	325.00	26,730.95	0.00	26,730.95
109	109	435.00	35,778.30	0.00	35,778.30
110	110	390.00	32,077.10	0.00	32,077.10
111	111	390.00	32,077.10	0.00	32,077.10
112	112	435.00	35,778.30	0.00	35,778.30
201	201	425.00	34,955.80	0.00	34,955.80
202	202	390.00	32,077.10	0.00	32,077.10
203	203	390.00	32,077.10	0.00	32,077.10
204	204	435.00	35,778.30	0.00	35,778.30
205	205	320.00	26,319.70	0.00	26,319.70
206	206	330.00	27,142.15	0.00	27,142.15
207	207	320.00	26,319.70	0.00	26,319.70
208	208	325.00	26,730.95	0.00	26,730.95

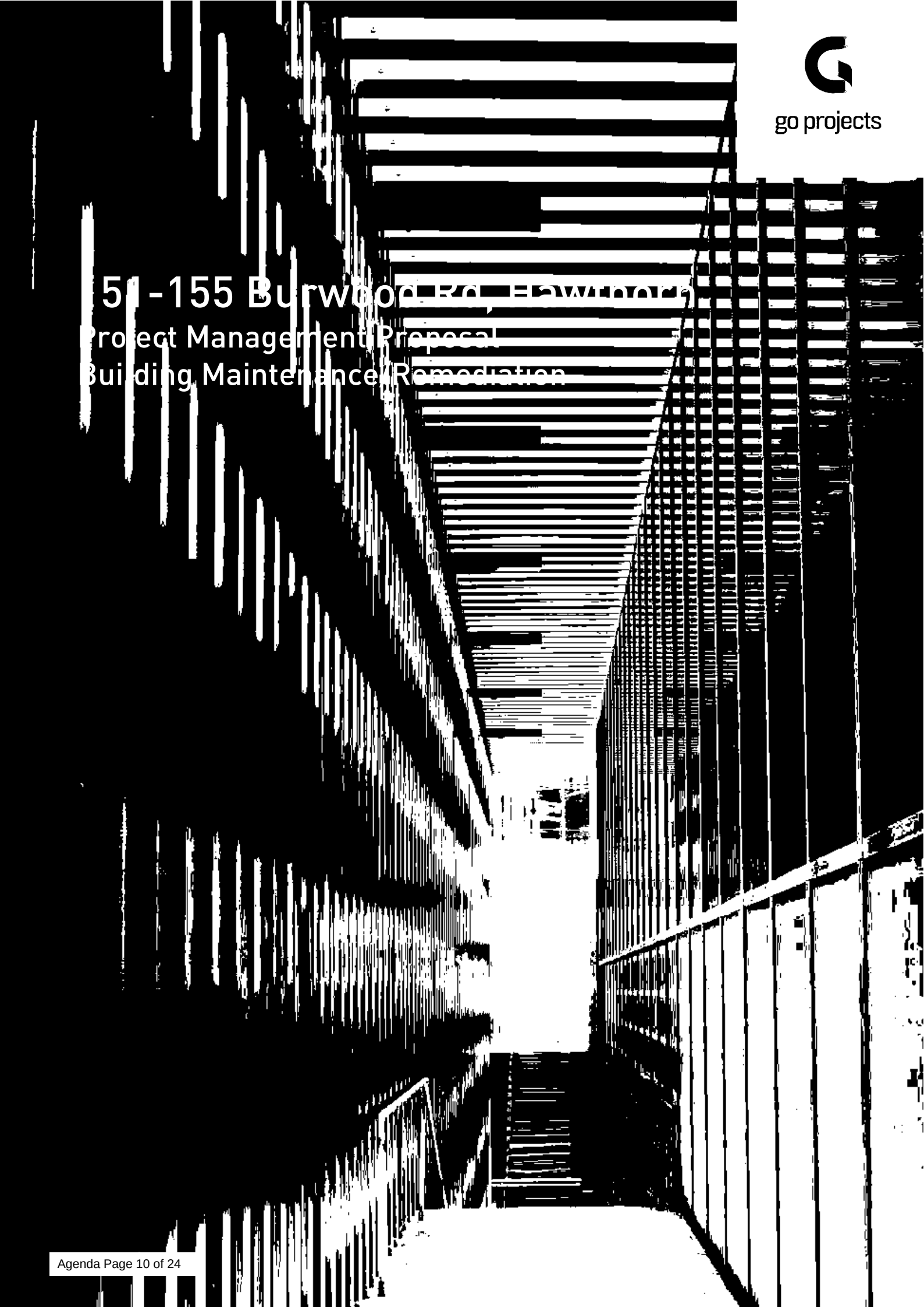
Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Maintenance Fund	Total
209	209	435.00	35,778.30	0.00	35,778.30
210	210	390.00	32,077.10	0.00	32,077.10
211	211	390.00	32,077.10	0.00	32,077.10
212	212	435.00	35,778.30	0.00	35,778.30
301	301	430.00	35,367.05	0.00	35,367.05
302	302	395.00	32,488.35	0.00	32,488.35
303	303	395.00	32,488.35	0.00	32,488.35
304	304	440.00	36,189.55	0.00	36,189.55
305	305	325.00	26,730.95	0.00	26,730.95
306	306	335.00	27,553.40	0.00	27,553.40
307	307	325.00	26,730.95	0.00	26,730.95
308	308	330.00	27,142.15	0.00	27,142.15
309	309	445.00	36,600.80	0.00	36,600.80
310	310	445.00	36,600.80	0.00	36,600.80
311	311	445.00	36,600.80	0.00	36,600.80
401	401	705.00	57,985.55	0.00	57,985.55
402	402	360.00	29,609.65	0.00	29,609.65
403	403	490.00	40,302.00	0.00	40,302.00
404	404	490.00	40,302.00	0.00	40,302.00
405	405	360.00	29,609.65	0.00	29,609.65
Totals		20,180.00	$1,659,784.75	$0.00	$1,659,784.75
GST included in amounts to be raised			$150,889.62	$0.00	$150,889.62
Amount to be raised per unit of entitlement			$82.25	$0.00	$82.25

go projects

151-155 Burwood Rd, Hawthorn

Project Management Proposal

Building Maintenance/Remediation



go projects

P: +61 (03) 9005 6920
M: 0407 640 369
470 St Kilda Road, Melbourne VIC 3004
info@go-pm.com.au
www.go-pm.com.au
GO Projects Australia - ABN 83 627 682 179

Tuesday, 18 July 2023

Brendan Coulton

Dear Brendan,

Go Projects is enthusiastic about the opportunity to assist 151-155 Burwood Rd, Hawthorn with Project Management Services.

Introduction

Go Projects Australia is a Project Management and Construction Advisory consultancy focused on capital works projects. We have experience in Government, Commercial, Owners Corporation, Aviation and Retail sectors and understand the challenges of driving change and outcomes in these sectors to improve an existing property asset.

We provide capital work planning, development management, project delivery, advisory services and approach each project through a combination of complex problem solving and solution implementation.

Our Project Management Services includes the full spectrum of Project Management and Superintendency including to coordination of design, tender, procurement, and delivery of the relevant project's requirements.

Further to our recent discussions, we are pleased to present you with our customised Project Management services for the property. The Scope of Services offered within this submission are aligned with our understanding of the requirements and can be tailored to include, or exclude, certain project phases or services as required.

We are excited about the opportunity to establish a successful and ongoing relationship with your company and believe our fee represents the level of service that is expected on this undertaking.

Yours Sincerely,

Vytas Brazaitis
Projects Director
0407 640 369

Scope of Services

The Project - Project Management - Overview of Services

We understand that the Owners Corporation is seeking assistance with Project Management of their Project at the Building, and we make the following observations:-

- The Building is located in Hawthorn
- The Building consists of multiple apartments.
- The Owners Corporation (OC) are looking to undertake waterproofing repairs and new cladding works to the building.

Our approach as the Project Manager and Superintendent for your project would be to deliver the project with skill, certainty, and professionalism, whilst always remaining flexible to the changing needs of the project.

As experienced client-side Project Managers we work with professionalism and integrity to ensure the requirements of the contract are upheld. We are also cognizant of a 'best for project' approach and undertake the Superintendent role in a firm but fair manner, understanding that the successful completion of the project is beneficial to all parties.

We are currently engaged in other defect rectification projects including to occupied buildings and as such we are aware of the importance of clear, regular and coordinated communications to residents and the client.

In regard to provision of Project Management Services, please see the below breakdown of expected tasks for each key phase of the project;

- Phase 1 – Project Familiarisation & Preliminary Works
- Phase 2 – Design & Project Documentation
- Phase 3 - Tender, Contract negotiation and award, works scheduling
- Phase 4 - Construction – Superintendence & Project Management of construction works
- Phase 5 – Defects Liability Period

Phase 1.0 - Project Familiarisation & Preliminary Works

To undertake the initial stage of the project and determine a Project Management strategy clearly outlining the way forward for the project. We envisage that this phase of the project will include: -

- Review of existing project documentation
- Understand the Client's objectives, goals, and targets
- Undertake thorough site visit with to determine scope of works, limitations, possible works sequencing, timing, staging areas etc.
- Develop a preliminary works programme
- Identify and budget any other ancillary project cost items
- Liaise with Building Surveyor (Council and Private), experts and consultants
- Development of an estimated total project cost, in coordination with the Project Quantity Surveyor (PQS)
- Review of existing project documents and familiarisation with the building & works

Phase 2.0 - Design & Project Documentation

Part of this phase will also include a design development component, and would include the following tasks:

- Design documentation and due diligence by third parties as required
- Seek pricing from third parties as required – architects, engineers etc.
- Liaise with the client in preparation of finalised project cost estimate
- Attend meetings to work up design documentation including reviewing meeting minutes including action items as required
- Assist to complete coordination checks and detailed assessments of preliminary drawings, packages to ensure best set of construction documents prior to issue of building tender / 'for construction' documentation

Phase 3.0 – Tender, Contract negotiation and award, works scheduling

Works in this phase are typically the following: -

- Develop of project scope and pricing template
- Review provided documentation
- Review and analyse existing budgets and quotes
- Assist to coordinate contract documentation when appropriate.
- Formulate and finalise a Scope of Works
- Shortlist Tenderers
- Review procurement model – may be in-part pre-selected & negotiated
- Complete tender package
- Prepare final tender documentation packages and distribute to tenderers
- Manage the Contractors' tender process including RFI's, addendums and site visits.
- Identify and obtain further trade contractors to tender on the project.
- Complete a tender comparison and recommend preferred building contractor/s for the works considering all tender submission inclusions.

- Check references, previous project delivery interview etc.
- Review value management proposals and conduct workshop with contractors, Client and consultants as required.
- Enter commercial negotiations with Tender/s to discuss securities, deposits payment terms.
- Liaise with the Client, Client's lawyer (if required) and Contractor to finalise the contract agreement and arrange for contract signing by both parties.
- Facilitate the signing of the construction contract and distribute.

Phase 4.0 - Construction – Superintendence & Project Management of the construction works

The Superintendence and Project Management of the construction phase of the project include the following key tasks:

- Arrange for the update of project documentation (if required).
- Liaise with the Contractor in the pre-construction phase and gear up ahead of start.
- Detailed works planning and sequencing of works
- Obtain copies of the Contractor's contract works insurances and bank guarantees.
- Involvement in the seeking of the building permit,
- Review of the contract to ensure that 'kick-off' requirements are met.
- Familiarity with the works contract and builders offer.
- Undertake the dual role of client-side PM and Superintendent.
- Review of the Contractor's site management plans, strategic programming, and construction methodology to ensure best practices are being adopted for the project and resident requirements.
- Review of Contractor's statutory approvals and permits that may be required.
- Ongoing management and liaison of any project consultants that aren't being managed by the Contractor.
- Development of project communications strategy– to ensure that regular updates and clear, concise communications are provided.
- Keep Client informed of the financial position of the project compared to forecasts.
- Assist Client with any procurement items, ensuring that lead times and availability of items are considered. Potential purchases from overseas to be managed including freight logistics.
- Assessment of the building contractors monthly progress payments and issue of payment certificates in association with the PQS.
- Regular attendance on site to monitor progress of works.
- Receive and assess project consultant invoices.
- Assess and resolve project variations or scope change items.
- Review of Contractor's expected future cash flows, in conjunction with the PQS.
- Chairing and recording of site meetings – monthly.
- Present monthly report to Client, which will include a summary of works, status of recent meetings, live actions, commentary on programme, construction progress, contractual risk items, approvals required, photo record etc.

- Assessment of the contractors' payments and issuing of payment certificates.
- Manage the ongoing relationship between the Contractor, project consultants, stakeholder groups and Client.
- Engagement with client team and consultants to attend to Contractor's queries to finalise scope prior to commencement.
- Continuously review documentation to ensure design compliance with regulatory and statutory requirements.
- Liaise with the Contractor in the pre-construction phase and gear up in preparation for an official commencement.
- Obtain the Contractor's works insurances and bank guarantees as required.
- Involvement in the seeking of the building permit, in conjunction with the Contractor and Consultants (will be driven primarily by the Contractor).
- Ensure Contractor's have adopted all required statutory approvals and permits as required.
- Review the Contractor's site works including health and safety obligations and undertaking quality control inspections at regular intervals.
- Contract administration throughout the project including RFI's, variations, budgets and ongoing cash flow requirements, etc.
- Assess and resolve any project variations or scope change cost items
- At completion of the construction stage undertake a defects inspection and manage the Contractor's completion of items prior to the handover (as much as possible) prior to occupation.

The following completion activities are generally applicable at the tail end of the construction cycle:-

- At completion of the construction stage undertake a defects inspection and manage the Contractor's completion of items.
- Coordinate the final project wrap-up including issuing of handover manuals, as- built documentation, testing, commissioning, and the operation of services systems.

Phase 5.0 - Defects Liability Period

Upon completion of the project, a further 12 months 'defects liability period' exists, which obligates the Contractor to return to complete any defective work that is identified before the expiry of this 12-month period. A final sum of money (typically equivalent to 2.5% of the contract sum) is held until the completion of this period. The items that will be managed in this phase are:-

- Complete final defects and outstanding works list for action by Contractor.
- Undertake an assessment of defects at completion and manage the defect liability period (DLP).
- Ongoing management and coordination of defect rectification with Contractor, Client and Consultants.
- Complete final inspection with Contractor including assessment of defects prior to the expiration of the DLP.
- Complete final inspection at expiry of DLP and issue notice of completion.
- Management of close out of any final outstanding defects by Contractor.
- Advise Client regarding release of securities to Contractor.

Fee Structure

Go Projects Australia has completed many projects utilising the Project Management Framework. Our approach is to remain flexible to the changing needs of the project, whilst maintaining focus on the project objectives. As requested, we have been asked to provide a fee for our Project Management Services.

Our fees are as follows:-

Phase of Project	Anticipated duration	Monthly Fee (excl GST)
Phase 1.0 Project Familiarisation, Site Visit & Preliminary Works	~ 2 months	$5,000
Phase 2.0 Design & Project Documentation Markup and drawings and complete a Scope of Works for pricing.	~ 2 months	$5,000
Phase 3.0 Tender, contract negotiation and award, works scheduling.	~ 1 month	$5,000
Phase 4.0 Construction – Superintendence & Project Management of construction works. Value dependant on:- 1) Form of Contract 2) Number of Contractors selected. 3) Level of oversight.	TBA	6-8% of Construction Budget
Phase 5.0 Defects Liability Period		$Hourly

*Please note

Our fees are inclusive of minor alterations and time extensions to the phases. However, should significant changes in time or dollar value occur which increase the scope of our works or create corrective or additional and rework, during the phases, additional fees will be applicable.

Project Management Profile

Founded in 2018 – Go Projects was established to create a difference in the construction industry by providing Clients with a superior Project Management experience than the industry was currently offering. Working across Victoria and Queensland, we have experience across many sectors and a broad range of clients – including Client, Consultant and Contractor roles.

Project Team

Go Projects engage staff on a contractor-basis. We find that this team structure works best for our organisation and our clients, as it provides the flexibility needed to accommodate industry fluctuations, as well as reducing company overheads to ensure that our proposal costs truly reflect the project work required. The team proposed here has worked together for 10+ years.

As a small organisation, our clients have confidence knowing that the team they meet, is the team that will deliver their project.



Vytas Brazaitis - Project Director / Superintendent

The Director of Go Projects Australia, Vytas is a from a commercial building background having worked for major contractors both locally and abroad on projects valued to $370M AUD. Vytas' technical knowledge and project experience promote strong project delivery outcomes and he is always seeking the best outcomes for the client. Vytas is also a registered domestic and commercial building practitioner (Queensland and Victoria).

Qualifications:- Dip. Building – RMIT, B. Arts (Town Planning) VU, Post Grad Cert PM – RMIT, Australian Institute of Project Managers (MAIPM).



Labro Vrakas – Senior Consultant

Labro is from a civil engineering background and has extensive experience working as a Senior PM / Superintendent in a number of construction sectors across the full project life cycle in particular with Council, Government and Open Space projects. He has worked on Parks Victoria upgrades, Libraries, Foreshore Promenades and University and School projects.

Qualifications:- B. Eng (Building Engineering), Member - Australian Institute of Project Managers Certified Senior Project Manager (IPMA Level B)



David Wood - Senior Project Manager

David is from a civil engineering background and has experience working as a Senior PM / Superintendent in a number of construction sectors across the full project life cycle. David has a broad range of experience and represents clients with professionalism and respect.

Qualifications:- B. Eng (Civil) & B. Arts – University of Melbourne, Member - Australian Institute of Project Managers (MAIPM)



Phil Hall - Senior Project Manager

Phil is from a civil engineering background and has experience working as a Senior PM / Superintendent in the construction sector across the full project life cycle. Phil has a broad range of experience and represents clients with professionalism and respect.

Qualifications:- B. Eng (Civil) with Honours



Claire Tapp - Project Manager

Claire is from a media and corporate public relations background possess excellent communication skills, being a fundamental of successful project delivery. Claire has extensive experience on challenging projects with multiple stakeholders involved.

Qualifications:- Bachelor of Arts (Communication) RMIT, Media Training, Presenting Essentials

Selected Experience

Please see the below list for a sample of relevant and recent projects that we have been involved with:-

Project	Type	Services			Value
		PM	Superintendent	CM	
109 Wellington St St Kilda (Cladding Safety Victoria)	Building Remediation	X	X		$3 mio
150 Clarendon St East Melbourne	Leaking Gas Flue Remediation	X	X		$10 mio
247 Williams Rd Toorak (Cladding Safety Victoria)	Building Remediation	X	X	X	$2 mio
Edmund Rice Services	Community Centre / Heritage Work	X	X		$2 mio
24 Barkly Place Carlton	Recladding	X	X		$2 mio
Ettaro Apartments	Recladding	X	X		$1 mio
Thornbury Kindergarten (Victorian School Building Authority)	New Build	X	X		$1 mio
Blackburn South - 44 apartments	New Build	X	X		$12 mio
Kew Developments	New Build	X	X		$7 mio
St David Apartments Hobart	New Build	X	X		$5 mio
3-9 Armytage St Lorne	Recladding	X	X		$4 mio
318 Little Bourke St, Melbourne	Recladding	X	X		$1 mio
The Promenade South Melbourne	Façade Maintenance	X	X		$ TBA
143 Cecil St. South Melbourne	Recladding, Sprinklers	X	X	X	$2 mio
3-5 Hutton St Dandenong	Façade Maintenance	X	X		$3 mio
Haig St. Southbank	Recladding, Sprinklers			X	$3 mio

Clarifications and Fee Acceptance

Our Project Management Consultancy is subject to the following provisions:-

1. All fees are excluding GST.
2. We have assumed works will commence within a month of this proposal. If appointment coincides with an initial part month, then fee will be reduced accordingly on a pro-rata basis.
3. Should the project construction duration extend out past the dates noted in the above schedule for reasons out of our control i.e. client changes, building contractors programme etc. we would like the opportunity to discuss an ongoing monthly fee at the same monthly rate or pro-rata rate as noted in the above schedule. (Please note: it is obviously our full intention to procure this project in the best time possible considering all factors).
4. Either party may terminate this agreement by providing one month's notice in writing. The client would be liable for all fees for works completed up to, and including, the termination date (i.e. 1 month from the date of notice).
5. We have excluded Project Management advice not relating to works stipulated. These would be undertaken at hourly rates.
6. Provision of contracts for Consultants and Contractors are excluded from our fees. We use Australian Standard contracts and custom legal services which are in addition to our quoted fee proposal.
7. Project fee tax invoices will be issued by the 5th day of each month following the respective invoice month. Payment requested by the 15th day of each month.
8. Disbursements inclusive of the fixed lump sum fee; A4 / A3 in-house project required printing, standard travel allowances within Melbourne (as required).
9. Disbursements exclusive of the fixed lump sum fee; A4 / A3 client required printing, plan printing, courier services, building contracts, interstate travel or travel outside of standard allowances.
10. We may offer additional services such as design, trade works and testing services however these are excluded from this offer.
11. Professional Indemnity, Public Liability and Workcover insurance levels covered by Go Projects Australia are as follows:
    - Professional Indemnity - $2,000,000
    - Public Liability - $10,000,000
    - Work Cover - As per annual turnover
12. Should the services of Go Projects Australia be required outside of the realm of the subject project works, the following hourly rates (excl GST) would apply;
    - Principal Director $ 375 / Hr
    - Senior Project Manager $ 280 / Hr
    - Project Manager $ 230 / Hr
    - Assistant Project Manager $ 190 / Hr
    - Architect $ 270 / Hr
    - Office Administration $ 100 / Hr

Engagement and Fee Acceptance

The appointment for the scope outlined above will be based on AS 4122:2010 – the Australian Standards contract for consultants – in accordance with the notes in Annexure Part A noted below.

Please complete and return the acceptance form at the end of this document to accept this fee proposal.

Item	Description	Details
Item 1 clause 1.1	The Client is:	Details to be provided upon acceptance
Item 2 clause 1.1	The Consultant is:	Go Projects Australia 470 St Kilda Road Melbourne VIC 3004 ABN 83 627 682 179
Item 3 clause 1.1	The Contract Documents are:	In the following order of priority: 1. The Consultant's Fee proposal 2. The General Conditions of Contract – including annexures.
Item 4 clause 1.1	The Scope is described in the following Documents, or the Scope is:	The Scope is described in the Consultant's Fee proposal
Item 5 clause 5.1	The purpose(s) for which the Services will be suitable is/are:	Project Management and Advisory consulting services as specified by the Scope.
Item 6 clause 6.1	The Client's authorised representative is:	To be provided upon acceptance. If none identified, the Client can advise / change its authorised representative by giving written notice.
Item 7 clause 6.2	The Consultant's authorised representative is:	Vytas Brazaitis The Consultant can change its authorised representative by giving written notice.
Item 8 clause 10.1	Claims for payment must be made on the following basis:	A combination of the percentage of work completed of the fees and / or rates identified in the Fee proposal.
	Specify whether the basis is inclusive or exclusive of GST	GST exclusive as identified in the fee table of the Fee proposal.
	If rates apply, specify rates and intervals.	As specified in the fee table of the Fee proposal.
	Specify whether claims for payment, however calculated, will be paid in a single lump sum or in stages. If payable in stages, state the Fee or percentage of Fee payable for each stage.	A percentage of work completed for the different stages of the fees identified in the Fee proposal.
Item 9 clause 10.2	Disbursements for which the Consultant may claim payment:	As specified in the Fee proposal.
Item 10 clause 10.3	Time to claim payment is no later than:	The last Business Day of the month.
Item 11 clause 10.6	The time for payment is no later than:	30 days after receipt of invoice subject to a satisfactory credit check by us. If your credit check is unsatisfactory, payment will be required prior to carrying out the work.
Item 12 clause 10.9	The rate of interest for overdue payment is:	RBA target cash rate plus 6% per annum. Any actions taken by us to recover the debt of moneys not paid within 30 days of invoice will be paid for by the client.
Item 13 clause 12.1	Alternative 1: The date or the period after commencement of this Contract, by which the Services must be completed is:	The dates and times set out in the Fee proposal. If nothing is stated, then within a reasonable time.
Item 14 clause 12.3(c)	Other causes of delay for which the Consultant may notify an extension of time:	Events or circumstances which are beyond the reasonable control of the Consultant.
Item 15 clause 13.2	The Approvals to be obtained by the Consultant are:	Nil.
Item 16 clause 18	The key personnel are:	As specified in the Fee proposal or as advised by the Consultant. If none identified, the Consultant can advise / change its authorised representative by giving written notice.
Item 17 clause 19.2	Existing conflicts of interest:	None.

Item 18 clause 21.3	Copyright and other Intellectual Property Rights, the Alternatives that applies is:	Alternative 1.
Item 19 clause 21.3 Alternative 2	List excluded Intellectual Property Rights:	Intellectual Property Rights of third party suppliers, subcontractors and subconsultants to the Consultant.
Item 20 clause 21.4 Alternative 2	The additional amount payable to the Consultant for granting of Intellectual Property Rights to the Client is:	Not applicable.
Item 21 clause 22.1	Does clause 22 (Moral Rights) apply?	☐ Yes ☒ No
Item 22 clause 23.1	The following Documents are confidential:	1. The Fee proposal. 2. The Client Information. 3. The Deliverables.
Item 23 clause 24.4	Maximum period for which Client may suspend the Services at any one time, after which the Consultant may terminate:	2 Business Days.
Item 24 clause 29.1	The Consultant's liability is limited to:	Limited to the lesser of:- re-performance of the Services or 20% of the Consultant Fee. The Consultant is not liable to the Client for any indirect or consequential loss or damage, including but not limited to lost of profit.
Item 25 clause 30.2	The amount of public liability insurance is:	$2,000,000 in the annual aggregate.
Item 26 clause 30.4	The amount of the professional indemnity insurance is:	Notwithstanding clause 30.4 of the General Conditions of Contract: $100,000 in respect of any claim that is not a Cladding Claim in the annual aggregate – with no reinstatement, and $10,000 in respect of a Non- conforming and Non-compliant Building Product claim in the annual aggregate – with no reinstatement. Non-conforming and Non-compliant Building Product Claim is defined in the Consultant's insurance endorsement – wording available on request. A peer review is required to be undertaken for this part of the insurance to have effect. If the above amounts of cover become unavailable at commercially reasonable rates, the amounts required are nil and the parties will agree in good faith to alternative suitable levels of cover.
Item 27 clause 30.4	The professional indemnity insurance must be maintained for the following period:	One year after completion of the Services.
Item 28 clause 30.7	The Client must effect the following insurances and maintain them for the following periods:	Insurance: None Period: Not applicable
Item 29 clause 33.1	The address for the service of notices is:	The parties accept email or web based systems such as Aconex for the service of notices.
Item 30 clause 35	The law governing this Contract is:	The state or territory where the Services are to be substantially performed.
Item 31	Has this Contract been amended from its original form?	☒ Yes ☐ No As identified in this table.

I accept this fee proposal and terms

To accept this agreement, please complete the section below, sign and return to Go Projects Australia by email to vytas@go-pm.com.au.

Invoices and documentation will be made out to the company listed below and sent to the email address provided.

Company name: _____

ABN: _____

Street Address: _____

Suburb: _____

State: _____ Postcode: _____

Client's Accounts Payable Details

Contact person: _____

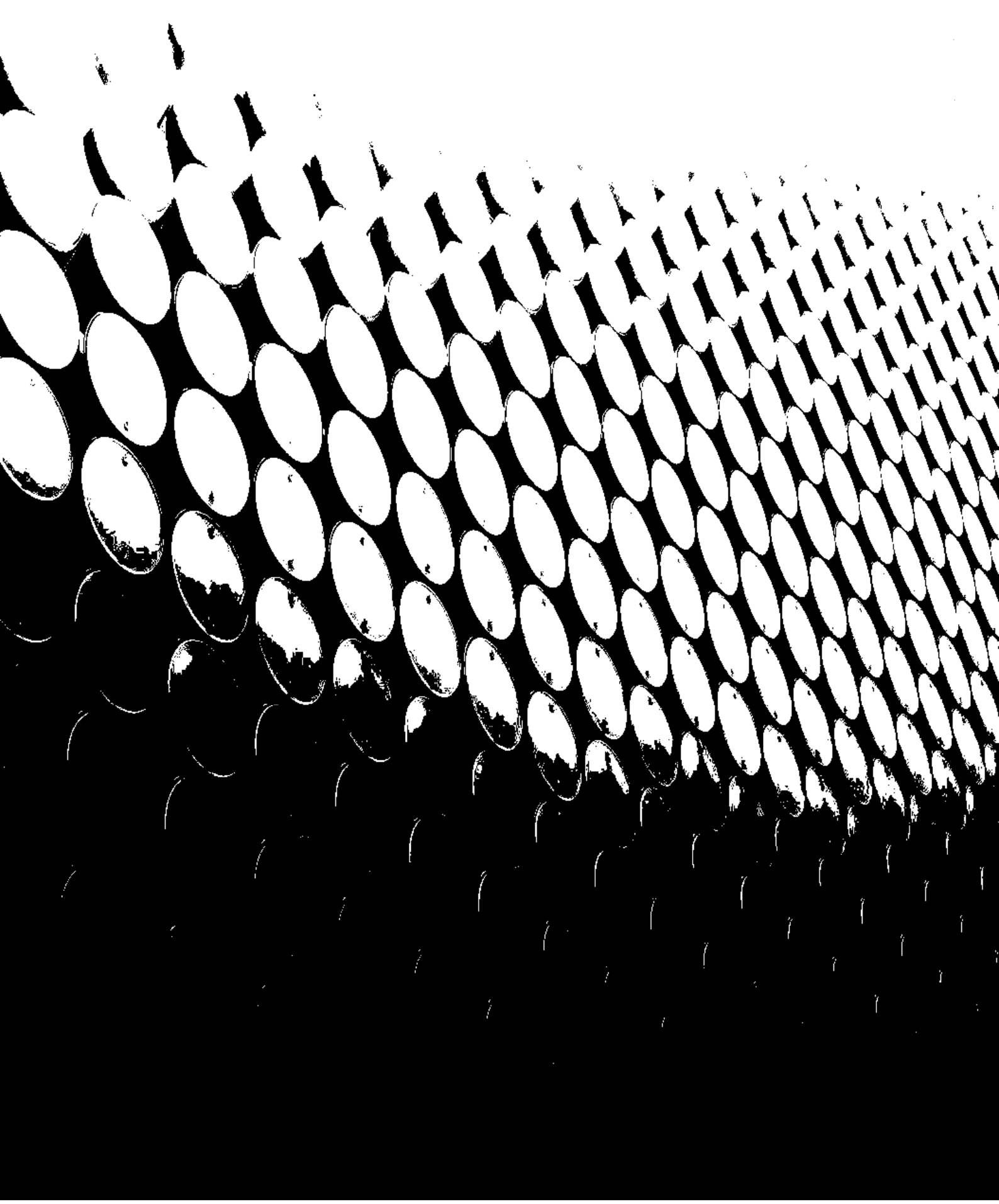
Email address: _____

Phone: _____

Authorised Client Representative

Name: _____

Email Address: _____



Go Projects Australia
470 St Kilda Road
Melbourne VIC 3004
www.go-pm.com.au
info@go-pm.com.au

Turnbull Cook Strata Management Pty Ltd
ABN: 79 092 466 987
PO BOX 6076, St Kilda Road Central VIC 8008
T: (03) 8697 0600
E: info@turnbullcook.com.au
W: www.turnbullcook.com.au

OWNERS CORPORATION PLAN NO.512432Q-1
151-155 Burwood Road, HAWTHORN 3122
7th June 2024

Dear Owners,

RE: BALLOT RESULTS

The Owners Corporation would like to thank all of those that have taken part in the Ballot Vote.

In accordance with the ballot notice first circulated to all lot owners on Wednesday 17th April, then passing as an **Interim Resolution** on Friday 3rd May 2024, please see below result:

The SECOND motion under consideration that had Passed as an Interim Special Resolution has subsequently:

PASSED as a SPECIAL RESOLUTION

"The Owners Corporation, pursuant to Section 25 of the Owners Corporations Act 2006, resolves by Special Resolution to borrow money through a loan facility for any shortfalls in case of emergency after all other private options have been exhausted. The shortfall loan would be interest only and for a maximum period of two years."

Confirming no petitions in writing were received at this office by **1st June 2024.**

If you should have any queries, please do not hesitate to contact us on (03) 8697 0600 or email us at andrea.hunter@turnbullcook.com.au OR info@turnbullcook.com.au

Yours sincerely,

Andrea Hunter
Owners Corporation Manager
Phone: (03) 8697 0600
Email: andrea.hunter@turnbullcook.com.au
OWNERS CORPORATION PLAN NO. 512432Q-1

Turnbull Cook Strata Management Pty Ltd
ABN: 79 092 466 987
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W: www.turnbullcook.com.au

OWNERS CORPORATION PLAN NO.512432Q-1
151-155 Burwood Road, HAWTHORN 3122
3rd May 2024

Dear Owners,

RE: BALLOT RESULTS

The Owners Corporation would like to thank all of those that have taken part in the Ballot Vote.

In accordance with the ballot notice circulated to all Lot Owners on Wednesday 17th April 2024 please see below for results.

The FIRST motion under consideration:

PASSED as a Special Resolution = 80%

"The Owners Corporation, pursuant to Section 24 of the Owners Corporations Act 2006, resolves by Special Resolution to strike a Special levy to the total amount of $1,659,783.77 for the Common Property Remediation Project."

	Voted **IN** favour	Voted **NOT** in favour	Abstained from voting	Total
Units of Lot Entitlement	16,175	1,560	2,445	20,180
Percentage	**80%**	**8%**	**12%**	**100%**

*This matter requires a special resolution which is at least 75% (15,135 units of entitlement) of the members of the Owners Corporation are in favour of the proposal.

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The SECOND motion under consideration:

PASSED as an INTERIM Special Resolution = 67%

"The Owners Corporation, pursuant to Section 25 of the Owners Corporations Act 2006, resolves by Special Resolution to borrow money through a loan facility for any shortfalls in case of emergency after all other private options have been exhausted. The shortfall loan would be interest only and for a maximum period of two years."

	Voted **IN** favour	Voted **NOT** in favour	Abstained from voting	Total
Units of Lot Entitlement	13,440	4,295	2,445	20,180
Percentage	**67%**	**21%**	**12%**	**100%**

*This matter requires a special resolution which is at least 75% (15,135 units of entitlement) of the members of the Owners Corporation are in favour of the proposal.

Interim Special Resolution – Motion 2

In the event that 75% has not been reached, Section 97 Owners Corporation Act 2006 determines that when a ballot is conducted for a matter requiring a special resolution and:

- at least 50% of the total votes are in favour; and
- not more than 25% are against the motion.
- it is passed as an **Interim Special Resolution**.

An interim special resolution becomes a special resolution of the Owners Corporation 29 days after the close of the ballot unless members representing at least 25% of the total votes of the Owners Corporation petition against the special resolution.

Any petition must be in writing and received at this office by **1st June 2024.**

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Motion 2 – Clarification

The Committee wish to ensure Motion 2 is clearly explained to all owners and the rationale and importance of the possibility of requiring a loan is outlined.

The passing of the 1st motion (80% in favour) reflects the motivation by most lot owners to progress the Remediation Project to address the water ingress issues at the property, in turn protecting our assets.

With regards to Motion 2: Whilst the loan option is a last resort option, the Committee feels it will be important to have that option available to ensure sufficient funds to progress the project in a timely manner.

The Committee is proposing that any loan required should only be taken out for any shortfall, as opposed to the whole amount.

When taking out a loan, the OC is the borrowing entity, and its costs are on-charged or recovered from those lot owners that have not paid their levy, as per lot-liability on the Plan of Subdivision.

This would be inclusive of the interest charges, therefore lot owners are still liable and will have to pay back their share, including interest. The lots that fail to pay the special levy on time will incur 10% interest per annum to be paid to the Owners Corporation.

Lot Liability is how levies are charged and Lot Entitlement determines voting rights for Special Resolution.

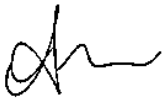
If there are enough funds to proceed then there would be no need to take out a loan.

The loan is to ensure the works can still be completed and paid for in a timely manner.

The Loan **does not mean** Lots that have been unable to pay within the timeframe and resulted in the shortfall occurring are excluded from the special levy.

If you should have any queries, please do not hesitate to contact us on (03) 8697 0600 or email us at andrea.hunter@turnbullcook.com.au OR info@turnbullcook.com.au

Yours sincerely,



Andrea Hunter
Owners Corporation Manager
Phone: (03) 8697 0600
Email: andrea.hunter@turnbullcook.com.au
OWNERS CORPORATION PLAN NO. 512432Q-1

AUSTRALIAN CONSULTANTS

SPECIFICATION FOR REMEDIAL WATERPROOFING WORKS AT 151-155 BURWOOD ROAD, HAWTHORN

Document No. 2021.j092-doc3(0)

Prepared for Owners Corporation 512432

By Sophie Favilla

April 23

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1 GENERAL

1.1 Background

1.1.1.1 The apartment building at 151 – 155 Burwood Road, Hawthorn is bounded by Burwood Road and Lynch Street in Hawthorn. The Building was constructed in 2004 and comprises 50 lots over five levels, including 49 apartments, and one commercial tenancy on the ground floor. All apartments feature outdoor balconies or terraces. The Building also has basement level carparking.

1.1.1.2 This Specification has been prepared based on the material, representations, information and instructions provided to us, and it is assumed that these are true and correct. The Specification must only be used in whole. The Consultant may revise the works described in this Specification particularly if new information becomes available.

1.2 Project Aim

1.2.1.1 The aim of the Contractor in carrying out these works to achieve long-term, durable water solutions to the known water ingress issues at the Building.

1.3 Safety and Environment

1.3.1.1 The nominated Contractor shall comply with all relevant safety and environmental legislation, including the Victorian Occupational Health and Safety Act (2004), the Occupational Health and Safety Regulations (2007) and the Environmental Protection Act (2017).

1.3.1.2 All site safety related aspects during the works are the responsibility of the Contractor, including safe access and public safety.

1.3.1.3 The nominated Contractor shall comply with all aspects of the works with respect to environmental management including the removal and disposal of materials in accordance with relevant regulatory requirements.

1.3.1.4 All activities pertaining to the management and interactions with any Asbestos, Lead paint or other hazardous materials in the course of the works shall be the responsibility of the Contractor including all requirements outlined in this section.

1.4 Definitions

1.4.1.1 The following definitions apply to this document:

i. Principal: Owners Corporation 512432, or an authorised representative thereof

ii. Contractor: the successful tenderer appointed by the Principal to conduct the Project

iii. Superintendent: Shall be defined by conditions of Contract

iv. Consultant: Infracorr Consulting Pty Ltd (Australian Waterproofing Consultants)

v. Specification: This document

vi. Works: Complete scope of works described in the Specification and Contract Hold Point: A mandatory QA point captured in the ITP in accordance with the Specification that requires inspection, verification or approval from a nominated person prior to proceeding to the next item in the Specification.

vii. SWMS: Safe Work Method Statement

viii. PQP: Project Quality Plan

ix. ITP: Inspection and Test Plan

x. WMS: Work Method Statements

xi. TMS: Test Method Statements

xii. SSD: Saturated, Surface Dry Condition - meaning the body of the concrete is saturated and free surface water has been removed from the surface of the concrete.

xiii. (the) Building: Apartment building at 151 – 155 Burwood Road

1.5 Scope of Works

1.5.1.1 The scope of works is summarised as follows:

i. Balcony remediation works, Section 3.

ii. Planter box repairs, Section 4.

iii. A new membrane system for the Level 1 small roof above apartment 1, Section 5.

iv. A new membrane system for Level 3 and Level 4 ballasted membrane roofs, Section 6.

v. Repairs to the waterproofing system at the Level 4 ballasted sheet membrane roofs, Section 7.

vi. Repairs to the steel roof on Level 5 (requiring engineering input), Section 8.

vii. General façade works, Section 9, including:

i. Waterproofing repairs to cold joints behind downpipes on Burwood Rd and Lynch St facades.

ii. Repairs/replacement of lightweight cladding.

iii. Weatherproofing works to façade pre-cast panels and blockwork.

iv. Plaster and texture repair and re-painting (including re-painting the full facades).

v. Timber staining for timber architectural elements on the Lynch St and Burwood Rd facades.

viii. Repairs to the basement and lower ground floor (with optional items), Section 10.

1.5.1.2 This specification relates only to the remediation works at the Building.

1.5.1.3 This document contains the minimum technical requirements for the remediation works.

1.5.1.4 Unless otherwise specified, all works described are the responsibility of and shall be carried out by the Contractor.

1.5.1.5 The scope of works includes the supply of all labour, materials, tools, and equipment required to perform all works outlined in this Specification. It also include all testing required as part of the works whether before, during or on completion of the works.

1.5.1.6 Minor works which are not expressly mentioned in the Specification or Contract but which are necessary for the satisfactory completion and performance of the work under Contract shall be addressed by the Contractor without adjustment to the contract sum (this includes for example, minor additional preparatory works for balconies which have not been expressly specified).

1.5.1.7 The contractor shall allow to have a weekly meeting with the Principal to provide an update of current progress, any items of conflict, latent conditions or any other items of note which affect the project.

1.6 Relevant Standards and Codes of Practice

1.6.1.1 The Contractor shall ensure that the Works are compliant with all relevant requirements from the Australian Standards and the National Construction Code. This shall include any relevant requirements from the latest revision of the following documents in Table 1.

Table 1: Relevant standards and codes

Standard/Code	Name
NCC 2022	National Construction Code of Australia, 2022
AS 4654.1-2012	Waterproofing membranes for external above-ground use - Materials
AS 4654.2-2012	Waterproofing membranes for external above-ground use - Design and Installation
AS 3958.1:2007	Guide to the installation of ceramic tiles
AS 4586-2013	Slip resistance classification of new pedestrian surface materials
AS/NZS 2311:2017	Guide to the painting of buildings
AS 3500.3:2021	Plumbing and drainage: Stormwater drainage
AS 3894	Site testing of protective coatings (various parts – latest versions to be used)
SA HB 198:2014	Guide to the specification and testing of slip resistance of pedestrian surfaces
AS 3600:2018	Concrete Structures
AS 1288:2021	Glass in buildings – selection and installation
AS 2208	Safety glazing materials in buildings
AS 1170.1-2016	Structural design action permanent, imposed and other actions
SA HB 84:2018	Guide to concrete repair and protection
ISO 9001:2015	Quality certification
Manufacturers SDS, TDS, method statements and associated documentation for the relevant materials.	

1.7 Materials and General Requirements

1.7.1.1 The Contractor shall inform the waterproofing membrane material supplier of application timing at least 3 weeks before application is scheduled in case advice is needed or the materials supplier wishes to inspect the works.

1.7.1.2 Pre-approved materials have been provided in this document. The Contractor may propose to use alternate materials, if so, the details shall be submitted to the Consultant for approval at least 3 weeks before intended usage. The Contractor shall include in their submission details the manufacturers datasheet and application instructions, statement from the supplier that the product is suitable for the given application and any limitations, and MSDS for the materials.

1.7.1.3 All materials used shall have a proven record of successful application in similar environments.

1.7.1.4 All materials shall be stored and transported in accordance with the manufacturer's instructions.

1.7.1.5 Materials stored beyond their recommended shelf life shall not be used.

1.7.1.6 Materials shall remain sealed in their original containers until the time of use.

1.7.1.7 Store all materials off the ground, under cover, and in a dry location. Protect from rain, water, freezing, excessive heat, foreign matter, and other damaging conditions until ready for use.

1.7.1.8 The Contractor shall maintain records of all materials installed, including batch numbers, and the locations in which the materials were installed.

1.7.1.9 All materials utilised shall be mixed, applied, and cured in strict accordance with the manufacturer's requirements to achieve the required properties such as adhesion and strength.

1.7.1.10 Pay close attention to the manufacturer instructions in relation to required conditions for application including temperature, weather, humidity, and moisture. The Contractor shall undertake moisture content readings of substrates prior to application where required.

1.7.1.11 The waterproofing systems and products shall be installed by the Contractor in accordance with manufacturer/supplier's instructions. This shall include all upstands, downturns, transitions, connections, details, fillets and the like as may be required to ensure a fully watertight finish is achieved. Where doubt exists, it is the Contractor's responsibility to seek clarification with the Consultant and/or material supplier.

1.7.1.12 The Contractor shall ensure any transition with the materials being installed are compatible with existing building elements where these are in contact.

1.7.1.13 The Contractor shall make suitable allowance for spare tiles.

1.7.1.14 Sample tiles shall be provided for approval prior to installation.

1.7.1.15 Do not cut, drill or chase structural elements unless approved by the Consultant.

1.7.1.16 Loading and unloading of materials shall be the responsibility of the Contractor using appropriate site safety and traffic management systems as may be required. The Principal nor its consultants are liable for any infringements or other matters relating to a failure on the part of the contractor to carry out its obligations under local, state or federal law in these matters.

1.7.1.17 Where any issue is not covered by the Specification, or where any discrepancy exists between the Specification and any referenced document, it shall be referred to the Consultant for clarification.

1.8 Contractor Qualifications

1.8.1.1 The applicator shall be well versed and experienced with the Works being performed.

1.8.1.2 Some products and methods in this Specification may require installation by an accredited or approved contractor. All works to be carried out by competent and experienced contractors with the corresponding qualifications, licences and accreditations to execute the relative works as required by the relevant standards, codes, and manufacturer instructions. This includes the requirement for plumbing works to be carried out by a suitable licensed person.

1.8.1.3 Contractor shall be licensed where required and insured to carry out the works.

1.9 Effect on Residents

1.9.1.1 Ensure that all existing services remain uninterrupted throughout the duration of the Works.

1.9.1.2 Where temporary disruption is unavoidable, provide notice and seek permission at least 5 working days prior to planned disruption. Permission to disrupt will be refused if reasonable alternative measures are practicable.

1.9.1.3 Allow for the maintenance of unimpeded tenant access to and from the site, including fire egress, and within the site to all common areas.

1.9.1.4 Noisy work (cutting, drilling, jackhammering, angle grinding, persistent hammering, sanding, etc) is to be conducted during the hours of 8:30am – 4:00pm, Monday – Friday, subject to the limitations set by the relevant Authorities.

1.10 Cleaning, Demobilisation and Making Good

1.10.1.1 All work shall be progressively cleaned, and all waste, rubbish and debris shall be collected and removed off site at the end of each day. Project waste shall not be disposed into the bins provided for the building occupants. No removal of materials is permitted through the apartment complex.

1.10.1.2 On completion of the works, all surplus materials, equipment, sheds, waste etc shall be removed from site.

1.10.1.3 The Contractor shall make good any damage to the building or building fabric caused by the Contractor during the repair works. This shall include (but may not be limited to):

i. Cleaning windows, joinery, doors and the façade of any construction materials. If glass is found to have been etched and not able to be cleaned, the Contractor shall notify the Consultant and seek further instruction.

ii. Performing repair works such as repainting and making good where damage has been caused or exposed due to the remedial works. This includes any repairs required to building fabric, painting, soffits, cladding etc.

1.10.1.4 On demobilization from site the contractor shall allow for a final site clean as necessary.

1.11 Warranties

1.11.1.1 In line with the works contract, and unless the works contract requires a greater warranty period, the Contractor shall provide a warranty for the whole of the Works for a minimum of 10 years. Where necessary, the Contractor shall obtain warranties from the material suppliers.

2 PRELIMINARIES

2.1 Safety and Environment

2.1.1 General

2.1.1.1 This Specification provides technical requirements - it does not detail the safety and environmental obligations which apply to the Contractor.

2.1.1.2 The Contractor shall ensure that appropriate safety systems and procedures that adhere with relevant Work Health and Safety Acts, Regulations, and Codes of Practice are in place and adhered to as part of the works.

2.1.1.3 The Contractor shall develop and adhere to a safety and environmental management plan incorporating safe work method statements (SWMS) for the project.

2.1.1.4 The Contractor shall establish suitable access and the provision of any facilities and services required.

2.1.1.5 Key considerations for the project to be addressed by the Contractor shall include but not be limited to the following.

General Safety and Environment

i. Heights - ensuring safety measures to prevent falls and falling equipment/material
ii. Hot works, including identifying and controlling fire risks and hazards during use of gas flame / torches including maintaining safety of the workers, residents, public, and maintaining integrity of the building. The Contractor shall develop and implement a risk management plan for the works.
iii. Handling and safe disposal of hazardous materials such as asbestos containing materials or leaded paint
iv. Safety of occupants, staff and public
v. Drilling – dust generation
vi. Noise
vii. Disposal of waste
viii. Any other relevant or general construction safety and environmental hazards

Property protection and security

i. Protection of neighbouring property and public property including council owned assets.
ii. Protection of existing building elements and finishes.
iii. Protection of newly completed works to avoid damage during the works. Security of the building

iv. Keeping the areas under the Contractor's control secure and locked at all times as required.
v. Do not use the site for any purpose other than those required to carry out the Works.

