



702/180 Livingstone Rd, Marrickville NSW 2204

Prepared for Paul Adrian Ponticello



MASTER STRATA
INSPECTIONS

STRATA REPORT

Property Address:

702/180 Livingstone Rd, Marrickville NSW 2204

Strata Plan:	SP 99426
Lot Number:	60
Inspection Date:	23 April 2026
Inspected By:	Nick Tsolakis
Inspections Name:	Master Strata Inspections

Table of Contents

1. Property Information	1	7.7 Cladding Certificate/Report	9
1.1 Property Details	1	7.8 Lift Maintenance Certificate/Report	9
1.2 Strata Managing Agent	1	8. Repairs and Maintenance	10
1.3 Strata Roll Details	1	9. Maintenance Plan [Capital Works or Sinking Fund Plan]	11
1.3.1 Owner Details	1	10. Terms of Inspection & Report	12
1.3.2 Lot Details	1		
1.3.3 Mortgage Details	1		
1.4 Strata Plan Information	1		
1.5 Certificate of Title	2		
2. Meeting and Minutes	3		
2.1 Meeting Minutes Included	3		
2.2 Last AGM Meeting Held	3		
2.3 Important Information from the last Meeting Minutes	3		
2.4 Notice & Orders	4		
2.4.1 Records of Notices & Orders	4		
2.5 By-Laws	4		
3. Accounts	5		
3.1 Current Annual Accounts	5		
3.2 Levy Arrears	5		
4. Levies	6		
4.1 Individual Lot Levy Contributions	6		
4.2 Budgeted Annual Levy Contributions	6		
4.3 Special Levies	6		
5. Budget History	7		
6. Insurances	8		
7. Compliance	9		
7.1 Fire Safety Statement	9		
7.2 Pest / Termites Report	9		
7.3 Asbestos Report	9		
7.4 Sinking Fund Plan / Capital Works Fund	9		
7.5 Work Health and Safety Report	9		
7.6 Window Safety Devices Report	9		



Document Checklist

Listed are documents normally made available by the Strata Manager at the time of inspection; available documents are attached at the end, missing documents have been followed up with the Strata Manager, and documents marked “not in records” are not obtained during the inspections.

Strata Roll	Attached to the Report
Strata Plan	Not in Records
Certificate of Title	Not in Records (refer to Contract of Sale)
Owner Ledger	Attached to the Report
Financial Accounts	Attached to the Report
Administrative Fund	Attached to the Report
Capital Works Fund	Attached to the Report
Insurance Valuation	Attached to the Report
Building Insurance (COC)	Attached to the Report
AGM Minutes	Attached to the Report
EGM Minutes	Not in Records
SCM Minutes	Attached to the Report
By-Laws	Not in Records (refer to Contract of Sale)

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1. Property Information

1.1 Property Details

Property Address:	702/180 Livingstone Rd, Marrickville NSW 2204
Lot Number:	60

1.2 Strata Managing Agent

Company:	Bright & Duggan Strata Management
Address:	Level 7, 558 Pacific Highway ST LEONARDS NSW 2065
Phone:	02 9902 7100
Strata Manager:	Christopher Garner
Email:	customercare@bright-duggan.com.au

1.3 Strata Roll Details

The Strata Schemes Management Act 1996 requires the maintenance of a Strata Roll. The following are details extracted from the Roll in respect of Subject Lot.

1.3.1 Owner Details

Name:	Paul Arian Ponticello
Address:	702/180 Livingstone Road MARRICKVILLE NSW 2204

1.3.2 Lot Details

Lot No:	60	Aggregate Unit Entitlement:	-
Unit No.	702	Total Lots:	225
Unit Entitlement:	47.00		

1.3.3 Mortgage Details

Mortgagee:	No, mortgage not sighted

1.4 Strata Plan Information

Strata Plan Number:	SP 99426
Number of Lot:	225
Strata Plan Registered:	14-Jun-19



1.5 Certificate of Title

The Certificate of Title normally details title information including the Lot / Plan numbers and other registered interests on the title.

The Certificate of Title was **not sighted**. Strata Plan has **not been attached**.

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2. Meeting and Minutes

2.1 Meeting Minutes Included

Annual General Meetings:	2025, 2024, 2023, 2022, 2021
Strata Committee Meetings:	2026, 2025, 2024, 2023, 2021
General Meetings:	-
Extraordinary General Meetings:	-

2.2 Last Meeting Held

Meeting Type:	SCM
Date:	4 February 2026

2.3 Important Information from the last Meeting Minutes

4 February 2026 – SCM

The committee reviewed financials, insurance renewal, and ongoing defect rectification following a settlement with Mirvac. Discussions focused on building maintenance issues including sewer pump replacement, garden works, and security improvements. Preventative measures and upgrades were considered, alongside planning for future works. Insurance options and premiums were also reviewed, with actions to seek alternative brokers and ensure adequate coverage.

13 November 2025 – AGM

The meeting focused on financial performance, budget approval, and levy contributions for the upcoming year. Members reviewed audited financial statements and adopted funding allocations for administrative and capital works funds. Key discussions included defect rectification progress, future capital works planning, and sustainability initiatives. Proposals such as telecommunications installation and solar upgrades were also considered as part of long-term planning.

8 October 2025 – SCM

The committee discussed financials, budget approval, and ongoing defect rectification works. Maintenance updates included landscaping, painting, and building improvements. Future capital projects such as solar expansion and potential heat pump installation were explored. The committee also reviewed proposals relating to telecommunications infrastructure and sought legal advice. Ongoing monitoring of defects and contractor engagement remained a key focus.





13 August 2025 – SCM

The meeting covered financial updates, term deposits, and insurance renewal funding. Discussions centred on defects, rectification responsibilities, and legal timelines. Maintenance matters included lift servicing, cleaning cost increases. Additional topics included irrigation, security audit updates, and a telecommunications proposal requiring legal review and negotiation.

2.4 Notice & Orders

2.4.1 Records of Notices & Orders

Records of Notices & Orders are kept and received by the Body Corporate Owners Corporation.

2.5 By-Laws

Standard BY-LAWS clarify your responsibilities and obligations when you own or live in a Strata property. In some instances, an Owners Corporation may decide to change or register additional BY-LAWS.





3. Accounts

3.1 Current Annual Accounts

Administrative Fund Balance:	\$ 228,835.85
Sinking Fund Balance:	\$ 1,391,119.63
Sighted Documentation:	Balance Sheet
As at:	22 APRIL 2026

3.2 Levy Arrears

Complex:	\$ 30,299.89
Sighted Documentation:	Balance Sheet
As at:	22 APRIL 2026





4. Levies

4.1 Individual Lot Levy Contributions

Administration Fund:	\$ 1,111.08	Payment Frequency: Quarterly
Sinking Fund:	\$ 472.27	Payment Frequency: Quarterly
Due Payment on:	October, January, April and July	

4.2 Budgeted Annual Levy Contributions

Administration Fund:	\$951,600.00 GST Inclusive
Sinking Fund:	\$382,971.00 GST Inclusive
Budget Year:	2025/26

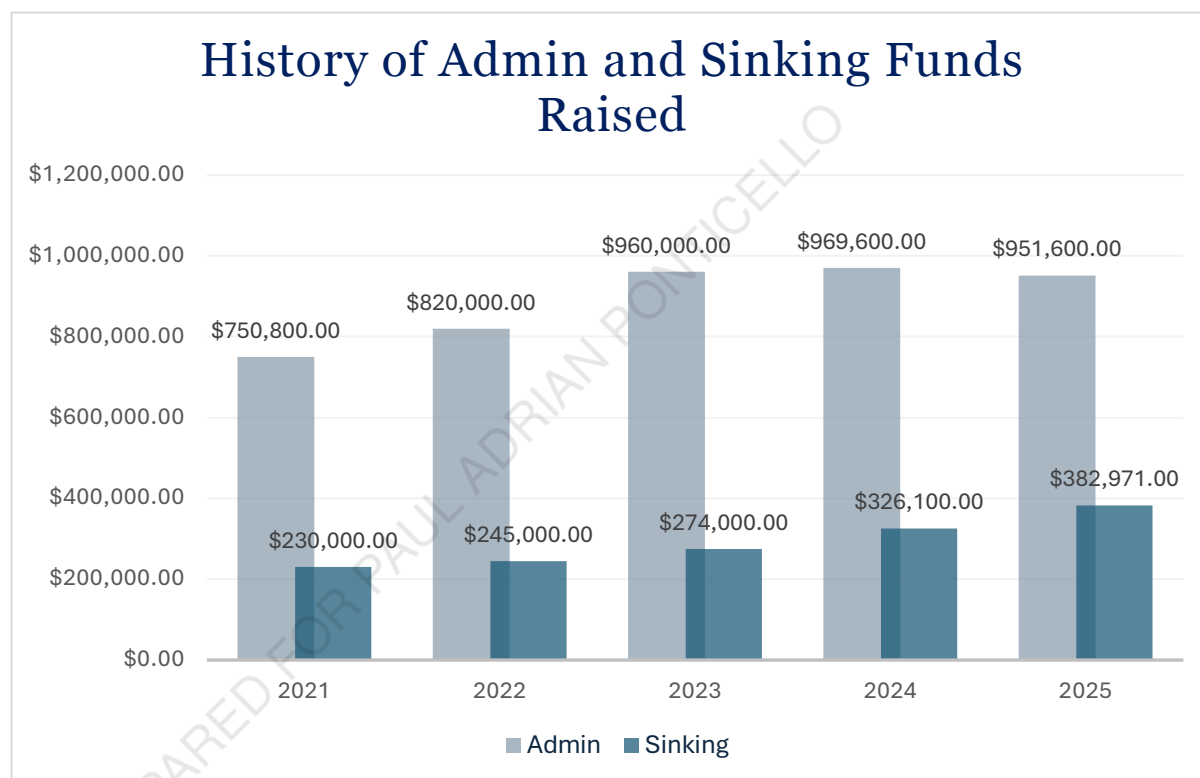
4.3 Special Levies

Current Special Levies: No, there's no current special levies sighted during the inspection.

Please note, if any required major repairs or upgrades ever need to be completed in future (such as above-mentioned items under the minutes on page 4) and there are not adequate funds available, a special meeting may be raised to discuss special levies / funding for those works.

5. Budget History

The figures shown below have been compiled from the Annual General Meeting (AGM) minutes across the years 2021 to 2025. This chart provides a summary of the contributions raised for both the Administrative Fund and the Capital Works (Sinking) Fund as resolved at each AGM.





6. Insurances

6.1.1.1 Insurance Expiry Date: 17 August 2026

6.1.1.2 Replacement Value of the Building: \$139,550,000

Attached is the Building Insurance document that have been obtained for reference.

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006069307
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	14/02/2026 to 17/08/2026 at 4:00pm
The Insured	THE OWNERS - STRATA PLAN 99426
Situation	178-180 LIVINGSTONE ROAD MARRICKVILLE NSW 2204

Sections

Section 1 – Insured Property

Building: \$139,550,000

Common Area Contents: \$1,395,500

Loss of Rent & Temporary Accommodation (total payable): \$20,932,500

Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: \$20,932,500

Extended Cover - Loss of Rent & Temporary Accommodation: \$3,139,875

Escalation in Cost of Temporary Accommodation: \$1,046,625

Cost of Removal, Storage and Evacuation: \$1,046,625

Machinery Breakdown: \$100,000

Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$30,000,000

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

Flood Cover is included.





7. Compliance

7.1 Fire Safety / AFSS

Sighted Additional Note: Fire protection testing, repairs, and alarm monitoring costs are included in the approved 2025–2026 budget and financial records, indicating ongoing compliance and maintenance.

7.2 Pest / Termites Control Services

Sighted Additional Note: Pest control services are included as an expense item within the approved budget, confirming ongoing servicing arrangements.

7.3 Asbestos Reports

Not Sighted Additional Note:

7.4 Sinking Fund Plan / Capital Works Fund

Sighted
Additional Note: The Body Corporate has a 20-year plan in place, until 2043. This plan was formally obtained and is now attached for reference.

7.5 Work Health and Safety (WHS/OHS)

Sighted Additional Note: WHS-related insurance coverage (including WHS appeal expenses) is included within the insurance policy and financial records, indicating compliance provisions are in place.

7.6 Window Safety

Not Sighted Additional Note:

7.7 Cladding Certificate/Report

Not Sighted Additional Note:

7.8 Lift / Plant Registration

Sighted Additional Note: Lift maintenance costs are included in the approved budget, indicating ongoing servicing and operational compliance.





8. Repairs and Maintenance

As per the attached Financial Statements, there have been scheduled and routine services carried out under Repairs and Maintenance.

\$54,682.34: Sub-total Administrative Fund

\$12,753.46: Sub-total Capital Works Fund

\$67,435.80: Sub-total Repairs and Maintenance

For the current financial year (01 October 2025 to 22 April 2026), the Owners Corporation has recorded a total of approximately \$67,435.80 in repairs and maintenance expenditure, including general building repairs, garage door maintenance, electrical works, doors and windows repairs, painting, garbage room maintenance, mechanical services, and pump-related works.

Please refer to the attached financial documents for the detailed breakdown of these costs.





9. Maintenance Plan [Capital Works or Sinking Fund Plan]

Maintenance Plan (Capital Works or Sinking Fund Plan).

For any recommendation regarding building / pest and timber items of a strata matter one would refer to the 10-year Maintenance Plan. The body corporate / owner's corporation is responsible for the repairs and maintenance of common property areas and their inclusions which generally ensures the common property in a strata complex is well maintained.

The 10-year Maintenance Plan will assist the council of owners in planning for future maintenance expenses so that large, unexpected special levies will not have to be raised in the future.

The plan usually contains and sets out:

- The major capital items anticipated to require repair and replacement within the next 10 years; and the present condition or state of repair of those items;
- When those items or components of those items will need to be repaired or replaced.
- The estimated cost of the repair and replacement of those items or components.
- The expected life of those items or components once repaired or replaced and any other prescribed information.





10. Terms of Inspection & Report

Limitations of Liability: This report is not a guarantee of the condition of the strata property and Master Strata Inspections is not liable for any issues that are not identified during the inspection.

Disclaimer: The information in this report is accurate to the best of Master Strata Inspections' knowledge at the time of the inspection, and Master Strata Inspections are not responsible for any changes or issues that occur after the inspection. The information contained in this report was obtained from the books and records supplied to the inspector and were noted conversations with officers of the Owners Corporation / Managing Agent. Complete consideration of this report includes photocopies or digitised copies of relevant information.

Confidentiality: This report is confidential and is intended only for the use of the person or organization who commissioned this inspection and report.

Use of Report: This report should not be shared with third parties without the prior consent of Master Strata Inspections. No liability or responsibility whatsoever is accepted to any third party who may rely on the report wholly or in part. Any third party acting or relying on this report whether in whole or in part does so at their own risk.

Professional Standards: The inspection and this report were conducted in accordance with applicable professional standards and codes of ethics.





APPENDICES







**MASTER STRATA
INSPECTIONS**

THANK YOU

We appreciate the opportunity to assist you and trust that our service met your expectations.

If you were satisfied with your experience, we would be grateful for any referrals you may wish to provide.

We welcome the opportunity to support your colleagues, friends, or associates with the same level of professionalism and care.

Our contact details are provided below for your convenience:

✉ info@masterstratainspections.com.au

🌐 www.masterstratainspections.com.au

☎ 0401 74 74 55



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Strata Plan No. 99426

[illegible]



Strata Plan No. 99426

178-180 Livingstone Road Marrickville Nsw 2204

BALANCE SHEET

AS AT 22 APRIL 2026

	ACTUAL 22/04/2026	ACTUAL 30/09/2025
<u>OWNERS FUNDS</u>		
Administrative Fund	228,835.85	128,181.05
Capital Works Fund	1,391,119.63	1,128,704.61
<u>TOTAL</u>	<u>\$ 1,619,955.48</u>	<u>\$ 1,256,885.66</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Bank Balance Admin Fund	571,680.04	658,684.42
Bank Balance Capital Works	(419,353.37)	(405,657.12)
Investment Td Boq	300,000.00	320,000.00
Investment Td Boq	463,880.31	307,105.48
Investment Td Boq	350,717.86	341,412.50
Investment Td Boq	339,173.75	330,346.10
Investment At Call Mbl	1.65	8,391.56
Levies In Arrears	30,299.89	7,941.77
Other Arrears	3,139.98	3,580.81
Interest Accrued On O/D Levies	679.44	501.82
Second Debtors	12,100.00	12,100.00
<u>TOTAL ASSETS</u>	<u>1,652,319.55</u>	<u>1,584,407.34</u>
<u>LIABILITIES</u>		
Unallocated Deposits	2,406.30	2,406.30
G S T Clearing Account	27,594.23	211.84
P A Y G Clearing A/C	0.00	1,504.00
Creditors	440.00	363.24
Accrued Expenses	0.00	60,621.69
Levies In Advance	1,923.54	262,377.11
Other Payments In Advance	0.00	37.50
<u>TOTAL LIABILITIES</u>	<u>32,364.07</u>	<u>327,521.68</u>
<u>NET ASSETS</u>	<u>\$ 1,619,955.48</u>	<u>\$ 1,256,885.66</u>



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Strata Management

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178-180 Livingstone Road Marrickville Nsw 2204

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2025 TO 22 APRIL 2026

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/10/25-22/04/26	01/10/25-30/09/26	%	01/10/24-30/09/25
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	715,200.00	951,600.00	75.16	967,974.62
Interest On Overdue Levies	856.11	1,300.00	65.85	1,590.13
Telecommunications Tower	0.00	6,050.00	0.00	6,050.00
Electrical Vehicle	2,186.89	0.00		2,451.88
Insurance Claim Refund	1,800.00	0.00		0.00
Key Deposits	3,310.00	3,050.00	108.52	4,030.00
Gst On Income	(65,517.91)	(87,336.36)	75.02	(89,109.96)
<u>TOTAL ADMIN. FUND INCOME</u>	657,835.09	874,663.64		892,986.67
<u>EXPENDITURE - ADMIN. FUND</u>				
Recreational Facilities	1,408.00	2,000.00	70.40	0.00
Audit Accounting G S T Fees	240.00	0.00		0.00
Accounting Fees	2,035.00	2,500.00	81.40	2,410.00
Bank Charges	400.27	850.00	47.09	832.25
Building Management	95,784.10	165,000.00	58.05	160,797.60
Solar: Maintenance	577.50	1,000.00	57.75	0.00
Hydraulic Service	5,896.00	17,500.00	33.69	14,721.37
Carpet-Cleaning	198.00	4,000.00	4.95	3,575.05
Cleaning	83,535.10	139,000.00	60.10	130,625.44
Cleaning-Windows	0.00	12,000.00	0.00	28,930.00
Consultants-Engineering Fees	6,180.03	10,000.00	61.80	3,960.00
Consulting-Contractor Comp	0.00	350.00	0.00	350.00
Electrical-Globes	1,075.25	1,250.00	86.02	990.00
Fees & Permits	0.00	2,000.00	0.00	0.00
Fire Protection Testing	13,524.50	25,000.00	54.10	28,693.15
Fire Protection Repairs	23,886.50	20,000.00	119.43	4,642.00
Fire Alarm Monitoring	1,838.16	2,200.00	83.55	2,112.40
Bm Office Expenses	1,429.75	3,500.00	40.85	0.00
Grounds-Maintenance	14,888.76	45,000.00	33.09	41,412.35
Insurance Premiums	136,802.37	230,000.00	59.48	116,136.63
Insurance Valuation	1,980.00	3,500.00	56.57	0.00
Access Device Expenses	2,793.00	2,500.00	111.72	2,494.50
Legal Fees	19,672.84	30,000.00	65.58	38,228.03
Arrears Letters	645.00	70.00	921.43	283.50
Lift-Maintenance	21,862.68	30,000.00	72.88	38,716.64



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178-180 Livingstone Road Marrickville Nsw 2204

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2025 TO 22 APRIL 2026

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/10/25-22/04/26	01/10/25-30/09/26	%	01/10/24-30/09/25
Lift-Telephone	4,950.00	5,000.00	99.00	4,950.00
Management Fees	22,803.59	46,300.00	49.25	44,598.58
Accounting & Finance	895.03	1,250.00	71.60	834.26
Admin Processing	300.05	750.00	40.01	625.08
By-Law Processing	0.00	1,100.00	0.00	0.00
Asset Maintenance	757.55	1,300.00	58.27	1,245.04
Meeting Attendance	2,088.00	1,500.00	139.20	1,472.50
Strata Manager Consultancy	13,432.64	12,000.00	111.94	18,779.63
Disbursements	7,807.64	13,500.00	57.83	15,088.08
Pest Control-Service	1,334.30	3,520.00	37.91	2,336.00
Rep & Maint - Mechanical	1,221.00	5,000.00	24.42	2,860.00
Rep & Maint-Garage Door	1,974.72	5,250.00	37.61	5,215.10
Rep & Maint-General Building	17,642.05	18,000.00	98.01	51,825.52
Rep & Maint-Locks	0.00	200.00	0.00	0.00
Rep & Maint- Electrical	5,189.69	12,500.00	41.52	0.00
Rep & Maint - Doors & Windows	1,835.63	15,000.00	12.24	0.00
Rep & Maint-Painting	918.50	4,750.00	19.34	4,750.00
Rep & Maint-Garbage Room	3,500.75	7,000.00	50.01	7,785.90
Services-Electricity	40,601.06	74,000.00	54.87	67,563.35
Services-Gas	1,524.02	6,000.00	25.40	5,675.80
Services-Water Usage	42,271.96	80,000.00	52.84	79,058.61
Tax Return	350.00	300.00	116.67	290.00
Ev Charging	(536.94)	500.00	(107.39)	0.00
Gst On Expenses	(50,333.76)	(89,449.08)	56.27	(76,888.75)
TOTAL ADMIN. EXPENDITURE	557,180.29	974,490.92		857,975.61
SURPLUS / DEFICIT	\$ 100,654.80	\$ (99,827.28)		\$ 35,011.06
Opening Admin. Balance	128,181.05	128,181.05	100.00	93,169.99
ADMINISTRATIVE FUND BALANCE	\$ 228,835.85	\$ 28,353.77		\$ 128,181.05



Strata Plan No. 99426

178-180 Livingstone Road Marrickville Nsw 2204

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2025 TO 22 APRIL 2026

	ACTUAL 01/10/25-22/04/26	BUDGET 01/10/25-30/09/26	VARIANCE %	ACTUAL 01/10/24-30/09/25
<u>CAPITAL WORKS FUND</u>				
<u>INCOME</u>				
Levies - Capital Works Fund	282,489.16	382,971.00	73.76	326,101.04
Interest On Investment	33,482.41	60,000.00	55.80	58,771.41
Tax Refund	0.00	0.00	0.00	59.82
Gst On Income	(25,680.84)	(34,815.55)	73.76	(29,645.54)
<u>TOTAL CAPITAL WORKS INCOME</u>	290,290.73	408,155.45		355,286.73
<u>EXPENDITURE - CAPITAL WORKS</u>				
Capital Works Fund Forecasts	0.00	105,000.00	0.00	0.00
Exhaust Fans	0.00	0.00	0.00	4,537.50
Grounds -Garden Improvements	0.00	10,000.00	0.00	12,540.00
Building Defects Consultancy	1,839.05	77,000.00	2.39	123,050.00
Pumps	12,753.46	15,000.00	85.02	0.00
Rep & Maint-Hot Water Service	0.00	0.00	0.00	26,952.20
Rep & Maint-Doors & Windows	0.00	0.00	0.00	7,348.94
Tax - Income Tax	6,366.80	2,500.00	254.67	5,121.34
Tax Installment	8,243.00	3,000.00	274.77	7,635.00
Gst On Expenses	(1,326.60)	(18,818.19)	7.05	(15,857.15)
<u>TOTAL CAP. WORKS EXPENDITURE</u>	27,875.71	193,681.81		171,327.83
<u>SURPLUS / DEFICIT</u>	<u>\$ 262,415.02</u>	<u>\$ 214,473.64</u>		<u>\$ 183,958.90</u>
Opening Capital Works Balance	1,128,704.61	1,128,704.61	100.00	944,745.71
<u>CAPITAL WORKS FUND BALANCE</u>	<u>\$ 1,391,119.63</u>	<u>\$ 1,343,178.25</u>		<u>\$ 1,128,704.61</u>

Strata Schemes Management Act 2015

STRATA ROLL (Section 177)

Strata Plan No. 99426

LOT NO. 60 UNIT NO. 702 PLAN NO. 99426 TYPE S.P. ACCOUNT NO. 02100060

ORIGINAL OWNER		
Name of Original Owner of Lot	Residential Address of Original Owner	Address for service of notices on Original Owner
Mirvac Projects Pty Ltd	Level 28, 200 George St SYDNEY NSW 2000	Level 28, 200 George St SYDNEY NSW 2000

ENTITLEMENTS	
Entitlements	Date of Registration
47.00	14-Jun-19

PARTICULARS OF SUBSEQUENT OWNERS			
Full Name of Owner(s)	Residential Address	Address for service of notices on Owner(s)	Date of notice
Mr P Ponticello	702/180 Livingstone Road MARRICKVILLE NSW 2204	702/180 Livingstone Road MARRICKVILLE NSW 2204	16/11/21
paul.ponticello@icloud.com			
Mr P Ponticello	702/180 Livingstone Road MARRICKVILLE NSW 2204	702/180 Livingstone Road MARRICKVILLE NSW 2204	09/11/21
Mr P Ponticello	702/180 Livingstone Road MARRICKVILLE NSW 2204	702/180 Livingstone Road MARRICKVILLE NSW 2204	22/08/19
paul.ponticello@icloud.com			

LETTING AGENT			
Full Name of representative	Address for service of notices	Date of receipt of withdrawal notice	Date of notice
C/- Mirvac R/E Services	Locked Bag 5599 CAMPERDOWN NSW 1450		22/08/19

Strata Plan No. 99426

INSURANCE DETAILS

22 April 2026

<u>Type</u>	<u>Insurer</u>	<u>Policy No</u>	<u>Sum Insured</u>	<u>Due Date</u>
BUILDING	Chu Underwriting Agencies	HU0006069307	139,550,000	17/08/26
PUBLIC LIABILITY	Chu Underwriting Agencies	HU0006069307	30,000,000	17/08/26
COMMON AREA CONTENTS	Chu Underwriting Agencies	HU0006069307	1,395,500	17/08/26
LOSS OF RENT	Chu Underwriting Agencies	HU0006069307	20,932,500	17/08/26
FIDELITY GUARANTEE	Chu Underwriting Agencies	HU0006069307	250,000	17/08/26
VOLUNTARY WORKERS	Chu Underwriting Agencies	HU0006069307	300,000/3,000	17/08/26
OFFICE BEARERS	Chu Underwriting Agencies	HU0006069307	5,000,000	17/08/26
MACHINERY BREAKDOWN	Chu Underwriting Agencies	HU0006069307	100,000	17/08/26
CATASTROPHE	Chu Underwriting Agencies	HU0006069307	20,932,500	17/08/26
EXT COVER - RENT/TEMP	Chu Underwriting Agencies	HU0006069307	3,139,875	17/08/26
ESC IN COST OF TEMP	Chu Underwriting Agencies	HU0006069307	1,046,625	17/08/26
STORAGE/EVACUATION	Chu Underwriting Agencies	HU0006069307	1,046,625	17/08/26
GOVERNMENT AUDIT COS	Chu Underwriting Agencies	HU0006069307	25,000	17/08/26
WH&S APPEAL EXPENSES	Chu Underwriting Agencies	HU0006069307	100,000	17/08/26
LEGAL EXPENSES	Chu Underwriting Agencies	HU0006069307	50,000	17/08/26
LOT OWNERS IMPROVEMENT	Chu Underwriting Agencies	HU0006069307	250,000	17/08/26
FLOOD	Chu Underwriting Agencies	HU0006069307	Insured	17/08/26

Strata Plan No. 99426

[illegible]



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006069307
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	14/02/2026 to 17/08/2026 at 4:00pm
The Insured	THE OWNERS - STRATA PLAN 99426
Situation	178-180 LIVINGSTONE ROAD MARRICKVILLE NSW 2204

Sections

Section 1 – Insured Property

Building: \$139,550,000
Common Area Contents: \$1,395,500
Loss of Rent & Temporary Accommodation (total payable): \$20,932,500
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: \$20,932,500
Extended Cover - Loss of Rent & Temporary Accommodation: \$3,139,875
Escalation in Cost of Temporary Accommodation: \$1,046,625
Cost of Removal, Storage and Evacuation: \$1,046,625
Machinery Breakdown: \$100,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$30,000,000

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



Flood Cover is included.

Date Printed

14/02/2026

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.

24 December 2025

ABN 71 028 846 652

Level 4, 20 Hunter Street
Sydney NSW 2000

T +61 2 9233 5544
F +61 2 9233 5400

swaab.com.au

The Secretary
The Owners - Strata Plan No. 99426
C/- Bright & Duggan

By email

Dear Secretary

The Owners – Strata Plan No. 99426 | Preliminary advice as to major building defects - 178-180 Livingstone Road, Marrickville NSW 2204

We refer to the Deed of Settlement exchanged between The Owners – Strata Plan No. 99426 (**Owners Corporation**), Mirvac Constructions Pty Ltd ACN 003 353 713 (**Builder**) and Mirvac Projects Pty Ltd ACN 001 069 245 (**Developer**) on 22 December 2025 (**Deed**) regarding building defects related to the scheme located 178-180 Livingstone Road, Marrickville NSW 2204 (**Property**). Copies of the Deed as executed by each party and exchanged are **enclosed** for the scheme's records.

We note that the Deed was entered into as resolution of building defect claims related to common property defects (six year statutory warranty items) which were apparent at the Property prior to the date of entering into the Deed.

Accordingly, for convenience of the Owners Corporation, please see **Annexure A** for a schedule of key dates arising from the Deed for your reference.

The Owners Corporation should carefully review the schedule and make themselves aware of the key dates to ensure that all parties comply with the terms of the Deed. Please diarise these key dates.

Thank you for your instructions in this matter. If you have any queries, please do not hesitate to the writer.

Yours faithfully



Helen Kowal

Contact

Helen Kowal
Partner
+61 2 9777 8321
hek@swaab.com.au

Our ref
244304

By email:
Christopher.Garner@bright
-duggan.com.au

Annexure A Schedule of Key Dates

Item	Description	Responsibility	Date	Clause
1	The Builder will use reasonable endeavours to commence rectification of the Agreed Items. Note: The Builder is entitled a reasonable extension of time	Builder	Within 6 weeks of entry into this Deed 2 February 2026	2.1
2	The Builder will rectify the Agreed Items within 6 months of entry into the Deed	Builder	Within 6 weeks of entry into this Deed 22 June 2026 (unless extended)	2.2
3	The Builder will undertake the Further Investigations for the Further Investigation Items with due diligence and without unreasonable delay. Note: The Builder is entitled to an extension of the 12 week period in accordance with clause 3.1(b) of the Deed.	Builder	Within 12 weeks of the Deed 16 March 2026 (unless extended)	3.1(a)
4	If the Builder is entitled to an extension of the 12 week period, the Builder shall provide written notice of such entitlement to the Owners Corporation including details of the number of days for which the extension is necessary.	Builder	On a monthly basis.	3.2
5	Provide a written list to the Owners Corporation identifying the Further Investigation Items which are to be classified as Further Agreed Items and any that are to be classified as Disputed Items.	Builder	Within 12 weeks of the Deed 16 March 2026 (unless extended)	3.1(c)
6	The Builder will use reasonable endeavours to rectify any Further Agreed Items within six months of such agreement.	Builder	16 September 2026 (unless extended)	3.9
7	If reasonably requested by the Builder upon adequate notice, the Owners Corporation will arrange for their Expert to assist in the Further Investigations.	Builder/ Owners Corporation	Not less than 21 days notice	3.3



Item	Description	Responsibility	Date	Clause
8	The Owners Corporation must promptly procure Additional Expert Reports in relation to each Disputed Items under clause 3.1(c). Copies of the Additional Expert Reports must be provided to the Builder and the Developer.	Owners Corporation	Promptly after being finalised	3.4
9	When the Builder requires access to a Lot for the performance of the Rectification Work, the Builder is to provide notice in writing to the Strata Manager.	Builder	At least 10 Business Days	4.2
10	If the Owners Corporation, lot owner or an occupant fails to give access to their/his/her Lot to the Builder on no more than two occasions in accordance with an Access Notice, the Builder will: (a) notify the Owners Corporation and Strata Manager when the Builder attempted to obtain access; and (b) request that the Owners Corporation arrange access to the particular area or unit.	Builder	Not less than 10 Business Days notice	4.5
11	The Owners Corporation must either: (a) provide access to the particular area or Lot within the Property; or (b) apply for an Access Order to that particular area or Lot within the Property. <i>Note: If access is not provided, then under clause 4.7 the defect item will have reached Practical Completion, and the Builder will have no further obligations in respect of that item.</i>	Owners Corporation	Within 10 Business Days of the date of the notice in clause 4.5 of the Deed.	4.6
12	If the occupant is required to relocate from their/his/her Lot for the duration of the work the Builder shall provide notice to the Strata Manager and identify the duration of that work and when the occupant may return to their/his/her Lot.	Builder	At least 15 Business Days	4.8
13	If any extension of time has the effect that the periods referred to in clauses 2.2, 3.1(a), 3.9, and as determined by the Joint Expert under clause 9 are extended to a date that is after 17 December of any calendar year, a further extension of time shall be automatically agreed to by the Owners Corporation to allow for the	Owners Corporation	16 business days	5.2



Item	Description	Responsibility	Date	Clause
	Christmas and New Year construction industry shut down period in relation to the timeframe for the Builder to complete those works under clauses 2.2, 3.1(a), 3.9, and as determined by the Joint Expert under clause 9.			
14	The Builder will progressively notify the Owners Corporation in writing that Practical Completion has occurred for each of the: (a) Agreed Items under clause 2.2; (b) Further Agreed Items under clause 3.5; and (c) Expert Determination Items under clause 9, as the case may be.	Builder	Within 5 Business Days	8.2
15	The Owners Corporation will arrange for any inspection of the Rectified Items, Agreed Items, Further Agreed Items and Expert Determination Items, as the case may be, by the Owners Corporation's Experts in a joint inspection with the Builder.	Owners Corporation	Within 15 Business Days of the date of notification in clause 8.1 or 8.2 as the case may be	8.3
16	The Owners corporation must: (a) confirm in writing that Practical Completion of the: (i) Agreed Items; or (ii) Rectified Items; or (iii) Further Agreed Items; or (iv) Expert Determination Items, As the case may be, had occurred; or (b) advise the Builder in writing of: (i) any: (A) Agreed Items; (B) Rectified Items; or (C) Further Agreed Items; or (d) Expert Determination Items, as the case may be, where the Owners corporation is of the opinion that Practical Completion has not been reached and give written detailed reasons why. Note: If the Owners Corporation fails to	Owners Corporation	Within 15 Business Days of the inspection in clause 8.3	8.4, 8.5



Item	Description	Responsibility	Date	Clause
	<i>confirm in writing the above, then practical Completion will be taken to have occurred on the date of notice.</i>			
17	The Owners Corporation (together with the Owners Corporation's Experts) and the Builder must meet and further investigate and assess any items which the Builder provides advice under clause 8.6(b), including a joint inspection at the Building if required, to attempt to agree (using best efforts and in good faith) what is required to achieve Practical Completion. The Builder may invite any of its subcontractors or other advisers or experts to attend such meeting. <i>Note: If the Owners Corporation does not undertake this obligation, then Practical Completion will be deemed to have occurred.</i>	Owners Corporation/ Builder	Within 20 Business Days of receipt of the notice under clause 8.6(b)	8.7, 8.9
18	Upon any reference to Expert Determination, the Builder and the Owners Corporation shall attempt in good faith to agree upon a Joint Expert, but if they are unable to agree, they must request the Chairperson for the time being of the Resolution Institute (formerly IAMA) to nominate a suitably qualified and independent building consultant/expert to act as the Joint Expert for the purposes of this Deed and the Parties must agree to this appointment subject to the nominated Joint Expert agreeing to act in accordance with the terms of this Deed and the Joint Retainer.	Owners Corporation/ Builder	Within 10 Business Days	9.1
19	The Builder and the Owners Corporation agree that the Joint Expert is to respond to any reasonable request of the Builder and/or the Owners Corporation, regarding any item the subject of the Expert Determination.	Owners Corporation/ Builder	Within 14 days of a written request being received	9.4(c)

SP99426 Defects Meeting – Catch up

Meeting Date	24 October 2025	11:30am-11:45am

STAKEHOLDER	COMPANY	ATTENDANCE/ DISTRIBUTION	EMAIL
Chris Garner	B&D	Y / Y	Christopher.garner@bright-duggan.com.au
Chris Klazidis	Pacific	N / Y	cklazidis@pacificbmg.com.au
Ritchie Jones	OC	N / Y	ritchie_jones@outlook.com
Helen Tighe	OC	Y / Y	helentighe07@hotmail.com
Edward Lee	MIRVAC	Y / Y	edward.lee@mirvac.com
Sturt Hodgson	MIRVAC	Y / Y	sturt.hodgson@mirvac.com

Item #	Description	Action Required	Who	When
1	Standstill Deed. Swaab have prepared a standstill deed for both parties to review.	Review and execution of deed <u>COMPLETED</u>	Mirvac/OC	7 July 2025
2	Building Defects. Diagnostech are finalising a schedule for the required investigative inspections from which they will be able update their existing fee proposal for the OC to approve.	Diagnostech prepare scope and proposal for OC approval. OC have approved Diagnostech proposal. <u>COMPLETED</u>	Diagnostech & OC	7 July 2025 23 July 2025
3	Building Defects – Inspections. Diagnostech will coordinate with Mirvac representatives and book in dates for investigations.	Diagnostech organise inspection dates with Mirvac and liaise with BM for access.	Diagnostech Mirvac and Chris Klazidis	31 July 2025 (est.)

SP99426 Defects Meeting – Catch up

	Mirvac advised that Nathan Murray will be in attendance of site inspections. Mirvac have requested inspection schedule (indicating the locations for investigation, along with a categorised schedule listing the relevant items) in order to complete inspections in areas that they are currently working, not all areas noted. Mirvac's familiarity with the building may assist in more accurately diagnosing these issues. Building Defects – Inspections. Diagnostech will coordinate with Mirvac representatives to complete further investigations.	Mirvac to liaise with BM for access to areas Diagnostech have provided inspection dates as follows - 22/9, 23/9, 29/9, 30/9, 7/10, 8/10. Notices to be sent to residents <u>COMPLETED</u>	Mirvac & BM Diagnostech SM & BM	Dates will need to be in early September 22/8/2025 8/9/2025
3a	Building Defects – Final Report SWAAB have provided Diagnostech's final report following inspections to Mirvac for review and response.	Mirvac to respond to alleged defects outlined in Diagnostech's report	Mirvac	14 November 2025
4	Fire Defects – 6 Year. Mirvac to inspect defects identified in Fahrenheit's report. Mirvac advised that this will occur following execution of Standstill Deed and confirmation of Fahrenheit 6-year report being in its final version.	Confirmation that Fahrenheit's report is in final form. This to be clarified in standstill deed.	Chris Garner	7 July 2025 <u>Completed</u>

SP99426 Defects Meeting – Catch up

	Fahrenheit site meeting with Mirvac – 14 July at 2:00pm to review defects outlined in the report.	Site Inspection	Mirvac & Fahrenheit	14 July 2025 <u>Completed</u>
	Mirvac have provided initial feedback in relation to the identified fire defects for Fahrenheit to review.	Fahrenheit have responded to feedback and a revised report to be tabled addressing resolution of minor fire items. Mirvac are reviewing internally more significant fire items and will outline their position in due course.	Mirvac & Fahrenheit	10 August 2025
	Updated Report from Fahrenheit (LIT2024.247C) provided to Mirvac for review and feedback	Mirvac to review report and liaise with FG	Mirvac/ Fahrenheit	Oct/Nov 2025
	Rectification Works	Mirvac have confirmed that following a Deed of Settlement agreed by both parties that the works to address the agreed defects will commence.	Mirvac	7 November 2025
		The OC has proposed a rectification deed which encompasses rectification of all the agreed alleged major defects at the property. Mirvac to confirm: 1. Acceptance of Fahrenheit's Supplementary Report dated 1 August 2025 regarding the fire defects and provide a position with respect to the items which have	Mirvac	7 November 2025

SP99426 Defects Meeting – Catch up

		the notation that '<i>works are to be carried out in line with the recommended method of repair</i>'. 2. That a rectification deed is agreeable.		
4b	Fire Defects – 6 Year – Rectifications			
5	Fire Defects - 2 year. Mirvac advised that this will occur following execution of Standstill Deed and confirmation of Fahrenheit 2 year report being in its final version. Fahrenheit site meeting with Mirvac – 14 July at 2:00pm to review defects outlined in the report. Mirvac have provided initial feedback in relation to the identified fire defects for Fahrenheit to review. Insurance deadline 14 August 2025 Mirvac and Fahrenheit have agreed on scope for two-year items. Updated Report from Fahrenheit (LIT2024.247C) provided to Mirvac for review and feedback Fahrenheit input re: Items 11 and 91	Confirmation that Fahrenheit's report is in final form. This to be clarified in standstill deed. Site Inspection Fahrenheit have responded to feedback and a revised report to be tabled addressing resolution of minor fire items. Mirvac are reviewing internally more significant fire items and will outline their position in due course. Mirvac to provide a program to finalise agreed items. It was noted that some of the remaining 9 items are being addressed by subcontractors today and in the coming weeks.	Chris Garner Mirvac & Fahrenheit Mirvac & Fahrenheit Mirvac Fahrenheit	7 July 2025 <u>Completed</u> 14 July 2025 <u>Completed</u> 10 August 2025 29 August 2025 12/9/2025

SP99426 Defects Meeting – Catch up

	Finalisation of Defects	Fahrenheit to provide input regarding costs/timeline for evidence of suitability or alternative method of rectification for Items 11 and 91. Both Parties (Mirvac and SP99426) have confirmed completion of 2 year fire defects and release Mirvac from all claims in relation to the 2-year items. <u>COMPLETED</u>	Mirvac/OC	19/10/2025
6	Cladding. Mirvac to supply documentation regarding cladding replacement works, testing results and warranties.	Chris Garner to write to Mirvac requesting this documentation. <u>COMPLETED</u>	Mirvac	31 July 2025
	Next meeting date			7 November 2025

SP99426 Defects Meeting – Catch up

Meeting Date	1 August 2025	9:30am-9:47am

STAKEHOLDER	COMPANY	ATTENDANCE/ DISTRIBUTION	EMAIL
Chris Garner	B&D	Y / Y	Christopher.garner@bright-duggan.com.au
Chris Klazidis	Pacific	Y / Y	cklazidis@pacificbmng.com.au
Ritchie Jones	OC	N / Y	ritchie_jones@outlook.com
Helen Tighe	OC	Y / Y	helentighe07@hotmail.com
Edward Lee	MIRVAC	Y / Y	edward.lee@mirvac.com
Sturt Hodgson	MIRVAC	Y / Y	sturt.hodgson@mirvac.com

Item #	Description	Action Required	Who	When
1	Standstill Deed. Swaab have prepared a standstill deed for both parties to review.	Review and execution of deed <u>COMPLETED</u>	Mirvac/OC	7 July 2025
2	Building Defects. Diagnostech are finalising a schedule for the required investigative inspections from which they will be able update their existing fee proposal for the OC to approve.	Diagnostech prepare scope and proposal for OC approval. OC have approved Diagnostech proposal. <u>COMPLETED</u>	Diagnostech & OC	7 July 2025 23 July 2025
3	Building Defects – Inspections. Diagnostech will coordinate with Mirvac representatives and book in dates for investigations. Mircvac advised that Nathan Murray will be in attendance of site inspections. Mircvac have requested inspection schedule (indicating the locations for investigation, along with a categorised schedule listing the relevant items) in order to complete inspections in areas that they are currently working, not all areas noted. Mircvac’s familiarity with the building	Diagnostech organise inspection dates with Mirvac and liaise with BM for access. Mircvac to liaise with BM for access to areas	Diagnostech Mircvac and Chris Klazidis Mircvac & BM	31 July 2025 (est.) Dates will need to be in late August

SP99426 Defects Meeting – Catch up

	may assist in more accurately diagnosing these issues.			
4	Fire Defects – 6 Year. Mirvac to inspect defects identified in Fahrenheit's report. Mirvac advised that this will occur following execution of Standstill Deed and confirmation of Fahrenheit 6-year report being in its final version. Fahrenheit site meeting with Mirvac – 14 July at 2:00pm to review defects outlined in the report. Mirvac have provided initial feedback in relation to the identified fire defects for Fahrenheit to review.	Confirmation that Fahrenheit's report is in final form. This to be clarified in standstill deed. Site Inspection Fahrenheit have responded to feedback and a revised report to be tabled addressing resolution of minor fire items. Mirvac are reviewing internally more significant fire items and will outline their position in due course.	Chris Garner Mirvac & Fahrenheit Mirvac & Fahrenheit	7 July 2025 <u>Completed</u> 14 July 2025 <u>Completed</u> 10 August 2025
5	Fire Defects - 2 year. Mirvac advised that this will occur following execution of Standstill Deed and confirmation of Fahrenheit 2 year report being in its final version. Fahrenheit site meeting with Mirvac – 14 July at 2:00pm to review defects outlined in the report. Mirvac have provided initial feedback in relation to the identified fire defects for Fahrenheit to review. Insurance deadline 14 August 2025	Confirmation that Fahrenheit's report is in final form. This to be clarified in standstill deed. Site Inspection Fahrenheit have responded to feedback and a revised report to be tabled addressing resolution of minor fire items. Mirvac are reviewing internally more significant fire items and will	Chris Garner Mirvac & Fahrenheit Mirvac & Fahrenheit	7 July 2025 <u>Completed</u> 14 July 2025 <u>Completed</u> 1 August 2025

SP99426 Defects Meeting – Catch up

		outline their position in due course.		
6	Cladding. Mirvac to supply documentation regarding cladding replacement works, testing results and warranties.	Chris Garner to write to Mirvac requesting this documentation. <u>COMPLETED</u>	Mirvac	31 July 2025
	Next meeting date		v	15 August 2025

SP99426 Defects Meeting – Catch up

Meeting Date	25 July 2025	9:30am-9:47am

STAKEHOLDER	COMPANY	ATTENDANCE/ DISTRIBUTION	EMAIL
Chris Garner	B&D	Y / Y	Christopher.garner@bright-duggan.com.au
Chris Klazidis	Pacific	Y / Y	cklazidis@pacificbmg.com.au
Ritchie Jones	OC	N / Y	ritchie_jones@outlook.com
Helen Tighe	OC	Y / Y	helentighe07@hotmail.com
Edward Lee	MIRVAC	Y / Y	edward.lee@mirvac.com
Sturt Hodgson	MIRVAC	Y / Y	sturt.hodgson@mirvac.com

Item #	Description	Action Required	Who	When
1	Standstill Deed. Swaab have prepared a standstill deed for both parties to review.	Review and execution of deed <u>COMPLETED</u>	Mirvac/OC	7 July 2025
2	Building Defects. Diagnostech are finalising a schedule for the required investigative inspections from which they will be able update their existing fee proposal for the OC to approve.	Diagnostech prepare scope and proposal for OC approval. OC have approved Diagnostech proposal. <u>COMPLETED</u>	Diagnostech & OC	7 July 2025 23 July 2025
3	Building Defects – Inspections. Diagnostech will coordinate with Mirvac representatives and book in dates for investigations. Mircvac advised that Nathan Murray will be in attendance of site inspections.	Diagnostech organise inspection dates with Mirvac and liaise with BM for access.	Diagnostech Mircvac and Chris Klazidis	31 July 2025 (est.) Dates will need to be in late August
4	Fire Defects – 6 Year. Mirvac to inspect defects identified in Fahrenheit’s report. Mircvac advised that this will occur following execution of Standstill Deed and confirmation of Fahrenheit 6-year report being in its final version.	Confirmation that Fahrenheit’s report is in final form. This to be clarified in standstill deed.	Chris Garner	7 July 2025 <u>Completed</u>

SP99426 Defects Meeting – Catch up

	Fahrenheit site meeting with Mirvac – 14 July at 2:00pm to review defects outlined in the report. Mirvac have provided initial feedback in relation to the identified fire defects for Fahrenheit to review.	Site Inspection Fahrenheit have responded to feedback and are to revise their report	Mirvac & Fahrenheit Mirvac & Fahrenheit	14 July 2025 <u>Completed</u> 31 July 2025
5	Fire Defects - 2 year. Mirvac advised that this will occur following execution of Standstill Deed and confirmation of Fahrenheit 2 year report being in its final version. Fahrenheit site meeting with Mirvac – 14 July at 2:00pm to review defects outlined in the report. Mirvac have provided initial feedback in relation to the identified fire defects for Fahrenheit to review. Insurance deadline 14 August 2025	Confirmation that Fahrenheit's report is in final form. This to be clarified in standstill deed. Site Inspection Fahrenheit have responded to feedback and are to revise their report	Chris Garner Mirvac & Fahrenheit Mirvac & Fahrenheit	7 July 2025 <u>Completed</u> 14 July 2025 <u>Completed</u> 31 July 2025
6	Cladding. Mirvac to supply documentation regarding cladding replacement works, testing results and warranties.	Chris Garner to write to Mirvac requesting this documentation. Awaiting response from Mirvac.	Mirvac	31 July 2025
	Next meeting date			1 August 2025



DEED OF SETTLEMENT

THE OWNERS – STRATA PLAN NO. 99426

ADDRESS: 178-180 LIVINGSTONE ROAD, MARRICKVILLE NSW
2204

(OWNERS CORPORATION)

MIRVAC CONSTRUCTIONS PTY LTD ACN 003 353 713

ADDRESS: LEVEL 28, 200 GEORGE STSREET, SYDNEY NSW 2000

(BUILDER)

MIRVAC PROJECTS PTY LTD ACN 001 069 245

ADDRESS: LEVEL 28, 200 GEORGE STREET, SYDNEY NSW 2000

(DEVELOPER)

Ref HEK: 254304



Contents

Parties	1
Background	1
Agreed terms	1
1 Definitions and interpretation	1
2 Agreed Items	5
3 Further Investigation Items	5
4 Access	6
5 Extension of Time	8
6 Performance Conditions	8
7 Insurance	9
8 Practical Completion	9
9 Engagement of Joint Expert	11
10 Release	13
11 Owners Corporation Acknowledgement and Agreement	14
12 Indemnity with respect to Rectification Work	14
13 Indemnity by Developer	14
14 Warranties	14
15 Further Proceedings	15
16 No Bar to Statutory Rights or Statutory Obligations	15
17 Confidentiality	15
18 Notices	16
19 Law and Jurisdiction	17
20 General	17
Signing page(s)	19
Annexure A Alleged Defects Schedule	1



DEED OF SETTLEMENT

This deed is dated 2025

Parties

Name	The Owners - Strata Plan No. 99426
Short form name	Owners Corporation
Address	178-180 Livingston Road, Marrickville NSW 2204

Name	Mirvac Constructions Pty Ltd ACN 003 353 713
Short form name	Builder
Address	Level 28, 200 George Street, Sydney NSW 2000

Name	Mirvac Projects Pty Ltd ACN 001 069 245
Short form name	Developer
Address	Level 28, 200 George Street, Sydney NSW 2000



Background

- A** The Owners Corporation is the owner of the common property in a strata plan comprising of 225 residential lots and common property situated at 178-180 Livingstone Road, Marrickville NSW 2204 under strata plan no. 99426 registered on 14 June 2019 (**the Common Property**).
- B** The Developer owned the land upon which the Common Property is situated (**the Land**) at all material times and entered into a contract with the Builder to construct the Building, and other improvements on the Land (**the Works**).
- C** The Works performed by the Builder were 'residential building works' as defined section 3 of the *Home Building Act 1989* (**HBA**).
- D** The Owners Corporation alleges that some of the Works carried out by the Builder were in breach of the Statutory Warranties.
- E** As a successor in title to the Developer, the Owners Corporation is entitled to the same rights as against the Builder that the Developer has against the Builder in respect of the Statutory Warranties insofar as they relate to the Common Property.
- F** The Owners Corporation alleges that the Alleged Breaches have resulted in the Alleged Defects to the Common Property.
- G** The Builder and Developer deny that the Works or the Alleged Defects are in breach of the Statutory Warranties.
- H** An interim occupation certificate was issued on 8 July 2019 for Building A and Building B. An interim occupation certificate was issued on 31 July 2019 for Building C.
- I** Without any admission of liability, and notwithstanding that the Owners Corporation saying that section 18(1)(e) of the HBA applies, the Parties agreed to a Standstill Period of 6 months from the date of the Standstill Deed entered into on 7 July 2025.
- J** In accordance with the Standstill Deed, the Owners Corporation must commence proceedings for the Alleged Breaches no later than 8 January 2026 but not before 11 December 2025.
- K** Without any admission of liability, the Parties have agreed to resolve the claims for Alleged Breaches and for Alleged Defects on the terms and conditions set out in this Deed.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this Deed unless the context otherwise requires or permits:

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

Additional Expert Reports means a report from an appropriately qualified expert which assesses whether or not the relevant Alleged Defect constitutes a non-compliance with the Statutory Warranties and which is procured by the Owners Corporation at its own cost and



provided to the Builder pursuant to either clause 3.4 or clause 3.5 of this Deed.

Agreed Items means the items identified as 'Agreed Items' in the Classification column in Annexure A to this Deed.

Alleged Breaches means the allegations that the Alleged Defects constitute defects in the Common Property or are in breach of the Statutory Warranties.

Alleged Defect or Alleged Defects means all alleged defects in:

- (a) the report prepared by Hugo Rudd of Diagnostech dated 10 June 2025;
- (b) the supplementary report prepared by Hugo Rudd of Diagnostech dated 10 October 2025;
- (c) the report prepared by Doron Levy of Fahrenheit dated 12 June 2025; and
- (d) the supplementary report prepared by Doron Levy of Fahrenheit dated 1 August 2025.
- (e) those further issues set out in Annexure A to this Deed.

Builder's Work Schedule means a work schedule prepared by the Builder outlining a schedule for the performance of the Rectification Works for the Agreed Items.

Building means the building erected on the Land comprised in the Strata Plan.

Business Day means Monday, Tuesday, Wednesday, Thursday or Friday excluding public holidays and the Christmas shut down period from 19 December to 5 January.

Claims mean all claims, actions, suits, demands, causes of action, liabilities and costs of whatsoever kind arising out of or in connection with the Alleged Breaches and the Alleged Defects.

Common Property means the common property identified in the Strata Plan.

Date of Practical Completion means the date upon which Practical Completion is reached for each of the:

- (a) Agreed Items;
- (b) Further Agreed Items;
- (c) Expert Determination Items; and
- (d) Rectified Items,

as the case may be, pursuant to the Deed, being either:

- (i) the date pursuant to clause 4.7(a) and / or 8.1 or
- (ii) the date determined by the Joint Expert pursuant to clause 9.

DBP Act means the *Design and Building Practitioners Act 2020* (NSW) and any accompanying regulations.

Disputed Items means either;

- (a) an item identified pursuant to clause 3.1(c) and/or referred to the Joint Expert by any party pursuant to clause 3.10;
- (b) an item identified pursuant to clause 3.4; or

- (c) an item identified pursuant to clause 8.4(b), 8.9 and/or referred to the Joint Expert for determination of either party pursuant to clause 8.9.

Expert Determination means an expert determination to be carried out by the Joint Expert.

Expert Determination Items means any items which are referred to Expert Determination pursuant to clause 3.10 and 8.2 which the Joint Expert determines.

Further Agreed Items means the 'Further Investigation Items' which are agreed to be rectified by the Builder in accordance with clause 3.1 to clause 3.8 of this Deed.

Further Investigations means the further investigations to be carried out by the Builder pursuant to clause 3.1 of this Deed at the Builder's cost in relation to the Further Investigation Items.

Further Investigation Items means the items identified as 'Further Investigation Items' in the Classification column in Annexure A to this Deed.

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

Inclement Weather Event means a weather event which results in it being unsafe or unreasonable for the Builder to perform the Rectification Work at the Property on a particular day.

Joint Expert means the independent joint expert appointed by the Builder and the Owners Corporation in accordance with the terms of this Deed.

Lot means an individual lot in the Strata Plan.

Non-Rectification Items means:

- (a) the items that the parties have agreed are not defects and which are identified as 'Non-Rectification Items' in the Classification column in Annexure A to this Deed;
- (b) the items agreed by the Parties as items not requiring rectification; and
- (c) those items classified as Non-Rectification Items under the terms of this Deed.

Owners Corporation's Experts means:

- (a) Doron Levy;
- (b) Hugo Rudd; and/or
- (c) any alternate or further suitably qualified expert consultant nominated or appointed by the Owners Corporation in relation to the Alleged Defects and notified to the Builder and Developer, which could include the author of any Additional Expert Report.

Parties means all of the parties to this Deed.

Performance Conditions means the conditions under which the Builder must perform the Rectification Work as set out in clause 6 of this Deed.

Practical Completion means when the Rectification Work notified by the Builder to the Owners Corporation is complete in accordance with clause 8 of this Deed except for minor omissions, clean up and removal of all of the Builder's equipment from the Common Property.



Property means the building and land comprised in the Strata Plan at 178-180 Livingstone Road, Marrickville NSW 2204.

Rectified Items means the items identified as 'Rectified Items' in the 'Classification' column in Annexure A to this Deed.

Rectification Work means the works to be performed by the Builder under the terms of this Deed including any works performed by the Builder in respect of the Rectified Items, Agreed Items, the Further Agreed Items and any Expert Determination Items.

SSMA 2015 means the *Strata Schemes Management Act 2015* (NSW).

Strata Manager means the strata manager that is appointed by the Owners Corporation in respect of the Strata Plan from time to time.

Strata Plan means the strata plan with registered number 99426.

Statutory Warranties means the warranties under section 18B of the HBA.

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

1.2 Interpretation

In this Deed unless the context otherwise requires or permits:

- (a) each of the expressions defined in the Background shall have the meaning assigned to it;
- (b) references to a party will include as the context requires respective executors, administrators, successors and permitted assigns;
- (c) references to a person includes any other entity recognised by law and vice versa;
- (d) headings, under linings and marginal notes are only included for ease of reference;
- (e) references to legislation or legislative provisions will include modifying, consolidating or replacing legislation or legislative provisions;
- (f) references to months and years means calendar months and years;
- (g) words denoting the singular number include the plural and vice versa;
- (h) words denoting one gender include every gender;
- (i) words denoting natural persons include any Corporation or other owners corporation or Government Body and vice versa;
- (j) where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;
- (k) every covenant or provision applying to or binding more than one person will bind them jointly and each of them severally;
- (l) delivery of this Deed will be taken to have been given on the date it bears;
- (m) if any part of this Deed is void or unenforceable or would be so unless severed, then the rest of the document will continue to have full force and effect;



- (n) the use of headings are only for convenience and do not affect interpretation; and
- (o) if the day on which any act, matter or thing is to be done under or pursuant to this Deed is not a Business Day, that act, matter or thing may be done on the next Business Day.

2 Agreed Items

- 2.1 The Builder will use reasonable endeavours to commence rectification of the Agreed Items within six (6) weeks of entry into this Deed.
- 2.2 Subject to the terms of this Deed, the Builder will rectify the Agreed Items within six (6) months of entry into this Deed or the date as extended under this Deed in accordance with the Performance Conditions and the terms of this Deed.

3 Further Investigation Items

- 3.1 The Builder will:
 - (a) subject to clauses 3.1(b) and 5, undertake the Further Investigations for the Further Investigation Items with due diligence and without unreasonable delay in accordance with the terms of this Deed and will use reasonable endeavours to do so within twelve (12) weeks of the date of this Deed;
 - (b) be entitled to an extension of the twelve week period in clause 3.1(a) above by a day for each day:
 - (i) for an Inclement Weather Event;
 - (ii) if access is unable to be provided to a Lot; and/or
 - (iii) if the Owners Corporation does not allow access to Common Property,where such event affects access required for the Rectification Works.
 - (c) upon completion of the Further Investigations provide a written list to the Owners Corporation identifying the Further Investigation Items which are to be classified as Further Agreed Items and any that are to be classified as Disputed Items. The Builder is to provide that list within the time period provided at clause 3.1(a) or as extended under this Deed.
- 3.2 If clause 3.1(b) above or clause 5 below applies, the Builder shall provide written notice of such extension to the Owners Corporation on a monthly basis including details of the number of days for which the extension is necessary.
- 3.3 The Owners Corporation will assist as reasonably necessary to allow the Further Investigations to be completed by the Builder and will, at the Owner's Corporation's cost, arrange for the attendance of the Owners Corporation's Experts at the Property with the Builder to conduct the Further Investigations if reasonably requested by the Builder upon adequate notice of not less than twenty one days to allow the Owners Corporation's Expert to assist in the preparation of scopes of works if necessary in consultation with the Builder.
- 3.4 If the Builder's written list provided pursuant to clause 3.1(c), identifies

Disputed Items then the Owners Corporation must, only in respect of those items, and at the Owners Corporation's cost promptly procure Additional Expert Reports in relation to each of these Disputed Items. Copies of the Additional Expert Reports must be provided to the Builder and the Developer promptly after being finalised.

- 3.5** Subject to clause 3.3 above, the Owners Corporation (together with the Owners Corporation's Experts) and the Builder must meet and further investigate and assess the Disputed Items, including a joint inspection at the Building if required, to agree (using best efforts in good faith) which of the Disputed Items are Further Agreed Items. The Builder may invite any of its subcontractors or other advisers or experts to attend such meeting.
- 3.6** If any Disputed Items are added to the list of Further Agreed Items, then the Builder will use reasonable endeavours to rectify these Further Agreed Items within six months of the Disputed Item being added to the list of Further Agreed Items subject to any of the matters giving rise to an extension of time included under clause 3.1(b) and clause 3.2 in accordance with the Performance Conditions and the terms of this Deed. Any Disputed Items which are not added to the list of Further Agreed Items will be classified as Non-Rectification Items unless referred to Expert Determination in accordance with the terms of this Deed. .
- 3.7** If the Builder is unable to gain access to any Lot on two occasions to carry out Further Investigations in relation to any Further Investigation Items located in any Lot, having given reasonable notice to the Owners Corporations on each occasion, the Further Investigation Item located in or accessible only with access to the Lot will be deemed a Non-Rectification Item and the Builder will have no further obligation in relation to that Lot under the terms of this Deed. Nothing in this clause 3.7 prevents the Owners Corporation from seeking an Access Order.
- 3.8** The Builder agrees to provide all necessary documentation including certifications and plans to the Owners Corporation's Experts as reasonably required to determine if the Disputed Items give rise to a breach of Statutory Warranties.
- 3.9** The Builder will use reasonable endeavours to rectify any Further Agreed Items within six months of such agreement subject to any of the matters giving rise to an extension of time included under clause 3.1(b) or clause 5.
- 3.10** Either the Builder or the Owners Corporation may refer any Disputed Items that are not agreed to be Further Agreed Items or Non-Rectification Items as the case may be to the Joint Expert for determination pursuant to clause 9 of this Deed.

4 Access

- 4.1** The Builder is permitted to perform Rectification Work on internal and external Common Property areas in accordance with the Performance Conditions upon reasonable notice of access to the Owners Corporation after the entering into of this Deed.
- 4.2** When the Builder requires access to a Lot for the performance of the Rectification Work, the Builder is to provide at least 10 Business Days' notice in writing to the Strata Manager (**Access Notice**).

- 4.3** Upon receipt of the Access Notice from the Builder for access to a Lot the Strata Manager will provide notices for access to occupants in the Building in accordance with the Builder's Work Schedule.
- 4.4** The Owners Corporation must provide access to the Builder:
- (a) as requested under this clause; and
 - (b) where there is an emergency.
- 4.5** If the Owners Corporation, lot owner or an occupant fails to give access to their/his/her Lot to the Builder on no more than two occasions in accordance with an Access Notice, the Builder will:
- (a) notify the Owners Corporation and Strata Manager when the Builder attempted to obtain access; and
 - (b) request that the Owners Corporation arrange access to the particular area or unit on a date not less than 10 Business Days.
- 4.6** Within 10 Business Days of the date of the notice in clause 4.5, the Owners Corporation must either:
- (a) provide access to the particular area or Lot within the Property; or
 - (b) apply for an Access Order to that particular area or Lot within the Property.
- 4.7** Subject to clause 4.5 and 4.6, the Owners Corporation agrees that in respect of any Lot for which the Builder has issued an Access Notice or any Lot for which the Owners Corporation has been unable to obtain an Access Order:
- (a) that item or Rectification Work, in relation to the Common Property within that Lot will be agreed to have reached Practical Completion; and
 - (b) the Builder will have no further obligations in relation to that Lot under the terms of this Deed.
- 4.8** If the occupant is required to relocate from their/his/her Lot for the duration of the work the Builder shall:
- (a) provide at least 15 Business Days' notice to the Strata Manager and identify the duration of that work and when the occupant may return to their/his/her Lot;
 - (b) pay the reasonable accommodation costs with comparable like for like accommodation of the occupant for the duration of the Rectification Work affecting that Lot; and
 - (c) pay reasonable relocation costs incurred to vacate and relocate back to the Lot.

- 4.9** In respect of this clause 4, the Owners Corporation will provide access to the Building for the Builder, the Developer and its contractors to perform Rectification Work, including allowing access to amenities and utilities (water and power), a suitable storage area within the basement for trade vehicles, equipment, materials and waste management for the purpose of performing the Rectification Work.

5 Extension of Time

- 5.1** The Builder will be entitled to a reasonable extension of time for any periods referable to the Rectification Work, including but not limited to the periods referred to in clauses 2.2, 3.1(a), 3.9, and as determined by the Joint Expert under clause 9, if it is delayed or disrupted in performing the Rectification Work by:
- (a) a cause of delay or disruption which is beyond the Builder's reasonable control, including those matters set out in clause 3.1(b) (irrespective of whether they apply to an Agreed Item, a Further Investigation Item or a Further Agreed Item); or
 - (b) any act or omission of the Owners Corporation, lot owners or occupiers of the lots within the Strata Plan (or the employees, agents, or contractors of any of them).
- 5.2** If any extension of time has the effect that the periods referred to in clauses 2.2, 3.1(a), 3.9, and as determined by the Joint Expert under clause 9 are extended to a date that is after 17 December of any calendar year, a further 16 business days extension of time shall be automatically agreed to by the Owners Corporation to allow for the Christmas and New Year construction industry shut down period in relation to the timeframe for the Builder to complete those works under clauses 2.2, 3.1(a), 3.9, and as determined by the Joint Expert under clause 9.
- 5.3** The Owners Corporation may reasonably request in writing detail of any extensions of time to the time periods in clauses 2.2, 3.1(a), 3.9, and 9 of this Deed.

6 Performance Conditions

- 6.1** The Builder will perform the Rectification Work under this Deed:
- (a) at its own cost;
 - (b) to a reasonably competent standard to achieve compliance with the Building Code of Australia, the warranties set out in section 18B of the HBA, the duty of care set out in Part 4 of the DBP Act to achieve Practical Completion;
 - (c) providing reasonable notice for access for the purposes of carrying out the Rectification Work to the Owners Corporation;
 - (d) with minimal disturbance to the occupants in the Building;
 - (e) within the hours of 7.00 a.m. to 5.00 p.m. Monday to Friday;
 - (f) protecting and securing, to the extent possible, those parts of the Property which the Builder is required to access, occupy, utilise, store materials or equipment on, or carry out work in connection with the performance of its obligations under this Deed so as to prevent damage or injury to property or person



- occurring in connection with carrying out obligations under this Deed; and
- (g) in accordance with its obligations under the WHS Legislation (to the extent that it applies);
- (h) cleaning up and removing all tools, equipment, debris and other materials from the Property upon completion.

7 Insurance

- 7.1** Before commencing the Rectification Work, the Builder must effect and maintain and provide to the Owners Corporation a certificate of currency in respect of the following insurances:
- (a) a public liability policy for a minimum amount of \$20 million per occurrence; and
 - (b) a worker's compensation policy for all persons employed by the Builder.

8 Practical Completion

- 8.1** The Parties agree that the Builder has achieved Practical Completion of Rectified Items as at the date of this Deed. For the purposes of this Deed, the Parties agree that the Builder has provided notification in relation to the Rectified Items in accordance with clause 8.2 below.
- 8.2** The Builder will progressively notify the Owners Corporation in writing within 5 Business Days that Practical Completion has occurred for each of the:
- (a) Agreed Items under clause 2.2;
 - (b) Further Agreed Items under clause 3.5; and
 - (c) Expert Determination Items under clause 9,
- as the case may be.
- 8.3** Within 15 Business Days of the date of notification in clause 8.1 or 8.2 as the case may be, the Owners Corporation will arrange for any inspection of the Rectified Items, Agreed Items, Further Agreed Items and Expert Determination Items, as the case may be, by the Owners Corporation's Experts in a joint inspection with the Builder.
- 8.4** Within 15 Business Days of that inspection, the Owners Corporation must:
- (a) confirm in writing that Practical Completion of the:
 - (i) Agreed Items; or
 - (ii) Rectified Items; or
 - (iii) Further Agreed Items; or
 - (iv) Expert Determination Items,as the case may be, has occurred; or
 - (b) advise the Builder in writing of:
 - (i) any:
 - (A) Agreed Items;

- (B) Rectified Items; or
- (C) Further Agreed Items; or
- (D) Expert Determination Items,

as the case may be, where the Owners Corporation is of the opinion that Practical Completion has not been reached and give written detailed reasons why.

8.5 If the Owners Corporation fails to provide the confirmation and advice in clause 8.4, Practical Completion of:

- (a) Agreed Items;
- (b) Rectified Items; or
- (c) Further Agreed Items; or
- (d) Expert Determination Items,

as the case may be, will be deemed to have occurred on the date of the notice in clause 8.1 or 8.2 as the case may be.

8.6 If the Builder receives notice under clause 8.4 above, the Builder will either:

- (a) if it agrees with the Owner's Corporation's advice in clause 8.4(b) above, it agrees to undertake the reasonable and necessary scope of rectification work to achieve Practical Completion of the:
 - (i) Agreed Items;
 - (ii) Rectified Items; or
 - (iii) Further Agreed Items; or
 - (iv) Expert Determination Items,
- (b) if it disagrees with the Owner's Corporation's advice in clause 8.4(b) the Builder is to advise the Owners Corporation in writing of:
 - (i) any:
 - (A) Agreed Items;
 - (B) Rectified Items;
 - (C) Further Agreed Items; or
 - (D) Expert Determination Items,

as the case may be, where the Builder is of the opinion that Practical Completion has been reached and give written detailed reasons why.

8.7 The Owners Corporation (together with the Owners Corporation's Experts) and the Builder must meet and further investigate and assess any items which the Builder provides advice under clause 8.6(b), including a joint inspection at the Building if required, to attempt to agree (using best efforts and in good faith) what is required to achieve Practical Completion, within 20 Business Days of receipt of the notice under clause 8.6(b). The Builder may invite any of its subcontractors or other advisers or experts to attend such meeting.

8.8 When the Builder considers that it has achieved Practical Completion of any items which the Builder agrees to rectify under clause 8.6(a), then clauses 8.2 to 8.7 shall re-apply.

8.9 If the Owners Corporation does not undertake its obligations in clause 8.7 in accordance with the timeframe in clause 8.7, Practical Completion of:

- (a) the Agreed Items; or
- (b) Rectified Items; or
- (c) Further Agreed Items; or
- (d) Expert Determination Items,

as the case may be, will be deemed to have occurred on the date of the Builder's advice in clause 8.6(b) of this Deed.

8.10 If the Owners Corporation and the Builder cannot agree on

- (a) whether Practical Completion has been achieved for any:
 - (i) Agreed Items; or
 - (ii) Rectified Items; or
 - (iii) Further Agreed Items; or
 - (iv) Expert Determination Items,
 as the case may be; or
- (b) what the reasonable and necessary scope of rectification work required to achieve Practical Completion is for any:
 - (i) Agreed Items; or
 - (ii) Rectified Items; or
 - (iii) Further Agreed Items; or
 - (iv) Expert Determination Items,
 as the case may be; or
- (c) the Date for Practical Completion of any:
 - (i) Agreed Items;
 - (ii) Rectified Items; or
 - (iii) Further Agreed Items; or
 - (iv) Expert Determination Items,

as the case may be that remain in dispute, after undertaking the processes in clause 8.2 to 8.7 of this Deed, the Owners Corporation and Builder may refer any such items to the Joint Expert for determination under clause 9 of this Deed.

9 Engagement of Joint Expert

9.1 Upon any reference to Expert Determination, the Builder and the Owners Corporation shall attempt in good faith to agree upon a Joint Expert, but if they are unable to agree within 10 Business Days, they must request the Chairperson for the time being of the Resolution Institute (formerly IAMA) to nominate a suitably qualified and independent building consultant/expert to act as the Joint Expert for the purposes of this Deed and the Parties must agree to this appointment subject to the nominated Joint Expert agreeing to act in accordance with the terms of this Deed and the Joint Retainer.

- 9.2** The Builder and the Owners Corporation will enter into a joint retainer agreement with a Joint Expert (**Joint Retainer**).
- 9.3** Any such Expert Determination under this clause 9 shall be in accordance with the Expert Determination Rules provided for by the Resolution Institute as hereinafter modified.
- 9.4** The Builder and the Owners Corporation agree that the Joint Expert is to:
- (a) In the case of any Further Investigation Item referred to the Joint Expert pursuant to clause 3.10 determine:
 - (i) for that item, whether a defect exists that the Builder is responsible for;
 - (ii) what is the reasonable and necessary scope of rectification works for that item;
 - (b) In the case of any Agreed Items, Further Agreed Items, Rectified Items, and Expert Determination Items, as the case may be, referred to the Joint Expert pursuant to clause 8.10, determine:
 - (i) whether Practical Completion of the items has been achieved;
 - (ii) if not, what is the reasonable and necessary scope of rectification works for that item;
 - (c) respond to any reasonable request of the Builder and/or the Owners Corporation, regarding any item the subject of the Expert Determination, within 14 days of a written request being received; and
 - (d) provide written notice of his/her Expert Determination to the Parties as soon as reasonably practicable after the Joint Expert has made his/her determinations regarding any items the subject of the Expert Determination.
- 9.5** All costs and disbursements of the Joint Expert incurred in performing the duties under the Joint Retainer will be paid equally by the Builder and the Owners Corporation, or the Developer and the Owners Corporation, as the case may be under the Joint Retainer.
- 9.6** The Builder, the Owners Corporation and the Developer, as the case may be, under the Joint Retainer, will bear their own costs in connection with any Expert Determination under this clause.
- 9.7** The Builder, the Owners Corporation and the Developer, as the case may be under the Joint Retainer, must procure that the Joint Expert does not in any Expert Determination impose any liability on the Builder with respect to:
- (a) works executed by persons or entities other than the Builder and its subcontractors;
 - (b) maintenance issues;
 - (c) fair wear and tear; or
 - (d) work which could involve betterment or upgrading of the existing building to current building standards not applicable to the original construction.

- 9.8** Subject to clause 9.7, the Expert Determination is final and binding, except in the case of manifest error or unless otherwise agreed in writing by the Parties to the Joint Retainer.
- 9.9** If at any time before completion of any Expert Determination the subject of this clause 9 there ceases to be a Joint Expert, the Builder and the Owners Corporation or the Owners Corporation and the Developer, if applicable, shall appoint a new Joint Expert in accordance with clause 9 of this Deed.

10 Release

- 10.1** The Owners Corporation hereby releases and forever discharges the Builder and the Developer from all Claims in respect of the Rectified Items from the Date of Practical Completion of the Rectified Items.
- 10.2** The Owners Corporation hereby releases and forever discharges the Builder and the Developer from all Claims in respect of the Non-Rectification Items from the date of this Deed. With respect to the Further Investigation Items that, by force of clause 3.7 are deemed to be Non-Rectification Items, or are agreed or determined to be Non-Rectification Items in accordance with the terms of this Deed, the Owners Corporation hereby releases the Builder and the Developer from all Claims in respect of any Further Investigation Items which are deemed, agreed or determined to be Non-Rectification Items from the date of that deeming, agreement or determination.
- 10.3** The Owners Corporation releases and forever discharges the Builder and the Developer from all Claims in respect of any Further Investigation Items which:
- (a) pursuant to clause 4 are agreed not to be Further Agreed Items or otherwise are agreed to be Non-Rectification Items. The release set out in this clause 10.3(a) is effective from the date of the agreement that a relevant Further Investigation Item is agreed not to be a Further Agreed Item or is agreed or deemed to be a Non-Rectification Item;
 - (b) are Disputed Items identified by the Builder in accordance with clause 3.1(c) which, not having been added to a list of Further Agreed Items by the Builder, have not been referred to Expert Determination by the Owners Corporation in accordance with clause 3.10:
 - (i) within 3 months of any meeting conducted in accordance with clause 3.5 in respect of the Disputed Item; or
 - (ii) if no such meeting has been held, within 3 months of receipt of the Builder's notice issued in accordance with clause 3.1(c),
 the releases set out in this clause 10.3 are effective from the expiration of the period noted in this clause 10.3(b).
- 10.4** Subject to the terms of this Deed, upon the Date of Practical Completion of the:
- (a) Agreed Items; or
 - (b) Further Agreed Items; or
 - (c) Expert Determination Items,

as the case may be, the Owners Corporation hereby releases and forever discharges the Builder and the Developer from all Claims in respect of the Agreed Items, Further Agreed Items and Expert Determination Items, as the case may be.

- 10.5** For the avoidance of doubt, the Owners Corporation hereby releases and forever discharges the Developer and Builder from any Claims for any Alleged Defect for which the Builder's obligations are at an end under clause 8.5 and 8.9(d) of this Deed.
- 10.6** For the avoidance of doubt, to the extent that an Alleged Defect is not covered by the terms of this Deed, the Owners Corporation hereby releases and forever discharges the Developer and the Builder from any Claims in relation to such Alleged Deed as at the date of this Deed.

11 Owners Corporation Acknowledgement and Agreement

- 11.1** The Owners Corporation acknowledges and agrees that the Owners Corporation has not made, and will not, in the future, make or encourage the making of, any representation to the Secretary of the Department of Customer Services or any legislative authority with analogous powers under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in respect of the Alleged Defects, or registered the Building with any programmes administered by the Secretary in relation to alleged defective building work comprising the Alleged Defects, including 'Project Intervene'.

12 Indemnity with respect to Rectification Work

The Builder indemnifies the Owners Corporation against all claims for damage or injury to property or person during the Rectification Works which damage or injury arises as a result of the Builder or Developer carrying out its obligations under this Deed.

13 Indemnity by Developer

- 13.1** The Developer indemnifies the Owners Corporation for all obligations and liabilities of the Builder and is joint and severally liable for the obligations of the Builder under this Deed.

14 Warranties

- 14.1** Each Party warrants and represents to each other Party that:
- (a) this Deed creates legal, valid and binding obligations, enforceable against the other Party in accordance with its terms;
 - (b) unless otherwise stated, it has not entered into this Deed in the capacity of trustee of any trust;
 - (c) it has been afforded the opportunity of seeking independent legal advice from a solicitor or firm of solicitors of its choice in respect to this Deed;
 - (d) it has read and understood the contents of this Deed; and
 - (e) it acknowledges that the execution of this Deed was not brought about in any way by a collateral representation of any other party, the officers, employees, servants and/or agents

(present or former) or persons connected to any other party or by any third party other than as is specified in this Deed.

15 Further Proceedings

- 15.1** This Deed may be pleaded by the Parties as a bar to any further actions, proceedings or claims commenced or continued in connection with the matters the subject of this Deed. This bar will not operate to prevent an action in relation to the rights and obligations set out in this Deed.

16 No Bar to Statutory Rights or Statutory Obligations

- 16.1** The Parties agree that this Deed shall in no way affect or diminish:
- (a) any rights of the Owners Corporation to bring a claim for a breach of statutory duty of care under the DBP Act against the Builder, and the Developer for any alleged defects not included in the Alleged Defects; or
 - (b) any other statutory rights or obligations including, but not limited to, any obligations imposed on the Builder, and the Developer under the HBA, including but not limited to the Statutory Warranties, in respect of the Rectification Works and/or the DBP Act in respect of the Rectification Works.

17 Confidentiality

- 17.1** The terms of this Deed must be kept confidential. A Party must not disclose or permit to be disclosed either directly or indirectly the terms or subject matter of this Deed, or details of any discussions or negotiations between the Parties in relation to this Deed, except:
- (a) with the express written consent of each other Party, which consent must not be unreasonably withheld;
 - (b) to the extent required by law;
 - (c) for the purposes of any audit of a Party;
 - (d) for any other entity for internal reporting or external auditing purposes where, for the purposes of that other entity's financial reporting obligations, the Party to this Deed forms part of the economic entity of the other entity;
 - (e) to the extent necessary for the Owners Corporation to comply with its obligations under the SSMA 2015;
 - (f) to the extent necessary to enforce or give effect to the provisions and obligations under this Deed;
 - (g) to the extent the information is publicly available otherwise than as a result of a failure to observe obligations under this clause 17;
 - (h) on a confidential basis to the Party's professional advisers, bankers, financial advisers and financiers, on receipt of a written undertaking from that person to keep the terms confidential;
 - (i) to a Party's subsidiaries, parent, insurers, directors, officers, employees, agents, assigns and beneficiaries or any of them;

- (j) in the case of breach of any of the terms of this Deed; or
- (k) for the purpose of making a claim against any other person, but only to the extent necessary for that purpose.

18 Notices

18.1 All notices required or permitted to be given by one Party to another under this Deed must be in writing, addressed to the other Party and:

- (a) delivered to that Party's address; or
- (b) sent by ordinary mail to that Party's address; or
- (c) sent by electronic communication to that Party's address.

18.2 A notice given to a Party under clause 18.1 is treated as having been given and received:

- (a) if delivered to a Party's address on the day of delivery if a Business Day, otherwise on the next following Business Day; and
- (b) if transmitted by ordinary post to a Party's address, 7 Business Days' after postage; and
- (c) if sent by electronic mail, when the communication enters the information system on which the mailbox of the recipient's email address resides. A notice is taken to have entered the information system on which the mailbox of the recipient's email address resides if the sender does not receive notification within 24 hours of sending the communication that the communication has not been delivered.

18.3 Email notices

- (a) Notwithstanding any other provision of this Deed, the Parties agree that notices under this Deed may be sent by electronic mail to the Parties' email addresses stated in the Deed (or such changed email address as last communicated in writing by the Party).
- (b) The Party sending the notice must keep a contemporaneous printed record of any notice sent by it by electronic mail.
- (c) Each Party must monitor the information systems on which the mailboxes for their respective email addresses reside on a frequent and regular basis and no less often than once a week.
- (d) Each Party must immediately notify the other if they discontinue the use of, or change, their respective email addresses, or if they are unable to access their email addresses for a period longer than one week.
- (e) Each Party must ensure that it is able to receive notices to its email address, including by ensuring that sufficient storage capacity is available at all times.
- (f) For the avoidance of doubt, a notice sent by electronic mail under this Deed will be taken to be a notice in writing signed by the person identified as the sender of the electronic mail

18.4 Address of Parties

For the purposes of clause 18 the address of a Party is set out below:

The Owners – Strata Plan 99426	C/- Bright & Duggan Address: Level 7, 558 Pacific Highway, St Leonards NSW 2065 Email: Christopher.Garner@bright-duggan.com.au
Mirvac Constructions Pty Ltd ACN 003 353 713	Address: Level 28, 200 George Street, Sydney NSW 2000 Email: angela.martin@mirvac.com simone.bryant@mirvac.com anthony.green@mirvac.com
Mirvac Projects Pty Ltd ACN 001 069 245	Address: Level 28, 200 George Street, Sydney NSW 2000 Email: angela.martin@mirvac.com simone.bryant@mirvac.com anthony.green@mirvac.com

19 Law and Jurisdiction

19.1 Governing Law

This Deed is governed by the law in force in New South Wales.

19.2 Submission to Jurisdiction

The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Deed.

20 General

20.1 Amendment

This Deed may only be amended or supplemented in writing signed by the Parties.

20.2 Counterparts

This Deed may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

20.3 Electronic Execution and Exchange

The Parties agree that:

- (a) A Party may electronically sign a soft copy of this Deed and by doing so will:
 - (i) bind itself to this Deed; and
 - (ii) satisfy any statutory or other requirements for this Deed to be in writing and signed by that Party; and

- (b) a Party may exchange an executed counterpart of this Deed with another Party by sending it by email to the other Party or that other Party's legal representative. In such an instance the exchange by email will be deemed to be an effective exchange of an originally executed counterpart, and it is intended that such exchange is to take effect as delivery of the Deed;
- (c) if a Party to the Deed is a company incorporated in Australia and the Deed is signed by two directors of that Party or a director and company secretary of that Party, and each director or company secretary either signs a counterpart of the Deed that is in a physical form, or personally affixes their signature to the Deed electronically or by electronic means, then:
 - (i) the Deed is deemed to have been executed by that Party pursuant to section 127(1) of the *Corporations Act 2001* (Cth); and
 - (ii) the other Party is entitled to rely on the assumptions set out in section 129 of the *Corporations Act 2001* (Cth); and
 - (iii) no Party may challenge or deny the legal effect, validity or enforceability of the Deed or any part of the Deed on the basis that it has been executed by exchange of electronic counterparts and/or by electronic signature.

20.4 Attorneys

Any attorney who executes this Deed on behalf of a Party declares that the attorney has no notice of the revocation of the power of attorney under the authority of which the attorney executes this Deed and no notice of the death of the grantor.

20.5 Waiver

The non-exercise of or delay in exercising any power or right of a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the Party to be bound by the waiver.

20.6 Further Assurance

Each Party will do, sign, execute and deliver and will procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it by notice from another party to effectively carry out and give full effect to this Deed and the rights and obligations of the Parties under it.

20.7 Entire Agreement

This Deed and any annexures is the entire agreement of the Parties on the subject matter. The only enforceable obligations and liabilities of the Parties in relation to the subject matter are those that arise out of this Deed. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Deed.

Signing page(s)

Executed and delivered as a deed

The Common Seal of The Owners – Strata Plan No. 99426 was affixed on
to this document in accordance with section 273 of the *Strata Schemes Management Act 2015* (NSW)
in the presence of

.....
Signature

.....
Name and Position – BLOCK LETTERS

Executed as a deed by Mirvac Constructions Pty Ltd ACN 003 353 713 in accordance with
section 126 of the *Corporations Act 2001* (Cth)

DocuSigned by:

.....1E07F51AB1324DF.....
Signature of Authorised Representative

Stuart Penklis
.....
Name of Authorised Representative – BLOCK LETTERS

DocuSigned by:

.....4B27473261B542B.....
Signature of Authorised Representative

Toby Long
.....
Name of Authorised Representative – BLOCK LETTERS

Executed as a deed by Mirvac Projects Pty Ltd ACN 001 069 245 in accordance with section 126
of the *Corporations Act 2001* (Cth)

DocuSigned by:

.....1E07F51AB1324DF.....
Signature of Authorised Representative

Stuart Penklis
.....
Name of Authorised Representative – BLOCK LETTERS

DocuSigned by:

.....4B27473261B542B.....
Signature of Authorised Representative

Toby Long
.....
Name of Authorised Representative – BLOCK LETTERS

Deed of Settlement

Annexure A Alleged Defects Schedule

"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
REPORT NAME	ITEM NUMBER	LOCATION	DESCRIPTION	SUBSTANTIATION	PROPOSED DEED CLASSIFICATION
178 Commons_HR Building Defect Schedule	CA.A2.0001	Building A2 Level 10 Southern Link Doorway	Water ingress identified at the sill of the aluminium framed door associated with a lack of water shedding or drainage mechanism to the external landing.	The Builder has failed to prevent water entering the building.	Agreed Items
178 Commons_HR Building Defect Schedule	CA.A2.0002	Building A2 Level 3 Southern Link Doorway	Door frame has dropped leaving door unable to open and door latch inoperable.	The Builder has failed to provide effective access and egress from the building the building.	Non-Rectification Items
178 Commons_HR Building Defect Schedule	CA.A2.0003	Building A2 Level 3 Southern Link Doorway	Water ingress identified at the sill of the aluminium framed door associated with a lack of water shedding or drainage mechanism to the external landing.	The Builder has failed to prevent water entering the building.	Agreed Items
178 Commons_HR Building Defect Schedule	CA.A2.0004	Building A2 Ground Level Eastern Entry Doorway	Water ingress identified to the door and adjacent window sill associated with a lack of appropriate waterproofing termination and external paving falling toward the door opening with no drainage provisions.	The Builder has failed to prevent water entering the building.	Agreed Items
178 Commons_HR Building Defect Schedule	CA.A2.0005	Building A2 Ground Level Eastern Carpark Fire Escape Door External Stairs	Efflorescence leaching from stair to wall abutment associated with poor waterproofing detail between the elements.	The Builder has failed to prevent water entering the car parks fire escape	Further Investigation Item
178 Commons_HR Building Defect Schedule	CA.A2.0006	Building A2 Ground Level Eastern Carpark Fire Escape Landing	Water ingress to the fire escape landing through the fire door threshold and beneath the abutting walls resulting from external paving falling towards the door opening with no drainage provisions and inadequate waterproofing termination to the surrounding walls and threshold.	The Builder has failed to prevent water entering the building	Agreed Items
178 Commons_HR Building Defect Schedule	CA.A2.0007	Building A2 Ground Level Building A Eastern Entry Stairs	Efflorescence leaching from beneath the tiled concrete stairs associated with either failure of the waterproof membrane system or inadequate detailing of the membrane system.	The cause of the efflorescence couldn't be substantiated at the time of inspection. Destructive investigation is required to determine the construction detail and to determine whether a defect is present	Non-Rectification Items
178 Commons_HR Building Defect Schedule	CA.A2.0008	Building A2 Level 2 Eastern Facade Northern End	Crack in concrete panel at Level 2 balcony.	The Builder has failed to prevent cracking of the structural façade member	Non-Rectification Items

<i>"WITHOUT PREJUDICE AND CONFIDENTIAL"</i>					213
REPORT NAME	ITEM NUMBER	LOCATION	DESCRIPTION	SUBSTANTIATION	PROPOSED DEED CLASSIFICATION
178 Commons_HR Building Defect Schedule	CA.A2.0009	Building A2 Rooftop Northern Acoustic Barrier	Acoustic panel has delaminated from barrier.	The Builder has failed to adequately adhere the acoustic insulation panels to the rooftop plant enclosure.	Non-Rectification Items
178 Commons_HR Building Defect Schedule	CA.A2.0010	Building A2 Rooftop Southern Acoustic Barrier	Acoustic panels have delaminated from barrier.	The Builder has failed to adequately adhere the acoustic insulation panels to the rooftop plant enclosure.	Non-Rectification Items
178 Commons_HR Building Defect Schedule	CA.A2.0011	Building A2 North East Corner Boundary Fence and Gate	Inadequate provision of footings and fixing of the fence structure have left the structure unstable and not secure.	The Builder has failed to adequately secure the fence and gate to facilitate both the safety and security of the property.	Non-Rectification Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0001	Building A2 Unit G01 Courtyard	Natural ground concealed beneath synthetic turf is subsiding Diagnostech attended to investigate this defect on 22/09/2025. The turfed area exists beyond the northern boundary of the carpark structure below and was designed essentially as a planter box. We understand that following construction, plantings were removed and this had a thin concrete base poured over the soil and the turf applied. The subsidence likely results from inadequate compacting and preparation of the soil below prior to the turf being applied.	Further investigations are required to verify the presence of the alleged defect.	Non-Rectification Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0002	Building A2 Unit G01 Level 1 Balcony	No overflow afforded to upper balcony	The Builder has failed to provide adequate provision for overflow of the drainage system to the balcony.	Agreed Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0003	Building A2 Unit G01 Ground Floor Courtyard	No overflow afforded to courtyard.	The Builder has failed to provide adequate provision for overflow of the drainage system to the balcony.	Agreed Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0004	Building A2 Unit G02 Ground Floor Courtyard	No overflow afforded to courtyard.	The Builder has failed to provide adequate provision for overflow of the drainage system to the balcony.	Agreed Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0005	Building A2 Unit G03 Ground Floor Courtyard	No overflow afforded to courtyard.	The Builder has failed to provide adequate provision for overflow of the drainage system to the balcony.	Agreed Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0006	Building A2 Unit G03 Ground Floor Courtyard	Natural ground concealed beneath synthetic turf is subsiding Diagnostech attended to investigate this defect on 22/09/2025. Access was not available. This defect is the same as SOU.A2.0001.	Further investigations are required to verify the presence of the alleged defect.	Non-Rectification Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0007	Building A2 Unit 174 Living Room	Water staining to ceiling/bulkhead at south of living room. Further investigations were conducted on the 29/10/25. Resident reported that a leak within the bulkhead associated with the bathroom above had been repaired. A visual inspection of the ceiling space and electronic moisture readings taken showed no signs of current water ingress. Cosmetic repairs are of poor quality with discolouration of the painted surface likely due to poor paint preparation or inadequate coats.	Further investigations are required to verify the presence of the alleged defect.	Agreed Items

<i>"WITHOUT PREJUDICE AND CONFIDENTIAL"</i>					213
REPORT NAME	ITEM NUMBER	LOCATION	DESCRIPTION	SUBSTANTIATION	PROPOSED DEED CLASSIFICATION
178 SOUs_HR Building Defect Schedule	SOU.A2.0008	Building A2 Unit 174 Ground Floor Courtyard	Gate does not fully open without fouling on the stair riser.	The Builder has failed to provide effective access and egress from the building the building.	Further Investigation Item
178 SOUs_HR Building Defect Schedule	SOU.A2.0009	Building A2 Unit 201 Balcony Soffit	Blistering paint indicating water penetration from either the facade or balcony above. Further investigations were conducted on the 22/09/25 by way of obstructing the drainage to the balcony of Unit 301 above and conducting a flood test. Within minutes of initiating the flood test, water began appearing through the drip groove to the outer edge of the balcony indicating a failure of the waterproofing system installed to Unit 301 above. The Builder has failed to effectively waterproof the balcony of Unit 301/178.	Further investigations are required to verify the presence of the alleged defect.	Further Investigation Item
178 SOUs_HR Building Defect Schedule	SOU.A2.0010	Building A2 Unit 309 Bedroom 1	Evidence of water ingress associated with the head of the Bedroom 1 window. Further investigations were conducted on the 29/09/25 by way of abseiling the exterior of the building and conducting water testing of the window opening. We were unable to replicate a leak indicated by the internal water marks and damage. As viewed from the exterior there appears to have been repairs made to the flexible sealant around the window fenestration.	Further investigations are required to verify the presence of the alleged defect.	Agreed Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0011	Building A2 Unit 403 Living Room	Evidence of water ingress associated with the corner junction of the living room's north west windows. Further investigations were conducted on 22/09/2025 and confirmed leaks associated with both the end gaskets to the louvre panels and the head flashing/capping to the window.	Further investigations are required to verify the presence of the alleged defect.	Agreed Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0012	Building A2 Unit 409 Living Room	Evidence of water ingress associated with the living rooms north east window. Further investigations were conducted on the 29/09/25 by way of abseiling the exterior of the building and conducting water testing of the window opening. We were unable to replicate a leak indicated by the internal water marks and damage. As viewed from the exterior there appears to have been repairs made to the flexible sealant around the window fenestration. The internal plasterboard lining remains bowed and detached from its underlying framing with some blistering paint remaining to the lower portion of the wall. This is considered incomplete remedial work.	Further investigations are required to verify the presence of the alleged defect.	Agreed Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0013	Building A2 Unit 410 Living Room	Evidence of water ingress associated with the corner junction of the living room's north west windows. Further investigations were conducted on the 22/09/2025. A leak was identified through the junction of the fixed panel to the balcony doors between the stile and the bottom rail at the external corner of the living room.	Further investigations are required to verify the cause of the alleged defect.	Agreed Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0014	Building A2 Unit 903 Ensuite	Resident advised that there is a leak associated with the bathroom affecting Unit 806 below. The resident of Unit 806 was not available to verify at the time of inspection. Further investigations were conducted on the 29/09/2025. The property manager confirmed that a leak associated with the above bathroom had been resolved. Electronic moisture readings taken within the ceiling space showed no evidence of current water ingress. A bucket had been left in the ceiling beneath the faulty plumbing trap. This was dry and assumed a precaution following repairs. The ceiling below has been painted but the plasterboard ceiling viewed from above shows extensive mould damage. This is considered incomplete remedial work.	Further investigations are required to verify the cause of the alleged defect.	Agreed Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0015	Building A2 Unit 410 Kitchen	Carpet edging grip strip spikes can be felt through the carpet at the threshold of the hallway to the kitchen tiles.	The Builder has failed to utilise suitably sized grip strips for the carpet installed leaving an unsafe walking surface	Non-Rectification Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0016	Building A2 Unit 506 Living Room	Louvred window panel is not engaged properly with its seal allowing for air and water infiltration.	The Builder has failed to provide a window resistant to air and water infiltration is accordance with AS2047.	Agreed Items

"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
REPORT NAME	ITEM NUMBER	LOCATION	DESCRIPTION	SUBSTANTIATION	PROPOSED DEED CLASSIFICATION
178 SOUs_HR Building Defect Schedule	SOU.A2.0017	Building A2 Unit 507 Bedroom 1	Evidence of water ingress associated with the northern corner of the bedroom 1 window. Further investigations were conducted on 29/09/2025 and confirmed leaks with the left hand side of the window sill as viewed internally with water emanating from beneath the skirting. There is a colorbond style cover panel fitted to the exterior of the door thought to house drainage from the planter boxes at Level 9 above. While water testing, water appeared to be bypassing this cover panel before making its way inward. There is blistering paint to the soffit of the balcony around the cover panel. This may indicate either a concealed leaking down pipe or a failure of the waterproofing membrane to the balcony above around the penetration of the down pipe. The panel will require removal to facilitate repairs to the window installation at which time a thorough inspection of the water source will be required.	Further investigations are required to verify the cause of the alleged defect.	Agreed Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0018	Building A2 Unit 509 Living Room	Evidence of water ingress associated with the north east corner of the living rooms eastern window. Further investigations were conducted on the 29/09/25 by way of abseiling the exterior of the building and conducting water testing of the window opening. We were unable to replicate a leak indicated by the internal water marks and damage. As viewed from the exterior there appears to have been repairs made to the flexible sealant around the window fenestration. Water damage remains to the plasterboard ling adjacent the window and to the skirting boards. This is considered incomplete remedial works.	Further investigations are required to verify the cause of the alleged defect.	Agreed Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0019	Building A2 Unit 902 Bedroom 1	Evidence of water ingress with the north west corner of the bedroom window. Further investigations were conducted on the 23/09/2025. A leak was identified bypassing the end of the door sill and emanating beneath the skirting. The waterproofing termination should prevent this.	Further investigations are required to verify the cause of the alleged defect.	Agreed Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0020	Building A2 Unit 902 Bedroom 2	Evidence of water ingress associated with the south west corner of the window. Further investigations were conducted on the 23/09/2025. No leak was identified associated with the balcony doors but a leak was identified associated with the external fibre cement cladding sheet installed atop the perimeter hob to the external facade of the building. When water tested at the base of the fibre cement panels, water quickly appeared internally beneath the internal skirting board.	Further investigations are required to verify the cause of the alleged defect.	Agreed Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0021	Building A2 Unit 903 Bedroom 2	Evidence of water ingress associated with the bedroom 2 north west window. Further investigations were conducted on the 23/09/25 by way of water testing the exterior of the affected windows. We were unable to replicate a leak. Repairs had been conducted just prior to our attendance. The plaster to the internal walls was still wet. After lifting the external pavers we could see that localised waterproofing repairs have been conducted beneath the window sill, the extent of which was not clear. Internal repairs remained incomplete but were in progress.	Further investigations are required to verify the cause of the alleged defect.	Agreed Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0022	Building A2 Unit 903 Ensuite	Evidence of water ingress associated with the bedroom 2 south west window.	Further investigations are required to verify the cause of the alleged defect.	Non-Rectification Items
178 SOUs_HR Building Defect Schedule	SOU.A2.0023	Building A2 Unit 1001 Balcony	Overflow outlet concealed by finished tile level.	The Builder has failed to provide adequate provision for overflow of the drainage system to the balcony.	Agreed Items
180 Commons_HR Building Defect Schedule	CA.A1.0001	Building A1 Rooftop North Eastern Corner Above Unit 1003	Water identified beneath the membrane coating to the parapet wall coupled with pinholes in the membrane possibly associated with water damage witnessed to the corresponding location of the the soffit of Unit 1003's balcony below.	The Builder has failed to prevent water penetrating beneath the membrane	Agreed Items
180 Commons_HR Building Defect Schedule	CA.A1.0002	Building A1 Ground Level Adjacent North Eastern Fire Escape Unit 109 Balcony	Efflorescence in wall joint indicating potential failure of the Unit 109 courtyard waterproofing membrane. Further investigations were conducted on the 7/10/25. The efflorescence emanating from the control joint in the wall exists above the waterproofing termination of the adjacent balcony. The joint sealant to the left of the of the wall panel and to the base has failed and is allowing for water ingress and egress between the panels creating the efflorescence. The weatherproofing to the wall has failed and hence does not meet the requirements of AS4654.2 for weatherproof walls above waterproof membrane terminations.	Further investigations are required to verify the prescence of the alledged defect	Non-Rectification Items

"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
REPORT NAME	ITEM NUMBER	LOCATION	DESCRIPTION	SUBSTANTIATION	PROPOSED DEED CLASSIFICATION
180 Commons_HR Building Defect Schedule	CA.A1.0003	Building A1 Ground Floor Eastern Building Entry Planter Box South of Entry Stairs	Efflorescence leaching from the base of the planter box indicating a failure of the planter boxes waterproof membrane. Further investigations were conducted on the 7/10/25. The planterbox was water tested and no evidence of waterproofing failure was noted. The joint sealant to the base of the planter box has failed and is allowing for water ingress and egress between the panels creating the efflorescence. The weatherproofing to the wall has failed and hence does not meet the requirements of AS4654.2 for weatherproof walls above waterproof membrane terminations.	Further investigations are required to verify the presence of the alleged defect.	Agreed Items
180 SOUs_HR Building Defect Schedule	SOU.A1.0001	Building A1 Unit 108 Courtyard	Efflorescence leaching from base of planter box wall indicating a failure of the waterproofing membrane to the planter box. Further investigations are required to verify the presence of the alleged defect. Further investigations were conducted on the 7/10/25. The presence of efflorescence emanating from the planter box wall exists above the termination height of the adjacent planter box waterproofing. The mechanical fixings to the top of the wall securing the privacy screens have been installed without sealing the base of the fixing to the wall allowing for water ingress. The fixing directly above the point of failure is within 20mm of the edge of the panel and has likely compromised the panel. The joint sealant has failed and the weatherproofing to the wall has failed and hence does not meet the requirements of AS4654.2 for weatherproof walls above waterproof membrane terminations.	Further investigations are required to verify the presence of the alleged defect	Agreed Items
180 SOUs_HR Building Defect Schedule	SOU.A1.0002	Building A1 Unit 108 Courtyard	Efflorescence leaching from the partition wall to the neighbouring courtyard indicating a failure of the waterproofing to either the courtyards and or weatherproof coating afforded to the partition wall. Further investigations are required to verify the presence of the alleged defect. Further investigations were conducted on the 7/10/25. The presence of efflorescence emanating from the planter box wall exists above the termination height of the adjacent planter box waterproofing. The mechanical fixings to the top of the wall securing the privacy screens have been installed without sealing the base of the fixing to the wall allowing for water ingress. The fixing directly above the point of failure is within 20mm of the edge of the panel and has likely compromised the panel. The joint sealant has failed and the weatherproofing to the wall has failed and hence does not meet the requirements of AS4654.2 for weatherproof walls above waterproof membrane terminations.	Further investigations are required to verify the presence of the alleged defect	Agreed Items
180 SOUs_HR Building Defect Schedule	SOU.A1.0003	Building A1 Unit 109 Courtyard	Efflorescence leaching from the partition wall to the neighbouring courtyard indicating a failure of the waterproofing to either the courtyards and or weatherproof coating afforded to the partition wall. Further investigations are required to verify the presence of the alleged defect. Further investigations were conducted on the 7/10/25. The presence of efflorescence emanating from the planter box wall exists above the termination height of the adjacent planter box waterproofing. The mechanical fixings to the top of the wall securing the privacy screens have been installed without sealing the base of the fixing to the wall allowing for water ingress. The joint sealant has failed and the weatherproofing to the wall has failed and hence does not meet the requirements of AS4654.2 for weatherproof walls above waterproof membrane terminations. The Builder has failed to effectively weatherproof the wall above an external waterproofing system allowing for premature degradation of the building elements.	Further investigations are required to verify the presence of the alleged defect	Agreed Items

<i>"WITHOUT PREJUDICE AND CONFIDENTIAL"</i>					213
REPORT NAME	ITEM NUMBER	LOCATION	DESCRIPTION	SUBSTANTIATION	PROPOSED DEED CLASSIFICATION
180 SOUs_HR Building Defect Schedule	SOU.A1.0004	Building A1 Unit 109 Bed 2 North East Corner	Evidence of water ingress associated with the bedroom window. Further investigations were conducted on the 7/10/25. Water ingress was identified bypassing the sub sill to the right hand side of the window as viewed internally. The Builder has failed to prevent water from bypassing the facade.	Further investigations are required to verify the presence of the alleged defect	Agreed Items
180 SOUs_HR Building Defect Schedule	SOU.A1.0005	Building A1 Unit 202 Balcony Overflow	Exposed steel reinforcement located in the overflow slot of the balcony hob corroding. The Builder has failed to provide sufficient concrete coverage to embedded steel when the slab was constructed as per AS3600:Concrete Structures.	The Builder has failed to provide sufficient concrete coverage to embedded steel when the slab was constructed as per AS3600:Concrete Structures	Further Investigation Item
180 SOUs_HR Building Defect Schedule	SOU.A1.0006	Building A1 Unit 202 Balcony Balustrade	Balcony balustrade missing end cap with glazing gasket protruding leading to instability of the glazed barrier system.	The Builder has failed to provide a fall prevention barrier which will not deteriorate under normal use.	Agreed Items
180 SOUs_HR Building Defect Schedule	SOU.A1.0007	Building A1 Unit 407 Ceiling Adjacent Bedroom 1 Doorway	Water staining understood to have been associated with a leak which the resident reported as having been repaired. Damage to internal linings remain.	This represents a failure by the Builder to repair consequential damages following the repair of identified water ingress.	Agreed Items
180 SOUs_HR Building Defect Schedule	SOU.A1.0008	Building A1 Unit 601 Study	Resident reported sounds of water dripping coming from services bulkhead in south east corner of study.	Further investigations are required to verify the cause of the alleged defect.	Non-Rectification Items
180 SOUs_HR Building Defect Schedule	SOU.A1.0009	Building A1 Unit 705 Balcony	Wall lining on balcony delaminating from framework and evidence of corrosion from behind the lining.	The Builder has failed to effectively secure and seal the facade panel.	Non-Rectification Items
180 SOUs_HR Building Defect Schedule	SOU.A1.0010	Building A1 Unit 709	Louvre window to living room does not operate effectively with panels always remaining unsealed allowing for water and air infiltration.	The Builder has failed to provide a window resistant to air and water infiltration is accordance with AS2047	Further Investigation Item
180 SOUs_HR Building Defect Schedule	SOU.A1.0011	Building A1 Unit 902 Master Bedroom Balcony Door	Water ingress and associated damage identified to the south west corner of the master bedroom associated with the door sill to the balcony. Further investigations were conducted on the 23/09/25. We were unable to replicate a leak at this location. There is evidence of repairs to junction of the sub sill and underlying waterproof membrane in the form of a black sealant applied over the grey membrane at the same location as the internal damage. Additional repairs may have been conducted. The concrete slab exhibited slightly high relative moisture readings, not of the level to indicate current failure. We note that the presence of mould has increased since our initial inspection. Mould damage remains to the carpet and associated accessories which requires remediation and is considered incomplete remedial work.	Further investigations are required to verify the cause of the alleged defect.	Agreed Items
180 SOUs_HR Building Defect Schedule	SOU.A1.0012	Building A1 Unit 902 Study Nook	Water ingress and associated damage identified to the southern balcony door at the study nook. Further investigations were conducted on the 23/09/25. Localised repairs have been conducted to the waterproof membrane of the terrace externally. We were able to replicate a leak bypassing the sub sill at the right hand end of the window as viewed internally. Repair attempt has been unsuccessful. Mould damage remains to the carpet and associated accessories and will require replacement following repairs.	Further investigations are required to verify the cause of the alleged defect.	Agreed Items
180 SOUs_HR Building Defect Schedule	SOU.A1.0013	Building A1 Unit 1002 Master Bedroom	Water ingress and associated damage identified to the junction of the windows and balcony doors of the master bedroom. Further investigations were conducted on the 23/09/25. We found that repairs had been conducted by way of introducing a negatively applied waterproof membrane to the interior of the balcony hob. This is not considered a solution under any circumstances and only traps water within the wall. The exterior balcony waterproofing appeared to have some patching applied with may small gaps left in the flexible sealant. We were unable to replicate a leak but remain sceptical about the repairs applied. Heavily mould affected carpet remains which will require replacement	Further investigations are required to verify the cause of the alleged defect.	Agreed Items
180 SOUs_HR Building Defect Schedule	SOU.A1.0014	Building A1 Unit 1003 Balcony South	A hole in the weather seal to the abutment of the concrete parapet wall and lightweight cladding at the southern end of the balcony allowing water ingress.	The Builder has failed to effectively seal the facade panel.	Agreed Items
180 SOUs_HR Building Defect Schedule	SOU.A1.0015	Building A1 Unit 1003 Balcony North East Soffit	Blistering to the painted coating on the soffit at the north east corner indicating a failure of the rooftop waterproofing above. Further investigations were conducted on the 30/09/25. Slightly elevated moisture readings were taken from the site of the damage on Unit 1003's soffit. The rooftop above has had repairs conducted to the slab to wall abutment. The facade coating placed over the joint sealant at the abutment of the corner wall panels has failed and is allowing water ingress which is creating blisters and delamination of the weatherproof facade coating. After conducting spray testing of the affected area we were unable to create any increases in moisture content to the soffit below, however water is penetrating behind the facade coating which may be contributing to the damage witnessed.	Further investigations are required to verify the presence of the alleged defect.	Agreed Items

"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
REPORT NAME	ITEM NUMBER	LOCATION	DESCRIPTION	SUBSTANTIATION	PROPOSED DEED CLASSIFICATION
Lilydale Commons_HR Building Defect Schedule	CA.B.0001	Building B Level 2 North Eastern Planter Box	Leaching from base of planter box indicating a failure of the waterproof membrane to the planter box internally. Further investigations were conducted on the 7/10/25. A localised water test was conducted by way of introducing water to the planter of the corresponding Unit 202 above. Within approximately 20 minutes water could be seen running down the wall beneath the planter box.	Further investigations are required to verify the prescence of the alledged defect	Further Investigation Item
Lilydale Commons_HR Building Defect Schedule	CA.B.0002	Building B Rooftop Eastern Central Drainage Outlet	Evidence of isolated waterproof membrane delamination around the drain.	The builder has failed to provide a continuous barrier impervious to water as per the requirements of AS4654.2	Agreed Items
Lilydale Commons_HR Building Defect Schedule	CA.B.0003	Building B Rooftop Southern Recess Parapet Walls	Water filled blisters behind the facade coating to the walls forming the southern recess above the top floor balcony indicating a failure of the wall coating.	The Builder has failed to prevent water penetrating beneath the wall coating	Non-Rectification Items
Lilydale Commons_HR Building Defect Schedule	CA.B.0004	Building B Rooftop Southern Parapet Wall Overflow	Water filled blisters behind the facade coating above and surrounding the southern central overflow outlet indicating a failure of the wall coating.	The Builder has failed to prevent water penetrating beneath the wall coating	Non-Rectification Items
Lilydale Commons_HR Building Defect Schedule	CA.B.0005	Building B Rooftop South End of West Facing Parapet External	Water filled blisters behind the facade coating to the western elevation indicating a failure of the wall coating.	The Builder has failed to prevent water penetrating beneath the wall coating	Non-Rectification Items
Lilydale Commons_HR Building Defect Schedule	CA.B.0006	Building B Rooftop South End of West Facing Parapet Internal	Water filled blisters behind the facade coating to the internal side of the western elevation indicating a failure of the wall coating.	The Builder has failed to prevent water penetrating beneath the wall coating	Non-Rectification Items
Lilydale Commons_HR Building Defect Schedule	CA.B.0007	Building B Rooftop North End of West Facing Parapet External	Water filled blisters behind the facade coating to the western elevation indicating a failure of the wall coating.	The Builder has failed to prevent water penetrating beneath the wall coating	Non-Rectification Items
Lilydale Commons_HR Building Defect Schedule	CA.B.0008	Building B Northern End of Rooftop Central Bay	Topping applied to the substrate has cracked and caused separation of the applied waterproof membrane.	The builder has failed to provide a continuous barrier impervious to water as per the requirements of AS4654.2	Agreed Items
Lilydale Commons_HR Building Defect Schedule	CA.B.0009	Building B North West Corner Boundary Fence and Gate	Inadequate provision of footings and fixing of the fence structure have left the structure unstable and not secure. The gate affords emergency egress from the basement carpark.	The Builder has failed to adequately secure the fence and gate the faciliate both the safety and security of the property	Non-Rectification Items

