



Contract of Sale and Section 32 Statement

Unit 201A/1 Colombo Street, Mitcham, Victoria 3132

Tick Box Property Pty Ltd
trading as Tick Box
Conveyancing Services

Phone
1300 363 165

Moonee Ponds
Suite 3, 2 Walker Street
Moonee Ponds VIC 3039

Mornington
Suite 1, 16 Blamey Place
Mornington VIC 3931

Dromana
Shop T07
217 Point Nepean Road
Dromana VIC 3936

Geelong
Suite 11
131 Ryrie Street
Geelong VIC 3220

ABN 47 159 925 658
ACN 159 925 658

Fax
1300 367 295

PO Box 3098
Strathmore VIC 3041

PO Box 2070
Mornington VIC 3931



Contract of Sale of Real Estate

Property address **Unit 201A/1 Colombo Street, Mitcham**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties -
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on / /20.....

Print names(s) of person(s) signing:

State nature of authority, if applicable:

SIGNED BY THE VENDOR:

..... on / /20.....

Print names(s) of person(s) signing: Janette Linda Moncrieff

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

Name:	O'Brien Real Estate - Blackburn		
Address:	98 South Parade, Blackburn, VIC 3130		
Email:	blackburn@obrienrealestate.com.au and anthony.molinaro@obrienrealestate.com.au		
Tel:	9894 2044	Mob: 0411 061 796	Ref: Anthony Molinaro

Vendor

Name:	Janette Linda Moncrieff
Address:	Unit 2/6 Mount Pleasant Road, Nunawading, VIC 3131

Vendor's legal practitioner or conveyancer

Name:	Tick Box Conveyancing Services		
Address:	Suite 3, 2 Walker Street, Moonee Ponds, 3039		
Email:	sylvia@tickboxconveyancing.com.au		
Tel:	1300 363 165	Fax: 1300 367 295	Ref: SA:24/13084

Purchaser

Name:	
Address:	
ABN/ACN:	

Purchaser's legal practitioner or conveyancer

Name:			
Address:			
Email:			
Tel:		Fax:	Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	11385	Folio	677
		201A	PS632398R

Property address

The address of the land is: Unit 201A/1 Colombo Street, Mitcham VIC 3132

Goods sold with the land (general condition 2.3(f)) - All existing fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment (general condition 11)

Price \$

Deposit \$ _____ by / / 20 (of which \$ _____ has been paid)

Balance \$ _____ payable at settlement

GST (general condition 13)The price includes GST (if any) unless the words '**plus GST**' appear in this box

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

Settlement (general condition 10) is due on:

_____/_____/_____
Day Month Year

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

- ~~• the above date; or~~
- ~~• 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.~~

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount:

Approval date:

This contract does not include any special conditions unless the words '**special conditions**' appear in this box

special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.



Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
 - (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.



Special condition 2 – Acceptance of title

General condition 12.4 is added:

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



Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
 - (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide Statement of Adjustments together with copies of all current statutory certificates and other information used to calculate the adjustments under general condition 15 at least 5 business days prior to Settlement, failing which the Purchaser shall be deemed to be in default under this Contract.

☒ **Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☒ **Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- so agreed by the vendor in writing; and
 - the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
 - comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The vendor warrants that:
- at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255 ; and
 - the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

15B.12 This general condition will not merge on settlement.



Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.



Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 21.3 The Purchaser may not make any requisition or objection or claim any compensation from the vendor or refuse or delay payment of the price in respect of such order, notices, restrictions, outstanding works or other requirements (if any) and agrees to indemnify and keep indemnified the Vendor against all loss, cost, damage or liability arising from or relating to such notices.
- 21.4 The purchaser may enter the property to comply with that responsibility where action is required before settlement.



Special condition 8 – Electronic conveyancing

- 8.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.



Special condition 9 – Variation of General Conditions

The following General Conditions are amended as follows:

- a. General Condition 8 (Builders Warranty Insurance) is deleted.
- b. General Condition 14.2(c) is deleted and replaced with "serves written notice ending the contract on the Vendor by the approval date or any later date allowed by the vendor".
- c. General Condition 20 (Guarantee) is deleted.
- d. General Condition 24 (Loss or damage before settlement) is amended by deleting General Conditions 24.4, 24.5 and 24.6.
- e. General Condition 28.4(a) (Default not remedied) replace the word 'up' with the word 'equal'.
- f. General Condition 28.4(c) (Default not remedied) is amended by deleting the words "one year" and replacing it with the words "three years".
- g. General Condition 25 (Breach) is amended by adding the following at the end of the condition:
 "The Purchaser acknowledges that the following items constitute a 'reasonably foreseeable loss':
 - (a) Interest and penalties on any loan secured on the property from the settlement date until settlement takes place.
 - (b) Penalties, interest and charges incurred as a result of not being able to settle a purchase of another property.
 - (c) Any associated interest, costs and fees that the Vendor has to pay for another loan setup to complete settlement for a purchase of another property.
 - (d) Storage costs for goods and chattels.
 - (e) Accommodation expenses necessarily incurred by the Vendor.
 - (f) Any commission or other expenses claimed by the Vendor's agents relating to the sale of the property.
 - (g) The Purchaser agrees that for each and every default, the sum of \$385.00 (inclusive of GST) is payable by the Purchaser as an adjustment at Settlement.
 - (h) The Purchaser agrees that for each and every Default Notice prepared and served on the Purchaser or his representative, the sum of \$990.00 (inclusive of GST) is payable by the Purchaser as an adjustment at Settlement.
 - (i) Default is defined as failure to pay the Deposit or any part thereof by the due date, failure to complete settlement on the due date or failure to provide Statement of Adjustments together with copies of all current statutory certificates and other information used to calculate the adjustments under general condition 15 at least 5 business days prior to Settlement.
 - (j) Additional rates, taxes and charges on the property from settlement date until settlement takes place."



Special condition 10 – No representation

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

☒ **Special condition 11 – Default Interest**

Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of fifteen per centum (15%) per annum shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 27 or otherwise. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise. The Purchaser agrees that the reasonable costs of each and every default is the sum of \$385.00 (inclusive of GST) together with a further sum of \$990.00 (inclusive of GST) for each and every Default Notice prepared and served on the Purchaser or his representative. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the Vendor under this Contract or otherwise.

☒ **Special condition 12 – Building**

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

☒ **Special condition 13 – Interpretation**

In this Contract except where inconsistent with the context or subject matter words importing the singular shall include the plural words importing the plural shall include the singular words importing one gender shall include any other gender and if there is more than one Purchaser then each Purchaser shall if be bound both severally and also jointly with every other Purchaser by the terms and conditions of this Contract to be performed and observed by the Purchaser.

☒ **Special condition 14 – Merger**

The provisions of this Contract shall not merge in the transfer of the land and shall continue to bind the Vendor and the Purchaser to the extent that any of them require to be complied with after the Settlement Date.

☒ **Special condition 15 – Guarantee**

If a company purchases the property:

- (a) any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) the directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

☐ **Special condition 16 – Lease**

If the Contract of Sale is sold Subject to Lease:

- (a) The Purchaser shall not make an objection requisition or claim for compensation by reason of anything contained in the Lease (which it acknowledges having inspected and approved) and the Purchaser agrees to take title subject to the Lease.
- (b) On Settlement, the Vendor shall provide to the Purchaser all original fully signed Lease Agreements that the Vendor has in its actual possession.
- (c) The Purchaser acknowledges that fixtures and fittings plant and equipment on or within the property may have been installed by or on behalf of the tenant and that the tenant may have the rights at law and/or under the provisions of the Lease to remove them. The Purchaser shall make no objection requisition or claim for compensation in relation to any such fixtures fittings plant or equipment or the identity thereof.
- (d) The Vendor shall be entitled to all lease moneys in respect of the period up to and including the settlement date and the Purchaser shall be entitled to all lease moneys after that date. Any prepaid rent shall be apportioned between the Vendor and the Purchaser.
- (e) The Purchaser is not, under any circumstances, entitled to adjust against the Vendor in respect of rent unpaid for any period from the settlement date and General Condition 15 is to be construed accordingly.
- (f) The Purchaser is not, under any circumstances, entitled to adjust against the Vendor in respect of outgoings payable or reimbursable by the tenant but not paid or reimbursed for any period before or after the settlement date and General Condition 15 is to be construed accordingly.
- (g) If the Purchaser receives any leased payments made to it by the tenant on account of arrears of rent or outgoings for the period prior to and including the settlement date the Purchaser must hold those payments in trust for the Vendor and must immediately account to the Vendor for them.

- (h) Should the tenant be in arrears in the payment of lease moneys as at the settlement date and the Vendor wishes to commence legal proceedings against the tenant for the recovery of all part of such moneys the Purchaser agrees to allow the Vendor to commence such proceedings in the Purchaser's name but at the Vendor's expense.
- (i) The Vendor makes no warranty as to whether the Tenant will remain in possession of or will have vacated the property by the Settlement Date. The Purchaser must complete settlement irrespective of whether the tenant remains in occupation of the property at the Settlement Date or has vacated. Without limiting the generality hereof, the Purchaser may not call upon the Vendor to obtain vacant possession of the property or to bear all or any part of the cost of obtaining vacant possession.
- (j) If the Tenant is in possession of the Property on the Settlement Date the provisions of Special Condition 16 will apply to this Contract and the Purchaser cannot refuse or delay settlement as a result of any matter contained in this Special Condition 16.



Special condition 17 – Auction

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedule of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulations which modify or replace those Rules.



Special condition 18 – Nomination

General Condition 18 shall be deleted and replaced with the following special condition:

- (a) The Purchaser may nominate a substitute or additional Purchaser ("Nominated Purchaser") subject to compliance with the balance of this special condition, but the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract.
- (b) If the Purchaser nominates, such nomination can only occur if:
 - (i) The Purchaser is not in default pursuant to this Contract; and
 - (ii) Notice is given at least twenty-one (21) days prior to the Settlement Date, failing which the Purchaser shall be deemed to be in default under this Contract.
- (c) Should the Purchaser nominate a company then the directors of the nominee Company shall personally guarantee the performance of the nominee Company and the named Purchaser herein shall remain responsible for the performance of the nominee Company. The Purchaser must within 2 business days promptly deliver to the Vendor's conveyancer a Guarantee and Indemnity signed by the directors of the nominee Company, failing which the Purchaser shall be deemed to be in default under this Contract. This is an essential term of the Contract.
- (d) The costs of such nomination are fixed at \$330.00 inclusive of GST and are accepted and payable to the Vendor's Conveyancer upon nomination by the Purchaser.

If the words "going concern" are inserted in the relevant box of the GST clause in the Particulars of Sale, the Nominated Purchaser must if requested by the Vendor sign a deed with the Vendor on terms acceptable to the Vendor which confirm that the parties agree that the Contract of Sale is the supply of a going concern and the Nominated Purchaser warrants that prior to Settlement that the Nominated Purchaser will be registered for GST and will provide evidence of such registration.



Special condition 19 – Finance

In the event that the Purchaser seeks to end the Contract pursuant to General Condition 14 then the Purchaser shall be deemed not to have satisfied the requirements of the General Condition until the Purchaser has provided to the Vendor inter alia a letter from the lender which verifies that the Purchaser has complied fully with the requirements of paragraph (a) and (b) of the General Condition.



Special condition 20 – Owners Corporation

The Purchaser admits that the Purchaser takes title subject to the provisions of the Subdivision Act 1988 (Vic) and the Owners Corporation Act 2006 (Vic) and in particular to the following:

- 20.1 the unit entitlement and unit liability as set out in the Plan of Subdivision;
- 20.2 the easements expressed or implied affecting the land by virtue of the *Subdivision Act 1988 (Vic)*;
- 20.3 the information contained in the Owners Corporation Certificate and its enclosures; and
- 20.4 the Purchaser acknowledges having verified the information contained in the Owners Corporation Certificate and its enclosures and shall not make any requisition nor claim any compensation from the Vendor in respect of any matters contained in the Owners Corporation Certificate and/or its enclosures.

**Special condition 21 - Verification of Identity (VOI) Requirements)**

- 21.1 If the named Purchaser or Nominee is unrepresented and/or acting for themselves then they must deliver to the Vendor's representative confirmation that he has satisfied the VOI requirements set out in the Transfer of Land Act 1958 (as adopted and amended from time to time) and must provide to the Vendor's representative a valid copy of the Australia Post identity agent certification or any other document required by the Registrar of Titles and the provisions of the Transfer of Land Act 1958 (as adopted and amended from time to time) (hereinafter referred to as the 'VOI Report and Certifications'), not less than 10 working days before settlement.
- 21.2 The late delivery of the VOI Report and Certifications shall be deemed to be a default under this contract and the Vendor will not be obliged to complete the settlement of the Contract until the expiration of ten business (10) days from the date of delivery of the VOI Report and Certifications. In addition, the Purchaser shall be deemed to have made a default in the payment of the balance of the Purchase Price and shall pay any default costs and interest due under this contract, without the necessity for any notice in writing whether under General Condition 27.
- 21.3 For the avoidance of doubt the date of delivery shall be the date the Purchaser's VOI Report and Certifications arrives at the office of the Vendor's representative and the date for payment of interest shall be calculated from the due date for settlement until the expiration of the ten business (10) days after the date of delivery of the Purchaser's VOI Report and Certifications or any earlier settlement date agreed to by the Vendor.
- 21.4 The Purchaser or Nominee shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the Vendor as a result of the Purchaser's or Nominee's breach of this special condition and the Vendor shall retain an equitable interest in the land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the Vendor are paid by the party that breached this special condition. This special condition shall not merge with settlement.

**Special condition 22 – Mistaken Payment**

Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment. This special condition creates rights and remedies in addition to those that may otherwise exist as a result of a mistaken payment or mathematical mistake and does not merge upon settlement.

**Special condition 23 – Variation**

This Contract may only be varied by a Deed of Variation signed by the parties or by their representatives. The reasonable costs for preparation of the Deed of Variation will be borne by the party requesting the variation to the Contract. No variation of the provisions of this Contract shall be inferred from a course of dealing.

**Special condition 24 – Land Tax**

Notwithstanding any other condition in this Contract, the Parties agree that if this Contract is signed on or after 1 January 2024, the purchaser will not be required to contribute towards land tax.

General Conditions

Title

1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

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

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act* 1959 (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
 - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

14. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

15. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

17.1 Any document sent by—

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. INSPECTION

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

23. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

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

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We, of

and of

being the **Sole Director / Directors** of ACN
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
))
Print Name.....)

in the presence of:) **Director** (Sign)
))
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
))
Print Name.....)

in the presence of:) **Director** (Sign)
))
Witness.....)



Section 32 Statement

pursuant to Division 2 of Part II
Section 32 of the Sale of Land Act 1962 (Vic)

Unit 201A/1 Colombo Street, Mitcham VIC 3132

Tick Box Property Pty Ltd
trading as Tick Box
Conveyancing Services

Phone
1300 363 165

Fax
1300 367 295

Moonee Ponds
Suite 3, 2 Walker Street
Moonee Ponds VIC 3039

PO Box 3098
Strathmore VIC 3041

Mornington
Suite 1, 16 Blamey Place
Mornington VIC 3931

PO Box 2070
Mornington VIC 3931

Dromana
Shop T07
217 Point Nepean Road
Dromana VIC 3936

Geelong
Suite 11
131 Ryrie Street
Geelong VIC 3220

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows - None to the Vendors knowledge.

The land is NOT 'tax reform scheme land' within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of ownership of the property.

32B INSURANCE

- (a) where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the **Building Act 1993** applies to the residence: Not Applicable

32C LAND USE

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) **BUSHFIRE**

The land is not in a designated bushfire prone area within the meaning of the regulations made under the **Building Act 1993**.

(c) **ROAD ACCESS**

There is access to the Property by Road.

(d) **PLANNING**

Planning Scheme:

Responsible Authority:

Zoning:

Planning Overlay/s: **See attached certificate**

Section 32 Statement
Unit 201A/1 Colombo Street, Mitcham VIC 3132

32D NOTICES

Unless contained in the attached certificates, the Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land): Unless contained in the attached Certificates, no such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the Owners Corporations Act 2006.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT:

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

32I The following services are **not** connected to the land

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

☐ Electricity	☐ Gas	☐ Water	☐ Sewerage	☒ Telephone
--------------------------------------	------------------------------	--------------------------------	-----------------------------------	---

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

32J TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location, and evidence of vendor's right to sell.

Section 32 Statement
Unit 201A/1 Colombo Street, Mitcham VIC 3132

DATE OF THIS STATEMENT: _____ / _____ / _____
Day Month Year

Name of the Vendor

Janette Linda Moncrieff

Signature/s of the Vendor

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS STATEMENT: _____ / _____ / _____
Day Month Year

Name of the Purchaser

Signature/s of the Purchaser

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Tick Box Property Pty Ltd trading as Tick Box Conveyancing Services	Phone 1300 363 165	Moonee Ponds Suite 3, 2 Walker Street Moonee Ponds VIC 3039	Mornington Suite 1, 16 Blamey Place Mornington VIC 3931	Dromana Shop T07 217 Point Nepean Road Dromana VIC 3936	Geelong Suite 11 131 Ryrie Street Geelong VIC 3220
ABN 47 159 925 658 ACN 159 925 658	Fax 1300 367 295	PO Box 3098 Strathmore VIC 3041	PO Box 2070 Mornington VIC 3931		

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 11385 FOLIO 677

Security no : 124119029477M

Produced 15/10/2024 09:17 AM

LAND DESCRIPTION

Lot 201A on Plan of Subdivision 632398R.
PARENT TITLE Volume 11159 Folio 201
Created by instrument PS632398R 31/10/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

JANETTE LINDA MONCRIEFF of UNIT 201A 1-19 COLOMBO STREET MITCHAM VIC 3132
AM246819U 13/10/2015

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS632398R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 201A 1 COLOMBO STREET MITCHAM VIC 3132

ADMINISTRATIVE NOTICES

NIL

eCT Control 19219M PURCELL PARTNERS
Effective from 02/11/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS632398R
OWNERS CORPORATION 2 PLAN NO. PS632398R

DOCUMENT END

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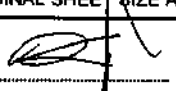
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PS632398R

PLAN OF SUBDIVISION		LV USE ONLY EDITION 1	Plan Nur 25/10/2012 \$30 589 10 PS 				
Location of Land Parish: NUNAWADING Crown Portion: 120 (PART) Title Reference: VOL 11159 FOL 201 Last Plan Reference: PC369994D Postal Address: 1-19 COLOMBO STREET MITCHAM 3132 MGA Co-ordinates (of approx. centre of land in plan) E 340 840 Zone: 55 N 5812 900 GDA 94		Council Certification and Endorsement Council Name: WHITEHORSE Ref: CRT/5008 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. PUBLIC OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has/has not been satisfied. (iii) The requirement is to be satisfied in Stage (iv) The requirement has been satisfied for Council delegate  PHILIP SINGH Council seal  signature print name Date 25/9/12 This plan is re-certified under section 11(7) of the Subdivision Act 1988 Council delegate _____ Council seal _____ signature _____ print name _____ Date ____/____/____					
Vesting of Roads and Reserves <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Identifier</th> <th>Council/Body/Person</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </tbody> </table> LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.		Identifier	Council/Body/Person	NIL	NIL	NOTATIONS SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGULATIONS 2011 APPLY TO BOUNDARIES DEFINED BY BUILDINGS. BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. <u>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS.</u> EXTERIOR FACE - BOUNDARIES MARKED 'E'. INTERIOR FACE - ALL OTHER BOUNDARIES EXCEPT THOSE LABELLED OTHERWISE. COMMON PROPERTY NO.1 IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTIES NO.2 AND NO.3 AND INCLUDES THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR OR BALUSTRADE WHICH DEFINE BOUNDARIES. ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY NO.1. THE POSITION OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.	
Identifier	Council/Body/Person						
NIL	NIL						
Depth Limitation : DOES NOT APPLY Survey This plan is based on survey. This survey has been connected to permanent marks noted 50, 367, MMB2095 In Proclaimed Survey Area No. --- Staging This is not a staged subdivision. Planning Permitt No. WH/2011/972		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">STATEMENT OF COMPLIANCE</th> <th style="width: 50%;">PLAN REGISTERED</th> </tr> <tr> <td> Received ☒ DATE: 25/10/12 </td> <td> TIME: 2:44 PM DATE: 31/10/12 LW Assistant Registrar of Titles </td> </tr> </table>		STATEMENT OF COMPLIANCE	PLAN REGISTERED	Received ☒ DATE: 25/10/12	TIME: 2:44 PM DATE: 31/10/12 LW Assistant Registrar of Titles
STATEMENT OF COMPLIANCE	PLAN REGISTERED						
Received ☒ DATE: 25/10/12	TIME: 2:44 PM DATE: 31/10/12 LW Assistant Registrar of Titles						
Easement Information							
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)							
Section 12(2) of the Subdivision Act 1988 applies to all of the land in the plan.							
Subject Land	Purpose	Width (Metres)	Origin	Land Benefitted/In Favour Of			
E-1 & E-2	SEWERAGE AND ANCILLARY WORKS SEWERAGE	1.83	INST.2326248 THIS PLAN - SECTION 136 OF THE WATER ACT 1989	MELBOURNE & METROPOLITAN BOARD OF WORKS YARRA VALLEY WATER			
E-2 & E-3	DRAINAGE	2	PC369994D	WHITEHORSE CITY COUNCIL			
 Millar Merrigan Millar & Merrigan Pty Ltd Office 21126 Merindale Drive Croydon Victoria Mail PO Box 247 Croydon Victoria 3138 t (03) 8720 9500 w www.millarmerrigan.com.au f (03) 8720 9501 e admin@millarmerrigan.com.au LAND DEVELOPMENT CONSULTANTS		LICENSED SURVEYOR Bradley Terjesen  SIGNATURE DATE 20/9/12 REF 11575S1 VERSION 10: 31/8/2012		Sheet 1 of 22 Sheets ORIGINAL SHEET SIZE A3  Date 25/9/12 COUNCIL DELEGATE SIGNATURE			