Maintenance of services and access

i. Maintenance of any services which may interfere with the Works or be affected by the works (including, fire protection services, gas, electrical and telecommunication cables, lightning protection, air condition systems, plumbing and water services, ventilation and ducting, lifts, plant, etc).
ii. Maintenance of unimpeded normal access, including fire egress, access to common areas by occupants, and any required special access by other personnel as required (for example maintenance personnel).
iii. The contractor shall ensure all emergency egress points are maintained and that emergency services are not inhibited during any emergency event. Where there is doubt consult the Principal for clarification.

2.1.2 Temporary Weatherproofing

2.1.2.1 The contractor shall provide temporary weatherproofing via use of tarpaulins, barriers or other such means where any removed materials may impact the weathertightness of the building during works.

2.1.3 Balustrades

2.1.3.1 Where balcony balustrades are removed allow to provide temporary barricading/ barriers to exclude access to the balcony edge as required to ensure health and safety of all workers and tenants as required. These barriers will be required to be in place for as long as the work progresses until a permanent barricade/ barrier is replaced. Installation of balustrades shall be undertaken with reference to AS 1288:2021 and any other applicable standard relevant to balustrades/ barriers.

2.2 Quality Plan

2.2.1.1 The Contractor shall develop a Project Quality Plan (PQP), including Inspection and Test Plans (ITPs), Work Method Statements (WMS) and Test Method Statements (TMS) for the works, including all tests listed in all the different sections of the Specification.

2.2.1.2 The Contractor shall ensure to maintain accurate records of repairs are completed, including but not limited to the following information:

- Location of repairs;
- Extent of repairs;

- Products and product details (such as batch numbers, etc.) used for the repair;
- Witness and Hold Point check records;
- ITPs for all testing performed; and
- Names of the personnel completing inspection of Witness and Hold Points.

2.2.1.3 All aspects of the works shall be performed in accordance with the PQP.

2.3 Access and Storage Plan

2.3.1.1 Liaise with the Principal to agree on method and areas for:

i. Access to the work site

ii. Storage of materials

iii. Site amenities (including site shed if required)

iv. Protection works

2.3.1.2 Parking is limited around the site and the Contractor must coordinate parking with the Principal and ensure the safe and efficient movement of all Contractor vehicles.

2.3.1.3 The Contractor shall arrange any relevant permits, approvals, traffic management etc whether from local councils, VicRoads, power suppliers, neighbouring properties or other parties, as required for access and material storage.

Hold Point

Submit to Client/Consultant for approval:

- Contractor Qualifications
- Safety and Environmental Management Plan documentation
- Plans for relocation and/or protection of existing services throughout Works
- Quality Plan, ITPs, WMS and TMS
- Proposed Access System documentation
- Details of materials to be used and any alternative material approval requests

2.4 Notify Residents and Mobilisation

2.4.1.1 The Contractor shall submit documented details to the Consultant of any access systems to be installed as part of the works for approval.

2.4.1.2 The Contractor shall provide notification to the owners/residents as agreed by the Principal, a minimum of 4 weeks prior to mobilisation. The Principal is to arrange for furniture to be cleared from the work areas during this time.

2.4.1.3 Once the notification period has elapsed the Contractor shall mobilise to site and commence the works including installation of any access systems.

2.5 Dilapidation Report

2.5.1.1 The Contractor shall notify the Principal of any existing defects that could be misconstrued as having been caused by the Contractor (e.g. dilapidation) and provide photographic records of any such issues.

3 BALCONY REMEDIATION

3.1 General

3.1.1.1 This section covers balcony remediation works consisting of new waterproofing systems and tiling to be installed to selected balconies, as well as other specific repairs to selected balconies such as window and door weatherproofing works. The scope of works is based on the unit owners which have agreed to the works.

3.1.1.2 The Contractor shall perform the works in this section to each unit as detailed in Table 2. This table should be cross referenced with Table 4

Table 2: Apartment Index

Section	Item	1	2	7	8	9	101	104	105	106	108	109	111	112	201	204	205	210	211	212	304	308	309	401	402	403	404	405
3.3.1	Substrate preparation	■	■	■	■	■	■	■				■	■	■	■	■		■	■	■	■	■	■		■		■	■
3.3.2	AC unit relocation	■	■	■	■	■	■	■				■	■	■	■	■		■	■	■	■	■	■		■		■	■
3.3.3	Additional Balcony Works							■	■	■	■						■						■	■	■	■	■	■
3.3.4	Install hob at apartment boundaries			■	■	■																	■					
3.3.5	Emergency Overflow	■	■	■	■	■																						
3.3.6	Waterproofing System	■	■	■	■	■	■	■				■	■	■	■	■		■	■	■	■	■	■		■		■	■
3.3.7	Tiling and Finishing	■	■	■	■	■	■	■				■	■	■	■	■		■	■	■	■	■	■		■		■	■
3.3.8	Window and Door and Weatherproofing	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

3.2 Materials

3.2.1.1 The primary materials required in this section are detailed in Table 3.

Table 3. Pre-approved materials for this section

Application	Status	Product
Floor Screed	Pre-approved	ACS Traditional Floor Screed
Primer for non-porous materials	Pre-approved	WPA 160, specialised solvent-free primer for non-porous surfaces
Epoxy Primer	Pre-approved	WPA 560
Membrane Adhesive, Detail Membrane	Pre-approved	WPA 200
Sheet Membrane	Pre-approved	WPA Aqualay
Transition reinforcement	Pre-approved	WPA Elastoband
Membrane Topcoat (for exposed WPA 200)	Pre-approved	WPA TuffCote
Plumbing components	Contractor to propose	As required
Tiles	Pre-approved	New tiles to be confirmed by Client, with suitable slip resistance as per the NCC requirements
Tile Adhesive	Pre-approved	TPA Lite
Tile Grout	Pre-approved	TPA Tru Colour Grout
Movement Joint Sealant	Pre-approved	TPA Tru Colour Sanitary Silicone
Render (if required)	Contractor to propose	If required, Contractor to propose suitable render to match existing which is compatible with the other products
Paint system	Pre-approved	Dulux Weathershield (re-painting of existing rendered elements or other existing painted surfaces)
Material for hob construction	Contractor to propose	Allow for suitable concrete mortar hob
Emergency overflow scupper	Contractor to propose	As required

3.3 Execution

3.3.1 Substrate preparation

Demolition

3.3.1.1 Provide protection to those building elements not being repaired.

3.3.1.2 Remove tiles, screed and waterproofing back to a sound concrete base or structural screed base.

3.3.1.3 Remove the screed.

Note - If, after removing the tiles, the Contractor is of the belief that the screed is in suitable condition to remain in place (with no repairs or only minor repairs), the Contractor shall discuss and seek approval from the Principal or Consultant.

3.3.1.4 Inspect and confirm suitability of waste outlet for compliance to AS 3500.3 Stormwater drainage. Where required, replace with compliant waste outlet.

Temporary cladding removal

3.3.1.5 Where required, remove cladding to enable a membrane upstand to be installed. This may require other building works to remove some cladding elements and the extent of the removal works required may vary depending on the particular cladding installation of each apartment balcony.

3.3.1.6 On completion of the waterproofing works described in this Section 3, the Contractor is to reinstate the cladding and texture/paint finishes. The Contractor shall make good all those items required (such as rotten or deteriorated cladding framing, plaster) to ensure the cladding is reinstated to relevant standards and that the cladding is weatherproofed, installed neatly, with adequate and durable fixings.

Services and penetrations

3.3.1.7 Check for electrical services or other cabling, conduits, plumbing and the like which may be in or around the work area (for AC units, see Section 3.3.2). Ensure allowance is made to deal with these in a safe manner, including isolation / de-commissioning and re-commissioning where required.

3.3.1.8 Make penetrations weathertight (both to ensure temporary weatherproofing during the works, and with appropriate membrane detailing).

Metal balustrades (privacy screens)

3.3.1.9 Where metal balustrade posts are present, these will need to be accommodated with suitable detailing with the membrane.

3.3.1.10 The balustrade posts are to be retained in place and waterproofing in accordance with AS 4654.2:2012.

Glass balustrades

3.3.1.11 Glass balustrades are present on Burwood Rd and Lynch St facades from Level 1 up.

3.3.1.12 The Contractor shall allow to remove glass balustrades and frames to enable balcony waterproofing works including screeds and waterproofing membranes and suitable connections with downpipes.

3.3.1.13 The Contractor shall put in place suitable fall protection measures while the works are undertaken.

3.3.1.14 If the Contractor believes the works can be performed with the glass balustrades in place, the Contractor shall discuss and seek approval from the Consultant.

3.3.1.15 The contractor shall arrange to reinstate the glass balustrade on completion of the works. This may require a new balustrade to be installed of the same or “similar” design to the existing. Installation shall be carried out in accordance with the requirements of AS 1288:2021 and any other relevant standard associated with the installation of a balustrade/ barrier.

Surface preparation

3.3.1.16 Prepare the exposed substrates to be able to receive new outlet and subsequent materials including screed and membrane. Substrate repairs with repair mortar shall be performed where required. If significant defects are identified, notify the Consultant/Client.

Note - Apartments 7, 8 and 9 may require custom made scupper type outlets. The contractor shall allow to utilise the existing downpipe connections

3.3.1.17 Mechanically grind or use other appropriate preparation methods at all upstands and downturns to a height of 150 mm (to be confirmed during works) to present a clean, uncontaminated substrate ready for priming for walls of solid construction.

Note – where priming to existing membrane in sound condition is to be undertaken, the contractor shall ensure compatibility with the existing membrane system. This may require adhesion testing and or consultation with the material supplier to select the most appropriate primer solution.

Hold Point
Contractor to propose method and materials for upstand installation providing suitable substrate for waterproofing upstands which does not conflict with cladding reinstallation.

3.3.1.18 The Contractor shall install solid upstands as agreed. This shall include behind lightweight cladding where the Contractor shall allow for additional works to prepare the substrate to have a continuous, smooth and solid upstand suitable for the waterproofing upstands. This is expected to consist of installing timber blocking or other appropriate form of construction. The Contractor must ensure new upstands do not conflict with cladding reinstallation.

3.3.1.19 The Contractor shall remediate any discontinuities in the slab or wall to provide a sound substrate suitable for the application of the waterproofing membrane. This will include patch repairing cavities in the slab with repair mortar as required.

3.3.1.20 External corners to be waterproofed must be bevelled to ensure a smooth transition of membrane across the corners.

3.3.1.21 Clean the surfaces, taking care not to damage the substrate, so that surfaces to be waterproofed are free of mould, paint, sealers, coatings, curing agents, loose particles and other contamination or foreign matter that may interfere with the adhesion or curing of any subsequent coatings.

3.3.2 AC unit relocation and recommissioning

3.3.2.1 If AC units are present on the balcony and need to be removed, temporarily relocate the units as follows.

i. Arrange to temporarily uninstall the units and arrange suitable protection of conduits and other peripheral components.
ii. Arrange temporary storage of the AC units during the waterproofing works (ensuring measures are in place to protect the units from damage or theft).
iii. AC conduit penetrations shall be installed with purpose-designed, watertight flashing and shall be suitably treated and made watertight.
iv. On completion of the waterproofing works, recommission the AC units in accordance with the relevant requirements, in an equivalent manner to how they were originally installed as far as practical.

Hold Point
Consultant to review substrate preparation.

3.3.3 Additional balcony works

3.3.3.1 Additional specific works shall be performed where noted at the units listed in Table 4. The Contractor may need to arrange specific access (for example to the slab edges on the façade related to balconies 106 and 108).

3.3.3.2 The methods required for these works require discussion once the areas are exposed/accessible. The Contractor shall liaise with the Consultant to confirm the specific repair methods before continuing.

Hold Point
Consultant to confirm repair methods for the items in Table 4. This will require input from appropriate subconsultants (e.g. engineer) as noted below.

Table 4: Additional Works

Unit	Expected works (methods to be confirmed)
104	Check rear of apartment wall to west elevation above small roof of apartment 1. Check all façade joints, cracks and window frame to façade junctions and to seal as appropriate. (refer section 5 for works connected to this apartment)
105	Replace all sealants at balcony tile to wall junctions.
106	Seal crack on slab edge to ensure water ingress is prevented from affecting the steel shelf angle. Remove all sealants at wall to balcony junction and replace with new sealant installation. Allow to remove blistered coating as required and re-paint. Perform concrete repairs to balcony floor slab crack – engineering input is expected to be required. The Contractor shall allow for input from an appropriately qualified engineer. Repair crack on balcony render at floor to wall junction (method to be confirmed on receipt of engineering advice). Replace all sealants at balcony tile to wall junctions. On completion, re-render and re-paint over repairs to match existing.
108	Repair balcony floor slab crack – engineering input is expected to be required. Repair crack on balcony render at floor to wall junction (method to be confirmed on receipt of engineering advice). Replace all sealants at balcony tile to wall junctions. On completion, re-render and re-paint over repairs to match existing.
205	At the south end of the balcony, seal gap at junction of balcony slab above. Seal crack to infill render above balcony slab connection. Remove all sealants at wall to balcony junction and replace with new sealant installation. Remove blistered coating as required and re-paint.
211	Arrange access the façade to water test and inspect exhaust grille. Repair water ingress point and secure exhaust grille.
309	While external façade access is provided, replace hinges at window awning within bedroom.
401	Check and if required replace two outlet discharges from non-trafficable ballasted roof (Burwood road elevation) with a “scupper type” outlet. This may require a custom-made design (refer also to works required to the ballasted roof at section 6).

Unit	Expected works (methods to be confirmed)
402 and 405	Repair/ replace privacy screen at balcony. As a minimum this is expected to include: • Remove defective cladding to the end privacy wall of the balcony. • Build a nib wall approximately 100mm in height to site the privacy wall onto. • Ensure the Nib wall is waterproofed and the cladding sits above the wearing surfaces. • Rebuild the privacy wall in accordance with cladding manufacturer recommendations. • Install a saddle flashing or similar at the top of the wall where it intersects with the wall cladding and to adequately flash or otherwise weatherproof any vertical cladding to cladding junctions.
404 and 403	Repair the external walls of planter boxes. This includes repair of cracks and re-rendering and external waterproofing. Repair or replace aluminium cover plate between joinery of apartment 404 and 403.

3.3.4 Install hob at apartment boundaries

Hold Point
Contractor and Consultant to review balconies and confirm materials and method and details for installing hobs, including how to treat balcony waterproofing & tiles on the non-repaired side.

3.3.4.1 Where privacy screens are present, the Contractor shall temporarily remove and store these and then reinstate on completion of membrane works. Where removed, the Contractor shall arrange a temporary privacy screen during the works.

3.3.4.2 Where specified to a unit/balcony, a hob is to be installed at level boundaries with other balconies. The Contractor may need to allow repair/reconnection to the waterproofing membrane on the non-repaired balcony, and re-tiling in order to facilitate installation of the hob.

3.3.4.3 Install a 100 x 100-mm raised hob at the transition between units and alter screeds to suit to ensure adequate cross falls, if required.

> **Note**: Installation of the hob may require works to associated cladding and other building elements. If so, the Contractor shall remove and alter associated elements to facilitate the installation and waterproofing of the hob.

3.3.4.4 The hob shall extend from wall to wall. The height may be adjusted subject to approval by the Consultant, if required to accommodate the waterproofing system and/or other finishes.

3.3.4.5 Before installing the hob, the hob location on the balcony is to be prepared by scabbling to the ICRI CSP 5 standard. An approved bonding argent it to be applied prior to concrete placement in accord with manufacturer's instructions.

3.3.4.6 The junction between the hob and parapet and building walls shall be detailed as a control joint with a suitable gap and sealant junction.

3.3.4.7 The hob shall be anchored and reinforced using AS/NZS 4671-2001 D250N12 (12mm deformed) reinforcement steel bars. Vertical (starter) bars shall be installed at 100mm from each end of the hob and at 300mm centres, to a depth of 50mm into the slab. The hob shall be reinforced with a minimum 12 mm horizontal bar through the centre of the hob. Minimum 40mm concrete cover to be maintained.

3.3.4.8 Formwork shall be designed, constructed and stripped by the Contractor in accordance with AS 3610 (latest versions of the series).

3.3.4.9 Concrete shall achieve a minimum 25 MPa compressive strength after 28 days and shall be installed and cured in accordance with AS 3600:2018, any other relevant Australian standards and the manufacturer's instructions. Concrete shall be mechanically vibrated in the form to give maximum compaction without segragation of concrete. The use of chloride additives is prohibited.

3.3.4.10 The hobs shall be included in membrane and tiling works including appropriate membrane detailing at the hob corners.

3.3.5 Emergency overflow apartments

Hold Point
Contractor to obtain suitable civil engineering input in regards to penetration through slab and connection to stormwater system and submit details to Consultant

3.3.5.1 Install an emergency overflow relief, above existing outlet within the balcony connected to the stormwater system. The Contractor shall allow for civil engineering input as required, as this will involve a penetration through the concrete slab and connection to the existing stormwater system.

3.3.6 Waterproofing system

Drain reinstatement (where required)

3.3.6.1 Install appropriate leak control flanges at drainage outlets in preparation for waterproofing works.

Screed

3.3.6.2 Install a new screed as per manufacturer's instructions with falls of not less than 1:100 to any outlet or drain. Use appropriate cross falls where multiple changes in plane are necessary.

3.3.6.3 Allow the screed to cure prior to further waterproofing.

Primer Coat

3.3.6.4 Plan primer application such that weather is suitable. Do not apply if rain is imminent.

3.3.6.5 Apply WPA 160 primer to any non-porous surfaces such as PVC or metal pipe penetrations.

3.3.6.6 Apply WPA 560 primer as a general primer to all prepared areas to be waterproofed in accordance with manufacturer's instructions.

3.3.6.7 Apply by roller ensuring a continuous, unbroken resin film. Apply a second coat ensuring manufacturer specified WFT is achieved for each coat.

3.3.6.8 Allow to cure in accordance with manufacturer's requirements for overcoating with a membrane.

Fillets

3.3.6.9 Install sealant bead to internal changes of direction as a fillet (including horizontal to vertical junctions) in accordance with AS 4654.2:2012 "External Membranes for Above Ground Use – Design and Installation", Clause 2.7 Fillets.

Membrane Installation

3.3.6.10 Plan membrane application such that weather is suitable. Do not apply if rain is imminent.

3.3.6.11 Apply WPA 200 onto sufficiently dried primed surface using a brush, roller or airless spray, ensuring an even consistent coat with a 0.6mm WFT.

3.3.6.12 After the first coat of WPA 200 has sufficiently dried, apply a second coat of similar thickness at right angles to the first coat. While the second coat of WPA 200 is still wet, position and unroll the WPA Aqualay and press in place using a trowel/float or pressure roller, ensuring a firm bond is achieved by removing all air pockets and excess WPA 200.

3.3.6.13 WPA Aqualay sheets shall be overlapped by a minimum of 50mm and sealed using WPA 200.

3.3.6.14 Apply top-coat using two (2) coats WPA Tuffcote to any areas of the balcony which will have exposed WPA 200 (i.e. not covered with WPA Aqualay, for example within spoon drains).

3.3.6.15 Apply WPA Elastoband at vertical and horizontal transitions as per the manufacturer's instructions.

NOTE – application of membrane system shall be in accordance with AS 4654.2:2012.

Hold Point
Consultant to review membrane application

3.3.7 Tiling and Finishing

Tile Installation

3.3.7.1 Apply tile adhesive to the prepared substrate in accordance with AS 3958.1:2007, with particular attention to all sealant joints as required to allow for movement.

3.3.7.2 Application of adhesive should be limited to an area up to 1-2m^2 at a time to avoid skinning. If skin develops, product should be removed and fresh adhesive reapplied.

3.3.7.3 Ensure that the whole of the back of the tile is in good contact with the adhesive with no voids. Remove a tile periodically during installation to ensure correct coverage.

3.3.7.4 Use the following methods as appropriate:

i. **Notched trowel method** - Adhesive application to be as described in AS 3958.1:2007, clause 5.6.2(a). Notched trowel sizes shall be no less than 10mm x 10mm x 10mm. Use an appropriately notched trowel to achieve full coverage.

ii. **Buttering method** - Adhesive application to be as described in AS 3958.1, Clause 5.6.2(c).

iii. For tiles in awkward locations, the buttering method may be required, or fixing might be necessary to achieve full bedding.

3.3.7.5 Install a soldier tile around any exposed upstand that is not covered by cladding to the height of the membrane upstand, nominally 100 mm.

3.3.7.6 Install drainage grates to the outlets.

Movement Joints

3.3.7.7 The following principles for sealant installation shall be followed in conjunction with manufacturer's recommendations.

3.3.7.8 Provide movement joints in the tiles as described in AS 3958.1-2007, clause 5.4.5.

3.3.7.9 Sealant depth to width ratios shall be followed in accordance with manufacturer's requirements for joints of varying sizes. The minimum joint configuration shall not be less than 6 mm x 6 mm.

Note – Structural movement joints to extend entirely through the tile and screed to the background.

3.3.7.10 Sealant joints shall be applied:

i. Above soldier tiles to finish the top of the tile with a fillet and ensure water running down vertical faces is shed away from the tile upstand.

ii. As a sealant bead to the top of skirting tiles and the underside of the window/door slider junctions to prevent water percolating back to the underside of the sub-sill.

iii. Corner locations, including in wall tiling at internal vertical corners.

iv. At floor tiling at junctions with walls, columns, nibs, hobs, drainage outlets, and similar.

v. At interruptions: around fixtures interrupting the tile surface; at junctions with joinery fixtures, including window and door frames and at changes in substrate or background.

vi. In large areas: In floor tiling provide joints at not less than 4.5 metres spacing in both directions and over all existing expansion joints.

3.3.7.11 The sealant shall be backed by a backing rod or bond breaker tape and shall only be adhered to two surfaces to allow sufficient free movement.

Tile Grouting

3.3.7.12 Tile grouting shall be performed in accordance with AS 3958.1, Clause 5.7.

Tile Finish and Joints

3.3.7.13 Provide tile finish and joints, including tolerances, as described in AS 3958.1, clause 5.4.6. Joint widths to be suited to the tile and to the manufacturer's instructions.

Finishing

3.3.7.14 Top coat any areas of the balcony which will be exposed (i.e. not tiled or covered by ballast) as required.

3.3.7.15 Protect tiles from damage and foot traffic for at least 24 hours after laying and grouting. Provide protection with sheet material such as corflute protection board.

3.3.7.16 Remove all debris and waste.

3.3.7.17 Thoroughly sponge and wash the tiles to leave them completely clean and without blemish. Finally, polish tiles with a clean, dry cloth.

3.3.7.18 Make good any junctions with existing building finishes where these have been affected by the works. This shall include where the membrane has been taken horizontally or vertically to other building elements.

3.3.8 Window and Door Weatherproofing

3.3.8.1 Within each balcony window joinery and external façade windows and doors, Check all window and door seals and sealants for defects.

Hold Point

- Contractor to submit details of areas requiring repair
- Consultant to confirm repair methods

3.3.8.2 Perform repairs where water ingress is identified or where there are defective seals or sealants.

3.3.8.3 Where joinery is beyond repair and further remedial works is deemed to be of little value, seek further instruction from the Client or Consultant.

4 PLANTER BOX REPAIRS

4.1 General

4.1.1.1 This section is for remedial works required to external planter boxes (apartments 1, 2, 7, 8, 9, 401, and 404 and planter box along the Lynch St elevation at level 1).

4.1.1.2 Apartment 401 will require as part of the planter box remedial works removal of a metal roof covering both planters boxes at the Burwood road elevation.

4.2 Materials

4.2.1.1 The primary materials required in this section are detailed in Table 5.

Table 5. Pre-approved materials for this section

Application	Status	Product
Screed	Pre-approved	ACS Traditional Floor Screed (if required to correct falls)
Primer	Pre-approved	WPA 560 (adhesion test/compatibility to be confirmed on site by contractor)
Membrane	Pre-approved	Bayset Mapei Plastimul liquid bituminous membrane
Transition reinforcement	Pre-approved	Bayset Mapeiband TPE
Membrane termination bar	Pre-approved	Supplier to provide
Membrane protection / drainage cell / geotextile fabrics	Pre-approved	WPA Drainage Cell – to be applied to the base and walls of the planter box.
Plumbing components	Contractor to propose	As required. Allow to provide repair to plumbing connections where these are defective
Overflow protection	Contractor to confirm	The contractor is to reference AS 4654.2:2012 clause 2.13 Planter boxes and allow to provide a suitable inspection and overflow relief (refer 2.13.note 1)
Render (if required)	Contractor to propose	If required, Contractor to propose suitable render to match existing which is compatible with the other products
Paint system	Pre-approved	Dulux Weathershield (re-painting of existing rendered elements or other existing painted surfaces)

4.3 Execution

4.3.1 Planter box preparation

4.3.1.1 Where there are planter boxes, remove plants and soil from the planter box. Any plants that are in good condition shall be stored for replanting by owners if desired. Allow to store

soil for re-use once new membrane works are complete. If, required the Contractor shall provide new soil.

4.3.1.2 Clean the planter boxes so that there is no soil or other deleterious material left which may affect the installation of the new membrane system.

4.3.1.3 Make good any damage to the planter box floors and walls. Ensure any penetrations are adequately prepared and ready for application of the new membrane system and sealed as required.

4.3.1.4 Apartment 401 – Remove metal roofing covering both planter boxes as part of the preparation phase and dispose as required.

4.3.1.5 Allow to carry out any required remediation to waste outlets as required to ensure the outlet is free of defects

4.3.2 Substrate preparation

4.3.2.1 Prepare substrates to receive waterproofing following the instructions in Section 3.3.1 and as per the manufacturer instructions.

4.3.2.2 Allow to carry out any required remediation to waste outlets as required to ensure the outlet is free of defects.

4.3.2.3 Consult with materials supplier to confirm requirements for compatibility between new and old membrane systems. Allow to carry out adhesion testing if required to confirm compatibility.

Hold Point
Consultant to review substrate preparation. Contractor to submit details of membrane compatibility advice/results

4.3.3 Waterproofing system

4.3.3.1 Repair or replace any defective outlets as required.

4.3.3.2 Install screed using the method in Section 3.3.6 with compliant falls to wastes if required.

4.3.3.3 Apply primer coat using the product and material recommended by planter box membrane supplier.

4.3.3.4 Install the membrane system in accordance with supplier/ manufacturer instructions and applicable standards.

Note that membranes shall be terminated above finished soil level (minimum 100 mm above) by mechanical flashing pressure bar or terminating under any over flashing. Membranes shall be

terminated into waste outlets using a nominated clamp waste outlet or other suitable means to ensure a watertight seal is achieved.

4.3.3.5 Install membrane protective topcoat in accordance with manufacturer's instructions where the membrane is exposed above ground to match existing.

Hold Point
Consultant to review membrane application

4.3.3.6 Install waterproof membrane protection / drainage cell material.

4.3.3.7 Install overflow provision in line with AS 4654.2:2012 Clause 2.13 *Planter boxes*.

4.3.3.8 Refill planter boxes with existing soil, topping up with new soil as required.

4.3.3.9 Replanting is excluded from the Contractor's Works and is to be arranged by others.

5 LEVEL 1 SMALL ROOF ABOVE APARTMENT 1

5.1 General

5.1.1.1 This section covers application of a new bituminous torch-on membrane system to the small roof above Apartment 1.

5.2 Materials

5.2.1.1 The primary materials required in this section are detailed in Table 6.

Table 6. Pre-approved materials for this section

Application	Status	Product
Screed	Pre-approved	ACS Traditional Floor Screed
Primer	Pre-approved	Antirock Primer, a bituminous primer
Membrane base sheet (where required)	Pre-approved	Soprasun Plus 3, APP-modified bitumen sheet membrane
Membrane cap sheet	Pre-approved	Soprasun Plus 4.5 kg Mineral, APP-modified bitumen sheet membrane
Membrane terminations (pressure seals where required)	Contractor to propose	Aluminium pressure seal, extruded termination bar
Termination sealant	Pre-approved	Sopramastic, solvent based bitumen mastic
Vertical downward termination	Contractor to propose	Vertical downward termination required as a metal flashing
Paint system (if required)	Pre-approved	Dulux Weathershield (re-painting of existing rendered elements or other existing painted surfaces)

5.3 Execution

5.3.1 Substrate preparation

5.3.1.1 Remove existing coatings and prepare substrates to receive screed and waterproofing following the instructions in Section 3.3.1 and as per the manufacturer instructions.

Hold Point
Consultant to review substrate preparation.

5.3.2 Waterproofing system

5.3.2.1 Install screed using the method in Section 3.3.6.

Note that the falls in this instance shall be not less than 1:100.

5.3.2.2 Apply Soprema Antirock primer coat and fully bond 1 layer of Soprema Soprasun plus 3 base sheet membrane in accordance with the manufacturer requirements.

5.3.2.3 Apply and fully bond Soprasun plus 4.5 kg mineral cap sheet membrane in accordance with the manufacturer requirements.

5.3.2.4 Refer to manufacturer's instructions and AS 4654.2:2012, particularly Figures 2.2, 2.3 for typical upturn and Figure 2.4 (a) for typical downturn terminations.

5.3.2.5 Note the downturn termination will require a 'drip edge' with an outward projecting lower edge to control the direction of dripping water from the roof above so that it does not direct water adversely into or onto the balcony door joinery head flashing.

Hold Point
Consultant to review membrane installation.

6 LEVEL 3 AND 4 BALLASTED LIQUID MEMBRANE ROOFS AND AC ENCLOSURES

6.1 General

6.1.1.1 This section describes works required to:

i. the Level 3 roofs and AC enclosure on the Lynch St elevation (this only applies to the ballasted roof and AC enclosures adjacent to units 309, 310 and 311); and

ii. the ballasted roof to apartment 401 at the Burwood road elevation.

6.1.1.2 These works require installation of a new membrane system to an existing membrane coating currently applied to both the ballasted roof and AC enclosure roofs. As such consultation with the membrane material supplier is required to determine the most appropriate primer to be used to ensure adhesion to any existing membrane system.

6.2 Materials

6.2.1.1 The primary materials required in this section are detailed in Table 7.

Table 7. Pre-approved materials for this section

Application	Status	Product
Screed	Pre-approved	ACS Traditional Floor Screed (if required)
Primer for non-porous materials	Pre-approved	WPA 160, specialised solvent-free primer for non-porous surfaces
Epoxy Primer	Pre-approved	WPA 560
Membrane Adhesive, Detail Membrane	Pre-approved	WPA Tuffcote
Transition reinforcement	Pre-approved	WPA Elastoband
Membrane Topcoat (for exposed WPA 200)	Pre-approved	WPA Tuffcote
Movement Joint Sealant	Pre-approved	WPA Spur low modulus sealant
Roofing and plumbing components	Contractor to propose	As required
Drainage mat	Pre-approved	Sopra drain 10 high strength drainage panel
Render (if required)	Contractor to propose	If required, Contractor to propose suitable render to match existing which is compatible with the other products
Paint system (if required)	Pre-approved	Dulux Weathershield (re-painting of existing rendered elements or other existing painted surfaces)

6.3 Execution

6.3.1 Air conditioner relocation and recommissioning

6.3.1.1 Temporarily remove and store air conditioner units and reinstall on completion, as for Section 3.3.2.

6.3.2 Substrate preparation

6.3.2.1 Remove ballast and existing materials (storing ballast appropriately) to make ready application of new membrane.

6.3.2.2 Prepare the exposed substrates to be able to receive new scupper and subsequent materials including screed (if required) and membrane. Substrate repairs with repair mortar shall be performed where required. If significant defects are identified, notify the Consultant/Client.

6.3.2.3 Use other appropriate preparation methods to ensure the substrates for application are solid, clean, uncontaminated, and appropriately prepared, including at all upstands and downturns to a height of 150 mm (to be confirmed during works).

Note – where priming to existing membrane in sound condition is to be undertaken, the contractor shall ensure compatibility with the existing membrane system. This may require adhesion testing and or consultation with the material supplier to select the most appropriate primer solution.

Hold Point
Contractor to propose method and materials to remove or repair the external upstand detail at the end of the ballasted roof section.

6.3.2.4 The Contractor shall remediate any discontinuities in the slab or wall to provide a sound substrate suitable for the application of the waterproofing membrane. This may include patch repairing cavities in the slab with repair mortar as required.

6.3.2.5 External corners to be waterproofed must be bevelled to ensure a smooth transition of membrane across the corners.

6.3.2.6 Clean the surfaces, taking care not to damage the substrate, so that surfaces to be waterproofed are free of mould, paint, sealers, coatings, curing agents, loose particles and other contamination or foreign matter that may interfere with the adhesion or curing of any subsequent coatings.

6.3.2.7 Repair and or remove the external upstand detail at the end of the ballasted roof section prior to new works at the Lynch St or Burwood St façades.

Hold Point
Consultant to review substrate preparation. Consultant to discuss and review proposed primer with the contractor.

6.3.3 Waterproofing system

6.3.3.1 Perform any required plumbing works to reinstate the drains as required using the method in Section 3.3.6 or as per the relevant standards.

6.3.3.2 If required, repair/install screed using the method in Section 3.3.6.

Note that the falls in this instance shall be not less than 1:100.

6.3.3.3 The Contractor shall accommodate the existing scuppers with the membrane system.

6.3.3.4 The membrane system shall extend to the horizontal leading edge at the farthest end of the façade.

6.3.3.5 Apply primer coat and fillets in accordance with Section 3.3.6.

6.3.3.6 Install the membrane system using the method in Section 3.3.6.

6.3.3.7 Refer to manufacturer's instructions and AS 4654.2:2012 for upstand and downturn termination requirements.

6.3.3.8 Install membrane protective top coat in accordance with manufacturer's instructions.

Hold Point
Consultant to review membrane installation.

6.3.3.9 At completion of membrane installation, re-install the upstand to hold the ballast in place.

6.3.3.10 Install drainage cell.

6.3.3.11 Re-install ballast.

7 LEVEL 4 BALLASTED SHEET MEMBRANE REPAIRS

7.1 General

7.1.1.1 This section is for the remedial repair of the Level 4 common area sheet roof membrane on the above building. The repair also includes small liquid roof membrane sections at the Burwood Rd corners.

7.1.1.2 Note that extent of repairs required will not be known until the ballast has been removed. The repairs listed in this specification are based on a limited inspection only. As part of the works, access to AWC to perform a detailed leak detection survey is required.

7.2 Materials

7.2.1.1 The roof membrane is of a type of 4mm APP modified bitumen membrane mineral chip covered cap sheet.

7.2.1.2 The proposed materials required in this section are detailed in Table 8.

Table 8. Pre-approved materials for this section

Application	Status	Product
Primer	Pre-approved	Antirock Primer, a bituminous primer
Membrane base sheet (where required)	Pre-approved	Soprasun Plus 3, APP-modified bitumen sheet membrane
Membrane cap sheet	Pre-approved	Soprasun Plus 4.5 kg Mineral, APP-modified bitumen sheet membrane
Membrane terminations (pressure seals where required)	Contractor to propose	Aluminium pressure seal, extruded termination bar
Termination sealant	Pre-approved	Sopramastic, solvent based bitumen mastic
Liquid waterproofing membrane (detailing where required)	Pre-approved	Alsan Flashing Quadro, single component polyurethane liquid flashing
Membrane reinforcing fabric (detailing where required)	Pre-approved	Alsan Reinforcement
Drainage mat	Pre-approved	Sopradrain 10 high strength drainage panel
Roofing and plumbing components	Contractor to propose	As required
Paint system (if required)	Pre-approved	Dulux Weathershield (re-painting of existing rendered elements or other existing painted surfaces)

7.3 Execution

7.3.1 Air conditioner relocation and recommissioning

7.3.1.1 Temporarily remove and store air conditioner units or any other plant and reinstall on completion, as for Section 3.3.2. This shall apply to other plant or services as well as AC units.

7.3.2 Remove ballast and inspect

7.3.2.1 Allow to remove all ballast from roofs and set aside for re-use. Clean area of debris and contaminants.

Hold Point

- Provide Consultant access to perform leak detection (provide at least 3 weeks' notice).
- Consultant to perform membrane inspection (including leak detection) and confirm (mark) defects requiring repairs.
- Consultant to confirm repair methods as per Table 9.

Table 9: Required Repair Methods

Issue / check	Repair Method
Mechanical damage to top face of cap sheet	Repair as per Section 7.3.3.
Mechanical damage to full depth of base sheet and cap sheets	i. Cut out and remove any de-bonded membrane back to a sound edges. ii. Reinstate the base sheet as per Section 7.3.3. iii. Repair as per Section 7.3.3.
Loose or open membrane laps ("selvedge edge")	Allow to "open" any loose laps to a sound area of well adhered lap. Take care not to further damage the lap, use a blunt flat blade to gently prise the lap open. Repair as per Section 7.3.3.
Water under membrane ("waterbed" effect)	i. Carefully slit the membrane at an appropriate spot to allow for the smallest subsequent repair area while enabling removal of the water and subsequently re-torching the affected membrane where possible. ii. Where possible, re-torch the void left after the water is removed and dried. Ensure that the "slit" is well torched and closed by back sealing with the trowel. iii. Allow to provide a repair area of at least 100mm either side of the repair slit edge so at all times at least 100 mm of new bitumen cap sheet covers any part of the repair area. iv. Repair as per Section 7.3.3.

Issue / check	Repair Method
Air conditioner plant and conduit penetrations - defects, missing seals or leaks	Allow to temporarily remove plant as required for repairs and then recommission. Contractor to propose repair methods for approval by Consultant.
Liquid membrane sections (Burwood Rd corners)	Repair as per Section 7.3.6.
Cap flashings, pressure flashings – defects, missing seals or leaks	Contractor to propose repair methods for approval by Consultant.
External verge – defective membrane	
Penetrations and holes – defects, missing seals or leaks	
Outlets – defects	
Roof Parapet to Lightweight Cladding Flashing Junction	
Other issues – any other defects not noted above	

7.3.2.2 Repair areas shall be defined as the area extending at least 100 mm beyond all edges of the damaged areas. Multiple small repair areas should be grouped together where practical.

7.3.2.3 On completion of repairs, the re-inspection and reinstatement of stone ballast shall be performed as per Sections 7.3.7 and 7.3.8.

7.3.3 Base sheet repair

7.3.3.1 Reinstate the base sheet into the repair area as instructed by the Consultant. This may entail the use of two layers to bring the repair to the existing level of the cap sheet. This may require priming of the substrate depending on the given situation. Allow to check the level of the repair and if required install a third layer of base sheet. Ensure these sections are well torched to each other and the edge of the repair is properly “bled” and back sealed to ensure a watertight connection is made.

7.3.4 Cap sheet repair

Prepare

7.3.4.1 Scrape the repair area of loosely bound mineral chip to expose topmost layer of bitumen. Alternative processes such as heating the top face and pressing the mineral chip into the bitumen may be possible, but care must be taken and such methodology must be submitted to the Consultant for approval before commencing works.

Prime

7.3.4.2 Primer application may be omitted if sufficient “bitumen” has been brought to the top face for bonding any subsequent cap sheet repair piece.

7.3.4.3 Apply one (1) full coat of bitumen primer by brush/roller.

7.3.4.4 Allow drying for 4-24 hours or as per manufacturer instructions and depending upon prevailing weather conditions.

Apply new sheets

7.3.4.5 In all cases, the repair piece of cap sheet shall be installed with consideration to the direction of fall. Any patch shall be formed to prevent hindrance to the passage of water.

7.3.4.6 Patch repairs shall extend a minimum 100 mm beyond the defect areas and shall have rounded edges to aid in durability and water shedding.

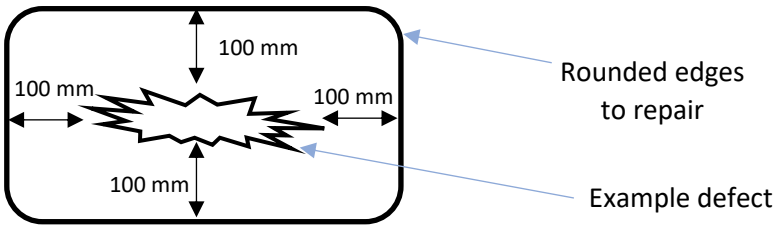


Figure 1: Sketch showing example cap sheet repair

7.3.4.7 Use of a roller and flat blade trowels are required and should be used to ensure a tight, well-adhered repair is applied. This is particularly critical where head overlaps occur with three-way membrane junctions, to prevent pin holes occurring allow to roll the heated junction to ensure a bleed” is achieved signifying a good connection.

7.3.4.8 Allow to install the cap sheet repair piece in accordance with manufacturer instructions. In particular, ensure a full weld across the repair piece is achieved.

7.3.4.9 Following application of the cap sheet, back seal all joints separately to ensure they are neatly and correctly closed. Alternatively, a continuous 5 mm bitumen “bleed” may be used to confirm a full weld is achieved. This may be carried out as one continuous step, however, ensure a full bond across the whole repair is achieved and roll/trowel as appropriate.

7.3.4.10 During the back-sealing operation and bleed operation, mineral chip shall be carefully scattered over the repair joint to provide a uniform appearance.

7.3.5 Corner above Unit 311

Hold Point
Contractor to propose method for repair to the north-east corner of roof verge upstand above apartment 311.

7.3.5.1 Allow to make good north-east corner of membrane roof verge upstand to prevent pebbles and water being washed out over the junction between roof and fascia of apartment 311 below. This may require minor building works to install a suitable upstand at this location. Ensure the finish remains watertight and integral with the existing membrane system.

7.3.5.2 Once this work is complete, the Contractor shall repair the damage to the soffit lining and fascia to apartment 311 below. This may involve replacement of deteriorated framing/elements, reinstating of renders, paint, etc.

7.3.6 Liquid membrane sections (Burwood Rd corners)

7.3.6.1 Remove defunct penetrations and the like, allow to seal and make watertight.

7.3.6.2 Allow to re-coat the existing liquid membrane system with Soprema Alsan Quadro system and ensure any overlaps onto the bitumen membrane are integral and well adhered.

7.3.7 Re-inspection

7.3.7.1 On completion of membrane repairs, arrange reinspection by the Consultant.

Hold Point
Consultant to re-inspect roof after repairs are complete.

7.3.8 Reinstate stone ballast

7.3.8.1 The Contractor shall install the drainage mat to ballasted areas.

7.3.8.2 The Contractor shall then reinstate the stone ballast to ballasted areas.

8 LEVEL 5 STEEL ROOF REPAIRS

8.1 General

8.1.1.1 This section is for the remedial repair of the steel roof at Level 5.

8.1.1.2 This section is based on the report of BSS Group Ptd Ltd (Report 214-0340-rpt.BL dated 01/12/2014) and particularly the recommendations provided at lines 10421 – 10430 of the report.

8.1.1.3 Input from an appropriately qualified person such as a civil engineer is required to confirm the required repair methods as part of the works described in this section.

8.2 Confirm scope of repairs

8.2.1.1 The Contractor shall arrange obtain input from an appropriately qualified person such as a civil engineer to:

i. Examine the steel roof for defects

ii. Review the works described in Section 8.3

iii. Confirm / propose remedial works to ensure the steel roof and gutters are compliant with the NCC and applicable standards and the roof is made watertight.

Hold Point
Contractor to confirm/propose remedial methods for Consultant approval

8.3 Materials and Execution

8.3.1.1 The particular materials and scope of works are to be confirmed at the previous step.

8.3.1.2 The repairs are expected to include:

i. Remove box gutters to west and east. Reinstall box gutters with minimum 1:200 fall and expansion joints as required under AS 3500.3:2021.

ii. Trim exposed excess insulation.

iii. Remove 3 Dektites at roof anchor point and replace with fabricated apron flashing.

iv. Remove 1 Dektite at roof anchor point and replace with fabricated back flashing to stair shaft.

v. Remove 1 Dektite at roof vent and replace with fabricated back flashing to stair shaft.

vi. Replace rusted roof sheet at roof anchor, one from northwest. Reinstall anchor and flashing as above.

vii. Rectify leak at skylight.

Hold Point
Consultant to review completed works

9 GENERAL FAÇADE WORKS

9.1 General

9.1.1.1 This section includes general works to the external facades of the building including weatherproofing and render/coating repairs.

9.1.1.2 These works require the Contractor to arrange height access.

9.1.1.3 Where noted, the Contractor is required to propose products for approval by the Consultant prior to performing works.

9.2 Downpipes and cold joints

9.2.1 Application Area

9.2.1.1 This work is required for the area associated with all balcony downpipes on both the Burwood Rd and Lynch St facades.

9.2.2 Execution

9.2.2.1 Remove Colorbond cover over all downpipes to both Lynch Street and Burwood Road elevations.

9.2.2.2 Temporarily remove downpipes, balcony drainage outlets and the like as required to enable access to the junction between the wall behind the downpipes and the balcony slab edges. The Contractor shall put in place temporary plumbing if required.

9.2.2.3 Review the condition of the substrates and determine if significant repairs are required beyond standard surface preparation.

Hold Point

- Advise Consultant if there are any significant repairs required. Consultant to agree on repair methods or whether a civil engineers input may be required.
- Consultant to confirm areas requiring sealant application.
- Contractor to submit proposed products and methods to Consultant for approval.

9.2.2.4 Repair any defects in line requirements of AS 3500.3 Stormwater drainage and Consultant's instructions.

9.2.2.5 Prepare the substrates for sealant and waterproofing system application in accordance with the relevant manufacturer requirements.

9.2.2.6 Install sealant fillets to joints or areas prone to movement:

i. Sealant depth to width ratios shall be followed in accordance with manufacturer's requirements for joints of varying sizes. The minimum joint configuration shall not be less than 6 mm x 6 mm.

ii. The sealant shall be backed by a backing rod or bond breaker tape and shall only be adhered to two surfaces to allow sufficient free movement.

9.2.2.7 Coat and detail the prepared surfaces including potential leakage vulnerabilities with the specified waterproofing system with the aim to prevent water ingress into the building.

Hold Point
Submit photographs showing completed works to Consultant for approval

9.2.2.8 Replace downpipes, balcony drainage outlets and the like as required.

9.2.2.9 Reattach all plumbing and downpipes and test prior to replacing Colorbond downpipe cover.

9.3 Lightweight Cladding Temporary Weatherproofing

9.3.1 Application area

9.3.1.1 These works shall apply to the external façade walls where weatherproofing defects are present in the lightweight cladding. These works are considered temporary only, with the purpose of providing short-term relief to affected apartments while a new cladding solution is developed.

9.3.2 Execution

9.3.2.1 Check all lightweight cladding surfaces for possible leak points, including but not limited to:

i. Lightweight cladding panel to panel junctions

ii. Lightweight cladding panel to precast concrete panel junctions

iii. Lightweight cladding to window / door joinery junctions

iv. Penetrations

v. Cracks

Hold Point
Contractor to submit proposed products and methods to Consultant for approval.

9.3.2.2 General repairs are expected to involve removal of defective products (if identified), surface preparation and sealant application with appropriate sized fillets, including bond breaker / backing rod to achieve a suitable joint.

9.4 Façade Pre-cast and Blockwork Weatherproofing

9.4.1 Application Area

9.4.1.1 These works shall apply to the external façade walls, applicable to the precast wall areas and Level 4 concrete blockwork walls (both internal and external sides and walls forming planter boxes).

9.4.2 Execution

9.4.2.1 Check all precast panel surfaces and seals for possible leak points (including areas which are unsealed or have defective sealants). This shall include but not be limited to:

i. Sealants to balcony tile to wall junctions

ii. Features a such as external exhaust grilles

iii. Joints between precast panels

iv. Penetrations

v. Junctions with other building elements

9.4.2.2 Check all blockwork surfaces for cracks, gaps or other defects.

Hold Point
• Contractor to submit details of defects needing repair. • Contractor to submit proposed products and methods to Consultant for approval.

9.4.2.3 Identify and repair any weatherproofing defects such as defective seals, missing seals, degraded seals.

9.4.2.4 General repairs are expected to involve removal of defective products, surface preparation and sealant application with appropriate sized fillets, including bond breaker / backing rod to achieve a suitable joint.

9.4.2.5 Cracks repairs are expected to involve filling cracks and coating with high build waterproof coating system.

9.5 Optional Pricing Only: Plaster and Texture Repair and Re-Painting

9.5.1 Application Area

9.5.1.1 These works shall be included in the pricing schedule as optional only.

9.5.1.2 These works shall apply to the entire external rendered and painted surfaces (i.e. the works involve a full re-paint), including the planter boxes.