<i>"WITHOUT PREJUDICE AND CONFIDENTIAL"</i>					213
REPORT NAME	ITEM NUMBER	LOCATION	DESCRIPTION	SUBSTANTIATION	PROPOSED DEED CLASSIFICATION
Lilydale Commons_HR Building Defect Schedule	CA.B.0010	Building B North East Corner Boundary Fence and Gate	Inadequate provision of footings and fixing of the fence structure have left the structure unstable and not secure. The gate affords emergency egress from the basement carpark.	The Builder has failed to adequately secure the fence and gate the facilitate both the safety and security of the property	Non-Rectification Items
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0001	Building B Unit G01 Services Riser	Resident reported noise from pipes associated with services riser corresponding with reports from neighbouring Unit 24. Further investigations were conducted on the 8/10/25. Review of the hydraulic services plan reveal a services riser at the location of the complaint. No evidence of water leakage could be detected from either above or below the location of the complaint. We deem this to be an issue associated with the insulation of either the sewer pipes ontained within the vertical riser or insulation of the riser itself. The reported noise most likely corresponds with the use of a shower on the upper levels.	Further investigations are required to verify the cause of the alleged defect.	Non-Rectification Items
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0002	Building B Unit 24 Services Riser	Resident reported noise from pipes associated with services riser corresponding with reports from neighbouring Unit G01. Further investigations were conducted on the 8/10/25. Review of the hydraulic services plan reveal a services riser at the location of the complaint. No evidence of water leakage could be detected from either above or below the location of the complaint. We deem this to be an issue associated with the insulation of either the sewer pipes contained within the vertical riser or insulation of the riser itself. The reported noise most likely corresponds with the use of a shower on the upper levels.	Further investigations are required to verify the cause of the alleged defect.	Non-Rectification Items
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0003	Building B Unit G09 Balcony Soffit	Evidence of a leak associated with the planter box forming the soffit of Unit G09 associated with Unit 208 above. Further investigations were conducted on the 7/10/25. A localised water test was conducted by way of introducing water to the planter of the corresponding Unit 208 above. The water was left to run for a period of approximately 18 hours. Following the test, while only a slight gloss indicating water penetration was noted, highly elevated electronic moisture readings were detected at the sites of the existing water staining indicating a failure of the waterproof membrane to the Unit 208 planter box.	Further investigations are required to verify the presence of the alledged defect	Further Investigation Item
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0004	Building B Unit 205 Bedroom 1	Evidence of water ingress associated with the south east window of bedroom 1. Further investigations were conducted on the 10/10/25 by way of water testing the window and abutting elements from the external balcony, including waterproofing terminations beneath the window and control joints between the external concrete wall panels. We were unable to replicate a leak indicated by the internal mould and water damage. We understand that the Builder had conducted repair works to mitigate water ingress previously which involved opening up the plasterboard walls around the door and southern wall and applying negative membranes and sealants. There is no evidence externally of any repair works having been conducted. Water damage remains to the carpet and associated accessories. This is considered incomplete remedial work.	Further investigations are required to verify the presence of the alledged defect	Agreed Items
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0005	Building B Unit 205 Kitchen	Water staining to kitchen ceiling. Further investigation were conducted on the 30/09/25. Resident had reported that a leak from a Unit above had been repaired. We verified that there was no ongoing water ingress or moisture within the ceiling void. The quality of the repairs to the ceiling is poor with further sanding and painting required. This is considered incomplete remedial work.	Further investigations are required to verify the presence of the alledged defect	Agreed Items
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0006	Building B Unit 207 Balcony Soffit	Corrosion of ferrous material at surface of soffit due to inadequate concrete prep or reinforcement coverage.	The Builder has failed to provide sufficient concrete coverage to embedded steel when the slab was constructed as per AS3600:Concrete Structures.	Non-Rectification Items
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0007	Building B Unit 305 Balcony Soffit	Corrosion of ferrous material at surface of soffit due to inadequate concrete prep or reinforcement coverage.	The Builder has failed to provide sufficient concrete coverage to embedded steel when the slab was constructed as per AS3600:Concrete Structures.	Non-Rectification Items

"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
REPORT NAME	ITEM NUMBER	LOCATION	DESCRIPTION	SUBSTANTIATION	PROPOSED DEED CLASSIFICATION
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0008	Building B Unit 305 Balcony Riser	Corrosion of corner trim to riser resulting from inadequate protection of ferrous material.	The Builder has failed to provide sufficient concrete coverage to embedded steel when the slab was constructed as per AS3600:Concrete Structures. Incorrect Entry	Non-Rectification Items
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0009	Building B Unit 307 Balcony Soffit	Corrosion of ferrous material at surface of soffit due to inadequate concrete prep or reinforcement coverage.	The Builder has failed to provide sufficient concrete coverage to embedded steel when the slab was constructed as per AS3600:Concrete Structures.	Non-Rectification Items
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0010	Building B Unit 402 Bedroom 2	Evidence of water ingress associated with the north east corner of the bedroom window. Further investigations were conducted on the 30/09/25 by way of abseiling the exterior of the building and conducting water testing of the window opening. We were unable to replicate a leak indicated by the internal mould and water damage. As viewed from the exterior there appears to have been repairs made to the flexible sealant around the window fenestration. Water damage remains to the carpet and associated accessories. This is considered incomplete remedial work.	Further investigations are required to verify the presence of the alledged defect	Agreed Items
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0011	Building B Unit 506 Bathroom	Water accumulating in sub frame of shower screen and leaking out following water source being removed.	Shower screen not sealed at all junctions in accordance with AS3740.	Agreed Items
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0012	Building B Unit 605 Balcony Soffit	Corrosion of ferrous material at surface of soffit due to inadequate concrete prep or reinforcement coverage.	The Builder has failed to provide sufficient concrete coverage to embedded steel when the slab was constructed as per AS3600:Concrete Structures.	Non-Rectification Items
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0013	Building B Unit 607 Laundry	Evidence of water damage to the ceiling directly above the laundry cupboard doors. Further investigations were conducted on the 30/09/25. The ceiling cavity was accessed and a leaking tempering valve was identified as the source of the damage. This does not qualify as a major defect and is considered a maintenance issue for the OC.	Further investigations are required to verify the presence of the alledged defect	Non-Rectification Items
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0014	Building B Unit 607 Living Room	Evidence of water ingress associated with the living room window. Further investigations were conducted on 30/09/2025. The window was water tested externally via abseil. After approximately 45 minutes of testing water began emanating from the window head. As viewed externally the joint sealant to the fenestration appeared to be in good condition leaving the problem to be associated with the sub head and or head flashing.	Further investigations are required to verify the presence of the alledged defect	Agreed Items
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0015	Building B Unit 701 Balcony Upper Slab Edge	Evidence of efflorescence leaching from the waterproofing associated with the balcony of Unit 801 above. Further investigations were conducted on the 7/10/25. Access was gained to Unit 801 above. The site of the damage is above the waterproofing termination height of the balcony indicating the waterproofing is most likely intact and not associated with the efflorescence. The render to the top of the balcony hob has separated from the substrate and cracked the facade coating. Water ingress is likely occurring via the balustrade posts. The separation of the render and facade coating has corrupted the waterproofing system requirements of AS4654.2 for weatherproof walls above waterproof membrane terminations.	Further investigations are required to verify the presence of the alledged defect	Further Investigation Item
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0016	Building B Unit 701 Balcony Wall	Damage to the CFC panel forming around a mechanical fixing to the external cladding.	The Builder has failed to provide a weather resistant facade element.	Agreed Items
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0017	Building B Unit 702 Balcony	Balcony overflow drain concealed by finished floor level of the tiles.	The Builder has failed to provide adequate provision for overflow of the drainage system to the balcony	Agreed Items

"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
REPORT NAME	ITEM NUMBER	LOCATION	DESCRIPTION	SUBSTANTIATION	PROPOSED DEED CLASSIFICATION
Lilydale SOUs_HR Building Defect Schedule	SOU.B.0018	Building B Unit 702 Services	Residents report being able to hear water running in pipes. Further investigations were conducted on the 30/09/2025 at which time the resident reported no issues. This item may have been incorrectly reported	Further investigations are required to verify the cause of the alleged defect.	Non-Rectification Items
Carpark_HR Building Defect Schedule	CP.0001	Carpark Visitor Level Infill Slab Above Disabled Parking	Water ingress identified associated with the cold joint of the infill slab above the disabled parking bays. Installed catch trays and negative membrane inadequate with active leaks. Top side waterproofing has failed.	The Builder has failed to effectively waterproof the podium above allowing for uncontrolled water ingress into the carpark and long term exposure of the steel reinforcement elements within slab infill to water which will lead to spalling and premature failure of the steel elements.	Further Investigation Item
Carpark_HR Building Defect Schedule	CP.0002	Carpark Visitor Level North East Fire Exit	Water ingress beneath wall adjacent to fire exit door.	The Builder has failed to effectively waterproof the external landing allowing for uncontrolled water penetration into the carpark	Further Investigation Item
Carpark_HR Building Defect Schedule	CP.0003	Carpark Visitor Level Western Boundary Visitor Parking	Active leak from storm water outlet situated above visitor parking bay.		Further Investigation Item
Carpark_HR Building Defect Schedule	CP.0004	Carpark Visitor Level Lot 88 Parking Bay	Crack in slab above Lot 88 (western boundary) Parking Bay leaching efflorescence.		Further Investigation Item
Carpark_HR Building Defect Schedule	CP.0005	Carpark Visitor Level Lot 76 Parking Bay	Active leak from storm water outlet situated above Lot 76 parking bay (western boundary).		Further Investigation Item
Carpark_HR Building Defect Schedule	CP.0006	Carpark Visitor Level Fire Tank Room	Water leak from Fire Tank Room distributing uncontrolled water to the Visitor/B1 carpark ramp. Further investigations were conducted on the 8/10/25. Access was gained to the fire tank room. No leaks were identified associated with the fire tank itself. A number of aluminium water stops and waterproofing bandages have been installed to the perimeter of the room presumably to manage storm water ingress. Based on both this inspection and our previous inspection storm water running down the west facing wall is bypassing these waterproofing measures and making its way to the driveway. It is understood that the below grade wall will allow water ingress but it must be controlled.		Further Investigation Item
Carpark_HR Building Defect Schedule	CP.0007	Carpark Visitor Level Street Level Ramp Soffit	Active water ingress from cold joint between the soffit of the street level driveway and abutting concrete structure.		Further Investigation Item
Carpark_HR Building Defect Schedule	CP.0008	Carpark B1 Base Of Street Level Ramp	Active water ingress from cold joint situated at the base of the street level driveway.		Further Investigation Item
Carpark_HR Building Defect Schedule	CP.0009	Carpark B1 Constructio n Joint Above Lot 171/212 Parking Bays	Active water ingress identified through the construction joint situated between 178 Livingstone and 18 Lilydale affecting trafficable areas and Lot 171 storage cage. Installed catch trays not effective. Top side waterproofing has failed.		Further Investigation Item
Carpark_HR Building Defect Schedule	CP.0010	Carpark B2 Construction Joint Above Lot 167/169 Parking Bays	Active water ingress identified through the construction joint situated between 178 Livingstone and 18 Lilydale affecting B2 parking level and Lot 169 storage cage resulting from waterproofing failure at ground level above. Joint sealant to construction joint at B1 has failed.		Further Investigation Item
Carpark_HR Building Defect Schedule	CP.0011	Carpark B2 soffit above lot 169 parking bar storage cage	Crack in slab above Lot 169 Parking Bay leaching efflorescence and allowing water ingress into storage cages.	The Builder has failed to effectively control cracking in the concrete slab and prevent uncontrolled water ingress into the storage cages.	Further Investigation Item
Fahrenheit Global 6 Year Items	1		BCA Clause C3.11 (Appendix BB – page 126) outlines that a doorway in a Class 2 building must be protected if it provides access from a sole-occupancy unit to a public corridor, public lobby, or the like. Protection of a doorway must be at least a self-closing -/60/30 fire door. AS 1905.1 – 2015 Clause 5.5.1 (Appendix PP – page 144) outlines that clearance between the bottom of the door leaf and the floor shall be not less than 3 mm and not more than 10 mm. The gap between the bottom of the door leaves serving the nominated units and floor covering ranges between 10 mm to 20 mm.		Non-Rectification Items
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"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
REPORT NAME	ITEM NUMBER	LOCATION	DESCRIPTION	SUBSTANTIATION	PROPOSED DEED CLASSIFICATION
Fahrenheit Global 6 Year Items	1		BCA Clause C3.11 (Appendix BB – page 126) outlines that a doorway in a Class 2 building must be protected if it provides access from a sole-occupancy unit to a public corridor, public lobby, or the like. Protection of a doorway must be at least a self-closing -/60/30 fire door. AS 1905.1 – 2015 Clause 5.5.1 (Appendix PP – page 144) outlines that clearance between the bottom of the door leaf and the floor shall be not less than 3 mm and not more than 10 mm. The gap between the bottom of the door leaves serving the nominated units and floor covering ranges between 10 mm to 20 mm.		Non-Rectification Items
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Fahrenheit Global 6 Year Items	2	Level 4, unmarked cupboard in common area	BCA Clause C3.15 (Appendix DD – page 128) outlines that services penetrating building elements required to achieve an FRL shall be protected with a tested and approved system in accordance with AS 1530.4 and AS 4072,1, The sprinkler pipe penetrates through the bounding construction of the SOUs with no fire stopping. BCA Specification C1.1 Clause 3 Table 3 (Appendix KK – page 136) outlines that Bounding Construction shall be capable of achieving an FRL of not less than -/60/60.		Agreed Items
Fahrenheit Global 6 Year Items	3	Electrical enclosure in garbage room	BCA Specification E1.5 (Appendix LL – page 137) outlines that a sprinkler system must comply with AS 2118.1 and for a combined sprinkler and fire hydrant system; AS 2118.6. Several sprinklers to the electrical cupboards have been capped. The dimensions of the cupboard and equipment served on each level is identical. Therefore, to satisfy the provisions of AS 2118.1 – 1999, the sprinklers should be added to all electrical cupboards.		Agreed Items

"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
REPORT NAME	ITEM NUMBER	LOCATION	DESCRIPTION	SUBSTANTIATION	PROPOSED DEED CLASSIFICATION
Fahrenheit Global 6 Year Items	4	Level 8, concealed space between unit 808 and 810	BCA Clause C3.15 (Appendix DD – page 128) outlines that services penetrating building elements required to achieve an FRL shall be protected with a tested and approved system in accordance with AS 1530.4 and AS 4072.1. Sprinkler pipe passes through the Hebel®, the aperture between the pipe and the wall is infilled with a sealant, however, this method of protection is not suitable for the application to achieve an FRL of -/60/60.The current arrangement would only be capable of achieving an FRL of -/60/-, neglecting the insulation criterion. BCA Specification C1.1 Clause 3 Table 3 (Appendix KK – page 136) outlines that Bounding Construction shall be capable of achieving an FRL of not less than -/60/60.		Agreed Items
Fahrenheit Global 6 Year Items	5	Level 8, concealed space between unit 808 and 810	BCA Clause C3.15 (Appendix DD – page 128) outlines that services penetrating building elements required to achieve an FRL shall be protected with a tested and approved system in accordance with AS 1530.4 and AS 4072.1. Several electrical cables pass through the Hebel® wall with not method of fire stopping. BCA Specification C1.1 Clause 3 Table 3 (Appendix KK – page 136) outlines that Bounding Construction shall be capable of achieving an FRL of not less than -/60/60.		Agreed Items
Fahrenheit Global 6 Year Items	6	Level 1 to level 10, behind the white grille near the garbage rooms	BCA Clause C3.15 (Appendix DD – page 128) outlines that where mechanical ventilation services penetrate a building element required to have an FRL, the service is to be protected with a tested and approved system in accordance with AS 1530.4. In the case of ventilating equipment, the installation has to be in accordance with AS/NZS 1668.1 The dampers are a Bullock® Model 6700 Air Volume Damper (aluminium), evident aluminium components, label, and confirmation from Bullock (Appendix VV – page 150). These dampers have not been tested in accordance with AS 1530.4 to maintain the fire-resisting performance of the shaft wall.		Non-Rectification Items
Fahrenheit Global 6 Year Items	6	Level 1 to level 10, behind the white grille near the garbage rooms	BCA Clause C3.15 (Appendix DD – page 128) outlines that where mechanical ventilation services penetrate a building element required to have an FRL, the service is to be protected with a tested and approved system in accordance with AS 1530.4. In the case of ventilating equipment, the installation has to be in accordance with AS/NZS 1668.1 The dampers are a Bullock® Model 6700 Air Volume Damper (aluminium), evident aluminium components, label, and confirmation from Bullock (Appendix VV – page 150). These dampers have not been tested in accordance with AS 1530.4 to maintain the fire-resisting performance of the shaft wall.		Non-Rectification Items
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"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
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Fahrenheit Global 6 Year Items	6	Level 1 to level 10, behind the white grille near the garbage rooms	BCA Clause C3.15 (Appendix DD – page 128) outlines that where mechanical ventilation services penetrate a building element required to have an FRL, the service is to be protected with a tested and approved system in accordance with AS 1530.4. In the case of ventilating equipment, the installation has to be in accordance with AS/NZS 1668.1 The dampers are a Bullock® Model 6700 Air Volume Damper (aluminium), evident aluminium components, label, and confirmation from Bullock (Appendix VV – page 150). These dampers have not been tested in accordance with AS 1530.4 to maintain the fire-resisting performance of the shaft wall.		Non-Rectification Items
Fahrenheit Global 6 Year Items	6	Level 1 to level 10, behind the white grille near the garbage rooms	BCA Clause C3.15 (Appendix DD – page 128) outlines that where mechanical ventilation services penetrate a building element required to have an FRL, the service is to be protected with a tested and approved system in accordance with AS 1530.4. In the case of ventilating equipment, the installation has to be in accordance with AS/NZS 1668.1 The dampers are a Bullock® Model 6700 Air Volume Damper (aluminium), evident aluminium components, label, and confirmation from Bullock (Appendix VV – page 150). These dampers have not been tested in accordance with AS 1530.4 to maintain the fire-resisting performance of the shaft wall.		Non-Rectification Items
Fahrenheit Global 6 Year Items	7	Level 1 to level 10, behind the white grille near the garbage rooms	BCA Clause C3.15 (Appendix DD – page 128) outlines that where mechanical ventilation services penetrate a building element required to have an FRL, the service is to be protected with a tested and approved system in accordance with AS 1530.4. In the case of ventilating equipment, the installation is in accordance with AS/NZS 1668.1. AS/NZS 1668.1 – 2015 Clause 3.7.4 (Appendix OO – page 143) outlines that where smoke or air enters a smoke exhaust system, a subduct complying with Clause 3.6 shall be fitted at each entry to the shaft or fire-resistingduct. According to the mechanical schematics, the motorised damper connects into a shaft serving the stair pressurisation lobby relief air. The lobby relief air shaft is served with a motorised damper on each residential level in lieu of a subduct system.		Non-Rectification Items
Fahrenheit Global 6 Year Items	7	Level 1 to level 10, behind the white grille near the garbage rooms	BCA Clause C3.15 (Appendix DD – page 128) outlines that where mechanical ventilation services penetrate a building element required to have an FRL, the service is to be protected with a tested and approved system in accordance with AS 1530.4. In the case of ventilating equipment, the installation is in accordance with AS/NZS 1668.1. AS/NZS 1668.1 – 2015 Clause 3.7.4 (Appendix OO – page 143) outlines that where smoke or air enters a smoke exhaust system, a subduct complying with Clause 3.6 shall be fitted at each entry to the shaft or fire-resistingduct. According to the mechanical schematics, the motorised damper connects into a shaft serving the stair pressurisation lobby relief air. The lobby relief air shaft is served with a motorised damper on each residential level in lieu of a subduct system.		Non-Rectification Items
Fahrenheit Global 6 Year Items	7	Level 1 to level 10, behind the white grille near the garbage rooms	BCA Clause C3.15 (Appendix DD – page 128) outlines that where mechanical ventilation services penetrate a building element required to have an FRL, the service is to be protected with a tested and approved system in accordance with AS 1530.4. In the case of ventilating equipment, the installation is in accordance with AS/NZS 1668.1. AS/NZS 1668.1 – 2015 Clause 3.7.4 (Appendix OO – page 143) outlines that where smoke or air enters a smoke exhaust system, a subduct complying with Clause 3.6 shall be fitted at each entry to the shaft or fire-resistingduct. According to the mechanical schematics, the motorised damper connects into a shaft serving the stair pressurisation lobby relief air. The lobby relief air shaft is served with a motorised damper on each residential level in lieu of a subduct system.		Non-Rectification Items
Fahrenheit Global 6 Year Items	7	Level 1 to level 10, behind the white grille near the garbage rooms	BCA Clause C3.15 (Appendix DD – page 128) outlines that where mechanical ventilation services penetrate a building element required to have an FRL, the service is to be protected with a tested and approved system in accordance with AS 1530.4. In the case of ventilating equipment, the installation is in accordance with AS/NZS 1668.1. AS/NZS 1668.1 – 2015 Clause 3.7.4 (Appendix OO – page 143) outlines that where smoke or air enters a smoke exhaust system, a subduct complying with Clause 3.6 shall be fitted at each entry to the shaft or fire-resistingduct. According to the mechanical schematics, the motorised damper connects into a shaft serving the stair pressurisation lobby relief air. The lobby relief air shaft is served with a motorised damper on each residential level in lieu of a subduct system.		Non-Rectification Items

"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
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"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
REPORT NAME	ITEM NUMBER	LOCATION	DESCRIPTION	SUBSTANTIATION	PROPOSED DEED CLASSIFICATION
Fahrenheit Global 6 Year Items	8	Level 1 to level 10 residential common area access panel near lift openings	There is a large opening in the bounding construction covered by an aluminium constructed smoke damper by Blendair®. From illustration of the available drawings, the damper appears to lead into a shaft behind the Hebel® wall, as identified in Figure 13. Visually, there appears to be a smoke damper used to protect an opening in a shaft required to achieve an FRL of -/90/90. The smoke dampers are not identified on the mechanical air handling schematics available in the fire panel enclosures. As outlined in Table 1 (Page 15), each residential level is considered a separate fire compartment. Therefore, in application of Clause C3.15 of the BCA, in the case of ventilating or air-conditioning ducts or equipment, the installation shall comply with AS 1668.1. The architectural plans depict a shaft running vertically between fire compartments, therefore required by Specification C1.1 Clause 3 Table 3 of the BCA (Appendix KK – page 136), the shaft shall achieve an FRL of not less than -/90/90. Reverting to AS 1668.1, Clause 3.2.1 outlines that openings in building elements that are required to have an FRL shall be protected with fire dampers. In the occurrence where the exhaust shaft is provided as part of a smoke hazard management system under BCA Clause E2.2(b), AS/NZS 1668.1 – 2015 Clause 3.7.4 (Appendix OO –page 143) outlines that where smoke or air enters a smoke exhaust system, a subduct complying with Clause 3.6 shall be fitted at each entry to the shaft or fire-resisting duct		Non-Rectification Items
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"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
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"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
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Fahrenheit Global 6 Year Items	9	Level 9 and level 10 external wall elements	BCA Specification 3 Clause 3.1(b) (0 page 135) outlines that in a building required to be of Type A Construction, external walls, common walls and the flooring and floor framing of lift pits must be non-combustible. The external façade along the upper levels to Buildings A1, A2 and B features a metal cladding system. From a visual inspection, the clad panel appears to be of metal, however the core material cannot be identified without removing a sample.		Non-Rectification Items
Fahrenheit Global 6 Year Items	9	Level 9 and level 10 external wall elements	BCA Specification 3 Clause 3.1(b) (0 page 135) outlines that in a building required to be of Type A Construction, external walls, common walls and the flooring and floor framing of lift pits must be non-combustible. The external façade along the upper levels to Buildings A1, A2 and B features a metal cladding system. From a visual inspection, the clad panel appears to be of metal, however the core material cannot be identified without removing a sample.		Non-Rectification Items
Fahrenheit Global 6 Year Items	10		BCA Clause C3.11 (Appendix BB –page 126) outlines that a doorway in a Class 2 building must be protected if it provides access from a sole-occupancyunit to a public corridor, public lobby, or the like. Protection of a doorway must be at least a self-closing-/60/30 fire door. AS 1905.1 – 2015 Clause 5.5.1 (Appendix PP – page 144) outlines that clearance between the bottom of the door leaf and the floor shall be not less than 3 mm and not more than 10 mm. The gap between the bottom of the door leaves serving the nominated units and floor covering ranges between 10 mm to 20 mm.		Non-Rectification Items
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"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
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Fahrenheit Global 6 Year Items	10		BCA Clause C3.11 (Appendix BB –page 126) outlines that a doorway in a Class 2 building must be protected if it provides access from a sole-occupancyunit to a public corridor, public lobby, or the like. Protection of a doorway must be at least a self-closing-/60/30 fire door. AS 1905.1 – 2015 Clause 5.5.1 (Appendix PP – page 144) outlines that clearance between the bottom of the door leaf and the floor shall be not less than 3 mm and not more than 10 mm. The gap between the bottom of the door leaves serving the nominated units and floor covering ranges between 10 mm to 20 mm.		Non-Rectification Items
Fahrenheit Global 6 Year Items	11		Section 6.8 of the Fire Engineering Report prepared by Arup (Appendix BBB – page 199) outlines that an AS 3786 compliant smoke alarm shall be provided within 2.5 m of each cupboard containing a clothes dryer, in lieu of a sprinkler head that would otherwise be required by AS 2118.1. The dryer is located in the kitchen part of the unit, with nearest smoke alarm located near the bedrooms that is greater than 2.5 m.		Agreed Items
Fahrenheit Global 6 Year Items	12	Fire-solated stairs door opening	BCA Clause C3.8 (Appendix AA – page 125) outlines that doorways to fire-isolated stairs must be protected by -/60/30 fire doors that are self-closing.AS 1905.1 – 2015 Clause 5.5.1 (Appendix PP – page 144) outlines that clearance between the bottom of the door leaf and the floor shall be not less than 3 mm and not more than 10 mm. The gap between the bottom of the fire door leaves serving the fire-isolatedstairs range between 10 mm to 20 mm.		Non-Rectification Items
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Fahrenheit Global 6 Year Items	13	Electrical cupboard, level 10	BCA Clause D2.7 (Appendix GG –page 132) outlines that services comprising of central telecommunications distribution boards or equipment, may be installed in any corridor, hallway, lobby or the like leading to a required exit of the services or equipment are enclosed by non-combustible construction or a fire protective covering with doorways or openings suitably sealed against smoke spreading from the enclosure. The sprinkler pipe passes through the Hebel® wall, leaving an aperture between the pipe and the wall, with no method of smoke stopping provided.		Agreed Items
Fahrenheit Global 6 Year Items	14	Level 9 communications cupboard next to fire stairs	BCA Clause D2.7 (Appendix GG –page 132) outlines that services comprising of central telecommunications distribution boards or equipment, may be installed in any corridor, hallway, lobby or the like leading to a required exit of the services or equipment are enclosed by non-combustible construction or a fire protective covering with doorways or openings suitably sealed against smoke spreading from the enclosure. The sprinkler pipe passes through the Hebel® wall, leaving an aperture between the pipe and the wall, with no method of smoke stopping provided.		Agreed Items
Fahrenheit Global 6 Year Items	15	Fire-isolated stairs landing between level 6 and 7, supply air shaft	BCA Clause C3.16 (Appendix EE – page 129) outlines that construction joints, spaces and the like in and between elements required to be fire-resisting must be protected in a manner identical with a tested and approved system in accordance with AS 1530.4. The Hebel® wall serving the bounding construction to the sole-occupancyunits, that also serves as fire separation between the unit and the fire-isolated stairs has been damaged, resulting in a large opening between the Hebel® panel and the concrete slab. The steel channelling is visible, indicating that there is no fire sealant provided on the sole-occupancy unit side. According to the Hebel® material specification, the construction joint shall be filled with a fire rated sealant and back rod (where required).		Agreed Items

"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
REPORT NAME	ITEM NUMBER	LOCATION	DESCRIPTION	SUBSTANTIATION	PROPOSED DEED CLASSIFICATION
Fahrenheit Global 6 Year Items	16	Electrical enclosure in garbage room	BCA Specification E1.5 (Appendix LL – page 137) outlines that a sprinkler system must comply with AS 2118.1 and for a combined sprinkler and fire hydrant system; AS 2118.6. Several sprinklers to the electrical cupboards have been capped. The dimensions of the cupboard and equipment served on each level is identical. Therefore, to satisfy the provisions of AS 2118.1 – 1999, the sprinklers should be added to all electrical cupboards.		Agreed Items
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Fahrenheit Global 6 Year Items	17	Level 4, communications cupboard	BCA Clause D2.7 (Appendix GG –page 132) outlines that services comprising of central telecommunications distribution boards or equipment, may be installed in any corridor, hallway, lobby or the like leading to a required exit of the services or equipment are enclosed by non-combustible construction or a fire protective covering with doorways or openings suitably sealed against smoke spreading from the enclosure. The electrical cables pass through the Hebel® wall, leaving an aperture between the cables and the wall, with no method of smoke stopping provided.		Agreed Items
Fahrenheit Global 6 Year Items	18	Level 3, communications cupboard	BCA Clause D2.7 (Appendix GG –page 132) outlines that services comprising of central telecommunications distribution boards or equipment, may be installed in any corridor, hallway, lobby or the like leading to a required exit of the services or equipment are enclosed by non-combustible construction or a fire protective covering with doorways or openings suitably sealed against smoke spreading from the enclosure. The sprinkler pipe passes through the Hebel® wall, leaving an aperture between the pipe and the wall, with no method of smoke stopping provided.		Agreed Items

"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
REPORT NAME	ITEM NUMBER	LOCATION	DESCRIPTION	SUBSTANTIATION	PROPOSED DEED CLASSIFICATION
Fahrenheit Global 6 Year Items	19	Garbage room, level 3	BCA Clause C3.11 (Appendix BB –page 126) outlines that a doorway in a Class 2 building must be protected if it provides access from a room not within an SOU to a public corridor, public lobby, or the like. Protection of a doorway must be at least a self-closing-/60/30 fire door. AS 1905.1 – 2015 Clause 5.5.1 (Appendix PP – page 144) outlines that clearance between the bottom of the door leaf and the floor shall be not less than 3 mm and not more than 10 mm. The gap between the bottom of the door leaf and the tiling is between 10 mm and 15 mm.		Non-Rectification Items
Fahrenheit Global 6 Year Items	20	Level 3, breezeway	BCA Clause D1.6 (Appendix FF –page 130) outlines that the unobstructed width of a doorway must be not less than 750 mm. The door along the path of travel to an exit from Building A2 to the breezeway binds on the rubber tactiles, reducing the effective width to less than 750 mm.		Non-Rectification Items
Fahrenheit Global 6 Year Items	21	Level 2, communications cupboard	BCA Clause D2.7 (Appendix GG –page 132) outlines that services comprising of central telecommunications distribution boards or equipment, may be installed in any corridor, hallway, lobby or the like leading to a required exit of the services or equipment are enclosed by non-combustible construction or a fire protective covering with doorways or openings suitably sealed against smoke spreading from the enclosure. The sprinkler pipe passes through the Hebel® wall, leaving an aperture between the pipe and the wall, with no method of smoke stopping provided.		Agreed Items
Fahrenheit Global 6 Year Items	22	Level 1, communications cupboard	BCA Clause D2.7 (Appendix GG –page 132) outlines that services comprising of central telecommunications distribution boards or equipment, may be installed in any corridor, hallway, lobby or the like leading to a required exit of the services or equipment are enclosed by non-combustible construction or a fire protective covering with doorways or openings suitably sealed against smoke spreading from the enclosure. Several electrical cables pass through the Hebel® wall, leaving an aperture between the cables and the wall, with no method of smoke stopping provided.		Agreed Items
Fahrenheit Global 6 Year Items	23	Level 1 to level 10, behind the white grille near the garbage room	BCA Clause C3.15 (Appendix DD –page 128) outlines that where mechanical ventilation services penetrate a building element required to have an FRL, the service is to be protected with a tested and approved system in accordance with AS 1530.4. In the case of ventilating equipment, the installation is in accordance with AS/NZS 1668.1 The dampers are a Bullock® Model 6700 Air Volume Damper (aluminium) (Appendix VV – page 150). These dampers have not been tested in accordance with AS 1530.4 to maintain the fire-resisting performance of the shaft wall.		Non-Rectification Items
Fahrenheit Global 6 Year Items	23	Level 1 to level 10, behind the white grille near the garbage room	BCA Clause C3.15 (Appendix DD –page 128) outlines that where mechanical ventilation services penetrate a building element required to have an FRL, the service is to be protected with a tested and approved system in accordance with AS 1530.4. In the case of ventilating equipment, the installation is in accordance with AS/NZS 1668.1 The dampers are a Bullock® Model 6700 Air Volume Damper (aluminium) (Appendix VV – page 150). These dampers have not been tested in accordance with AS 1530.4 to maintain the fire-resisting performance of the shaft wall.		Non-Rectification Items
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"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
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Fahrenheit Global 6 Year Items	24	Level 1 to level 10, behind the white grille near the garbage room	BCA Clause C3.15 (Appendix DD –page 128) outlines that where mechanical ventilation services penetrate a building element required to have an FRL, the service is to be protected with a tested and approved system in accordance with AS 1530.4. In the case of ventilating equipment, the installation is in accordance with AS/NZS 1668.1 AS/NZS 1668.1 – 2015 Clause 3.7.4 (Appendix OO – page 143) outlines that where smoke or air enters a smoke exhaust system, a subduct complying with Clause 3.6 shall be fitted at each entry to the shaft or fire-resistingduct. According to the mechanical schematics, the motorised damper connects into a shaft serving the stair pressurisation lobby relief air. The lobby relief air shaft is served with a motorised damper on each residential level in lieu of a subduct system.		Non-Rectification Items
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"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
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Fahrenheit Global 6 Year Items	25	Level 10 external wall elements	BCA Specification 3 Clause 3.1(b) (0 page 135) outlines that in a building required to be of Type A Construction, external walls, common walls and the flooring and floor framing of lift pits must be non-combustible.The external façade along the upper levels to Buildings A1, A2 an B features a metal cladding system. From a visual inspection, the clad panel appears to be of metal, however the core material cannot be identified without removing a sample		Non-Rectification Items
Fahrenheit Global 6 Year Items	26		BCA Clause C3.11 (Appendix BB –page 126) outlines that a doorway in a Class 2 building must be protected if it provides access from a sole-occupancyunit to a public corridor, public lobby, or the like. Protection of a doorway must be at least a self-closing-/60/30 fire door. AS 1905.1 – 2015 Clause 5.5.1 (Appendix PP – page 144) outlines that clearance between the bottom of the door leaf and the floor shall be not less than 3 mm and not more than 10 mm. The gap between the bottom of the door leaves serving the nominated units and floor covering ranges between 10 mm to 20 mm.		Non-Rectification Items
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Fahrenheit Global 6 Year Items	27	Ground floor front entrance	BCA Clause E1.3 (Appendix II – page 134) outlines that fire hydrant must be installed in accordance with AS 2419.1. AS 2419.1 – 2005 Clause 3.2.2.2 (Appendix TT – page 146) outlines that external fire hydrant shall be located in a position so that the fire hydrant is not obstructed or obscured by obstacles, stored goods, vehicles, vegetation etc. The external fire hydrant is obstructed by vegetation.		Agreed Items
Fahrenheit Global 6 Year Items	28	Stairs leading from Livingstone Road into the basement, next to the carpark ramp	BCA Clause D1.6 (Appendix FF –page 130) outlines that in a required exit or path of travel to an exit, the unobstructed height throughout must be not less than 2 m, except the unobstructed height of any doorway may be reduced to not less than 1980 mm. The height of the ceiling is reduced to 1,950 mm along the path of travel to the stairs providing egress to Livingstone Road.		Agreed Items
Fahrenheit Global 6 Year Items	29	Carpark Residential Entrance	AS 2118.1 – 1999 Clause 10.3.1 (Appendix SS – page 145) outlines that the maximum area covered by a sprinkler shall be not more than 12 m2. The space between the residential carpark roller shutter and the ramp to Livingstone Road presents an unprotected area where the nearest sprinkler is not capable of providing sufficient coverage.		Agreed Items
Fahrenheit Global 6 Year Items	30	Basement fire-isolated stairs discharging next to car park ramp	BCA Clause D1.6 (Appendix FF –page 130) outlines that in a required exit or path of travel to an exit, the unobstructed height throughout must be not less than 2 m, except the unobstructed height of any doorway may be reduced to not less than 1980 mm. The bulkhead restricts height the effective height to 1875 mm		Rectified Items

"WITHOUT PREJUDICE AND CONFIDENTIAL"					213
REPORT NAME	ITEM NUMBER	LOCATION	DESCRIPTION	SUBSTANTIATION	PROPOSED DEED CLASSIFICATION
Fahrenheit Global 6 Year Items	31	Basement level 1 at the rear of Lot 83 car space	BCA Specification E1.5 (Appendix LL –page 137) outlines that a sprinkler system must comply with AS 2118.1 and for a combined sprinkler and fire hydrant system; AS 2118.6. AS 2118.1 – 1999 Section 5.7.1 (Appendix RR – page 145) outlines that where obstructions below sprinklers are such that the operation of sprinklers could be delayed or effective distribution of water from the sprinklers could be impaired, sprinklers shall be mounted below such obstructions. This is further enforced under Clause 5.4.8 of AS 2118.1 – 1999 (Appendix QQ – page 145) stating that a clear space of not less than 500 mm shall always be maintained below the level of the sprinkler deflectors throughout the room. The cable tray is installed less than 500 mm from the sprinkler.		Agreed Items
Fahrenheit Global 6 Year Items	32	Basement level 2 out the front of the lift lobby	BCA Specification E1.5 (Appendix LL –page 137) outlines that a sprinkler system must comply with AS 2118.1 and for a combined sprinkler and fire hydrant system; AS 2118.6. AS 2118.1 – 1999 Section 5.7.1 (Appendix RR – page 145) outlines that where obstructions below sprinklers are such that the operation of sprinklers could be delayed or effective distribution of water from the sprinklers could be impaired, sprinklers shall be mounted below such obstructions. This is further enforced under Clause 5.4.8 of AS 2118.1 – 1999 (Appendix QQ – page 145) stating that a clear space of not less than 500 mm shall always be maintained below the level of the sprinkler deflectors throughout the room. The cable tray is installed less than 500 mm from the sprinkler.		Agreed Items
Fahrenheit Global 6 Year Items	33	Basement level 1, fire isolated stairs connecting to pump room	BCA Clause C3.8 (Appendix AA – page 100) outlines that doorways to fire-isolated stairs must be protected by -/60/30 fire doors that are self-closing. AS 1905.1 – 2015 Clause 5.5.1 (Appendix PP – page 119) outlines that clearance between the bottom of the door leaf and the floor shall be not less than 3 mm and not more than 10 mm. The gap between the bottom of the fire door leaf and the floor covering is 15 mm. In terms of the Home Building Act 1989, this non-compliance is in breach of Section 18B(1)(a) and (c).		Non-Rectification Items
Fahrenheit Global 6 Year Items	34	Basement level 2 garbage room bulky goods store	BCA Clause C3.13 (Appendix CC – page 127) outlines that in a building of Type A construction, an opening in a wall providing access to a ventilating, pipe, garbage or other service shaft must be protected by a self-closing -/60/30fire door or hopper. The building is served with several garbage chutes extending throughout the residential levels, discharging in basement level 1. Each level of provided with a self-closing -/60/30 hopper, with the garbage room in basement level 1 fire separated from the remainder of the carpark. BCA Specification C1.1 Clause 3 Table 3 (Appendix KK – page 136) outlines that internal walls required to be fire-resisting in a Class 7a building part, shall be capable of achieving an FRL of not less than (120)/120/120. The fire doors serving the garbage room compartment present an opening between of the bottom of the door leaves and the concrete surface of 15 to 20 mm.		Non-Rectification Items
Fahrenheit Global 6 Year Items	35	Basement level 2, fire isolated stairs connecting to pump room	BCA Clause C3.8 (Appendix AA – page 125) outlines that doorways to fire-isolated stairs must be protected by -/60/30 fire doors that are self-closing.AS 1905.1 – 2015 Clause 5.5.1 outlines that clearance between the bottom of the door leaf and the floor shall be not less than 3 mm and not more than 10 mm. The gap between the bottom of the fire door leaf and the floor covering is 15 mm.		Non-Rectification Items
Fahrenheit Global 6 Year Items	36	Basement level 1 air supply fan room	BCA Clause D2.15 (Appendix HH –page 133) outlines that the threshold of a door must not incorporate a step or ramp at any point closer to the doorway than the width of the door leaf. The air lock serving the air supply fan room presents a step at both doors.		Agreed Items
Fahrenheit Global 6 Year Items	37	Basement 1 rainwater OSD tank	BCA Clause D1.6 (Appendix FF – page 130) outlines that in the path of travel to an exit, an unobstructed width of 1 m must be achieved. Access is provided around the OSD tank, with an effective width of less than 1 m.		Agreed Items
Fahrenheit Global 6 Year Items	38	Basement level 1 fire pump room, and ground floor booster assembly	AS 2419.1 – 2005 Clause 7.11 (Appendix SS – page 146) outlines that a block plan shall be fixed at the booster assembly and pump room identifying the location of any connections to fire protection systems. The existing block plans depict a tank suction point at the booster assembly. However, a tank suction connection does not appear to exist. Considering the characteristics of the building, it is likely that the tank suction was omitted. However, to determine if the system should incorporate a suction connection, the construction drawings and as-built drawings shall be provided to determine the nature of the defect.		Non-Rectification Items
Fahrenheit Global 6 Year Items	39	Basement level 1 fire pump room	The pressure gauges monitoring the water pressure for the combined hydrant and sprinkler system indicates a static pressure of greater than 1200 kPa. AS 2118.1 and AS 2118.6 outlines that 1200 kPa is the maximum operating pressure. Over pressuring of the system can result in damage to the system components. Further investigation must be carried out to identify the cause of the high pressure. The nature of the non-compliance cannot be established without testing of the combined sprinkler/hydrant system.		Non-Rectification Items
Fahrenheit Global 6 Year Items	40	Basement 1 rainwater OSD tank	AS 2118.1 – 1999 (Appendix RR –page 145) outlines that where obstructions below sprinklers are such that the operation of sprinklers could be delayed or effective distribution of water from the sprinklers could be impaired, sprinklers shall be mounted below such obstructions. The OSD tank presents an opening below the tank that is not provided with sprinkler coverage.		Agreed Items

bright & duggan



australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of – Plan No. 99426

178-180 LIVINGSTONE ROAD, MARRICKVILLE, NSW, 2204



Meeting Date:	14 May 2025
Time:	05:30 PM
Address:	Learning Room 1.1 - Marrickville Library, 313 Marrickville Road, MARRICKVILLE, NSW, 2204
Present:	Christine Lozano (Lot 84) Committee member present Marie O'Brien (Lot 96) Acting member present Helen Tighe (Lot 174) Committee member present
In attendance:	Christopher Garner Bright & Duggan Chris Klazidis Pacific Building Management Malcolm Brown (Lot 146) Reg Campbell (Lot 165) Maureen Watson (Lot 171) Diana Chan (Lot 205) Pamela Newson (Lot 217)
Chairperson:	Christopher Garner
Apologies:	Ritchie Jones (Lot 169) Lisa Russell (Lot 171) Marie O'Brien (Lot 96)
Quorum:	Yes, 50% or more of strata committee members in attendance

1. Acting Member of a Strata Committee

RESOLVED

That the Strata Committee resolves to approve an acting member to stand in place of any committee member who may be absent at the time of this meeting.

Helen Tighe was approved to standing the place of Marie O'Brien.

2. Conflict of Interest

RESOLVED

Resolved that the members of the Strata Committee make a Disclosure of Pecuniary Interest in relation to any agenda item, if relevant.

3. Minutes

RESOLVED

Resolved that the minutes of the last Strata Committee meeting held on 10th of February 2025 be adopted as a true and accurate record of the proceedings of that meeting.

4. Matters Arising

RESOLVED

Resolved that matters arising from the minutes of the last Strata Committee meeting of the owner's corporation be discussed and that an appropriate course of action be determined.

5. Financials

RESOLVED

Resolved that a summary of the financial position of the Owners Corporation be tabled and received.

The Strata Committee noted the elevated electricity costs and that a meeting had been scheduled with the scheme's electricity broker to discuss the recent invoices.

6. Adoption of Invoice Hub

DEFEATED

Defeated that the Strata Committee resolve to adopt the use of Invoice Hub through StrataMax for all invoice processing and management activities effective immediately, noting that costs are pursuant to Schedule D of the Strata Management Agency Agreement.

7. Term Deposits

RESOLVED

Resolved that the Strata Committee review the scheme's term deposits as outlined below.

Bank	Balance	Rate	Matures	Term
MBL	\$151,566.76		Cash @ Bank	
MBL	\$ 87,846.00	2.80%	At Call	
SCM	\$440,000.00	4.75%	12/8/2025	6 Months
SCM	\$307,105.00	4.40%	24/10/2025	6 Months
SCM	\$170,000.00	5.05%	11/7/2025	6 Months
SCM	\$325,000.00	5.05%	24/07/2025	6 Months

8. Building Manager's Report

RESOLVED

Resolved that the Building Manager's report be tabled and received.

Security Audit. The Building Manager proposed to complete an audit of the building's access devices. The Strata Committee agreed that this audit proceed.

Irrigation – Level 9. Mr Klazidis advised the Strata Committee that a solution to resolve the lack of irrigation on level 9 was still being investigated. It was proposed that instead of replacing the failed irrigation pipe it was proposed as an alternative solution to source water from a balcony tap instead. Mr Klazidis to investigate the costs for the proposed alternative solution.

9. Sustainability

RESOLVED

Resolved that the Strata Committee consider the following:

Solar Panels Infrastructure. Ms. Tighe noted that there was provision on the roof for further solar panels and that there was capacity in the battery bank.

Building Recycling. The Strata Committee thanked Mr. Jones for his work in establishing recycling initiatives in the building.

10. Six Year Major Defect Statutory Warranty Period Inspections

RESOLVED

1. Resolved that the Strata Committee note the completion of the building inspections by Diagnostech and Fahrenheit Global.
2. Resolved that an update be tabled from the scheme's solicitor.

SWAAB's written advice outlined that:

- Diagnostech's written report was to be received, however a written summary list of the issues identified was requested to raise with MIRVAC.
- Fahrenheit Global's draft report had been received and was being reviewed.

The Strata Committee have ratified their instruction to provide the Diagnostech written summary list & Fahrenheit Global report to Mirvac by way of formal notification and allow their construction team time to inspect and consider the issues prior to the 6 year warranty period expiry dates.

It was agreed to provide an update to Lot owner in relation to the six-year major defect statutory warranty period inspections.

11. Review of Two-Year Warranty Items - Legal Advice

RESOLVED

Resolved that an update be tabled from the scheme's solicitor.

SWAAB's written advice outlined that:

- There were 3 items that may not be closed out by RHM Consultants, subject to RHM's confirmation.
- The majority of items outlined in the two-year deed had been inspected and closed out by Fahrenheit Global.

SWAAB will write to MIRVAC to outline the outstanding two-year items for attention and resolution.

12. Insurance

RESOLVED

Resolved that the Strata Committee discuss the scheme insurance renewal due 14 August 2025.

The current timeframes to seek market tenders and the challenges that the scheme would face were discussed by the committee and owners present.

13. Lift Maintenance Agreement

RESOLVED

Resolved that the Strata Committee discuss the renewal of the lift maintenance agreement.

It was noted that two quotations had been obtained for the comprehensive maintenance of the lift from Kone Elevators and Thyssenkrupp. The Strata Committee agreed to obtain a third quotation prior to negotiating a new agreement with the incumbent lift contractor, Kone Elevators.

14. Landscapers

RESOLVED

1. Resolved that the Strata Committee discuss the landscapers scope of works and any urgent issues that need addressing in the gardens.

Mr. Klazidis provided an update on the current removal of dead plants from individual balcony planter boxes. It was noted that a quotation would be submitted for the replacement of suitable plantings for the planters.

Mr Klazidis tables an updated scope of works from the gardener including the inspection of all irrigation systems and the maintenance of balcony planters. The Strata Manager outlined that the updated scope would need to align with the original specification outlining frequency it items was tended to.

2. Resolved that the Strata Committee consider recommendations for new plantings for the balcony planters from the scheme's landscaper.

A quotation was tabled and accepted for \$3,880 excluding GST by the Strata Committee for Madden Landscape Maintenance Pty Ltd to complete the following:

Lawns (Works to be completed in September)

Supply and install 15 rolls of Sir Walter buffalo, aerate and top dress with 3 cubic meters of nitro mix.

Mulching (Works to be completed in June, July, August)

Approximately 15 cubic meters of mulching for all garden beds.

Planting (Works to be completed in August & September)

Building. A. Rear planter box to the left of the rear entrance. Supply 9 x Viburnum 300mm to replace failed plantings and complete hedge.

Building. A2. Planter box next to rear pedestrian carpark door. Remove failing westringia. Supply and install 20 x star jasmine 140mm and 8 Rapheolepsis 300mm.

Building. B. Planter box opposite the A2 one above. Remove all unwanted/failed plants. Supply and install 26 x Rapheolepsis 300mm and 30 x Alternanthera 140mm.

15. Bin Room

RESOLVED

Resolved that the Strata Committee review proposed scope of works to alter the bin room to allow for bin cleaning.

The Building Manager outlined a proposed scope to alter the bin room to allow for bin cleaning by Installing a larger floor drain with basket and rubber bunding to contain water in the area during the bin cleaning process. It was agreed to seek comparative tenders for these works.

16. Barbeque Area

RESOLVED

Resolved that the Strata Committee review the scope of works to refurbish the barbeque area.

The Strata Committee agreed on the following scope for the barbeque area being to:

- Replace all the cupboard door hinges with stainless-steel hinges; and
- Supply and install a new stainless-steel BBQ with hood.

The Strata Committee agreed to proceed with the replacement all the cupboard door hinges for \$1,500 excluding GST. The Building Manager to obtain comparable quotations for new BBQ.

17. Building Wash

RESOLVED

Resolved that the Strata Committee consider quotations obtained by the building manager for the annual building wash of the external facades.

Quotations were tabled as follows:

- PR Industries for \$26,300 excluding GST
- Rope Trades \$32,500 excluding GST

The Strata Committee accepted **PR Industries** quotation for **\$26,300 excluding GST** to complete the building wash of the external facades.

18. Basement Car Park Clean

RESOLVED

Resolved that the Strata Committee consider quotations obtained by the building manager to complete a clean of the basement carpark.

The Building Manager tabled a quotation from **Cleaning & Caretaking Corporate Pty Ltd** for **\$2,500 excluding GST** to complete a clean of the basement carpark.

The Committee agreed to complete a clean of the basement carpark every 2 years, with the next clean to be in 2026.

19. Other Business

RESOLVED

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

Rezoning. Ms. Chan discussed Inner West Council's proposed rezoning in the area as outlined in their "Our Fairer Future Plan" indicating that areas surrounding Marrick & Co were proposed to change to medium and high density zones. The Strata Committee agreed to obtain a fee proposal

for a planner to assist the scheme and provide advice. It was noted that individual owners could lodge objections regarding Inner West Council's proposal on their website.

20. Next Meeting

RESOLVED

That the strata committee will meet in the Marrickville Library - Learning Room 1.1, on **Wednesday 13 August 2025**.

The meeting will commence at **5:30pm**.

There being no further business the meeting closed at 06:55 PM.

Bright & Duggan Pty Ltd
Managing Agents for Plan No. 99426

bright & duggan



australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of – Plan No. 99426

178-180 LIVINGSTONE ROAD, MARRICKVILLE, NSW, 2204



Meeting Date:	10 February 2025
Time:	05:30 PM
Address:	Learning Room 1.1 - Marrickville Library, 313 Marrickville Road, MARRICKVILLE, NSW, 2204
Present:	Christine Lozano (Lot 84) Committee member present Marie O'Brien (Lot 96) Committee member present Ritchie Jones (Lot 169) Committee member present Lisa Russell (Lot 171) Committee member present Helen Tighe (Lot 174) Committee member present
In attendance:	Christopher Garner Bright & Duggan Tahlia Keogh Bright & Duggan Chris Klazidis Pacific Building Management Malcolm Brown (Lot 146) Maureen Watson (Lot 171)
Chairperson:	Christopher Garner
Apologies:	
Quorum:	Yes, 50% or more of strata committee members in attendance

1. Minutes

RESOLVED

Resolved that the minutes of the last Strata Committee meeting held on 20th of November 2024 be adopted as a true and accurate record of the proceedings of that meeting.

2. Matters Arising

RESOLVED

Resolved that that matters arising from the minutes of the last Strata Committee meeting of the owner's corporation be discussed and that an appropriate course of action be determined.

Items from the minutes of the last Strata Committee meeting were noted in the following motions.

3. Financials

RESOLVED

Resolved that that a summary of the financial position of the Owners Corporation be tabled and received.

4. Term Deposits

RESOLVED

Resolved that that the Strata Committee review the scheme's term deposits as outlined below.

Bank	Balance	Rate	Matures	Term
MBL	\$221,775.73		Cash @ Bank	
MBL	\$7,566.68	2.80%	At Call	
SCM	\$361,695.59	5.00%	12/2/2025	6 Months
SCM	\$300,000.00	4.75%	24/04/2025	6 Months
SCM	\$170,000.00	5.05%	11/4/2025	6 Months
SCM	\$325,000.00	5.05%	24/07/2025	6 Months

The Strata Committee resolved to rollover the term deposit that was maturing on 12 February 2025 for a 6-month term and increase the amount to \$440,000.00. It was further agreed to distribute \$90,000 into the at-call account from cash at bank.

5. Building Manager's Report

RESOLVED

Resolved that that the Building Manager's oral report be received noting that a formal report would be circulated by the end of the month.

BBQ Area. The Building Manager noted that the BBQ area required refurbishment works and discussed additions to the area such as an awning. It was noted that the Building Manager would prepare a scope of works and obtain quotations for these works for the Committee to review at the next meeting in May 2025.

Bin Cleaning. It was noted that the Committee were waiting for the Building Manager to put forward a business case to purchase a bin cleaning device to allow the cleaners to wash the bins after the bins had been emptied. The Committee discussed the location for bin cleaning and what additional works may be required to ensure that any excess water was directed to the building's drainage and prevented from entering other nearby areas. The Building Manager to include this in the business case to be presented at the next meeting in May 2025.

Façade Panels – Defect. The Building Manager noted that Mirvac had been contacted regarding flaking on several facade panels on building A & B and that they have agreed to replace identified panels. The Strata Manager reminded the Building Manager to include both the Strata Committee and Strata Manager in any communications with Mirvac.

Common Lawn Paving. Mr Klazidis recommended that the paving project be set aside given that the lawn was responding well following the recently completed drainage works on the common lawn area. The Strata Committee agreed to set aside the project.

6. Annual Action Plan

RESOLVED

1. Resolved that that the annual action plan, prepared by the Strata Manager, be tabled and received.
2. Resolved that that the Stata Committee review the key actions for the following 3 months.

It was noted that the key actions over the next quarter were as follows:

- Finalisation of the 2-year defect review.
- Commencement of the 6-year defect inspections.
- Consultant review of the lift maintenance.

7. Contract Register

RESOLVED

Resolved that that the Strata Committee review the current contracts in place.

It was noted that two contracts were due for consideration as follows:

- Comprehensive lift maintenance agreement – Expiring 31 July 2025
- Cleaning Service Agreement – Review due 30 June 2025

8. Sustainability

RESOLVED

Resolved that that the Strata Committee consider the following:

Solar Panels Infrastructure. The Building Manager noted that warranty works on all three solar panel systems had been carried out. Data regarding the solar panels would be provided to the Committee with some commentary from the solar technician. It was noted that the current infrastructure would allow for addition of further panels. It was agreed the Building Manager would provide an assessment of the usage of solar infrastructure to make future investment decisions.

Building Recycling. It was noted that the scheme was working with Recycle Smart, a company that collects soft plastics, clothes, shoes, e-waste, batteries. The committee accepted the installation of 8 240 litre bins with bin liners and posters/stickers as part of the recycling initiative for a fee of \$2,500. It was noted that this program was being well received amongst the residents.

With the Owners' Corporation's support, the Building Manager has agreed to participate in a trial by Inner West Council to increase usage of the FOGO bins for food and garden organics

9. Charging Station

RESOLVED

Resolved that that the Strata Committee ratify their decision to alter the rates for the EV charging stations to 25 cent per kWh.

10. Six Year Major Defect Statutory Warranty Period Inspections

RESOLVED

Resolved that that the Strata Committee note that an extraordinary general meeting has been convened for 26th of February 2025 for the appointment of consultants to complete the six-year major defect statutory warranty period inspections.

It was noted that SWAAB had obtained building consultant tenders for general building & waterproofing and fire & life safety as follows:

	Inspect 25% Lots	Convert to Litigation Report	Total	* Amounts are excluding GST
Diagnostech	\$ 39,450.00	\$3,000 Budget	\$ 42,450.00	Bldg and W/proofing Defects
RHM Consultants	\$ 45,000.00	\$ 8,400.00	\$ 53,400.00	Bldg and W/proofing Defects
The Construction Advisor	\$ 92,508.81	\$ 45,838.13	\$ 138,346.94	Bldg and W/proofing Defects
Fahrenheit Global	\$ 19,718.00	Included	\$ 19,718.00	Fire & Life Safety
AED	\$ 32,500.00	\$ 12,500.00	\$ 45,000.00	Fire & Life Safety
EBS Consultants	\$ 66,195.00	\$ 8,000.00	\$ 74,195.00	Fire & Life Safety
City Building Consultants	\$ 67,850.00	\$ 4,500.00	\$ 72,350.00	Fire & Life Safety

	Inspect 100% Lots	Convert to Litigation Report	Total	* Amounts are excluding GST
Diagnostech	\$ 87,000.00	\$3,000 Budget	\$ 90,000.00	Bldg and W/proofing Defects
RHM Consultants	\$ 116,000.00	\$ 33,500.00	\$ 149,500.00	Bldg and W/proofing Defects
The Construction Advisor	\$ 139,815.00	\$ 45,838.13	\$ 185,653.13	Bldg and W/proofing Defects
Fahrenheit Global	\$ 42,500.00	included	\$ 42,500.00	Fire & Life Safety
AED	\$ 73,500.00	\$ 12,500.00	\$ 86,000.00	Fire & Life Safety
EBS Consultants	\$ 179,595.00	\$ 8,000.00	\$ 187,595.00	Fire & Life Safety
City Building Consultants	\$ 168,750.00	\$ 4,500.00	\$ 173,250.00	Fire & Life Safety

11. Review of Two-Year Warranty Items - Legal Advice

RESOLVED

The Strata Committee discussed the update provided by SWAAB on 7 February 2025 regarding the two-year defects. It was noted that the Owners' Corporation were to provide further instructions regarding five outstanding items set out in their update. The Strata Manager and Building Manager to collate evidence regarding the completed outstanding items for SWAAB to review.

SWAAB also noted in their update concerns regarding Core Consulting's report and how they have closed out various defects without independently inspecting or having photographic evidence of closed out defects. Of greater concern was Core Consulting's statement to SWAAB that *"that CORE no longer offers the BCA/fire consulting services. As such, we advised that we can only comment whether something has/has not been done but cannot comment as to whether the work done that was done has been carried out in a compliant manner."*

The Strata Committee accepted SWAAB's recommendation that the Owners Corporation engage another fire defect expert to investigate any major fire defects as part of the six-year statutory warranty period inspections, and that that brief to be expanded to include the two-year close out Core Consulting related items.

The Strata Committee agreed that a reimbursement of all costs paid by the Owners Corporation in relation to closing out the two-year defects, being \$3,109.22 including GST, be sought from Core Consulting.

The Strata Committee agreed that SWAAB issue a letter to Mirvac confirming that the Owners Corporation does not agree that the two-year defect items have been completed.

12. Code of Conduct

RESOLVED

Resolved that that the Strata Committee review and adopt the Code of Conduct policy (previously circulated).

13. Communications Protocol

RESOLVED

Resolved that that the Strata Committee review and adopt the Communications Protocol (previously circulated).

14. Landscapers

RESOLVED

That the Strata Committee discuss the landscapers scope of works and any urgent issues that need addressing in the gardens.

Gardening Scope of Works. It was noted that the Committee were waiting for the Building Manager to provide an updated landscaping scope of works which was to include a detailed maintenance scope for the irrigation system and ensure that all garden areas were included.

Irrigation. The Building Manager advised the Committee that specialist irrigation contractors, Never Stop Irrigation had been engaged to complete irrigation repairs.

Balcony Planters – Dead Plants. It was noted that the scheme's landscapers were attending to the removal of dead plants in the balcony planters at their cost as maintenance of the irrigation in these areas had not been carried out. It was noted that a proposal to replace the dead plants with more suitable plantings would be provided by the Building Manager.

15. Other Business

RESOLVED

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

Building Manager – Annual Leave. It was noted that whilst the Building Manager was on annual leave a replacement would be in place.

Welcome Pack. The Strata Committee discussed with the Building Manager a welcome pack which would be distributed to residents outlining essential information regarding waste, moving in/out and so on. The Building Manager to prepare a draft welcome pack for the Committee to review. Bright & Duggan to obtain a digital copy of the original welcome pack from Mirvac in InDesign format.

Items Stored in Car Spaces. It was noted that residents were storing items in their car spaces. The Building Manager to monitor this during weekly walk throughs and notify residents in breach of the building's by-laws.

Swap Items. It was agreed to relocate the swap item area from the foyer to the bin room.

Lifts – Maintenance Review. Proposals from lift consultants, JCA Lift Consultants & Equity Elevator Consultants, were tabled to:

1. To inspect the lift equipment to ascertain the standards of maintenance and to identify any items which will require the attention of the current lift contractor under the term and conditions of the current maintenance agreement.

2. Conduct a tender process for lift maintenance for a new term.

The Strata Committee noted that whilst JCA Lift Consultants were the scheme's incumbent lift consultant, their fees were not comparable to Equity Elevator Consultants. Mr Klazidis suggested that he negotiate a amended fee with JCA Lift Consultants. The Strata Committee agreed to proceed with a consultant at the fee of \$2,925 including GST.

The Strata Manager tabled a proposal from the incumbent lift contractor, Kone Elevator Services, for a 5 year comprehensive maintenance agreement totalling \$32,381 including GST which was a reduction of \$6,335.64 on the current contracted rates. It was noted that the scheme would need to obtain comparable quotations and that this be considered at a later date.

Building Manager. Mr. Klazidis acknowledged that his performance had declined over the past six months due to personal reasons and expressed his apologies to the Strata Committee.

16. Next Meeting

RESOLVED

That the strata committee will meet in the Marrickville Library - Learning Room 1.1, on Wednesday 14 May 2025. The meeting will commence at 5:30pm.

There being no further business the meeting closed at 06:50 PM.

Bright & Duggan Pty Ltd
Managing Agents for Plan No. 99426

bright & duggan



australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of – Plan No. 99426

178-180 LIVINGSTONE ROAD, MARRICKVILLE, NSW, 2204



Meeting Date:	13 August 2025
Time:	05:30 PM
Address:	Learning Room 1.1 - Marrickville Library, 313 Marrickville Road, MARRICKVILLE, NSW, 2204
Present:	Christine Lozano (Lot 84) Committee member present Marie O'Brien (Lot 96) Committee member present Ritchie Jones (Lot 169) Committee member present Lisa Russell (Lot 171) Committee member present Helen Tighe (Lot 174) Committee member present
In attendance:	Christopher Garner Bright & Duggan Loris Trimachi Bright & Duggan Malcolm Brown (Lot 146) Warren Coleman (Lot 158) Reg Campbell (Lot 165) Lucille Sebastian (Lot 167) Maureen Watson (Lot 171) Maureen Miller (Lot 200)
Chairperson:	Christopher Garner
Apologies:	
Quorum:	Yes, 50% or more of strata committee members in attendance

1. Acting Member of a Strata Committee

NOT PUT

Not Put that the Strata Committee resolves to approve an acting member to stand in place of any committee member who may be absent at the time of this meeting.

2. Conflict of Interest

RESOLVED

Resolved that the members of the Strata Committee make a Disclosure of Pecuniary Interest in relation to any agenda item, if relevant.

3. Minutes

RESOLVED

Resolved that the minutes of the last Strata Committee meeting held on 14th of May 2025 be adopted as a true and accurate record of the proceedings of that meeting.

4. Matters Arising

RESOLVED

Resolved that matters arising from the minutes of the last Strata Committee meeting of the owner's corporation be discussed and that an appropriate course of action be determined.

Security Audit. The Strata Committee requested that the Building Manager provide an update on the security audit.

Irrigation - Level 9. The Strata Committee requested that the Building Manager provide an update on the lack of irrigation on level 9.

5. Financials

RESOLVED

Resolved that a summary of the financial position of the Owners Corporation be tabled and received.

6. Term Deposits

RESOLVED

Resolved that the Strata Committee review the scheme's term deposits as outlined below.

Bank	Balance	Rate	Matures	Term
SCM	\$ 99,034.26		Cash @ Bank	
SCM	\$ 8,359.29	2.90%	At Call	
SCM	\$ 320,000.00	4.10%	11/11/2025	6 Months
SCM	\$ 307,105.48	4.40%	24/10/2025	6 Months
SCM	\$ 341,412.50	4.10%	24/11/2025	4 Months
SCM	\$ 440,000.00	4.75%	12/08/2025	6 Months

It was noted that the \$440,000 term deposit maturing on 12 August 2025 had been reduced to \$330,346.10, in order to provide additional funds for the insurance renewal, and reinvested for 4 months at 4.05%.

7. Lift Maintenance Agreement

RESOLVED

Resolved that the Strata Committee ratify their decision to engage **Equity Elevator Consultants** for **\$1,800 excluding GST** to complete the following:

- Preparation and finalisation of the Performance-Based Maintenance Agreement
- Commercial and technical negotiations with KONE
- Review and confirmation of the maintenance schedule, KPIs, and reporting structure
- Final execution and onboarding assistance.

Resolved that the Strata Committee ratify their decision to renew the comprehensive lift maintenance agreement with **KONE Elevators** for **\$29,150 including GST**.

8. Cleaner

RESOLVED

Resolved that the Strata Committee note that the cleaner's rate has increase by 3% on 1 July 2025 and that this would be subject to review in 18 months.

9. Cladding Replacement

RESOLVED

Resolved that the Strata Committee note that Mirvac have provided a cladding replacement report outlining the cladding panels replaced in March 2025 and the warranty terms on the new panels.

10. Six Year Major Defect Statutory Warranty Period Inspections

RESOLVED

1. Resolved that the Strata Committee ratify their decision to engage **Diagnostech** to complete further investigations as per their proposal, dated 14 July 2025, for **\$42,900 including GST**.
2. Resolved that the Strata Committee note that Fahrenheit Global have confirmed that all the previously identified items requiring further investigation are now considered closed. The remaining outstanding items were agreed upon as defects requiring rectification during the consultation between Fahrenheit and Mirvac, and it is now Mirvac's responsibility to carry out the necessary rectification works
3. Resolved that the Strata Committee note the following key dates under the Deed:
 - 7 July 2025 – the date of commencement of the Deed;
 - 11 December 2025 - The earliest date proceedings can be commenced if the alleged defects have not been settled; and
 - 8 January 2026 – last day to commence proceedings
4. Resolved that an update be tabled from the scheme's solicitor.
5. Resolved that an update be tabled from the scheme's strata manager.

The Strata Manager advised that SWAAB had provided an updated report from Fahrenheit Global following the resolution of a number of fire defects.

It was noted that regular meetings were being held between Mirvac, building management, strata management and a representative of the strata committee. Monthly updates were being provided to the Lot owners. Mr Campbell requested easier access to building defect documentation, with the strata manager confirming that a OneDrive link would be provided to owners in the next update.

11. Review of Two-Year Warranty Items

RESOLVED

Resolved that regarding the outstanding two-year defects identified by Fahrenheit Global, the Strata Committee note that updated consultant advice has been provided, dated 7 August 2025, outlining which items have been resolved and which still require rectification.

12. LAAN - Waveconn Tower Company 1 Pty Ltd

RESOLVED

Resolved that the Strata Committee note that the scheme was served a Land Access and Activity Notice (LAAN) by Waveconn Tower Company 1 Pty Ltd to inspect the building and roof to determine suitability for a proposed telecommunication installation dated 19 June 2025.

Resolved that the Strata Manager provide an update following the inspection. It was noted that following the inspection that an Expression of Interest had been submitted to the Owners' Corporation by Waveconn for the installation of mobile telecommunication facilities on the roof.

The Strata Committee requested a proposal be obtained from Chambers Russell Lawyers to review, advise, negotiate, and conclude an agreement with Waveconn. This proposal would be shared with Waveconn, requesting that they cover 100% of the legal fees incurred

13. Insurance Renewal

RESOLVED

Resolved that the Strata Committee acknowledges the written notice served by the Agent pursuant to Section 60(2A) and Section 60(2B) of the Strata Schemes Management Act 2015 (NSW) in relation to any insurance commission payable to the agent and resolves to approve the Agent entering into the contract of insurance on behalf of the owners corporation. Further, in accordance with the resolution passed at the last Annual General Meeting, the Strata Committee for 99426 LIVINGSTONE RD - 178-180 RD approve to renew the insurance period 14th August 2025 to 14 August 2026 with one (1) of the following alternatives as per the renewal documentation attached to this notice. Further, that the Committee resolves to provide approval for the informed consent for the Insurance Broker and the authorised representative to receive commission on the policy (if applicable) and outlined within the supporting documentation attached to this notice.

Due to the time restrictions and importance of having the Scheme correctly covered by insurance, the insurance policy will be renewed with the recommended insurer prior to the expiry date. This is irrespective of whether a Committee resolution has been reached, the motion is Defeated or Lost & no other written instructions have been provided by the Committee.

Please see the summary table below taken from the Brokers renewal report. For a detailed analysis on this renewal please refer to the Brokers renewal documents attached to this meeting notice.

Insurer	Building Sum Insured	Property Excess	Total Insurance Costs Payable
CHU Underwriting Agencies Pty Ltd	\$ 118,347,863	\$ 5,000	\$ 229,382.97 (12 Months)
			\$ 116,136.67 (6 Months)
			\$58,618.35 (3 Months)
Chubb Insurance Australia Limited	Declined to Quote due to Defects		
Strata Unit Underwriters			
Strata Community Insurance	Declined to Quote due to Claims History		
ARX Placement Solutions Pty Ltd	Unable to provide terms - Building sum insured below insurer capacity i.e. <\$150,000,000		
Insurance Investment Solutions	Unable to provide terms - Building sum insured exceeds insurer capacity i.e. >\$62,000,000		
Longitude Insurance Pty Ltd	Unable to provide terms - Building sum insured exceeds insurer capacity i.e. >\$50,000,000		
Axis Underwriting Services	Unable to provide terms - Building sum insured exceed insurer capacity i.e. >\$32,000,000		
QUS Pty Ltd	Unable to provide terms - Building sum insured exceeds insurer capacity i.e. >\$15,000,000		
Flex Insurance	Approached, however did not receive a response – Please note both have been escalated for a response		

In accordance with the Strata Community Association's Best Practice Guide on Insurance Disclosure—developed with reference to standard practices for strata insurance renewals and the findings of the independent review by John Trowbridge (2022), Independent Review of Strata Insurance Practices – Phase 1—we provide the following excerpt from the broker's proposal regarding the total insurance premium payable.

INSURANCE DISCLOSURES AND PREMIUM BREAKDOWN

	Current Insurance Costs (12 Months)	CHU Underwriting Agencies Pty Ltd		
		(12 Months)	(6 Months)	(3 Months)
Building Sum Insured	\$ 112,712,250	\$ 118,347,863		
Base Premium (includes commission if applicable)	\$ 88,239.94 (0%)	\$ 159,969.52 (0%)	\$80,642.15 (0%)	\$40,321.08 (0%)
ESL or FSL* (Government Levies)	\$ 11,499.94	\$ 21,709.35	\$ 10,943.89	\$ 5,471.95
Stamp Duty	\$ 9,874.23	\$ 17,986.20	\$ 9,067.01	\$ 4,533.52
Underwriting Agency Fee	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Broker Fee (% of Base Premium)	\$ 9,500.00 (10.77%)	\$ 9,500.00 (5.94%)	\$ 4,750.00 (5.89%)	\$2,375.00 (5.89%)
GST All Items	\$ 11,024.00	\$ 19,217.90	\$ 9,733.62	\$ 4,916.80
Total Insurance Cost** (Incl GST)	\$ 131,138.11	\$ 229,382.97	\$ 116,136.67	\$ 58,618.35
Allocation of remuneration				
Strata Manager** (ex GST)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Broker** (ex GST)	\$ 9,500.00	\$ 9,500.00	\$ 4,750.00	\$ 2,375.00
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of CIB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about CIB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.			
Best Interest Declaration	In preparing this broker advice, Collective Insurance Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times.			
	Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd			
Total Insurance Remuneration** (ex GST)	\$ 9,500.00	\$ 9,500.00	\$ 4,750.00	\$ 2,375.00

* ESL - Emergency Services Levy, FSL - Fire Services Levy, GST - Goods & Services Tax

** Please note the final insurance costs payable may be subject to minor rounding variances of up to \$1.00. This variance is due to standard rounding processes applied during the calculations for GST, Fees and Government Duties.

14. Insurance Renewal Insurer Alternative 1 - 12 Month Option

DEFEATED

Defeated that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 99426 LIVINGSTONE RD - 178-180 approve the recommended insurer **CHU Underwriting Agencies with a total premium payable of \$229,382.97 including GST.**

15. Insurance Renewal Insurer Alternative 2 - 6 Month Option

RESOLVED

Resolved that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 99426 LIVINGSTONE RD - 178-180 approve the insurer **CHU Underwriting Agencies with a total premium payable of \$116,136.67 including GST.**

Note. It was noted that the Strata Committee held a brief meeting with its broker on the 14 August 2025 to discuss the proposed 12, 6 and 3 month terms and questions that were raised in the meeting.

Key points from the discussion are as follows:

- **Policy Term Impact:** Selecting a 3- or 6-month term will not affect the Owners Corporation's relationship with CHU.
- **Early Cancellation:** Opting for a 12-month term and cancelling mid-term is not recommended, as it may limit future quoting options from CHU and other insurers.
- **Mid-Term Repricing:** CHU is unlikely to renegotiate premiums during an active policy term, even if defects are resolved.
- **Premium Drivers:** Approximately 20% of the premium increase is attributed to market conditions; the remainder is due to defect-related loading.
- **Recommendation:** CIB recommends proceeding with a 6-month renewal term.

CIB further advised that once defects are resolved:

- More competitive quotes are likely to be available.
- Additional insurers may be willing to quote.
- A more competitive market should help rebalance future premiums.

The Committee accepted CIB's recommendation to proceed with a 6-month renewal term.

16. Insurance Renewal Insurer Alternative 3 - 3 Month Option

DEFEATED

Defeated that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 99426 LIVINGSTONE RD - 178-180 approve the insurer **CHU Underwriting Agencies with a total premium payable of \$58,618.35 including GST.**

17. Building Manager's Report

RESOLVED

Resolved that the Building Manager's report be tabled and received.

Solar Report. The Strata Committee noted that a report was to be received regarding the current solar system and a quotation for additional panels. It was also noted that one of the three solar systems was offline, which directly impacted electricity costs and would need to be managed better.

Parcel Theft. It was noted that the louvered glass panes at the entry to 178 & 180 Livingstone Road had been replaced with a fixed pane of glass follow the theft of parcels. The Committee discussed completing similar works to the entry to Lillydale Street.

Automatic Door Opener. It was noted that the motor controlling the automatic door opening for 180 Livingstone Road was replaced.

Gas Heaters. The Strata Committee discussed the replacement of additional gas water heaters and that the Building Manager investigate alternatives to retrofit these heaters with more efficient plant, such as heat pumps, when they fail.

Hot Water Heat Pumps (HWHP). The Building Manager is currently discussing with Red Energy the installation of heat pumps and obtaining costings. This installation would reduce costs to individual residents as residents gas currently funds the hot water usage.

18. Barbeque Area

RESOLVED

Resolved that the Strata Committee ratify their decision to replace the BBQ for **\$2,768.40 including GST**. It was noted that the BBQ would be replaced in the month.

19. Bin Room

RESOLVED

Resolved that the Strata Committee review proposed scope of works to alter the bin room to allow for bin cleaning.

It was noted that a quotation had been accepted to install bunding and a larger drain in the bin room to assist with cleaning the bins.

20. Landscapers

DEFERRED

1. Deferred that the Strata Committee discuss the landscapers scope of works and any urgent issues that need addressing in the gardens.
2. Deferred that the Strata Committee consider recommendations for new plantings for the balcony planters from the scheme's landscaper.

21. Sustainability

RESOLVED

Resolved that the Strata Committee consider the following:

Solar Panels Infrastructure. It was noted that a proposal to install additional solar panels had been obtained. The committee was exploring ways to increase the solar on the roof, incorporating better capacity management. A proposal has been provided to increase the solar system size to 99kW (currently ~12kW). This would produce enough electricity to cover the buildings usage, leaving between 20% and 120% over. This excess electricity would feed batteries, be directed to heat pumps (if installed) and also feed back into the grid. It is estimated that the savings would be in region of \$25,000 per year in electricity supplier costs. The Strata Committee are also working with a consultant funded by Inner West Council to obtain further quotations to ensure the current quote is competitive and meet legislative requirements in obtaining comparable quotations.

As part of the proposed telecommunications installation Waveconn have made an initial offer to provide a significant upfront payment to fund the buildings sustainable initiatives. This is likely to cover the costs for a new solar system, and possibly the hot water heat pump system. Once all costs are known and a final offer is made by Waveconn, a proposal will be presented to Owners at the AGM.

Building Recycling. Mr Jones discussed with the committee discussions held with Inner West Council to offer recycling services to the building instead of this being an additional expense for the scheme.

22. Other Business

RESOLVED

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

None.

23. Next Meeting

RESOLVED

Resolved that the strata committee will meet in the Marrickville Library - Learning Room 1.1, on Wednesday 8 October 2025. The meeting will commence at 5:30pm.

There being no further business the meeting closed at 07:11 PM.

Bright & Duggan Pty Ltd
Managing Agents for Plan No. 99426

bright & duggan



australia's strata leader

Minutes of

Extraordinary General Meeting

To The Owners of – Plan No. 99426

178-180 LIVINGSTONE ROAD, MARRICKVILLE, NSW, 2204



Meeting Date:

26 February 2025

Time:

05:30 PM

Address:

Microsoft Teams

Present:

Thien Dang (Lot 8) Electronic vote
Andrew Wang Ho Lau (Lot 31) Owner present
Andrey Fedoseev (Lot 34) Electronic vote
Caspar Yuill (Lot 39) Owner present
Gabriel Wakim (Lot 55) Electronic vote
Lauren Owen & Adriana Papallo (Lot 59) Owner present
Anna Ruberto (Lot 69) Electronic vote
Eugene Mak (Lot 78) Electronic vote
Gail Walsh (Lot 80) Electronic vote
Andrew Snare (Lot 83) Electronic vote
Annika Nilsson-Lubner (Lot 85) Electronic vote
Matthew Walsham (Lot 86) Electronic vote
Marie O'Brien (Lot 96) Electronic vote
Therese Avis (Lot 98) Electronic vote
Adriana Varvarigos (Lot 130) Electronic vote
James and Sharon Neville (Lot 137) Electronic vote
Dariush Adybeik (non-financial) (Lot 145) Electronic vote
Malcolm George Brown (Lot 146) Owner present
Janet Gilmour (Lot 153) Owner present (pre-voted)
Stamy Pty Ltd (Lot 157) Electronic vote
Clive Thomas (Lot 159) Owner present
Yijun Zhang (Lot 163) Electronic vote
Reginald Campbell (Lot 165) Owner present
Rajesh Kannan (Lot 167) Electronic vote

Toby Duffin (Lot 168) Electronic vote
Ritchie Jones (Lot 169) Owner present (pre-voted)
Ian Bosen (non-financial) (Lot 170) Electronic vote
Lisa Russell (Lot 171) Owner present
Damian Meagher (Lot 172) Owner present
Helen Tighe (Lot 174) Owner present
Ann Tout (Lot 178) Electronic vote
Mary Lagana (Lot 180) Electronic vote
Daniela Hartman (Lot 183) Electronic vote
Daniel Chi Wai Chan (Lot 184) Owner present
Esther Chan (Lot 187) Owner present (pre-voted)
Vitus Chi Kin Chan (Lot 189) Owner present
Spencer Kirk (Lot 191) Electronic vote
Alana Yuk-Teng Sun (Lot 192) Electronic vote
Andrew Marsden (Lot 193) Electronic vote
Masahiro Nishimura (Lot 197) Electronic vote
Michael & Thomas Hibbert (Lot 204) Owner present
Diana Chan (Lot 205) Owner present
Vee Kee Chong (Lot 208) Electronic vote
Svetlana Onisczenko (Lot 210) Owner present

By proxy:

Rajesh Kannan (Lot 167) to Ritchie Jones

In attendance:

Christopher Garner Bright & Duggan
Jennifer Hold SWAAB

Chairperson:

Christopher Garner

Apologies:

Linda McKeone (Lot 120)

Quorum:

At 6:10pm the scheme's elected Chairperson Ritchie Jones declared a quorum in accordance with Clause 17 (4) (b) of the *Strata Schemes Management Act 2025 – Schedule 1*.

Motions

1. Minutes

RESOLVED

Resolved that the Owners Corporation resolves to confirm the minutes of the last general meeting, held on 20th of November 2024, as a true and accurate record of the proceedings of that meeting.

2. Building Defects Claim

AMENDED & RESOLVED

1. Amended & Resolved that the Owners – Strata Plan No. 99426 RESOLVE to nominate Ritchie Jones and Lisa Russell to be the point of contact and to provide ongoing instructions to Swaab regarding the building defects claim for major defects.
2. Resolved that the Owners – Strata Plan No. 99426 RESOLVE to authorise Ritchie Jones and Lisa Russell, or a minimum of two members of the Strata Committee to provide instructions to Swaab during any negotiations conducted to resolve the building defect claim and to approve the entering into of a Deed of Settlement in accordance with legal advice.
3. Resolved that the Owners – Strata Plan No. 99426 RESOLVES to authorise the strata manager to execute and affix the seal of the owners corporation to any Deed of Settlement as approved by the nominated members of the Strata Committee and in accordance with legal advice pursuant to section 273 of the Strata Schemes Management Act 2015.
4. Resolved that the Owners – Strata Plan No. 99426 RESOLVE to commence legal action for common property major defects, if necessary, in the NSW Civil Administrative Tribunal, District Court of New South Wales or Supreme Court of New South Wales in accordance with legal advice, prior to expiry of the statutory warranty periods or under the Design and Building Practitioners Act 2020 against the:
 - (i) builder;
 - (ii) developer; or
 - (iii) any other liable party as advised by Swaab.
5. Resolved that the Owners – Strata Plan No. 99426 RESOLVE to authorise Swaab to issue notification letters to the builder and developer.

Note. The owners agreed to include an alternate for motion 2.1, being Lisa Russell.

3. Building Consultant: General Building and Waterproofing

RESOLVED

Resolved that the Owners – Strata Plan No. 99426 to appoint Diagnostech Pty Ltd, General Building Consultant, in accordance with their fee proposal dated 15 October 2024 to carry out inspections and to prepare a defect report regarding the common property major defects in the Property.

Note. The owners accepted Ms. Hold's advice to obtain litigation compliant reports from Diagnostech Pty Ltd which would increase their fee to **\$62,400 excluding GST** for an inspection of 50% of the Lots.

4. Building Consultant: Fire and Life Safety

RESOLVED

Resolved that the Owners – Strata Plan No. 99426 RESOLVE to appoint fire safety consultant, Fahrenheit Global, in accordance with their fee proposal dated 31 January 2025 to carry out inspections and to prepare a defect report regarding the common property major defects in the Property.

Note. The owners accepted Ms. Hold's advice to obtain litigation compliant reports from Fahrenheit Global which would increase their fee to **\$29,577.00 excluding GST** for an inspection of 50% of the Lots.

There being no further business the meeting closed at 06:23 PM.

**Bright & Duggan Pty Ltd
Managing Agents for Plan No. 99426**

bright & duggan



australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of – Plan No. 99426

178-180 LIVINGSTONE ROAD, MARRICKVILLE, NSW, 2204



Meeting Date:	16 October 2024
Time:	05:30 PM
Address:	Learning Room 1.1 - Marrickville Library, 313 Marrickville Road, MARRICKVILLE, NSW, 2204
Present:	Eugene Mak (Lot 78) Committee member present for part of meeting Stephen Carter (Lot 87) Committee member present Elizabeth Helstroom (Lot 126) Proxy present Malcolm Brown (Lot 146) Proxy present Reg Campbell (Lot 165) Committee member present Ritchie Jones (Lot 169) Committee member present Helen Tighe (Lot 174) Committee member present
In attendance:	Christopher Garner Bright & Duggan Tahlia Keogh Bright & Duggan Chris Klazidis Pacific Building Manager Group Christine Lozano (Lot 84) Lot owner present Daniela Hartman (183) Lot owner present
Chairperson:	Christopher Garner
Apologies:	Elizabeth Helstroom, Malcolm Brown
Quorum:	Yes, 50% or more of strata committee members in attendance

Note. The Strata Committee consented that Ritchie Jones act for Elizabeth Helstroom and Reg Campbell act for Malcolm Brown in this meeting.

Section 34 (1) Strata Schemes Management Act 2015 states:

"A member of a strata committee may, with the consent of the strata committee, appoint an owner or company nominee of a corporation that is an owner who is eligible to be a member to act in his or her place as a member at any meeting of the strata committee."

1. Minutes

RESOLVED

Resolved that the minutes of the last Strata Committee meeting held on 10th July 2024 and 8th of August 2024 be adopted as a true and accurate record of the proceedings of that meeting.

2. Matters Arising

RESOLVED

Resolved that matters arising from the minutes of the last Strata Committee meeting of the owner's corporation be discussed and that an appropriate course of action be determined.

Capital Works Fund Plan. The Strata Committee accepted the new capital works fund plan, which would be included in the AGM papers. It was noted that the new plan included the replacement of the roof waterproof membrane.

3. Financials

RESOLVED

Resolved that a summary of the financial position of the Owners Corporation be tabled and received.

4. Budget 2024/25

RESOLVED

Resolved that the Strata Committee accept the proposed 2024/25 budget.

The Strata Committee reviewed the year's expenditure and the proposed budget and noted the following that had impacted the preparation of the budget:

- An increase in allowance for general garden maintenance to improve this asset following a consultative process in understanding the requirements for the gardens.
- Working with the scheme's solicitor and consultants in completing the six-year statutory warranty inspections for building defects.
- Completing a review of the scheme's lifts and obtaining comparable tenders for new contract terms.
- That insurance costs remain uncertain due to continuing difficulties in the strata insurance market. A 10% increase in premiums has been estimated.
- Forecasted expenses outlined in the updated Napier & Blakely Capital works fund plan.
- A transfer of surplus funds from the administrative fund to the capital works fund to offset requirements in the capital works fund.
- A positive return on investment in the previous financial year and an expectation for similar returns in the coming year.

Taking the above into consideration, the Strata Committee agreed to an increase of 1.4% to the total contributions which is below the current CPI of 2.7%.

5. Term Deposits

RESOLVED

Resolved that the Strata Committee review the scheme's term deposits as outlined below.

Bank	Balance	Rate	Matures	Term
SCM	\$ 140,191.00		Cash @ Bank	
MBL	\$ 22,327.00	2.80%	At Call	
SCM	\$ 170,000.00	5.05%	11/07/2025	12 Months
SCM	\$ 250,000.00	4.90%	24/10/2024	6 Months
SCM	\$ 325,000.00	5.05%	24/07/2025	12 Months
SCM	\$ 361,685.59	5.00%	12/02/2025	6 Months

The Strata Committee agreed to rollover the 6-month term deposit maturing on 24 October 2024 for an additional 6-month term at 4.75% and increase the deposit amount from \$250,000 to \$300,000.

6. Annual Action Plan

RESOLVED

Resolved that the Strata Committee review the key actions for the following 3 months in the annual action plan.

Contract Review

Cleaning. The Strata Committee resolved to renew the cleaning contract for a further 12-month period. The Strata Manager noted that it had been negotiated that the fee remains unchanged for the first 6-month period.

Building Management. The Strata Committee noted that the Building Management contract would be extended for a 2-year period as per the contract terms and requested that the Building Manager consider their annual fee given the 2-year extension. The Strata Manager to liaise with Pacific Building Management.

Lift Monitoring. The Strata Committee accepted the Building Manager's recommendation to rollover the lift monitoring contract.

7. Landscaping

RESOLVED

Resolved that the Strata Committee Ratify their decision to engage **Madden Landscapes** for **\$12,540 including GST** to complete works outlined in their quotation (Ref #3558) to:

- Remove four medium size trees on the right-hand side of the main entrance
- Remove all dianella and other ground covers and supply new plantings.
- Supply new irrigation to new plantings.

Resolved that the Strata Committee consider the tenders obtained for the maintenance of the building's gardens. The Strata Manager outlined the two tenders obtained from CSF Landscapes for \$52,240 excluding GST (1,040 hours per annum) and StrataWerx for \$48,048 excluding GST (624 hours per annum) compared to the incumbent gardeners, Madden Landscapes for \$22,567.80 excluding GST (416 hours per annum).

The Strata Committee agreed that in the first instance the scope of works required refinement, particularly the maintenance requirements of the irrigation on individual level planter boxes. The Building Manager to update the gardener's scope of works for review. The Strata Committee agreed that following the preparation and review of the scope, that an updated proposal from Madden Landscapes be obtained prior to the next meeting.

Planter Box Irrigation. Ms. Lozano noted that there had been a failure of the irrigation servicing some planter boxes resulting in several plants dying. It was requested that the Building Manager obtain a quotation for new plantings and ensure that the irrigation system is inspected regularly.

8. Building Manager's Report

RESOLVED

Resolved that the Building Manager's report be tabled and received.

Resolved that an existing security camera be relocated, and an additional security camera be installed in Building A mail room area to ensure it was adequately covered.

Resolved that the strata committee review comparable quotations obtained for the building's hydraulic maintenance services as follows:

- Sydney Plumbing \$8,500.00 excluding GST
- Boone & Willard \$6,700.00 excluding GST
- Smart Plumbing \$6,500.00 excluding GST

The Strata Committee accepted the Building Manager's recommendation to change its hydraulic service contractor from Smart Plumbing to **Boone & Willard** for **\$6,700 excluding GST per annum** to complete the 6 and 12-month preventative maintenance. The Building Manager is to obtain further costs regarding **Boone & Willard's** rates for attendance during and outside business hours.

9. ABC Four Corners Programme

RESOLVED

1. Bright & Duggan assures the Strata Committee it receives no commissions when organising insurance for Marrick & Co, as per the current management agreement.
2. Bright & Duggan assures the Strata Committee it always declared its remuneration or commissions received to Marrick & Co in the AGM meeting papers.
3. Bright & Duggan has provided a statement to the Strata Committee clarifying the topics of insurances, commissions, and related parties.

The Strata Committee notes the above statement and requested that B&D written statement be included in the minutes for owners to review.

10. Defects

RESOLVED

Review of Two-Year Warranty Items - Legal Advice

Resolved that the Strata Committee note the legal advice received from SWAAB, dated 26 September 2024, regarding whether practical completion of the rectification work for the minor defects has been achieved.

It was noted that practical completion had not been achieved as per SWAAB's advice and that further steps would be required to progress outstanding matters.

Resolved that the Strata Committee review and accept the updated fee proposal from SWAAB, dated 8 October 2024, to carry out the recommendations outlined in their advice, being:

- prepare briefs to experts as to the outstanding items and request completion of the Close Out Schedules by the experts.
- Review the position held by expert and liaise with them should any queries arise.
- provide advice to owners corporation as to whether Practical Completion has been achieved or whether Mirvac should be notified of the outstanding items and be given an opportunity to rectify those outstanding items to allow Practical Completion to be achieved.
- notify Mirvac of any outstanding works to achieve Practical Completion.
- consultation with owners corporation and Mirvac until Practical Completion achieved (allow 4 hours only for this stage – any protracted dealings with Mirvac to achieve Practical Completion will be additionally charged at hourly rates).

Common Lawn Defect.

The Strata Manager provided an update on the common lawn defect. It was noted that Mirvac were unwilling to review the common lawn defect as the scheme's consultants, RHM, had outlined in their review that the matter was resolved. The Strata Manager advised the Committee that RHM Consultants were awaiting documents from the Building Manager in relation to previous works completed by Mirvac to determine if those works were completed correctly and whether the defect should be reopened.

The Strata Committee agreed to progress the common lawn defect by engaging Madden Landscapes to rectify the drainage issue in the common lawn area and replace the tree.

Six Year Major Defect Statutory Warranty Period.

Resolved that the Strata Committee note the preliminary legal advice received from SWAAB, dated 30 August 2024, regarding a potential building defect claim for major defects within the 6-year statutory warranty period under the Home Building Act 1989.

Resolved that the Strata Committee Ratify their decision to engage SWAAB to carry out Stage 1 of their recommendations, being to issue briefs to suitable building experts (if not already engaged) to prepare building defect reports in respect of any major defects identified at the Property; liaise with experts to finalise reports, provide further advice regarding the major defects claimable from the builder and developer.

The Strata Manager noted that once tenders had been reviewed by the Committee that an extraordinary general meeting would be required to consider the proposed motions outlined in SWAAB's advice.

11. Sustainability

DEFERRED

The Strata Committee to discuss sustainability initiatives at a future meeting.

12. Other Business

RESOLVED

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

Committee Points of contact for Residents. It was noted that the Building Manager and Strata Manager were the best points of contact for the building.

Committee Archiving of Committee documents and/or decisions. The Committee discussed how best to store documents outside of the strata management portal.

13. Next Meeting

RESOLVED

Resolved that the strata committee will meet on **Wednesday 20 November 2024**. The meeting will commence immediately following the **AGM**.

There being no further business the meeting closed at 7:35 PM.

Bright & Duggan Pty Ltd
Managing Agents for Plan No. 99426

27 September 2024

Dear Committee,

We appreciate the opportunity to address the concerns raised by the committee following the recent ABC Four Corners Program regarding the strata industry. We are aware that a number of our owners and their SCs have queries regarding specific issues that arose during that program.

Prior to the Four Corners program airing, Bright & Duggan provided comprehensive written responses to inquiries from producers before the program aired. However, it became evident that certain details were selectively presented during the broadcast, which caused some confusion or concern.

The following sections will provide a more detailed explanation of the concerns raised.

Insurance

Steadfast is a significant group in the Australian insurance market, having an interest in over 450 insurance brokers and owning the largest strata underwriter, CHU, amongst other strata specialist insurers.

Contrary to information provided in the ABC program, Steadfast is not a majority owner of the ASX-listed Johns Lyng Group (JLG). Rather, Steadfast owns a 2% interest in JLG, which is the majority owner of Bright & Duggan Property Group.

Bright & Duggan operates as an independent company within JLG, and Steadfast has no management input or direct interest in Bright & Duggan. Furthermore, Bright & Duggan has no direct financial interest in any insurance broker or underwriter.

Commissions

Bright & Duggan does not accept undisclosed commissions. We encourage customer choice and provide complete transparency with full disclosure of any commissions in our agency agreements.

With respect to insurance commission, we are the first large supplier to offer all clients a choice of either a fee-for-service facility in lieu of the existing commission-based system.

Related Parties/Repairs

Bright & Duggan deals with many service providers as part of our strata role, and we take every possible step to ensure strata owners are provided with a range of competitive quotations when considering their needs. Owners can be assured that all transactions or engagements on behalf of clients, including those related to insurance and building remediation, are conducted with complete transparency and always in the best interest of our clients.

For the sake of clarity, of the 18,414 work orders issued in 2024, only 240 (1.3%) have been issued to JLG-related companies.

With regards to your building, the has had *no* work completed by any JLG-related company.

Our Commitment

We remain committed to ensuring that our systems and procedures are of the highest ethical standards. Integrity and transparency are the cornerstones of our business. We are dedicated to strengthening our position as a trusted leader in the strata industry by consistently upholding our core values and placing the needs of our customers at the forefront of everything we do.

If you have any other concerns, please don't hesitate to contact myself directly at dane.maclachlan@bright-duggan.com.au

Warmest Regards,

Yours sincerely

Dane Maclachlan
Branch Manager



australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of – Plan No. 99426

178-180 LIVINGSTONE ROAD, MARRICKVILLE, NSW, 2204



Meeting Date:	20 November 2024
Time:	05:30 PM
Address:	Herb Greedy Hall, 178-180 Livingstone Road, Marrickville, NSW, 2204
Present:	Marie O'Brien (Lot 96) Committee member present Ritchie Jones (Lot 169) Committee member present Lisa Russell (Lot 171) Committee member present Helen Tighe (Lot 174) Committee member present
In attendance:	Christopher Garner Bright & Duggan Tahlia Keogh Bright & Duggan
Chairperson:	Christopher Garner
Apologies:	
Quorum:	Yes, 50% or more of strata committee members in attendance

1. Election of the Chairperson

RESOLVED

Resolved that the Strata Committee, in accordance with Strata Schemes Management Act 2015 (NSW) elects the strata manager to preside at this meeting.

2. Minutes

RESOLVED

Resolved that the minutes of the last Strata Committee meeting held on 16th of October 2024 be adopted as a true and accurate record of the proceedings of that meeting.

3. Voting Methods

RESOLVED

Resolved that the Strata Committee, in accordance with Regulation 14, resolves to adopt other voting methods by means of (teleconference, video-conference, email, pre-meeting voting, other means) while participating in a meeting from a remote location.

4. Election of Officers

RESOLVED

Resolved that the Strata Committee, in accordance with Regulation 11, resolves to elect a Chairperson, Secretary and Treasurer of the Committee.

Chairperson: Ritchie Jones
Secretary: Lisa Russell
Treasurer: Helen Tighe

5. Appoint Contact and Substitute Contact

RESOLVED

Resolved that the Strata Committee resolves to appoint a member of the Strata Committee to liaise with the strata manager and be the strata manager's primary point of contact. Further, that an alternate member of the Strata Committee be nominated to liaise with the strata manager as a substitute contact in the event of the absence of the primary contact.

Primary Contact: Ritchie Jones
Secondary Contact: Helen Tighe

6. Compliance with Strata Hub Requirements

RESOLVED

Resolved that the Strata Committee resolve to authorize the Strata Manager to comply with the owners corporation obligations under Part 7 Division 2 of the Strata Schemes Management

Regulation 2016 by inputting the mandatory information into the NSW Strata Hub, this year and on an ongoing basis and to charge in accordance with the terms of its agency agreement including charging the disbursements of \$3 per lot specified under the relevant legislation.

7. Other Business

RESOLVED

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

Six Year Major Defect Statutory Warranty Period.

It was noted that proposals had been received from building experts to complete inspections of 25% and 100% of the units and provide a non-litigation report as follows:

For Building & Waterproofing Defects:

	25% Inspection	100% Inspection
RHM Consultants	\$ 45,000.00	\$ 116,000.00
The Construction Advisor	\$ 127,462.56	\$ 174,768.75
Diagnostech	\$ 39,450.00	\$ 87,000.00

For Fire Safety Defects:

	25% Inspection	100% Inspection
AED	\$ 50,000.00	\$ 91,000.00
Fahrenheit Global	\$ 16,033.00	\$ 34,595.00

It was recommended by the strata manager that further tenders be obtained for fire safety inspections. The Committee agreed that further quotations be obtained.

The Strata Committee resolved to convene an extraordinary general meeting on **Wednesday 22 January 2025** by **Teleconference** to consider the appointment of consultants. The meeting will commence at **5:30pm**.

8. Next Meeting

RESOLVED

That the strata committee will meet on the following dates:

Wednesday 5 February 2025
Wednesday 14 May 2025
Wednesday 13 August 2025
Wednesday 8 October 2025 (Budget meeting)
Wednesday 21 November 2025 (AGM)

Meetings will commence at 5:30pm.

There being no further business the meeting closed at 07:24 PM.

Bright & Duggan Pty Ltd
Managing Agents for Plan No. 99426



bright & duggan



australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of – Plan No. 99426

178-180 LIVINGSTONE ROAD, MARRICKVILLE, NSW, 2204



Meeting Date:	10 July 2024
Time:	05:30 PM
Address:	Learning Room 1.1 - Marrickville Library, 313 Marrickville Road, MARRICKVILLE, NSW, 2204
Present:	Stephen Carter (non-financial) (Lot 87) Committee member present Elizabeth Helstroom (Lot 126) Committee member present Malcolm Brown (Lot 146) Committee member present Reg Campbell (Lot 165) Committee member present
In attendance:	Dane Maclachlan Bright & Duggan Tahlia Keogh Bright & Duggan Christine Lozano (Lot 84) Lot owner present Daniela Hartman (183) Lot owner present
Chairperson:	Dane Maclachlan
Apologies:	Ritchie Jones (Lot 169) Committee member Helen Tighe (174) Committee member Eugene Mak (78) Committee member
Quorum:	Yes, 50% or more of strata committee members in attendance

1. Minutes

RESOLVED

Resolved that the minutes of the last Strata Committee meeting held on 1st of May 2024 be adopted as a true and accurate record of the proceedings of that meeting.

2. Matters Arising

RESOLVED

Resolved that matters arising from the minutes of the last Strata Committee meeting of the owner's corporation be discussed and that an appropriate course of action be determined.

Capital Works Fund Plan. It was noted that Napier & Blakely had been engaged to prepare a new capital works fund plan. The Strata Committee requested that Napier & Blakely provide an indication of when their report would be received in preparation for the committee's budget meeting in October.

Rooftop Telecommunications Lease Request. The Strata Committee considered the legal advice from Chambers Russell Lawyers regarding the Expression of Interest to install mobile telecommunications facilities on the roof by Waveconn. The Strata Committee agreed to reject Waveconn's Expression of Interest and requested that the Strata Manager draft correspondence outlining the Owners' Corporations position for the Committee to review, prior to issuing to Waveconn.

3. Financials

RESOLVED

Resolved that a summary of the financial position of the Owners Corporation be tabled and received.

4. Term Deposits

RESOLVED

Resolved that the Strata Committee review the scheme's term deposits as outlined below and agreed to:

- Roll over term deposit that matures 11/7/24 for a 12-month period at 5.05% with Bank of Queensland (BOQ) and to increase the balance to \$170,000.00 from surplus funds.
- Close the MBL term deposit of \$310,852.11 and open a new term deposit with same funds with BOQ for 12 months at 5.05%.

Bank	Balance	Rate	Matures	Term
SCM	\$ 104,000.00	5.05%	11/07/2024	6 months
MBL	\$ 310,852.11	4.55%	17/07/2024	12 months
SCM	\$ 250,000.00	4.90%	24/10/2024	6 months
MBL	\$ 357,460.90	4.70%	6/08/2024	3 months
MBL	\$ 101,880.19	2.80%	At Call	

5. Annual Action Plan

RESOLVED

Resolved that the Strata Committee review the key actions for the following 3 months in the annual action plan.

6. Fire and Mechanical Services: Tenders

RESOLVED

Resolved that the Building Manager update the Strata Committee in regard to the tender process for the maintenance of the scheme's fire and mechanical services.

The Building Manager advised that comparative tenders had been obtained for the maintenance of the scheme's fire services. It was agreed to remain with the incumbent fire contractors (Innovative Fire Services) as the difference in price was marginal and that their service was acceptable.

7. Landscaping

RESOLVED

1. Resolved that the Building Manager and Strata Committee discuss the performance of Madden Landscapes.
2. Resolved that the Strata Committee discuss outstanding landscaping matters.

It was noted that the Strata Manager had obtained a proposal from CSF Landscapes to maintain the building's gardens. The Strata Committee noted that the hours outlined were significantly more than Madden Landscapes. The Strata Committee requested that a further proposal be obtained by the Strata Manager.

The Strata Committee discussed the maintenance of the balcony planter boxes and if this was included in Madden Landscape's scope. The Building Manager to advise.

The Building Manager noted that quotations had been obtained for further landscaping works, which would be circulated after the meeting.

8. Automatic Door Closer - Lilydale Street

RESOLVED

Resolved that the Building Manager provide an update on the installation of an automatic door closer at Lilydale Street lobby entrance by City Projects (NSW) Pty Ltd.

The Building Manager advised that several trades had to be co-ordinated to complete the installation of the automatic door closer and that it was expected that these works would commence on 22 July 2024.

9. Building Manager's Report

RESOLVED

Resolved that the Building Manager's report be tabled and received.

Bollard. The Strata Committee discussed that the hospital lane bollard lock was damaged due to removalist trucks and couriers driving over it. The Building Manager advised that he would obtain a new lock.

10. Insurance

RESOLVED

Resolved that the Strata Committee discuss the progress of the renewal of the scheme's insurance policy.

Mr. Maclachlan noted that the scheme's insurance broker, Collective Insurance Brokers (CIB), had taken the building out to tender to obtain insurance renewal proposals. The scheme's incumbent insurer, CHU, had provided terms to CIB for 12 months for \$131,138.11, which included all fees and charges and CIB fixed broker fee. Mr Maclachlan noted that bright & Duggan under the current agreement with the scheme would not receive any income or commission as part of the insurance renewal. The premium from CHU represented a 10.25% reduction from the previous year's renewal. The Strata Committee noted that CIB would provide further tenders and their review in the coming weeks.

11. Defects

RESOLVED

Fire Defects

Resolved that an update be provided to the Strata Committee in relation to the post fire defect close out review being carried out by Core Consulting Engineers.

It was noted that there was one item outstanding in the Core Consulting report to be finalised.

Building Defects

Resolved that an update be provided to the Strata Committee in relation to the post building defect close out review being carried out by RHM Consultants.

It was noted that RHM Consultants would need to attend site to close out the final items in their report.

The Strata Committee requested that the Strata Manager obtain a proposal from Swaab to review the post defect reports from Core Consulting Engineers and RHM Consultants and confirm that all items in the deed of Agreement have been finalised.

Six Year Major Defect Statutory Warranty Period.

Resolved that the Strata Committee accept Swaab's proposal, dated 4 April 2024, to provide initial legal advice on the recommended steps to identify and resolve any major defects as part of the 6-year major defect process.

12. Sustainability

RESOLVED

Resolved that the Strata Committee discuss sustainability initiatives.

The Strata Committee discussed electric vehicle (EV) and lithium battery charging agreed that at a future general meeting a by-law should be considered to regulate this.

13. Other Business

RESOLVED

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

14. Next Meeting

RESOLVED

1. Resolved that the strata committee note that a meeting will be held to consider the building's insurance renewal and tenders obtained.
2. Resolved that the strata committee will meet in the Marrickville Library - Learning Room 1.1, on **Wednesday 16 October 2024** (Budget Meeting). The meeting will commence at **5:30pm**.

There being no further business the meeting closed at 07:14 PM.

Bright & Duggan Pty Ltd
Managing Agents for Plan No. 99426

bright & duggan



australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of – Plan No. 99426

178-180 LIVINGSTONE ROAD, MARRICKVILLE, NSW, 2204



Meeting Date:	19 February 2024
Time:	05:45 PM
Address:	Learning Room 1.1 - Marrickville Library, 313 Marrickville Road, MARRICKVILLE, NSW, 2204
Present:	Stephen Carter (Lot 87) Committee member present Elizabeth Helstroom (Lot 126) Committee member present Malcolm Brown (Lot 146) Committee member present Reg Campbell (Lot 165) Committee member present Ritchie Jones (Lot 169) Committee member present Helen Tighe (Lot 174) Committee member present
In attendance:	Christopher Garner Bright & Duggan Lauren Owen (Lot 59) Therese Avis (Lot 98) Owner present Maureen Watson (Lot 171) Owner present
Chairperson:	Christopher Garner
Apologies:	Eugene Mak (Lot 78) Chris Klazidis (Pacific Building Management)
Quorum:	Yes, 50% or more of strata committee members in attendance

1. Election of the Chairperson

RESOLVED

That the Strata Committee, in accordance with Strata Schemes Management Act 2015 (NSW) elects the strata manager to preside at this meeting.

2. Minutes

RESOLVED

That the minutes of the last Strata Committee meeting held on 6th of December 2023 be adopted as a true and accurate record of the proceedings of that meeting.

3. Matters Arising

RESOLVED

That matters arising from the minutes of the last Strata Committee meeting of the owner's corporation be discussed and that an appropriate course of action be determined.

Visitor Parking By-Law. The Strata Manager confirmed with the Strata Committee that the visitor parking by-law was currently being registered. The registration had been delayed due to a service providers poor performance. The Strata Manager confirmed that a new service provider had been appointed and hoped that the by-law would be registered shortly. The Strata Committee discussed the installation of appropriate signage and the preparation of breach notices for the Building Manager to utilise once the by-law had been registered. The Strata Committee noted that the Building Manager will need to be supplied with written guidelines regarding procedures for enforcement of the new by-law. The Strata Manager agreed to assist the committee in developing these guidelines.

Capital Works Fund Plan. The Strata Manager noted that three consultants had been approached for proposals to prepare an updated capital works fund plan. Two proposals had been obtained and were being reviewed by the Strata Manager which would be forwarded to the Strata Committee by the end of February.

Villa Stairs. The Strata Committee noted that a draft letter regarding the internal timber stair treads in the villas had been prepared and was being reviewed.

4. Appoint Contact and Substitute Contact

RESOLVED

That the Strata Committee resolves to appoint Ritchie Jones, Elizabeth Helstroom and Reg Campbell to liaise with the strata manager and be the strata manager's principle contact.

5. Financials

RESOLVED

That a summary of the financial position of the Owners Corporation be tabled and received.

6. Term Deposits

RESOLVED

1. That the Strata Committee review the scheme's term deposits as outlined below.
2. That the Strata Committee discuss a longer-term strategy for managing the term deposits.

The Strata Committee discussed a program to review current term deposits against incoming levy contributions to maximise investments, with the Strata Manager to schedule in review period in the yearly action plan. The Strata Committee expressed a preference for four (4) term deposits spread quarterly and maturing approximately 15 days after the due date for quarterly levies.

Bank	Balance	Rate	Matures	Term
BOQ	\$ 104,000.00	5.05%	11/07/2024	6 months
MBL	\$ 310,852.11	4.55%	17/07/2024	12 Months
MBL	\$ 350,000.00	4.65%	6/05/2024	3 Months
MBL	\$ 100,666.66	2.80%		At Call

7. Building Manager's Report

RESOLVED

That the Building Manager's report be tabled and received.