PLAN OF SUBDIVISION

Plan Number

PS 632398R

LOT / PLAN INDEX

DIAGRAMS 1A & 1B	LEVEL 1 (GROUND LEVEL)	SHEETS 3 & 4
DIAGRAMS 2A & 2B	LEVEL 2	SHEETS 5 & 6
DIAGRAMS 3A & 3B	LEVEL 3	SHEETS 7 & 8
DIAGRAMS 4A & 4B	LEVEL 4	SHEETS 9 & 10
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DIAGRAM 7	LEVEL 7	SHEET 15
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DIAGRAMS 9A & 9B	LOWER BASEMENT LEVEL	SHEETS 17 & 18
DIAGRAMS 10A & 10B	UPPER BASEMENT LEVEL	SHEETS 19 & 20
CROSS SECTIONS A-A' & B-B'		SHEET 21
CROSS SECTIONS C-C' & D-D'		SHEET 22
CROSS SECTION E-E'		SHEET 18
OWNERS CORPORATION SCHEDULE NO.1		SHEET 23
OWNERS CORPORATION SCHEDULE NO.2		SHEET 24
OWNERS CORPORATION SCHEDULE NO.3		SHEET 25

LOT	NO. OF PARTS	LEVEL	LOT	NO. OF PARTS	LEVEL	LOT	NO. OF PARTS	LEVEL	LOT	NO. OF PARTS	LEVEL	LOT	NO. OF PARTS	LEVEL
1	2	1, 2 & U.B.	201B	2	2 & L.B.	309B	2	3 & L.B.	415B	2	4 & L.B.	601B	2	6 & U.B.
2	2	1, 2 & U.B.	202B	2	2 & L.B.	310B	2	3 & L.B.	416B	2	4 & L.B.	602B	2	6 & U.B.
			203B	2	2 & L.B.	311B	2	3 & L.B.	417B	2	4 & L.B.	603B	2	6 & U.B.
101A	2	1 & L.B.	204B	2	2 & L.B.	312B	2	3 & U.B.	418B	2	4 & L.B.	604B	2	6 & U.B.
102A	2	1 & L.B.	205B	2	2 & L.B.	313B	2	3 & U.B.	419B	2	4 & L.B.			
103A	2	1 & L.B.	206B	2	2 & L.B.	314B	1	3	420B	2	4 & L.B.			
104A	1	1	207B	2	2 & L.B.	315B	2	3 & U.B.	421B	2	4 & L.B.	607B	2	6 & U.B.
105A	1	1	208B	2	2 & L.B.	316B	2	3 & U.B.	422B	2	4 & L.B.	608B	2	6 & U.B.
106A	1	1	209B	2	2 & L.B.	317B	2	3 & U.B.	501A	2	5 & U.B.	609B	2	6 & U.B.
107A	2	1 & L.B.	210B	1	2	318B	2	3 & U.B.	502A	2	5 & U.B.	610B	2	6 & U.B.
108A	2	1 & L.B.	211B	1	2	319B	2	3 & L.B.	503A	2	5 & U.B.	611B	2	6 & U.B.
109A	2	1 & L.B.	212B	1	2	320B	2	3 & L.B.	504A	2	5 & U.B.	612B	2	6 & U.B.
110A	2	1 & L.B.	213B	1	2	321B	2	3 & L.B.	505A	2	5 & U.B.	613B	2	6 & U.B.
			214B	2	2 & U.B.	322B	2	3 & L.B.	506A	2	5 & U.B.	614B	2	6 & U.B.
101B	2	1 & L.B.	215B	1	2	323B	2	3 & L.B.	507A	2	5 & U.B.	615B	2	6 & U.B.
102B	2	1 & L.B.	216B	1	2	324B	2	3 & L.B.	508A	2	5 & U.B.	616B	2	6 & U.B.
103B	2	1 & L.B.	217B	2	2 & L.B.	325B	2	3 & L.B.	509A	2	5 & U.B.	617B	2	6 & U.B.
104B	2	1 & L.B.	218B	1	2				510A	2	5 & U.B.	618B	2	6 & U.B.
105B	2	1 & L.B.	219B	2	2 & U.B.	401A	2	4 & U.B.						
106B	2	1 & L.B.	220B	2	2 & U.B.	402A	2	4 & U.B.	501B	2	5 & U.B.	701B	2	7 & U.B.
107B	1	1	221B	2	2 & L.B.	403A	2	4 & U.B.	502B	2	5 & U.B.	702B	2	7 & U.B.
108B	2	1 & U.B.				404A	2	4 & U.B.	503B	2	5 & U.B.			
109B	2	1 & U.B.	301A	2	3 & L.B.	405A	2	4 & L.B.	504B	2	5 & U.B.	704B	2	7 & U.B.
110B	2	1 & L.B.	302A	2	3 & L.B.	406A	2	4 & L.B.	505B	2	5 & U.B.	705B	2	7 & U.B.
111B	2	1 & L.B.	303A	2	3 & L.B.	407A	2	4 & L.B.	506B	2	5 & U.B.	706B	2	7 & U.B.
112B	1	1	304A	2	3 & L.B.	408A	2	4 & L.B.	507B	2	5 & U.B.	707B	2	7 & U.B.
113B	2	1 & L.B.	305A	2	3 & L.B.	409A	2	4 & L.B.	508B	2	5 & U.B.	708B	2	7 & U.B.
114B	2	1 & U.B.	306A	2	3 & L.B.	410A	2	4 & L.B.	509B	2	5 & U.B.	709B	2	7 & U.B.
115B	2	1 & U.B.	307A	2	3 & L.B.				510B	2	5 & U.B.	710B	2	7 & U.B.
116B	2	1 & L.B.	308A	2	3 & L.B.	401B	2	4 & L.B.	511B	2	5 & U.B.	711B	2	7 & U.B.
117B	2	1 & L.B.	309A	2	3 & L.B.	402B	2	4 & L.B.	512B	2	5 & U.B.	712B	2	7 & U.B.
118B	1	1	310A	2	3 & L.B.	403B	2	4 & L.B.	513B	2	5 & U.B.	713B	2	7 & U.B.
			311A	2	3 & L.B.	404B	2	4 & L.B.	514B	2	5 & U.B.			
201A	2	2 & L.B.	312A	2	3 & L.B.	405B	2	4 & L.B.	515B	2	5 & U.B.			
202A	2	2 & L.B.				406B	2	4 & L.B.	516B	2	5 & U.B.			
203A	2	2 & L.B.	301B	2	3 & L.B.	407B	2	4 & L.B.	517B	2	5 & U.B.			
204A	2	2 & L.B.	302B	2	3 & L.B.	408B	2	4 & L.B.	518B	2	5 & U.B.			
205A	2	2 & L.B.	303B	2	3 & L.B.	409B	2	4 & L.B.	519B	2	5 & U.B.			
206A	2	2 & L.B.	304B	2	3 & L.B.	410B	2	4 & L.B.						
207A	2	2 & L.B.	305B	2	3 & L.B.	411B	2	4 & L.B.						
208A	2	2 & L.B.	306B	2	3 & L.B.	412B	2	4 & L.B.	522B	2	5 & L.B.			
209A	2	2 & L.B.	307B	2	3 & L.B.	413B	2	4 & L.B.						
210A	2	2 & L.B.	308B	2	3 & L.B.	414B	2	4 & L.B.						

Millar Merrigan

LICENSED SURVEYOR Bradley Terjesen

Sheet 2

ORIGINAL SHEET SIZE A3

SIGNATURE  DATE 20/9/12

REF 11575S1

VERSION 10

Date 25/9/12

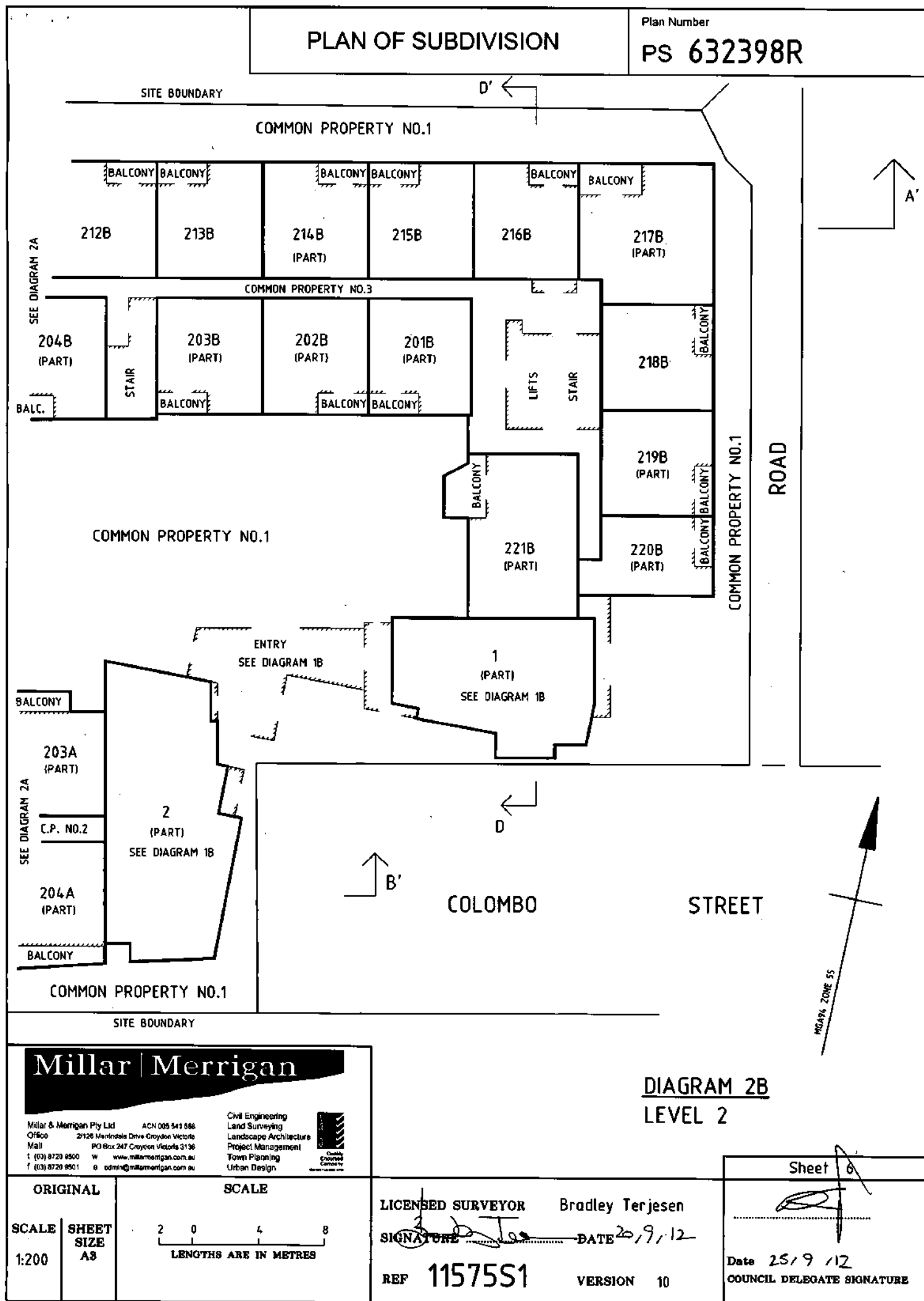
COUNCIL DELEGATE SIGNATURE

Millar & Merrigan Pty Ltd ACN 005 541 068
Office 2/26 Merivale Drive Croydon Victoria
Mail PO Box 247 Croydon Victoria 3136
t (03) 8720 8500 w www.millarmerrigan.com.au
f (03) 8720 8501 e admin@millarmerrigan.com.au

LAND DEVELOPMENT CONSULTANTS

Date 25/9/12
COUNCIL DELEGATE SIGNATURE

Date 25/9/12
COUNCIL DELEGATE SIGNATURE



Date 25/9/12
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

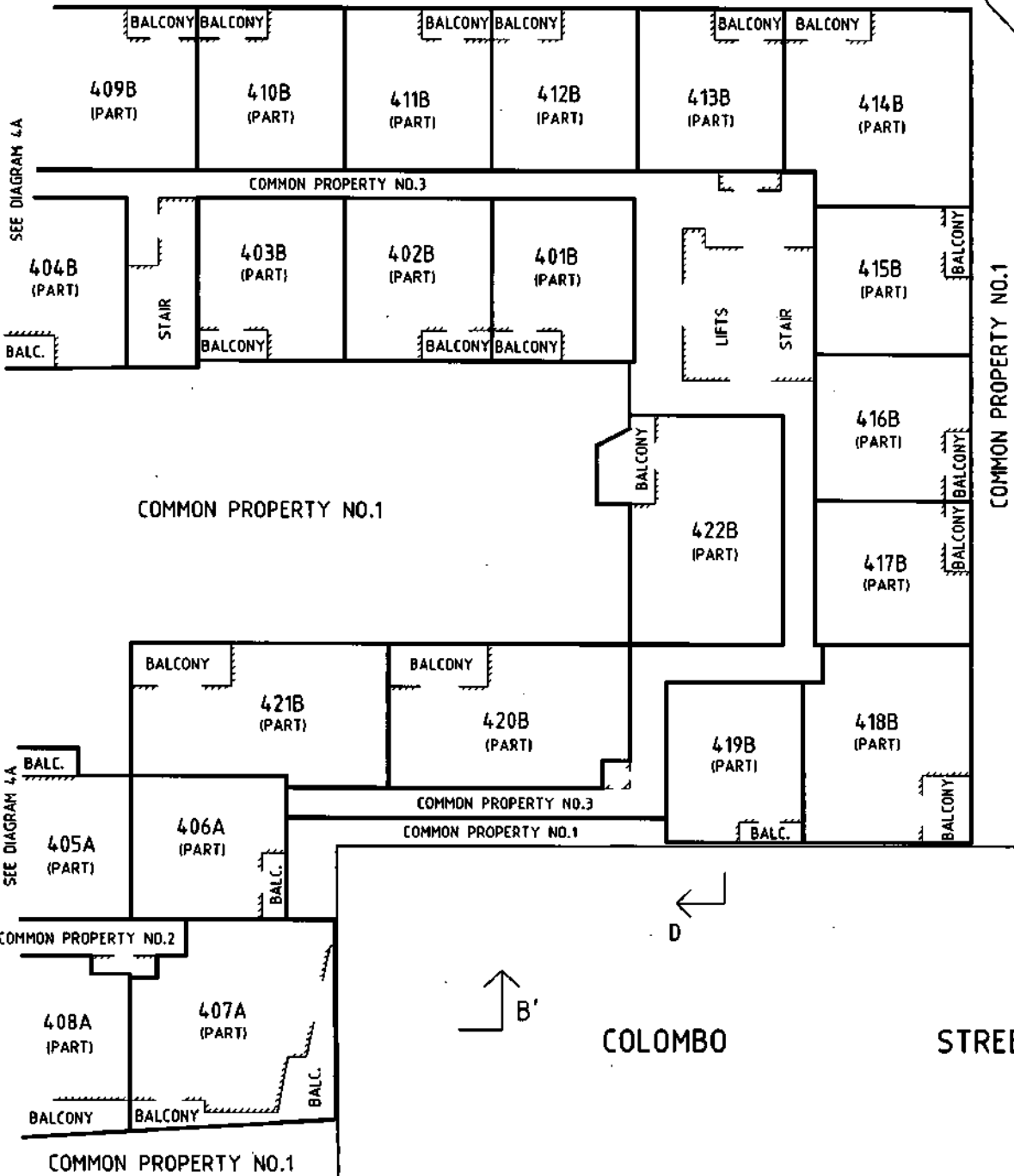
Plan Number

PS 632398R

SITE BOUNDARY

D'

COMMON PROPERTY NO.1



SITE BOUNDARY

D

B'

COLOMBO

STREET

MC49L ZONE 55

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DIAGRAM 4B
LEVEL 4

Sheet 10

ORIGINAL

SCALE

SCALE
1:200

SHEET SIZE
A3

2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR Bradley Terjesen

SIGNATURE *Bradley Terjesen* DATE 20/9/12

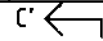
REF 11575S1 VERSION 10

Date 25/9/12
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

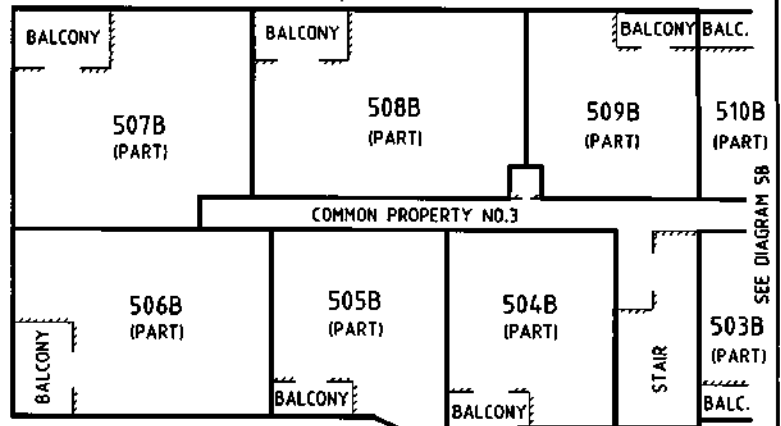
Plan Number

PS 632398R

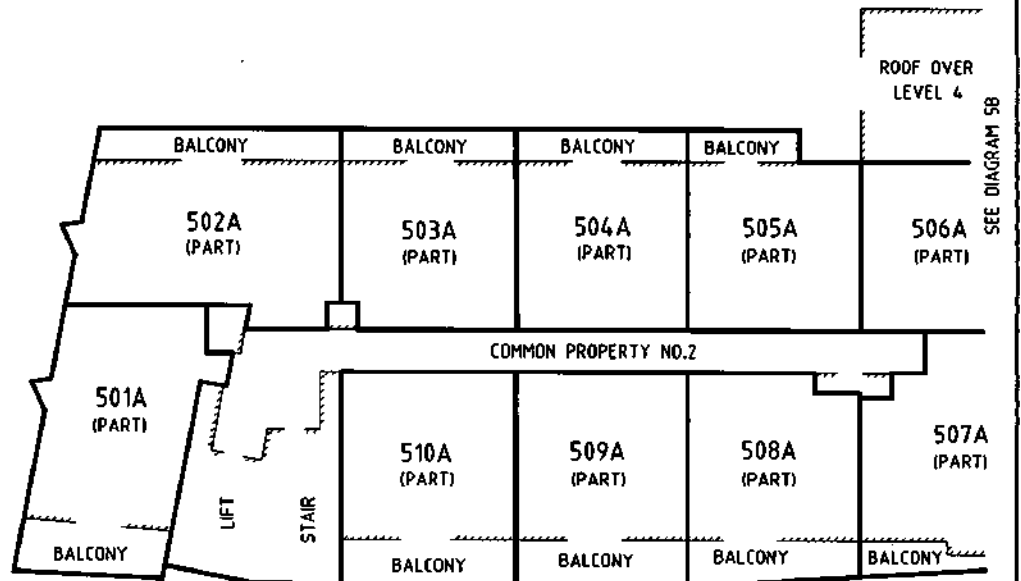


SITE BOUNDARY

COMMON PROPERTY NO.1



COMMON PROPERTY NO.1



COMMON PROPERTY NO.1

SITE BOUNDARY



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**DIAGRAM 5A
LEVEL 5**

Sheet 11

ORIGINAL

SCALE

SCALE
1:200

SHEET
SIZE
A3

2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR

Bradley Terjesen

SIGNATURE

DATE 20/9/12

REF 11575S1

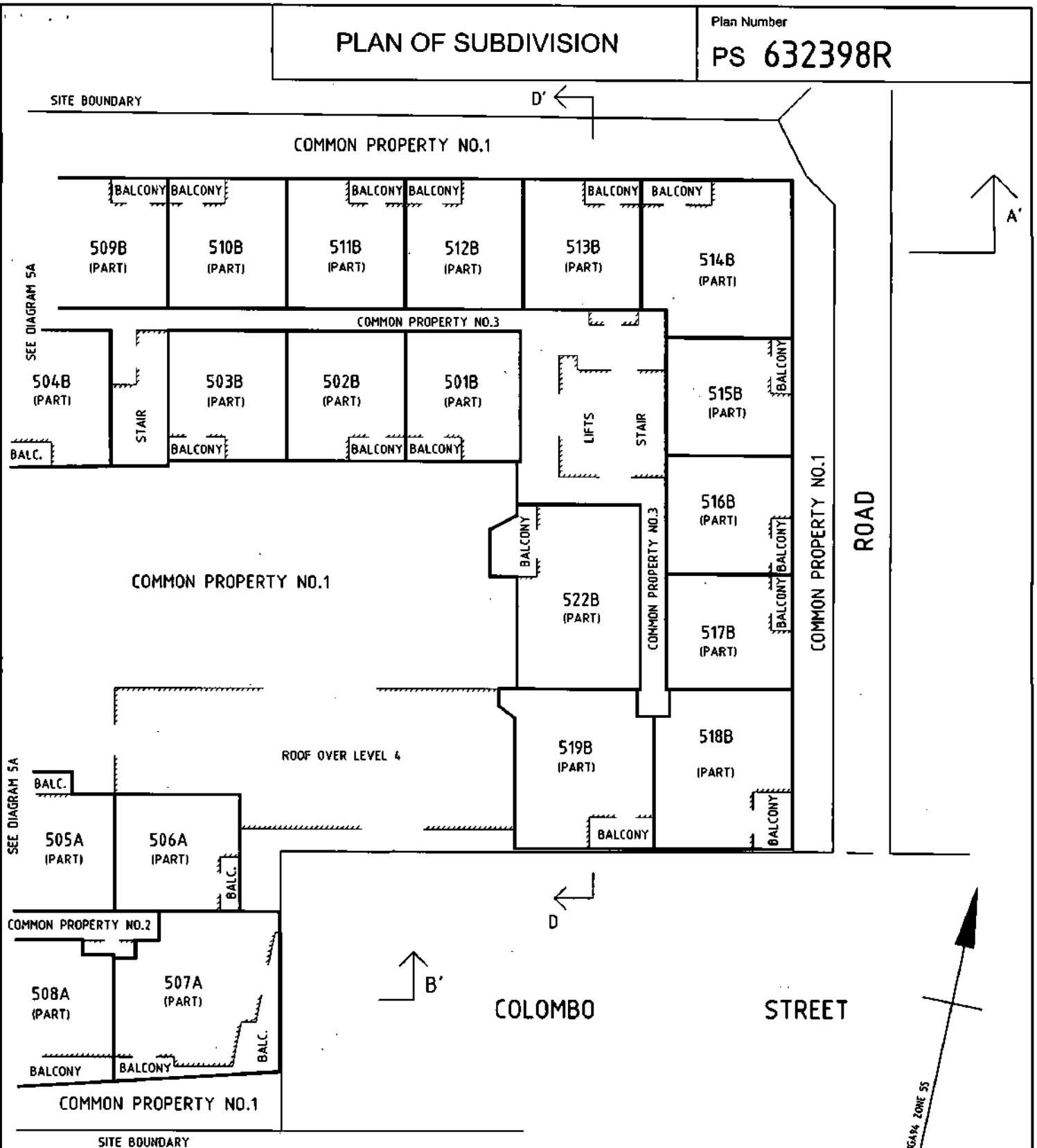
VERSION 10

Date 25/9/12
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Plan Number

PS 632398R



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**DIAGRAM 5B
LEVEL 5**

ORIGINAL		SCALE		LICENSED SURVEYOR Bradley Terjesen		Sheet 12	
SCALE	SHEET SIZE			SIGNATURE	DATE 20/9/12		
1:200	A3	LENGTHS ARE IN METRES		REF 11575S1	VERSION 10	Date 25/9/12 COUNCIL DELEGATE SIGNATURE	