9.5.1.3 Render/plaster repairs shall be carried out where required.

9.5.1.4 For the Lynch St elevation, re-painting shall be performed after the works in Section 10.2 are completed.

9.5.1.5 Application of coating shall include the rendered areas (where required over repairs), any exposed membrane upturns, downturns with the render and paint finishes where required.

9.5.2 Materials

Table 10. Pre-approved materials

Application	Approved for Use	Application
Render bonding agent	Dulux AcraTex Acrabond	As required
Render	Dulux AcraTex Renderwall P400	As required
Primer (1st coat)	Dulux AcraTex Acraprime Water Based	WFT 65 µm DFT 20 µm Spread rate 10m^2/L
Top Coat (2nd coat)	Dulux AcraTex AcraSkin Low Gloss (Acratex 968)	WFT 244 µm DFT 125 µm Spread rate 4m^2/L
Top Coat (3rd coat)	Dulux AcraTex AcraSkin Low Gloss (Acratex 968), colour to be advised by Client	WFT 244 µm DFT 125 µm Spread rate 4m^2/L
Minimum System Thickness (Note, additional coats may be required to achieve a blemish-free finish)		DFT 270 µm

9.5.3 Render Repairs

9.5.3.1 Pressure wash all surfaces to remove dust, dirt and other surface contaminants.

9.5.3.2 Inspect and identify defective or drummy render and remove where required.

9.5.3.3 Apply new render and repair surface defects as required:

i. Mix and apply the render in accordance with manufacturer instructions.

ii. Apply tie coat / splash coat first by mixing Renderwall P400 with 3 parts water to 2 parts AcraBond. This coat shall be allowed to dry before applying the additional build coats.

iii. Apply build coats as required, mixing and applying in accordance with manufacturer instructions. Each coat of render shall be allowed to dry between coats to avoid shrink-back. Build render up to match existing.

iv. Repairs shall be applied with surface texture to match the existing. Where this is required, a text area shall be performed to confirm surface texture and compatibility (Contractor to obtain approval by Consultant prior to completing all other repairs). Texture is to be taken to the nearest architectural break to avoid obvious repair patches.

9.5.4 Surface Preparation

9.5.4.1 Ensure the render is sufficiently dried (i.e. after 48 hours) prior to applying coatings.

9.5.4.2 Clean the repaired area surface to ensure it is dry and free from contaminants such as oil, grease, laitance and curing compounds.

9.5.4.3 Where applying over an existing coating (which is sound), a trial patch is to be conducted to ensure compatibility and adequate bonding of substrate and underlying coating.

9.5.4.4 The surface is to be uniformly dry immediately prior to the application of the primer. The use of artificial drying methods is subject to prior approval by the Consultant.

9.5.4.5 Care shall be taken to ensure that the method of preparation does not cause weakness of the interface.

9.5.4.6 All surfaces that are to be coated shall be dry and dust free prior to the application of the first coat.

9.5.4.7 The first coat shall be applied as soon as possible after cleaning in any case before any deterioration or contamination of the substrate occurs.

9.5.4.8 If ambient conditions indicate that the humidity and/or temperature are likely to fall outside the specified parameters, no coating shall be conducted.

9.5.4.9 The Contractor is to match the paint colour to the existing. Provide a sample colour and texture to the Consultant for approval prior to coating works commencement.

Hold Point

- Consultant to examine surface preparation
- Principal to approve sample colour and texture

9.5.5 Coating Application

9.5.5.1 Mix and apply the coating system in accordance with manufacturer instructions.

9.5.5.2 The following shall apply for the coating application:

i. The number of coats shall be sufficient to achieve a high build coating consistent appearance with the existing painted surface and the minimum WFT/DFT noted in this specification.

ii. Colours and textures shall match the existing.

iii. Coating repairs shall be taken to the nearest architectural break to avoid a patched appearance.

iv. Coats may be applied by brush, roller or spray. The coats shall be applied as soon as the specified minimum recoat time has passed. Ensure there are no gaps, 'raw edges' and that the coating is unbroken.

v. Rollers and brushes are to be used once only and then discarded. Brushes and rollers are not to be cleaned with solvent and then re-used.

vi. Spray equipment shall be cleaned with appropriate products. All tools and equipment shall be thoroughly cleaned and free of solvent prior to re-use.

vii. The Wet Film thickness (WFT) of each coat shall be regularly measured by the contractor to ensure that adequate coverage is achieved.

viii. Cure the products in accordance with manufacturer requirements.

Hold Point

Consultant/Client to review works prior to removing access system

9.6 Timber Staining

9.6.1 Application Area

9.6.1.1 At the Client's option, timber staining shall be performed to the external timber architectural elements at the Lynch St and Burwood Rd facades, including the timber shade structures, timber fences at apartments, and other stained timber elements within the building footprint.

9.6.2 Materials

9.6.2.1 The primary materials required in this section are detailed in Table 11.

Table 11. Pre-approved materials for this section

Application	Status	Product
Timber cleaner	Pre-approved	Sikkens Cetol BL cleaner
Oil-based, penetrating timber stain	Pre-approved	Sikkens Cetol HLSE (colour to match existing)
Oil-based, timber finishing coats	Pre-approved	Sikkens Cetol Filter 7 Plus (colour to match existing)

9.6.3 Execution

9.6.3.1 Contractor to allow for minor timber repairs, if required. The contractor shall nominate an appropriate method of repair.

9.6.3.2 Clean timber with Sikkens Cetol BL cleaner or by appropriate means and allow to dry.

9.6.3.3 Sand the timber and clean old stain from the existing timber.

9.6.3.4 Perform a sample coat for Consultant approval before proceeding

Hold Point
Consultant to approve sample timber staining application

9.6.3.5 Apply the stain coatings as per the manufacturer instructions, using one (1) coat of Sikkens Cetol HLSE followed by two (2) coats of Sikkens Cetol Filter 7 Plus.

10 BASEMENT AND LOWER GROUND WORKS

10.1 General

10.1.1.1 This section includes repairs to a corroded steel element at the Lynch St elevation at Level 1 which has resulted in delaminated plaster.

10.1.1.2 This section also includes a number of optional items requiring repairs in the basement. If the Client opts to proceed with these repairs, detailed repair methodologies will need to be developed and agreed to.

10.2 Corroded steel at Lynch St elevation

10.2.1.1 This item relates to the Lynch St elevation where there is a corroded steel element at Level 1 projecting from the planter box above. The corrosion has resulted in delamination of the plaster.

10.2.1.2 When access is provided, Contractor shall inspect the area and obtain input from a structural engineer.

Hold Point
Contractor to submit proposed remediation based on structural engineer advice

10.2.1.3 Once approved, perform repairs as per the structural engineer's advice. This is expected to include as a minimum break out of plaster/concrete around the corroded steel (contractor to allow for removal of up to 50mm depth), cleaning and treatment of the corroded steel with a protective coating, and reapplication of the concrete/plaster.

10.2.1.4 The repairs may require preventative measures such as the installation of galvanic anodes along the steel element, or providing better atmospheric protection to the steel by greater concrete cover or a specialist render.

10.2.1.5 The repair shall be rendered/plastered and recoated to provide a smooth and consistent finish with the surrounding building fabric.

10.3 Optional Basement Works

10.3.1.1 Each of the following are optional items to be performed if requested by the Client.

10.3.1.2 These items have not yet been specified in detail. The works described below provide a general overview of the expected repair method only.

10.3.1.3 If the Client opts to proceed with these items, the Contractor shall submit a proposed remediation approach for discussion and approval by the Client/Consultant.

Hold Point
Client to confirm required works and approve methods and materials proposed by the Contractor.

10.3.2 Exposed steel in basement retaining walls and piers

10.3.2.1 Perform a visual and delamination survey of the basement retaining walls and piers.

10.3.2.2 Remove defective concrete and clean exposed reinforcement steel.

10.3.2.3 Redundant steel items may be removed and treated.

10.3.2.4 Repair and treat exposed steel with suitable protective coating.

10.3.2.5 Perform concrete repairs and provide minimum 20 mm concrete cover to exposed steel.

10.3.3 Basement entry ramp and retaining wall kerb junction

10.3.3.1 Create (cut) a joint along the internal corner between the kerbs and walls.

10.3.3.2 Prepare the joint and install a suitably sized backing rod and modified polyurethane sealant.

10.3.3.3 Remove defective patch repaired concrete in these locations and replace with new repair mortar, ensuring the new mortar is well adhered and finished uniformly.

10.3.4 Basement slab cracks and gaps

10.3.4.1 Perform a visual survey of all the basement slabs and identify cracks and gaps.

10.3.4.2 Perform polyurethane crack injection at all water ingress cracks greater than 1 mm.

10.3.4.3 Perform concrete repairs to spalled edges of floor joints with a suitable rapid curing product.

10.3.4.4 Repair joints/gaps by installing new flexible joint sealants with suitable backing rods.

AUSTRALIAN CONSULTANTS

Document History

Rev.	Date	Author	Checked	Approved
0	17/04/23	S. Favilla	K. Wootton	G. Farah

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FORM 17
Regulation 200
Building Act 1993
BUILDING REGULATIONS 2018

Certificate Of Final Inspection

For Building Permit number: 3766779266798
Job No. 23/04390

Property Details

Number: **151** Street/Road: **Burwood Road** Suburb: **HAWTHORN** Postcode: **3122**
Lot/s : **N/A** LP/PS : **PS512432Q** Volume : **10843** Folio : **643**
Municipal District : **Boroondara City Council**

Building permit details

Building permit number: **3766779266798**
Version of BCA applicable to permit: **NCC 2022 Volume 1**

Description of building work

Part of Building	Permitted use	BCA Class of building
External works/maintenance approved under Building Permit 3766779266798	Residential (apartment) building	Class 2

Maintenance determination

A maintenance determination is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

Directions to fix building work

If issued, all directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

Relevant Building Surveyor

Name : **Watershed Building Consultants Pty Ltd**
Address: **Waterman Business Centre, Suite 43, Level 2 66 Victor Crescent, Narre Warren VIC 3805**
Email: **melbourne@watershedbc.com.au**
Building practitioner registration no.: **CBS-U 65767**
Municipal district/council name: **Boroondara City Council**
Certificate no.: **3766779266798** **Date of issue: 5th December, 2025**

Signature:



November 2023

Dear Lot Owner

We are writing to provide an update about the Remediation Works Project to address waterproofing issues at 151-155 Burwood Road Hawthorn.

The Owners Corporation Committee, as a group of lot owner volunteers, has been working hard to try to progress the works to completion. The committee has met no less than nine times this year and spent many hours dedicating their own time on the project.

Apologies for a delay in communications to advise on update of the project, we have been awaiting the Remediation Project details. As more project details and timeframes are confirmed, and the project progresses will endeavour to provide more regular updates.

We welcome further members to join the Owners Corporation Committee or to help out with the work at any time. Please contact Andrea Hunter, our Owners Corporation Manager from Turnbull Cook on 03 8697 0600 or andrea.hunter@turnbullcook.com.au if you are interested in becoming involved.

An update of the Project Progress is attached as reported to the April 2023 Annual General Meeting and further updated as at November 2023. Please see Remediation Works progress document attached.

Each Lot owner has an obligation with respect to the common property works which are required as part of the major rectification works to address waterproofing issues. There is a settlement amount from the Civil and Administrative Tribunal (VCAT) currently of $545,166.31 that will contribute to some common property works, and also to individual lot owner works for those who had agreed to be part of the class action at the VCAT hearing.

Each Lot owner will receive further communications in the coming months regarding the required levy for the common property components, individual lot owner works (balcony) and confirming final scope of works with pricing. It will be essential to collect levies in a timely manner as evidence of financials is required for the works to commence.

Lot owners not included in the scope of works, but who are known from previous investigations to have waterproofing issues will be required to provide evidence of this being rectified or plans for rectification. This is vital with respect to our Insurance renewal so your timely response is critical.

The Owners Corporation have been working with Australian Waterproofing Consultants (AWC) and are pleased to advise we are in the process of appointing Abode Restoration, Level 1, Suite 2/85 Curzon St. North Melbourne Vic 3051 having issued a letter of intent to engage. The major rectification works are scheduled to commence in March 2024, with Phase 1 investigations and planning scheduled to commence before the end of 2023 .

In addition a cladding specialist has been engaged to provide the best solution to replacing the cladding on the upper section of the building which is deteriorating and is part of addressing the waterproofing issues. The replacement of the cladding is **not** due to non-compliant combustible cladding. This has been confirmed and this information has been provided to the insurance company. This is a requirement for future building insurance cover.

Abode are commencing Phase 1 of the project in November 2023 to finalise a number of matters for the project works including preliminary investigations from a civil engineer to confirm:

- The power shutdown plan
- Review of Air Conditioning Units for installation compliances
- Finalise quantities for render, painting and façade elements.
- Creation of a construction management plan
- Clarify and confirm all of the access requirements and costs.

The final tender documents are planned to be finalised by the end of 2023. Further correspondence will be sent at this time to provide lot owners an update on the progress of the project including timelines, as well as levies required.

Should you have further questions or require further information or clarification please do not hesitate to contact Turnbull Cook.

Kind Regards

OC Committee

151-155 Burwood Road Hawthorn

Remediation Works Project Committee Report and Progress Notes

Chronological Order

VCAT action brought by developer/Lot 401:

- As per the settlement terms, an independent company, Chadoak Pty Ltd, were engaged to confirm the waterproofing defects were rectified for lot 401 (approx. cost $2,412 including GST) and this was performed on June 11th, 2021. The report provided confirmed that the balcony is now waterproof.
- It is worth noting that SMA Building Pty Ltd sold lot 401 last year (2021) and is no longer the owner, however, Tisher Liner FC law advised us they are still liable for the settlement terms, which we (the OC) pursued them for. As such, in September 2021 SMA Building Pty Ltd fulfilled the settlement terms and paid the $2,412 for the waterproof testing of the balcony. This matter is now closed.

From 2021 AGM Report (July) and next steps:

- The OC had intended to obtain final quotes for the Common Property repairs and for the Private Lot works that owners have consented to include in the project in the final quarter of 2020. However, it has taken longer than anticipated to finalise the scope for numerous reasons. These include COVID-19 restrictions and the fact that the initial inspections were performed in 2017/18, and new problems have arisen from the previously identified defects.
- The committee decided, in order to ensure works are all encompassing and completed successfully, to engage a waterproofing expert to reassess and finalise the scope of the works, liaise with builders to send works for tender and to project manage the construction phase of the project.
- To fulfil this role, the OC selected Karl Wooton from Australian Waterproofing Consultants (AWC) and sought a quote for the following 3 stages: 1. Inspecting and finalising the scope; 2. Sending out the work for tender; 3. Project management of the repair works with the selected builder. We have met with Karl to discuss the details of this and are awaiting his quote for the above. Once we receive the quote, the OC will be issuing a special levy to cover stages 1 and 2. Please note, settlement funds cannot be used towards this aspect of the project, they can only be used in the constructions phase, stage 3 of the project management.
- It is noted that the final scope that will be tendered upon will only include the Common Property repair works and the Private Lot works of lot owners who have consented to include their works in the project. It is also noted that where a lot owner is entitled to a contribution from the $500k settlement funds towards the cost of repairs to their private lot, this contribution will only be made if the private lot works are consented to as part of the project. If a lot owner did not consent to include their private lot repairs in the project and subsequently finds that they are required to repair their private lot, no contribution from the settlement fund will be available. Further details of the allocation of the settlement funds can be found in the June FAQ document that provided to all owners (contact Jake Tudor if you would like to see this).
- It is currently hoped that final quotes will be received in November 2021, with a special resolution then circulated to all members of the Owner's Corporation to vote on the project proceeding and the required special levies to be raised. Based on this, the revised target timing for the project is as follows:
    - Issue and collect special levy for the Project – Start September 2021
    - Finalisation of Project scope – End September 2021
    - Issue of Final Request for Tender – Early October 2021
    - Final pricing back from preferred tenderer(s) for the Project – Mid November 2021

- Final cost allocation completed between cost of common property and private lot repairs – December 2021
- Communication with lot owners of final costs (for both private lot and common property works) and voting on special resolutions to raise special levies and proceed with the Project – January 2021 / February 2022
- Lot owner payments required for private lot works (paid by private lot owners who consented to include their works in the project) and common property works (raised as a Special Levy) included in Project – Q1 2022
- Commencement of works – Q2 2022 (subject to receipt of funds from Special Levy)

2022 AGM Report and next steps:

- The timeline proposed at the last AGM has varied and is as follows:

Item	***Action***	***Status Update***	***Status***	***Responsible***
1	*Issue special levy to engage AWC*	*Issued 09/21, due/collected 10/21*	*Completed*	*OC & VBCS*
2	*AWC Stage 1 Inspections*	*Inspections done 12/21*	*Completed*	*AWC*
3	*AWC Stage 1 Finalise Scope*	*Due 2/23, overdue*	*March 2023*	*AWC*
4	*AWC Stage 2 Tender Requests*	*Yet to commence, anticipated 03/23*	*April 2023*	*AWC*
5	*AWC Stage 2 Final Pricing*	*Yet to commence, anticipated 04/23*	*May 2023*	*AWC*
6	*Final Cost allocation*	*Yet to commence, anticipated 05/23*	*May-June 2023*	*Surveyor*
7	*Communication Final to Owners & Special Resolution*	*Yet to commence, anticipated 05/23 – 06/23*	*May-June 2023*	*OC & VBCS*
8	*Lot Owner Payments – Special Levy Collection (private & common) works)*	*Yet to commence, anticipated 06/23*	*June onwards 2023*	*OC & VBCS*
9	*Commencement of works*	*Builder availability dependent (Q3 2023)*	*July +*	*TBA*

On the 23rd of December, 2021 the OC committee requested an update from AWC, as to if the inspections were completed and what they found, this was their reply:

I am somewhat concerned about the level of cracking seen at the external light weight cladding elements at level 4 in particular. We will have to have a close look at what we are going to do here. The remedial works required may be more extensive than when this was originally scoped. It should also be noted that the material supplier (James Hardie) have removed this product from the market in 2021. We will need to assess whether the cladding and jointing materials are still available or whether another supplier could be found.

There are several aspects to this that we should consider

Repair or replacement.

Repair should still be able to be carried out however there will need to be quite extensive repairs due to the amount of movement I can see that has occurred over time. I would be concerned that the cladding will crack again over time so we will need to discuss this further with you and the committee I think.

Replacement perhaps should be considered given the degree of cracking seen during our recent visit – However this is a major undertaking.

With replacement we would look at using a similar light weight material but it will entail a lot more design work and will trigger the need for a permit Given the extent of cracking if we were to go down the repair option I think this will also trigger a need for a permit as well, however we look to get advice on this in the new year.

We will be starting on the scope in January and will update you asap.

- AWC were contact via email on 27 Jan and 10 Feb (they were shutdown till the 17 Jan) for an update in regard to finalising the scope, they have yet to respond. It is a priority for the OC to progress this and all efforts are being made to keep this moving and we see 2022 as the year the works should commence.
- The OC committee will update owners on the final scope as soon as it is received by AWC. If you would like the OC committee to submit questions to AWC for a response, please email these to Jake Tudor via the 'Contact' page on the Owners Corporation website (https://www.151burwoodroadhawthorn.com/contact).

Progress update February 2023

It should be noted that Dimitra Zotos has stepped away from the coordination role due to personal reasons. The OC Committee acknowledges, and appreciates the significant amount of work and effort Dimmy has contributed to this project. Despite many frustrations and delays she remained focused and committed. There are many others who have also contributed over the years and the current Committee also acknowledges and thanks them.

Dimmy handed over to Brendan Coulton with support from David Bratby to continue coordinating and progressing remediation works.

Updates as at March 10th, 2023

Cladding Inspection

The OC Committee agreed to seek review and advice on how to treat the Cladding as part of the remediation works project and sought AWC to provide a scope of works and engage Insite Engineering Pty Ltd.

The inspection was delayed for a number of reasons including:

- Safety issues regarding the anchor points installation and not meeting current standards. This scope of works was determined and a new anchor points system installed on 23RD November 2023
- Safety issues with handrail and access point to roof via manhole on level 3. This work was assess and scoped with handrails and safety issues addressed to current standards.

Cladding Inspection Conducted on Wed 8th February. Thanks to owners for providing access at ground level for consultants to re-enter building following abseiling.

Scope of Investigation:
Insite Engineering conducted site-based investigatory works on the eastern and western elevations of the building, via industrial rope access techniques and on foot at an accessible Level 4 balcony at the southern end of the building.

Investigation included a visual and tactile inspection, detection of concealed envelope wall framing via a stud-finder, verification of wall build-up details via small diameter penetrations made through the CFC cladding in strategic locations, use of a borescope and probing of joints to verify details around window penetrations.

- Observations by Insite
    - The cladding is compressed fibre cement (CFC) with an acrylic render applied over the joints between adjacent cladding panels.
    - Cracking to the cladding was observed around fixings, windows, and panel joints.
    - The acrylic render over panel joints has failed in some locations, and there is evidence of attempts to seal these exposed joints.
    - The cladding is suffering from noticeable deflections due to its lack of rigidity and the differential stresses between different materials.
- As-Built Arrangement
    - The CFC cladding has not been installed in accordance with the design.
    - The cladding is noticeably 'mobile' (exhibits lateral deflection under relatively light hand pressure) and this suggests that it is not sufficiently rigid. As a result, the envelope wall does not behave as a homogenous element, which has likely caused the cracking around the fixings in the least ductile material in the walls (the CFC cladding).
    - The cladding is directly fixed to the stud wall frames, with no secondary structure to pack out the alignment of the external face and ensure a plumb and true finished alignment.
    - The cladding is thinner than stated in the design (8mm instead of 13mm).
    - There is a range of other defects noted, such as improper treatment of window penetrations.
- Conclusion
    - Attempting to repair the cladding by applying a new render surface is unlikely to achieve a 25-year service life. If the current CFC cladding is used as a substrate for a new rendered surface, the observed condition and deterioration is likely to become apparent again.

Given these findings, AWC believes we have two options:

1. *Completely remove the CFC cladding and reinstate with a new wall system design (most expensive and effective option). This would require further time and design work to develop the replacement methodology. However it would help the OC to achieve a more effective and complete weatherproofing and waterproofing system for the building.*
2. *Carry out localised repair to cladding issues as they arise. It must be noted that AWC cannot guarantee a long-term solution and in some areas, failures may recur or repairs may not be durable due to practical limitations. However this could be the most sensible option considering the significant cost of the alternative. If this option is selected, the design could be finalised in a shorter timeframe and the work could then be put to tender.*

Decision Required

AWC agreed to meet with the OC to discuss the above options and support discussions to make a decision on the way forward. Key considerations included:

- Potential time frames and delay to current remediation project. (Includes engineer design to include in scope of works)
- Cost of replacing cladding
- Identification of issue of incorrect installation and product used
- Render existing cladding and local repair – longevity and durability – limited guarantee

The OC Committee met on March 9th 2023 with the following decisions relating the Remediation Works:

1. Proceed with current Rectification works as scoped and detailed by AWC to address waterproofing issues. This will be with a modified approach to the cladding which will be a temporary and modified approach to make good waterproofing, noting this will not be a permanent fix but provide time to consider the Cladding options and not delay the rectification works any further. It was noted that the temporary cladding solution is time limited and may require ongoing local fixes for any future leaks.

2. AWC will modify the scope of works and provide a final scope of works for OC Committee approval. Upon approval finalise tender document and seek tender submissions.
3. Engage a specialist consultant to review cladding and provide a preliminary guidance on best solution for replacement of the cladding.

Progress Updates November 2023

Waterproofing Rectification Works

Tender Process was commenced following final scope of works being completed in July/Aug 2023. Delays in responses from those invited to tender were experienced. Tenderers requested time extension for submission due to large amount of information required in tender documents.

Extension granted for 3-4 weeks. Despite this and AWC working closely with 3 agencies who undertook on site inspections on 8th August, the OC only received one tender. The tender was assessed at meeting with OC Committee and AWC. The pricing was considered reasonable and decision made not to go back to market for comparison purposes as this would further delay the project.

The total costings were provided at $880,000 with cautions that a number of unknown factors required clarification before a final tender and contract could be completed. This cost does not include Scaffolding (approximately $78,000), many unknowns that would be investigated in a Preliminary Stage (detailed below) nor a contingency. The price does include common property and private lot works.

Abode has recommended a Preliminary Stage commence asap to complete the investigations of the project which involves:

- Preliminary investigations from a civil engineer, including review of Air Conditioning installations and compliances for those air conditioning units that need to be removed and reinstated as part of the scope of works.
- On-site meetings with Citipower and putting together a power shutdown plan
- Finalise quantities for render repair and painting in planter boxes and façade elements
    - Council enquiries and the creation of a construction management plan
    - Clarify and confirm all of the access requirements and costs

Abode indicated they require a letter of intent from the OC to proceed with the above investigation. Abode have proposed to perform this work under a simple works contract, separate to the main contract. They have indicated they are aiming to complete the above before Christmas in preparation for the remaining scope. Letter of Intent provided by OC Committee in October 2023.

Abode Notes:

AC Units

Abode have advised that they cannot decommission and recommission the AC units without a condition assessment to ensure that faulty, expired, or otherwise non-compliant ACs are not reinstated. Abode will arrange this inspection at the project start-up and will advise of any possible cost implications. Abode anticipates that a single car space will likely not be enough, however the required storage will be better understood following the assessment. The required time to store is unknown at this time however we will discuss with Abode to ensure minimal disruption to cooling/heating services. This will possibly be achieved by staging removal and balcony works to limit out of service time. Depending on project requirements, the OC may need to consider temporary measures for those affected.

Scaffolding

Scaffolding cannot be installed at the east elevation, and apartments here will need to grant access for their works. From the plans these apartments are 105, 205, 404, and 405.

In addition, apartments at the ground level are to be aware that access through at least some of the apartments will be required initially to construct the scaffolding.

Car Spaces

The three car spaces for parking and materials storage should be adequate, thank you.

Additional Costs and Fixed Fees

Abode has indicated that they can provide a fixed fee for the majority (90%) of works that are well understood however it is difficult to estimate the project unknowns.

Abode has recommended that they complete a phase one of the project where all the current unknowns are investigated (AC condition assessment, civil engineers, nominal quantities, etc…) so that the scope can be tightened. Following this, AWC will re-issue a finalised pricing schedule with all of the clarifications refined. AWC will pass on Abode's offer to the OC as soon as received.

Start Date and Duration
Abode has provided an estimated start of March 2024, with an approximate duration of 4 months. Whilst this is later than expected and hoped, this is the earliest they can commence. This will hopefully provide sufficient time to raise the necessary funds for the Project in the interim.

The OC discussed and responded to clarification questions:

- The OC could provide onsite Storage for A/C units and glazed balustrades. Options include within one of the car spaces in a hired lockable storage unit. Within empty cages of lot owners (would need confirmation of this option). The OC seeks clarification of the length of time the A/C units and glazing will need to be stored?

- The OC agrees for the installation of scaffolding for the works, reducing impact of access through apartments. The OC acknowledges the quoted cost of $77,500 for scaffolding for the entire works program, noting we seek options for reducing this cost if scaffolding is required for less time. It is also noted that access via some apartments may still be required and notice to lot owners in advance would be required for this to be arranged suitably.

- The OC committee members have personally offered up to 3 car spaces in LG/Basement for car parking and storage of materials and equipment for the works program. It was later discussed if rental of an apartment that was vacant might be possible for the period of time of the works (4 months).

- The OC notes and acknowledges the requirement to establish a sensible 20-30% contingency.

- The OC are also keen to understand if Abode would consider a fixed price for the works program to reduce any risk of additional costs blow out during the project. Abode could provide a fixed price for 90% of the project.

Timeline of actions:

Item	***Action***	***Status Update***	***Status***	***Responsibl***
1	*Issue special levy to engage AWC*	*Issued 09/21, due/collected 10/21*	*Completed*	*OC & VBCS*
2	*AWC Stage 1 Inspections*	*Inspections done 12/21*	*Completed*	*AWC*
3	*AWC Stage 1 Finalise Scope*	*Due 2/23, was overdue*	*Completed*	*AWC*
4	*AWC Stage 2 Tender Requests*	*Tender documents prepared, EOI sent by invitation to selected businesses*	*Completed July/Aug 23*	*AWC*
5	*Site Visit Tenderers*	*Site visit as part of tendering process from prospective tenderers 8th August 2023*	*Completed*	*AWC- OC onsite*
6	*Tenders received, evaluated and selection*	*Tenders delayed due to submission extension request from tenderers. Lack of submissions. Sept 23.*	*Completed October 2023*	*AWC OC*

7	*AWC Stage 2 Final Pricing*	*Draft costings provided for common property and private lots owner works provided. Some final unknowns to be investigated with final tender price, anticipated 12/23*	*Dec 2023*	*AWC* *Abode*
8	*Letter if Intent*	Letter of intent completed to engage Abode Restorations.	*October 2023* *Completed*	OC
9	*Communication to* *Status of Lot inclusion letter* *Indicative cost and progress updates*	AGM Minutes Sent by Turnbullcook Project Progress update	*March 2023* *Late July 2023* *Nov 2023*	*OC & Turnbullcook*
8	*Lot Owner Payments – Special Levy Collection (private & common)* *works)*	*Yet to commence, anticipated late 12/23*	*Dec 2023 onwards*	*OC & Turnbullcook*
9	*Phase 1 of Project Works*	*Complete onsite inspections and investigations to finalise pricing*	*Nov 2023*	*Abode*
10	*Cladding Specialist engaged*	*Quote received from GOProjects- Vytas for Cladding works*	*Nov 2023* *Complete*	*OC-AWC*
11	*Cladding Specialist Scope of Works and Phasing commences*	*Sign Contract commence phases of work to align to March 2024 remediation works*	*Nov 2023* *In Progress*	*OC*
12	*Commencement of works*	*Builder availability dependent (Q3 2023)*	*March 2024*	*Abode*

Cladding Replacement

An OC Committee member met with AWC and Vytas from GoProject Management on site Friday 10th November to inspect cladding, proposal and next steps were discussed with regard to options for replacement of cladding which is deteriorating and considered essential in ensuring all waterproofing issues are addressed concurrently.

It was noted that the cladding had been installed incorrectly with inappropriate products.

Proposal provided with costings to coordinate project, engage consultants and contractors for work, including quote, timelines etc. Speciality area, has contacts for this work, can do in timely manner. Please see below phases for this work.

It is anticipated the Cladding replacement works will be coordinated in line with the rectification works as planned for March 2024.



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10 YEAR SINKING FUND AND MAINTENANCE FUND PLAN

AUGUST 2019



151-155 BURWOOD ROAD, HAWTHORN :: PS512432Q



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Annexes

Photographs

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10 Year Maintenance Fund Forecast – Costs Estimates (includes GST)

Maintenance Fund Forecast for:	151-155 Burwood Road, Hawthorn			Date commencing:		31 August 2019			Strata Plan:		PS512432Q	
									Today's date:		13 August 2019	

Serial	Item	Current Cost Estimate	Approx year required	Escalated amount	End of Year 1 Aug-20	End of Year 2 Aug-21	End of Year 3 Aug-22	End of Year 4 Aug-23	End of Year 5 Aug-24	End of Year 6 Aug-25	End of Year 7 Aug-26	End of Year 8 Aug-27	End of Year 9 Aug-28	End of Year 10 Aug-29
1	**Structure**													
2	Roof	$27,500	6	$43,639						$43,639				
3	Long term capital items	$28,500	10	$61,529										$61,529
4	**Appendages**													
5	s37 (2) (a) Lifts	$50,000	8	$92,547								$92,547		
6	Ventilation	$12,000	7	$20,566							$20,566			
7	Windows	$25,000	9	$49,975									$49,975	
8	Security garage doors	$10,500	4	$12,763				$12,763						
9	Entry doors - safety glass	$1,800	5	$2,297					$2,297					
10	Common prop. lighting	$4,800	3	$5,557			$5,557							
11	Common prop. signage	$2,200	4	$2,674				$2,674						
12	Fire safety	$10,000	5	$12,763					$12,763					
13	Floor tiles	$8,000	2	$8,820		$8,820								
14	Common prop. doors	$6,800	6	$10,791						$10,791				
15	Internal painting	$50,000	7	$85,691							$85,691			
16	Carpet	$18,000	5	$22,973					$22,973					
17	Security system													
18	Internal balustrade													
19	**Outside**													
20	External façade	$95,000	3	$109,974			$109,974							
21	Landscaping													
22	Fences													
23	Retaining walls													
24	Sealing concrete areas (1)													
25	External balustrade													
26	Trip hazards	$500	1	$525	$525									
27	Clothes lines													
28	Driveway	$15,000	8	$27,764								$27,764		
29	Storm water drains	$4,800	4	$5,834				$5,834						
30	Line marking	$3,200	7	$5,484							$5,484			
31	Lattice													
	Total Estimate (rounded)	**$373,600**		**$582,167**	**$525**	**$8,820**	**$115,531**	**$21,271**	**$38,033**	**$54,430**	**$111,741**	**$120,310**	**$49,975**	**$61,529**

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10 Year Maintenance Fund Forecast – Reasoning for Costs Estimates (includes GST)

Maintenance Fund Forecast for:	151-155 Burwood Road, Hawthorn	Date commencing:	31 August 2019	Strata Plan:	PS512432Q
				Today's date:	13 August 2019

Serial	Item	Current Cost Estimate	Approx year required	Comments (Allowance for)
1	**Structure**			
2	Roof	$27,500	6	Contribution towards the repair of the roof
3	Long term capital items	$28,500	10	Contribution towards the replacement of the long term capital items
4	**Appendages**			
5	s37 (2) (a) Lifts	$50,000	8	Contribution towards the renewal of the s37 (2) (a) lifts
6	Ventilation	$12,000	7	Contribution towards the renewal of the ventilation
7	Windows	$25,000	9	Contribution towards the repair of the windows
8	Security garage doors	$10,500	4	Contribution towards the renewal of the security garage doors
9	Entry doors - safety glass	$1,800	5	Contribution towards the renewal of the entry doors - safety glass
10	Common prop. lighting	$4,800	3	Contribution towards the replacement of the common prop. lighting
11	Common prop. signage	$2,200	4	Contribution towards the renewal of the common prop. signage
12	Fire safety	$10,000	5	Contribution towards the renewal of the fire safety
13	Floor tiles	$8,000	2	Contribution towards the repair of the floor tiles
14	Common prop. doors	$6,800	6	Contribution towards the repair of the common prop. doors
15	Internal painting	$50,000	7	Contribution towards the renewal of the internal painting
16	Carpet	$18,000	5	Contribution towards the replacement of the carpet
17	Security system			
18	Internal balustrade			
19	**Outside**			
20	External façade	$95,000	3	Contribution towards the renewal of the external façade
21	Landscaping			
22	Fences			
23	Retaining walls			
24	Sealing concrete areas (1)			
25	External balustrade			
26	Trip hazards	$500	1	Removal of the trip hazards
27	Clothes lines			
28	Driveway	$15,000	8	Contribution towards the repair of the driveway
29	Storm water drains	$4,800	4	Contribution towards the repair of the storm water drains
30	Line marking	$3,200	7	Contribution towards the renewal of the line marking
31	Lattice			
	Total Estimate (rounded)	**$373,600**		

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End of Year	Year Ending	Recom-mended Maint-enance Fund Payment	Annual % change in Maint-enance Fund Payment	Adjustm't to Maint-enance Fund Payment (increase/ decrease)	M/Fund Balance + Interest + Annual M/Fund Payment	Costs in each year - refer to the table above (page 3)	Maint-enance Fund Balance	Interest on the Maint-enance Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	2.75%
1	Aug-20	**$52,379**			$52,379	$525	**$51,854**	**$1,426**
2	Aug-21	**$53,950**	3.00%		$107,230	$8,820	**$98,410**	**$2,706**
3	Aug-22	**$55,569**	3.00%		$156,685	$115,531	**$41,154**	**$1,132**
4	Aug-23	**$57,236**	3.00%		$99,521	$21,271	**$78,249**	**$2,152**
5	Aug-24	**$58,953**	3.00%		$139,354	$38,033	**$101,321**	**$2,786**
6	Aug-25	**$60,721**	3.00%		$164,828	$54,430	**$110,399**	**$3,036**
7	Aug-26	**$62,543**	3.00%		$175,977	$111,741	**$64,236**	**$1,766**
8	Aug-27	**$64,419**	3.00%		$130,422	$120,310	**$10,111**	**$278**
9	Aug-28	**$66,352**	3.00%		$76,741	$49,975	**$26,766**	**$736**
10	Aug-29	**$68,342**	3.00%		$95,844	$61,529	**$34,315**	**$944**
11	Aug-30	**$70,393**	3.00%		$105,651		**$105,651**	**$2,905**

Note: some figures may be rounded

Assumptions	
Base Annual Maintenance Fund contribution for Capital Items	$56,879
Buffer (or adjustment to the base annual contribution)	-$4,500
Recommended Annual Maintenance Fund Contribution (After Buffer)	**$52,379**
Current Annual Maintenance Fund contribution (as instructed)	
Current Maintenance Fund Balance (as instructed)	
Annual Maintenance Fund Payment increase rate	3.00%
Adopted Investment Rate after tax	2.75%

The above table represents our Recommendation of the Annual Maintenance Fund Payments for the next 11 years. Column F includes the Maintenance Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Maintenance Fund Payment for the current year. Column C (Recommended Maintenance Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Maintenance Fund Payment (negative adjustment) to ensure that the Maintenance Fund Balance remains positive in each year.

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First Year - Recommended Maintenance Fund Payment per Unit Entitlement and per Lot (Per ANNUM Basis)

Lot No	Unit Entitle-ment	Per Unit First Year Mait/Fund Payment	Rate per U/E
1	285	$740	$2.60
2	310	$805	
3	310	$805	
4	310	$805	
5	310	$805	
6	430	$1,116	
7	395	$1,025	
8	395	$1,025	
9	430	$1,116	
10	980	$2,544	
11	20	$52	
12	20	$52	
13	20	$52	
14	20	$52	
15	20	$52	
16	20	$52	
17	20	$52	
18	425	$1,103	
19	390	$1,012	
20	390	$1,012	
21	435	$1,129	
22	320	$831	
23	330	$857	
24	320	$831	
25	325	$844	
26	435	$1,129	
27	390	$1,012	
28	390	$1,012	
29	435	$1,129	
30	425	$1,103	
31	390	$1,012	
32	390	$1,012	
33	435	$1,129	
34	320	$831	
35	330	$857	
36	320	$831	

Lot No	Unit Entitle-ment	Per Unit First Year Sink/Fund
37	325	$844
209	435	$1,129
210	390	$1,012
211	390	$1,012
212	435	$1,129
301	430	$1,116
302	395	$1,025
303	395	$1,025
304	440	$1,142
305	325	$844
306	335	$870
307	325	$844
308	330	$857
309	445	$1,155
310	445	$1,155
311	445	$1,155
401	705	$1,830
402	360	$934
403	490	$1,272
404	490	$1,272
405	360	$934
Total (rounded)	**20,180**	**$52,379**

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Recommendation

We consider that the existing Maintenance Fund Balance is low, and that this Balance should be increased over time to allow for future likely expenditure as well as any unforseen circumstances. We consider that the current annual payments are not sufficient to meet the immediate likely expenditure. We recommend that the Owner's Corporation adopt as a minimum the Maintenance Fund Payments as shown in the table below and for the following ten years.

Points of consideration

We have made the following allowances:

- contribution towards the repair of the roof in year 6.
- contribution towards the replacement of the long term capital items, if required.
- in year 8, contribution towards the renewal of the s37 (2) (a) lifts.
- contribution towards the renewal of the ventilation in year 7.
- in year 9, contribution towards the repair of the windows.
- contribution towards the renewal of the security garage doors in year 4.
- contribution towards the renewal of the entry doors - safety glass in year 5, if required.
- in year 3, contribution towards the replacement of the common prop. lighting.
- contribution towards the renewal of the common prop. signage in year 4.
- in year 5, contribution towards the renewal of the fire safety.
- contribution towards the repair of the floor tiles in year 2.
- in year 6, contribution towards the repair of the common prop. doors.
- in year 7, contribution towards the renewal of the internal painting, if required. In order to maintain a fresh appearance and provide constant protection. If performed regularly, repainting will prevent excessive preparation costs in the future.
- contribution towards the replacement of the carpet in year 5.
- contribution towards the renewal of the external façade in year 3, if required.
- removal of the trip hazards in year 1. (By the use of a concrete grinder or other appropriate means).
- in year 8, contribution towards the repair of the driveway.
- contribution towards the repair of the storm water drains in year 4.
- in year 7, contribution towards the renewal of the line marking.

Note that the Maintenance Plan is only an estimate of what items may reasonably require replacement during the term of the Plan. There is no guarantee that a reasonable assessment of a future projection today may in fact come to pass, and indeed, additional items of capital repairs or replacement unforseen at the time of preparing a Maintenance Fund Plan may occur in the immediate future. This Maintenance Fund Plan should be reviewed periodically when items are no longer required and should be removed, or new items discovered which should be added to the Plan. The shown figures are our recommendation based upon our assessment of the likely expenditure (and an allowance for expenditure) in the 10 year Maintenance Plan requested. The Owners Corporation is entitled to choose whatever Maintenance Fund contributions they deem appropriate for their particular circumstances.

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Summary

The following repair or replacement items are recommended at the times scheduled below.

Year	Year Ending	Recommended Maintenance Plan Payment (includes any Extra Costs payment)	Items
1	Aug-20	**$52,379**	Trip Hazards
2	Aug-21	**$53,950**	Floor Tiles
3	Aug-22	**$55,569**	External Façade Common Prop. Lighting
4	Aug-23	**$57,236**	Storm Water Drains Common Prop. Signage Security Garage Doors
5	Aug-24	**$58,953**	Carpet Fire Safety Entry Doors - Safety Glass
6	Aug-25	**$60,721**	Common Prop. Doors Roof
7	Aug-26	**$62,543**	Line Marking Internal Painting Ventilation
8	Aug-27	**$64,419**	Driveway S37 (2) (A) Lifts
9	Aug-28	**$66,352**	Windows
10	Aug-29	**$68,342**	Long Term Capital Items
11	Aug-30	**$70,393**	



W. L. Dobrow FAPI FREI REIV (Aust)
Registered Valuer No. 515 (NSW) - Unrestricted
Real Estate Institute of NSW - Accredited Commercial Specialist & Accredited Practicing Valuer
Australian Property Institute - Certified Practising Valuer

The above assessment has been calculated in accordance with the Owners Corporations Act 2006. The recommendations are calculated from an amalgam of estimates and a single figure is provided for practical purposes from within a range of values and combination of a range of estimates. Areas have been calculated from our on-site measurements of the external parts of the building or the subject Strata Plan. Building plans or building surveys should be provided if the Owner's Corporation requires more accurate areas. We have relied upon Rawlinsons and the advice of a quantity surveyor at times to assess the cost of replacement and the repair of items and do not accept responsibility for any errors from the above providers of source data. Our inspection of the building only includes easily accessible areas of the property at the time of inspection. We do not identify or comment on the structural integrity (pest, rot or defect, etc), building compliance, or fire safety items of the improvements.

This report is for the use of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this report. Neither the whole nor any part of this report or any reference thereto may be included in any published document, circular or statement or published in any way without our written approval of the form and context in which it may appear. This Maintenance Plan has been prepared on the basis of instruction being for a 10 year Maintenance Plan only in order to satisfy the requirements of the Act and for no other purpose. A comprehensive report should be commissioned if a party requires a more detailed report or for use in litigation matters. We reserve the right to review or withdraw our report at any time. This report does not cover the property's structural condition or environmental contamination, nor is a quantitative survey. This report does not cover occupational health and safety, fire safety, nor council compliance in any respect (ie. flooding, building, etc) nor should it be construed as such.

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Photographs



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OC No. 1 of PS512432Q
151-155 Burwood Road, Hawthorn VIC 3122
C/- Andrea Hunter @ Turnbull Cook
Level 6, 3 Bowen Crescent,
Melbourne VIC 3004

Sunday, 7 December 2025

Dear All,

RE: Project Update December 2025

1.0 – Project Progress

The builder is nearing the completion of his contract works. These works were based on the Australian Waterproofing Consultants report from May 2023, Architects documents and agreed scope.

The Building Surveyor overseeing the project has issued the Certificate of Final Inspection (CFI) for the project.

Some items remain, including intermediary screens to shared balconies.

2.0 – Further works

Some water leaks persist and are being further investigated by a plumbing contractor Expansion Plumbing and Drainage (EPD).

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EPD may contact individual lot owners / tenants to organise access to investigate these areas with Camera / Thermal / plumbing equipment.

Once we have a final report from EPD we shall be able to share the outcome with individual owners / the OC.

3.0 – Next Steps

Recommendations shall be made once the EPD reports are finalised.

A project Zoom meeting shall also be scheduled to enable a more comprehensive run-down including question and answer session.

Kind Regards,



David Austin

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ADDRESS: **151-155 Burwood Road, Hawthorn VIC 3122 –**
DETAIL: **Project Update - with Committee and Builder.**
DATE: **2/10/2025**
TIME: **5:30pm**

- Go Projects
- Millar Projects
- OC - 151-155 Burwood Road, Hawthorn VIC 3122

1.0 - Overview

The meeting discussed the progress of the construction project at 151-155 Burwood Road, Hawthorn.

Craig reported that the project is nearing its 12-month period, with outstanding issues including water leaks, facade repairs, and window problems.

His team is addressing these issues aggressively, aiming to complete the work by early November.

Specific concerns included sub-drainage issues, poorly installed windows, and a leaking skylight.

The roof has been sealed – box gutters and flashings. Building surveyor pre-inspection was positive. A final meeting will be held post-completion to review the project's close-out.

2.0 - Action Items

- GPA / Millar Projects - Prepare the paperwork for the close-out of the project, including warranties, certificates, and the final building surveyor's certificate.
- Millar Projects - Provide the window contractor's report on the window issues.
- Millar Projects - Finalize the quote and arrange for the replacement of the leaking skylight access point.

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- GPA- Share the Leak register with OC members.

3.0 - Project Progress and Challenges

- David provided an update on the project, given the 12-month construction program.
- Noted the outstanding battens and water leaks / facade issues.
- Craig discussed the progress, mentioning delays due to facade changes and manufacturing errors.
- Craig - Anticipated completion date mid-November.
- Craig explained that they are now back on site with an aggressive program to complete tasks, including relocating Burwood Road material and addressing water leaks.
- Craig mentioned issues with sub drainage and water stains on exterior lines of apartments, as well as problems with windows causing leaks.

4.0 - Water Leaks and Window Issues

- Craig confirmed that some windows are poorly installed or have sub sills facing internally, causing water to enter the building.
- Craig noted that the cladding and box gutters have been replaced and caulked.
- Craig mentions that some leaks might be due to internal plumbing or drainage issues, which are outside the builder's scope of work.

5.0 - Aggressive Program and Timeline

- Craig outlined an aggressive program to complete the project, including scaffolding and demolition work on the Burwood Road side.
- Craig mentions that the scaffolding will be down by the end of October, and the main scaffold will be down by November.
- Craig explains that they will use rope access if necessary to complete any remaining work, as they have to vacate a factory by the end of October.

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6. 0 Final Updates and Next Steps

- Craig notes the anticipated finish date in six weeks, with Craig outlining the timeline for scaffolding and other tasks.
- Craig mentions that the roof has been completed and sealed, and they are awaiting a quote for replacing a leaking manhole on the roof.
- Craig mentions that the building surveyor has conducted a pre-inspection and is happy with the external works and waterproofing systems.
- Brendan is separately investigating his balcony with a waterproofing contractor that has attended site. This is not part of Millar Projects works.

7. 0 Meeting Conclusion and Future Plans

- Craig mentions that they will prepare paperwork for the close-out of the project, including warranties and certificates.
- GPA- confirms that they will hand over the paperwork to Andrea, who will be the caretaker of the documentation.

Schedule 2—Model rules for an owners corporation

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006** .

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006** .