Rooftop Umbrella Repairs. Warranty repairs to the BBQ rooftop umbrella's structural elements will be completed by Skyspan. A date to be set by Skyspan for the completion of these works.

706/18 Lilydale. The Building Manager and plumbers are investigating a blocked kitchen sink in 706/18 Lilydale which seems to be originating from the stack line.

Lock Box. A lock box has been stolen from the basement. The Building Manager has deactivated all access devices stored in the lock box and provided CCTV footage to Police for further investigations. A replacement lock box will be installed.

Owners & Residents Liability. The Strata Committee requested that the Strata Manager provide guidance on additional by-laws to clarify an Owners responsibility for damage to the common area and/or other lots arising out of a resident's negligent acts or omissions.

8. Annual Action Plan

RESOLVED

1. That the annual action plan, prepared by the Strata Manager, be tabled and received. The Strata Committee suggested that the action plan be amended to include any scheduled major works including the annual window wash and the bi-annual building wash.
2. That the Strata Committee review the key actions for the following 3 months.

Insurance Brokers. The Strata Committee agreed that a review of insurance brokers would take place prior to seeking insurance tenders. The Strata Committee requested that the Strata Manager provide 3 recommendations for insurance brokers (including the incumbent) from the Strata Manager's approved insurance advisor list. The Strata Committee may add an additional insurance broker of their choice to the panel. The Strata Manager was to clarify the costs and contractual obstacles that this may cause.

Utility Contracts. It was noted that the utility contracts are due for renewal on 30 June 2024.

9. Contract Register

RESOLVED

That the Strata Committee review the current contracts in place.

The Strata Committee agreed to seek input from the Building Manager regarding which service contracts should be reviewed and which ones should continue on a month-by-month basis. Mr Campbell noted that the scheme's utility contracts would be the most critical contracts to consider as there would be an increase in the current rates when new terms were obtained.

10. Sustainability

RESOLVED

That the Strata Committee consider the following:

Solar Panel Infrastructure. The Strata Manager to obtain proposals from consultants to provide advice on increasing the solar panels on the roof.

Electric Vehicle Charging. The Strata Committee agreed to complete a review of the current usage of the electric vehicle charging stations, the rates being applied and the current contract terms in place for the stations.

Mr. Campbell raised concerns regarding fire suppression measures in the EV charging area and requested confirmation from the scheme's fire contractor that the measures were appropriate.

The Strata Committee also discussed the increasing frequency of fires from lithium-ion batteries and requested that the Strata Manager, via the Building Manager, supply the Strata Committee with reports outlining the fire risk and what preventative measures can be considered by the Strata Committee to reduce the risk of fire.

Building Recycling. Mr. Jones advised the Strata Committee that he had been liaising with Inner West Council regarding initiatives that could be included as part of the building's recycling, such as e-waste and textile recycling. Further information to be provided to the committee by Mr. Jones at a future meeting.

The Strata Committee requested that residents be informed regarding key Council collection and drop off dates for e-waste, light globes, mattresses etc.

It was noted that the garbage chute was often blocked as residents were disposing of items that blocked the chute and it was agreed that there be better signage around what should not be put in the chute.

11. Defects

RESOLVED

Fire Defects

That an update be provided to the Strata Committee in relation to the post fire defect close out review being carried out by Core Consulting Engineers.

The Strata Manager noted that Core Consulting Engineers were to provide their report by mid-March to the Strata Committee for review.

Building Defects

Resolved that the Strata Committee ratify their decision to engage **RHM Consultants** for **\$6,050 including GST** to carry out the post fire defect close out review.

That an update be provided to the Strata Committee in relation to the post fire defect close out review being carried out by RHM Consultants.

The Strata Manager noted that RHM Consultants were to provide their report by mid-March to the Strata Committee for review.

Outstanding defect

That an update be provided regarding the final defect rectification.

The Strata Manager noted that Mirvac had sourced tiles for the final defect and that in consultation with RHM Consultants that this defect would be addressed.

Six Year Major Defect Statutory Warranty Period. It was noted that the six-year statutory warranty period for major defects, under section 18D of the Home Building Act 1989, would come to a close on 7 July 2025 (Building A & B) and 11 June 2025 (Building C).

The Strata Committee agreed to obtain legal advice on recommended steps to identify and resolve any major defects and requested that the Strata Manager obtain fee proposals for this advice.

12. Code of Conduct

RESOLVED

That the Strata Committee review and adopt the Code of Conduct policy (previously circulated).

13. Communications Protocol

RESOLVED

That the Strata Committee review and adopt the Communications Protocol (previously circulated).

14. Automatic Door Closer - Lilydale Street

RESOLVED

That the Strata Committee review quotations for the installation of an automatic door closer at Lilydale Street lobby entrance.

The Strata Manager noted that the Building Manager had sourced one quotation for the installation of an automatic door closer for the Lilydale Street lobby entrance and that further comparable quotations were being obtained.

15. Landscapers

RESOLVED

That the Strata Committee discuss the works completed by the new landscapers and any urgent issues that need addressing in the gardens.

It was noted that quotations were being obtained from the current landscapers for the following recommendations:

1. That two jacarandas and two paperbarks on Livingstone Street be removed and replaced with a more suitable tree as the current trees will grow too large for the planter.
2. That a blueberry ash tree against the building in the rear walk-through area be removed and replaced as it is on a lean and will eventually fall over as it grows and becomes more top heavy.
3. That several garden beds would benefit with a soil top up and mulching.

The Strata Committee agreed that a quotation be obtained for these works from the current landscaper.

The Strata Committee also requested that the Maddons Landscaping contract be added to the StrataMax portal.

16. Rooftop Lease for Telecommunications Infrastructure - Proposal

RESOLVED

That the Strata Committee review a proposal for a lease for Telecommunications Infrastructure on the roof.

The Strata Committee discussed the 'Expression of Interest' received for the installation of telecommunications infrastructure on the roof. It was agreed to obtain legal advice on the matter and requested that the Strata Manager obtain a fee proposal for advice.

17. Other Business

RESOLVED

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

The Strata Committee requested that the Strata Manager from time to time discuss with the Strata Committee topical matters impacting the Owners Corporation including by-laws, insurance, environmental and lifestyle issues.

No further items were raised.

18. Next Meeting

RESOLVED

Resolved that the strata committee will meet in the Marrickville Library - Learning Room 1.1, on the following dates:

Wednesday 1 May 2024
Wednesday 10 July 2024
Wednesday 16 October 2024 (Budget Meeting)
Wednesday 20 November (AGM)

Meetings will commence at 5:30pm.

There being no further business the meeting closed at 07:43 PM.

**Bright & Duggan Pty Ltd
Managing Agents for Plan No. 99426**





australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of – Plan No. 99426

178-180 LIVINGSTONE ROAD, MARRICKVILLE, NSW, 2204

Meeting Date:	8 August 2024
Address:	Online only
Present:	Ms Elizabeth A Helstroom (Lot 126) Electronic vote Reg Campbell (Lot 165) Electronic vote Ritchie Jones (Lot 169) Electronic vote Ms Helen M Tighe (Lot 174) Electronic vote
In attendance:	Christopher Garner Bright & Duggan

1. Minutes

Motion DEFEATED.

Lost that the minutes of the last Strata Committee meeting held on 10th of July 2024 be adopted as a true and accurate record of the proceedings of that meeting.

Ms Helen M Tighe, Ritchie Jones declared a conflict for this motion.

2. Insurance Renewal

That the Strata Committee resolves, pursuant to Section 160 of the Strata Schemes Management Act 2015 (NSW), to enter into a contract of insurance to insure and keep insured, the building if it is destroyed or damaged by any occurrence specified in the policy. Further, in accordance with the resolution passed at the last Annual General Meeting, the Strata Committee for 99426 LIVINGSTONE RD - 178-180 approve to renew the insurance period 14th of August 2024 to 14th of August 2025 with one (1) of the following alternatives as per the renewal documentation attached to this notice. The first alternative policy terms are those as recommended by the insurance broker.

Please Note: To ensure the Scheme remains insured at all times and following advice from the appointed Broker, unless instructed otherwise prior to close of business 8th of August 2024 we will process renewal with recommended insurer CHU Underwriting Agencies to the premium of \$131,138.11 including GST.

Due to the time restrictions and importance of having the scheme correctly covered by insurance, the insurance policy will be renewed 7 days prior to the expiry date regardless if a Committee resolution has not yet been reached.

Please see the summary table below and refer to the Broker's Advice for a detailed analysis:

Insurer	Building Sum Insured	Property Excess	Total Insurance Costs Payable
CHU Underwriting Agencies Pty Ltd	\$ 112,712,250	\$ 5,000	\$ 131,138.11
Flex Insurance	\$ 112,712,250	\$ 2,000	\$ 151,017.12
Longitude Insurance Pty Ltd	Declined to quote as BSI is above \$50mil which is outside of binder limit		
QUS Pty Ltd	Unable to quote due to total sum insured exceeds their maximum limit of \$ 15,000,000		
Axis Underwriting Services	Declined to quote due to claims history		
Insurance Investment Solutions	Unable to quote as risk falls outside of insurer current capacity		
Strata Unit Underwriters	Approached, however did not provide quote within required timeframe		
Strata Community Insurance			

In line with the Strata Community Association Best Practice Guide on Insurance Disclosure, developed based on Strata insurance renewals: standard practice, Trowbridge, John. (2022) Independent Review of Strata Insurance Practices – Phase 1, we advise the following in relation to the total Insurance Premium payable.

INSURANCE DISCLOSURES AND PREMIUM BREAKDOWN

	Current Insurance Costs	CHU Underwriting Agencies Pty Ltd	Flex Insurance
Building Sum Insured	\$ 107,345,000	\$ 112,712,250	\$ 112,712,250
Base Premium (includes commission if applicable)	\$ 99,431.97	\$ 88,239.94	\$ 101,639.52
ESL or FSL* (Government Levies)	\$ 14,857.67	\$ 11,499.94	\$ 14,680.00
Stamp Duty	\$ 11,314.66	\$ 9,874.23	\$ 11,515.64
Underwriting Agency Fee	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Broker Fee	\$ 7,255.10	\$ 9,500.00	\$ 9,500.00
GST* All Items	\$ 12,154.48	\$ 11,024.00	\$ 12,681.96
Total Insurance Cost (Incl GST)	\$ 146,113.88	\$ 131,138.11	\$ 151,017.12
Commission (Included in Base Premium)	\$ 19,886.39	\$ 0.00	\$ 0.00
Allocation of remuneration			
Strata Manager (ex GST)	\$ 17,400.59	\$ 0.00	\$ 0.00
Broker (ex GST)	\$ 9,740.90	\$ 9,500.00	\$ 9,500.00
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of BCB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about BCB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.		
Best Interest Declaration	In preparing this broker advice, Body Corporate Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd		
Total Insurance Remuneration (ex GST)	\$ 27,141.49	\$ 9,500.00	\$ 9,500.00

*ESL - Emergency Services Levy; FSL - Fire Services Levy; GST - Goods & Services Tax

2.1 Insurance Renewal Insurer Alternative 1

Motion CARRIED.

Resolved that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 99426 LIVINGSTONE RD - 178-180 approve the recommended insurer **CHU Underwriting Agencies with a total premium payable of \$131,138.11 including GST.**

2.2 Insurance Renewal Insurer Alternative 2

Motion DEFEATED.

Lost that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 99426 LIVINGSTONE RD - 178-180 approve the insurer **Flex Insurance with a total premium payable of \$151,017.12 including GST.**

Bright & Duggan Pty Ltd
Managing Agents for Plan No. 99426

bright & duggan



australia's strata leader

Minutes of

Annual General Meeting

To The Owners of – Plan No. 99426

178-180 LIVINGSTONE ROAD, MARRICKVILLE, NSW, 2204



Meeting Date:	20 November 2024
Time:	05:30 PM
Address:	Herb Greedy Hall, 178-180 Livingstone Road, Marrickville, NSW, 2204
Present:	Yulia Popova (Lot 34) Electronic vote Kent Larson (Lot 49) Electronic vote Lachlan McKirdy (Lot 52) Electronic vote Andrew Snare (Lot 83) Electronic vote Marie O'Brien (Lot 96) Owner present Therese Avis (Lot 98) Owner present Alexander Murray (Lot 114) Electronic vote Daniel Corry & Bridget Kovacs (Lot 120) Proxy present Elizabeth Helstroom (Lot 126) Owner present Malcolm & Patricia Brown (Lot 146) Owner present Janet Gilmour (Lot 153) Owner present Reginald Campbell & Vivienne Campbell (Lot 165) Proxy present Toby Duffin (Lot 168) Electronic vote Ritchie Jones & Alexander Gunter (Lot 169) Owner present Maureen Watson & Lisa Russell (Lot 171) Owner present Damian Meagher & Paula Pfoeffler (Lot 172) Owner present Helen Tighe (Lot 174) Owner present Daniela Hartman (Lot 183) Owner present Spencer Kirk (Lot 191) Owner present Andrew Chan & Alana Sun (Lot 192) Proxy present Diana Chan (Lot 205) Owner present Keith Moss (Lot 206) Electronic vote Svetlana Onisczenko (Lot 210) Owner present Pamela Newsome (Lot 217) Owner present

By proxy:

Daniel Corry & Bridget Kovacs (Lot 120) to Linda Mckeone
Reginald Campbell & Vivienne Campbell (Lot 165) to Malcolm Brown
Andrew Chan & Alana Sun (Lot 192) to Lisa Russell

In attendance:

David Tracey (Lot 183)
Christopher Garner Bright & Duggan
Tahlia Keogh Bright & Duggan
Chris Klazidis Pacific Building Management

Chairperson:

Christopher Garner

Apologies:**Quorum:**

At 6:00pm the scheme's elected Chairperson Ritchie Jones declared a quorum in accordance with Clause 17 (4) (b) of the *Strata Schemes Management Act 2015* – Schedule 1.

Motions

1. Minutes

RESOLVED

Resolved that the owners corporation resolves to confirm the minutes of the last general meeting, held on 6th of December 2023, as a true and accurate record of the proceedings of that meeting.

2. Voting Methods

RESOLVED

Resolved that the owners corporation resolves to adopt other voting methods by means of tele-conference, video-conference, email, pre-meeting voting or other means, while participating in a meeting from a remote location.

3. Financial Statements

RESOLVED

Resolved that the owners corporation resolves to adopt the audited statements of key financial information, for the financial year ending on 30th of September 2024, for the administrative fund, the capital works fund and any other fund held by the strata scheme.

4. Financial Audit

RESOLVED

Resolved that the owners corporation resolves to audit the financial statements for the financial year ending on 30th of September 2025.

5. Administrative & Capital Works Funds Estimates

AMENDED & RESOLVED

Amended & Resolved that the owners corporation estimates that, for the financial year period from 1st of October 2024 to 30th of September 2025, it will need to credit to its administrative fund and capital works fund the amounts set out in the budget, and resolves that the following amounts to be levied as a contribution:

Administrative Fund: \$969,600.00 GST Inclusive
Capital Works Fund: \$326,100.00 GST Inclusive

Note. The Strata Manager discussed with the owners the proposals received for its consultants to complete the 6-year statutory warranty inspections and the variance in cost to complete an inspection of 25% of the units versus 100%. It was noted that the proposed budget allowed for an inspection of 25% of the units. It was agreed by the owners to allow for an inspection of 100% of the units which would alter the total contributions raised for the year from a 1.4% increase to a 5% increase.

It was noted that the budget would be amended in the capital works fund as follows:
Levies – Capital Works Fund increased from \$282,220 to \$326,100;
Building Defects Consultancy increased from \$60,000 to \$200,000.

The Strata Manager advised the owners present that the scheme would convene an extraordinary general meeting in the new year to consider the appointment of consultants to complete the 6-year statutory warranty inspections.

6. Levy Contributions

AMENDED & RESOLVED

Amended & Resolved that the owners corporation resolves that the contributions are to be payable in regular periodic instalments, due on and specified as follows, and continue on the same periodic instalments, based on the interim quarterly period and contributions, in accordance with the same budget and estimates approved at this meeting, until the next annual general meeting:

Levy Status	Period From	Period To	Due	Admin Fund	Capital Works Fund
Already Issued	1/10/2024	31/12/2024	1/10/2024	\$240,000.00	\$68,500.00
To be Issued	1/01/2025	31/03/2025	1/01/2025	\$240,000.00	\$68,500.00
To be Issued	1/04/2025	30/06/2025	1/04/2025	\$244,800.00	\$94,550.00
To be Issued	1/07/2025	30/09/2025	1/07/2025	\$244,800.00	\$94,550.00
Total	1/10/2024	30/09/2025		\$969,600.00	\$326,100.00

Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund	Capital Works Fund
To be Issued	1/10/2025	31/12/2025	1/10/2025	\$242,400.00	\$81,525.00
Total	1/10/2025	31/12/2025		\$242,400.00	\$81,525.00

7. Recovery of Contributions

RESOLVED

Resolved that the owners corporation resolves, in accordance with the provisions of the *Strata Schemes Management Act 2015 (NSW)*, including Section 103, for the purpose of recovery of unpaid contributions, to authorise and instruct the managing agent and/or the strata committee to do any one or more of the following:

1. issue arrears notices, reminder notices and/or letters to seek recovery of unpaid contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses, and arrange and monitor payment plans;
2. engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the owners corporation;
3. issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of unpaid contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses;
4. enter and enforce any judgment obtained in the collection of unpaid contributions, including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands, and commencing and maintaining the bankruptcy proceedings or winding up proceedings;
5. filing an appeal or defending an appeal against any judgment concerning the collection of unpaid contributions; and
6. liaise, instruct and prepare all matters with the owners corporation's debt collection agents, lawyers and experts in relation to any contributions recovery proceedings.

8. Payment Plans

RESOLVED

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

9. Capital Works Fund Plan - Review & Implement

RESOLVED

Resolved that the owners corporation resolves to delegate to the strata committee to review the existing 10-year capital works fund plan, prepared by Napier & Blakeley, dated 15th of July 2024, and implement it as part of the approved budget for the financial year ending on 30th of September 2025.

10. Capital Works Fund Plan - Revise or Replace

DEFEATED

Defeated that the owners corporation resolves to revise or replace the 10-year capital works fund plan, for commencement from 1st of October 2025, and:

1. obtain quotations from suitably qualified consultants to prepare a 5-year review or a 10-year replacement of the capital works fund plan;
2. delegate to the strata committee to consider the quotations and engage a consultant;
3. delegate to the strata committee to appoint a liaison to meet with the consultant; and
4. delegate to the strata committee authority to instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule where applicable), to undertake any of the above.

11. Acknowledgements

RESOLVED

Resolved that the owners corporation acknowledges:

1. in accordance with Section 9(d) of Schedule 1, the particulars of each insurance policy of the owners corporation expiring on 14th of August 2025, as detailed in the certificate of currency attached to the notice of this meeting, and the managing agent delegated to renew the insurances taken out by the owners corporation.
2. in accordance with Section 60, the statement for commissions and training services provided to or paid for the agent in connection with the exercise by the agent of functions for the strata scheme:
Commissions
\$ 0.00 in commissions received in the last 12 months; and
\$ 0.00 in commissions is expected to be received in the next 12 months.
Training
\$ 0.00 in training services received in the last 12 months; and
\$ 0.00 in training services is expected to be received in the next 12 months.
3. the annual fire safety statement, dated 12th of December 2023, attached to the notice of this meeting.

12. Insurance - Valuation

RESOLVED

Resolved that the Owners Corporation resolves increase the Building Sum Insured by 5%.

13. Insurance - Other

RESOLVED

Resolved that the owners corporation resolves to consider taking out of insurance of the kind referred to in Section 165(2), if insurance of that kind has not already been taken out, and delegates to the strata committee to determine and take out the insurance.

14. Annual Fire Safety Statement - Next Statement Arrangements

RESOLVED

Resolved that the owners corporation resolves to:

1. engage a suitably competent fire safety practitioner to assess each essential fire safety measure specified in the statement and submit a corrective actions report;
2. delegate to the building manager an/or strata committee to determine and resolve the corrective actions (if any), engage a suitably qualified contractor to complete any works and to prepare and sign the statement;
3. lodge the statement with the local Council and Fire Commissioner;
4. delegate to the strata committee authority to instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule where applicable), to undertake any of the above; and
5. instruct the managing agent, acting in the capacity as agent for the owners corporation, to sign the annual fire safety statement, based on certification provided by a competent fire safety practitioner engaged by the owners corporation.

15. Acknowledgement Motions - Plant Item Registration

Resolved that, as the Owner of plant item(s), the Owners' Corporation resolves to delegate to the Managing Agent the signing of any renewal registration or application form on behalf of the Strata Committee and lodge with SafeWork NSW the Safe to Operate Statement, based on certification provided by one of the below:

- a. Independent Consultant: A suitably qualified and independent consultant to provide a statement as to whether the plant item is adequately maintained;
- b. Maintenance Contractor: The engaged maintenance contractor to provide a statement confirming that the plant item has been inspected by a competent person and adequately maintained.

Note. The owners agreed to proceed with option B.

16. Utility Supply Agreements

RESOLVED

Resolved that the owners corporation resolves to consider any agreements for the supply of electricity, gas or any other utility relevant to the scheme, at the time of the agreement renewal, and delegates to the strata committee authority to:

1. engage a suitably qualified broker or consultant as may be reasonably required;
2. provide any utility bills and specific usage data for the purpose of obtaining competitive pricing;
3. enter into utility supply agreements on behalf of the owners corporation; and
4. instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule where applicable), to undertake any of the above.

Note. It was noted that since the previous electricity contract, which commenced in 2021, electricity prices had increased due to market conditions. This represents around a 40% increase on the previous rates. However, through the collective tender process, discounts of 13-16% on the current default rates were achieved.

Additionally, the renewed gas contract, which commenced in July 2024, represents around an 8% decrease on the previous rates. Through the collective tender process, discounts of 18% on the current default rates were achieved.

17. Strata Hub

RESOLVED

Resolved that the owners corporation resolves to:

1. provide all mandatory information and documents relating to the Office of Fair Trading "Strata Hub";
2. pay \$3.00 per lot annual administration fee to the Office of Fair Trading (or such other amount as determined by the Regulation from time to time); and
3. instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule where applicable), to undertake any of the above

18. Limitation on Spending by Large Strata Scheme

RESOLVED

Resolved that the Owners Corporation, in accordance with Section 102(3), resolves to generally remove the limitation on spending imposed by Section 102(2).

19. Functions of the Strata Committee

RESOLVED

Resolved that the owners corporation resolves that no additional matter or type of matter is to be determined only by the owners corporation in general meeting.

20. Election of the Strata Committee

RESOLVED

That the Owners Corporation resolves to elect the Strata Committee as follows:

1. the Chairperson is to announce the names of candidates nominated in writing and eligible for election to the Strata Committee;
2. the Chairperson is to call for any oral nominations of candidates eligible for election to the Strata Committee; and
3. the Owners Corporation is to determine the number of Strata Committee members at **5** and elect the members.

Name	Details	Nominated By	Outcome
Christine Lozano	Lot 84	Malcolm Brown (lot 146)	Elected Unopposed
Marie O'Brien	Lot 96	Self-nominated (Oral)	Elected Unopposed
Ritchie Jones	Lot 169	Self-nominated (Oral)	Elected Unopposed
Lisa Russell	Lot 171	Self-nominated (Oral)	Elected Unopposed
Helen Tighe	Lot 174	Self-nominated (Oral)	Elected Unopposed

There being no further business the meeting closed at 06:50 PM.

Bright & Duggan Pty Ltd
Managing Agents for Plan No. 99426

bright & duggan



australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of – Plan No. 99426

178-180 LIVINGSTONE ROAD, MARRICKVILLE, NSW, 2204



Meeting Date:	30 May 2023
Time:	5:35 PM
Address:	Learning Room 1.1 Marrickville Library, 313 Marrickville Road, MARRICKVILLE, NSW, 2204
Present:	E. Mak (Lot 78) S. Carter (Lot 87) M. Brown (Lot 146) R. Campbell (Lot 165) T. Duffin (Lot 168)
Owner Observer:	T. Dang (Lot 8) A. Lau (Lot 31) T. Avis (Lot 98) A. Tout (Lot 178) D. Hartman (Lot 183)
In attendance:	Jenny Goodwin, Bright & Duggan C. Klazidis, Pacific BMG
Chairperson:	Jenny Goodwin
Apologies:	J. Pucci (Lot 101) J. Gilmour (Lot 153)
Quorum:	Yes, 50% or more of strata committee members in attendance

1. Election of the Chairperson

Resolved that the strata committee, in accordance with Strata Schemes Management Act 2016 (NSW) elects Jenny Goodwin as chairperson to preside at this meeting.

2. Minutes

Resolved that the minutes of the last strata committee meeting held on 1 February 2023 be adopted as a true and accurate record of the proceedings of that meeting.

3. Matters arising & Building Manager's report

Resolved that the following matters arising from the minutes of the last strata committee meeting of the owners corporation held on 1 February 2023 be discussed and that an appropriate course of action be determined:

a) cars queuing across the driveway

Building Manager confirmed significant improvement of late, Strata Committee resolved to put the matter on hold and monitor it on a continual basis.

b) rectification of items within the Deed of Settlement

Building Manager confirmed one item remaining to close out by Mirvac; the replacement of the common area light fixtures with brighter light bulbs.

Strata Manager advised that Mirvac is to confirm the status of the remaining fire defect items.

c) cleaning contract & scope of works review

Strata Manager is to contact the original cleaning tenderers for updated fee proposals in preparation and inclusion in the Annual General Meeting agenda and budget.

d) landscaping plan and garden management

The Strata Committee resolved to undertake/commission a soft landscaping plan by a Horticulturist. The Building Manager will circulate a sample of a landscaping plan to the Strata Committee for review. If the landscaping plan is not sufficient and suitable for Marrick & Co, Building Manager is authorised to engage the incumbent gardeners; The Gardenmakers to prepare a soft landscaping plan.

i) receipt and knowledge of incoming correspondence from Lot 96

Strata Committee confirmed receipt.

e) replace grass in the common area

Strata Committee agreed to include this area as part of the soft landscaping plan for consideration.

f) visitor parking usage

Strata Committee resolved and instruct the Building Manager to monitor and continue with breach notices.

g) install of lock to bollard & easement

Strata committee approve and instruct the Building Manager to install a combination lock to the bollard located at the bottom of Hospital Lane.

h) communications & procurement policy

Strata Committee approved the policy.

4. Building Management Report

Resolved that the building manager's report be tabled and received.

5. Financial statement

Resolved that the statement of financial position and performance for the period ending 17 May 2023 be received.

6. Common Property Matters & General Business

Resolved that the Strata Committee discuss the conditions and use of the common property and determines action be taken.

1) Explore options and quotes for a hard landing to the building's front side entrance.

item to be included in the soft landscaping plan.

2) Obtain quotes for the removal of 2x Jacaranda trees located on the frontage of Livingstone Road

item to be included in the soft landscaping plan.

3) Undertake stocktake of plants inside terrace garden platter boxes and units with wrap-around platter boxes.

item to be included in the soft landscaping plan.

4) Explore options to install storage cages/lockboxes for parcels.

Building Manager is instructed to ascertain quotes for custom-made storage units for inclusion in the Annual General Meeting agenda and budget.

5) Explore options and quotes to install an automatic mechanism to the Lilydale entry door.

Building Manager is to ascertain revised quotes closer the Annual General Meeting for agenda and budget inclusion.

6) Insurance renewal

Insurance Brokers are waiting for alternate insurers to provide renewal terms before Broker's Recommendation report can be provided for the Strata Committee's consideration.

7) Strata Committee Meeting minutes issue to all owners

Strata Committee confirmed that all meeting minutes are to be issued to all owners.

8) Bird spikes

Due to the external metal louvres installed in front of all unit windows above Unit 109/180 Livingstone Rd. Owners have reported excessive and continuous bird droppings onto the courtyard, resulting in the area being unhygienic and unusable.

Building Manager tabled a quotation from PR Industries to install bird spikes with rope access in the sum of \$3,850 Incl. of GST and approved by the Strata Committee.

7. Building Manager Agreement

Resolved the Strata Committee form a sub-committee; Reg Campbell, Malcolm Brown & Eugene Mak; to manage the Building Management agreement tendering process in preparation for inclusion in the Annual General Meeting for the Owners Corporation's consideration.

Strata Committee instruct the Sub-committee to review and determine the final scope of works before the Strata Manager can invite Building Management companies to tender.

8. Strata Manager Agreement

Resolved that the Strata Committee form a sub-committee: Reg Campbell, Malcolm Brown & Eugene Mak; to manage the Strata Manager Agreement tendering process in preparation for inclusion in the Annual General Meeting for the Owners Corporation's consideration.

Strata Committee instruct the Sub-committee to review and determine the final scope of works before the Strata Committee can invite Strata Management companies to tender.

9. Next Meeting

Resolved that the strata committee determines the date of the next meeting on 2 August 2023.

There being no further business the meeting closed at 07:05 PM.

Bright & Duggan Pty Ltd

Managing Agents for Plan No. 99426

Minutes of

Strata Committee Meeting

To The Owners of – Plan No 99426

178-180 LIVINGSTONE ROAD, MARRICKVILLE, NSW, 2204



Meeting Date:	1 February 2023
Time:	05:30 PM
Address:	Marrickville Library, 313 Marrickville Road, Marrickville, NSW, 2204
Present:	S. Carter (Lot 87) J. Pucci (Lot 101) M. Brown (Lot 146) J. Gilmour (Lot 153) R. Campbell (Lot 165) T. Duffin (Lot 168)
In attendance:	J. Goodwin of Bright & Duggan M. Skene of Bright & Duggan C. Klazidis of Pacific Building Management D. Hartman (Lot 183)
Chairperson:	J. Goodwin
Apologies:	E. Mak (Lot 78)
Quorum:	Quorum was achieved

1. Minutes

Resolved that the minutes of the last strata committee meeting held on 23 November 2022 be adopted as a true and accurate record of the proceedings of that meeting.

2. Matters Arising

The committee discussed the resignation of Chloe Tombleson from Bright & Duggan in late December 2022 and welcomed the appointment of Jenny Goodwin as the new senior strata manager responsible for

managing SP99426. The committee resolved to review the performance of Bright & Duggan in three (3) months' time to determine whether clause 2.3 (b) of the Strata Management Agency Agreement would be triggered.

Resolved that the following matters arising from the minutes of the last strata committee meeting of the owners corporation held on 7 September 2022 be discussed and that an appropriate course of action be determined:

a. Action item 1 - Cars queuing across the driveway

The committee discussed the options of a) the potential solution available to apply line marking, b) approach Marrickville Library for shared costs of line marking and/or other associates costs to achieve safety outcome/s and c) Strata Committee to instruct the Strata Manager to prepare a supplementary letter to Marrickville Council and request that they reconsider their position to the Owners Corporation's initial request.

It was also suggested that obtaining a traffic management plan may be explored as an option.

b. Action item 2 - Rectification of items within Deed of Settlement

Building manager tabled an update that:

- RHH items: 6 items pending to close out by Mirvac.
- Louvres; rectification scheduled for end of February 2023.
- CORE: Strata Manager is to check Mirvac on the status of rectification.

c. Action item 3 - Landscaping plan and garden management

Strata Committee discussed and resolved to explore new gardening tenders. Before proposed scope of works are determined in preparation for tendering. Building manager is to circulate a sample of landscaping plan to the strata committee for consideration to assist with preparing a suitable scope of works.

Other items discussed:

Building Manager reported the terrace gardens and some concrete render have sustained damage during defects rectification by Mirvac and will be repaired by Mirvac upon completion of defects.

BBQ garden area has been neglected; Building Manager is to speak with gardener for rectification/maintenance of the area.

d. Action item 4 - Replacement of grass in common area

Building Manager reported that patch repairs have been undertaken and section of the area has been fenced off. Long-term solution to be discussed and considered at the next AGM. Potential solutions are to be explored by the Building Manager.

Building Manager is to ascertain quotes in the interim to repair / maintain the entry path to the grass area; that is currently damaged due to high foot traffic and send to Strata Committee's review and consideration.

e. Action item 5 - Installation of automatic swing door operator at 18 Lilydale Street

Item completed and closed.

f. Action item 6 - Smoking on balconies

Item completed and closed.

g. Action item 7 - Proposed budget for 1 October 2022 to 30 September 2023

Matter tabled at the last AGM.

h. Action item 8 - Communication protocol for existing and new committee members

Further proposed amendments will be proposed by Strata Committee to be tabled at the next Strata Committee meeting.

Once protocols are finalised and approved by the Strata Committee. These will be tabled as running motion on all future Strata Committee Meeting agendas.

i. Action item 9 - Visitor car park usage

Strata Manager is to circulate a by-law sample for Strata Committee for review and consideration. The Building Manager will prepare a notice to be placed on offending vehicles warning of future potential action if misuse of the visitor car parking spaces continues.

j. Action item 10 - Cleaning contract

The Strata Committee expressed concern regarding the current performance of the Cleaners. The Building Manager also noted a deterioration in their work. Building Manager is to contact cleaning companies for updated quotes and circulate to the Strata Committee for review and consideration.

3. Building Management Report

Resolved that building manager's report be tabled and received.

Letter to residents; Building Manager is to arrange and issue reminder notices to identified units with regards to flushing foreign items / objects down the toilet are prohibited.

4. Financial Statement

Resolved that the statement of financial position and performance for the period ending 17 January 2023 be received.

Treasurer addressed the meeting and put forward suggestions with regards to future financial reporting methods to provide transparency and allow Owners to easily track and understand Owners Corporation's financial position.

Strata Committee discussed and agreed that fee proposals be obtained for detailed Capital Works Fund report to be prepared specifically tailored for the Strata Scheme for the Owner Corporation to consider and approve at the next General Meeting.

5. Common Property Assessment

Resolved that the strata committee discusses conditions and use of the common property and determines action be taken.

Move in/out procedures

Concerns were tabled with regards to impeding access to common property during move ins /outs. Strata Committee resolved that signage be placed on common property reminding residents to contact Building Manager prior to move in/out. This is also to ensure lift covers are arranged by the Building Manager.

The Building Manager will obtain quotes for painting and signage to be placed adjacent to the Lilydale lifts on B1 and B2 to remind residents not to leave vehicles unattended or blocking nearby parking spaces.

In addition to the above, Building Manager will utilise Blogix to broadcast the above reminder to all owners/ agents/ tenants.

Install of lock to bollard & easement:

Strata committee instruct the Strata Manager to review and identify the beneficial lots to the easement of Hospital Lane. Once benefited lots are identified, communications be sent from the Strata Manager to advise a locking mechanism will be installed by the Building Manager and access will be made available to those have rights to subject easement.

6. Communications & Procurement Policy

Resolved that the strata committee to further review the draft procedural documentation. Once protocols are finalised and approved by the Strata Committee. These will be tabled as running motion on all future Strata Committee Meeting agendas.

7. Meeting Schedule for 2023

Resolved that the strata committee confirm the meeting schedule for the year 2023 as follows,

Wednesday 1 February 2023- Strata committee meeting

Wednesday 31 May 2023- Strata committee meeting- to discuss insurance renewal due on 14 June 2022.

Wednesday 9 August 2023- Strata committee meeting

Wednesday 4 October 2023- Strata committee meeting- to finalise draft budget in preparation for annual general meeting.

Wednesday 22 November 2023- annual general meeting

There being no further business the meeting closed at 7:44PM

Bright & Duggan Pty Ltd

Managing Agents for Plan No 99426

bright & duggan



australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of – Plan No. 99426

178-180 LIVINGSTONE ROAD, MARRICKVILLE, NSW, 2204



Meeting Date:	6 December 2023
Time:	Immediately following the AGM
Address:	Herb Greedy Hall, 178-180 Livingstone Road, MARRICKVILLE, NSW, 2204
Present:	Elizabeth Helstroom (Lot 126) Committee member present Malcolm Brown (Lot 146) Committee member present Reginald Campbell (Lot 165) Committee member present Ritchie Jones (Lot 169) Committee member present
In attendance:	Christopher Garner & Dane Maclachlan Bright & Duggan Chris Klazidis Pacific Building Manager Group
Chairperson:	Dane Maclachlan
Apologies:	Nil
Quorum:	Yes, 50% or more of strata committee members in attendance

1. Minutes

RESOLVED AS AMENDED

That the amended minutes of the last Strata Committee meeting held on 30th of October 2023 be adopted as a true and accurate record of the proceedings of that meeting.

It was noted that in "Matter Arising" that the first reference of paragraph a) (ii) be removed.

2. Election of Office Bearers

RESOLVED

That the strata committee, in accordance with regulation 11, resolves to elect a chairperson, secretary and treasurer of the committee.

Chairperson: Ritchie Jones
Secretary: Elizabeth Helstroom
Treasurer: Reginald Campbell

3. Term of Appointment

RESOLVED AS AMENDED

That the Strata Committee, in accordance with Section 50(6)(a), acknowledges the term of the Strata Management Agency Agreement with Bright & Duggan Pty Ltd ends on 18 December 2026 and that the Strata Committee, in accordance with Section 50(4), resolves to extend the appointment of Bright & Duggan for up to 3 months from this date.

4. Voting Methods

RESOLVED

That the Strata Committee, in accordance with Regulation 14, resolves to adopt other voting methods by means of (teleconference, video-conference, email, pre-meeting voting, other means) while participating in a meeting from a remote location.

5. Other Business

RESOLVED

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

Term Deposits. It was noted that the Strata Manager would circulate a summary of the building's term deposits noting that one is coming to maturity and that the Committee would review options regarding reinvestment.

Building Defects & Close Out Inspections. The Strata Committee resolved to engage **Core Consulting Engineers** for an estimated fee of between **\$8,000-\$10,000 including GST** to carry out the post fire defect close out review.

It was noted that the Strata Committee will consider the engagement of RHM Consultants to carry out the post general building defect close out review in the new year.

Strata Manager and Building Manager Meetings. Mr. Maclachlan noted that the Strata Manager and the Building Manager would meet on a monthly basis to discuss day-to-day building matters.

Villa Stairs - Nosings. The Strata Committee discussed the lack of stair nosings on the villa internal stairs identified in the CORE Consulting Engineers report and noted that:

- This was not an Owners Corporation item to maintain and repair; and
- This was not a listed defect and that it therefore complied with the relevant standards.

6. Next Meeting

RESOLVED

That the strata committee will meet on the following dates:

Tuesday 20 February 2024

Tuesday 14 May 2024

Tuesday 20 August 2024

Tuesday 22 October 2024 (Budget meeting)

Tuesday 3 December 2024 (AGM)

Meetings will commence at 5:30pm.

There being no further business the meeting closed at 7:25PM.

Bright & Duggan Pty Ltd

Managing Agents for Plan No. 99426



bright & duggan



australia's strata leader

Minutes of

Annual General Meeting

To The Owners of – Plan No. 99426

178-180 LIVINGSTONE ROAD, MARRICKVILLE, NSW, 2204



Meeting Date:	6 December 2023
Time:	05:30 PM
Address:	Herb Greedy Hall, 178-180 Livingstone Road, MARRICKVILLE, NSW, 2204
Present:	Daniela Hartman (Lot 34) Proxy present Chris Garner (Lot 49) Proxy present Eugene Mak (Lot 78) Owner present Gail Walsh (Lot 80) Owner present Therese Avis (Lot 98) Owner present Amelia Kwok (Lot 124) Owner present Elizabeth Helstroom (Lot 126) Owner present Malcolm & Patricia Brown (Lot 146) Owner present Janet Gilmour (Lot 153) Owner present Yijun Zhang (Lot 163) Owner present Reginald Campbell & Vivienne Campbell (Lot 165) Owner present Rajesh Menon Kannan (Lot 167) Owner present Ritchie Jones & Alexander Gunter (Lot 169) Owner present Leanne Kelly (Lot 170) Owner present Maureen Watson & Lisa Russell (Lot 171) Owner present Damian Meagher & Paula Pfoeffler (Lot 172) Owner present Janet Gilmour (Lot 174) Proxy present Daniela Hartman (Lot 183) Owner present Maureen Watson (Lot 192) Proxy present Diana Chan (Lot 205) Owner present Pamela Newsome (Lot 217) Owner present Reg Campbell (Lot 222) Proxy present Reg Campbell (Lot 223) Proxy present

By proxy:	Andrey Fedoseev & Yulia Popova (Lot 34) to Daniela Hartman Kent Larson (Lot 49) to Chris Garner Helen Tighe (Lot 174) to Janet Gilmour Andrew Chan & Alana Sun (Lot 192) to Maureen Watson Srjan Marjanovic (Lot 222) to Reginald Campbell Srjan Marjanovic (Lot 223) to Reginald Campbell
In attendance:	Christopher Garner & Dane Maclachlan Bright & Duggan Chris Klazidis Pacific Building Manager Group Jeffrey Lee (Lot 205)
Chairperson (acting):	Dane Maclachlan
Apologies:	Nil
Quorum:	Yes, 25% or more of lot owners in attendance

The acting chairperson, Dane Maclachlan, welcomed the owners present and discussed items on the agenda prior to declaring a quorum and commencing the meeting at 6:00pm.

Motions

1. Minutes

RESOLVED

That the owners corporation resolves to confirm the minutes of the last general meeting, held on 23rd of November 2022, as a true and accurate record of the proceedings of that meeting.

2. Financial Statements

RESOLVED

That the owners corporation resolves to adopt the Audited statements of key financial information, for the financial year ending on 30th of September 2023, for the administrative fund, the capital works fund and any other fund held by the strata scheme.

3. Financial Audit

RESOLVED

That the owners corporation resolves to audit the financial statements for the financial year ending on 30th of September 2024.

4. Administrative & Capital Works Funds Estimates

RESOLVED

That the owners corporation estimates that, for the financial year period from 1st of October 2023 to 30th of September 2024, it will need to credit to its administrative fund and capital works fund the amounts set out in the budget, and resolves that the following amounts to be levied as a contribution:

Administrative Fund: \$960,000.00 GST Inclusive
Capital Works Fund: \$274,000.00 GST Inclusive

5. Levy Contributions

RESOLVED

That the owners corporation resolves that the contributions are to be payable in regular periodic instalments, due on and specified as follows, and continue on the same periodic instalments, based on the interim quarterly period and contributions, in accordance with the same budget and estimates approved at this meeting, until the next annual general meeting:

Levy Status	Period From	Period To	Due	Admin Fund	Capital Works Fund
Already Issued	1/10/2023	31/12/2023	1/10/2023	\$205,000.00	\$61,250.52
Already Issued	1/01/2024	31/03/2024	1/01/2024	\$205,000.00	\$61,250.52
To be Issued	1/04/2024	30/06/2024	1/04/2024	\$275,000.00	\$75,749.48
To be Issued	1/07/2024	30/09/2024	1/07/2024	\$275,000.00	\$75,749.48
Total	1/10/2023	30/09/2024		\$960,000.00	\$274,000.00

Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund	Capital Works Fund
To be Issued	1/10/2024	31/12/2024	1/10/2024	\$240,000.00	\$68,500.00
Total	1/10/2024	31/12/2024		\$240,000.00	\$68,500.00

6. Recovery of Contributions

RESOLVED

That the owners corporation resolves, in accordance with the provisions of the *Strata Schemes Management Act 2015 (NSW)*, including Section 103, for the purpose of recovery of unpaid contributions, to authorise and instruct the managing agent and/or the strata committee to do any one or more of the following:

1. issue arrears notices, reminder notices and/or letters to seek recovery of unpaid contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses, and arrange and monitor payment plans;
2. engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the owners corporation;
3. issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of unpaid contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses;
4. enter and enforce any judgment obtained in the collection of unpaid contributions, including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands, and commencing and maintaining the bankruptcy proceedings or winding up proceedings;
5. filing an appeal or defending an appeal against any judgment concerning the collection of unpaid contributions; and
6. liaise, instruct and prepare all matters with the owners corporation's debt collection agents, lawyers and experts in relation to any contributions recovery proceedings.

7. Payment Plans

RESOLVED

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

8. Capital Works Fund Plan - Review & Implement

RESOLVED

That the owners corporation resolves to delegate to the strata committee to review the existing 10-year capital works fund plan, prepared by Napier & Blakeley, dated 20th of November 2020, and implement it as part of the approved budget for the financial year ending on 30th of September 2024.

9. Capital Works Fund Plan - Revise or Replace

RESOLVED

That the owners corporation resolves to revise or replace the 10-year capital works fund plan, for commencement from 1st of October 2024, and:

1. obtain quotations from suitably qualified consultants to prepare a 5-year review or a 10-year replacement of the capital works fund plan;
2. delegate to the strata committee to consider the quotations and engage a consultant;
3. delegate to the strata committee to appoint a liaison to meet with the consultant; and
4. delegate to the strata committee authority to instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule where applicable), to undertake any of the above.

10. Acknowledgements

RESOLVED

That the owners corporation acknowledges:

1. in accordance with Section 9(d) of Schedule 1, the particulars of each insurance policy of the owners corporation expiring on 14th of August 2024, as detailed in the certificate of currency attached to the notice of this meeting, and the managing agent delegated to renew the insurances taken out by the owners corporation.
2. in accordance with Section 60, the statement for commissions and training services provided to or paid for the agent in connection with the exercise by the agent of functions for the strata scheme:
Commissions
\$ 22,219.48 in commissions received in the last 12 months; and
\$ 22,968.78 in commissions is expected to be received in the next 12 months.
3. the annual fire safety statement, dated 12 December 2022 attached to the notice of this meeting.

Mr. Maclachlan advised the owners that commission payments were received from Collective Insurance Brokers.

11. Insurance - Valuation

DEFEATED

That the owners corporation resolves to carry out a building valuation for insurance purposes, noting the previous valuation from AG Thomas Valuers was prepared on 21st of December 2022, and delegates to the managing agent authority to adjust the sum insured in accordance with a new valuation.

12. Insurance - Other

DEFEATED

That the owners corporation resolves to consider taking out of insurance of the kind referred to in Section 165(2), if insurance of that kind has not already been taken out, and delegates to the strata committee to determine and take out the insurance.

13. Annual Fire Safety Statement - Next Statement Arrangements

RESOLVED

That the Owners Corporation resolves to:

1. Engage a suitably competent fire safety practitioner to assess each essential fire safety measure specified in the statement and submit a corrective actions report;
2. Delegate to the building manager an/or strata committee to determine and resolve the corrective actions (if any), engage a suitably qualified contractor to complete any works and to prepare and sign the statement;
3. Lodge the statement with the local Council and Fire Commissioner;
4. Delegate to the strata committee authority to instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule where applicable), to undertake any of the above; and
5. Instruct the managing agent, acting in the capacity as agent for the Owners Corporation, to sign the annual fire safety statement, based on certification provided by a competent fire safety practitioner engaged by the owners corporation.

14. Acknowledgement Motions - Plant Item Registration

RESOLVED

That, as the Owner of plant item(s), the Owners Corporation resolves to delegate to the Managing Agent the signing of any renewal registration or application form on behalf of the Owners Corporation and lodge with SafeWork NSW the Safe to Operate Statement, based on certification provided by the engaged maintenance contractor to provide a statement confirming that the plant item has been inspected by a competent person and adequately maintained.

The owners agreed to obtain certification of the plant items by completing option b.

15. Utility Supply Agreements

RESOLVED

That the owners corporation resolves to consider any agreements for the supply of electricity, gas or any other utility relevant to the scheme, at the time of the agreement renewal, and delegates to the strata committee authority to:

1. engage a suitably qualified broker or consultant as may be reasonably required;
2. provide any utility bills and specific usage data for the purpose of obtaining competitive pricing;
3. enter into utility supply agreements on behalf of the owners corporation; and
4. instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule where applicable), to undertake any of the above.

16. Strata Hub

RESOLVED

That the owners corporation resolves to:

1. provide all mandatory information and documents relating to the Office of Fair Trading "Strata Hub";
2. pay \$3.00 per lot annual administration fee to the Office of Fair Trading (or such other amount as determined by the Regulation from time to time); and
3. instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule where applicable), to undertake any of the above.

17. Functions of the Strata Committee

RESOLVED

That the owners corporation resolves that no additional matter or type of matter is to be determined only by the owners corporation in general meeting.

18. Limitation on Spending by a Large Strata Scheme

RESOLVED

That the owners corporation resolves to generally remove the limitation on spending imposed by Section 102(2).

19. Election of the Strata Committee

RESOLVED

That the owners corporation resolves to elect the strata committee as follows:

1. That the names of the nominees for the Strata Committee received nominated in writing and eligible for election to the strata committee are:

(i) Stephen Carter	(Lot 87)
(ii) Elizabeth Helstroom	(Lot 126)
(iii) Ritchie Jones	(Lot 169)
(iv) Helen Tighe	(Lot 174)

2. Nominations of candidates eligible for election to the strata committee were received as follows:

(i)	Eugene Mak	(Lot 78)
(ii)	Stephen Carter	(Lot 87) – Written Nomination
(iii)	Elizabeth Helstroom	(Lot 126)
(iv)	Malcolm Brown	(Lot 146)
(v)	Reg Campbell	(Lot 165)
(vi)	Ritchie Jones	(Lot 169)
(vii)	Helen Tighe	(Lot 174) – Written Nomination

3. RESOLVED that the number of members of the Strata Committee be set at 7 and that the members of the Strata Committee elected are:

(i)	Eugene Mak	(Lot 78)
(ii)	Stephen Carter	(Lot 87)
(iii)	Elizabeth Helstroom	(Lot 126)
(iv)	Malcolm Brown	(Lot 146)
(v)	Reg Campbell	(Lot 165)
(vi)	Ritchie Jones	(Lot 169)
(vii)	Helen Tighe	(Lot 174)

20. Building Defects & Close Out Inspections

RESOLVED

That the Owners Corporation delegate the authority to the strata committee to select and approve the engagement of appropriate experts to undertake building defects close-out inspections in relation to Fire Defects and General Building in accordance with Clauses 7 & 8 under the Deed of Settlement between The Owners Strata Plan 99426, Mirvac Constructions Pty Ltd (ACN 003 353 713) (Builder) and Mirvac Projects Pty Ltd (ACN 001 069 245) (Developer), dated 6 July 2021.

21. Renewal of the Strata Management Agency Agreement

RESOLVED

That the owners corporation resolves to:

1. Renew the strata management agency agreement with Bright & Duggan Pty Ltd as its managing agent, for a period of 36 months, commencing on 18th of December 2023, and delegate functions to it on the terms and conditions as set out in the agreement attached to the notice of this meeting; and
2. Authorise the Strata Committee to negotiate the terms and conditions of the agreement on behalf of the Owners Corporation.
3. Authorise 2 owners or members of the Strata Committee to execute and affix the common seal to the agreement.

22. Cleaning Service Contract

RESOLVED

1. That the owners corporation resolves to appoint **Cleaning & Caretaking Corporation Pty Ltd** (incumbent service provider) Annual fee of \$110,500 Excl. of GST / \$2,125 Excl. of GST per week.
2. That the Owners Corporation authorise the Strata Manager or two Strata Committee Members to execute the cleaning services contract on behalf of the owners corporation.

Reviewed annually

23. Ground Maintenance Contract

RESOLVED

1. That the owners corporation resolves to appoint **Madden Landscape Maintenance Pty Ltd**: Annual fee of \$22,567.80 Excl. of GST / \$1,880.65 Excl. of GST.
2. That the Owners Corporation authorise the Strata Manager or two Strata Committee Members to execute the grounds maintenance contract on behalf of the owners corporation.

24. Building Management

RESOLVED

1. That the owners corporation resolves to appoint **Pacific Building Management** (incumbent service provider); Annual fee of \$143,900 Excl. of GST.
2. That the Owners Corporation authorise the Strata Manager or two Strata Committee Members to execute the building management contract on behalf of the owners corporation.

25. Voting Methods

RESOLVED

That the Owners Corporation, in accordance with Regulation 14, resolves to adopt other voting methods by means of (teleconference, video-conference, email, pre-meeting voting, other means) while participating in a meeting from a remote location.

26. Altering Common Property- Mechanical Door closer

RESOLVED

Specially Resolved that the Owners - Strata Plan 99426, pursuant to Section 108 of the Strata Schemes Management Act 2015 (NSW), to alter the common property for the purpose of improving or enhancing the common property by installing a mechanical door closer on the main entry door to 18 Lilydale Street and determines that all future repair and maintenance remains the responsibility of the Owners Corporation.

27. Altering Common Property- Landscaping upgrade

RESOLVED

Specially Resolved that the Owners - Strata Plan 99426, pursuant to Section 108 of the Strata Schemes Management Act 2015 (NSW), to alter the common property for the purpose of improving or enhancing the common property by undertaking an upgrade of the landscape area by paving part of the high traffic grassed areas.

28. Change of By-laws- Visitors Parking

RESOLVED

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

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

There being no further business the meeting closed at 06:57 PM.

Bright & Duggan Pty Ltd

Managing Agents for Plan No. 99426



Minutes of Strata Committee Meeting

Strata Plan	99426
Name	LIVINGSTONE RD - 178-180
Address	178-180 Livingstone Road MARRICKVILLE NSW 2204
Meeting Date	27 April 2022
Time	5:30 PM
Venue	313 Marrickville Rd, Marrickville NSW 2204
Address	Marrickville Library – Francis Charteris Room - Learning Room 1.1
Present in person	R. Campbell (Lot 165) M. Brock (Lot 204) G. Fleeton (Lot 222)
Present via Zoom	Y. Popova (Lot 34) E. Mak (Lot 78) E. Leydon (Lot 85) J. Pucci (Lot 101) J. Gilmour (Lot 153) Y. Popova (Lot 34)
In attendance	C. Tombleson of Bright & Duggan C. Klazidis of Pacific Building Management M. Brown (Lot 146)
Chairperson	C. Tombleson
Quorum achieved	Yes, 50% or more of eligible committee members present

Motions

Minutes

1. **Resolved** that the minutes of the last strata committee meeting held on 16 February 2022 be adopted as a true and accurate record of the proceedings of that meeting.

Matters Arising

2. **Resolved** that the following matters arising from the minutes of the last strata committee meeting of the owners corporation held on 16 February 2022 be discussed and that an appropriate course of action be determined:

a. Action item 1 - Traffic conditions entering the building car park

The building manager tabled the proposal from Inner West Council's traffic engineer which included the following recommendation to address the car park entry safety:

- i. Install a "STOP" sign and paint a TF holding line on the driveway ramp immediately prior to the footpath on Livingstone Road.
- ii. Install "LOOK" stencil on Livingstone Road footpath on both approach sides of the driveway ramp.

The building manager was instructed to obtain a quote for the recommended works, with the intent of tabling the proposal for a 50% split with the Marrickville Library owners. **(Action item 1- building manager)**

The strata committee discussed the ongoing concern with cars queuing across the driveway, noting council rejected the owners corporations request to have a 'no stopping' zone painting on the road. The strata manager was instructed to write a letter to council on behalf of the owners corporation requesting the lining painting be reconsidered by council, adding that the owners corporation are willing to cover the cost of the painting and upgrade. **(Action item 2- strata manager)**

b. Action item 2 - Mobile phone signal in basement car park

The building manager advised the meeting that there are currently limited areas showing 'SOS ONLY'. This was confirmed through a basement car park walk through. It was generally agreed that installation of SOS ONLY location signs would vary depending on the teleco provider and are likely not effective.

The strata committee agreed that two (2) quotations be obtained for mobile phone signal boosters in the basement car park, with the proposal to be added to the agenda of the annual general meeting for discussion of the owners corporation. **(Action item 3- building manager)**

c. Action item 3 - CCTV cameras and additional security measures

The meeting generally discussed the proposal to upgrade CCTV camera's in the basement car park, noting there are currently cameras installed on all entry and exit points to the basement car park. The meeting generally agreed that CCTV cameras will be dealt with on a case by case basis. No further action required.

d. Action item 4 - Rectification of items within Deed of Settlement

The strata manager provided the meeting with an overview of the work completed by Mirvac to address the issues agreed under the Deed of Settlement. It was noted that 95% of works have been completed by Mirvac.

Core Project Consulting (fire consultant) was onsite on Friday 21 April 2022 completing closeout inspections for the rectified fire safety issues. It was noted that RHM Consultants (general defect consultant) are lining up a time to attend site and undertake close out inspection of the general items. The strata manager

advised the meeting that the intent is to close out as many defects as possible, prior to the insurance renewal on 14 June 2022. (**Action item 4- strata manager**)

e. Action item 5 - Landscaping plan and garden management

Matter pending. The building manager advised the meeting that due to the recent weather conditions the abseilers have been placed on hold. Further update to be provided at the next strata committee meeting. (**Action item 5- building manager**)

f. Action item 6 - Common property paint touch-ups

The building manager advised the meeting that the paint touch-ups throughout the common areas are due to commence in May. The strata committee noted that the cleaners are also required to be undertaking a wall clean as part of their scope of works. The building manager was instructed to follow up the cleaners to ensure all walls are cleaned prior to the paint touch-ups occurring. (**Action item 6- building manager**)

g. Action item 7 - Address signage

It was noted that the signage has been ordered and will be installed in May. No further action required.

h. Action item 8 - Installation of automatic swing door operator at 18 Lilydale Street

It was noted that the building manager is actioning the following:

1. City Projects quotation to be itemized and resubmitted to the committee.
2. A secondary itemised quotation be obtained for review by the committee.

It was agreed that M. Brock and Y. Popova be appointed as the subcommittee to review the quotations once received, and provide a recommendation to the strata committee outlining the preferred contractor to undertake the works. The strata manager advised the meeting that the quotation will require approval at a general meeting prior to proceeding. (**Action item 7- building manager/subcommittee**)

i. Action item 9 - Electric vehicle charging and cost recovery from Chargefox

The strata manager advised the meeting that the account with ChargeFox has been finalised and a quarterly refund from Chargefox for the electricity consumption for the EV Charging Stations will be received. It was further noted that the letter advising of the changes has been issued to all owners and agents for their information. No further action required.

Building Management Report

3. **Resolved** that the building managers report be tabled and received:

a. Failure of water pump

The building manager provided the meeting with an overview of the hot water pump which failed on 9 April 2022. The building manager advised that moving forward spare parts will be kept onsite to ensure the system is put back into operation as quickly as possible in the event of a failure. No further action required.

b. Bin delivery for common courtyard

The building manager confirmed that the new bin has been ordered and installed in the courtyard area.

c. Garden maintenance in light of recent weather conditions and contractual agreement

The building manager noted that due to the recent weather conditions holding up the regular garden maintenance, the Garden Makers have agreed to undertake a full overhaul of all common property gardens once the weather clears to make up for the missed weeks.

Financial Statement

4. **Resolved** that the statement of financial position and performance for the period ending 20 April 2022 be received.

The strata committee generally discussed funding for any potential building defect inspections, prior to the expiration of the 6-year statutory warranty period on 11 June 2025. It was agreed that the strata manager and treasurer will determine an appropriate contingency to be budgeted within the capital works fund over the next 3 years to save towards any required inspections.

Common Property Assessment

5. **Resolved** that the strata committee discuss conditions and use of the common property and determines action be taken:

i. **Discussion on CCTV cameras overlooking basement car park entrance (requested by lot 169)**

The meeting generally discussed installation of additional CCTV cameras over the basement car park entrance. It was agreed that the owners corporation will investigate options outlined in motion 5. (ii) initially. No further action required.

ii. **Garden area located above entrance to basement car park, and stones located within garden (requested by lot 169)**

The meeting generally discussed the ongoing issue of pebbles being thrown from the ground floor garden bed, which runs over the basement car park driveway. The building manager was instructed to seek pricing for the following:

1. Removal of all pebbles from the garden (if possible)
2. Recommended hedge style plants to act as a barrier to prevent people from walking through the space, noting consideration into the garden beds depth will be required.

The building manager will circulate the pricing for review and discussion at the next committee meeting. **(Action item 8- building manager)**

iii. **Insurance renewal due 14 June 2022**

The strata manager advised the meeting that the pre-renewal declaration has been completed for the upcoming insurance renewal on 14 June 2022. It was agreed that once the renewal terms are received, the strata manager will coordinate a meeting with the broker to discuss. **(Action item 9- strata manager)**

iv. **Smoking on balconies**

The meeting generally discussed issues with residents smoking on balconies. The strata manager was instructed to circulate example bylaws to prohibit smoking within the lot, for review and discussion at the next strata committee meeting. **(Action item 10- strata manager)**

Next Meeting

6. **Resolved** that the strata committee determines the date of the next meeting:

- i. Wednesday 8 June 2022 – strata committee meeting – insurance renewal due 14 June 2022
- ii. Wednesday 7 September 2022 – strata committee meeting – discuss the proposed budget for period 2022 – 2023
- iii. Wednesday 23 November 2022 – annual general meeting.

Closure: There being no further business the meeting closed at 7:01pm

Date of Minutes: 01 May 2022

Bright & Duggan Pty Ltd

Managing Agents for Strata Plan 99426

bright & duggan



australia's strata leader

Minutes of

Annual General Meeting

To The Owners of – Plan No 99426

178-180 LIVINGSTONE ROAD, MARRICKVILLE, NSW, 2204



Meeting Date:	23 November 2022
Time:	05:30 PM
Address:	Herb Greedy Hall, 79 Petersham Road, MARRICKVILLE, NSW, 2204
Present:	Lot 8, 34, 78, 80, 82, 87, 101, 120, 126, 146, 153, 165, 167, 168, 169, 171, 172, 178, 183, 184, 187, 189, 192, 204, 205, 212 & 221.
By proxy:	Lot 174 to J. Gilmour Lot 191 to A. Chan Lot 222 and 223 to G. Fleeton
In attendance:	C. Tombleson of Bright & Duggan D. Maclachlan of Bright & Duggan C. Klazidis of Pacific Building Management
Chairperson:	C. Tombleson
Quorum:	Pursuant to clause 17(4)(b) of Schedule 1 of the Strata Schemes Management Act 2015, the chairperson declared a quorum at 6:00pm

1. Minutes

Resolved that the owners corporation confirm the minutes of the last general meeting, held on 26/11/21, as a true and accurate record of the proceedings of that meeting.

2. Financial Statements

Resolved that the owners corporation adopt the audited statements of key financial information, for the financial year ending on 30 September 2022, for the administrative fund, the capital works fund and any other fund held by the strata scheme.

3. Financial Audit

Resolved that the owners corporation resolves to audit the financial statements, for the financial year ending on 30 September 2023.

4. Administrative & Capital Works Funds Estimates

Resolved that the owners corporation estimates that, for the financial year period from 30/9/22 to 30/9/23. It will need to credit to its administrative fund and capital works fund the amounts set out in the budget, and resolves that the following amounts to be levied as a contribution:

Administrative Fund: \$820,000.00 (GST inclusive)

Capital Works Fund: \$245,000.00 (GST inclusive)

5. Proposed capital upgrades (special resolution)

Motion defeated by special resolution. Pursuant to section 108 of the Strata Schemes Management Act 2015, the owners corporation consider and resolve the following alterations to the common property:

Option A: Installation of hydraulic door closer

By special resolution, the owners corporation alter the common property by installing a mechanical door closer on the main entry door to 18 Lilydale Street.

Option B: Replacement of grass in communal lawn area and landscaping

By special resolution, the owners corporation alter the common property by replacing the grass in the communal lawn area, and installing stone pavers in the high traffic areas to prevent future damage.

Option C: Installation of synthetic grass

By special resolution, the owners corporation alter the common property by installing synthetic grass to the communal lawn area.

6. Levy Contributions

Resolved that the owners corporation resolves that the contributions are to be payable in regular periodic instalments, due on and specified as follows:

Levy Status	Period From	Period To	Due	Admin Fund	Capital Works Fund
Already Issued	1/10/2022	31/12/2022	1/10/2022	\$187,700.00	\$57,500.00
Already Issued	1/01/2023	31/03/2023	1/01/2023	\$187,700.00	\$57,500.00
To be Issued	1/04/2023	30/04/2023	1/04/2023	\$222,300.00	\$65,000.00
To be Issued	1/07/2023	31/07/2023	1/07/2023	\$222,300.00	\$65,000.00
Total	1/10/2022	31/07/2023		\$820,000.00	\$245,000.00

Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund	Capital Works Fund
	1/10/2023	31/10/2023	1/10/2023	\$205,000.00	\$61,250.00

Total	1/10/2023	31/10/2023		\$205,000.00	\$61,250.00

7. Levy Collection

Resolved that the owners corporation, in accordance with the provisions of the Strata Schemes Management Act 2015 (NSW), including section 103, resolves, for the purpose of collecting levy contributions, to authorize the managing agent and/or the strata committee to do any one or more of the following:

1. A to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses, and arrange and monitor payment plans;
2. To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the owners corporation;
3. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses;
4. Enter and enforce any judgment obtained in the collection of levy contributions, including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands, and commencing and maintaining bankruptcy proceedings or winding up proceedings;
5. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
6. Liaise, instruct and prepare all matters with the owners corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

8. Payment Plans

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

9. Insurance - Certificate of Currency

Resolved that the current insurances of the owners corporation, as detailed in the certificate of currency, attached to the notice of this meeting, expiring on 14/6/23, be confirmed.

10. Reports - Insurance Valuation

Resolved that the owners corporation carry out a building valuation for insurance purposes, noting the previous valuation from A G Thomas Valuers was prepared on 15/3/21, and the managing agent authorized to adjust the sum insured in accordance with the new valuation.

11. Insurance Renewal

Resolved that the owners corporation make arrangements in respect of insurances:

1. In accordance with section 165, delegate to the strata committee to consider whether to vary or extend any insurances;
2. In accordance with section 166, not less than 3 quotations for insurance renewal be obtained, unless written reasoning is presented to the owners corporation as to why less than 3 quotations were provided; and

3. Delegate to the managing agent any functions pursuant to the strata management agency agreement (additional services schedule where applicable) to undertake any of the above.

12. Acknowledgement Motion - Commissions

Resolved that the owners corporation acknowledges the following:

Commissions

\$ 12,362.24 in commissions received from CIB in the last 12 months.

\$ 13,598.46 in commissions is expected to be received from CIB in the next 12 months.

13. Capital Works Fund - Review

Resolved that the owners corporation, in accordance with section 80(7), delegates to the strata committee to review the existing 10-year capital works fund plan, prepared by Napier & Blakeley, and implement it as part of the approved budget for the financial year ending on 30/9/23.

14. Acknowledgement Motion - Annual Fire Safety Statement

Resolved that the owners corporation acknowledge the annual fire safety statement, dated 24 April 2022.

15. Annual Fire Safety Statement - Next Statement

Resolved that the owners corporation make the following arrangements in respect of next annual fire safety statement as follows:

1. Engage a suitably competent fire safety practitioner to assess each essential fire safety measure specified in the statement and submit a corrective actions report;
2. Delegate to the building manager to determine and resolve the corrective actions (if any), engage suitably qualified contractor to complete any works and to prepare and sign the statement;
3. Lodge the statement with the local Council and Fire Commissioner; and
4. Instruct the managing agent pursuant to the strata management agency agreement (additional services schedule where applicable) to undertake any of the above.
5. Instruct the managing agent, acting in the capacity as agent for the owners corporation, to sign the annual fire safety statement based on the certification provided by a competent fire safety practitioner engaged by the owners corporation.

16. Plant Item Registration

Resolved that as the owner of item(s) of plant, the owners corporation instructs the strata managing agent to sign any application form on behalf of the owners corporation and lodge with SafeWork NSW the safe to operate statement under delegated authority based on certification provided by the maintenance contractor confirming that the item of plant has been inspected by a competent person and that the item(s) of plant have been adequately maintained.

17. Restricted Matters

Resolved that the owners corporation, in accordance with section 36, determines that no additional matter or type of matter is to be determined only by way of a general meeting of the owners corporation.

18. Process for quotes (Motion requisitioned by lot 34)

Resolved as amended that a minimum of **3 quotes** are obtained for jobs **over \$10,000** funded by either the administrative or capital works funds, and that a strata committee member can recommend an additional provider to be included as part of the tender process conducted by building management or strata management.

19. Limitation on Spending by Large Strata Scheme

Resolved that the owners corporation, in accordance with section 102(3), resolves to generally remove the limitation on spending imposed by section 102(2).

20 Election of the Strata Committee

Resolved that the owners corporation elect the strata committee as follows:

a. the chairperson announced the names of candidates nominated in writing and eligible for election to the strata committee;

Nominations	Lot No
J. Gilmour	153
R. Campbell	165
G. Fleeton	222
S. Marjanovic	223

b. the chairperson called for any oral nominations of candidates eligible for election to the strata committee;

Nominations	Lot No
A. Fedoseev	34
E. Mak	78
S. Carter	87
J. Pucci	101
M. Brown	146
T. Duffin	168
D. Hartman	183

c. the owners corporation determined that there be 9 strata committee members and elect the members.

Elected	Lot No
E. Mak	78
S. Carter	87
J. Pucci	101
M. Brown	146
J. Gilmour	153
R. Campbell	165
T. Duffin	168
G. Fleeton	222
S. Marjanovic	223

21. Deed of Settlement to address issues identified within 2-year warranty period

Resolved that the owners corporation be provided with an update in regards to the settlement Deed entered into with Mirvac dated 7 July 2021. The following was noted:

- Mirvac commenced rectification of external façade louvers in November 2022, works are expected to run until December 2022.
- 90% of rectification works has been completed. The building manager is coordinating close-out of remaining general defect items to save the owners corporation costs.
- RHM Consultants and Core Project Consulting will be engaged in early 2023 to conduct final close-out inspections of remaining items to assist with full closure of the Deed of Settlement.

22. Smoking Restrictions - Special Bylaw 2

Resolved by special resolution pursuant to Section 141 of the Strata Schemes Management Act 2015, adds Special By-law 2 – Smoking Restrictions for the benefit of all owners on the strata plan as set out in the Annexure to Change of By-law appended to the agenda of the general meeting passing this by-law and that the Managing Agent be authorised to affix the common seal of the Owners Corporation in accordance with section 273 of the Strata Schemes Management Act 2015 on the notification to change to the by-laws and organise lodgment in accordance with section 141 (2) of the Strata Schemes Management Act 2015 at the Registrar-General's Office.

Total UE 1254

Votes cast against 241

Votes for 1013

Motion passed

Closure: There being no further business the meeting closed at 8:57 pm.

Bright & Duggan Pty Ltd

Managing Agents for Plan No 99426

Minutes of Strata Committee Meeting

Strata Plan	99426
Name	LIVINGSTONE RD - 178-180
Address	178-180 Livingstone Road MARRICKVILLE NSW 2204
Meeting Date	26 November 2021
Time	6:00 PM
Venue	Zoom
Present	Y. Popova (Lot 24) J. Pucci (Lot 101) J. Gilmour (Lot 153) R. Campbell (Lot 165) T. Duffin (Lot 168) M. Brock (Lot 204)
Apologies	G. Fleeton (Lot 222)
In attendance	C. Tombleson of Bright & Duggan M. Skene of Bright & Duggan C. Klazidis of Pacific Building Management Group

Minutes

1. **Resolved** that the minutes of the last strata committee meeting held on 29 September 2021 be adopted as a true and accurate record of the proceedings of that meeting.

Election of Officers

2. **Resolved** that the strata committee elect the following member positions;

Chairperson – G. Fleeton

Secretary – R. Campbell

Treasurer – Y. Popova

Next Meeting

3. **Motion defeated.** That the strata committee determines the date of the next meeting.

Additional business

- i. The strata committee discussed the Block Party scheduled for **10 December 2021**. The intent of the party is to allow neighbours to get to know each other.
- ii. It was agreed that the party will be a BYO food and drink event.
- iii. The strata committee agreed that the owners corporation allocated \$1,500 to provide some basic finger food and non-alcoholic beverages.

Minutes of Strata Committee Meeting

Strata Plan	99426
Name	LIVINGSTONE RD - 178-180
Address	178-180 Livingstone Road MARRICKVILLE NSW 2204
Meeting Date	26 May 2021
Time	5:30 PM
Venue	The Great Club
Address	160-164 Livingstone Road, Marrickville NSW, Australia
Present	Y & A. Popova (Lot 34) E. Leydon (Lot 85) J. Pucci (Lot 101) R & V. Campbell (Lot 165) E & M. Guterres (Lot 204) G. Fleeton & J. Marjanovic (Lot 222)
Apologies	J. Gilmour (Lot 153) T. Duffin (Lot 168) E. Mak (Lot 78)
In attendance	C. Tombleson of Bright & Duggan M. Skene of Bright & Duggan C. Klazidis of Pacific Building Management M. Brown (Lot 146) L. Russell (Lot 171) A. Tout (Lot 178) D. Hartman (Lot 183)
Chairperson	C. Tombleson of Bright & Duggan

Minutes

1. **Resolved** that the minutes of the last strata committee meeting held on 17 February 2021 be adopted as a true and accurate record of the proceedings of that meeting.

Matter Arising

2. **Resolved** that the following matters arising from the minutes of the strata committee meeting of the owners corporation held on 17 February 2021 be discussed and that an appropriate course of action be determined:

a. Action item 1 - Traffic conditions entering the building car park

Matter pending. Building manager was instructed to obtain a quotation for the installation of a flashing light when entering and exiting the carpark. It was further agreed that the building manager will contact council to coordinate an onsite meeting to discuss traffic conditions, when entering and exiting the car park. **(Action item 1- building manager)**

b. Action item 2 - Bins for common property courtyard

The building manager advised the meeting that council have agreed to supply the owners corporation with a bin for the communal courtyard free of charge. Once received, the building manager will coordinate installation at the owners corporations cost. No further action required.

c. Action item 3 - Capital works fund forecast prepared by Napier and Blakely

Completed. It was noted that the owners corporation will need to apply a minimum 3% increase to the budge and levies for the next 5 years to ensure the capital works fund plan is met.

d. Action item 4 - Sewer surge in G07

The strata manager provided the meeting with an overview of the engagement of Watermark Services group (Watermark), to investigate a solution to prevent sewer surges into G07, noting two sewer surges have occurred since occupation of the building. The following was noted:

- i. During the investigation Watermark have found potential issues with the construction of the surrounding sewer boundary trap which requires further investigation to conclusively identify the issues (if any).
- ii. Watermark have been further engaged in accordance with Stage 2 mentioned below, to investigate any potential issues with the external sewer boundary trap that may be contributing to the surges.
- iii. Watermark have prepared their preliminary report dated 10 May 2021, which has been circulated to the strata committee and the owner of unit G07.
- iv. It was noted that the strata committee have notified Mirvac (original builder/developer), although a copy of the report has not yet been supplied.
- v. Mirvac have kindly offered to assist the owners corporation with the further investigation, noting the original hydraulic consultant will be attending the next round of investigation with Watermark.

Further update to be provided to the strata defect sub-committee, following the further investigation by Watermark. **(Action item 2- strata manager)**

Resolved that the strata committee ratified instruction to engage Watermark Services group as follows:

Stage 1- Fee proposal dated 24 February 2021 for a total of \$7,704 plus GST for the original investigation

Stage 2 – Fee proposal dated 10 May 2021 for a total of \$4,879.20 plus GST for further investigation.

e. Action item 5 - Annual fire safety fire defect rectification

Completed.

f. Action item 6 - Entry garage door spring replacement and life expectancy of the gate

The meeting generally discussed the condition of the main entry garage door, noting two torsion springs have been replaced in the last 12 months. It was unanimously agreed, based on advice from the building manager, that the owners corporation allow the existing garage door to meet the end of its life expectancy prior to replacing the door in full. The strata manager and treasurer were instructed to ensure that the owners corporation budget for the replacement of two torsion springs per annum. No further action required.

g. Action item 7 - External building clean and pest treatment

The building manager tabled the following quotations for a full façade, window, and pest treatment:

Company	Inaccess	Sydney Rope	Magic Glass
TOTAL inc GST	\$49,060	\$55,000	\$20,856

It was noted that although the façade clean has not been budgeted for in the 2020-2021 budget, it is required to preserve the external façade and window warranties. The strata committee instructed the building manager to seek one additional quotation for a full external façade wash, inaccessible window clean and façade pest spray. Once received, R. Campbell and Y. Popova were provided delegated authority to appoint a company to proceed with works. The strata committee noted that they understand the importance of the full façade wash, and wish to proceed with the works as a matter of urgency. It was agreed that the owners corporation budget for an annual façade clean moving forward.

(Action item 3- building manager)

h. Action item 8 - Fluctuating Sydney Water bills

The strata manager and treasurer provided the meeting with an overview of the fluctuating Sydney Water bills, noting Sydney Water had previously been issuing estimate bills up until November 2020. Since November 2020 all bills are based on actual usage. The strata manager advised the meeting that a comparison of the meter and bills has been completed, to ensure the owners corporation were not overcharged during the period where estimate reads were taken. The comparison confirms that the estimate bills are accurate. No further action required.

i. Action item 9 - General building and fire safety defect inspections

Refer to motion 5.

j. Action item 10 - Water access license agreement issued by Mirvac

Completed.

k. Action item 11 - Reminder to owners about electronic communication

The strata manager will continue working to ensure owners and agents opt in for e-Post to reduce the owners corporations disbursement costs once the current strata agency agreement expires in 2024.

l. Action item 12 - Proposed furniture for level 9 reading area

It was agreed that R. Campbell and L. Leydon were authorised to spend up to \$2,000 on external furniture for the level 9 reading area, which will be ordered through the building managers Bunnings Powerpass account and invoiced to the owners corporation. G. Fleeton kindly offered to donate a holding box for the external furniture pillows, which was accepted by the strata committee. **(Action item 4- building manager/strata committee)**

It was noted that once the use of the space is better understood by the strata committee there is potential to investigate the installation of shading in the area.

m. Action item 13 - Insurance renewal for period 14 June 2021 to 14 June 2022

The strata manager was instructed to place insurances with CHU Underwriting Agencies for a total of \$94,559.44 inc GST for the period 14 June 2021 to 14 June 2022, in accordance with the advice outlined in the insurance renewal report prepared by Collective Insurance Brokers. **(Action item 5- strata manager)**

Building Management Report

3. Resolved that the building managers report be tabled and received:

a. Defective handle accessing vegetable garden

The strata committee raised concern with the defective handle and lock when access the vegetable garden, located outside Lilydale House. The building manager advised the meeting that the item is currently under investigation by Mirvac for repair. No further action required.

b. Recommended management of lift outages

The meeting generally discussed the process for residents access during a lift outages. The building manager advised the meeting that BLogix is now up and running, and moving forward will be utilised to contact resident in real time, including when there is a lift outage in Marrick and Co. It is currently recommended when there is an outage at 178 or 180 Livingstone Road, that the alternate lift is utilised as a temporary measurer.

The building manager was instructed to compile a list of residents with disabilities or anyone that would have difficulty using the fire stairs in the event the lifts are out of service, to ensure the appropriate assistance can be offered to residents. The list will be kept confidential and for the use of the building manager and emergency services (if required) only. **(Action item 6- building manager)**

c. EWOS alarms heard within Lilydale Street apartments

The strata committee expressed concern with the volume of the EWOS alarm in Lilydale Street following the recent false alarm. The building manager was instructed to have Innovative Fire, investigate the alarm system to ensure it is operating as required. Further update to be provided to the committee as soon as possible. **(Action item 6- building manager)**

Financial Statements

4. **Resolved** that the statement of financial position and performance for the period ending 18 May 2021 be received. The treasurer noted that the finances are currently tracking to budget.

General building and fire safety defect inspections

5. The strata manager provided the meeting with an update on the rectification of issues outlined in RHM Consultants and Core Project Consulting reports, prior to the expiration of the 2-year statutory warranty period:

- i. It was noted that the strata manager and subcommittee consisting of R. Campbell, J. Gilmour and E. Leydon have been meeting with Mirvac on a monthly basis to address the rectification of issues outlined in the consultants reports.
- ii. Mirvac currently have three fulltime tradespersons onsite, working to attend to the issues outlined in both consultants reports.
- iii. Following the most recent meeting with Mirvac on 14 May 2021, it was noted that the following progress has been made by all parties:

Meeting date	General	Fire	Acoustic	Mech
17 th March 2021	45	286	Report was not issued prior to this meeting	Report was not issued prior to this meeting
23 rd April 2021	49	254	Report was not issued prior to this meeting	4
14th May 2021	43	194	1	4
Change since last meeting	-6	-60	+1	0

- iv. The strata manager is currently coordinating fortnightly meetings with Mirvac and the owners corporations consultants, to formally close out as many items as possible prior to the expiration of the 2-year statutory warranty period on 18 July 2021.
- v. The strata committee have requested that Mirvac enter a Deed of Settlement, for items that cannot be finalised and closed out 7 days prior to the expiration of the 2-year statutory warranty period on 18 July 2021.
- vi. It was noted that Mirvac in 'good faith' have agreed to install an automated closer on the main entry door to 180 Livingstone Road. The strata committee wish to express their gratitude to Mirvac for installing the automated door closer. Mirvac have further agreed to investigate solutions to prevent water ponding on the concrete steps adjacent to the common grassed area.

- vii. The strata committee, acknowledged their recognition to the defect sub-committee for all their ongoing hard work throughout this process. **(Action item 7- strata manager/sub-committee)**

Fire order from Council and cladding inspection by AED Consulting

- 6. The strata manager provided the meeting with an update on the cladding inspection undertaken by AED Consulting (AED), in response to the fire order from Inner West Council. It was noted that AED attended site on 19 May 2021, to undertake an intrusive inspection of the external façade cladding. The draft report has been received from AED, confirming the cladding complies with the Building Code at the time of construction and the Building Product Ban Use. It was noted that once the final AED report is received, AED will be instructed to issue the report to Inner West Council on behalf of the owners corporation.

Once the owners corporation receive formal closure from Inner West Council for the fire order, the strata manager was instructed to issue a letter to all owners and agents. **(Action item 8- strata manager)**

Resolved that the strata committee ratify instruction in writing to engage AED Consulting in accordance with their fee proposal dated 5 May 2021 for a total of \$5,850 plus GST, to undertake a site inspection and prepare a report on the external façade cladding.

Common Property Assessment

- 7. **Resolved** that any general maintenance or management items be discussed, and that an appropriate course of action be determined.
 - a. **Resident use of visitor parking**

The building manager was instructed to seek a quotation for the installation of additional CCTV cameras over the visitor parking to prevent misuse by residents. The building manager was further instructed to continue issuing notices to any residents that are found to be misusing the visitor parking, and organise for additional signage to be installed in the visitor car spaces noting the maximum limit any guest can remain in the visitor parking. **(Action item 8- strata manager)**
 - b. **Discussion on block party**

The strata committee were overall in support of coordinating a block party in Spring for all residents. It was agreed to discuss further at the next strata committee meeting. **(Action item 9- strata committee)**
 - c. **Lot 86 car space painting**

The strata manager tabled the proposal from the owner of lot 86, who is wanting paint 'private property' on the floor of their car space, to prevent residents and visitors mistaking the space for visitor parking. The strata committee discussed the proposal and it was agreed that the building manager will first install clear signage within their car space noting the space is private property. In the event the signage is not successful, the owner can choose to install a bollard within their car space in accordance with the building bylaws. **(Action item 10- building manager)**

d. Internal courtyard grass and ongoing maintenance

The building manager will speak to the gardeners to ensure the grassed area is only watered once a week throughout winter.

e. Misuse of storage and items being stored on common property

The strata committee expressed concern with residents storing items outside their storage cages, or within their car spaces. The building manager was instructed to issue a notice to the offending residents to ensure the items are removed from the common property as soon as possible. **(Action item 11- building manager)**

f. Ongoing maintenance to level 10 BBQ area cupboards

The building manager was instructed to coordinate ongoing prevent maintenance to the level 10 BBQ areas, particularly the cupboards which are constantly in direct sunlight. **(Action item 12- building manager)**

g. Meeting room solution for future meetings

The strata manager was instructed to investigate a more suitable meeting room for ongoing strata committee meetings. **(Action item 13- strata manager)**

h. Sustainability investigation and options

The meeting generally discussed sustainability at Marrick & Co, particularly the rainwater tank onsite and the effectiveness of the system. The building manager was instructed to investigate the operation of the existing system and determine a strategy to reduce water consumption onsite. **(Action item 14- building manager)**

The strata manager provided the meeting with an overview of a company 'Suitability Now', who has been working with owners corporations to reduce their environmental footprint. It was agreed that later in 2021 the owners corporation will investigate engaging a sustainability consultant to assist the owners corporation with reducing their environmental footprint through recommendations for better use of existing equipment and potential upgrades to existing and new equipment.

Next Meeting**8. Resolved** that the strata committee determines the date of the following meetings:

Wednesday 28 July 2021 – strata committee meeting

Wednesday 29 September 2021- strata committee meeting

Thursday 25 November 2021- annual general meeting

Closure: There being no further business the meeting closed at 7:30pm

Date of Minutes: 31 May 2021

Bright & Duggan Pty Ltd

Managing Agents for Strata Plan 99426

Minutes of Annual General Meeting

Strata Plan	99426
Name	LIVINGSTONE RD - 178-180
Address	178-180 Livingstone Road MARRICKVILLE NSW 2204
Meeting Date	26 November 2021
Time	5:30pm
Address	Teleconference- Zoom In person- Marrickville Library and Pavilion: 313 Marrickville Rd, Marrickville NSW 2204
Present	Lot 22, 34, 36, 42, 49, 78, 85, 101, 114, 146, 153, 165, 167, 168, 171, 172, 178, 183, 192, 204 & 217.
By proxy	Lot 186 to Bright & Duggan Lot 205 to Bright & Duggan
In attendance	C. Tombleson of Bright & Duggan M. Skene of Bright & Duggan C. Klazidis of Pacific Building Management
Chairperson	C. Tombleson
Quorum achieved	Yes, chairperson declared quorum after 30 minutes

Motions

Minutes

1. **Resolved** that the minutes of the last general meeting of the owners corporation held on 17 December 2020 be adopted as a true and accurate record of the proceedings of that meeting.

Financial Statements

2. **Resolved** that the attached audited statements of key financial information for the financial year ending on 30 September 2021 for the administrative fund, the capital works fund and any other fund held by the owners corporation, be adopted.

Financial Audit

3. **Resolved** that the financial statements be audited for the financial year ending on 30 September 2021.

Administrative & Capital Works Funds Estimates

4. **Resolved** that the owners corporation, in accordance with sections 79 and 81, estimates that for the financial year period from 1 October 2021 to 30 September 2022 it will need to credit to its administrative fund and capital works fund the amounts set out in the budget, attached to the notice of this meeting, and determines that the following amounts to be levied as a contribution to raise the amounts estimated to be credited to:

Administrative Fund: \$750,800.00(GST inclusive)

Capital Works Fund: \$230,000.00(GST inclusive)

Levy Contributions

5. **Resolved** that the owners corporation, in accordance with section 81(5), determines that the contributions are to be payable in regular periodic instalments, due on and specified as follows:

Administrative Fund:

Date	Amount	Notes
1 October 2021	\$ 192,710.14	already levied
1 January 2022	\$ 186,029.95	
1 April 2022	\$ 186,029.95	
1 July 2022	\$ 186,029.95	
1 October 2022	\$ 187,700.00	continuing basis

Capital Works Fund:

Date	Amount	Notes
1 October 2021	\$ 44,875.29	already levied
1 January 2022	\$ 61,708.24	
1 April 2022	\$ 61,708.24	
1 July 2022	\$ 61,708.24	
1 October 2022	\$ 57,500.00	continuing basis

Levy Collection

6. **Resolved** that the owners corporation, in accordance with the provisions of the *Strata Schemes Management Act 2015 (NSW)*, including section 103, resolves, for the purpose of collecting levy contributions, to authorise the managing agent and/or the strata committee to do any one or more of the following:
- to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses, and arrange and monitor payment plans;
 - to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the owners corporation;

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

Limitation on Spending by Large Strata Scheme

- 7. **Resolved** that the owners corporation, in accordance with section 102(3) generally remove the limitation on spending imposed by section 102(2).

Payment Plans

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

Insurance - Certificate of Currency

- 9. **Resolved** that the current insurances of the owners corporation, as detailed in the certificate of currency, attached to the notice of this meeting, expiring on 14 June 2022, be confirmed.

Insurance - Valuation

- 10. **Motion defeated.** That the owners corporation resolves to carry out a building valuation for insurance purposes, noting the previous valuation from A G Thomas was prepared on 7 September 2021, and the managing agent authorised to adjust the sum insured in accordance with a new valuation.

Insurance - Renewal

- 11. **Resolved** that the owners corporation make arrangements in respect of insurances:
 - a. in accordance with section 165, delegate to the strata committee to consider whether to vary or extend any insurances;
 - b. in accordance with section 166, not less than 3 quotations for insurance renewal be obtained, unless written reasoning is presented to the owners corporation as to why less than 3 quotations were provided; and
 - c. delegate to the managing agent any functions pursuant to the strata management agency agreement (additional services schedule where applicable) to undertake any of the above.

Statement of Commissions and Training Services

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

Commissions

\$ 12,091.74 in commissions received from CIB in the last 12 months.

\$ 486.92 in commissions received from RYO in the last 12 months

\$ 13,300.92 in commissions is expected to be received from CIB in the next 12 months.

Capital Works Fund Plan - Review

13. **Resolved** that the owners corporation, in accordance with section 80(7), delegates to the strata committee to review the existing 10-year capital works fund plan, prepared by , dated , and implement it as part of the approved budget for the financial year ending on 30 September 2021.

Capital Works Fund Plan - Revise or Replace

14. **Motion defeated.** That the owners corporation, in accordance with section 80(3), resolves to revise or replace the 10-year capital works fund plan for commencement from 1 October 2022, and:
- a. obtain quotations from suitably qualified consultants to prepare a 5-year review or a 10-year replacement of the capital works fund plan;
 - b. delegate to the strata committee to consider the quotations and engage a consultant;
 - c. delegate to the strata committee to appoint a liaison to meet with the consultant; and
 - d. delegate to the strata committee authority to instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule), to undertake any of the above.

Annual Fire Safety Statement - Acknowledgement

15. **Resolved** that the owners corporation acknowledges the annual fire safety statement, dated 17 December 2020 .

Annual Fire Safety Statement - Next Statement

16. **Resolved** that the owners corporation make arrangements for obtaining the next annual fire safety statement as follows:
- a. engage a suitably competent fire safety practitioner to assess each essential fire safety measure specified in the statement and submit a corrective actions report;
 - b. delegate to the building manager to determine and resolve the corrective actions (if any), engage suitably qualified contractor to complete any works and to prepare and sign the statement;
 - c. lodge the statement with the local Council and Fire Commissioner; and

- d. instruct the managing agent pursuant to the strata management agency agreement (additional services schedule where applicable) to undertake any of the above.

Annual Fire Safety Statement - Sign Off

- 17. **Resolved** that the owners corporation instruct the managing agent, acting in the capacity as agent for the owners corporation, to sign the annual fire safety statement based on the certification provided by a competent fire safety practitioner engaged by the owners corporation.

Plant Item Registration

- 18. **Resolved** that as the owner of plant item(s), the owners corporation delegate to the managing agent the signing of any renewal registration or application form on behalf of the owners corporation and lodge with *SafeWork NSW* the Safe to Operate statement, based on certification provided by the below:

a. Maintenance Contractor

The engaged maintenance contractor to provide a statement confirming that the plant item has been inspected by a competent person and adequately maintained.

Amended By-law No.6 - Floor Coverings

- 19. **Resolved as amended** that the Owners Corporation by special resolution pursuant to –

- (a) Section 108 (2) of the Strata Schemes Management Act 2015 authorises an owner on the scheme to add to and alter the common property within the scheme in accordance with the conditions in amended By-law 6 – Floor Covering set out in the Annexure to Change of By-law appended to the agenda of the general meeting passing this by-law, with the following changes:

Clause 6.6 be amended to read as follows:

*6.6 An Owner or Occupier of a Lot must ensure that any change or replacement of Hard Flooring has a star rating of **5-stars** or higher rating in accordance with the Association of Australian Acoustical Consultants (AAAC) Star rating for Floor Impact Isolation, and any other standards as required by the Owners Corporation current at the time of the application to install Hard Flooring is made by the Owner or Occupier. ; and*

- (b) Section 141 of the Strata Schemes Management Act 2015, amends By-law 6 – Floor Covering for the benefit of all owners on the strata plan as set out in the Annexure to Change of By-law appended to the agenda of the general meeting, with the amendment listed above, passing this by-law and that the Managing Agent be authorised to affix the common seal of the Owners Corporation in accordance with section 273 of the Strata Schemes Management Act 2015 on the notification to change to the by-laws and organise lodgement in accordance with section 141 (2) of the Strata Schemes Management Act 2015 at the Registrar-General's Office.

Unit entitlement for- 1117

Unit entitlement against- 70

Motion carried by unanimous resolution

Acoustic testing (Motion requisitioned by lot 183)

20. **Resolved** that the owners corporation instruct the strata manager to provide the owners corporation with all reports in their possession about acoustic testing completed by Mirvac at the completion of the site, and all reports completed by lots 129, 137 and 145 after installation of the floors. It was noted that the strata manager will first seek consent of Mirvac for the original report to be placed on file.
21. **Motion withdrawn.** That the owners corporation resolve to engage an independent qualified acoustic engineer to undertake acoustic testing in lots 129, 137, 145, to compare the noise transmission of the newly installed hard floors against the original carpet installed at the time of construction, any other issues regarding noise in the building, and that the cost be borne by the owners corporation for such testing and to advise on whether 4 or 5 star rated timber flooring be used as a basis of the new bylaw.
22. **Motion withdrawn.** That the owners corporation consider the amendment to the bylaw with respect to flooring at the next annual general meeting.

Election of the Strata Committee

23. **Resolved** that the owners corporation elect the strata committee as follows:

- a. the chairperson is to announced the names of candidates nominated in writing and eligible for election to the strata committee;

Name	Lot
Y. Popova	34
E. Mak	78
E. Leydon	85
J. Gilmour	153
R. Campbell	165
D. Hartman	183
D. Meagher	172
G. Fleeton	222

- b. the chairperson called for any oral nominations of candidates eligible for election to the strata committee;

Name	Lot
J. Pucci	101
R. Mennon	167
T. Duffin	168
M. Brock	204

- c. the owners corporation to determine that there be **9** strata committee members and elect the following members:

Name	Lot
Y. Popova	34
E. Mak	78
E. Leydon	85
J. Pucci	101
J. Gilmour	153
R. Campbell	165
T. Duffin	168

M. Brock	204
G. Fleeton	222

Restricted Matters

24. **Resolved** that the owners corporation, in accordance with section 36, determines that no additional matter or type of matter is to be determined only by way of a general meeting of the owners corporation.

Deed of Settlement to address issues identified within 2-year warranty period

25. The strata manager provided the meeting with an overview of the rectification work being carried out by Mirvac under the terms of the Deed of Settlement entered into on 7 July 2021 prior to the expiration of the two-year statutory warranty period applicable to Marrick & Co. It was noted that Mirvac have been onsite in the last few months finalizing rectification works. All works are expected to be complete in early to mid-2022.

Renewal of the Strata Management Agency Agreement

26. **Resolved** that the owners corporation:

- a. to renew the strata management agency agreement with Bright & Duggan Pty Ltd as its managing agent, for a period of 24 months, and delegates functions to it on the terms and conditions as set out in the agreement attached to the notice of this meeting; and
- b. to nominate and authorise 2 owners or members of the strata committee to execute and affix the common seal to the agreement; and
- c. that the strata management fee be \$41,510.00 per annum (GST inclusive), commencing on 18 December 2021.

Closure: There being no further business the meeting closed at 7:57pm

Date of Minutes: 26 November 2021

Bright & Duggan Pty Ltd

Managing Agents for Strata Plan 99426

Minutes of Strata Committee Meeting

Strata Plan	99426
Name	LIVINGSTONE RD - 178-180
Address	178-180 Livingstone Road MARRICKVILLE NSW 2204
Meeting Date	26 November 2021
Time	6:00 PM
Venue	Zoom
Present	Y. Popova (Lot 24) J. Pucci (Lot 101) J. Gilmour (Lot 153) R. Campbell (Lot 165) T. Duffin (Lot 168) M. Brock (Lot 204)
Apologies	G. Fleeton (Lot 222)
In attendance	C. Tombleson of Bright & Duggan M. Skene of Bright & Duggan C. Klazidis of Pacific Building Management Group

Minutes

1. **Resolved** that the minutes of the last strata committee meeting held on 29 September 2021 be adopted as a true and accurate record of the proceedings of that meeting.

Election of Officers

2. **Resolved** that the strata committee elect the following member positions;

Chairperson – G. Fleeton

Secretary – R. Campbell

Treasurer – Y. Popova

Next Meeting

3. **Motion defeated.** That the strata committee determines the date of the next meeting.

Additional business

- i. The strata committee discussed the Block Party scheduled for **10 December 2021**. The intent of the party is to allow neighbours to get to know each other.
- ii. It was agreed that the party will be a BYO food and drink event.
- iii. The strata committee agreed that the owners corporation allocated \$1,500 to provide some basic finger food and non-alcoholic beverages.

CAPITAL WORKS FUND BUDGET REPORT

178-180 Livingstone Road
Marrickville NSW 2204

15 JULY 2024

FILE REF: 2204079291/J45963

PREPARED FOR

Christopher Garner
Strata Manager – Marrick & Co, SP99426
c/- Bright & Duggan

PREPARED BY

Napier & Blakeley Pty Ltd
ACN 006 386 278
ATF Napier & Blakeley Unit Trust
ABN 87 601 474 307
20 Hunter Street
SYDNEY NSW 2000
P 02 9299 1899

CONTENTS

1. SUMMARY	2
2. INTRODUCTION	3
3. PROPERTY DESCRIPTION	3
4. BASIS OF REPORT	4
5. CAPITAL WORKS FUND BUDGET	5
6. 20 YEAR AVAILABLE FUNDS FLOW CHART	9
7. DISCLAIMER.....	10

REV	0
DATE	15 July 2024
PURPOSE OF ISSUE	Final report
PREPARED BY	Esther Lai
ISSUE AUTHORISED BY	Rachel Brook

1. SUMMARY

The Capital Works Fund Available Funds Flow calculates the funds that are available each year by deducting the forecast expenditure and the previous fund apportionment (if required) from the capital works fund contribution.

Refer to the following Capital Works Fund Available Funds Flow.

Property Name : Marrick & Co, 178-180 Livingstone Road, Marrickville
 Owner's Corporation : The Owners SP99426
 Date Prepared : July 2024

Year	2024 2025	2025 2026	2026 2027	2027 2028	2028 2029	2029 2030	2030 2031	2031 2032	2032 2033	2033 2034	2034 2035	2035 2036	2036 2037	2037 2038	2038 2039
Balance brought forward	724,643	1,045,991	1,426,065	1,611,710	2,025,137	1,344,529	1,742,087	2,200,453	2,628,683	3,137,302	2,718,665	2,907,249	3,482,161	3,998,085	4,579,982
Budgeted annual contributions	412,621	428,383	444,747	461,737	479,375	497,687	516,699	536,437	556,929	578,203	600,291	623,222	647,029	671,745	697,406
Deduct - Previous Fund (\$ 724642.7 / 15 years)	-48,310	-48,310	-48,310	-48,310	-48,310	-48,310	-48,310	-48,310	-48,310	-48,310	-48,310	-48,310	-48,310	-48,310	-48,310
Actual Annual Contributions	364,312	380,074	396,438	413,427	431,066	449,378	468,389	488,127	508,619	529,894	551,981	574,912	598,719	623,436	649,097
Deduct - end of year expenditure	-42,963	NIL	-210,793	NIL	-1,111,673	-51,820	-10,024	-59,897	NIL	-948,531	-363,397	NIL	-82,795	-41,539	-2,685,402
Total - available funds	1,045,991	1,426,065	1,611,710	2,025,137	1,344,529	1,742,087	2,200,453	2,628,683	3,137,302	2,718,665	2,907,249	3,482,161	3,998,085	4,579,982	2,543,677

2. INTRODUCTION

Under instructions from Bright & Duggan, we set out in this report our Capital Works Fund Budget for the common areas of the subject property.

The purpose of this report is to provide an independent analysis of the Capital Works Fund requirements of the Owners Corporation as required by the Strata Schemes Management Act 2015 (SSMA) for New South Wales.

This report identifies and evaluates the funding requirements for items requiring capital expenditure as detected by site inspection or by reference to specifications and maintenance contracts or by making an assessment of life expectancy.

Life expectancies and years to replacement used in this report are intended as a guide for the purposes of determining a reasonable budget allowance for each year covered by this report.

The Owners Corporate may wish to review the following:-

- Seek acknowledgment from the members of the Owners Corporate regarding the state of the building.
- Ascertain the future time objectives for the appearance and repair of the building, which may affect the immediate cash flow requirements.

We advise that the Capital Works Fund Budget should be reviewed annually to update any changes caused by abnormal expenditure, inflation rates, building material availability and the condition of the building.

3. PROPERTY DESCRIPTION

Marrick & Co consists of two hundred and twenty five lots within three residential towers and 2 lots within a two-storey heritage house. Two levels of secure basement parking exist below the units. There are five lifts covering the two basement levels, ground floor and level one to level ten for buildings A1 and A2 and level one to level eight for building B. It includes the following infrastructure

- Passenger lifts
- Common hot water systems
- Security systems
- Fencing
- Underground secure car parking
- BBQ and recreation areas
- Common toilet facilities
- Mechanical ventilation
- Sewer and stormwater drainage, water and electrical mains

No allowance has been made for damage caused by termites or other insects, regular maintenance checks should be carried out to detect their presence.

4. BASIS OF REPORT

The Capital Works Fund Budget assesses the funding requirement to enable restoration to original standard of the property and items that are the responsibility of the Owners Corporate. Specifically it includes spending of a capital or non-recurrent nature; and the periodic replacement of major items of a capital nature; and other spending that should reasonably be met from capital.

We have assumed the property will be properly maintained to ensure maximum effective life of all components.

No allowance has been made in respect of potential change of use of the building or for obsolescence either functionally or technologically.

The following items are deemed to be funded from the Administration Budget and do not form part of the Capital Works Fund.

- Light fittings and diffusers
- Bitumen paving - minor repairs
- Costs associated with various maintenance agreements (eg. lifts mechanical services and fire services)
- Landscaping including garden watering system
- Roof tiles on Lilydale house

The following items have a life span similar to the building structure and have been excluded from the Capital Works Fund Budget.

- Air conditioning ductwork and plant platforms
- Electrical distribution gear and circuits (including telephone)

- Security/Intercom systems (excluding major repairs)
- Water/Fire/Gas supply piping
- Garbage chute liners
- Concrete/Bitumen paving (excluding major repairs)
- Wall render (excluding major repairs)
- Roller shutters (excluding repairs and painting)
- Roof tiles and treated metal sheeting (excluding major repairs)
- Concrete/Block walls and structures
- Pool structure (excluding finish)
- Site drainage (excluding major repairs)
- Tiling
- Window seals
- Sanitary fixtures

The attached figures have been calculated by adopting a current replacement cost of each component and apportioning the cost over the anticipated remaining life of the asset and adding an average annual inflating factor of 3.82% which is based on the average building construction cost inflation rate over the past fifteen years.

Bank interest accrued on fund monies has not been included in the calculations.

The report is based on financial years. For calculation purposes, the year stated indicates the commencement of the financial year.

This is not a structural report and does not cover expenditure which occurs either directly or indirectly as a result of structural defects.

The cost for replacement includes 10% GST.

5. CAPITAL WORKS FUND BUDGET

The Capital Works Fund Budget outlines our assessment of the funding requirements for items requiring expenditure of a capital or non recurrent nature.

R - Indicates the year in which expense is budgeted to occur.

The number of years until replacement of a Capital Works Fund Budget item is an assessment of the date a budgeted event is due to happen. This assessment is based on one or more of the following criteria:

- The current condition of the item
- The suitability of it to carry out its intended function
- The life expectancy of that item
- The current age of the item

The life expectancy of a Capital Works Fund Budget item is an allocation of the number of years given to a budget item if it is used for the purpose it was designed and intended.

Refer to the following Capital Works Fund Budget.