Date 25/9/12
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Plan Number

PS 632398R

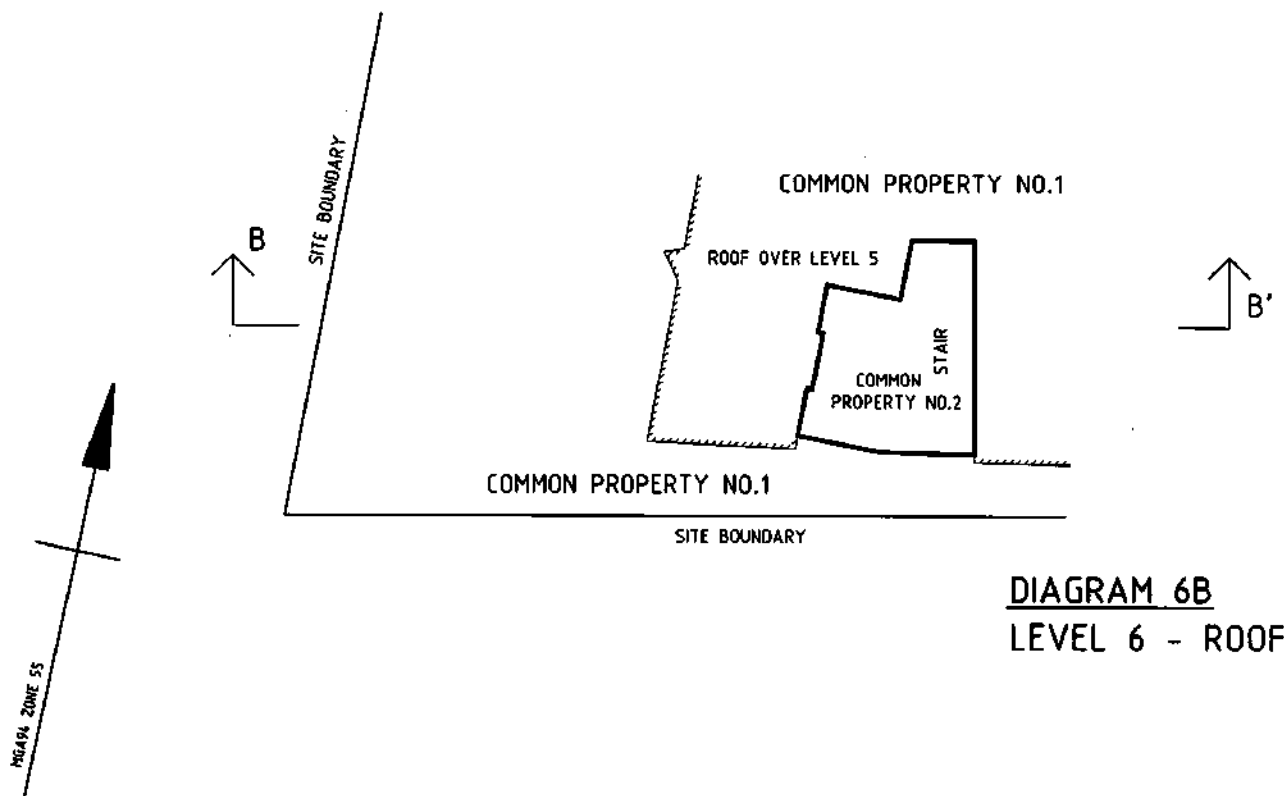


DIAGRAM 6B
LEVEL 6 - ROOF

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ORIGINAL
SCALE
1:200

SHEET
SIZE
A8

SCALE

2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR

Bradley Terjesen

SIGNATURE

DATE 20/9/12

REF 11575S1

VERSION 10

Sheet 14

Date 25/9/12
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Plan Number

PS 632398R

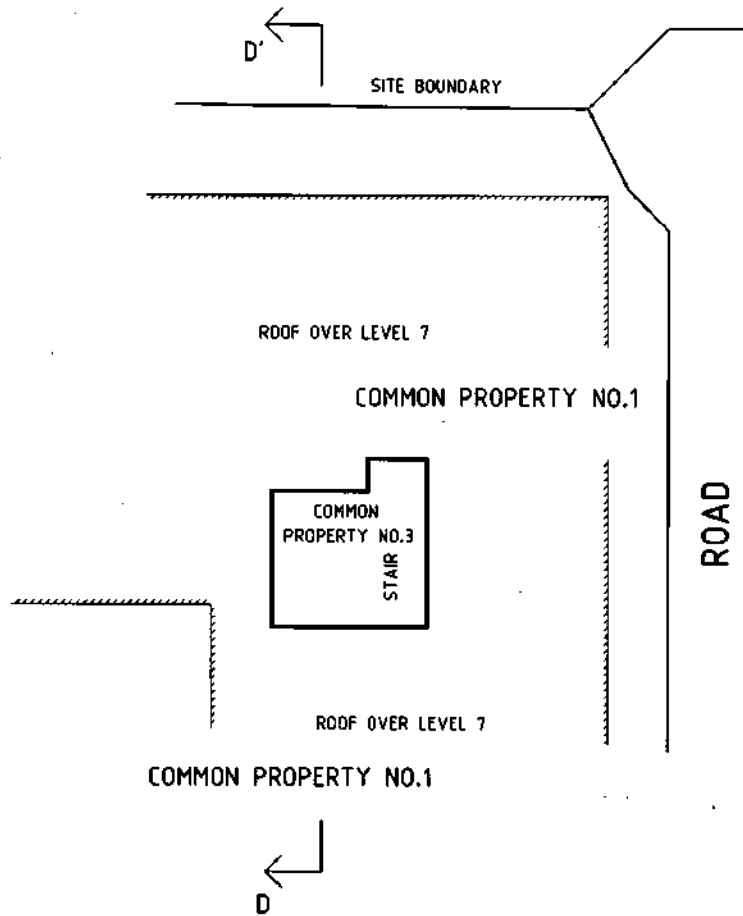


DIAGRAM 8
LEVEL 8 - ROOF



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ORIGINAL

SCALE

SCALE
1:200

SHEET
SIZE
A3

2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR

Bradley Terjesen

SIGNATURE

DATE 20/9/12

REF 11575S1

VERSION 10

Sheet 16

Date 25/9/12
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Plan Number

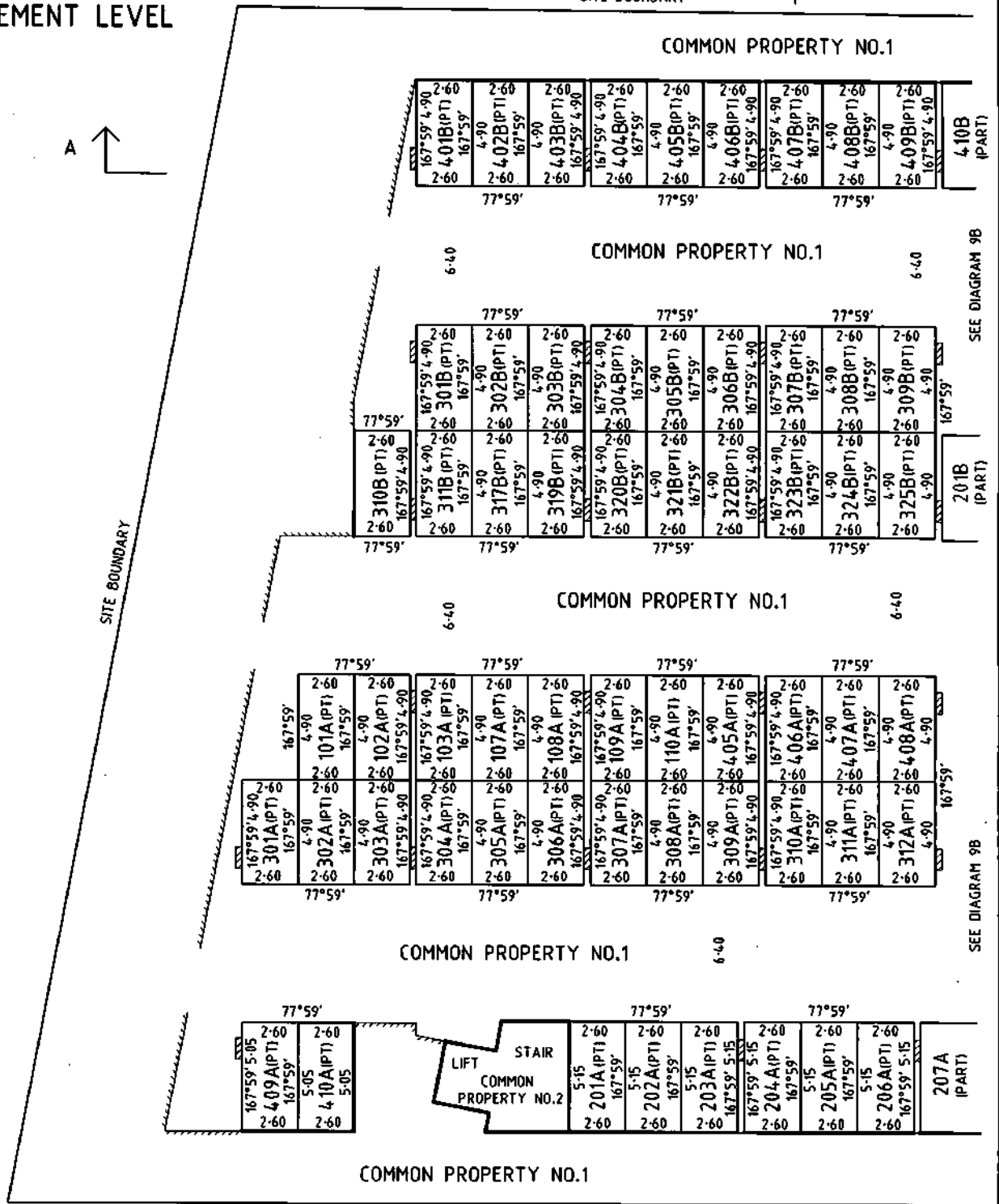
PS 632398R

DIAGRAM 9A LOWER BASEMENT LEVEL



A

B



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Mail: PO Box 247 Croydon Victoria 3136
T: (03) 8720 9500
F: (03) 8720 9501
E: admin@millermerrigan.com.au

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ORIGINAL

SCALE

SCALE
1:200

2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR

Bradley Terjesen

SIGNATURE

DATE 20/9/12

REF 11575S1

VERSION 10

Sheet 17

Date 25/9/12
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

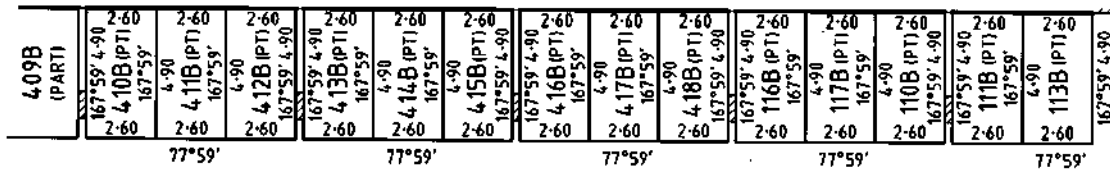
Plan Number

PS 632398R

DIAGRAM 9B LOWER BASEMENT LEVEL

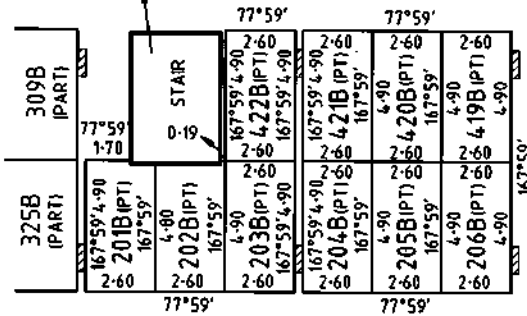
SITE BOUNDARY

COMMON PROPERTY NO.1

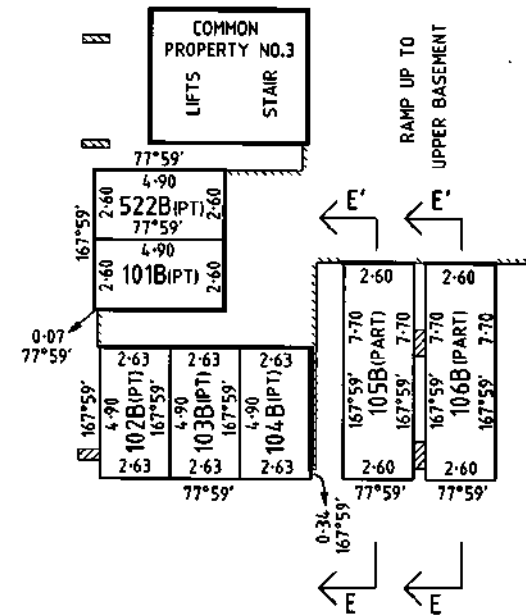


SEE DIAGRAM 9A

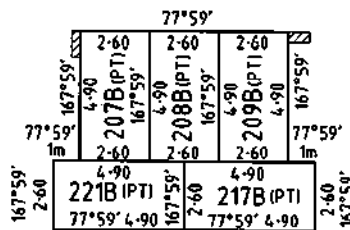
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COMMON PROPERTY NO.1

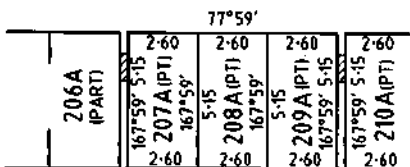


COMMON PROPERTY NO.1



SEE DIAGRAM 9A

COMMON PROPERTY NO.1

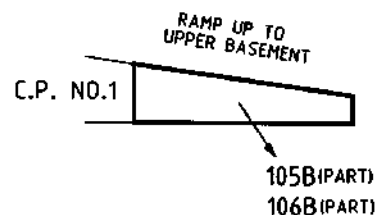


COMMON PROPERTY NO.1

COLOMBO

STREET

CROSS-SECTION E-E'



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PO Box 247 Clayton Victoria 3136
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ORIGINAL

SCALE

SCALE
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SHEET
SIZE
A8

2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR

Bradley Terjesen

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DATE 20/9/12

REF 11575S1

VERSION 10

Sheet 18

Date 25/9/12
COUNCIL DELEGATE SIGNATURE

Date / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Plan Number

PS 632398R

CROSS SECTION C-C' (TYPICAL FOR ALL LOTS AT EACH LEVEL)

LEVEL 7

LEVEL 6

LEVEL 5

LEVEL 4

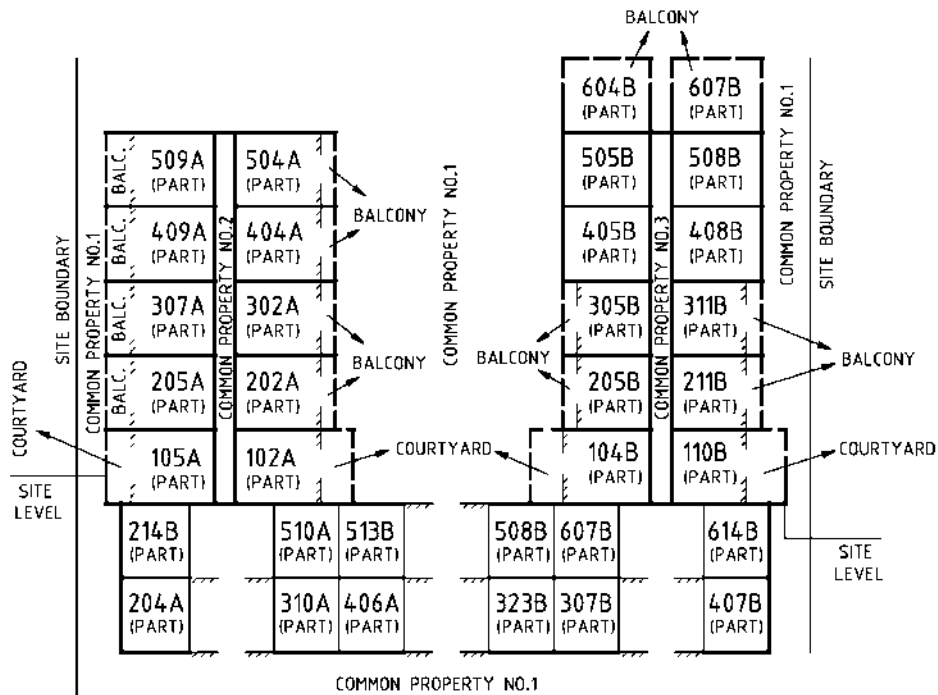
LEVEL 3

LEVEL 2

LEVEL 1 (GROUND LEVEL)

UPPER BASEMENT
LEVEL

LOWER BASEMENT
LEVEL



CROSS SECTION D-D' (TYPICAL FOR ALL LOTS AT EACH LEVEL)

LEVEL 8 (ROOF LEVEL)

LEVEL 7

LEVEL 6

LEVEL 5

LEVEL 4

LEVEL 3

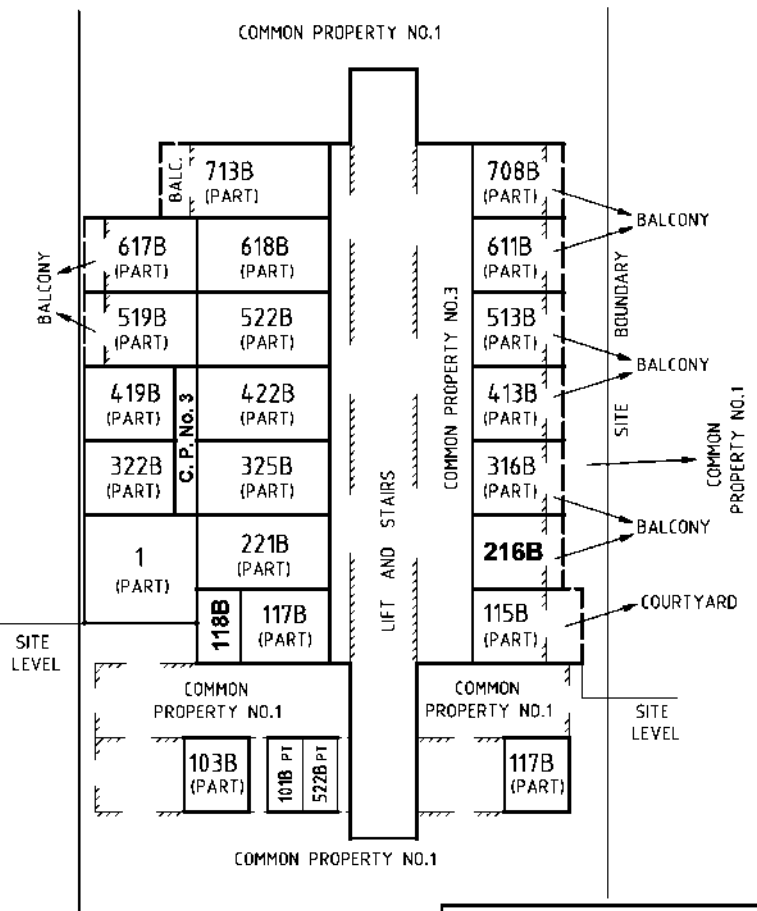
LEVEL 2

LEVEL 1 (GROUND LEVEL)

UPPER BASEMENT
LEVEL

LOWER BASEMENT
LEVEL

COLOMBO STREET



CROSS SECTIONS ARE
NOT TO SCALE

Sheet 22

Millar | Merrigan

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SIGNATURE DATE / /

REF 11575S1 VERSION 10

Date / /
COUNCIL DELEGATE SIGNATURE



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS632398R

The land in PS632398R is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 3, Lots 1, 2, 101A, 101B, 102A, 102B, 103A, 103B, 104A, 104B, 105A, 105B, 106A, 106B, 107A, 107B, 108A, 108B, 109A, 109B, 110A, 110B, 111B, 112B, 113B, 114B, 115B, 116B, 117B, 118B, 201A, 201B, 202A, 202B, 203A, 203B, 204A, 204B, 205A, 205B, 206A, 206B, 207A, 207B, 208A, 208B, 209A, 209B, 210A, 210B, 211B, 212B, 213B, 214B, 215B, 216B, 217B, 218B, 219B, 220B, 221B, 301A, 301B, 302A, 302B, 303A, 303B, 304A, 304B, 305A, 305B, 306A, 306B, 307A, 307B, 308A, 308B, 309A, 309B, 310A, 310B, 311A, 311B, 312A, 312B, 313B, 314B, 315B, 316B, 317B, 318B, 319B, 320B, 321B, 322B, 323B, 324B, 325B, 401A, 401B, 402A, 402B, 403A, 403B, 404A, 404B, 405A, 405B, 406A, 406B, 407A, 407B, 408A, 408B, 409A, 409B, 410A, 410B, 411B, 412B, 413B, 414B, 415B, 416B, 417B, 418B, 419B, 420B, 421B, 422B, 501A, 501B, 502A, 502B, 503A, 503B, 504A, 504B, 505A, 505B, 506A, 506B, 507A, 507B, 508A, 508B, 509A, 509B, 510A, 510B, 511B, 512B, 513B, 514B, 515B, 516B, 517B, 518B, 519B, 522B, 601B, 602B, 603B, 604B, 607B, 608B, 609B, 610B, 611B, 612B, 613B, 614B, 615B, 616B, 617B, 618B, 701B, 702B, 704B, 705B, 706B, 707B, 708B, 709B, 710B, 711B, 712B, 713B.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 201 126 WELLINGTON PARADE EAST MELBOURNE VIC 3002

AK849801V 20/01/2014

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AV041116V 20/12/2021

Additional Owners Corporation Information:

OC016164E 31/10/2012

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3.