Owners Corporation

Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

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Request for Copy of Certificate OR Company Disclosure Statement

Owners Corporations Act 2006 Section 151, Owners Corporations Regulations 2007 and Owners Corporation Rules OC 22 (12/07)

Plan Number of Owners Corporation OR Company Name of Company Share or Stratum Property: 512432Q

Date of Application: 10/02/2026

Applicant (Your Details)

Name(s): InfoTrack on behalf of Fast Settle Pty Ltd

Address: Level 5, 271 Spring Street, Melbourne VIC 3000

Postal Address (if different from above):

Telephone number: 03 8609 4740

Email Address: ownerscorp@infotrack.com.au

Fax number:

Your Reference Number (if Applicable): 2878S

I am/we are a: (tick applicable box)

☐ A Lot Owner of lot number(s) :

☐ An authorised person (proxy holder) of a Lot Owner to act on their behalf :

☒ Other (please specify) : InfoTrack (third party)

Address certificate or disclosure statement is to be issued for:

I/We request a copy of the Owners Corporation Certificate/Company Disclosure Statement for the lot:

Lot number(s): 209

Name on Title (if different to above): Robert Ivan Ross

Lot address (if different from above): 209/151 BURWOOD ROAD, HAWTHORN 3122

How to lodge and pay: The fees for a copy of the documents are as follows:

TYPE	PRIORITY	TIMEFRAME	COST				CONDITIONS OF PURCHASE
			SINGLE		EVERY ADDITIONAL[1]	QTY	
OC CERTIFICATE	Standard	10 business days	$178.25	✔	$98.00		Standard[2] (see payment conditions below below).
	Urgent	5 business days	$267.38		$147.00		Subject to availability – Contact office directly prior to request
	Priority	2 business days	$320.82		$176.40		Strictly subject to availability. Phone confirmation must be given prior to request.
COMPANY DISCLOSURE STATEMENT	Standard	10 business days	$275.00	☐	N/A		Standard[2] (see payment conditions below below).
	Urgent	5 business days	$485.00	☐	N/A		Subject to availability – Contact office directly prior to request
	Priority	2 business days	$565.00	☐	N/A		Strictly subject to availability. Phone confirmation must be given prior to request.

NB: All prices are GST inclusive. All prices are correct as of **01.07.2025.** Additional Certificates must be purchased in the same transaction for a discount.

Turnbull Cook Body Corporate Management Pty Ltd
BSB: 183 334
Account Number: 3037 68766
Reference: Please quote **151** followed by your **OC Number** along with your **Lot number** as your reference eg. 151.0001A1

IMPORTANT INFORMATION FOR SETTLEMENT**:**
Please utilise the bank details provided within your Owners Corporation Certificate for payment of funds at settlement. Do not make payment to the account you may have used to order your certificate. Funds that are sent to an incorrect account may not be able to be identified leading to delays with settlement funds being allocated to the lot.

Lodge this form by:

In Person : **Level 6, 3 Bowen Street, Melbourne VIC 3004**
Post : **PO Box 6076, St. Kilda Road Central VIC 8008**
Email : **certificate@turnbullcook.com.au**

When lodging request via Fax or Email, proof of payment must be provided with request and office must be in receipt of payment prior to issue of Certificate.

What happens then? Your certificate or disclosure statement will then be issued within your purchased timeframe from the date of receiving your full application and proof of payment, pending receipt of payment by office. All certificates are issued via email unless otherwise requested.
Applications received to the office after midday or on a non-business day, will receive a lodgment date of the following business day.

CommonwealthBank
Commonwealth Bank of Australia

CommBiz Transaction Group

Transaction ID: F602105117073
Description: TC OCM

Status: Processed
Type: Direct Credit
Purpose:

Total amount: $178.25
1 debit, 1 credit

APCA: 301500
Processing date: 10/02/2026

Date	Status History
10/02/2026 04:47:07 PM	Confirmed - Edward Chan
10/02/2026 05:08:21 PM	Authorised - Edward Chan
10/02/2026 05:08:26 PM	Processed

From accounts

BSB	Account Number	Account Name	Trace Account	Lodgement Reference Remitter	Amount
062009	200910876040	INFOTRACK VIC Processing	200910876040	TC OCM INFOTRACK PTY LI	$178.25

To accounts

BSB	Account Number	Account Name	Trace Account	Lodgement Reference Remitter	Amount
183334	303768766	Turnbull Cook Body Corp Management	200910876040	209/PS512432Q INFOTRACK PTY LI	$178.25

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Tax Invoice

ABN: 79 092 466 987
Invoice #: 512432Q-2209
Date: 23rd February 2026

Description		Amount
Owners Corporation Certificate – Standard		
Property:	Lot 209 151-155 Burwood Road, HAWTHORN VIC 3122	98.00
Method of Delivery:	Email	
	Amount Incl. GST	98.00

Payment Details:

Paid on: 10th February 2026
Paid by: BANK TRANSFER
Drawer: **InfoTrack on behalf of Fast Settle Pty Ltd**
Amount: $98.00 (Incl. GST)

PLEASE NOTE:
Section 134 (Address of new owners) of the Owners Corporations Act 2006 specifies that;
The Vendor and purchaser must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

Section 135 (1) of the Owners Corporations Act 2006 specifies that;
A lot owner who does not occupy the lot or who will be absent from the lot for more than three months must advise the owners corporation of the lot owner's mailing address in Australia for service of notices and any changes to it as soon as possible.

Failure to comply with the above requirements may result in fee notices and Owners Corporation communications being issued to incorrect postal details, potentially resulting in penalty charges for the late payment of fees, non-receipt of important correspondence and meeting notices.

Purchasers are urged to contact Turnbull Cook within the first 3 business days following settlement.

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OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.16 Owners Corporations Regulations 2018

Owners Corporation No:	Owners Corporation on Plan No. 512432Q-2
Property Address:	Lot 209 at 151-155 Burwood Road, HAWTHORN VIC 3122
Current Owner:	Mr R Ross
Postal Address:	19 Aird Street CAMBERWELL VIC 3124
Applicant for the certificate is	InfoTrack on behalf of Fast Settle Pty Ltd
Applicant Reference:	2878S
Date of Issue:	The information in this certificate is issued on 23rd February 2026

IMPORTANT: Pursuant to Section 150 of the Owners Corporation Act 2006, the owners corporations register may be inspected for additional information upon application from the current owner, mortgagee, purchaser or the representative of the Lot Owner.

- This certificate remains valid for the date of issue **only**.
- All content contained within this certificate is subject to change without notice
- All information contained within this certificate is provided to the best of our knowledge at the time of issue
- All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to certificate@turnbullcook.com.au
- A new certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.
- Please contact Turnbull Cook and request a Settlement Statement at certificate@turnbullcook.com.au prior to settlement adjustments to ensure that all liabilities are captured and current.

SETTLEMENT PAYMENT DETAILS
BPAY PAYMENT DETAILS
Biller Code: 96503
DEFT Reference Number: **268074135 218588**

(a) The current annual fees for the lot total **$684.80** and is payable in **quarterly** instalments (Administration Fund: **$684.80** & Maintenance Fund: **$0.00**).

These figures are set in accordance with the budget approved at each Annual General Meeting and are subject to change following review of the budget at each Annual General Meeting. An adjustment levy may be incurred for any fees already issued within the budget year where the Annual General Meeting has not yet been held.

(b) The date up to which the fees for the lot have been paid is **31 Mar 2026.**

(c) The total of any unpaid fees or charges for the lot is:

Administrative Fund		***Maintenance Fund***	
Amount owing	$0.00	Amount owing	$0.00
Interest owing	$0.00	Interest owing	$0.00
Total amount owing	$0.00	Total amount owing	$0.00

As the values specified are subject to change, you are required to contact Turnbull Cook to request a Final Settlement Statement to confirm the status of liabilities prior to settlement.

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **None**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?:

The Common Property Defect Remediation Project is nearing completion, addressing waterproofing and cladding issues in the building. A $500,000 settlement from VCAT that has contributed to some common property works, and also to individual lot owner works for those who had agreed to be part of the class action at the VCAT hearing. A Special Levy in 2024 has funded the common property repairs for the current scope of works as outlined by Go Projects (Project Managers) and undertaken by Millar Projects (Builder).

The Owners Corporation Committee has been actively managing the project, meeting frequently and working with Australian Waterproofing Consultants (AWC), Go Projects (Project managers) & Millar Projects (Builders). The major rectification works commenced in September 2024 and are in the final stages of completion as of January 2026. Form 17 attached, issued 5th December 2025.

Lot owners not included in the scope of works, but who are known from previous investigations to have waterproofing issues will be required to provide evidence of this being rectified and provide waterproofing certificates. This is vital with respect to building's insurance renewal.

The builders have identified private window problems that were not part of their scope of works. The plan to rectify is still being discussed with the committee. The builder has mentioned windows were poorly installed or have sub sills facing internally causing water to enter the building. Pending outcome from further discussions, a Special Levy may be required to be raised.

EPD (Expansion Plumbing & Drainage) have been engaged as recommended by the builder to further investigate reported leaks throughout the building. It has been identified that these leaks occurring may be due to internal plumbing or drainage issues (which are outside of the current project scope). The initial apartments that have been inspected have been presented with significant damage which required additional testing and investigation. These apartments were also located on the upper levels of the building, contributing to the extended assessment time. The investigation is aimed to identify the source of the leak. Additional work to the common property and/or private lots may incur a special levy or additional private work charges.

Previous treatment was carried out in 2025 for the common property, as well as for any apartments that chose to opt in for carpet moth and larvae treatment. However, a few lots have since reported new activity. We are currently awaiting further recommendations from the pest control specialists before proceeding with any additional treatment

(f) The owners corporation has the following insurance cover:

Policy No.	HU0040504	CHU Underwriting Agencies	
Type:	Strata	Broker: COVERFORCE Level 2, 476 St Kilda Road, Melbourne VIC 3004	
Premium:	$66,181.16	Paid on: 08/10/2025	Policy start date: 20/09/2025 Next due: 20/09/2026
Cover		*Sum insured*	*Excess*
.Building - All Claims		$30,119,436.00	$2,500.00
.Loss of Rent/Temp Accommodation		$4,517,915.00	$2,500.00
.Common Area Contents		$301,195.00	$2,500.00
.Flood		Included	$10,000.00
.Public/Legal Liability		$20,000,000.00	$2,500.00

.Voluntary Workers	$200,000/$2,000	$2,500.00
.Fidelity Guarantee	$100,000.00	$2,500.00
.Office Bearer's	$5,000,000.00	$2,500.00
.Government Audit Costs	$25,000.00	$2,500.00
.Appeal Expenses	$100,000.00	$2,500.00
.Legal Defence Expenses	$50,000.00	$2,500.00
.Lot Owner's Fixtures & Improvements	$250,000.00	$2,500.00
.Building - All Water Damage	included	$10,000.00
.Building - Storm	included	$10,000.00
.Machinery Breakdown	$100,000.00	$2,500.00

The Owners Corporation has resolved that insurance excess costs will be reviewed on a claim by claim basis and may be on charged to a Lot Owner, subject to the cause of the claim.

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act?: Not at this time.

(h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?: None at this time to our knowledge.

(j) Are there any current contracts, leases, licences or agreements affecting the common property?:

Contracts & Service Agreements

- Turnbull Cook – Owners Corporation Management Services
- Go Projects
- Millar Projects
- Johnson Controls
- LinkFire
- BBCS Caretaking
- Urban Waste
- TK Elevators
- ACE Locksmiths
- Remote Entry Systems (Carpark remotes)

Leases & Licences

- None to our knowledge at this time.

Other Agreements

- The Gas is connected to one meter only for the entire building. This is paid for buy the Owners corporation. (No need for residents to connect or open separate gas accounts)

(k) Are there any current agreements to provide services to lot owners, occupiers or the public? : None to our knowledge at this time.

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?: There are no notices or orders as at 23rd February 2026.

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?: None to our knowledge at this time.

(n) Has the owners corporation appointed, or resolved to appoint, a manager?: The Manager is:

Turnbull Cook Strata Management Pty Ltd
Level 6, 3 Bowen Crescent Melbourne VIC 3004
Phone: (03) 8697 0600 Email: info@turnbullcook.com.au

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No administrator is appointed.

(p) Any other information:
- None to our knowledge at this time

(q) Documents required to be attached to the owners corporation certificate are:
- A copy of the latest financial statements
- A copy of the minutes of the last annual general meeting of the owners corporation
- A copy of the Model Rules/Consolidated Rules registered at Land Victoria
- A copy of the insurance Certificate of Currency
- A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled *"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

PLEASE NOTE:
Section 134 (Address of new owners) of the Owners Corporations Act 2006 specifies that;
The Vendor and purchaser must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

Section 135 (1) of the Owners Corporations Act 2006 specifies that;
A lot owner who does not occupy the lot or who will be absent from the lot for more than three months must advise the owners corporation of the lot owner's mailing address in Australia for service of notices and any changes to it as soon as possible.

Failure to comply with the above requirements may result in fee notices and Owners Corporation communications being issued to incorrect postal details, potentially resulting in penalty charges for the late payment of fees, non-receipt of important correspondence and meeting notices.

Purchasers are urged to contact Turnbull Cook within the first 3 business days following settlement.

This owners corporation certificate was prepared by:

Date: **23rd February 2026**

The Common Seal of Owners Corporation Plan No 512432Q-2 was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporation Act 2006.

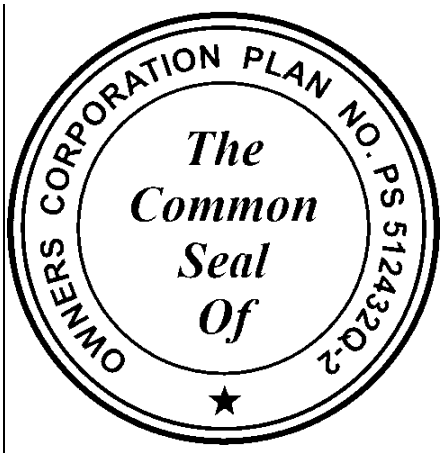
Signed on behalf the Owners Corporation on Plan No 512432Q-2 by:



Registered Manager Signature

Selena Len

Turnbull Cook Strata Management Pty Ltd
Level 6, 3 Bowen Crescent Melbourne VIC 3004
Phone: (03) 8697 0600



In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation, further information can be obtained by an inspection of the Owners Corporation Register.

- All content contained within this certificate is subject to change without notice.
- This certificate remains valid for not more than 30 days.
- All information contained within this certificate is to the best of our knowledge at the time of issue.

A new Certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.

Please contact Turnbull Cook and request a Settlement Statement at certificate@turnbullcook.com.au prior to settlement adjustments to ensure that all liabilities are captured and current.

If any aspect of this certificate content is not clear, please contact Turnbull Cook for clarification. All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to certificate@turnbullcook.com.au

Turnbull Cook
ABN 79 092 466 987

Level 6, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008

03 8697 0600
info@turnbullcook.com.au

Owner Ledger

Start Date: 01/02/2024
End Date: 29/02/2028
Owners: One only

The Owners of OC--PS512432Q-2 — 151-155 Burwood Road, HAWTHORN VIC 3122

Lot 209 **Unit 209** **Mr R Ross** — UE / AE: 435.00 / 19,060.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund Due	Admin Fund Paid	Maintenance Fund Due	Maintenance Fund Paid	Interest paid	Discount	Levy type	Status	Group
			Balance brought forward	**0.00**		**0.00**						
1	01/04/2024	Quarterly	O/C Contributions 01/04/24 to 30/06/24	241.05	241.05	0.00	0.00	0.00	0.00%	Standard	Normal	None
2	01/07/2024	Quarterly	O/C Contributions 01/07/24 to 30/09/24	241.05	241.05	0.00	0.00	0.00	0.00%	Standard	Normal	None
3	01/10/2024	Quarterly	O/C Contributions 01/10/24 to 31/12/24	140.30	140.30	0.00	0.00	0.00	0.00%	Standard	Normal	None
4	01/01/2025	Quarterly	O/C Contributions 01/01/25 to 31/03/25	215.85	215.85	0.00	0.00	0.00	0.00%	Standard	Normal	None
5	01/04/2025	Quarterly	O/C Contributions 01/04/25 to 30/06/25	215.85	215.85	0.00	0.00	0.00	0.00%	Standard	Normal	None
6	01/07/2025	Quarterly	O/C Contributions 01/07/25 to 30/09/25	126.50	126.50	0.00	0.00	0.00	0.00%	Standard	Normal	None
7	01/10/2025	Quarterly	O/C Contributions 01/10/25 to 31/12/25	126.50	126.50	0.00	0.00	0.00	0.00%	Standard	Normal	None
8	01/01/2026	Quarterly	O/C Contributions 01/01/26 to 31/03/26	171.20	171.20	0.00	0.00	0.00	0.00%	Standard	Normal	None

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

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund Paid	Admin Fund Interest	Maintenance Fund Paid	Maintenance Fund Interest	Unallocated Paid	Total amount	Cheque no.	Levy no.
02/04/2024	193	Receipt	Banked		241.05	0.00	0.00	0.00	0.00	241.05		1
01/07/2024	241	Receipt	Banked		241.05	0.00	0.00	0.00	0.00	241.05		2
30/09/2024	283	Receipt	Banked		140.30	0.00	0.00	0.00	0.00	140.30		3
02/01/2025	330	Receipt	Banked		215.85	0.00	0.00	0.00	0.00	215.85		4
31/03/2025	382	Receipt	Banked		215.85	0.00	0.00	0.00	0.00	215.85		5

Lot 209 **Unit 209** **Mr R Ross** UE / AE: 435.00 / 19,060.00

27/06/2025	423	Receipt	Banked	126.50	0.00	0.00	0.00	0.00	126.50	6
29/09/2025	465	Receipt	Banked	126.50	0.00	0.00	0.00	0.00	126.50	7
02/01/2026	527	Receipt	Banked	171.20	0.00	0.00	0.00	0.00	171.20	8

Turnbull Cook
ABN 79 092 466 987

Level 6, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008

03 8697 0600
info@turnbullcook.com.au

Balance Sheet
As at 23/02/2026

The Owners of OC--PS512432Q-2 — 151-155 Burwood Road, HAWTHORN VIC 3122

	Current period
Owners' funds	
Operating Surplus/Deficit--Admin	9,078.83
Owners Equity--Admin	42,259.02
	51,337.85
Operating Surplus/Deficit--Sinking	0.00
	0.00
Net owners' funds	**$51,337.85**
Represented by:	
Assets	
Cash at Bank	52,085.87
Receivable--Levies	837.39
Receivable--Owners	190.00
Total assets	53,113.26
Less liabilities	
Prepaid Levies--Unallocated	1,775.41
Total liabilities	1,775.41
Net assets	**$51,337.85**

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0040504
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	20/09/2025 to 20/09/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 512432
Situation	151-155 BURWOOD ROAD HAWTHORN VIC 3122

Sections

Section 1 – Insured Property

Building: $30,119,436
Common Area Contents: $301,195
Loss of Rent & Temporary Accommodation (total payable): $4,517,915
Lot Owners' Fixtures and Improvements (per lot): $250,000

Optional Extensions:
Catastrophe Insurance Sum Insured: Not Selected
Machinery Breakdown: $100,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: $20,000,000

Section 3 – Voluntary Workers

Death: $300,000
Total Disablement: $3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: $250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: $5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Flood Cover is included.

Date Printed 12/09/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

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STRATA MANAGEMENT

Turnbull Cook
ABN 79 092 466 987
Level 6, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008
03 8697 0600
info@turnbullcook.com.au

MINUTES OF THE ANNUAL GENERAL MEETING

OWNERS CORPORATION: 512432Q-2
Annual General Meeting of the Owners Corporation for 151-155 Burwood Road, HAWTHORN VIC 3122

HELD ON: Thursday, 10 April 2025

COMMENCING AT: 07:39 PM

LOCATION: Virtual Meeting Via Zoom

IN ATTENDANCE

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Apology	Luke Doolan
2	2	Yes	Andy Jonatan (PROXY)
6	6	Yes	Maduma Kumaranathan (PROXY)
8	8	Yes	Christine Huynh
9	9	Yes	Ken Heard
107	107	Yes	Andrea Pianella
108	108	Yes	Ruth Cornell
111	111	Yes	Liz Sarkady
206	206	Yes	Hannah Scott
207	207	Yes	Kate Crawford
211	211	Yes	Alethia Stephens
212	212	Yes	Ray Wong (PROXY)
304	304	Yes	Paul Dryburgh
308	308	Yes	Tessa Strehlow (PROXY)
401	401	Yes	Brendan Coulton (PROXY)
402	402	Yes	Geoffrey Houghton

Andrea Hunter representing Turnbull Cook Strata Management Pty Ltd.

1 Quorum

There was no quorum for the meeting as 50% of the total lots or the total lot entitlement were **not** present in person or by proxy.

Therefore, the resolutions in these minutes are interim resolutions. These interim resolutions represent notice of those decisions. Unless a special general meeting is called within 28 days from the date of the meeting, these decisions will become resolutions of the Owners Corporation.

Interim resolutions do not apply to unanimous resolutions or special resolutions, when less than 50% of the total lots were not present in person or by proxy.

2 Chairperson of Meeting

It was resolved that Andrea Hunter from Turnbull Cook be appointed to conduct and chair the proceedings at this meeting.

3 Confirm Minutes of Last Annual General Meeting

It was resolved that the minutes of the previous Annual General Meeting of the Owners Corporation held on ***20/06/2024*** were an accurate record of the proceeding at that meeting.

4 Financial Statements

It was resolved that the financial statements for the period ended ***31/12/2024*** as distributed be tabled and adopted.

5 Committee Report

The Committee did not present a report to the Owners Corporation.

6 Election of Owners Corporation Committee

It was resolved that the following members of the Owners Corporation or proxies for members are elected as members of the new committee:

- Liz Sakardy (Lot 111) - Chairperson
- Andy Jonatan (Lot 2)
- Maduma Kumaranathan (Lot 6)
- Ken Heard (Lot 9)
- Ruth Cornell (Lot 108)
- Kate Crawford (Lot 207)
- Brendan Coulton (Lot 401)
- Geofrey Houghton (Lot 402)

It was resolved that the Owners Corporation delegates, to the Committee of the Owners Corporation, all the powers and functions in accordance with the Act.

7 Valuation

The last valuation was obtained on **16/07/2013**. The recommended sum insured was **$18,645,000.**

It was resolved to refer to the Committee for further instructions prior to insurance renewal due 20/09/2025

8 Insurance

It was **noted** that the Owners Corporation existing insurance cover is:

Policy No.HU0040504
CHU Underwriting Agencies Pty Ltd
Type : Strata
Broker : COVERFORCE
Premium : $125,071.66 Paid on : 24/09/2024 Start : 20/09/2024 Next due : 20/09/2025

Cover	Sum Insured	Excess
Building - All Claims	$29,242,171.00	$2,500.00
Building - All Water Damage	included	$10,000.00
Building - Storm	included	$10,000.00
Building - Exploratory Costs(Burst Pipe)	Insured	$10,000.00
Flood	Included	$10,000.00
Loss of Rent/Temp Accommodation	$4,386,325.00	$2,500.00
Common Area Contents - All Claims	$292,422.00	$2,500.00
Public/Legal Liability	$20,000,000.00	$2,500.00
Voluntary Workers	$200,000/$2,000	$2,500.00
Fidelity Guarantee	$100,000.00	$2,500.00
Office Bearer's	$5,000,000.00	$2,500.00
Machinery Breakdown - All Claims	$100,000.00	$1,000.00
Government Audit Costs	$25,000.00	$2,500.00
Appeal Expenses	$100,000.00	$2,500.00
Legal Defence Expenses	$50,000.00	$2,500.00
Lot Owner's Fixtures & Improvements	$250,000.00	$2,500.00

It was resolved that the Owners Corporation will obtain their own quotations from **CCIB** for insurance cover prior to the renewal date, it was **noted** that as a result, the manager will not be able to provide any advice regarding insurance or lodge claims on behalf of the owners corporation. However the Owners Corporation would still like to review renewal options from the manager's recommended broker and then make their final decision.

Please note that the Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. Owners should consult the policy PDS for full coverage details. To receive a copy of the PDS please contact your Owners Corporation Manager.

Owners are strongly advised to obtain contents insurance including public liability for their lot. Where a lot is not occupied by the owner, the tenant or occupier should be advised to take out insurance for their goods, chattels and any liability arising from the use of the lot.

9 Insurance Excess

It was resolved that pursuant to Section 23A of the Owners Corporations Act 2006, the Owners Corporation will apply the following levies in regard to insurance:

- if there is damage to common property caused by a lot owner or lot owner's lessee and the damage is not covered by the insurance held by the Owners Corporation or the cost of the damage is less than the excess payable on the claim; or
- an excess on an insurance claim if the claim relates solely to the owner's lot.

10 Expenditure Authority

It was resolved that the Owners Corporation delegates the Manager authority to undertake necessary works to common property up to the value of **$1,000** without the authority of the Owners Corporation.

11 Other Business

11.1 Maintenance - Cyclical

The following was **noted** in relation to cyclical maintenance:

- Caretaking: BCCS
- Bin Cleaning: WBCM

12 Budget

It was resolved that the proposed annual budget for the period ending ***31/12/2025*** be adopted as below:

- **Administration:** *$30,000.00*

13 Annual Owners Corporation Fees

It was resolved that fees are to be paid in advance in Quarterly instalments.

It was resolved that the first such instalment be due on **01/01/2025** with subsequent instalments being due on the 1st of each quarter. These instalments will continue at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting.

It was resolved that as the collection of fees for the year has already commenced, the budget decrease will be **spread equally over the remaining fees for the financial year**.

It was **noted** that the fees are based on lot liability, as per the registered plan of subdivision, in accordance with the Owners Corporation Act Section 23 (1).

14 Recovery of Owners Corporation Fees

It was resolved that Turnbull Cook may pursue outstanding fees payable to the Owners Corporation by engaging a debt collection professional and that any costs incurred by the Owners Corporation resulting from a lot owner owing fees will be borne by the lot owner.

It was resolved that the Owners Corporation charge interest 28 days after the due date, at the maximum rate of interest in accordance with the Penalty Interest Rates Act 1983.

It was resolved that Turnbull Cook may pursue legal action in a court of competent jurisdiction, against a registered and equitable owner to recover unpaid fees, levies, interest, administration fees, legal fees and breaches of the Owners Corporation Act 2006.
Those fees are to be on-charged to the lot in arrears and are listed below:

- Overdue Levy Reminder Notice - Debt Recovery Stage 1 - $20
- Initial Final Fee Notice - Debt Recovery Stage 2 - $75
- Notice of VCAT application issued to lot owner - Debt Recovery Stage 3 - $120

NOTE: Section 135 of the Owners Corporation Act 2006 stipulates that a Lot Owner who does not occupy the lot or will be absent from the Lot for more than 3 months must advise the Owners Corporation of the lot owner's mailing address for service of notices and any changes to it immediately.

15 Acknowledge Manager's Report

The Manager tabled a report to the members of the Owners Corporation as per section 126 & 159 of the Owners Corporation Act 2006.

16 Appointment of Managing Agent

It was resolved that the Owners Corporations acknowledge the existing contract of appointment between Turnbull Cook Strata Management Pty Ltd and Owners Corporation 512432Q-1 &512432Q-2.

17 Set date for next meeting

It was resolved that the next annual general meeting be tentatively scheduled for **March 2026**

The Manager will issue Notice of Annual General Meeting to all owners with at least 14 days prior notice.

18 Close of Meeting

It was resolved that the meeting closed at **07:49 PM.**

Turnbull Cook
ABN 79 092 466 987

Level 6, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008

03 8697 0600
info@turnbullcook.com.au

Approved Budget
to apply from 01/01/2025

The Owners of OC--PS512432Q-2 151-155 Burwood Road, HAWTHORN VIC 3122

Administrative Fund

	Approved budget
Revenue	
Levies Due--Admin	30,000.00
Total revenue	30,000.00
Less expenses	
Maint Bldg--Contract Caretaker/Cleaner	30,000.00
Total expenses	30,000.00
Surplus/Deficit	0.00
Opening balance	43,290.38
Closing balance	$43,290.38
Total units of entitlement	19060
Levy contribution per unit entitlement	$1.57

AUSTRALIAN CONSULTANTS

SPECIFICATION FOR REMEDIAL WATERPROOFING WORKS AT 151-155 BURWOOD ROAD, HAWTHORN

Document No. 2021.j092-doc3(0)

Prepared for Owners Corporation 512432

By Sophie Favilla

April 23

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1 GENERAL

1.1 Background

1.1.1.1 The apartment building at 151 – 155 Burwood Road, Hawthorn is bounded by Burwood Road and Lynch Street in Hawthorn. The Building was constructed in 2004 and comprises 50 lots over five levels, including 49 apartments, and one commercial tenancy on the ground floor. All apartments feature outdoor balconies or terraces. The Building also has basement level carparking.

1.1.1.2 This Specification has been prepared based on the material, representations, information and instructions provided to us, and it is assumed that these are true and correct. The Specification must only be used in whole. The Consultant may revise the works described in this Specification particularly if new information becomes available.

1.2 Project Aim

1.2.1.1 The aim of the Contractor in carrying out these works to achieve long-term, durable water solutions to the known water ingress issues at the Building.

1.3 Safety and Environment

1.3.1.1 The nominated Contractor shall comply with all relevant safety and environmental legislation, including the Victorian Occupational Health and Safety Act (2004), the Occupational Health and Safety Regulations (2007) and the Environmental Protection Act (2017).

1.3.1.2 All site safety related aspects during the works are the responsibility of the Contractor, including safe access and public safety.

1.3.1.3 The nominated Contractor shall comply with all aspects of the works with respect to environmental management including the removal and disposal of materials in accordance with relevant regulatory requirements.

1.3.1.4 All activities pertaining to the management and interactions with any Asbestos, Lead paint or other hazardous materials in the course of the works shall be the responsibility of the Contractor including all requirements outlined in this section.

1.4 Definitions

1.4.1.1 The following definitions apply to this document:

i. Principal: Owners Corporation 512432, or an authorised representative thereof

ii. Contractor: the successful tenderer appointed by the Principal to conduct the Project

iii. Superintendent: Shall be defined by conditions of Contract

iv. Consultant: Infracorr Consulting Pty Ltd (Australian Waterproofing Consultants)

v. Specification: This document

vi. Works: Complete scope of works described in the Specification and Contract Hold Point: A mandatory QA point captured in the ITP in accordance with the Specification that requires inspection, verification or approval from a nominated person prior to proceeding to the next item in the Specification.

vii. SWMS: Safe Work Method Statement

viii. PQP: Project Quality Plan

ix. ITP: Inspection and Test Plan

x. WMS: Work Method Statements

xi. TMS: Test Method Statements

xii. SSD: Saturated, Surface Dry Condition - meaning the body of the concrete is saturated and free surface water has been removed from the surface of the concrete.

xiii. (the) Building: Apartment building at 151 – 155 Burwood Road

1.5 Scope of Works

1.5.1.1 The scope of works is summarised as follows:

i. Balcony remediation works, Section 3.

ii. Planter box repairs, Section 4.

iii. A new membrane system for the Level 1 small roof above apartment 1, Section 5.

iv. A new membrane system for Level 3 and Level 4 ballasted membrane roofs, Section 6.

v. Repairs to the waterproofing system at the Level 4 ballasted sheet membrane roofs, Section 7.

vi. Repairs to the steel roof on Level 5 (requiring engineering input), Section 8.

vii. General façade works, Section 9, including:

i. Waterproofing repairs to cold joints behind downpipes on Burwood Rd and Lynch St facades.

ii. Repairs/replacement of lightweight cladding.

iii. Weatherproofing works to façade pre-cast panels and blockwork.

iv. Plaster and texture repair and re-painting (including re-painting the full facades).

v. Timber staining for timber architectural elements on the Lynch St and Burwood Rd facades.

viii. Repairs to the basement and lower ground floor (with optional items), Section 10.

1.5.1.2 This specification relates only to the remediation works at the Building.

1.5.1.3 This document contains the minimum technical requirements for the remediation works.

1.5.1.4 Unless otherwise specified, all works described are the responsibility of and shall be carried out by the Contractor.

1.5.1.5 The scope of works includes the supply of all labour, materials, tools, and equipment required to perform all works outlined in this Specification. It also include all testing required as part of the works whether before, during or on completion of the works.

1.5.1.6 Minor works which are not expressly mentioned in the Specification or Contract but which are necessary for the satisfactory completion and performance of the work under Contract shall be addressed by the Contractor without adjustment to the contract sum (this includes for example, minor additional preparatory works for balconies which have not been expressly specified).

1.5.1.7 The contractor shall allow to have a weekly meeting with the Principal to provide an update of current progress, any items of conflict, latent conditions or any other items of note which affect the project.

1.6 Relevant Standards and Codes of Practice

1.6.1.1 The Contractor shall ensure that the Works are compliant with all relevant requirements from the Australian Standards and the National Construction Code. This shall include any relevant requirements from the latest revision of the following documents in Table 1.

Table 1: Relevant standards and codes

Standard/Code	Name
NCC 2022	National Construction Code of Australia, 2022
AS 4654.1-2012	Waterproofing membranes for external above-ground use - Materials
AS 4654.2-2012	Waterproofing membranes for external above-ground use - Design and Installation
AS 3958.1:2007	Guide to the installation of ceramic tiles
AS 4586-2013	Slip resistance classification of new pedestrian surface materials
AS/NZS 2311:2017	Guide to the painting of buildings
AS 3500.3:2021	Plumbing and drainage: Stormwater drainage
AS 3894	Site testing of protective coatings (various parts – latest versions to be used)
SA HB 198:2014	Guide to the specification and testing of slip resistance of pedestrian surfaces
AS 3600:2018	Concrete Structures
AS 1288:2021	Glass in buildings – selection and installation
AS 2208	Safety glazing materials in buildings
AS 1170.1-2016	Structural design action permanent, imposed and other actions
SA HB 84:2018	Guide to concrete repair and protection
ISO 9001:2015	Quality certification
Manufacturers SDS, TDS, method statements and associated documentation for the relevant materials.	

1.7 Materials and General Requirements

1.7.1.1 The Contractor shall inform the waterproofing membrane material supplier of application timing at least 3 weeks before application is scheduled in case advice is needed or the materials supplier wishes to inspect the works.

1.7.1.2 Pre-approved materials have been provided in this document. The Contractor may propose to use alternate materials, if so, the details shall be submitted to the Consultant for approval at least 3 weeks before intended usage. The Contractor shall include in their submission details the manufacturers datasheet and application instructions, statement from the supplier that the product is suitable for the given application and any limitations, and MSDS for the materials.

1.7.1.3 All materials used shall have a proven record of successful application in similar environments.

1.7.1.4 All materials shall be stored and transported in accordance with the manufacturer's instructions.

1.7.1.5 Materials stored beyond their recommended shelf life shall not be used.

1.7.1.6 Materials shall remain sealed in their original containers until the time of use.

1.7.1.7 Store all materials off the ground, under cover, and in a dry location. Protect from rain, water, freezing, excessive heat, foreign matter, and other damaging conditions until ready for use.

1.7.1.8 The Contractor shall maintain records of all materials installed, including batch numbers, and the locations in which the materials were installed.

1.7.1.9 All materials utilised shall be mixed, applied, and cured in strict accordance with the manufacturer's requirements to achieve the required properties such as adhesion and strength.

1.7.1.10 Pay close attention to the manufacturer instructions in relation to required conditions for application including temperature, weather, humidity, and moisture. The Contractor shall undertake moisture content readings of substrates prior to application where required.

1.7.1.11 The waterproofing systems and products shall be installed by the Contractor in accordance with manufacturer/supplier's instructions. This shall include all upstands, downturns, transitions, connections, details, fillets and the like as may be required to ensure a fully watertight finish is achieved. Where doubt exists, it is the Contractor's responsibility to seek clarification with the Consultant and/or material supplier.

1.7.1.12 The Contractor shall ensure any transition with the materials being installed are compatible with existing building elements where these are in contact.

1.7.1.13 The Contractor shall make suitable allowance for spare tiles.

1.7.1.14 Sample tiles shall be provided for approval prior to installation.

1.7.1.15 Do not cut, drill or chase structural elements unless approved by the Consultant.

1.7.1.16 Loading and unloading of materials shall be the responsibility of the Contractor using appropriate site safety and traffic management systems as may be required. The Principal nor its consultants are liable for any infringements or other matters relating to a failure on the part of the contractor to carry out its obligations under local, state or federal law in these matters.

1.7.1.17 Where any issue is not covered by the Specification, or where any discrepancy exists between the Specification and any referenced document, it shall be referred to the Consultant for clarification.

1.8 Contractor Qualifications

1.8.1.1 The applicator shall be well versed and experienced with the Works being performed.

1.8.1.2 Some products and methods in this Specification may require installation by an accredited or approved contractor. All works to be carried out by competent and experienced contractors with the corresponding qualifications, licences and accreditations to execute the relative works as required by the relevant standards, codes, and manufacturer instructions. This includes the requirement for plumbing works to be carried out by a suitable licensed person.

1.8.1.3 Contractor shall be licensed where required and insured to carry out the works.

1.9 Effect on Residents

1.9.1.1 Ensure that all existing services remain uninterrupted throughout the duration of the Works.

1.9.1.2 Where temporary disruption is unavoidable, provide notice and seek permission at least 5 working days prior to planned disruption. Permission to disrupt will be refused if reasonable alternative measures are practicable.

1.9.1.3 Allow for the maintenance of unimpeded tenant access to and from the site, including fire egress, and within the site to all common areas.

1.9.1.4 Noisy work (cutting, drilling, jackhammering, angle grinding, persistent hammering, sanding, etc) is to be conducted during the hours of 8:30am – 4:00pm, Monday – Friday, subject to the limitations set by the relevant Authorities.

1.10 Cleaning, Demobilisation and Making Good

1.10.1.1 All work shall be progressively cleaned, and all waste, rubbish and debris shall be collected and removed off site at the end of each day. Project waste shall not be disposed into the bins provided for the building occupants. No removal of materials is permitted through the apartment complex.

1.10.1.2 On completion of the works, all surplus materials, equipment, sheds, waste etc shall be removed from site.

1.10.1.3 The Contractor shall make good any damage to the building or building fabric caused by the Contractor during the repair works. This shall include (but may not be limited to):

i. Cleaning windows, joinery, doors and the façade of any construction materials. If glass is found to have been etched and not able to be cleaned, the Contractor shall notify the Consultant and seek further instruction.

ii. Performing repair works such as repainting and making good where damage has been caused or exposed due to the remedial works. This includes any repairs required to building fabric, painting, soffits, cladding etc.

1.10.1.4 On demobilization from site the contractor shall allow for a final site clean as necessary.

1.11 Warranties

1.11.1.1 In line with the works contract, and unless the works contract requires a greater warranty period, the Contractor shall provide a warranty for the whole of the Works for a minimum of 10 years. Where necessary, the Contractor shall obtain warranties from the material suppliers.

2 PRELIMINARIES

2.1 Safety and Environment

2.1.1 General

2.1.1.1 This Specification provides technical requirements - it does not detail the safety and environmental obligations which apply to the Contractor.

2.1.1.2 The Contractor shall ensure that appropriate safety systems and procedures that adhere with relevant Work Health and Safety Acts, Regulations, and Codes of Practice are in place and adhered to as part of the works.

2.1.1.3 The Contractor shall develop and adhere to a safety and environmental management plan incorporating safe work method statements (SWMS) for the project.

2.1.1.4 The Contractor shall establish suitable access and the provision of any facilities and services required.

2.1.1.5 Key considerations for the project to be addressed by the Contractor shall include but not be limited to the following.

General Safety and Environment

i. Heights - ensuring safety measures to prevent falls and falling equipment/material
ii. Hot works, including identifying and controlling fire risks and hazards during use of gas flame / torches including maintaining safety of the workers, residents, public, and maintaining integrity of the building. The Contractor shall develop and implement a risk management plan for the works.
iii. Handling and safe disposal of hazardous materials such as asbestos containing materials or leaded paint
iv. Safety of occupants, staff and public
v. Drilling – dust generation
vi. Noise
vii. Disposal of waste
viii. Any other relevant or general construction safety and environmental hazards

Property protection and security

i. Protection of neighbouring property and public property including council owned assets.
ii. Protection of existing building elements and finishes.
iii. Protection of newly completed works to avoid damage during the works. Security of the building

iv. Keeping the areas under the Contractor's control secure and locked at all times as required.
v. Do not use the site for any purpose other than those required to carry out the Works.

Maintenance of services and access

i. Maintenance of any services which may interfere with the Works or be affected by the works (including, fire protection services, gas, electrical and telecommunication cables, lightning protection, air condition systems, plumbing and water services, ventilation and ducting, lifts, plant, etc).
ii. Maintenance of unimpeded normal access, including fire egress, access to common areas by occupants, and any required special access by other personnel as required (for example maintenance personnel).
iii. The contractor shall ensure all emergency egress points are maintained and that emergency services are not inhibited during any emergency event. Where there is doubt consult the Principal for clarification.

2.1.2 Temporary Weatherproofing

2.1.2.1 The contractor shall provide temporary weatherproofing via use of tarpaulins, barriers or other such means where any removed materials may impact the weathertightness of the building during works.

2.1.3 Balustrades

2.1.3.1 Where balcony balustrades are removed allow to provide temporary barricading/ barriers to exclude access to the balcony edge as required to ensure health and safety of all workers and tenants as required. These barriers will be required to be in place for as long as the work progresses until a permanent barricade/ barrier is replaced. Installation of balustrades shall be undertaken with reference to AS 1288:2021 and any other applicable standard relevant to balustrades/ barriers.

2.2 Quality Plan

2.2.1.1 The Contractor shall develop a Project Quality Plan (PQP), including Inspection and Test Plans (ITPs), Work Method Statements (WMS) and Test Method Statements (TMS) for the works, including all tests listed in all the different sections of the Specification.

2.2.1.2 The Contractor shall ensure to maintain accurate records of repairs are completed, including but not limited to the following information:

- Location of repairs;
- Extent of repairs;

- Products and product details (such as batch numbers, etc.) used for the repair;
- Witness and Hold Point check records;
- ITPs for all testing performed; and
- Names of the personnel completing inspection of Witness and Hold Points.

2.2.1.3 All aspects of the works shall be performed in accordance with the PQP.

2.3 Access and Storage Plan

2.3.1.1 Liaise with the Principal to agree on method and areas for:

i. Access to the work site

ii. Storage of materials

iii. Site amenities (including site shed if required)

iv. Protection works

2.3.1.2 Parking is limited around the site and the Contractor must coordinate parking with the Principal and ensure the safe and efficient movement of all Contractor vehicles.

2.3.1.3 The Contractor shall arrange any relevant permits, approvals, traffic management etc whether from local councils, VicRoads, power suppliers, neighbouring properties or other parties, as required for access and material storage.

Hold Point

Submit to Client/Consultant for approval:

- Contractor Qualifications
- Safety and Environmental Management Plan documentation
- Plans for relocation and/or protection of existing services throughout Works
- Quality Plan, ITPs, WMS and TMS
- Proposed Access System documentation
- Details of materials to be used and any alternative material approval requests

2.4 Notify Residents and Mobilisation

2.4.1.1 The Contractor shall submit documented details to the Consultant of any access systems to be installed as part of the works for approval.

2.4.1.2 The Contractor shall provide notification to the owners/residents as agreed by the Principal, a minimum of 4 weeks prior to mobilisation. The Principal is to arrange for furniture to be cleared from the work areas during this time.

2.4.1.3 Once the notification period has elapsed the Contractor shall mobilise to site and commence the works including installation of any access systems.

2.5 Dilapidation Report

2.5.1.1 The Contractor shall notify the Principal of any existing defects that could be misconstrued as having been caused by the Contractor (e.g. dilapidation) and provide photographic records of any such issues.

3 BALCONY REMEDIATION

3.1 General

3.1.1.1 This section covers balcony remediation works consisting of new waterproofing systems and tiling to be installed to selected balconies, as well as other specific repairs to selected balconies such as window and door weatherproofing works. The scope of works is based on the unit owners which have agreed to the works.

3.1.1.2 The Contractor shall perform the works in this section to each unit as detailed in Table 2. This table should be cross referenced with Table 4

Table 2: Apartment Index

Section	Item	1	2	7	8	9	101	104	105	106	108	109	111	112	201	204	205	210	211	212	304	308	309	401	402	403	404	405
3.3.1	Substrate preparation	■	■	■	■	■	■	■				■	■	■	■	■		■	■	■	■	■	■		■		■	■
3.3.2	AC unit relocation	■	■	■	■	■	■	■				■	■	■	■	■		■	■	■	■	■	■		■		■	■
3.3.3	Additional Balcony Works							■	■	■	■						■						■	■	■	■	■	■
3.3.4	Install hob at apartment boundaries			■	■	■																	■					
3.3.5	Emergency Overflow	■	■	■	■	■																						
3.3.6	Waterproofing System	■	■	■	■	■	■	■				■	■	■	■	■		■	■	■	■	■	■		■		■	■
3.3.7	Tiling and Finishing	■	■	■	■	■	■	■				■	■	■	■	■		■	■	■	■	■	■		■		■	■
3.3.8	Window and Door and Weatherproofing	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

3.2 Materials

3.2.1.1 The primary materials required in this section are detailed in Table 3.

Table 3. Pre-approved materials for this section

Application	Status	Product
Floor Screed	Pre-approved	ACS Traditional Floor Screed
Primer for non-porous materials	Pre-approved	WPA 160, specialised solvent-free primer for non-porous surfaces
Epoxy Primer	Pre-approved	WPA 560
Membrane Adhesive, Detail Membrane	Pre-approved	WPA 200
Sheet Membrane	Pre-approved	WPA Aqualay
Transition reinforcement	Pre-approved	WPA Elastoband
Membrane Topcoat (for exposed WPA 200)	Pre-approved	WPA TuffCote
Plumbing components	Contractor to propose	As required
Tiles	Pre-approved	New tiles to be confirmed by Client, with suitable slip resistance as per the NCC requirements
Tile Adhesive	Pre-approved	TPA Lite
Tile Grout	Pre-approved	TPA Tru Colour Grout
Movement Joint Sealant	Pre-approved	TPA Tru Colour Sanitary Silicone
Render (if required)	Contractor to propose	If required, Contractor to propose suitable render to match existing which is compatible with the other products
Paint system	Pre-approved	Dulux Weathershield (re-painting of existing rendered elements or other existing painted surfaces)
Material for hob construction	Contractor to propose	Allow for suitable concrete mortar hob
Emergency overflow scupper	Contractor to propose	As required

3.3 Execution

3.3.1 Substrate preparation

Demolition

3.3.1.1 Provide protection to those building elements not being repaired.

3.3.1.2 Remove tiles, screed and waterproofing back to a sound concrete base or structural screed base.

3.3.1.3 Remove the screed.

Note - If, after removing the tiles, the Contractor is of the belief that the screed is in suitable condition to remain in place (with no repairs or only minor repairs), the Contractor shall discuss and seek approval from the Principal or Consultant.

3.3.1.4 Inspect and confirm suitability of waste outlet for compliance to AS 3500.3 Stormwater drainage. Where required, replace with compliant waste outlet.

Temporary cladding removal

3.3.1.5 Where required, remove cladding to enable a membrane upstand to be installed. This may require other building works to remove some cladding elements and the extent of the removal works required may vary depending on the particular cladding installation of each apartment balcony.

3.3.1.6 On completion of the waterproofing works described in this Section 3, the Contractor is to reinstate the cladding and texture/paint finishes. The Contractor shall make good all those items required (such as rotten or deteriorated cladding framing, plaster) to ensure the cladding is reinstated to relevant standards and that the cladding is weatherproofed, installed neatly, with adequate and durable fixings.

Services and penetrations

3.3.1.7 Check for electrical services or other cabling, conduits, plumbing and the like which may be in or around the work area (for AC units, see Section 3.3.2). Ensure allowance is made to deal with these in a safe manner, including isolation / de-commissioning and re-commissioning where required.

3.3.1.8 Make penetrations weathertight (both to ensure temporary weatherproofing during the works, and with appropriate membrane detailing).

Metal balustrades (privacy screens)

3.3.1.9 Where metal balustrade posts are present, these will need to be accommodated with suitable detailing with the membrane.

3.3.1.10 The balustrade posts are to be retained in place and waterproofing in accordance with AS 4654.2:2012.

Glass balustrades

3.3.1.11 Glass balustrades are present on Burwood Rd and Lynch St facades from Level 1 up.

3.3.1.12 The Contractor shall allow to remove glass balustrades and frames to enable balcony waterproofing works including screeds and waterproofing membranes and suitable connections with downpipes.

3.3.1.13 The Contractor shall put in place suitable fall protection measures while the works are undertaken.

3.3.1.14 If the Contractor believes the works can be performed with the glass balustrades in place, the Contractor shall discuss and seek approval from the Consultant.

3.3.1.15 The contractor shall arrange to reinstate the glass balustrade on completion of the works. This may require a new balustrade to be installed of the same or “similar” design to the existing. Installation shall be carried out in accordance with the requirements of AS 1288:2021 and any other relevant standard associated with the installation of a balustrade/ barrier.

Surface preparation

3.3.1.16 Prepare the exposed substrates to be able to receive new outlet and subsequent materials including screed and membrane. Substrate repairs with repair mortar shall be performed where required. If significant defects are identified, notify the Consultant/Client.

Note - Apartments 7, 8 and 9 may require custom made scupper type outlets. The contractor shall allow to utilise the existing downpipe connections

3.3.1.17 Mechanically grind or use other appropriate preparation methods at all upstands and downturns to a height of 150 mm (to be confirmed during works) to present a clean, uncontaminated substrate ready for priming for walls of solid construction.