5.1 CAPITAL WORKS FUND BUDGET

Property Name : Marrick & Co, 178-180 Livingstone Road, Marrickville
 Owner's Corporation : The Owners SP99426
 Date Prepared : July 2024

Building Inflation Rate Used : **3.82%**
 Aggregate Lot Entitlement / Number of Units : 10000 / 225

Items		Years till Expense	Life Expectancy	Current Cost 2024	Annual requirement				'R - indicates expected year of replacement'														
					2024 2025	2025 2026	2026 2027	2027 2028	2028 2029	2029 2030	2030 2031	2031 2032	2032 2033	2033 2034	2034 2035	2035 2036	2036 2037	2037 2038	2038 2039				
	Air Conditioning & Mech Ventilation :																						
1	Common System - Lobbies and corridors	15	20	52,998	4,707	4,887	5,073	5,267	5,468	5,677	5,894	6,119	6,353	6,596	6,848	7,109	7,381	7,663	7,956 R				
2	Common Room Units	10	15	8,995	1,099	1,141	1,185	1,230	1,277	1,326	1,376	1,429	1,484	1,540 R	1,162	1,207	1,253	1,301	1,350				
3	Ventilating Plant	15	20	130,863	11,622	12,066	12,527	13,006	13,503	14,018	14,554	15,110	15,687	16,286	16,908	17,554	18,225	18,921	19,644 R				
	Electrical Machinery and Equipment :																						
4	Master Antenna System (Repair)	10	15	13,613	1,663	1,727	1,793	1,861	1,932	2,006	2,083	2,162	2,245	2,331 R	1,759	1,826	1,896	1,968	2,043				
5	General Lighting	10	15	12,454	1,522	1,580	1,640	1,703	1,768	1,835	1,906	1,978	2,054	2,132 R	1,609	1,671	1,734	1,801	1,870				
6	Solar Power System (Repair/Replacement)	10	15	37,267	4,554	4,728	4,908	5,096	5,290	5,492	5,702	5,920	6,146	6,381 R	4,815	4,999	5,190	5,388	5,594				
7	EV Charging System (Repair)	10	15	5,500	672	698	724	752	781	811	842	874	907	942 R	711	738	766	795	826				
	External Works :																						
8	Fencing (Repair)	10	15	6,240	762	792	822	853	886	920	955	991	1,029	1,068 R	806	837	869	902	937				
9	Balustrade / Handrail (Repair)	5	10	10,956	2,449	2,542	2,639	2,740	2,845 R	1,615	1,676	1,740	1,807	1,876	1,948	2,022	2,099	2,179	2,263 R				
10	Balconies balustrades (Partial Repair)	10	15	11,138	1,361	1,413	1,467	1,523	1,581	1,641	1,704	1,769	1,837	1,907 R	1,439	1,494	1,551	1,610	1,672				
11	Metal Screens / Sunshading / Louvres (Repair)	15	20	51,402	4,565	4,740	4,921	5,109	5,304	5,506	5,717	5,935	6,162	6,397	6,642	6,895	7,159	7,432	7,716 R				
12	Roads & Paths (Major Repair)	15	20	82,394	7,318	7,597	7,887	8,189	8,501	8,826	9,163	9,513	9,877	10,254	10,646	11,053	11,475	11,913	12,368 R				
12	Plumbing & Drainage (Major Repair)	1	5	14,982	15,554 R	3,476	3,609	3,747	3,890	4,039 R	4,193	4,353	4,519	4,692	4,871 R	5,057	5,251	5,451	5,659				
13	Timber work - Lilydale House (Repair)	5	10	22,000	4,917	5,105	5,300	5,502	5,712 R	3,242	3,366	3,495	3,628	3,767	3,911	4,060	4,215	4,376	4,543 R				
14	Window louvres (Repair)	13	18	37,125	3,676	3,817	3,963	4,114	4,271	4,434	4,604	4,780	4,962	5,152	5,349	5,553	5,765 R	4,705	4,884				
14	Roof hoist for cleaning facade (Repair)	10	15	6,600	806	837	869	902	937	973	1,010	1,048	1,088	1,130 R	853	885	919	954	991				
14	Planters	10	15	22,000	2,688	2,791	2,897	3,008	3,123	3,242	3,366	3,495	3,628	3,767 R	2,843	2,951	3,064	3,181	3,302				
15	Miscellaneous Areas - Water Entry Issues	15	20	74,250	6,594	6,846	7,108	7,379	7,661	7,954	8,258	8,573	8,901	9,241	9,594	9,960	10,341	10,736	11,146 R				
	Fire Control and Alarm Systems :																						
16	Alarms & Detection System (Repair)	15	20	122,562	10,885	11,301	11,733	12,181	12,646	13,129	13,631	14,151	14,692	15,253	15,836	16,441	17,069	17,721	18,398 R				
17	Fire Hose Reels	15	20	20,812	1,848	1,919	1,992	2,068	2,147	2,229	2,315	2,403	2,495	2,590	2,689	2,792	2,898	3,009	3,124 R				
18	Emergency lights and Illuminated Exit Signs	15	20	6,029	535	556	577	599	622	646	671	696	723	750	779	809	840	872	905 R				
19	Fire Extinguishers	5	10	19,712	4,405	4,574	4,748	4,930	5,118 R	2,905	3,016	3,131	3,251	3,375	3,504	3,638	3,777	3,921	4,071 R				
20	Automatic Fire Sprinklers	15	20	45,980	4,084	4,240	4,402	4,570	4,744	4,925	5,114	5,309	5,512	5,722	5,941	6,168	6,403	6,648	6,902 R				
	Floor Finishes :																						
21	Carpet - Common Areas	3	8	144,540	51,907	53,890	55,948 R	23,845	24,756	25,702	26,684	27,703	28,761	29,860	31,001 R	32,185	33,414	34,691	36,016				
22	Non-slip vinyl flooring	5	10	18,304	4,091	4,247	4,409	4,578	4,753 R	2,698	2,801	2,908	3,019	3,134	3,254	3,378	3,507	3,641	3,780 R				

5.1 CAPITAL WORKS FUND BUDGET

Property Name : Marrick & Co, 178-180 Livingstone Road, Marrickville
 Owner's Corporation : The Owners SP99426
 Date Prepared : July 2024

Building Inflation Rate Used : **3.82%**
 Aggregate Lot Entitlement / Number of Units : 10000 / 25

Items		Years till Expense	Life Expectancy	Current Cost 2024	Annual requirement																	'R' - indicates expected year of replacement.									
					2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039											
					2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039												
	Furniture and Fittings :																														
23	Barbecue & Pizza Maker	5	10	3,300	738	766	795	825	857 R	486	505	524	544	565	587	609	632	656	682	R											
24	Bicycle Racks	10	15	4,620	565	586	608	632	656	681	707	734	762	791 R	597	620	643	668	694												
25	Door Mats	1	5	26,400	27,408 R	6,126	6,360	6,603	6,855	7,117 R	7,388	7,671	7,964	8,268	8,584 R	8,912	9,252	9,606	9,972												
26	Letterboxes	15	20	18,563	1,649	1,712	1,777	1,845	1,915	1,988	2,064	2,143	2,225	2,310	2,398	2,490	2,585	2,684	2,786 R												
27	Lobby / Roof / Garden Furniture	7	12	7,710	1,276	1,325	1,375	1,428	1,483	1,539	1,598 R	1,057	1,097	1,139	1,183	1,228	1,275	1,324	1,374												
28	Signage / Notice Board	8	13	19,800	2,919	3,031	3,146	3,266	3,391	3,521	3,655	3,795 R	2,647	2,748	2,853	2,962	3,075	3,192	3,314												
	Garbage Chutes																														
29	Chute Doors (Repair)	10	15	3,630	444	460	478	496	515	535	555	577	599	622 R	469	487	506	525	545												
30	Garbage Sorter/Disposal Unit (Repair)	10	15	12,000	1,466	1,522	1,580	1,641	1,703	1,769	1,836	1,906	1,979	2,055 R	1,550	1,610	1,671	1,735	1,801												
	Hardware and Mechanical Door Closers :																														
31	Door Hardware	10	15	67,551	8,254	8,569	8,897	9,236	9,589	9,956	10,336	10,731	11,141	11,566 R	8,728	9,061	9,408	9,767	10,140												
32	Mechanical Door Closers	10	15	53,312	6,514	6,763	7,021	7,289	7,568	7,857	8,157	8,469	8,792	9,128 R	6,888	7,151	7,425	7,708	8,003												
	Lifts and Elevators :																														
33	Major Service / Upgrade (Not Replacement)	10	15	242,000	29,570	30,699	31,872	33,089	34,353	35,666	37,028	38,443	39,911	41,436 R	31,268	32,463	33,703	34,990	36,327												
34	Interiors	10	15	82,500	10,081	10,466	10,865	11,280	11,711	12,159	12,623	13,105	13,606	14,126 R	10,660	11,067	11,490	11,928	12,384												
	Painting and Wallpaper :																														
35	Internal Walls	5	10	61,760	13,803	14,330	14,878	15,446	16,036 R	9,102	9,450	9,811	10,186	10,575	10,979	11,398	11,833	12,285	12,755 R												
36	Internal Ceilings	5	10	24,090	5,384	5,590	5,803	6,025	6,255 R	3,550	3,686	3,827	3,973	4,125	4,282	4,446	4,616	4,792	4,975 R												
37	External Walls and Eaves (Including Lilydale house)	5	10	506,460	113,190	117,514	122,003	126,663	131,502 R	74,642	77,493	80,453	83,527	86,717	90,030	93,469	97,040	100,746	104,595 R												
38	Linemarking	3	10	13,732	4,932	5,120	5,315 R	1,878	1,949	2,024	2,101	2,181	2,265	2,351	2,441	2,534	2,631 R	2,732	2,836												
	Hydraulic :																														
39	Common Hot Water Systems	5	3	24,577	5,493	5,703	5,920	6,147	6,381 R	10,646	11,052	11,474 R	11,913	12,368	12,840 R	13,331	13,840	14,369 R	14,917												
40	Water Pumps	3	8	13,200	4,740	4,921	5,109 R	2,178	2,261	2,347	2,437	2,530	2,627	2,727	2,831 R	2,939	3,052	3,168	3,289												
41	Fire Booster (Repair)	10	15	11,550	1,411	1,465	1,521	1,579	1,640	1,702	1,767	1,835	1,905	1,978 R	1,492	1,549	1,609	1,670	1,734												
42	Sprinkler Valve	5	10	2,640	590	613	636	660	685 R	389	404	419	435	452	469	487	506	525	545 R												
43	Stormwater / Rainwater / Sewerage Pumps	5	10	3,300	738	766	795	825	857 R	486	505	524	544	565	587	609	632	656	682 R												
44	Rainwater / OSD / Fire Tanks (Repair)	10	15	41,122	5,025	5,217	5,416	5,623	5,838	6,060	6,292	6,532	6,782	7,041 R	5,313	5,516	5,727	5,946	6,173												
45	Stormwater filtration system (Repair)	3	8	7,260	2,607	2,707	2,810 R	1,198	1,243	1,291	1,340	1,391	1,445	1,500	1,557 R	1,617	1,678	1,742	1,809												

5.1 CAPITAL WORKS FUND BUDGET

Property Name : Marrick & Co, 178-180 Livingstone Road, Marrickville
 Owner's Corporation : The Owners SP99426
 Date Prepared : July 2024

Building Inflation Rate Used : **3.82%**
 Aggregate Lot Entitlement / Number of Units : 10000 / 225

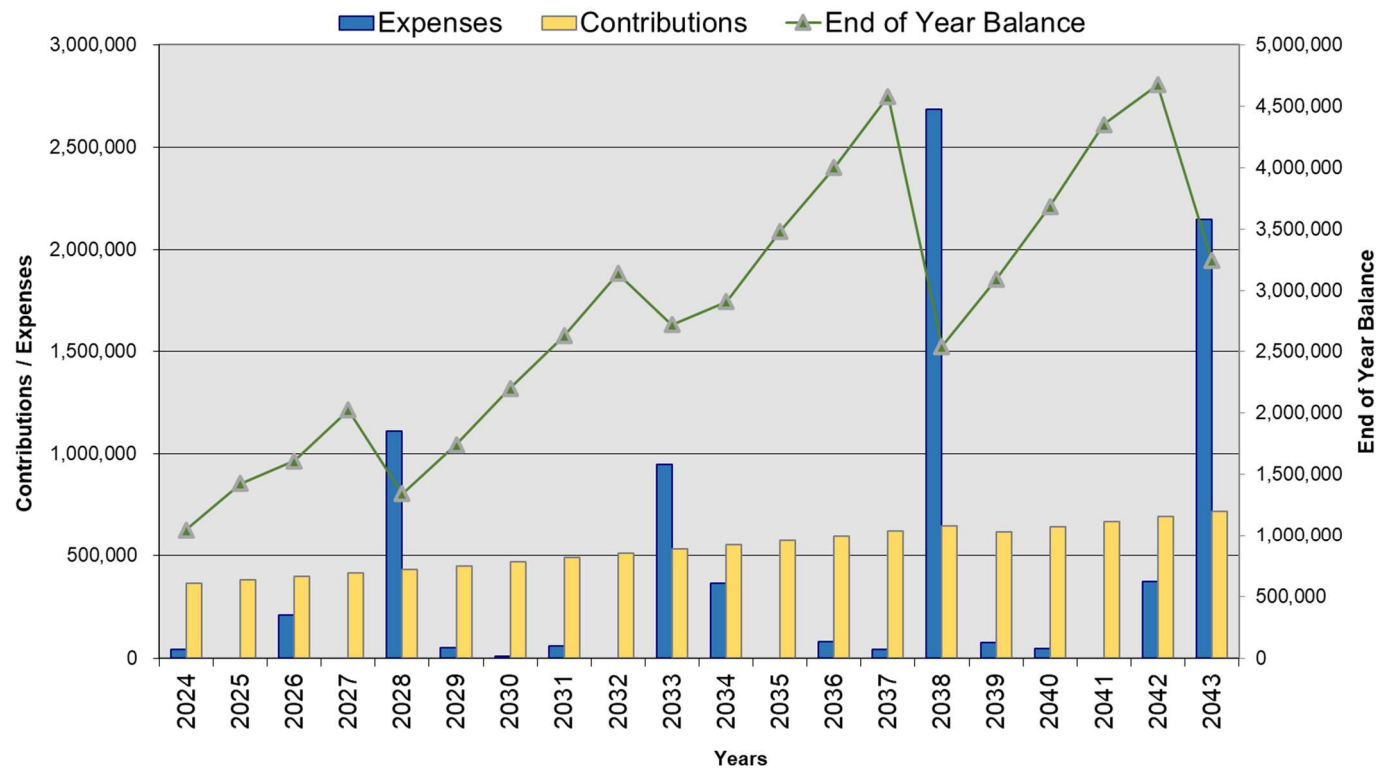
Items		Years till Expense	Life Expectancy	Current Cost 2024	Annual requirement																'R - indicates expected year of replacement.															
					2024 2025	R 2025 2026	R 2026 2027	R 2027 2028	R 2028 2029	R 2029 2030	R 2030 2031	R 2031 2032	R 2032 2033	R 2033 2034	R 2034 2035	R 2035 2036	R 2036 2037	R 2037 2038	R 2038 2039																	
	Render :																																			
46	External (Repair)	5	10	78,140	17,464	18,131	18,823	19,542	20,289	R	11,516	11,956	12,413	12,887	13,379	13,890	14,421	14,972	15,544	16,138	R															
	Roller Shutters and Entry Gates :																																			
47	Entry Gates	10	15	9,900	1,210	1,256	1,304	1,354	1,405		1,459	1,515	1,573	1,633	1,695	R	1,279	1,328	1,379	1,431	1,486															
48	Entry Gates - Motor, Control Gear	5	10	2,860	639	664	689	715	743	R	422	438	454	472	490	508	528	548	569	591	R															
	Roofing :																																			
49	Membrane (Repair)	5	10	81,413	18,195	18,890	19,612	20,361	21,139	R	11,999	12,457	12,933	13,427	13,940	14,472	15,025	15,599	16,195	16,814	R															
50	Membrane (Replacement) - Optional depending on Strata / Body Corporate / Building Manager	20	25	990,000	71,690	74,428	77,271	80,223	83,288		86,469	89,772	93,202	96,762	100,458	104,296	108,280	112,416	116,710	121,169																
51	Stormwater disposal system (Repair)	15	20	27,423	2,436	2,529	2,625	2,725	2,830		2,938	3,050	3,166	3,287	3,413	3,543	3,679	3,819	3,965	4,117	R															
52	Roof tiles repair - Lilydale house - Excl. Under Admin Fund			Excl																																
	Security Systems and Equipment :																																			
53	Intercom & Access System (Repair)	5	10	62,150	13,890	14,421	14,972	15,543	16,137	R	9,160	9,510	9,873	10,250	10,641	11,048	11,470	11,908	12,363	12,835	R															
54	CCTV Camera System (Repair)	3	8	9,638	3,461	3,593	3,731	R	1,590	1,651	1,714	1,779	1,847	1,918	1,991	2,067	R	2,146	2,228	2,313	2,402															
CONTINGENCY					26,603	25,869	26,858	25,633	26,612		22,349	23,203	24,059	24,913	25,865	25,270	26,236	27,238	28,214	29,292																
Total fund contribution PA					558,668	543,256	564,009	538,293	558,855	469,331	487,259	505,240	523,182	543,168	530,676	550,948	571,994	592,499	615,133																	
Total fund contribution PA, per unit entitlement					55.87	54.33	56.40	53.83	55.89	46.93	48.73	50.52	52.32	54.32	53.07	55.09	57.20	59.25	61.51																	
Total fund expense PA					42,963		210,793		1,111,673	51,820	10,024	59,897			948,531	363,397		82,795	41,539	2,685,402																
Total fund expense PA, per unit entitlement					4.30		21.08		111.17	5.18	1.00	5.99			94.85	36.34		8.28	4.15	268.54																
Average fund contribution PA					412,621	428,383	444,747	461,737	479,375	497,687	516,699	536,437	556,929	578,203	600,291	623,222	647,029	671,745	697,406																	
Average fund contribution PA, per unit entitlement					41.26	42.84	44.47	46.17	47.94	49.77	51.67	53.64	55.69	57.82	60.03	62.32	64.70	67.17	69.74																	

6. 20 YEAR AVAILABLE FUNDS FLOW CHART

The Available Funds Flow Chart is based on the Capital Works Fund Available Funds Flow which displays the balance of available funds after each year's contributions and expenditure have been taken into account.

The intention of this chart is to present a graphical representation of the financial account indicating periodical trends of fund accumulation and expenditure which may influence the financial strategies of the Owners Corporate.

Refer to the following 20 Year Available Funds Flow Chart.



7. DISCLAIMER

This report is the opinion of Napier & Blakeley Pty Ltd ACN 006 386 278 ATF Napier & Blakeley Unit Trust ABN 87 601 474 307 (**Napier & Blakeley**) and is to be read together with and is subject to the term and conditions of our engagement. Our opinions in this report are based on the information referred to in this report that has been made available to us by or on behalf of the addressee (**Information**).

Napier & Blakeley has not obtained independent verification of the Information. As such, our opinion may be different if the Information is incorrect or inaccurate in any way. This report was prepared solely for the addressee and its use is limited to the purpose for which it was provided. No third party may rely on this report without first obtaining the prior written consent of Napier & Blakeley.

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SYDNEY

20 Hunter Street
SYDNEY NSW 2000
P +61 2 9299 1899

PERTH

267 St Georges Terrace
PERTH WA 6000
P +61 8 6244 1877

MELBOURNE

171 Collins Street
MELBOURNE VIC 3000
P +61 3 9915 6300

CHRISTCHURCH

287-293 Durham Street
Christchurch 8013
P +64 204 936 595

BRISBANE

120 Edward Street
BRISBANE QLD 4000
P +61 7 3221 8255

AUCKLAND

23-29 Albert Street
Auckland 1010
P +64 204 936 595

ADELAIDE

213 Greenhill Road,
EASTWOOD SA 5063
P +61 8 8274 3760

SINGAPORE

Level 24, CapitaGreen
138 Market Street
SINGAPORE 048946
P +65 6550 9642



LIFTS ASSESSMENT REPORT MARCH 2025

**178-180 Livingstone Road
Marrickville
NSW, 2204**

Confidentiality:

Equity Elevator Management Pty Ltd conducted a detailed on-site inspection of the five-passenger elevator systems on 4 March 2025. The findings and recommendations detailed in this report are specifically tailored for the elevator at Strata Plan 99426, 178-180 Livingstone Road, Marrickville, NSW. This document is crafted exclusively for this location and should not be applied to other scenarios or locations.

This document is the sole property of Equity Elevator Management Pty Ltd and is protected under intellectual property laws. It must not be reproduced, copied, or transmitted in any form without explicit written permission from Equity Elevator Management Pty Ltd. Additionally, this report is not to be disclosed or used by third parties without appropriate authorisation.

The report is designed for internal use only and is not intended to communicate directly with the elevator service provider, KONE Elevators. Should there be a need for corrective measures or interventions, please contact our lift consulting team. We will provide the necessary and appropriate documentation to facilitate any required services or interventions.



EEM01115

11 March 2025

Christopher Garner

Strata Manager

The Owners of Strata Plan 99426

C/- Bright & Duggan Pty Ltd

PO Box 281

Crows Nest, NSW 1585

Strata Plan 99426, 178-180 Livingstone Road, Marrickville, NSW, 2204

Lift General Assessment Report and Recommendations

Dear Christopher,

Following your work instructions, we are pleased to submit the attached assessment report and recommendations for your review.

We have made every effort to understand the project requirements thoroughly and are confident that our report meets the standards of clarity and conciseness you specified. Our findings and suggestions align well with the objectives and expectations outlined.

Please do not hesitate to contact us if you or the committee require further information or clarification. We are ready to discuss any aspects of the report in more detail or provide additional elaborations as needed.

Thank you for entrusting this important task to us. We appreciate the opportunity to contribute to the project and await your feedback.

Yours faithfully,

Equity Elevator Management Pty Ltd

Tim Steenkamp

Lift Consultant/Director

Table of Contents

1	Executive Summary	2
2	Recommended Actions	3
2.1.1	Contractual	3
2.1.2	Capital Works Fund Recommendations	4
3	Lift Equipment Technical Summary	5
4	Legal Records and Safety Compliance	6
5	Maintenance Contract Review	7
6	Lift Maintenance and Technical Observations	10
6.1.1	Lift Performance Measurements.	10
6.1.2	Ride Quality Test	11
6.1.3	Maintenance Attendance	12
6.1.4	Breakdown Analysis	13
6.1.5	Major Component Repairs	15
6.1.6	Planned Parts Replacement	15
6.1.7	Component Maintenance	15
7	Equipment Operational Lifecycle	16
8	Australian Lift Regulations EN81 / AS1735 & BCA Compliance	17
9	SafeWork Australia and the Work Health and Safety (WHS) Act	17
10	Owners' Responsibilities and the Role of the Executive	17
11	Risk Management for Plant and Equipment	18
12	Tabulated Checklist of Hazard and Risk Items Associated with Lifts	19
13	Disability Discrimination Act	22
14	NBN Roll Out – GSM Phone Requirements	23
15	Capital Fund Provision Plan for KONE MonoSpace Elevators	24
15.1.1	Project Overview	24
15.1.2	Projected Capital Expenditure Timeline (2025–2045)	24
15.1.3	Short-Term (2025-2030)	24
15.1.4	Mid-Term (2030-2035)	24
15.1.6	Summary of Capital Fund Requirements	25
15.1.7	Key Recommendations	25
15.1.8	Conclusion	25

1 Executive Summary

Bright & Duggan retained Equity Elevator Consultants to independently assess the five passenger elevators located at 178-180 Livingstone Road, Marrickville, NSW, on behalf of the Owners of SP99426. This commission was initiated as the owners sought an expert opinion on the condition and expected lifecycle of their lift equipment and to verify if the service quality provided by their lift company complies with the terms of the comprehensive maintenance contract.

On **4 March 2025**, Equity inspected the equipment and reviewed various property documents, including service records, call reports, and the maintenance contract. The evaluation was based on a visual appraisal of the equipment's condition, the standard of maintenance, and the overall service delivery by the lift company in adherence to their contractual obligations.

The service agreement with KONE Elevators with an automatic renewal for another 12 months. The current comprehensive lift maintenance contract at 178-180 Livingstone Road, Marrickville, NSW, managed under the direction of an independent lift consultancy firm, is set to expire on **31 July 2025** and automatically renews with 12-monthly periods unless terminated with 90 days' notice. While the contract provides comprehensive coverage, it lacks clear service expectations, defined response/outage times, and penalty clauses for non-compliance with all key performance indicators (KPIs). Additionally, costs exceed industry benchmarks, and escalation procedures for unresolved faults are inadequate.

The Owners Corporation should initiate a structured maintenance tender process before renewal to enhance service quality, cost transparency, and contractual flexibility. To ensure compliance and accountability, a revised contract should include minimum maintenance visit frequency, defined emergency response times, transparent pricing, service credits for underperformance, and independent audits. Equity Elevator Consultants recommends adopting an independent contract that prioritises safety, reliability, and cost efficiency while safeguarding the owners' interests.

The building management process is well-structured and effectively implemented under Pacific BMG, ensuring clear communication and proactive management of lift-related issues. A formal system is in place for interaction with the lift company and site technician, allowing for efficient reporting and resolution of defects or maintenance concerns. This structured approach supports ongoing compliance, safety assurance, and operational reliability, ensuring that lift performance and service quality are consistently maintained at high standards.

Changes in Work Health and Safety (WHS) regulations require Owners' Committees to maintain a documented safety management plan to ensure compliance and mitigate potential risks. Equity has assessed the 2018 KONE model lift and confirms that it is fully compliant with SafeWork Australia and the Disability Discrimination Act (DDA). As a result, no immediate safety risks or non-compliances have been identified. However, the Owners' Committee should implement an ongoing WHS risk management plan to maintain compliance and uphold best practice safety standards. This ensures that lift operations remain safe, well-documented, and aligned with evolving regulatory requirements, providing long-term risk mitigation, accessibility assurance, and operational reliability.

The SafeWork NSW lift plant registration documents provided are current and due to expire on **19 November 2025**.

The lift phone system at 178-180 Livingstone Road, Marrickville, NSW, is currently equipped with the latest GSM technology and complies with current regulations and standards.

To maintain optimal performance, reliability, and compliance of the five existing KONE MonoSpace elevator systems at 178-180 Livingstone Road, Marrickville, NSW, it is essential to establish a structured capital fund provision aligned with projected expenditure over the next 20 years. Short-term investments will focus on maintaining software, safety enhancements, and minor component replacements, while mid-term planning accounts for significant upgrades like hoisting rope and motor refurbishments. Long-term planning anticipates full modernisation to ensure continued operational efficiency. By implementing a proactive capital reserve strategy, property owners can mitigate financial burdens, avoid unexpected downtime, and extend the service life of their elevator assets, ensuring a sustainable and future-proof lift infrastructure.

2 Recommended Actions

2.1 Contractual

The current maintenance contract with KONE Elevators is managed under the direction of an independent lift consultancy firm and is set to automatically renew for 12 months unless notice of cancellation is given at least ninety days before its expiry on 31 July 2025. Given the contract's limitations in flexibility, cost transparency, and enforceable service quality standards, it is advisable to formally notify the service provider of the intent to review or terminate the agreement. This approach allows the owners to:

- a) Avoid long-term automatic renewal and retain the flexibility to assess and select a service provider that meets evolving maintenance needs.
- b) Evaluate the current provider's performance against key performance indicators and benchmark service standards and costs against competitive market offerings.
- c) Address pricing concerns, as the contract's cost currently exceeds the industry average without clear justification in service deliverables.
- d) Negotiate a revised contract that enhances service accountability, financial transparency, and enforceable performance expectations.

Equity recommends the implementation of an independent, performance-based maintenance contract with the following key provisions:

- Minimum service requirements, including a defined number of annual maintenance visits and technician hours allocated per lift.

- Guaranteed response times for emergency entrapments, general service calls, and fault resolutions.
- Clearly established lift performance criteria, covering ride comfort, door operation speeds, levelling accuracy, and breakdown frequency limitations.
- Transparent cost structures, including fixed pricing for non-contractual repairs, vandalism-related damage, and parts replacements.
- Penalty mechanisms, such as service credits or financial deductions, for failure to meet scheduled visits, call-out response obligations, or key performance indicators.
- Reliability and service continuity targets, ensuring lift uptime remains at 98% or higher per quarter.
- A structured escalation process with formal reporting and resolution timelines for unresolved technical issues.
- Mandatory annual safety audits to verify compliance with Work Health & Safety Regulations and industry standards.

By transitioning to a structured, competitive tender process, the Owners Corporation can ensure market-driven pricing, improved service accountability, and a contract that prioritises safety, performance, and long-term asset value. Equity's comprehensive agreement framework provides clear scope definitions, detailed KPIs, and enforceable obligations, ensuring that the selected service provider delivers measurable value while safeguarding the owner's interests.

2.2 Capital Works Fund Recommendations

To ensure the continued operational efficiency, reliability, and compliance of the five KONE MonoSpace elevators, it is strongly recommended that the Owners Corporation or Building Management establish a structured capital reserve fund, with an initial allocation of \$187,500 to \$300,000 AUD over the next five years. Conducting bi-annual maintenance audits will help assess component wear, ensure service providers meet contractual KPIs, and identify potential failures proactively. By allocating funding for mid-term system upgrades, such as hoisting rope replacements, traction sheave renewals, and control system enhancements, the lifecycle of the lifts can be maximised. As the lifts approach 20 years in service, evaluating full modernisation options versus targeted component replacements will be essential for long-term efficiency and regulatory compliance. Additionally, investing in IoT-based lift monitoring solutions and predictive maintenance tools can minimise downtime and optimise performance. Engaging a professional lift consultant for annual financial and maintenance reviews will further support strategic capital planning and ensure alignment with building operational needs.

3 Lift Equipment Technical Summary

OUTLINE ASSET REGISTER			
Customer Name	The Owners of Strata Plan 99426		
Site Address:	Lifts 1 & 2 - 180 Livingstone Road, Marrickville, NSW, 2204 Lifts 3 & 4 - 178 Livingstone Road, Marrickville, NSW, 2204 Lift 5 - 18 Lilydale Road, Road, Marrickville, NSW, 2204		
Owners Agent	Bright & Duggan Pty Ltd		
Strata Manager	Christopher Garner		
Email	christopher.garner@bright-duggan.com.au		
Phone	(02) 9902 7100		
Safe Work Certificate:	Lift 1 – L6-235949/19 Lift 2 – L6-235953/19 Lift 3 – L6-235959/19 Lift 4 – L6-235964/19 Lift 5 – L6-235911/19	Motor Room Location:	MRL
Number of Lifts	Five	Floors Served:	Lift 1 – 11 Floors Lift 2 to 5 – 13 Floors
Type of Lift:	Passenger	Floor Designation:	Lift 1 – B1, B2, G, 1-8 Lift 2 to 5 – B1, B2, G, 1-10
Make of Lift:	KONE N Monospace	Rated load:	1200 Kg
Original Installer	KONE Elevators	No of Persons:	16
Service Provider	KONE Elevators	Internal Size of Car:	N/A
Year of Installation:	2018 (6 Years)	Rated Speed:	1.6 m/sec
Year of Modernisation:	N/A	Motor Control:	KONE MX10
Modernised By:	N/A	Control Type:	KONE V3F16ES
Type of Contract:	Comprehensive	Type of door Operator:	Wittur AMD
Frequency of Visits	Bi-Monthly	Size of Clear Opening:	N/A
Lift Security -	N/A	Door Arrangement	Two-Panel Centre Opening

The KONE MonoSpace, launched in 1996, was the world's first machine room-less (MRL) elevator, marking a significant innovation in the elevator industry. This groundbreaking technology eliminated the need for a separate machine room, traditionally required for housing conventional elevators' machinery and drive systems. The MonoSpace uses KONE's EcoDisc hoisting machine, which is compact enough to fit within the elevator shaft, offering a more efficient use of building space and reducing construction costs. This design not only simplifies the architecture of buildings but also enhances the aesthetic possibilities by freeing up space. Over the years, the KONE MonoSpace has been continuously developed to improve its energy efficiency and ride comfort, making it a preferred choice for mid-rise buildings. This innovative elevator system has been widely adopted globally, demonstrating KONE's leadership in MRL technology.

4 Legal Records and Safety Compliance

Effective record-keeping is crucial in the lift industry, serving as a cornerstone for ensuring legal compliance and maintaining safety standards. Proper documentation verifies compliance with regulatory standards, ensures the availability of up-to-date safety certificates, and supports maintenance and emergency procedures. For instance, maintaining current SafeWork NSW certificates verifies lift system compliance and facilitates effective risk management. A robust record-keeping system enables building owners and managers to operate lifts safely, efficiently, and within legal parameters, enhancing safety culture and operational reliability.

No	WH&S Self-Check Items	Comment
1	Is the design of your plant verified and registered?	The SafeWork NSW certificates are current and are due to expire on 19 November 2025 .
2	Is the original "Safe to Operate" (STO) statement on file	The "Safe to Operate" certificate " was provided
3	Is there 24/7 access to all parts of the plant in an emergency?	KONE has access keys/fob
4	Is your plant, where required, registered on an ongoing basis?	The lift registration certificates are current as per compliance items 1 and 2.
5	Is your service provider's "Adequate Maintenance Statement" current?	KONE will require a statement at the end of the (Annual) registration period to support the renewal application.
6	If my service provider is not the Original Equipment Manufacturer (OEM), are the correct procedures in place?	Note item 2 – KONE (OEM)
7	Is the Risk Management Plan (RMP) for my plant current?	The lift complies with current codes and does not require a separate Risk Management Plan.
8	Is there a current Hazard and Risk Analysis (HRA) in place?	The lift product complies with current codes and does not require a separate Risk Management Plan.
9	Does the RMP clearly state how risks are managed as identified by the HRA?	The lift complies with the current code and does not require a separate Risk Management Plan.
10	Is there an upgrade budget and fund in place?	The lift technology has not exceeded the 20-year projected cycle (2018 installed).
11	Is an STO on file covering the changes if my plant has been altered?	N/A – Plant original installed equipment
12	Have the correct registration procedures been followed if my plant has been altered?	N/A – Plant original installed equipment
13	Are the users of my plant adequately aware of safe user practices?	It may be requested from KONE if there is no copy on file.
14	Does my building satisfy the relevant plant code/legislation?	A copy of the plant item registration with WorkCover confirms the standard of compliance.
15	Do my people regularly inspect the plant for obvious defects?	The Owners Committee to confirm the process with the onsite building manager.
16	Is there a procedure to regularly advise the service provider of defects?	The Owners Committee to confirm the process with the onsite building manager.

5 Maintenance Contract Review

A. CONTRACTUAL TERMS

#	Criteria	Required Standard	Compliant (✓/X)	Comments
1	Contract Type	Comprehensive Maintenance Agreement	✓	Independent lift consultancy agreement - Meets requirement.
2	Total Lifts Covered	Five	✓	Clearly stated in the contract.
3	Annual Contract Rate	\$9,679.16 (Excl GST) Per Qtr as of Nov 2024. (Refer to Appendix A)	✓	Fixed for first 3 years, then 2.5% escalation per annum.
4	Invoicing Terms	Quarterly in Advance	✓	Matches required standard.
5	Lift GSM/Remote Monitoring	Provided by KONE	✓	Explicitly covered. Included in Annual Fee Allowance \$2,100 p/a
6	Contract Labour Rates	Clearly Defined	✓	Labour rates are listed. Additional services charges are ambiguous.
7	Contract Period	1 Aug 20 to 31 Jul 25	✓	5-year term with renewal option.
8	Automatic Renewal	Auto-Renewal term included	X	Auto-renews every 12 months unless notice is given.
9	Fee Escalation Terms	CPI or Fixed % Annually	✓	Escalates by 2.5% annually.
10	Payment Terms	30-45 Days Net	✓	30-day payment terms.
11	Normal Working Hours	7:30 AM – 4:00 PM (Mon-Fri)	✓	Industry aligned.
12	Lift Performance KPIs	Clearly Defined	✓	KPIs are included but lack all penalties for non-compliance.
13	Contract Terms & Liability	Aligned with Industry Standards	✓	Follows industry norms.
14	Exclusions	Clearly Defined (No Hidden Exclusions)	✓	Motor/electrical and drive control failures are not excluded.
15	Key Performance Indicators (KPIs)	Included	✓	KPIs outlined but missing enforcement mechanisms.
16	24/7 Customer Care	Available	✓	24/7 call-out service covered.
17	Asset Management Plan	Included	X	No mention of asset lifecycle tracking.

B. LIFT RECORDS MANAGEMENT

#	Criteria	Required Standard	Compliant (✓/X)	Comments
1	Routine Maintenance Records	Digital or On-Site Register	✓	Records are kept electronically by KONE.
2	Call-Out Attendance Log	Digital or On-Site Register	✓	Available on request.

3	Repair Works Log	Digital or On-Site Register	✓	Clearly documented.
4	Periodic Safety Inspections	Documented & Available	✓	Annual safety tests included.
5	WorkCover Safe Operation Letter	Available	✓	Included.
6	WorkCover Registration Certificate	Displayed	✓	Required by contract.
7	Hazard & Risk Assessment	Completed Annually	✓	Not explicitly required.

C. MAINTENANCE VISITS & SERVICE LEVELS

#	Criteria	Required Standard	Compliant (✓/X)	Comments
1	Preventative Maintenance Program	Defined Schedule & Scope	✓	Included in the contract.
2	Number of Visits per Year	Hydraulic (12), Traction (24)	✓	Meets requirements.
3	Duration of Each Maintenance Visit	Clearly Defined	X	No minimum duration per visit is specified.
4	Maintenance Visit Records	Available on Request	✓	Digital access is provided.
5	Service Visit Notifications	Email to Strata Manager	X	No explicit requirement in the contract.
6	Advance Booking of Service Visits	Scheduled & Notified	X	Not defined.

D. LIFT CALL-OUTS & REPAIR RESPONSE

#	Criteria	Required Standard	Compliant (✓/X)	Comments
1	Call-Out Records	Available on Request	✓	Records available.
2	Call-Out Response Times	Trapped Passengers and down time.	✓	\$950 (Plus GST) penalty for delays, independently verified and claimed.
3	Incident Notification Process	Immediate Email to Strata Manager	X	No formal notification requirement.
4	Normal Time (N/T) Trapped Passengers	Included in Contract	✓	Covered.
5	Normal Time (N/T) General Stoppages	Included in Contract	✓	Covered.
6	Overtime (O/T) Trapped Passengers	Included in Contract	✓	Covered.
7	Overtime (O/T) General Stoppages	Included in Contract	✓	Covered.
8	Emergency Lift Phone Monitoring	Included in Contract	✓	Covered.

E. SPARE PARTS & MATERIALS

#	Criteria	Required Standard	Compliant (✓/✗)	Comments
1	Spare Parts & Replacement Policy	Clearly Defined	✗	Lacks clarity on major components availability/sourcing.
2	Lubricants & Cleaning Materials	Included in Fee	✓	Included.
3	Motor/Electrical Fusion	Covered (Unless External Factors)	✓	Not specifically excluded.
4	Lift Car & Installation Lights	Included	✗	Excluded.
5	Spare Parts Availability	Adequate Stock Holding	✓	Maintains local stock.

F. REPAIRS & MAJOR MAINTENANCE COVERAGE

#	Criteria	Required Standard	Compliant (✓/✗)	Comments
1	Repair Coverage	Comprehensive	✓	Includes major components.
2	After-Hours Repairs	Included	✓	Included but at higher rates.
3	Defined Repair Outage Timeframes	Clearly Specified	✗	No maximum repair time is defined.

G. TECHNICAL CAPABILITY & INDUSTRY EXPERIENCE

#	Criteria	Required Standard	Compliant (✓/✗)	Comments
1	Third-Party Equipment Service Experience	Minimum 50%	✓	Strong OEM brand and third-party coverage.
2	Technical Competency	National Service Coverage	✓	Meets requirement.

H. CONTRACTUAL ADDENDUMS & SPECIAL CONDITIONS

#	Criteria	Required Standard	Compliant (✓/✗)	Comments
1	Appendix 1 (Performance Metrics)	Included	✓	Performance clauses are included.
2	Appendix 2 (Service Level Agreement)	Included	✗	SLA is vague in some areas.

The maintenance contract for the lifts at 178-180 Livingstone Road, Marrickville, NSW, provides comprehensive coverage, including routine servicing, spare parts, and defined response times. However, it has key weaknesses, such as automatic renewal without clear exit terms, fixed annual fee increases without CPI alignment, and undefined outage performance KPIs, which limit accountability. Ambiguities in repair coverage outage time could lead to unforeseen costs and service limitations. Strengthening KPI enforcement, cost transparency, and contract flexibility would enhance the agreement's fairness and effectiveness for the client.

6 Lift Maintenance and Technical Observations

6.1 Lift Performance Measurements.

Parameter - Designation		Standard Values	Lift 1	Lift 2	Lift 3	Lift 4	Lift 5
1	Operating Time Up:	Ave - 12 sec	✓	✓	✓	✓	X
2	Operating Time Down:	Ave - 12 Sec	✓	✓	✓	✓	X
3	Door Open Time:	2.6 sec	✓	✓	✓	✓	✓
4	Door Close Time:	5.1 sec	✓	✓	✓	✓	✓
5	Car Call Dwell Time:	2.0-3.0 sec	✓	✓	✓	✓	✓
6	Hall Call Dwell Time:	3.0-4.0 sec	✓	✓	✓	✓	✓
7	Nudging Time:	20 sec	✓	✓	✓	✓	✓
8	Running Noise Level:	< 55db	✓	X	✓	✓	✓
9	Fan Noise Level:	< 55db	✓	✓	✓	✓	✓
10	Door Noise Level:	< 60db	✓	✓	✓	✓	✓
11	Levelling:	max 5mm	✓	✓	✓	✓	✓
12	Door Force:	max 150N	✓	✓	✓	✓	✓

The lift's performance measurements remain within an acceptable range, as per the equipment's design parameters and specifications. However, it has been noted that Lift 5's travel speed has been reduced from 1.6 m/sec to 1.1 m/sec. Typically, such a reduction indicates an underlying issue with the lift's drive setup or load distribution. As a common industry practice, lift service providers may reduce the contract speed to mitigate potential operational concerns. This adjustment should be investigated, and appropriate corrective measures should be implemented to reinstate the lift's contract speed to 1.6 m/sec. Additionally, as these performance parameters are explicitly defined in the maintenance agreement, it is essential for KONE to verify and monitor them throughout the lift's life cycle to ensure consistent and optimal performance.

The building manager has been notified that Lift 2 is emitting noise from the counterweight upon movement. It is advised to immediately contact KONE for a thorough investigation to prevent any potential catastrophic failure and reduce the likelihood of prolonged downtime.

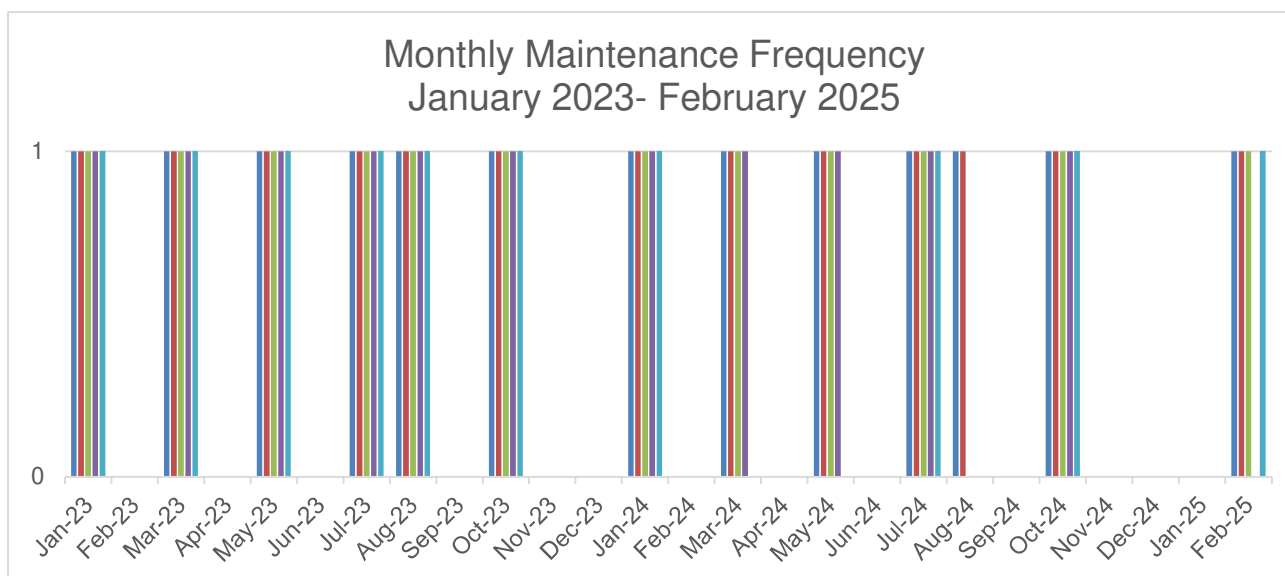
During our inspection of Lift 2's pit area, we observed that the plastic ducting covers for the wiring pathways had been removed, leaving the wiring exposed. While we anticipate this to be a temporary condition, it is essential that these covers are reinstated to ensure compliance with safety standards and proper protection of the wiring.

6.2 Ride Quality Test

Lift 1	Lift 2
Report for: Livingstone - LH Lift ID 43192837 Date collected: Tuesday 4 March Car direction: Down Maximum Speed 1.65 m/s Mean Acceleration 46.0 Gal Mean Deceleration 43.0 Gal Maximum Jerk 0.77 m/s³ Maximum Peak-to-Peak X vibrations (Back - Front) 11.5 Gal Maximum Peak-to-Peak Y vibrations (Left - Right) 49.3 Gal Maximum Peak-to-Peak Z vibrations (Vertical) 13.4 Gal Typical A95 Peak-to-Peak X vibrations (Back - Front) Pass 6.2 Gal Typical A95 Peak-to-Peak Y vibrations (Left - Right) Fail 26.3 Gal Typical A95 Peak-to-Peak Z vibrations (Vertical) Pass 8.6 Gal Maximum Sound Level Pass 53.06 dBA Equivalent Sound Level 48.15 dBA	Report for: Untitled 33 Date collected: Tuesday 4 March Car direction: Up Maximum Speed 1.60 m/s Mean Acceleration 47.4 Gal Mean Deceleration 43.2 Gal Maximum Jerk 1.09 m/s³ Maximum Peak-to-Peak X vibrations (Back - Front) 13.4 Gal Maximum Peak-to-Peak Y vibrations (Left - Right) 87.9 Gal Maximum Peak-to-Peak Z vibrations (Vertical) 29.8 Gal Typical A95 Peak-to-Peak X vibrations (Back - Front) Pass 5.7 Gal Typical A95 Peak-to-Peak Y vibrations (Left - Right) Fail 40.5 Gal Typical A95 Peak-to-Peak Z vibrations (Vertical) Pass 17.2 Gal Maximum Sound Level Pass 51.28 dBA Equivalent Sound Level 46.59 dBA
Lift 3	Lift 4
Report for: Untitled 33 Date collected: Tuesday 4 March Car direction: Up Maximum Speed 1.60 m/s Mean Acceleration 47.4 Gal Mean Deceleration 43.2 Gal Maximum Jerk 1.09 m/s³ Maximum Peak-to-Peak X vibrations (Back - Front) 13.4 Gal Maximum Peak-to-Peak Y vibrations (Left - Right) 87.9 Gal Maximum Peak-to-Peak Z vibrations (Vertical) 29.8 Gal Typical A95 Peak-to-Peak X vibrations (Back - Front) Pass 5.7 Gal Typical A95 Peak-to-Peak Y vibrations (Left - Right) Fail 40.5 Gal Typical A95 Peak-to-Peak Z vibrations (Vertical) Pass 17.2 Gal Maximum Sound Level Pass 51.28 dBA Equivalent Sound Level 46.59 dBA	Report for: Livingstone Rd - Lift 4 Date collected: Tuesday 4 March Car direction: Up Maximum Speed 1.59 m/s Mean Acceleration 48.4 Gal Mean Deceleration 43.6 Gal Maximum Jerk 1.00 m/s³ Maximum Peak-to-Peak X vibrations (Back - Front) 6.9 Gal Maximum Peak-to-Peak Y vibrations (Left - Right) 38.0 Gal Maximum Peak-to-Peak Z vibrations (Vertical) 14.3 Gal Typical A95 Peak-to-Peak X vibrations (Back - Front) Pass 3.9 Gal Typical A95 Peak-to-Peak Y vibrations (Left - Right) Fail 23.7 Gal Typical A95 Peak-to-Peak Z vibrations (Vertical) Pass 11.4 Gal Maximum Sound Level Fail 66.54 dBA Equivalent Sound Level 50.66 dBA
Lift 5	
Report for: Lilydale Street - Lift 5 Date collected: Tuesday 4 March Car direction: Down Maximum Speed 1.10 m/s Mean Acceleration 20.7 Gal Mean Deceleration 15.7 Gal Maximum Jerk 1.09 m/s³ Maximum Peak-to-Peak X vibrations (Back - Front) 10.4 Gal Maximum Peak-to-Peak Y vibrations (Left - Right) 77.3 Gal Maximum Peak-to-Peak Z vibrations (Vertical) 9.5 Gal Typical A95 Peak-to-Peak X vibrations (Back - Front) Pass 5.0 Gal Typical A95 Peak-to-Peak Y vibrations (Left - Right) Fail 19.3 Gal Typical A95 Peak-to-Peak Z vibrations (Vertical) Pass 11.4 Gal Maximum Sound Level Pass 51.38 dBA Equivalent Sound Level 45.07 dBA <i>Note: Lateral directions are listed relative to device orientation</i>	

6.3 Maintenance Attendance

No	Analysis	Lift 1	Lift 2	Lift 3	Lift 4	Lift 5
1	Contractual visit cycles	X	X	X	X	X
2	Time spent on site	✓	✓	✓	✓	✓
3	Visits combined with calls	✓	✓	✓	✓	✓
4	Visitation record on site	✓	✓	✓	✓	✓



Repairs	Jan 2023 to Feb 2024	Mar 2024 to Mar 2025	Total
Doors	2	1	3
Controller	1	1	2
Buttons	1	1	2
Lift Car	1	1	2
Shaft Equipment	1	-	1
TOTAL	6	4	10

The maintenance data from January 2023 to February 2025 for the five-passenger lifts at 178-180 Livingstone Road, Marrickville, NSW, shows that the lift company has generally adhered to the bi-monthly maintenance schedule outlined in their contract. These visits covered key systems such as door mechanisms, controllers, drive systems (including V3F16ES inverter checks), and safety devices.

While maintenance has been performed regularly, there were a few instances of missed quarterly cyclical visits, which may have contributed to some breakdowns occurring shortly after scheduled service dates. Overall, the lift company has done a good job addressing issues as they arise and maintaining the lifts to ensure continued safe operation.

Given that the lifts were installed in 2018 and are now 6 years old, the increased likelihood of wear-and-tear issues requires ongoing vigilance. The occasional need for reactive repairs following breakdowns suggests that additional attention to aging components like doors, controllers, and shaft equipment during routine maintenance could help reduce unplanned downtime.

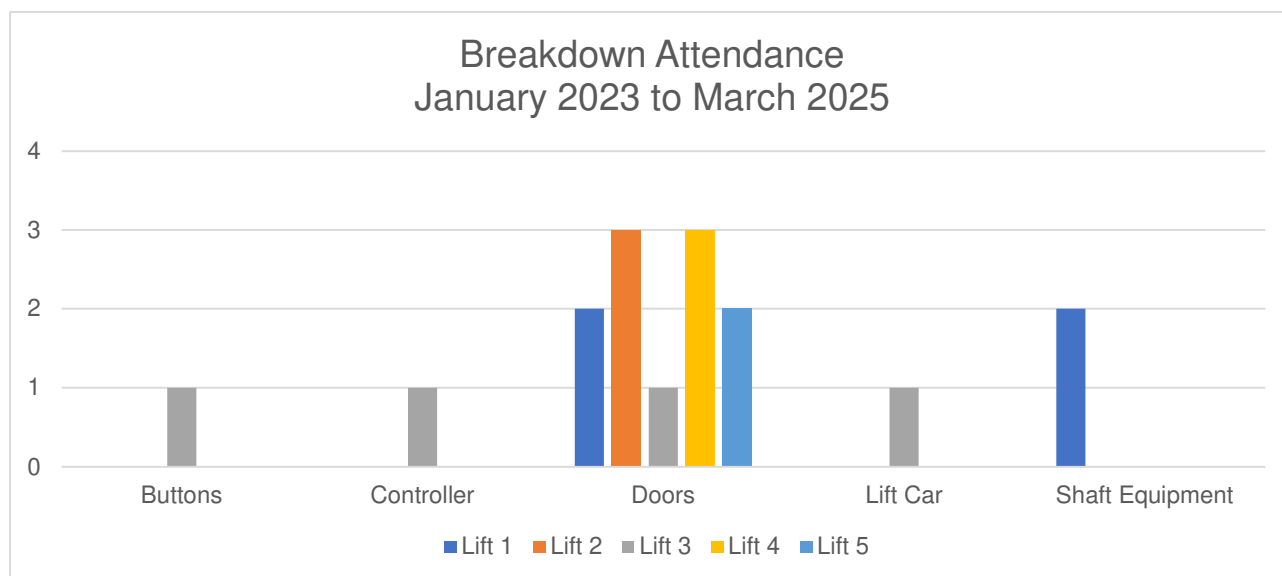
Bi-monthly maintenance, as specified in the contract, is generally considered adequate for lifts of this age and usage. However, ensuring timely visits, particularly when issues are identified, will help maintain the lifts' reliability and minimise any service disruptions. In summary, while the maintenance team is doing a good job, consistent adherence to the schedule and more proactive checks on aging components could further improve performance and reduce breakdowns.

The repairs conducted from January 2023 to February 2025 focused on resolving issues such as faulty call buttons, door alignment problems, door sensor malfunctions, and occasional lift car stoppages. Key repairs included replacing faulty parts like buttons, adjusting door mechanisms, fixing shaft lights, and addressing control panel issues. These repairs were handled promptly, ensuring the lifts continued to operate smoothly with minimal disruption.

6.4 Breakdown Analysis

No	Analysis	Lift 1	Lift 2	Lift 3	Lift 4	Lift 5
1	Amount of calls vs. Industry standards	✓	✓	✓	✓	✓
2	Response times	✓	✓	✓	✓	✓
3	Downtimes	✓	✓	✓	✓	✓
4	Calls recorded on-site	✓	✓	✓	✓	✓
5	Spare Parts Availability	✓	✓	✓	✓	✓

Breakdown Call Records	Jan 2023 to Feb 2024	Mar 2024 to Mar 2025	Total
Doors	7	4	11
Controller	-	1	0
Buttons	-	1	1
No Fault Found	-	-	0
Lift Car	1	-	1
Shaft Equipment	-	2	2
TOTAL	8	8	16



The lifts at 178 Livingstone Road, Marrickville, have been generally well-maintained by KONE. The breakdowns reported have been promptly attended to, with most issues resolved efficiently. The following categories outline the main areas of focus:

- **Lift Car Issues:** The most frequent breakdowns involved the lift car, with issues such as noise and stopping, which were quickly repaired during service.
- **Doors:** Door malfunctions, including alignment issues and faulty sensors, occurred several times. These have been managed effectively with parts replacements and adjustments.
- **Controller:** Issues with the control panel and alignment were relatively minor and addressed promptly.

Lift Breakdown Frequency:

- **Lift 1 (Livingston Rd #178 - Lift 1):** This lift experienced the most breakdowns, including several technical faults and issues with door operation and car stops. The maintenance team promptly addressed all faults, including issues with door alignment and the car's door operators.
- **Lift 2 (Livingston Rd #178 - Lift 2):** This lift had some breakdowns, primarily related to door sensors and minor faults in the control systems.
- **Lifts 3, 4, and 5:** These lifts had fewer breakdowns overall. Most issues were related to shaft light malfunctions or minor door sensor alignment, all of which were resolved efficiently during scheduled maintenance visits.

While breakdowns have occurred, they are relatively minor, and the lift company has consistently provided excellent service. They have addressed issues quickly and efficiently, ensuring the lifts remain operational with minimal disruption. Most breakdowns were observed in Lift 1, but the service team handled these efficiently, and there's no cause for concern as all issues were resolved during maintenance.

6.5 Major Component Repairs

There are no recorded scheduled major repairs. The lack of significant repair work on the lifts' major components since their 2000 installation necessitates a critical evaluation of their maintenance strategy. Major components like motors, brakes, drive systems, and control panels typically require periodic maintenance to address wear and tear and ensure optimal functionality.

The absence of documented repairs could lead to unexpected failures, reduced efficiency, and potential safety risks. It is imperative that lift maintenance providers conduct a comprehensive inspection to assess the condition of these components, identify overlooked issues, and establish a regular maintenance schedule. This proactive approach will enhance the lifts' reliability, extend their lifespan, and ensure compliance with safety standards.

6.6 Planned Parts Replacement

Regularly replacing minor moving parts as part of the lift contractor's "Preventative Maintenance" planning is crucial for maintaining elevators' continuous and safe operation. These components, such as rollers, bearings, and belts, are essential for smooth operations and are prone to wear and tear. Scheduled replacements help prevent more significant issues.

While there is no evidence lift reliability has been compromised, continuing vigilant maintenance practices is vital. Regular assessments to ensure correct adjustment and timely replacement of these parts are necessary to maintain alignment with operational standards, enhance lift reliability and efficiency, and ensure safety compliance. This proactive maintenance approach reduces the risk of unexpected breakdowns.

6.7 Component Maintenance

No.	Equipment	Lift 1	Lift 2	Lift 3	Lift 4	Lift 5
1	Machine, Brakes,	✓	✓	✓	✓	✓
2	Gearbox, Thrust, Oils	✓	✓	✓	✓	✓
3	Controller, Drive, Fuses	✓	✓	✓	✓	✓
4	Wiring – Controller, Machine Room	✓	✓	✓	✓	✓
5	Lift Car – Top of Car, Safety Gear, Guide Shoes/Rollers.	✓	✓	✓	✓	✓
6	Car Buttons and Indicators, Alarm and Lighting	✓	✓	✓	✓	✓
7	Car Doors – Operator, Guides	✓	✓	✓	✓	✓
8	Landing Doors – Locking Mechanisms, Guides, Cords	✓	✓	✓	✓	✓
9	Landing Buttons and Indicators	✓	✓	✓	✓	✓
10	Pit Equipment	✓	✓	✓	✓	✓

All components have been thoroughly inspected to confirm that the quality of the installation aligns with the manufacturer's specifications.

7 Equipment Operational Lifecycle

The lift at 178-180 Livingstone Road, Marrickville, NSW is 7 years old and operates with modern technology that is still well within its expected lifespan of around 20 years. While the system continues to perform reliably, regular maintenance and timely updates are important to prevent potential mechanical issues as the lift approaches the middle of its lifespan. Proper care and attention will help maintain its efficiency and safety over the years to come.

Area	Component	Lift 1	Lift 2	Lift 3	Lift 4	Lift 5
Lift Motor Room	Controller & Drive	✓	✓	✓	✓	✓
	Machine and gearbox	✓	✓	✓	✓	✓
	Governor	✓	✓	✓	✓	✓
	The main circuit breaker panel	✓	✓	✓	✓	✓
	Compliance & safety items	✓	✓	✓	✓	✓
	Main hoisting ropes and Sheaves	✓	✓	✓	✓	✓
Shaft	Guide rails and shaft steelwork	✓	✓	✓	✓	✓
	Car and counterweight superstructure	✓	✓	✓	✓	✓
	Landing door panels	✓	✓	✓	✓	✓
	Landing door running gear	✓	✓	✓	✓	✓
	Ducting	✓	✓	✓	✓	✓
	Pit buffers	✓	✓	✓	✓	✓
	Pit compliance & safety items	✓	✓	✓	✓	✓
Lift Car	Top of car compliance & safety items	✓	✓	✓	✓	✓
	Car door operator	✓	✓	✓	✓	✓
	Door protection/scanners (compliance)	✓	✓	✓	✓	✓
	Car control panels and buttons	✓	✓	✓	✓	✓
	Car interior finishes and fixtures	✓	✓	✓	✓	✓
Landings	Landing indicators	✓	✓	✓	✓	✓
	Landing buttons	✓	✓	✓	✓	✓

It is critical to conduct a thorough assessment by qualified professionals to determine which parts need immediate replacement and to develop a strategic plan for phased upgrades or complete replacement. Proactive management of these outdated systems is essential to ensure they meet safety standards and function efficiently, thus extending their operational lifecycle safely and economically.

8 Australian Lift Regulations EN81 / AS1735 & BCA Compliance

Regulatory Items	Lift 1	Lift 2	Lift 3	Lift 4	Lift 5
Lift Controller	✓	✓	✓	✓	✓
Lift Main Hoisting Machine	✓	✓	✓	✓	✓
Lift Car External	✓	✓	✓	✓	✓
Lift Car Internal	✓	✓	✓	✓	✓
Lift System Wiring	✓	✓	✓	✓	✓
Lift Shaft	✓	✓	✓	✓	✓
Lift Pit	✓	✓	✓	✓	✓

The original equipment was designed, installed, and tested to adhere to the applicable codes and standards at installation, including revisions of the AS1735 Lift Code and the Building Code of Australia (BCA). This ensures that the lift installation remains fully compliant with all current standards and regulations.

9 SafeWork Australia and the Work Health and Safety (WHS) Act

In accordance with the Work Health and Safety (WHS) Act and Regulations, building owners have a legal duty of care to ensure the safety and well-being of all individuals who use or work within their premises. This responsibility requires a proactive and systematic approach to identifying, managing, and mitigating health and safety risks to the extent that is reasonably practicable.

Where it is not possible to fully eliminate risks, the law mandates that all necessary measures must be taken to minimise potential hazards as much as possible. Compliance with this framework is not merely a regulatory obligation—it serves as a critical safeguard against workplace injuries, accidents, and legal liabilities. SafeWork Australia provides clear guidelines for best practices, ensuring that building owners engage in continuous assessment, risk mitigation, and adherence to safety protocols.

By maintaining compliance with these regulations, owners demonstrate a commitment to creating a secure and legally compliant environment, protecting both the structural integrity of the property and the safety of all occupants, workers, and visitors.

10 Owners' Responsibilities and the Role of the Executive

Under Australian law, building owners bear full accountability for any risks associated with work conducted on their property. This legal responsibility extends to the Executive Committee or Strata Executive, who act on behalf of the owners and may be held individually liable in the event of an accident or non-compliance.

To mitigate legal risks and uphold their obligations, owners and their representatives must implement a structured safety management framework, ensuring that:

- Comprehensive risk assessments are conducted regularly.
- Safety protocols and control measures are effectively implemented.
- Essential safety documentation is maintained and up to date.
- Workplace hazards are proactively managed and rectified.

Failure to uphold these responsibilities can result in serious legal consequences, financial penalties, or reputational damage. By prioritising compliance, adopting best practices, and demonstrating due diligence, building owners not only protect themselves from liability but also foster a safer and more secure environment for all stakeholders.

11 Risk Management for Plant and Equipment

To ensure the safe operation of all in-service plant and equipment, building owners must develop a comprehensive Risk Management Plan (RMP) tailored to their facility. This plan should include a Hazard and Risk Analysis, systematically identifying potential risks and defining appropriate mitigation strategies.

Once hazards are identified, building owners must take prompt and decisive action to:

1. Eliminate risks where feasible.
2. Minimise and control hazards through engineered solutions, administrative measures, or safety enhancements.
3. Plan and budget for necessary safety improvements to ensure compliance while managing financial resources effectively.

If rectifying safety concerns requires significant investment, costs should be strategically phased over an appropriate timeframe without compromising regulatory compliance. Failing to manage plant and equipment risks adequately can lead to significant operational disruptions, legal liabilities, and safety breaches.

By adopting a structured, proactive approach, building owners ensure that their lift systems and associated equipment remain safe, efficient, and compliant with Australian workplace safety standards. This approach not only enhances operational longevity but also protects the well-being of building occupants, maintenance personnel, and contractors.

12 Tabulated Checklist of Hazard and Risk Items Associated with Lifts

The Australian Elevator Association Technical Committee has developed a comprehensive Hazard and Risk checklist, leveraging insights from major global codes and standards, notably EN81-80:2003. This meticulous preparation ensures that all significant risk issues identified by this standard are addressed. Additionally, the checklist has been tailored to include considerations unique to local conditions, providing a thorough and relevant evaluation tool for assessing elevator safety and compliance.

No.	Hazardous Situation – Lift 1 - 5	Action Required?		
		NO	YES	N/A
1	Presence of harmful materials	✓		
2	Drive system with inconsistent stopping/levelling accuracy.	✓		
3	No or inadequate control functions in case of fire.	✓		
4	Well enclosures with perforated walls.	✓		
5	Partially enclosed well with too low enclosure.	✓		
6	Inadequate locking devices on access doors to the well and pit.	✓		
7	Inadequate vertical surface below landing door sills.	✓		
8	Counterweight / balancing weight without safety gear in case of accessible spaces below the well.	✓		
9	No or inadequate partition of counterweight/balancing weight travel path	✓		
10	No or inadequate pit screen for several lifts in the same well.	✓		
11	No or inadequate partition for several lifts in the same well.	✓		
12	Insufficient safety spaces in headroom and pit.	✓		
13	Unsafe pit access.	✓		
14	No or inadequate stopping devices in the pit or the pulley room.	✓		
15	No or inadequate access to the lift well and pit.	✓		
16	No or inadequate lighting of the well, pit or top of the car.	✓		
17	No alarm system in the pit and on the car roof.	✓		
18	No or unsafe means of access to the machine and pulley room.	✓		
19	Slippery floor in machine or pulley room.	✓		
20	Insufficient clearances in the machine room.	✓		
21	No or inadequate protection on different levels in the machine pulley room.	✓		
22	Inadequate lighting in the machine or pulley room.	✓		
23	Inadequate means of handling equipment.	✓		

Tabulated Checklist of Hazard and Risk Items Associated with Lifts (Continued)

No.	Hazardous Situation – Lift 1 - 5	Action Required?		
		NO	YES	N/A
24	Perforate landing doors and car doors			✓
25	Inadequate design of landing door fixings			✓
26	Inadequate glass in doors			✓
27	No or inadequate protection against dragging of fingers on sliding car or landing doors with glass			✓
28	No or inadequate lighting on landings	✓		
29	No or inadequate protective devices on power-operated doors	✓		
30	Unlocking of landing door without a special tool	✓		
31	Well enclosure with perforate walls near door locks	✓		
32	No automatic closing device on sliding doors	✓		
33	Inadequate fire resistance of landing doors	✓		
34	Large car area in relation to rated load	✓		
35	Inadequate length of car apron	✓		
36	Unsafe locking of car roof trap door	✓		
37	Insufficient strength of car roof	✓		
38	No or inadequate fall protection on the car roof	✓		
39	Insufficient ventilation in car, shaft and machinery space.	✓		
40	Inadequate lighting in the car	✓		
41	No or inadequate backup lighting in the car	✓		
42	No or inadequate protection means on sheaves, pulleys, and sprockets against injury.	✓		
43	No or inadequate protection against rope/chains leaving the sheaves, pulleys or sprockets.	✓		
44	No or inadequate protection means on sheaves, pulleys or sprockets against the introduction of objects.	✓		
45	No or inadequate safety gear and over-speed governor on electric lifts	✓		
46	No or inadequate slack rope switch for the governor rope	✓		
47	No protection means against ascending car over-speed on traction drive lifts with a counterweight.	✓		
48	Inadequate design of lift machine for electric lifts	✓		
49	Protection of hydraulic lifts against freefall, excessive speed and creeping			✓

Tabulated Checklist of Hazard and Risk Items Associated with Lifts (Continued)

No.	Hazardous Situation – Lift 1 - 5	Action Required?		
		NO	YES	N/A
50	No or inadequate buffers.	✓		
51	No or inadequate final limit switches.	✓		
52	There is a large gap between the car and the wall facing the car entrance.	✓		
53	Excessive distance between the car door and landing door.	✓		
54	No or inadequate emergency operation system.	✓		
55	There is no shut-off valve.			✓
56	No independent starting contactors			✓
57	No or inadequate slack rope/chain device			✓
58	No run-time limiter			✓
59	No or inadequate low-pressure device			✓
60	Insufficient protection against electric shock and marking of electrical equipment; missing notices	✓		
61	No or inadequate protection of the lift machine motor			✓
62	No lockable main and auxiliary switches	✓		
63	No protection against phase reversal	✓		
64	No or inadequate inspection control station and stopping device on the car roof	✓		
65	No or inadequate communication system between the machine room and the car	✓		
66	No or inadequate load control on the car	✓		
67	Missing notices, markings, and operating instructions	✓		
68	The lift well has no unsafe means of access to machinery space, landings, and control equipment.	✓		
69	No or unsafe means of access to landings, machinery, and control equipment located in enclosures alongside the lift well	✓		
70	No remote control or adequate access is available to governors located in the lift well.	✓		
71	Poor condition of the caisson.			✓
72	The condition of the ram and oil seals in hydraulic lifts is poor.			✓
73	Passenger lifts have vertical bi-parting doors.			✓
74	Residual current devices (RCD) are not fitted to light and power circuits.	✓		
75	Socket outlets are not provided in the machinery space, on top of the car, or in the lift pit.	✓		
76	Access for persons with disability not provided	✓		

13 Disability Discrimination Act

The Disability Discrimination Act has existed for many years and does not differentiate between existing or new buildings. In considering any new or upgrade work associated with a non-compliant installation, building owners must comply with the act as far as possible. In this respect, we highlight the following items:

Facilities for Persons with Disabilities – Lift 1 to 5		Comply		
No.	Code	Yes	No	N/A
D1a	Lift car size (min 1400mm x 1400mm)	✓		
D1b	If the car is undersized, is the Auxiliary Car Operating Panel installed	✓		
D2	Lift car opening (min 900mm)	✓		
D3	Car flooring should be firm and slip-resistant	✓		
D4	Lift car doors have electronic door protection.	✓		
D5	Lift doors timeout if held open (Nudging)	✓		
D6	Car walls and fixtures have no sharp edges, low glare and reflection.	✓		
D7a	A handrail located in the lift car	✓		
D7b	Handrail compliant (height, design, location)	✓		
D8a	Location of car operating buttons compliant	✓		
D8b	Design of the car operating buttons	✓		
D9	Access control mounted between 700mm and 1250mm.	✓		
D10	Automatic audible information (voice)	✓		
D11	Design and location of the car position indicator	✓		
D12a	Lift-car communication is hands-free.	✓		
D12b	Lift car communication is hands-free and has voice stamping.	✓		
D13	Lift car lighting < 100 lux at the 4 points and 50 lux at COP.	✓		
D14	Lift levelling + or – 12mm.	✓		
D15a	Location landing buttons are compliant.	✓		
D15b	Design of the landing buttons	✓		
D16	Lanterns and chimes for < 3 lifts (chimes two-tone)	✓		

14 NBN Roll Out – GSM Phone Requirements

The lift systems at 178-180 Livingstone Road, Marrickville, NSW, operate with a KONE proprietary dual GSM module, which is fully compliant with current emergency communication standards, including dual SIM capability, battery backup, and network redundancy. To future-proof the system, Equity recommends considering IoT-based remote monitoring if not already in place. This technology enables real-time diagnostics, automated fault detection, and predictive maintenance alerts, ensuring greater reliability and proactive issue resolution. If IoT monitoring is not currently integrated, engaging with the lift service provider to upgrade the GSM system would enhance safety, compliance, and emergency response capabilities.

No	"Are your Cellular Gateway Systems compliant with these requirements?"	YES	NO	TBA
1.	Gateway Device is non-proprietary to the supplier/provider.	✓		
2.	Dual Modem Capability.	✓		
3.	Dual SIM cards. Namely, Optus and Telstra as gateways.	✓		
4.	Battery backup is for a minimum period of two hours.	✓		
No	Choosing your new "Cellular Gateway Service Provider" Smartly:			
1.	Provide dual SIM cards.	✓		
2.	Provide dual sim cards at a flat rate rental fee.	✓		
3.	The provider will not charge for any calls or stolen card usage.	✓		
4.	Battery and network operations are remotely monitored and 24 hrs./7 days.	✓		
No	Choosing your "Cellular Gateway System" Installation Package Cost			
1.	Option to connect multiple lifts in the building's MDF Room.	✓		
2.	General Power Outlet with Residual Current Device Protection.	✓		
3.	If required, new communication cabling to the lift car is provided.	✓		
4.	New lift car autodialer phone.	✓		
5.	A booster antenna is needed if the signal is weak.	✓		
6.	Signal strength test certificate of the available wireless networks.	✓		
7.	Ongoing battery replacements included.	✓		
8.	Ongoing software/hardware updates provided (e.g. 3G-4G to 5G).	✓		
9.	Call out to faulty Cellular Gateway Units.	✓		
10.	Replacement of faulty Cellular Gateway Units included.	✓		

15 Capital Fund Provision Plan for KONE MonoSpace Elevators

15.1 Project Overview

- **Building Information:** Strata Plan 99426, 178-180 Livingstone Road, Marrickville, NSW
- **Number of Elevators:** 5 KONE MonoSpace
- **Lift Models:** KONE V3F16ES, KONE MX10
- **Year of Installation:** 2018
- **Technology Type:** Machine Room-Less (MRL) with KONE EcoDisc
- **Current Maintenance Provider:** KONE Elevators
- **Estimated Remaining Life Expectancy:** 12-17 years (based on a 20-25 year lifecycle)

15.2 Projected Capital Expenditure Timeline (2025–2045)

15.3 Short-Term (2025-2030)

Expected Maintenance & Minor Component Replacements:

- Control System Software Updates (2026-2028) - **\$10,000 to \$15,000** per lift
- Door Operator Overhaul (2027-2029) - **\$8,000 to \$12,000** per lift
- EcoDisc Encoder Replacement (2028-2030) - **\$5,000 to \$7,000** per lift
- Safety Enhancements & Compliance Adjustments (As Required) - **\$5,000** per lift

*Total Estimated Short-Term Budget (2025-2030): **\$125,000 to \$200,000** (5 lifts)*

15.4 Mid-Term (2030-2035)

Major Component Replacements & Modernization Planning:

- Main Hoisting Ropes Replacement (2030-2032) - **\$10,000 to \$15,000** per lift
- Traction Sheave and Bearing Replacement (2032-2034) - **\$12,000 to \$18,000** per lift
- MX10 Gearless Motor Refurbishment (2034-2035) - **\$20,000 to \$25,000** per lift
- Door Mechanism Upgrades (2032-2034) - **\$10,000** per lift
- Energy Efficiency Upgrades (LED, Smart Monitoring) - **\$5,000 to \$7,000** per lift

*Total Estimated Mid-Term Budget (2030-2035): **\$270,000 to \$375,000** (5 lifts)*

15.5 Long-Term (2035-2045)

Full Modernization or Major Component Replacement:

- Control System Upgrade to Next-Generation KONE System - **\$30,000 to \$40,000** per lift
- EcoDisc Motor & Drive Unit Replacement - **\$25,000 to \$35,000** per lift
- Full Lift Cab Interior Refurbishment - **\$15,000 to \$25,000** per lift
- Safety & Compliance Overhaul (New Safety Features, Fire Standards, Compliance Updates) - **\$8,000 to \$12,000** per lift

*Total Estimated Long-Term Budget (2035-2045): **\$500,000 to \$600,000** (5 lifts)*

15.6 Summary of Capital Fund Requirements

Timeframe	Estimated Cost Per Lift	Total Cost for 5 Lifts
2025-2030 (Minor Replacements)	\$25,000 to \$40,000	\$125,000 to \$200,000
2030-2035 (Major Components)	\$55,000 to \$75,000	\$270,000 to \$375,000
2035-2045 (Full Modernization)	\$100,000 to \$120,000	\$500,000 to \$600,000
Total Capital Reserve Needed	\$180,000 to \$235,000 per lift	\$900,000 to \$1,175,000 total

15.7 Key Recommendations

- 1. Immediate Reserve Planning:**
 - Allocate a capital fund starting with **\$125,000 - \$200,000** for the next 5 years.
- 2. Performance-Based Maintenance Audits:**
 - Conduct bi-annual audits to track component wear and system reliability.
- 3. Future Modernization Considerations:**
 - By 2035, evaluate full modernisation options versus major component replacements.
- 4. Risk Mitigation & Alternative Options:**
 - Consider predictive monitoring tools to optimise capital spending and detect early component failures.
- 5. Engagement with Lift Consultants:**
 - Engage a lift consultant for annual review meetings to align budget planning with real-time lift performance data.

15.8 Conclusion

The KONE MonoSpace system remains a highly efficient and reliable elevator system, but long-term capital planning is necessary to ensure continued performance, safety, and compliance. Based on projected costs, reserving funds now will mitigate financial strain and enable strategic modernisation investments as the lifts approach the end of their lifecycle.

Yours faithfully,

Equity Elevator Management Pty Ltd



Tim Steenkamp

Director - Lift Consultant

'Marrick & Co' 178-180 Livingstone Road, Marrickville

Preliminary Major Building Defects Report



Prepared for: Owners Corporation SP 99426
c/- SWAAB Lawyers

Date: 10 October 2025

Project No: 2834.202502

Report No: 52391a

Diagnostech Pty Ltd
Remedial Building Consultants

114 Christie Street
St Leonards, NSW 2065
P: +61 (2) 9906 3115
ABN: 57 100 253 683
Website: www.diagnostech.com.au



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'Marrick & Co' 178-180 Livingstone Road, Marrickville

Preliminary Major Building Defects Report

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Checker:	Dennis Stephenson
Approver:	Dennis Stephenson (Managing Director)



Table of Contents

1	Introduction	4
2	Scope and Methodology	6
3	Report Qualifications	8
4	Building Description	10
5	Document Review	13
6	Observations and Findings	15
7	Conclusion & Recommendations	49
	Appendix A – Letter of Instruction	50
	Appendix B – Building Defects Schedule	51
	Appendix C – Author’s CV	52
	Appendix D – Strata Plan	53

1 Introduction

Diagnostech Pty Ltd has been instructed by SWAAB Lawyers on behalf of the Owners of **Strata Plan 99426** to undertake an assessment of parts of the Class 2 residential building complex located at 178-180 Livingstone Road, Marrickville (**the Property**) encompassing street addresses from 174-180 Livingstone Road and 16-26 Lilydale Street and to prepare an '**Preliminary Major Defect Report**' outlining observable major building defects.

This report documents breaches of the statutory warranties implied by the Home Building Act Part 2C Section 18B and breaches of the home building regulations in relation to the Property.

The property was constructed by Mirvac Constructions Pty Ltd (**the Builder**) and is 6 years and 4 months old, based on the Strata registration date, 14th of June 2019.

Initial site inspections were undertaken on the 30th of April and 1st of May 2025 by Hugo Rudd (**the Author**), Victor Heng, and Puneet Sharma of Diagnostech Pty Ltd.

Our engagement is limited to inspection of all accessible common areas and specific sole occupancy units (lots) nominated by the Owners and the Strata Management.

The following lots were nominated by the Owners and Strata Management to be inspected;

2, 4, 7, 8, 10, 14, 17, 21, 24, 26, 29, 31, 33, 34, 37, 39, 40, 42, 46, 47, 48, 49, 53, 57, 59, 62, 65, 67, 72, 73, 76, 78, 80, 81, 82, 83, 84, 85, 86, 87, 88, 91, 92, 94, 96, 97, 98, 99, 102, 104, 108, 110, 112, 114, 119, 120, 122, 124, 125, 126, 128, 130, 132, 136, 137, 139, 141, 145, 146, 147, 149, 153, 158, 159, 160, 162, 163, 165, 166, 167, 168, 169, 170, 171, 172, 174, 175, 178, 180, 182, 183, 184, 187, 189, 190, 191, 192, 193, 197, 200, 202, 204, 205, 208, 210, 212, 213, 215, 217, 218, 221, 222, 223, and 224.

We were granted access to inspect 88 lots of the total 114 residential lots nominated, representing approximately 77% of the nominated lots, or approximately 39% of the total 225 Lots under the Strata Plan.

Following our initial inspections, 38 individual potential defects were identified to both lots and common property which required further investigation to properly substantiate the nature of the defects.

Further investigations were undertaken between the 22nd of September and 10th of October 2025 by Hugo Rudd of Diagnostech and Terry Young of Harbourside Plumbing Services.

For the purpose of this report, I note that our assessment was limited to a visual inspection from accessible areas only. The areas inspected included:

- Nominated Sole Occupancy Units (SOUs)(where access was granted);
- Common Areas (where accessible);
- Facades (inspected from ground and other vantage points);
- Rooftops (where safely accessible); and
- Basement carpark levels (Visitor level, B1 and B2.)

This report has been updated following the further investigations referenced above. Those items found not to be defects attributable to the Builder have been left in the Building Defects Schedule for clarity.

The attached **Building Defect Schedule (Appendix B)** individually details the findings of the visual inspections undertaken. This schedule documents the various categories of defects identified and includes the following information for each defect:

- Building area inspected e.g., Sole Occupancy Unit, Internal Common Area, Facade;
- Location e.g., Bedroom 1, Nth Elevation;
- Representative thumbnail photograph of the defect identified;
- Brief description indicating the manifestation and likely result of the observed defects;
- Cause of the defect (where known); and
- Suggested remedial works (where known).

Where insufficient evidence exists to make a clear determination about the likely underlying cause of a defect (or suspected defect), the recommended activities required to more clearly understand the nature and extent of the issues involved will be described, e.g., further investigation, local deconstruction.

Unless otherwise noted, the defects identified in this report are currently considered by the author to be attributable to the Builder of the property, subject to any further investigation or evidence coming to light.

Where further inspections and investigations are recommended, particularly those involving invasive and or destructive investigations, I consider that it would be prudent to include the Builder in the process to ensure transparency and to ensure any associated warranties are preserved.

2 Scope and Methodology

The scope of this preliminary major defect report is to identify and record defective construction within the building structure and fabric elements in accordance with our accepted fee proposal ref. 51754 dated 15th October 2024 and the “letter of instruction”.

Diagnostech representatives Hugo Rudd (**the author**), Victor Heng, and Puneet Sharma conducted visual inspections of the property with the purpose of identifying major building defects. Our inspection also incorporated an evaluation of defects reported to us by individual residents during our inspections.

Following our initial inspections and issue of report, some further investigations were conducted by way of water testing building elements, reviewing provided plans and documentation, and gaining access to concealed parts of the building.

Whilst all reported defects have been noted by Diagnostech, not all are considered to represent a potential ‘major defect’ by the Builder and therefore may not be included in this report.

The defect must comprise of a “major element” of a building. The major elements of a building is listed in Section 18E of the Home Building Act 1989 which includes:

- (a) an internal or external load-bearing component of a building that is essential to the stability of the building, or any part of it (including but not limited to foundations, footings, floors, walls, roofs, columns and beams), or
- (b) a fire safety system, or
- (c) waterproofing, or
- (d) any other element that is prescribed by the regulations as a major element of a building.

A major defect means:

- (a) A defect in the major element that causes or is likely to cause the following:
 - (i) the inability to inhabit or use the building (or part of the building) for its intended purpose, or
 - (ii) the destruction of the building or any part of the building, or
 - (iii) a threat of collapse of the building or any part of the building, or
- (b) a defect of a kind that is prescribed by the regulations as a major defect, or
- (c) the use of a building product (within the meaning of the Building Products (Safety) Act 2017) in a contravention of that Act

Defective construction discussed within this report focuses on defects that consequently result in one or more of the following criteria:

- Presents a safety hazard;
- Has an adverse effect on the structural integrity of building elements;
- Is likely to cause or has caused premature degradation of building elements and finishes;

- Has an adverse effect on the durability of building elements;
- Has an adverse effect on building user's amenity.

The findings of the various inspections have been compiled into a **Building Defects Schedule (Appendix B)**, that identifies specific defects. Note that where defects are so widespread or common to the complex and it is not practical to record each occurrence, these defects will be recorded in the Building Defects Schedule as being representative of the type and propensity of the observed defects to be systemic throughout the building.

This report summarises the various types of defects that are itemised in Appendix B - Building Defects Schedule. The identified defects and associated comments and recommendations have been recorded under major building element sections and various sub-sections to assist the Owners in the identification and the understanding of the extent and nature of the defects.

Note that defects in some areas inspected, particularly internal areas, may relate to other elements such as roofs, balconies, terraces and the like.

3 Report Qualifications

This report has been prepared for the exclusive use of the Owners Corporation of Strata Plan SP99426 in relation to the identification of Major Defects at the property for presentation to the Builder/Developer.

The report takes into account the particular instructions and requirements of our client. It is not intended for and should not be relied upon by any third party. No responsibility is undertaken by any third party.

This report does not intend to provide qualified comment on or address the following:

- Safety issues pertaining to access and egress.
- Adequacy of provisions for disabled or equitable access
- Toxic mould
- Occupational/ workplace health and safety issues
- The Building Code as it relates to planning compliance
- Pest or vermin infestation (e.g., termites, rodents etc)
- Hazardous materials or products (e.g., asbestos, lead, synthetic mineral fibres etc)
- Environmental issues
- Fire and life safety issues
- Building services including but not limited to:
 - Mechanical services
 - Electrical services
 - Hydraulic services
 - Vertical transportation services
 - Communication services
 - Security services

Some references to possible defects associated with the above disciplines may be included in the report, as I have a duty of care. Such references are made to flag potential issues that may require further inspection by other specialist consultants. These items are not intended to convey definitive or authoritative confirmation of defects.

Operational issues e.g., rubbish accumulation, have not been assessed and are not recorded in this report.

No detailed calculations or quantitative assessments of the adequacy or compliance of the building with past or current design codes were carried out in the course of the inspections described herein, nor were any enquiries made of statutory authorities in connection with the existing services on site.

Assessment of the structure and building envelope was carried out where possible, however where the structure and facade elements are hidden by finishes, ceilings and other coverings, the assessment is largely based on visually accessible areas only.

Where the report references typical defects throughout the property, not all incidents are shown photographically.

Photographs taken during the inspection process were all taken by Diagnostech consultants using Canon PowerShot SX620 HS cameras Nikon S7000 cameras, Android phones, and Apple I-Phones in high resolution. Images have been modified in file size only for the purpose of inclusion in this report. Original high-resolution versions of all photo files are maintained in Diagnostech records and can be made available upon request.

Protimeter electronic moisture meters have been used to record relative moisture content in various substrates where this was considered relevant and of assistance in recording water penetration defects.

This report is limited to represent a 'snap shot in time' and does not purport to cover latent defects or defects which have not yet manifested.

This report does not include any legal advice.

This report does not include any estimation of costs that may be applicable to the necessary rectification of the recorded building defects.

4 Building Description

The following outline description of the building structure and fabric is intended to provide sufficient technical information to assist in understanding the terms and elements described in this report.

The following building description is based on visual observations and our review of provided building plans combined with assumptions about some concealed materials and construction details.

The premises comprises of a Class 2 residential development with 2 wholly new buildings denoted as A (two components A1 and A2), B, and a conversion of an existing two storey brick cottage into multiple tenancies listed as C. The premises are bounded to the east by Lilydale Street, the north by residential housing and Hospital Lane, the west by Livingstone Road, and the south by Marrickville Library and Pavillion. These compass orientations will be used for ease of reference within this report.

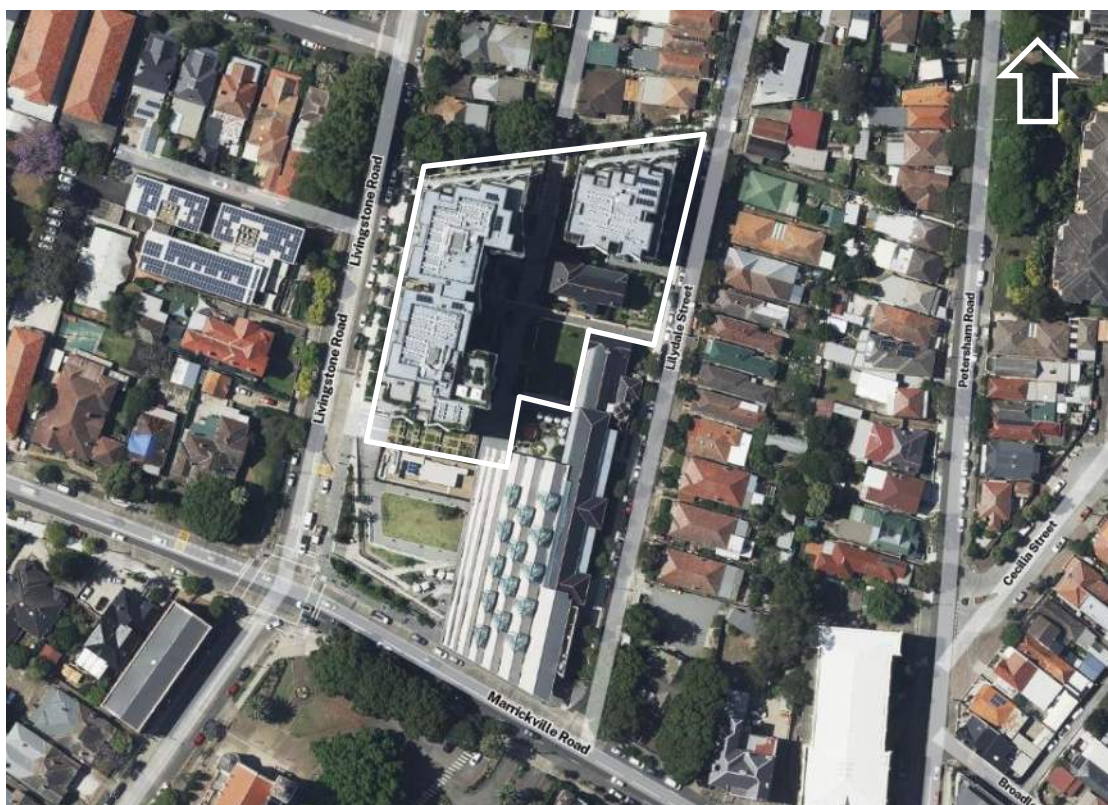


Figure 1: Map Data Google Earth

The address of the property is shown on the registered Strata Plan as 178 – 180 Livingstone Road, however Building A exists from 174-180 Livingstone Road, Building B from 18-26 Lilydale Street, and Building C at 16 Lilydale Street. A copy of the Registered Strata Plan is appended to this report for ease of reference.

Building A, located from 174 to 180 Livingstone Road is afforded pedestrian access via either Livingstone Road, or the centrally located common areas to it's east. Building A consists of two semi adjoined buildings denoted as A1 and A2 on the Strata Plans. Building A1 is collectively referred to as 180 Livingstone Road and contains 86 SOUs, and A2 as 178 Livingstone Road containing a further 82 SOUs. Access to the carparking

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Strata Plan 99426

levels is via a driveway from Livingstone Road at the southern end of the property. This driveway shares access with the parking facilities associated with the Library. Building A features 10 full above ground levels, with Ground Level partially below ground due to the topography of the site containing the visitor parking and access to the Ground Level Units. Two further full levels of resident parking exist below. Access to Building B is via a footpath from Lilydale Street. It features 9 above ground levels with 55 SOUs and two levels of parking below adjoining Building A. Building C is accessible via Lilydale Street and consists of an existing historic two storey brick masonry cottage sub divided into two SOUs. For the purposes of this report, little attention will be given to Building C as no defects attributable to the Builder were identified in the course of our inspections.

Whilst no as-built documentation has been provided for review outside of the 'General Arrangement' plans, it is understood that the building structure comprises reinforced concrete floor slabs supported by conventionally reinforced columns and beams that transpose loads vertically to the reinforced concrete raft slab foundation, with the subterranean levels utilising contiguous piling techniques to the perimeter.

The roof coverings to Buildings A and B comprise reinforced concrete slabs with falls to internal drainage mechanisms, and a liquid applied waterproofing membrane offering protection to the building from stormwater. The roof spaces house an array of air conditioning units, solar panels, and mechanical ventilation equipment.

Facades comprise a combination of precast concrete panels, lightweight CFC cladding with some tiled features to the lower western elevation and brick masonry utilised to the lower eastern elevation. Aluminium framed glazing is utilised throughout.

All Sou's featured either balconies, terraces, or courtyards. The floor finishes consisted of either conventionally waterproofed, screeded, and direct tiled floor finishes, or conventional waterproofing with a pavers and pedestal system installed over. Fall protection was afforded by aluminium framed glass infill style balustrades and or solid concrete/blockwork parapets.

Internal finishes within the sole occupancy units typically comprise of painted plasterboard walls and ceilings. Floor coverings in kitchens were typically ceramic tiles with carpets in bedrooms, tiles in laundries and wet areas, and a combination in the living areas.

Kitchens generally comprise of engineered stone benchtops with polyurethane coated cabinetry.

Bathrooms comprise of ceramic floor and wall tiles that extend from floor to ceiling. They are typically fitted out with contemporary vitreous porcelain sanitary ware. We note that the drainage configuration to the bathrooms is such that the shower and common area are not independently drained. The entire bathroom shares one drainage outlet. Some configurations feature a grated strip drain parallel to the shower screen, and others perpendicular. In those bathrooms with the drainage oriented parallel to the shower screen, a gap has been left beneath the shower screen to allow water from the common area of the bathroom to drain beneath the shower screen. Many residents complain of water bypassing the drain and exiting the shower via this gap. Whilst the drainage is technically compliant, we consider this configuration to be poorly conceived, as it defeats the purpose of having a shower screen to prevent water spilling into the common area of the bathroom.

Ground floor lobbies to the building are finished with tiles. Internal walls are a combination of wallpaper, panelling, and painted plaster wall linings. Ceilings generally comprised square set painted plaster linings. The internal residential floor level common

areas generally comprise painted plasterboard walls and ceilings, with carpeted floor finishes.

Fire stairs and passenger lifts are arranged approximately centrally to each building affording access and egress from each building.

The basement parking levels generally comprise unpainted concrete soffits and unsealed concrete floor slabs with painted line markings and directional signage. Perimeter wall finishes typically comprise of shot-creted contiguous piling with the perimeter walls drained at the lowest level.

Communal gardens at ground levels are provided centrally to Buildings A, B & C accessible from street levels. The gardens have a variety of planter boxes formed in different shapes and sizes, lawns, paved walkways.

5 Document Review

5.1 Introduction

The following relevant documents were made available for our review during the preparation of this report:

1. The Strata Plan;
2. Interim/Final Occupation Certificates;
3. Construction Certificates as follows:
 - (i) construction certificate no. 17/123855-1;
 - (ii) construction certificate no. 17/123855-2;
 - (iii) construction certificate no. 17/123855-3;
 - (iv) construction certificate no. 17/123855-4;
 - (v) construction certificate no. 17/123855-5;
 - (vi) construction certificate no. 17/123855-7;
 - (vii) construction certificate no. 17/123855-8;
 - (viii) construction certificate no. 17/123855-10;
 - (ix) construction certificate no. 17/123855-8MOD;
 - (x) construction certificate no. 17/123855-11MOD;
 - (xi) construction certificate no. 17/123855-9MOD; and
 - (xii) construction certificate no. 17/123855-8MOD3;
4. Development Consent Certificates:
 - (i) DA201600434;
 - (ii) DA201600434 Modified 2;
 - (iii) DA201600434 Modified 3;
 - (iv) DA201600434 Modified 3;
 - (v) DA201600434 Modified 4; and
 - (vi) DA201600434 Modified 5.
5. Expert Witness Code of Conduct/NCAT Procedural Direction No. 3;
6. Schedule of defects in respect of 2 year statutory warranty items;
7. General Arrangement Plans by Tonkin Zulaikha Greer;
8. Development Consent Stamped Plans by Tonkin Zulaikha Greer stamped 4th June 2025;
9. Fire Compartment Plans by Mirvac Design dated 31st January 2018;

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178-180 Livingstone Road, Marrickville 2204
Strata Plan 99426

10. Hydraulic Services Plans As Built by Smart Plumbing Solutions dated 30th July 2019; and
11. Mechanical Services Plans As Built by Shelmerdines Consulting Engineers dated 26th February 2019.

5.2 Relevant Information

5.2.1 Building Classification

The building has been classified under Part A3 of the Building Code of Australia as Class 2 – a building containing 2 or more sole occupancy units each being a separate dwelling and Class 7a - car park facilities.

5.2.2 Statutory Requirements and Reference Documents

A review of the provided certificates published by Mckenzie Group, all approvals and certificates generally predate the implementation of the 2016 Amendment 1 BCA, with some just beyond. There were no changes made in the Amended 2016 edition of the BCA which affect the scope of this report. This report has therefore relied upon the 2016 version of the Building Code of Australia, which was adopted in New South Wales on the 1st of May 2016, as being the relevant version applicable at the time of construction of the property.

On this basis, and for the purposes of assessing non-compliance with various statutory or advisory codes, standards and/or guides various referenced documents have been utilised including;

- Building Code of Australia 2016 - Volume One;
- AS 2047:2014. – Windows and External Glazed Doors in Buildings
- AS3500.3-2015 Plumbing and drainage – Stormwater drainage;
- AS3600-2009 Concrete structures;
- AS4654-2012 Parts 1 and 2 Waterproofing membranes for external above-ground use;
- NSW Fair Trading - Guide to Standards & Tolerances published in 2017 (NB: this edition covers building work and/or contracts for home building work entered into after 2012); and
- Home Building Act 1989 No 147 (NSW) as amended – on the premise that the construction of residential units at the property constitutes 'Residential Building Work' as defined in the Home Building Act and that residential building work was completed in 2019.

Whilst this report relies upon the abovementioned statutory and reference documents, we note particularly that this report does not offer legal advice.

6 Observations and Findings

Refer to Appendix B – Building Defects Schedule for specific details of identified defects.

6.1 Preamble and General Condition

Diagnostech found the building to be generally in a fair condition however a range of structural and fabric issues and defects were evident. The following sections include only those defects identified to require due consideration by the Builder under its statutory warranties.

The issues are categorised under the following sections:

- Sole Occupancy Unit Defects
- Common Area and Façade Defects
- Basement Carpark Defects

Which are further broken down into the following sub sections:

- Waterproofing / Water Ingress Related Defects
- Structural Defects
- Miscellaneous Defects, being those which do not readily fit in the categories above or of which the numbers of occurrences are too few to warrant their own sections.

The following sections summarise the following information in respect to the various categories of defect that constitute the recorded defects as per the Building Defects Schedule (Appendix B) i.e., for each defect category the following information is provided:

- General description of the defects included in the category.
- Loss or damage caused by the defects.
- Statutory warranty breaches in relation to the Home Building Act Part 2C Section 18B 'Warranties as to residential building work' (HBA)
- Statutory non-compliance references to support the substantiation criteria. Note that this primarily refers to the Building Code of Australia (BCA) and called up Australian Standards (AS), and the Office of Fair Trading "Guide to Standards and Tolerances" (OFT Guide).

Defect reference ID's will be in the format of either SOU for Sole Occupancy Unit, CA for Common Area, or CP for Carpark, followed by the building's alphabetical identifier as referenced from the Strata Plan where relevant, followed by that portion of the master schedules numerical identifier. For example, 'SOU.A2.0003' refers to the third consecutive Sole Occupancy Unit defect identified within Building A2 (178 Livingstone Road).

6.2 Sole Occupancy Unit Defects

Inspection of the nominated sole occupancy units revealed the following defects:

6.2.1 Water Penetration Defects

Isolated water ingress/egress defects were identified in the sole occupancy units. The recorded defects typically included:

- Water leaks identified associated with window and or door fenestrations;
- Water leaks from waterproofed external roofs, balconies, and planter boxes;
- Water leaks associated with cladding elements;
- Water leaks associated with internal plumbing failures; and
- Lack of or inadequate overflow provisions to external areas.

The cause(s) of the various water penetration issues for the most part could not be substantiated at the time of the inspection, therefore I suggest further investigations will be required.

We note that some identified water penetration defects have been rectified, and that for some of these, outstanding cosmetic damage and mould remediation remains unattended which will require completion by the Builder.

6.2.1.1 Resultant Loss

The recorded defects are considered to:

- Present a safety hazard;
- Have an adverse effect on the structural integrity of building elements by prolonged exposure of concealed structural elements to water for which they were not designed;
- Be likely to cause or has caused premature degradation of building elements and finishes resulting from prolonged exposure of internal finishes to water for which they were not designed;
- Have an adverse effect on the durability of building elements by way of long term exposure of structural elements to water leading to instances of corrosion and concrete spalling; and
- Have an adverse effect on building user's amenity by way of deterioration and damage to internal linings and the presence of mould.

6.2.1.2 Warranty Non-compliance

The author considers the recorded defects to be non-compliant with the following statutory requirements:

- HBA Part 2C clause 18B(a) breach: *'a warranty that the work will be done with due care and skill....'*;
- HBA Part 2C clause 18B(b) breach: *'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used...'*;

- HBA Part 2C clause 18B(c) breach: *'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.;* and
- HBA Part 2C clause 18B(e) breach: *'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'.*

6.2.1.3 Defect Substantiation

The author considers the recorded defects have been caused by one of, or a combination of, the following workmanship factors:

- Inadequate waterproofing and or flashing detailing to prevent water penetration around the door and window openings as required;
- Inadequate application of waterproofing to accommodate building movement;
- Inadequate flashing of façade elements;
- Inadequate flashing of façade elements abutting with windows;
- Inadequate preparation of substrates to accept waterproofing;
- Inadequate provision of overflow drainage;
- Inadequate joint sealing; and
- Inadequate protection of penetrations.

The defects also represent failures by the Builder to comply with:

- BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2:

'A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground.'

- BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Performance Requirement FP1.3:

'A drainage system for the disposal of surface water must –

(a) convey surface water to an appropriate outfall; and

(b) undue dampness or deterioration of building elements.'

- BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4:

'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause.

(a) unhealthy or dangerous conditions, or loss of amenity to occupants, and

(b) undue dampness or deterioration of building element.'

- BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: DEEMED-TO-SATISFY PROVISIONS F1.4 EXTERNAL ABOVE GROUND MEMBRANES:

'Waterproofing membranes for external above ground use must comply with AS 4654 Parts 1 and 2.'

- AS 2047 – SECTION 7 INSTALLATION; 7.2 INSTALLATION; 7.2.2 FLASHING:

'Flashing shall be incorporated into the building envelope where it is necessary— (a) to restrict water from entering into the interior of a building from the exterior; (b) to restrict water passing across a cavity to the inner leaf; or (c) to shed water through cladding to the outer face.'

- AS 4654.2 – SECTION 2 DESIGN AND INSTALLATION; 2.8 TERMINATION OF MEMBRANES; 2.8.3 DOORS AND WINDOWS ONTO EXTERNAL WATERPROOFED AREAS:

'For doors and windows onto external waterproofed areas, the following apply:

(a) Sub-sill flashings shall be included as part of the membrane system.

(b) Where the internal and external finished floor levels do not allow an upturn, the membranes shall be fixed under the sill and terminate into the stormwater system.'

- AS 4654.2 External Waterproofing Membranes for above ground use, Part 2 Design and Installation

It is the authors opinion that the recorded defect can be substantiated as valid building defects with reference to the following sections of the Guide to Standards and Tolerances (2017)

- Section 5 - Wall Cladding
 - Sub-section 5.1 Leaks in wall cladding: *'Completed wall cladding and accessories are defective, if they leak under normal weather conditions and are due to the Builder's workmanship, cause unhealthy or dangerous conditions, loss of amenity for occupants, undue dampness or deterioration of building elements.'*
- Section 14 – Wet areas, deck and balconies
 - a) Sub-section 14.4 Leaks in waterproof decks and balconies: *'Waterproof decks and balconies that leak are defective.'*
 - b) Sub-section 14.5 Waterproof decks and balconies substrate: *'Waterproof decks and balconies are defective if they are not constructed in accordance with the BCA and AS 4654.2.'*
- Section 19 - Windows and doors
 - Sub section 9.2 Weather-tightness of windows, doors and window and door frames: *'Window frame and door frame installations are defective if, due to the builder's workmanship, they leak or cause unhealthy or dangerous conditions, loss of amenity for occupants, undue dampness or deterioration of building elements. Windows and doors are defective if, when closed, they allow the entry*

of water. Water entry through doors is not defective if they are not intended to prevent water entry. For example, vehicle access doors. Windows and doors are defective if they are not sealed in accordance with the requirements of the Building Code of Australia, where required.'

6.2.1.4 Defects Schedule References

The following items are considered to fall within this defect category. Please refer to the Building Defects Schedule (Appendix B) for more comprehensive information relating to each item.

Schedule Ref:	Location	Defect Description	Actions
SOU.A1.0001	Building A1 Unit 108 Courtyard	Efflorescence leaching from base of planter box wall indicating a failure of the waterproofing membrane to the planter box.	Temporarily remove the privacy screens to the perimeter of the courtyard. Seal all mechanical fixing penetrations to the facade coating with a compatible product in accordance with the manufacturers guidelines. Remove the failed joint sealant from the horizontal and vertical joints around the wall panels. Install a backing rod. Reinstall the joint sealant as per manufacturers recommendations including and primers. After curing of the sealant, prepare and repaint the affected surfaces to the nearest architectural break to match existing finishes in accordance with the requirements of AS2311. Reinstall the privacy screens utilising shims beneath to create separation from the base plate to the wall to avoid the retention of water by capillary action. Alternatively both the base plates and associated fixings must be sealed utilising a flexible sealant to prevent water from becoming trapped beneath the base plates. This can only be done if the base plate is solid without penetration at the post.
SOU.A1.0002	Building A1 Unit 108 Courtyard	Efflorescence leaching from the partition wall to the neighbouring courtyard indicating a failure of the waterproofing to either the courtyards and or weatherproof coating afforded to the partition wall. This is the same as the previous item.	Temporarily remove the privacy screens to the perimeter of the courtyard. Seal all mechanical fixing penetrations to the facade coating with a compatible product in accordance with the manufacturers guidelines. Remove the failed joint sealant from the horizontal and vertical joints around the wall panels. Install a backing rod. Reinstall the joint sealant as per manufacturers recommendations including and primers. After curing of the sealant, prepare and repaint the affected surfaces to the nearest architectural break to match existing finishes in accordance with the requirements of AS2311. Reinstall the privacy screens utilising shims beneath to create separation from the base plate to the wall to avoid the retention of water by capillary action. Alternatively both the base plates and associated fixings must be sealed utilising a flexible sealant to prevent water from becoming trapped beneath the base plates. This can only be done if the

			base plate is solid without penetration at the post.
SOU.A1.0003	Building A1 Unit 109 Courtyard	Efflorescence leaching from the partition wall to the neighbouring courtyard indicating a failure of the waterproofing to either the courtyards and or weatherproof coating afforded to the partition wall.	Temporarily remove the privacy screens to the perimeter of the courtyard. Seal all mechanical fixing penetrations to the facade coating with a compatible product in accordance with the manufacturers guidelines. Remove the failed joint sealant from the horizontal and vertical joints around the wall panels. Install a backing rod. Reinstall the joint sealant as per manufacturers recommendations including and primers. After curing of the sealant, prepare and repaint the affected surfaces to the nearest architectural break to match existing finishes in accordance with the requirements of AS2311. Reinstall the privacy screens utilising shims beneath to create separation from the base plate to the wall to avoid the retention of water by capillary action. Alternatively both the base plates and associated fixings must be sealed utilising a flexible sealant to prevent water from becoming trapped beneath the base plates. This can only be done if the base plate is solid without penetration at the post.
SOU.A1.0004	Building A1 Unit 109 Bed 2 North East Corner	Evidence of water ingress associated with the bedroom window.	Remove the window. Conduct any necessary repairs to the sub sill and any associated water stops which may be present. Reinstall door set to ensure the requirements of Section F of the BCA and AS2047 are met. Following reinstallation, conduct spray test of window to verify the success of the repairs (suggested method AAMA 501.2-03). Provide test report to Owners. Repaint all affected internal surfaces in accordance with AS2311.
SOU.A1.0007	Building A1 Unit 407 Ceiling Adjacent Bedroom 1 Doorway	Water staining understood to have been associated with a leak which the resident reported as having been repaired. Damage to internal linings remain.	Repair and repaint plasterboard linings to the nearest architectural break.
SOU.A1.0010	Building A1 Unit 709	Louvre window to living room does not operate effectively with panels always remaining unsealed allowing for water and air infiltration.	Assess window components and repair or replace defective items to restore window to correct operating condition.
SOU.A1.0011	Building A1 Unit 902 Master Bedroom Balcony Door	Water ingress and associated damage identified to the south west corner of the master bedroom associated with the door sill to the balcony.	Request details of the dates, methodology, and products used in any repairs conducted to this window by the builder for record keeping purposes. Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal surfaces in accordance with AS2311. We recommend the resident continues to monitor the situation.
SOU.A1.0012	Building A1 Unit 902 Study Nook	Water ingress and associated damage identified to the southern balcony door at the study nook.	Remove the window. Conduct any necessary repairs to the sub sill, waterproofing terminations, and any associated water stops which may be present. Reinstall door set to ensure the

			requirements of Section F of the BCA and AS2047 are met. Following reinstallation, conduct spray test of window to verify the success of the repairs (suggested method AAMA 501.2-03). Provide test report to Owners. Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal surfaces in accordance with AS2311.
SOU.A1.0013	Building A1 Unit 1002 Master Bedroom	Water ingress and associated damage identified to the junction of the windows and balcony doors of the master bedroom.	Request details of the dates, methodology, and products used in any repairs conducted to this window by the builder for record keeping purposes. Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal surfaces in accordance with AS2311. We recommend the resident continues to monitor the situation.
SOU.A1.0014	Building A1 Unit 1003 Balcony South	A hole in the weather seal to the abutment of the concrete parapet wall and lightweight cladding at the southern end of the balcony allowing water ingress.	Remove existing sealant joint. Verify condition of associated flashing. Remediate flashing if required. Reseal joint in accordance with facade contractors specifications. Make good surrounding finishes as required.
SOU.A1.0015	Building A1 Unit 1003 Balcony North East Soffit	Blistering to the painted coating on the soffit at the north east corner indicating a failure of the rooftop waterproofing above.	Remove the damaged facade coating concealing the joint. Inspect and repair the flexible joint as required. Prepare and reapply the facade coating to nearest architectural break with overlaps onto existing coating as per manufacturers recommendations. Remove damaged soffit coating to the balcony. Prepare patch and repaint to match existing coating. All paint work to be done in accordance with the requirements of AS2311.
SOU.A2.0002	Building A2 Unit G01 Level 1 Balcony	No overflow afforded to upper balcony.	Install overflow provision to the balcony at height greater than the f.f.l. and primary drainage outlet and lesser than the waterproofing termination height at the balcony doors. Overflow is to be incorporated into the waterproof membrane system as per the requirements of AS4654.2.
SOU.A2.0003	Building A2 Unit G01 Ground Floor Courtyard	No overflow afforded to courtyard.	Install overflow provision to the balcony at height greater than the f.f.l. and primary drainage outlet and lesser than the waterproofing termination height at the balcony doors. Overflow is to be incorporated into the waterproof membrane system as per the requirements of AS4654.2.
SOU.A2.0004	Building A2 Unit G02 Ground Floor Courtyard	No overflow afforded to courtyard.	Install overflow provision to the balcony at height greater than the f.f.l. and primary drainage outlet and lesser than the waterproofing termination height at the balcony doors. Overflow is to be incorporated into the waterproof membrane system as per the requirements of AS4654.2.

SOU.A2.0005	Building A2 Unit G03 Ground Floor Courtyard	No overflow afforded to courtyard.	Install overflow provision to the balcony at height greater than the f.f.l. and primary drainage outlet and lesser than the waterproofing termination height at the balcony doors. Overflow is to be incorporated into the waterproof membrane system as per the requirements of AS4654.2.
SOU.A2.0007	Building A2 Unit 174 Living Room	Water staining to ceiling/bulkhead at south of living room.	Request details of the dates, methodology, and products used in any repairs conducted to this window by the builder for record keeping purposes. Prepare and repaint the bulkhead to the nearest architectural break and in accordance with the requirements of AS2311.
SOU.A2.0009	Building A2 Unit 201 Balcony Soffit	Blistering paint indicating water penetration from either the facade or balcony above. The waterproofing to the balcony of Unit 301/178 has failed.	Demolish existing tiles, bedding material and remove existing waterproofing and full height glazing to the Unit 301/178 balcony. Prepare surface, apply new sand and cement based screed with minimum 1:100 falls to drainage over the prepared substrate. Apply new waterproofing system to the balcony ensuring all termination details including around doors, perimeter walls, and overflows are done in accordance with AS4654.2. Apply new tiled finishes. Ensure compliance of existing door set and reinstall. If compliance cannot be verified, new door sets will be required for reinstallation. Prepare and repaint all affected surfaces to the Unit 301/178 balcony and Unit 201/178 balcony soffit in accordance with the requirements of AS2311 and to match existing finishes. Note: These works will require regulated designs under the D&BP Act.
SOU.A2.0010	Building A2 Unit 309 Bedroom 1	Evidence of water ingress associated with the head of the Bedroom 1 window in addition to mould to the carpet edging below.	Builder to provide dates, methodology, and products used in any repairs conducted to this window for record keeping purposes.
SOU.A2.0011	Building A2 Unit 403 Living Room	Evidence of water ingress associated with the living room window. Damp carpet and mould present to the carpet at the left hand side of the window as viewed internally.	Replace the failed gaskets to the window. Remove external head flashing. Inspect opening. Reinstall head flashing to ensure the requirements of Section F of the BCA and AS2047 are met. Following reinstallation, conduct spray test of window to verify the success of the repairs (suggested method AAMA 501.2-03). Provide test report to Owners. Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal surfaces in accordance with the requirements of AS2311.
SOU.A2.0012	Building A2 Unit 409 Living Room	Evidence of water ingress associated with the east facing living room window.	Request details of the dates, methodology, and products used in any repairs conducted to this window by the builder for record keeping purposes. Refix plasterboard lining to the framing. Patch, prepare and paint to the nearest

			architectural; break in accordance with the requirements of AS2311.
SOU.A2.0013	Building A2 Unit 410 Living Room	Evidence of water ingress associated with the living room window.	Remove the fixed panel of the balcony door assembly. Dismantle and reassemble with all joints appropriately sealed in accordance with the manufacturers original requirements. Reinstall fixed panel. Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal surfaces in accordance with AS2311. Following repair, conduct spray test of window to verify the success of the repairs (suggested method AAMA 501.2-03). Provide test report to Owners.
SOU.A2.0016	Building A2 Unit 506 Living Room	Louvred window panel is not engaged properly with its seal allowing for air and water infiltration.	Assess window components and repair or replace defective items to restore window to correct operating condition. Following repair, conduct spray test of window to verify the success of the repairs (suggested method AAMA 501.2-03). Provide test report to Owners.
SOU.A2.0017	Building A2 Unit 507 Bedroom 2	Evidence of water ingress associated with the northern corner of the bedroom 2 balcony doors.	Remove the Colorbond panel and assess the water source from above. This may require localised flood testing of the balcony above. Based on the location of the water ingress, the balcony doors will require removal to remediate any deficiencies in the waterproofing termination and the installation of the sub sill and associated jamb members. We suggest that after removal, Diagnostech coordinate with the Builder to further assess any unidentified points of water ingress. Pending the outcome of this inspection further works may be required. Upon repair, reinstall doors, remove and replace any water damaged or mould affected internal linings, and prepare and paint any affected internal surfaces in accordance with the requirements of AS2311. Following reinstallation, conduct spray test of window to verify the success of the repairs (suggested method AAMA 501.2-03). Provide test report to Owners.
SOU.A2.0018	Building A2 Unit 509 Living Room	Evidence of water ingress associated with the north east corner of the living rooms eastern window.	Prepare, patch, and paint water damaged plasterboard and timber skirting elements in accordance with the requirements of AS2311. Request details of the dates, methodology, and products used in any repairs conducted to this window by the builder for record keeping purposes.
SOU.A2.0019	Building A2 Unit 902 Bedroom 1	Evidence of water ingress with the north west corner wall of bedroom 1.	Remove door set to access and assess waterproofing termination. Repair waterproofing termination as required. Reinstall sub sill ensuring end caps are in good condition and properly sealed. Replace if required. Reinstall door set to ensure the requirements of Section F of the BCA and AS2047 are met. Following

			reinstallation, conduct spray test of window to verify the success of the repairs (suggested method AAMA 501.2-03). Provide test report to Owners. Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal surfaces in accordance with AS2311.
SOU.A2.0020	Building A2 Unit 902 Bedroom 2	Evidence of water ingress associated with the south west corner of the balcony doors.	Remove external panel. Assess all sarking, flashing, and joints. Repair as required and reinstate external linings. Following reinstallation, conduct spray test of facade elements and surroundings to verify the success of the repairs (suggested method AAMA 501.2-03). Provide test report to Owners. Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal and external surfaces in accordance with AS2311.
SOU.A2.0021	Building A2 Unit 903 Bedroom 2	Evidence of water ingress associated with the bedroom 2 north west window.	Request details of the dates, methodology, and products used in any repairs conducted to this window by the builder for record keeping purposes.
SOU.A2.0023	Building A2 Unit 1001 Balcony	Overflow outlet concealed by finished tile level.	Install overflow provision to the balcony at height greater than the f.f.l. and primary drainage outlet and lesser than the waterproofing termination height at the balcony doors. Overflow is to be incorporated into the waterproof membrane system as per the requirements of AS4654.2.
SOU.B.0003	Building B Unit G09 Balcony Soffit	Evidence of a leak associated with the planter box forming the soffit of Unit G09 associated with Unit 208 above at both ends of the Unit.	It is not envisaged that localised repair will be feasible and that comprehensive repairs will be needed requiring regulated designs be issued under the D&BPA Act. Remove the contents of the planter box. If possible, store plantings for reinstatement. Prepare the substrate and re waterproof the planter box in strict accordance with the requirements of AS4654.2 including all drainage and overflow details. Flood test the planter box for 24 hours prior to reinstatement of soil and plants and provide a report to the Owners. Reinstatement soil and plants following successful flood test.
SOU.B.0004	Building B Unit 205 Bedroom 1	Evidence of water ingress associated with the south east window of bedroom 1.	Request details of the dates, methodology, and products used in any repairs conducted to this window by the builder for record keeping purposes.
SOU.B.0005	Building B Unit 205 Kitchen	Water staining to kitchen ceiling.	Request details of the dates, methodology, and products used in any repairs conducted by the builder for record keeping purposes. Patch, prepare and paint the ceiling to the nearest architectural break in accordance with the requirements of AS2311.
SOU.B.0010	Building B Unit 402 Bedroom 2	Evidence of water ingress associated with the north east corner of the bedroom window.	Request details of the dates, methodology, and products used in any repairs conducted to this window by the builder for record keeping purposes.

			Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal surfaces in accordance with AS2311. We recommend the resident continues to monitor the situation.
SOU.B.0013	Building B Unit 607 Entry Way	Evidence of water damage to the ceiling directly above the laundry cupboard doors.	No action required by the Builder.
SOU.B.0014	Building B Unit 607 Living Room	Evidence of water ingress associated with the living room window.	Remove the window. Assess all components of the window and associated sub sill, jambs, head, and any other flashings which may be present. Replace any defective components and reinstall in accordance with the manufacturers recommendations and ensuring the requirements of Section F of the BCA and AS2047 are met. Following reinstallation, conduct spray test of window to verify the success of the repairs (suggested method AAMA 501.2-03). Provide test report to Owners. Remove and replace all water plasterboard in accordance with the requirements of AS589 and conduct mould removal as required. Repaint all affected internal surfaces to the nearest architectural break in accordance with the requirements of AS2311.
SOU.B.0015	Building B Unit 701 Balcony Upper Slab Edge	Evidence of efflorescence leaching from the waterproofing associated with the balcony of Unit 801 above.	Remove the drummy and loose render. Seal the balustrade posts to prevent water ingress to the hob via the posts. Prepare and render the exposed hob. Prepare patch and paint the newly rendered hob to the nearest architectural break and in accordance with the requirements of AS2311. Ensure the balustrade posts are effectively sealed to the new painted coating.
SOU.B.0017	Building B Unit 702 Balcony	Balcony overflow drain concealed by finished floor level of the tiles.	Install overflow provision to the balcony at height greater than the f.f.l. and primary drainage outlet and lesser than the waterproofing termination height at the balcony doors. Overflow is to be incorporated into the waterproof membrane system as per the requirements of AS4654.2.