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OWNERS CORPORATION 1
PLAN NO. PS632398R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Lot 1	359	359
Lot 2	493	493
Lot 101A	150	150
Lot 101B	190	190
Lot 102A	150	150
Lot 102B	150	150
Lot 103A	150	150
Lot 103B	150	150
Lot 104A	150	150
Lot 104B	180	180
Lot 105A	140	140
Lot 105B	150	150
Lot 106A	140	140
Lot 106B	150	150
Lot 107A	160	160
Lot 107B	140	140
Lot 108A	205	205
Lot 108B	150	150
Lot 109A	205	205
Lot 109B	150	150
Lot 110A	185	185
Lot 110B	150	150
Lot 111B	150	150
Lot 112B	140	140
Lot 113B	150	150
Lot 114B	150	150



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OWNERS CORPORATION 1
PLAN NO. PS632398R

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 115B	150	150
Lot 116B	190	190
Lot 117B	170	170
Lot 118B	120	120
Lot 201A	150	150
Lot 201B	150	150
Lot 202A	150	150
Lot 202B	150	150
Lot 203A	150	150
Lot 203B	150	150
Lot 204A	150	150
Lot 204B	150	150
Lot 205A	150	150
Lot 205B	190	190
Lot 206A	150	150
Lot 206B	150	150
Lot 207A	170	170
Lot 207B	150	150
Lot 208A	185	185
Lot 208B	150	150
Lot 209A	185	185
Lot 209B	150	150
Lot 210A	185	185
Lot 210B	140	140
Lot 211B	140	140
Lot 212B	140	140
Lot 213B	140	140
Lot 214B	150	150
Lot 215B	140	140



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PLAN NO. PS632398R

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Land Parcel	Entitlement	Liability
Lot 216B	140	140
Lot 217B	190	190
Lot 218B	140	140
Lot 219B	150	150
Lot 220B	120	120
Lot 221B	210	210
Lot 301A	150	150
Lot 301B	150	150
Lot 302A	150	150
Lot 302B	150	150
Lot 303A	150	150
Lot 303B	150	150
Lot 304A	150	150
Lot 304B	150	150
Lot 305A	185	185
Lot 305B	210	210
Lot 306A	150	150
Lot 306B	150	150
Lot 307A	150	150
Lot 307B	150	150
Lot 308A	150	150
Lot 308B	150	150
Lot 309A	160	160
Lot 309B	150	150
Lot 310A	185	185
Lot 310B	150	150
Lot 311A	185	185
Lot 311B	150	150
Lot 312A	185	185



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PLAN NO. PS632398R

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Land Parcel	Entitlement	Liability
Lot 312B	150	150
Lot 313B	150	150
Lot 314B	140	140
Lot 315B	150	150
Lot 316B	150	150
Lot 317B	190	190
Lot 318B	150	150
Lot 319B	150	150
Lot 320B	150	150
Lot 321B	180	180
Lot 322B	150	150
Lot 323B	190	190
Lot 324B	210	210
Lot 325B	210	210
Lot 401A	180	180
Lot 401B	150	150
Lot 402A	185	185
Lot 402B	150	150
Lot 403A	150	150
Lot 403B	150	150
Lot 404A	150	150
Lot 404B	150	150
Lot 405A	150	150
Lot 405B	150	150
Lot 406A	150	150
Lot 406B	190	190
Lot 407A	185	185
Lot 407B	190	190
Lot 408A	150	150



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PLAN NO. PS632398R

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 408B	190	190
Lot 409A	150	150
Lot 409B	150	150
Lot 410A	150	150
Lot 410B	150	150
Lot 411B	150	150
Lot 412B	150	150
Lot 413B	150	150
Lot 414B	190	190
Lot 415B	150	150
Lot 416B	150	150
Lot 417B	150	150
Lot 418B	180	180
Lot 419B	150	150
Lot 420B	190	190
Lot 421B	210	210
Lot 422B	210	210
Lot 501A	180	180
Lot 501B	150	150
Lot 502A	185	185
Lot 502B	150	150
Lot 503A	150	150
Lot 503B	150	150
Lot 504A	150	150
Lot 504B	150	150
Lot 505A	150	150
Lot 505B	150	150
Lot 506A	150	150
Lot 506B	190	190



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OWNERS CORPORATION 1
PLAN NO. PS632398R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 507A	185	185
Lot 507B	190	190
Lot 508A	150	150
Lot 508B	190	190
Lot 509A	150	150
Lot 509B	150	150
Lot 510A	150	150
Lot 510B	150	150
Lot 511B	150	150
Lot 512B	150	150
Lot 513B	150	150
Lot 514B	190	190
Lot 515B	150	150
Lot 516B	150	150
Lot 517B	150	150
Lot 518B	180	180
Lot 519B	190	190
Lot 522B	210	210
Lot 601B	150	150
Lot 602B	150	150
Lot 603B	150	150
Lot 604B	210	210
Lot 607B	210	210
Lot 608B	150	150
Lot 609B	150	150
Lot 610B	150	150
Lot 611B	150	150
Lot 612B	190	190
Lot 613B	150	150



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/10/2024 09:21:02 AM

OWNERS CORPORATION 1
PLAN NO. PS632398R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 614B	150	150
Lot 615B	150	150
Lot 616B	190	190
Lot 617B	190	190
Lot 618B	210	210
Lot 701B	210	210
Lot 702B	190	190
Lot 704B	210	210
Lot 705B	210	210
Lot 706B	150	150
Lot 707B	150	150
Lot 708B	150	150
Lot 709B	190	190
Lot 710B	150	150
Lot 711B	150	150
Lot 712B	190	190
Lot 713B	190	190
Total	31042.00	31042.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 15/10/2024 09:21:04 AM

OWNERS CORPORATION 2
PLAN NO. PS632398R

The land in PS632398R is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 101A, 102A, 103A, 104A, 105A, 106A, 107A, 108A, 109A, 110A, 201A, 202A, 203A, 204A, 205A, 206A, 207A, 208A, 209A, 210A, 301A, 302A, 303A, 304A, 305A, 306A, 307A, 308A, 309A, 310A, 311A, 312A, 401A, 402A, 403A, 404A, 405A, 406A, 407A, 408A, 409A, 410A, 501A, 502A, 503A, 504A, 505A, 506A, 507A, 508A, 509A, 510A.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 201 126 WELLINGTON PARADE EAST MELBOURNE VIC 3002

AK849801V 20/01/2014

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AV044624J 23/11/2021

Additional Owners Corporation Information:

OC016165C 31/10/2012

Notations:

Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. The members of Owners Corporation 2 are responsible for the care and maintenance of Common Property No. 2.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101A	150	150
Lot 102A	150	150
Lot 103A	150	150
Lot 104A	150	150



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/10/2024 09:21:04 AM

OWNERS CORPORATION 2
PLAN NO. PS632398R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 105A	140	140
Lot 106A	140	140
Lot 107A	160	160
Lot 108A	205	205
Lot 109A	205	205
Lot 110A	185	185
Lot 201A	150	150
Lot 202A	150	150
Lot 203A	150	150
Lot 204A	150	150
Lot 205A	150	150
Lot 206A	150	150
Lot 207A	170	170
Lot 208A	185	185
Lot 209A	185	185
Lot 210A	185	185
Lot 301A	150	150
Lot 302A	150	150
Lot 303A	150	150
Lot 304A	150	150
Lot 305A	185	185
Lot 306A	150	150
Lot 307A	150	150
Lot 308A	150	150
Lot 309A	160	160
Lot 310A	185	185
Lot 311A	185	185
Lot 312A	185	185
Lot 401A	180	180



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/10/2024 09:21:04 AM

OWNERS CORPORATION 2
PLAN NO. PS632398R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 402A	185	185
Lot 403A	150	150
Lot 404A	150	150
Lot 405A	150	150
Lot 406A	150	150
Lot 407A	185	185
Lot 408A	150	150
Lot 409A	150	150
Lot 410A	150	150
Lot 501A	180	180
Lot 502A	185	185
Lot 503A	150	150
Lot 504A	150	150
Lot 505A	150	150
Lot 506A	150	150
Lot 507A	185	185
Lot 508A	150	150
Lot 509A	150	150
Lot 510A	150	150
Total	8410.00	8410.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 15/10/2024 09:21:03 AM

OWNERS CORPORATION 3
PLAN NO. PS632398R

The land in PS632398R is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 3, Lots 101B, 102B, 103B, 104B, 105B, 106B, 107B, 108B, 109B, 110B, 111B, 112B, 113B, 114B, 115B, 116B, 117B, 118B, 201B, 202B, 203B, 204B, 205B, 206B, 207B, 208B, 209B, 210B, 211B, 212B, 213B, 214B, 215B, 216B, 217B, 218B, 219B, 220B, 221B, 301B, 302B, 303B, 304B, 305B, 306B, 307B, 308B, 309B, 310B, 311B, 312B, 313B, 314B, 315B, 316B, 317B, 318B, 319B, 320B, 321B, 322B, 323B, 324B, 325B, 401B, 402B, 403B, 404B, 405B, 406B, 407B, 408B, 409B, 410B, 411B, 412B, 413B, 414B, 415B, 416B, 417B, 418B, 419B, 420B, 421B, 422B, 501B, 502B, 503B, 504B, 505B, 506B, 507B, 508B, 509B, 510B, 511B, 512B, 513B, 514B, 515B, 516B, 517B, 518B, 519B, 522B, 601B, 602B, 603B, 604B, 607B, 608B, 609B, 610B, 611B, 612B, 613B, 614B, 615B, 616B, 617B, 618B, 701B, 702B, 704B, 705B, 706B, 707B, 708B, 709B, 710B, 711B, 712B, 713B.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 201 126 WELLINGTON PARADE EAST MELBOURNE VIC 3002

AK849801V 20/01/2014

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AV044709A 23/11/2021

Additional Owners Corporation Information:

OC016166A 31/10/2012

Notations:

Members of Owners Corporation 3 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 3 is in the name of Owners Corporation 1. The members of Owners Corporation 3 are responsible for the care and maintenance of Common Property No. 3.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 101B	190	190



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/10/2024 09:21:03 AM

OWNERS CORPORATION 3
PLAN NO. PS632398R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 102B	150	150
Lot 103B	150	150
Lot 104B	180	180
Lot 105B	150	150
Lot 106B	150	150
Lot 107B	140	140
Lot 108B	150	150
Lot 109B	150	150
Lot 110B	150	150
Lot 111B	150	150
Lot 112B	140	140
Lot 113B	150	150
Lot 114B	150	150
Lot 115B	150	150
Lot 116B	190	190
Lot 117B	170	170
Lot 118B	120	120
Lot 201B	150	150
Lot 202B	150	150
Lot 203B	150	150
Lot 204B	150	150
Lot 205B	190	190
Lot 206B	150	150
Lot 207B	150	150
Lot 208B	150	150
Lot 209B	150	150
Lot 210B	140	140
Lot 211B	140	140
Lot 212B	140	140



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/10/2024 09:21:03 AM

OWNERS CORPORATION 3
PLAN NO. PS632398R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 213B	140	140
Lot 214B	150	150
Lot 215B	140	140
Lot 216B	140	140
Lot 217B	190	190
Lot 218B	140	140
Lot 219B	150	150
Lot 220B	120	120
Lot 221B	210	210
Lot 301B	150	150
Lot 302B	150	150
Lot 303B	150	150
Lot 304B	150	150
Lot 305B	210	210
Lot 306B	150	150
Lot 307B	150	150
Lot 308B	150	150
Lot 309B	150	150
Lot 310B	150	150
Lot 311B	150	150
Lot 312B	150	150
Lot 313B	150	150
Lot 314B	140	140
Lot 315B	150	150
Lot 316B	150	150
Lot 317B	190	190
Lot 318B	150	150
Lot 319B	150	150
Lot 320B	150	150



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS632398R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 321B	180	180
Lot 322B	150	150
Lot 323B	190	190
Lot 324B	210	210
Lot 325B	210	210
Lot 401B	150	150
Lot 402B	150	150
Lot 403B	150	150
Lot 404B	150	150
Lot 405B	150	150
Lot 406B	190	190
Lot 407B	190	190
Lot 408B	190	190
Lot 409B	150	150
Lot 410B	150	150
Lot 411B	150	150
Lot 412B	150	150
Lot 413B	150	150
Lot 414B	190	190
Lot 415B	150	150
Lot 416B	150	150
Lot 417B	150	150
Lot 418B	180	180
Lot 419B	150	150
Lot 420B	190	190
Lot 421B	210	210
Lot 422B	210	210
Lot 501B	150	150
Lot 502B	150	150



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/10/2024 09:21:03 AM

OWNERS CORPORATION 3
PLAN NO. PS632398R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 503B	150	150
Lot 504B	150	150
Lot 505B	150	150
Lot 506B	190	190
Lot 507B	190	190
Lot 508B	190	190
Lot 509B	150	150
Lot 510B	150	150
Lot 511B	150	150
Lot 512B	150	150
Lot 513B	150	150
Lot 514B	190	190
Lot 515B	150	150
Lot 516B	150	150
Lot 517B	150	150
Lot 518B	180	180
Lot 519B	190	190
Lot 522B	210	210
Lot 601B	150	150
Lot 602B	150	150
Lot 603B	150	150
Lot 604B	210	210
Lot 607B	210	210
Lot 608B	150	150
Lot 609B	150	150
Lot 610B	150	150
Lot 611B	150	150
Lot 612B	190	190
Lot 613B	150	150



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/10/2024 09:21:03 AM

OWNERS CORPORATION 3
PLAN NO. PS632398R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 614B	150	150
Lot 615B	150	150
Lot 616B	190	190
Lot 617B	190	190
Lot 618B	210	210
Lot 701B	210	210
Lot 702B	190	190
Lot 704B	210	210
Lot 705B	210	210
Lot 706B	150	150
Lot 707B	150	150
Lot 708B	150	150
Lot 709B	190	190
Lot 710B	150	150
Lot 711B	150	150
Lot 712B	190	190
Lot 713B	190	190
Total	21780.00	21780.00

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

Statement End.



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 2897
Date of Issue: 29 October 2024
Applicant's Reference: 74573061-020-3:69189

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

Assessment Number: 10043055	Check Digit: 2
Property Description: Lot 201A PS 632398	
Property Address: 201A/1 Colombo Street, MITCHAM VIC 3132	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2024 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2024.

Site Value:	\$28,000
Capital Improved Value:	\$285,000
Net Annual Value:	\$14,250

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2025

DECLARED BY COUNCIL 24 JUNE 2024

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2025

General Rates	394.00
FSPL Fixed Charge	132.00
FSPL Variable Rate	24.75
Waste Service Charges	75.10
TOTAL CURRENT LEVIED	\$625.85

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING **\$625.85**

For Waste Service charge details, please see page 3
FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2024/2025 rating year, due dates for instalments are 30 September 2024, 30 November 2024, 28 February 2025 and 31 May 2025. Due date for lump sum payment is 15 February 2025.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;
- all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and
- unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit <https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply> or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

BIN SERVICES AT PROPERTY (Please note: if there are multiple bins of the same type and size, they will list separately below):

For further information on the items that the waste service charges can comprise of, please see:
<https://www.whitehorse.vic.gov.au/waste-environment/rubbish-recycling/bin-services/waste-service-charge>

COMMENTS:

Authorised Officer:

A handwritten signature in blue ink, appearing to read 'G. M. Stull', is written over a horizontal line.

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0100430552
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

Property Clearance Certificate

Land Tax



INFOTRACK / TICK BOX CONVEYANCING SERVICES

Your Reference:	24/13084
Certificate No:	80319499
Issue Date:	15 OCT 2024
Enquiries:	ESYSPROD

Land Address: UNIT 201A, 1 COLOMBO STREET MITCHAM VIC 3132

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40222131	201A	632398	11385	677	\$0.00

Vendor: JANETTE LINDA MONCRIEFF
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS JANETTE LINDA MONCRIEFF	2024	\$28,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$270,000
SITE VALUE:	\$28,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 80319499

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$28,000

Calculated as \$0 plus (\$28,000 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 80319499

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 80319499

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / TICK BOX CONVEYANCING SERVICES

Your Reference:	24/13084
Certificate No:	80319499
Issue Date:	15 OCT 2024
Enquires:	ESYSPROD

Land Address: UNIT 201A, 1 COLOMBO STREET MITCHAM VIC 3132					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
40222131	201A	632398	11385	677	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
125.3	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$270,000
SITE VALUE:	\$28,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80319499

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / TICK BOX CONVEYANCING SERVICES

Your Reference:	24/13084
Certificate No:	80319499
Issue Date:	15 OCT 2024

Land Address: UNIT 201A, 1 COLOMBO STREET MITCHAM VIC 3132

Lot	Plan	Volume	Folio
201A	632398	11385	677

Vendor: JANETTE LINDA MONCRIEFF
Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 80319499

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 80319494 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 80319494 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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15th October 2024

Tick Box Conveyancing Services C/- InfoTrack (LEAP
LANDATA

Dear Tick Box Conveyancing Services C/- InfoTrack (LEAP,

RE: Application for Water Information Statement

Property Address:	201A/1 COLOMBO STREET MITCHAM 3132
Applicant	Tick Box Conveyancing Services C/- InfoTrack (LEAP LANDATA
Information Statement	30891737
Conveyancing Account Number	7959580000
Your Reference	450448

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate
- Indemnity

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	201A/1 COLOMBO STREET MITCHAM 3132
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

This property has remotely read water meters fitted. Occasional access to the water meter may be required.

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	201A/1 COLOMBO STREET MITCHAM 3132
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STATEMENT UNDER SECTION 158 WATER ACT 1989

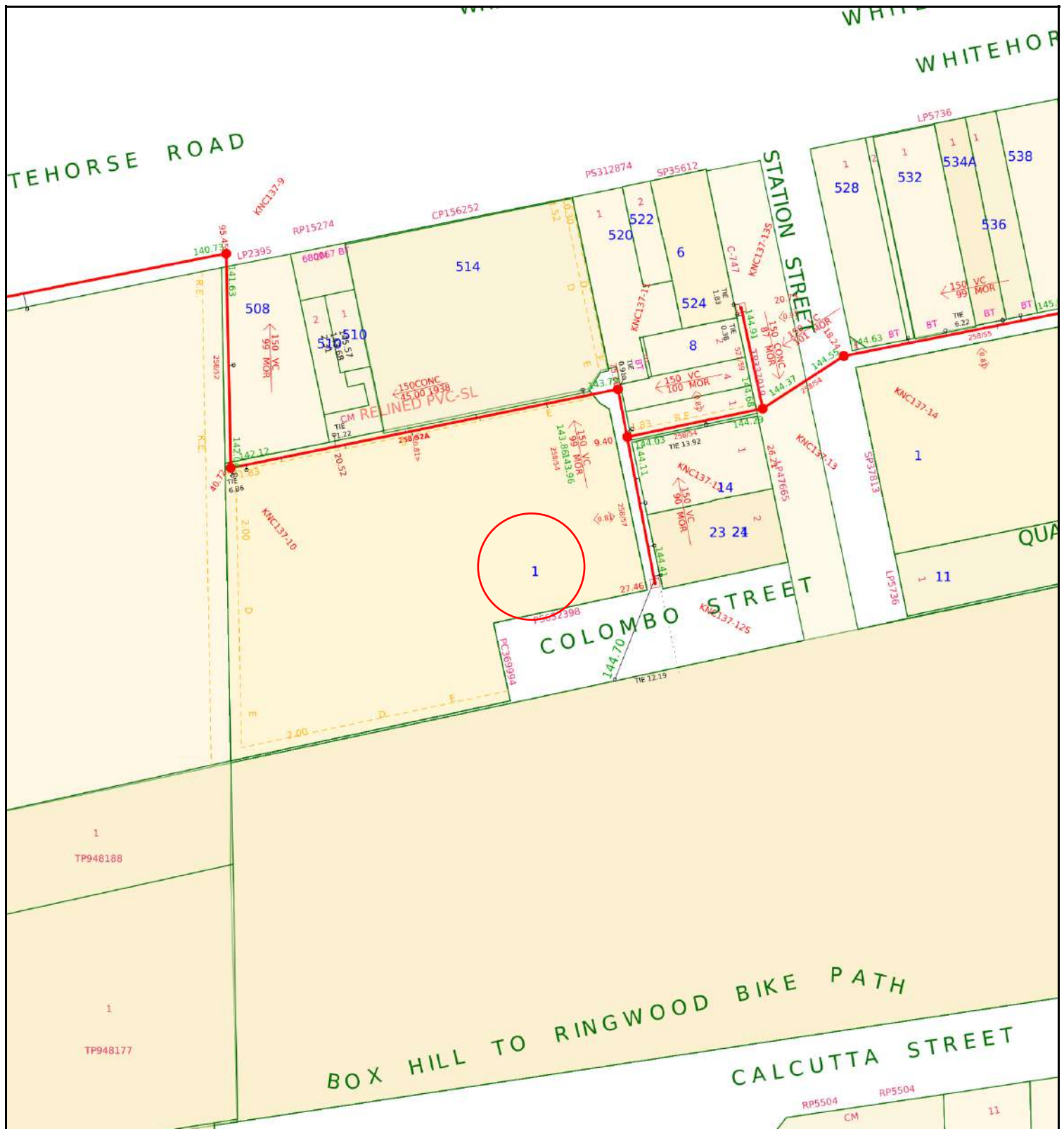
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water
Information Statement
Number: 30891737**

Address	201A/1 COLOMBO STREET MITCHAM 3132
Date	15/10/2024
Scale	1:1000



ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Tick Box Conveyancing Services C/- InfoTrack (LEAP)
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8698405934
Rate Certificate No: 30891737

Date of Issue: 15/10/2024
Your Ref: 450448

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 201A/1 COLOMBO ST, MITCHAM VIC 3132	201A\PS632398	5008964	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge Step 1 – 1.000000kL x \$3.34380000 = \$2.69 Step 1 – 0.000000kL x \$3.43420000 = \$0.67 Estimated Average Daily Usage \$0.04	17-04-2024 to 18-07-2024	\$3.36	\$0.00
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	\$119.50	\$119.50
Parks Fee	01-10-2024 to 31-12-2024	\$21.98	\$21.98
Drainage Fee	01-10-2024 to 31-12-2024	\$30.77	\$30.77
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$193.11



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a **Special Meter Reading**:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 5008964

Address: UNIT 201A/1 COLOMBO ST, MITCHAM VIC 3132

Water Information Statement Number: 30891737

HOW TO PAY



Biller Code: 314567
Ref: 86984059346

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

M M B W
JUN 1979
EASTERN PS DEPOT

INDEMNITY

M M B W
29 JUN 1979
EASTERN PS DEPOT

RECEIVED
11 JUN 1980
EASTERN DEPOT

I/We J. A. Mayne
of NADAVOC Industries
having requested the Board to issue a plan of sanitary drainage and plumbing
for my/our premises known as 1-19 COCOMBO ST NUNAWADING,
fully understand there is danger that in carrying out such work damage may be
caused to the said premises by reason of the fact that drains will have to be
laid in close proximity to the building. In consideration of the Board giving
its consent to the issue of such plan I/we the said

.....for..... heirs
executors, administrators or assigns hereby undertake and agree to save harmless
and keep indemnified the said Board from all action, cause of action and suits
at law and all costs expenses losses damage or injury which may be caused to
the said premises by reason of the construction and/or maintenance of the
said work.