Note – where priming to existing membrane in sound condition is to be undertaken, the contractor shall ensure compatibility with the existing membrane system. This may require adhesion testing and or consultation with the material supplier to select the most appropriate primer solution.

Hold Point
Contractor to propose method and materials for upstand installation providing suitable substrate for waterproofing upstands which does not conflict with cladding reinstallation.

3.3.1.18 The Contractor shall install solid upstands as agreed. This shall include behind lightweight cladding where the Contractor shall allow for additional works to prepare the substrate to have a continuous, smooth and solid upstand suitable for the waterproofing upstands. This is expected to consist of installing timber blocking or other appropriate form of construction. The Contractor must ensure new upstands do not conflict with cladding reinstallation.

3.3.1.19 The Contractor shall remediate any discontinuities in the slab or wall to provide a sound substrate suitable for the application of the waterproofing membrane. This will include patch repairing cavities in the slab with repair mortar as required.

3.3.1.20 External corners to be waterproofed must be bevelled to ensure a smooth transition of membrane across the corners.

3.3.1.21 Clean the surfaces, taking care not to damage the substrate, so that surfaces to be waterproofed are free of mould, paint, sealers, coatings, curing agents, loose particles and other contamination or foreign matter that may interfere with the adhesion or curing of any subsequent coatings.

3.3.2 AC unit relocation and recommissioning

3.3.2.1 If AC units are present on the balcony and need to be removed, temporarily relocate the units as follows.

i. Arrange to temporarily uninstall the units and arrange suitable protection of conduits and other peripheral components.
ii. Arrange temporary storage of the AC units during the waterproofing works (ensuring measures are in place to protect the units from damage or theft).
iii. AC conduit penetrations shall be installed with purpose-designed, watertight flashing and shall be suitably treated and made watertight.
iv. On completion of the waterproofing works, recommission the AC units in accordance with the relevant requirements, in an equivalent manner to how they were originally installed as far as practical.

Hold Point
Consultant to review substrate preparation.

3.3.3 Additional balcony works

3.3.3.1 Additional specific works shall be performed where noted at the units listed in Table 4. The Contractor may need to arrange specific access (for example to the slab edges on the façade related to balconies 106 and 108).

3.3.3.2 The methods required for these works require discussion once the areas are exposed/accessible. The Contractor shall liaise with the Consultant to confirm the specific repair methods before continuing.

Hold Point
Consultant to confirm repair methods for the items in Table 4. This will require input from appropriate subconsultants (e.g. engineer) as noted below.

Table 4: Additional Works

Unit	Expected works (methods to be confirmed)
104	Check rear of apartment wall to west elevation above small roof of apartment 1. Check all façade joints, cracks and window frame to façade junctions and to seal as appropriate. (refer section 5 for works connected to this apartment)
105	Replace all sealants at balcony tile to wall junctions.
106	Seal crack on slab edge to ensure water ingress is prevented from affecting the steel shelf angle. Remove all sealants at wall to balcony junction and replace with new sealant installation. Allow to remove blistered coating as required and re-paint. Perform concrete repairs to balcony floor slab crack – engineering input is expected to be required. The Contractor shall allow for input from an appropriately qualified engineer. Repair crack on balcony render at floor to wall junction (method to be confirmed on receipt of engineering advice). Replace all sealants at balcony tile to wall junctions. On completion, re-render and re-paint over repairs to match existing.
108	Repair balcony floor slab crack – engineering input is expected to be required. Repair crack on balcony render at floor to wall junction (method to be confirmed on receipt of engineering advice). Replace all sealants at balcony tile to wall junctions. On completion, re-render and re-paint over repairs to match existing.
205	At the south end of the balcony, seal gap at junction of balcony slab above. Seal crack to infill render above balcony slab connection. Remove all sealants at wall to balcony junction and replace with new sealant installation. Remove blistered coating as required and re-paint.
211	Arrange access the façade to water test and inspect exhaust grille. Repair water ingress point and secure exhaust grille.
309	While external façade access is provided, replace hinges at window awning within bedroom.
401	Check and if required replace two outlet discharges from non-trafficable ballasted roof (Burwood road elevation) with a “scupper type” outlet. This may require a custom-made design (refer also to works required to the ballasted roof at section 6).

Unit	Expected works (methods to be confirmed)
402 and 405	Repair/ replace privacy screen at balcony. As a minimum this is expected to include: • Remove defective cladding to the end privacy wall of the balcony. • Build a nib wall approximately 100mm in height to site the privacy wall onto. • Ensure the Nib wall is waterproofed and the cladding sits above the wearing surfaces. • Rebuild the privacy wall in accordance with cladding manufacturer recommendations. • Install a saddle flashing or similar at the top of the wall where it intersects with the wall cladding and to adequately flash or otherwise weatherproof any vertical cladding to cladding junctions.
404 and 403	Repair the external walls of planter boxes. This includes repair of cracks and re-rendering and external waterproofing. Repair or replace aluminium cover plate between joinery of apartment 404 and 403.

3.3.4 Install hob at apartment boundaries

Hold Point
Contractor and Consultant to review balconies and confirm materials and method and details for installing hobs, including how to treat balcony waterproofing & tiles on the non-repaired side.

3.3.4.1 Where privacy screens are present, the Contractor shall temporarily remove and store these and then reinstate on completion of membrane works. Where removed, the Contractor shall arrange a temporary privacy screen during the works.

3.3.4.2 Where specified to a unit/balcony, a hob is to be installed at level boundaries with other balconies. The Contractor may need to allow repair/reconnection to the waterproofing membrane on the non-repaired balcony, and re-tiling in order to facilitate installation of the hob.

3.3.4.3 Install a 100 x 100-mm raised hob at the transition between units and alter screeds to suit to ensure adequate cross falls, if required.

> **Note**: Installation of the hob may require works to associated cladding and other building elements. If so, the Contractor shall remove and alter associated elements to facilitate the installation and waterproofing of the hob.

3.3.4.4 The hob shall extend from wall to wall. The height may be adjusted subject to approval by the Consultant, if required to accommodate the waterproofing system and/or other finishes.

3.3.4.5 Before installing the hob, the hob location on the balcony is to be prepared by scabbling to the ICRI CSP 5 standard. An approved bonding argent it to be applied prior to concrete placement in accord with manufacturer's instructions.

3.3.4.6 The junction between the hob and parapet and building walls shall be detailed as a control joint with a suitable gap and sealant junction.

3.3.4.7 The hob shall be anchored and reinforced using AS/NZS 4671-2001 D250N12 (12mm deformed) reinforcement steel bars. Vertical (starter) bars shall be installed at 100mm from each end of the hob and at 300mm centres, to a depth of 50mm into the slab. The hob shall be reinforced with a minimum 12 mm horizontal bar through the centre of the hob. Minimum 40mm concrete cover to be maintained.

3.3.4.8 Formwork shall be designed, constructed and stripped by the Contractor in accordance with AS 3610 (latest versions of the series).

3.3.4.9 Concrete shall achieve a minimum 25 MPa compressive strength after 28 days and shall be installed and cured in accordance with AS 3600:2018, any other relevant Australian standards and the manufacturer's instructions. Concrete shall be mechanically vibrated in the form to give maximum compaction without segragation of concrete. The use of chloride additives is prohibited.

3.3.4.10 The hobs shall be included in membrane and tiling works including appropriate membrane detailing at the hob corners.

3.3.5 Emergency overflow apartments

Hold Point
Contractor to obtain suitable civil engineering input in regards to penetration through slab and connection to stormwater system and submit details to Consultant

3.3.5.1 Install an emergency overflow relief, above existing outlet within the balcony connected to the stormwater system. The Contractor shall allow for civil engineering input as required, as this will involve a penetration through the concrete slab and connection to the existing stormwater system.

3.3.6 Waterproofing system

Drain reinstatement (where required)

3.3.6.1 Install appropriate leak control flanges at drainage outlets in preparation for waterproofing works.

Screed

3.3.6.2 Install a new screed as per manufacturer's instructions with falls of not less than 1:100 to any outlet or drain. Use appropriate cross falls where multiple changes in plane are necessary.

3.3.6.3 Allow the screed to cure prior to further waterproofing.

Primer Coat

3.3.6.4 Plan primer application such that weather is suitable. Do not apply if rain is imminent.

3.3.6.5 Apply WPA 160 primer to any non-porous surfaces such as PVC or metal pipe penetrations.

3.3.6.6 Apply WPA 560 primer as a general primer to all prepared areas to be waterproofed in accordance with manufacturer's instructions.

3.3.6.7 Apply by roller ensuring a continuous, unbroken resin film. Apply a second coat ensuring manufacturer specified WFT is achieved for each coat.

3.3.6.8 Allow to cure in accordance with manufacturer's requirements for overcoating with a membrane.

Fillets

3.3.6.9 Install sealant bead to internal changes of direction as a fillet (including horizontal to vertical junctions) in accordance with AS 4654.2:2012 "External Membranes for Above Ground Use – Design and Installation", Clause 2.7 Fillets.

Membrane Installation

3.3.6.10 Plan membrane application such that weather is suitable. Do not apply if rain is imminent.

3.3.6.11 Apply WPA 200 onto sufficiently dried primed surface using a brush, roller or airless spray, ensuring an even consistent coat with a 0.6mm WFT.

3.3.6.12 After the first coat of WPA 200 has sufficiently dried, apply a second coat of similar thickness at right angles to the first coat. While the second coat of WPA 200 is still wet, position and unroll the WPA Aqualay and press in place using a trowel/float or pressure roller, ensuring a firm bond is achieved by removing all air pockets and excess WPA 200.

3.3.6.13 WPA Aqualay sheets shall be overlapped by a minimum of 50mm and sealed using WPA 200.

3.3.6.14 Apply top-coat using two (2) coats WPA Tuffcote to any areas of the balcony which will have exposed WPA 200 (i.e. not covered with WPA Aqualay, for example within spoon drains).

3.3.6.15 Apply WPA Elastoband at vertical and horizontal transitions as per the manufacturer's instructions.

NOTE – application of membrane system shall be in accordance with AS 4654.2:2012.

Hold Point
Consultant to review membrane application

3.3.7 Tiling and Finishing

Tile Installation

3.3.7.1 Apply tile adhesive to the prepared substrate in accordance with AS 3958.1:2007, with particular attention to all sealant joints as required to allow for movement.

3.3.7.2 Application of adhesive should be limited to an area up to 1-2m^2 at a time to avoid skinning. If skin develops, product should be removed and fresh adhesive reapplied.

3.3.7.3 Ensure that the whole of the back of the tile is in good contact with the adhesive with no voids. Remove a tile periodically during installation to ensure correct coverage.

3.3.7.4 Use the following methods as appropriate:

i. **Notched trowel method** - Adhesive application to be as described in AS 3958.1:2007, clause 5.6.2(a). Notched trowel sizes shall be no less than 10mm x 10mm x 10mm. Use an appropriately notched trowel to achieve full coverage.

ii. **Buttering method** - Adhesive application to be as described in AS 3958.1, Clause 5.6.2(c).

iii. For tiles in awkward locations, the buttering method may be required, or fixing might be necessary to achieve full bedding.

3.3.7.5 Install a soldier tile around any exposed upstand that is not covered by cladding to the height of the membrane upstand, nominally 100 mm.

3.3.7.6 Install drainage grates to the outlets.

Movement Joints

3.3.7.7 The following principles for sealant installation shall be followed in conjunction with manufacturer's recommendations.

3.3.7.8 Provide movement joints in the tiles as described in AS 3958.1-2007, clause 5.4.5.

3.3.7.9 Sealant depth to width ratios shall be followed in accordance with manufacturer's requirements for joints of varying sizes. The minimum joint configuration shall not be less than 6 mm x 6 mm.

Note – Structural movement joints to extend entirely through the tile and screed to the background.

3.3.7.10 Sealant joints shall be applied:

i. Above soldier tiles to finish the top of the tile with a fillet and ensure water running down vertical faces is shed away from the tile upstand.

ii. As a sealant bead to the top of skirting tiles and the underside of the window/door slider junctions to prevent water percolating back to the underside of the sub-sill.

iii. Corner locations, including in wall tiling at internal vertical corners.

iv. At floor tiling at junctions with walls, columns, nibs, hobs, drainage outlets, and similar.

v. At interruptions: around fixtures interrupting the tile surface; at junctions with joinery fixtures, including window and door frames and at changes in substrate or background.

vi. In large areas: In floor tiling provide joints at not less than 4.5 metres spacing in both directions and over all existing expansion joints.

3.3.7.11 The sealant shall be backed by a backing rod or bond breaker tape and shall only be adhered to two surfaces to allow sufficient free movement.

Tile Grouting

3.3.7.12 Tile grouting shall be performed in accordance with AS 3958.1, Clause 5.7.

Tile Finish and Joints

3.3.7.13 Provide tile finish and joints, including tolerances, as described in AS 3958.1, clause 5.4.6. Joint widths to be suited to the tile and to the manufacturer's instructions.

Finishing

3.3.7.14 Top coat any areas of the balcony which will be exposed (i.e. not tiled or covered by ballast) as required.

3.3.7.15 Protect tiles from damage and foot traffic for at least 24 hours after laying and grouting. Provide protection with sheet material such as corflute protection board.

3.3.7.16 Remove all debris and waste.

3.3.7.17 Thoroughly sponge and wash the tiles to leave them completely clean and without blemish. Finally, polish tiles with a clean, dry cloth.

3.3.7.18 Make good any junctions with existing building finishes where these have been affected by the works. This shall include where the membrane has been taken horizontally or vertically to other building elements.

3.3.8 Window and Door Weatherproofing

3.3.8.1 Within each balcony window joinery and external façade windows and doors, Check all window and door seals and sealants for defects.

Hold Point

- Contractor to submit details of areas requiring repair
- Consultant to confirm repair methods

3.3.8.2 Perform repairs where water ingress is identified or where there are defective seals or sealants.

3.3.8.3 Where joinery is beyond repair and further remedial works is deemed to be of little value, seek further instruction from the Client or Consultant.

4 PLANTER BOX REPAIRS

4.1 General

4.1.1.1 This section is for remedial works required to external planter boxes (apartments 1, 2, 7, 8, 9, 401, and 404 and planter box along the Lynch St elevation at level 1).

4.1.1.2 Apartment 401 will require as part of the planter box remedial works removal of a metal roof covering both planters boxes at the Burwood road elevation.

4.2 Materials

4.2.1.1 The primary materials required in this section are detailed in Table 5.

Table 5. Pre-approved materials for this section

Application	Status	Product
Screed	Pre-approved	ACS Traditional Floor Screed (if required to correct falls)
Primer	Pre-approved	WPA 560 (adhesion test/compatibility to be confirmed on site by contractor)
Membrane	Pre-approved	Bayset Mapei Plastimul liquid bituminous membrane
Transition reinforcement	Pre-approved	Bayset Mapeiband TPE
Membrane termination bar	Pre-approved	Supplier to provide
Membrane protection / drainage cell / geotextile fabrics	Pre-approved	WPA Drainage Cell – to be applied to the base and walls of the planter box.
Plumbing components	Contractor to propose	As required. Allow to provide repair to plumbing connections where these are defective
Overflow protection	Contractor to confirm	The contractor is to reference AS 4654.2:2012 clause 2.13 Planter boxes and allow to provide a suitable inspection and overflow relief (refer 2.13.note 1)
Render (if required)	Contractor to propose	If required, Contractor to propose suitable render to match existing which is compatible with the other products
Paint system	Pre-approved	Dulux Weathershield (re-painting of existing rendered elements or other existing painted surfaces)

4.3 Execution

4.3.1 Planter box preparation

4.3.1.1 Where there are planter boxes, remove plants and soil from the planter box. Any plants that are in good condition shall be stored for replanting by owners if desired. Allow to store

soil for re-use once new membrane works are complete. If, required the Contractor shall provide new soil.

4.3.1.2 Clean the planter boxes so that there is no soil or other deleterious material left which may affect the installation of the new membrane system.

4.3.1.3 Make good any damage to the planter box floors and walls. Ensure any penetrations are adequately prepared and ready for application of the new membrane system and sealed as required.

4.3.1.4 Apartment 401 – Remove metal roofing covering both planter boxes as part of the preparation phase and dispose as required.

4.3.1.5 Allow to carry out any required remediation to waste outlets as required to ensure the outlet is free of defects

4.3.2 Substrate preparation

4.3.2.1 Prepare substrates to receive waterproofing following the instructions in Section 3.3.1 and as per the manufacturer instructions.

4.3.2.2 Allow to carry out any required remediation to waste outlets as required to ensure the outlet is free of defects.

4.3.2.3 Consult with materials supplier to confirm requirements for compatibility between new and old membrane systems. Allow to carry out adhesion testing if required to confirm compatibility.

Hold Point
Consultant to review substrate preparation. Contractor to submit details of membrane compatibility advice/results

4.3.3 Waterproofing system

4.3.3.1 Repair or replace any defective outlets as required.

4.3.3.2 Install screed using the method in Section 3.3.6 with compliant falls to wastes if required.

4.3.3.3 Apply primer coat using the product and material recommended by planter box membrane supplier.

4.3.3.4 Install the membrane system in accordance with supplier/ manufacturer instructions and applicable standards.

Note that membranes shall be terminated above finished soil level (minimum 100 mm above) by mechanical flashing pressure bar or terminating under any over flashing. Membranes shall be

terminated into waste outlets using a nominated clamp waste outlet or other suitable means to ensure a watertight seal is achieved.

4.3.3.5 Install membrane protective topcoat in accordance with manufacturer's instructions where the membrane is exposed above ground to match existing.

Hold Point
Consultant to review membrane application

4.3.3.6 Install waterproof membrane protection / drainage cell material.

4.3.3.7 Install overflow provision in line with AS 4654.2:2012 Clause 2.13 *Planter boxes*.

4.3.3.8 Refill planter boxes with existing soil, topping up with new soil as required.

4.3.3.9 Replanting is excluded from the Contractor's Works and is to be arranged by others.

5 LEVEL 1 SMALL ROOF ABOVE APARTMENT 1

5.1 General

5.1.1.1 This section covers application of a new bituminous torch-on membrane system to the small roof above Apartment 1.

5.2 Materials

5.2.1.1 The primary materials required in this section are detailed in Table 6.

Table 6. Pre-approved materials for this section

Application	Status	Product
Screed	Pre-approved	ACS Traditional Floor Screed
Primer	Pre-approved	Antirock Primer, a bituminous primer
Membrane base sheet (where required)	Pre-approved	Soprasun Plus 3, APP-modified bitumen sheet membrane
Membrane cap sheet	Pre-approved	Soprasun Plus 4.5 kg Mineral, APP-modified bitumen sheet membrane
Membrane terminations (pressure seals where required)	Contractor to propose	Aluminium pressure seal, extruded termination bar
Termination sealant	Pre-approved	Sopramastic, solvent based bitumen mastic
Vertical downward termination	Contractor to propose	Vertical downward termination required as a metal flashing
Paint system (if required)	Pre-approved	Dulux Weathershield (re-painting of existing rendered elements or other existing painted surfaces)

5.3 Execution

5.3.1 Substrate preparation

5.3.1.1 Remove existing coatings and prepare substrates to receive screed and waterproofing following the instructions in Section 3.3.1 and as per the manufacturer instructions.

Hold Point
Consultant to review substrate preparation.

5.3.2 Waterproofing system

5.3.2.1 Install screed using the method in Section 3.3.6.

Note that the falls in this instance shall be not less than 1:100.

5.3.2.2 Apply Soprema Antirock primer coat and fully bond 1 layer of Soprema Soprasun plus 3 base sheet membrane in accordance with the manufacturer requirements.

5.3.2.3 Apply and fully bond Soprasun plus 4.5 kg mineral cap sheet membrane in accordance with the manufacturer requirements.

5.3.2.4 Refer to manufacturer's instructions and AS 4654.2:2012, particularly Figures 2.2, 2.3 for typical upturn and Figure 2.4 (a) for typical downturn terminations.

5.3.2.5 Note the downturn termination will require a 'drip edge' with an outward projecting lower edge to control the direction of dripping water from the roof above so that it does not direct water adversely into or onto the balcony door joinery head flashing.

Hold Point
Consultant to review membrane installation.

6 LEVEL 3 AND 4 BALLASTED LIQUID MEMBRANE ROOFS AND AC ENCLOSURES

6.1 General

6.1.1.1 This section describes works required to:

i. the Level 3 roofs and AC enclosure on the Lynch St elevation (this only applies to the ballasted roof and AC enclosures adjacent to units 309, 310 and 311); and

ii. the ballasted roof to apartment 401 at the Burwood road elevation.

6.1.1.2 These works require installation of a new membrane system to an existing membrane coating currently applied to both the ballasted roof and AC enclosure roofs. As such consultation with the membrane material supplier is required to determine the most appropriate primer to be used to ensure adhesion to any existing membrane system.

6.2 Materials

6.2.1.1 The primary materials required in this section are detailed in Table 7.

Table 7. Pre-approved materials for this section

Application	Status	Product
Screed	Pre-approved	ACS Traditional Floor Screed (if required)
Primer for non-porous materials	Pre-approved	WPA 160, specialised solvent-free primer for non-porous surfaces
Epoxy Primer	Pre-approved	WPA 560
Membrane Adhesive, Detail Membrane	Pre-approved	WPA Tuffcote
Transition reinforcement	Pre-approved	WPA Elastoband
Membrane Topcoat (for exposed WPA 200)	Pre-approved	WPA Tuffcote
Movement Joint Sealant	Pre-approved	WPA Spur low modulus sealant
Roofing and plumbing components	Contractor to propose	As required
Drainage mat	Pre-approved	Sopra drain 10 high strength drainage panel
Render (if required)	Contractor to propose	If required, Contractor to propose suitable render to match existing which is compatible with the other products
Paint system (if required)	Pre-approved	Dulux Weathershield (re-painting of existing rendered elements or other existing painted surfaces)

6.3 Execution

6.3.1 Air conditioner relocation and recommissioning

6.3.1.1 Temporarily remove and store air conditioner units and reinstall on completion, as for Section 3.3.2.

6.3.2 Substrate preparation

6.3.2.1 Remove ballast and existing materials (storing ballast appropriately) to make ready application of new membrane.

6.3.2.2 Prepare the exposed substrates to be able to receive new scupper and subsequent materials including screed (if required) and membrane. Substrate repairs with repair mortar shall be performed where required. If significant defects are identified, notify the Consultant/Client.

6.3.2.3 Use other appropriate preparation methods to ensure the substrates for application are solid, clean, uncontaminated, and appropriately prepared, including at all upstands and downturns to a height of 150 mm (to be confirmed during works).

Note – where priming to existing membrane in sound condition is to be undertaken, the contractor shall ensure compatibility with the existing membrane system. This may require adhesion testing and or consultation with the material supplier to select the most appropriate primer solution.

Hold Point
Contractor to propose method and materials to remove or repair the external upstand detail at the end of the ballasted roof section.

6.3.2.4 The Contractor shall remediate any discontinuities in the slab or wall to provide a sound substrate suitable for the application of the waterproofing membrane. This may include patch repairing cavities in the slab with repair mortar as required.

6.3.2.5 External corners to be waterproofed must be bevelled to ensure a smooth transition of membrane across the corners.

6.3.2.6 Clean the surfaces, taking care not to damage the substrate, so that surfaces to be waterproofed are free of mould, paint, sealers, coatings, curing agents, loose particles and other contamination or foreign matter that may interfere with the adhesion or curing of any subsequent coatings.

6.3.2.7 Repair and or remove the external upstand detail at the end of the ballasted roof section prior to new works at the Lynch St or Burwood St façades.

Hold Point
Consultant to review substrate preparation. Consultant to discuss and review proposed primer with the contractor.

6.3.3 Waterproofing system

6.3.3.1 Perform any required plumbing works to reinstate the drains as required using the method in Section 3.3.6 or as per the relevant standards.

6.3.3.2 If required, repair/install screed using the method in Section 3.3.6.

Note that the falls in this instance shall be not less than 1:100.

6.3.3.3 The Contractor shall accommodate the existing scuppers with the membrane system.

6.3.3.4 The membrane system shall extend to the horizontal leading edge at the farthest end of the façade.

6.3.3.5 Apply primer coat and fillets in accordance with Section 3.3.6.

6.3.3.6 Install the membrane system using the method in Section 3.3.6.

6.3.3.7 Refer to manufacturer's instructions and AS 4654.2:2012 for upstand and downturn termination requirements.

6.3.3.8 Install membrane protective top coat in accordance with manufacturer's instructions.

Hold Point
Consultant to review membrane installation.

6.3.3.9 At completion of membrane installation, re-install the upstand to hold the ballast in place.

6.3.3.10 Install drainage cell.

6.3.3.11 Re-install ballast.

7 LEVEL 4 BALLASTED SHEET MEMBRANE REPAIRS

7.1 General

7.1.1.1 This section is for the remedial repair of the Level 4 common area sheet roof membrane on the above building. The repair also includes small liquid roof membrane sections at the Burwood Rd corners.

7.1.1.2 Note that extent of repairs required will not be known until the ballast has been removed. The repairs listed in this specification are based on a limited inspection only. As part of the works, access to AWC to perform a detailed leak detection survey is required.

7.2 Materials

7.2.1.1 The roof membrane is of a type of 4mm APP modified bitumen membrane mineral chip covered cap sheet.

7.2.1.2 The proposed materials required in this section are detailed in Table 8.

Table 8. Pre-approved materials for this section

Application	Status	Product
Primer	Pre-approved	Antirock Primer, a bituminous primer
Membrane base sheet (where required)	Pre-approved	Soprasun Plus 3, APP-modified bitumen sheet membrane
Membrane cap sheet	Pre-approved	Soprasun Plus 4.5 kg Mineral, APP-modified bitumen sheet membrane
Membrane terminations (pressure seals where required)	Contractor to propose	Aluminium pressure seal, extruded termination bar
Termination sealant	Pre-approved	Sopramastic, solvent based bitumen mastic
Liquid waterproofing membrane (detailing where required)	Pre-approved	Alsan Flashing Quadro, single component polyurethane liquid flashing
Membrane reinforcing fabric (detailing where required)	Pre-approved	Alsan Reinforcement
Drainage mat	Pre-approved	Sopradrain 10 high strength drainage panel
Roofing and plumbing components	Contractor to propose	As required
Paint system (if required)	Pre-approved	Dulux Weathershield (re-painting of existing rendered elements or other existing painted surfaces)

7.3 Execution

7.3.1 Air conditioner relocation and recommissioning

7.3.1.1 Temporarily remove and store air conditioner units or any other plant and reinstall on completion, as for Section 3.3.2. This shall apply to other plant or services as well as AC units.

7.3.2 Remove ballast and inspect

7.3.2.1 Allow to remove all ballast from roofs and set aside for re-use. Clean area of debris and contaminants.

Hold Point

- Provide Consultant access to perform leak detection (provide at least 3 weeks' notice).
- Consultant to perform membrane inspection (including leak detection) and confirm (mark) defects requiring repairs.
- Consultant to confirm repair methods as per Table 9.

Table 9: Required Repair Methods

Issue / check	Repair Method
Mechanical damage to top face of cap sheet	Repair as per Section 7.3.3.
Mechanical damage to full depth of base sheet and cap sheets	i. Cut out and remove any de-bonded membrane back to a sound edges. ii. Reinstate the base sheet as per Section 7.3.3. iii. Repair as per Section 7.3.3.
Loose or open membrane laps ("selvedge edge")	Allow to "open" any loose laps to a sound area of well adhered lap. Take care not to further damage the lap, use a blunt flat blade to gently prise the lap open. Repair as per Section 7.3.3.
Water under membrane ("waterbed" effect)	i. Carefully slit the membrane at an appropriate spot to allow for the smallest subsequent repair area while enabling removal of the water and subsequently re-torching the affected membrane where possible. ii. Where possible, re-torch the void left after the water is removed and dried. Ensure that the "slit" is well torched and closed by back sealing with the trowel. iii. Allow to provide a repair area of at least 100mm either side of the repair slit edge so at all times at least 100 mm of new bitumen cap sheet covers any part of the repair area. iv. Repair as per Section 7.3.3.

Issue / check	Repair Method
Air conditioner plant and conduit penetrations - defects, missing seals or leaks	Allow to temporarily remove plant as required for repairs and then recommission. Contractor to propose repair methods for approval by Consultant.
Liquid membrane sections (Burwood Rd corners)	Repair as per Section 7.3.6.
Cap flashings, pressure flashings – defects, missing seals or leaks	Contractor to propose repair methods for approval by Consultant.
External verge – defective membrane	
Penetrations and holes – defects, missing seals or leaks	
Outlets – defects	
Roof Parapet to Lightweight Cladding Flashing Junction	
Other issues – any other defects not noted above	

7.3.2.2 Repair areas shall be defined as the area extending at least 100 mm beyond all edges of the damaged areas. Multiple small repair areas should be grouped together where practical.

7.3.2.3 On completion of repairs, the re-inspection and reinstatement of stone ballast shall be performed as per Sections 7.3.7 and 7.3.8.

7.3.3 Base sheet repair

7.3.3.1 Reinstate the base sheet into the repair area as instructed by the Consultant. This may entail the use of two layers to bring the repair to the existing level of the cap sheet. This may require priming of the substrate depending on the given situation. Allow to check the level of the repair and if required install a third layer of base sheet. Ensure these sections are well torched to each other and the edge of the repair is properly “bled” and back sealed to ensure a watertight connection is made.

7.3.4 Cap sheet repair

Prepare

7.3.4.1 Scrape the repair area of loosely bound mineral chip to expose topmost layer of bitumen. Alternative processes such as heating the top face and pressing the mineral chip into the bitumen may be possible, but care must be taken and such methodology must be submitted to the Consultant for approval before commencing works.

Prime

7.3.4.2 Primer application may be omitted if sufficient “bitumen” has been brought to the top face for bonding any subsequent cap sheet repair piece.

7.3.4.3 Apply one (1) full coat of bitumen primer by brush/roller.

7.3.4.4 Allow drying for 4-24 hours or as per manufacturer instructions and depending upon prevailing weather conditions.

Apply new sheets

7.3.4.5 In all cases, the repair piece of cap sheet shall be installed with consideration to the direction of fall. Any patch shall be formed to prevent hindrance to the passage of water.

7.3.4.6 Patch repairs shall extend a minimum 100 mm beyond the defect areas and shall have rounded edges to aid in durability and water shedding.

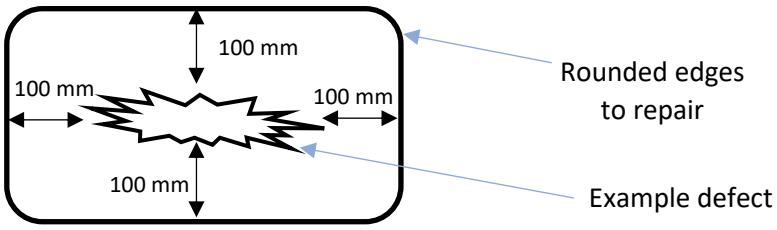


Figure 1: Sketch showing example cap sheet repair

7.3.4.7 Use of a roller and flat blade trowels are required and should be used to ensure a tight, well-adhered repair is applied. This is particularly critical where head overlaps occur with three-way membrane junctions, to prevent pin holes occurring allow to roll the heated junction to ensure a bleed” is achieved signifying a good connection.

7.3.4.8 Allow to install the cap sheet repair piece in accordance with manufacturer instructions. In particular, ensure a full weld across the repair piece is achieved.

7.3.4.9 Following application of the cap sheet, back seal all joints separately to ensure they are neatly and correctly closed. Alternatively, a continuous 5 mm bitumen “bleed” may be used to confirm a full weld is achieved. This may be carried out as one continuous step, however, ensure a full bond across the whole repair is achieved and roll/trowel as appropriate.

7.3.4.10 During the back-sealing operation and bleed operation, mineral chip shall be carefully scattered over the repair joint to provide a uniform appearance.

7.3.5 Corner above Unit 311

Hold Point
Contractor to propose method for repair to the north-east corner of roof verge upstand above apartment 311.

7.3.5.1 Allow to make good north-east corner of membrane roof verge upstand to prevent pebbles and water being washed out over the junction between roof and fascia of apartment 311 below. This may require minor building works to install a suitable upstand at this location. Ensure the finish remains watertight and integral with the existing membrane system.

7.3.5.2 Once this work is complete, the Contractor shall repair the damage to the soffit lining and fascia to apartment 311 below. This may involve replacement of deteriorated framing/elements, reinstating of renders, paint, etc.

7.3.6 Liquid membrane sections (Burwood Rd corners)

7.3.6.1 Remove defunct penetrations and the like, allow to seal and make watertight.

7.3.6.2 Allow to re-coat the existing liquid membrane system with Soprema Alsan Quadro system and ensure any overlaps onto the bitumen membrane are integral and well adhered.

7.3.7 Re-inspection

7.3.7.1 On completion of membrane repairs, arrange reinspection by the Consultant.

Hold Point
Consultant to re-inspect roof after repairs are complete.

7.3.8 Reinstate stone ballast

7.3.8.1 The Contractor shall install the drainage mat to ballasted areas.

7.3.8.2 The Contractor shall then reinstate the stone ballast to ballasted areas.

8 LEVEL 5 STEEL ROOF REPAIRS

8.1 General

8.1.1.1 This section is for the remedial repair of the steel roof at Level 5.

8.1.1.2 This section is based on the report of BSS Group Ptd Ltd (Report 214-0340-rpt.BL dated 01/12/2014) and particularly the recommendations provided at lines 10421 – 10430 of the report.

8.1.1.3 Input from an appropriately qualified person such as a civil engineer is required to confirm the required repair methods as part of the works described in this section.

8.2 Confirm scope of repairs

8.2.1.1 The Contractor shall arrange obtain input from an appropriately qualified person such as a civil engineer to:

i. Examine the steel roof for defects

ii. Review the works described in Section 8.3

iii. Confirm / propose remedial works to ensure the steel roof and gutters are compliant with the NCC and applicable standards and the roof is made watertight.

Hold Point
Contractor to confirm/propose remedial methods for Consultant approval

8.3 Materials and Execution

8.3.1.1 The particular materials and scope of works are to be confirmed at the previous step.

8.3.1.2 The repairs are expected to include:

i. Remove box gutters to west and east. Reinstall box gutters with minimum 1:200 fall and expansion joints as required under AS 3500.3:2021.

ii. Trim exposed excess insulation.

iii. Remove 3 Dektites at roof anchor point and replace with fabricated apron flashing.

iv. Remove 1 Dektite at roof anchor point and replace with fabricated back flashing to stair shaft.

v. Remove 1 Dektite at roof vent and replace with fabricated back flashing to stair shaft.

vi. Replace rusted roof sheet at roof anchor, one from northwest. Reinstall anchor and flashing as above.

vii. Rectify leak at skylight.

Hold Point
Consultant to review completed works

9 GENERAL FAÇADE WORKS

9.1 General

9.1.1.1 This section includes general works to the external facades of the building including weatherproofing and render/coating repairs.

9.1.1.2 These works require the Contractor to arrange height access.

9.1.1.3 Where noted, the Contractor is required to propose products for approval by the Consultant prior to performing works.

9.2 Downpipes and cold joints

9.2.1 Application Area

9.2.1.1 This work is required for the area associated with all balcony downpipes on both the Burwood Rd and Lynch St facades.

9.2.2 Execution

9.2.2.1 Remove Colorbond cover over all downpipes to both Lynch Street and Burwood Road elevations.

9.2.2.2 Temporarily remove downpipes, balcony drainage outlets and the like as required to enable access to the junction between the wall behind the downpipes and the balcony slab edges. The Contractor shall put in place temporary plumbing if required.

9.2.2.3 Review the condition of the substrates and determine if significant repairs are required beyond standard surface preparation.

Hold Point

- Advise Consultant if there are any significant repairs required. Consultant to agree on repair methods or whether a civil engineers input may be required.
- Consultant to confirm areas requiring sealant application.
- Contractor to submit proposed products and methods to Consultant for approval.

9.2.2.4 Repair any defects in line requirements of AS 3500.3 Stormwater drainage and Consultant's instructions.

9.2.2.5 Prepare the substrates for sealant and waterproofing system application in accordance with the relevant manufacturer requirements.

9.2.2.6 Install sealant fillets to joints or areas prone to movement:

i. Sealant depth to width ratios shall be followed in accordance with manufacturer's requirements for joints of varying sizes. The minimum joint configuration shall not be less than 6 mm x 6 mm.

ii. The sealant shall be backed by a backing rod or bond breaker tape and shall only be adhered to two surfaces to allow sufficient free movement.

9.2.2.7 Coat and detail the prepared surfaces including potential leakage vulnerabilities with the specified waterproofing system with the aim to prevent water ingress into the building.

Hold Point
Submit photographs showing completed works to Consultant for approval

9.2.2.8 Replace downpipes, balcony drainage outlets and the like as required.

9.2.2.9 Reattach all plumbing and downpipes and test prior to replacing Colorbond downpipe cover.

9.3 Lightweight Cladding Temporary Weatherproofing

9.3.1 Application area

9.3.1.1 These works shall apply to the external façade walls where weatherproofing defects are present in the lightweight cladding. These works are considered temporary only, with the purpose of providing short-term relief to affected apartments while a new cladding solution is developed.

9.3.2 Execution

9.3.2.1 Check all lightweight cladding surfaces for possible leak points, including but not limited to:

i. Lightweight cladding panel to panel junctions

ii. Lightweight cladding panel to precast concrete panel junctions

iii. Lightweight cladding to window / door joinery junctions

iv. Penetrations

v. Cracks

Hold Point
Contractor to submit proposed products and methods to Consultant for approval.

9.3.2.2 General repairs are expected to involve removal of defective products (if identified), surface preparation and sealant application with appropriate sized fillets, including bond breaker / backing rod to achieve a suitable joint.

9.4 Façade Pre-cast and Blockwork Weatherproofing

9.4.1 Application Area

9.4.1.1 These works shall apply to the external façade walls, applicable to the precast wall areas and Level 4 concrete blockwork walls (both internal and external sides and walls forming planter boxes).

9.4.2 Execution

9.4.2.1 Check all precast panel surfaces and seals for possible leak points (including areas which are unsealed or have defective sealants). This shall include but not be limited to:

i. Sealants to balcony tile to wall junctions

ii. Features a such as external exhaust grilles

iii. Joints between precast panels

iv. Penetrations

v. Junctions with other building elements

9.4.2.2 Check all blockwork surfaces for cracks, gaps or other defects.

Hold Point
• Contractor to submit details of defects needing repair. • Contractor to submit proposed products and methods to Consultant for approval.

9.4.2.3 Identify and repair any weatherproofing defects such as defective seals, missing seals, degraded seals.

9.4.2.4 General repairs are expected to involve removal of defective products, surface preparation and sealant application with appropriate sized fillets, including bond breaker / backing rod to achieve a suitable joint.

9.4.2.5 Cracks repairs are expected to involve filling cracks and coating with high build waterproof coating system.

9.5 Optional Pricing Only: Plaster and Texture Repair and Re-Painting

9.5.1 Application Area

9.5.1.1 These works shall be included in the pricing schedule as optional only.

9.5.1.2 These works shall apply to the entire external rendered and painted surfaces (i.e. the works involve a full re-paint), including the planter boxes.

9.5.1.3 Render/plaster repairs shall be carried out where required.

9.5.1.4 For the Lynch St elevation, re-painting shall be performed after the works in Section 10.2 are completed.

9.5.1.5 Application of coating shall include the rendered areas (where required over repairs), any exposed membrane upturns, downturns with the render and paint finishes where required.

9.5.2 Materials

Table 10. Pre-approved materials

Application	Approved for Use	Application
Render bonding agent	Dulux AcraTex Acrabond	As required
Render	Dulux AcraTex Renderwall P400	As required
Primer (1st coat)	Dulux AcraTex Acraprime Water Based	WFT 65 µm DFT 20 µm Spread rate 10m^2/L
Top Coat (2nd coat)	Dulux AcraTex AcraSkin Low Gloss (Acratex 968)	WFT 244 µm DFT 125 µm Spread rate 4m^2/L
Top Coat (3rd coat)	Dulux AcraTex AcraSkin Low Gloss (Acratex 968), colour to be advised by Client	WFT 244 µm DFT 125 µm Spread rate 4m^2/L
Minimum System Thickness (Note, additional coats may be required to achieve a blemish-free finish)		DFT 270 µm

9.5.3 Render Repairs

9.5.3.1 Pressure wash all surfaces to remove dust, dirt and other surface contaminants.

9.5.3.2 Inspect and identify defective or drummy render and remove where required.

9.5.3.3 Apply new render and repair surface defects as required:

i. Mix and apply the render in accordance with manufacturer instructions.

ii. Apply tie coat / splash coat first by mixing Renderwall P400 with 3 parts water to 2 parts AcraBond. This coat shall be allowed to dry before applying the additional build coats.

iii. Apply build coats as required, mixing and applying in accordance with manufacturer instructions. Each coat of render shall be allowed to dry between coats to avoid shrink-back. Build render up to match existing.

iv. Repairs shall be applied with surface texture to match the existing. Where this is required, a text area shall be performed to confirm surface texture and compatibility (Contractor to obtain approval by Consultant prior to completing all other repairs). Texture is to be taken to the nearest architectural break to avoid obvious repair patches.

9.5.4 Surface Preparation

9.5.4.1 Ensure the render is sufficiently dried (i.e. after 48 hours) prior to applying coatings.

9.5.4.2 Clean the repaired area surface to ensure it is dry and free from contaminants such as oil, grease, laitance and curing compounds.

9.5.4.3 Where applying over an existing coating (which is sound), a trial patch is to be conducted to ensure compatibility and adequate bonding of substrate and underlying coating.

9.5.4.4 The surface is to be uniformly dry immediately prior to the application of the primer. The use of artificial drying methods is subject to prior approval by the Consultant.

9.5.4.5 Care shall be taken to ensure that the method of preparation does not cause weakness of the interface.

9.5.4.6 All surfaces that are to be coated shall be dry and dust free prior to the application of the first coat.

9.5.4.7 The first coat shall be applied as soon as possible after cleaning in any case before any deterioration or contamination of the substrate occurs.

9.5.4.8 If ambient conditions indicate that the humidity and/or temperature are likely to fall outside the specified parameters, no coating shall be conducted.

9.5.4.9 The Contractor is to match the paint colour to the existing. Provide a sample colour and texture to the Consultant for approval prior to coating works commencement.

Hold Point

- Consultant to examine surface preparation
- Principal to approve sample colour and texture

9.5.5 Coating Application

9.5.5.1 Mix and apply the coating system in accordance with manufacturer instructions.

9.5.5.2 The following shall apply for the coating application:

i. The number of coats shall be sufficient to achieve a high build coating consistent appearance with the existing painted surface and the minimum WFT/DFT noted in this specification.

ii. Colours and textures shall match the existing.

iii. Coating repairs shall be taken to the nearest architectural break to avoid a patched appearance.

iv. Coats may be applied by brush, roller or spray. The coats shall be applied as soon as the specified minimum recoat time has passed. Ensure there are no gaps, 'raw edges' and that the coating is unbroken.

v. Rollers and brushes are to be used once only and then discarded. Brushes and rollers are not to be cleaned with solvent and then re-used.

vi. Spray equipment shall be cleaned with appropriate products. All tools and equipment shall be thoroughly cleaned and free of solvent prior to re-use.

vii. The Wet Film thickness (WFT) of each coat shall be regularly measured by the contractor to ensure that adequate coverage is achieved.

viii. Cure the products in accordance with manufacturer requirements.

Hold Point

Consultant/Client to review works prior to removing access system

9.6 Timber Staining

9.6.1 Application Area

9.6.1.1 At the Client's option, timber staining shall be performed to the external timber architectural elements at the Lynch St and Burwood Rd facades, including the timber shade structures, timber fences at apartments, and other stained timber elements within the building footprint.

9.6.2 Materials

9.6.2.1 The primary materials required in this section are detailed in Table 11.

Table 11. Pre-approved materials for this section

Application	Status	Product
Timber cleaner	Pre-approved	Sikkens Cetol BL cleaner
Oil-based, penetrating timber stain	Pre-approved	Sikkens Cetol HLSE (colour to match existing)
Oil-based, timber finishing coats	Pre-approved	Sikkens Cetol Filter 7 Plus (colour to match existing)

9.6.3 Execution

9.6.3.1 Contractor to allow for minor timber repairs, if required. The contractor shall nominate an appropriate method of repair.

9.6.3.2 Clean timber with Sikkens Cetol BL cleaner or by appropriate means and allow to dry.

9.6.3.3 Sand the timber and clean old stain from the existing timber.

9.6.3.4 Perform a sample coat for Consultant approval before proceeding

Hold Point
Consultant to approve sample timber staining application

9.6.3.5 Apply the stain coatings as per the manufacturer instructions, using one (1) coat of Sikkens Cetol HLSE followed by two (2) coats of Sikkens Cetol Filter 7 Plus.

10 BASEMENT AND LOWER GROUND WORKS

10.1 General

10.1.1.1 This section includes repairs to a corroded steel element at the Lynch St elevation at Level 1 which has resulted in delaminated plaster.

10.1.1.2 This section also includes a number of optional items requiring repairs in the basement. If the Client opts to proceed with these repairs, detailed repair methodologies will need to be developed and agreed to.

10.2 Corroded steel at Lynch St elevation

10.2.1.1 This item relates to the Lynch St elevation where there is a corroded steel element at Level 1 projecting from the planter box above. The corrosion has resulted in delamination of the plaster.

10.2.1.2 When access is provided, Contractor shall inspect the area and obtain input from a structural engineer.

Hold Point
Contractor to submit proposed remediation based on structural engineer advice

10.2.1.3 Once approved, perform repairs as per the structural engineer's advice. This is expected to include as a minimum break out of plaster/concrete around the corroded steel (contractor to allow for removal of up to 50mm depth), cleaning and treatment of the corroded steel with a protective coating, and reapplication of the concrete/plaster.

10.2.1.4 The repairs may require preventative measures such as the installation of galvanic anodes along the steel element, or providing better atmospheric protection to the steel by greater concrete cover or a specialist render.

10.2.1.5 The repair shall be rendered/plastered and recoated to provide a smooth and consistent finish with the surrounding building fabric.

10.3 Optional Basement Works

10.3.1.1 Each of the following are optional items to be performed if requested by the Client.

10.3.1.2 These items have not yet been specified in detail. The works described below provide a general overview of the expected repair method only.

10.3.1.3 If the Client opts to proceed with these items, the Contractor shall submit a proposed remediation approach for discussion and approval by the Client/Consultant.

Hold Point
Client to confirm required works and approve methods and materials proposed by the Contractor.

10.3.2 Exposed steel in basement retaining walls and piers

10.3.2.1 Perform a visual and delamination survey of the basement retaining walls and piers.

10.3.2.2 Remove defective concrete and clean exposed reinforcement steel.

10.3.2.3 Redundant steel items may be removed and treated.

10.3.2.4 Repair and treat exposed steel with suitable protective coating.

10.3.2.5 Perform concrete repairs and provide minimum 20 mm concrete cover to exposed steel.

10.3.3 Basement entry ramp and retaining wall kerb junction

10.3.3.1 Create (cut) a joint along the internal corner between the kerbs and walls.

10.3.3.2 Prepare the joint and install a suitably sized backing rod and modified polyurethane sealant.

10.3.3.3 Remove defective patch repaired concrete in these locations and replace with new repair mortar, ensuring the new mortar is well adhered and finished uniformly.

10.3.4 Basement slab cracks and gaps

10.3.4.1 Perform a visual survey of all the basement slabs and identify cracks and gaps.

10.3.4.2 Perform polyurethane crack injection at all water ingress cracks greater than 1 mm.

10.3.4.3 Perform concrete repairs to spalled edges of floor joints with a suitable rapid curing product.

10.3.4.4 Repair joints/gaps by installing new flexible joint sealants with suitable backing rods.

AUSTRALIAN CONSULTANTS

Document History

Rev.	Date	Author	Checked	Approved
0	17/04/23	S. Favilla	K. Wootton	G. Farah

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FORM 17
Regulation 200
Building Act 1993
BUILDING REGULATIONS 2018

Certificate Of Final Inspection

For Building Permit number: 3766779266798
Job No. 23/04390

Property Details

Number: **151** Street/Road: **Burwood Road** Suburb: **HAWTHORN** Postcode: **3122**
Lot/s : **N/A** LP/PS : **PS512432Q** Volume : **10843** Folio : **643**
Municipal District : **Boroondara City Council**

Building permit details

Building permit number: **3766779266798**
Version of BCA applicable to permit: **NCC 2022 Volume 1**

Description of building work

Part of Building	Permitted use	BCA Class of building
External works/maintenance approved under Building Permit 3766779266798	Residential (apartment) building	Class 2

Maintenance determination

A maintenance determination is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

Directions to fix building work

If issued, all directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

Relevant Building Surveyor

Name : **Watershed Building Consultants Pty Ltd**
Address: **Waterman Business Centre, Suite 43, Level 2 66 Victor Crescent, Narre Warren VIC 3805**
Email: **melbourne@watershedbc.com.au**
Building practitioner registration no.: **CBS-U 65767**
Municipal district/council name: **Boroondara City Council**
Certificate no.: **3766779266798** **Date of issue: 5th December, 2025**

Signature:



November 2023

Dear Lot Owner

We are writing to provide an update about the Remediation Works Project to address waterproofing issues at 151-155 Burwood Road Hawthorn.