6.2.2 Structural Defects

Defects identified within this section relating to the building structure include:

- Incidents of corroding exposed ferrous material associated with concrete elements of the building.

The corrosion of ferrous elements exposed to the concrete elements results from either inadequate concrete cover to reinforcing members during construction and or poor cleaning of the formwork prior to concreting leaving exposed wire tails and the like exposed to the surface.

6.2.2.1 Resultant Loss

The recorded defects are considered to:

- Have caused premature degradation of building elements and finishes;
- Have an adverse effect on the durability of building elements by way of early evidence of corrosion ultimately leading to concrete spalling;
- Have an adverse effect on the durability of building elements as localised corrosion leads to concrete spalling, and ultimate failure of the structural concrete elements;
- Have an adverse effect on building user's amenity by cosmetic deterioration of the building.

6.2.2.2 Warranty Non-compliance

The author considers the recorded defects to be non-compliant with the following statutory requirements:

- HBA Part 2C clause 18B(a) breach: *'a warranty that the work will be done with due care and skill....; and*
- HBA Part 2C clause 18B(c) breach: *'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.*

6.2.2.3 Defect Substantiation

The author considers the recorded defects have been caused by one of, or a combination of; the following workmanship factors:

- Poor detailing of the steel reinforcing structure within the reinforced concrete elements;
- Inadequate concrete cover afforded to steel elements; and
- Inadequate preparation prior to concreting works taking place.

The defects also represent failures by the Builder to comply with:

- BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2:

'A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground.'

- BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1:

‘A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.’

- BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: DEEMED-TO-SATISFY PROVISIONS: B1.4: DETERMINATION OF STRUCTURAL RESISTANCE OF MATERIALS AND FORMS OF CONSTRUCTION:

‘The structural resistance of materials and forms of construction must be determined in accordance with the following, as appropriate:

(a) Concrete:

(i) Concrete construction (including reinforced and prestressed concrete): AS3600.’

6.2.2.4 Defects Schedule References

The following items are considered to fall within this defect category. Please refer to the Building Defects Schedule (Appendix B) for more comprehensive information relating to each item.

Schedule Ref:	Location	Defect Description	Actions
SOU.A1.0005	Building A1 Unit 202 Balcony Overflow	Exposed steel reinforcement located in the overflow slot of the balcony hob corroding.	Break out concrete, remove corroded ferrous material, treat with zinc rich primer (minimum 28%), patch using non shrink repair mortar. Reinstate waterproof membrane at repair location.
SOU.B.0006	Building B Unit 207 Balcony Soffit	Corrosion of ferrous material at surface of soffit due to inadequate concrete prep or reinforcement coverage.	Break out concrete, remove corroded ferrous material, treat with zinc rich primer (minimum 28%), patch using non shrink repair mortar. Reinstate painted coating to the soffit to match the existing to the nearest architectural break.
SOU.B.0007	Building B Unit 305 Balcony Soffit	Corrosion of ferrous material at surface of soffit due to inadequate concrete prep or reinforcement coverage.	Break out concrete, remove corroded ferrous material, treat with zinc rich primer (minimum 28%), patch using non shrink repair mortar. Reinstate painted coating to the soffit to match the existing to the nearest architectural break.
SOU.B.0009	Building B Unit 307 Balcony Soffit	Corrosion of ferrous material at surface of soffit due to inadequate concrete prep or reinforcement coverage.	Break out concrete, remove corroded ferrous material, treat with zinc rich primer (minimum 28%), patch using non shrink repair mortar. Reinstate painted coating to the soffit to match the existing to the nearest architectural break.
SOU.B.0012	Building B Unit 605 Balcony Soffit	Corrosion of ferrous material at surface of soffit due to inadequate concrete prep or reinforcement coverage.	Break out concrete, remove corroded ferrous material, treat with zinc rich primer (minimum 28%), patch using non shrink repair mortar. Reinstate painted coating to the soffit to match the existing to the nearest architectural break.

6.2.3 Miscellaneous Defects

The defects identified within this section are those which the limited occurrences do not warrant being categorised otherwise. The recorded defects included:

- Balustrade defects;
- Ground subsidence;
- Reported excessive noise associated with internal services;
- An obstructed gate not allowed to open due to its location;
- Deterioration of façade elements;
- Carpet installation; and
- Shower screen installation.

We recorded one instance of balustrade deterioration involving displacement of the system components.

A number of complaints by residents were made in relation to excessive noise being heard from concealed pipework. In one instance, two neighbouring Units made the same observation about the same services riser.

These items will require some further investigation to properly describe. Isolated instances of deteriorating façade elements were noted associated with the lightweight cfc cladding used on the buildings.

One instance of over length carpet grip strip spikes penetrating through carpet was noted.

We recorded one instance of a shower screen's vertical frame filling with water which would slowly be released onto the bathroom floor.

We observed two instances of subsiding earth to the ground floor courtyards of Building A2 which were later found to be planter boxes which have been converted to trafficable areas post building completion.

6.2.3.1 Resultant Loss

The recorded defects are considered to:

- Present a safety hazard;
- Have an adverse effect on the structural integrity of building elements;
- Have an adverse effect on the durability of building elements;
- Have an adverse effect on building user's amenity.

6.2.3.2 Warranty Non-compliance

The author considers the recorded defects to be non-compliant with the following statutory requirements:

- HBA Part 2C clause 18B(a) breach: *'a warranty that the work will be done with due care and skill....'*;

- HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used...';
- HBA Part 2C clause 18B(c) breach: '*a warranty that the work will be done in accordance with, and will comply with, this or any other law*'; and
- HBA Part 2C clause 18B(e) breach: '*a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling*'.

6.2.3.3 Defect Substantiation

The author considers the recorded defects have been caused by one of, or a combination of the following workmanship factors:

- Poor installation of balustrade end capping;
- Inadequate acoustic protection afforded to services;
- Poor set out of building elements;
- Inadequate protection and installation of façade elements;
- Incorrect materials selected for carpet installation; and
- Poor shower screen installation.

The defects also represent failures by the Builder to comply with:

- BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1:

'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.'

- BCA SECTION D ACCESS AND EGRESS – PART DP1:

'Access must be provided, to the degree necessary, to enable –

(a) People to –

... (ii) approach the building from any accessible associated building ...'

- BCA SECTION D ACCESS AND EGRESS – PART DP2:

'So that people can move safely to and within a building, it must have –

... (b) any doors installed to avoid risk of occupants –

(i) Having their egress impeded; or

(ii) Being trapped in the building...

...(c) any stairways and ramps with –

... (iv) landings where a door opens from or onto a stairway or ramp so that the door does not create an obstruction...'

- BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4:

'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause.

(a) unhealthy or dangerous conditions, or loss of amenity to occupants, and

(b) undue dampness or deterioration of building element.'

6.2.3.4 Defects Schedule References

The following items are considered to fall within this defect category. Please refer to the Building Defects Schedule (Appendix B) for more comprehensive information relating to each item.

Schedule Ref:	Location	Defect Description	Actions
SOU.A2.0001	Building A2 Unit G01 Courtyard	Natural ground concealed beneath synthetic turf is subsiding. Diagnostech attended to investigate this defect on 22/09/2025.	No action required. Not a Builder's defect.
SOU.A2.0006	Building A2 Unit G03 Ground Floor Courtyard	Natural ground concealed beneath synthetic turf is subsiding.	No action required. Not a Builder's defect.
SOU.A1.0006	Building A1 Unit 202 Balcony Balustrade	Balcony balustrade missing end cap with glazing gasket protruding leading to instability of the glazed barrier system.	Remove and reinstall glass panel and replace end cap to retain glazing rubber.
SOU.A1.0008	Building A1 Unit 601 Study	Resident reported sounds of water dripping coming from services bulkhead in south east corner of study.	No action required by Builder at this time. This is currently considered a maintenance issue.
SOU.A1.0009	Building A1 Unit 705 Balcony	Wall lining on balcony delaminating from framework and evidence of corrosion from behind the lining.	Remove delaminated panel and assess structure behind. Repair structure as required and reinstate facade panel. Seal the joints and paint to match existing coating to nearest architectural break.
SOU.A2.0008	Building A2 Unit 174 Ground Floor Courtyard	Gate does not fully open without fouling on the stair riser.	A narrower gate is to be installed in place of the existing gate to allow full opening of the gate. All surrounding finishes affected by the works are to be made good including any render, paint work, tiling, and waterproofing.
SOU.A2.0014	Building A2 Unit 903 Entry	Resident advised that there is a leak associated with the bathroom affecting Unit 806 below. The resident of Unit 806 was not available to verify at the time of inspection.	Remove the water damaged and mould affected plasterboard. Replace the plasterboard and set all joints in accordance with AS2589. Prepare and paint the ceiling below in accordance with the requirements of AS2311.
SOU.A2.0015	Building A2 Unit 410 Kitchen	Carpet edging grip strip spikes can be felt through the carpet at the threshold of the hallway to the kitchen tiles.	Conduct inspection of the carpeted areas of the Unit to identify if any other locations are affected. Locally remove carpet to affected areas and replace grip strips with alternative versions featuring shorter length tacks more suitable to the thickness of carpet installed.
SOU.B.0001	Building B Unit G01 Services Riser	Resident reported noise from pipes associated with services riser	No Action required by the Builder.

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178-180 Livingstone Road, Marrickville 2204
Strata Plan 99426

		corresponding with reports from neighbouring Unit 24.	
SOU.B.0002	Building B Unit 24 Services Riser	Resident reported noise from pipes associated with services riser corresponding with reports from neighbouring Unit G01. This is the same as the previous item.	No Action required by the Builder.
SOU.B.0008	Building B Unit 305 Balcony Riser	Corrosion of corner trim to riser resulting from inadequate protection of ferrous material.	Remove corroded corner setting bead and replace with PVC bead. Set corner using suitably water resistant setting compound and repaint panels to match the existing finish and to the nearest architectural break.
SOU.B.0011	Building B Unit 506 Bathroom	Water accumulating in sub frame of shower screen and leaking out following water source being removed.	Seal shower screen in accordance with the requirements of AS3740.
SOU.B.0016	Building B Unit 701 Balcony Wall	Damage to the CFC panel forming around a mechanical fixing to the external cladding.	Repair damage to panel and repaint the panel to match the existing finish.
SOU.B0018	Building B Unit 702 Services	Residents report being able to hear water running in pipes.	No action required by the Builder.

6.3 Common Property Defects

6.3.1 Water Penetration Defects

Isolated water ingress/egress, waterproofing, and facade coating defects were identified to the common areas. The recorded defects included:

- Water ingress around access/egress doors;
- Failed planter box waterproofing;
- Instances of efflorescence leaching between abutting building elements including into fire stairs;
- Instances of water penetration causing blisters behind façade coatings; and
- Isolated failure of rooftop waterproofing.

In most cases, the incidence of water ingress associated with external doors requires no further investigation as it's cause could be readily identified due to the drainage and sill details situated beneath the effected fenestrations.

It is recommended that where suspected planter box waterproofing failures have been identified that further investigations are undertaken to confirm the source and exact location of the leaks.

Instances of efflorescence were noted emanating from beneath external paving and between reinforced concrete elements. Water ingress was noted beneath walls from externally paved areas, in one case leading to ponding water in the centrally located car park fire stairs. Both this defect, and the water ingress associated with the external door openings result from a combination of poor waterproofing details to the abutments of different building elements and lacking drainage provisions to the external hard landscaped areas with the pavement falling toward the building.

The façade coating to the parapet wrapping around the Building B rooftop was noted to have large blisters holding water at numerous locations indicating a failure of the coating.

Isolated delamination and cracking of the waterproof membrane was observed to the rooftop of Building B.

6.3.1.1 Resultant Loss

The recorded defects are considered to:

- Present a safety hazard by way of water entering internal pedestrian trafficable areas including the fire stairs;
- Have an adverse effect on the structural integrity of building elements by prolonged exposure of concealed structural elements to water for which they were not designed;
- Be likely to cause or has caused premature degradation of building elements and finishes resulting from prolonged exposure of internal finishes to water for which they were not designed;
- Have an adverse effect on the durability of building elements by way of long term exposure of structural elements to water leading to instances of corrosion and concrete spalling; and

- Have an adverse effect on building user's amenity by way of deterioration and damage to internal linings and the presence of mould.

6.3.1.2 Warranty Non-compliance

The author considers the recorded defects to be non-compliant with the following statutory requirements:

- HBA Part 2C clause 18B(a) breach: *'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract';*
- HBA Part 2C clause 18B(b) breach: *'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new';*
- HBA Part 2C clause 18B(c) breach: *'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and*
- HBA Part 2C clause 18B(e) breach: *'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'.*

6.3.1.3 Defect Substantiation

The author considers the recorded defects to have been caused by one of, or a combination of; the following workmanship factors:

- Inadequate waterproofing details to door openings and concrete elements;
- Inadequate drainage to hard landscaped areas external to the building;
- Inadequate waterproofing details to prevent the occurrence of excess efflorescence;
- Inadequate coating of the façade;
- Inadequate waterproofing preparation to the Building B rooftop.

The defects also represent failures by the Builder to comply with:

- BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1:

'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.'

- BCA SECTION D ACCESS AND EGRESS – PART DP2:

'So that people can move safely to and within a building, it must have –

... (b) any doors installed to avoid risk of occupants –

(iii) Having their egress impeded; or

(iv) Being trapped in the building...'

- BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2:

'A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground.'

- BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4:

'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause.

(a) unhealthy or dangerous conditions, or loss of amenity to occupants, and

(b) undue dampness or deterioration of building element.'

- BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: DEEMED-TO-SATISFY PROVISIONS F1.4 EXTERNAL ABOVE GROUND MEMBRANES:

'Waterproofing membranes for external above ground use must comply with AS 4654 Parts 1 and 2'.

- BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Performance Requirement FP1.3:

'A drainage system for the disposal of surface water must –

(c) convey surface water to an appropriate outfall; and

(d) undue dampness or deterioration of building elements.'

- AS 2047 – SECTION 7 INSTALLATION; 7.2 INSTALLATION; 7.2.2 FLASHING:

'Flashing shall be incorporated into the building envelope where it is necessary— (a) to restrict water from entering into the interior of a building from the exterior; (b) to restrict water passing across a cavity to the inner leaf; or (c) to shed water through cladding to the outer face'.

- AS 4654.2 – SECTION 2 DESIGN AND INSTALLATION; 2.8 TERMINATION OF MEMBRANES; 2.8.3 DOORS AND WINDOWS ONTO EXTERNAL WATERPROOFED AREAS:

'For doors and windows onto external waterproofed areas, the following apply:

(c) Sub-sill flashings shall be included as part of the membrane system.

(d) Where the internal and external finished floor levels do not allow an upturn, the membranes shall be fixed under the sill and terminate into the stormwater system.'

It is the authors opinion that the recorded defect can be substantiated as valid building defects with reference to the following sections of the Guide to Standards and Tolerances (2017)

- Section 14 – Wet areas, deck and balconies

a) Sub-section 14.4 Leaks in waterproof decks and balconies: *'Waterproof decks and balconies that leak are defective.'*

- b) Sub-section 14.5 Waterproof decks and balconies substrate: *'Waterproof decks and balconies are defective if they are not constructed in accordance with the BCA and AS 4654.2.'*

6.3.1.4 Defects Schedule References

The following items are considered to fall within this defect category. Please refer to the Building Defects Schedule (Appendix B) for more comprehensive information relating to each item.

Schedule Ref:	Location	Defect Description	Actions
CA.A1.0001	Building A1 Rooftop North Eastern Corner Above Unit 1003	Water identified beneath the membrane coating to the parapet wall coupled with pinholes in the membrane possibly associated with water damage witnessed to the corresponding location of the soffit of Unit 1003's balcony below.	The location of the waterproofing failure should be isolated. The membrane should then be locally removed and reinstated in accordance with the manufacturers specifications and to comply with the requirements of AS4654.2.
CA.A1.0002	Building A1 Ground Level Adjacent North Eastern Fire Escape Unit 109 Balcony	Efflorescence in wall joint indicating potential failure of the Unit 109 courtyard waterproofing membrane. Weatherproofing of the wall has failed.	Remove the failed joint sealant from around the wall panel. Install a backing rod. Reinstall the joint sealant as per manufacturers recommendations including and primers. After curing of the sealant, prepare and repaint the affected surfaces to the nearest architectural break to match existing finishes in accordance with the requirements of AS2311.
CA.A1.0003	Building A1 Ground Floor Eastern Building Entry Planter Box South of Entry Stairs	Efflorescence leaching from the base of the planter box indicating a failure of the planter boxes waterproof membrane.	Remove the failed joint sealant from around the full perimeter of the planter box. Install a backing rod. Reinstall the joint sealant as per manufacturers recommendations including and primers. After curing of the sealant, prepare and repaint the affected surfaces to the nearest architectural break to match existing finishes in accordance with the requirements of AS2311.
CA.A2.0001	Building A2 Level 10 Southern Link Doorway	Water ingress identified at the sill of the aluminium framed door associated with a lack of water shedding or drainage mechanism to the external landing.	Create water stop at door sill and correct falls to external landing so water drains away from door sill. All works to be incorporated with the associated external waterproof membrane in accordance with AS4654.2 where applicable.
CA.A2.0003	Building A2 Level 3 Southern Link Doorway	Water ingress identified at the sill of the aluminium framed door associated with a lack of water shedding or drainage mechanism to the external landing.	Create water stop at door sill and correct falls to external landing so water drains away from door sill. All works to be incorporated with the associated external waterproof membrane in accordance with AS4654.2 where applicable.
CA.A2.0004	Building A2 Ground Level Eastern Entry Doorway	Water ingress identified at the sill of the aluminium framed door associated with a lack of water shedding or drainage mechanism to the external landing.	Create water stop at door sill and correct falls to external landing so water drains away from door sill. If this is not possible, introduce grated strip drain to the threshold. All works to be incorporated with the associated external waterproof membrane in accordance with AS4654.2.

CA.A2.0005	Building A2 Ground Level Eastern Carpark Fire Escape Door External Stairs	Efflorescence leaching from stair to wall abutment and tracking beneath wall into staircase associated with a failure of the waterproofing detail between the elements.	Remove abutting tiles and screed and repair waterproofing membrane to comply with the requirements of AS4654.2. Reinstall finishes.
CA.A2.0006	Building A2 Ground Level Eastern Carpark Fire Escape Landing	Water ingress identified at the sill of the aluminium framed door associated with a lack of water shedding or drainage mechanism to the external landing.	Create water stop at door sill and correct falls to external landing so water drains away from door sill. If this is not possible, introduce grated strip drain to the threshold. All works to be incorporated with the associated external waterproof membrane in accordance with AS4654.2.
CA.A2.0007	Building A2 Ground Level Building A Eastern Entry Stairs	Efflorescence leaching from beneath the tiled concrete stairs associated with either failure of the waterproof membrane system or inadequate detailing of the membrane system.	We recommend destructive on-site investigations are completed.
CA.B.0001	Building B Level 2 North Eastern Planter Box	Leaching from base of planter box indicating a failure of the waterproof membrane to the planter box internally.	It is not envisaged that localised repair will be feasible and that comprehensive repairs will be needed requiring regulated designs be issued under the D&BPA Act. Remove the contents of the planter box. If possible, store plantings for reinstatement. Prepare the substrate and re waterproof the planter box in strict accordance with the requirements of AS4654.2 including all drainage and overflow details. Flood test the planter box for 24 hours prior to reinstatement of soil and plants and provide a report to the Owners. Reinstall soil and plants following successful flood test.
CA.B.0002	Building B Rooftop Eastern Central Drainage Outlet	Evidence of isolated waterproof membrane delamination around the drain.	The membrane should be locally removed and reinstated in accordance with the manufacturers specifications and to comply with the requirements of AS4654.2.
CA.B.0003	Building B Rooftop Southern Recess Parapet Walls	Water filled blisters behind the facade coating to the walls forming the southern recess above the top floor balcony indicating a failure of the wall coating.	The damaged facade coating should be locally removed and the substrate allowed to dry. The wall section should then be prepared for coating in accordance with the procedures stipulated in AS2311. An elastomeric coating should then be applied to the top and both internal and external; face of the wall to the nearest control joint and or architectural break to ensure continuity of the face sealed system. Works should generally comply with the requirements of AS2311 and AS4654. All works should be done in accordance with the product manufacturers recommendations.
CA.B.0004	Building B Rooftop Southern Parapet Wall Overflow	Water filled blisters behind the facade coating above and surrounding the southern central overflow outlet indicating a failure of the wall coating.	The damaged facade coating should be locally removed and the substrate allowed to dry. The wall section should then be prepared for coating in accordance with the procedures stipulated in AS2311. An elastomeric coating should then be applied to the top and both internal and external; face of the wall to the nearest control joint and or architectural break to ensure

			continuity of the face sealed system. Works should generally comply with the requirements of AS2311 and AS4654. All works should be done in accordance with the product manufacturers recommendations.
CA.B.0005	Building B Rooftop South End of West Facing Parapet External	Water filled blisters behind the facade coating to the western elevation indicating a failure of the wall coating.	The damaged facade coating should be locally removed and the substrate allowed to dry. The wall section should then be prepared for coating in accordance with the procedures stipulated in AS2311. An elastomeric coating should then be applied to the top and both internal and external; face of the wall to the nearest control joint and or architectural break to ensure continuity of the face sealed system. Works should generally comply with the requirements of AS2311 and AS4654. All works should be done in accordance with the product manufacturers recommendations.
CA.B.0006	Building B Rooftop South End of West Facing Parapet Internal	Water filled blisters behind the facade coating to the internal side of the western elevation indicating a failure of the wall coating.	The damaged facade coating should be locally removed and the substrate allowed to dry. The wall section should then be prepared for coating in accordance with the procedures stipulated in AS2311. An elastomeric coating should then be applied to the top and both internal and external; face of the wall to the nearest control joint and or architectural break to ensure continuity of the face sealed system. Works should generally comply with the requirements of AS2311 and AS4654. All works should be done in accordance with the product manufacturers recommendations.
CA.B.0007	Building B Rooftop North End of West Facing Parapet External	Water filled blisters behind the facade coating to the western elevation indicating a failure of the wall coating.	The damaged facade coating should be locally removed and the substrate allowed to dry. The wall section should then be prepared for coating in accordance with the procedures stipulated in AS2311. An elastomeric coating should then be applied to the top and both internal and external; face of the wall to the nearest control joint and or architectural break to ensure continuity of the face sealed system. Works should generally comply with the requirements of AS2311 and AS4654. All works should be done in accordance with the product manufacturers recommendations.
CA.B.0008	Building B Northern End of Rooftop Central Bay	Topping applied to the substrate has cracked and caused separation of the applied waterproof membrane.	Locally remove the membrane coating along the cracks. Grind out the cracks to a depth of 5mm and a width of 5mm. Fill the newly created chase with a semi flexible epoxy mortar. Prepare the surface and reapply waterproofing membrane in strict accordance with both

			AS4654.2 and the membrane manufacturers recommendations.

6.3.2 Structural Defects

Defects considered structural in nature to the common areas of the premises were very few and encompass the following;

- Cracking to a reinforced concrete wall panel; and
- Failure of the footings to the northern property boundary fences and gates.

A crack was noted to one of the reinforced concrete wall panels utilised at the northeastern corner of Building A which will require monitoring in accordance with the GTS&T to verify its status as a defect.

6.3.2.1 Resultant Loss

The recorded defects are considered to:

- Present a safety hazard as the footings to the gates have already failed and may lead to collapse;
- Have an adverse affect on the structural integrity of building elements as the footings have already failed and the cracked concrete panel may allow for water ingress which would ultimately lead to deterioration of the steel reinforcing elements and lead to failure;
- Be likely to cause or has caused premature degradation of building elements and finishes as the footings have already failed and the cracked concrete panel may allow for water ingress which would ultimately lead to deterioration of the steel reinforcing elements and lead to failure;
- Have an adverse effect on the durability of building elements as the footings have already failed and the cracked concrete panel may allow for water ingress which would ultimately lead to deterioration of the steel reinforcing elements and lead to failure; and
- Have an adverse effect on building user's amenity as in the case of Building B, the gates form a part of the emergency egress path from the carpark.

6.3.2.2 Warranty Non-compliance

The author considers the recorded defects to be non-compliant with the following statutory requirements:

- HBA Part 2C clause 18B(a) breach: *'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract';*
- HBA Part 2C clause 18B(b) breach: *'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new';*
- HBA Part 2C clause 18B(c) breach: *'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and*
- HBA Part 2C clause 18B(e) breach: *'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'.*

6.3.2.3 Defect Substantiation

The author considers the recorded defects to have been caused by one of, or a combination of; the following workmanship factors:

- Inadequate installation of footings to the affected fences and gates; and
- Inadequate provision of cracking control afforded to the concrete wall panel.

The defects also represent failures by the Builder to comply with:

- BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1:

‘A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.’

- BCA SECTION D ACCESS AND EGRESS – PART DP2:

‘So that people can move safely to and within a building, it must have –

... (b) any doors installed to avoid risk of occupants –

(v) Having their egress impeded; or

(vi) Being trapped in the building...’

- BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: DEEMED-TO-SATISFY PROVISIONS: B1.4: DETERMINATION OF STRUCTURAL RESISTANCE OF MATERIALS AND FORMS OF CONSTRUCTION:

‘The structural resistance of materials and forms of construction must be determined in accordance with the following, as appropriate:

(b) Concrete:

- (i) Concrete construction (including reinforced and prestressed concrete): AS3600.’*

- AS 3600 – SECTION 2 DESIGN PROCEDURES, ACTIONS AND LOADS; 2.3 DESIGN FOR SERVICEABILITY; 2.3.3 CRACKING; 2.3.3.1 GENERAL:

‘Cracking in concrete structures shall be controlled so that structural performance, durability and appearance of the structure is not compromised.’

6.3.2.4 Defects Schedule References

The following items are considered to fall within this defect category. Please refer to the Building Defects Schedule (Appendix B) for more comprehensive information relating to each item.

Schedule Ref:	Location	Defect Description	Actions
CA.A2.0008	Building A2 Level 2	Crack in concrete panel at Level 2 balcony.	In accordance with the guidelines set out in the NSW Guide to Standards and Tolerances, the crack should be

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178-180 Livingstone Road, Marrickville 2204
Strata Plan 99426

	Eastern Facade Northern End		monitored for a period of 12 months. If the crack remains a Category 2 or lower, the crack is considered not defective. If the crack increases above a Category 2 or a notable offset of more than 15mm in a 3m plane is detected, further action will be required.
CA.A2.0011	Building A2 North East Corner Boundary Fence and Gate	Inadequate provision of footings and mechanical fixing of the fence structure have left the structure unstable and not secure.	Remove fence and gate structure. Install a reinforced concrete strip footing of adequate dimension to support the structure. Refit the fence and gate structure and replace any damaged or non salvageable components.
CA.B.0009	Building B North West Corner Boundary Fence and Gate	Inadequate provision of footings and fixing of the fence structure have left the structure unstable and not secure. The gate affords emergency egress from the basement carpark.	Remove fence and gate structure. Install a reinforced concrete strip footing of adequate dimension to support the structure. Refit the fence and gate structure and replace any damaged or non salvageable components.
CA.B.0010	Building B North East Corner Boundary Fence and Gate	Inadequate provision of footings and fixing of the fence structure have left the structure unstable and not secure. The gate affords emergency egress from the basement carpark.	Remove fence and gate structure. Install a reinforced concrete strip footing of adequate dimension to support the structure. Refit the fence and gate structure and replace any damaged or non salvageable components.

6.3.3 Miscellaneous Defects

The defects identified within this section are those which the limited occurrences do not warrant being categorised otherwise. The recorded defects included:

- A failed aluminium framed glass door leading to restricted access and egress to and within Building A.
- Delaminated acoustic insulation panels to the rooftop of Building A2.

An aluminium door frame situated on the 3rd floor of Building A2 linking the building to A1 has failed and is restricting access and egress in addition to the latching mechanism falling out of alignment affecting security provisions.

The plant deck situated on the rooftop of Building A2 primarily housing air conditioning units is surrounded by a steel framed CFC clad structure utilising acoustic insulation panels affixed to the inside face of the CFC panels to afford acoustic protection to the plant equipment as required under the DA conditions. Two of these insulation panels have delaminated from the substrate and require replacement.

6.3.3.1 Resultant Loss

The recorded defects are considered to:

- Present a safety hazard by way of restricting access and egress from Level 3 of Building A2 in an emergency scenario;
- Have an adverse effect on the structural integrity of building elements as the door has failed;
- Be likely to cause or has caused premature degradation of building elements and finishes as the door has failed;
- Have an adverse effect on the durability of building elements as the door has failed; and
- Have an adverse effect on building user's amenity as the door has failed.

6.3.3.2 Warranty Non-compliance

The author considers the recorded defects to be non-compliant with the following statutory requirements:

- HBA Part 2C clause 18B(a) breach: *'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract';*
- HBA Part 2C clause 18B(b) breach: *'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new';*
- HBA Part 2C clause 18B(c) breach: *'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and*
- HBA Part 2C clause 18B(e) breach: *'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'.*

6.3.3.3 Defect Substantiation

The author considers the recorded defects to have been caused by one of, or a combination of; the following workmanship factors:

- Inadequate installation of a door; and
- Inadequate preparation and or adhesion of acoustic installation panels.

The defects also represent failures by the Builder to comply with:

- BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1:

‘A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.’

- BCA SECTION D ACCESS AND EGRESS – PART DP1:

‘Access must be provided, to the degree necessary, to enable –

(c) People to –

... (ii) approach the building from any accessible associated building ...’

- BCA SECTION D ACCESS AND EGRESS – PART DP2:

‘So that people can move safely to and within a building, it must have –

... (b) any doors installed to avoid risk of occupants –

(vii) Having their egress impeded; or

(viii) Being trapped in the building...

...(c) any stairways and ramps with –

... (iv) landings where a door opens from or onto a stairway or ramp so that the door does not create an obstruction...’

6.3.3.4 Defects Schedule References

The following items are considered to fall within this defect category. Please refer to the Building Defects Schedule (Appendix B) for more comprehensive information relating to each item.

Schedule Ref:	Location	Defect Description	Actions
CA.A2.0002	Building A2 Level 3 Southern Link Doorway	Door frame has dropped leaving door unable to open and door latch unable to be secured.	Realign door frame to fit the jamb and create clearance from the landing below and allow the latch to operate correctly.
CA.A2.0009	Building A2 Rooftop Northern Acoustic Barrier	Acoustic panel has delaminated from barrier.	Replace damaged delaminated acoustic panel using a suitable adhesive.
CA.A2.0010	Building A2 Rooftop	Acoustic panel has delaminated from barrier.	Replace damaged delaminated acoustic panel using a suitable adhesive.

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Strata Plan 99426

	Southern Acoustic Barrier		

6.4 Basement Carparks Defects

6.4.1 Water Penetration Defects

A number of water ingress issues were identified within the carpark structure situated beneath Buildings A and B which are not being managed by the installed stormwater drainage provisions which require attention. These defects generally include:

- Water ingress associated with construction joints, cold joints, and reinforced concrete slab infills;
- Leaking stormwater outlets;
- Uncontrolled water ingress through below grade walls;
- Localised cracking and water penetration to reinforced concrete slabs; and
- Water ingress beneath walls.

6.4.1.1 Resultant Loss

The recorded defects are considered to:

- Present a safety hazard by way of water ingress and ponding water leading to slip hazards;
- Have an adverse effect on the structural integrity of building elements by prolonged exposure of structural elements to water for which they were not designed;
- Be likely to cause or has caused premature degradation of building elements and finishes resulting from prolonged exposure of structural elements to water for which they were not designed;
- Have an adverse effect on the durability of building elements by way of long term exposure of structural elements to water leading to instances of corrosion and concrete spalling; and
- Have an adverse effect on building user's amenity by way of water damage to items stored in the carpark, efflorescence leaching on cars, and potential slip hazards due to ponding water.

6.4.1.2 Warranty Non-compliance

The author considers the recorded defects to be non-compliant with the following statutory requirements:

- HBA Part 2C clause 18B(a) breach: *'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and*
- HBA Part 2C clause 18B(c) breach: *'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.*

6.4.1.3 Defect Substantiation

The author considers the recorded defects to have been caused by one of, or a combination of; the following workmanship factors:

'Marrick & Co'
178-180 Livingstone Road, Marrickville 2204
Strata Plan 99426

- Inadequate waterproofing and detailing of construction joints, cold joints, and reinforced concrete slab infills;
- Inadequate waterproofing and or installation of stormwater drainage outlets;
- Inadequate control of cracking to reinforced concrete elements; and
- Inadequate waterproofing of wall to floor junctions.

The defects also represent failures by the Builder to comply with:

- BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1:

‘A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.’

- BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: DEEMED-TO-SATISFY PROVISIONS: B1.4: DETERMINATION OF STRUCTURAL RESISTANCE OF MATERIALS AND FORMS OF CONSTRUCTION:

‘The structural resistance of materials and forms of construction must be determined in accordance with the following, as appropriate:

(d) Concrete:

- (ii) Concrete construction (including reinforced and prestressed concrete): AS3600.’*

- BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2:

‘A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground.’

- BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP1.4:

‘A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause.

(a) unhealthy or dangerous conditions, or loss of amenity to occupants, and

(b) undue dampness or deterioration of building element’.

- BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: DEEMED-TO-SATISFY PROVISIONS F1.4 EXTERNAL ABOVE GROUND MEMBRANES:

‘Waterproofing membranes for external above ground use must comply with AS 4654 Parts 1 and 2’.

- BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Performance Requirement FP1.3:

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

(e) convey surface water to an appropriate outfall; and

(f) undue dampness or deterioration of building elements.’

- AS 3600 - SECTION 14 JOINTS; EMBEDDED ITEMS AND FIXINGS; 14.1 JOINTS; 14.1.4 JOINT FILLERS AND SEALANTS:

‘Material infill in a joint shall remain in place and deform in response to loading and movement without undergoing any change that will adversely affect the functionality of the joint. Such infills shall consist of either a joint filler or sealant (or both). Fillers may be inserted into a joint in a compressed condition either when the concrete is plastic or is in its hardened state.

A sealant shall be employed to provide weatherproofing, fire resistance, acoustic insulation, chemical resistance, prevention of deleterious material ingress or other function that cannot be imparted by a filler.

Joints shall be sealed or otherwise designed and detailed to prevent the entry of dirt or incompressible material into the joint which would detrimentally affect the joint movement or operation. Where loading across the joint is anticipated, the designer shall ensure the infill materials are of sufficient hardness and the concrete edges adequately protected, as appropriate, to prevent joint edge spalling.’

- AS 3600 – SECTION 2 DESIGN PROCEDURES, ACTIONS AND LOADS; 2.3 DESIGN FOR SERVICEABILITY; 2.3.3 CRACKING; 2.3.3.1 GENERAL:

‘Cracking in concrete structures shall be controlled so that structural performance, durability and appearance of the structure is not compromised.’

6.4.1.4 Defects Schedule References

The following items are considered to fall within this defect category. Please refer to the Building Defects Schedule (Appendix B) for more comprehensive information relating to each item.

Schedule Ref:	Location	Defect Description	Actions
CP.0001	Carpark Visitor Level Infill Slab Above Disabled Parking	Water ingress identified associated with the cold joint of the infill slab above the disabled parking bays. Installed catch trays and negative membrane inadequate with active leaks. Top side waterproofing has failed.	Remove hard landscaping elements concealing the cold joints above. Waterproof joints in accordance with the requirements of AS4654.2. Reinstate hard landscaping elements and make good all affected finishes.
CP.0002	Carpark Visitor Level North East Fire Exit	Water ingress beneath wall adjacent to fire exit door indicating a failure of the waterproof membrane externally.	The paved finishes to the area external to the wall are to be removed exposing the waterproof membrane. The waterproof membrane junction to the wall is to be rectified in accordance with the requirements of AS4654.2. Reinstate paving and make good affected finishes.
CP.0003	Carpark Visitor Level Western Boundary Visitor Parking	Active leak from storm water outlet situated above visitor parking bay.	Locate drainage outlet above and conduct a localised flood test. If the failure is identified to be associated with the waterproofing termination into the drain, take the existing waterproofing back to the substrate, prepare the surface, and re waterproof the termination in accordance with the waterproofing products directions and AS4654.2. If the failure is identified to

			be associated with the pipe work, replace the defective pipe work.
CP.0004	Carpark Visitor Level Lot 88 Parking Bay	Crack in slab above Lot 88 (western boundary) Parking Bay leaching efflorescence.	Remove hard landscaping elements concealing the waterproofing above. Remove existing waterproofing to parent substrate, prepare and re waterproof the external landing in accordance with the requirements of AS4654.2. Perform crack injection to the crack using a proprietary system in strict accordance with the manufacturers recommendations. Reinstall hard landscaping elements and make good all affected finishes.
CP.0005	Carpark Visitor Level Lot 76 Parking Bay	Active leak from storm water outlet situated above Lot 76 parking bay (western boundary).	Locate drainage outlet above and conduct a localised flood test. If the failure is identified to be associated with the waterproofing termination into the drain, take the existing waterproofing back to the substrate, prepare the surface, and re waterproof the termination in accordance with the waterproofing products directions and AS4654.2. If the failure is identified to be associated with the pipe work, replace the defective pipe work.
CP.0006	Carpark Visitor Level Fire Tank Room	Water leak from Fire Tank Room distributing uncontrolled water to the Visitor/B1 carpark ramp.	Either repair the existing water containment measures or introduce a new drain along the boundary wall plumbed into the existing car park drainage systems.
CP.0007	Carpark Visitor Level Street Level Ramp Soffit	Active water ingress from cold joint between the soffit of the street level driveway and abutting concrete structure.	Re detail the cold joint to the driveway in accordance with the requirements of AS3600.
CP.0008	Carpark B1 Base Of Street Level Ramp	Active water ingress from cold joint situated at the base of the street level driveway.	Re detail the cold joint to the driveway in accordance with the requirements of AS3600.
CP.0009	Carpark B1 Construction Joint Above Lot 171/212 Parking Bays	Active water ingress identified through the construction joint situated between 178 Livingstone and 18 Lilydale affecting trafficable areas and Lot 171 storage cage. Installed catch trays not effective. Top side waterproofing has failed.	Remove hard landscaping elements concealing the construction joint above. Detail and waterproof joint in accordance with the requirements of AS3600 and AS4654.2. Reinstall hard landscaping elements and make good all affected finishes.
CP.0010	Carpark B2 Construction Joint Above Lot 167/169 Parking Bays	Active water ingress identified through the construction joint situated between 178 Livingstone and 18 Lilydale affecting B2 parking level and Lot 169 storage cage resulting from waterproofing failure at ground level above. Joint sealant to construction joint at B1 has failed.	Remove existing jointing material. Re detail construction joint in accordance with the requirements of AS3600.
CP.0011	Carpark B2 Soffit above Lot 169 Parking Bay Storage Cage	Crack in slab above Lot 169 Parking Bay leaching efflorescence and allowing water ingress into storage cages.	Identify water source by investigation of drainage provisions and retaining walls above. Rectify drainage provisions to comply with AS3500.3. Perform crack injection to the crack using a proprietary system in strict accordance with the manufacturers recommendations.

7 Conclusion & Recommendations

In the opinion of the author, it is in the best interests of the Owners to work with the Builder to resolve the issues identified in this report.

In view of this, I suggest that this report be submitted to the Builder for his information, comment and subsequent action.

All necessary investigations have been completed to verify the presence and type of the defects discussed within this report. In some circumstances, some further assessment of underlying and or latent conditions may be required during remedial works after concealed areas are exposed and the proposed rectification scopes adjusted accordingly.

Where defects have been rectified prior to our attendance, we recommend the Builder provide details to the Owners of those repairs conducted for record keeping purposes. Where defects have been rectified prior to our attendance and incomplete or poor quality repairs have been made to the items of consequential damage (e.g. Mouldy carpet, paint blistering), we recommend the Builder return to complete the remediation as required.

Appendix A – Letter of Instruction

24 September 2024

ABN 71 028 846 652

Level 4, 20 Hunter Street
Sydney NSW 2000

T +61 2 9233 5544
F +61 2 9233 5400

swaab.com.au

The Directors
Diagnostech Consulting Pty Ltd
114 Christie Street
St Leonards NSW 2065

office@diagnostech.com.au

Dear Sirs

**The Owners – Strata Plan No. 99426 | Building Defects Claim – 178-180
Livingstone Road, Marrickville NSW 2204**

**Builder: Mirvac Constructions Pty Ltd ACN 003 353 713
Developer: Mirvac Projects Pty Ltd ACN 001 069 245**

We act for The Owners – Strata Plan No. 99426 located at the above address
(**Scheme**).

The Strata Plan was registered on 14 June 2019 and the Scheme comprises of
225 lots and is located 178-180 Livingstone Road, Marrickville (**the Property**).

Our request

- 1 The Scheme is seeking your fee proposal to conduct inspections at the Property to identify any Major Defects (excluding fire and life safety issues which are being inspected separately) in the common property of the Scheme prior to the expiry of the 6 year statutory warranty period (which expires on 8 July 2025 in respect of Buildings A and B and 11 June 2025 in respect of Building C) and the preparation of your report.
- 2 Please note that the builder and developer have rectified a number of defects notified prior to the expiry of the 2 year warranty period. You should familiarise yourself with these issues in the attached deed of settlement entered into between our client and the builder and developer so that you do not double up on the defects which may be identified during your inspections as Major Defects. We are currently assessing what issues, if any, remain outstanding from the 2 year Deed. If you wish to discuss any 2 year issues which may remain outstanding please advise.
- 3 Your fee proposal should include your costings for an inspection of any major defects in the common property of the Scheme broken up as follows:
 - (a) Stage 1 – 25% of the individual lots in the Scheme and all external common property areas;
 - (b) Stage 2 – 100% of the individual lots in the Scheme and all external common property areas; and

Contact

Helen Kowal
Partner

+61 2 9777 8321

hek@swaab.com.au

Contact

Jennifer Hold

Special Counsel

+61 2 9777 8338

jjh@swaab.com.au

Our ref

244304



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- (c) Stage 3A – subsequent to your inspections the preparation of a non-litigation compliant report with a separate breakdown of costs to convert the report to a litigation compliant report if required at a later date; or
 - (d) Stage 3B – subsequent to your inspections the preparation of a litigation compliant report (see further detail below) which includes your opinions for each identified defect as to why, in your opinions, the defect is a Major Defect as defined in the HBA.
 - (e) Stage 4 – your ongoing hourly rates should you be required to liaise with the builder and developer on site in respect of the identified Defects;
- 4 Your report may be used in a claim against the original builder and/or developer and/or home owners warranty insurer for a breach of statutory warranties for Major Defects under the *Home Building Act 1989 (HBA)*.
 - 5 Your report will be required as soon as possible but prior to December 2024 to allow the owners corporation time to negotiate with the builder and developer in respect of any identified Major Defects. If you have any difficulties meeting these timelines please advise.
 - 6 If you identify the need for further destructive investigations during the course of your inspections to determine whether a defect exists or to identify the cause of a defect, you should contact the Strata Manager to obtain approval from the Scheme for these further investigations and identify any additional costs for the destructive investigations.
 - 7 We will review your draft report and provide a formal legal brief for the final preparation of your report.

Background

- 8 The Scheme comprises of 225 residential lots in Building A, Building B and Building C of 'Marrick & Co' situated at the Property.
- 9 Interim Occupation Certificates were issued on:
 - (a) 8 July 2019 for part of the building – Residential Building B and associated landscaping, equipment and infrastructure, Building A lobby, residential basement car parking at 313-319 Marrickville Road, Marrickville NSW 2204 (Certificate No. 19/123855-13).
 - (b) 16 July 2019 for part of the building – Residential Building A and B and associated landscaping at 313-319 Marrickville Road, Marrickville NSW 2204 (excluding Building A Residential Apartments 10101-10103, 10105-10109, 20102-201203, 20105-20106, 10901, 10903, 10905-10906, 20901, 20903, 20905-20906, 21001, 210103, 21006, 10902, 11001-11003, 20101, 20902, 21002, 21005 and Building C (Certificate No. 19/123855-15).
 - (c) 31 July 2019 for part of the building – Residential Building A Apartments 10101-10103, 10105-10109, 20102-201203, 20105-20106, 10901, 10903, 10905-10906, 20901, 20903, 20905-20906, 21001, 210103, 21006, 10902, 11001-11003, 20101, 20902, 21002, 21005 and Residential Building C (also known as Lilydale House) and associated landscaping and Public Domain at 313-319 Marrickville Road, Marrickville NSW 2204 (Certificate No. 19/123855-16).

- 
- 10 The six year warranty period for the Scheme under the HBA for a breach of statutory warranties expires on 8 July 2025 for Building A and Building B and 12 June 2025 for Building C.
 - 11 The developer is Mirvac Projects Pty Ltd ACN 001 069 245 and the builder is Mirvac Constructions Pty Ltd ACN 003 353 713.
 - 12 There is no home owners warranty insurance cover.

Documents

- 13 The following documents are attached to assist you in your inspections and the preparation of your report:
 - (a) the Strata Plan;
 - (b) Interim/Final Occupation Certificates;
 - (c) Construction Certificates as follows:
 - (i) construction certificate no. 17/123855-1;
 - (ii) construction certificate no. 17/123855-2;
 - (iii) construction certificate no. 17/123855-3;
 - (iv) construction certificate no. 17/123855-4;
 - (v) construction certificate no. 17/123855-5;
 - (vi) construction certificate no. 17/123855-7;
 - (vii) construction certificate no. 17/123855-8;
 - (viii) construction certificate no. 17/123855-10;
 - (ix) construction certificate no. 17/123855-8MOD;
 - (x) construction certificate no. 17/123855-11MOD;
 - (xi) construction certificate no. 17/123855-9MOD; and
 - (xii) construction certificate no. 17/123855-8MOD3;
 - (d) Development Consent Certificates:
 - (i) DA201600434;
 - (ii) DA201600434 Modified 2;
 - (iii) DA201600434 Modified 3;
 - (iv) DA201600434 Modified 3;
 - (v) DA201600434 Modified 4; and
 - (vi) DA201600434 Modified 5.
 - (e) Expert Witness Code of Conduct/NCAT Procedural Direction No. 3 (referred to below).
 - (f) Schedule of defects in respect of 2 year statutory warranty items.
- 14 Should you require any further documentation relating to the development please advise and we will attempt to obtain it on your behalf.

Major Defects

The following definitions for 'major defect' in the HBA are provided:

"major defect" means:

- (a) *a defect in a major element of a building that is attributable to defective design, defective or faulty workmanship, defective materials, or a failure to comply with the structural performance requirements of the National Construction Code (or any combination of these), and that causes, or is likely to cause:*
 - (i) *the inability to inhabit or use the building (or part of the building) for its intended purpose, or*
 - (ii) *the destruction of the building or any part of the building, or*
 - (iii) *a threat of collapse of the building or any part of the building, or*
- (b) *a defect of a kind that is prescribed by the regulations as a major defect, or*
- (c) *the use of a building product (within the meaning of the Building Products (Safety) Act 2017) in contravention of that Act.*

Note : The definition of "major defect" also applies for the purposes of section 103B (Period of cover).

"major element" of a building means:

- (a) *an internal or external load-bearing component of a building that is essential to the stability of the building, or any part of it (including but not limited to foundations and footings, floors, walls, roofs, columns and beams), or*
- (b) *a fire safety system, or*
- (c) *waterproofing, or*
- (d) *any other element that is prescribed by the regulations as a major element of a building.*

Access to the Property

- 15 The Strata Manager will arrange access to the Property for the purpose of the inspections. Please contact the Strata Manager to arrange a convenient time for your inspections.

Strata Manager	Christopher Garner
Address	Bright & Duggan Property Group Unit 45/11 Underwood Rd, Homebush NSW 2140
Telephone	02 9902 7100
Email	Christopher.Garner@bright-duggan.com.au

Your report

- 16 You should be the sole author of the report, although another person may assist you to conduct the inspections if required. However, your opinions stated in your report should be your own.
- 17 Your report should identify:
- (a) any common property Major Defects in the individual lots and the external common property areas arising from residential

- 
- building works carried out by the builder in the original construction of the Property (**Defects**);
 - (b) the cause of the Defects;
 - (c) any breaches of statutory warranties under section 18B of the HBA;
 - (d) your opinions as to why the Defects are Major Defects as defined in the HBA; and
 - (e) a scope of works to rectify the Defects.

The purpose of your expert evidence

- 18 As an expert, and in the event Court/Tribunal proceedings are commenced by the Scheme, you will be asked to express opinions on certain matters for the benefit of the Court/Tribunal.
- 19 In order for the evidence of an expert to be of assistance to the Court, it is essential that it be independent, unbiased and based wholly or substantially on the expert's specialist knowledge. The specialised knowledge can arise out of training, study or experience.
- 20 Your opinions must be based, at least substantially, on your specialised knowledge. The facts upon which you state your opinion should be expressly stated. If your opinion is based on assumed facts, you must state this in your report.
- 21 An expert witness is required to adhere to the Expert Witness Code of Conduct set out in Schedule 7 to the *Uniform Civil Procedure Rules 2005* (NSW) and if in the NSW Civil and Administrative Tribunal NCAT Procedural Direction 3.
- 22 Your report, if you are briefed to prepare a litigation compliant report, must include an acknowledgment by you that you have been provided with a copy of the Expert Witness Code of Conduct set out in Schedule 7 to the *Uniform Civil Procedure Rules 2005* (NSW) and NCAT Procedural Direction 3 and you have read it and that you agree to be bound by it.
- 23 Your report should attach:
 - (a) a copy of this brief;
 - (b) a copy of the Expert Witness Code of Conduct and NCAT Procedural Direction (if relevant); and
 - (c) a copy of your up to date and detailed curriculum vitae setting out your relevant training, study or experience.
- 24 We will review your draft report before finalisation.

Confidentiality and privilege

- 25 You should keep all reports, documents and correspondence relating to this matter confidential.
- 26 These documents are confidential to the Owners Corporation and may be subject to a claim of legal professional privilege by the Owners Corporation at least until your report is served in any proceedings to be commenced by them.

Please provide your fee proposal at your earliest convenience. If you have any enquiries to allow you to issue your fee proposal please contact us.

Liability for costs

- 27 We note that you subject to your fee estimate to prepare your report, the owners corporation will rely on that estimate in instructing us to engage you if you are successful.
- 28 We request that if you are engaged, you are to let us know promptly if there is a significant change to your estimate of your total costs (including disbursements) and will be relying on you doing this to enable us to meet our continuing disclosure obligations to our client.
- 29 The Owners Corporation will be unable to pay any fees or other amounts significantly above those stated in your estimate unless:
- (a) we request you to carry out additional work; or
 - (b) you revise your estimate to us promptly after becoming aware that your estimate is likely to be exceeded, giving reasons for the change; and
 - (c) this note is a condition of our instructions and, if you accept our instructions, it is deemed included in any agreement in respect of costs we enter into with you for this matter.

Acceptance

- 30 In the event your fee proposal is accepted and you accept our client's retainer, we will need to confirm your acceptance by return letter as soon as possible.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Helen Kowal', with a large, sweeping flourish extending from the end of the signature.

Helen Kowal

Uniform Civil Procedure Rules 2005

Schedule 7 Expert witness code of conduct

1 Application of code

This code of conduct applies to any expert witness engaged or appointed—

- (a) to provide an expert's report for use as evidence in proceedings or proposed proceedings, or
- (b) to give opinion evidence in proceedings or proposed proceedings.

2 General duties to the Court

An expert witness is not an advocate for a party and has a paramount duty, overriding any duty to the party to the proceedings or other person retaining the expert witness, to assist the court impartially on matters relevant to the area of expertise of the witness.

3 Content of report

Every report prepared by an expert witness for use in court must clearly state the opinion or opinions of the expert and must state, specify or provide—

- (a) the name and address of the expert, and
- (b) an acknowledgement that the expert has read this code and agrees to be bound by it, and
- (c) the qualifications of the expert to prepare the report, and
- (d) the assumptions and material facts on which each opinion expressed in the report is based (a letter of instructions may be annexed), and
- (e) the reasons for and any literature or other materials utilised in support of each such opinion, and
- (f) (if applicable) that a particular question, issue or matter falls outside the expert's field of expertise, and
- (g) any examinations, tests or other investigations on which the expert has relied, identifying the person who carried them out and that person's qualifications, and
- (h) the extent to which any opinion which the expert has expressed involves the acceptance of another person's opinion, the identification of that other person and the opinion expressed by that other person, and
- (i) a declaration that the expert has made all the inquiries which the expert believes are desirable and appropriate (save for any matters identified explicitly in the report), and that no matters of significance which the expert regards as relevant have, to the knowledge of the expert, been withheld from the court, and
- (j) any qualification of an opinion expressed in the report without which the report is or may be incomplete or inaccurate, and
- (k) whether any opinion expressed in the report is not a concluded opinion because of insufficient research or insufficient data or for any other reason, and

- 
- (l) where the report is lengthy or complex, a brief summary of the report at the beginning of the report.

4 Supplementary report following change of opinion

- (1) Where an expert witness has provided to a party (or that party's legal representative) a report for use in court, and the expert thereafter changes his or her opinion on a material matter, the expert must forthwith provide to the party (or that party's legal representative) a supplementary report which must state, specify or provide the information referred to in clause 3(a), (d), (e), (g), (h), (i), (j), (k) and (l), and if applicable, clause 3(f).
- (2) In any subsequent report (whether prepared in accordance with subclause (1) or not), the expert may refer to material contained in the earlier report without repeating it.

5 Duty to comply with the court's directions

If directed to do so by the court, an expert witness must—

- (a) confer with any other expert witness, and
- (b) provide the court with a joint report specifying (as the case requires) matters agreed and matters not agreed and the reasons for the experts not agreeing, and
- (c) abide in a timely way by any direction of the court.

6 Conferences of experts

Each expert witness must—

- (a) exercise his or her independent judgment in relation to every conference in which the expert participates pursuant to a direction of the court and in relation to each report thereafter provided, and must not act on any instruction or request to withhold or avoid agreement, and
- (b) endeavour to reach agreement with the other expert witness (or witnesses) on any issue in dispute between them, or failing agreement, endeavour to identify and clarify the basis of disagreement on the issues which are in dispute.

NCAT Procedural Direction 3

EXPERT EVIDENCE

This Procedural Direction applies to:	Proceedings in which the rules of evidence apply. Proceedings in the Consumer and Commercial Division involving claims under the <i>Home Building Act 1989</i> (NSW) with a value greater than \$30,000. Proceedings in the Occupational Division for a “profession decision” as defined in cl 29(1) of Sch 5 to the NCAT Act. Any other proceedings in which the Tribunal directs that this Procedural Direction is to apply.
Effective Date:	28 February 2018
Replaces Procedural Direction:	NCAT Procedural Direction 3 (7 February 2014)
Notes:	You should ensure that you are using the current version of this Procedural Direction. A complete set of Procedural Directions and Guidelines is available on the Tribunal website at www.ncat.nsw.gov.au

Introduction

- 1 The Tribunal may rely on evidence from expert witnesses to reach a conclusion about a technical matter or area of specialised knowledge that is relevant to an issue to be determined in proceedings. It is important that experts’ opinions are soundly based, complete and reliable.
- 2 The Tribunal is bound by the rules of evidence in proceedings in exercise of its enforcement jurisdiction, proceedings for the imposition of a civil penalty in exercise of its general jurisdiction, proceedings under the Legal Profession Uniform Law (NSW) or *Public Notaries Act 1997* concerning a question of professional misconduct and any other proceedings where so required by the relevant enabling legislation (“Evidence Rules Proceedings”), see, for example, s 35, s 38(2) and (3) and Sch 5 cl 20 of the NCAT Act. In Evidence Rules Proceedings, it is appropriate to require expert evidence to be prepared and presented in a matter which seeks to ensure its admissibility and usefulness.
- 3 In proceedings where the Tribunal is not bound by the rules of evidence, the acceptability of expert evidence is a question of weight not admissibility. Nonetheless, if those proceedings involve complex or difficult expert issues, it is appropriate to require expert evidence to be

prepared and presented in a manner which seeks to ensure its usefulness.

- 4 For proceedings to which it applies, this Procedural Direction sets out a code of conduct for expert witnesses.

Compliance and Other Matters

- 5 The Tribunal may excuse a party or an expert witness from complying with this Procedural Direction before or after the time for compliance.
- 6 In Evidence Rules Proceedings, a failure to comply with the code of conduct may, depending on the circumstances, render the report or evidence inadmissible or adversely affect the weight to be attributed to that report or evidence.
- 7 In non-Evidence Rules Proceedings, a failure to comply with the code of conduct does not render any expert report or evidence inadmissible but it may, depending on the circumstances, adversely affect the weight to be attributed to that report or evidence.
- 8 Nothing in this Procedural Direction prevents the Tribunal from giving any directions concerning expert witnesses or expert evidence that the Tribunal considers appropriate in any particular proceedings before the Tribunal.
- 9 This Procedural Direction is made by the President under s 26 of the *Civil and Administrative Tribunal Act 2013*.

Definitions

Word	Definition
NCAT Act	<i>Civil and Administrative Tribunal Act 2013</i>
NCAT Rules	<i>Civil and Administrative Tribunal Rules 2014</i>
Expert witness or expert	A person who has specialised knowledge based on the person's training, study or experience and who gives evidence of an opinion based wholly or substantially on that knowledge.

- 10 Words used in this Procedural Direction have the same meaning as defined in the NCAT Act and the NCAT Rules.

Application

- 11 This Procedural Direction applies in:
- (a) Evidence Rules Proceedings;
 - (b) proceedings in the Consumer and Commercial Division involving claims under the *Home Building Act 1989* (NSW) where the amount claimed or in dispute is more than \$30,000;
 - (c) proceedings in the Occupational Division for a "profession decision" as defined in cl 29(1) of Sch 5 to the NCAT Act; and

- (d) any other proceedings in which the Tribunal directs that this Procedural Direction 3 is to apply,
- (together referred to as “Subject Proceedings”).

Parties’ and Experts’ Duties

- 12 Any party who retains an expert to provide evidence or a report for the purposes of Subject Proceedings in the Tribunal must bring to the expert’s attention the contents of this Procedural Direction, including the experts’ code of conduct.

Experts’ Code of Conduct

Application of code

- 13 This experts’ code of conduct applies in respect of any expert witness engaged or appointed in Subject Proceedings:
- (a) to provide an expert’s report for use in those proceedings; or
 - (b) to give opinion evidence in those proceedings.

General duty to the Tribunal

- 14 An expert witness has an overriding duty to assist the Tribunal impartially on matters relevant to the expert witness’s area of expertise.
- 15 An expert witness’s paramount duty is to the Tribunal and not to any party to the proceedings including the person retaining the expert witness.
- 16 An expert witness is not an advocate for a party.
- 17 An expert witness must abide by any direction given by the Tribunal.

Duty to work co-operatively with other expert witnesses

- 18 An expert witness, when complying with any direction of the Tribunal to confer with another expert witness or to prepare a joint report with another expert witness in relation to any issue, must:
- (a) exercise his or her independent, professional judgment in relation to that issue;
 - (b) endeavour to reach agreement with any other expert witness on that issue; and
 - (c) not act on any instruction or request to withhold or avoid agreement with any other expert witness.

Experts’ reports

- 19 An expert’s report must, either in the body of the report or in an annexure, include the following:
- (a) an acknowledgement that the expert has read the experts’ code of conduct and agrees to be bound by it;
 - (b) the expert’s name, address and qualifications as an expert on the issue the subject of the report;
 - (c) the facts, and assumptions of fact, on which the opinions in the report are based (a letter of instructions may be annexed);
 - (d) the expert’s reasons for each opinion expressed;

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- (e) if applicable, that a particular issue falls outside the expert's field of expertise;
 - (f) any literature or other materials used in support of the opinions;
 - (g) any examinations, tests or other investigations on which the expert has relied, including details of the qualifications of the person who carried them out;
 - (h) in the case of a report that is lengthy or complex, a brief summary of the report (to be located at the beginning of the report).
- 20 If an expert witness who prepares an expert's report believes that it may be incomplete or inaccurate without some qualification, the qualification must be stated in the report.
- 21 If an expert witness considers that his or her opinion is not a concluded opinion because of insufficient research or insufficient data or for any other reason, this must be stated when the opinion is expressed.
- 22 If an expert witness changes his or her opinion on a material matter after providing a report, the expert witness must immediately provide a supplementary report to that effect containing any relevant information referred to in paragraph 19.

Experts' conclaves, conferences and evidence

- 23 An expert witness must abide by any direction of the Tribunal:
- (a) to attend a conclave or conference with any other expert witness;
 - (b) to endeavour to reach agreement on any matters in issue;
 - (c) to prepare a joint report, specifying matters agreed and matters not agreed and reasons for any disagreement;
 - (d) to base any joint report on specified facts or assumptions of fact; and
 - (e) to give evidence concurrently with other experts.
- 24 An expert witness must exercise his or her independent, professional judgment in relation to such a conclave or conference and joint report, and must not act on any instruction or request to withhold or avoid agreement.

Sgd

Wright J

President

23 February 2018

Appendix B – Building Defects Schedule

Item	Area	Defect	Substantiation	Actions	Defect Photograph
Building A1					
SOU. A1.000 1	Building A1 Unit 108 Courtyard	Efflorescence leaching from base of planter box wall indicating a failure of the waterproofing membrane to the planter box.	Further investigations are required to verify the presence of the alleged defect. Further investigations were conducted on the 7/10/25. The presence of efflorescence emanating from the planter box wall exists above the termination height of the adjacent planter box waterproofing. The mechanical fixings to the top of the wall securing the privacy screens have been installed without sealing the base of the fixing to the wall allowing for water ingress. The fixing directly above the point of failure is within 20mm of the edge of the panel and has likely compromised the panel. The joint sealant has failed and the weatherproofing to the wall has failed and hence does not meet the requirements of AS4654.2 for weatherproof walls above waterproof membrane terminations. The Builder has failed to effectively weatherproof the wall above an external waterproofing system allowing for premature degradation of the building elements. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defect also represents a failure by the Builder to comply with the following requirement(s): BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: 'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.' BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed to Satisfy Provisions F1.4: "Waterproof membranes for external above ground use must comply with AS4654 Parts 1 and 2."	Temporarily remove the privacy screens to the perimeter of the courtyard. Seal all mechanical fixing penetrations to the facade coating with a compatible product in accordance with the manufacturers guidelines. Remove the failed joint sealant from the horizontal and vertical joints around the wall panels. Install a backing rod. Reinstate the joint sealant as per manufacturers recommendations including and primers. After curing of the sealant, prepare and repaint the affected surfaces to the nearest architectural break to match existing finishes in accordance with the requirements of AS2311. Reinstate the privacy screens utilising shims beneath to create separation from the base plate to the wall to avoid the retention of water by capillary action. Alternatively both the base plates and associated fixings must be sealed utilising a flexible sealant to prevent water from becoming trapped beneath the base plates. This can only be done if the base plate is solid without penetration at the post.	 IMG_5589.JPG 30/04/25 9:44 AM
SOU. A1.000 2	Building A1 Unit 108 Courtyard	Efflorescence leaching from the partition wall to the neighbouring courtyard indicating a failure of the waterproofing to either the courtyards and or weatherproof coating afforded to the partition wall. This is the same as the previous item.	Further investigations are required to verify the presence of the alleged defect. Further investigations were conducted on the 7/10/25. The presence of efflorescence emanating from the planter box wall exists above the termination height of the adjacent planter box waterproofing. The mechanical fixings to the top of the wall securing the privacy screens have been installed without sealing the base of the fixing to the wall allowing for water ingress. The joint sealant has failed and the weatherproofing to the wall has failed and hence does not meet the requirements of AS4654.2 for weatherproof walls above waterproof membrane terminations. The Builder has failed to effectively weatherproof the wall above an external waterproofing system allowing for premature degradation of the building elements. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defect also represents a failure by the Builder to comply with the following requirement(s): BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: 'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.' BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed to Satisfy Provisions F1.4: "Waterproof membranes for external above ground use must comply with AS4654 Parts 1 and 2."	Temporarily remove the privacy screens to the perimeter of the courtyard. Seal all mechanical fixing penetrations to the facade coating with a compatible product in accordance with the manufacturers guidelines. Remove the failed joint sealant from the horizontal and vertical joints around the wall panels. Install a backing rod. Reinstate the joint sealant as per manufacturers recommendations including and primers. After curing of the sealant, prepare and repaint the affected surfaces to the nearest architectural break to match existing finishes in accordance with the requirements of AS2311. Reinstate the privacy screens utilising shims beneath to create separation from the base plate to the wall to avoid the retention of water by capillary action. Alternatively both the base plates and associated fixings must be sealed utilising a flexible sealant to prevent water from becoming trapped beneath the base plates. This can only be done if the base plate is solid without penetration at the post.	 IMG_5590.JPG 30/04/25 9:45 AM

Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A1.000 3	Building A1 Unit 109 Courtyard	Efflorescence leaching from the partition wall to the neighbouring courtyard indicating a failure of the waterproofing to either the courtyards and or weatherproof coating afforded to the partition wall.	Further investigations are required to verify the presence of the alleged defect. Further investigations were conducted on the 7/10/25. The presence of efflorescence emanating from the planter box wall exists above the termination height of the adjacent planter box waterproofing. The mechanical fixings to the top of the wall securing the privacy screens have been installed without sealing the base of the fixing to the wall allowing for water ingress. The joint sealant has failed and the weatherproofing to the wall has failed and hence does not meet the requirements of AS4654.2 for weatherproof walls above waterproof membrane terminations. The Builder has failed to effectively weatherproof the wall above an external waterproofing system allowing for premature degradation of the building elements. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defect also represents a failure by the Builder to comply with the following requirement(s): BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: 'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.' BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed to Satisfy Provisions F1.4: "Waterproof membranes for external above ground use must comply with AS4654 Parts 1 and 2."	Temporarily remove the privacy screens to the perimeter of the courtyard. Seal all mechanical fixing penetrations to the facade coating with a compatible product in accordance with the manufacturers guidelines. Remove the failed joint sealant from the horizontal and vertical joints around the wall panels. Install a backing rod. Reinstall the joint sealant as per manufacturers recommendations including and primers. After curing of the sealant, prepare and repaint the affected surfaces to the nearest architectural break to match existing finishes in accordance with the requirements of AS2311. Reinstall the privacy screens utilising shims beneath to create separation from the base plate to the wall to avoid the retention of water by capillary action. Alternatively both the base plates and associated fixings must be sealed utilising a flexible sealant to prevent water from becoming trapped beneath the base plates. This can only be done if the base plate is solid without penetration at the post.	 IMG_0151.JPG 30/04/25 10:50 AM
SOU. A1.000 4	Building A1 Unit 109 Bed 2 North East Corner	Evidence of water ingress associated with the bedroom window.	Further investigations are required to verify the presence of the alleged defect. Further investigations were conducted on the 7/10/25. Water ingress was identified bypassing the sub sill to the right hand side of the window as viewed internally. The Builder has failed to prevent water from bypassing the facade. It is the author's opinion that the Builder has breached the following warranties: - HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; - HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; - HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and - HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'. The defect also represents a failure by the Builder to comply with the following requirement: BCA - Section F Health and Amenity - Part F1 Damp and Weatherproofing: FP1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause - (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed to Satisfy Provisions F1.13 Glazed assemblies: "Subject to (b) and (c), the following glazed assemblies in an external wall, must comply with AS2047 requirements for resistance to water penetration: (i) Windows. (ii) Sliding and swinging glazed doors with a frame, including french and bi-fold doors with a frame. (iii) Adjustable louvres."	Remove the window. Conduct any necessary repairs to the sub sill and any associated water stops which may be present. Reinstall door set to ensure the requirements of Section F of the BCA and AS2047 are met. Following reinstallation, conduct spray test of window to verify the success of the repairs (suggested method AAMA 501.2-03). Provide test report to Owners. Repaint all affected internal surfaces in accordance with AS2311.	 DSCN3038.JPG 7/10/25 8:23 AM

Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A1.000 5	Building A1 Unit 202 Balcony Overflow	Exposed steel reinforcement located in the overflow slot of the balcony hob corroding.	The Builder has failed to provide sufficient concrete coverage to embedded steel when the slab was constructed as per AS3600:Concrete Structures. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract, HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: <i>A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.</i> BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: DEEMED-TO-SATISFY PROVISIONS: B1.4: DETERMINATION OF STRUCTURAL RESISTANCE OF MATERIALS AND FORMS OF CONSTRUCTION: <i>The structural resistance of materials and forms of construction must be determined in accordance with the following, as appropriate:</i> (b) Concrete: (i) Concrete construction (including reinforced and prestressed concrete): AS3600.	Break out concrete, remove corroded ferrous material, treat with zinc rich primer (minimum 28%), patch using non shrink repair mortar. Reinstate waterproof membrane at repair location.	 IMG_5595.JPG 30/04/25 9:52 AM
SOU. A1.000 6	Building A1 Unit 202 Balcony Balustrade	Balcony balustrade missing end cap with glazing gasket protruding leading to instability of the glazed barrier system.	The Builder has failed to provide a fall prevention barrier which will not deteriorate under normal use. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract, HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'; The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: <i>A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.</i>	Remove and reinstall glass panel and replace end cap to retain glazing rubber.	 IMG_5597.JPG 30/04/25 9:54 AM
SOU. A1.000 7	Building A1 Unit 407 Ceiling Adjacent Bedroom 1 Doorway	Water staining understood to have been associated with a leak which the resident reported as having been repaired. Damage to internal linings remain.	This represents a failure by the Builder to repair consequential damages following the repair of identified water ingress. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.	Repair and repaint plasterboard linings to the nearest architectural break.	 IMG_0284.JPG 30/04/25 11:41 AM

Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A1.000 8	Building A1 Unit 601 Study	Resident reported sounds of water dripping coming from services bulkhead in south east corner of study.	Further investigations are required to verify the cause of the alleged defect. We were not granted access to this Unit at the allocated time. Based on our initial visual inspection, the lack of visible water damage which would be expected to result from an active leak, and after review of the mechanical services plan, we believe the reported noise to be most likely associated with an air conditioning condensate line. Without further evidence we would consider this to be a maintenance issue.	No action required by Builder at this time. This is currently considered a maintenance issue.	 IMG_0414.JPG 30/04/25 12:34 PM
SOU. A1.000 9	Building A1 Unit 705 Balcony	Wall lining on balcony delaminating from framework and evidence of corrosion from behind the lining.	The Builder has failed to effectively secure and seal the facade panel. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'.	Remove delaminated panel and assess structure behind. Repair structure as required and reinstate facade panel. Seal the joints and paint to match existing coating to nearest architectural break.	 IMG_0540.JPG 30/04/25 1:12 PM

Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A1.001 0	Building A1 Unit 709	Louvre window to living room does not operate effectively with panels always remaining unsealed allowing for water and air infiltration.	The Builder has failed to provide a window resistant to air and water infiltration in accordance with AS2047. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract, HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'; The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: DEEMED-TO-SATISFY PROVISIONS F1.13: (a) Subject to (b) and (c), the following glazed assemblies in an external wall, must comply with AS 2047 requirements for resistance to water penetration: (i) windows...	Assess window components and repair or replace defective items to restore window to correct operating condition.	 IMG_0567.JPG 30/04/25 1:22 PM
SOU. A1.001 1	Building A1 Unit 902 Master Bedroom Balcony Door	Water ingress and associated damage identified to the south west corner of the master bedroom associated with the door sill to the balcony.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 23/09/25. We were unable to replicate a leak at this location. There is evidence of repairs to junction of the sub sill and underlying waterproof membrane in the form of a black sealant applied over the grey membrane at the same location as the internal damage. Additional repairs may have been conducted. The concrete slab exhibited slightly high relative moisture readings, not of the level to indicate current failure. We note that the presence of mould has increased since our initial inspection. Mould damage remains to the carpet and associated accessories which requires remediation and is considered incomplete remedial work. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.	Request details of the dates, methodology, and products used in any repairs conducted to this window by the builder for record keeping purposes. Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal surfaces in accordance with AS2311. We recommend the resident continues to monitor the situation.	 DSCN2549.JPG 23/09/25 1:31 PM

Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A1.001 2	Building A1 Unit 902 Study Nook	Water ingress and associated damage identified to the southern balcony door at the study nook.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 23/09/25. Localised repairs have been conducted to the waterproof membrane of the terrace externally. We were able to replicate a leak bypassing the sub sill at the right hand end of the window as viewed internally. Repair attempt has been unsuccessful. Mould damage remains to the carpet and associated accessories and will require replacement following repairs. The Builder has failed to prevent water from bypassing the facade. The author considers the recorded defects to be non-compliant with the following statutory requirements: · HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,' · HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new,' · HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and · HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'; The defects also represent failures by the Builder to comply with one of, or a combination of the following: · BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause: (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building elements'. · BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: DEEMED-TO-SATISFY PROVISIONS F1.13: (a) Subject to (b) and (c), the following glazed assemblies in an external wall, must comply with AS 2047 requirements for resistance to water penetration: (i) windows...	Remove the window. Conduct any necessary repairs to the sub sill, waterproofing terminations, and any associated water stops which may be present. Reinstall door set to ensure the requirements of Section F of the BCA and AS2047 are met. Following reinstallation, conduct spray test of window to verify the success of the repairs (suggested method AAMA 501.2-03). Provide test report to Owners. Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal surfaces in accordance with AS2311.	 IMG_5689.JPG 30/04/25 12:48 PM

Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A1.001 3	Building A1 Unit 1002 Master Bedroom	Water ingress and associated damage identified to the junction of the windows and balcony doors of the master bedroom.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 23/09/25. We found that repairs had been conducted by way of introducing a negatively applied waterproof membrane to the interior of the balcony hob. This is not considered a solution under any circumstances and only traps water within the wall. The exterior balcony waterproofing appeared to have some patching applied with may small gaps left in the flexible sealant. We were unable to replicate a leak but remain sceptical about the repairs applied. Heavily mould affected carpet remains which will require replacement. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.	Request details of the dates, methodology, and products used in any repairs conducted to this window by the builder for record keeping purposes. Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal surfaces in accordance with AS2311. We recommend the resident continues to monitor the situation.	 IMG_5707.JPG 30/04/25 1:18 PM
SOU. A1.001 4	Building A1 Unit 1003 Balcony South	A hole in the weather seal to the abutment of the concrete parapet wall and lightweight cladding at the southern end of the balcony allowing water ingress.	The Builder has failed to effectively seal the facade panel. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'.	Remove existing sealant joint. Verify condition of associated flashing. Remediate flashing if required. Reseal joint in accordance with facade contractors specifications. Make good surrounding finishes as required.	 IMG_5717.JPG 30/04/25 1:39 PM

Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A1.001 5	Building A1 Unit 1003 Balcony North East Soffit	Blistering to the painted coating on the soffit at the north east corner indicating a failure of the rooftop waterproofing above.	Further investigations are required to verify the presence of the alleged defect. Further investigations were conducted on the 30/09/25. Slightly elevated moisture readings were taken from the site of the damage on Unit 1003's soffit. The rooftop above has had repairs conducted to the slab to wall abutment. The facade coating placed over the joint sealant at the abutment of the corner wall panels has failed and is allowing water ingress which is creating blisters and delamination of the weatherproof facade coating. After conducting spray testing of the affected area we were unable to create any increases in moisture content to the soffit below, however water is penetrating behind the facade coating which may be contributing to the damage witnessed. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'.	Remove the damaged facade coating concealing the joint. Inspect and repair the flexible joint as required. Prepare and reapply the facade coating to nearest architectural break with overlaps onto existing coating as per manufacturers recommendations. Remove damaged soffit coating to the balcony. Prepare patch and repaint to match existing coating. All paint work to be done in accordance with the requirements of AS2311.	 IMG_5721.JPG 30/04/25 1:42 PM

Item	Area	Defect	Substantiation	Actions	Defect Photograph
Building A2					
SOU. A2.000 1	Building A2 Unit G01 Courtyard	Natural ground concealed beneath synthetic turf is subsidising. Diagnostech attended investigate defect 22/09/2025.	Further investigations are required to verify the presence of the alleged defect. Diagnostech attended to investigate this defect on 22/09/2025. The turfed area exists beyond the northern boundary of the carpark structure below and was designed essentially as a planter box. We understand that following construction, plantings were removed and this had a thin concrete base poured over the soil and the turf applied. The subsidence likely results from inadequate compacting and preparation of the soil below prior to the turf being applied.	No action required. Not a Builder's defect.	 30/04/2025 IMG_5726.JPG 30/04/25 2:50 PM
SOU. A2.000 2	Building A2 Unit G01 Level 1 Balcony	No overflow afforded to upper balcony.	The Builder has failed to provide adequate provision for overflow of the drainage system to the balcony. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: <i>A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground.</i> BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Performance Requirement FP1.3: <i>A drainage system for the disposal of surface water must –</i> <i>(a) convey surface water to an appropriate outfall; and</i> <i>(b) undue dampness or deterioration of building elements.</i> BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed-to-Satisfy Provisions F1.1: <i>Stormwater drainage must comply with AS3500.3</i>	Install overflow provision to the balcony at height greater than the f.f.l. and primary drainage outlet and lesser than the waterproofing termination height at the balcony doors. Overflow is to be incorporated into the waterproof membrane system as per the requirements of AS4654.2.	

Building Defects Schedule

2834.2025 Marrick & Co 178 Livingstone



Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A2.000 3	Building A2 Unit G01 Ground Floor Courtyard	No overflow to afforded courtyard.	The Builder has failed to provide adequate provision for overflow of the drainage system to the balcony. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: <i>A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground.</i> BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Performance Requirement FP1.3: <i>A drainage system for the disposal of surface water must – (a) convey surface water to an appropriate outfall; and (b) undue dampness or deterioration of building elements.</i> BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed-to-Satisfy Provisions F1.1: <i>Stormwater drainage must comply with AS3500.3</i>	Install overflow provision to the balcony at height greater than the f.f.l. and primary drainage outlet and lesser than the waterproofing termination height at the balcony doors. Overflow is to be incorporated into the waterproof membrane system as per the requirements of AS4654.2.	 30/04/2025 IMG_5728.JPG 30/04/25 2:51 PM
SOU. A2.000 4	Building A2 Unit G02 Ground Floor Courtyard	No overflow to afforded courtyard.	The Builder has failed to provide adequate provision for overflow of the drainage system to the balcony. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: <i>A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground.</i> BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Performance Requirement FP1.3: <i>A drainage system for the disposal of surface water must – (a) convey surface water to an appropriate outfall; and (b) undue dampness or deterioration of building elements.</i> BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed-to-Satisfy Provisions F1.1: <i>Stormwater drainage must comply with AS3500.3</i>	Install overflow provision to the balcony at height greater than the f.f.l. and primary drainage outlet and lesser than the waterproofing termination height at the balcony doors. Overflow is to be incorporated into the waterproof membrane system as per the requirements of AS4654.2.	 IMG_0774.JPG 30/04/25 3:31 PM

Building Defects Schedule

2834.2025 Marrick & Co 178 Livingstone



Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A2.000 5	Building A2 Unit G03 Ground Floor Courtyard	No overflow to courtyard.	The Builder has failed to provide adequate provision for overflow of the drainage system to the balcony. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: <i>A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground.</i> BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Performance Requirement FP1.3: <i>A drainage system for the disposal of surface water must – (a) convey surface water to an appropriate outfall; and (b) undue dampness or deterioration of building elements.</i> BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed-to-Satisfy Provisions F1.1: <i>Stormwater drainage must comply with AS3500.3</i>	Install overflow provision to the balcony at height greater than the f.f.l. and primary drainage outlet and lesser than the waterproofing termination height at the balcony doors. Overflow is to be incorporated into the waterproof membrane system as per the requirements of AS4654.2.	
SOU. A2.000 6	Building A2 Unit G03 Ground Floor Courtyard	Natural ground concealed beneath synthetic turf is subsiding.	Further investigations are required to verify the presence of the alleged defect. Diagnostech attended to investigate this defect on 22/09/2025. Access was not available. This defect is the same as SOU.A2.0001.	No action required. Not a Builder's defect.	
SOU. A2.000 7	Building A2 Unit 174 Living Room	Water staining to ceiling/bulkhead at south of living room.	Further investigations are required to verify the presence of the alleged defect. Further investigations were conducted on the 29/10/25. Resident reported that a leak within the bulkhead associated with the bathroom above had been repaired. A visual inspection of the ceiling space and electronic moisture readings taken showed no signs of current water ingress. Cosmetic repairs are of poor quality with discolouration of the painted surface likely due to poor paint preparation or inadequate coats. This is considered incomplete remedial works. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.	Request details of the dates, methodology, and products used in any repairs conducted to this window by the builder for record keeping purposes. Prepare and repaint the bulkhead to the nearest architectural break and in accordance with the requirements of AS2311.	 IMG_0715.JPG 30/04/25 3:11 PM

Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A2.000 8	Building A2 Unit 174 Ground Floor Courtyard	Gate does not fully open without fouling on the stair riser.	The Builder has failed to provide effective access and egress from the building the building. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'. The defect also represents a failure by the Builder to comply with the following requirement(s): BCA SECTION D ACCESS AND EGRESS – PART DP1: Access must be provided, to the degree necessary, to enable – (a) People to – ... (ii) approach the building from any accessible associated building ... BCA SECTION D ACCESS AND EGRESS – PART DP2: So that people can move safely to and within a building, it must have – ... (b) any doors installed to avoid risk of occupants – (i) Having their egress impeded; or (ii) Being trapped in the building...	A narrower gate is to be installed in place of the existing gate to allow full opening of the gate. All surrounding finishes affected by the works are to be made good including any render, paint work, tiling, and waterproofing.	 IMG_0735.JPG 30/04/25 3:15 PM
SOU. A2.000 9	Building A2 Unit 201 Balcony Soffit	Blistering paint indicating water penetration from either the facade or balcony above. The waterproofing to the balcony of Unit 301/178 has failed.	Further investigations are required to verify the presence of the alleged defect. Further investigations were conducted on the 22/09/25 by way of obstructing the drainage to the balcony of Unit 301 above and conducting a flood test. Within minutes of initiating the flood test, water began appearing through the drip groove to the outer edge of the balcony indicating a failure of the waterproofing system installed to Unit 301 above. The Builder has failed to effectively waterproof the balcony of Unit 301/178. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defect also represents a failure by the Builder to comply with the following requirement(s): BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Performance Requirements FP1.4: A roof and external wall must prevent the penetration of water that could cause - (b) undue dampness or deterioration of building elements. BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed to Satisfy Provisions F1.4: Waterproof membranes for external above ground use must comply with AS4654 Parts 1 and 2.	Demolish existing tiles, bedding material and remove existing waterproofing and full height glazing to the Unit 301/178 balcony. Prepare surface, apply new sand and cement based screed with minimum 1:100 falls to drainage over the prepared substrate. Apply new waterproofing system to the balcony ensuring all termination details including around doors, perimeter walls, and overflows are done in accordance with AS4654.2. Apply new tiled finishes. Ensure compliance of existing door set and reinstall. If compliance cannot be verified, new door sets will be required for reinstallation. Prepare and repaint all affected surfaces to the Unit 301/178 balcony and Unit 201/178 balcony soffit in accordance with the requirements of AS2311 and to match existing finishes. Note: These works will require regulated designs under the D&BP Act.	 IMG_1333.JPG 30/04/25 4:11 PM

Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A2.001 0	Building A2 Unit 309 Bedroom 1	Evidence of water ingress associated with the head of the Bedroom 1 window in addition to mould to the carpet edging below.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 29/09/25 by way of abseiling the exterior of the building and conducting water testing of the window opening. We were unable to replicate a leak indicated by the internal water marks and damage. As viewed from the exterior there appears to have been repairs made to the flexible sealant around the window fenestration.	Builder to provide dates, methodology, and products used in any repairs conducted to this window for record keeping purposes.	 IMG_1338.JPG 30/04/25 4:19 PM
SOU. A2.001 1	Building A2 Unit 403 Living Room	Evidence of water ingress associated with the living room window. Damp carpet and mould present to the carpet at the left hand side of the window as viewed internally.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on 22/09/2025 and confirmed leaks associated with both the end gaskets to the louvre panels and the head flashing/capping to the window. The Builder has failed to prevent water from bypassing the facade. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'. The defect also represents a failure by the Builder to comply with the following requirement: BCA - Section F Health and Amenity - Part F1 Damp and Weatherproofing: FP1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause - (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed to Satisfy Provisions F1.13 Glazed assemblies: "Subject to (b) and (c), the following glazed assemblies in an external wall, must comply with AS2047 requirements for resistance to water penetration: (i) Windows. (ii) Sliding and swinging glazed doors with a frame, including french and bi-fold doors with a frame. (iii)Adjustable louvres."	Replace the failed gaskets to the window. Remove external head flashing. Inspect opening. Reinstall head flashing to ensure the requirements of Section F of the BCA and AS2047 are met. Following reinstallation, conduct spray test of window to verify the success of the repairs (suggested method AAMA 501.2-03). Provide test report to Owners. Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal surfaces in accordance with the requirements of AS2311.	 IMG_1346.JPG 30/04/25 4:38 PM

Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A2.001 2	Building A2 Unit 409 Living Room	Evidence of water ingress associated with the east facing living room window.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 29/09/25 by way of abseiling the exterior of the building and conducting water testing of the window opening. We were unable to replicate a leak indicated by the internal water marks and damage. As viewed from the exterior there appears to have been repairs made to the flexible sealant around the window fenestration. The internal plasterboard lining remains bowed and detached from its underlying framing with some blistering paint remaining to the lower portion of the wall. This is considered incomplete remedial work. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.	Request details of the dates, methodology, and products used in any repairs conducted to this window by the builder for record keeping purposes. Refix plasterboard lining to the framing. Patch, prepare and paint to the nearest architectural; break in accordance with the requirements of AS2311.	 DSCN2692.JPG 29/09/25 10:20 AM
SOU. A2.001 3	Building A2 Unit 410 Living Room	Evidence of water ingress associated with the living room window.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 22/09/2025. A leak was identified through the junction of the fixed panel to the balcony doors between the stile and the bottom rail at the external corner of the living room. The Builder has failed to prevent water from bypassing the facade. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'. The defect also represents a failure by the Builder to comply with the following requirement: BCA - Section F Health and Amenity - Part F1 Damp and Weatherproofing: FP1.4: "A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause - (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element." BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed to Satisfy Provisions F1.13 Glazed assemblies: "Subject to (b) and (c), the following glazed assemblies in an external wall, must comply with AS2047 requirements for resistance to water penetration: (i) Windows. (ii) Sliding and swinging glazed doors with a frame, including french and bi-fold doors with a frame. (iii) Adjustable louvres."	Remove the fixed panel of the balcony door assembly. Dismantle and reassemble with all joints appropriately sealed in accordance with the manufacturers original requirements. Reinstall fixed panel. Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal surfaces in accordance with AS2311. Following repair, conduct spray test of window to verify the success of the repairs (suggested method AAMA 501.2 -03). Provide test report to Owners.	 IMG_1360.JPG 30/04/25 4:52 PM

Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A2.001 4	Building A2 Unit 903 Entry	Resident advised that there is a leak associated with the bathroom affecting Unit 806 below. The resident of Unit 806 was not available to verify at the time of inspection.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 29/09/2025. The property manager confirmed that a leak associated with the above bathroom had been resolved. Electronic moisture readings taken within the ceiling space showed no evidence of current water ingress. A bucket had been left in the ceiling beneath the faulty plumbing trap. This was dry and assumed a precaution following repairs. The ceiling below has been painted but the plasterboard ceiling viewed from above shows extensive mould damage. This is considered incomplete remedial work. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.	Remove the water damaged and mould affected plasterboard. Replace the plasterboard and set all joints in accordance with AS2589. Prepare and paint the ceiling below in accordance with the requirements of AS2311.	 DSCN2719.JPG 29/09/25 1:03 PM
SOU. A2.001 5	Building A2 Unit 410 Kitchen	Carpet edging grip strip spikes can be felt through the carpet at the threshold of the hallway to the kitchen tiles.	The Builder has failed to utilise suitably sized grip strips for the carpet installed leaving an unsafe walking surface. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract, HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling';	Conduct inspection of the carpeted areas of the Unit to identify if any other locations are affected. Locally remove carpet to affected areas and replace grip strips with alternative versions featuring shorter length tacks more suitable to the thickness of carpet installed.	 IMG_1369.JPG 30/04/25 5:02 PM

Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A2.001 6	Building A2 Unit 506 Living Room	Louvred window panel is not engaged properly with its seal allowing for air and water infiltration.	The Builder has failed to provide a window resistant to air and water infiltration in accordance with AS2047. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,' HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'; The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause: (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: DEEMED-TO-SATISFY PROVISIONS F1.13: (a) Subject to (b) and (c), the following glazed assemblies in an external wall, must comply with AS 2047 requirements for resistance to water penetration: (i) windows...	Assess window components and repair or replace defective items to restore window to correct operating condition. Following repair, conduct spray test of window to verify the success of the repairs (suggested method AAMA 501.2-03). Provide test report to Owners.	 IMG_1210.JPG 1/05/25 10:12 AM
SOU. A2.001 7	Building A2 Unit 507 Bedroom 2	Evidence of water ingress associated with the northern corner of the bedroom 2 balcony doors.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on 29/09/2025 and confirmed leaks with the left hand side of the window sill as viewed internally with water emanating from beneath the skirting. There is a colorbond style cover panel fitted to the exterior of the door thought to house drainage from the planter boxes at Level 9 above. While water testing, water appeared to be bypassing this cover panel before making its way inward. There is blistering paint to the soffit of the balcony around the cover panel. This may indicate either a concealed leaking down pipe or a failure of the waterproofing membrane to the balcony above around the penetration of the down pipe. The panel will require removal to facilitate repairs to the window installation at which time a thorough inspection of the water source will be required. The Builder has failed to prevent water from bypassing the facade. It is the author's opinion that the Builder has breached the following warranties: - HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; - HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; - HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and - HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'. The defect also represents a failure by the Builder to comply with the following requirement: BCA - Section F Health and Amenity - Part F1 Damp and Weatherproofing: FP1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause - (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed to Satisfy Provisions F1.13 Glazed assemblies: "Subject to (b) and (c), the following glazed assemblies in an external wall, must comply with AS2047 requirements for resistance to water penetration: (i) Windows. (ii) Sliding and swinging glazed doors with a frame, including french and bi-fold doors with a frame. (iii) Adjustable louvres."	Remove the Colorbond panel and assess the water source from above. This may require localised flood testing of the balcony above. Based on the location of the water ingress, the balcony doors will require removal to remediate any deficiencies in the waterproofing termination and the installation of the sub sill and associated jamb members. We suggest that after removal, Diagnostech coordinate with the Builder to further assess any unidentified points of water ingress. Pending the outcome of this inspection further works may be required. Upon repair, reinstall doors, remove and replace any water damaged or mould affected internal linings, and prepare and paint any affected internal surfaces in accordance with the requirements of AS2311. Following reinstallation, conduct spray test of window to verify the success of the repairs (suggested method AAMA 501.2-03). Provide test report to Owners.	 IMG_1427.JPG 1/05/25 11:10 AM

Building Defects Schedule

2834.2025 Marrick & Co 178 Livingstone



Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A2.001 8	Building A2 Unit 509 Living Room	Evidence of water ingress associated with the north east corner of the living rooms eastern window.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 29/09/25 by way of abseiling the exterior of the building and conducting water testing of the window opening. We were unable to replicate a leak indicated by the internal water marks and damage. As viewed from the exterior there appears to have been repairs made to the flexible sealant around the window fenestration. Water damage remains to the plasterboard ling adjacent the window and to the skirting boards. This is considered incomplete remedial works. The author considers the recorded defects to be non-compliant with the following statutory requirements: - HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and - HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.	Prepare, patch, and paint waterdamaged plasterboard and timber skirting elements in accordance with the requirements of AS2311. Request details of the dates, methodology, and products used in any repairs conducted to this window by the builder for record keeping purposes.	 1 May 2025 9:23:49 am TimePhoto_20250501_092349.jpg 1/05/25 9:23 AM -33.907176,151.153135
SOU. A2.001 9	Building A2 Unit 902 Bedroom 1	Evidence of water ingress with the north west corner wall of bedroom 1.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 23/09/2025. A leak was identified bypassing the end of the door sill and emanating beneath the skirting. The waterproofing termination should prevent this. The Builder has failed to prevent water from bypassing the facade. It is the author's opinion that the Builder has breached the following warranties: - HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; - HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; - HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and - HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'. The defect also represents a failure by the Builder to comply with the following requirement: - BCA - Section F Health and Amenity - Part F1 Damp and Weatherproofing: FP1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause - (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. - BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed to Satisfy Provisions F1.13 Glazed assemblies: "Subject to (b) and (c), the following glazed assemblies in an external wall, must comply with AS2047 requirements for resistance to water penetration: (i) Windows. (ii) Sliding and swinging glazed doors with a frame, including french and bi-fold doors with a frame. (iii) Adjustable louvres."	Remove door set to access and assess waterproofing termination. Repair waterproofing termination as required. Reinstall sub sill ensuring end caps are in good condition and properly sealed. Replace if required. Reinstall door set to ensure the requirements of Section F of the BCA and AS2047 are met. Following reinstallation, conduct spray test of window to verify the success of the repairs (suggested method AAMA 501.2-03). Provide test report to Owners. Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal surfaces in accordance with AS2311.	 DSCN2455.JPG 23/09/25 10:39 AM

Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A2.002 0	Building A2 Unit 902 Bedroom 2	Evidence of water ingress associated with the south west corner of the balcony doors.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 23/09/2025. No leak was identified associated with the balcony doors but a leak was identified associated with the external fibre cement cladding sheet installed atop the perimeter hob to the external facade of the building. When water tested at the base of the fibre cement panels, water quickly appeared internally beneath the internal skirting board. The Builder has failed to prevent water from bypassing the facade. It is the author's opinion that the Builder has breached the following warranties: · HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; · HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; · HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and · HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'. The defect also represents a failure by the Builder to comply with the following requirement: · BCA - Section F Health and Amenity - Part F1 Damp and Weatherproofing: FP1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause - (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'.	Remove external panel. Assess all sarking, flashing, and joints. Repair as required and reinstate external linings. Following reinstallation, conduct spray test of facade elements and surroundings to verify the success of the repairs (suggested method AAMA 501.2-03). Provide test report to Owners. Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal and external surfaces in accordance with AS2311.	 DSCN2435.JPG 23/09/25 10:28 AM
SOU. A2.002 1	Building A2 Unit 903 Bedroom 2	Evidence of water ingress associated with the bedroom 2 north west window.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 23/09/25 by way of water testing the exterior of the affected windows. We were unable to replicate a leak. Repairs had been conducted just prior to our attendance. The plaster to the internal walls was still wet. After lifting the external pavers we could see that localised waterproofing repairs have been conducted beneath the window sill, the extent of which was not clear. Internal repairs remained incomplete but were in progress. The author considers the recorded defects to be non-compliant with the following statutory requirements: · HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; and · HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.	Request details of the dates, methodology, and products used in any repairs conducted to this window by the builder for record keeping purposes.	 TimePhoto_20250501_134557.jpg 1/05/25 1:45 PM -33.907796,151.153228

Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. A2.002 3	Building A2 Unit 1001 Balcony	Overflow outlet concealed by finished tile level.	The Builder has failed to provide adequate provision for overflow of the drainage system to the balcony. The author considers the recorded defects to be non-compliant with the following statutory requirements: · HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and · HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: · BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: <i>A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground.</i> · BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Performance Requirement FP1.3: <i>A drainage system for the disposal of surface water must –</i> <i>(a) convey surface water to an appropriate outfall; and</i> <i>(b) undue dampness or deterioration of building elements.</i> · BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed-to-Satisfy Provisions F1.1: <i>Stormwater drainage must comply with AS3500.3</i>	Install overflow provision to the balcony at height greater than the f.f.l. and primary drainage outlet and lesser than the waterproofing termination height at the balcony doors. Overflow is to be incorporated into the waterproof membrane system as per the requirements of AS4654.2.	 IMG_1409.JPG 1/05/25 10:30 AM

Building Defects Schedule

2834.2025 Marrick & Co 18 Lilydale



Item	Area	Defect	Substantiation	Actions	Defect Photograph
Building B					
SOU. B.0001	Building B Unit G01 Services Riser	Resident reported noise from pipes associated with services riser corresponding with reports from neighbouring Unit 24.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 8/10/25. Review of the hydraulic services plan reveal a services riser at the location of the complaint. No evidence of water leakage could be detected from either above or below the location of the complaint. We deem this to be an issue associated with the insulation of either the sewer pipes contained within the vertical riser or insulation of the riser itself. The reported noise most likely corresponds with the use of a shower on the upper levels.	No Action required by the Builder.	
SOU. B.0002	Building B Unit 24 Services Riser	Resident reported noise from pipes associated with services riser corresponding with reports from neighbouring Unit G01. This is the same as the previous item.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 8/10/25. Review of the hydraulic services plan reveal a services riser at the location of the complaint. No evidence of water leakage could be detected from either above or below the location of the complaint. We deem this to be an issue associated with the insulation of either the sewer pipes contained within the vertical riser or insulation of the riser itself. The reported noise most likely corresponds with the use of a shower on the upper levels.	No Action required by the Builder.	

Building Defects Schedule

2834.2025 Marrick & Co 18 Lilydale

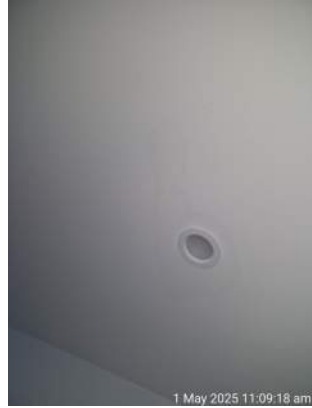


Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. B.0003	Building B Unit G09 Balcony Soffit	Evidence of a leak associated with the planter box forming the soffit of Unit G09 associated with Unit 208 above at both ends of the Unit.	Further investigations are required to verify the presence of the alleged defect. Further investigations were conducted on the 7/10/25. A localised water test was conducted by way of introducing water to the planter of the corresponding Unit 208 above. The water was left to run for a period of approximately 18 hours. Following the test, while only a slight gloss indicating water penetration was noted, highly elevated electronic moisture readings were detected at the sites of the existing water staining indicating a failure of the waterproof membrane to the Unit 208 planter box. The Builder has failed to effectively waterproof the planter box and prevent the penetration of water through structural concrete elements. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defect also represents a failure by the Builder to comply with the following requirement(s): BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: 'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.' BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed to Satisfy Provisions F1.4: "Waterproof membranes for external above ground use must comply with AS4654 Parts 1 and 2."	It is not envisaged that localised repair will be feasible and that comprehensive repairs will be needed requiring regulated designs be issued under the D&BPA Act. Remove the contents of the planter box. If possible, store plantings for reinstatement. Prepare the substrate and re waterproof the planter box in strict accordance with the requirements of AS4654.2 including all drainage and overflow details. Flood test the planter box for 24 hours prior to reinstatement of soil and plants and provide a report to the Owners. Reinstall soil and plants following successful flood test.	 IMG_1575.JPG 1/05/25 1:26 PM
SOU. B.0004	Building B Unit 205 Bedroom 1	Evidence of water ingress associated with the south east window of bedroom 1.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 10/10/25 by way of water testing the window and abutting elements from the external balcony, including waterproofing terminations beneath the window and control joints between the external concrete wall panels. We were unable to replicate a leak indicated by the internal mould and water damage. We understand that the Builder had conducted repair works to mitigate water ingress previously which involved opening up the plasterboard walls around the door and southern wall and applying negative membranes and sealants. There is no evidence externally of any repair works having been conducted. Water damage remains to the carpet and associated accessories. This is considered incomplete remedial work. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.	Request details of the dates, methodology, and products used in any repairs conducted to this window by the builder for record keeping purposes. Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal surfaces in accordance with AS2311. We recommend the resident continues to monitor the situation.	 1 May 2025 11:11:39 am TimePhoto_20250501_111139.jpg 1/05/25 11:11 AM -33.907793,151.153461

Building Defects Schedule

2834.2025 Marrick & Co 18 Lilydale



Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. B.0005	Building B Unit 205 Kitchen	Water staining to kitchen ceiling.	Further investigations are required to verify the presence of the alleged defect. Further investigation were conducted on the 30/09/25. Resident had reported that a leak from a Unit above had been repaired. We verified that there was no ongoing water ingress or moisture within the ceiling void. The quality of the repairs to the ceiling is poor with further sanding and painting required. This is considered incomplete remedial work. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.	Request details of the dates, methodology, and products used in any repairs conducted by the builder for record keeping purposes. Patch, prepare and paint the ceiling to the nearest architectural break in accordance with the requirements of AS2311.	 TimePhoto_20250501_110919.jpg 1/05/25 11:09 AM -33.907843,151.153625
SOU. B.0006	Building B Unit 207 Balcony Soffit	Corrosion of ferrous material at surface of soffit due to inadequate concrete prep or reinforcement coverage.	The Builder has failed to provide sufficient concrete coverage to embedded steel when the slab was constructed as per AS3600:Concrete Structures. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract, HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected. BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: DEEMED-TO-SATISFY PROVISIONS: B1.4: DETERMINATIO OF STRUCTURAL RESISTANCE OF MATERIALS ANF FORMS OF CONSTRUCTION: The structural resistance of materials and forms of construction must be determined in accordance with the following, as appropriate: (a) Concrete: (i) Concrete construction (including reinforced and prestressed concrete): AS3600.	Break out concrete, remove corroded ferrous material, treat with zinc rich primer (minimum 28%), patch using non shrink repair mortar. Reinstate painted coating to the soffit to match the existing to the nearest architectural break.	 IMG_1555.JPG 1/05/25 12:58 PM
SOU. B.0007	Building B Unit 305 Balcony Soffit	Corrosion of ferrous material at surface of soffit due to inadequate concrete prep or reinforcement coverage.	The Builder has failed to provide sufficient concrete coverage to embedded steel when the slab was constructed as per AS3600:Concrete Structures. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract, HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected. BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: DEEMED-TO-SATISFY PROVISIONS: B1.4: DETERMINATIO OF STRUCTURAL RESISTANCE OF MATERIALS ANF FORMS OF CONSTRUCTION: The structural resistance of materials and forms of construction must be determined in accordance with the following, as appropriate: (a) Concrete: (i) Concrete construction (including reinforced and prestressed concrete): AS3600.	Break out concrete, remove corroded ferrous material, treat with zinc rich primer (minimum 28%), patch using non shrink repair mortar. Reinstate painted coating to the soffit to match the existing to the nearest architectural break.	 TimePhoto_20250501_114411.jpg 1/05/25 11:44 AM -33.907833,151.153571

Building Defects Schedule

2834.2025 Marrick & Co 18 Lilydale



Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. B.0008	Building B Unit 305 Balcony Riser	Corrosion of corner trim to riser resulting from inadequate protection of ferrous material.	The Builder has failed to effectively secure and seal the facade panel. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected. BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground.	Remove corroded corner setting bead and replace with PVC bead. Set corner using suitably water resistant setting compound and repaint panels to match the existing finish and to the nearest architectural break.	 1 May 2025 11:44:09 am TimePhoto_20250501_114409.jpg 1/05/25 11:44 AM -33.907820,151.153564
SOU. B.0009	Building B Unit 307 Balcony Soffit	Corrosion of ferrous material at surface of soffit due to inadequate concrete prep or reinforcement coverage.	The Builder has failed to provide sufficient concrete coverage to embedded steel when the slab was constructed as per AS3600:Concrete Structures. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected. BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: DEEMED-TO-SATISFY PROVISIONS: B1.4: DETERMINATIO OF STRUCTURAL RESISTANCE OF MATERIALS ANF FORMS OF CONSTRUCTION: The structural resistance of materials and forms of construction must be determined in accordance with the following, as appropriate: (a) Concrete: (i) Concrete construction (including reinforced and prestressed concrete): AS3600.	Break out concrete, remove corroded ferrous material, treat with zinc rich primer (minimum 28%), patch using non shrink repair mortar. Reinststate painted coating to the soffit to match the existing to the nearest architectural break.	 IMG_1541.JPG 1/05/25 12:39 PM
SOU. B.0010	Building B Unit 402 Bedroom 2	Evidence of water ingress associated with the north east corner of the bedroom window.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 30/09/25 by way of abseiling the exterior of the building and conducting water testing of the window opening. We were unable to replicate a leak indicated by the internal mould and water damage. As viewed from the exterior there appears to have been repairs made to the flexible sealant around the window fenestration. Water damage remains to the carpet and associated accessories. This is considered incomplete remedial work. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.	Request details of the dates, methodology, and products used in any repairs conducted to this window by the builder for record keeping purposes. Remove and replace all water damaged carpet and associated accessories and conduct mould removal as required. Repaint all affected internal surfaces in accordance with AS2311. We recommend the resident continues to monitor the situation.	 DSCN2777.JPG 30/09/25 8:36 AM

Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. B.0011	Building B Unit 506 Bathroom	Water accumulating in sub frame of shower screen and leaking out following water source being removed.	Shower screen not sealed at all junctions in accordance with AS3740. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: DEEMED-TO-SATISFY PROVISIONS F1.7: (a) In a Class 2 and 3 building and a Class 4 part of a building, building elements in wet areas must – (ii) comply with AS3740.	Seal shower screen in accordance with the requirements of AS3740.	 IMG_1327.JPG 30/04/25 3:46 PM
SOU. B.0012	Building B Unit 605 Balcony Soffit	Corrosion of ferrous material at surface of soffit due to inadequate concrete prep or reinforcement coverage.	The Builder has failed to provide sufficient concrete coverage to embedded steel when the slab was constructed as per AS3600:Concrete Structures. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected. BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: DEEMED-TO-SATISFY PROVISIONS: B1.4: DETERMINATIO OF STRUCTURAL RESISTANCE OF MATERIALS ANF FORMS OF CONSTRUCTION: The structural resistance of materials and forms of construction must be determined in accordance with the following, as appropriate: (a) Concrete: (i) Concrete construction (including reinforced and prestressed concrete): AS3600.	Break out concrete, remove corroded ferrous material, treat with zinc rich primer (minimum 28%), patch using non shrink repair mortar. Reinstate painted coating to the soffit to match the existing to the nearest architectural break.	 TimePhoto_20250501_142524.jpg 1/05/25 2:25 PM -33.907838,151.153553
SOU. B.0013	Building B Unit 607 Entry Way	Evidence of water damage to the ceiling directly above the laundry cupboard doors.	Further investigations are required to verify the presence of the alleged defect. Further investigations were conducted on the 30/09/25. The ceiling cavity was accessed and a leaking tempering valve was identified as the source of the damage. This does not qualify as a major defect and is considered a maintenance issue for the OC.	No action required by the Builder.	 IMG_1672.JPG 1/05/25 3:09 PM

Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. B.0014	Building B Unit 607 Living Room	Evidence of water ingress associated with the living room window.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on 30/09/2025. The window was water tested externally via abseil. After approximately 45 minutes of testing water began emanating from the window head. As viewed externally the joint sealant to the fenestration appeared to be in good condition leaving the problem to be associated with the sub head and or head flashing. The Builder has failed to prevent water from bypassing the facade. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'. The defect also represents a failure by the Builder to comply with the following requirement: BCA - Section F Health and Amenity - Part F1 Damp and Weatherproofing: FP1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause - (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed to Satisfy Provisions F1.13 Glazed assemblies: "Subject to (b) and (c), the following glazed assemblies in an external wall, must comply with AS2047 requirements for resistance to water penetration: (i) Windows. (ii) Sliding and swinging glazed doors with a frame, including french and bi-fold doors with a frame. (iii) Adjustable louvres."	Remove the window. Assess all components of the window and associated sub sill, jambs, head, and any other flashings which may be present. Replace any defective components and reinstall in accordance with the manufacturers recommendations and ensuring the requirements of Section F of the BCA and AS2047 are met. Following reinstallation, conduct spray test of window to verify the success of the repairs (suggested method AAMA 501.2 -03). Provide test report to Owners. Remove and replace all water plasterboard in accordance with the requirements of AS589 and conduct mould removal as required. Repaint all affected internal surfaces to the nearest architectural break in accordance with the requirements of AS2311.	 DSCN2825.JPG 30/09/25 10:33 AM
SOU. B.0015	Building B Unit 701 Balcony Upper Slab Edge	Evidence of efflorescence leaching from the waterproofing associated with the balcony of Unit 801 above.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 7/10/25. Access was gained to Unit 801 above. The site of the damage is above the waterproofing termination height of the balcony indicating the waterproofing is most likely intact and not associated with the efflorescence. The render to the top of the balcony hob has separated from the substrate and cracked the facade coating. Water ingress is likely occurring via the balustrade posts. The separation of the render and facade coating has corrupted the waterproofing system requirements of AS4654.2 for weatherproof walls above waterproof membrane terminations. The Builder has failed to effectively weatherproof the hob above an external waterproofing system allowing for premature degradation of the building elements. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defect also represents a failure by the Builder to comply with the following requirement(s): BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: 'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.' BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed to Satisfy Provisions F1.4: "Waterproof membranes for external above ground use must comply with AS4654 Parts 1 and 2."	Remove the drummy and loose render. Seal the balustrade posts to prevent water ingress to the hob via the posts. Prepare and render the exposed hob. Prepare patch and paint the newly rendered hob to the nearest architectural break and in accordance with the requirements of AS2311. Ensure the balustrade posts are effectively sealed to the new painted coating.	 1 May 2025 2:43:33 pm TimePhoto_20250501_144333.jpg 1/05/25 2:43 PM -33.907589,151.153471

Building Defects Schedule

2834.2025 Marrick & Co 18 Lilydale



Item	Area	Defect	Substantiation	Actions	Defect Photograph
SOU. B.0016	Building B Unit 701 Balcony Wall	Damage to the CFC panel forming around a mechanical fixing to the external cladding.	The Builder has failed to provide a weather resistant facade element. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: <i>A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.</i> BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: <i>A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground.</i>	Repair damage to panel and repaint the panel to match the existing finish.	 1 May 2025 2:43:41 pm TimePhoto_20250501_144341.jpg 1/05/25 2:43 PM -33.907611,151.153474
SOU. B.0017	Building B Unit 702 Balcony	Balcony overflow drain concealed by finished floor level of the tiles.	The Builder has failed to provide adequate provision for overflow of the drainage system to the balcony. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: <i>A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground.</i> BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Performance Requirement FP1.3: <i>A drainage system for the disposal of surface water must – (a) convey surface water to an appropriate outfall; and (b) undue dampness or deterioration of building elements.</i> BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed-to-Satisfy Provisions F1.1: <i>Stormwater drainage must comply with AS3500.3</i>	Install overflow provision to the balcony at height greater than the f.f.l. and primary drainage outlet and lesser than the waterproofing termination height at the balcony doors. Overflow is to be incorporated into the waterproof membrane system as per the requirements of AS4654.2.	 IMG_1702.JPG 1/05/25 3:35 PM
SOU. B0018	Building B Unit 702 Services	Residents report being able to hear water running in pipes.	Further investigations are required to verify the cause of the alleged defect. Further investigations were conducted on the 30/09/2025 at which time the resident reported no issues. This item may have been incorrectly reported.	No action required by the Builder.	