Dated this

27th

day of

June

19

79

Signed by the said

J. Mayne

.....in the presence of:

H. Gilbert

(Witness)

M M B W
11 JUN 1980
EASTERN PS DEPOT

#1 - Vic Duty STAND
ON THIS CO

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporation Act 2006 &
Regulation 11 Owners Corporations Regulations 2018

Owners Corporation No: **Plan of Subdivision No. 632398R-1**
1-19 Colombo Street, Mitcham, VIC, 3132
Mitcham Village

Vendor: Janette Linda Moncrieff

Purchaser:

Reference: 24/13084

Applicant for the Certificate is: InfoTrack on behalf of Tick Box
Conveyancing Service

Address for delivery of Certificate: ownerscorp@infotrack.com.au

Date the application was received: 16th October, 2024

The information on this certificate was issued on: 30th October, 2024

This certificate is issued for **Lot 201A** on Plan No 632398R-1 the postal address of which is **Unit 201A / 1-19 Colombo St, MITCHAM VIC 3132**

1. The present fees for the above lot are **\$2,674.92** per annum inclusive of GST; paid quarterly 1 March, 1 June, 1 September, 1 December; each year.

Admin Fund (P.A.)	\$1,886.96
Maintenance Fund (P.A.)	\$ 787.96

2. 2.1 Admin Fund Fees are currently paid to **6th October, 2024**
2.2 Maintenance Fund Fees are currently paid to **18th August, 2024**
3. 3.1 Unpaid fees and levies, including GST and interest now total

Administrative Fund

Breach notice charge	\$220.00
(09/09/2024 – GST \$20.00)	
Interest owing	\$0.00
Subtotal amount owing	\$220.00

Maintenance Fund

Special Levy from Building Repair Work – Common Area	\$9,403.79
Interest owing	\$113.36
Subtotal amount owing	\$9,517.15

Total Amount Owning**\$9,737.15**

3.2 Prepaid levies including GST now total

Amount Prepaid**\$0.00******* Payment Details *******Biller Code****96503****Reference****28178683010000129014**

Payment Note ; Where there are any arrears or fees owing for the Lot, please confirm current balance prior to settlement ; as if the arrears have been referred to debt collection, recovery fees, legal fees and interest will continue to accrue and increase the amount owed, until all amounts owing are paid in full ; and all debts remain with the Lot until paid in full, regardless of any change in owner.

4. The following special fees or levies have been struck and are due and payable:
 - *Special levies for common property building repairs in accordance with a Ballot finalised on 22nd June 2024 (refer paragraph 3 above). These fees were due on 19 August 2024.*
5. The Owners Corporation has performed or is about to perform the following repairs, work or act, which may incur an additional charge to that set out above.
None at this time.

Interest on arrears:

As per section 29 of the Owners Corporation Act 2006, the Owners Corporation is charging interest on all outstanding fees and charges that are still outstanding after the due date at the maximum rate allowed under the Penalty Interest Rates Act 1983.

6. The Owners Corporation presently has the following insurance cover:
As Attached
7. The members of the Owners Corporation resolved that the members may arrange their own insurance cover under section 63 of the Act
Not Applicable
8. Total funds held by Owners Corporation (including any investment accounts):
\$516,013.15
9. The Owners Corporation has not any contingent liabilities not otherwise shown or budgeted for in Items 1, to 5 except following
None to our knowledge
10. The Owners Corporation has not granted any lease, licence or has any agreements affecting the common property except the following:
None to our knowledge

11. The Owners Corporation has not made any agreement to provide services to members and occupiers for a fee except the following:

On 8 December 2021 special resolutions in compliance with sections 12 and 18 of the Owners Corporations Act 2006 to commence legal proceedings against LU Simon Builders Pty Ltd for remediation or damages and other relief arising in consequence of building defects on behalf of the Owners Corporation and affected private lot owners.

Services to member has been authorised by the lot owner to effect certain private lot repairs. Further information can be provided on request from our offices.

12. The Owners Corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following

None to our knowledge

13. The Owners Corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following

1. Various VCAT and Magistrates Court actions/ applications for recovery of arrears.

2. The Owners Corporation has instituted legal proceedings against LU Simon Builders Pty Ltd -VCAT REF BP637/2022 in regard to a claim for building defects.

A copy of the Building reports compiled by Buildspect in regard to the known defects are enclosed.

Note: A ballot was issued on 18th November 2021 and Notice of the results of the Ballot authorising this action are attached as an addendum.

3. A small number of the members have threatened legal action against the OC but no proceedings have been appropriately instituted at this time

14. The Owners Corporation has resolved to appoint AOCM Pty Ltd as manager whose postal address is Suite 1118, 1 Queens Road, Melbourne, VIC 3004

15. No appointment or proposal has been made for the appointment of an administrator except as follows:

None to our knowledge

16. A copy of the rules of the Owners Corporation is attached.

17. A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.

18. A copy of the minutes of the most recent Annual General Meeting of the Owners Corporation is attached.

19. Other documents of a prescribed kind:

None to our knowledge

20. Further information on prescribed matters can be obtained by inspection of the Owners Corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 13 above. Prescribed fees will apply for the provision of a copy of any document
21. Outstanding Matters

Owners Corporation Act Victoria 2006 Section 151 - The Common Seal of Owners Corporation Plan No 632398R-1 was hereunto affixed in the presence of Australian Owners Corporation Pty Ltd.

DATED: 30th October, 2024



Danielle Strimling

Owners Corporation Manager



***Suite 1118,
Level 11, 1 Queens Road,
Melbourne, Victoria, 3004***

Owners Corporation Certificate Notes:

1. The information provided within this certificate is correct to the best of our knowledge as at the date of issue. Circumstances can change daily and information may be altered without notice and without our control and or knowledge.
2. AOCM Pty Ltd accepts no liability for changes to details without prior written confirmation to you.

OWNERS CORPORATION STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporation Act 2006 &
Regulation 11 Owners Corporations Regulations 2018

Owners Corporation No: **Plan of Subdivision No. 632398R-2**
1-19 Colombo Street, Mitcham, VIC, 3132
Mitcham Village

Vendor: Janette Linda Moncrieff

Purchaser:

Reference: 24/13084

Applicant for the
Certificate is: InfoTrack on behalf of Tick Box
Conveyancing Service

Address for delivery of
Certificate: ownerscorp@infotrack.com.au

Date the application was
received: 16th October, 2024

The information on this
certificate was issued on: 30th October, 2024

This certificate is issued for **Lot 201A** on Plan No 632398R-2 the postal address of which is
Unit 201A / 1-19 Colombo St, MITCHAM VIC 3132

1. The present fees for the above lot are **\$705.52** per annum
paid quarterly 1 March, 1 June, 1 September & 1 December each year.

Admin Fund (P.A.)	\$319.56
Maintenance Fund (P.A.)	\$385.96

2. 2.1 Admin Fund Fees are currently paid to **30th November, 2024**
2.2 Maintenance Fund Fees are currently paid to **30th November, 2024**
3. 3.1 Unpaid fees and levies, including GST and interest now total

Administrative Fund

Amount owing	\$0.00
Interest owing	\$0.00
Subtotal amount owing	\$0.00

Maintenance Fund

Amount owing	\$0.00
Interest owing	\$0.00
Subtotal amount owing	\$0.00

Total Amount Owing **\$0.00**

3.2 Prepaid levies including GST now total

Amount Prepaid **\$1.57**

***** Payment Details *****

Biller Code **96503**
Reference **23880735810000130892**

Payment Note ; Where there are any arrears or fees owing for the Lot, please confirm current balance prior to settlement ; as if the arrears have been referred to debt collection, recovery fees, legal fees and interest will continue to accrue and increase the amount owed, until all amounts owing are paid in full ; and all debts remain with the Lot until paid in full, regardless of any change in owner.

4. The following special fees or levies will be struck and will become due and payable:
None at this time
5. The Owners Corporation has performed or is about to perform the following repairs, work or act, which may incur an additional charge to that set out above.
None at this time.

Interest on arrears:

As per section 29 of the Owners Corporation Act 2006, the Owners Corporation is charging interest on all outstanding fees and charges that are still outstanding after the due date at the maximum rate allowed under the Penalty Interest Rates Act 1983.

6. The Owners Corporation presently has the following insurance cover:
As Attached
7. The members of the Owners Corporation resolved that the members may arrange their own insurance cover under section 63 of the Act
Not Applicable
8. Total funds held by Owners Corporation (including any investment accounts):
\$299,691.74
9. The Owners Corporation has not any contingent liabilities not otherwise shown or budgeted for in Items 1, to5 except following
None to our knowledge
10. The Owners Corporation has not granted any lease, licence or has any agreements affecting the common property except the following:
None to our knowledge
11. The Owners Corporation has not made any agreement to provide services to members and occupiers for a fee except the following:
On 8 December 2021 special resolutions in compliance with sections 12 and 18 of the Owners Corporations Act 2006 to commence legal proceedings against LU Simon Builders

Pty Ltd for remediation or damages and other relief arising in consequence of building defects on behalf of the owners Corporation and affected private lot owners.

Services to members may be provided in the coming months to effect private lot repairs at the cost of each affected owner.

12. The Owners Corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following
None to our knowledge
13. The Owners Corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following
 - 1. Various VCAT and Magistrates Court actions/ applications for recovery of arrears.***
 - 2. The Owners Corporation has instituted legal proceedings against LU Simon Builders Pty ltd -VCAT REF BP637/2022 in regard to a claim for building defects. A copy of the Building reports compiled by Buildspect in regard to the known defects are enclosed.***
Note: A ballot was issued on 18th November 2021 and Notice of the results of the Ballot authorising this action are attached as an addendum.
 - 3. A small number of the members have threatened legal action against the OC but no proceedings have been appropriately instituted at this time***
14. The Owners Corporation has resolved to appoint AOCM Pty Ltd as manager whose postal address is Suite 1118, 1 Queens Road, Melbourne, VIC 3004
15. No appointment or proposal has been made for the appointment of an administrator except as follows:
None to our knowledge
16. A copy of the rules of the Owners Corporation is attached.
17. A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
18. A copy of the minutes of the most recent Annual General Meeting of the Owners Corporation is attached.
19. Other documents of a prescribed kind:
None to our knowledge
20. Further information on prescribed matters can be obtained by inspection of the Owners Corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 13 above. Prescribed fees will apply for the provision of a copy of any document
21. Outstanding Matters
None to our knowledge

Owners Corporation Act Victoria 2006 Section 151 - The Common Seal of Owners Corporation Plan No 632398R-1 was hereunto affixed in the presence of Australian Owners Corporation Pty Ltd.

DATED: 30th October, 2024



Danielle Strimling

Owners Corporation Manager



Suite 1118,

Level 11, 1 Queens Road, Melbourne, Victoria, 3004

Owners Corporation Certificate Notes:

1. The information provided within this certificate is correct to the best of our knowledge as at the date of issue. Circumstances can change daily and information may be altered without notice and without our control and or knowledge.
2. AOCM Pty Ltd accepts no liability for changes to details without prior written confirmation to you.

OWNERS CORPORATION STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

Certificate of Currency

Insured:	OC 632398R
Policy Number:	93211246
Policy Period:	From: 4PM on 29/10/2023 To: 4PM on 29/10/2024
Particulars Of Insurance:	Residential Strata Insurance as outlined in Chubb Owners Corporation Elite Package Chubb16-275-0521
Location:	1 - 19 Colombo Street, Mitcham VIC 3132
Sum Insured:	
Building & Common property	\$56,490,078
Temporary Accommodation and Loss of Rent	\$8,389,616
Catastrophe Extension and Owners Improvements	\$16,779,231
First Loss Terrorism	Not Insured
General Liability	\$20,000,000
Crime Insurance	\$100,000
Machinery Breakdown	\$100,000
Management Committee Liability	\$5,000,000
Voluntary Workers (in the aggregate any one period)	\$500,000
Voluntary Workers (per volunteer)	\$200,000
Professional Expenses (in the aggregate any one period)	\$30,000
Appeal Expenses (in the aggregate any one period)	\$150,000
Chubb Proportion:	100%
Date:	27 October 2023

All the values on this Certificate of Currency are correct as at 27 October 2023 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

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

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

A handwritten signature in dark ink, appearing to read 'Ana De Corrado', with a horizontal line underneath.

Ana De Corrado | **Chubb Insurance Australia Limited**



**NOTICE OF RESULTS OF SPECIAL RESOLUTION AND
ORDINARY RESOLUTIONS**

Dated 22ND November 2021

OC 632398R

PPTY:1-19 Colombo st Mitcham 3132

Dear Member,

We wish to advise that the Special Resolutions and Ordinary Resolutions as set out below were approved by Ballot.

**SPECIAL RESOLUTIONS TO COMMENCE VCAT ACTION AGAINST THE BUILDER OR
OTHER RESPONSIBLE PARTIES TO REMEDIATE BUILDING DEFECTS OR FOR DAMAGES**

Pursuant to and in compliance with Sections 12 and 18 of the Owners Corporations Act 2006, (the "OC Act") the Owners Corporation hereby makes the following Special Resolutions:

1. To apply to DBDRV for resolution of the defective building work dispute in accordance with the provisions of the Domestic Building Contracts Act 1995 on behalf of the Owners Corporation and by way of provision of a service to and on behalf of affected private Lot owners who have sustained private property damage.
2. Failing resolution of the domestic building work dispute to commence legal proceedings in the Victorian Civil and Administrative Tribunal (VCAT) and by way of provision of a service to, and on behalf of, affected private Lot owners, against the builder, L.U Simon Builders Pty Ltd and any other responsible party for remediation or damages and other relief arising in consequence of building defects.

The Owners Corporation hereby resolves to make the following ORDINARY RESOLUTIONS to grant the Committee powers in relation to the proceedings against the builder:

3. That all powers and functions that may be delegated are hereby delegated to the committee and two members of the Owners Corporation are authorised to



witness the affixing of the seal of the Owners Corporation on an instrument of delegation.

4. That the committee is hereby authorised and empowered to instruct the Lawyers and Experts employed by the Owners Corporation and any two committee members are hereby authorised to represent the Owners Corporation in relation to the proceedings at DBDRV and at VCAT and represent the Owners Corporation at any mediation or compulsory conference with the power to enter into final written Terms of Settlement.

5. It is noted however that the Committee is instructed to report back to the members of the Owners Corporation and keep them fully informed in relation to progress as to settlement of the proceedings.

NB: Resolutions 1 to 5 inclusive must be voted upon as one indivisible whole.

The results were:

Total lot entitlements: 31042
Votes in favour 23484 (75.65%)
Abstentions -0
Percentage of votes in favour of the Resolutions 75.65 % accordingly the Special and Ordinary resolutions passed.

Kind Regards,

Danielle Strimling

OC Manager

OC609019K

8th December 2021.

Ref No. 17032/02

Report on Property at 1-19 Colombo Street, Mitcham



Prepared for	Owners Corporation PS632398R
Instructed by	CLP Lawyers
VCAT reference	
Date of inspections	7 July 2021 and 25 July 2022
Date of report	30 August 2022
Prepared by	Buildspect Consulting Pty Ltd Mr Nicholas Warton, Building Consultant

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Introduction

At the request of Jonathan Cohen of CLP Lawyers, on behalf of Owners Corporation PS632398R, I re-inspected the property at 1-19 Colombo Street, Mitcham on the day of 25 July 2022. I was provided access by the building manager and was accompanied by Peter Kyriakou of Buildspect.

The owners and occupants were present at the time of the inspection but took no part in the inspection.

The purpose of my inspections was to examine and prepare a report addressing typical defects appearing throughout the building by an examination of sufficient examples of apartments with similar layout and orientation to form a firm and considered opinion as to the work required for remediation for all lots exhibiting the effect of the defects.

We refer to the list of numerous defects provided by the lot owners (refer to Attachment E) in said letter and note not all lots who are included in the claim have advised of defects.

We will provide recommendations for recertification.

We will provide costings for rectification.

Buildspect previously inspected the property under instruction from Noble Lawyers dated 24 May 2021 and provided a report dated 6 September 2021 (ref no. 17032). This report will include the observations of the Buildspect report dated 6 September 2021 and respond to the new instructions received from CLP Lawyers above.

I was aware that there was a legal action underway and that my report might be used in that action.

Documents

I was provided with copies of several documents. A list of those documents is included as Attachment D to this report.

The following Building Codes, Standards and Guides have been referenced in this document.

- National Construction Code Series 2010, Building Code of Australia, Volume 1 (**BCA V1:2010**)
- SAA HB 39:1997 Installation code for metal roof and wall cladding (**SAA HB 39:1997**)
- Building Commission's Guide to Standards and Tolerances 2007 (**GTST:2007**)
- Australian Standard AS 4654.2-2009 Waterproofing membrane systems for exterior use – Above ground level Part 2: Design and installation (**AS 4654.2:2009**)

Photographs

While on site I took several photographs. These are included in Attachment B to this report with each photograph numbered and briefly described.

The Property

The site is an odd shape facing south and falls to the west. There is constructed on the site a 7-level apartment complex with ground floor retail and 2 basement car parks.

The concrete structure features aluminium windows and a bituminous waterproof membrane to the roof. There is a feature open courtyard to the centre of the building which is located above basement carpark 1. The front door faces south.

Limitations

I did not have access to private lots to the ground floor at the inspection on the 7 July 2021.

Photographs 209 to 212 were taken by Buildspect consultant, Peter Kyriakou on a Samsung mobile phone during the 25 July 2022 inspection after the camera battery became flat.

Observations

Common Property

1. Water ingress

Water ingress to the basement carpark

- 1.1. There is efflorescence and the Bondek has rusted to the southwest corner of the bin room (refer to Photograph 1 and Photograph 2).
- 1.2. There is efflorescence and the Bondek has rusted at carpark 73 southwest corner (refer to Photograph 3 and Photograph 4).
- 1.3. There is efflorescence and calcium deposits at a PVC pipe penetration with the builder installing a tray to prevent calcium from falling on vehicles at carpark 70 to the south elevation (refer to Photograph 5 and Photograph 6).
- 1.4. There are calcium deposits on the bonnet of the vehicle located at carpark 70 (refer to Photograph 7).
- 1.5. There is efflorescence and calcium deposits at a PVC pipe penetration with the builder installing a tray likely to prevent calcium from falling on vehicles at carpark 68 to the south elevation (refer to Photograph 8 and Photograph 9).
- 1.6. There is efflorescence and the concrete is cracked to the south elevation above visitor carpark 6 (refer to Photograph 10 to Photograph 12).
- 1.7. There are calcium deposits to the ground concrete slab of visitor carpark 6 consistent with falling from the concrete roof above (refer to Photograph 13 and Photograph 14).
- 1.8. There is calcification from a PVC pipe penetration, the metal water pipe is rusted with calcification forming and there are calcium deposits to the concrete slab to carpark 65 to the centre of the carpark (refer to Photograph 15 to Photograph 17).

- 1.9. There is efflorescence, severe calcification build-up and there are calcium deposits to the ground concrete slab to the concrete beam located above carpark 43 to the centre of the carpark (refer to Photograph 18 to Photograph 20).
- 1.10. There is efflorescence, severe calcification build-up and rusty steel components to the concrete beams and pipe penetrations, and cracks forming in the concrete ceiling through the centre of the carpark located near carpark 48 including surrounding carparks (refer to Photograph 21 to Photograph 35).
- 1.11. There is a metal tray approximately 500 mm wide and extends through the centre of the basement carpark directly fixed to the concrete ceiling. There is efflorescence visible on either side of the tray consistent with water ingress from the open courtyard above (refer to Photograph 36 to Photograph 38).
- 1.12. There are further drip trays installed throughout the centre of the basement carpark with efflorescence, severe calcium build up, rusting of metal components and the concrete is cracking to the ceiling and around pipe penetrations consistent with water ingress from the courtyard above (refer to Photograph 39 to Photograph 61).
- 1.13. There is efflorescence, calcium build up and cracking of the concrete to the west end of basement carpark near the laundry (refer to Photograph 62).
- 1.14. There is efflorescence, calcium build up and cracking of the concrete to the east end of basement carpark near the entrance ramp (refer to Photograph 63 to Photograph 68).
- 1.15. The water staining, efflorescence, rusting of metal components and calcium deposits is consistent with failed waterproofing of the above ground upper and lower courtyards including planter boxes, garden beds and private lot owner courtyards to the ground floor.
- 1.16. Water must be prevented from causing deterioration of building elements and damage to amenities for occupants in accordance with the building code.
- 1.17. The BCA V1:2010, FP1.4, states:

"A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

(a) unhealthy or dangerous conditions, or loss of amenity for occupants; and

(b) undue dampness or deterioration of building elements.

Limitation:

FP1.4 does not apply to—

(a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or

(b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or

(c) an open spectator stand or open-deck carpark."

Above ground paving and planter boxes

- 1.18. There are planter boxes installed to common courtyard areas and private lot areas located directly above the basement carpark (refer to Photograph 69 to Photograph 71).
- 1.19. Over flashings and capping flashings are not installed to the planter boxes to the ground floor courtyards including private lots (refer to Photograph 72 to Photograph 75).
- 1.20. There is paving installed to the common courtyard areas and private lot areas located directly above the basement carpark (refer to Photograph 76 and Photograph 77).
- 1.21. The water ingress to all areas of the basement is consistent with failed waterproofing of the paved and planter box areas.