The Owners Corporation Committee, as a group of lot owner volunteers, has been working hard to try to progress the works to completion. The committee has met no less than nine times this year and spent many hours dedicating their own time on the project.

Apologies for a delay in communications to advise on update of the project, we have been awaiting the Remediation Project details. As more project details and timeframes are confirmed, and the project progresses will endeavour to provide more regular updates.

We welcome further members to join the Owners Corporation Committee or to help out with the work at any time. Please contact Andrea Hunter, our Owners Corporation Manager from Turnbull Cook on 03 8697 0600 or andrea.hunter@turnbullcook.com.au if you are interested in becoming involved.

An update of the Project Progress is attached as reported to the April 2023 Annual General Meeting and further updated as at November 2023. Please see Remediation Works progress document attached.

Each Lot owner has an obligation with respect to the common property works which are required as part of the major rectification works to address waterproofing issues. There is a settlement amount from the Civil and Administrative Tribunal (VCAT) currently of $545,166.31 that will contribute to some common property works, and also to individual lot owner works for those who had agreed to be part of the class action at the VCAT hearing.

Each Lot owner will receive further communications in the coming months regarding the required levy for the common property components, individual lot owner works (balcony) and confirming final scope of works with pricing. It will be essential to collect levies in a timely manner as evidence of financials is required for the works to commence.

Lot owners not included in the scope of works, but who are known from previous investigations to have waterproofing issues will be required to provide evidence of this being rectified or plans for rectification. This is vital with respect to our Insurance renewal so your timely response is critical.

The Owners Corporation have been working with Australian Waterproofing Consultants (AWC) and are pleased to advise we are in the process of appointing Abode Restoration, Level 1, Suite 2/85 Curzon St. North Melbourne Vic 3051 having issued a letter of intent to engage. The major rectification works are scheduled to commence in March 2024, with Phase 1 investigations and planning scheduled to commence before the end of 2023 .

In addition a cladding specialist has been engaged to provide the best solution to replacing the cladding on the upper section of the building which is deteriorating and is part of addressing the waterproofing issues. The replacement of the cladding is **not** due to non-compliant combustible cladding. This has been confirmed and this information has been provided to the insurance company. This is a requirement for future building insurance cover.

Abode are commencing Phase 1 of the project in November 2023 to finalise a number of matters for the project works including preliminary investigations from a civil engineer to confirm:

- The power shutdown plan
- Review of Air Conditioning Units for installation compliances
- Finalise quantities for render, painting and façade elements.
- Creation of a construction management plan
- Clarify and confirm all of the access requirements and costs.

The final tender documents are planned to be finalised by the end of 2023. Further correspondence will be sent at this time to provide lot owners an update on the progress of the project including timelines, as well as levies required.

Should you have further questions or require further information or clarification please do not hesitate to contact Turnbull Cook.

Kind Regards

OC Committee

151-155 Burwood Road Hawthorn

Remediation Works Project Committee Report and Progress Notes

Chronological Order

VCAT action brought by developer/Lot 401:

- As per the settlement terms, an independent company, Chadoak Pty Ltd, were engaged to confirm the waterproofing defects were rectified for lot 401 (approx. cost $2,412 including GST) and this was performed on June 11th, 2021. The report provided confirmed that the balcony is now waterproof.
- It is worth noting that SMA Building Pty Ltd sold lot 401 last year (2021) and is no longer the owner, however, Tisher Liner FC law advised us they are still liable for the settlement terms, which we (the OC) pursued them for. As such, in September 2021 SMA Building Pty Ltd fulfilled the settlement terms and paid the $2,412 for the waterproof testing of the balcony. This matter is now closed.

From 2021 AGM Report (July) and next steps:

- The OC had intended to obtain final quotes for the Common Property repairs and for the Private Lot works that owners have consented to include in the project in the final quarter of 2020. However, it has taken longer than anticipated to finalise the scope for numerous reasons. These include COVID-19 restrictions and the fact that the initial inspections were performed in 2017/18, and new problems have arisen from the previously identified defects.
- The committee decided, in order to ensure works are all encompassing and completed successfully, to engage a waterproofing expert to reassess and finalise the scope of the works, liaise with builders to send works for tender and to project manage the construction phase of the project.
- To fulfil this role, the OC selected Karl Wooton from Australian Waterproofing Consultants (AWC) and sought a quote for the following 3 stages: 1. Inspecting and finalising the scope; 2. Sending out the work for tender; 3. Project management of the repair works with the selected builder. We have met with Karl to discuss the details of this and are awaiting his quote for the above. Once we receive the quote, the OC will be issuing a special levy to cover stages 1 and 2. Please note, settlement funds cannot be used towards this aspect of the project, they can only be used in the constructions phase, stage 3 of the project management.
- It is noted that the final scope that will be tendered upon will only include the Common Property repair works and the Private Lot works of lot owners who have consented to include their works in the project. It is also noted that where a lot owner is entitled to a contribution from the $500k settlement funds towards the cost of repairs to their private lot, this contribution will only be made if the private lot works are consented to as part of the project. If a lot owner did not consent to include their private lot repairs in the project and subsequently finds that they are required to repair their private lot, no contribution from the settlement fund will be available. Further details of the allocation of the settlement funds can be found in the June FAQ document that provided to all owners (contact Jake Tudor if you would like to see this).
- It is currently hoped that final quotes will be received in November 2021, with a special resolution then circulated to all members of the Owner's Corporation to vote on the project proceeding and the required special levies to be raised. Based on this, the revised target timing for the project is as follows:
    - Issue and collect special levy for the Project – Start September 2021
    - Finalisation of Project scope – End September 2021
    - Issue of Final Request for Tender – Early October 2021
    - Final pricing back from preferred tenderer(s) for the Project – Mid November 2021

- Final cost allocation completed between cost of common property and private lot repairs – December 2021
- Communication with lot owners of final costs (for both private lot and common property works) and voting on special resolutions to raise special levies and proceed with the Project – January 2021 / February 2022
- Lot owner payments required for private lot works (paid by private lot owners who consented to include their works in the project) and common property works (raised as a Special Levy) included in Project – Q1 2022
- Commencement of works – Q2 2022 (subject to receipt of funds from Special Levy)

2022 AGM Report and next steps:

- The timeline proposed at the last AGM has varied and is as follows:

Item	***Action***	***Status Update***	***Status***	***Responsible***
1	*Issue special levy to engage AWC*	*Issued 09/21, due/collected 10/21*	*Completed*	*OC & VBCS*
2	*AWC Stage 1 Inspections*	*Inspections done 12/21*	*Completed*	*AWC*
3	*AWC Stage 1 Finalise Scope*	*Due 2/23, overdue*	*March 2023*	*AWC*
4	*AWC Stage 2 Tender Requests*	*Yet to commence, anticipated 03/23*	*April 2023*	*AWC*
5	*AWC Stage 2 Final Pricing*	*Yet to commence, anticipated 04/23*	*May 2023*	*AWC*
6	*Final Cost allocation*	*Yet to commence, anticipated 05/23*	*May-June 2023*	*Surveyor*
7	*Communication Final to Owners & Special Resolution*	*Yet to commence, anticipated 05/23 – 06/23*	*May-June 2023*	*OC & VBCS*
8	*Lot Owner Payments – Special Levy Collection (private & common) works)*	*Yet to commence, anticipated 06/23*	*June onwards 2023*	*OC & VBCS*
9	*Commencement of works*	*Builder availability dependent (Q3 2023)*	*July +*	*TBA*

On the 23rd of December, 2021 the OC committee requested an update from AWC, as to if the inspections were completed and what they found, this was their reply:

I am somewhat concerned about the level of cracking seen at the external light weight cladding elements at level 4 in particular. We will have to have a close look at what we are going to do here. The remedial works required may be more extensive than when this was originally scoped. It should also be noted that the material supplier (James Hardie) have removed this product from the market in 2021. We will need to assess whether the cladding and jointing materials are still available or whether another supplier could be found.

There are several aspects to this that we should consider

Repair or replacement.

Repair should still be able to be carried out however there will need to be quite extensive repairs due to the amount of movement I can see that has occurred over time. I would be concerned that the cladding will crack again over time so we will need to discuss this further with you and the committee I think.

Replacement perhaps should be considered given the degree of cracking seen during our recent visit – However this is a major undertaking.

With replacement we would look at using a similar light weight material but it will entail a lot more design work and will trigger the need for a permit Given the extent of cracking if we were to go down the repair option I think this will also trigger a need for a permit as well, however we look to get advice on this in the new year.

We will be starting on the scope in January and will update you asap.

- AWC were contact via email on 27 Jan and 10 Feb (they were shutdown till the 17 Jan) for an update in regard to finalising the scope, they have yet to respond. It is a priority for the OC to progress this and all efforts are being made to keep this moving and we see 2022 as the year the works should commence.
- The OC committee will update owners on the final scope as soon as it is received by AWC. If you would like the OC committee to submit questions to AWC for a response, please email these to Jake Tudor via the 'Contact' page on the Owners Corporation website (https://www.151burwoodroadhawthorn.com/contact).

Progress update February 2023

It should be noted that Dimitra Zotos has stepped away from the coordination role due to personal reasons. The OC Committee acknowledges, and appreciates the significant amount of work and effort Dimmy has contributed to this project. Despite many frustrations and delays she remained focused and committed. There are many others who have also contributed over the years and the current Committee also acknowledges and thanks them.

Dimmy handed over to Brendan Coulton with support from David Bratby to continue coordinating and progressing remediation works.

Updates as at March 10th, 2023

Cladding Inspection

The OC Committee agreed to seek review and advice on how to treat the Cladding as part of the remediation works project and sought AWC to provide a scope of works and engage Insite Engineering Pty Ltd.

The inspection was delayed for a number of reasons including:

- Safety issues regarding the anchor points installation and not meeting current standards. This scope of works was determined and a new anchor points system installed on 23RD November 2023
- Safety issues with handrail and access point to roof via manhole on level 3. This work was assess and scoped with handrails and safety issues addressed to current standards.

Cladding Inspection Conducted on Wed 8th February. Thanks to owners for providing access at ground level for consultants to re-enter building following abseiling.

Scope of Investigation:
Insite Engineering conducted site-based investigatory works on the eastern and western elevations of the building, via industrial rope access techniques and on foot at an accessible Level 4 balcony at the southern end of the building.

Investigation included a visual and tactile inspection, detection of concealed envelope wall framing via a stud-finder, verification of wall build-up details via small diameter penetrations made through the CFC cladding in strategic locations, use of a borescope and probing of joints to verify details around window penetrations.

- Observations by Insite
    - The cladding is compressed fibre cement (CFC) with an acrylic render applied over the joints between adjacent cladding panels.
    - Cracking to the cladding was observed around fixings, windows, and panel joints.
    - The acrylic render over panel joints has failed in some locations, and there is evidence of attempts to seal these exposed joints.
    - The cladding is suffering from noticeable deflections due to its lack of rigidity and the differential stresses between different materials.
- As-Built Arrangement
    - The CFC cladding has not been installed in accordance with the design.
    - The cladding is noticeably 'mobile' (exhibits lateral deflection under relatively light hand pressure) and this suggests that it is not sufficiently rigid. As a result, the envelope wall does not behave as a homogenous element, which has likely caused the cracking around the fixings in the least ductile material in the walls (the CFC cladding).
    - The cladding is directly fixed to the stud wall frames, with no secondary structure to pack out the alignment of the external face and ensure a plumb and true finished alignment.
    - The cladding is thinner than stated in the design (8mm instead of 13mm).
    - There is a range of other defects noted, such as improper treatment of window penetrations.
- Conclusion
    - Attempting to repair the cladding by applying a new render surface is unlikely to achieve a 25-year service life. If the current CFC cladding is used as a substrate for a new rendered surface, the observed condition and deterioration is likely to become apparent again.

Given these findings, AWC believes we have two options:

1. *Completely remove the CFC cladding and reinstate with a new wall system design (most expensive and effective option). This would require further time and design work to develop the replacement methodology. However it would help the OC to achieve a more effective and complete weatherproofing and waterproofing system for the building.*
2. *Carry out localised repair to cladding issues as they arise. It must be noted that AWC cannot guarantee a long-term solution and in some areas, failures may recur or repairs may not be durable due to practical limitations. However this could be the most sensible option considering the significant cost of the alternative. If this option is selected, the design could be finalised in a shorter timeframe and the work could then be put to tender.*

Decision Required

AWC agreed to meet with the OC to discuss the above options and support discussions to make a decision on the way forward. Key considerations included:

- Potential time frames and delay to current remediation project. (Includes engineer design to include in scope of works)
- Cost of replacing cladding
- Identification of issue of incorrect installation and product used
- Render existing cladding and local repair – longevity and durability – limited guarantee

The OC Committee met on March 9th 2023 with the following decisions relating the Remediation Works:

1. Proceed with current Rectification works as scoped and detailed by AWC to address waterproofing issues. This will be with a modified approach to the cladding which will be a temporary and modified approach to make good waterproofing, noting this will not be a permanent fix but provide time to consider the Cladding options and not delay the rectification works any further. It was noted that the temporary cladding solution is time limited and may require ongoing local fixes for any future leaks.

2. AWC will modify the scope of works and provide a final scope of works for OC Committee approval. Upon approval finalise tender document and seek tender submissions.
3. Engage a specialist consultant to review cladding and provide a preliminary guidance on best solution for replacement of the cladding.

Progress Updates November 2023

Waterproofing Rectification Works

Tender Process was commenced following final scope of works being completed in July/Aug 2023. Delays in responses from those invited to tender were experienced. Tenderers requested time extension for submission due to large amount of information required in tender documents.

Extension granted for 3-4 weeks. Despite this and AWC working closely with 3 agencies who undertook on site inspections on 8th August, the OC only received one tender. The tender was assessed at meeting with OC Committee and AWC. The pricing was considered reasonable and decision made not to go back to market for comparison purposes as this would further delay the project.

The total costings were provided at $880,000 with cautions that a number of unknown factors required clarification before a final tender and contract could be completed. This cost does not include Scaffolding (approximately $78,000), many unknowns that would be investigated in a Preliminary Stage (detailed below) nor a contingency. The price does include common property and private lot works.

Abode has recommended a Preliminary Stage commence asap to complete the investigations of the project which involves:

- Preliminary investigations from a civil engineer, including review of Air Conditioning installations and compliances for those air conditioning units that need to be removed and reinstated as part of the scope of works.
- On-site meetings with Citipower and putting together a power shutdown plan
- Finalise quantities for render repair and painting in planter boxes and façade elements
    - Council enquiries and the creation of a construction management plan
    - Clarify and confirm all of the access requirements and costs

Abode indicated they require a letter of intent from the OC to proceed with the above investigation. Abode have proposed to perform this work under a simple works contract, separate to the main contract. They have indicated they are aiming to complete the above before Christmas in preparation for the remaining scope. Letter of Intent provided by OC Committee in October 2023.

Abode Notes:

AC Units

Abode have advised that they cannot decommission and recommission the AC units without a condition assessment to ensure that faulty, expired, or otherwise non-compliant ACs are not reinstated. Abode will arrange this inspection at the project start-up and will advise of any possible cost implications. Abode anticipates that a single car space will likely not be enough, however the required storage will be better understood following the assessment. The required time to store is unknown at this time however we will discuss with Abode to ensure minimal disruption to cooling/heating services. This will possibly be achieved by staging removal and balcony works to limit out of service time. Depending on project requirements, the OC may need to consider temporary measures for those affected.

Scaffolding

Scaffolding cannot be installed at the east elevation, and apartments here will need to grant access for their works. From the plans these apartments are 105, 205, 404, and 405.

In addition, apartments at the ground level are to be aware that access through at least some of the apartments will be required initially to construct the scaffolding.

Car Spaces

The three car spaces for parking and materials storage should be adequate, thank you.

Additional Costs and Fixed Fees

Abode has indicated that they can provide a fixed fee for the majority (90%) of works that are well understood however it is difficult to estimate the project unknowns.

Abode has recommended that they complete a phase one of the project where all the current unknowns are investigated (AC condition assessment, civil engineers, nominal quantities, etc…) so that the scope can be tightened. Following this, AWC will re-issue a finalised pricing schedule with all of the clarifications refined. AWC will pass on Abode's offer to the OC as soon as received.

Start Date and Duration
Abode has provided an estimated start of March 2024, with an approximate duration of 4 months. Whilst this is later than expected and hoped, this is the earliest they can commence. This will hopefully provide sufficient time to raise the necessary funds for the Project in the interim.

The OC discussed and responded to clarification questions:

- The OC could provide onsite Storage for A/C units and glazed balustrades. Options include within one of the car spaces in a hired lockable storage unit. Within empty cages of lot owners (would need confirmation of this option). The OC seeks clarification of the length of time the A/C units and glazing will need to be stored?

- The OC agrees for the installation of scaffolding for the works, reducing impact of access through apartments. The OC acknowledges the quoted cost of $77,500 for scaffolding for the entire works program, noting we seek options for reducing this cost if scaffolding is required for less time. It is also noted that access via some apartments may still be required and notice to lot owners in advance would be required for this to be arranged suitably.

- The OC committee members have personally offered up to 3 car spaces in LG/Basement for car parking and storage of materials and equipment for the works program. It was later discussed if rental of an apartment that was vacant might be possible for the period of time of the works (4 months).

- The OC notes and acknowledges the requirement to establish a sensible 20-30% contingency.

- The OC are also keen to understand if Abode would consider a fixed price for the works program to reduce any risk of additional costs blow out during the project. Abode could provide a fixed price for 90% of the project.

Timeline of actions:

Item	***Action***	***Status Update***	***Status***	***Responsibl***
1	*Issue special levy to engage AWC*	*Issued 09/21, due/collected 10/21*	*Completed*	*OC & VBCS*
2	*AWC Stage 1 Inspections*	*Inspections done 12/21*	*Completed*	*AWC*
3	*AWC Stage 1 Finalise Scope*	*Due 2/23, was overdue*	*Completed*	*AWC*
4	*AWC Stage 2 Tender Requests*	*Tender documents prepared, EOI sent by invitation to selected businesses*	*Completed July/Aug 23*	*AWC*
5	*Site Visit Tenderers*	*Site visit as part of tendering process from prospective tenderers 8th August 2023*	*Completed*	*AWC- OC onsite*
6	*Tenders received, evaluated and selection*	*Tenders delayed due to submission extension request from tenderers. Lack of submissions. Sept 23.*	*Completed October 2023*	*AWC OC*

7	*AWC Stage 2 Final Pricing*	*Draft costings provided for common property and private lots owner works provided. Some final unknowns to be investigated with final tender price, anticipated 12/23*	*Dec 2023*	*AWC* *Abode*
8	*Letter if Intent*	Letter of intent completed to engage Abode Restorations.	*October 2023* *Completed*	OC
9	*Communication to* *Status of Lot inclusion letter* *Indicative cost and progress updates*	AGM Minutes Sent by Turnbullcook Project Progress update	*March 2023* *Late July 2023* *Nov 2023*	*OC & Turnbullcook*
8	*Lot Owner Payments – Special Levy Collection (private & common)* *works)*	*Yet to commence, anticipated late 12/23*	*Dec 2023 onwards*	*OC & Turnbullcook*
9	*Phase 1 of Project Works*	*Complete onsite inspections and investigations to finalise pricing*	*Nov 2023*	*Abode*
10	*Cladding Specialist engaged*	*Quote received from GOProjects- Vytas for Cladding works*	*Nov 2023* *Complete*	*OC-AWC*
11	*Cladding Specialist Scope of Works and Phasing commences*	*Sign Contract commence phases of work to align to March 2024 remediation works*	*Nov 2023* *In Progress*	*OC*
12	*Commencement of works*	*Builder availability dependent (Q3 2023)*	*March 2024*	*Abode*

Cladding Replacement

An OC Committee member met with AWC and Vytas from GoProject Management on site Friday 10th November to inspect cladding, proposal and next steps were discussed with regard to options for replacement of cladding which is deteriorating and considered essential in ensuring all waterproofing issues are addressed concurrently.

It was noted that the cladding had been installed incorrectly with inappropriate products.

Proposal provided with costings to coordinate project, engage consultants and contractors for work, including quote, timelines etc. Speciality area, has contacts for this work, can do in timely manner. Please see below phases for this work.

It is anticipated the Cladding replacement works will be coordinated in line with the rectification works as planned for March 2024.



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10 YEAR SINKING FUND AND MAINTENANCE FUND PLAN

AUGUST 2019



151-155 BURWOOD ROAD, HAWTHORN :: PS512432Q



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10 Year Maintenance Fund Forecast – Costs Estimates (includes GST)

Maintenance Fund Forecast for:	151-155 Burwood Road, Hawthorn			Date commencing:		31 August 2019			Strata Plan:		PS512432Q	
									Today's date:		13 August 2019	

Serial	Item	Current Cost Estimate	Approx year required	Escalated amount	End of Year 1 Aug-20	End of Year 2 Aug-21	End of Year 3 Aug-22	End of Year 4 Aug-23	End of Year 5 Aug-24	End of Year 6 Aug-25	End of Year 7 Aug-26	End of Year 8 Aug-27	End of Year 9 Aug-28	End of Year 10 Aug-29
1	**Structure**													
2	Roof	$27,500	6	$43,639						$43,639				
3	Long term capital items	$28,500	10	$61,529										$61,529
4	**Appendages**													
5	s37 (2) (a) Lifts	$50,000	8	$92,547								$92,547		
6	Ventilation	$12,000	7	$20,566							$20,566			
7	Windows	$25,000	9	$49,975									$49,975	
8	Security garage doors	$10,500	4	$12,763				$12,763						
9	Entry doors - safety glass	$1,800	5	$2,297					$2,297					
10	Common prop. lighting	$4,800	3	$5,557			$5,557							
11	Common prop. signage	$2,200	4	$2,674				$2,674						
12	Fire safety	$10,000	5	$12,763					$12,763					
13	Floor tiles	$8,000	2	$8,820		$8,820								
14	Common prop. doors	$6,800	6	$10,791						$10,791				
15	Internal painting	$50,000	7	$85,691							$85,691			
16	Carpet	$18,000	5	$22,973					$22,973					
17	Security system													
18	Internal balustrade													
19	**Outside**													
20	External façade	$95,000	3	$109,974			$109,974							
21	Landscaping													
22	Fences													
23	Retaining walls													
24	Sealing concrete areas (1)													
25	External balustrade													
26	Trip hazards	$500	1	$525	$525									
27	Clothes lines													
28	Driveway	$15,000	8	$27,764								$27,764		
29	Storm water drains	$4,800	4	$5,834				$5,834						
30	Line marking	$3,200	7	$5,484							$5,484			
31	Lattice													
	Total Estimate (rounded)	**$373,600**		**$582,167**	**$525**	**$8,820**	**$115,531**	**$21,271**	**$38,033**	**$54,430**	**$111,741**	**$120,310**	**$49,975**	**$61,529**

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10 Year Maintenance Fund Forecast – Reasoning for Costs Estimates (includes GST)

Maintenance Fund Forecast for:	151-155 Burwood Road, Hawthorn	Date commencing:	31 August 2019	Strata Plan:	PS512432Q
				Today's date:	13 August 2019

Serial	Item	Current Cost Estimate	Approx year required	Comments (Allowance for)
1	**Structure**			
2	Roof	$27,500	6	Contribution towards the repair of the roof
3	Long term capital items	$28,500	10	Contribution towards the replacement of the long term capital items
4	**Appendages**			
5	s37 (2) (a) Lifts	$50,000	8	Contribution towards the renewal of the s37 (2) (a) lifts
6	Ventilation	$12,000	7	Contribution towards the renewal of the ventilation
7	Windows	$25,000	9	Contribution towards the repair of the windows
8	Security garage doors	$10,500	4	Contribution towards the renewal of the security garage doors
9	Entry doors - safety glass	$1,800	5	Contribution towards the renewal of the entry doors - safety glass
10	Common prop. lighting	$4,800	3	Contribution towards the replacement of the common prop. lighting
11	Common prop. signage	$2,200	4	Contribution towards the renewal of the common prop. signage
12	Fire safety	$10,000	5	Contribution towards the renewal of the fire safety
13	Floor tiles	$8,000	2	Contribution towards the repair of the floor tiles
14	Common prop. doors	$6,800	6	Contribution towards the repair of the common prop. doors
15	Internal painting	$50,000	7	Contribution towards the renewal of the internal painting
16	Carpet	$18,000	5	Contribution towards the replacement of the carpet
17	Security system			
18	Internal balustrade			
19	**Outside**			
20	External façade	$95,000	3	Contribution towards the renewal of the external façade
21	Landscaping			
22	Fences			
23	Retaining walls			
24	Sealing concrete areas (1)			
25	External balustrade			
26	Trip hazards	$500	1	Removal of the trip hazards
27	Clothes lines			
28	Driveway	$15,000	8	Contribution towards the repair of the driveway
29	Storm water drains	$4,800	4	Contribution towards the repair of the storm water drains
30	Line marking	$3,200	7	Contribution towards the renewal of the line marking
31	Lattice			
	Total Estimate (rounded)	**$373,600**		

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End of Year	Year Ending	Recom-mended Maint-enance Fund Payment	Annual % change in Maint-enance Fund Payment	Adjustm't to Maint-enance Fund Payment (increase/ decrease)	M/Fund Balance + Interest + Annual M/Fund Payment	Costs in each year - refer to the table above (page 3)	Maint-enance Fund Balance	Interest on the Maint-enance Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	2.75%
1	Aug-20	**$52,379**			$52,379	$525	**$51,854**	**$1,426**
2	Aug-21	**$53,950**	3.00%		$107,230	$8,820	**$98,410**	**$2,706**
3	Aug-22	**$55,569**	3.00%		$156,685	$115,531	**$41,154**	**$1,132**
4	Aug-23	**$57,236**	3.00%		$99,521	$21,271	**$78,249**	**$2,152**
5	Aug-24	**$58,953**	3.00%		$139,354	$38,033	**$101,321**	**$2,786**
6	Aug-25	**$60,721**	3.00%		$164,828	$54,430	**$110,399**	**$3,036**
7	Aug-26	**$62,543**	3.00%		$175,977	$111,741	**$64,236**	**$1,766**
8	Aug-27	**$64,419**	3.00%		$130,422	$120,310	**$10,111**	**$278**
9	Aug-28	**$66,352**	3.00%		$76,741	$49,975	**$26,766**	**$736**
10	Aug-29	**$68,342**	3.00%		$95,844	$61,529	**$34,315**	**$944**
11	Aug-30	**$70,393**	3.00%		$105,651		**$105,651**	**$2,905**

Note: some figures may be rounded

Assumptions	
Base Annual Maintenance Fund contribution for Capital Items	$56,879
Buffer (or adjustment to the base annual contribution)	-$4,500
Recommended Annual Maintenance Fund Contribution (After Buffer)	**$52,379**
Current Annual Maintenance Fund contribution (as instructed)	
Current Maintenance Fund Balance (as instructed)	
Annual Maintenance Fund Payment increase rate	3.00%
Adopted Investment Rate after tax	2.75%

The above table represents our Recommendation of the Annual Maintenance Fund Payments for the next 11 years. Column F includes the Maintenance Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Maintenance Fund Payment for the current year. Column C (Recommended Maintenance Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Maintenance Fund Payment (negative adjustment) to ensure that the Maintenance Fund Balance remains positive in each year.

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First Year - Recommended Maintenance Fund Payment per Unit Entitlement and per Lot (Per ANNUM Basis)

Lot No	Unit Entitle-ment	Per Unit First Year Mait/Fund Payment	Rate per U/E
1	285	$740	$2.60
2	310	$805	
3	310	$805	
4	310	$805	
5	310	$805	
6	430	$1,116	
7	395	$1,025	
8	395	$1,025	
9	430	$1,116	
10	980	$2,544	
11	20	$52	
12	20	$52	
13	20	$52	
14	20	$52	
15	20	$52	
16	20	$52	
17	20	$52	
18	425	$1,103	
19	390	$1,012	
20	390	$1,012	
21	435	$1,129	
22	320	$831	
23	330	$857	
24	320	$831	
25	325	$844	
26	435	$1,129	
27	390	$1,012	
28	390	$1,012	
29	435	$1,129	
30	425	$1,103	
31	390	$1,012	
32	390	$1,012	
33	435	$1,129	
34	320	$831	
35	330	$857	
36	320	$831	

Lot No	Unit Entitle-ment	Per Unit First Year Sink/Fund
37	325	$844
209	435	$1,129
210	390	$1,012
211	390	$1,012
212	435	$1,129
301	430	$1,116
302	395	$1,025
303	395	$1,025
304	440	$1,142
305	325	$844
306	335	$870
307	325	$844
308	330	$857
309	445	$1,155
310	445	$1,155
311	445	$1,155
401	705	$1,830
402	360	$934
403	490	$1,272
404	490	$1,272
405	360	$934
Total (rounded)	**20,180**	**$52,379**

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Recommendation

We consider that the existing Maintenance Fund Balance is low, and that this Balance should be increased over time to allow for future likely expenditure as well as any unforseen circumstances. We consider that the current annual payments are not sufficient to meet the immediate likely expenditure. We recommend that the Owner's Corporation adopt as a minimum the Maintenance Fund Payments as shown in the table below and for the following ten years.

Points of consideration

We have made the following allowances:

- contribution towards the repair of the roof in year 6.
- contribution towards the replacement of the long term capital items, if required.
- in year 8, contribution towards the renewal of the s37 (2) (a) lifts.
- contribution towards the renewal of the ventilation in year 7.
- in year 9, contribution towards the repair of the windows.
- contribution towards the renewal of the security garage doors in year 4.
- contribution towards the renewal of the entry doors - safety glass in year 5, if required.
- in year 3, contribution towards the replacement of the common prop. lighting.
- contribution towards the renewal of the common prop. signage in year 4.
- in year 5, contribution towards the renewal of the fire safety.
- contribution towards the repair of the floor tiles in year 2.
- in year 6, contribution towards the repair of the common prop. doors.
- in year 7, contribution towards the renewal of the internal painting, if required. In order to maintain a fresh appearance and provide constant protection. If performed regularly, repainting will prevent excessive preparation costs in the future.
- contribution towards the replacement of the carpet in year 5.
- contribution towards the renewal of the external façade in year 3, if required.
- removal of the trip hazards in year 1. (By the use of a concrete grinder or other appropriate means).
- in year 8, contribution towards the repair of the driveway.
- contribution towards the repair of the storm water drains in year 4.
- in year 7, contribution towards the renewal of the line marking.

Note that the Maintenance Plan is only an estimate of what items may reasonably require replacement during the term of the Plan. There is no guarantee that a reasonable assessment of a future projection today may in fact come to pass, and indeed, additional items of capital repairs or replacement unforseen at the time of preparing a Maintenance Fund Plan may occur in the immediate future. This Maintenance Fund Plan should be reviewed periodically when items are no longer required and should be removed, or new items discovered which should be added to the Plan. The shown figures are our recommendation based upon our assessment of the likely expenditure (and an allowance for expenditure) in the 10 year Maintenance Plan requested. The Owners Corporation is entitled to choose whatever Maintenance Fund contributions they deem appropriate for their particular circumstances.

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Summary

The following repair or replacement items are recommended at the times scheduled below.

Year	Year Ending	Recommended Maintenance Plan Payment (includes any Extra Costs payment)	Items
1	Aug-20	**$52,379**	Trip Hazards
2	Aug-21	**$53,950**	Floor Tiles
3	Aug-22	**$55,569**	External Façade Common Prop. Lighting
4	Aug-23	**$57,236**	Storm Water Drains Common Prop. Signage Security Garage Doors
5	Aug-24	**$58,953**	Carpet Fire Safety Entry Doors - Safety Glass
6	Aug-25	**$60,721**	Common Prop. Doors Roof
7	Aug-26	**$62,543**	Line Marking Internal Painting Ventilation
8	Aug-27	**$64,419**	Driveway S37 (2) (A) Lifts
9	Aug-28	**$66,352**	Windows
10	Aug-29	**$68,342**	Long Term Capital Items
11	Aug-30	**$70,393**	



W. L. Dobrow FAPI FREI REIV (Aust)
Registered Valuer No. 515 (NSW) - Unrestricted
Real Estate Institute of NSW - Accredited Commercial Specialist & Accredited Practicing Valuer
Australian Property Institute - Certified Practising Valuer

The above assessment has been calculated in accordance with the Owners Corporations Act 2006. The recommendations are calculated from an amalgam of estimates and a single figure is provided for practical purposes from within a range of values and combination of a range of estimates. Areas have been calculated from our on-site measurements of the external parts of the building or the subject Strata Plan. Building plans or building surveys should be provided if the Owner's Corporation requires more accurate areas. We have relied upon Rawlinsons and the advice of a quantity surveyor at times to assess the cost of replacement and the repair of items and do not accept responsibility for any errors from the above providers of source data. Our inspection of the building only includes easily accessible areas of the property at the time of inspection. We do not identify or comment on the structural integrity (pest, rot or defect, etc), building compliance, or fire safety items of the improvements.

This report is for the use of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this report. Neither the whole nor any part of this report or any reference thereto may be included in any published document, circular or statement or published in any way without our written approval of the form and context in which it may appear. This Maintenance Plan has been prepared on the basis of instruction being for a 10 year Maintenance Plan only in order to satisfy the requirements of the Act and for no other purpose. A comprehensive report should be commissioned if a party requires a more detailed report or for use in litigation matters. We reserve the right to review or withdraw our report at any time. This report does not cover the property's structural condition or environmental contamination, nor is a quantitative survey. This report does not cover occupational health and safety, fire safety, nor council compliance in any respect (ie. flooding, building, etc) nor should it be construed as such.

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Photographs



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OC No. 1 of PS512432Q
151-155 Burwood Road, Hawthorn VIC 3122
C/- Andrea Hunter @ Turnbull Cook
Level 6, 3 Bowen Crescent,
Melbourne VIC 3004

Sunday, 7 December 2025

Dear All,

RE: Project Update December 2025

1.0 – Project Progress

The builder is nearing the completion of his contract works. These works were based on the Australian Waterproofing Consultants report from May 2023, Architects documents and agreed scope.

The Building Surveyor overseeing the project has issued the Certificate of Final Inspection (CFI) for the project.

Some items remain, including intermediary screens to shared balconies.

2.0 – Further works

Some water leaks persist and are being further investigated by a plumbing contractor Expansion Plumbing and Drainage (EPD).

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EPD may contact individual lot owners / tenants to organise access to investigate these areas with Camera / Thermal / plumbing equipment.

Once we have a final report from EPD we shall be able to share the outcome with individual owners / the OC.

3.0 – Next Steps

Recommendations shall be made once the EPD reports are finalised.

A project Zoom meeting shall also be scheduled to enable a more comprehensive run-down including question and answer session.

Kind Regards,



David Austin

go projects

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Site: 151-155 Burwood Road, Hawthorn VIC 3122
Report for: Owners Corporation No. 1 of PS512432Q
Period: January 2025

Dear Owners Corp,

Re: Monthly Report – Building Remediation Works

Please see the below project update for your information. This update is for the end of month for January 2025.

1.0 Project Status

- Overall, this job is progressing well. Miller projects has made a good start and are currently tracking ahead of schedule. Most of the complex works have been completed with 74% of the individual lot balconies being completed.
- The project is currently within budget. Future variations may still be applicable.
- Contracted practical completion: 30 September 2025.
- Weather Contingency: 20 working days.

2.0 Permits and Approvals

- Secondary Consent received from Council for the change to the façade (Change of FC sheet to ACP cladding on Level 4)

3.0 Summary of works

Number	Items	Details	% Complete
1.00	Pre-Start Works	Works associated with initial project establishment on and off site.	100.0%
1.01	Contractor Management - Head Contract Preliminaries	Site management for the project.	55.0%
2.00	Cladding Works	External cladding works to the property at various locations. Also including the works to the perimeter walls of Level 4.	35.0%
2.01	Access / Scaffold Works	Scaffold and crane hire for the project.	65.0%
2.02	Demolition/Prep/Common Areas	Removal and disposal of areas where works to be completed. Common area works including upper waterproofed concrete roof areas.	95.0%

3.00	Façade Repairs including timber screens	Timber batten screens that are on the façade in various locations.	25.0%
4.00	Builders works in conjunction	Works to associated areas where the overall works are taking place.	45.0%
5.00	Provisional Sums - Hydraulics	Works associated with further downpipes from the metal and concrete roof areas. Core holes and running of new downpipes to remove water as required.	50.0%
6.00	Balconies	Waterproofing and supply and install of new tiles on pedestals.	74.0%

4.0 Future works

Over the next month Miller Projects have identified the following areas where works shall take place.

- Balcony works to additional tenancies to continue.
- Hydraulics and upgrades to roof to continue.
- Cladding install continues.
- Timber Façade works

5.0 Risks & opportunities

Major risks presented on the project are tabled as below. These will be reviewed and monitored throughout the project.

Risk	Risk Consequence	Risk Priority	Risk Mitigation Measures
Project over budget due to latent conditions.	Cost	High	Many investigation works have been completed and some risks here reduced. The roofing / plumbing contractor has indicated works shall be remedial in nature. The timber screens shall have to be further investigated
Delivery of program	Program, Cost	High	The builder is currently tracking ahead of program.
Public and building tenant safety	Delay, Cost, Reputation	High	Site manager to be present onsite at all times, monthly site walks to note safety concerns, ongoing comms with building tenants.
Disruptive works	Delay, Occupant Satisfaction	Medium	Noisy and impactive works should be expected. Excessive noisy works and services disruption works to be communicated to building tenants within agreed notice periods.

We trust this information meets your current requirements. However, don't hesitate to contact us if you require additional information or clarification.

Sincerely,



David J. Austin
Senior Project Manager

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ADDRESS: **151-155 Burwood Road, Hawthorn VIC 3122 –**
DETAIL: **Project Update - with Committee and Builder.**
DATE: **2/10/2025**
TIME: **5:30pm**

- Go Projects
- Millar Projects
- OC - 151-155 Burwood Road, Hawthorn VIC 3122

1.0 - Overview

The meeting discussed the progress of the construction project at 151-155 Burwood Road, Hawthorn.

Craig reported that the project is nearing its 12-month period, with outstanding issues including water leaks, facade repairs, and window problems.

His team is addressing these issues aggressively, aiming to complete the work by early November.

Specific concerns included sub-drainage issues, poorly installed windows, and a leaking skylight.

The roof has been sealed – box gutters and flashings. Building surveyor pre-inspection was positive. A final meeting will be held post-completion to review the project's close-out.

2.0 - Action Items

- GPA / Millar Projects - Prepare the paperwork for the close-out of the project, including warranties, certificates, and the final building surveyor's certificate.
- Millar Projects - Provide the window contractor's report on the window issues.
- Millar Projects - Finalize the quote and arrange for the replacement of the leaking skylight access point.

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- GPA- Share the Leak register with OC members.

3.0 - Project Progress and Challenges

- David provided an update on the project, given the 12-month construction program.
- Noted the outstanding battens and water leaks / facade issues.
- Craig discussed the progress, mentioning delays due to facade changes and manufacturing errors.
- Craig - Anticipated completion date mid-November.
- Craig explained that they are now back on site with an aggressive program to complete tasks, including relocating Burwood Road material and addressing water leaks.
- Craig mentioned issues with sub drainage and water stains on exterior lines of apartments, as well as problems with windows causing leaks.

4.0 - Water Leaks and Window Issues

- Craig confirmed that some windows are poorly installed or have sub sills facing internally, causing water to enter the building.
- Craig noted that the cladding and box gutters have been replaced and caulked.
- Craig mentions that some leaks might be due to internal plumbing or drainage issues, which are outside the builder's scope of work.

5.0 - Aggressive Program and Timeline

- Craig outlined an aggressive program to complete the project, including scaffolding and demolition work on the Burwood Road side.
- Craig mentions that the scaffolding will be down by the end of October, and the main scaffold will be down by November.
- Craig explains that they will use rope access if necessary to complete any remaining work, as they have to vacate a factory by the end of October.

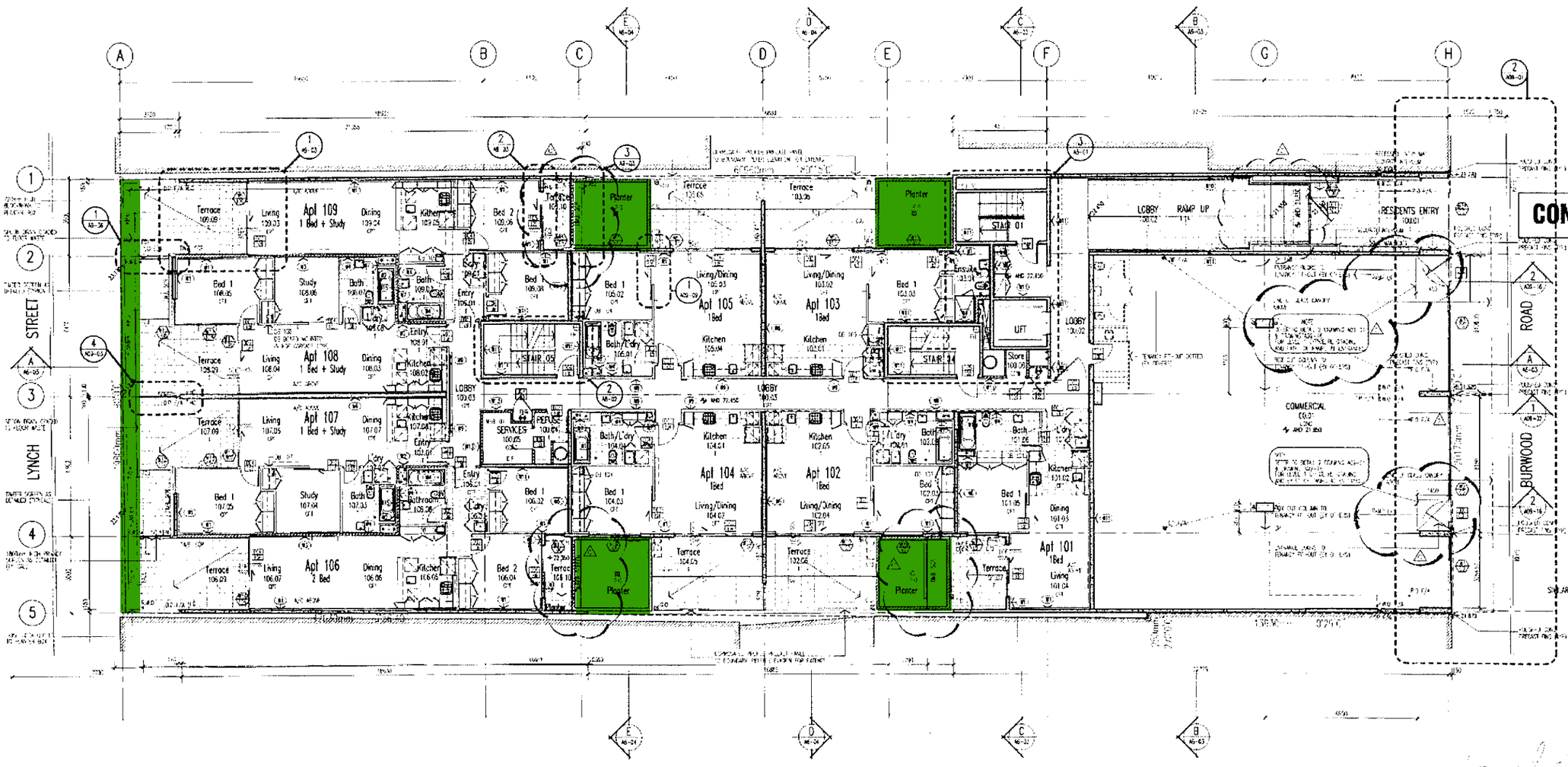
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6. 0 Final Updates and Next Steps

- Craig notes the anticipated finish date in six weeks, with Craig outlining the timeline for scaffolding and other tasks.
- Craig mentions that the roof has been completed and sealed, and they are awaiting a quote for replacing a leaking manhole on the roof.
- Craig mentions that the building surveyor has conducted a pre-inspection and is happy with the external works and waterproofing systems.
- Brendan is separately investigating his balcony with a waterproofing contractor that has attended site. This is not part of Millar Projects works.

7. 0 Meeting Conclusion and Future Plans

- Craig mentions that they will prepare paperwork for the close-out of the project, including warranties and certificates.
- GPA- confirms that they will hand over the paperwork to Andrea, who will be the caretaker of the documentation.