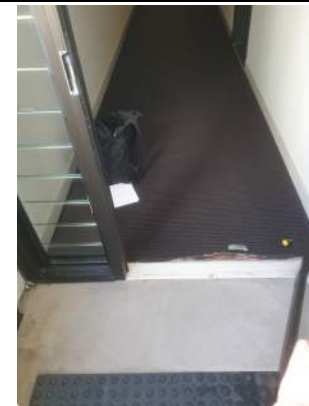
Item	Area	Defect	Substantiation	Actions	Defect Photograph
Building A1					
CA. A1.000 1	Building A1 Rooftop North Eastern Corner Above Unit 1003	Water identified beneath the membrane coating to the parapet wall coupled with pinholes in the membrane possibly associated with water damage witnessed to the corresponding location of the soffit of Unit 1003's balcony below.	The Builder has failed to prevent water penetrating beneath the membrane. HBA Part 2C clause 18B(a) breach: <i>'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,'</i> HBA Part 2C clause 18B(b) breach: <i>'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and'</i> HBA Part 2C clause 18B(c) breach: <i>'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.</i> The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. AS 4654.2 External Waterproofing Membranes for above ground use, Part 2 Design and Installation, Section 1.3 Definitions, Clause 1.3.6 Membrane; <i>'An impervious barrier to liquid or water...'</i>	The location of the waterproofing failure should be isolated. The membrane should then be locally removed and reinstated in accordance with the manufacturers specifications and to comply with the requirements of AS4654.2.	 DSCN2857.JPG 30/09/25 12:38 PM
CA. A1.000 2	Building A1 Ground Level Adjacent North Eastern Fire Escape Unit 109 Balcony	Efflorescence in wall joint indicating potential failure of the Unit 109 courtyard waterproofing membrane. Weatherproofing of the wall has failed.	Further investigations are required to verify the presence of the alleged defect. Further investigations were conducted on the 7/10/25. The efflorescence emanating from the control joint in the wall exists above the waterproofing termination of the adjacent balcony. The joint sealant to the left of the of the wall panel and to the base has failed and is allowing for water ingress and egress between the panels creating the efflorescence. The weatherproofing to the wall has failed and hence does not meet the requirements of AS4654.2 for weatherproof walls above waterproof membrane terminations. The Builder has failed to effectively weatherproof the wall above an external waterproofing system allowing for premature degradation of the building elements. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: <i>'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,'</i> HBA Part 2C clause 18B(b) breach: <i>'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and'</i> HBA Part 2C clause 18B(c) breach: <i>'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.</i> The defect also represents a failure by the Builder to comply with the following requirement(s): BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: 'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.' BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed to Satisfy Provisions F1.4: <i>"Waterproof membranes for external above ground use must comply with AS4654 Parts 1 and 2."</i>	Remove the failed joint sealant from around the wall panel. Install a backing rod. Reinstall the joint sealant as per manufacturers recommendations including and primers. After curing of the sealant, prepare and repaint the affected surfaces to the nearest architectural break to match existing finishes in accordance with the requirements of AS2311.	 20250501_110228.jpg 1/05/25 11:02 AM -33.908185,151.152762

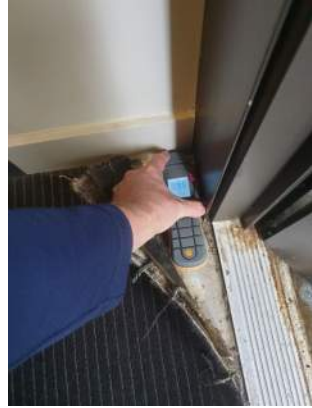
Building Defects Schedule

2834.2025 Marrick & Co 180 Commons



Item	Area	Defect	Substantiation	Actions	Defect Photograph
CA. A1.000 3	Building A1 Ground Floor Eastern Building Entry Planter Box South of Entry Stairs	Efflorescence leaching from the base of the planter box indicating a failure of the planter boxes waterproof membrane.	Further investigations are required to verify the presence of the alleged defect. Further investigations were conducted on the 7/10/25. The planterbox was water tested and no evidence of waterproofing failure was noted. The joint sealant to the base of the planter box has failed and is allowing for water ingress and egress between the panels creating the efflorescence. The weatherproofing to the wall has failed and hence does not meet the requirements of AS4654.2 for weatherproof walls above waterproof membrane terminations. The Builder has failed to effectively weatherproof the wall above an external waterproofing system allowing for premature degradation of the building elements. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defect also represents a failure by the Builder to comply with the following requirement(s): BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: 'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.' BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed to Satisfy Provisions F1.4: "Waterproof membranes for external above ground use must comply with AS4654 Parts 1 and 2."	Remove the failed joint sealant from around the full perimeter of the planter box. Install a backing rod. Reinstall the joint sealant as per manufacturers recommendations including and primers. After curing of the sealant, prepare and repaint the affected surfaces to the nearest architectural break to match existing finishes in accordance with the requirements of AS2311.	 20250501_110401.jpg 1/05/25 11:04 AM -33.908021,151.153123

Item	Area	Defect	Substantiation	Actions	Defect Photograph
Building A2					
CA. A2.000 1	Building A2 Level 10 Southern Link Doorway	Water ingress identified at the sill of the aluminium framed door associated with a lack of water shedding or drainage mechanism to the external landing.	The Builder has failed to prevent water entering the building. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'. The defect also represents a failure by the Builder to comply with the following requirement(s): • BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground. • BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause: (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. • BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Performance Requirement FP1.3: A drainage system for the disposal of surface water must – (a) convey surface water to an appropriate outfall; and (b) undue dampness or deterioration of building elements. AS 2047 – SECTION 7 INSTALLATION; 7.2 INSTALLATION; 7.2.2 FLASHING: 'Flashing shall be incorporated into the building envelope where it is necessary— (a) to restrict water from entering into the interior of a building from the exterior; (b) to restrict water passing across a cavity to the inner leaf; or (c) to shed water through cladding to the outer face'. AS 4654.2 – SECTION 2 DESIGN AND INSTALLATION; 2.8 TERMINATION OF MEMBRANES; 2.8.3 DOORS AND WINDOWS ONTO EXTERNAL WATERPROOFED AREAS: 'For doors and windows onto external waterproofed areas, the following apply: (a) Sub-sill flashings shall be included as part of the membrane system. (b) Where the internal and external finished floor levels do not allow an upturn, the membranes shall be fixed under the sill and terminate into the stormwater system'.	Create water stop at door sill and correct falls to external landing so water drains away from door sill. All works to be incorporated with the associated external waterproof membrane in accordance with AS4654.2 where applicable.	 20250501_094306.jpg 1/05/25 9:43 AM -33.907945,151.152790
CA. A2.000 2	Building A2 Level 3 Southern Link Doorway	Door frame has dropped leaving door unable to open and door latch unable to be secured.	The Builder has failed to provide effective access and egress from the building the building. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'. The defect also represents a failure by the Builder to comply with the following requirement(s): BCA SECTION D ACCESS AND EGRESS – PART DP1: Access must be provided, to the degree necessary, to enable – (a) People to – ... (ii) approach the building from any accessible associated building ... BCA SECTION D ACCESS AND EGRESS – PART DP2: So that people can move safely to and within a building, it must have – ... (b) any doors installed to avoid risk of occupants – (i) Having their egress impeded; or (ii) Being trapped in the building...	Realign door frame to fit the jamb and create clearance from the landing below and allow the latch to operate correctly.	 20250501_101724.jpg 1/05/25 10:17 AM -33.908202,151.153824

Item	Area	Defect	Substantiation	Actions	Defect Photograph
CA. A2.000 3	Building A2 Level 3 Southern Link Doorway	Water ingress identified at the sill of the aluminium framed door associated with a lack of water shedding or drainage mechanism to the external landing.	The Builder has failed to prevent water entering the building. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'. The defect also represents a failure by the Builder to comply with the following requirement(s): • BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground. • BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP.1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. • BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Performance Requirement FP1.3: A drainage system for the disposal of surface water must – (a) convey surface water to an appropriate outfall; and (b) undue dampness or deterioration of building elements. AS 2047 – SECTION 7 INSTALLATION; 7.2 INSTALLATION; 7.2.2 FLASHING: 'Flashing shall be incorporated into the building envelope where it is necessary— (a) to restrict water from entering into the interior of a building from the exterior; (b) to restrict water passing across a cavity to the inner leaf; or (c) to shed water through cladding to the outer face'. AS 4654.2 – SECTION 2 DESIGN AND INSTALLATION; 2.8 TERMINATION OF MEMBRANES; 2.8.3 DOORS AND WINDOWS ONTO EXTERNAL WATERPROOFED AREAS: 'For doors and windows onto external waterproofed areas, the following apply: (a) Sub-sill flashings shall be included as part of the membrane system. (b) Where the internal and external finished floor levels do not allow an upturn, the membranes shall be fixed under the sill and terminate into the stormwater system'.	Create water stop at door sill and correct falls to external landing so water drains away from door sill. All works to be incorporated with the associated external waterproof membrane in accordance with AS4654.2 where applicable.	 20250501_101826.jpg 1/05/25 10:18 AM -33.908202,151.153824

Item	Area	Defect	Substantiation	Actions	Defect Photograph
CA. A2.000 4	Building A2 Ground Level Eastern Entry Doorway	Water ingress identified at the sill of the aluminium framed door associated with a lack of water shedding or drainage mechanism to the external landing.	The Builder has failed to prevent water entering the building. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'. The defect also represents a failure by the Builder to comply with the following requirement(s): • BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground. • BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP.1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. • BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Performance Requirement FP1.3: A drainage system for the disposal of surface water must – (a) convey surface water to an appropriate outfall; and (b) undue dampness or deterioration of building elements. AS 2047 – SECTION 7 INSTALLATION; 7.2 INSTALLATION; 7.2.2 FLASHING: 'Flashing shall be incorporated into the building envelope where it is necessary— (a) to restrict water from entering into the interior of a building from the exterior; (b) to restrict water passing across a cavity to the inner leaf; or (c) to shed water through cladding to the outer face'. AS 4654.2 – SECTION 2 DESIGN AND INSTALLATION; 2.8 TERMINATION OF MEMBRANES; 2.8.3 DOORS AND WINDOWS ONTO EXTERNAL WATERPROOFED AREAS: 'For doors and windows onto external waterproofed areas, the following apply: (a) Sub-sill flashings shall be included as part of the membrane system. (b) Where the internal and external finished floor levels do not allow an upturn, the membranes shall be fixed under the sill and terminate into the stormwater system'.	Create water stop at door sill and correct falls to external landing so water drains away from door sill. If this is not possible, introduce grated strip drain to the threshold. All works to be incorporated with the associated external waterproof membrane in accordance with AS4654.2.	 20250501_102748.jpg 1/05/25 10:27 AM
CA. A2.000 5	Building A2 Ground Level Eastern Carpark Fire Escape Door External Stairs	Efflorescence leaching from stair to wall abutment and tracking beneath wall into staircase associated with a failure of the waterproofing detail between the elements.	The Builder has failed to prevent water entering the car parks fire escape. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'. The defect also represents a failure by the Builder to comply with the following requirement(s): • BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground. • BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP.1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. • BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS F1.4: Waterproofing membranes for external above ground use must comply with AS 4654 Parts 1 and 2.	Remove abutting tiles and screed and repair waterproofing membrane to comply with the requirements of AS4654.2. Reinstall finishes.	 20250501_103159.jpg 1/05/25 10:31 AM

Building Defects Schedule

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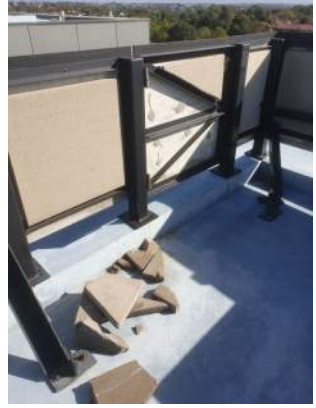


Item	Area	Defect	Substantiation	Actions	Defect Photograph
CA. A2.000 6	Building A2 Ground Level Eastern Carpark Fire Escape Landing	Water ingress identified at the sill of the aluminium framed door associated with a lack of water shedding or drainage mechanism to the external landing.	The Builder has failed to prevent water entering the building. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and HBA Part 2C clause 18B(e) breach: 'a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling'. The defect also represents a failure by the Builder to comply with the following requirement(s): • BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground. • BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP.1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. • BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Performance Requirement FP1.3: A drainage system for the disposal of surface water must – (a) convey surface water to an appropriate outfall; and (b) undue dampness or deterioration of building elements. AS 2047 – SECTION 7 INSTALLATION; 7.2 INSTALLATION; 7.2.2 FLASHING: 'Flashing shall be incorporated into the building envelope where it is necessary— (a) to restrict water from entering into the interior of a building from the exterior; (b) to restrict water passing across a cavity to the inner leaf; or (c) to shed water through cladding to the outer face'. AS 4654.2 – SECTION 2 DESIGN AND INSTALLATION; 2.8 TERMINATION OF MEMBRANES; 2.8.3 DOORS AND WINDOWS ONTO EXTERNAL WATERPROOFED AREAS: 'For doors and windows onto external waterproofed areas, the following apply: (a) Sub-sill flashings shall be included as part of the membrane system. (b) Where the internal and external finished floor levels do not allow an upturn, the membranes shall be fixed under the sill and terminate into the stormwater system'.	Create water stop at door sill and correct falls to external landing so water drains away from door sill. If this is not possible, introduce grated strip drain to the threshold. All works to be incorporated with the associated external waterproof membrane in accordance with AS4654.2.	 20250501_103219.jpg 1/05/25 10:32 AM -33.907714,151.153317
CA. A2.000 7	Building A2 Ground Level Building A Eastern Entry Stairs	Efflorescence leaching from beneath the tiled concrete stairs associated with either failure of the waterproof membrane system or inadequate detailing of the membrane system.	The cause of the efflorescence couldn't be substantiated at the time of inspection. Destructive investigation is required to determine the construction detail and to determine whether a defect is present. Following review of additional supplied plans and documentation we have determined that the location of this defect corresponds with water ingress to the carpark below identified under item CP.0001 of the Building Defect Schedule. The water ingress below through the slab infill above the disabled parking bays confirms a failure of the waterproof membrane at this location and the tiled finishes will need to be removed to conduct the required waterproofing repairs. We could not at the time of inspection justify removal of the tiled finishes and risking further damage to the already compromised waterproof membrane and risk further water ingress creating additional safety issues to the disabled parking area below.	We recommend destructive on-site investigations are completed.	 20250501_110451.jpg 1/05/25 11:04 AM -33.907995,151.153164

Building Defects Schedule

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Item	Area	Defect	Substantiation	Actions	Defect Photograph
CA. A2.000 8	Building A2 Level 2 Eastern Facade Northern End	Crack in concrete panel at Level 2 balcony.	The Builder has failed to prevent cracking of the structural facade member. The author considers the recorded defects to be non-compliant with the following statutory requirements: - HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; and - HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: 'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected'.	In accordance with the guidelines set out in the NSW Guide to Standards and Tolerances, the crack should be monitored for a period of 12 months. If the crack remains a Category 2 or lower, the crack is considered not defective. If the crack increases above a Category 2 or a notable offset of more than 15mm in a 3m plane is detected, further action will be required.	 20250501_110652.jpg 1/05/25 11:06 AM -33.908027,151.153158
CA. A2.000 9	Building A2 Rooftop Northern Acoustic Barrier	Acoustic panel has delaminated from barrier.	The Builder has failed to adequately adhere the acoustic insulation panels to the rooftop plant enclosure. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,' HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.	Replace damaged delaminated acoustic panel using a suitable adhesive.	 20250501_140503.jpg 1/05/25 2:05 PM -33.907734,151.153066
CA. A2.001 0	Building A2 Rooftop Southern Acoustic Barrier	Acoustic panel has delaminated from barrier.	The Builder has failed to adequately adhere the acoustic insulation panels to the rooftop plant enclosure. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,' HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.	Replace damaged delaminated acoustic panel using a suitable adhesive.	 20250501_140835.jpg 1/05/25 2:08 PM -33.907761,151.152945

Building Defects Schedule

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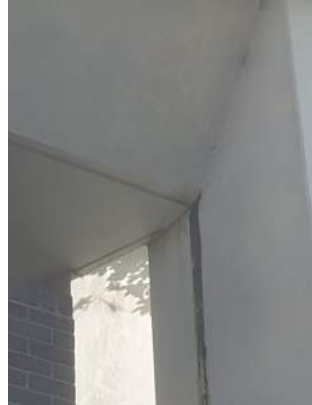


Item	Area	Defect	Substantiation	Actions	Defect Photograph
CA. A2.001 1	Building A2 North East Corner Boundary Fence and Gate	Inadequate provision of footings and mechanical fixing of the fence structure have left the structure unstable and not secure.	The Builder has failed to adequately secure the fence and gate to facilitate both the safety and security of the property. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract, HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: · BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: OBJECTIVE B01: The Objective of this Part is to – (a) safeguard people from injury caused by structural failure; and (b) safeguard people from loss of amenity caused by structural behaviour; · BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.	Remove fence and gate structure. Install a reinforced concrete strip footing of adequate dimension to support the structure. Refit the fence and gate structure and replace any damaged or non salvageable components.	 20250501_133806.jpg 1/05/25 1:38 PM

Building Defects Schedule

2834.2025 Marrick & Co 18 Lilydale



Item	Area	Defect	Substantiation	Actions	Defect Photograph
Building B					
CA. B.0001	Building B Level 2 North Eastern Planter Box	Leaching from base of planter box indicating a failure of the waterproof membrane to the planter box internally.	Further investigations are required to verify the presence of the alleged defect. Further investigations were conducted on the 7/10/25. A localised water test was conducted by way of introducing water to the planter of the corresponding Unit 202 above. Within approximately 20 minutes water could be seen running down the wall beneath the planter box. The Builder has failed to effectively waterproof the planter box and prevent the penetration of water through structural concrete elements. It is the author's opinion that the Builder has breached the following warranties: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract'; HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defect also represents a failure by the Builder to comply with the following requirement(s): BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: 'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.' BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: Deemed to Satisfy Provisions F1.4: "Waterproof membranes for external above ground use must comply with AS4654 Parts 1 and 2."	It is not envisaged that localised repair will be feasible and that comprehensive repairs will be needed requiring regulated designs be issued under the D&BPA Act. Remove the contents of the planter box. If possible, store plantings for reinstatement. Prepare the substrate and re waterproof the planter box in strict accordance with the requirements of AS4654.2 including all drainage and overflow details. Flood test the planter box for 24 hours prior to reinstatement of soil and plants and provide a report to the Owners. Reinstall soil and plants following successful flood test.	 20250501_111557.jpg 1/05/25 11:15 AM -33.907579,151.153674
CA. B.0002	Building B Rooftop Eastern Central Drainage Outlet	Evidence of isolated waterproof membrane delamination around the drain.	The Builder has failed to provide a continuous barrier impervious to water as per the requirements of AS4654.2. HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,' HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new'; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. AS 4654.2 External Waterproofing Membranes for above ground use, Part 2 Design and Installation, Section 1.3 Definitions, Clause 1.3.6 Membrane; 'An impervious barrier to liquid or water...'	The membrane should be locally removed and reinstated in accordance with the manufacturers specifications and to comply with the requirements of AS4654.2.	 20250501_112354.jpg 1/05/25 11:23 AM -33.907737,151.153514

Building Defects Schedule

2834.2025 Marrick & Co 18 Lilydale



Item	Area	Defect	Substantiation	Actions	Defect Photograph
CA. B.0003	Building B Rooftop Southern Recess Parapet Walls	Water filled blisters behind the facade coating to the walls forming the southern recess above the top floor balcony indicating a failure of the wall coating.	The Builder has failed to prevent water penetrating beneath the wall coating. HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,' HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'.	The damaged facade coating should be locally removed and the substrate allowed to dry. The wall section should then be prepared for coating in accordance with the procedures stipulated in AS2311. An elastomeric coating should then be applied to the top and both internal and external; face of the wall to the nearest control joint and or architectural break to ensure continuity of the face sealed system. Works should generally comply with the requirements of AS2311 and AS4654. All works should be done in accordance with the product manufacturers recommendations.	 20250501_112601.jpg 1/05/25 11:26 AM -33.907750,151.153368
CA. B.0004	Building B Rooftop Southern Parapet Wall Overflow	Water filled blisters behind the facade coating above and surrounding the southern central overflow outlet indicating a failure of the wall coating.	The Builder has failed to prevent water penetrating beneath the wall coating. HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,' HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'.	The damaged facade coating should be locally removed and the substrate allowed to dry. The wall section should then be prepared for coating in accordance with the procedures stipulated in AS2311. An elastomeric coating should then be applied to the top and both internal and external; face of the wall to the nearest control joint and or architectural break to ensure continuity of the face sealed system. Works should generally comply with the requirements of AS2311 and AS4654. All works should be done in accordance with the product manufacturers recommendations.	 20250501_112742.jpg 1/05/25 11:27 AM -33.907778,151.153412

Building Defects Schedule

2834.2025 Marrick & Co 18 Lilydale



Item	Area	Defect	Substantiation	Actions	Defect Photograph
CA. B.0005	Building B Rooftop South End of West Facing Parapet External	Water filled blisters behind the facade coating to the western elevation indicating a failure of the wall coating.	The Builder has failed to prevent water penetrating beneath the wall coating. HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,' HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'.	The damaged facade coating should be locally removed and the substrate allowed to dry. The wall section should then be prepared for coating in accordance with the procedures stipulated in AS2311. An elastomeric coating should then be applied to the top and both internal and external; face of the wall to the nearest control joint and or architectural break to ensure continuity of the face sealed system. Works should generally comply with the requirements of AS2311 and AS4654. All works should be done in accordance with the product manufacturers recommendations.	 20250501_112920.jpg 1/05/25 11:29 AM -33.907716,151.153354
CA. B.0006	Building B Rooftop South End of West Facing Parapet Internal	Water filled blisters behind the facade coating to the internal side of the western elevation indicating a failure of the wall coating.	The Builder has failed to prevent water penetrating beneath the wall coating. HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,' HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'.	The damaged facade coating should be locally removed and the substrate allowed to dry. The wall section should then be prepared for coating in accordance with the procedures stipulated in AS2311. An elastomeric coating should then be applied to the top and both internal and external; face of the wall to the nearest control joint and or architectural break to ensure continuity of the face sealed system. Works should generally comply with the requirements of AS2311 and AS4654. All works should be done in accordance with the product manufacturers recommendations.	 20250501_113121.jpg 1/05/25 11:31 AM -33.907640,151.153329

Building Defects Schedule

2834.2025 Marrick & Co 18 Lilydale

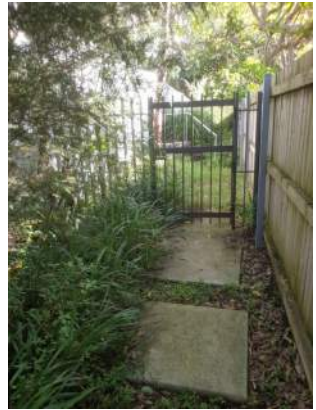


Item	Area	Defect	Substantiation	Actions	Defect Photograph
CA. B.0007	Building B Rooftop North End of West Facing Parapet External	Water filled blisters behind the facade coating to the western elevation indicating a failure of the wall coating.	The Builder has failed to prevent water penetrating beneath the wall coating. HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,' HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'.	The damaged facade coating should be locally removed and the substrate allowed to dry. The wall section should then be prepared for coating in accordance with the procedures stipulated in AS2311. An elastomeric coating should then be applied to the top and both internal and external; face of the wall to the nearest control joint and or architectural break to ensure continuity of the face sealed system. Works should generally comply with the requirements of AS2311 and AS4654. All works should be done in accordance with the product manufacturers recommendations.	 20250501_113125.jpg 1/05/25 11:31 AM -33.907629,151.153312
CA. B.0008	Building B Northern End of Rooftop Central Bay	Topping applied to the substrate has cracked and caused separation of the applied waterproof membrane.	The Builder has failed to provide a continuous barrier impervious to water as per the requirements of AS4654.2. HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,' HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. AS 4654.2 External Waterproofing Membranes for above ground use, Part 2 Design and Installation, Section 1.3 Definitions, Clause 1.3.6 Membrane; 'An impervious barrier to liquid or water... '.	Locally remove the membrane coating along the cracks. Grind out the cracks to a depth of 5mm and a width of 5mm. Fill the newly created chase with a semi flexible epoxy mortar. Prepare the surface and reapply waterproofing membrane in strict accordance with both AS4654.2 and the membrane manufacturers recommendations.	 20250501_113308.jpg 1/05/25 11:33 AM -33.907610,151.153429

Building Defects Schedule

2834.2025 Marrick & Co 18 Lilydale

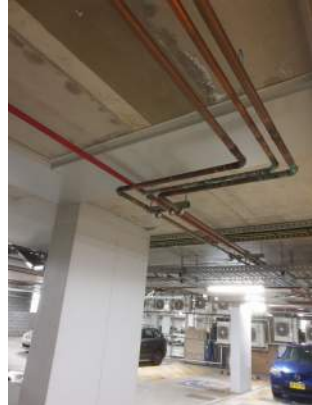
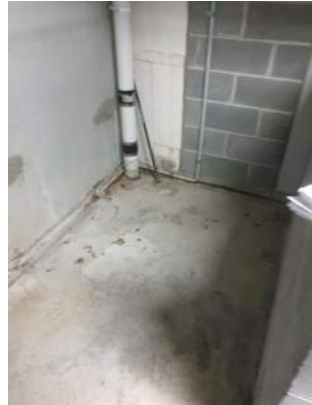


Item	Area	Defect	Substantiation	Actions	Defect Photograph
CA. B.0009	Building B North West Corner Boundary Fence and Gate	Inadequate provision of footings and fixing of the fence structure have left the structure unstable and not secure. The gate affords emergency egress from the basement carpark.	The Builder has failed to adequately secure the fence and gate to facilitate both the safety and security of the property. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,' HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: · BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: OBJECTIVE BO1: The Objective of this Part is to – (a) safeguard people from injury caused by structural failure; and (b) safeguard people from loss of amenity caused by structural behaviour; · BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.	Remove fence and gate structure. Install a reinforced concrete strip footing of adequate dimension to support the structure. Refit the fence and gate structure and replace any damaged or non salvageable components.	 20250501_133952.jpg 1/05/25 1:39 PM -33.907487,151.153228
CA. B.0010	Building B North East Corner Boundary Fence and Gate	Inadequate provision of footings and fixing of the fence structure have left the structure unstable and not secure. The gate affords emergency egress from the basement carpark.	The Builder has failed to adequately secure the fence and gate to facilitate both the safety and security of the property. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,' HBA Part 2C clause 18B(b) breach: 'a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: · BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: OBJECTIVE BO1: The Objective of this Part is to – (a) safeguard people from injury caused by structural failure; and (b) safeguard people from loss of amenity caused by structural behaviour; · BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.	Remove fence and gate structure. Install a reinforced concrete strip footing of adequate dimension to support the structure. Refit the fence and gate structure and replace any damaged or non salvageable components.	 20250501_135149.jpg 1/05/25 1:51 PM -33.907524,151.153405

Building Defects Schedule

2834.2025 Marrick & Co Carpark



Item	Area	Defect	Substantiation	Actions	Defect Photograph
Carpark					
CP.000 1	Carpark Visitor Level Infill Slab Above Disabled Parking	Water ingress identified associated with the cold joint of the infill slab above the disabled parking bays. Installed catch trays and negative membrane inadequate with active leaks. Top side waterproofing has failed.	The Builder has failed to effectively waterproof the podium above allowing for uncontrolled water ingress into the carpark and long term exposure of the steel reinforcement elements within slab infill to water which will lead to spalling and premature failure of the steel elements. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: 'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.' BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: 'A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground.' BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: DEEMED-TO-SATISFY PROVISIONS F1.4 EXTERNAL ABOVE GROUND MEMBRANES: 'Waterproofing membranes for external above ground use must comply with AS 4654 Parts 1 and 2'.	Remove hard landscaping elements concealing the cold joints above. Waterproof joints in accordance with the requirements of AS4654.2. Reinstate hard landscaping elements and make good all affected finishes.	 20250501_143209.jpg 1/05/25 2:32 PM -33.908171,151.152918
CP.000 2	Carpark Visitor Level North East Fire Exit	Water ingress beneath wall adjacent to fire exit door indicating a failure of the waterproof membrane externally.	The Builder has failed to effectively waterproof the external landing allowing for uncontrolled water penetration into the carpark. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: 'A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground.' BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: DEEMED-TO-SATISFY PROVISIONS F1.4 EXTERNAL ABOVE GROUND MEMBRANES: 'Waterproofing membranes for external above ground use must comply with AS 4654 Parts 1 and 2'.	The paved finishes to the area external to the wall are to be removed exposing the waterproof membrane. The waterproof membrane junction to the wall is to be rectified in accordance with the requirements of AS4654.2. Reinstate paving and make good affected finishes.	 20250501_143942.jpg 1/05/25 2:39 PM

Building Defects Schedule

2834.2025 Marrick & Co Carpark

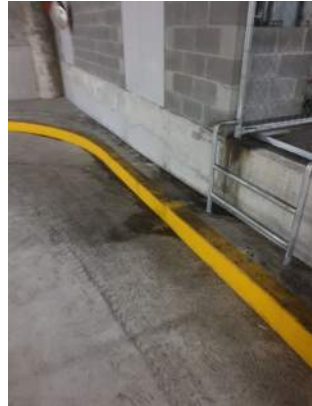


Item	Area	Defect	Substantiation	Actions	Defect Photograph
CP.000 3	Carpark Visitor Level Western Boundary Visitor Parking	Active leak from storm water outlet situated above visitor parking bay.	The Builder has failed to manage storm water in accordance with the requirements of AS3500.3 and or waterproofed the outlet in accordance with AS4654.2 leading to uncontrolled water ingress into the carpark. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: 'A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground'. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: DEEMED-TO-SATISFY PROVISIONS F1.4 EXTERNAL ABOVE GROUND MEMBRANES: 'Waterproofing membranes for external above ground use must comply with AS 4654 Parts 1 and 2'.	Locate drainage outlet above and conduct a localised flood test. If the failure is identified to be associated with the waterproofing termination into the drain, take the existing waterproofing back to the substrate, prepare the surface, and re waterproof the termination in accordance with the waterproofing products directions and AS4654.2. If the failure is identified to be associated with the pipe work, replace the defective pipe work.	 20250501_144329.jpg 1/05/25 2:43 PM
CP.000 4	Carpark Visitor Level Lot 88 Parking Bay	Crack in slab above Lot 88 (western boundary) Parking Bay leaching efflorescence.	The Builder has failed to effectively waterproof the external landing allowing for uncontrolled water penetration into the carpark. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: 'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.' BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: 'A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground'. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: DEEMED-TO-SATISFY PROVISIONS F1.4 EXTERNAL ABOVE GROUND MEMBRANES: 'Waterproofing membranes for external above ground use must comply with AS 4654 Parts 1 and 2'. AS 3600 – SECTION 2 DESIGN PROCEDURES, ACTIONS AND LOADS; 2.3 DESIGN FOR SERVICEABILITY; 2.3.3 CRACKING; 2.3.3.1 GENERAL: 'Cracking in concrete structures shall be controlled so that structural performance, durability and appearance of the structure is not compromised'.	Remove hard landscaping elements concealing the waterproofing above. Remove existing waterproofing to parent substrate, prepare and re waterproof the external landing in accordance with the requirements of AS4654.2. Perform crack injection to the crack using a proprietary system in strict accordance with the manufacturers recommendations. Reinstate hard landscaping elements and make good all affected finishes.	 20250501_144556.jpg 1/05/25 2:45 PM

Building Defects Schedule

2834.2025 Marrick & Co Carpark

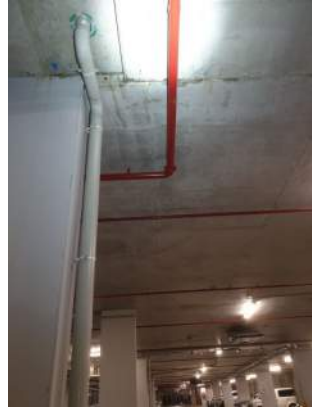


Item	Area	Defect	Substantiation	Actions	Defect Photograph
CP.000 5	Carpark Visitor Level Lot 76 Parking Bay	Active leak from storm water outlet situated above Lot 76 parking bay (western boundary).	The Builder has failed to manage storm water in accordance with the requirements of AS3500.3 and or waterproofed the outlet in accordance with AS4654.2 leading to uncontrolled water ingress into the carpark. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'; and The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: 'A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground'. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: DEEMED-TO-SATISFY PROVISIONS F1.4 EXTERNAL ABOVE GROUND MEMBRANES: 'Waterproofing membranes for external above ground use must comply with AS 4654 Parts 1 and 2'.	Locate drainage outlet above and conduct a localised flood test. If the failure is identified to be associated with the waterproofing termination into the drain, take the existing waterproofing back to the substrate, prepare the surface, and re waterproof the termination in accordance with the waterproofing products directions and AS4654.2. If the failure is identified to be associated with the pipe work, replace the defective pipe work.	 20250501_144947.jpg 1/05/25 2:49 PM
CP.000 6	Carpark Visitor Level Fire Tank Room	Water leak from Fire Tank Room distributing uncontrolled water to the Visitor/B1 carpark ramp.	Further investigations are required to verify the presence of the alleged defect. Further investigations were conducted on the 8/10/25. Access was gained to the fire tank room. No leaks were identified associated with the fire tank itself. A number of aluminium water stops and waterproofing bandages have been installed to the perimeter of the room presumably to manage storm water ingress. Based on both this inspection and our previous inspection storm water running down the west facing wall is bypassing these waterproofing measures and making its way to the driveway. It is understood that the below grade wall will allow water ingress but it must be controlled. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: 'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected'. BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: 'A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground'. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'.	Either repair the existing water containment measures or introduce a new drain along the boundary wall plumbed into the existing car park drainage systems.	 20250501_145135.jpg 1/05/25 2:51 PM

Building Defects Schedule

2834.2025 Marrick & Co Carpark

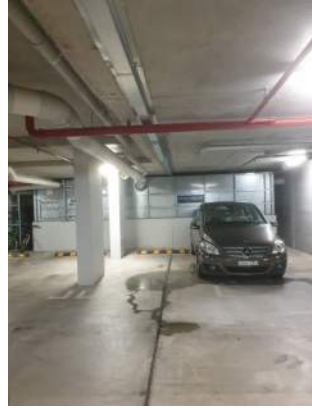
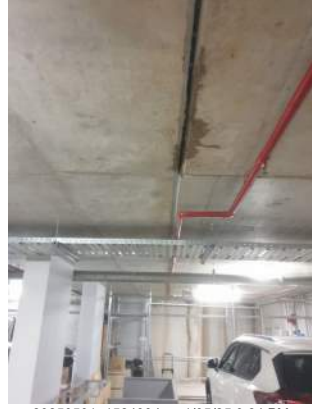


Item	Area	Defect	Substantiation	Actions	Defect Photograph
CP.000 7	Carpark Visitor Level Street Level Ramp Soffit	Active water ingress from cold joint between the soffit of the street level driveway and abutting concrete structure.	The Builder has failed to effectively waterproof the driveway joint above allowing for uncontrolled water ingress into the carpark and long term exposure of the steel reinforcement elements within driveway cold joint to water which will lead to spalling and premature failure of the steel elements. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: 'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.' BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. AS 3600 - SECTION 14 JOINTS; EMBEDDED ITEMS AND FIXINGS; 14.1 JOINTS; 14.1.4 JOINT FILLERS AND SEALANTS.	Re detail the cold joint to the driveway in accordance with the requirements of AS3600.	 20250501_145416.jpg 1/05/25 2:54 PM
CP.000 8	Carpark B1 Base Of Street Level Ramp	Active water ingress from cold joint situated at the base of the street level driveway.	The Builder has failed to effectively waterproof the driveway joint above allowing for uncontrolled water ingress into the carpark and long term exposure of the steel reinforcement elements within driveway cold joint to water which will lead to spalling and premature failure of the steel elements. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: 'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.' BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. AS 3600 - SECTION 19 JOINTS; EMBEDDED ITEMS AND FIXINGS; 19.1 JOINTS; 19.1.4 JOINT FILLERS AND SEALANTS.	Re detail the cold joint to the driveway in accordance with the requirements of AS3600.	 20250501_145647.jpg 1/05/25 2:56 PM

Building Defects Schedule

2834.2025 Marrick & Co Carpark



Item	Area	Defect	Substantiation	Actions	Defect Photograph
CP.0009	Carpark B1 Construction Joint Above Lot 171/212 Parking Bays	Active water ingress identified through the construction joint situated between 178 Livingstone and 18 Lilydale affecting trafficable areas and Lot 171 storage cage. Installed catch trays not effective. Top side waterproofing has failed.	The Builder has failed to effectively detail and waterproof the construction joint above allowing for uncontrolled water ingress into the carpark and long term exposure of the steel reinforcement elements within construction joint to water which will lead to spalling and premature failure of the steel elements. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: 'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.' BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: 'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause. (a) unhealthy or dangerous conditions, or loss of amenity to occupants, and (b) undue dampness or deterioration of building element'. BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: DEEMED-TO-SATISFY PROVISIONS F1.4 EXTERNAL ABOVE GROUND MEMBRANES: 'Waterproofing membranes for external above ground use must comply with AS 4654 Parts 1 and 2'. AS 3600 - SECTION 14 JOINTS, EMBEDDED ITEMS AND FIXINGS, 14.1 JOINTS, 14.1.4 JOINT FILLERS AND SEALANTS.	Remove hard landscaping elements concealing the construction joint above. Detail and waterproof joint in accordance with the requirements of AS3600 and AS4654.2. Reinstall hard landscaping elements and make good all affected finishes.	 20250501_150456.jpg 1/05/25 3:04 PM
CP.0010	Carpark B2 Construction Joint Above Lot 167/169 Parking Bays	Active water ingress identified through the construction joint situated between 178 Livingstone and 18 Lilydale affecting B2 parking level and Lot 169 storage cage resulting from waterproofing failure at ground level above. Joint sealant to construction joint at B1 has failed.	The Builder has failed to effectively seal the construction joint in accordance with AS3600. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: 'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and HBA Part 2C clause 18B(c) breach: 'a warranty that the work will be done in accordance with, and will comply with, this or any other law'. The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: 'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.' AS 3600 - SECTION 14 JOINTS, EMBEDDED ITEMS AND FIXINGS, 14.1 JOINTS, 14.1.4 JOINT FILLERS AND SEALANTS.	Remove existing jointing material. Re detail construction joint in accordance with the requirements of AS3600.	 20250501_152433.jpg 1/05/25 3:24 PM

Building Defects Schedule

2834.2025 Marrick & Co Carpark



Item	Area	Defect	Substantiation	Actions	Defect Photograph
CP.001 1	Carpark B2 Soffit above Lot 169 Parking Bay Storage Cage	Crack in slab above Lot 169 Parking Bay leaching efflorescence and allowing water ingress into storage cages.	The Builder has failed to effectively control cracking in the concrete slab and prevent uncontrolled water ingress into the storage cages. The author considers the recorded defects to be non-compliant with the following statutory requirements: HBA Part 2C clause 18B(a) breach: <i>'a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract; and</i> HBA Part 2C clause 18B(c) breach: <i>'a warranty that the work will be done in accordance with, and will comply with, this or any other law'.</i> The defects also represent failures by the Builder to comply with one of, or a combination of the following: BCA SECTION B STRUCTURE – PART B1 STRUCTURAL PROVISIONS: FUNCTIONAL STATEMENTS BF1.1: <i>'A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.'</i> BCA SECTION F HEALTH AND AMENITY – PART F1 DAMP AND WEATHERPROOFING: FUNCTIONAL STATEMENTS FF1.2: <i>A building is to be constructed to provide resistance to moisture penetration from the outside including rising from the ground.</i> BCA - SECTION F HEALTH AND AMENITY - Part F1 DAMP AND WEATHERPROOFING: PERFORMANCE REQUIREMENTS FP:1.4: <i>'A roof and external wall (incl openings around windows and doors) must prevent the penetration of water that could cause.</i> <i>(a) unhealthy or dangerous conditions, or loss of amenity to occupants, and</i> <i>(b) undue dampness or deterioration of building element'.</i> AS 3600 – SECTION 2 DESIGN PROCEDURES, ACTIONS AND LOADS; 2.3 DESIGN FOR SERVICEABILITY; 2.3.3 CRACKING; 2.3.3.1 GENERAL: <i>'Cracking in concrete structures shall be controlled so that structural performance, durability and appearance of the structure is not compromised'.</i>	Identify water source by investigation of drainage provisions and retaining walls above. Rectify drainage provisions to comply with AS3500.3. Perform crack injection to the crack using a proprietary system in strict accordance with the manufacturers recommendations.	 20250501_152806.jpg 1/05/25 3:28 PM

Appendix C – Author's CV

Curriculum Vitae

Hugo Rudd Senior Remedial Engineer / Building Consultant

Key Experience

Hugo Rudd has over 23 years' experience in the building industry. He is a qualified Tradesman, Licensed Builder, Civil and Structural Engineer, and is currently working in a role as a Remedial Building Consultant.

Hugo's experience ranges from facilities maintenance, installation of acoustic systems, surveying, excavation, formwork and concreting, masonry works, drainage works, structural steel works, waterproofing, timber framing, interior fit out, quantity surveying, logistics, stakeholder communications, project management, and defect diagnosis working both in the Public and Private sectors. Some notable project clients include Roads and Maritime Services, Tafe NSW, RailCorp, North Sydney Council, The Australian Film and Television School, The University of NSW, The Estonian Consulate, Rapid Construction, Akira Homes, Interbau, Jim Wilson Constructions, Sound Barrier Systems, All Sound Constructions, Stone Electrical.

After working on a sub-contractor basis for many years, Hugo started Integral Enterprises Pty Ltd in 2018, primarily taking on the supervision of residential projects on Sydney's North Shore and Northern Beaches. He then returned to further his education, moving into the field of engineering with the intention of becoming more involved in the design and project management aspects of the industry.

Most recently, Hugo has moved into his role as a Senior Remedial Building Consultant with Diagnostech Pty Ltd, working on structural and waterproofing defect diagnosis, the development of repair methodologies and specifications, and tendering projects.

Hugo's practical knowledge of construction materials, procedures and implementation of these aspects give him a unique perspective on the identification and investigation of structural building defects.

Professional History

2022 – present	Diagnostech – Senior Remedial Building Consultant.
2018 – 2022	Integral Enterprises - Managing Director, Builder
2005 – 2018	Sole Trader/Contractor - Carpenter
2001 - 2005	Playtec – Factory Foreman, Installation Team Leader

Education and Professional Qualifications

Primary Qualifications

- BSc – Civil and Structural Engineering, Engineering Institute of Technology
- Cert.IV Building, Tafe NSW (lic.no.245183C)
- Cert.III Carpentry, Tafe NSW

Curriculum Vitae

Additional Training

- AGWA AS1288 Overhead, Barriers and Structural Training
- Ardex Academy Sheet Waterproofing Membranes Training
- CCI Contracts Management for Superintendents Training
- Class B Asbestos Removal
- ETIA Repair and Protection Workshop
- Health and Safety Representative Training
- MBA Internal Waterproofing Training
- Rail Industry Safety Induction (RISI)
- St John First Aid Certificate
- Workcover NSW Construction Induction

Relevant Project Experience

Building and Construction Projects

• The Grove, Roseville, NSW	- Quantity surveying and management of \$2,000,000+ residential building project.
• Chelmsford Avenue, Lindfield, NSW	- Structural works to \$2,000,000+ residential building project.
• Victoria Street, Roseville, NSW	- Foundation stabilisation and extensive structural remedial works to residential building project.
• McLeod Avenue, Roseville	- Foundation stabilisation and extensive structural remedial works to residential building project.
• Bradfield Road, Lindfield, NSW	- Structural works to BAL FZ residential building project.
• Ridge Street, North Sydney, NSW	- Management of extensive remedial works and conversion of heritage terrace.
• Kintore Street, Wahroonga	- Structural steel and concreting works to suspend upper floor of a masonry building.
• Talbot Street, St Peters, NSW	- Construction of acoustically isolated soundproof rehearsal and recording rooms.
• Wall Park Avenue, Seven Hills, NSW	- Management of installation team conducting major acoustic upgrades to residential properties under the direction of the RMS.

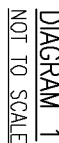
Remedial Engineering and Defect Assessment Projects

• Darling Point Road, Darling Point, NSW	- Structural concrete column failure diagnosis and rectification methodology.
• Wallaroy Crescent, Woollahra, NSW	- Extensive waterproofing and defective construction diagnosis and rectification methodology.
• Hunter Street, Waterloo, NSW	- Suspended swimming pool cracking investigations and diagnosis.
• Clement Street, Rushcutters Bay	- Façade assessment, remedial options study, specifications and tendering.

Curriculum Vitae

• Dora Street, Hurstville	- Assessment of façade and structural building defects
• Anthony Rolfe Avenue, Gungahlin	- Major defect assessment of waterproofing to 20 storey residential towers
• Kippax Street, Surry Hills	- Major defect assessment of façade and waterproofing defects relating to a converted heritage warehouse
• Elizabeth Street, Zetland	- Major defect assessment of waterproofing and façade defects
• Macquarie Street, Sydney	- Minor defect assessment of 19 storey residential unit building
• Philip Hodgins Street, Wright	- Major defect assessment of 190 defective balconies

Appendix D – Strata Plan



- APPURTENANT EASEMENT

- SURVEYOR
- PLAN OF SUBDIVISION OF LOT 2 IN

Name: **ADAM RICHARDSON**

Date: 29/04/2019

Reference: 160509 SP-AR

LGA:

Locality:

Reduction Ratio: 1:400

INNER WEST

MARRICKVILLE

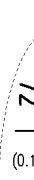
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REGISTERED

14/06/2019

CD004367

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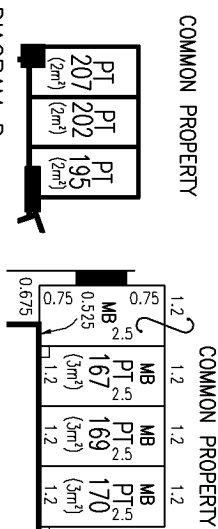
RATIO 1:75

Reference: 160509 SP-AR

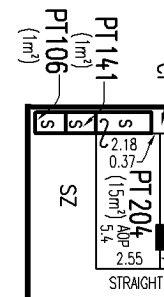
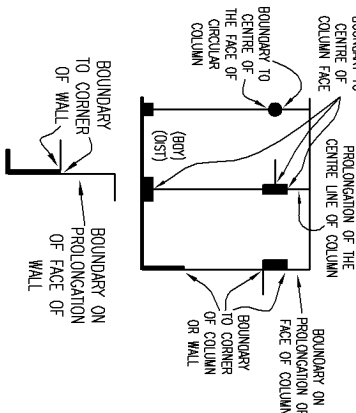
Lengths are in metres

SP99426

SEE BELOW LEFT



RISE NOTED



RATIO 1:100

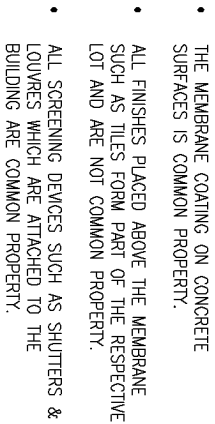
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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X:\16J085\16J0509 Morrickville Hospital\16J0509 FINAL STRATA PLAN\16J0509 SP SHD4_05 BASE1 PARKING.dwg

X:\16MOBS\160509 Merrickville Hospital\160509 FINAL STRATA PLAN\160509 SP SHT04_05 BASE1 PARKING.dwg



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STAIRA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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Name: **ADAM RICHARDSON**

Date: 29/04/2019

Reference: 160509 SP-AR

PLAN OF SUBDIVISION OF LOT 2 IN
DP 1230265

LGA:

Locality:

Reduction Ratio: 1:200

Lengths are in metres.

INNER WEST

MARRICKVILLE

1:200

REGISTERED



14/06/2019

SP99426

$\perp$ - DENOTES RIGHT ANGLE
PSFW - DENOTES PROLONGATION OF SOUTH FACE OF WALL

(N) - EASEMENT TO ACCESS AND USE CAR

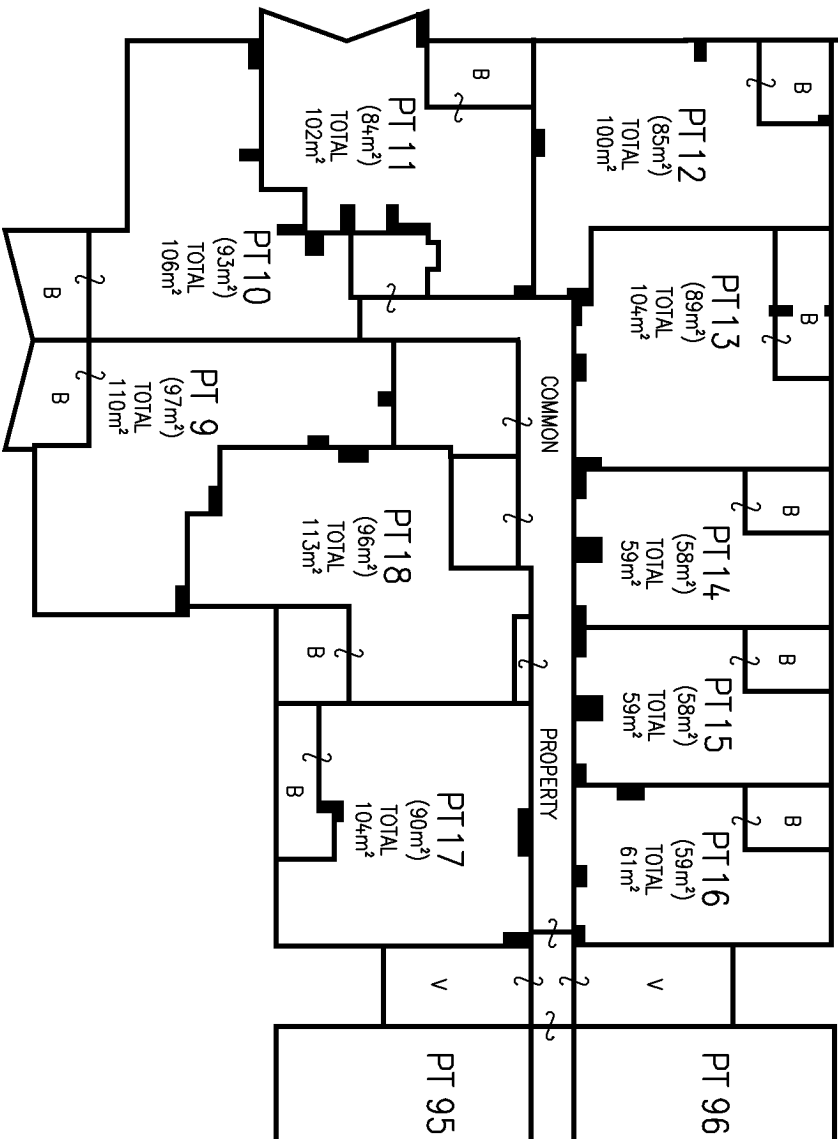
B - DENOTES BALCONY

PL - DENOTES DENOTES PLANTER

PL - DENOTES DENOTES PLANTER

X:\160085\160509 Morrickville Hospital\160509 FINAL STRATA PLAN\160509 SP SH07 A1 L01.dwg

LEVEL 2
BUILDING A1



SHEET 19 ADJOINS

- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

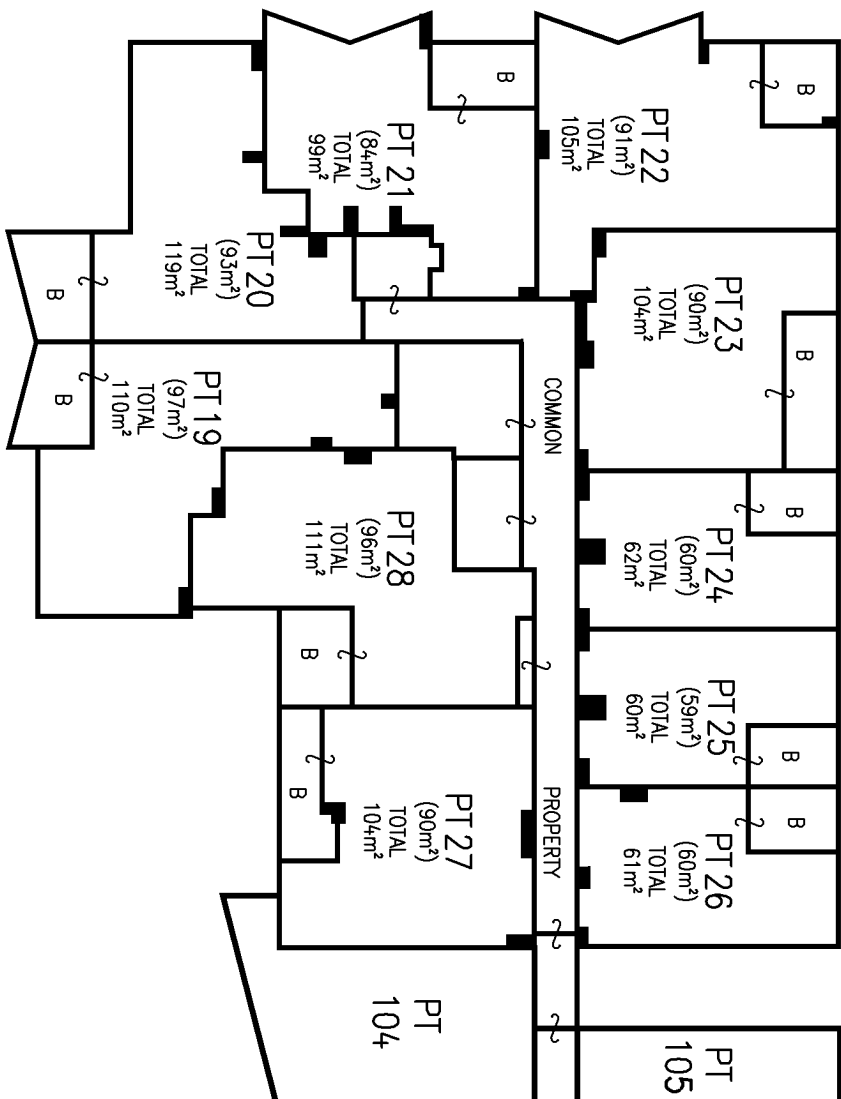
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B - DENOTES COVERED BALCONY
V - DENOTES VOID

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN	LGA:	INNER WEST	REGISTERED	
Name: ADAM RICHARDSON	DP 1230265	Locality: MARRICKVILLE			
Date: 29/04/2019		Reduction Ratio: 1:200		14/06/2019	
Reference: 160509 SP-AR		Lengths are in metres.			

SP99426

LEVEL 3
BUILDING A1



SHEET 20 ADJOINS

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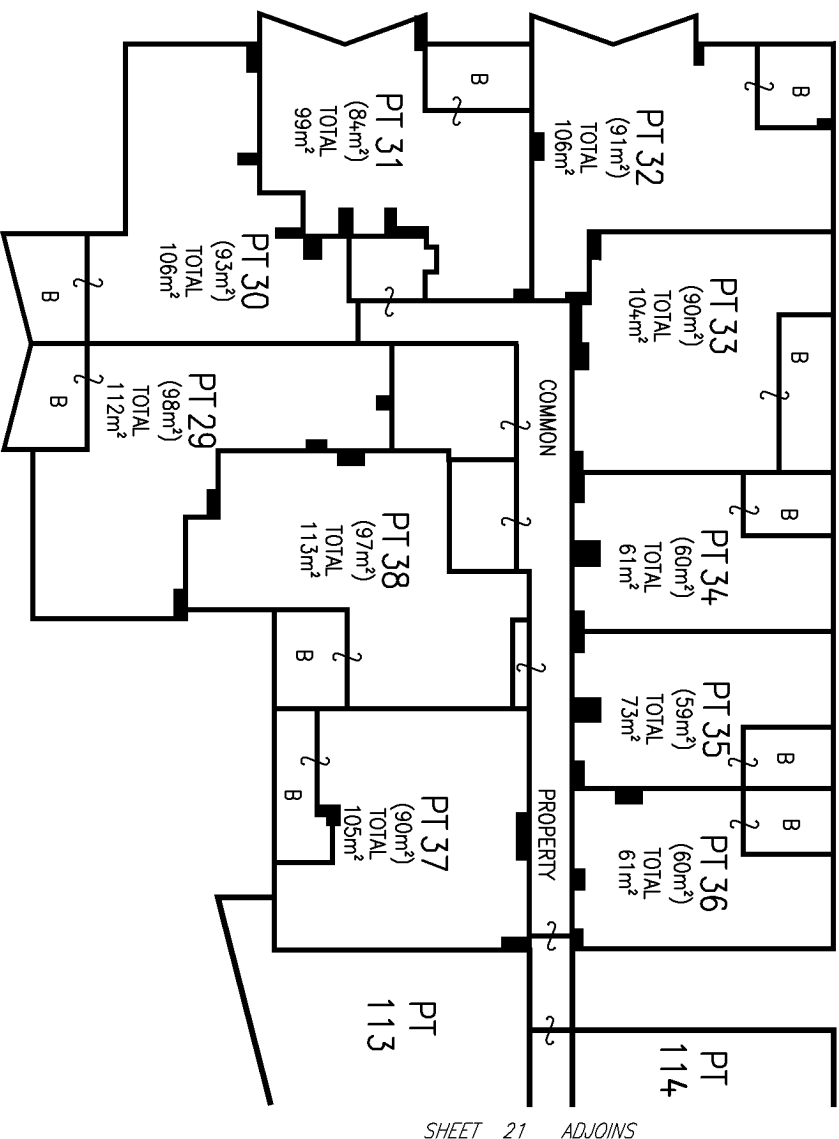
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B - DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN	LGA:	INNER WEST	REGISTERED	
Name: ADAM RICHARDSON	DP 1230265	Locality: MARRICKVILLE			
Date: 29/04/2019		Reduction Ratio: 1:200			
Reference: 160509 SP-AR		Lengths are in metres.			

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LEVEL 4
BUILDING A1



SHEET 21 ADJOINS

- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
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B - DENOTES COVERED BALCONY

SURVEYOR

Name: **ADAM RICHARDSON**

PLAN OF SUBDIVISION OF LOT 2 IN
DP 1230265

LGA:

INNER WEST

REGISTERED

Date: 29/04/2019

Locality:

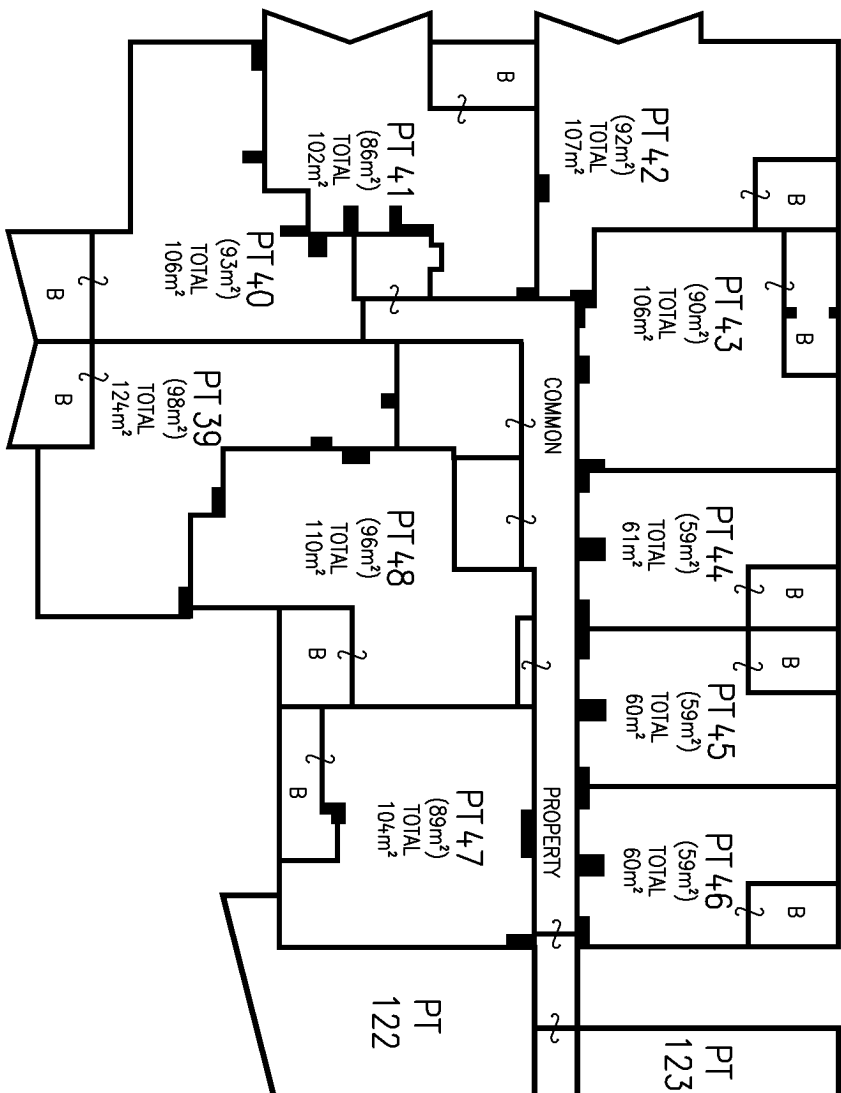
Reduction Ratio: 1:200



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LEVEL 5
BUILDING A1



SHEET 22 ADJOINS

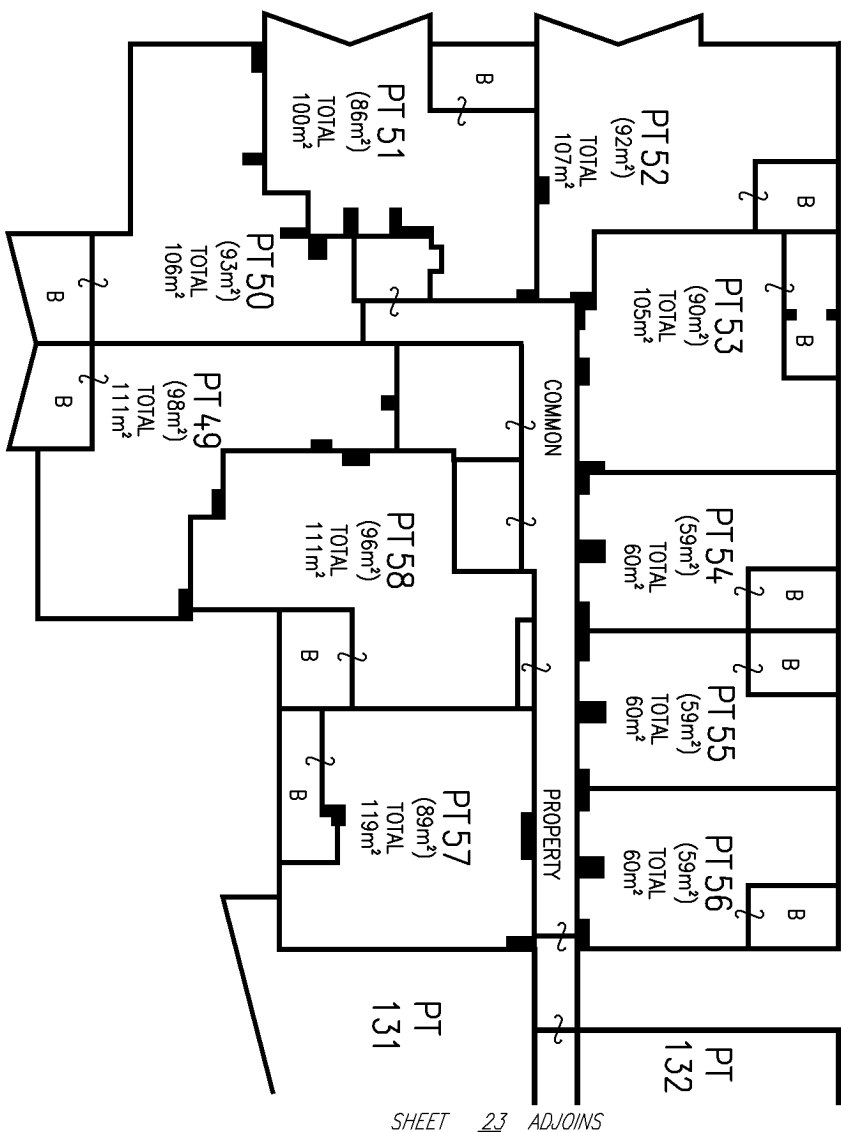
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B - DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN	LGA:	INNER WEST	REGISTERED	
Name: ADAM RICHARDSON	DP 1230265	Locality: MARRICKVILLE			
Date: 29/04/2019		Reduction Ratio: 1:200		14/06/2019	
Reference: 160509 SP-AR		Lengths are in metres.			

SP99426



SHEET 23 ADJOINS

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B - DENOTES COVERED BALCONY

SURVEYOR

ADAM RICHARDSON

PLAN OF SUBDIVISION OF LOT 2 IN
DP 1230265

LGA:

INNER WEST

REGISTERED

29/04/2019

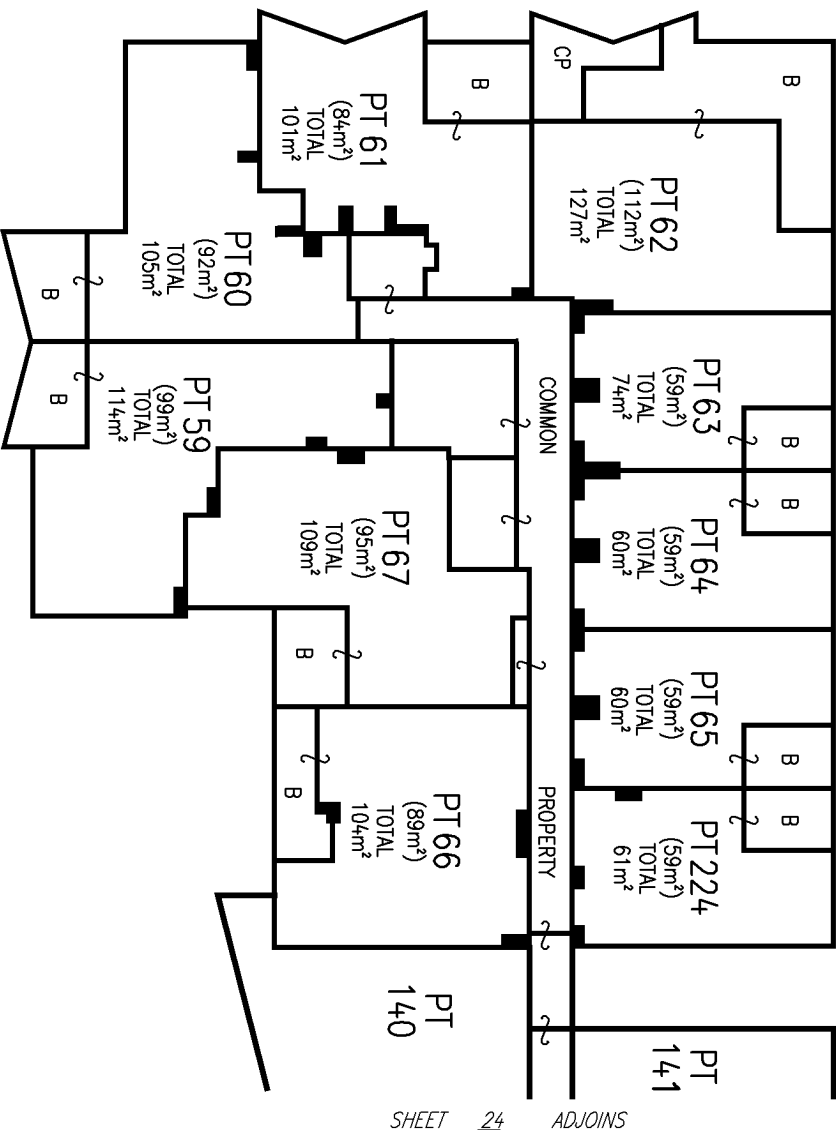
Locality: MARF



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LEVEL 7
BUILDING A1



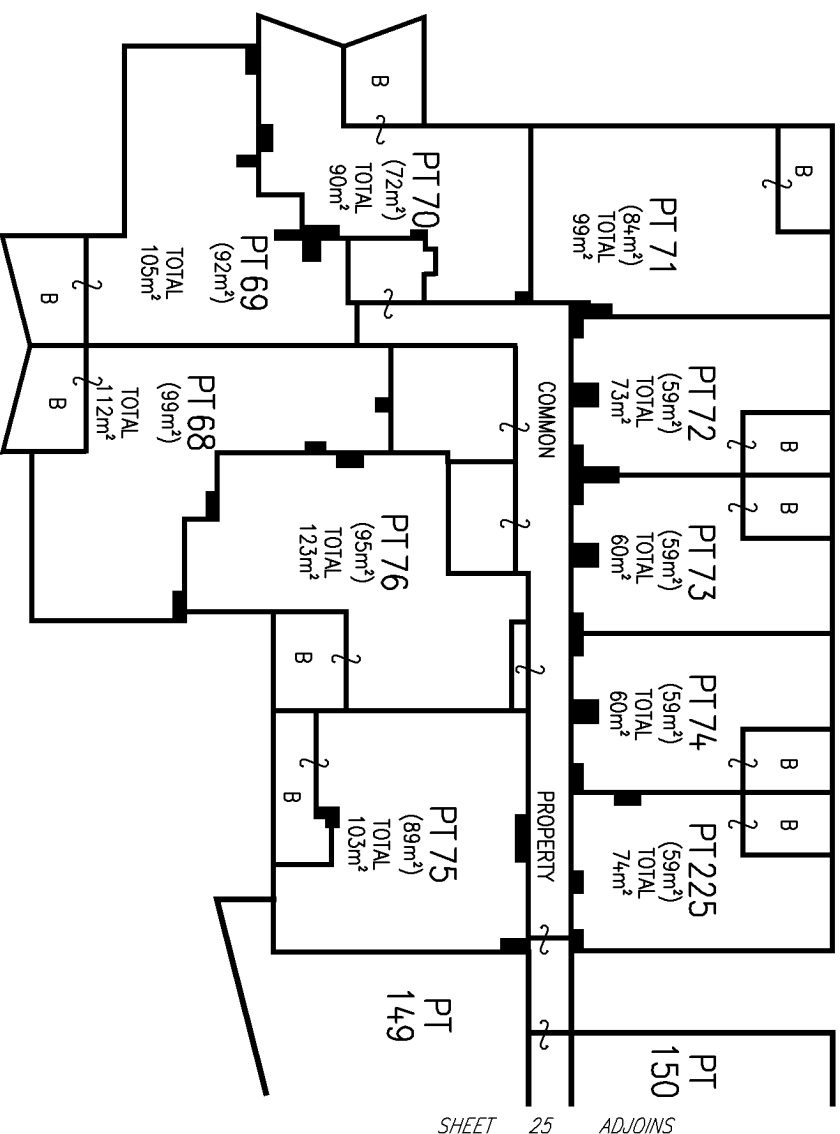
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B - DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN		
Name: ADAM RICHARDSON	DP 1230265		
Date: 29/04/2019	LGA: INNER WEST	LOCALITY: MARRICKVILLE	REGISTERED
Reference: 160509 SP-AR	Reduction Ratio: 1:200	Lengths are in metres.	14/06/2019
			SP99426

LEVEL 8
BUILDING A1



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
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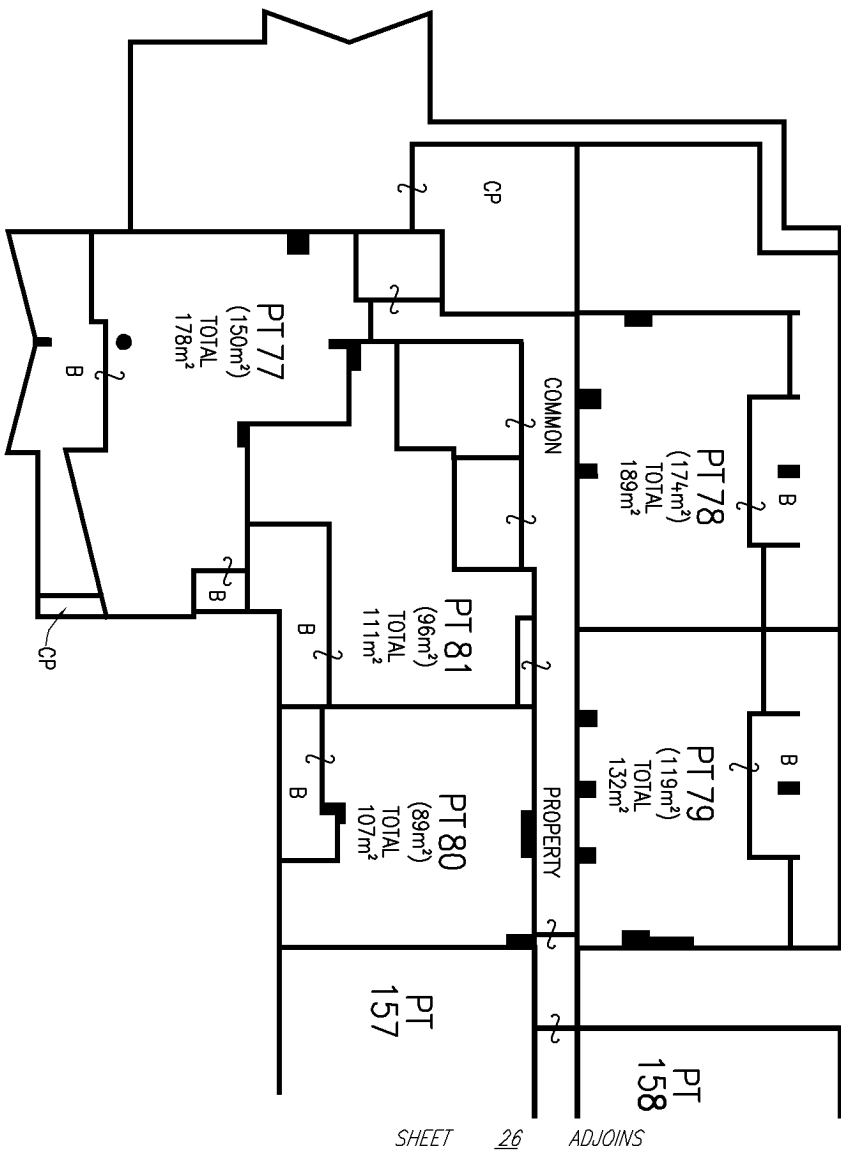
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B - DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN	LGA:	INNER WEST	REGISTERED	
Name: ADAM RICHARDSON	DP 1230265	Locality: MARRICKVILLE			
Date: 29/04/2019		Reduction Ratio: 1:200			
Reference: 160509 SP-AR		Lengths are in metres.			

SP99426

LEVEL 9
BUILDING A1



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
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THE STRATUM OF THE BALCONIES WHERE NOT COVERED BY LEVEL 10 IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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SURVEYOR

Name: **ADAM RICHARDSON**

Date: 29/04/2019

Reference: 160509 SP-AR

PLAN OF SUBDIVISION OF LOT 2 IN
DP 1230265

LGA:

Locality:

Reduction Ratio: 1:200

Lengths are in metres.

INNER WEST

MARRICKVILLE

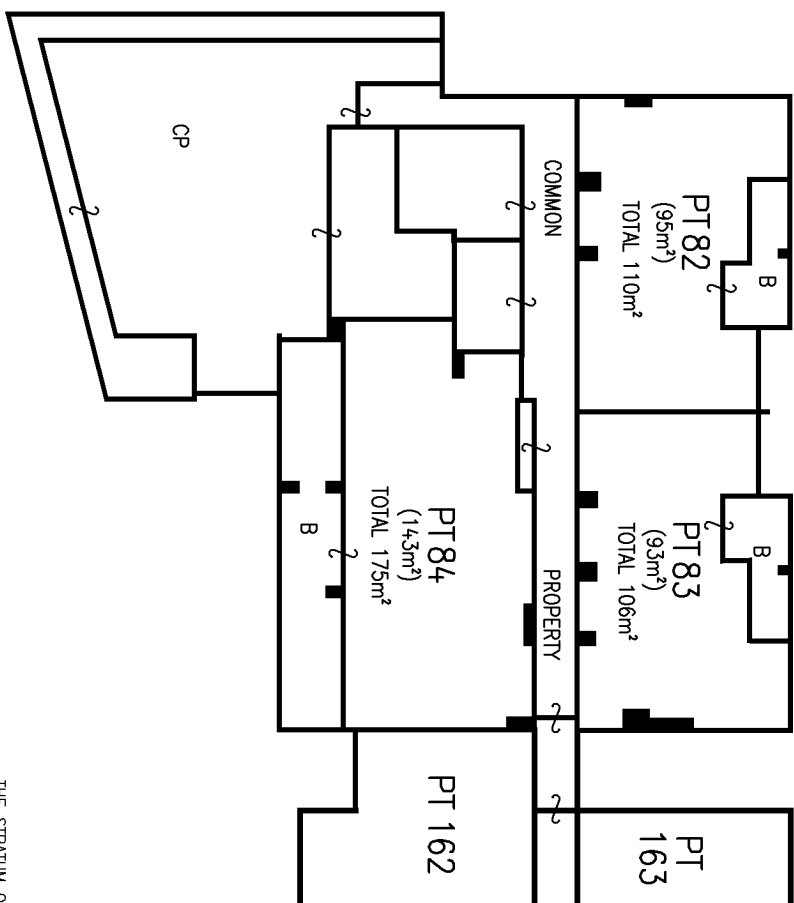
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REGISTERED

14/06/2019

SP99426

LEVEL 10
BUILDING A1



SHEET 27 ADJOINS

- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
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THE STRATUM OF THE BALCONIES WHERE NOT COVERED IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

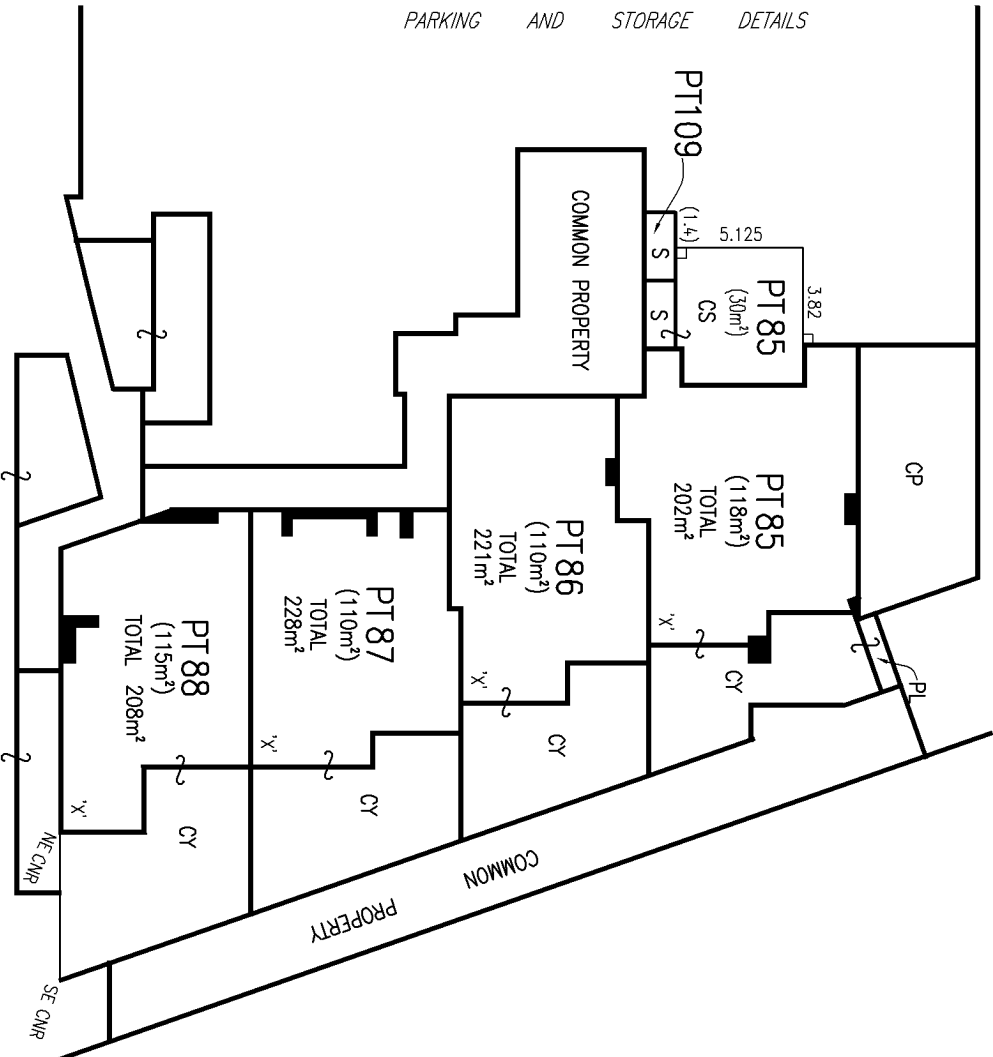
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SURVEYOR Name: ADAM RICHARDSON Date: 29/04/2019 Reference: 160509 SP-AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265	LGA: INNER WEST Locality: MARRICKVILLE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  14/06/2019	SP99426

GROUND LEVEL
BUILDING A2



SEE SHEET 6 FOR ADJOINING
PARKING AND STORAGE DETAILS



- 'X' DENOTES THE POSITION OF THE UPPER SURFACE OF THE FLOOR OF THE UNIT USED TO SET THE STRATUM LIMITS OF THE ADJOINING COURTYARDS.

- THE STRATUM OF THE COURTYARDS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THE MEMBRANE COATED CONCRETE FLOOR, WHERE NO STRUCTURAL BASE EXISTS, THE STRATUM OF THAT PART OF THE COURTYARD IS LIMITED IN DEPTH TO 2 METRES BELOW THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.

- THE STRATUM OF THE COURTYARDS AND PLANTERS WHERE NOT COVERED BY LEVEL 1 IS LIMITED IN HEIGHT TO 5.5 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.

- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
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SURVEYOR

Name: **ADAM RICHARDSON**

Date: **29/04/2019**

Reference: **160509 SP-AR**

PLAN OF SUBDIVISION OF LOT 2 IN
DP 1230265

LGA:

Locality:

Reduction Ratio: 1:200

Lengths are in metres.

INNER WEST

MARRICKVILLE

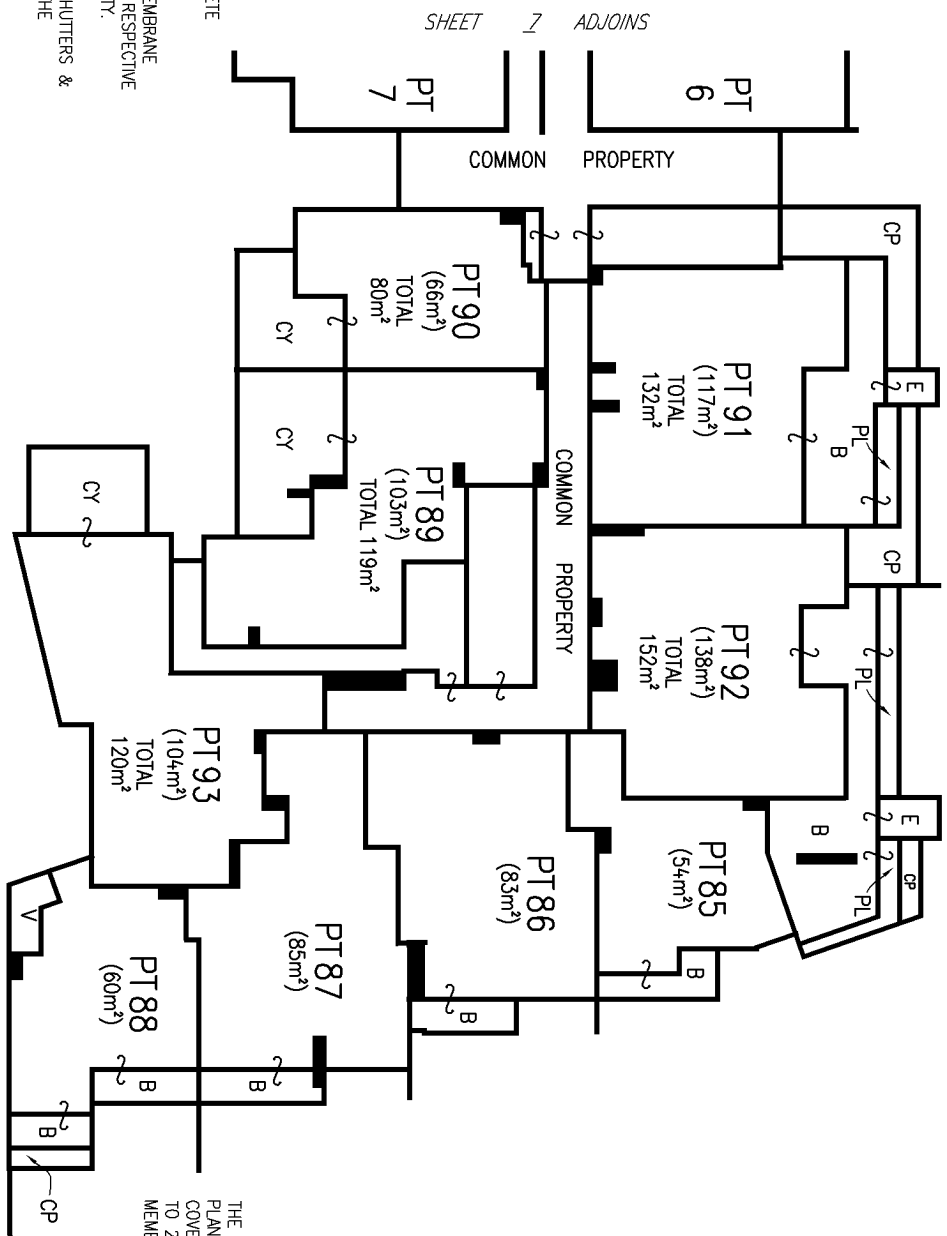
REGISTERED

14/06/2019



SP99426

LEVEL 1
BUILDING A2



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
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THE STRATUM OF THE BALCONIES, ENTRANCES, PLANTERS AND COURTYARDS WHERE NOT COVERED BY LEVEL 2 IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

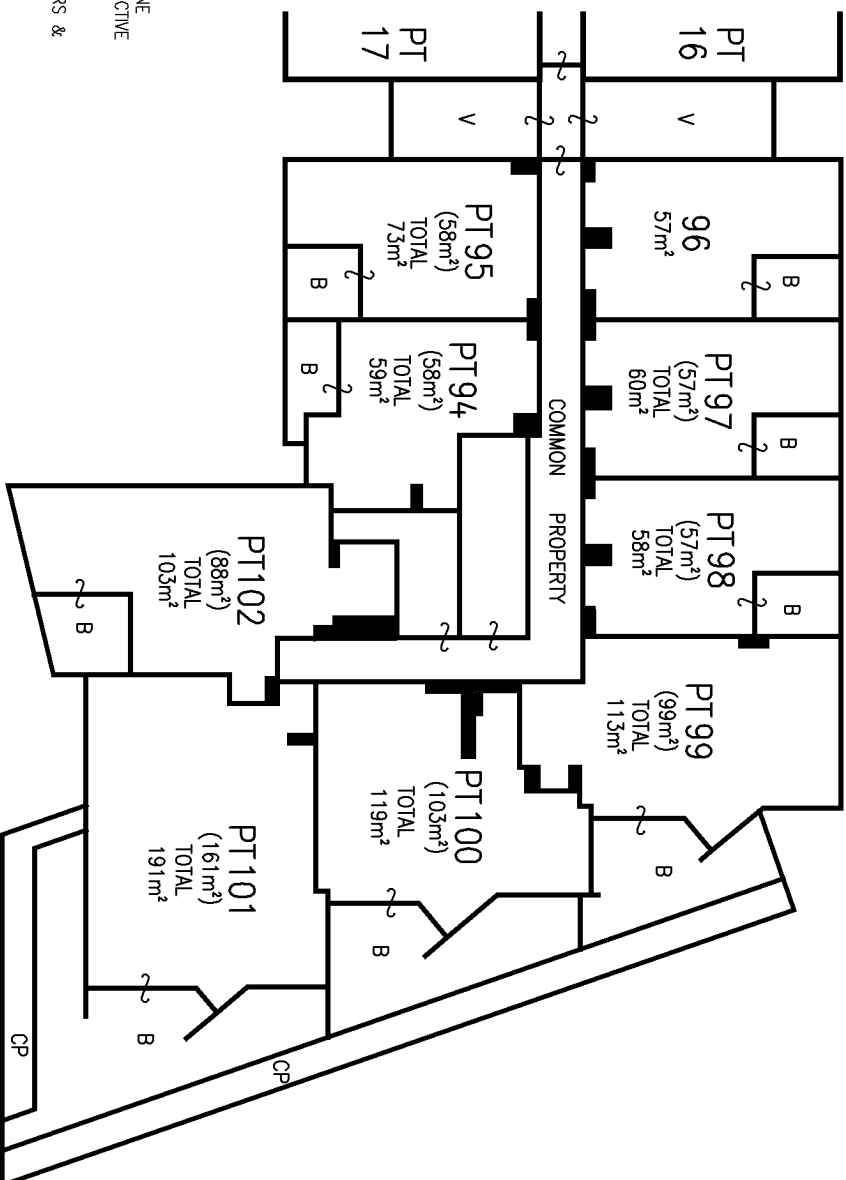
- B - DENOTES BALCONY
- CP - DENOTES COMMON PROPERTY
- CY - DENOTES COURTYARD
- E - DENOTES ENTRANCE WITH CONCRETE FLOOR
- PL - DENOTES PLANTER
- V - DENOTES VOID

SURVEYOR Name: ADAM RICHARDSON Date: 29/04/2019 Reference: 160509 SP-AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265	LGA: INNER WEST MARRICKVILLE Locality: Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  14/06/2019	SP99426

LEVEL 2
BUILDING A2



SHEET 8 ADJOINS



THE STRATUM OF THE BALCONIES WHERE NOT COVERED BY LEVEL 3 IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR

Name: **ADAM RICHARDSON**

Date: **29/04/2019**

Reference: **160509 SP-AR**

PLAN OF SUBDIVISION OF LOT 2 IN
DP 1230265

LGA:

Locality:

Reduction Ratio: 1:200

Lengths are in metres.

INNER WEST

MARRICKVILLE

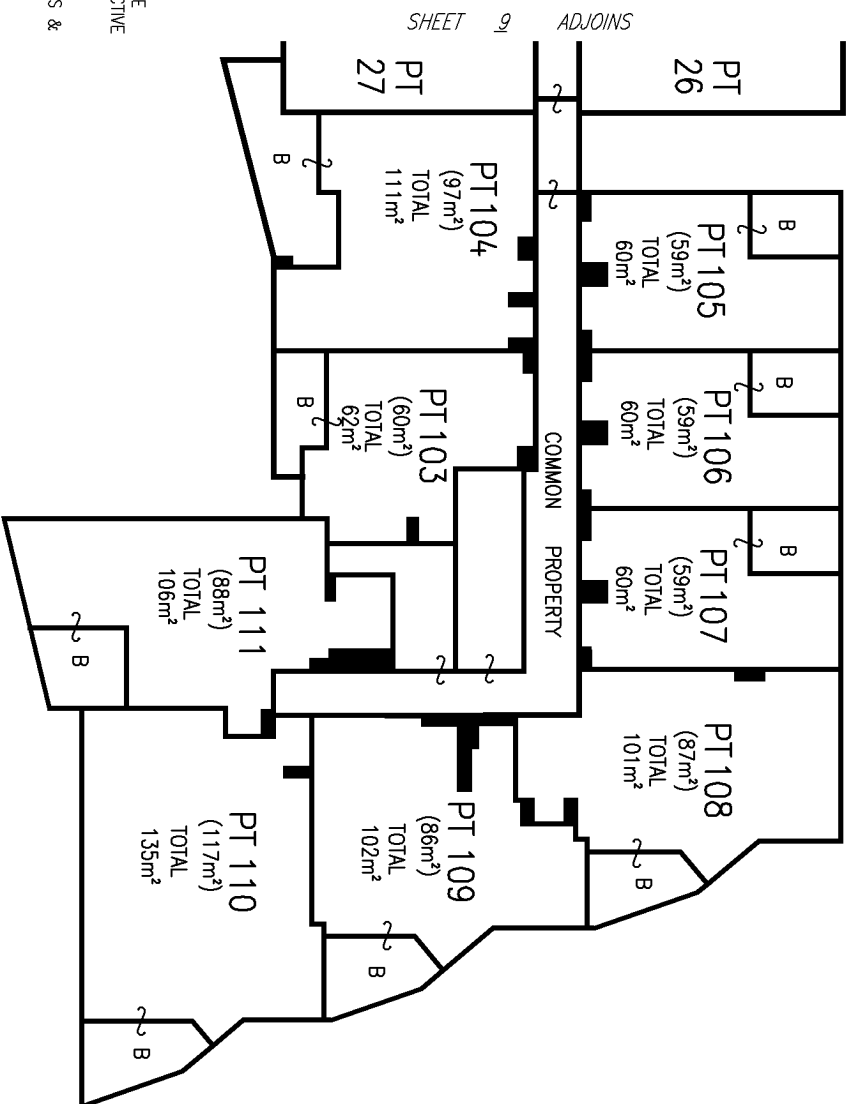
REGISTERED

14/06/2019



SP99426

LEVEL 3
BUILDING A2



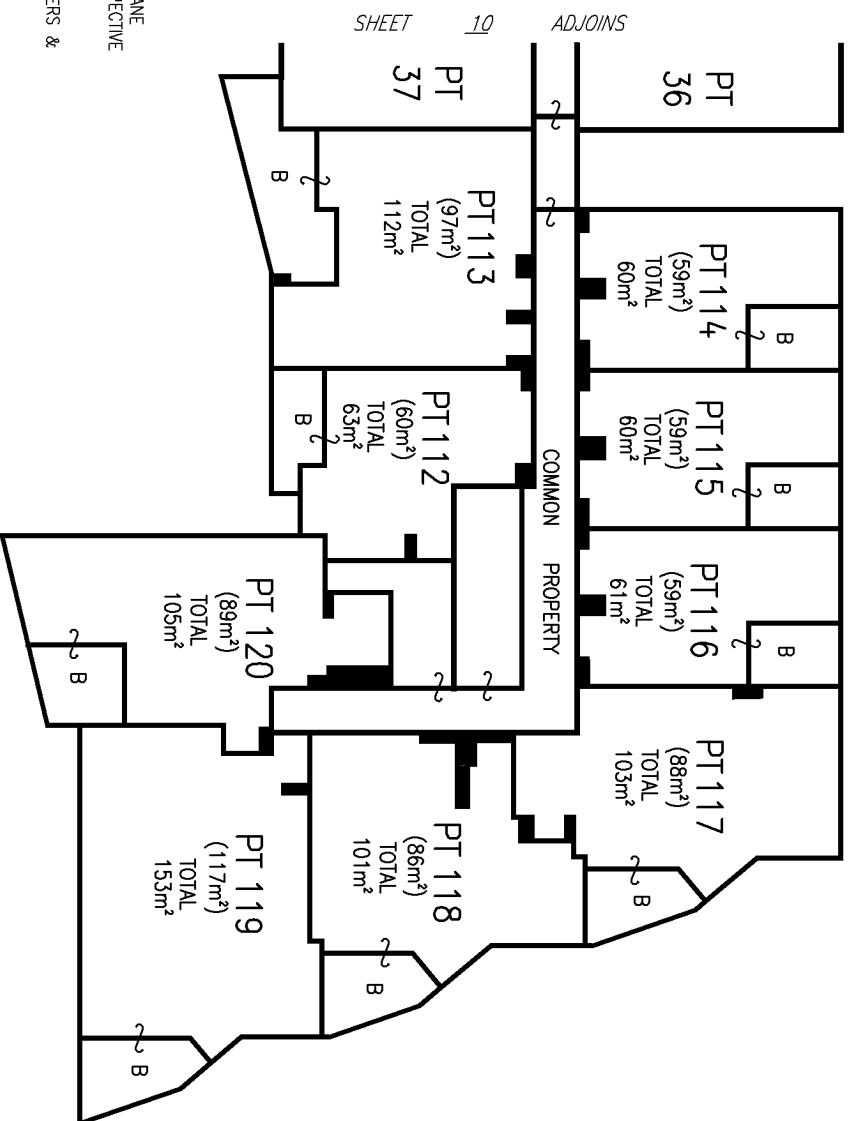
- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY

SURVEYOR Name: ADAM RICHARDSON Date: 29/04/2019 Reference: 160509 SP-AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265	LGA: INNER WEST MARRICKVILLE Locality: Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  14/06/2019	SP99426

LEVEL 4
BUILDING A2

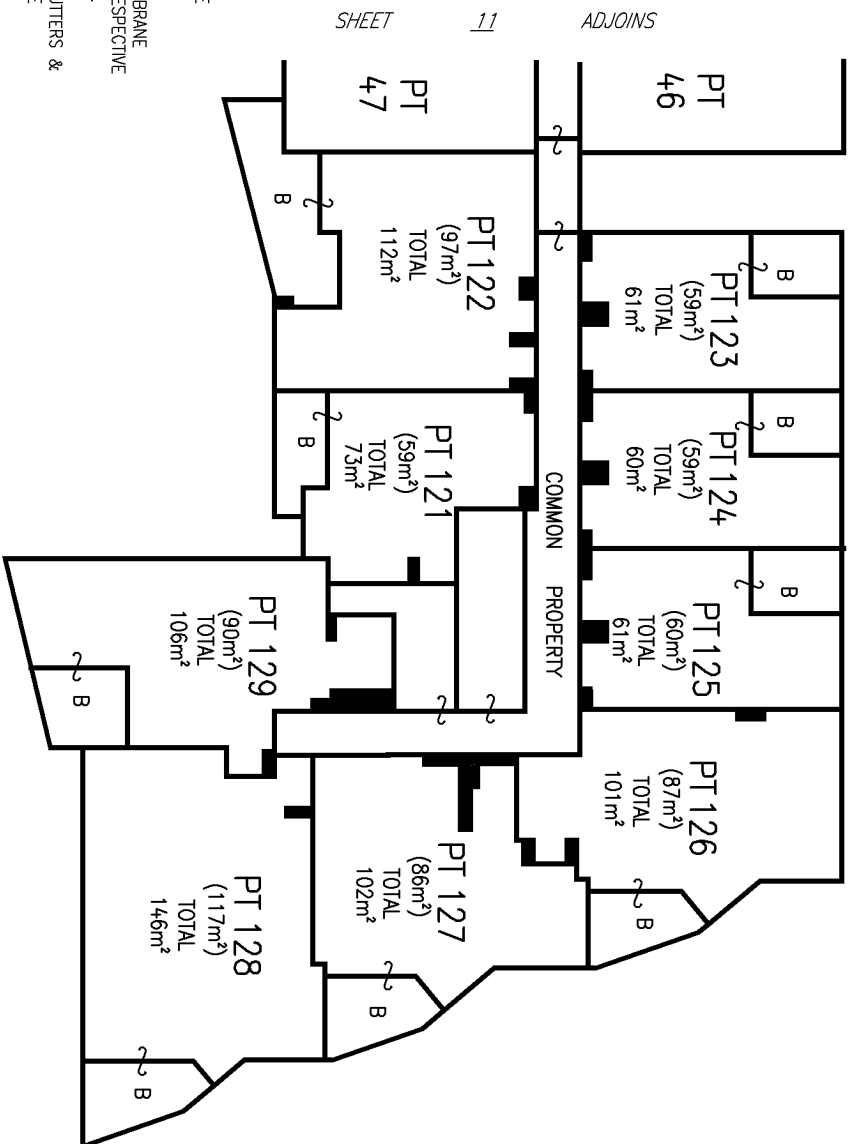


- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY

SURVEYOR Name: ADAM RICHARDSON Date: 29/04/2019 Reference: 160509 SP-AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265	LGA: INNER WEST MARRICKVILLE Locality: Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  14/06/2019	SP99426



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVERS WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STAIRA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY

SURVEYOR

Name: **ADAM RICHARDSON**

Date: 29/04/2019

Reference: 160509 SP-AR

PLAN OF SUBDIVISION OF LOT 2 IN
DP 1230265

LGA:

Locality:

Reduction Ratio: 1:200

Lengths are in metres.

INNER WEST

REGISTERED



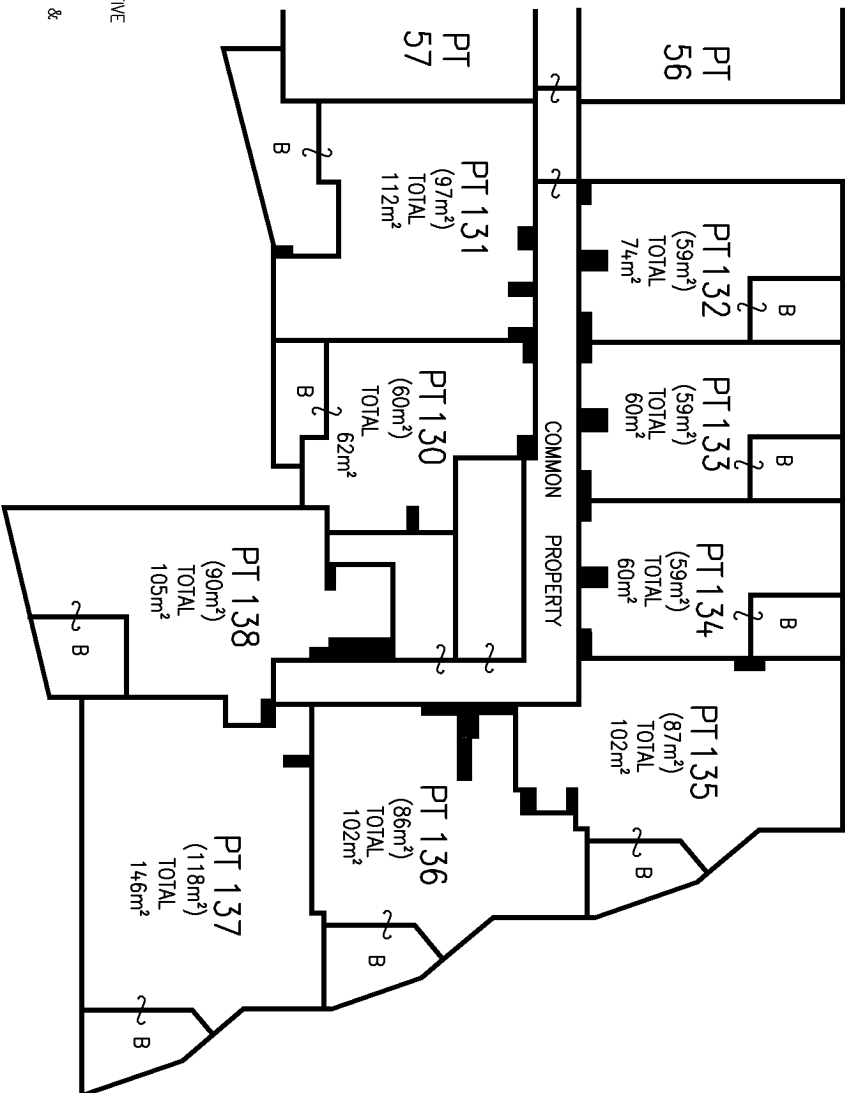
14/06/2019

SP99426

LEVEL 6
BUILDING A2



SHEET 12 ADJOINS



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

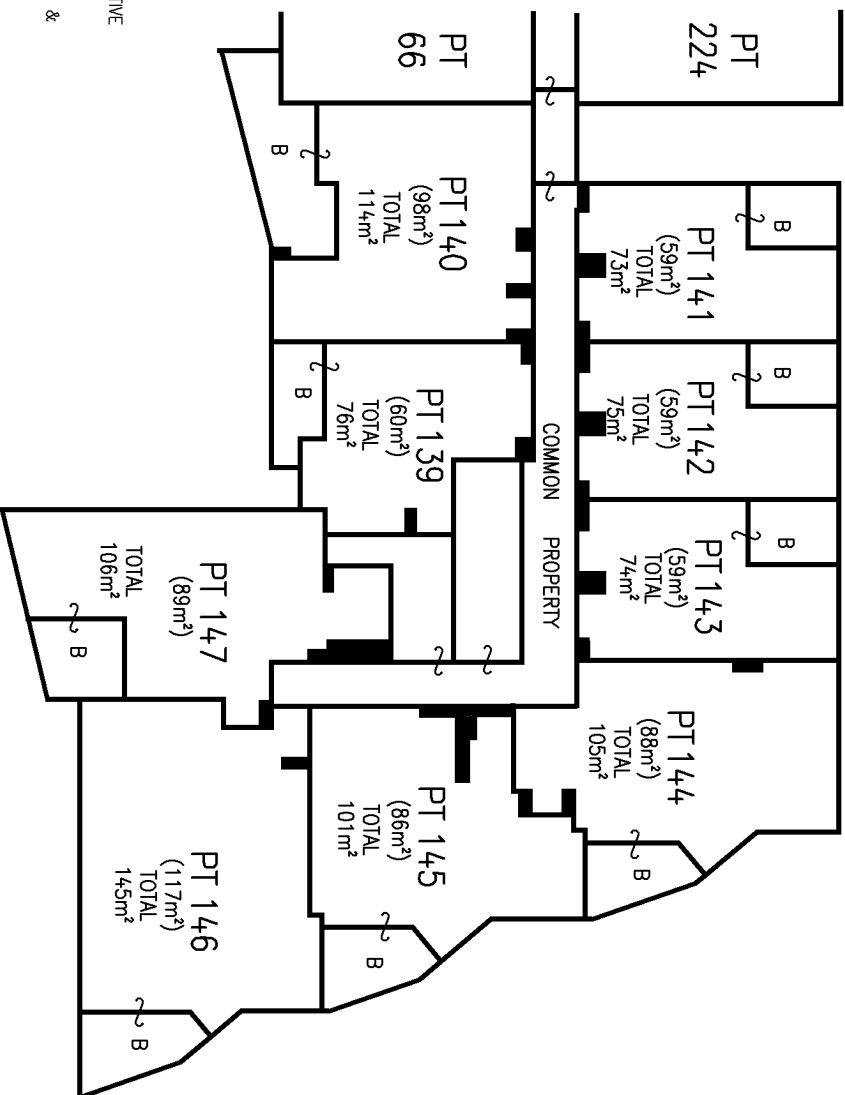
B - DENOTES COVERED BALCONY

SURVEYOR Name: ADAM RICHARDSON Date: 29/04/2019 Reference: 160509 SP-AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265	LGA: Locality: Reduction Ratio: 1:200 Lengths are in metres.	INNER WEST MARRICKVILLE	REGISTERED  14/06/2019	SP99426

LEVEL 7
BUILDING A2



SHEET 13 ADJOINS



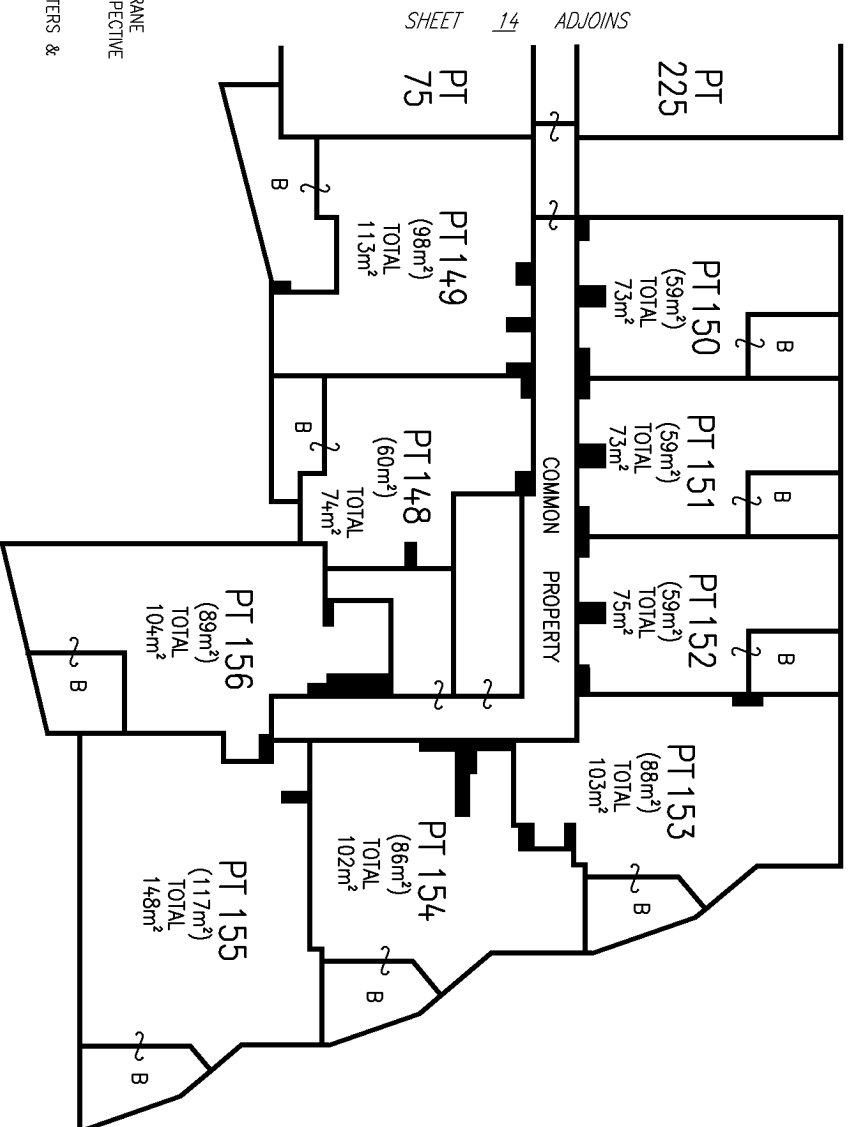
- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY

SURVEYOR Name: ADAM RICHARDSON Date: 29/04/2019 Reference: 160509 SP-AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265	LGA: Locality: MARRICKVILLE Reduction Ratio: 1:200 Lengths are in metres.	INNER WEST REGISTERED  14/06/2019	SP99426

LEVEL 8
BUILDING A2



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY

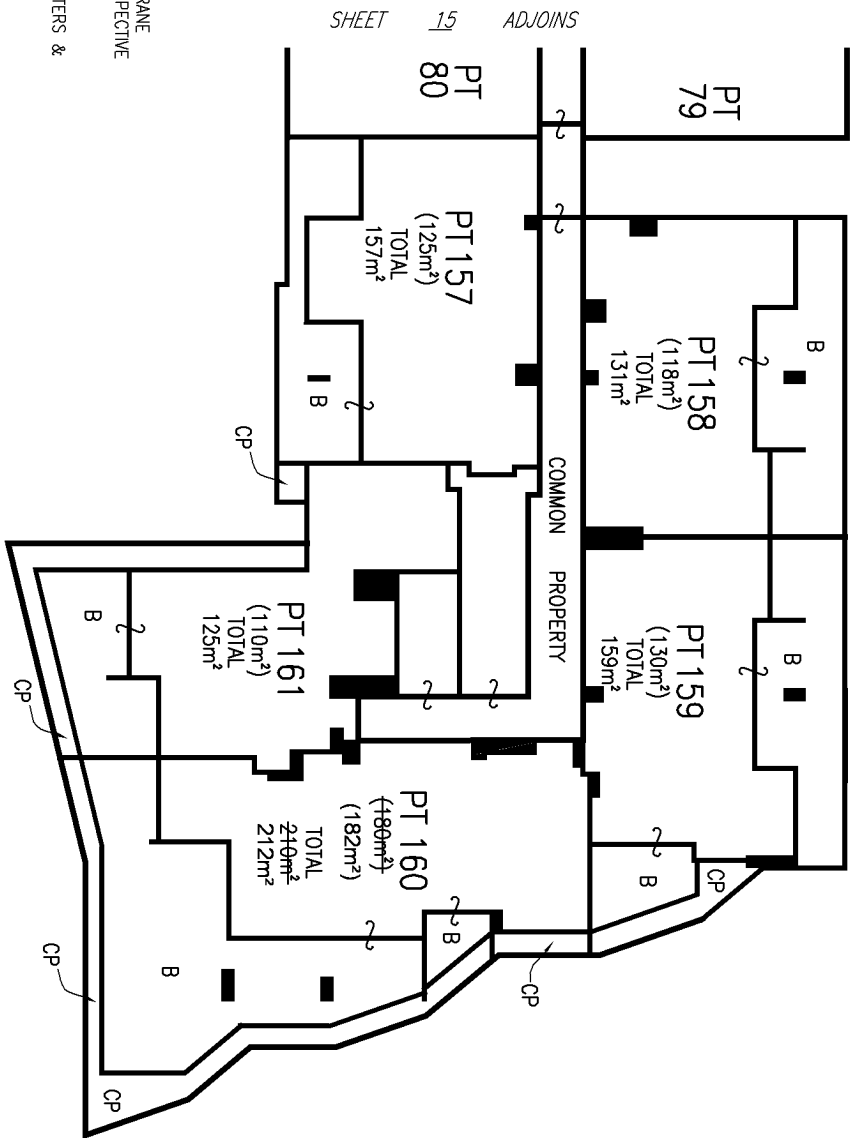
SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN	LGA:	INNER WEST	REGISTERED	
Name: ADAM RICHARDSON	DP 1230265	Locality: MARRICKVILLE			
Date: 29/04/2019		Reduction Ratio: 1:200			
Reference: 160509 SP-AR		Lengths are in metres.			