Water ingress to the stairwell

- 1.22. There is efflorescence, water staining and cracking of the concrete to staircase 01 with an above ground planter box backing onto the block wall (refer to Photograph 78 to Photograph 79).
- 1.23. There is severe calcification and water staining directly below the stairwell in the basement carpark consistent with waterproof failure of the planter box (refer to Photograph 80).
- 1.24. The planter box fill is removed from the planter box revealing the waterproof membrane to be consistent with the appearance of an internal waterproofing membrane (refer to Photograph 81 to Photograph 84).
- 1.25. The failed above ground waterproofing and water ingress into the basement and stairwell which is causing deterioration of building elements and loss of amenity to the occupants does not comply with the building code and is defective works by the builder.

Recommendation

- 1.26. Rectify the water ingress to the basement carpark including all above ground waterproofed areas and all consequential and associated damage.

The following could be considered for rectification.

- 1.27. Remove plants from garden beds and planter boxes.
- 1.28. Remove all fill and soil from planter boxes.
- 1.29. Remove crazy paving and tiling from private lot court yards.
- 1.30. Remove tiling from common and private areas.
- 1.31. High pressure clean planter boxes.
- 1.32. Grind surfaces to the planter boxes, garden beds and paving areas ready for waterproofing.
- 1.33. Apply screed for fall to drainage.
- 1.34. Install external waterproofing membrane to all planter boxes, garden beds and paved areas.
- 1.35. Reinstall fill, soil to the planter boxes and garden beds.

- 1.36. Plant the plants for the garden beds.
- 1.37. Lay crazy paving to the paved areas.
- 1.38. Lay paving.
- 1.39. Render all planter boxes.

2. Water tanks

- 2.1. There is efflorescence to the block walls surrounding the water tanks consistent with cracking and waterproof failure of the concrete water tanks (refer to Photograph 85 to Photograph 89).
- 2.2. The builder has installed waterproofing and sealant to areas in the water tank and are claiming that the water tank is now watertight (refer to Photograph 90 and Photograph 91).
- 2.3. The builder has not removed building materials or cleaned out the concrete water tanks ready for water testing (refer to Photograph 92).
- 2.4. The efflorescence to the block walls should be removed so that once the water tanks are filled the sealing of the water tanks can be monitored.

Recommendation

The following could be considered to ensure the water tank is watertight:

- 2.5. Clean out the water tanks and commission pumps.
- 2.6. Clean off the efflorescence to the block walls surrounding the water tanks.
- 2.7. Complete a dilapidation inspection of the walls surrounding the water tanks.

3. Cracking to external walls

- 3.1. There is cracking up to 10 mm wide to the west elevation of building B which is poorly filled by the builder in an attempt to rectify (refer to Photograph 93 to Photograph 96).
- 3.2. There is cracking where expansion joints do not extend through the full width of the concrete wall panels to the south elevation of building B (refer to Photograph 97 to Photograph 100).
- 3.3. There is cracking to the concrete wall panels to the north elevation of building A visible from the roof, which is poorly filled by the builder in an attempt to rectify (refer to Photograph 101 to Photograph 109).
- 3.4. There are tension plates which have not been filled in using structural grout. There is white silicone installed to the surrounds to prevent water from entering the building (refer to Photograph 110).
- 3.5. Where tension plates have been filled using a structural grout, the fill is cracking away consistent with excessive movement to walls visible from the lower roof (refer to Photograph 111 to Photograph 113).
- 3.6. Cracks in wall cladding should not be visible from normal viewing positions in accordance with the authority's guide.

3.7. The GTST:2007, 5.02 Wall cladding, states:

“Staining, folds, splits, dents, open joints between panels, cracking and other distortions in wall cladding are defects if they are visible from a normal viewing position at ground level or an upper floor level.

Any corrosion of metal wall cladding is a defect.”

3.8. The cracking to the cladding does not comply with the authority’s guide and is defective works by the builder.

Recommendation

3.9. Monitor cracking for a period of 12 months.

3.10. Once confirmed there is no more movement render the areas with cracking for a consistent finish, approximately 100m².

4. Gaps to concrete wall panels

4.1. There are gaps between concrete wall panels exceeding 50 mm to building B (refer to Photograph 115 to Photograph 118).

4.2. There are metal plates used as over flashings and fixed to support the large gaps between concrete wall panels visible on the building B roof consistent with previous water ingress locations (refer to Photograph 119 to Photograph 124).

4.3. Due to the width of the panel joints, the above-mentioned metal plates are a temporary preventative measure to prevent water ingress into the building.

4.4. The owners corporation representative informed me that they had issues with water leaking into the building at these locations.

4.5. Water must not enter a building in accordance with the building code.

4.6. The BCA V1:2010, FP1.4, states:

“A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

(a) unhealthy or dangerous conditions, or loss of amenity for occupants; and

(b) undue dampness or deterioration of building elements.

Limitation:

FP1.4 does not apply to—

(a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or

(b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or

(c) an open spectator stand or open-deck carpark.”

- 4.7. The temporary fix at expansion joints needs to be rectified to ensure no future water ingress at these locations.

Recommendation

- 4.8. Rectify the gaps to concrete wall panels and all consequential and associated damage.

The following could be considered for rectification.

- 4.9. Install parapet cappings over the top of the precast concrete panels.

5. Roof ponding water

- 5.1. The Butynol waterproofing is ponding water to the west elevation of building B (refer to Photograph 125).
- 5.2. There is water staining and leaves are gathering at external edges of the waterproofed roof to the west elevation of building A (refer to Photograph 126 and Photograph 127).
- 5.3. There is water staining to external edges and around the solar panels to the building A waterproofed roof (refer to Photograph 128 and Photograph 129).
- 5.4. There are Butynol waterproofing sheets which are loose under foot consistent with insufficient adhesive being used to building A (refer to Photograph 130).
- 5.5. Surface water should not be retained to the finish surface in accordance with the building code.
- 5.6. The BCA V1:2010, FP1.3, states:
- “A drainage system for the disposal of surface water must—*
- (a) convey surface water to an appropriate outfall; and*
- (b) avoid the entry of water into a building; and*
- (c) avoid water damaging the building.”*
- 5.7. The falls to the above ground waterproofed roof do not drain to the outlets and is defective works by the builder.

Recommendation

- 5.8. Rectify the waterproofing to the roof areas and all consequential and associated damage.

The following could be considered for rectification.

- 5.9. Remove all roof services.
- 5.10. Remove pressure flashings.
- 5.11. Remove Butynol sheets.
- 5.12. Apply screed to drainage points.
- 5.13. Supply and install Butynol.
- 5.14. Install pressure flashings.

5.15. Install roof services.

6. Pressure flashings

6.1. The pressure flashings to the Butynol sheets are fixed to the concrete wall at more than 750 mm centres to the roofing of buildings A and B (refer to Photograph 131 to Photograph 133).

6.2. Pressure flashings should be fixed at centres not exceeding 100 mm in accordance with the building standards.

6.3. SAA HB 39:1997, 8.4 Wall and step flashings, states:

“For material, thickness, expansion, sizes and covers, and wall and step flashings, see Clause 8.1. Additionally, the following points are to be observed [see Figure 8.4(A)]:

(a) Fixings to align with roof covering ribs. Wall and step flashings are to incorporate a weathering fold, enter the masonry walls by at least 22 mm and the capping sealed as stated in Clause 8.3(b) [see Figure 8.4(A)(a)].

(b) All wall and step flashings are to be fastened into masonry walls with galvanised, aluminium/zinc alloy-coated or aluminium/zinc/magnesium-coated sheet metal wedges at each end of each length and other than pressure flashings at intermittent intervals not exceeding 500 mm [see Figure 8.4(B)]. Alternatively, sloped wall flashings are to incorporate a weathering fold fixed into a 25 mm deep saw cut [see Figure 8.4(A)(b)].

(c) Pressure flashings may be used in lieu of cutting grooves into walls, provided they are used only with smooth surface finished walls, e.g. smooth finished concrete or smooth finished brickwork with flush pointed mortar courses, provided [see Figure 8.4(C)]—

(i) the pressure flashings are purpose-made machine folded with a safety/stiffening fold at the upper edge or alternatively constructed with a safety/stiffening fold at 45° from vertical to allow for the placement of a silicone filler;

(ii) the sealant is applied in a sandwiched seal of approximately 20 mm wide;

(iii) the fixing of the flashing will ensure a durable seal is maintained;

(iv) the seal is protected from excessive movement due to expansion and contraction;

(v) the fixing centres are at no more than 100 mm spacings; and

(vi) the fixing devices are fit for purpose and compatible with the flashing material.

- (d) *Where high wind velocities are frequently encountered, extra cover and fasteners may be required to prevent wind-driven rain from entering the building.*

The joint containing the weathering fold is to be made watertight using mortar or appropriate sealants.

- (e) *Walls and step flashings to overlap by 50 mm in the direction of flow and be cleated by means of holding cuts [see Figure 8.4(D)].*
- (f) *Step flashings to be of uniform size and incorporate the angle of the roof slope.*
- (g) *No wall or step flashing to be fastened to other roof components or flashings.*
- (h) *On completion of the installation of all flashings and cappings—*
- (i) all debris to be removed from the roof;*
 - (ii) all traces of cement and mortar to be washed off; and*
 - (iii) excess sealant protruding from any roof component or roof covering, including flashings and cappings, to be removed.”*

- 6.4. The pressure flashings do not comply with the building standards and is defective works by the builder.

Recommendation

- 6.5. Refer to item 5 for rectification of this item.

7. Planter boxes

- 7.1. There are both common property and private allotment planter boxes at ground floor level. Planter boxes belonging to private allotments include:

- 7.1.1. Lot 101A/Apartment 101A
- 7.1.2. Lot 102A/Apartment 102A
- 7.1.3. Lot 103A/Apartment 103A
- 7.1.4. Lot 106A/Apartment 106A
- 7.1.5. Lot 107A/Apartment 107A
- 7.1.6. Lot 108A/Apartment 108A
- 7.1.7. Lot 109A/Apartment 109A
- 7.1.8. Lot 110A/Apartment 110A
- 7.1.9. Lot 101B/Apartment 111B
- 7.1.10. Lot 102B/Apartment 112B
- 7.1.11. Lot 103B/Apartment 113B
- 7.1.12. Lot 104B/Apartment 114B
- 7.1.13. Lot 105B/Apartment 115B
- 7.1.14. Lot 106B/Apartment 116B
- 7.1.15. Lot 107B/Apartment 117B
- 7.1.16. Lot 108B/Apartment 118B
- 7.1.17. Lot 109B/Apartment 119B

- 7.1.18. Lot 110B/Apartment 120B
 - 7.1.19. Lot 111B/Apartment 121B
 - 7.1.20. Lot 112B/Apartment 122B
 - 7.1.21. Lot 113B/Apartment 123B
 - 7.1.22. Lot 114B/Apartment 124B
 - 7.1.23. Lot 115B/Apartment 125B
 - 7.1.24. Lot 116B/Apartment 126B
 - 7.1.25. Lot 117B/Apartment 127B
 - 7.1.26. Lot 118B/Apartment 128B
- 7.2. There is efflorescence and calcification on the soffit throughout the first level basement carpark directly beneath the planter boxes consistent with water penetration through the slab and at the drainage penetrations (refer to Item 1 above).
- 7.3. The planter box should be completely sealed to the drainage outlets in accordance with the building standard.
- 7.4. AS 4654.2:2009, 2.7 Planter boxes, states:
- “Planter boxes shall have adequate drainage and a graded base to a drainage outlet(s). The drainage system shall prevent water rising above the overflow level of the membrane.*
- Planter boxes shall have an internal filtered riser for the purpose of relieving hydrostatic pressure.*
- NOTE: The protection boards are provided to minimize root damage to the waterproofing membrane. The suitability of the plants to be installed should be considered, as certain rooting systems are aggressive and may penetrate the membrane.*
- The membrane shall be sealed to the drainage outlet in accordance with Figure 2.17 and extended vertically to a height of 100mm above the soil or fill level.”*
- 7.5. Refer to Attachment F for AS4654.2:2009 Figure 2.17 Typical Planter Box Construction.
- 7.6. The waterproofing to the planter boxes does not comply with the building standard and is defective works by the builder.

Recommendation

- 7.7. Rectification has been included in item 1 above.

8. Building A stairwell

- 8.1. There is efflorescence and calcification forming to the north east corner and the centre of the ceiling of the stairwell at the rooftop level consistent with water ingress and failed waterproofing of the roof and east elevation rooftop wall (refer to Photograph 134 to Photograph 136).

8.2. A roof and external wall must prevent the entry of water into a building that could cause undue dampness or deterioration of building elements.

8.3. The BCA V1:2010, FP1.4, states:

“A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

(a) unhealthy or dangerous conditions, or loss of amenity for occupants; and

(b) undue dampness or deterioration of building elements.

Limitation:

FP1.4 does not apply to—

(a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or

(b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or

(c) an open spectator stand or open-deck carpark.”

8.4. The stairwell roof and wall at rooftop level does not comply with the building code and is defective work by the builder.

Recommendation

8.5. Rectify the water ingress from the roof and wall including all consequential and associated damage.

The following could be considered for rectification.

8.6. Remove existing waterproof membrane from rooftop.

8.7. Rectify the overflow drain pipe in the north west corner of the roof.

8.8. Waterproof the roof in accordance with the standard.

9. Building A lift shaft

9.1. I was advised by the facilities manager that the builder cut a penetration to the west elevation wall of the lift shaft at the rooftop level to install a new air vent approximately 300 x 600 mm in dimension (refer to Photograph 137).

9.2. I was provided with photographs and footage by the facilities manager of the demo saw that caused slurry which damaged the lift components. The electrical drive board was corroded as a result of the slurry (refer to Attachment G).

9.3. The penetration was not carried out with reasonable care and skill and is defective works by the builder.

Recommendation

- 9.4. Rectify the slurry ingress into Building A lift shaft including all consequential and associated damage.

The following could be considered for rectification.

- 9.5. Clean all wall linings and lift equipment from slurry.
- 9.6. Conduct an audit of the condition of lift equipment including electrical circuitry.

10. Building B stairwell

- 10.1. There is efflorescence and calcification forming to the north west and north east corners of the north stairwell wall at rooftop level consistent with water ingress (refer to Photograph 138 and Photograph 141).
- 10.2. The patching over of a steel cast in plate at the external north west corner of the north stairwell wall at rooftop level is deteriorating consistent with water ingress (refer to Photograph 140 and Photograph 141).
- 10.3. A roof and external wall must prevent the entry of water into a building that could cause undue dampness or deterioration of building elements.
- 10.4. The BCA V1:2010, FP1.4, states:

"A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

- (a) unhealthy or dangerous conditions, or loss of amenity for occupants; and*
- (b) undue dampness or deterioration of building elements.*

Limitation:

FP1.4 does not apply to—

- (a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or*
- (b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or*
- (c) an open spectator stand or open-deck carpark."*

- 10.5. The north elevation stairwell wall at rooftop level does not comply with the building code and is defective work by the builder.

Recommendation

- 10.6. Rectify the water ingress from the roof and wall including all consequential and associated damage.

The following could be considered for rectification.

- 10.7. Remove deteriorating patching over the cast in plates.

10.8. Treat for corrosion.

10.9. Patch over and provide for a control joint with a flexible sealant.

10.10. Pressure wash efflorescence and calcification from internal stairwell wall.

Lot 106B/Apartment 116B

11. Bedroom skirting trim

11.1. The skirting trim is distorting and delaminating off the west wall of the bedroom consistent with water ingress from the west apartment wall cavity (refer to Photograph 142 to Photograph 143).

11.2. Elevated moisture readings between 18.1% and 40% were recorded from the skirting trim and the plasterboard wall on the west wall of the bedroom (refer to Photograph 144 and Photograph 145).

11.3. There is a sealed gap of approximately 20 mm width between the west apartment wall and the adjacent lower planter box wall and there is deteriorating sealant and no over flashing (refer to Photograph 146 and Photograph 147).

11.4. The water ingress is consistent with water penetrating between the west apartment wall and the adjacent lower planter box wall caused by a failure of external wall weatherproofing.

11.5. The external walls should prevent the penetration of the water into the apartment.

11.6. The BCA V1:2010, FP1.4, states:

“A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

(a) unhealthy or dangerous conditions, or loss of amenity for occupants; and

(b) undue dampness or deterioration of building elements.

Limitation:

FP1.4 does not apply to—

(a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or

(b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or

(c) an open spectator stand or open-deck carpark.”

11.7. The weatherproofing of the external walls does not comply with the building code and is defective works by the builder.

Recommendation

11.8. Rectify the weatherproofing of the external wall to the west boundary of apartment 116B and all consequential and associated damage.

The following could be considered for rectification.

- 11.9. Remove the existing sealing between the apartment's external walls and the adjacent lower planter box walls.
- 11.10. Clean surface, apply backing rod and install new sealing.
- 11.11. Install over flashing from the lower west wall and over the lower planter box wall.
- 11.12. Remove damaged skirting trim and plasterboard wall.
- 11.13. Allow to dry and treat for mould if required.
- 11.14. Reinstall plasterboard and skirting trim and paint to match existing finishes.

Lot 109A/Apartment 109A

12. Planter box

- 12.1. There is a build-up of efflorescence on the outer west planter box wall approximately 600 mm below the soil level consistent with water ingress through the planter box due to failed waterproof membrane within the planter box (refer to Photograph 148 and Photograph 149).
- 12.2. There is no evidence of a drainage point in the basement carpark below the planter box (refer to Photograph 150).
- 12.3. There is a drainage outlet through the side of the planter box with efflorescence and water staining evident to the external side of the planter box (refer to Photograph 149).
- 12.4. The planter box should have a drainage outlet to the base in accordance with the building standard.
- 12.5. AS 4654.2:2009, 2.7 Planter boxes, states:
 - "Planter boxes shall have adequate drainage and a graded base to a drainage outlet(s). The drainage system shall prevent water rising above the overflow level of the membrane.*
 - Planter boxes shall have an internal filtered riser for the purpose of relieving hydrostatic pressure.*
 - NOTE: The protection boards are provided to minimize root damage to the waterproofing membrane. The suitability of the plants to be installed should be considered, as certain rooting systems are aggressive and may penetrate the membrane.*
 - The membrane shall be sealed to the drainage outlet in accordance with Figure 2.17 and extended vertically to a height of 100mm above the soil or fill level."*
- 12.6. Refer to Attachment F for AS4654.2:2009 Figure 2.17 Typical Planter Box Construction.
- 12.7. The water penetration through the planter box does not meet the building standard and is defective works by the builder

Recommendation

12.8. Rectification has been included in item 1 above.

Lot 110A/Apartment 110A

13. Planter box

- 13.1. There is a build-up of efflorescence and calcium to the carpark basement soffit directly beneath the apartment's planter box consistent with moisture ingress via the drainage outlet of the planter box (refer to Photograph 151 to Photograph 155).
- 13.2. The planter box should be completely sealed to the drainage outlet in accordance with the building standard.
- 13.3. AS 4654.2:2009, 2.7 Planter boxes, states:

"Planter boxes shall have adequate drainage and a graded base to a drainage outlet(s). The drainage system shall prevent water rising above the overflow level of the membrane.

Planter boxes shall have an internal filtered riser for the purpose of relieving hydrostatic pressure.

NOTE: The protection boards are provided to minimize root damage to the waterproofing membrane. The suitability of the plants to be installed should be considered, as certain rooting systems are aggressive and may penetrate the membrane.

The membrane shall be sealed to the drainage outlet in accordance with Figure 2.17 and extended vertically to a height of 100mm above the soil or fill level."

- 13.4. Refer to Attachment F for AS4654.2:2009 Figure 2.17 Typical Planter Box Construction.
- 13.5. The water penetration through the planter box does not meet the building standard and is defective works by the builder.

Recommendation

13.6. Rectification has been included in item 1 above.

Lot 208A/Apartment 208A

14. Bedroom window

- 14.1. There is mould and paint damage to the plasterboard wall and skirting trim adjacent to the top and bottom of the window in the south bedroom consistent with water ingress from the external window and wall junction (refer to Photograph 156 to Photograph 160).
- 14.2. The external wall including the window and door openings must prevent the penetration of water.

14.3. The BCA V1:2010, FP1.4, states:

“A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

- (a) unhealthy or dangerous conditions, or loss of amenity for occupants; and*
- (b) undue dampness or deterioration of building elements.*

Limitation:

FP1.4 does not apply to-

- (a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or*
- (b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or*
- (c) an open spectator stand or open-deck carpark.”*

14.4. The weatherproofing does not comply with the building code and is defective works by the builder.

Recommendation

14.5. Rectify water ingress to the window and all consequential and associated damage.

The following could be considered for rectification.

14.6. Seal the external window and wall junctions.

14.7. Remove damaged skirting trim and plasterboard to expose wall frame.

14.8. Treat all mould.

14.9. Install plasterboard to affected wall area.

14.10. Install new skirting trim.

14.11. Paint to match existing finishes.

Lot 221B/Apartment 231B

15. Bedroom window

15.1. There is damage to the plasterboard ceiling and adjacent wall to the west window in the north bedroom consistent with water ingress from the adjacent external wall and window opening (refer to Photograph 161 to Photograph 162).

15.2. There is an elevated moisture reading of 9.5% on the adjacent ceiling to the west window in the north bedroom consistent with water ingress from the adjacent external wall and window opening (refer to Photograph 163).

15.3. The external wall including the window and door openings must prevent the penetration of water.

15.4. The BCA V1:2010, FP1.4, states:

“A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

- (a) unhealthy or dangerous conditions, or loss of amenity for occupants; and*
- (b) undue dampness or deterioration of building elements.*

Limitation:

FP1.4 does not apply to-

- (a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or*
- (b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or*
- (c) an open spectator stand or open-deck carpark.”*

15.5. The weatherproofing does not comply with the building code and is defective works by the builder.

Recommendation

15.6. Rectify damage to plasterboard ceiling and adjacent wall including all consequential and associated damage.

The following could be considered for rectification.

15.7. Remove the affected blind and replace any affected components.

15.8. Remove damaged area of plasterboard ceiling and wall.

15.9. Allow area to dry and treat surrounding substrates for mould if required.

15.10. Water test the affected window to determine cause of water ingress and weatherproof as required.

15.11. Repair plasterboard wall and ceiling and paint to match existing finishes.

Lot 306A/Apartment 306A

16. Bathroom shower

16.1. There is moisture damage to the plasterboard wall above the skirting tile to the right of the shower consistent with water ingress from the shower area (refer to Photograph 164 to Photograph 166).

16.2. There is no visible sealant between the shower wall tiling and the shower door frame adjacent to the damaged plasterboard wall (refer to Photograph 167).

16.3. Flexible sealant should be installed at the shower screen opening to prevent leaks in accordance with the building guide.