CONSTRUCTION ISSUE

FIXTURE AND FITTINGS LEGEND

WALL LEGEND – REFER DRAWING

NOTE:

APARTMENT SYMBOL LEGEND

GENERAL LEGEND:

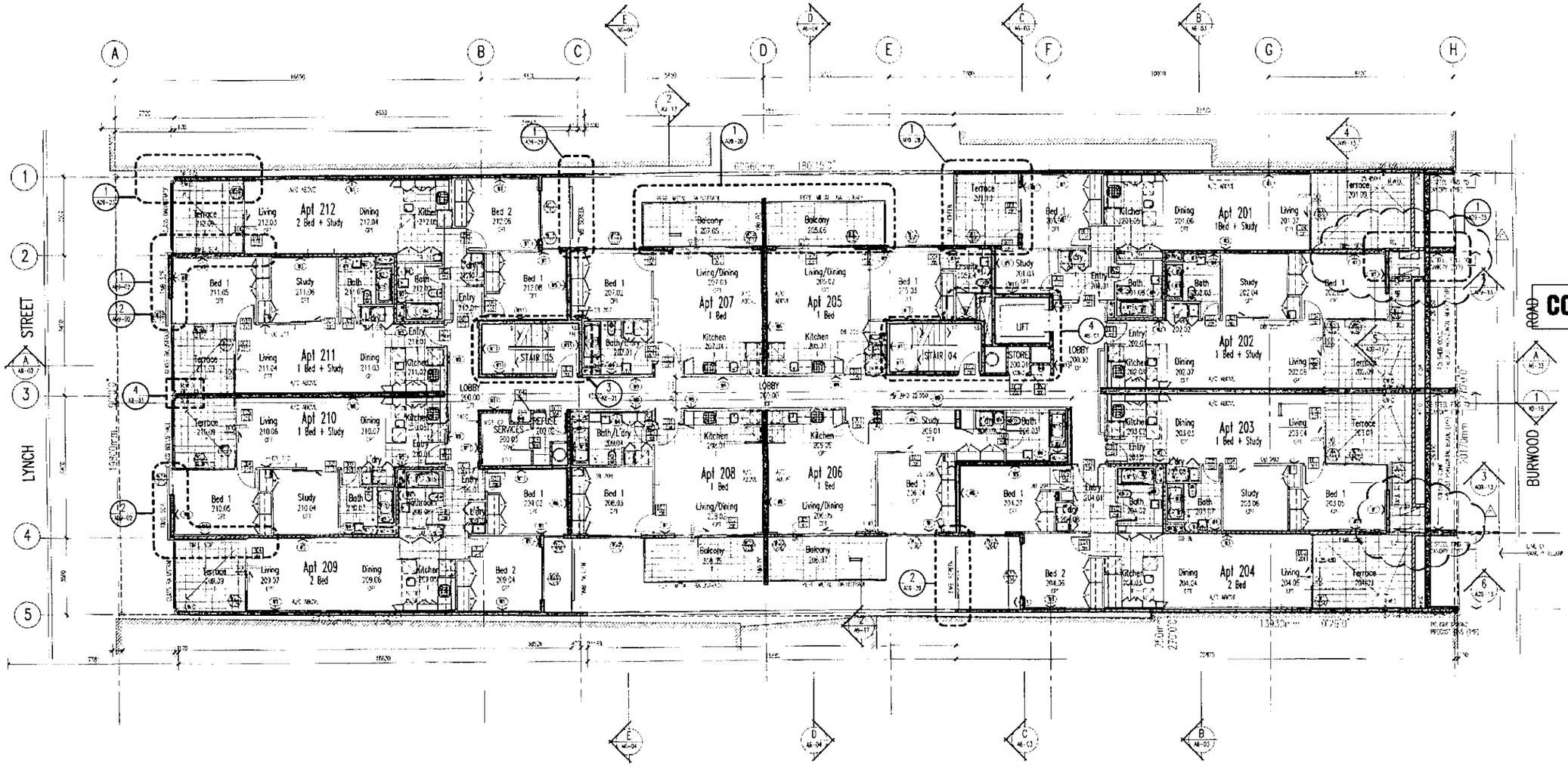
GENERAL NOTES:

PROJECT
NEXT APARTMENTS
151 - 155 Burwood Road
Hawthorn
for
SMA Projects

DRAWING
Level 1 Floor Plan

DATE	SCALE @ A1
11.12.2002	1:100
DRAWN	CHECKED
DTH	
JOB No.	DRAWING No.
3365	A02-03
	REVISION
	C

SYNMAN JUSTIN BIALEK ARCHITECTS



CONSTRUCTION ISSUE

FIXTURE AND FITTINGS LEGEND

TOILET SUITE
BATH TUB WITH SHOWER OVER
VANITY BASIN AND CABINET (REFER PLAN & ELEVATION DETAILS)
TILED LAUNDRY ALCOVE WITH STAND PIPE (REFER PLAN & ELEVATION DETAILS)
SHOWER RECESS WITH SCREEN & 200Ø SHOWER ROSE/RAIL (REFER PLAN & ELEVATION DETAILS)
CONVERSE
FLOOR WASTE OR STORMWATER OUTLET
RAIN WATER OUTLET OR RAINWATER HEAD
FIRE HYDRANT
FIRE HOSE REEL
CONSTRUCTION JOINT, ADJUSTABLE SEALANT CO-ORD TO MATCH GROUT
REFER KITCHEN ARCH'S ELEVATIONS (REFER PLAN & ELEVATION DETAILS)
LAUNDRY
TYPICAL GALLEY KITCHEN LAYOUT (REFER PLAN & ELEVATION DETAILS)

WALL LEGEND – REFER DRAWING

200 PRECAST CONCRETE WALL
300 PRECAST CONCRETE WALL
150 PRECAST CONCRETE WALL
175 PRECAST CONCRETE PANEL
110 GALVANISED WALL / STUD ATTACHMENT WALL REFER TO PLANS FOR LOCATIONS
90 BRICKWORK WALL REFER TO PLANS FOR LOCATIONS

NOTE:
FOR FULL DESCRIPTION OF WALL TYPES AT TOP REFER TO A5-01 AND A5-02 FOR KEY PLAN OF TYPICAL WALL TYPES AND TYPICAL DETAIL SECTION DETAIL
REFER TO STRUCTURAL ENGINEER DRAWINGS FOR WALL LAYOUT AND DETAILS OF LOAD BEARING AND SHEAR WALLS

APARTMENT SYMBOL LEGEND

Dining — ROOM NAME
105.26 — APARTMENT FLOOR NUMBER
— FLOOR FINISH
DOOR NUMBER / APARTMENT NUMBER
WINDOW NUMBER / APARTMENT NUMBER
AND 15.450 FLOORS LEVELS TO U.N.O.
W10 — WALL TYPE REFER TO A5-01 & A5-02 FOR DETAIL

GENERAL LEGEND:

AC	AIRCONDITIONING	PB	PLASTERBOARD LINING
ACP	ACOUSTICAL INSULATION	PTN	PARTITION
AL	ALUMINIUM	PT	PAINTED
ALF	ALUMINIUM FRAMED GLAZING	PWD	PAINTED TO CONCRETE FINISH
ALT	ALTERNATIVE	RC	REINFORCED CONCRETE
ASP	ASPHALT	RH	RAINWATER HEAD
BAL	BALUSTRADE	RWP	RAINWATER PIPE
BR	BRICK	SC	SOLID CORE
CB	CONCRETE BLOCK	SD	SMOKE DETECTOR
CF	CEILING FAN	SF	SPRINKLER
CG	CLOTHES LINE GUARD	SH	SHOWER
CT	CERAMIC TILES	SK	SKYLIGHT
DP	DOWN PIPE	SP	SPRAY
EF	EXHAUST FAN	SS	STAINLESS STEEL
EJ	EXPANSION JOINT	ST	STEEL
EP	EMULSION PAINT	STR	STRUCTURAL
FC	FIBRE CEMENT	TB	TOWEL RAIL
FF	FINISHED FLOOR LEVEL	TC	TERRACOTTA
FL	FLUORESCENT	TD	TUMBLE DRYER
FP	FIRE PLACE	TF	TILED FLOOR
FR	FRIDGE SPACE	TR	TOILET ROLL
GB	GLASS BLOCK	TW	TILED WALL
GI	GALVANISED IRON	UC	UNDERCOAT
GL	GLASS	VP	VINYL PAINT
GP	GYPSUM PLASTERBOARD	WC	WATER CLOSET
GT	GLASS TILE	WD	WOOD
HB	HOSE BIB	WM	WASHING MACHINE
HR	HOSE REEL	WP	WATERPROOFING
HT	HEATER	WR	WALL RACK
IC	INSULATION CEILING	WT	WATER TANK
IW	INSULATION WALL		

GENERAL NOTES:

REFER TO ELECTRICAL DRAWINGS FOR ALL
REFER TO MECHANICAL DRAWINGS FOR ALL
REFER TO MECHANICAL ACCOUSTIC DRAWINGS FOR ALL
REFER TO STRUCTURAL ENGINEERS FOR ALL
REFER TO LANDSCAPE DRAWINGS FOR ALL
REFER TO ELEVATIONS FOR EXTERNAL FINISHES
REFER TO DETAILS FOR ALL
- ALL FLOOR PLANS SHOWN INDICATIVE ONLY REFER TO STRUCTURAL ENGINEERS AND SPECIALISTS DRAWINGS FOR SETTING OUT AND ALL LEVELS
- PROVIDE EXPERT AND INSPECTION TO ALL WORKS IN SHAFTS
- PROVIDE ACCURATE SETTING OUT TO ALL WORKS AND ALL WORKS TO BE PLUMB AND TRUE
- PROVIDE ALL LIGHT AND POWER TO ALL WORKS AS REQUIRED
- PROVIDE FIRE STOPPING TO ALL PENETRATIONS THROUGH FIRE RATED WALLS AND FLOORS
- PROVIDE FIRE LIGHT UNDER AT TO ALL EXTERNAL SURFACES FOR HOUSE OVER AT WALL SIDING
- POWER FOR ALL ALARM AND SMOKE HEAD TO ALL PVC AND STEEL PIPE WORK
- WHERE NOTED PIPES CLOSE ABOVE CEILINGS OF INFLAMABLE WORKS PROVIDE SPRINKLERS AT A DISTANCE OF 300mm MIN. DIRECTIONS FROM PIPE
- WHERE NOTED ROOMS INCLUDE BEDROOMS LIVING DINING AND KITCHENS
- NON-SMOKABLE ROOMS INCLUDE BATHROOMS LAUNDRIES, CUPBOARDS & CORRIDORS
- REFER FOR WATER PROOFING AND TANKING TO ALL WET AREA WALLS & FLOORS
- IF ANY DOUBTS EXISTS, PROVIDE NOTICE AND CLARIFIED
- REFER FOR FURTHER SCREENING DETAILS FOR ALL A/C UNITS LOCATION SHOWING AND ACOUSTICAL WALL PROVISIONS FOR ACOUSTIC TREATMENT FOR ALL UNITS ETC
- PROVIDE DIMENSIONS REFER FOR EXACTLY DIMENSIONS
- REFER TO STRUCTURE AND DIRECTIONS SHOWN ON ARCHITECTURAL SET SERVICE DRAWINGS
- REFER TO SUPPLIER DRAWINGS DETAILS
- ALL TOP WATER PROOFING FLASHINGS TO ALL WET AREA WALLS & FLOORS.
- ALL DIMENSIONS, DIGHTS, POWERS NOTED ARE INDICATIVES

APARTMENT FINISHES
- SHINY FLOOR FINISHES AND DISHWASHER AND REFRIGERATOR RECESSES ARE TO BE INSTALLED
- TILES AND TILES ALTER
- SKIRTING TILES TO BE PROVIDED TO ALL LAUNDRIES, DISHWASHER & FRIDGE RECESSES
- STONE BENCHTOPS, ALL TOPS MUST BE FINISHED AND CHAMFERED, SHARP EDGES ARE NOT ACCEPTABLE
- PLASTERBOARD SURFACES OF NO LESS THAN 2mm THICK NOT ALL EXPOSED TILE EDGES ARE TO BE FINISHED OFF WITH PVC ALUMINIUM ANGLE
- CHROME PLATED ANGLE TO BE PROVIDED AT TILE JUNCTIONS, CURVED T.B.A.
- CLOTHES RAILS TO BE 25mm DIA MIN. CHR. 250 WALL TO 1m, 25mm DIA MIN. WHITE PVC COATED TUBING TO ALL SLIDING.
- DOOR STOPS TO BE INCLUDED TO EVERY DOOR
- BEFORE ANY TIMBER CONSTRUCTION COMMENCES, DETAIL AND DIMENSION THE EXISTING APPLIANCES AND CORRECT TO MANUFACTURERS SPECIFICATIONS
- 25mm THICK MDF BOARD FOR STOVE WITH STONE TOP 12mm THICK MDF BOARD FOR SINKS DRAWER UNDER STOVE TOP

PENETRATIONS
- ALL MATERIALS NOT ABLE TO RUST TO SEAL PENETRATIONS THROUGH FIRE RATED WALLS & FLOORS ARE TO COMPLY WITH FIRE AUTHORITIES & BCA REQUIREMENTS. SAMPLES OF THE MATERIALS ARE TO BE SUBMITTED TO THE BUILDING SUPERVISOR FOR APPROVAL

No	DATE	REVISION	BY	CHK
1	19/9/03	PLANNING PERMIT SUBMISSION	RM	RS
2	24/9/03	ADDITIONAL INFORMATION	RM	RS
		AMENDED PLANNING SUBMISSION		
		TO REMOVE SERVICES FROM ROOF PLAN		
		TO REMOVE WEST FACING BALCONY SCREENS		
		AMENDED TO PLANNING PERMIT		
4	31/10/03	CONSTRUCTION ISSUE	RM	RS
5	19/11/03	AMENDED PLANNING PERMIT	RM	RS
A1	17/12/03	DRAWING REVISION TO SUIT RFD	RM	RS
	16/12/02	TENDER ISSUE	RM	RS

PROJECT NORTH

BUILDER / CONTRACTOR SHALL VERIFY JOB DIMENSIONS BEFORE ANY JOB COMMENCES. FIGURED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED WORK. WORK SHALL CONFORM TO THE SPECIFICATION, OTHER DRAWINGS AND JOB INSTRUCTIONS. ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT / CONSULTANT AND NO STRUCTURE SHALL BE COMMENCED PRIOR TO THE RETURN OF INSPECTED SHOP DRAWINGS SIGNED BY THE ARCHITECT / CONSULTANT.

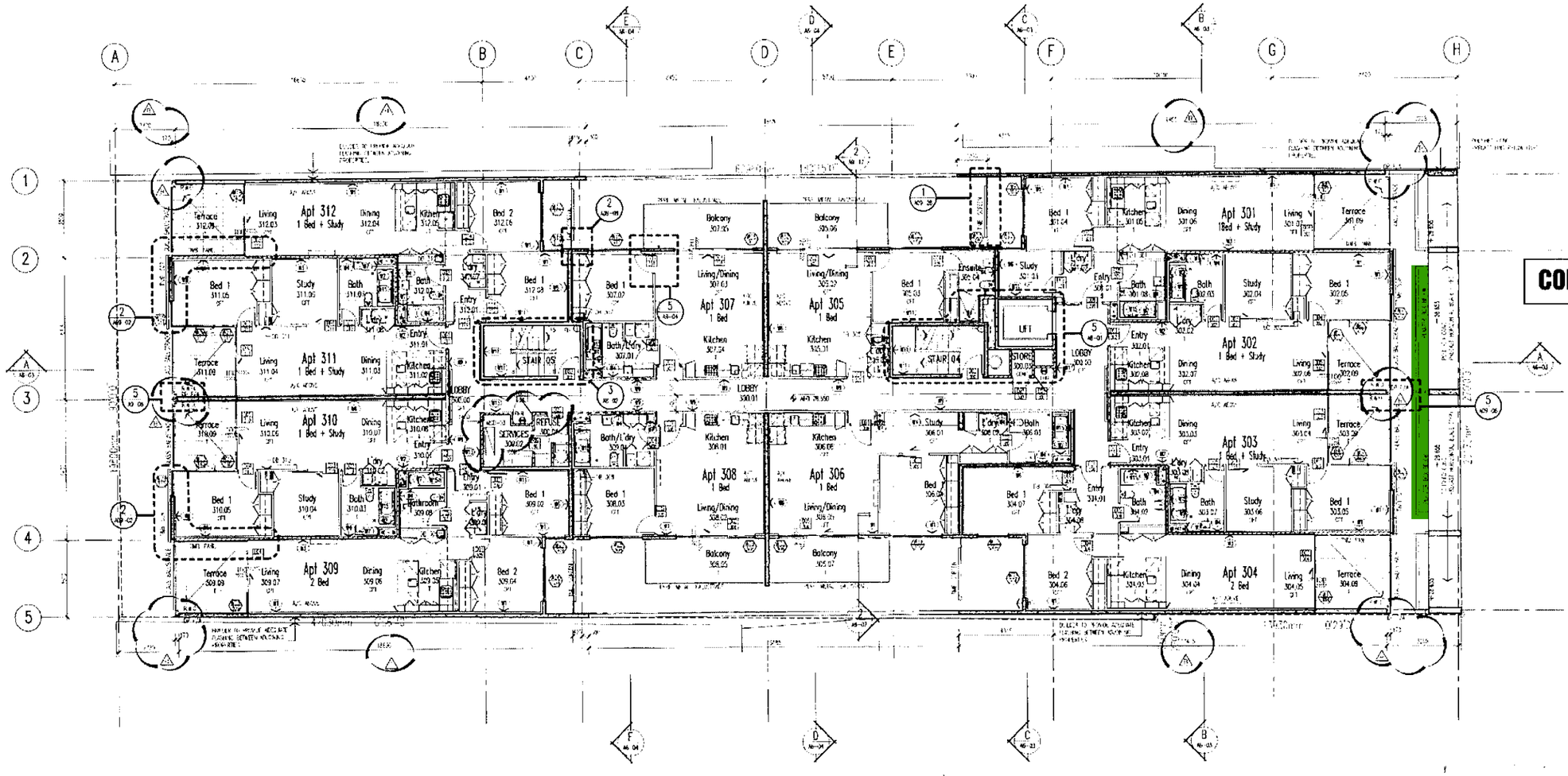
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PROJECT
NEXT APARTMENTS
151- 155 Burwood Road
Hawthorn
for
SMA Projects

DRAWING
Level 2 Floor Plan

DATE	SCALE @ A1
25.20.2002	1:100
DRAWN	CHECKED	REG No
DTH		34
JOB No	DRAWING No.	REVISION
3365	A02-04	C

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EMAIL ARCH@SJB.COM.AU TELEPHONE + 61 396866500 FACSIMILE + 61 396952524



CONSTRUCTION ISSUE

No.	DATE	REVISION	BY	CHK
A	10.12.02	CONSTRUCTION ISSUE	EBY	HC
B	13.12.02	REVISED WALKWAY EXHAUST ROOM LAYOUT	EBY	HC
C	17.12.02	GENERAL REVISIONS	EBY	HC
D	23.12.02	TENDER ISSUE	EBY	HC

PROJECT NORTH

BUILDER / CONTRACTOR SHALL VERIFY JOB DIMENSIONS BEFORE ANY JOB COMMENCES. FIGURED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED WORK. WORK SHALL CONFORM TO THE SPECIFICATION, OTHER DRAWINGS AND JOB DRAWINGS. ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT / CONSULTANT AND MANUFACTURE SHALL NOT COMMENCE PRIOR TO THE RETURN OF INSPECTED SHOP DRAWINGS SIGNED BY THE ARCHITECT / CONSULTANT.

PROJECT
NEXT APARTMENTS
151 - 155 Burwood Road
Hawthorn
for
SMA Projects

DRAWING
Level 3 Floor Plan

DATE	SCALE @ A1	
11.12.2002	1:100	
DRAWN	CHECKED	REG No.
DTH		35
JOB No.	DRAWING No.	REVISION
3365	A02-05	B

FIXTURE AND FITTINGS LEGEND

WALL LEGEND – REFER DRAWING

NOTE:

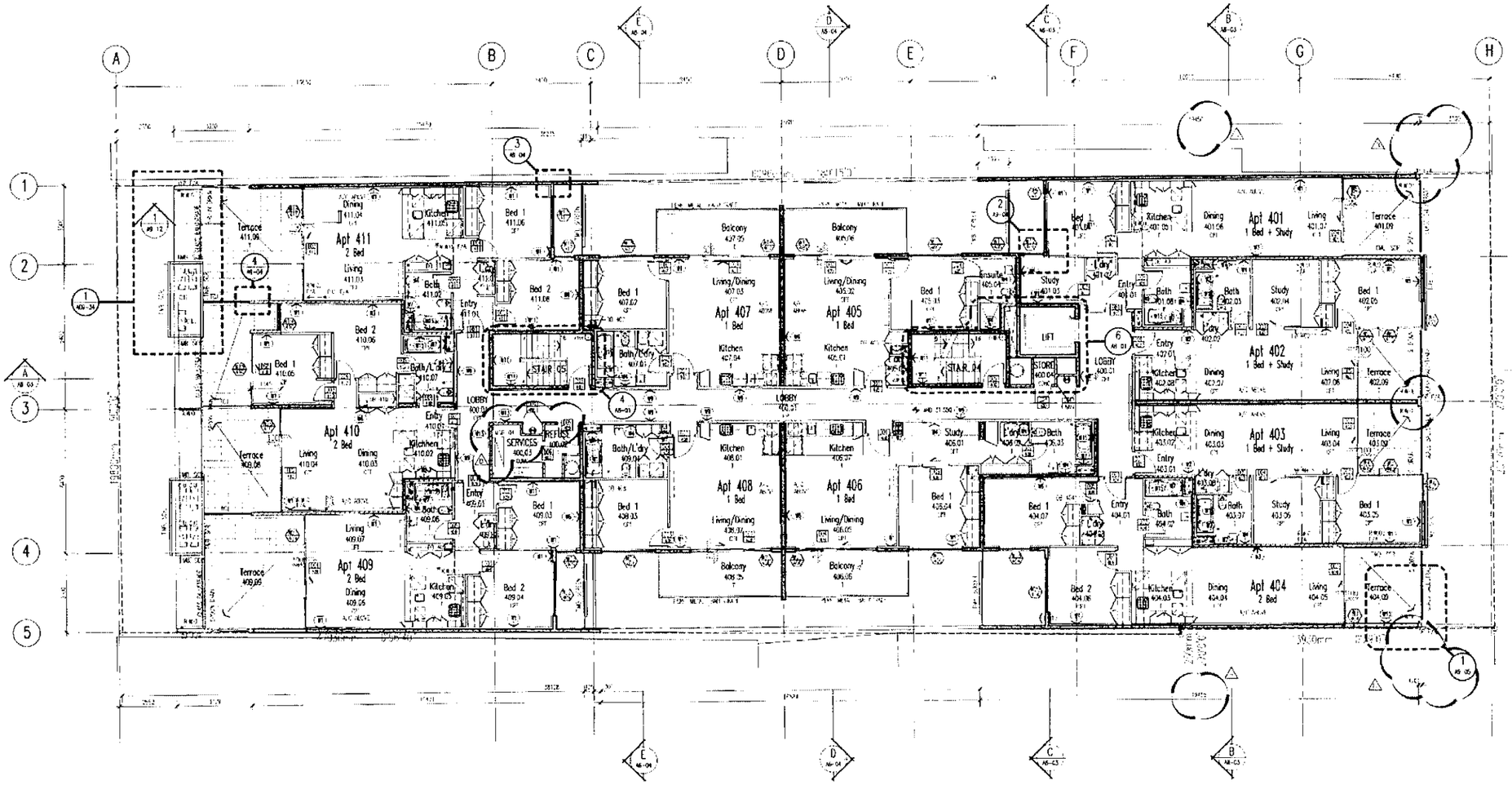
APARTMENT SYMBOL LEGEND

Dining
106.05

GENERAL LEGEND:

GENERAL NOTES:

SJB SYNMAN JUSTIN BAILEY ARCHITECTS
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CONSTRUCTION ISSUE

NO.	DATE	REVISION	BY	CHK

PROJECT NORTH

BUILDER / CONTRACTOR SHALL VERIFY JOB DIMENSIONS BEFORE ANY JOB COMMENCES. FIGURED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED WORK. WORK SHALL COMPLY TO THIS SPECIFICATION, THE NCC DRAWINGS AND JOB DIMENSIONS. ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT / CONSULTANT AND MADE AVAILABLE SHALL NOT COMMENCE PRIOR TO THE RETURN OF INSPECTED SHOP DRAWINGS SIGNED BY THE ARCHITECT / CONSULTANT

PROJECT
NEXT APARTMENTS
151 - 155 Burwood Road
Hawthorn
for
SMA Projects

DRAWING
Level 4 Floor Plan

DATE	SCALE @ A1
28.10.2002	1:100
DRAWN	CHECKED
DTH	
JOB No	DRAWING No
4465	A02-06

REG No 36
REVISION B

SJB SYNMAN JUSTIN BIALEK ARCHITECTS

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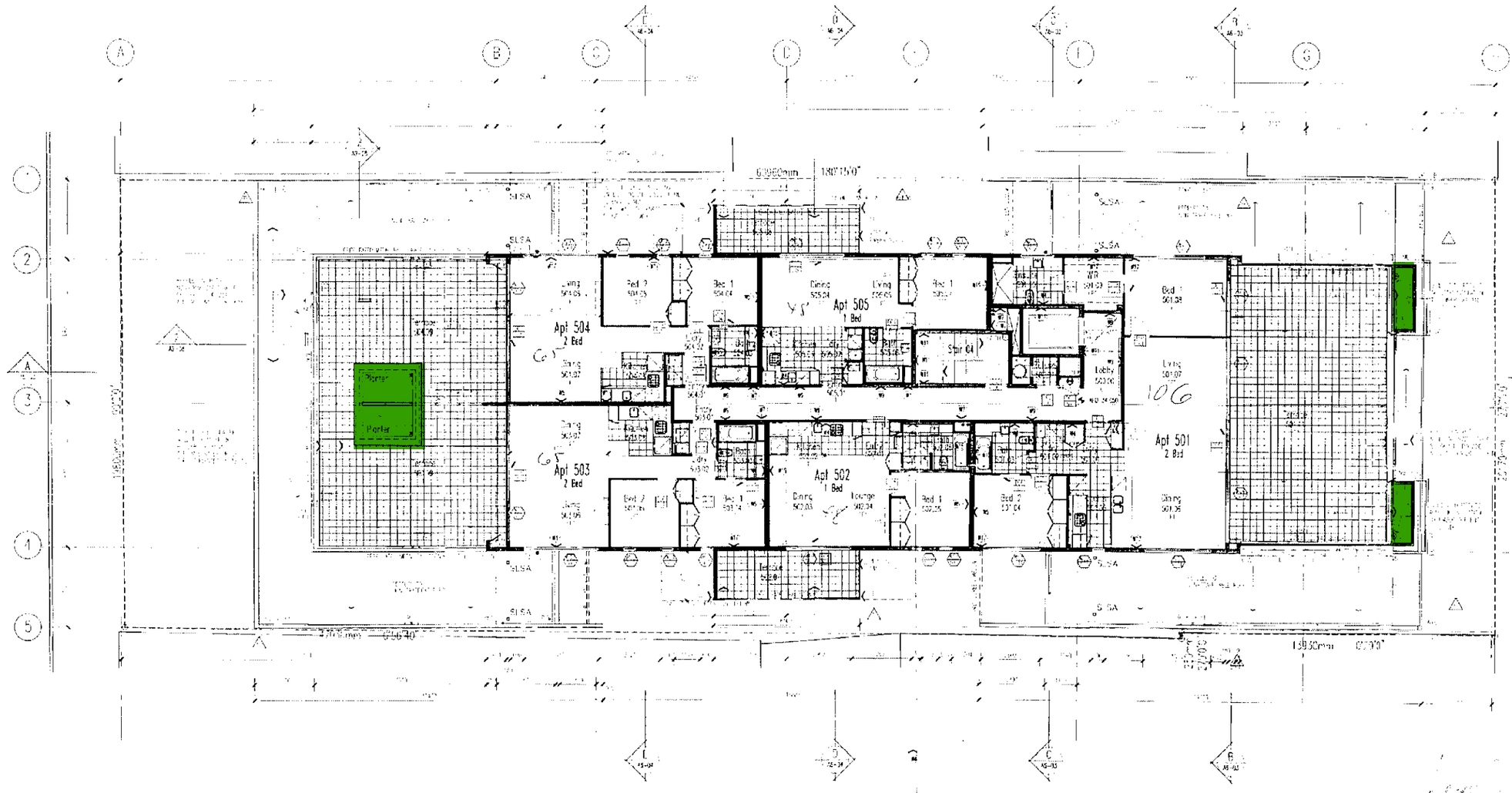
FIXTURE AND FITTINGS LEGEND

WALL LEGEND - REFER DRAWING

APARTMENT SYMBOL LEGEND

GENERAL LEGEND:

GENERAL NOTES:



CONSTRUCTION ISSUE

No	DATE	REVISION	BY	CHK

PROJECT NORTH

BUILDER / CONTRACTOR SHALL VERIFY JOB DRAWINGS BEFORE ANY JOB COMMENCES. FIGURED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED WORK. WORK SHALL CONFORM TO THE SPECIFICATION, OTHER DRAWINGS AND BY-LAW REQUIRES. ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT / CONSULTANT AND MANUFACTURING SHALL NOT COMMENCE PRIOR TO THE RETURN OF INSPECTED SHOP DRAWINGS SIGNED BY THE ARCHITECT / CONSULTANT.

PROJECT

NEXT APARTMENTS
151 - 155 Burwood Road
Hawthorn
for
SMA Projects

DRAWING

Level 5 Floor Plan

DATE	SCALE @ A1
28.10.2002	1:100
DRAWN	CHECKED
DTH	
JOB No.	DRAWING No.
3365	A02-07
REG No.	REVISION
37	E

Bapplo2/2TT2T

VARIATION

Scale plan 1:100 28/5/04

SJB SYNMAN JUSTIN BIALEK ARCHITECTS

25 COMMERCIAL STREET SOUTH MELBOURNE 3205 VIC PO BOX 1149 SOUTH MELBOURNE 3205 VIC
EMAIL APCH@SJB.COM.AU TELEPHONE +61 3 9699 6688 FACSIMILE +61 3 9699 6234

FIXTURE AND FITTINGS LEGEND

WALL LEGEND – REFER DRAWING

NOTE:

APARTMENT SYMBOL LEGEND

GENERAL LEGEND:

GENERAL NOTES:

Committee Report – Annual General Meeting 2023

Building Remediation Works

History and Context

VCAT action brought by developer

- As per the settlement terms, an independent company, Chadoak Pty Ltd, were engaged to confirm the waterproofing defects were rectified for lot 401 (approx. cost $2,412 including GST) and this was performed on June 11th, 2021. The report provided confirmed that the balcony is now waterproof.
- It is worth noting that SMA Building Pty Ltd sold lot 401 last year (2021) and is no longer the owner, however, Tisher Liner FC law advised us they are still liable for the settlement terms, which we (the OC) pursued them for. As such, in September 2021 SMA Building Pty Ltd fulfilled the settlement terms and paid the $2,412 for the waterproof testing of the balcony. This matter is now closed.

From 2021 AGM Report (July):

- The OC had intended to obtain final quotes for the Common Property repairs and for the Private Lot works that owners have consented to include in the project in the final quarter of 2020. However, it has taken longer than anticipated to finalise the scope for numerous reasons. These include COVID-19 restrictions and the fact that the initial inspections were performed in 2017/18, and new problems have arisen from the previously identified defects.
- The committee decided, in order to ensure works are all encompassing and completed successfully, to engage a waterproofing expert to reassess and finalise the scope of the works, liaise with builders to send works for tender and to project manage the construction phase of the project.
- To fulfil this role, the OC selected Karl Wooton from Australian Waterproofing Consultants (AWC) and sought a quote for the following 3 stages: 1. Inspecting and finalising the scope; 2. Sending out the work for tender; 3. Project management of the repair works with the selected builder. We have met with Karl to discuss the details of this and are awaiting his quote for the above. Once we receive the quote, the OC will be issuing a special levy to cover stages 1 and 2. Please note, settlement funds cannot be used towards this aspect of the project, they can only be used in the constructions phase, stage 3 of the project management.
- It is noted that the final scope that will be tendered upon will only include the Common Property repair works and the Private Lot works of lot owners who have consented to include their works in the project. It is also noted that where a lot owner is entitled to a contribution from the $500k settlement funds towards the cost of repairs to their private lot, this contribution will only be made if the private lot works are consented to as part of the project. If a lot owner did not consent to include their private lot repairs in the project and subsequently finds that they are required to repair their private lot, no contribution from the settlement fund will be available. Further details of the allocation of the settlement funds can be found in the June FAQ document that provided to all owners (contact Jake Tudor if you would like to see this).
- It is currently hoped that final quotes will be received in November 2021, with a special resolution then circulated to all members of the Owner's Corporation to vote on the project proceeding and the required special levies to be raised. Based on this, the revised target timing for the project is as follows:
    - Issue and collect special levy for the Project – Start September 2021
    - Finalisation of Project scope – End September 2021
    - Issue of Final Request for Tender – Early October 2021
    - Final pricing back from preferred tenderer(s) for the Project – Mid November 2021

- Final cost allocation completed between cost of common property and private lot repairs – December 2021
- Communication with lot owners of final costs (for both private lot and common property works) and voting on special resolutions to raise special levies and proceed with the Project – January 2021 / February 2022
- Lot owner payments required for private lot works (paid by private lot owners who consented to include their works in the project) and common property works (raised as a Special Levy) included in Project – Q1 2022
- Commencement of works – Q2 2022 (subject to receipt of funds from Special Levy)

From 2022 AGM Report (July):

****On the 23rd of December, 2021 the OC committee requested an update from AWC, as to if the inspections were completed and what they found, this was their reply:***

I am somewhat concerned about the level of cracking seen at the external light weight cladding elements at level 4 in particular. We will have to have a close look at what we are going to do here. The remedial works required may be more extensive than when this was originally scoped. It should also be noted that the material supplier (James Hardie) have removed this product from the market in 2021. We will need to assess whether the cladding and jointing materials are still available or whether another supplier could be found.

There are several aspects to this that we should consider

Repair or replacement.

Repair should still be able to be carried out however there will need to be quite extensive repairs due to the amount of movement I can see that has occurred over time. I would be concerned that the cladding will crack again over time so we will need to discuss this further with you and the committee I think.

Replacement perhaps should be considered given the degree of cracking seen during our recent visit – However this is a major undertaking.

With replacement we would look at using a similar light weight material but it will entail a lot more design work and will trigger the need for a permit.

Given the extent of cracking if we were to go down the repair option I think this will also trigger a need for a permit as well, however we look to get advice on this in the new year.

We will be starting on the scope in January and will update you asap.

- AWC were contact via email on 27 Jan and 10 Feb 2022 (they were shutdown till the 17 Jan) for an update in regard to finalising the scope, they have yet to respond. It is a priority for the OC to progress this and all efforts are being made to keep this moving and we see 2022 as the year the works should commence.
- The OC committee will update owners on the final scope as soon as it is received by AWC. If you would like the OC committee to submit questions to AWC for a response, please email these to Jake Tudor via the 'Contact' page on the Owners Corporation website (https://www.151burwoodroadhawthorn.com/contact).

Issues and Actions arising in last 12-18 months

It should be noted and acknowledged that Dimitra Zotos stepped away from the coordination role in October 2022 due to personal reasons. The OC committee owes a significant debt to the amount of work and effort Dimmy has contributed to this project and despite many frustrations and delays stayed focused and committed. There are many others who have contributed and also need thanks but Dimmy has led this work admirably for a long time.

Dimmy handed over to Brendan Coulton with intermittent support from David Bratby who has a lot of knowledge and history of the project, to continue coordinating and progressing remediation works.

Finalising the Scope of Works

Handover:

- Brendan, David and Dimmy meetings conducted
- Files saved to google drive
- Confirmation with AWC, documentation and VBCS of all In-Scope properties having work completed as part of the rectification project.
- Introductions and meeting with AWC to confirm status of project and next actions
- Reconciliation of budget vs expenditure

Cladding

The OC Committee agreed to seek review and advice on options for the treatment of the Cladding as part of the remediation works based on the updated advice from AWC as noted above.

AWC was requested to provide a scope of works and engage Insite Engineering Pty Ltd as a specialist service to assess and report on the cladding status and options for treatment within the remediation works.

Works scheduled for November 2022

The inspection was delayed for a number of reasons including:

- Safety issues regarding the roof anchor points not meeting current standards meant the consultants could not abseil down the building to complete the inspection.
- Safety issues with handrail and access point to roof via manhole on level 3. This work was assess and scoped with handrails and safety issues addressed to current standards.

Anchor Points Installation

A scope of works was determined for review and installation of new anchor points, including the installation of a handrail at the manhole point for safe access and egress.

There was a delay in the scheduled appointment for this work to be completed on October 24th 2022 due to an administration failure with VBCS.

The new anchor points system was installed and certified on 23RD November 2023. This delay pushed the ability for the cladding inspection to early 2023.

Cladding Inspection Conducted on Wed 8th February. Thanks to owners for providing access at ground level for the consultants to re-enter building following abseiling.

Scope of Investigation:

Insite Engineering conducted site-based investigatory works on the eastern and western elevations of the building, via industrial rope access techniques and on foot at an accessible Level 4 balcony at the southern end of the building.
The investigation included a visual and tactile inspection, detection of concealed envelope wall framing via a stud-finder, verification of wall build-up details via small diameter penetrations made through the CFC cladding in strategic locations, use of a borescope and probing of joints to verify details around window penetrations.

Observations by Insite

- The cladding is compressed fibre cement (CFC) with an acrylic render applied over the joints between adjacent cladding panels.
- Cracking to the cladding was observed around fixings, windows, and panel joints.

- The acrylic render over panel joints has failed in some locations, and there is evidence of attempts to seal these exposed joints.
- The cladding is suffering from noticeable deflections due to its lack of rigidity and the differential stresses between different materials.
- As-Built Arrangement
  - The CFC cladding has not been installed in accordance with the design.
  - The cladding is noticeably 'mobile' (exhibits lateral deflection under relatively light hand pressure) and this suggests that it is not sufficiently rigid. As a result, the envelope wall does not behave as a homogenous element, which has likely caused the cracking around the fixings in the least ductile material in the walls (the CFC cladding).
  - The cladding is directly fixed to the stud wall frames, with no secondary structure to pack out the alignment of the external face and ensure a plumb and true finished alignment.
  - The cladding is thinner than stated in the design (8mm instead of 13mm).
  - There is a range of other defects noted, such as improper treatment of window penetrations.
- Conclusion
  - Attempting to repair the cladding by applying a new render surface is unlikely to achieve a 25-year service life. If the current CFC cladding is used as a substrate for a new rendered surface, the observed condition and deterioration is likely to become apparent again.

Identified Options:

1. Completely remove the CFC cladding and reinstate with a new wall system design (most expensive and effective option). This would require further time and design work to develop the replacement methodology. However it would help the OC to achieve a more effective and complete weatherproofing and waterproofing system for the building.
2. Carry out localised repair to cladding issues as they arise. It must be noted that AWC cannot guarantee a long-term solution and in some areas, failures may recur or repairs may not be durable due to practical limitations. However this could be the most sensible option considering the significant cost of the alternative. If this option is selected, the design could be finalised in a shorter timeframe and the work could then be put to tender.

Decision:

AWC agreed to meet with the OC to discuss the above options and support discussions to make a decision on the way forward. Key considerations included:

- Potential time frames and delay to current remediation project. (Includes engineer design to include in scope of works)
- Cost of replacing cladding
- Issue of incorrect installation and product used
- Render existing cladding and local repair – longevity and durability – limited guarantee

The OC Committee met on March 9th 2023 with the following decisions relating the Remediation Works:

1. Proceed with current Rectification works as scoped and detailed by AWC to address waterproofing issues. This will be with a modified approach to the cladding which will be a temporary and modified approach to make good waterproofing, noting this will not be a permanent fix but provide time to consider the Cladding options and not delay the rectification works any further. It was noted that the temporary cladding solution is time limited and may require ongoing local fixes for any future leaks.
2. AWC will modify the scope of works and provide a final scope of works for OC Committee approval. Upon approval finalise tender document and seek tender submissions.
3. Engage a specialist consultant to review cladding and provide a preliminary guidance on best solution for replacement of the cladding.

Outcomes to date:

1. The Final Scope of Works has been received by Australian Waterproofing Consultants on 17th April. This full report is attached to this report.

   A quick summary of the updates are:

   - Addition of temporary lightweight cladding repairs
   - Further inclusion for the Contractor to seek civil engineering input where required
   - Allowance for paint matching and approval
   - Allowance for timber repairs (if necessary)

   The Pricing Schedule is currently being completed that will include a spreadsheet of work items and specifications. This will provide some insight into what a balcony tiling might cost for example.

   The OC are required to provide direction and decision on tiles, type and size. Consideration of choice for tenants of 2-3 or one option only.

2. OC Committee approved progression to Stage 2 of the Scope of Works- Tendering

   Prepare a tender package including:
   - Letter of invitation to tender;
   - Tender form;
   - Tender Conditions and Contract for the works (if not supplied by the OC);
   - Tender Pricing Schedule; and
   - All technical design documentation.

   AWC will assist the OC in navigating the tendering stage and will help with identification of up to three suitable contractors and develop a timeline for tender submission. Correspondence with the tenderers and the OC will be conducted via telephone or video conference. Face-to-face meetings can be arranged but will incur additional costs.

   AWC has allowed for the following tasks during the tender period:
   - Management of tenderer communication and respond to questions and RFIs;
   - One on-site tender meeting with tenderers (two representatives from AWC for up to four
   - hours);
   - Receive the tenders on behalf of the OC;
   - Review submitted tenders on the basis of technical approach, pricing and construction method;
   - Recommend a tenderer for the works based on the submissions received. AWC has allowed
   - for one face-to-face meeting with a representative of the OC for four hours to present and
   - discuss the tender submissions. The final tenderer recommendation will be presented via a
   - tender assessment letter addressed to the OC; and
   - Revise the Technical Specification (Issue for Construction) based on any clarifications and
   - changes during the tender phase.

   The Tender Timeline and Process
   - Tender Documents will be finalised X
   - Tender Advertised to Market
   - Tender Applications Close
   - Tender Assessments
   - Preferred Contractor Identified
   - OC to Approve Contractor

3. Specialist Consultant contacted on 23rd March and quote requested for detailed inspection and costing to understand what the potential costs and scope of works might look like before making any further decisions regarding future treatments of the cladding. AWC requested to send all documents related to the Rectification works, this has been done and AWC are following up.

Next Steps:

Finish off the tender documents which will require a few more weeks. Upon release of the information to the contractors AWC will arrange to take contractors on site so they may get a better idea of the scope for their quoting. Generally, this would take 2-4 weeks from the inspection date for contractors to prepare their bid.
On top of that there will be some time to review the tenders before submission of our tender assessment and ultimate recommendation.

In terms of obtaining a suitable works contract, AWC have suggested the OC consider and or seek advice for options:

1. Let the contractor propose a set of terms (and possibly negotiate those). This has a higher risk as the terms will typically favour the contractor. This approach is sometimes used on smaller projects. However it is important to review their proposed terms and understand the risks, and a lawyer would be best to help with this.
2. Use a standard contract, for example one of the Australian standards (for example AS 4905 for a superintendent-administered project) or other standard contracts such as those mentioned in the link above (AS 4000, AS 4906). AWC are not lawyers so we can only provide limited advice on this as it's outside their area of expertise. Note the annexure in Part A (page 21 of AS 4905-2002) or other equivalent annexures would need to be completed.
3. Obtain advice from a lawyer on an appropriate form of contract. This is the best option from a risk management perspective as in our experience the lawyer would typically be able to suggest or prepare a contract and terms that favour the OC. Russell Kennedy is a law firm that we have worked with before on another project (Kyle Gillan: KGillan@rk.com.au) and there are other law firms with experience in construction contracts too.

OC Committee to consider and make decision regarding contract option.

2023 Remediation Works TImeline:

- The timeline proposed from the last AGM was not achieved and has been updated as followed:

Item	***Action***	***Update***	***Status***	***Responsible***
1	*Issue special levy to engage AWC*	*Issued 09/21, due/collected 10/21*	*Completed*	*OC & VBCS*
2	*AWC Stage 1 Inspections*	*Inspections done 12/21*	*Completed*	*AWC*
3	*Install new Anchor Point System*	*Unexpected requirement- Installed and certified.*	*Completed*	*OC*
4	*Cladding Inspection*	*Completed by Insite with Report*	*Completed*	*AWC-OC*
5	*OC Special Meeting*	*Decisions required- treatment of Cladding and Remediation Works* *AWC presented*	*Completed*	*OC*
6	*AWC Stage 1 Finalise Scope*	*Completed*	*April 2023*	*AWC*
7	*Provide AGM Progress Report*	*Completed*	*April 2023*	*OC – BC*
8	*AWC Stage 2 Tender Requests*	*In Progress*	*April 2023*	*AWC*
9	*AWC Stage 2 Final Pricing*	*Yet to commence, anticipated 05/23*	*June 2023*	*AWC*

10	*Final Cost allocation*	*Yet to commence, anticipated 05/23*	*June-July 2023*	*Surveyor*
11	*Communication Final Cost to Owners & Special Resolution*	*Yet to commence, anticipated 05/23 –06/23*	*July 2023*	*OC & VBCS*
12	*Lot Owner Payments – Special Levy Collection (private &*	*Yet to commence, anticipated 06/23*	*July onwards 2023*	*OC & VBCS*
13	*Commencement of works*	*Builder availability dependent on Tender Outcome*	*August +2023*	*TBA*

Remediation Project Update Report April 2024

Timeline of actions updated as at April 2024:

Item	*Action*	*Status Update*	*Status*	*Responsible*
1	*Tenders received, evaluated and selection*	*Tenders delayed due to submission extension request from tenderers. Lack of submissions. Sept 23.*	*Completed October 2023*	*AWC OC*
2	*AWC Stage 2 Final Pricing*	*Draft costings provided for common property and private lots owner works provided. Some final unknowns to be investigated with final tender price, anticipated 12/23*	*Dec 2023 Completed*	*AWC Abode*
3	*Letter if Intent*	Letter of intent completed to engage Abode Restorations.	*October 2023 Completed Nov 3*	OC
4	Owners sent letters of Remediation Progress and to clarify each Lot status	AGM Minutes Sent by Turnbullcook Project Progress update *Status of Lot inclusion letter* *Indicative cost and progress updates. Noting many lots did not respond*	*Nov 2023 Completed*	*OC & Turnbullcook*
5	*Final Scope of Works*	*Tender Site Meeting to clarify Final Scope of works (Cladding and Waterproofing). Including revising private lot balconies and planter boxes (Common Property and Private).* *Building Plans Completed to highlight balconies and planters*	*17 Nov 2023*	*Go Projects* *Abode* *OC*
6	*Phase 1 of Project Works*	*Complete onsite inspections and investigations to finalise pricing.* *Go*	*Nov 2023 Completed*	*Abode*
7	*Cladding Specialist engaged*	*Quote received from GO Projects-Vytas for Cladding review works*	*Nov 2023 Complete*	*OC-AWC*

8	*Cladding Specialist Scope of Works and Phasing commences*	*Sign Contract commence phases of work to align to March 2024 remediation works*	*Nov 2023 In Progress January 2024 Completed*	*OC Go Project*
9	*Cladding works to be included into Remediation Project*	*Recommendation made to OC that cladding works be included into Remediation Project to ensure all waterproofing issues are addressed. Cladding Deteriation issue highlighted via specialist report:* *Resolved:* *AWC, Abode, GO Projects and OC meeting to review and agree on revised scope of works.*	*7 Dec 2023 Completed*	*OC* *e*
10	*OC to clarify VCAT Orders, including allocation of settlement funds for common property and private lots (for owners who were part of VCAT Action).* *Confirm list of owners who were part of action*	*Emails and correspondence with Tischer Liner, previous OC members.* *Clarification of VCAT orders*	*Dec 2023 Completed*	
11	*Engage Superintendent-* *Confirmation of Specialist Consultants to be engaged for next pre-project requirements*	*Quote provided by Vytas to act as SuperIntendant. AWC role to be completed.* *Onsite Inspections 21 Dec*	*Dec 2023*	
12	*OC to explore loan options as potential requirement for funding part of Remediation Works*	*Via Turnbullcook, see loan options and understanding of terms and conditions.*	*Commenced in Dec 2023-* *In Progress*	*OC* *Turnbullcook*
13	*Christmas and Holiday Break*	*Noting 4 week break*		

14	*Preliminary Façade Design completed.* *Town Planning Issue*	*Confirm cladding replacement materials (Prefinish and FC Sheet)* *Treatment of Timber blades- privacy screens. Remediation decision as replacement high cost*	*Completed 2 Feb 2024*	
15	*Construction Contract*	*Engage Lawyer to Draft Contract* *Final Construction Contract completed by OC member following clarification of clauses and Abode inputs*	*Contract Draft completed18 Feb 2024* *Final Proposed Contract 27th March*	*OC*
16	*Finalise Pricing including breakdown of Common Property and Private Lot components*	*First Pricing Received 20th Feb* *Questions for clarification sent* *Abode provided. Clarifications via Q&A via Vytas completed to final pricing.*	*March 2024* *Completed*	*Abode* *Vytas* *OC*
17	*Lot Owner Payments – Special Levy Collection (private & common) works)*	*Yet to commence, anticipated late 12/23*	*Dec 2023 onwards* *Ballot Notice Sent April 2024*	*OC & Turnbullcook*
18	*VCAT Settlement Monies*	*Clarification of Total amount current sitting with Tischer Liner Lawyers in Trust* *Confirmation of VCAT action, settlement calculations* *Confirmation of Lot Owners included as part of VCAT Action*	*Completed Feb 2024*	*OC* *Turnbullcook.* *Tischer Liner*
19	*Ballot Process Confirmation for Special Levy to raise funds for project*	*Meetings with OC and Turnbullcook regarding process and obligations regarding raising special levy for Remediation Works.* *Including option of taking out loan as last resort to raise funds.* *Ballot sent to lot owners 17th April 2024. 14 day timeframe. Common Property Pricing*	*Completed February 2024*	*OC* *T/C*

20	*Building Surveyor appointment* *Specialist Consultant Engagements* *Pricing Schedule*	*Go Projects and OC work on engagement of consultants to align permits, drawings etc*	*March 2024* *In Progress*	
21	*Commencement of works*	*Builder availability dependent (Q3 2023)*	*Predicted May 2024*	*Abode*

Background information:
2004 - Occupancy Certificate
2006-2008 - SMA write to Lanteri Partners about defects, SMA report fixing roof leaks, plumbing defects, incorrect installation of box gutters and re-waterproofing plantar boxes.
2009 - 1st mention of balcony water leaks. SMA completes waterproofing works to two balconies and horizontal areas on level 4.
2011 - OC Observes increasing reports of water ingress. Insurance >100%
2012 - Legal and building experts engaged to negotiate repairs with builder.
2014 - OC engages Tisher Liner, OC and consenting lot owners VCAT application lodged. (Owners with known defects to their private lots had the option to consent to be part of the legal proceedings, to be entitled to a contribution from the potential settlement funds). Building report prepared for VCAT. Defects estimated to be around $840,000. Scheduled VCAT mediations and directions hearing deferred to 2015.
2015 - VCAT Mediation(s) and Directions Hearing.
2016 - VCAT Hearing Settlement $500,000 inclusive of common property and private lot claims. These funds remain in a trust held by Tisher Liner FC Law accruing interest.
2017 - AWC first engaged.

A significant amount of work was undertaken by the Committee between 2017 and 2020 in preparing a scope of works (prepared by AWC - dated 22/09/2017) and obtaining quotations. From those quotes provided, a company called Duratec was identified as the preferred contractor to carry out the remediation works. In June 2020, all owners were sent letters advising them of estimated costs (covering both private and common works) and, inter alia, seeking support for the project proceeding, and whether or not they consented to have private works undertaken as part of the larger project. A list of FAQ's was also included at that time.