14/06/2019

SP99426

LEVEL 9
BUILDING A2



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

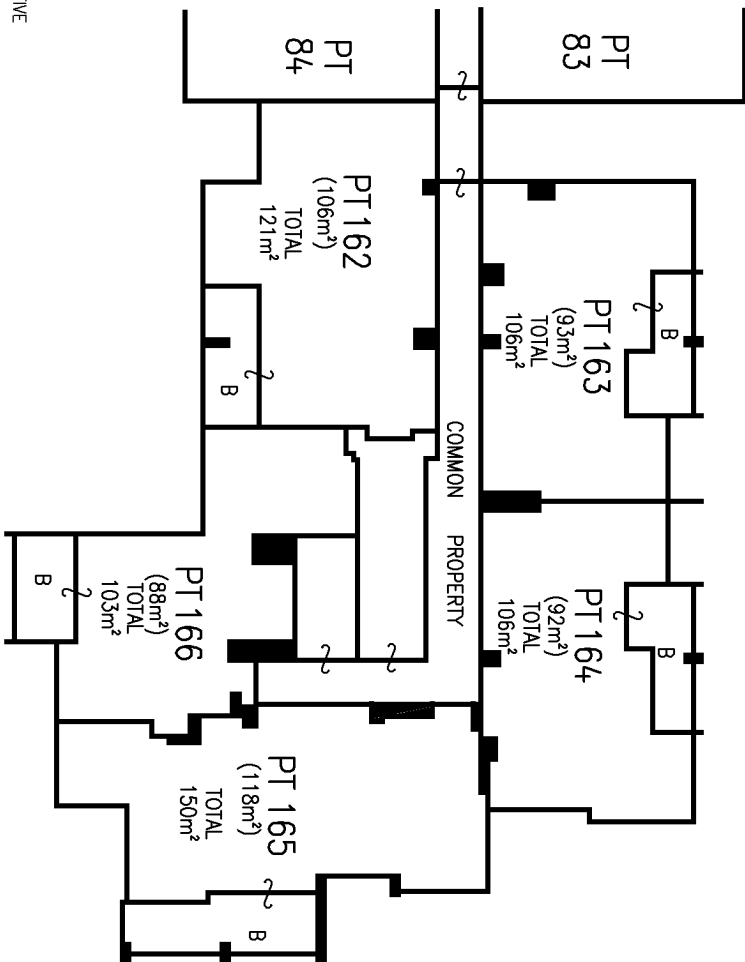
THE STRATUM OF THE BALCONIES WHERE NOT COVERED BY LEVEL 10 IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

SURVEYOR Name: ADAM RICHARDSON Date: 29/04/2019 Reference: 160509 SP-AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265	LGA: INNER WEST MARRICKVILLE Locality: Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 14/06/2019	SP99426

LEVEL 10
BUILDING A2



SHEET 16 ADJOINS



THE STRATUM OF THE BALCONIES WHERE NOT COVERED IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

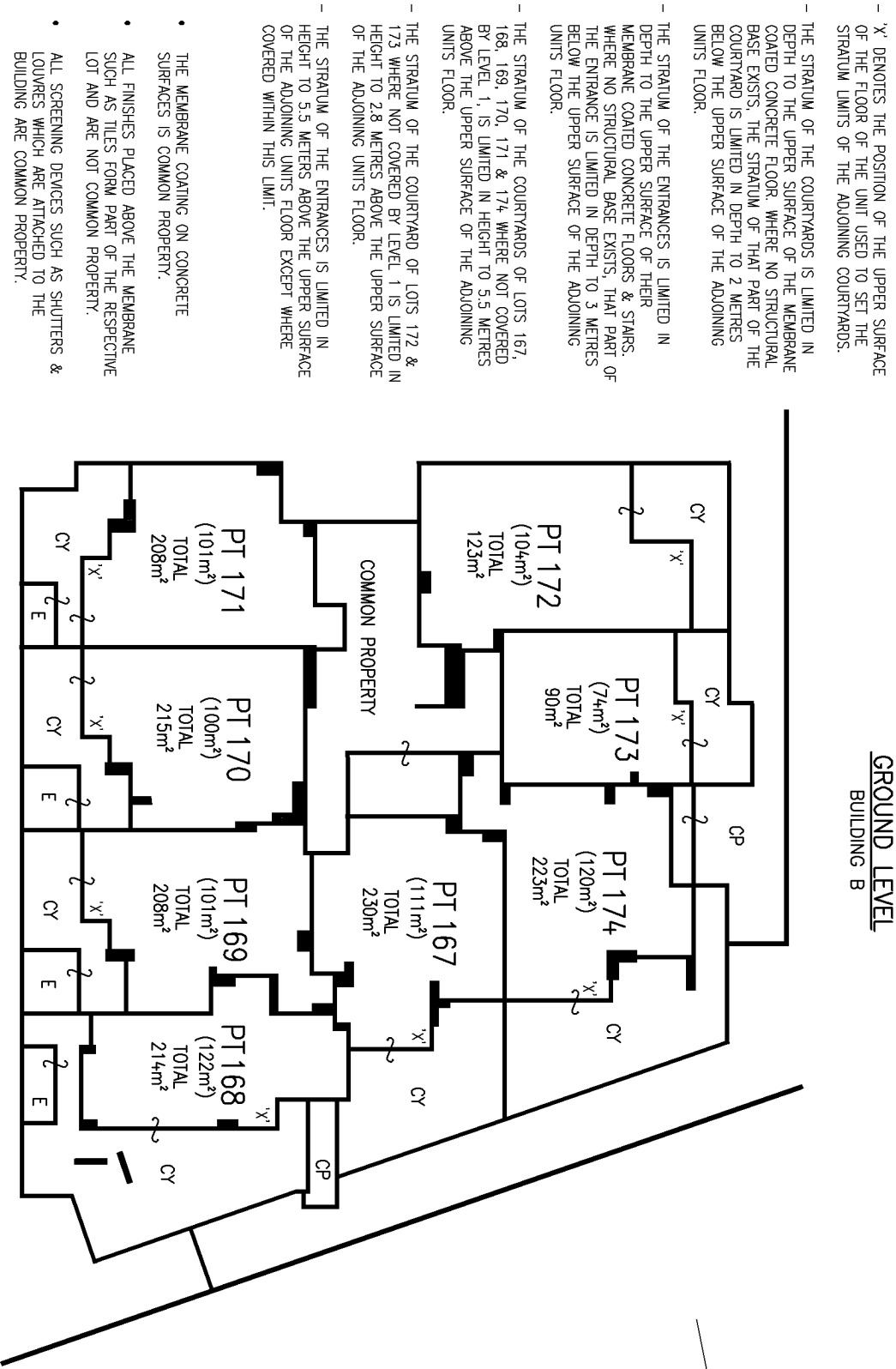
- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES BALCONY

SURVEYOR Name: ADAM RICHARDSON Date: 29/04/2019 Reference: 160509 SP-AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265	LGA: INNER WEST MARRICKVILLE Locality: Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  14/06/2019	SP99426

**GROUND LEVEL
BUILDING B**



CP - DENOTES COMMON PROPERTY
CY - DENOTES COURTYARD
E - DENOTES ENTRANCE

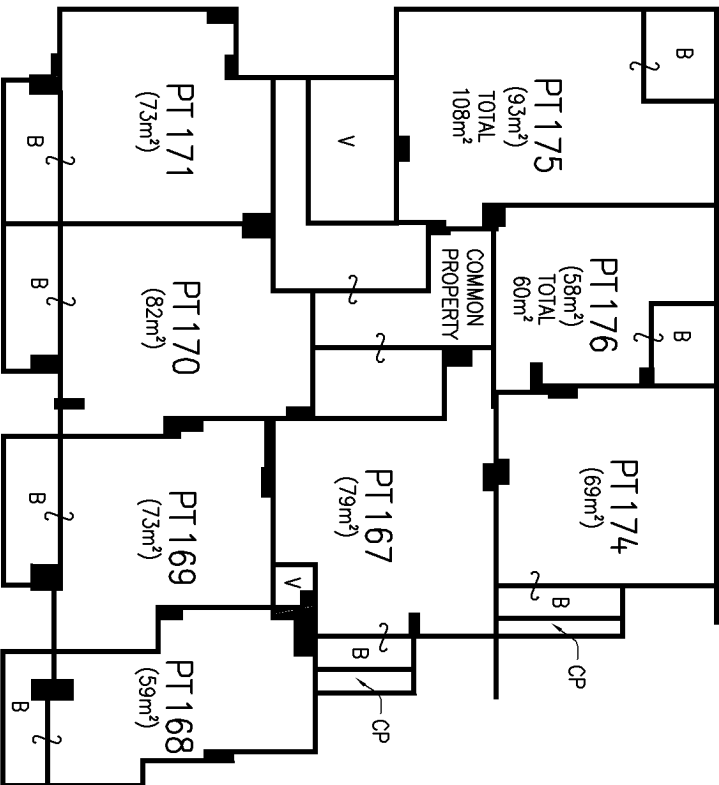
SURVEYOR Name: ADAM RICHARDSON Date: 29/04/2019 Reference: 160509 SP-AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265	LGA: INNER WEST MARRICKVILLE Locality: Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  14/06/2019	SP99426

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

- 'X' DENOTES THE POSITION OF THE UPPER SURFACE OF THE FLOOR OF THE UNIT USED TO SET THE STRATUM LIMITS OF THE ADJOINING COURTYARDS.
- THE STRATUM OF THE COURTYARDS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THE MEMBRANE COATED CONCRETE FLOOR, WHERE NO STRUCTURAL BASE EXISTS, THE STRATUM OF THAT PART OF THE COURTYARD IS LIMITED IN DEPTH TO 2 METRES BELOW THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.
- THE STRATUM OF THE ENTRANCES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR MEMBRANE COATED CONCRETE FLOORS & STAIRS, WHERE NO STRUCTURAL BASE EXISTS, THAT PART OF THE ENTRANCE IS LIMITED IN DEPTH TO 3 METRES BELOW THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.
- THE STRATUM OF THE COURTYARDS OF LOTS 167, 168, 169, 170, 171 & 174 WHERE NOT COVERED BY LEVEL 1, IS LIMITED IN HEIGHT TO 5.5 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.
- THE STRATUM OF THE COURTYARD OF LOTS 172 & 173 WHERE NOT COVERED BY LEVEL 1 IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.
- THE STRATUM OF THE ENTRANCES IS LIMITED IN HEIGHT TO 5.5 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

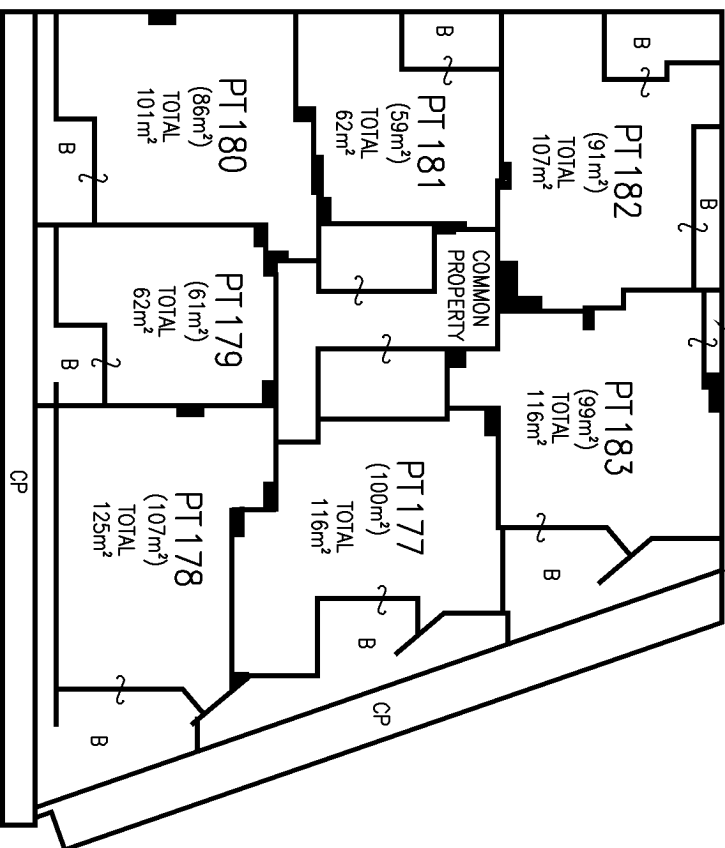
LEVEL 1
BUILDING B



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.
- THE STRATUM OF THE BALCONES WHERE NOT COVERED BY LEVEL 2, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

LEVEL 2
BUILDING B



- THE STRATUM OF THE BALCONES WHERE NOT COVERED BY LEVEL 3, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY
V - DENOTES VOID

SURVEYOR

Name: ADAM RICHARDSON

Date: 29/04/2019

Reference: 160509 SP-AR

PLAN OF SUBDIVISION OF LOT 2 IN
DP 1230265

LGA:

Locality:

Reduction Ratio: 1:200

Lengths are in metres.

INNER WEST
MARRICKVILLE

REGISTERED

14/06/2019

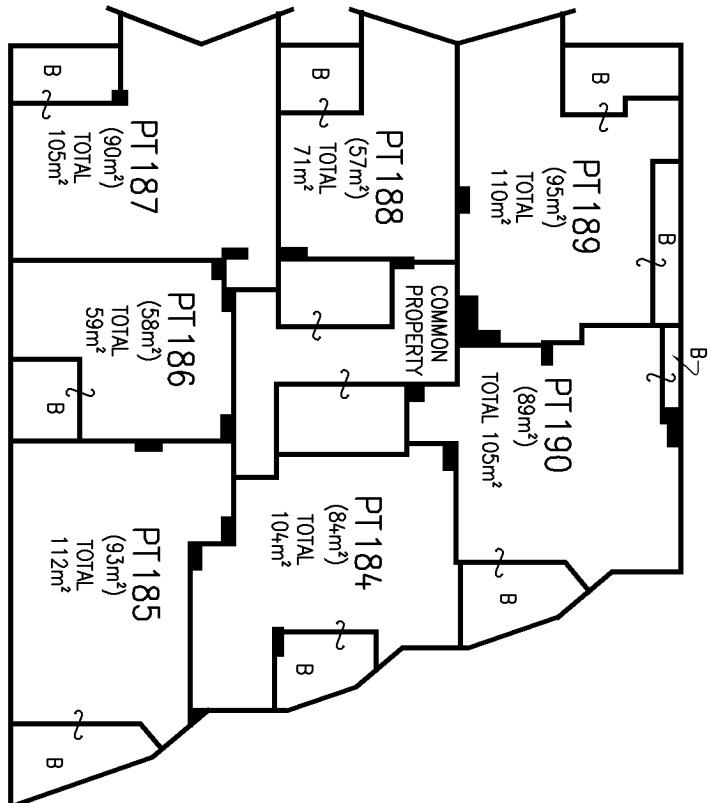
SP99426

PLAN FORM 1 (A3)

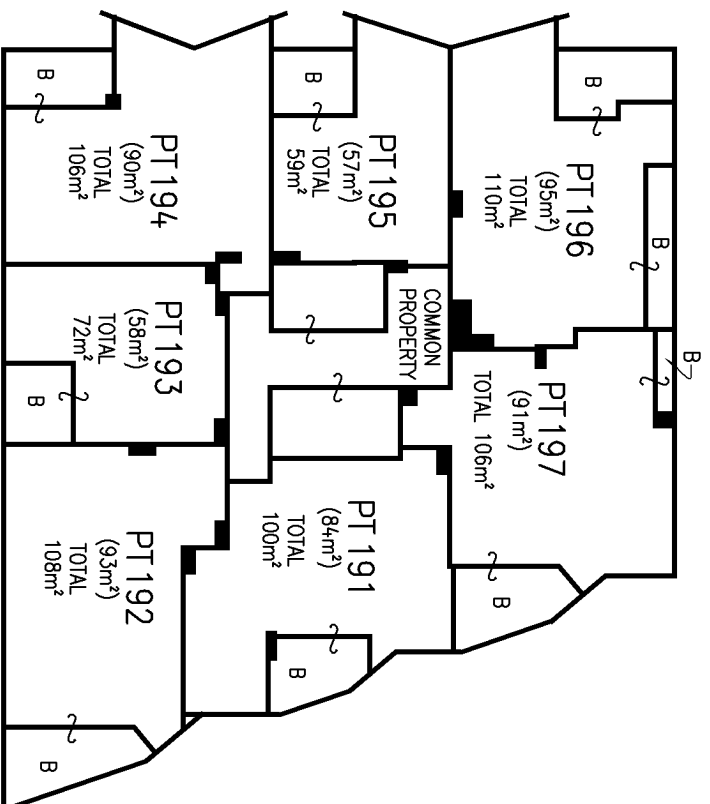
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 30 of 33 Sheets

LEVEL 3
BUILDING B



LEVEL 4
BUILDING B

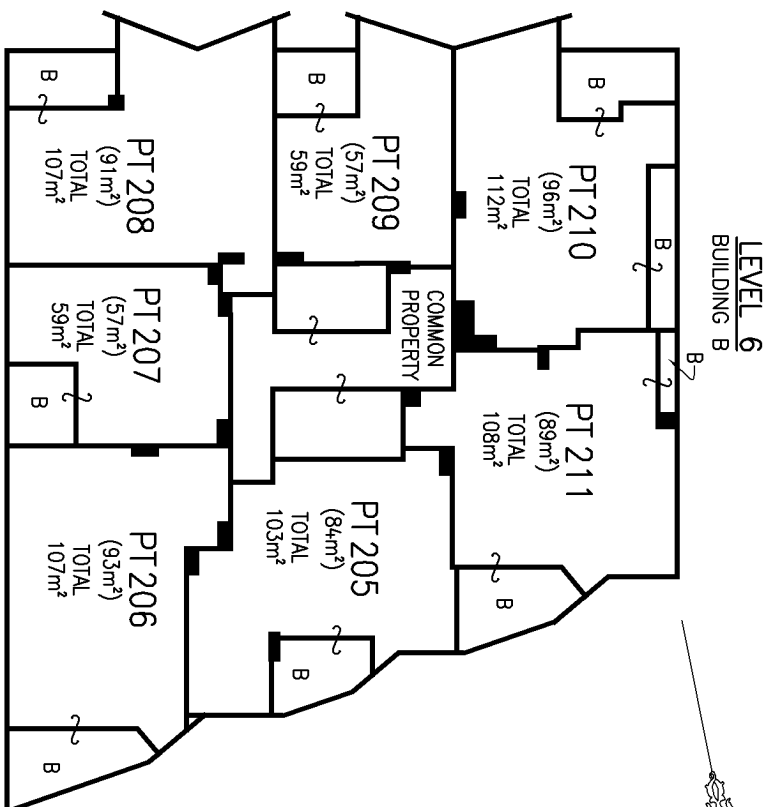
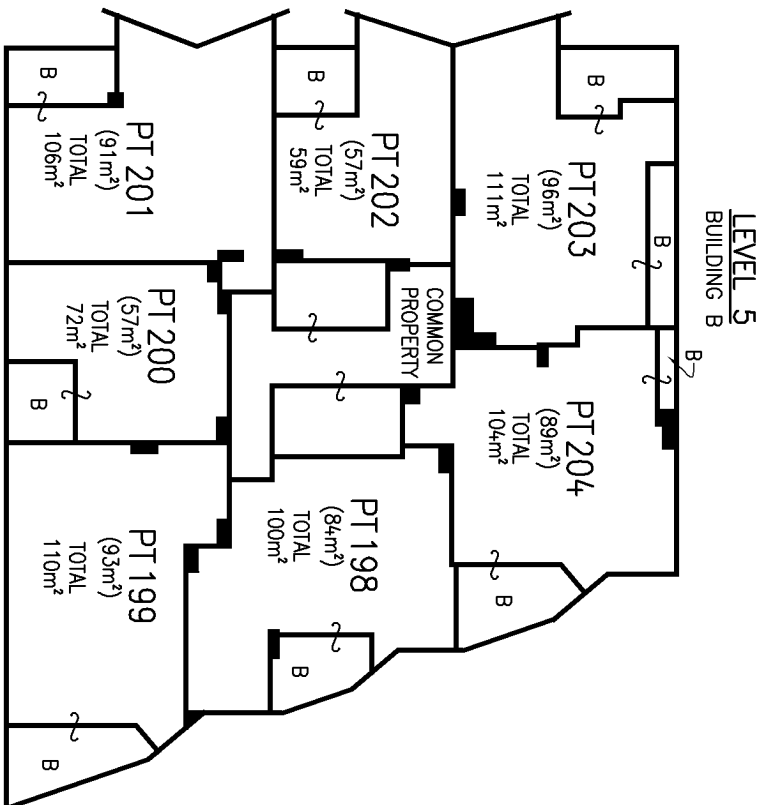


- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
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 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY

SURVEYOR Name: ADAM RICHARDSON Date: 29/04/2019 Reference: 160509 SP-AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265	LGA: INNER WEST MARRICKVILLE Locality: Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 14/06/2019	SP99426



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

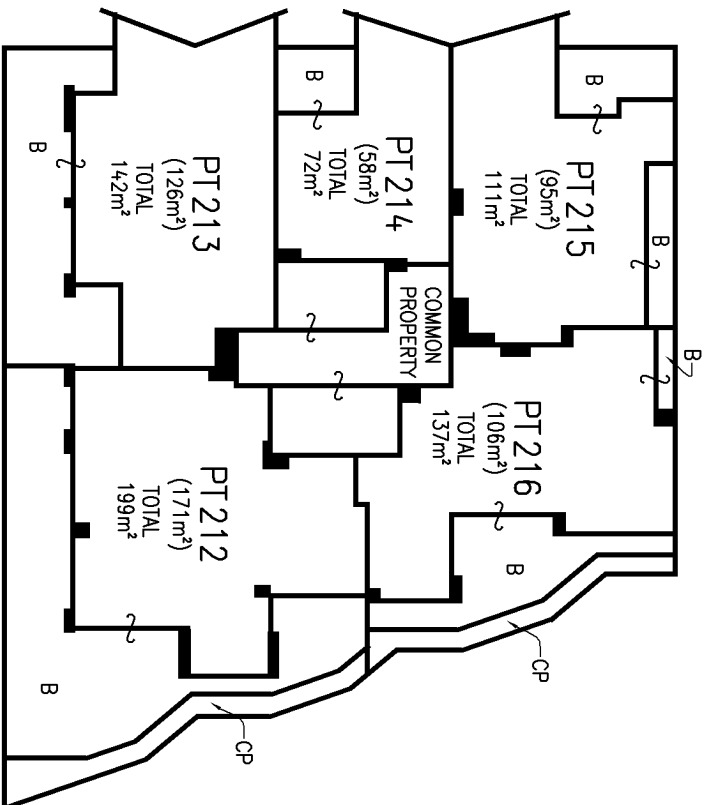
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
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B - DENOTES COVERED BALCONY

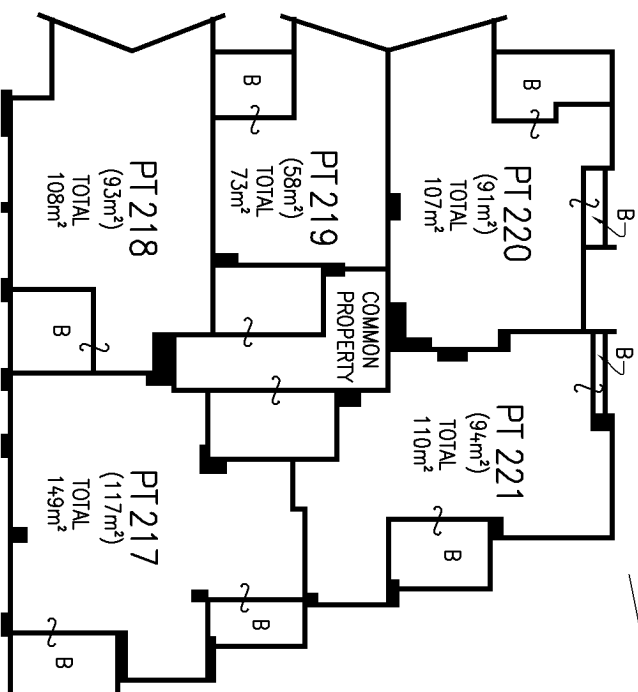
SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN	LGA:	INNER WEST	REGISTERED	
Name: ADAM RICHARDSON	DP 1230265	Locality: MARRICKVILLE		14/06/2019	
Date: 29/04/2019		Reduction Ratio: 1:200			
Reference: 160509 SP-AR		Lengths are in metres.			

SP99426

LEVEL 7
BUILDING B



LEVEL 8
BUILDING B



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

– THE STRATUM OF THE BALCONES WHERE NOT COVERED BY LEVEL 8, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

– THE STRATUM OF THE BALCONES WHERE NOT COVERED, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

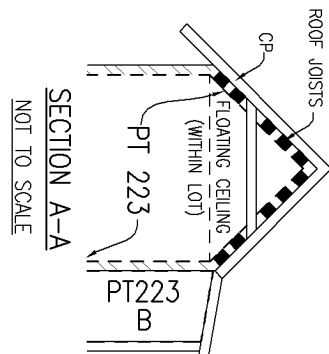
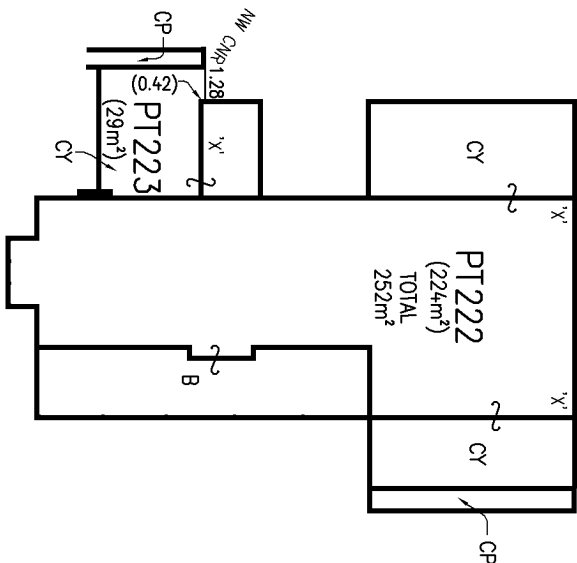
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR Name: ADAM RICHARDSON Date: 29/04/2019 Reference: 160509 SP-AR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265	LGA: Locality: Reduction Ratio: 1:200 Lengths are in metres.	INNER WEST MARRICKVILLE	REGISTERED  14/06/2019	SP99426

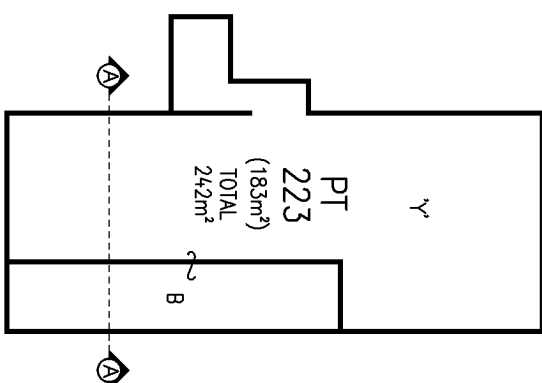
GROUND LEVEL

BUILDING C
(LILYDALE HOUSE)



LEVEL 1

BUILDING C
(LILYDALE HOUSE)



- 'Y' DENOTES THE POSITION OF THE UPPER SURFACE OF THE FLOOR OF THE UNIT USED TO SET THE STRATUM LIMITS OF THE ADJOINING COURTYARDS.
- THE STRATUM OF THE COURTYARDS WHERE NO STRUCTURAL BASE EXISTS, IS LIMITED IN DEPTH TO 2 METRES BELOW THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.
- THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.
- ALL TILES AND PAVING WITHIN THE COURTYARDS FORM PART OF THAT LOT AND IS NOT COMMON PROPERTY.

- THE LOT BOUNDARY OF THE LEVEL 1 COMPONENT OF LOT 223 DENOTED 'Y' EXTENDS TO THE UNDERSIDE OF THE ROOF JOISTS FIXED TO THE TRUSSES FORMING A PITCHED ROOF AS DESCRIBED GENERALLY IN SECTION AA.
- THE FLOATING CEILING AND PRESSED METAL CEILING ON LEVEL 1 FORM PART OF THE LOT AND ARE NOT COMMON PROPERTY.

NW CNR - DENOTES NORTH WEST CORNER
B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY
CY - DENOTES COURTYARD

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
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SURVEYOR

Name: **ADAM RICHARDSON**

Date: **29/04/2019**

Reference: **160509 SP-AR**

PLAN OF SUBDIVISION OF LOT 2 IN
DP 1230265

LGA:

Locality:

Reduction Ratio: 1:200

Lengths are in metres.

INNER WEST

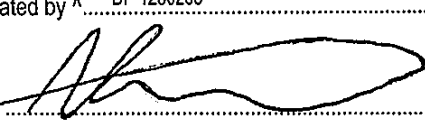
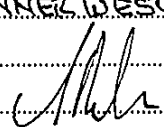
MARRICKVILLE

REGISTERED



14/06/2019

SP99426

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 1 sheet(s)	
Office Use Only			Office Use Only		
Registered:  14/06/2019			SP99426		
PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265			LGA: INNER WEST Locality: MARRICKVILLE Parish: PETERSHAM County: CUMBERLAND		
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents No. 178-180 LIVINGSTONE ROAD MARRACKVILLE NSW 2204 Provide an Australian address including a postcode			The by-laws adopted for the scheme are: ~~* Model By-laws for residential schemes together with:~~ Keeping of animals: Option *A/B Smoke penetration: Option *A/B ~~(see Schedule 3 Strata Schemes Management Regulation 2016)~~ * The strata by-laws lodged with the plan		
Surveyor's Certificate I, <u>ADAM RICHARDSON</u> of <u>Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: ~~*(a) a public space~~ *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ <u>DP 1230265</u> Signature:  Date: <u>29/04/2019</u> Surveyor ID: <u>8747</u> Surveyor's Reference: <u>160509 SP IM AR</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement			Strata Certificate (Accredited Certifier) I, <u>ANTHONY ALLEN</u> being an Accredited Certifier, accreditation number <u>BPB00004</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . ~~*(a) This plan is part of a development scheme.~~ *(b) The building encroaches on a public space and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with ~~section 63 Strata Schemes Development Act 2015.~~ Certificate Reference: <u>167/2019</u> Relevant Planning Approval No. <u>DA201900029</u> Issued by: <u>INNER WEST COUNCIL</u> Signature:  Date: <u>9/5/19</u> ^ Insert lot numbers of proposed utility lots.		

* Strike through if inapplicable

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 12sheet(s)
Office Use Only		Office Use Only
Registered:  14/06/2019	SP99426	

Valuer's Certificate

I, Anthony Serratore..... being a qualified valuer, as defined in the *Strata Scheme Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015* :

Signature:  Date: 08/05/2019.....

SCHEDULE OF UNIT ENTITLEMENT											
LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE
1	43	27	44	53	45	79	57	105	28	131	46
2	43	28	43	54	30	80	48	106	28	132	33
3	55	29	47	55	30	81	47	107	28	133	30
4	28	30	46	56	30	82	54	108	48	134	30
5	31	31	44	57	46	83	54	109	48	135	49
6	28	32	44	58	45	84	70	110	59	136	49
7	41	33	44	59	48	85	73	111	36	137	64
8	41	34	29	60	47	86	79	112	29	138	46
9	46	35	29	61	45	87	78	113	45	139	33
10	45	36	29	62	46	88	74	114	29	140	47
11	43	37	45	63	33	89	33	115	29	141	33
12	43	38	44	64	30	90	31	116	29	142	33
13	43	39	48	65	30	91	48	117	48	143	33
14	28	40	46	66	46	92	51	118	48	144	50
15	28	41	44	67	45	93	44	119	63	145	50
16	28	42	45	68	49	94	28	120	45	146	64
17	44	43	44	69	48	95	25	121	29	147	37
18	43	44	23	70	36	96	28	122	46	148	34
19	47	45	29	71	46	97	28	123	29	149	48
20	45	46	29	72	31	98	28	124	29	150	34
21	43	47	45	73	31	99	50	125	29	151	34
22	44	48	44	74	31	100	50	126	49	152	34
23	43	49	48	75	47	101	65	127	49	153	50
24	28	50	46	76	46	102	44	128	64	154	50
25	28	51	45	77	68	103	28	129	36	155	65
26	28	52	45	78	59	104	45	130	30	156	47

Surveyors Reference: 160509 SP-AR

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 12 sheet(s)
Office Use Only Registered:  14/06/2019 SP99426		Office Use Only

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

SCHEDULE OF UNIT ENTITLEMENT											
LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE
157	58	169	77	181	22	193	32	205	49	217	68
158	57	170	78	182	43	194	46	206	50	218	53
159	61	171	76	183	50	195	29	207	30	219	34
160	75	172	44	184	48	196	44	208	46	220	47
161	55	173	24	185	49	197	48	209	30	221	54
162	57	174	80	186	28	198	49	210	45	222	86
163	54	175	43	187	45	199	50	211	49	223	85
164	54	176	28	188	32	200	33	212	73	224	30
165	70	177	50	189	44	201	46	213	56	225	34
166	53	178	51	190	48	202	29	214	33		
167	75	179	28	191	48	203	45	215	46		
168	72	180	43	192	49	204	49	216	56		
									AGGREGATE		10000

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, IT IS INTENDED TO CREATE:

1. EASEMENT TO ACCESS AND USE CAR SHARE PARKING SPACES VARIABLE WIDTH (N)
2. RESTRICTION ON THE USE OF LAND.
3. RESTRICTION ON THE USE OF LAND.
4. RESTRICTION ON THE USE OF LAND.

Surveyors Reference: 160509 SP-AR

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 12 sheet(s)																																																																																																																																																																																																
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 11 of 12 sheet(s)																																																												
Office Use Only Registered:  14/06/2019 SP99426 Office Use Only																																																														
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 12 of 12 sheet(s)
Office Use Only Office Use Only Registered: 14/06/2019 SP99426		
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EXECUTION by the parties I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence. Signature of Witness Tristan Bloor..... Name of Witness 428 200 George..... Address of Witness 0401 531 119..... Telephone number of the Witness Certified correct for the purposes of the real property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified. Signature of attorney Anthony Green..... Attorney's Name Signature of attorney Lisette Kathryn Arici..... Attorney's Name Sign on behalf of: Mirvac Projects Pty Limited ACN 001 069 245 Power of attorney -Book: 4753 -No: 46		
Surveyors Reference: 160509 SP-AR		



INSURANCE VALUATION



DATE	5 December 2025
PROPERTY	'The Livingstone', 'Lilydale House', 'The Lilydale' 178-180 Livingstone Road & 16-18 Lilydale Street Marrickville NSW 2204
COUNCIL	INNER WEST
CLIENT	Owners Corporation Strata Plan 99426
INSTRUCTED BY	Bright & Duggan PO Box 281 Crows Nest NSW 1585



REPORT CONTENTS

1. Instructions	3
2. Buildings and Improvements	3
3. Basis of Valuation	3
4. Location Map	4
5. Method of Valuation	5
6. Exclusions	5
7. Qualifications	6
8. Definitions	6
9. Valuation	7
10. Summary of Calculations	7
11. Additional Insurance	7
12. Additional Photos	8
13. Plans	28



1. INSTRUCTIONS

We acknowledge your instructions to prepare an insurance valuation for the Owners Corporation to adequately insure all buildings and improvements in accordance with Section 160 and 161 of the Strata Schemes Management Act 2015 and Regulations. We have inspected the property and report herein.

2. BUILDINGS AND IMPROVEMENTS

Property Details

Buildings	3
Levels	2-13
Security	Yes
Lifts	5
Lots	225
Accommodation	Residential Units , Basement Car Parking , Storage
Prime Cost Items	High Standard, Air Conditioning
Amenities	Barbeque Area , Communal Garden , Rooftop Terrace
Other Improvements	Assessment includes all external works adjacent to the building and within the site boundaries
Construction Date	Circa 1900 (Lilydale House) & 2019
Heritage Listed	Yes (Lilydale House)

Construction Details

Walls	Concrete / Masonry , Fibre Cement Board , Part Rendered
Floors	Concrete , Timber
Windows	Aluminum , Timber
Roof	Flat Concrete with Waterproof Membrane , Solar Panels , Tile
Aluminium Composite Cladding	No

3. BASIS OF VALUATION

The valuation is calculated in accordance with Section 161 of the Strata Schemes Management Act 2015 and states a damage policy for a building must be with an approved insurer, be in the name of the owners corporation, and any other person required to insure under Section 160 and provide for the following:

- (a) the building is to be insured for at least the amount determined in accordance with the regulations,
- (b) if the building is destroyed, the building is to be rebuilt or replaced so that the condition of every part of the rebuilt or replacement building is not worse or less extensive than that part when new,
- (c) if the building is damaged but not destroyed, the damaged part of the building is to be repaired or restored so that the condition is not worse or less extensive than that part when new,
- (d) expenses incurred in removing debris are payable,
- (e) the remuneration of architects and other persons whose services are necessary as an incident to the rebuilding, replacement, repair or restoration is payable.



Instead of providing for work and payments being made if a building is destroyed or damaged, the damage policy may limit the liability of the insurer in that event to an amount specified in the policy. The amount must not be less than an amount calculated in accordance with the regulations.

The parts of a building to be covered by a damage policy include the following:

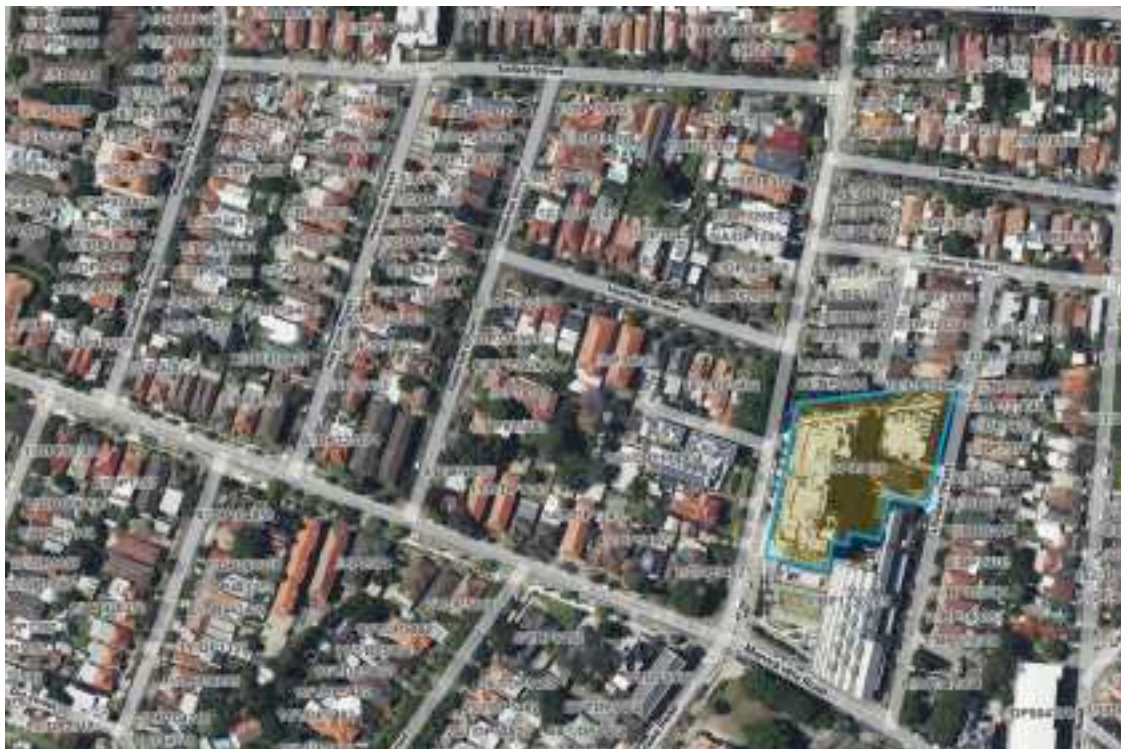
- (a) owners' improvements and owners' fixtures forming part of the building,
- (b) a building consisting entirely of common property,
- (c) anything prescribed by the regulations as forming part of a building for the purposes of this section.

The parts of a building not required to be covered by a damage policy include the following:

- (a) fixtures removable by a tenant at the expiration of a tenancy,
- (b) owners' improvements and fixtures comprising paint, wallpaper and temporary wall, floor and ceiling coverings,
- (c) anything prescribed by the regulations as not forming part of a building for the purposes of this section.

4. LOCATION MAP

Aerial photograph of subject site. Source: Six Maps NSW Government





5. METHOD OF VALUATION

Section 39 of the Strata Schemes Management Regulation 2016 states the manner for calculation of an insurance limit under a damage policy is as follows;

(1) For the purposes of Section 161 (1) (a) of the Act, the minimum amount for which a building is to be insured is to be not less than the amount calculated in accordance with Subclause (2).

(2) For the purposes of Section 161 (2) of the Act, the amount to which the liability of an insurer may be limited under a damage policy is to be calculated by adding together the following amounts:

(a) the estimated cost, as at the date of commencement of the damage policy, of:

- (i) carrying out the work that a damage policy is required to provide for under Section 161 of the Act, and
- (ii) making the payments that a damage policy is required to provide for under Section 161 of the Act,

(b) the estimated amount by which expenditure referred to in the preceding paragraphs may increase during the period of 24 months following the date of commencement of the damage policy.

(3) The amounts referred to in Subclause (2) (a) and (b) are to be calculated so as to include any applicable taxes, fees and charges (including taxes, fees and charges of the Commonwealth).

The valuation notionally assumes a total loss and the recommended sum insured is calculated as at the date of commencement of the damage policy.

The valuation includes an allowance for GST.

6. EXCLUSIONS

The following cost items are excluded from the valuation;

Land, legal costs, rates, taxes and similar outgoings.

Loss of rent or cost of renting temporary accommodation during the rebuilding period.

Catastrophic cover where the reconstruction cost of the property is affected by resources or pricing constraints due to local or national disasters.

Common contents that do not form part of the building as defined in Section 161 of the Act.

Costs of finance and holding charges.

Costs associated with investigation, removal and remediation of hazardous materials or wastes.

The valuation does not cover the property's structural condition nor environmental contamination, nor is it a quantitative survey.

Where a building has elements of a heritage nature, unless otherwise specified, valuation does not include the reproduction of the existing building with original heritage features, but allows for a modern equivalent.

Variations and unexpected delays in obtaining approvals caused by appeals or abnormal factors.



7. QUALIFICATIONS

This insurance valuation has been prepared for the sole purpose of calculating the recommended building sum insured for the subject building in accordance with Section 161 of the Strata Management Act 2015 and Regulation 39 of the Strata Management Regulation 2016. A G Thomas Valuers is not liable to any person or company for any damage or loss, which has occurred or may occur in relation to taking, or not taking action in respect of any representation, statement, opinion or advice referred to in this report.

The valuation has been prepared for insurance purposes and does not take into account Council requirements as regards to site density, building setbacks, zoning or loss of floor space ratio. The assessment is on the basis that the improvements will have the same functional use and usable areas of the old buildings and be rebuilt in conformity with all Council building codes in force at the date of the assessment. In certain situations reinstatement cost may exceed the replacement cost of a building and the valuation assumes that if such were the case the building would not be reinstated but totally replaced. Therefore this valuation makes no allowance for any additional cost of reinstatement.

8. DEFINITIONS

Aluminium Composite Panels (ACP)	In NSW, ACP with a core comprised of more than 30% polyethylene (PE) by mass has been banned for use in any external cladding, external wall, external insulation or facade in buildings.
Catastrophe Cover	Where reconstruction of the property is affected by additional building cost increases due to resource or pricing constraints occurring from a local or national disaster.
Common Contents	Removable items that are contained within the common areas of the building including temporary wall, floor and ceiling coverings, furniture, etc.
Cost Escalation	Estimated increase in building price costs during the rebuilding period sourced from the Building Price Index.
Cost of Temporary Accommodation	The cost to provide residents with temporary emergency accommodation during the rebuilding period.
Demolition and Removal of Debris	Demolition of any remaining structure and removal of building waste and debris due to building collapse or damage.
Loss of rent	The cost to cover loss of rental income for investors incurred during the rebuilding period.
Professional Fees	The fees associated with the redesign and reconstruction of the building and include project consultants, councils and other governing body fees.
Reinstatement	If the building is damaged but not destroyed, the damaged part of the building is to be repaired or restored so that the condition of the repaired or restored part is not worse or less extensive than that part when new.
Replacement	If the building is destroyed, the building is to be rebuilt or replaced so that the condition of every part of the rebuilt or replaced building is not worse or less extensive than the part when new.
Variations	Additional costs arising as a result of changes in policy, design, industry conditions, site conditions and unforeseen events.



9. VALUATION

We recommend the Current Sum Insured for all Buildings and Improvements at 'The Livingstone', 'Lilydale House', 'The Lilydale' 178-180 Livingstone Road & 16-18 Lilydale Street Marrickville NSW 2204 as at 5 December 2025 is:

\$139,550,000
(ONE HUNDRED AND THIRTY-NINE MILLION FIVE HUNDRED AND FIFTY THOUSAND DOLLARS)

Jarrod McPherson

Certified Property Valuer AVI 33914

10. SUMMARY OF CALCULATIONS

Taking into consideration the assumptions and disclaimers referred to in this report the valuation amount is apportioned as follows;

Replacement and/or reinstatement cost for all buildings	\$97,966,918
Demolition and removal of debris	\$6,343,182
Professional fees	\$10,571,970
Cost escalation for a minimum of 30 months	\$11,981,566
GST allowance	\$12,686,364
TOTAL (recommended sum insured)	\$139,550,000

11. ADDITIONAL INSURANCE

The following cost items are excluded from the valuation however in the event that additional insurance cover is required we recommend :

Loss of Rent & Temporary Accommodation	Up to 20% of the Recommended Sum Insured
Catastrophe Cover	Up to 30% of the Recommended Sum Insured
Common Contents	Up to 3% of the Recommended Sum Insured



12. ADDITIONAL PHOTOS









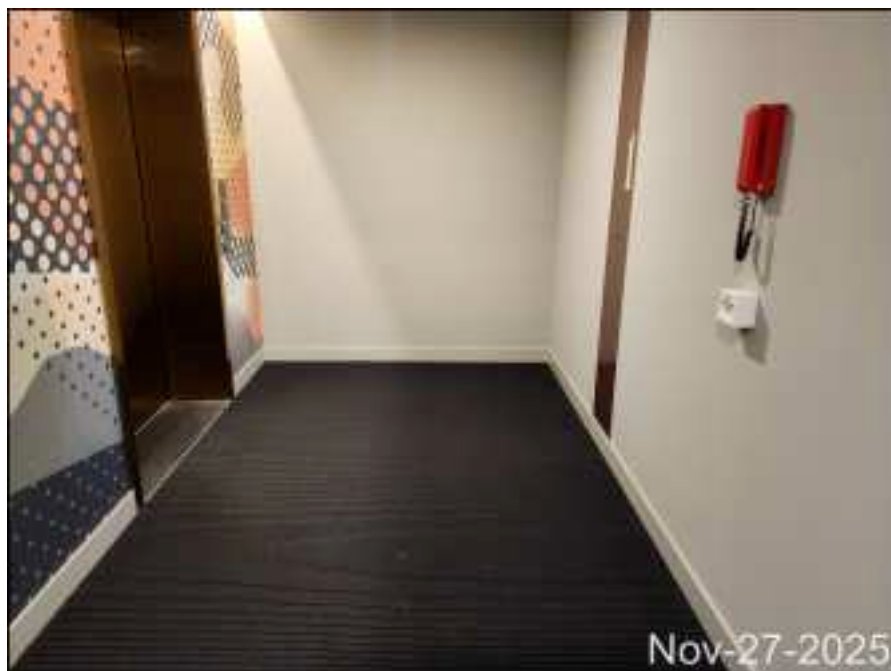


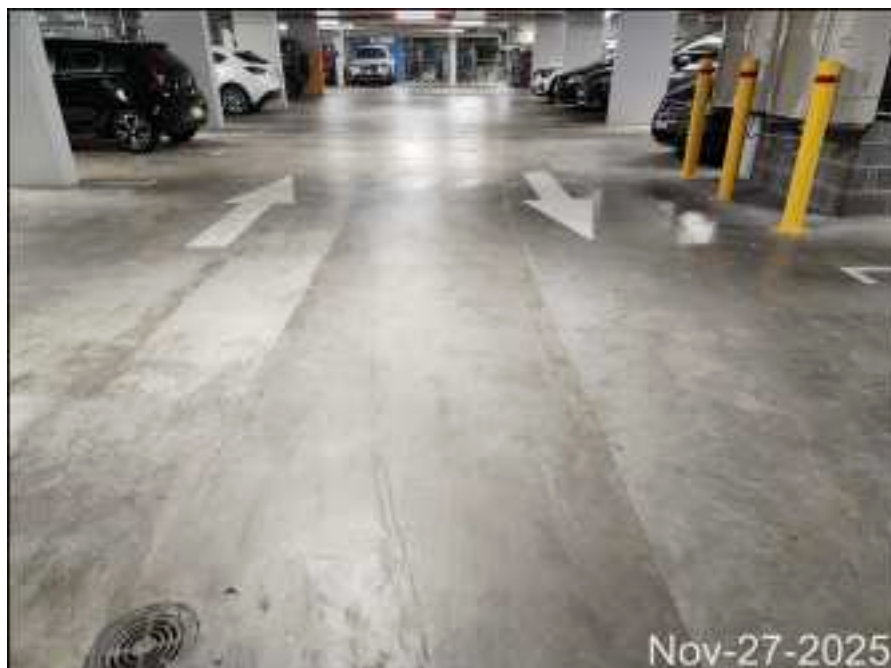
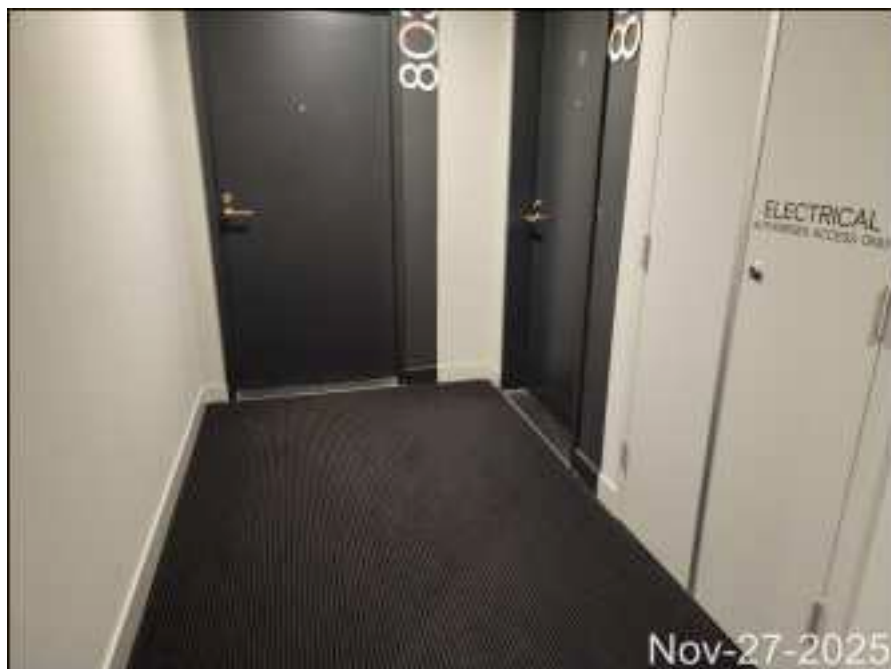


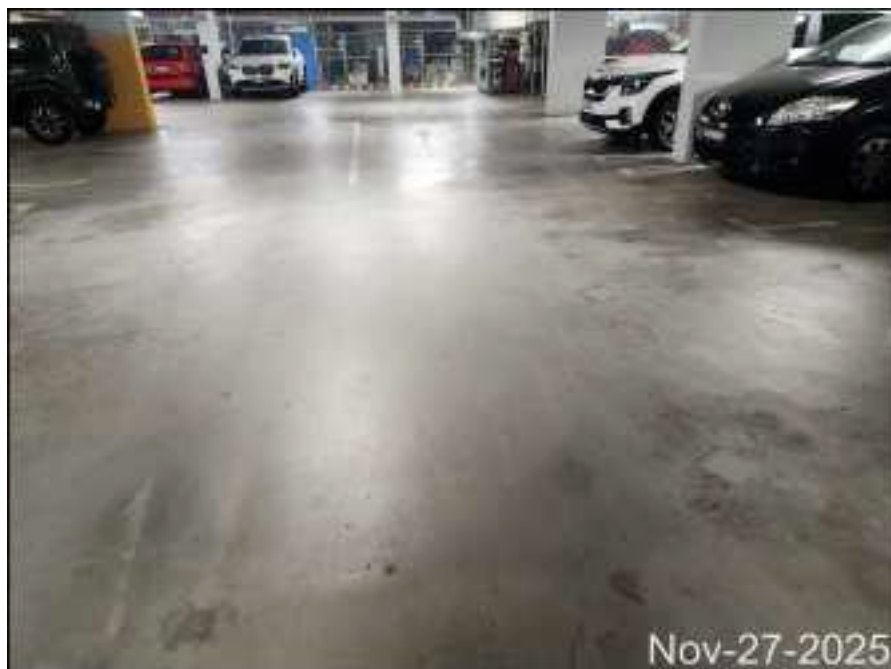


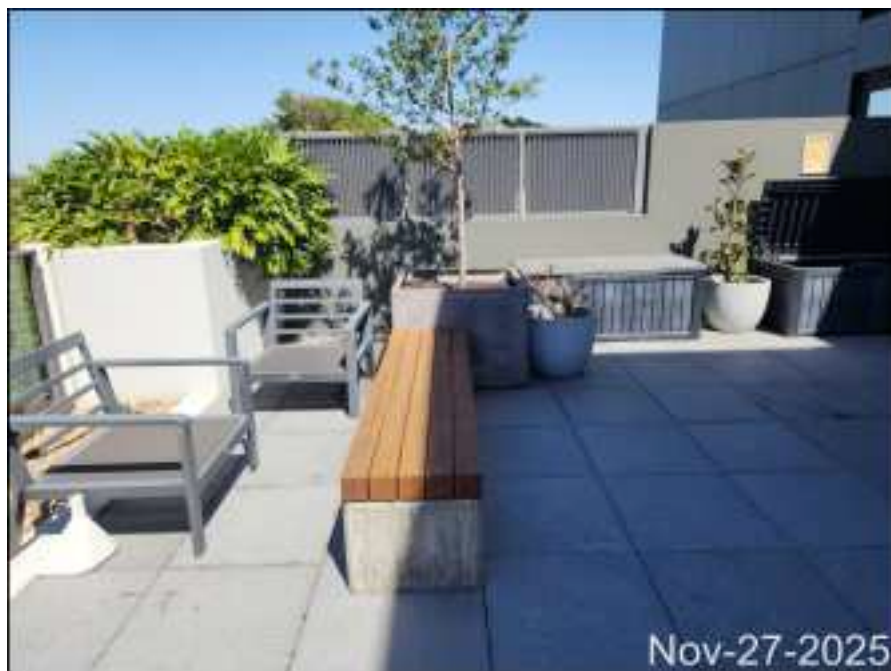
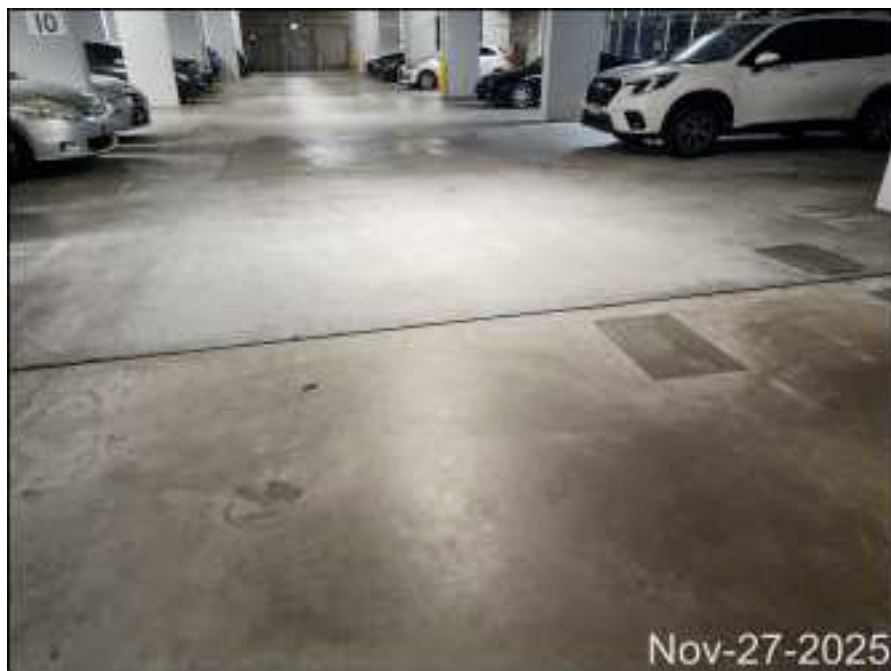






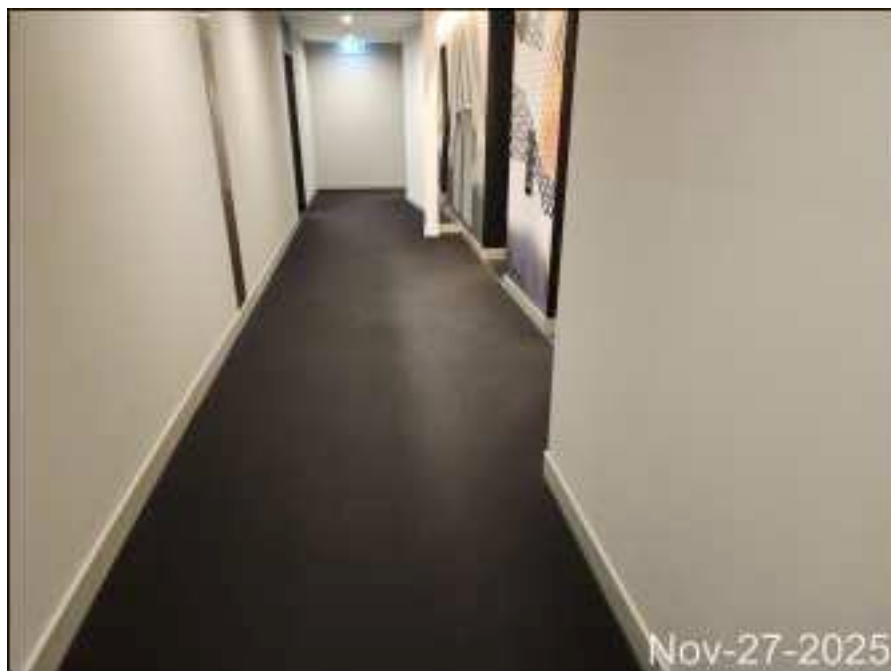


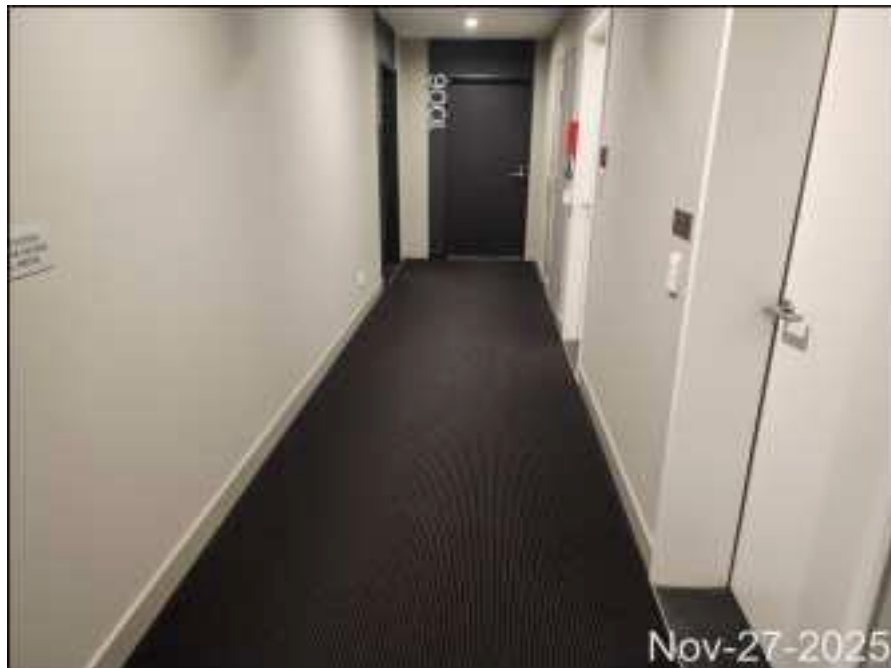








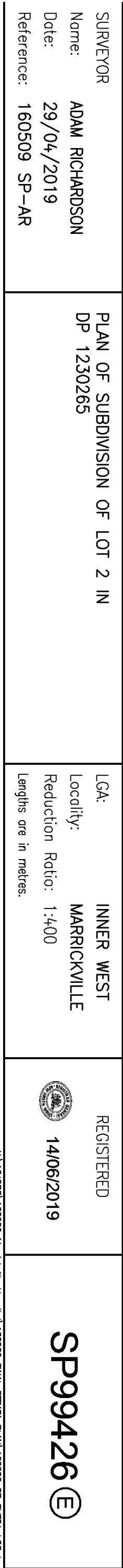


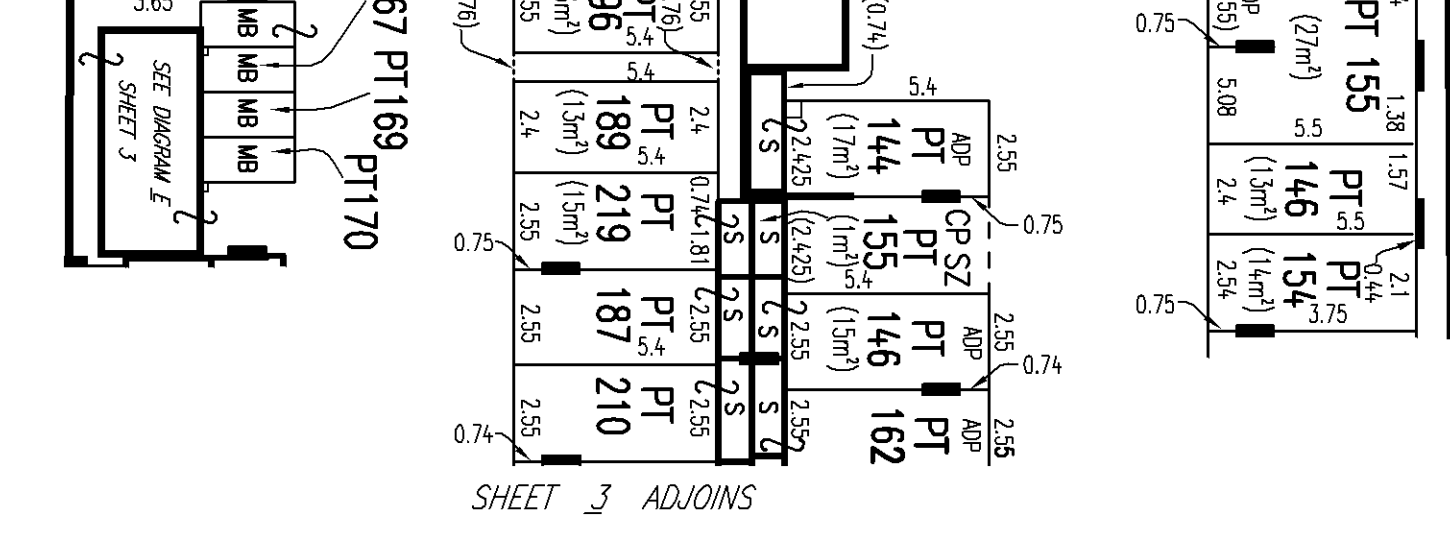












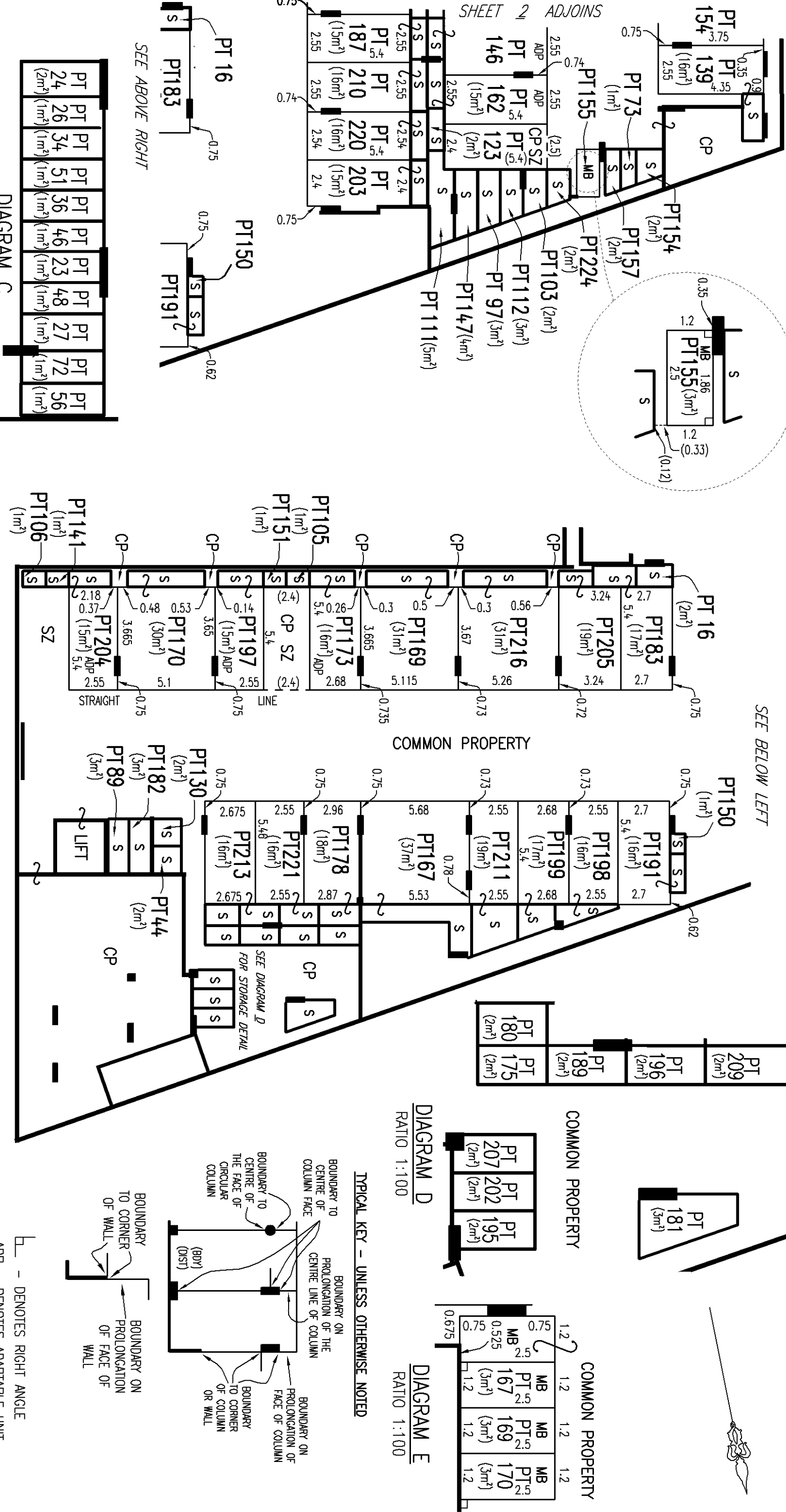
- MB - DENOTES MOTORCYCLE SPACE
- S - DENOTES STORAGE
- SCS - DENOTES SMALL CAR SPACE
- SZ - DENOTES SHARED ZONE WITHIN COMMON PROPERTY

PT132
DIAGRAM B
 RATIO 1.75

3GA: INNER WEST
 locality: MARRICKVILLE
 Reduction Ratio: 1:200
 Lengths are in metres.

SP99426

BASEMENT LEVEL 2



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- DENOTES RIGHT ANGLE
- ADP — DENOTES ADAPTABLE UNIT
- CP — CAR PARKING SPACE
- CP — DENOTES COMMON PROPERTY
- MB — DENOTES MOTORCYCLE SPACE
- S — DENOTES STORAGE
- SZ — DENOTES SHARED ZONE WITHIN COMMON PROPERTY

SURVEYOR

Name: ADAM RICHARDSON

Date: 29/04/2019

Reference: 160509 SP-AR

PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265

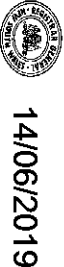
LGA: INNER WEST

Locality: MARRICKVILLE

Reduction Ratio: 1:200

Lengths are in metres.

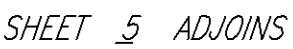
REGISTERED



14/06/2019

SP99426

CP

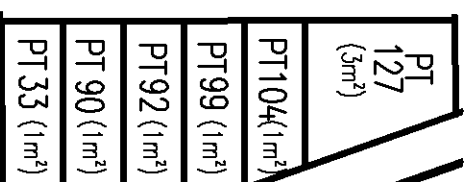


CP	SZ	
PT 75 (1m ²)	PT 17 (1m ²)	
PT 161		
<u>DIAGRAM F</u>		
RATIO 1:75		

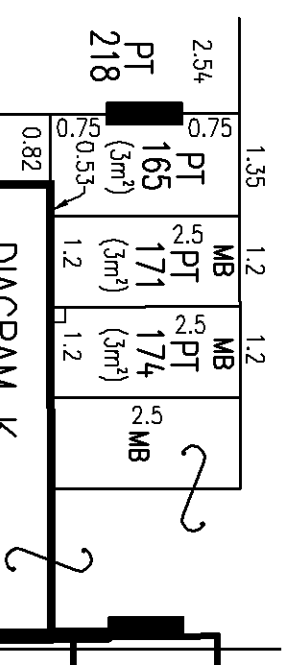
CP	SZ	
PT 164 (1m ²)	PT 134 (1m ²)	
PT 113		
<u>DIAGRAM G</u>		
RATIO 1:75		

SP99426

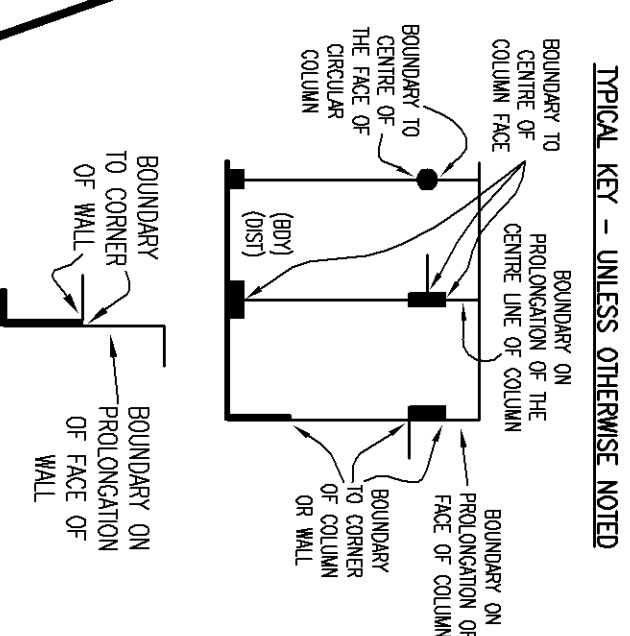
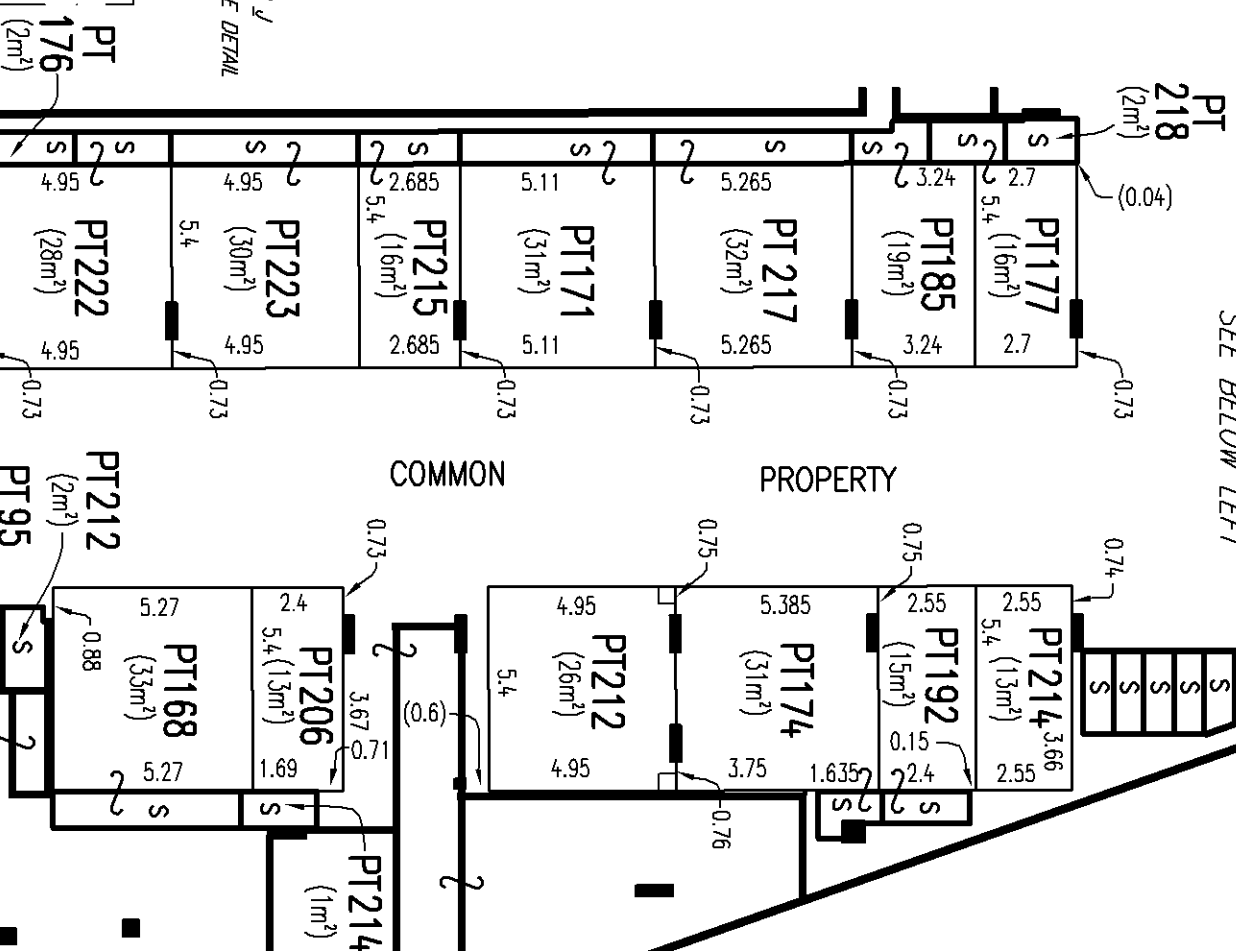
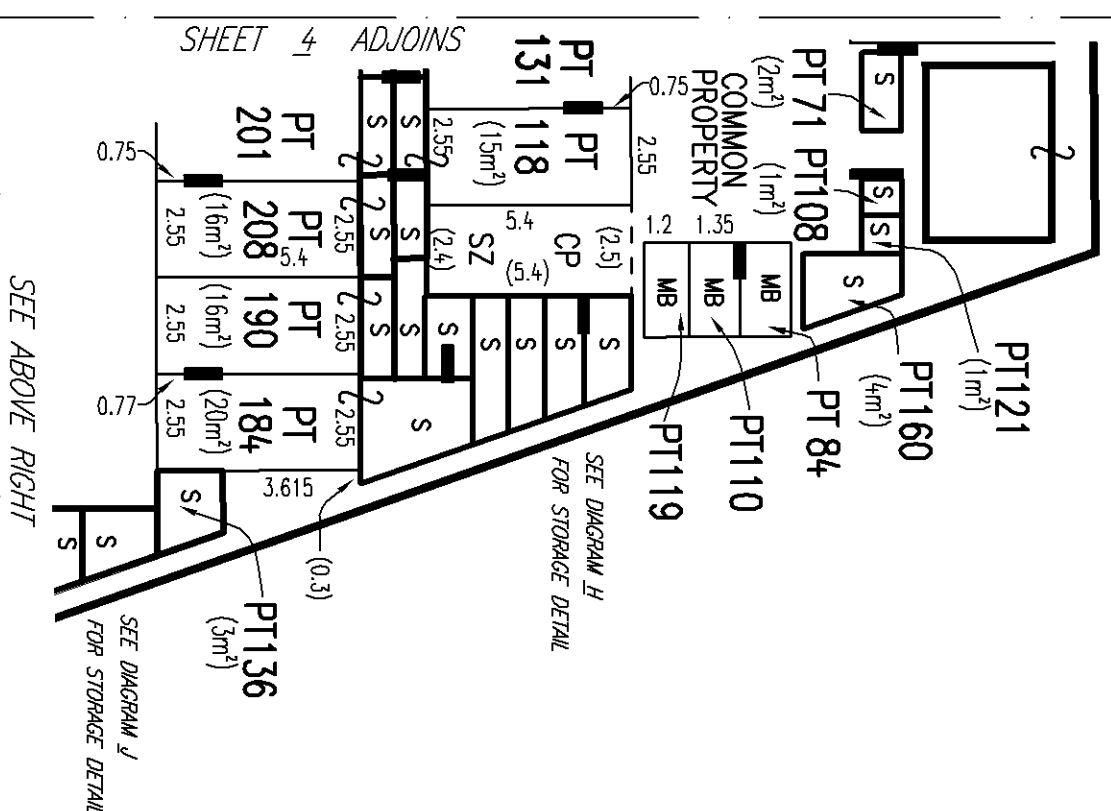
1.2	PT 119	1.2
MB	(3m ²)	2.5



RATIO 1:100



RATIO 1:100



TYPICAL KEY - UNLESS OTHERWISE NOTED

35	179	188	206
(1m ²)	(1m ²)	(1m ²)	(1m ²)

- CP - DENOTES COMMON PROPERTY
- MB - DENOTES MOTORCYCLE SPACE
- S - DENOTES STORAGE
- SZ - DENOTES SHARED ZONE WITHIN

RTY

ADAM RICHARDSON

PLAN OF SUBDIVISION OF LOT 2 IN
DP 1230265

LGA:

INNER WEST

REGISTERED

Date: 29/04/2019
Reference: 160509 SP-AR

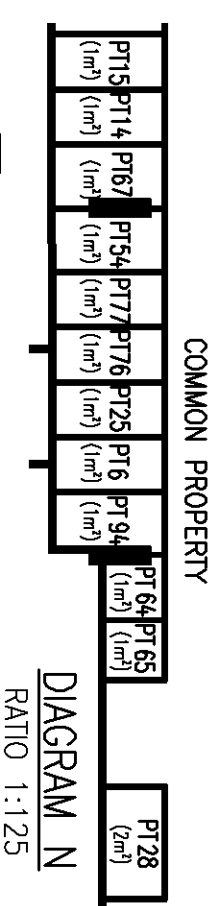
Locality: MARR
Reduction Ratio: 1:500
Lengths are in metres.



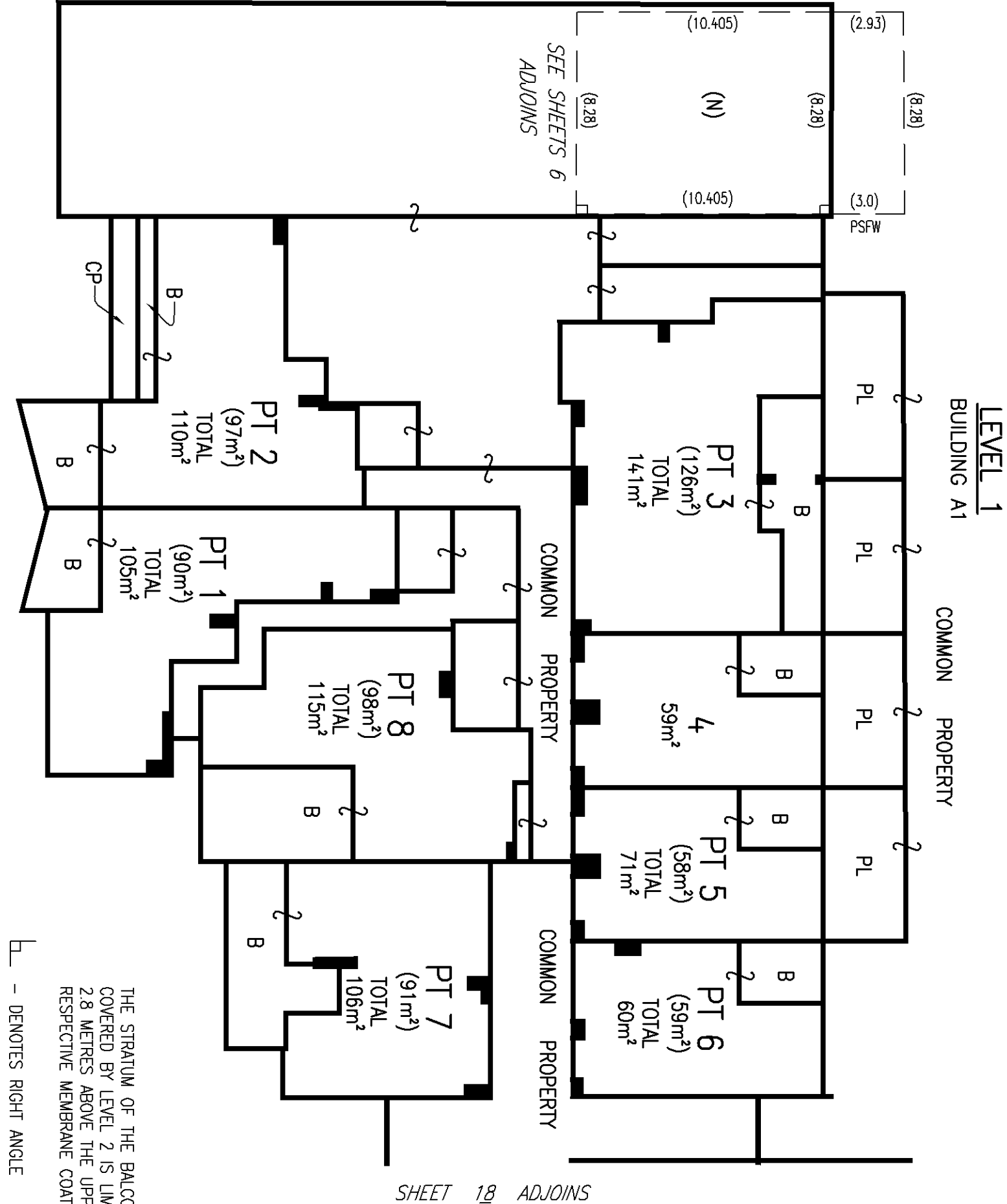
14/06/2019

SP99426

PT 115 (1m ²)	PT 124 (1m ²)
<u>DIAGRAM L</u> RATIO 1:7.5	



SP99426



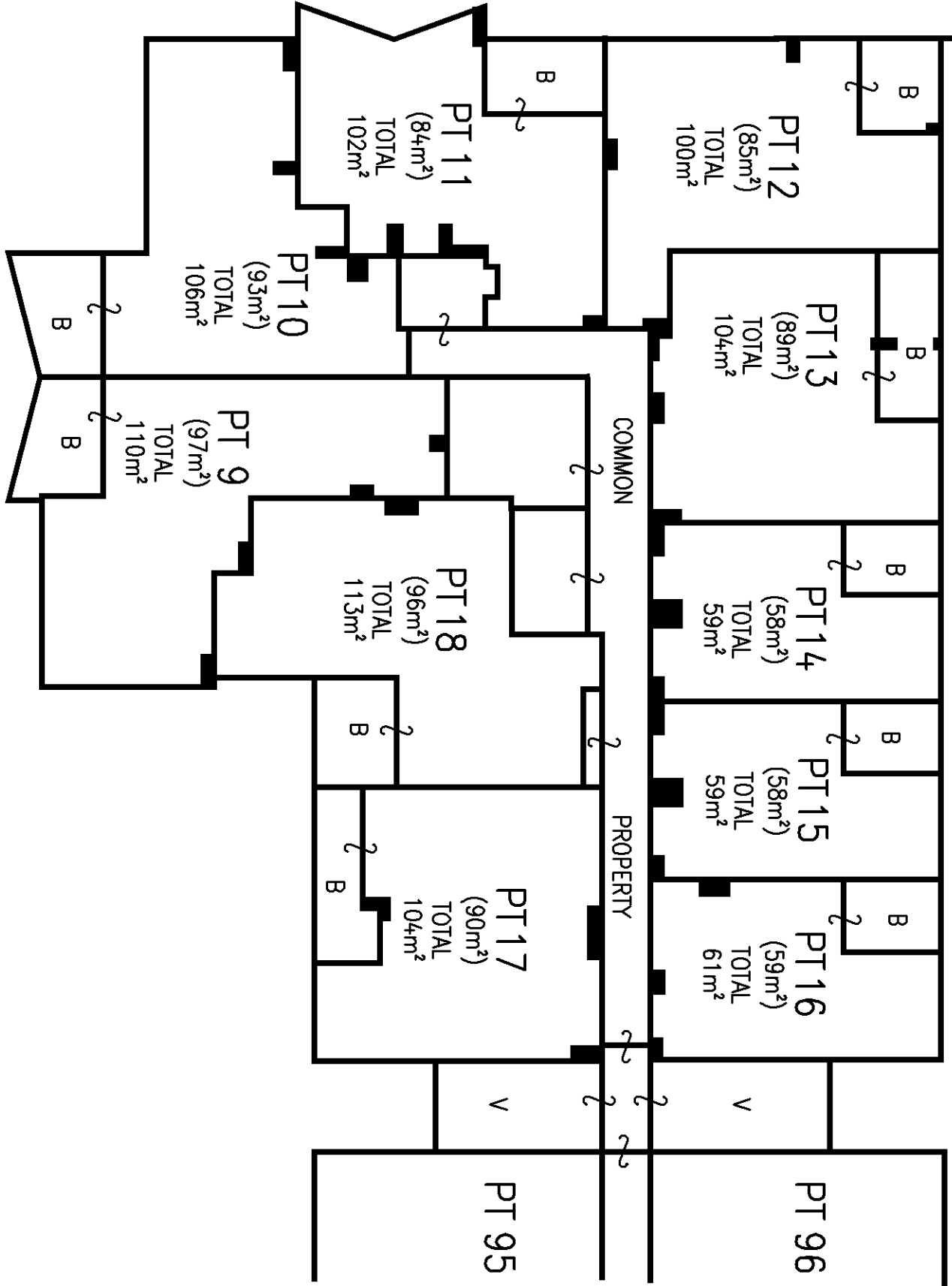
- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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SURVEYOR		PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265	
Name:	ADAM RICHARDSON	LGA:	INNER WEST
Date:	29/04/2019	Locality:	MARRICKVILLE
Reference:	160509 SP-AR	Reduction Ratio:	1:200
		Lengths are in metres.	
		REGISTERED	14/06/2019
		SP99426	

LEVEL 2
BUILDING A1



SHEET 19 ADJOINS

- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

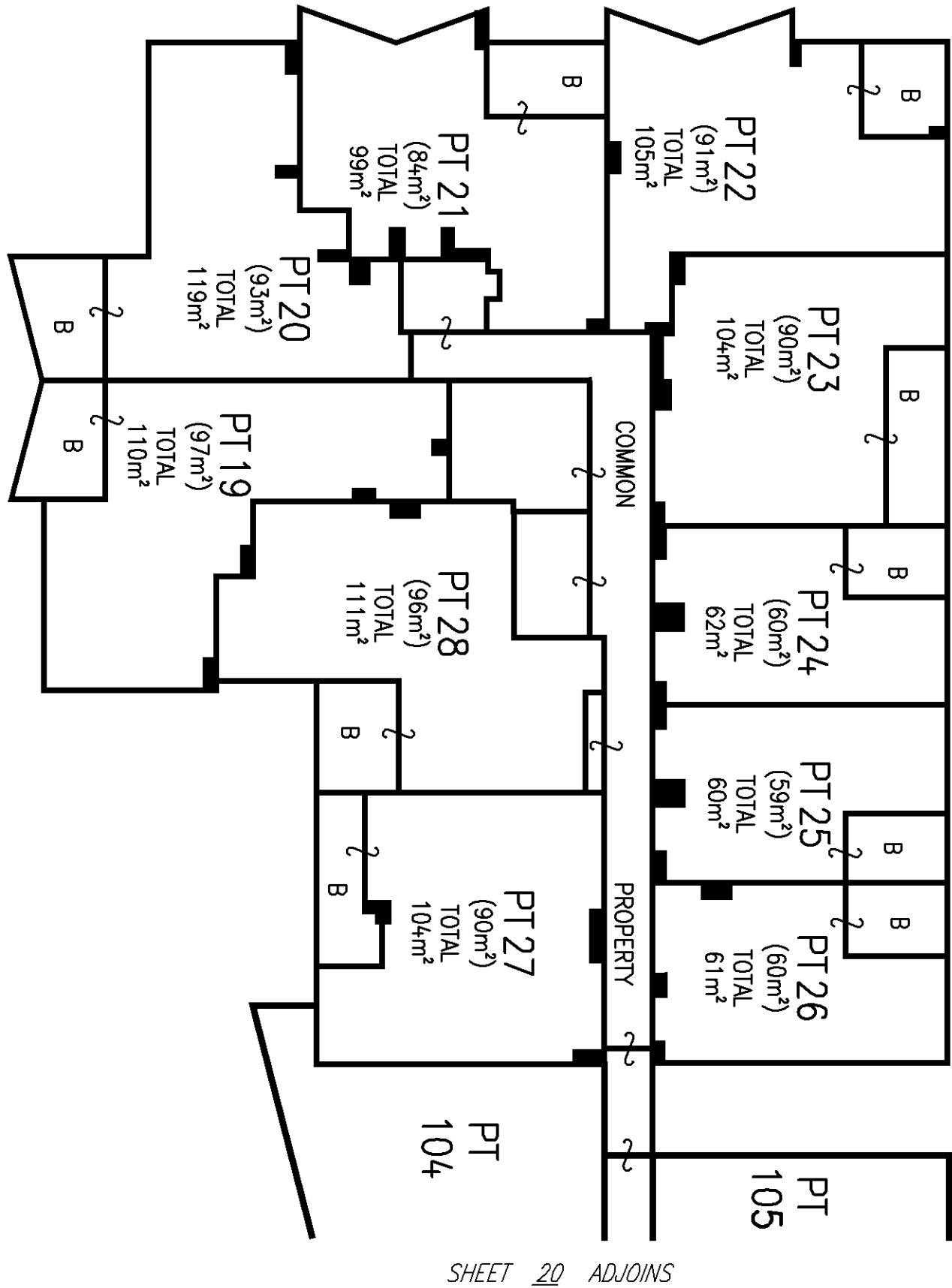
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY
V - DENOTES VOID

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265			LGA:	INNER WEST	REGISTERED	SP99426
Name:	ADAM RICHARDSON			Locality:	MARRICKVILLE	 14/06/2019	
Date:	29/04/2019			Reduction Ratio:	1:200		
Reference:	160509 SP-AR			Lengths are in metres.			

LEVEL 3
BUILDING A1



SHEET 20 ADJOINS

- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
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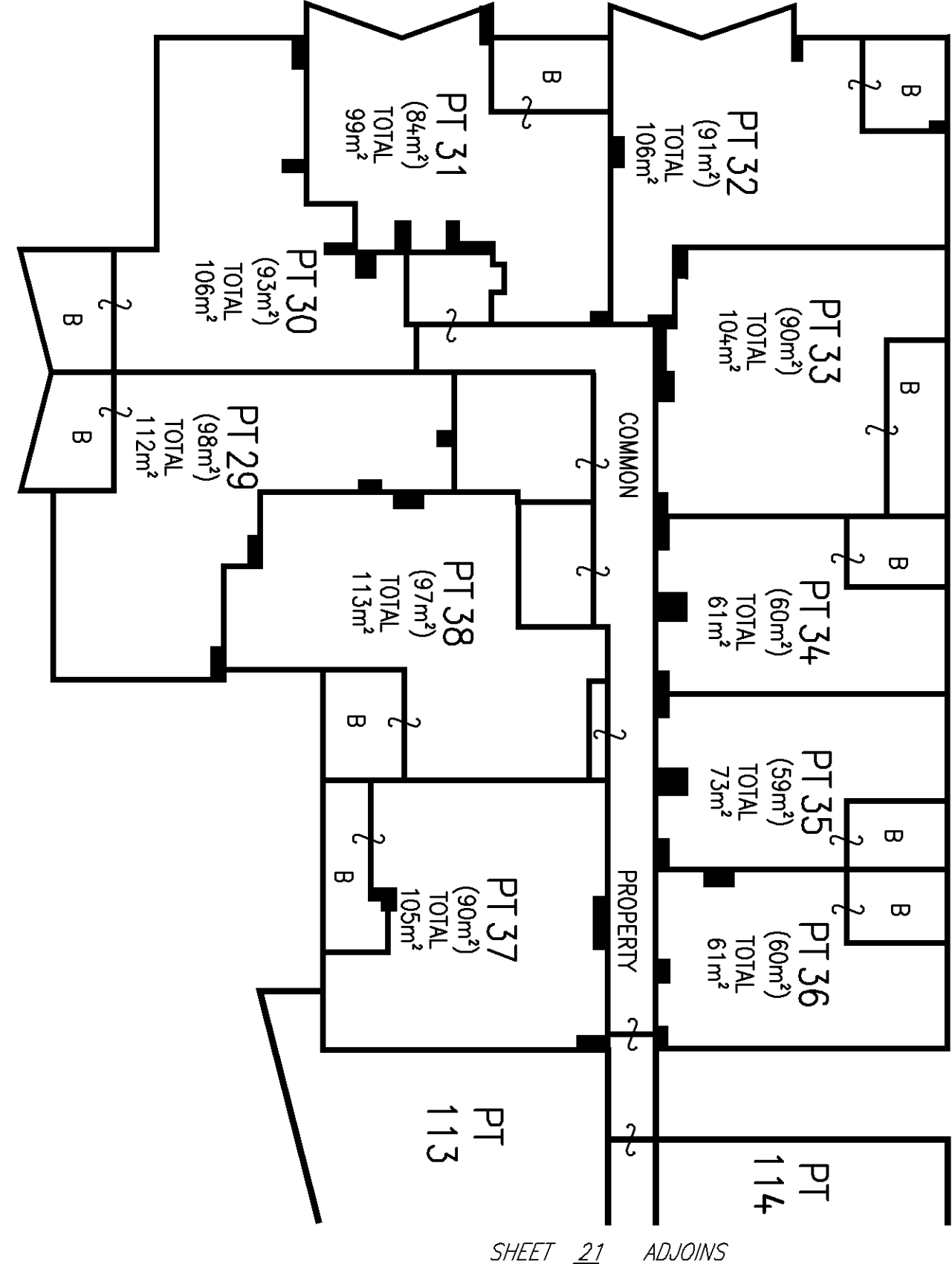
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B - DENOTES COVERED BALCONY

SURVEYOR		PLAN OF SUBDIVISION OF LOT 2 IN	
Name:	ADAM RICHARDSON	DP 1230265	
Date:	29/04/2019	LGA: INNER WEST MARRICKVILLE	
Reference:	160509 SP-AR	Reduction Ratio: 1:200	
		Lengths are in metres.	
		REGISTERED	
		14/06/2019	
		SP99426	

LEVEL 4
BUILDING A1



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
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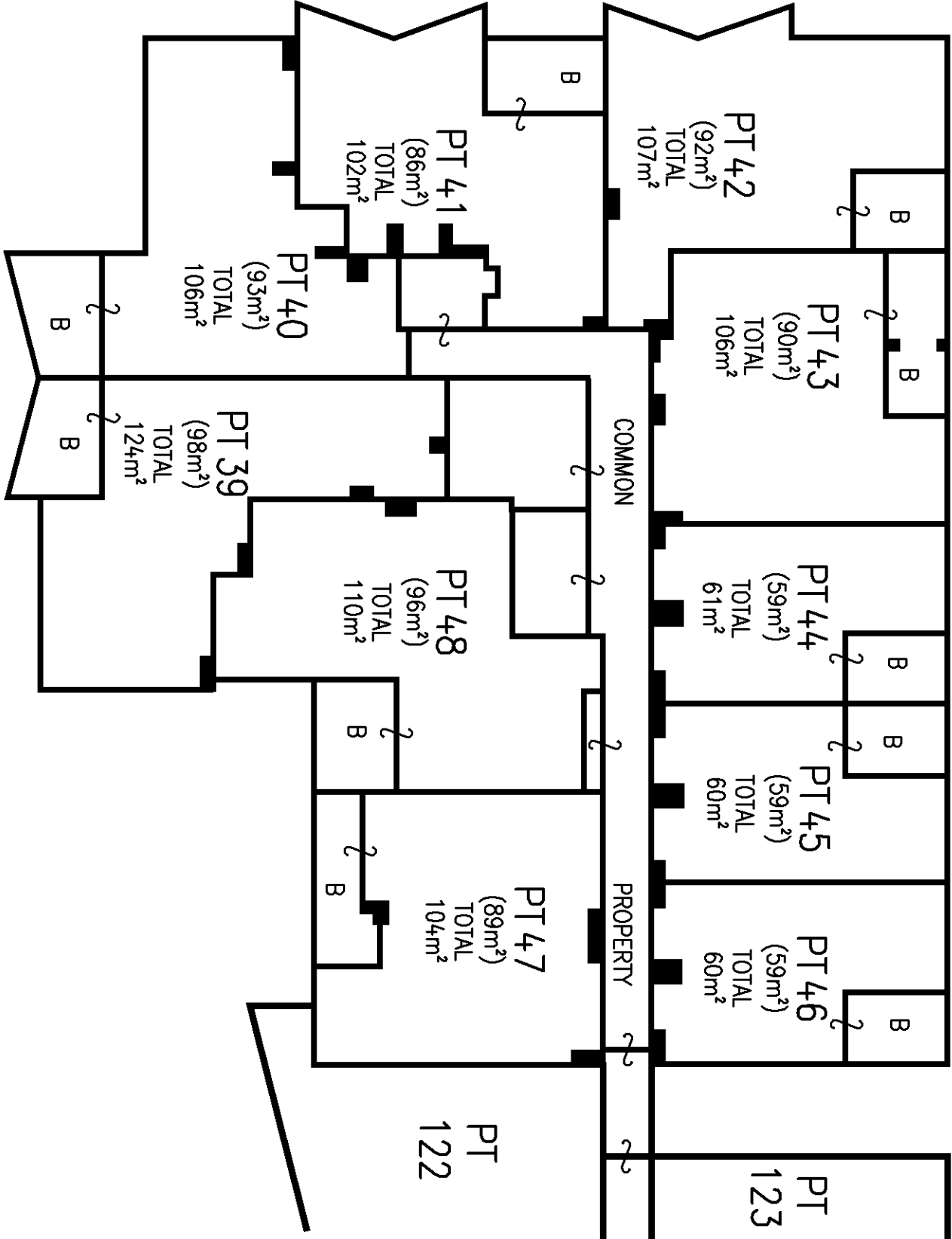
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN	LGA:	INNER WEST	REGISTERED	
Name: ADAM RICHARDSON	DP 1230265	Locality: MARRICKVILLE			
Date: 29/04/2019		Reduction Ratio: 1:200			
Reference: 160509 SP-AR		Lengths are in metres.			

SP99426

LEVEL 5
BUILDING A1



ADJOINS SHEET 22

- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
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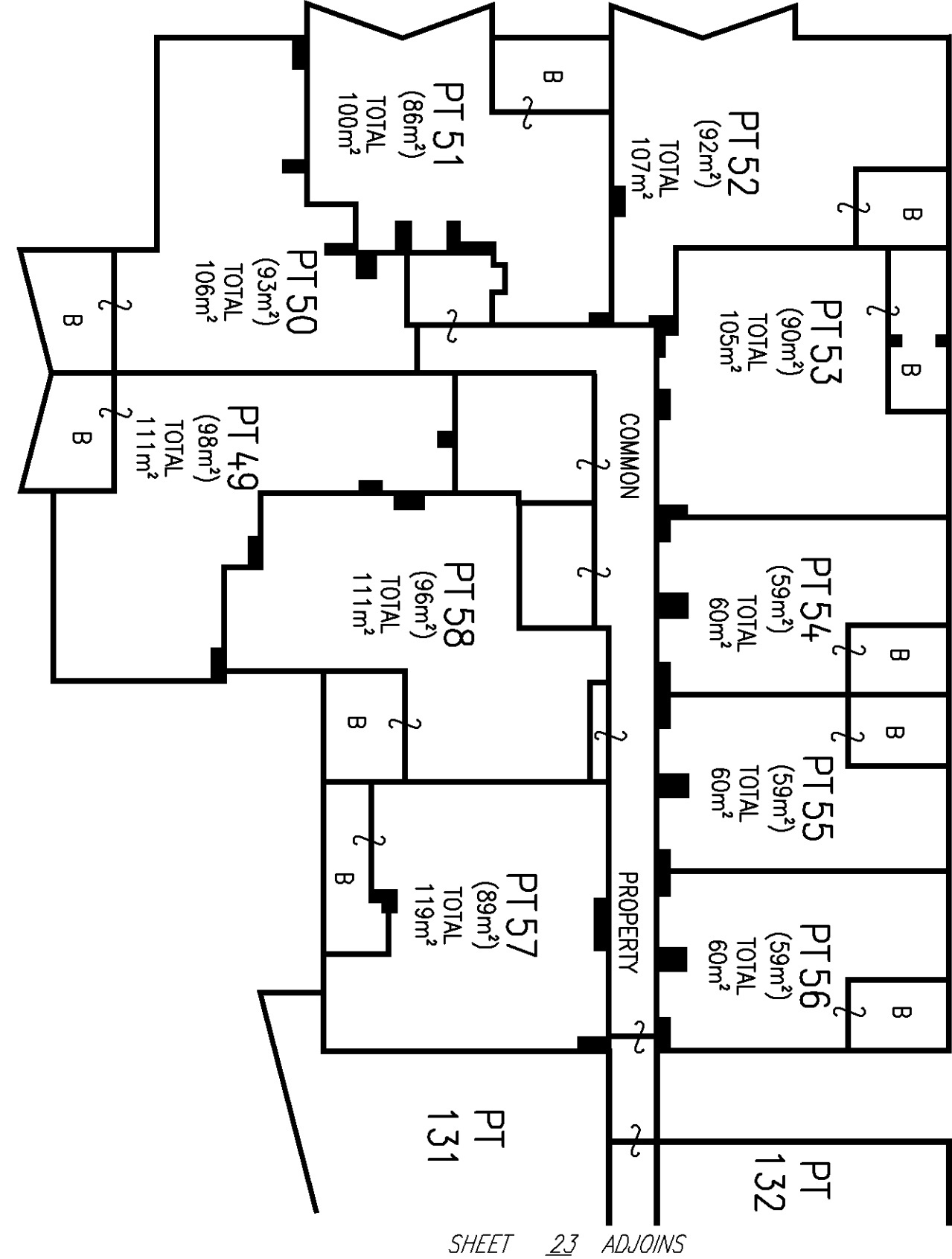
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B – DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265			LGA:	INNER WEST	REGISTERED	
Name:	ADAM RICHARDSON			Locality:	MARRICKVILLE		
Date:	29/04/2019			Reduction Ratio:	1:200		
Reference:	160509 SP-AR			Lengths are in metres.		14/06/2019	SP99426

LEVEL 6
BUILDING A1



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
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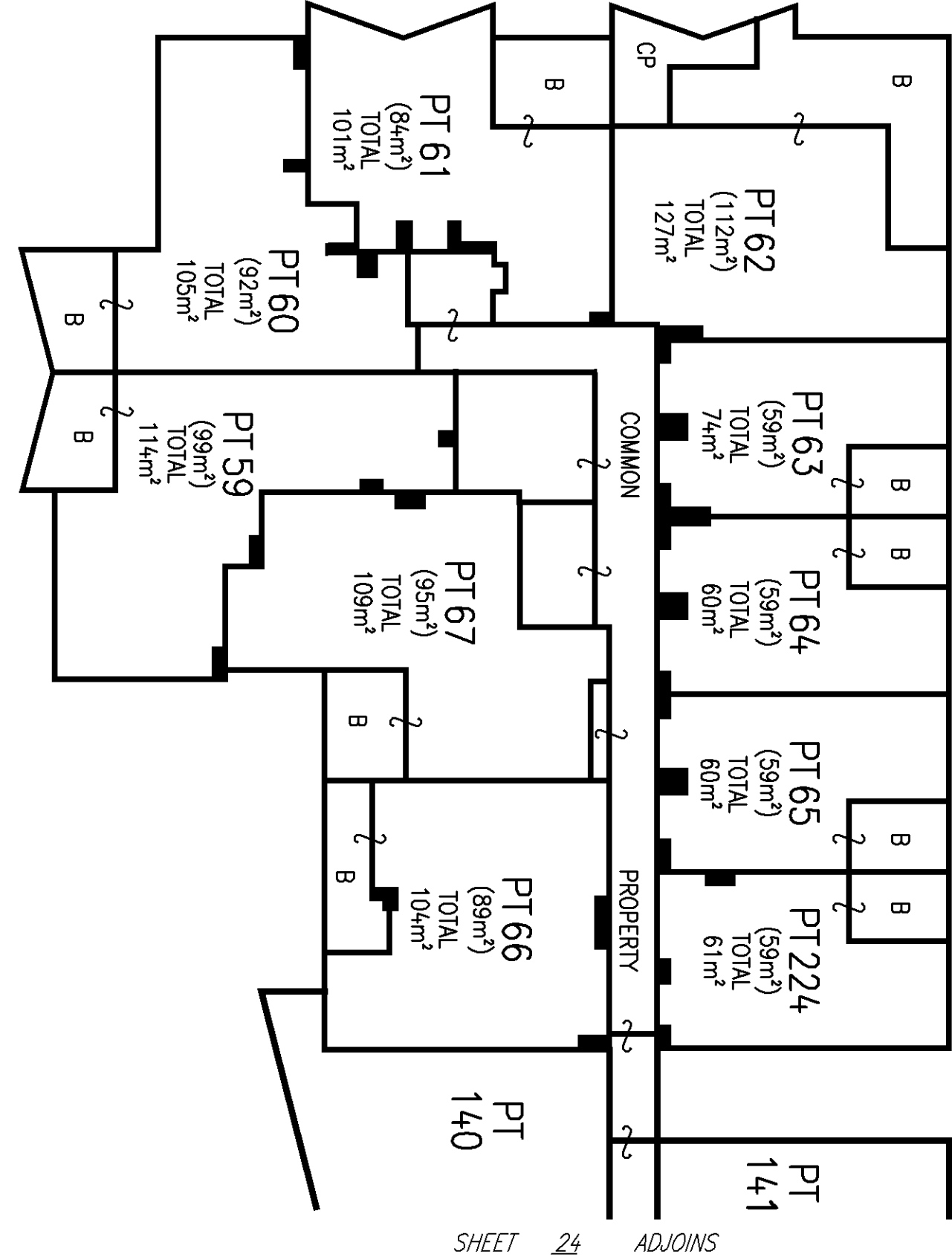
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SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN	LGA:	INNER WEST	REGISTERED	
Name: ADAM RICHARDSON	DP 1230265	Locality: MARRICKVILLE			
Date: 29/04/2019		Reduction Ratio: 1:200			
Reference: 160509 SP-AR		Lengths are in metres.			

SP99426

LEVEL 7
BUILDING A1



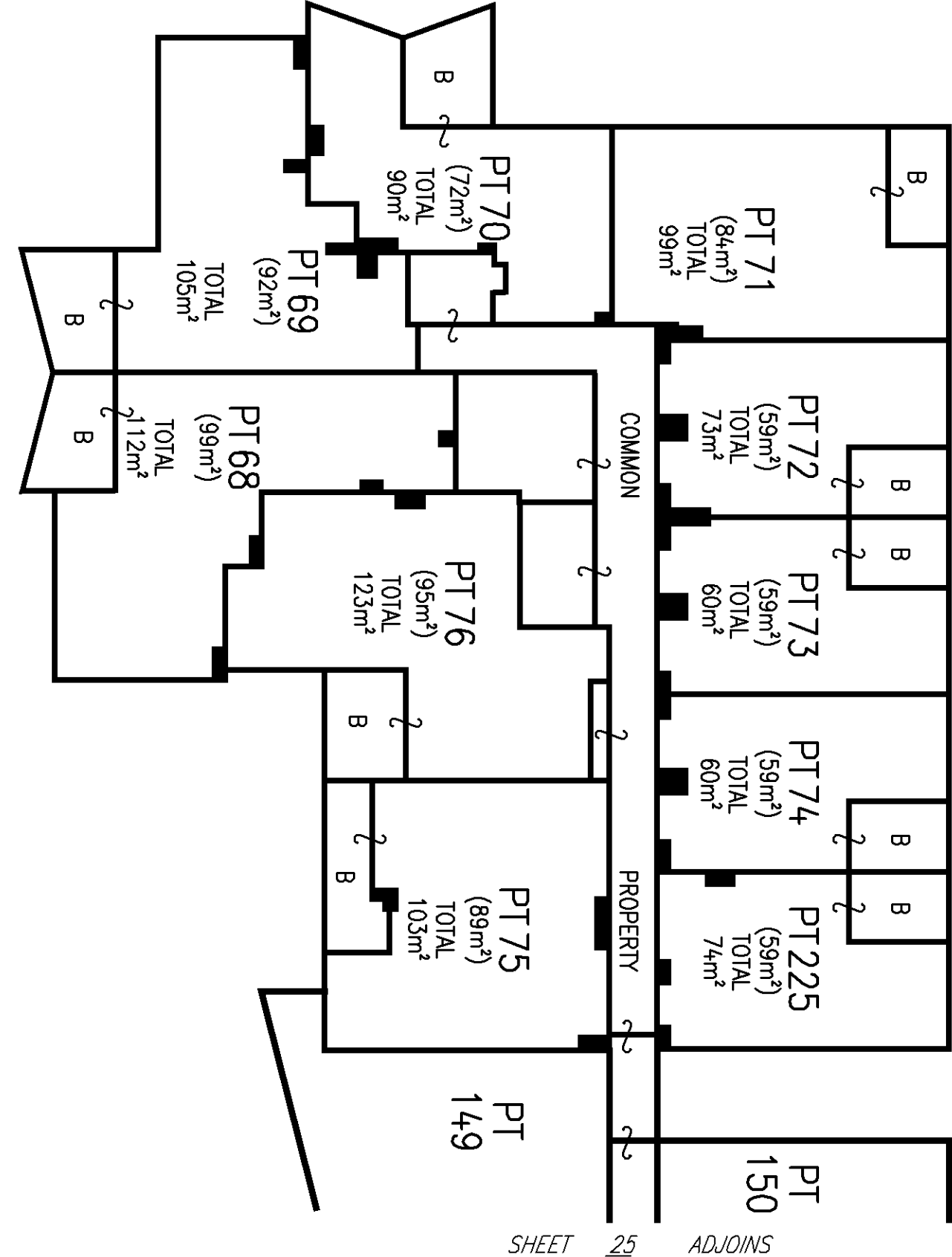
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SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN	LGA:	INNER WEST	REGISTERED	
Name: ADAM RICHARDSON	DP 1230265	Locality: MARRICKVILLE			
Date: 29/04/2019		Reduction Ratio: 1:200			
Reference: 160509 SP-AR		Lengths are in metres.			