16.4. The GTST:2007, 13.03 Shower recess and components, states:

“Shower recess and components are defective if they crack, leak or don’t perform as intended.

Cracks in shower bases, screens and glass are defects if they are visible from normal viewing position.

Any shower component that allows the shower recess to leak during normal usage is defective.”

16.5. The sealant installation does not comply with the building guide and is defective works by the builder.

Recommendation

16.6. Rectify shower sealant including all consequential and associated damage.

The following could be considered for rectification.

16.7. Clean shower frame and tiles.

16.8. Apply flexible sealant to all the shower frame and shower wall tile junctions.

16.9. Remove damaged area of plasterboard ceiling and wall.

16.10. Allow area to dry and treat surrounding substrates for mould if required.

16.11. Water test the shower to ensure waterproofing has not been compromised.

16.12. Repair plasterboard wall and paint to match existing finishes.

Lot 312A/Apartment 312A

17. Concrete roof soffit

17.1. There is efflorescence and calcium to the soffit of the concrete roof above the ceiling inspection hatch in the entrance hallway consistent with elevated moisture penetration through the concrete slab (refer to Photograph 168 to Photograph 172).

17.2. The occupant keeps a towel on the ceiling hatch to absorb the continuous dripping of moisture.

17.3. The concrete roof above must prevent the penetration of water that could cause undue dampness or deterioration of building elements.

17.4. The BCA V1:2010, FP1.4, states:

“A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

(a) unhealthy or dangerous conditions, or loss of amenity for occupants; and

(b) undue dampness or deterioration of building elements.

Limitation:

FP1.4 does not apply to-

- (a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or*
- (b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or*
- (c) an open spectator stand or open-deck carpark."*

17.5. The weatherproofing of the above concrete roof does not comply with the building code and is defective works by the builder.

Recommendation

17.6. Rectify concrete roof soffit including all consequential and associated damage.

The following could be considered for rectification.

17.7. Clean and sterilise the concrete roof soffit of all efflorescence and calcium deposits.

17.8. The leaking roof will be rectified by Item 5 Roof ponding water.

Lot 321B/Apartment 333B

18. South living area window

18.1. The skirting trim adjacent to the south living area window is distorted and has separated from the wall consistent with moisture damage (refer to Photograph 173 to Photograph 175).

18.2. The underside of the carpet and underlay adjacent to the south living window is perishing and has mould consistent with moisture damage (refer to Photograph 176 and Photograph 177).

18.3. The window should not allow the penetration of water under normal weather conditions.

18.4. The GTST:2007, 8.02 Weather-tightness of windows, doors and window and door frames, states:

"Window and door frame installations are defective if they allow water to penetrate to rooms under normal weather conditions.

Windows and doors are defective if, when closed, they allow the entry of water to rooms.

Water entry, through doors is not a defect if they are not intended to prevent water entry. For example, vehicle access doors."

18.5. The weatherproofing of the window does not comply with the building guide and is defective works by the builder.

Recommendation

- 18.6. Rectify the water ingress to the south living area window including all consequential and associated damage.

The following could be considered for rectification.

- 18.7. Remove and discard affected skirting trim, carpet and underlay in the living area.
- 18.8. Cut out and replace affected plaster as required.
- 18.9. Allow substrates to dry and Treat concrete floor surface for mould if required.
- 18.10. Water test the window for weatherproofing.
- 18.11. Weatherproof window and open as required.
- 18.12. Install new skirting trim, carpet and underlay to match existing.
- 18.13. Make good to adjacent surfaces and coatings as required.

Lot 324B/Apartment 336B

19. Living windows

- 19.1. There is water staining and mould growth to the carpet and timber smooth edge in the north west corner of the living area consistent with water ingress (refer to Photograph 178 and Photograph 179).
- 19.2. The skirting trim in the north west corner of the living area is distorted, is delaminating from the north wall and has elevated moisture levels consistent with water ingress (refer to Photograph 180 and Photograph 181).
- 19.3. Water testing to the north sliding door and west window on the north west corner of the living area allowed water to penetrate through the corner flashing causing water ingress into the wall cavity and down to the concrete floor (refer to Photograph 182 to Photograph 184).
- 19.4. The windows should not allow the penetration of water under normal weather conditions.
- 19.5. The GTST:2007, 8.02 Weather-tightness of windows, doors and window and door frames, states:
- “Window and door frame installations are defective if they allow water to penetrate to rooms under normal weather conditions.*
- Windows and doors are defective if, when closed, they allow the entry of water to rooms.*
- Water entry, through doors is not a defect if they are not intended to prevent water entry. For example, vehicle access doors.”*
- 19.6. The living area window does not comply with the building guide and is defective work by the builder.

Recommendation

19.7. Rectify living area window and sliding door flashing including all consequential and associated damage.

The following could be considered for rectification.

19.8. Remove corner window flashing.

19.9. Check window opening and window flashing for correct installations and rectify where necessary.

19.10. Apply flexible sealant to form an unbroken seal between windows and flashing and install new corner flashing.

19.11. Remove and discard carpet and smooth edges from family room.

19.12. Remove damaged skirting trim, wall paper and plasterboard.

19.13. Allow affected substrates to dry and treat for mould where necessary.

19.14. Reinstall wall coverings, skirting trim and paint coatings to match existing finishes.

19.15. Install new carpet including underlay.

Lot 402A/Apartment 402A

20. Living skirting trim

20.1. The skirting trim on the west living area wall is distorted and delaminating from the wall and has elevated moisture levels consistent with moisture ingress from the adjacent wall cavity and floor (refer to Photograph 185 to Photograph 187).

20.2. Water testing to the external west elevation wall allowed water to penetrate through the flexible sealant joint between the two concrete wall panels causing water to ingress into the wall cavity and down to the concrete floor of the affected areas (refer to Photograph 188 and Photograph 189).

20.3. The external wall including the window and door openings must prevent the penetration of water.

20.4. The BCA V1:2010, FP1.4, states:

"A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

(a) unhealthy or dangerous conditions, or loss of amenity for occupants; and

(b) undue dampness or deterioration of building elements.

Limitation:

FP1.4 does not apply to—

(a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or

(b) *a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or*

(c) *an open spectator stand or open-deck carpark."*

20.5. The weatherproofing of the external west wall does not comply with the building code and is defective works by the builder.

Recommendation

20.6. Rectify the water ingress to the west living area wall including all consequential and associated damage.

The following could be considered for rectification.

20.7. Remove the existing flexible sealant.

20.8. Reapply new flexible sealant including a suitable backing rod.

20.9. Remove damaged skirting trim and any damaged plasterboard.

20.10. Allow affected area to dry and treat for mould if required.

20.11. Reinstall skirting trim and paint coatings.

Lot 418B/Apartment 428B

21. Balcony wall

21.1. There is efflorescence to the north west balcony wall of Lot 321B/Apartment 333B consistent with failed waterproofing to the balcony of Lot 418B/Apartment 428B (refer to Photograph 191 to Photograph 193).

21.2. The balcony should not allow moisture to penetrate and cause efflorescence or calcification to form on the walls below.

21.3. The GTST:2007, 13.08 Calcification and efflorescence associated with decks and balconies, states:

"Calcification or efflorescence caused by water coming from a deck or balcony that occurs on walls below or beside the deck or balcony, or that appears in the mortar joints of the deck or balcony tiling, is defective. Activities of others, such as owners watering plants, may also contribute to the efflorescence, which may not be attributed to the work of the builder."

21.4. The balcony waterproofing does not comply with the building guide and is defective work by the builder.

Recommendation

21.5. Rectify efflorescence to the balcony wall including all consequential and associated damage.

The following could be considered for rectification.

21.6. Remove and discard balcony tiles, screeding and waterproof membrane.

- 21.7. Remove sliding door and install upstand as per AS4654.2:2009 or provide another certified performance solution.
- 21.8. Waterproof balcony in accordance with AS4654.2:2009.
- 21.9. Install screeding with appropriate fall.
- 21.10. Waterproof above screed.
- 21.11. Install tiles and grout accordingly.
- 21.12. Make good all consequential and associated damage.

Lot 607B/Apartment 605B

22. Living

- 22.1. The skirting trim along the west living wall opening to the balcony is distorting and separating from the wall frame consistent with moisture ingress from the adjacent wall cavity (refer to Photograph 194 to Photograph 198).
- 22.2. The underside of the carpet and the smooth edge where the carpet meets the tiling in the living at the west living balcony opening has water staining and mould growth consistent with water ingress from the adjacent wall cavity (refer to Photograph 199 to Photograph 201).
- 22.3. The external wall including the window and door openings must prevent the penetration of water.
- 22.4. The BCA V1:2010, FP1.4, states:
 - “A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—*
 - (a) unhealthy or dangerous conditions, or loss of amenity for occupants; and*
 - (b) undue dampness or deterioration of building elements.*
 - Limitation:*
 - FP1.4 does not apply to-*
 - (a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or*
 - (b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or*
 - (c) an open spectator stand or open-deck carpark.”*
- 22.5. The weatherproofing of the west living area wall does not comply with the building code and is defective works by the builder.

Recommendation

- 22.6. Rectify water ingress into the living area from the west balcony opening including all consequential and associated damage.

The following could be considered for rectification.

- 22.7. Reseal west balcony door and windows.
- 22.8. Water test for weatherproofing.
- 22.9. Remove damaged skirting trim and any damaged plasterboard.
- 22.10. Allow affected area to dry and treat for mould if required.
- 22.11. Install new skirting trim, carpet and underlay to match existing.
- 22.12. Make good to adjacent surfaces and finishes as required.

Lot 704B/Apartment 703B

23. Bedroom window

- 23.1. The skirting trim adjacent to the window in the south bedroom is distorted and is delaminating from the wall consistent with moisture damage (refer to Photograph 202 to Photograph 204).
- 23.2. The underside of the carpet and the smooth edge adjacent to the window in the south bedroom has water staining and mould consistent with moisture damage (refer to Photograph 205 to Photograph 207).
- 23.3. Water testing to the external side of the window in the south bedroom allowed water to penetrate from beneath the window sill consistent with failed waterproofing or omitted sub sill flashings (refer to Photograph 208 and Photograph 209).
- 23.4. The external wall including the window and door openings must prevent the penetration of water.
- 23.5. The BCA V1:2010, FP1.4, states:

“A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

- (a) unhealthy or dangerous conditions, or loss of amenity for occupants; and*
- (b) undue dampness or deterioration of building elements.*

Limitation:

FP1.4 does not apply to-

- (a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or*
- (b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or*
- (c) an open spectator stand or open-deck carpark.”*

- 23.6. The weatherproofing of the window of the south bedroom does not comply with the building code and is defective works by the builder.

Recommendation

23.7. Rectify the water ingress into the south bedroom including all consequential and associated damage.

The following could be considered for rectification.

23.8. Remove and discard carpet and affected skirting trim.

23.9. Allow area to dry and treat for mould.

23.10. Remove window and associated flashing and check condition of manufacturer's weather seal for reuse.

23.11. Install new window opening flashing in accordance with the standard.

23.12. Reinstall skirting trim and paint to match existing.

23.13. Install new carpet including underlay.

24. Living sliding door

24.1. The skirting trim under the east end of the living sliding door is distorted and has mould forming to the underside of the carpet consistent with moisture ingress (refer to Photograph 210 to Photograph 213).

24.2. External water testing to the east end of the living sliding door allowed water to penetrate beneath the window after 3 minutes of spraying, evidenced by high moisture readings at the sill (refer to Photograph 214 to Photograph 216).

24.3. The sliding door should not allow the penetration of water under normal weather conditions.

24.4. The GTST:2007, 8.02 Weather-tightness of windows, doors and window and door frames, states:

"Window and door frame installations are defective if they allow water to penetrate to rooms under normal weather conditions.

Windows and doors are defective if, when closed, they allow the entry of water to rooms.

Water entry, through doors is not a defect if they are not intended to prevent water entry. For example, vehicle access doors."

24.5. The sliding door weatherproofing does not comply with the building guide and is defective works by the builder.

Recommendation

24.6. Rectify water ingress from the east end of the living sliding door including all consequential and associated damage.

The following could be considered for rectification.

24.7. Remove and discard carpet and affected skirting trim.

24.8. Allow area to dry and treat for mould.

- 24.9. Remove sliding door and associated flashing and check condition of manufacturer's weather seal for reuse.
- 24.10. Install new sliding door flashing in accordance with the standard.
- 24.11. Reinstall skirting trim and paint to match existing.
- 24.12. Install new carpet including underlay.

Lot 713B/Apartment 712B

25. Bedroom balcony wall render

- 25.1. The rendered coatings on the north east corner of the bedroom balcony wall is delaminating from the control joint approximately 200 mm above the floor level (refer to Photograph 217).
- 25.2. Render or other applied finishes should not cover over articulation or control joints.
- 25.3. The GTST:2007, 9.04 Articulation or control joints – provision and cracking, states:

“Unless documented otherwise, cracks in external rendered surfaces are defects if recommended articulation or control joints have not been installed.

Articulation or control joints are defective if they do not extend through the full width of masonry skin.

With the exception of paint and recommended mastic sealants, render or other applied finishes are defective if they cover articulation or control joints.”
- 25.4. The rendered finish on the bedroom balcony wall does not comply with the building guide and is defective work by the builder.

Recommendation

- 25.5. Rectify the render finish to the bedroom balcony wall including all consequential and associated damage.

The following could be considered for rectification.

- 25.6. Remove all render from the horizontal control joint.
- 25.7. Install a suitable flexible sealant to the control joint.
- 25.8. Make good surrounding wall render finish.

26. Main balcony wall cast in plates

- 26.1. The steel cast in plates on the wall of the south balcony is rusting consistent with exposure to moisture and absent surface patching to match surrounding finish (refer to Photograph 218).
- 26.2. Structural steel members should be protected against corrosion in accordance with the building code.
- 26.3. The BCA V1:2010, BF1.1, states:

“A building or structure is to withstand the combination of loads and other actions to which it may be reasonably subjected.”

26.4. The corrosion of the cast in plates does not comply with the building code and is defective works by the builder.

Recommendation

26.5. Rectify the main balcony wall cast in plates including all consequential and associated damage.

The following could be considered for rectification.

26.6. Remove existing sealant and corrosion.

26.7. Treat corrosion.

26.8. Patch the cast in plate rebate.

26.9. Seal control joint between panels.

27. Wall panel cracking

27.1. The exterior south elevation wall panel has a crack approximately 10 mm wide spanning from the top right corner of the living sliding door to left hand corner of adjacent southwest bedroom of Lot 712B/Apartment 711B consistent with structural failure on installation (refer to Photograph 219).

27.2. The exterior south elevation wall panel has 2 cracks approximately 5-10 mm wide between the left hand side of the living sliding door and the south west corner of the apartment consistent with structural failure on installation (refer to Photograph 220).

27.3. Cracks in walls should not be visible from normal viewing positions.

27.4. The GTST:2007, 5.02 Wall cladding, states:

"Staining, folds, splits, dents, open joints between panels, cracking and other distortions in wall cladding are defects if they are visible from a normal viewing position at ground level or an upper floor level.

Any corrosion of metal wall cladding is a defect."

27.5. The cracking in the wall panels does not comply with the building guide and is defective works by the builder.

Recommendation

27.6. Rectify the wall panel cracking including all consequential and associated damage.

The following could be considered for rectification.

27.7. Works will require a structural engineer and building permit.

27.8. Set up appropriate surface protection, scaffolding, fall protection and a full time spotter.

27.9. Recess cracks and install Helicore bars.

27.10. Repair rendered wall panel surface to match existing.

27.11. Paint entire south elevation wall across Lot 713B/Apartment 712B and Lot 712B/Apartment 711B to match existing finish.

Costing

I have been asked to provide an assessment of the costs necessary to rectify the defects identified in my report. A detailed costing is included as Attachment C to this report, the estimated cost of rectification is calculated at **\$1,836,265.40** including GST.

Conclusion

There is excessive water ingress to the basement carpark which is causing deterioration of building elements and damage to property.

The cracking to the water tanks has been rectified by the builder with testing and cleaning of the water tanks to be completed.

There are cracks to the external concrete panels which needs to be monitored then rectified.

The excessive water ingress to the basement is due to failed or non-existent waterproofing of the courtyards and the planter boxes located in the courtyards.

There are defects to the rooftop membrane regarding water ponding, pressure flashings and waterproofing at the top of the concrete wall panels.

There are defects to several apartments' external openings consistent with failed waterproofing, flashings, seals and weatherproofing.

Statement

In contemplation that this report may be presented to the Building and Property List of VCAT I state that I am aware of the VCAT Practice Note – PNVCAT2. I have read the Practice Note and accept that I am bound by it. I set out the following information as required by the Practice Note.

- The details of my address, qualifications and experience are set out in the Curriculum Vitae included as Attachment A.
- My area of expertise is the assessment and pricing of building works.
- I have made all the enquiries which I believe are desirable and appropriate and no matters of significance which I regard as relevant have to my knowledge been withheld from the Tribunal.
- I have a paramount duty to the Tribunal and an overriding duty to assist the Tribunal.

This report prepared and signed by

A handwritten signature in black ink, appearing to read 'N. Warton'.

Nick Warton
Consultant
Cert IV BldConst

Attachment A Curriculum Vitae –Nicholas Warton

Contact	Unit 8, 197 – 199 Springvale Road, Nunawading VIC 3131 PO Box 279, Nunawading VIC 3131 Office: 03 8877 7500 Direct: 03 8877 7556 Fax: 03 8877 7501 Email: nwarton@buildspect.com.au
Expertise	Building Consultant specialising in reporting on building works to residential dwellings, high rise apartments and commercial buildings identifying defects and non-compliance to the relevant Building Code of Australia and Australian Standards. Producing reports and providing expert evidence for use in court and tribunal proceedings such as VCAT. Inspecting properties for the purpose of pre-purchase, selling, owner builder insurance, pre-construction surveys, stage inspections, make good, pre and post-lease reporting, defect and incomplete works reports, detailed costings report, insurance assessments and project management including tender assessments. Reviewing building contractual documents, including plans and specifications for inconsistencies.
Qualifications	Certificate III in General Construction Certificate IV in Building and Construction Real Estate Agents Representative
Associations	Member, Building Dispute Practitioners Society
Experience	Over 21 years of diverse experience in the residential and commercial construction industry in the area of new homes, including renovations, extensions and shop fit outs. Has extensive experience working with insurance companies and owners corporations on combustible cladding replacement to apartment buildings, interpreting fire engineer reports, collecting samples to determine cladding combustibility and providing advice in relation to council issued building notices and Victorian Building Authority directions. Worked for major residential builder as site supervisor managing approximately 18 builds of high quality homes, over 50 squares, ahead of time and on budget. Has held various positions with large volume builders as a carpenter, sub-contractor, site manager, project manager and site supervisor for residential builds and commercial fit-outs. Particularly experienced in servicing and delivery high end quality finished homes. Specializing in unit developments ranging from \$1M to \$2M and architectural homes ranging from \$500K to \$1.5K. Involved in improving the delivery process of quality finished homes working with surveyors and independent inspectors. Additional experience as residential real estate agent in the north east. Extensive knowledge of building requirements, the Building Act and relevant Codes and Standards. Experienced in providing reports and investigating, identifying and rectifying for the purpose of insurance claims.