The planned remediation project of that time did not proceed, due to a combination of the significant impact of COVID-19, the time taken in between obtaining original quotes and maintaining up-to date quotes given the changing nature of the project and construction industry limitations and issues.

From 2021 AGM Report (July) and next steps:

- The OC had intended to obtain final quotes for the Common Property repairs and for the Private Lot works that owners have consented to include in the project in the final quarter of 2020. However, it has taken longer than anticipated to finalise the scope for numerous reasons. These include COVID-19 restrictions and the fact that the initial inspections were performed in 2017/18, and new problems have arisen from the previously identified defects.
- The committee decided, in order to ensure works are all encompassing and completed successfully, to engage a waterproofing expert to reassess and finalise the scope of the works, liaise with builders to send works for tender and to project manage the construction phase of the project.
- To fulfil this role, the OC selected Karl Wooton from Australian Waterproofing Consultants (AWC) and sought a quote for the following 3 stages: 1. Inspecting and finalising the scope; 2. Sending out the work for tender; 3. Project management of the repair works with the selected builder. We have met with Karl to discuss the details of this and are awaiting his quote for the above. Once we receive the quote, the OC will be issuing a special levy to cover stages 1 and 2. Please note, settlement funds cannot be used towards this aspect of the project, they can only be used in the constructions phase, stage 3 of the project management.

- It is noted that the final scope that will be tendered upon will only include the Common Property repair works and the Private Lot works of lot owners who have consented to include their works in the project. It is also noted that where a lot owner is entitled to a contribution from the $500k settlement funds towards the cost of repairs to their private lot, this contribution will only be made if the private lot works are consented to as part of the project. If a lot owner did not consent to include their private lot repairs in the project and subsequently finds that they are required to repair their private lot, no contribution from the settlement fund will be available. Further details of the allocation of the settlement funds can be found in the June FAQ document that was provided to all owners.

Cladding Replacement
BC met with AWC and Vytas from GoProject Management on site Friday 10th November 2023 to inspect cladding, discuss proposal and next steps with regard to options for replacement of cladding which is deteriorating and considered essential in ensuring all waterproofing issues are addressed concurrently. The original scope of work has a provision for repair of cladding to make good which would only provide a temporary solution and cladding will continue to deteriorate. It was noted that the cladding had been installed incorrectly.

Proposal provided with costings to coordinate project, engage consultants and contractors for work, including quote, timelines etc. Specialty area, has contacts for this work, can do in timely manner. Please see below phases for this work.

This will also provide assurance for that we are addressing all waterproofing issues that maybe associated with the deteriorating cladding.

On the basis of The OC via GO Projects received market bids for the design phases of the project and provided a proposed budget. There was strong interest from consultants in the project and the pricing received was quite competitive, especially considering the time of year. The deviation between low and high offers were low, which provides confidence the offers/tenders provided were well grounded.

The Proposed Budget was approved by the OC
Total of Consultants Fees including allowances for adjustments, and ancillary works $93,805.25
Consultant engagement 8% $7,504.42
Total Budget for Approval $101,309.67
Includes specialist consultants for

- Architect
- Complete design basis for cladding replacement works.
- Town Planning
- External Building Condition Report
- Building Condition Report to document
- Land Surveying to survey existing building façade and provide CAD files for architect
- Structural Engineer
- Façade Engineer
- Water Testing - novated to builder
- Relevant Building Surveyor
- Disbursements, RBS dispensations, council fees, cladding and building permit levy
- Allowance for all sundries fees, titles, etc, cladding and levy fees, ESD updates (Provisional Sum)

Project Update- January 22nd 2024

1. Builder (Abode) returned from leave. Follow up meeting to discuss and review pricing as well as feedback from their visit late last year (including any temporary works).
2. Land surveyor engaged and have undertaken survey.
3. Architect engaged and has commenced design works, using survey information.
4. Building defect consultant report due mid-week, results to be feed into design as well.

Actions forward

- Expecting preliminary design to be completed in the next 2 weeks for review by Waterproofing Consultants.
- Pricing to be received from Abode for temp works as well as package price.
- Building surveyor to be engaged.

February 2024

- The works progressing and potentially due to commence in April/May 2024. Pending final quote and pricing and raising of Levies
- Clarification of role of contractors involved in The Project:·

Australian Waterproofing Consultants (AWC): provide consulting services, tender and site assistance for remediation works.

Go Projects: hold expertise in cladding replacement and will provide project management going forward for the Remediation Project as a whole as the specialist inputs from AWC have been completed. The OC Committee received advice from AWC, Abode and Go Projects that the two components of the remediation works (1. Waterproofing and 2. Level 4 Cladding repairs) would be managed as a single project, "The Project".

Joining the two aspects of the remediation works into a single project will reduce costs and time and was noted by Committee members as necessary for determining the budget requirements. The OC voted to have 1 project works cover both components.

Financing

The Committee sought clarification from Turnbull Cook of the requirements under the Owners Corporations Act on raising a Special Levy for financing the project. The Committee also explored potential option of bank loan to seek funding, but don't draw down on approved amount, interest only on amount used. The Committee confirmed that investigations have been made already via Turnbull Cook and quotes will be provided.

March 19 OC

On-site committee member met Abode Projects for an updated quote to replace the decorative timber battens at the front and rear of the building. The resulting quote came in at approximately $350,000. OC explained the original Project scope included a restoration rather than a replacement of the decorative timber. Restoration involves stripping and re-staining the timber, as well as a contingency for replacing battens that are irreparable.

(Go Projects), recommended the Committee remain with the original approach to restore, rather than take on the additional $350,000 for batten replacement but will confirm this with Abode.

Referring to quote from Abode dated 19 February, 2024, OC explained that Go Projects would be going back to Abode with cost savings involving:

- Removal of $200,000 to manage sub-consultants for hydraulic and civil engineering.
- Removal of $350,000 approx. for 'Deco-Batten' replacement.
- Instead of Abode Projects managing the hydraulic and civil engineering, Go Projects has proposed the Committee manage the sub consultants ourselves and pay them directly, resulting in an anticipated cost saving of approximately $90,000.

OC clarified the $300,000 minimum recommended contingency is required by the Owners Corporation, not by Abode Restoration. This contingency is to be removed from the quote provided by Abode but raised by the OC to have at hand.

The Committee approved the above recommendations

21 March
Final Pricing to be received this week. Abode will remove the $300k cost for special wood, contingency costs and engineers costs from their preliminary quote, although the OC would need to add the latter costs (contingency and engineers), plus the cost for Go Projects, to our total costs.

Once we have all these costs, Turnbull Cook can calculate each individual unit owner's cost to enable the ballot voting for the project and loan approval.

Abode require 6 car spaces for the project period, and will need to set up an office and toilet on site.

OC gave a review of the proposed contract with Abode, and will circulate a separate summary separately. Some key points included:

- **OC to decide if defect liability period (DLP) should reset if defects found within first 12 months after Practical Completion (PC).**
- **A Dilapidation Survey is needed to indicate the condition of the building.**
- **OC to decide on Liquidated Damages cost per day of delay after (PC).**
- **A security for 5% of the contracted sum is required - this is to be provided by the contractor.**
- **The OC needs to sign a document confirming our understanding and intent of escalation clauses.**
- **Currently, the Superintendent of the project, namely Go Projects, can agree to any variations that arise and any Extension of Time request without input from OC committee. This needs to be addressed with legal advice**

8 April
Meeting Notes
OC presented the final payment schedule from Abode for approval by the Committee. After additional costs the total Project cost is estimated at $2,053,783. Approximately 25% of the Total Tender Price is for work to repair private lot property defects and is to be taken out of the Project cost when determining special levy contributions.

GO Projects noted the quote from Abode Restorations is valid for 60 days. He pointed out that investigations by Abode into the hydraulics on the roof resulted in a reduction in costs from $600k to $150k.
The Committee agreed to accept the final pricing from Abode.

SPECIAL LEVY
OC confirmed that Turnbull Cook has the details required for calculating special levy payments. Turnbull Cook to determine individual lot liabilities by end week for review and approval by the Committee.

Turnbull Cook, suggested levies be raised so 50% of funds are received before the project commences.

Ballot required to commence the works is only necessary for funding common property.

Turnbull Cook will become an administrator for the private lot works. A separate circular will be issued to [affected lot owners?] address this aspect of The Project.

Ballot Timeline
14 days for responses to be received.
14-21 days for notice of AGM meeting pack to go out.
Hypothetical situation
Day 1 Paperwork about vote goes out.
Day 7 Responses back
Day 10 Q&A session
Day 14 Last Day of voting
Issue AGM notice first. Then ballot notice.

CONTRACT Deposits aren't required for Owners Corporation projects, rather receive monthly progress payments. Expected payment term is 14 days as Abode is classified as a SME. Superintendant to certify invoices ahead of payment.

Estimated project duration is 4-6 months, but delays are anticipated.
OC summarised the key items arising from her expert review of the AS4905 Minor Works Contract and urged the Committee to read her email of 27 March to be informed about amendments ahead of contract execution. The Committee voted in
favour of the following:

- Security: 5% of contract value. Abode to receive 2.5% after Practical Completion and remaining 2.5% at end of Defect Liability period.
- Liquidated Damages per day of delay - $1500-$2000. Needs to be sufficient to cover hourly rates needed for Vytas, Tom (Abode), engineers etc.
- Amend General Contract Terms so that the Project Superintendent (GO Projects) seeks Committee approval before extending time, or making payments to Abode Restoration.

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Application to register a plan of subdivision not related to acquisition by an acquiring authority

Subdivision Act 1988

Reg 38(1)(b), **Subdivision (Procedures) Regulations 2000**

PS512432Q
15/11/2004 $5385 PS

OFFICE OF TITLES B.P.G. VICTORIA

Form 10

Lodged by:
Name: **MIDDLETONS LAWYERS**
Phone: (613) 9205 2000
Address: Level 29, 200 Queen Street, Melbourne
Ref: SZH.1740981
Customer Code: 1255H

DPS5124320-1-5

To the Registrar

Plan No. PS512432Q

This is an application by the registered proprietor/owner of the land in the plan PS512432Q for registration of the plan.

1. Applicant: *(full name and address including postcode)*

SMA BUILDING PTY LTD (ACN 086 815 465) of 31 Regent Street, Prahran, 3181

2. Land: *(insert volume and folio references or other land description as necessary of all land in the plan)*

The whole of the land more particularly described in Certificate of Title Volume 10231 Folio 569

3. Municipal district in which land is located: *(insert name of Council and address of municipal office)*

City of Boroondara

Date: 12.11.04

Signed: .....

Justin Thomas Greening Lethlean
MIDDLETONS LAWYERS
Current Practitioner under the *Legal Practice Act* 1996
for the Applicant

Note 1: Consents of all mortgagees annuitants lessees sub-lessees and caveators as required by section 22(1) of the **Subdivision Act 1988** must be endorsed on this application or produced with this application. If every consent is not endorsed or produced then an application under section 22(1B) of the **Subdivision Act 1988** must accompany this application (see Form 11).

Note 2: If easements or restrictions are created varied or removed by this plan the supporting documents referred to in section 6(1)(j) or (k) of the **Subdivision Act 1988** or regulation 39(3) of the Subdivision (Procedures) Regulations 2000 must be produced to the Registrar.

Note 3: This form is also to be used by the applicants acting under section 32A of the **Subdivision Act 1988**. Any applications under section 32 of the **Subdivision Act 1988** must be made on Form 16.

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CONSENT OF MORTGAGEE

NATIONAL AUSTRALIA BANK LIMITED as Mortgagee under Mortgage No. AC007992C secured over Certificate of Title Volume 10231 Folio 569 hereby consents to the within Application to Register Plan of Subdivision PS512432Q.

Please register the within Application and on completion issue new Certificates of Title to National Australia Bank

Dated the EIGHTH day of NOVEMBER 2004

(sealing clause of NAB)

Executed by National Australia Bank Limited by being signed, sealed and delivered in Victoria by its Attorney CLINTON THOMAS TILLEY under Power of Attorney dated 28/02/1991 (a certified copy of which is filed in Permanent Order Book 277 at Page 3) who declares that he/she holds the office in the Bank indicated under his/her signature in the presence of:

Adam Spicer.

ADAM SPICER.

(please insert order to register)

MANAGER 2000

DPS5124320-2-3

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SPECIAL RULES – 151-155 BURWOOD ROAD, HAWTHORN

BODY CORPORATE RULES - UNLIMITED

Body Corporate No. 1

1. DEFINITIONS

In these rules:

(a) "Act" means the Subdivision Act 1988;

(b) "Building" means the building constructed on the Land;

(c) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

(d) "Land" means the whole of the land described in the Plan;

(e) "Managing Agent" means the person for the time being appointed by the body corporate as its managing agent or if no person is for the time being appointed, the secretary of the body corporate;

(g) "Plan" means plan of subdivision No. PS512432Q;

(h) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;

(i) Unless the context otherwise requires -

(i) headings are for convenience only,

(ii) words importing a gender include any gender,

(iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency,

(iv) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,

(v) a reference to any statute, regulation proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issues under that statute,

(vi) a reference to a body corporate includes any elected committee of the body corporate, and

(vii) a reference to a thing includes part of that thing; and

(j) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or

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persons to whom they are given.

2. SUPPORT AND PROVISION OF SERVICES

2.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a lot must not:

2.1.1 do anything or permit anything to be done on or in relation to that lot or the common property so that:

(a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;

(b) the structural and functional integrity of any part of the common property is impaired; or

(c) the passage or provision of services through the lot or the common property is interfered with.

3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

3.1 A proprietor or occupier of a lot must not:

3.1.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or

3.1.2 obstruct the lawful use of common property by any person.

3.1.3 without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.

3.2 A proprietor or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

3.3 A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the body corporate or its Managing Agent may designate from time to time.

3.4 A proprietor or occupier of a lot must not permit any child under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.

3.5 A proprietor or occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

4. CLEANING OF A LOT

4.1 A proprietor or occupier of a lot must keep that lot clean and in good repair.

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5. DAMAGE TO COMMON PROPERTY

5.1 A proprietor or occupier of a lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

6. MOVING OF CERTAIN ARTICLES

6.1 A proprietor or occupier of a lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Managing Agent in sufficient time to enable a representative of the Managing Agent to be present.

6.2 A proprietor or occupier of a lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property via the service lifts and in accordance with the directions of the Managing Agent.

6.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Managing Agent and the proprietor or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the lot will be liable for any damage caused to the common property arising from the movement of the article.

6.4 Without limiting the generality of the foregoing rules, a proprietor or occupier of a lot may only move articles likely to cause damage through the **basement car park lobby.**.

7. INTERFERENCE WITH COMMON PROPERTY

7.1 A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

7.2 A proprietor or occupier of a lot must not, without the written authority of the body corporate or its Managing Agent, interfere with the operation of any plant and equipment owned by the body corporate installed on the common property.

7.3 A proprietor or occupier of a lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that lot without the prior written consent of the body corporate.

7.4 A proprietor or occupier of a lot must not install nor permit the installation of covering to any storage areas other than as permitted by the body corporate.

7.5 A proprietor or occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the body corporate.

7.6 A proprietor or occupier of a lot must not enter any plant room without the consent of the body corporate.

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8. SECURITY OF COMMON PROPERTY

8.1 A proprietor or occupier of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

9. NOTIFICATION OF DEFECTS

9.1 A proprietor or occupier of a lot must promptly notify the body corporate or its Managing Agent on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

10. COMPENSATION TO BODY CORPORATE

10.1 The proprietor or occupier of a lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

11. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

11.1 The body corporate may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:-

11.1.1 close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;

11.1.2 permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and

11.1.3 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots

11.1.4 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots;

11.2 A proprietor and occupier of a lot must abide by any actions taken by the body corporate in accordance with this rule 11.1.

12. SECURITY KEYS

12.1 The body corporate may charge a reasonable fee for any additional Security Key required by a proprietor.

12.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the proprietor or the body corporate.

12.3 A proprietor or occupier of a lot in possession of a Security Key must not without written consent from the body corporate duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is

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not lost or handed to any person other than another proprietor or occupier and is not dispose of otherwise than by returning it to the proprietor or the body corporate.

12.4 A proprietor or occupier of a lot must promptly notify the body corporate if a Security Key issued to him is lost or destroyed.

13. GARBAGE

13.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

13.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:

13.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;

13.2.2 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate; and

13.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property, and;

13.2.4 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

14. CONSENT OF BODY CORPORATE

14.1 A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

15. COMPLAINTS AND APPLICATIONS

15.1 Any complaint or application to the body corporate must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the body corporate.

16. VEHICLES ON COMMON PROPERTY

16.1 A proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the body corporate from time to time and must observe any parking directions given orally or published by the Managing Agent from time to time in respect of parking.

16.2 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.

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17. STORAGE OF BICYCLES

17.1 A proprietor or occupier of a lot must not:

17.1.1 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the body corporate or its Managing Agent for such purpose and fitted with bicycle racks from time to time;

17.1.2 permit any bicycle to be brought into a lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the body corporate or its Managing Agent from time to time.

18. INSURANCE PREMIUMS

18.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

19. FIRE CONTROL

19.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

19.2 A proprietor or occupier of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the lot.

19.3 A proprietor or occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

20 SIGNS, BLINDS AND AWNINGS

20.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate erect or affix any sign or notice to any part of the common property unless approved by the body corporate.

20.2 A proprietor or occupier of a lot must not install or permit the installation of any window coverings other than cream or timber venetians or such other window coverings permitted by the body corporate from time to time.

20.3 A proprietor or occupier of a lot must not install or permit the installation, any awnings other than as approved by the body corporate.

20.4 Nothing in rule 20, prohibits the proprietor or occupier of a lot used as a restaurant, café or for other commercial purposes from affixing a sign to the common property provided the sign:

(a) is only for the purposes of identifying the business carried on from the lot and the hours of operation of the business; and

(b) does not exceed 420mm in width and 297mm in height; and

(c) complies with the requirements of all relevant authorities.

21. APPEARANCE OF A LOT

21.1 Without limiting any other of these rules, a proprietor or occupier of a lot must not:

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21.1.1 without prior written consent of the body corporate maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building;

21.1.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the body corporate;

21.1.3 operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;

21.1.4 without the prior written consent of the body corporate attach to or hang from the exterior of the lot any aerial or any security device or wires;

21.1.5 install or operate any intruder alarm which emits an audible signal;

21.1.6 allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change; and

21.1.7 install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.

21.1.8 install any air conditioning unit in a lot other than in a place nominated by the body corporate.

21.1.9 install any pipes, wiring, cables or the like to the external face of the Building.

22. PAINTING, FINISHING, ETC

22.1 A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property.

23. CLOTHES DRYING AND APPEARANCE OF A LOT

23.1 A proprietor or occupier of a lot must not place any washing, towel or other article so as to be visible from the common property or outside the Building without the written consent of the body corporate.

23.2 A proprietor or occupier of a lot must not affix any external blind or awning to the lot without the consent of the body corporate.

24. COMPLIANCE WITH RULES BY INVITEES

24.1 A proprietor or occupier of a lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.

24.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

25. COMPLIANCE WITH LAWS

25.1 A proprietor or occupier of a lot must at the proprietor's or occupier's own expense

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promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.

25.2 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their representative invitees.

26. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

26.1 A proprietor or occupier of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the body corporate to a third party from time to time.

26.2 A proprietor or occupier of a lot must not interfere with or obstruct the Building Manager from performing its duties under any Building Management Agreement entered into from time to time.

27. VEHICLES ON COMMON PROPERTY

27.1 A proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the body corporate from time to time and must observe any parking directions given orally or published by the Managing Agent from time to time in respect of parking.

27.2 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailers or motor cycles.

27.3 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.

27.4 A proprietor or occupier of a lot must not park within those allocated spaces for visitors parking.

27.5 A proprietor or occupier of a lot must not permit a visitor of their lot to use those spaces allocated for visitors parking for more than 48 hours without special permission from the body corporate or the Managing Agent.

27.6 A proprietor or occupier of a lot must ensure that a visitor to their lot using the space allocated for visitors parking must sign the register and provide details of vehicle registration, apartment number and time and date of arrival.

27.7 A proprietor or occupier of a lot must not permit anyone to park in a space allocated for visitor parking where the purpose of the visit is to attend a property other than 125 Ormond Road, Elwood.

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28 BUILDING WORKS

28.1 A proprietor or occupier of a lot must not undertake any building works within or about or relating to a body corporate member's lot except in accordance with the following requirements:

28.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the body corporate and then strictly in accordance with those permits approvals and consents and any conditions thereof;

28.1.2 The proprietor or occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other lot owners and occupiers;

28.2 The proprietor or occupier of a lot must not proceed with any such works until the proprietor or occupier:

28.2.1 Submits to the body corporate plans and specifications of any works proposed by the proprietor or occupier which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

28.2.2 Supplies to the body corporate such further particulars of those proposed works as the body corporate may request and as shall be reasonable to enable the body corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and

28.2.3 Receives written approval for those works from the body corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the body corporate (which cost may include the costs of a building surveyor engaged by the body corporate to consider such plans and specifications) by the proprietor or occupier and such approval shall not be effective until such costs have been paid;

28.2.4 Pays such reasonable costs to the body corporate;

28.3 The proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;

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28.4 Without limiting the generality of sub-paragraph (iv) the proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

28.4.1 building materials must not be stacked or stored in the front side or rear of the Building;

28.4.2 scaffolding must not be erected on the common property or the exterior of the Building;

28.4.3 construction work must comply with all laws of the relevant Government Agencies;

28.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state

28.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.

28.5 Before any of the proprietor or occupier's works commence the proprietor or occupier must:

28.5.1 cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the body corporate; and

28.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate;

28.6 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant lot or of the body corporate in the case of common property;

28.7 The proprietor or occupier of a lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the body corporate may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying;

28.8 The proprietor or occupier of a lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the body corporate's election) to reimburse to the body corporate the cost incurred or to be incurred by the body corporate in making good any such damage.

29 CONDUCT OF MEETING

29.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

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30 SELLING AND LEASING

30.1 A proprietor or occupier of a lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the body corporate.

31 USE OF APPURTENANCES

31.1 The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage shall be borne by the lot owner or occupier causing the damage or blockage.

32 INFECTIOUS DISEASES

32.1 In the event of any infectious disease which may require notification by virtue of any statute; regulation or ordinance affecting any person in any lot, the Proprietor of such lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto the body corporate and shall pay to the body corporate the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

33 ACCESS TO LOTS

33.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the body corporate or the committee of the body corporate and its servants, agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the lot owner in cases where such leakage or defect is due to any act or default of the said lot owner of his or her invitees). The committee of the body corporate, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the lot owner or occupier as is reasonable in the circumstances.

34 COMMERCIAL AREA

34.1 Without limiting any other rule, the proprietor or occupier of any lot used as a restaurant, café or for other commercial purposes must:

34.1.1 take out its own bins on each garbage collection day and bring the bins in before 8am on each collection day;

34.1.2 avoid unnecessary noise when filling bins;

34.1.3 ensure lids on bins are securely closed at all times and ensure that bins are kept clean;

34.1.4 ensure all cardboard and paper waste is cut up or folded so as to fit in bins;

34.1.5 store all bins within appropriate areas of the lot and must not store bins or leave garbage on common property;

34.1.6 complies with all health, noise and other regulations in carrying on the business from the lot; and

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34.1.7 not carry on the business (nor allow access to the lot for cleaning) outside the hours of 7:00am and 11:00pm on weekdays and 7:00am and 12:00 midnight on weekends.

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SPECIAL RULES – 151-155 BURWOOD ROAD, HAWTHORN
BODY CORPORATE RULES – LIMITED
Body Corporate No. 2

1. DEFINITIONS

In these rules:

(a) "Act" means the Subdivision Act 1988;

(b) "Building" means the building constructed on the Land;

(c) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

(d) "Land" means the whole of the land described in the Plan;

(e) "Managing Agent" means the person for the time being appointed by the body corporate as its managing agent or if no person is for the time being appointed, the secretary of the body corporate;

(g) "Plan" means plan of subdivision No.PS512432Q;

(h) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;

(i) Unless the context otherwise requires -

(i) headings are for convenience only,

(ii) words importing a gender include any gender,

(iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency,

(iv) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,

(v) a reference to any statute, regulation proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issues under that statute,

(vi) a reference to a body corporate includes any elected committee of the body corporate, and

(vii) a reference to a thing includes part of that thing; and

(j) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the

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body corporate from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. SUPPORT AND PROVISION OF SERVICES

2.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a lot must not:

2.1.1 do anything or permit anything to be done on or in relation to that lot or the common property so that:

(a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;

(b) the structural and functional integrity of any part of the common property is impaired; or

(c) the passage or provision of services through the lot or the common property is interfered with.

2.2 A proprietor or occupier of a lot must not install a safe or other item of greater mass than 100 kg or producing a floor loading of greater than 150 kg per square metre when full without the written consent of the body corporate.

3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

3.1 A proprietor or occupier of a lot must not:

3.1.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or

3.1.2 obstruct the lawful use of common property by any person.

3.1.3 without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.

3.2 A proprietor or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

3.3 A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks, areas set aside for plant and storage, pool and gymnasium forming part of the common property or such other parts of the common property as the body corporate or its Managing Agent may designate from time to time.

3.4 A proprietor or occupier of a lot must not permit any child under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.

3.5 A proprietor or occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

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4. CLEANING OF A LOT

4.1 A proprietor or occupier of a lot must keep that lot clean and in good repair.

5. DAMAGE TO COMMON PROPERTY

5.1 A proprietor or occupier of a lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

6. MOVING OF CERTAIN ARTICLES

6.1 A proprietor or occupier of a lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Managing Agent in sufficient time to enable a representative of the Managing Agent to be present.

6.2 A proprietor or occupier of a lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property via the service lifts and in accordance with the directions of the Managing Agent.

6.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Managing Agent and the proprietor or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the lot will be liable for any damage caused to the common property arising from the movement of the article.

6.4 Without limiting the generality of the foregoing rules, a proprietor or occupier of a lot may only move articles likely to cause damage through the **basement car park lobby.**

7. INTERFERENCE WITH COMMON PROPERTY

7.1 A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

7.2 A proprietor or occupier of a lot must not, without the written authority of the body corporate or its Managing Agent, interfere with the operation of any plant and equipment owned by the body corporate installed on the common property.

7.3 A proprietor or occupier of a lot must not modify any air conditioning, heating, ventilation system or associated ducting servicing that lot without the prior written consent of the body corporate.

7.4 A proprietor or occupier of a lot must not install nor permit the installation of covering to any storage areas other than as permitted by the body corporate.

7.5 A proprietor or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the written consent of the body corporate.

7.6 A proprietor or occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the body corporate.

7.7 A proprietor or occupier of a lot must not enter any plant room without the consent of the body corporate.

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8. SECURITY OF COMMON PROPERTY

8.1 A proprietor or occupier of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

9. NOTIFICATION OF DEFECTS

9.1 A proprietor or occupier of a lot must promptly notify the body corporate or its Managing Agent on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

10. COMPENSATION TO BODY CORPORATE

10.1 The proprietor or occupier of a lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

11. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

11.1 The body corporate may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:-

11.1.1 close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;

11.1.2 permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and

11.1.3 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots

11.1.4 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots;

11.2 A proprietor and occupier of a lot must abide by any actions taken by the body corporate in accordance with this rule 11.1.

12. SECURITY KEYS

12.1 The body corporate may charge a reasonable fee for any additional Security Key required by a proprietor.

12.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the proprietor or the body corporate.

12.3 A proprietor or occupier of a lot in possession of a Security Key must not without written consent from the body corporate duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is

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not lost or handed to any person other than another proprietor or occupier and is not dispose of otherwise than by returning it to the proprietor or the body corporate.

12.4 A proprietor or occupier of a lot must promptly notify the body corporate if a Security Key issued to him is lost or destroyed.

13. GARBAGE

13.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

13.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:

13.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;

13.2.2 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate; and

13.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property, and;

13.2.4 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

14. STORAGE OF FLAMMABLE LIQUIDS

14.1 A proprietor or occupier of a lot must not:

14.1.1 except with the written consent of the body corporate, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in connection with the Serviced Apartment Operation or in the fuel tank of a motor vehicle; or

14.1.2 do or permit anything which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

15. PETS AND ANIMALS

15.1 A proprietor or occupier of a lot must not keep any animal on a lot affected by the body corporate after being given notice by the body corporate to remove such animal after the body corporate has resolved that the animal is causing a nuisance.

15.2 A proprietor or occupier of a lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.

15.3 A proprietor or occupier of a lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.

15.4 A proprietor or occupier of a lot must ensure that no animals are allowed in the swimming pool, sauna and gym area and the garden area. A proprietor or occupier of a

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lot must ensure that animals enter and leave the property through the carpark entrance or firestairs and not through the main entrance lobby unless carried.

16. CONSENT OF BODY CORPORATE

16.1 A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

17. COMPLAINTS AND APPLICATIONS

17.1 Any complaint or application to the body corporate must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the body corporate.

18. VEHICLES ON COMMON PROPERTY

18.1 A proprietor or occupier of a lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the body corporate from time to time and must observe any parking directions given orally or published by the Managing Agent from time to time in respect of parking.

18.2 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the body corporate and the body corporate reserves the right to remove offending vehicles, trailers or motor cycles.

18.3 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.

18.4 A proprietor or occupier of a lot must not park within those allocated spaces for visitors parking.

18.5 A proprietor or occupier of a lot must not permit a visitor of their lot to use those spaces allocated for visitors parking for more than 48 hours without special permission from the body corporate or the Managing Agent.

18.6 A proprietor or occupier of a lot must ensure that a visitor to their lot using the space allocated for visitors parking must sign the register and provide details of vehicle registration, apartment number and time and date of arrival.

18.7 A proprietor or occupier of a lot must not permit anyone to park in a space allocated for visitor parking where the purpose of the visit is to attend a property other than at151-155 Burwood Road, Hawthorn.

19. STORAGE OF BICYCLES

19.1 A proprietor or occupier of a lot must not:

19.1.1 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the body corporate or its Managing Agent

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for such purpose and fitted with bicycle racks from time to time;

19.1.2 permit any bicycle to be brought into a lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the body corporate or its Managing Agent from time to time.

20. INSURANCE PREMIUMS

20.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

21. FIRE CONTROL

21.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

21.2 A proprietor or occupier of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the lot.

21.3 A proprietor or occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

22. SIGNS, BLINDS AND AWNINGS

22.1 A proprietor or occupier of a lot must not without the prior written consent of the body corporate erect or affix any sign or notice to any part of the common property unless approved by the body corporate.

22.2 A proprietor or occupier of a lot must not install or permit the installation of any window coverings other than cream or timber venetians or such other window coverings permitted by the body corporate from time to time.

22.3 A proprietor or occupier of a lot must not install or permit the installation on or to any part of the common property any awnings other than as approved by the body corporate.

23. APPEARANCE OF A LOT

23.1 Without limiting any other of these rules, a proprietor or occupier of a lot must not:

23.1.1 without prior written consent of the body corporate maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building;

23.1.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the body corporate;

23.1.3 operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;

23.1.4 without the prior written consent of the body corporate attach to or hang from

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the exterior of the lot any aerial or any security device or wires;

23.1.5 install or operate any intruder alarm which emits an audible signal;

23.1.6 allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change; and

23.1.7 install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.

23.1.8 install any air conditioning unit in a lot other than in a place nominated by the body corporate on their balcony.

23.1.9 install any pipes, wiring, cables or the like to the external face of the Building.

24. PAINTING, FINISHING, ETC

24.1 A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property.

25. CLOTHES DRYING AND APPEARANCE OF A LOT

25.1 A proprietor or occupier of a lot must not place any washing, towel, bedding clothing or other article so as to be visible from the common property or outside the Building without the written consent of the body corporate.

25.2 A proprietor or occupier of a lot must not place, display or hang any chattel or item (including, without limitation, any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property and the lot without the consent of the body corporate.

25.3 A proprietor or occupier of a lot must not affix any external blind or awning to the lot without the consent of the body corporate.

26. COMPLIANCE WITH RULES BY INVITEES

26.1 A proprietor or occupier of a lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.

26.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

26.3 A contractor shall enter and exit through the basement only.

27. COMPLIANCE WITH LAWS

27.1 A proprietor or occupier of a lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.

27.2 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of

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a lot or their representative invitees.

28. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

28.1 A proprietor or occupier of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the body corporate to a third party from time to time.

28.2 A proprietor or occupier of a lot must not interfere with or obstruct the Building Manager from performing its duties under any Building Management Agreement entered into from time to time.

29 BUILDING WORKS

29.1 A proprietor or occupier of a lot must not undertake any building works within or about or relating to a body corporate member's lot except in accordance with the following requirements:

29.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the body corporate and then strictly in accordance with those permits approvals and consents and any conditions thereof;

29.1.2 The proprietor or occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other lot owners and occupiers;

29.2 The proprietor or occupier of a lot must not proceed with any such works until the proprietor or occupier:

29.2.1 Submits to the body corporate plans and specifications of any works proposed by the proprietor or occupier which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building; and

29.2.2 Supplies to the body corporate such further particulars of those proposed works as the body corporate may request and as shall be reasonable to enable the body corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and

29.2.3 Receives written approval for those works from the body corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the body corporate (which cost may include the costs of a building surveyor engaged by the body corporate to consider such plans and specifications) by the proprietor or occupier and such approval shall not be effective until such costs have been paid;

29.2.4 Pays such reasonable costs to the body corporate;

29.3 The proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the

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method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;

29.4 Without limiting the generality of sub-paragraph (iv) the proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

29.4.1 building materials must not be stacked or stored in the front side or rear of the Building;

29.4.2 scaffolding must not be erected on the common property or the exterior of the Building;

29.4.3 construction work must comply with all laws of the relevant Government Agencies;

29.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state

29.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.

29.5 Before any of the proprietor or occupier's works commence the proprietor or occupier must:

29.5.1 cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the body corporate; and

29.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate;

29.6 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant lot or of the body corporate in the case of common property;

29.7 The proprietor or occupier of a lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the body corporate may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying;

29.8 The proprietor or occupier of a lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the body corporate's election) to reimburse to the body corporate the cost incurred or to be incurred by the body corporate in making good any such damage.

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30 CONDUCT OF MEETING

30.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

31 SELLING AND LEASING

31.1 A proprietor or occupier of a lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the body corporate.

32 RESIDENTS MOVING IN OR VACATING

32.1 Residents intending to move furniture in or out must not:

32.1.1 do so without notifying the Managing Agent at least 48 hours prior to the proposed move and receiving approval from the Managing Agent for the day and time in order to coordinate the movement of removalists and tradesmen and to protect lifts, etc.

32.1.2 do so on a Sunday or if on a Saturday without paying the fee set by the body corporate for the overtime attendance of the Managing Agent or other overtime costs.

32.1.3 commence operations until the fee prescribed in 32.1.2 above is paid to the body corporate.

32.2 Residents moving furniture in or out at any time must not:

32.2.1 permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Managing Agent.

32.2.2 permit any furniture or items to access or exit the building other than via the basement. Absolutely no movement is to be through the ground floor foyer.

32.2.3 permit any vehicles to restrict access to the car park.

32.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.

32.2.5 place any furniture or items in a lift other than that specified by the Managing Agent and notwithstanding 32.1.1 until protective covers have been placed in the lift by the Managing Agent.

32.2.6 either themselves or permit any removalist to allow furniture or items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door.

32.2.7 damage the lifts in any way or lobbies or any area nor leave rubbish papers or other detritus along the path of the move. The occupier must ensure that carriers do not leave empty boxes or cartons in the building. At the completion of the move in or out the Managing Agent will inspect the lifts, lobbies and common property for damage, marking or detritus and will if any is found notify the resident of amount payable in rectification. The amount must be paid to the body corporate promptly.

32.2.8 conduct the operation in other than a quick and timely manner.

Schedule 2—Model rules for an owners corporation

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006** .

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006** .

Owners Corporation

Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

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Request for Copy of Certificate OR Company Disclosure Statement

Owners Corporations Act 2006 Section 151, Owners Corporations Regulations 2007 and Owners Corporation Rules OC 22 (12/07)

Plan Number of Owners Corporation OR Company Name of Company Share or Stratum Property: 512432Q

Date of Application: 10/02/2026

Applicant (Your Details)

Name(s): InfoTrack on behalf of Fast Settle Pty Ltd

Address: Level 5, 271 Spring Street, Melbourne VIC 3000

Postal Address (if different from above):

Telephone number: 03 8609 4740

Email Address: ownerscorp@infotrack.com.au

Fax number:

Your Reference Number (if Applicable): 2878S

I am/we are a: (tick applicable box)

☐ A Lot Owner of lot number(s) :

☐ An authorised person (proxy holder) of a Lot Owner to act on their behalf :

☒ Other (please specify) : InfoTrack (third party)

Address certificate or disclosure statement is to be issued for:

I/We request a copy of the Owners Corporation Certificate/Company Disclosure Statement for the lot:

Lot number(s): 209

Name on Title (if different to above): Robert Ivan Ross

Lot address (if different from above): 209/151 BURWOOD ROAD, HAWTHORN 3122

How to lodge and pay: The fees for a copy of the documents are as follows:

TYPE	PRIORITY	TIMEFRAME	COST				CONDITIONS OF PURCHASE
			SINGLE		EVERY ADDITIONAL[1]	QTY	
OC CERTIFICATE	**Standard**	10 business days	$178.25		$98.00	✔	Standard[2] (see payment conditions below below).
	Urgent	5 business days	$267.38		$147.00		Subject to availability – Contact office directly prior to request
	Priority	2 business days	$320.82		$176.40		Strictly subject to availability. Phone confirmation must be given prior to request.
COMPANY DISCLOSURE STATEMENT	**Standard**	10 business days	$275.00	☐	N/A		Standard[2] (see payment conditions below below).
	Urgent	5 business days	$485.00	☐	N/A		Subject to availability – Contact office directly prior to request
	Priority	2 business days	$565.00	☐	N/A		Strictly subject to availability. Phone confirmation must be given prior to request.

NB: All prices are GST inclusive. All prices are correct as of **01.07.2025.** Additional Certificates must be purchased in the same transaction for a discount.

Turnbull Cook Body Corporate Management Pty Ltd
BSB: 183 334
Account Number: 3037 68766
Reference: Please quote **151** followed by your **OC Number** along with your **Lot number** as your reference eg. 151.0001A1

IMPORTANT INFORMATION FOR SETTLEMENT**:**
Please utilise the bank details provided within your Owners Corporation Certificate for payment of funds at settlement. Do not make payment to the account you may have used to order your certificate. Funds that are sent to an incorrect account may not be able to be identified leading to delays with settlement funds being allocated to the lot.

Lodge this form by:

In Person : **Level 6, 3 Bowen Street, Melbourne VIC 3004**
Post : **PO Box 6076, St. Kilda Road Central VIC 8008**
Email : **certificate@turnbullcook.com.au**

When lodging request via Fax or Email, proof of payment must be provided with request and office must be in receipt of payment prior to issue of Certificate.

What happens then? Your certificate or disclosure statement will then be issued within your purchased timeframe from the date of receiving your full application and proof of payment, pending receipt of payment by office. All certificates are issued via email unless otherwise requested.
Applications received to the office after midday or on a non-business day, will receive a lodgment date of the following business day.

CommonwealthBank
Commonwealth Bank of Australia

CommBiz Transaction Group

Transaction ID: F602105114464
Description: TC OCM

Status: Processed
Type: Direct Credit
Purpose:

Total amount: $98.00
1 debit, 1 credit

APCA: 301500
Processing date: 10/02/2026

Date	Status History
10/02/2026 04:48:57 PM	Confirmed - Edward Chan
10/02/2026 05:08:20 PM	Authorised - Edward Chan
10/02/2026 05:12:08 PM	Processed

From accounts

BSB	Account Number	Account Name	Trace Account	Lodgement Reference Remitter	Amount
062009	200910876040	INFOTRACK VIC Processing	200910876040	TC OCM INFOTRACK PTY LI	$98.00

To accounts

BSB	Account Number	Account Name	Trace Account	Lodgement Reference Remitter	Amount
183334	303768766	Turnbull Cook Body Corp Management	200910876040	209/PS512432Q INFOTRACK PTY LI	$98.00

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: The Purchaser
From: Robert Ivan Ross, Apartment 209, 151 Burwood Road, Hawthorn VIC 3122

Property Address: Apartment 209, 151 Burwood Road, Hawthorn VIC 3122
Lot: 209 Plan of subdivision: 512432Q

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 23/02/2026

Signed for an on behalf of the Vendor: *Fast Settle*

MELBOURNE OWNERS CORPORATION SERVICES
PO Box 2228 Hawthorn VIC 3122
ABN 96 164 870 464 T (03) 9818 2488
E info@mocs.com.au
www.mocs.com.au

Current Owner Account

Mr Ian Campbell

Lot 2904 Unit 2904

PS723377T-OC1

The Trillium - 1, 36 La Trobe St, MELBOURNE VIC 3000

Purchased: 16/12/2021 UE / AE: 12.00 / 2,704.00

Date	Details	Administrative Fund due/paid	Maintenance Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
	Balance brought forward	0.00	0.00	0.00		0.00	0.00
1/04/2024	Quarterly Levy 01/04/24 to 30/06/24	486.34	28.85	0.00	0.00	515.19	515.19
2/04/2024	Levy payment for 2904/PS723377T1	-486.34	-28.85	0.00	0.00	-515.19	0.00
1/07/2024	Quarterly Levy 01/07/24 to 30/09/24	486.34	28.85	0.00	0.00	515.19	515.19
1/07/2024	Levy payment for 2904/PS723377T1	-486.34	-28.85	0.00	0.00	-515.19	0.00
1/10/2024	Quarterly Levy 01/10/24 to 31/12/24	516.24	28.85	0.00	0.00	545.09	545.09
1/10/2024	Levy Adjustment as per AGM 03/07/24	89.70	0.00	0.00	0.00	89.70	634.79
1/10/2024	Levy payment for 2904/PS723377T1	-84.95	-4.75	0.00	0.00	-89.70	545.09
1/10/2024	Levy payment for 2904/PS723377T1	-520.99	-24.10	0.00	0.00	-545.09	0.00
1/01/2025	Quarterly Levy 01/01/25 to 31/03/25	516.24	28.85	0.00	0.00	545.09	545.09
3/01/2025	Levy payment for 2904/PS723377T1	-516.24	-28.85	0.00	0.00	-545.09	0.00
1/04/2025	Quarterly Levy 01/04/25 to 30/06/25	516.24	28.85	0.00	0.00	545.09	545.09
1/04/2025	Levy payment for 2904/PS723377T1	-516.24	-28.85	0.00	0.00	-545.09	0.00
1/07/2025	Quarterly Levy 01/07/25 to 30/09/25	516.24	28.85	0.00	0.00	545.09	545.09
1/07/2025	Lot 2904: 2 Fobs	116.00	0.00	0.00	0.00	116.00	661.09
1/07/2025	payment received	-516.24	-28.85	0.00	0.00	-545.09	116.00
1/10/2025	Quarterly Levy 01/10/25 to 31/12/25	516.24	28.85	0.00	0.00	545.09	661.09
7/10/2025	Levy payment for 2904/PS723377T1	-632.24	-28.85	0.00	0.00	-661.09	0.00
21/11/2025	Lot 2904: Fob	80.00	0.00	0.00	0.00	80.00	80.00
27/11/2025	Levy payment for 2904/PS723377T1	-80.00	0.00	0.00	0.00	-80.00	0.00
1/01/2026	Quarterly Levy 01/01/26 to 31/03/26	516.24	28.85	0.00	0.00	545.09	545.09
6/01/2026	Levy payment for 2904/PS723377T1	-516.24	-28.85	0.00	0.00	-545.09	0.00
1/04/2026	Quarterly Levy 01/04/26 to 30/06/26	516.24	28.85	0.00	0.00	545.09	

18/02/2026	Current balances excluding interest	
	Administrative Fund	0.00
	Maintenance Fund	0.00
	Unallocated Money Fund	0.00
		0.00
	Interest due as at 18/02/2026	0.00
	Current balance including interest	**$0.00**

MELBOURNE OWNERS CORPORATION SERVICES
PO Box 2228 Hawthorn VIC 3122
ABN 96 164 870 464 T (03) 9818 2488
E info@mocs.com.au
www.mocs.com.au

Current Owner Account

Mr Ian Campbell

Lot 2904 Unit 2904

PS723377T-OC2

The Trillium - 2, 36 La Trobe St, MELBOURNE VIC 3000

Purchased: 16/12/2021 UE / AE: 12.00 / 2,628.00

Date	Details	Administrative Fund due/paid	Maintenance Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
	Balance brought forward	0.00	0.00	0.00		0.00	0.00
1/04/2024	Quarterly Levy 01/04/24 to 30/06/24	327.39	50.23	0.00	0.00	377.62	377.62
2/04/2024	Levy payment for 2904/PS723377T2	-327.39	-75.41	0.00	0.00	-402.80	-25.18
1/07/2024	Quarterly Levy 01/07/24 to 30/09/24	327.39	50.23	0.00	0.00	377.62	352.44
1/07/2024	Levy payment for 2904/PS723377T2	-327.39	-75.41	0.00	0.00	-402.80	-50.36
12/07/2024	Levy cancellation for 2904/PS723377T2	327.39	75.41	-402.80	0.00	0.00	-50.36
12/07/2024	Levy cancellation for 2904/PS723377T2	327.39	75.41	-402.80	0.00	0.00	-50.36
12/07/2024	Allocation of unallocated money for 2904/PS723377T	-654.78	-100.46	755.24	0.00	0.00	-50.36
12/07/2024	Allocation of unallocated money for 2904/PS723377T	-46.78	-3.58	50.36	0.00	0.00	-50.36
12/07/2024	Levy cancellation for 2904/PS723377T2	46.78	3.58	-50.36	0.00	0.00	-50.36
12/07/2024	Allocation of unallocated money for 2904/PS723377T	0.00	-25.05	25.05	0.00	0.00	-50.36
12/07/2024	Levy cancellation for 2904/PS723377T2	0.00	25.05	-25.05	0.00	0.00	-50.36
12/07/2024	Allocation of unallocated money for 2904/PS723377T	0.00	-25.05	25.05	0.00	0.00	-50.36
12/07/2024	Allocation of unallocated money for 2904/PS723377T	0.00	-25.31	25.31	0.00	0.00	-50.36
1/10/2024	Quarterly Levy 01/10/24 to 31/12/24 (incl. Levy Adjustment)	0.00	25.05	0.00	0.00	25.05	-25.31
1/10/2024	Quarterly Levy 01/10/24 to 31/12/24	327.39	0.00	0.00	0.00	327.39	302.08
1/10/2024	Levy payment for 2904/PS723377T2	-327.39	0.00	0.00	0.00	-327.39	-25.31
1/01/2025	Quarterly Levy 01/01/25 to 31/03/25	0.00	50.23	0.00	0.00	50.23	24.92
1/01/2025	Quarterly Levy 01/01/25 to 31/03/25	327.39	0.00	0.00	0.00	327.39	352.31
3/01/2025	Levy payment for 2904/PS723377T2	0.00	-24.92	0.00	0.00	-24.92	327.39
3/01/2025	Levy payment for 2904/PS723377T2	-327.39	0.00	0.00	0.00	-327.39	0.00
1/04/2025	Quarterly Levy 01/04/25 to 30/06/25	327.39	50.23	0.00	0.00	377.62	377.62
1/04/2025	Levy payment for 2904/PS723377T2	-327.39	-50.23	0.00	0.00	-377.62	0.00
1/07/2025	Quarterly Levy 01/07/25 to 30/09/25	327.39	50.23	0.00	0.00	377.62	377.62
1/07/2025	Levy payment for 2904/PS723377T2	-327.39	-50.23	0.00	0.00	-377.62	0.00
1/10/2025	Quarterly Levy 01/10/25 to 31/12/25	327.39	50.23	0.00	0.00	377.62	377.62
7/10/2025	Levy payment for 2904/PS723377T2	-327.39	-50.23	0.00	0.00	-377.62	0.00
1/01/2026	Quarterly Levy 01/01/26 to 31/03/26	327.39	50.23	0.00	0.00	377.62	377.62
6/01/2026	Levy payment for 2904/PS723377T2	-327.39	-50.23	0.00	0.00	-377.62	0.00
1/04/2026	Quarterly Levy 01/04/26 to 30/06/26	327.39	50.23	0.00	0.00	377.62	

Date	Details	Administrative Fund due/paid	Maintenance Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
18/02/2026							
	Current balances excluding interest						
	Administrative Fund		0.00				
	Maintenance Fund		0.00				
	Unallocated Money Fund		0.00				
			0.00				
	Interest due as at 18/02/2026		0.00				
	Current balance including interest		**$0.00**				