SP99426

LEVEL 8
BUILDING A1



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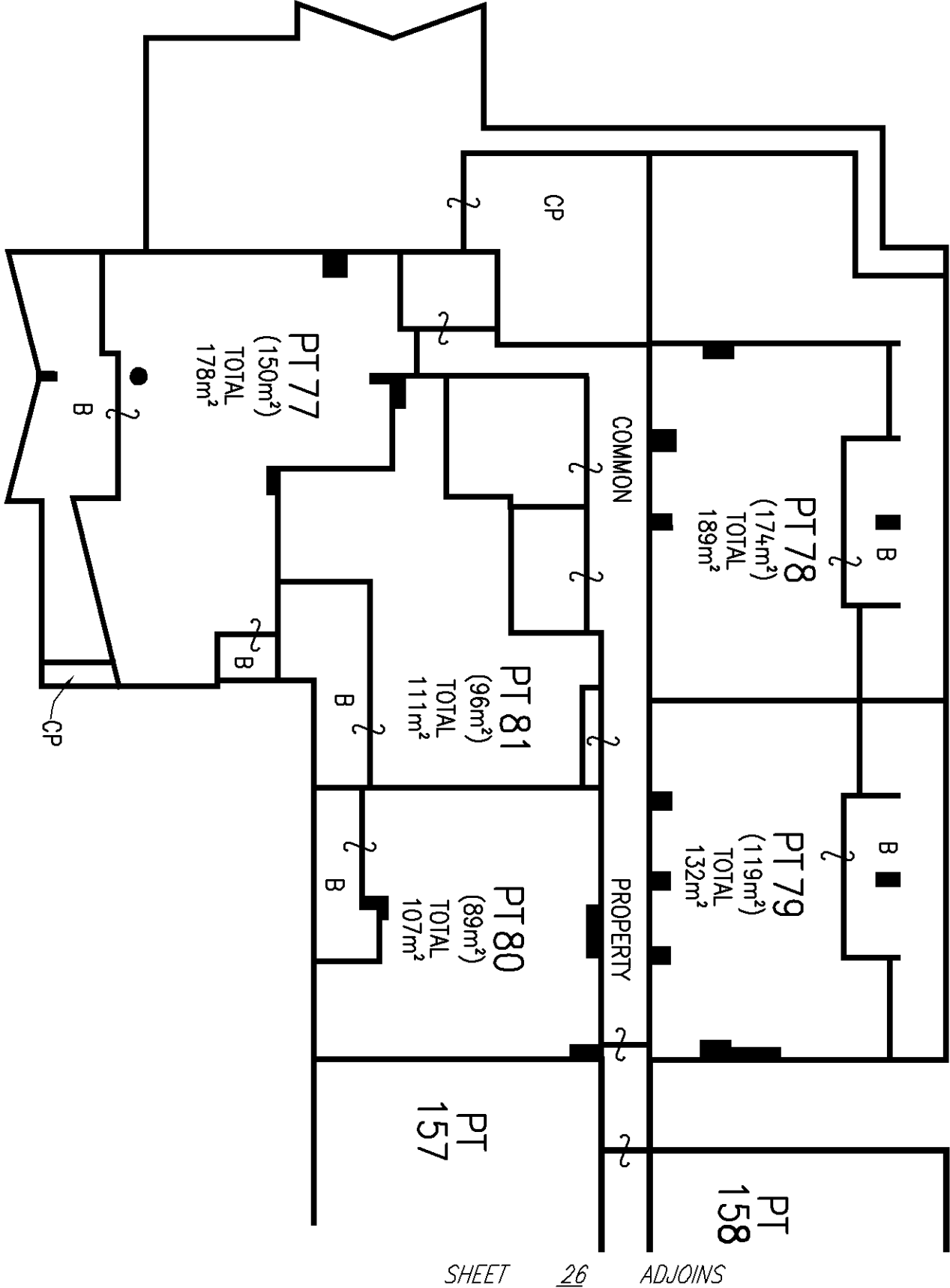
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B - DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN	LGA:	INNER WEST	REGISTERED	
Name: ADAM RICHARDSON	DP 1230265	Locality: MARRICKVILLE			
Date: 29/04/2019		Reduction Ratio: 1:200			
Reference: 160509 SP-AR		Lengths are in metres.			

SP99426

LEVEL 9
BUILDING A1



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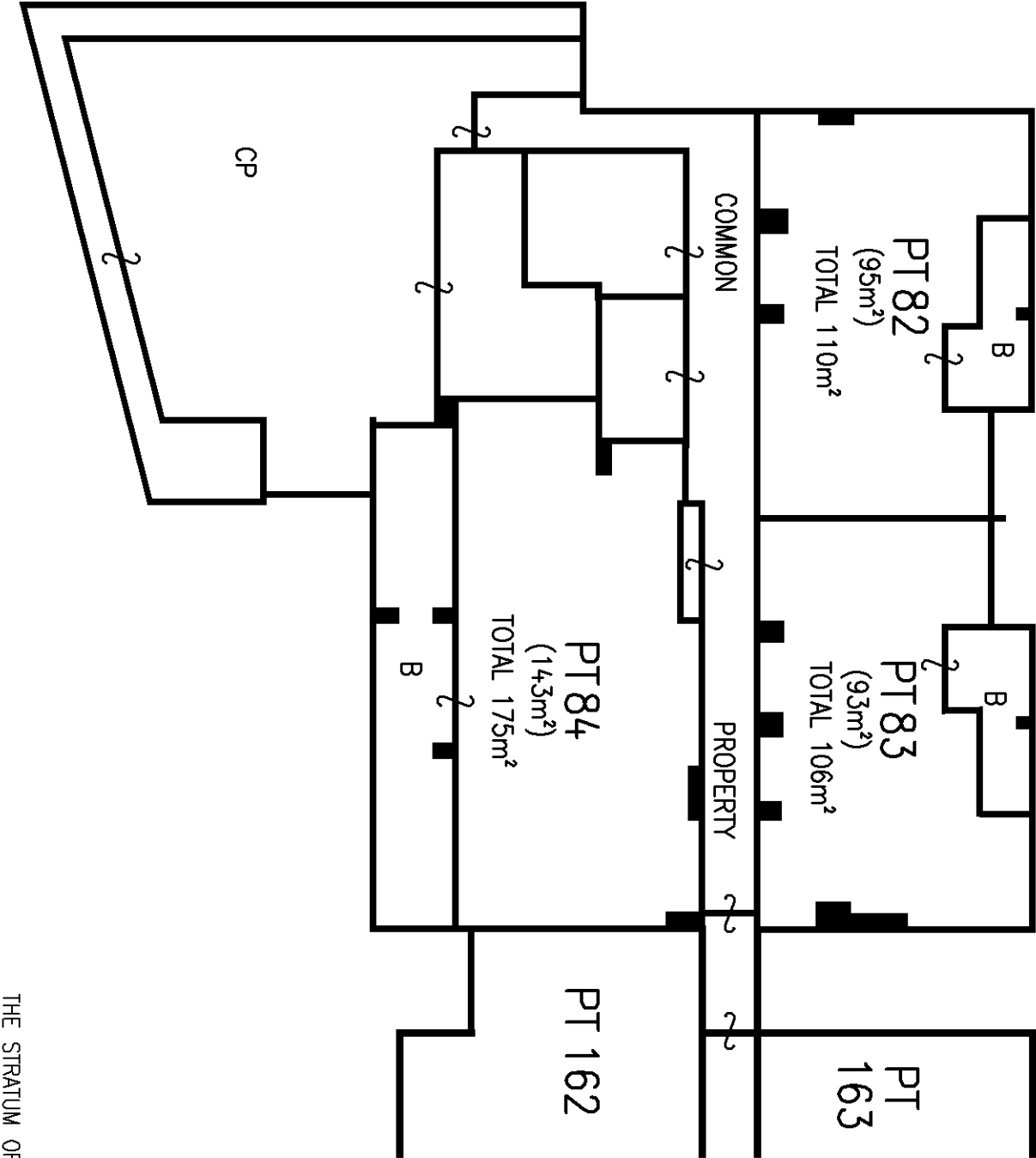
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THE STRATUM OF THE BALCONIES WHERE NOT COVERED BY LEVEL 10 IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265			LGA:	INNER WEST	REGISTERED	
Name:	ADAM RICHARDSON			Locality:	MARRICKVILLE		
Date:	29/04/2019			Reduction Ratio:	1:200		
Reference:	160509 SP-AR			Lengths are in metres.			
					14/06/2019		SP99426

LEVEL 10
BUILDING A1



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
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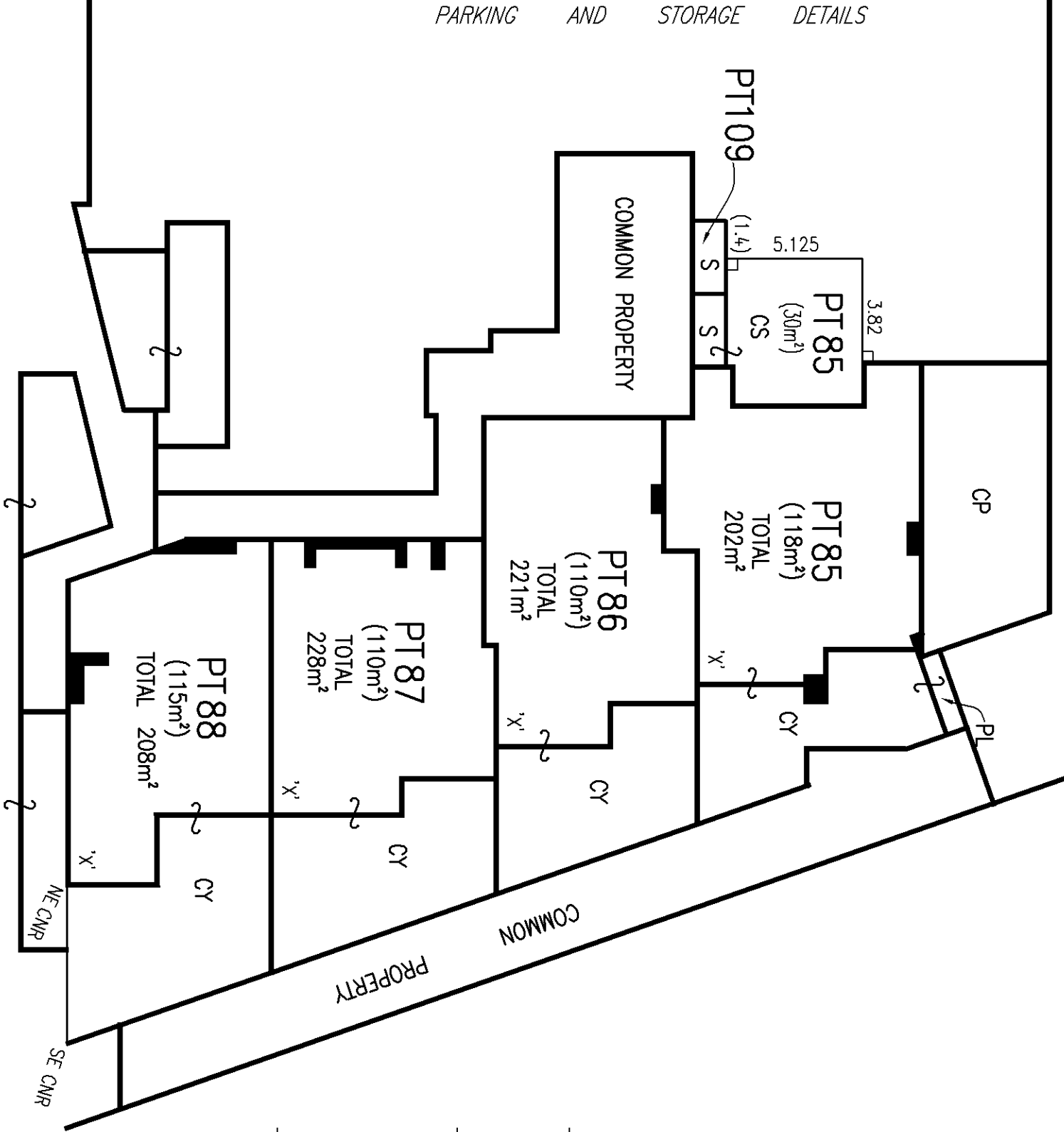
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265			LGA: INNER WEST Locality: MARRICKVILLE	REGISTERED	SP99426
Name: ADAM RICHARDSON				Reduction Ratio: 1:200	 14/06/2019	
Date: 29/04/2019				Lengths are in metres.		
Reference: 160509 SP-AR						

GROUND LEVEL
BUILDING A2



SEE SHEET 6 FOR ADJOINING
PARKING AND STORAGE DETAILS



- 'X' DENOTES THE POSITION OF THE UPPER SURFACE OF THE FLOOR OF THE UNIT USED TO SET THE STRATUM LIMITS OF THE ADJOINING COURTYARDS.

- THE STRATUM OF THE COURTYARDS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THE MEMBRANE COATED CONCRETE FLOOR. WHERE NO STRUCTURAL BASE EXISTS, THE STRATUM OF THAT PART OF THE COURTYARD IS LIMITED IN DEPTH TO 2 METRES BELOW THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.

- THE STRATUM OF THE COURTYARDS AND PLANTERS WHERE NOT COVERED BY LEVEL 1 IS LIMITED IN HEIGHT TO 5.5 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.

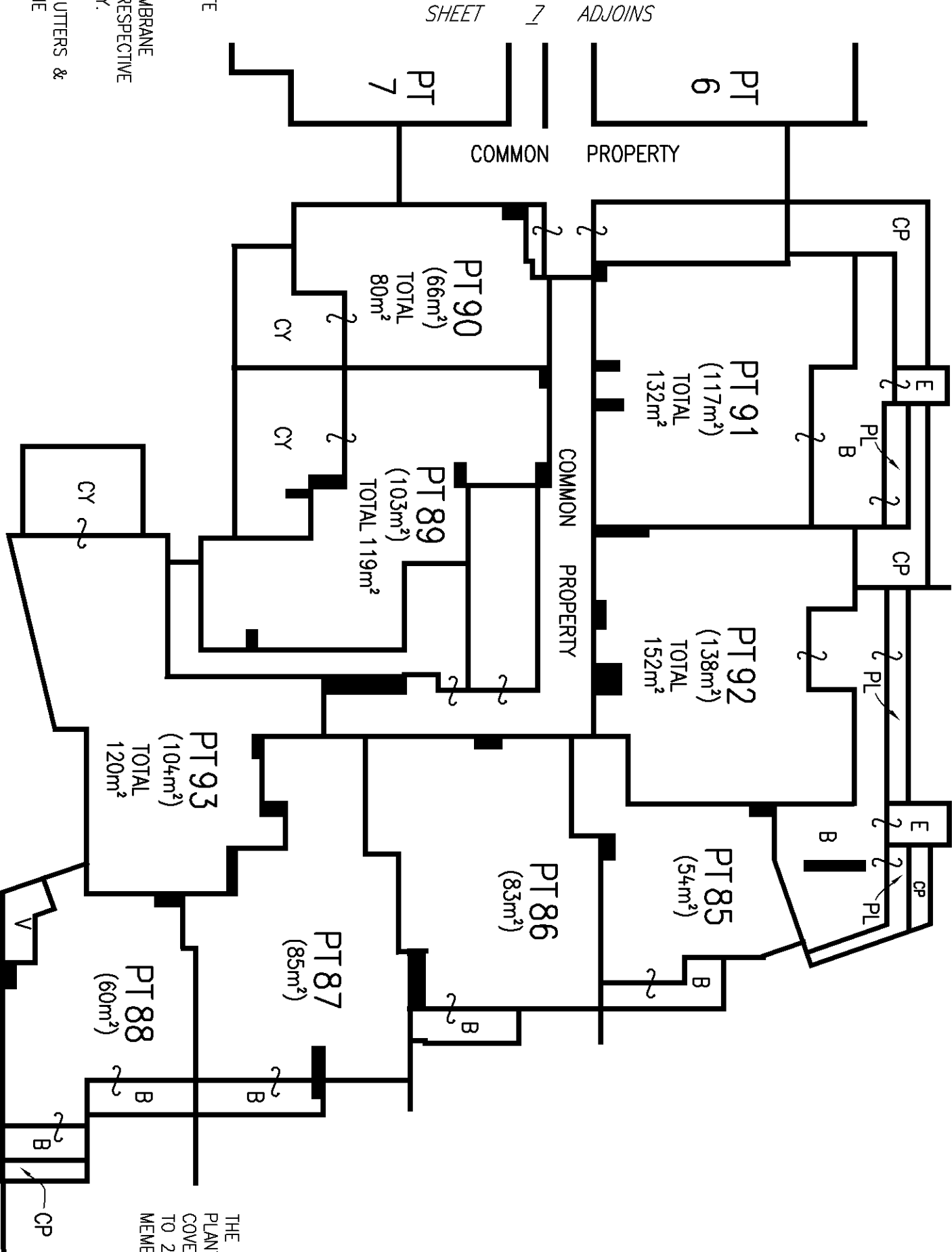
- └─ DENOTES RIGHT ANGLE
- NE CNR – DENOTES NORTH EAST CORNER
- SE CNR – DENOTES SOUTH EAST CORNER
- CP – DENOTES COMMON PROPERTY
- CS – DENOTES CARSPACE
- CY – DENOTES COURTYARD
- PL – DENOTES PLANTER
- S – DENOTES STORAGE

- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
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SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265			LGA: INNER WEST MARRICKVILLE	REGISTERED 14/06/2019	SP99426
Name: ADAM RICHARDSON				Locality:		
Date: 29/04/2019				Reduction Ratio: 1:200		
Reference: 160509 SP-AR				Lengths are in metres.		

LEVEL 1
BUILDING A2



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
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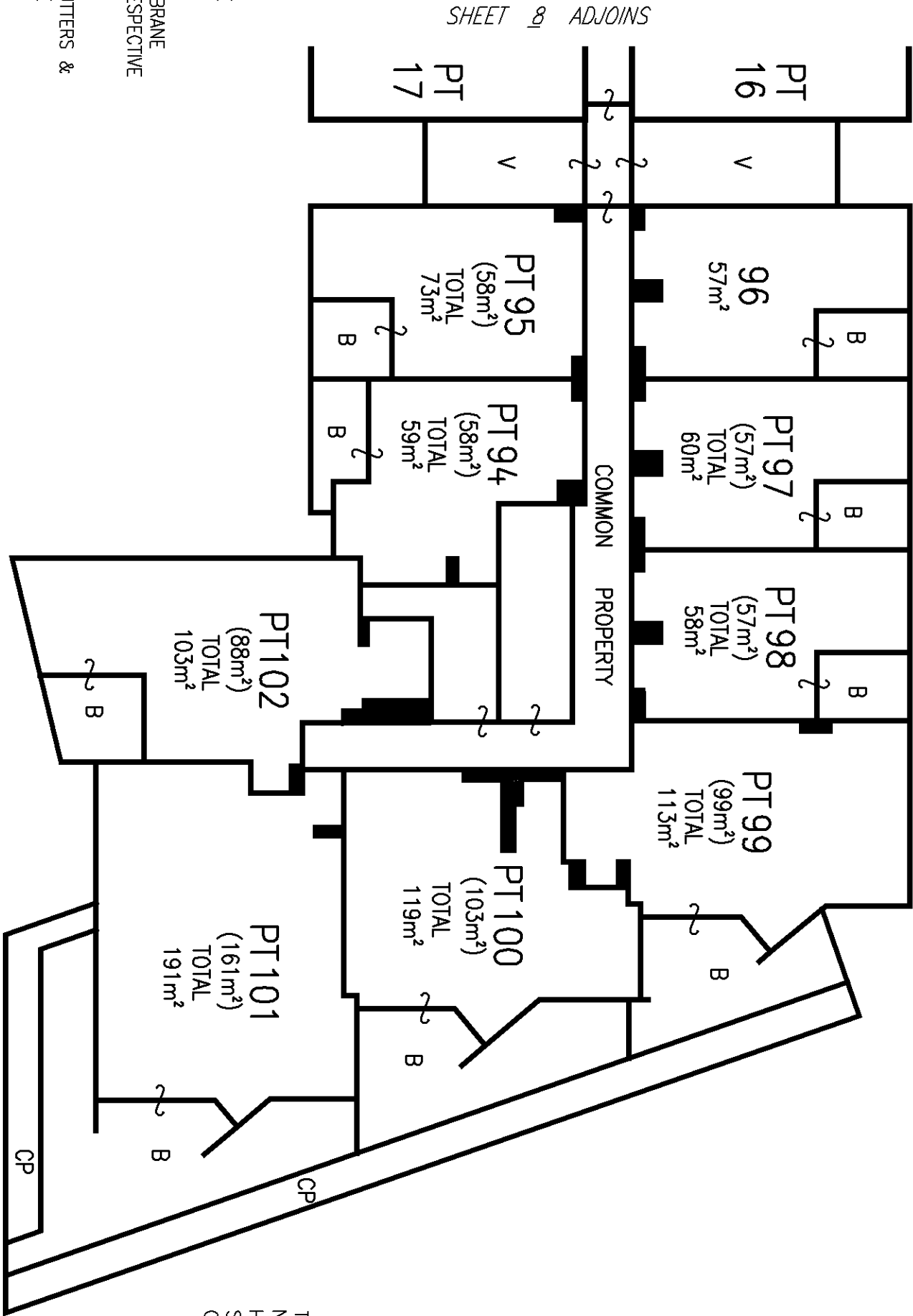
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- B - DENOTES BALCONY
- CP - DENOTES COMMON PROPERTY
- CY - DENOTES COURTYARD
- E - DENOTES ENTRANCE WITH CONCRETE FLOOR
- PL - DENOTES PLANTER
- V - DENOTES VOID

THE STRATUM OF THE BALCONIES, ENTRANCES, PLANTERS AND COURTYARDS WHERE NOT COVERED BY LEVEL 2 IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265			LGA:	INNER WEST	REGISTERED	
Name:	ADAM RICHARDSON	Locality:	MARRICKVILLE				
Date:	29/04/2019	Reduction Ratio:	1:200				
Reference:	160509 SP-AR	Lengths are in metres.			14/06/2019		SP99426

LEVEL 2
BUILDING A2



THE STRATUM OF THE BALCONIES WHERE NOT COVERED BY LEVEL 3 IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
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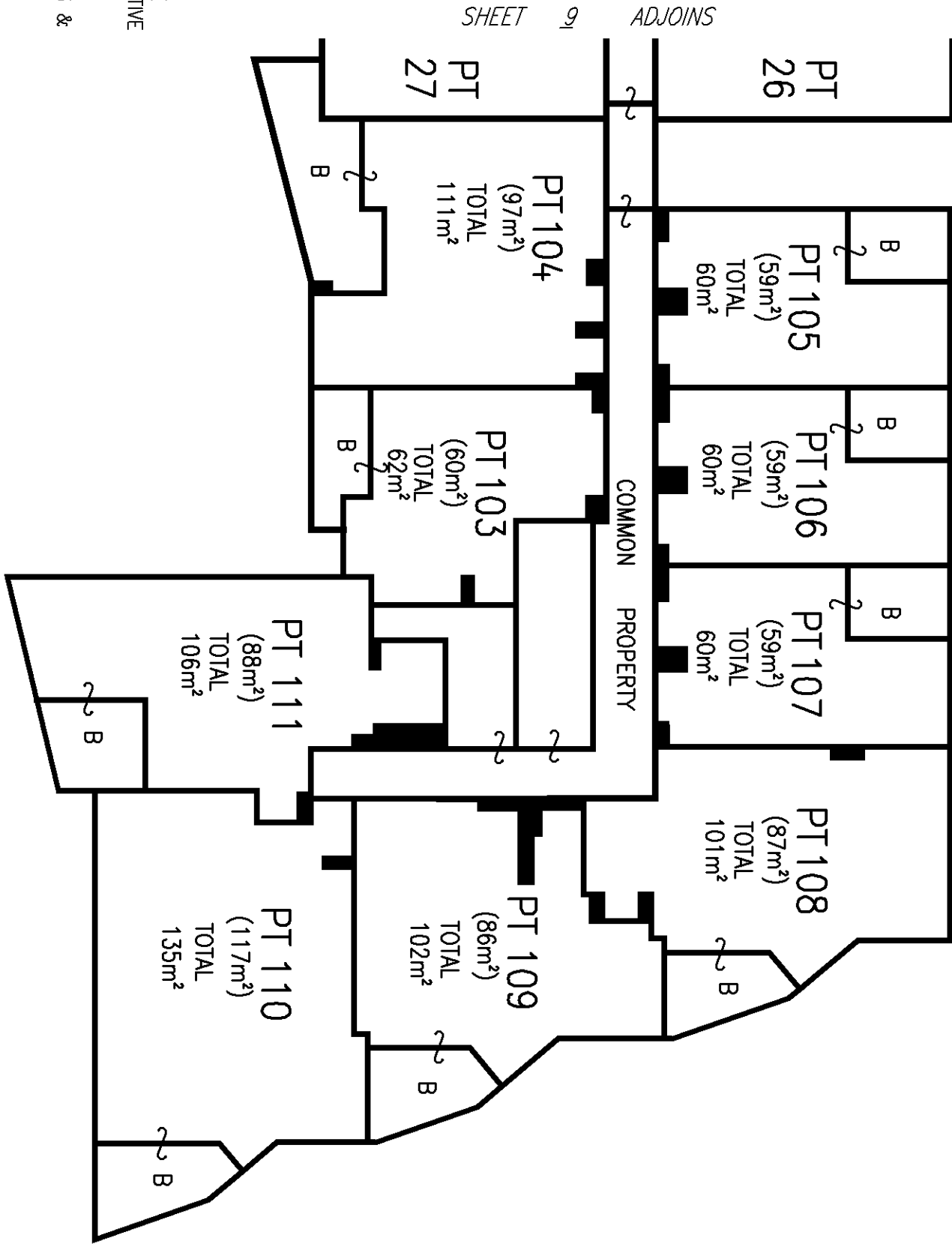
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B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265	LGA: INNER WEST MARRICKVILLE	REGISTERED	
Name: ADAM RICHARDSON		Locality: MARRICKVILLE		
Date: 29/04/2019		Reduction Ratio: 1:200		
Reference: 160509 SP-AR		Lengths are in metres.		

SP99426

LEVEL 3
BUILDING A2



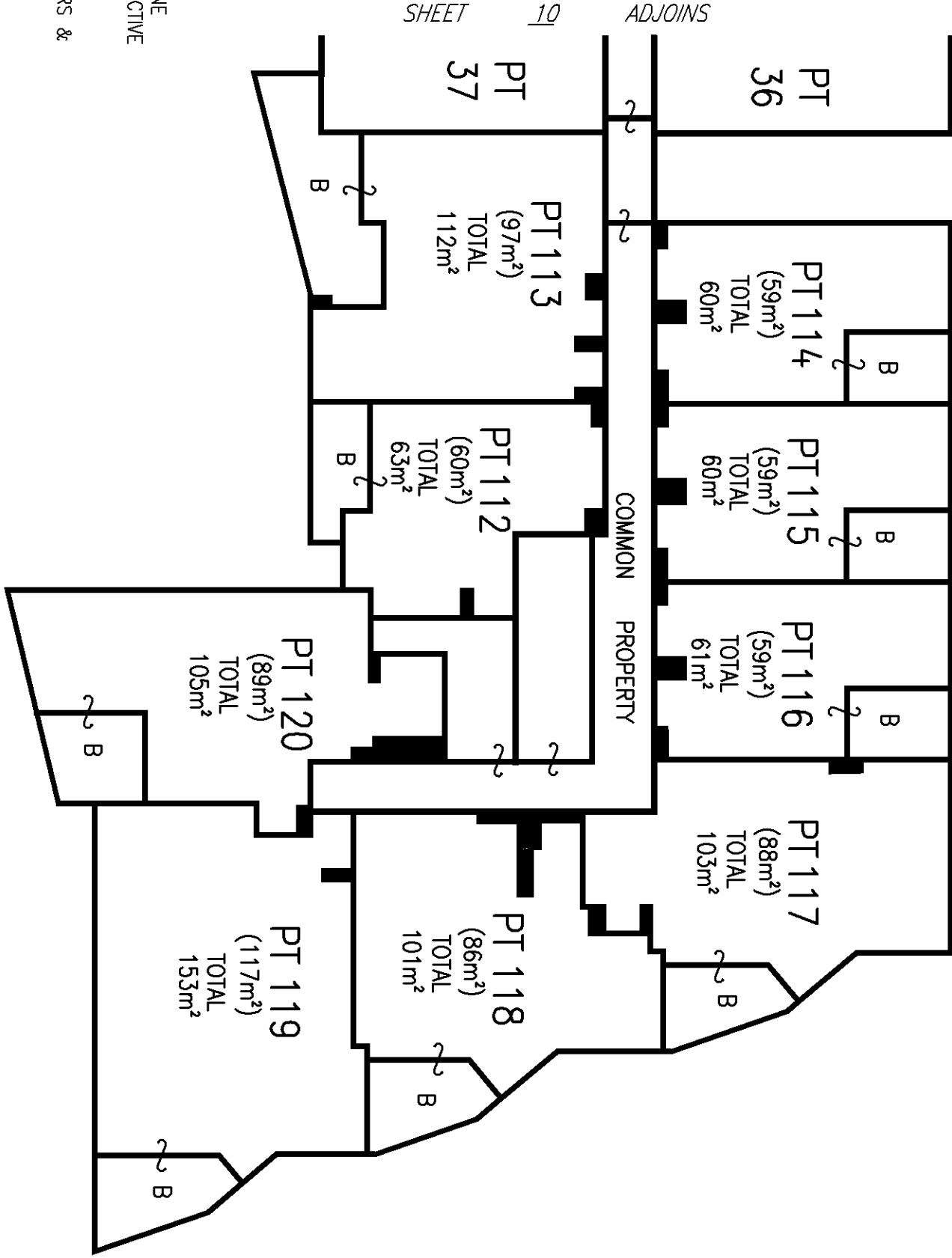
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B – DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265			LGA: INNER WEST Locality: MARRICKVILLE	REGISTERED	SP99426
Name: ADAM RICHARDSON				Reduction Ratio: 1:200	 14/06/2019	
Date: 29/04/2019						
Reference: 160509 SP-AR				Lengths are in metres.		

LEVEL 4
BUILDING A2



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
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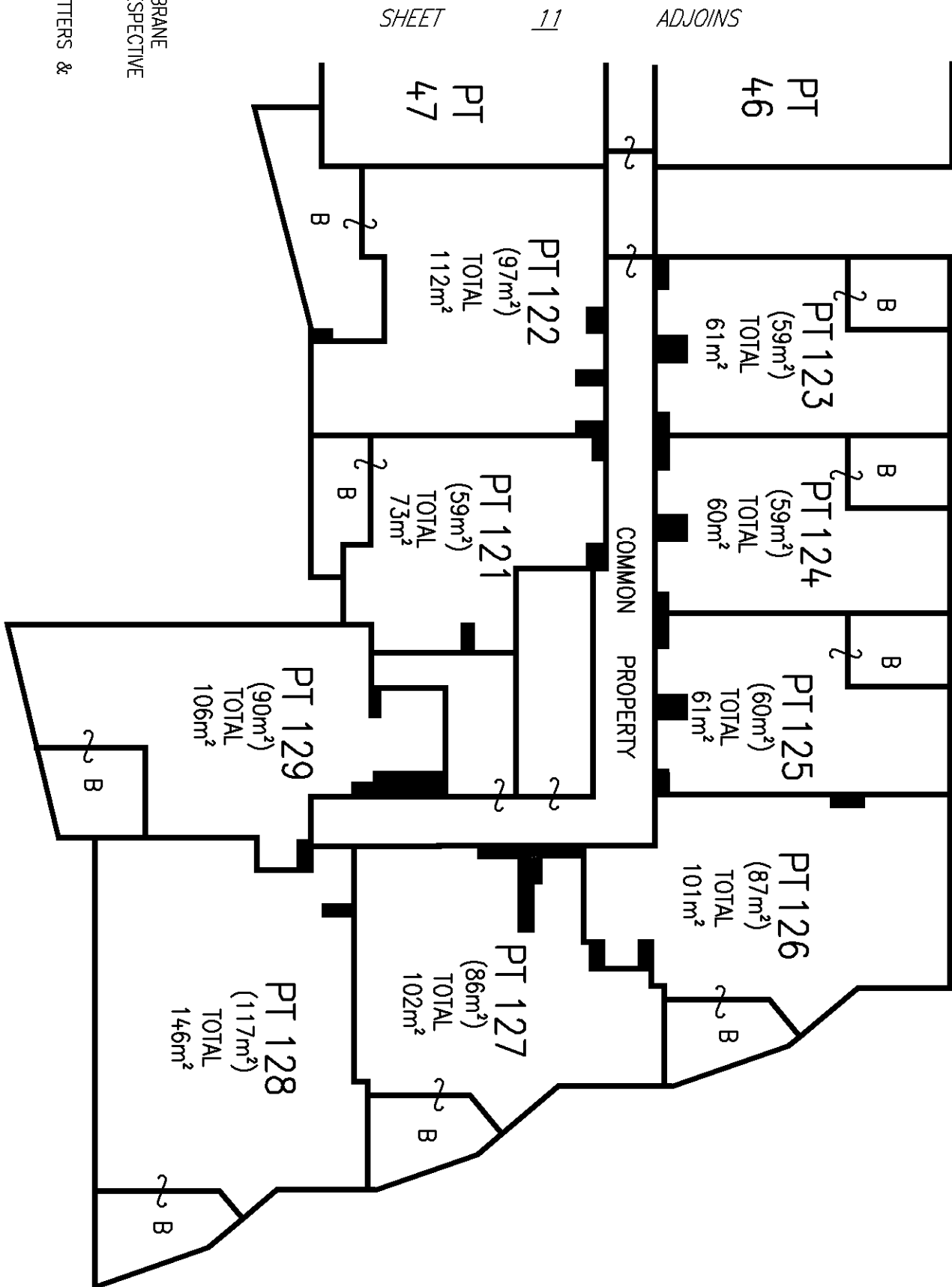
SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN	LGA:	INNER WEST	REGISTERED	
Name: ADAM RICHARDSON	DP 1230265	Locality: MARRICKVILLE			
Date: 29/04/2019		Reduction Ratio: 1:200			
Reference: 160509 SP-AR		Lengths are in metres.			



14/06/2019

SP99426

LEVEL 5
BUILDING A2



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
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B – DENOTES COVERED BALCONY

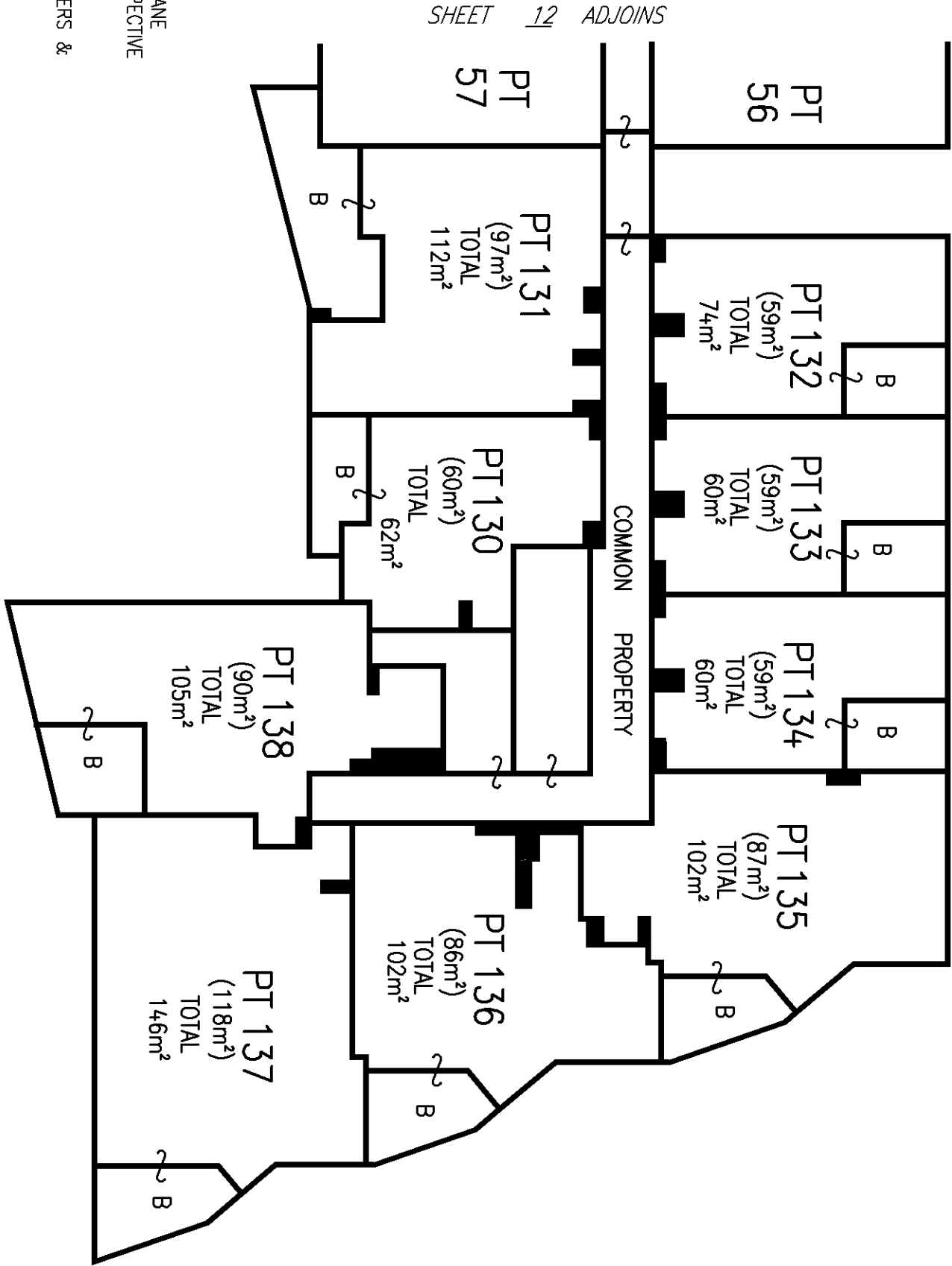
SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265			LGA: INNER WEST MARRICKVILLE	REGISTERED	
Name: ADAM RICHARDSON				Locality: MARRICKVILLE		
Date: 29/04/2019				Reduction Ratio: 1:200		
Reference: 160509 SP-AR				Lengths are in metres.		



14/06/2019

SP99426

LEVEL 6
BUILDING A2



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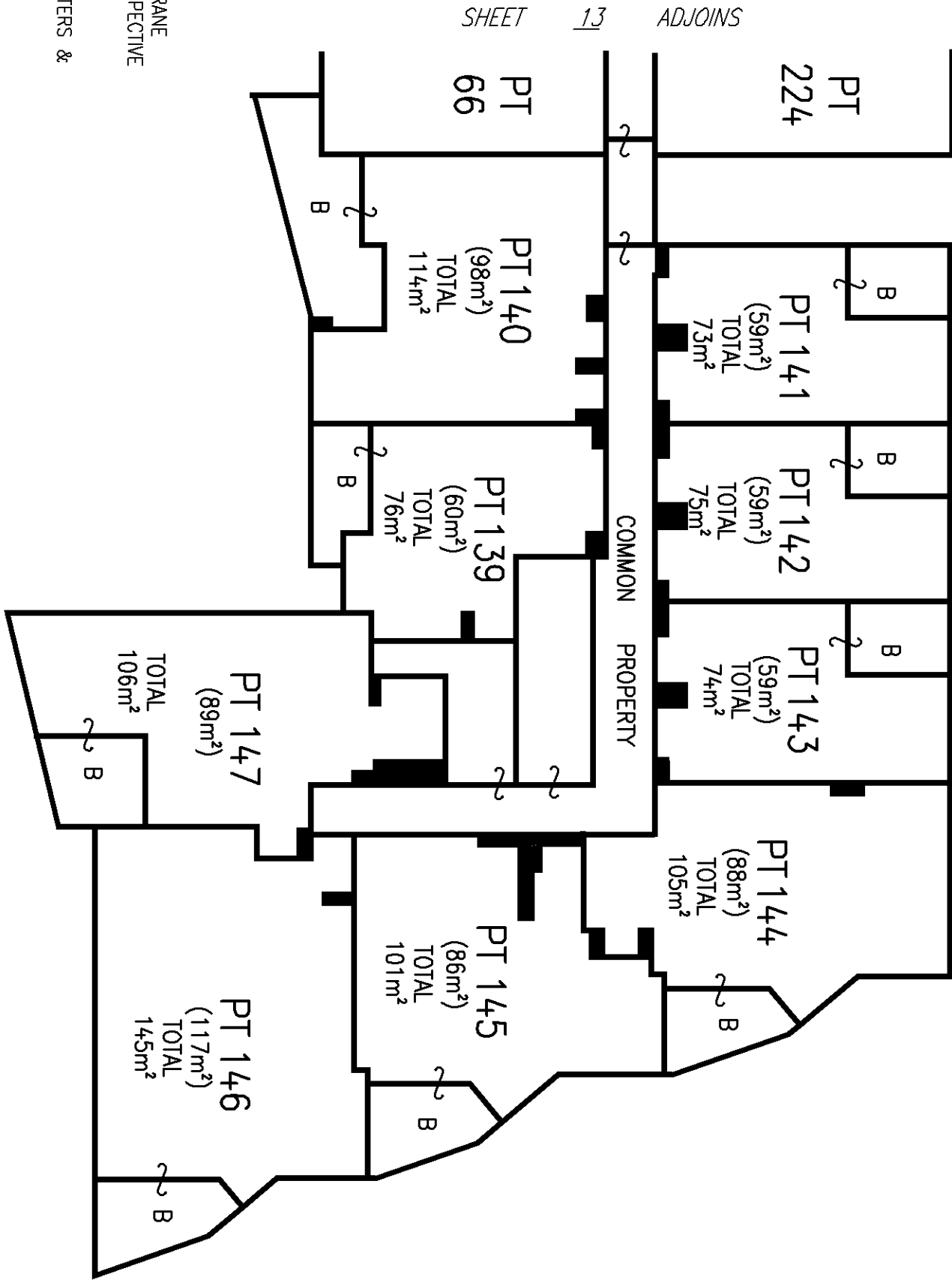
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B – DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265			LGA: INNER WEST Locality: MARRICKVILLE	REGISTERED	SP99426
Name: ADAM RICHARDSON				Reduction Ratio: 1:200	 14/06/2019	
Date: 29/04/2019						
Reference: 160509 SP-AR						
				Lengths are in metres.		

LEVEL 7
BUILDING A2



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
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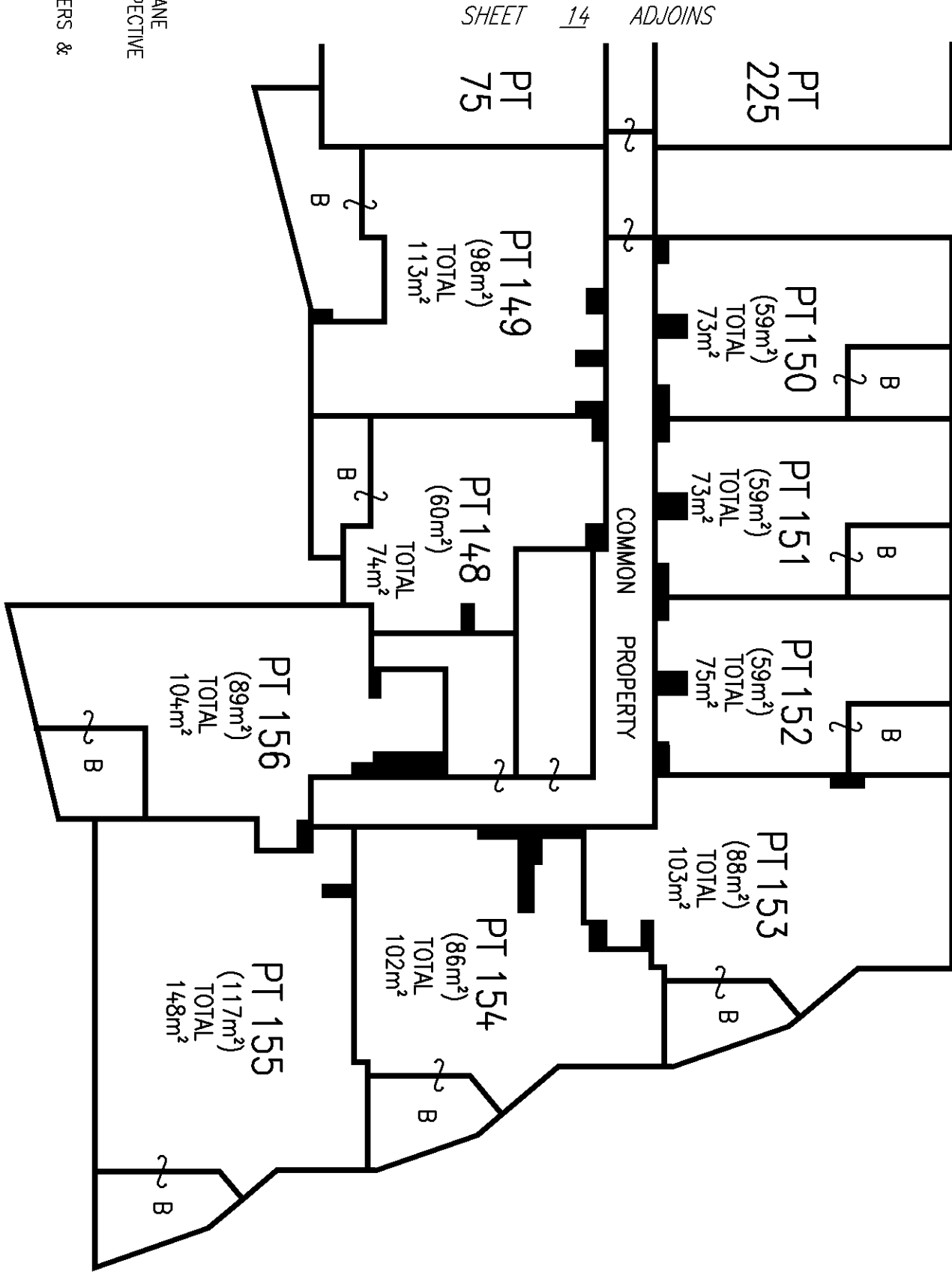
SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN	LGA:	INNER WEST	REGISTERED	
Name: ADAM RICHARDSON	DP 1230265	Locality: MARRICKVILLE			
Date: 29/04/2019		Reduction Ratio: 1:200			
Reference: 160509 SP-AR		Lengths are in metres.			



14/06/2019

SP99426

LEVEL 8
BUILDING A2



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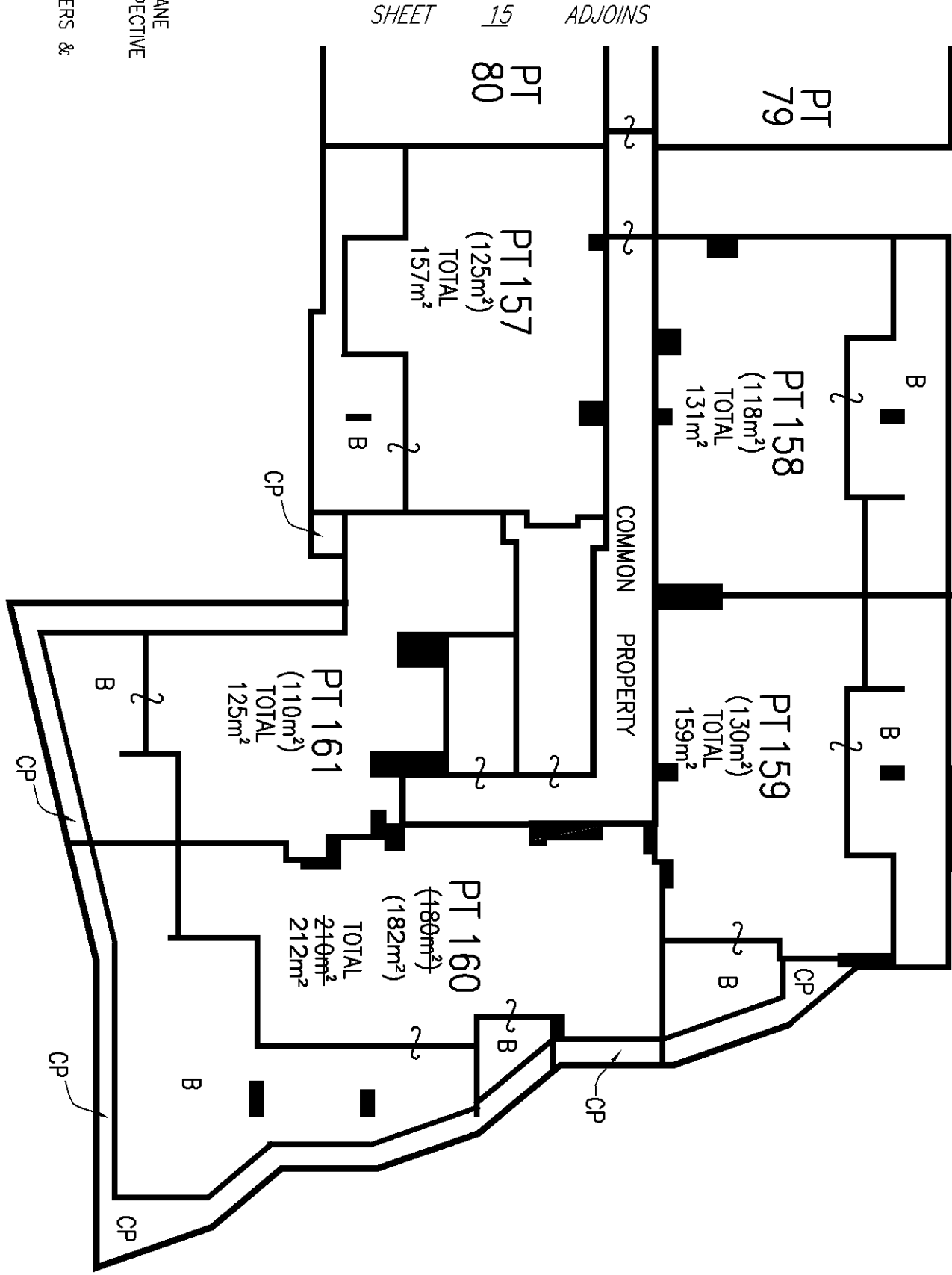
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B - DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265			LGA: INNER WEST Locality: MARRICKVILLE	REGISTERED	SP99426
Name: ADAM RICHARDSON				Reduction Ratio: 1:200	 14/06/2019	
Date: 29/04/2019				Lengths are in metres.		
Reference: 160509 SP-AR						

SP99426

LEVEL 9
BUILDING A2



THE STRATUM OF THE BALCONIES WHERE NOT COVERED BY LEVEL 10 IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

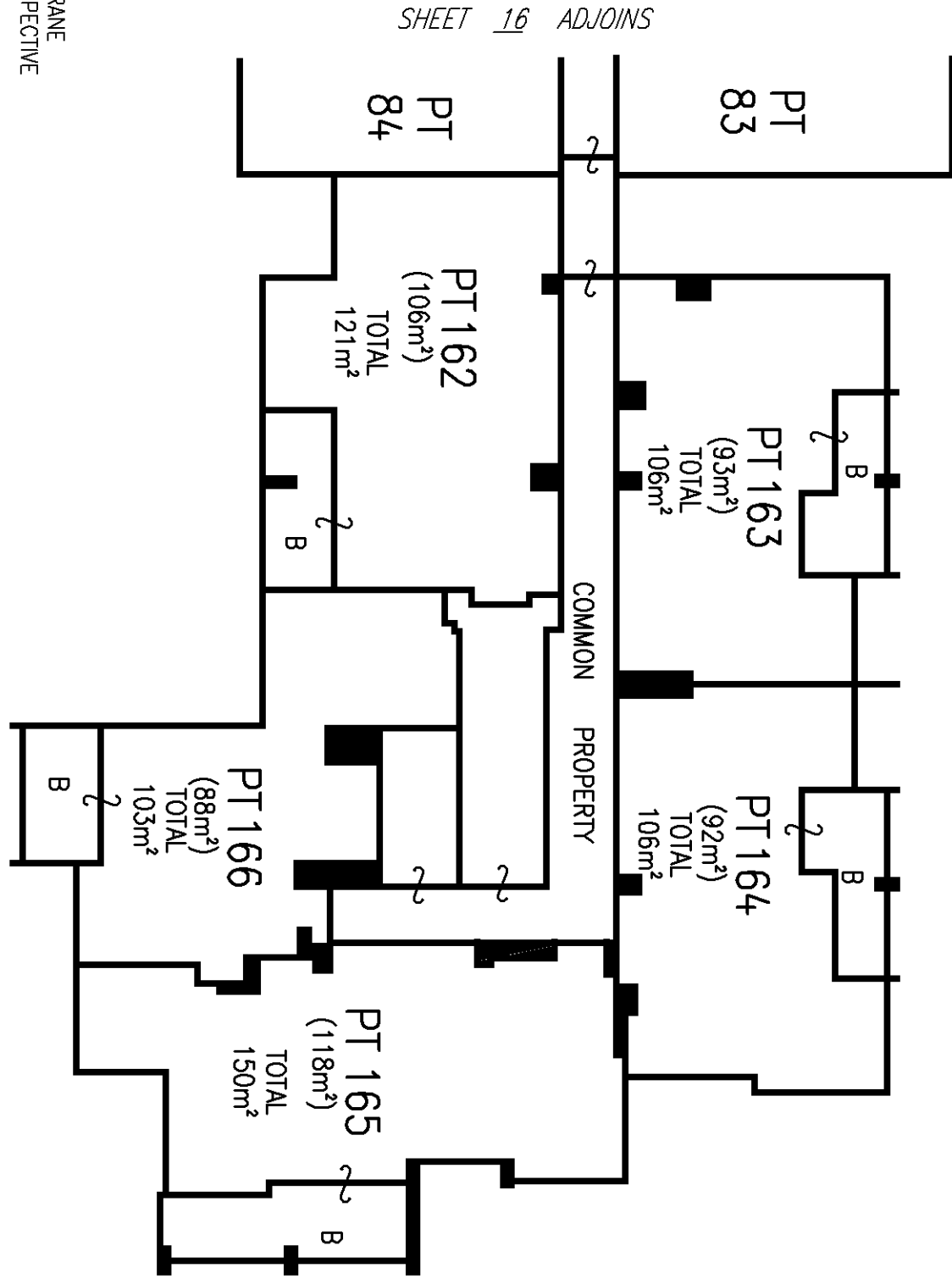
B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265			LGA: INNER WEST MARRICKVILLE	REGISTERED	
Name: ADAM RICHARDSON				Locality: MARRICKVILLE		
Date: 29/04/2019				Reduction Ratio: 1:200		
Reference: 160509 SP-AR				Lengths are in metres.		

SP99426



LEVEL 10
BUILDING A2



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265			LGA:	INNER WEST	REGISTERED	SP99426
Name:	ADAM RICHARDSON			Locality:	MARRICKVILLE		
Date:	29/04/2019			Reduction Ratio:	1:200		
Reference:	160509 SP-AR			Lengths are in metres.			

SP99426

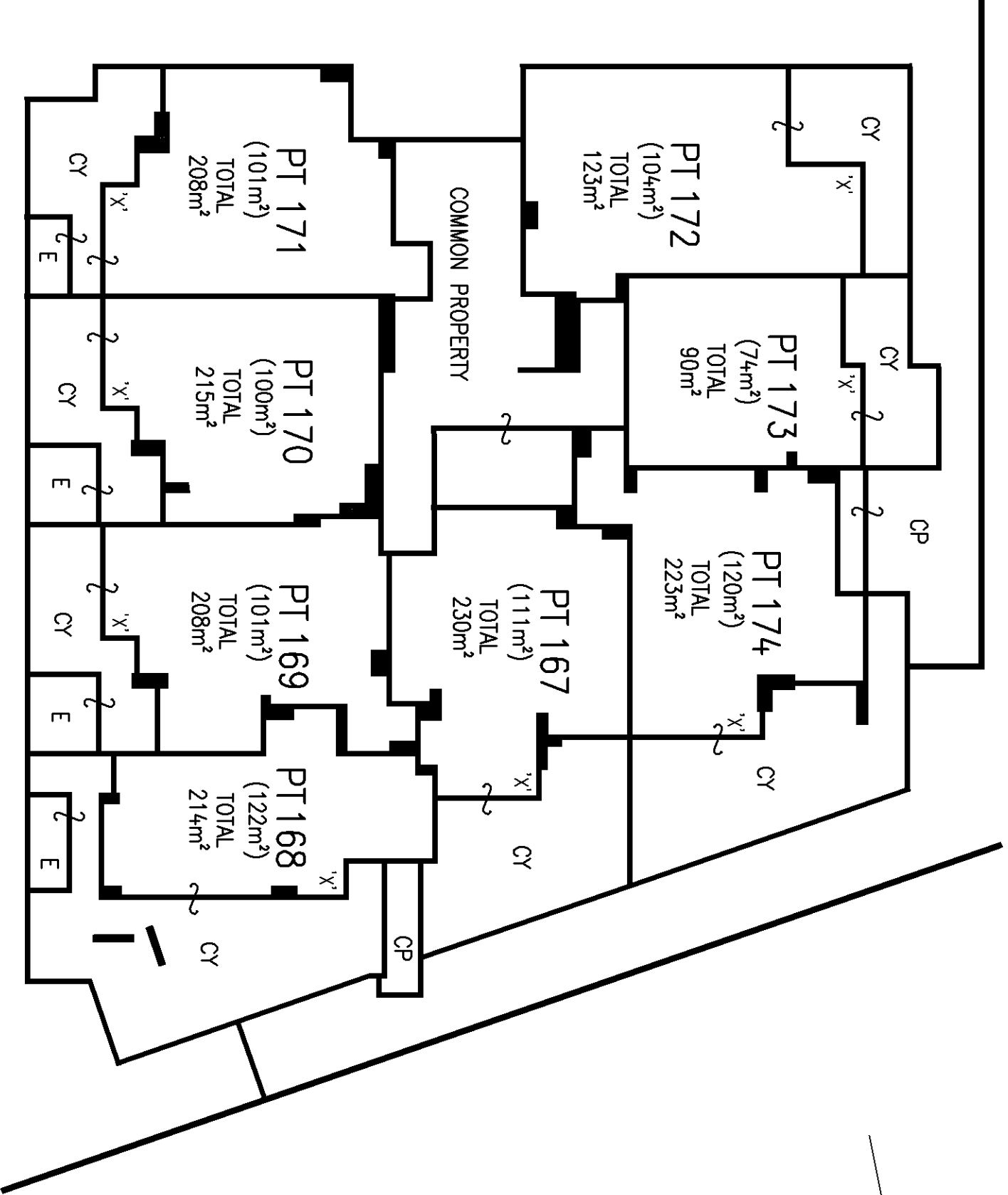
GROUND LEVEL
BUILDING B

- 'X' DENOTES THE POSITION OF THE UPPER SURFACE OF THE FLOOR OF THE UNIT USED TO SET THE STRATUM LIMITS OF THE ADJOINING COURTYARDS.
- THE STRATUM OF THE COURTYARDS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THE MEMBRANE COATED CONCRETE FLOOR. WHERE NO STRUCTURAL BASE EXISTS, THE STRATUM OF THAT PART OF THE COURTYARD IS LIMITED IN DEPTH TO 2 METRES BELOW THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.
- THE STRATUM OF THE ENTRANCES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR MEMBRANE COATED CONCRETE FLOORS & STAIRS. WHERE NO STRUCTURAL BASE EXISTS, THAT PART OF THE ENTRANCE IS LIMITED IN DEPTH TO 3 METRES BELOW THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.
- THE STRATUM OF THE COURTYARDS OF LOTS 167, 168, 169, 170, 171 & 174 WHERE NOT COVERED BY LEVEL 1, IS LIMITED IN HEIGHT TO 5.5 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.
- THE STRATUM OF THE COURTYARD OF LOTS 172 & 173 WHERE NOT COVERED BY LEVEL 1 IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.
- THE STRATUM OF THE ENTRANCES IS LIMITED IN HEIGHT TO 5.5 METERS ABOVE THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

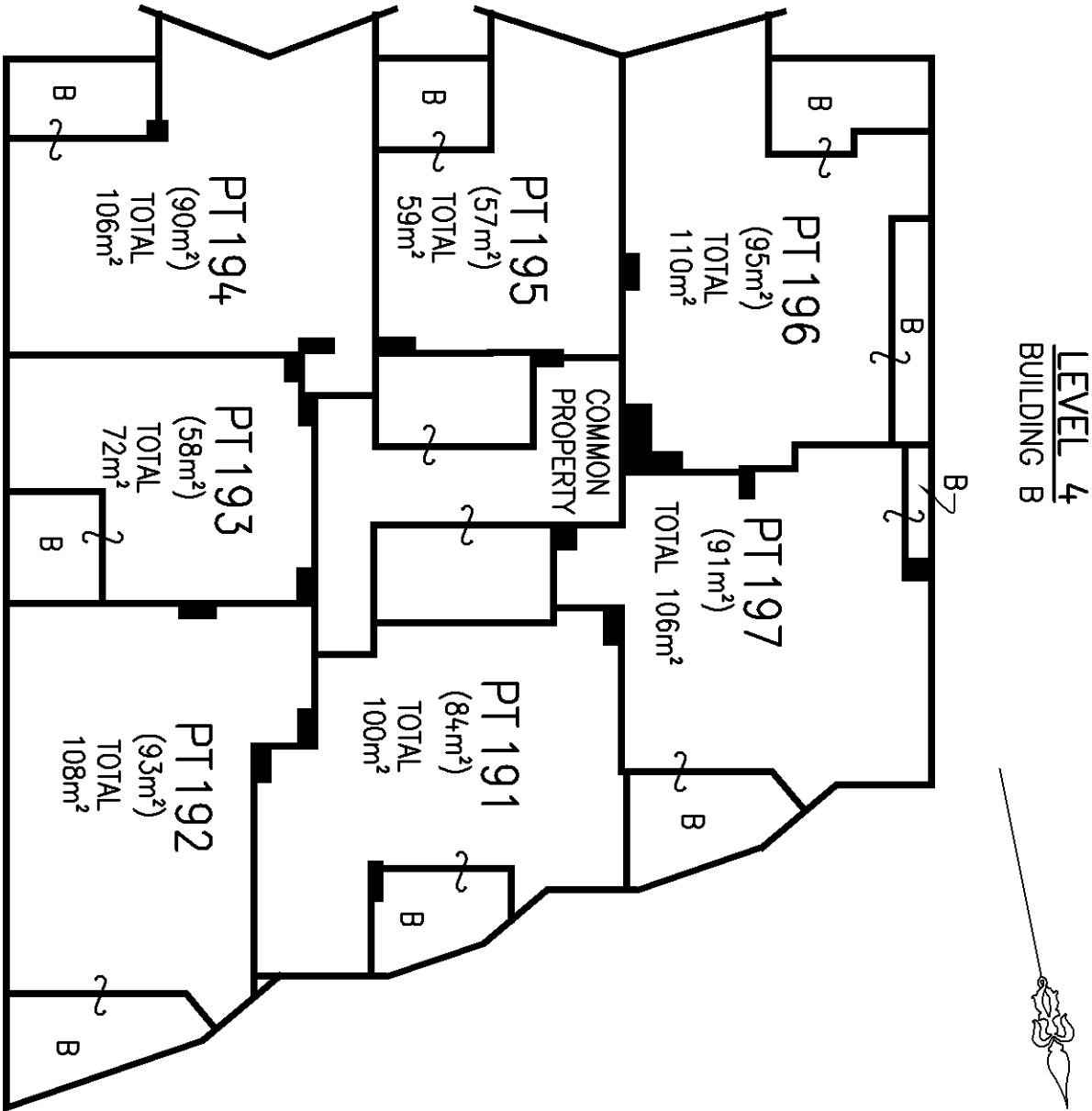
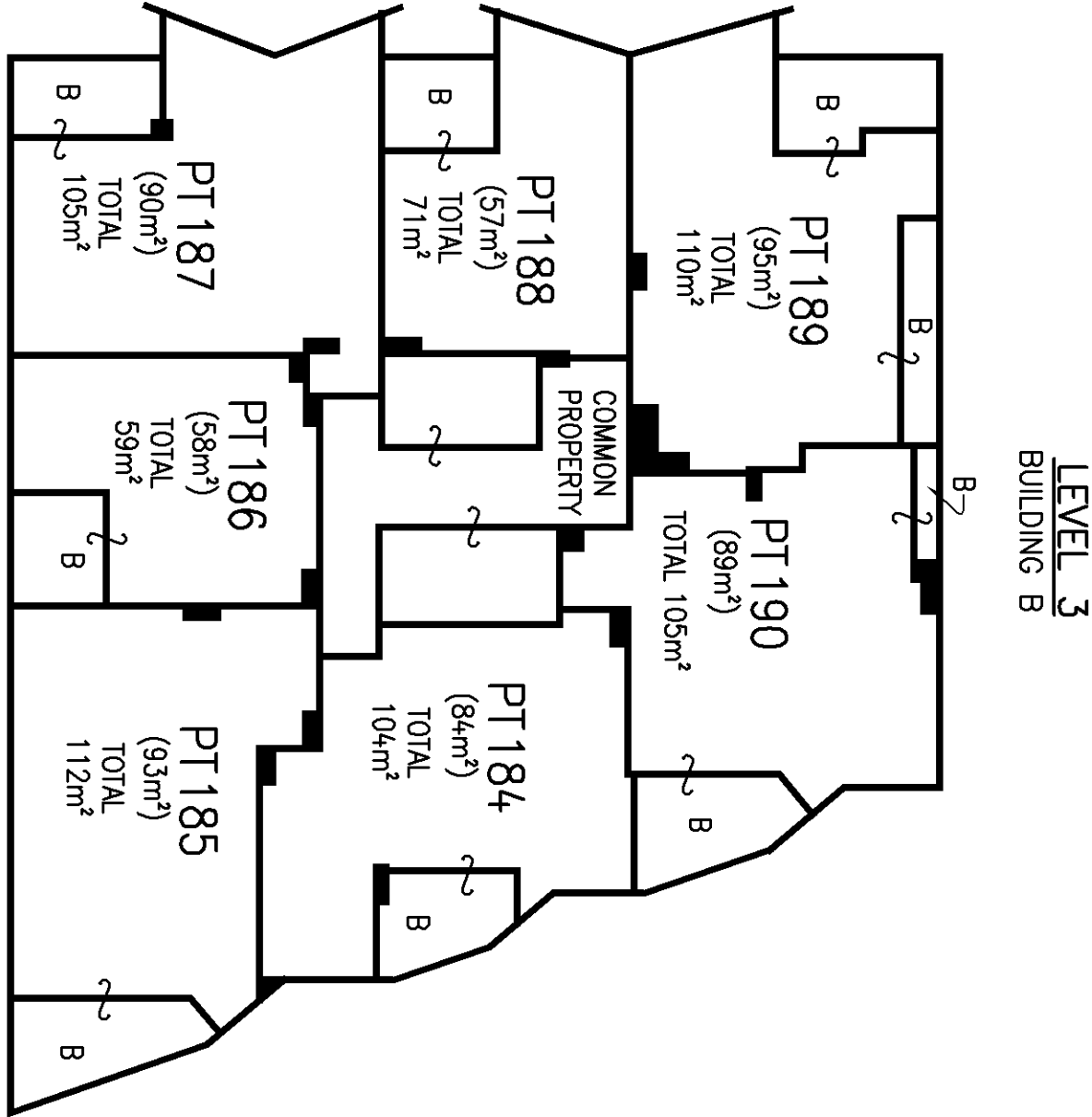
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.



CP - DENOTES COMMON PROPERTY
CY - DENOTES COURTYARD
E - DENOTES ENTRANCE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265	LGA: INNER WEST MARRICKVILLE	REGISTERED	
Name: ADAM RICHARDSON		Locality: MARRICKVILLE		
Date: 29/04/2019		Reduction Ratio: 1:200		
Reference: 160509 SP-AR		Lengths are in metres.		

SP99426

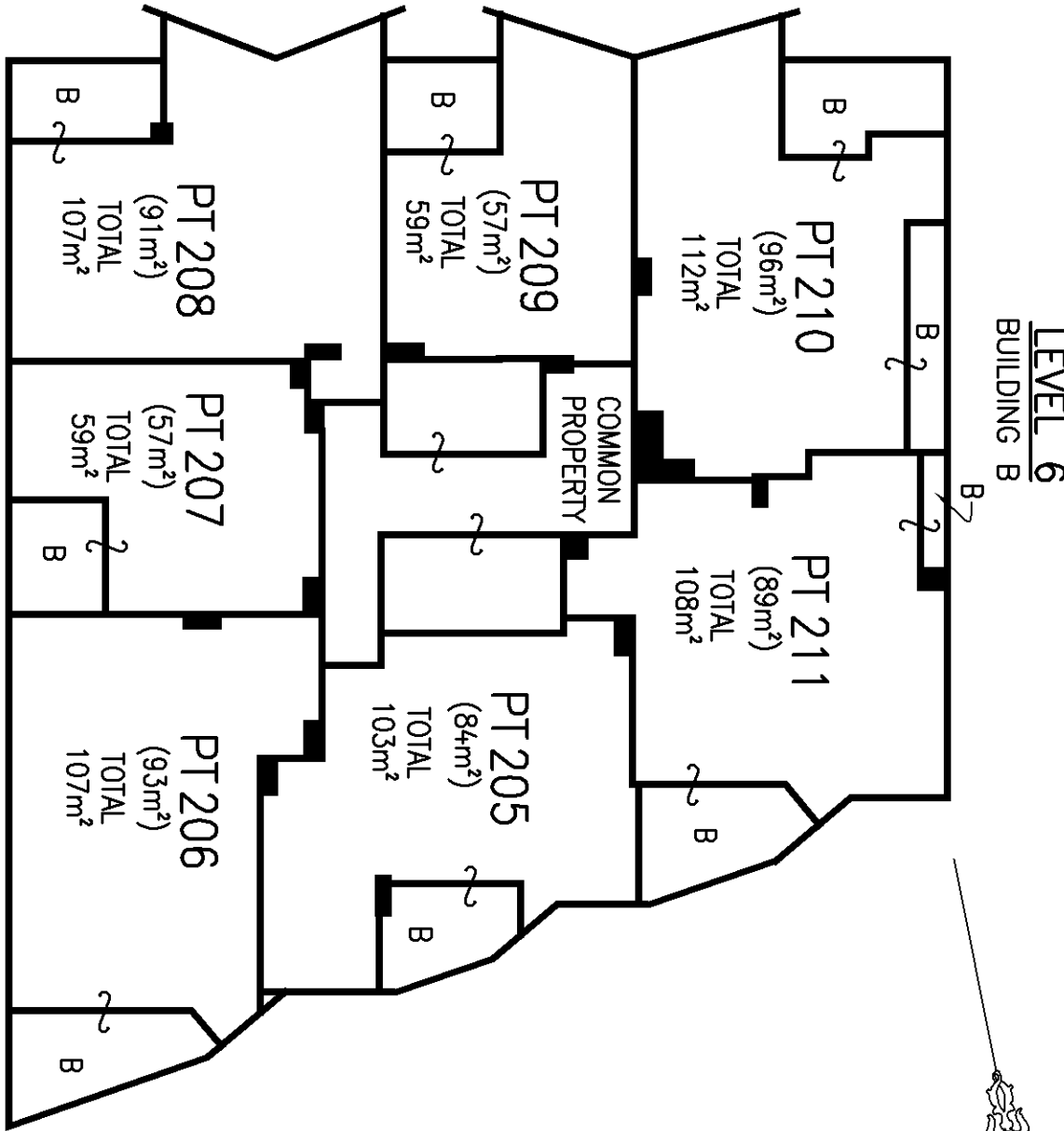
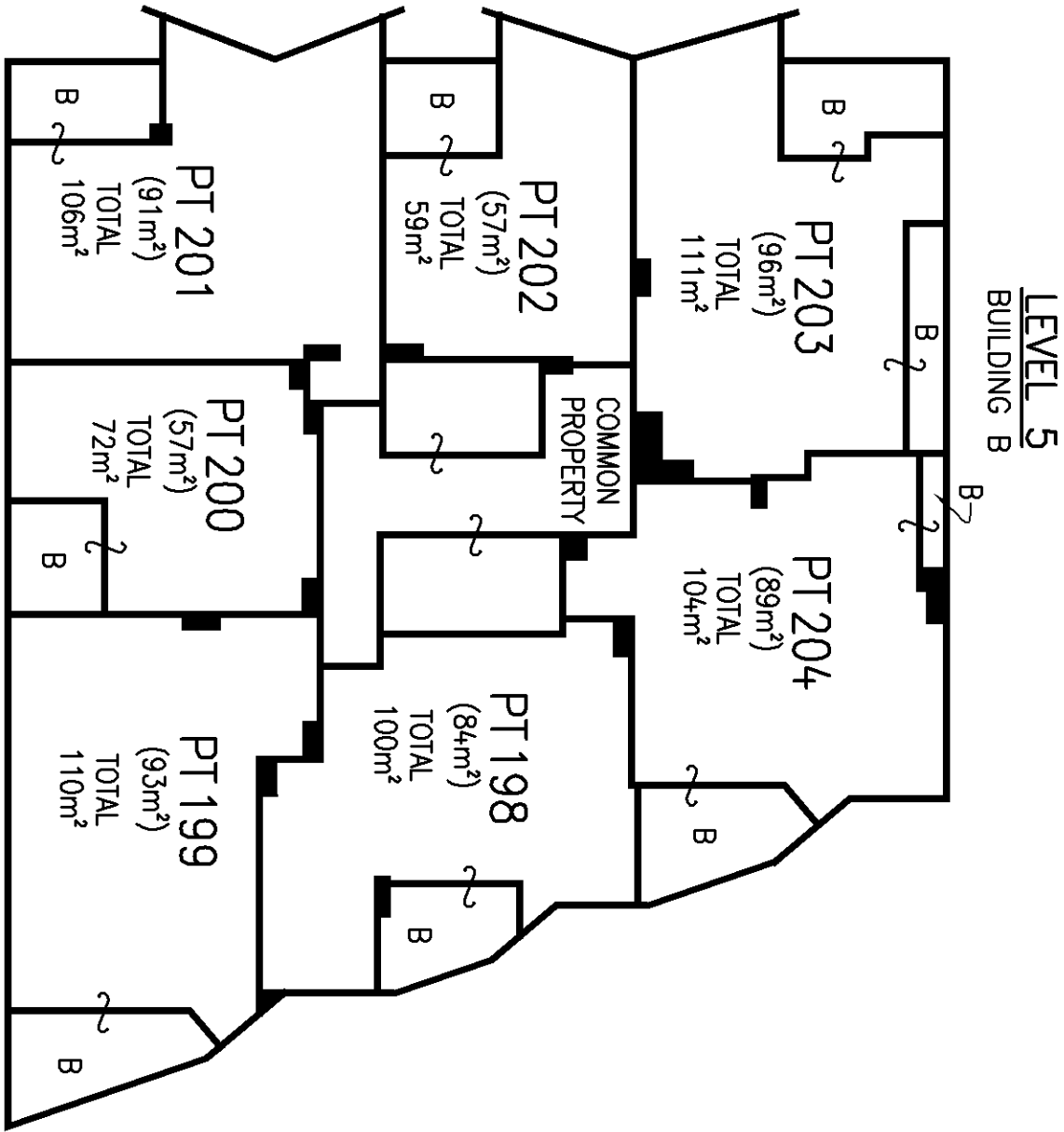


- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265			LGA: INNER WEST MARRICKVILLE	REGISTERED	SP99426
Name: ADAM RICHARDSON				Locality: MARRICKVILLE		
Date: 29/04/2019				Reduction Ratio: 1:200		
Reference: 160509 SP-AR				Lengths are in metres.	14/06/2019	



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

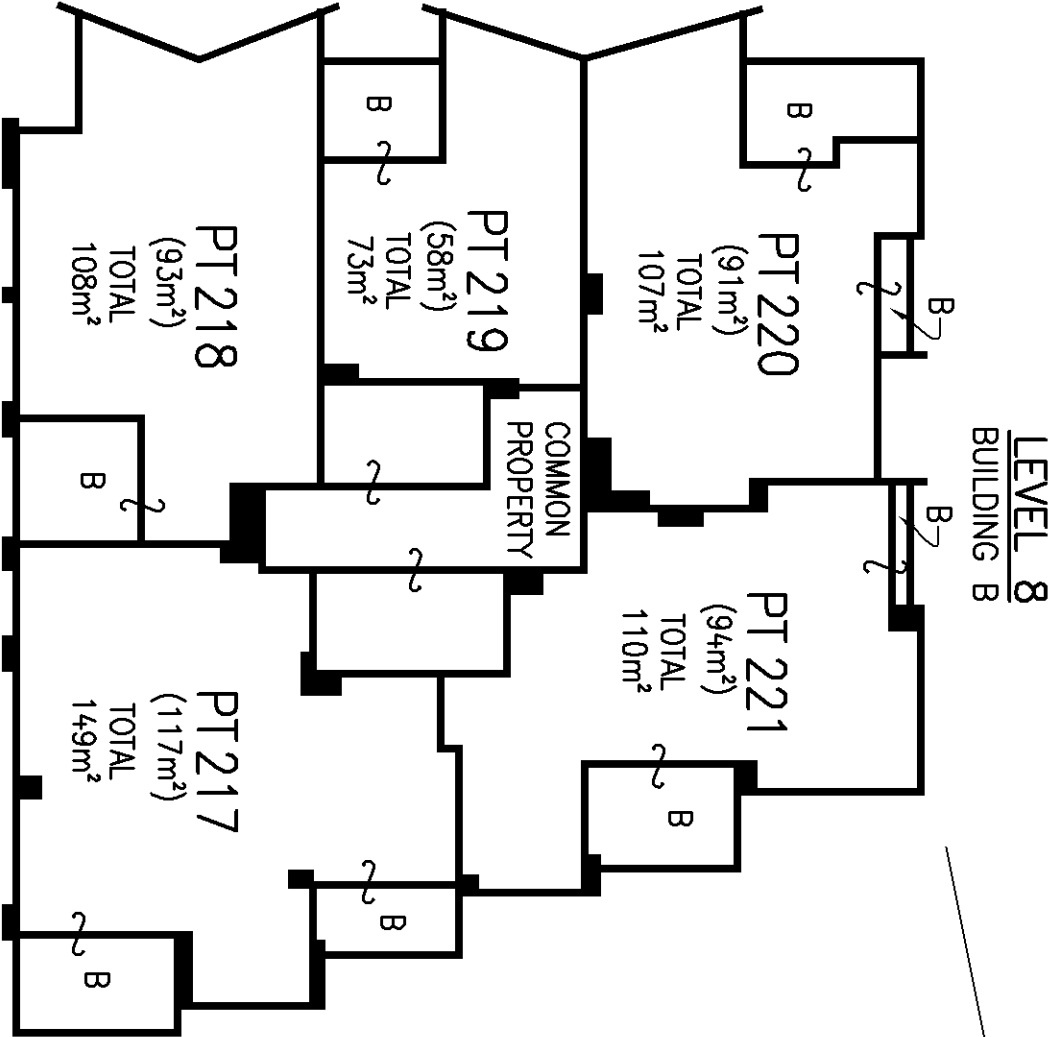
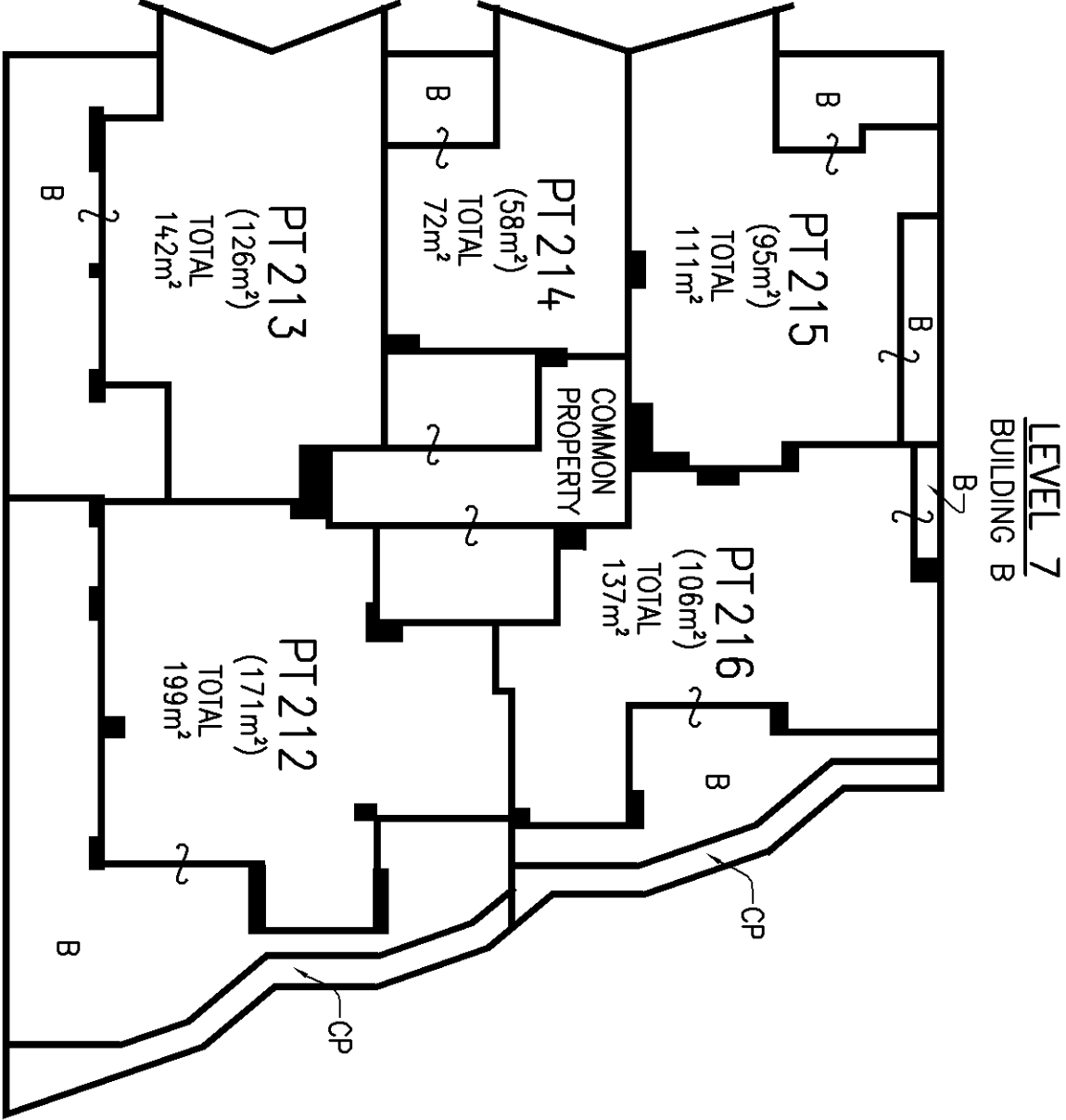
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265			LGA: INNER WEST Locality: MARRICKVILLE	REGISTERED	
Name: ADAM RICHARDSON				Reduction Ratio: 1:200		14/06/2019
Date: 29/04/2019						
Reference: 160509 SP-AR				Lengths are in metres.	SP99426	

SP99426



- THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FINISHES PLACED ABOVE THE MEMBRANE SUCH AS TILES FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.
- ALL SCREENING DEVICES SUCH AS SHUTTERS & LOUVRES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

– THE STRATUM OF THE BALCONES WHERE NOT COVERED BY LEVEL 8, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

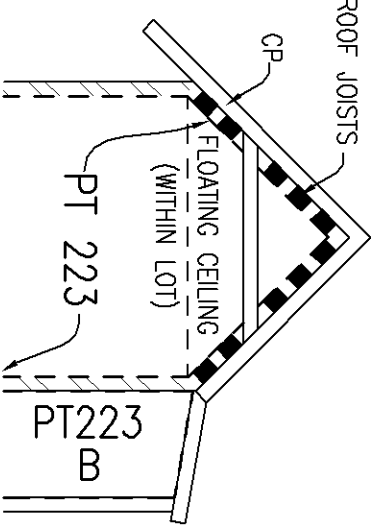
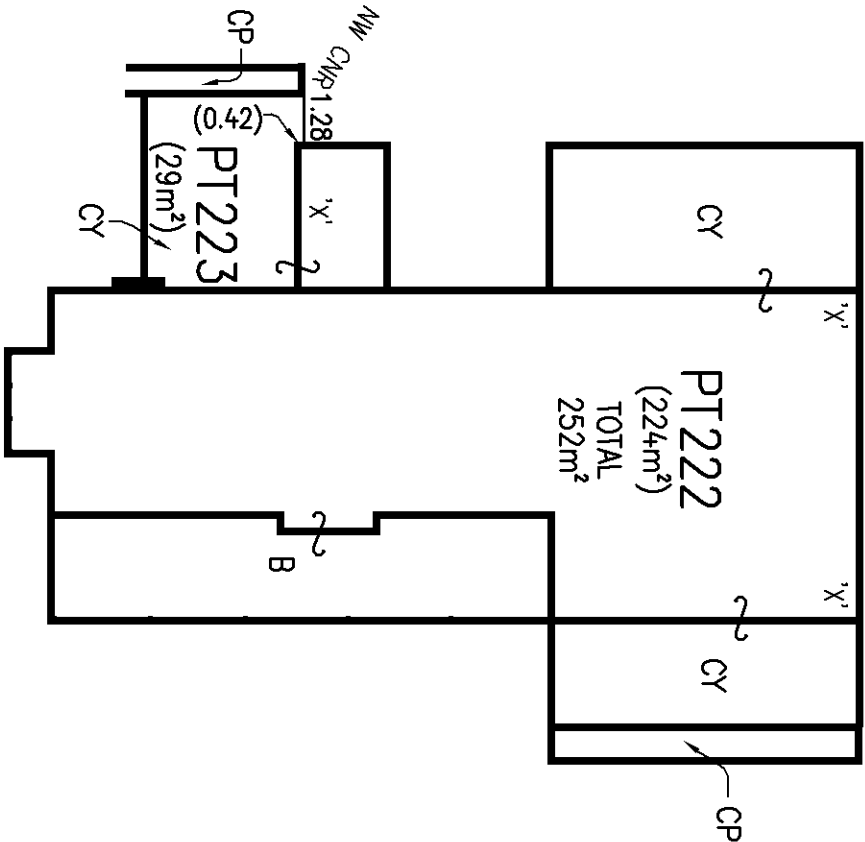
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

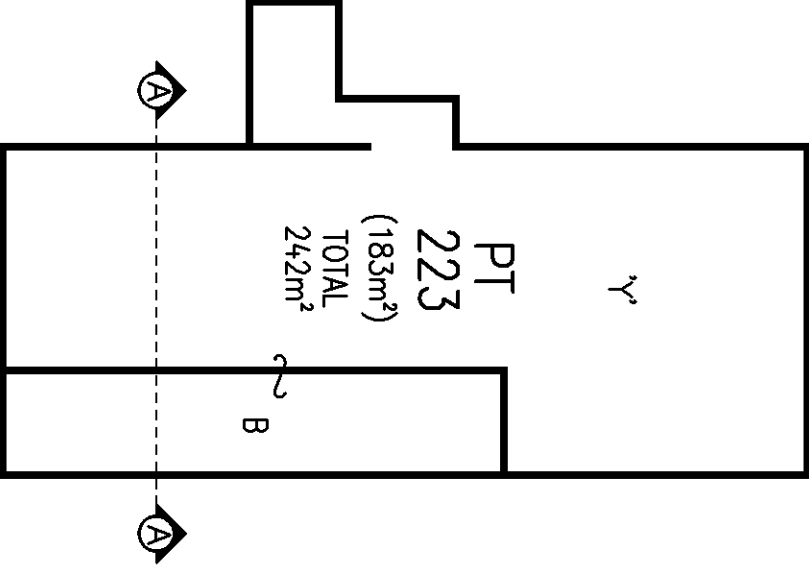
B – DENOTES BALCONY
CP – DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265		
Name:	ADAM RICHARDSON	LGA:	INNER WEST
Date:	29/04/2019	Locality:	MARRICKVILLE
Reference:	160509 SP-AR	Reduction Ratio:	1:200
		Lengths are in metres.	
		REGISTERED	
		14/06/2019	
			SP99426

GROUND LEVEL
BUILDING C
(LILYDALE HOUSE)



LEVEL 1
BUILDING C
(LILYDALE HOUSE)



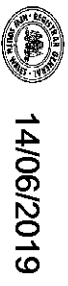
- 'X' DENOTES THE POSITION OF THE UPPER SURFACE OF THE FLOOR OF THE UNIT USED TO SET THE STRATUM LIMITS OF THE ADJOINING COURTYARDS.
- THE STRATUM OF THE COURTYARDS WHERE NO STRUCTURAL BASE EXISTS, IS LIMITED IN DEPTH TO 2 METRES BELOW THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.
- THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR.
- ALL TILES AND PAVING WITHIN THE COURTYARDS FORM PART OF THAT LOT AND IS NOT COMMON PROPERTY.

- THE LOT BOUNDARY OF THE LEVEL 1 COMPONENT OF LOT 223 DENOTED 'Y' EXTENDS TO THE UNDERSIDE OF THE ROOF JOISTS FIXED TO THE TRUSSES FORMING A PITCHED ROOF AS DESCRIBED GENERALLY IN SECTION AA.
- THE FLOATING CEILING AND PRESSED METAL CEILING ON LEVEL 1 FORM PART OF THE LOT AND ARE NOT COMMON PROPERTY.

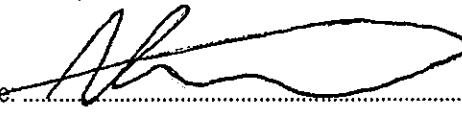
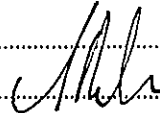
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

NW CNR - DENOTES NORTH WEST CORNER
B - DENOTES COVERED BALCONY
CP - DENOTES COMMON PROPERTY
CY - DENOTES COURTYARD

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265	LGA: INNER WEST MARRICKVILLE	REGISTERED	
Name: ADAM RICHARDSON		Locality: MARRICKVILLE		
Date: 29/04/2019		Reduction Ratio: 1:200		
Reference: 160509 SP-AR		Lengths are in metres.		



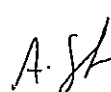
SP99426

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 1 sheet(s)	
Office Use Only		Office Use Only		Office Use Only	
Registered:  14/06/2019		SP99426			
PLAN OF SUBDIVISION OF LOT 2 IN DP 1230265		LGA: INNER WEST Locality: MARRICKVILLE Parish: PETERSHAM County: CUMBERLAND			
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents No. 178-180 LIVINGSTONE ROAD MARRACKVILLE NSW 2204 Provide an Australian address including a postcode		The by-laws adopted for the scheme are: ~~* Model By-laws for residential schemes together with:~~ Keeping of animals: Option *A/B Smoke penetration: Option *A/B ~~(see Schedule 3 Strata Schemes Management Regulation 2016)~~ * The strata by-laws lodged with the plan			
Surveyor's Certificate I, <u>ADAM RICHARDSON</u> of <u>Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: ~~*(a) a public space~~ *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ <u>DP 1230265</u> Signature:  Date: <u>29/04/2019</u> Surveyor ID: <u>8747</u> Surveyor's Reference: <u>160509 SP IM AR</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Strata Certificate (Accredited Certifier) I, <u>ANTHONY ALLEN</u> being an Accredited Certifier, accreditation number <u>BB00004</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . ~~*(a) This plan is part of a development scheme~~ *(b) The building encroaches on a public space and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with ~~section 63 Strata Schemes Development Act 2015~~ . Certificate Reference: <u>167/2019</u> Relevant Planning Approval No. <u>DA201900029</u> Issued by: <u>INNER WEST COUNCIL</u> Signature:  Date: <u>9/5/19</u> ^ Insert lot numbers of proposed utility lots.			
* Strike through if inapplicable					

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 12sheet(s)
Office Use Only		Office Use Only
Registered:  14/06/2019	SP99426	

Valuer's Certificate

I, Anthony Serratore..... being a qualified valuer, as defined in the *Strata Scheme Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*.

Signature:  Date: 08/05/2019.....

SCHEDULE OF UNIT ENTITLEMENT											
LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE
1	43	27	44	53	45	79	57	105	28	131	46
2	43	28	43	54	30	80	48	106	28	132	33
3	55	29	47	55	30	81	47	107	28	133	30
4	28	30	46	56	30	82	54	108	48	134	30
5	31	31	44	57	46	83	54	109	48	135	49
6	28	32	44	58	45	84	70	110	59	136	49
7	41	33	44	59	48	85	73	111	36	137	64
8	41	34	29	60	47	86	79	112	29	138	46
9	46	35	29	61	45	87	78	113	45	139	33
10	45	36	29	62	46	88	74	114	29	140	47
11	43	37	45	63	33	89	33	115	29	141	33
12	43	38	44	64	30	90	31	116	29	142	33
13	43	39	48	65	30	91	48	117	48	143	33
14	28	40	46	66	46	92	51	118	48	144	50
15	28	41	44	67	45	93	44	119	63	145	50
16	28	42	45	68	49	94	28	120	45	146	64
17	44	43	44	69	48	95	25	121	29	147	37
18	43	44	23	70	36	96	28	122	46	148	34
19	47	45	29	71	46	97	28	123	29	149	48
20	45	46	29	72	31	98	28	124	29	150	34
21	43	47	45	73	31	99	50	125	29	151	34
22	44	48	44	74	31	100	50	126	49	152	34
23	43	49	48	75	47	101	65	127	49	153	50
24	28	50	46	76	46	102	44	128	64	154	50
25	28	51	45	77	68	103	28	129	36	155	65
26	28	52	45	78	59	104	45	130	30	156	47

Surveyors Reference: 160509 SP-AR

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 12 sheet(s)
 Registered: 14/06/2019 SP99426		Office Use Only

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

SCHEDULE OF UNIT ENTITLEMENT											
LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE
157	58	169	77	181	22	193	32	205	49	217	68
158	57	170	78	182	43	194	46	206	50	218	53
159	61	171	76	183	50	195	29	207	30	219	34
160	75	172	44	184	48	196	44	208	46	220	47
161	55	173	24	185	49	197	48	209	30	221	54
162	57	174	80	186	28	198	49	210	45	222	86
163	54	175	43	187	45	199	50	211	49	223	85
164	54	176	28	188	32	200	33	212	73	224	30
165	70	177	50	189	44	201	46	213	56	225	34
166	53	178	51	190	48	202	29	214	33		
167	75	179	28	191	48	203	45	215	46		
168	72	180	43	192	49	204	49	216	56		
									AGGREGATE		10000

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, IT IS INTENDED TO CREATE:

1. EASEMENT TO ACCESS AND USE CAR SHARE PARKING SPACES VARIABLE WIDTH (N)
2. RESTRICTION ON THE USE OF LAND.
3. RESTRICTION ON THE USE OF LAND.
4. RESTRICTION ON THE USE OF LAND.

Surveyors Reference: 160509 SP-AR

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 12 sheet(s)																																																																																																																																																																																																
Office Use Only Office Use Only Registered: 14/06/2019 SP99426																																																																																																																																																																																																		
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<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width:10%;">LOT</th> <th style="width:15%;">SUB ADDRESS NUMBER</th> <th style="width:15%;">ADDRESS NUMBER</th> <th style="width:20%;">STREET NAME</th> <th style="width:15%;">STREET TYPE</th> <th style="width:25%;">LOCALITY</th> </tr> </thead> <tbody> <tr> <td>COMMON PROPERTY</td> <td>—</td> <td>178 – 180</td> <td>LIVINGSTONE</td> <td>ROAD</td> <td>MARRICKVILLE</td> </tr> <tr><td>1</td><td>101</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>2</td><td>102</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>3</td><td>103</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>4</td><td>105</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>5</td><td>106</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>6</td><td>107</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>7</td><td>108</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>8</td><td>109</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>9</td><td>201</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>10</td><td>202</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>11</td><td>203</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>12</td><td>205</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>13</td><td>206</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>14</td><td>207</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>15</td><td>208</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>16</td><td>209</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>17</td><td>210</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>18</td><td>211</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>19</td><td>301</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>20</td><td>302</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>21</td><td>303</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>22</td><td>305</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>23</td><td>306</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>24</td><td>307</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>25</td><td>308</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>26</td><td>309</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>27</td><td>310</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>28</td><td>311</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>29</td><td>401</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> <tr><td>30</td><td>402</td><td>180</td><td>LIVINGSTONE</td><td>ROAD</td><td>MARRICKVILLE</td></tr> </tbody> </table>			LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY	COMMON PROPERTY	—	178 – 180	LIVINGSTONE	ROAD	MARRICKVILLE	1	101	180	LIVINGSTONE	ROAD	MARRICKVILLE	2	102	180	LIVINGSTONE	ROAD	MARRICKVILLE	3	103	180	LIVINGSTONE	ROAD	MARRICKVILLE	4	105	180	LIVINGSTONE	ROAD	MARRICKVILLE	5	106	180	LIVINGSTONE	ROAD	MARRICKVILLE	6	107	180	LIVINGSTONE	ROAD	MARRICKVILLE	7	108	180	LIVINGSTONE	ROAD	MARRICKVILLE	8	109	180	LIVINGSTONE	ROAD	MARRICKVILLE	9	201	180	LIVINGSTONE	ROAD	MARRICKVILLE	10	202	180	LIVINGSTONE	ROAD	MARRICKVILLE	11	203	180	LIVINGSTONE	ROAD	MARRICKVILLE	12	205	180	LIVINGSTONE	ROAD	MARRICKVILLE	13	206	180	LIVINGSTONE	ROAD	MARRICKVILLE	14	207	180	LIVINGSTONE	ROAD	MARRICKVILLE	15	208	180	LIVINGSTONE	ROAD	MARRICKVILLE	16	209	180	LIVINGSTONE	ROAD	MARRICKVILLE	17	210	180	LIVINGSTONE	ROAD	MARRICKVILLE	18	211	180	LIVINGSTONE	ROAD	MARRICKVILLE	19	301	180	LIVINGSTONE	ROAD	MARRICKVILLE	20	302	180	LIVINGSTONE	ROAD	MARRICKVILLE	21	303	180	LIVINGSTONE	ROAD	MARRICKVILLE	22	305	180	LIVINGSTONE	ROAD	MARRICKVILLE	23	306	180	LIVINGSTONE	ROAD	MARRICKVILLE	24	307	180	LIVINGSTONE	ROAD	MARRICKVILLE	25	308	180	LIVINGSTONE	ROAD	MARRICKVILLE	26	309	180	LIVINGSTONE	ROAD	MARRICKVILLE	27	310	180	LIVINGSTONE	ROAD	MARRICKVILLE	28	311	180	LIVINGSTONE	ROAD	MARRICKVILLE	29	401	180	LIVINGSTONE	ROAD	MARRICKVILLE	30	402	180	LIVINGSTONE	ROAD	MARRICKVILLE
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 12 sheet(s)
Registered:  14/06/2019 SP99426		Office Use Only

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LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
31	403	180	LIVINGSTONE	ROAD	MARRICKVILLE
32	405	180	LIVINGSTONE	ROAD	MARRICKVILLE
33	406	180	LIVINGSTONE	ROAD	MARRICKVILLE
34	407	180	LIVINGSTONE	ROAD	MARRICKVILLE
35	408	180	LIVINGSTONE	ROAD	MARRICKVILLE
36	409	180	LIVINGSTONE	ROAD	MARRICKVILLE
37	410	180	LIVINGSTONE	ROAD	MARRICKVILLE
38	411	180	LIVINGSTONE	ROAD	MARRICKVILLE
39	501	180	LIVINGSTONE	ROAD	MARRICKVILLE
40	502	180	LIVINGSTONE	ROAD	MARRICKVILLE
41	503	180	LIVINGSTONE	ROAD	MARRICKVILLE
42	505	180	LIVINGSTONE	ROAD	MARRICKVILLE
43	506	180	LIVINGSTONE	ROAD	MARRICKVILLE
44	507	180	LIVINGSTONE	ROAD	MARRICKVILLE
45	508	180	LIVINGSTONE	ROAD	MARRICKVILLE
46	509	180	LIVINGSTONE	ROAD	MARRICKVILLE
47	510	180	LIVINGSTONE	ROAD	MARRICKVILLE
48	511	180	LIVINGSTONE	ROAD	MARRICKVILLE
49	601	180	LIVINGSTONE	ROAD	MARRICKVILLE
50	602	180	LIVINGSTONE	ROAD	MARRICKVILLE
51	603	180	LIVINGSTONE	ROAD	MARRICKVILLE
52	605	180	LIVINGSTONE	ROAD	MARRICKVILLE
53	606	180	LIVINGSTONE	ROAD	MARRICKVILLE
54	607	180	LIVINGSTONE	ROAD	MARRICKVILLE
55	608	180	LIVINGSTONE	ROAD	MARRICKVILLE
56	609	180	LIVINGSTONE	ROAD	MARRICKVILLE
57	610	180	LIVINGSTONE	ROAD	MARRICKVILLE
58	611	180	LIVINGSTONE	ROAD	MARRICKVILLE
59	701	180	LIVINGSTONE	ROAD	MARRICKVILLE
60	702	180	LIVINGSTONE	ROAD	MARRICKVILLE
61	703	180	LIVINGSTONE	ROAD	MARRICKVILLE

Surveyors Reference: 160509 SP-AR

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 12 sheet(s)
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LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
62	705	180	LIVINGSTONE	ROAD	MARRICKVILLE
63	706	180	LIVINGSTONE	ROAD	MARRICKVILLE
64	707	180	LIVINGSTONE	ROAD	MARRICKVILLE
65	708	180	LIVINGSTONE	ROAD	MARRICKVILLE
66	710	180	LIVINGSTONE	ROAD	MARRICKVILLE
67	711	180	LIVINGSTONE	ROAD	MARRICKVILLE
68	801	180	LIVINGSTONE	ROAD	MARRICKVILLE
69	802	180	LIVINGSTONE	ROAD	MARRICKVILLE
70	803	180	LIVINGSTONE	ROAD	MARRICKVILLE
71	805	180	LIVINGSTONE	ROAD	MARRICKVILLE
72	806	180	LIVINGSTONE	ROAD	MARRICKVILLE
73	807	180	LIVINGSTONE	ROAD	MARRICKVILLE
74	808	180	LIVINGSTONE	ROAD	MARRICKVILLE
75	810	180	LIVINGSTONE	ROAD	MARRICKVILLE
76	811	180	LIVINGSTONE	ROAD	MARRICKVILLE
77	901	180	LIVINGSTONE	ROAD	MARRICKVILLE
78	902	180	LIVINGSTONE	ROAD	MARRICKVILLE
79	903	180	LIVINGSTONE	ROAD	MARRICKVILLE
80	905	180	LIVINGSTONE	ROAD	MARRICKVILLE
81	906	180	LIVINGSTONE	ROAD	MARRICKVILLE
82	1001	180	LIVINGSTONE	ROAD	MARRICKVILLE
83	1002	180	LIVINGSTONE	ROAD	MARRICKVILLE
84	1003	180	LIVINGSTONE	ROAD	MARRICKVILLE
85	G01	178	LIVINGSTONE	ROAD	MARRICKVILLE
86	G02	178	LIVINGSTONE	ROAD	MARRICKVILLE
87	G03	178	LIVINGSTONE	ROAD	MARRICKVILLE
88	G05	178	LIVINGSTONE	ROAD	MARRICKVILLE
89	101	178	LIVINGSTONE	ROAD	MARRICKVILLE
90	102	178	LIVINGSTONE	ROAD	MARRICKVILLE
91	-	176	LIVINGSTONE	ROAD	MARRICKVILLE
92	-	174	LIVINGSTONE	ROAD	MARRICKVILLE

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LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
93	103	178	LIVINGSTONE	ROAD	MARRICKVILLE
94	201	178	LIVINGSTONE	ROAD	MARRICKVILLE
95	202	178	LIVINGSTONE	ROAD	MARRICKVILLE
96	203	178	LIVINGSTONE	ROAD	MARRICKVILLE
97	205	178	LIVINGSTONE	ROAD	MARRICKVILLE
98	206	178	LIVINGSTONE	ROAD	MARRICKVILLE
99	207	178	LIVINGSTONE	ROAD	MARRICKVILLE
100	208	178	LIVINGSTONE	ROAD	MARRICKVILLE
101	209	178	LIVINGSTONE	ROAD	MARRICKVILLE
102	210	178	LIVINGSTONE	ROAD	MARRICKVILLE
103	301	178	LIVINGSTONE	ROAD	MARRICKVILLE
104	302	178	LIVINGSTONE	ROAD	MARRICKVILLE
105	303	178	LIVINGSTONE	ROAD	MARRICKVILLE
106	305	178	LIVINGSTONE	ROAD	MARRICKVILLE
107	306	178	LIVINGSTONE	ROAD	MARRICKVILLE
108	307	178	LIVINGSTONE	ROAD	MARRICKVILLE
109	308	178	LIVINGSTONE	ROAD	MARRICKVILLE
110	309	178	LIVINGSTONE	ROAD	MARRICKVILLE
111	310	178	LIVINGSTONE	ROAD	MARRICKVILLE
112	401	178	LIVINGSTONE	ROAD	MARRICKVILLE
113	402	178	LIVINGSTONE	ROAD	MARRICKVILLE
114	403	178	LIVINGSTONE	ROAD	MARRICKVILLE
115	405	178	LIVINGSTONE	ROAD	MARRICKVILLE
116	406	178	LIVINGSTONE	ROAD	MARRICKVILLE
117	407	178	LIVINGSTONE	ROAD	MARRICKVILLE
118	408	178	LIVINGSTONE	ROAD	MARRICKVILLE
119	409	178	LIVINGSTONE	ROAD	MARRICKVILLE
120	410	178	LIVINGSTONE	ROAD	MARRICKVILLE
121	501	178	LIVINGSTONE	ROAD	MARRICKVILLE
122	502	178	LIVINGSTONE	ROAD	MARRICKVILLE
123	503	178	LIVINGSTONE	ROAD	MARRICKVILLE

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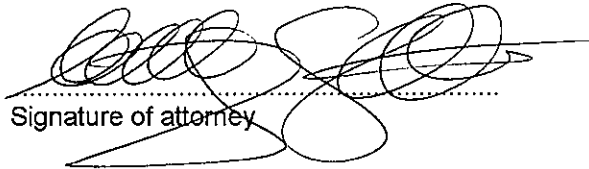
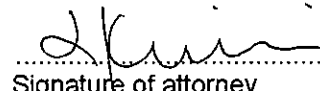
LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
124	505	178	LIVINGSTONE	ROAD	MARRICKVILLE
125	506	178	LIVINGSTONE	ROAD	MARRICKVILLE
126	507	178	LIVINGSTONE	ROAD	MARRICKVILLE
127	508	178	LIVINGSTONE	ROAD	MARRICKVILLE
128	509	178	LIVINGSTONE	ROAD	MARRICKVILLE
129	510	178	LIVINGSTONE	ROAD	MARRICKVILLE
130	601	178	LIVINGSTONE	ROAD	MARRICKVILLE
131	602	178	LIVINGSTONE	ROAD	MARRICKVILLE
132	603	178	LIVINGSTONE	ROAD	MARRICKVILLE
133	605	178	LIVINGSTONE	ROAD	MARRICKVILLE
134	606	178	LIVINGSTONE	ROAD	MARRICKVILLE
135	607	178	LIVINGSTONE	ROAD	MARRICKVILLE
136	608	178	LIVINGSTONE	ROAD	MARRICKVILLE
137	609	178	LIVINGSTONE	ROAD	MARRICKVILLE
138	610	178	LIVINGSTONE	ROAD	MARRICKVILLE
139	701	178	LIVINGSTONE	ROAD	MARRICKVILLE
140	702	178	LIVINGSTONE	ROAD	MARRICKVILLE
141	703	178	LIVINGSTONE	ROAD	MARRICKVILLE
142	705	178	LIVINGSTONE	ROAD	MARRICKVILLE
143	706	178	LIVINGSTONE	ROAD	MARRICKVILLE
144	707	178	LIVINGSTONE	ROAD	MARRICKVILLE
145	708	178	LIVINGSTONE	ROAD	MARRICKVILLE
146	709	178	LIVINGSTONE	ROAD	MARRICKVILLE
147	710	178	LIVINGSTONE	ROAD	MARRICKVILLE
148	801	178	LIVINGSTONE	ROAD	MARRICKVILLE
149	802	178	LIVINGSTONE	ROAD	MARRICKVILLE
150	803	178	LIVINGSTONE	ROAD	MARRICKVILLE
151	805	178	LIVINGSTONE	ROAD	MARRICKVILLE
152	806	178	LIVINGSTONE	ROAD	MARRICKVILLE
153	807	178	LIVINGSTONE	ROAD	MARRICKVILLE
154	808	178	LIVINGSTONE	ROAD	MARRICKVILLE

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214	703	18	LILYDALE	STREET	MARRICKVILLE																																																																																																																																																																																													
215	705	18	LILYDALE	STREET	MARRICKVILLE																																																																																																																																																																																													
216	706	18	LILYDALE	STREET	MARRICKVILLE																																																																																																																																																																																													
Surveyors Reference: 160509 SP-AR																																																																																																																																																																																																		

SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet 11 of 12 sheet(s)	
Office Use Only			Office Use Only		
Registered:  14/06/2019			SP99426		
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals - see section 22 <i>Strata Schemes Development Act 2015</i>					
LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
217	801	18	LILYDALE	STREET	MARRICKVILLE
218	802	18	LILYDALE	STREET	MARRICKVILLE
219	803	18	LILYDALE	STREET	MARRICKVILLE
220	805	18	LILYDALE	STREET	MARRICKVILLE
221	806	18	LILYDALE	STREET	MARRICKVILLE
222	601	16	LILYDALE	STREET	MARRICKVILLE
223	101	16	LILYDALE	STREET	MARRICKVILLE
224	709	180	LIVINGSTONE	ROAD	MARRICKVILLE
225	809	180	LIVINGSTONE	ROAD	MARRICKVILLE
Surveyors Reference: 160509 SP-AR					

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 12 of 12 sheet(s)
Office Use Only		Office Use Only
Registered:  14/06/2019	SP99426	
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals - see section 22 <i>Strata Schemes Development Act 2015</i>		
EXECUTION by the parties I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence. Signature of Witness Tristan Bloor Name of Witness L28 200 George Address of Witness 0401 531 119 Telephone number of the Witness Certified correct for the purposes of the real property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.  Signature of attorney Anthony Green Attorney's Name  Signature of attorney Lise He Kathryn Arici Attorney's Name Sign on behalf of: Mirvac Projects Pty Limited ACN 001 069 245 Power of attorney -Book: 4753 -No: 46		
Surveyors Reference: 160509 SP-AR		