Attachment B Photographs



Photograph 1 - Efflorescence and Bondek rusted to southwest corner of bin room



Photograph 2 - Efflorescence and Bondek rusted to southwest corner of bin room



Photograph 3 - Efflorescence and Bondek rusted to carpark 73 southwest corner



Photograph 4 - Efflorescence and Bondek rusted to carpark 73 southwest corner



Photograph 5 – Builder installed tray below PVC pipe above carpark 70



Photograph 6 - efflorescence and calcium deposits at PVC penetration above carpark 70



Photograph 7 - Calcium deposits on the bonnet of vehicle located at carpark 70



Photograph 8 - Builder installed tray below PVC pipe above carpark 68



Photograph 9 - Efflorescence and calcium deposits at PVC penetration above carpark 68



Photograph 10 - Efflorescence and concrete cracked to south elevation above visitor carpark 6



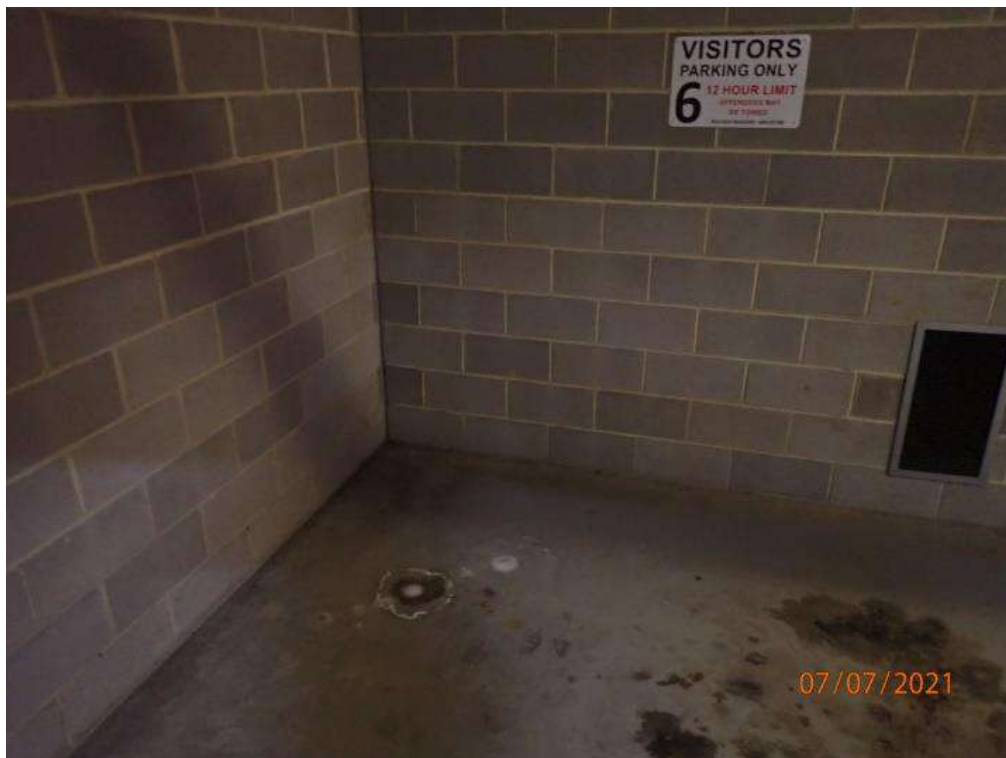
Photograph 11 - Efflorescence and concrete cracked to south elevation above visitor carpark 6



Photograph 12 - Efflorescence and concrete cracked to south elevation above visitor carpark 6



Photograph 13 - Calcium deposits to ground concrete slab of visitor carpark 6



Photograph 14 - Calcium deposits to ground concrete slab of visitor carpark 6



Photograph 15 - Calcification at PVC pipe penetration above carpark 65



Photograph 16 - Metal water pipe rusted with calcification forming above carpark 65



Photograph 17 - Calcium deposits to concrete slab of carpark 65



Photograph 18 – Efflorescence and severe calcification build-up to the concrete beam above carpark 43



Photograph 19 - Efflorescence and severe calcification build-up to the concrete beam above carpark 43



Photograph 20 - Calcium deposits to ground concrete slab below concrete beam above carpark 43



Photograph 21 - Efflorescence, severe calcification build-up and rusty steel components to concrete beams and pipe penetrations near carpark 48 including surrounding carparks



Photograph 22 - Efflorescence, severe calcification build-up and rusty steel components to concrete beams and pipe penetrations near carpark 48 including surrounding carparks



Photograph 23 - Efflorescence, severe calcification build-up and rusty steel components to concrete beams and pipe penetrations near carpark 48 including surrounding carparks



Photograph 24 - Efflorescence, severe calcification build-up and rusty steel components to concrete beams and pipe penetrations near carpark 48 including surrounding carparks



Photograph 25 - Efflorescence, severe calcification build-up and rusty steel components to concrete beams and pipe penetrations near carpark 48 including surrounding carparks



Photograph 26 - Efflorescence, severe calcification build-up and rusty steel components to concrete beams and pipe penetrations near carpark 48 including surrounding carparks



Photograph 27 - Cracks forming in the concrete ceiling near carpark 48 including surrounding carparks



Photograph 28 - Efflorescence, severe calcification build-up and rusty steel components to concrete beams and pipe penetrations near carpark 48 including surrounding carparks



Photograph 29 - Efflorescence, severe calcification build-up and rusty steel components to concrete beams and pipe penetrations near carpark 48 including surrounding carparks



Photograph 30 – Efflorescence and calcification near carpark 48 including surrounding carparks



Photograph 31 - Efflorescence, calcification and cracks forming in the concrete ceiling



Photograph 32 - Efflorescence, calcification and cracks forming in the concrete ceiling



Photograph 33 – Efflorescence, calcification and cracks forming in the concrete ceiling



Photograph 34 – Efflorescence and calcification build-up at pipe penetrations



Photograph 35 – Efflorescence and calcification build-up at pipe penetrations



Photograph 36 – Metal tray extends through centre of basement carpark



Photograph 37 - Metal tray extends through centre of basement carpark



Photograph 38 – Efflorescence visible to either side of metal tray



Photograph 39 – Drip tray installed below pipe penetration



Photograph 40 - Drip tray showing calcification deposits below a pipe penetration



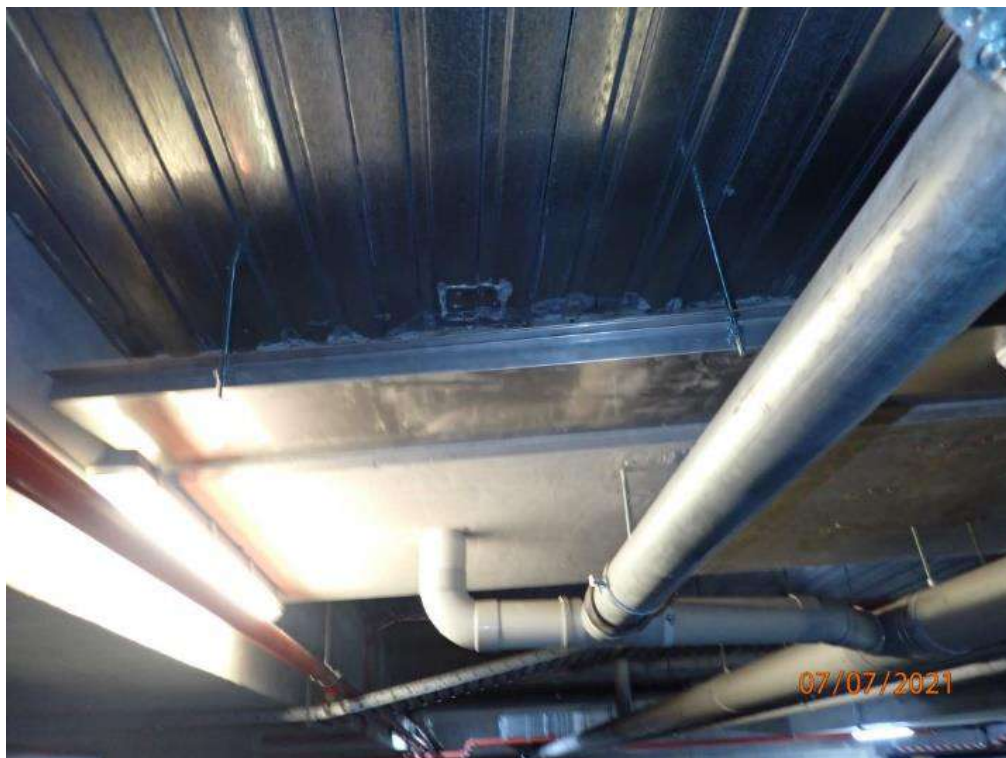
Photograph 41 - Efflorescence, calcium build up and concrete cracking to the ceiling and around pipe penetrations



Photograph 42 – Efflorescence and calcium build up



Photograph 43 – Drip tray installed below pipe penetration



Photograph 44 - Drip tray installed below areas of efflorescence



Photograph 45 – Efflorescence and calcium build up



Photograph 46 - Efflorescence and calcium build up



Photograph 47 - Efflorescence and calcium build up



Photograph 48 - Efflorescence and calcium build up



Photograph 49 – Metal tray installed throughout centre of basement carpark



Photograph 50 - Efflorescence, severe calcium build up



Photograph 51 - Drip tray installed to basement carpark below areas of efflorescence and calcium build up



Photograph 52 - Drip tray installed to basement carpark below areas of efflorescence and calcium build up



Photograph 53 - Drip tray installed to basement carpark below areas of efflorescence and calcium build up



Photograph 54 – Cracking repairs to concrete of basement ceiling



Photograph 55 – Cracking repairs to concrete of basement ceiling



Photograph 56 - Drip tray installed below pipe penetration showing efflorescence and severe calcium build up



Photograph 57 – Drip tray installed below pipe penetration



Photograph 58 - Drip tray installed below efflorescence, severe calcium build up and rust deposits



Photograph 59 - Calcium build up to concrete basement floor



Photograph 60 – Drip tray installed below efflorescence, calcium build up and cracking to ceiling



Photograph 61 - Efflorescence, calcium build up and cracking to centre of basement ceiling



Photograph 62 - Efflorescence, calcium build up and cracking to west end of basement ceiling



Photograph 63 – Efflorescence and calcium build up to the east end of basement carpark



Photograph 64 - Efflorescence and calcium build up to the east end of basement carpark



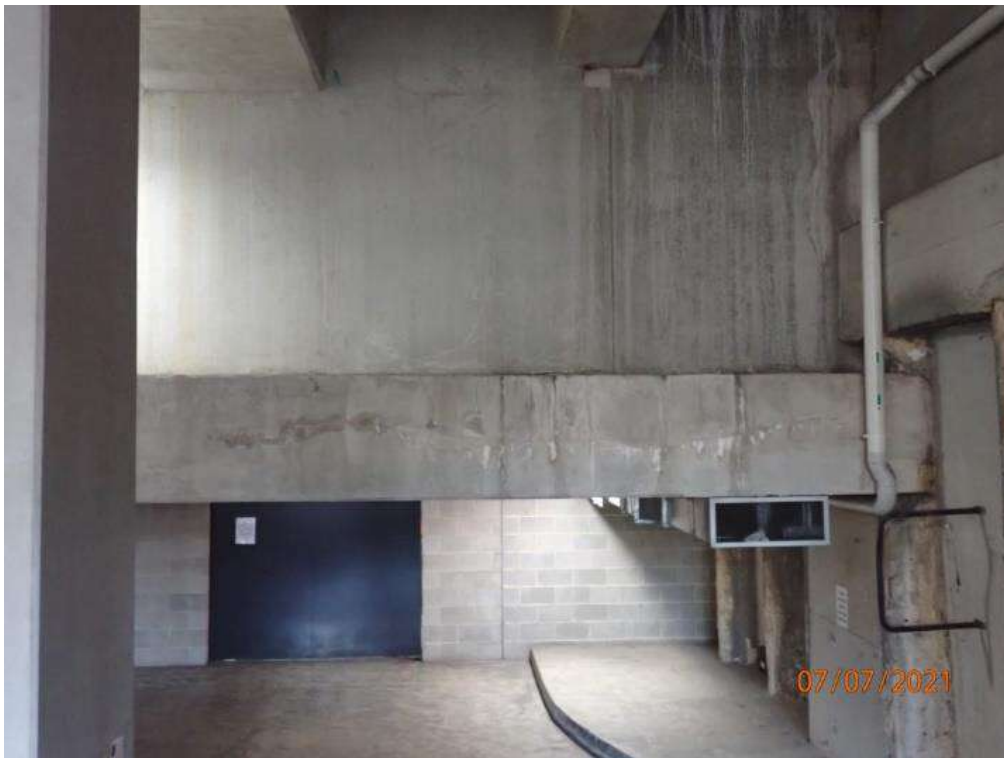
Photograph 65 - Efflorescence and calcium build up to the east end of basement carpark



Photograph 66 - Efflorescence and calcium build up to the east end of basement carpark



Photograph 67 - Efflorescence and calcium build up to the east end of basement carpark



Photograph 68 - Efflorescence and calcium build up to the east end of basement carpark



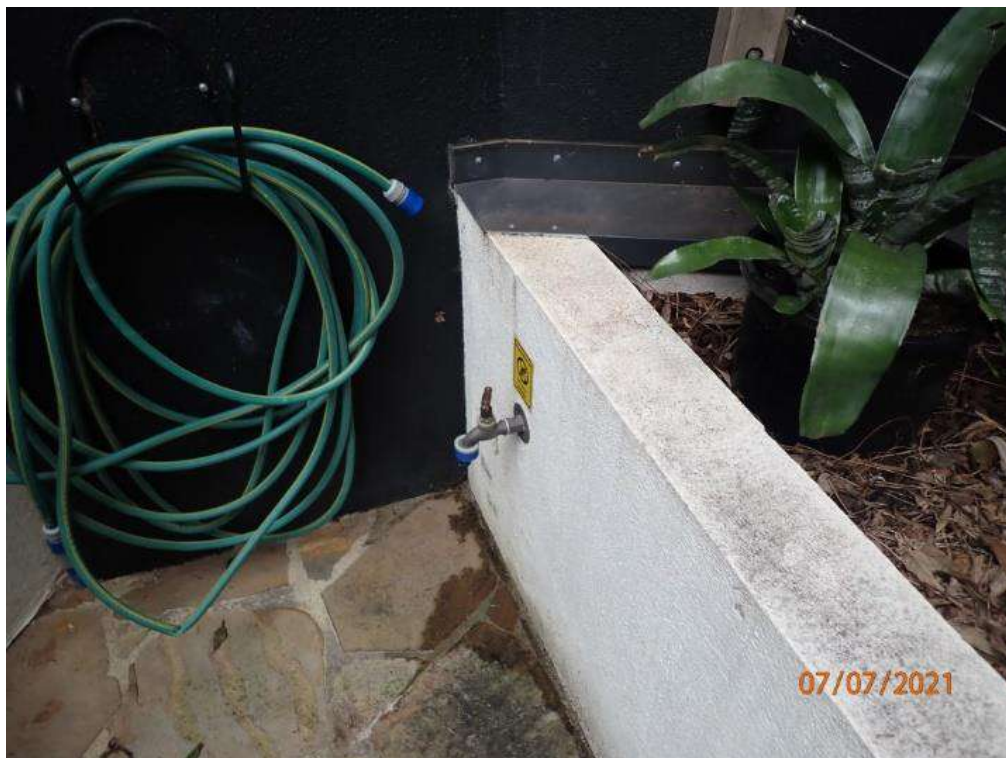
Photograph 69 - Planter boxes to the ground floor courtyards and private lot planter boxes



Photograph 70 - Waterproof membrane does not extend above the soil level



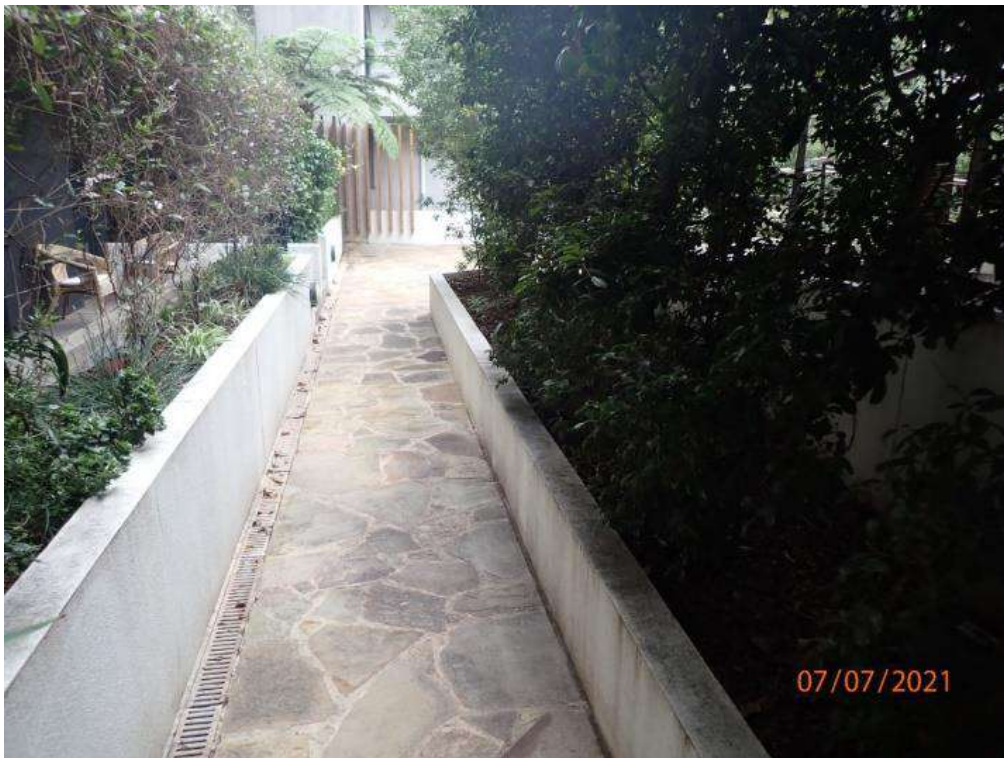
Photograph 71 - Waterproof membrane does not extend above the soil level



Photograph 72 - Over flashings and capping flashings are not installed to the planter boxes



Photograph 73 - Over flashings and capping flashings are not installed to the planter boxes



Photograph 74 - Over flashings and capping flashings are not installed to the planter boxes



Photograph 75 - Over flashings and capping flashings are not installed to the planter boxes



Photograph 76 - Paving directly above basement carpark



Photograph 77 - Paving directly above basement carpark



Photograph 78 - Efflorescence, water staining and cracking of concrete to staircase 01 adjacent planter box



Photograph 79 - Efflorescence, water staining and cracking of concrete to staircase 01 adjacent planter box



Photograph 80 - Efflorescence, water staining and cracking of concrete to staircase 01 adjacent planter box



Photograph 81 – Planter box adjacent to staircase 01



Photograph 82 – Calcification and water staining directly below the stairwell in the basement carpark



Photograph 83 – Internal waterproof membrane to planter box



Photograph 84 – Planter box adjacent staircase 01



Photograph 85 – Efflorescence to the block walls adjacent the water tanks



Photograph 86 – Efflorescence to the block walls adjacent the water tanks



Photograph 87 – Efflorescence to the block walls adjacent the water tanks



Photograph 88 – Efflorescence to the block walls adjacent the water tanks



Photograph 89 – Efflorescence to the block walls adjacent the water tanks



Photograph 90 – Waterproofing and sealant applied to water tank



Photograph 91 – Waterproofing and sealant applied to water tank



Photograph 92 – Water tanks not cleaned out ready for water testing



Photograph 93 – Cracking to west elevation of building B



Photograph 94 – Cracking up to 10 mm wide to west elevation of building B



Photograph 95 – Cracking up to 10 mm wide to west elevation of building B



Photograph 96 – Cracking to west elevation of building B



Photograph 97 – Cracking at expansion joints to south elevation of building B



Photograph 98 – Cracking at expansion joints do not extend through the full width of the concrete wall panels to south elevation of building B



Photograph 99 – Cracking to south elevation of building B



Photograph 100 – Cracking to south elevation of building B



Photograph 101 – Filled cracking to concrete wall panels to north elevation of building A



Photograph 102 – Filled cracking to concrete wall panels to north elevation of building A



Photograph 103 – Cracking to concrete wall panels to north elevation of building A



Photograph 104 – Cracking to concrete wall panels to north elevation of building A



Photograph 105 – Cracking to concrete wall panels to north elevation of building A



Photograph 106 – Cracking to the concrete wall panels to the north elevation of building A



Photograph 107 – Cracking to the concrete wall panels to the north elevation of building A



Photograph 108 – Cracking to the concrete wall panels to the north elevation of building A



Photograph 109 – Cracking to the concrete wall panels to the north elevation of building A



Photograph 110 – Tension plates filled with silicone



Photograph 111 – Fill is cracking away at tension plates



Photograph 112 – Fill is cracking away at tension plates



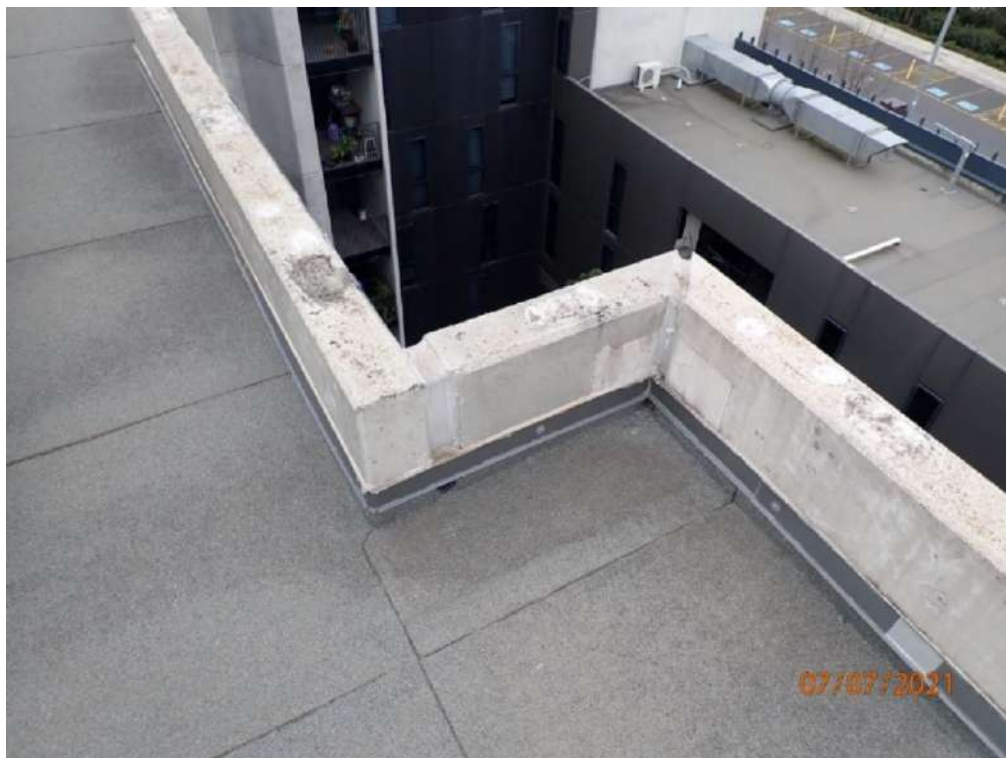
Photograph 113 – Fill is cracking away at tension plates



Photograph 114 – Fill is cracking away at tension plates



Photograph 115 – Gaps between concrete wall panels exceeding 50 mm to building B



Photograph 116 – Gaps between concrete wall panels exceeding 50 mm to building B



Photograph 117 – Gaps between concrete wall panels exceeding 50 mm to building B



Photograph 118 – Gaps between concrete wall panels exceeding 50 mm to building B



Photograph 119 – Metal plates fixed to large gaps between concrete wall panels on building B roof



Photograph 120 – Metal plates fixed to large gaps between concrete wall panels on building B roof



Photograph 121 – Metal plates fixed to large gaps between concrete wall panels on building B roof



Photograph 122 – Metal plates fixed to large gaps between concrete wall panels on building B roof



Photograph 123 – Metal plates fixed to large gaps between concrete wall panels on building B roof



Photograph 124 – Metal plates fixed to large gaps between concrete wall panels on building B roof



Photograph 125 – Water ponding west elevation of building B



Photograph 126 – Water staining and leaves gathering at external edges of roof to west elevation of building A



Photograph 127 – Water staining and leaves gathering at external edges of roof to west elevation of building A



Photograph 128 – Water staining to external edges and around solar panels to building A



Photograph 129 – Water staining to external edges and around solar panels to building A



Photograph 130 - Butynol waterproofing sheets which are loose under foot



Photograph 131 - Pressure flashings to Butynol sheets fixed to concrete wall at more than 750 mm centres to roofing of buildings A and B



Photograph 132 - Pressure flashings to Butynol sheets fixed to concrete wall at more than 750 mm centres to roofing of buildings A and B



Photograph 133 - Pressure flashings to Butynol sheets fixed to concrete wall at more than 750 mm centres to roofing of buildings A and B



Photograph 134 - Building A north east corner and the centre of the ceiling of the stairwell at the rooftop level



Photograph 135 - Building A north east corner and the centre of the ceiling of the stairwell at the rooftop level



Photograph 136 - Building A centre ceiling of the stairwell at the rooftop level



Photograph 137 – Building A, rooftop level, air vent to west wall of lift shaft



Photograph 138 - Building B north west corner of the north stairwell wall at rooftop level



Photograph 139 - Building B north east corner of the north stairwell wall at rooftop level



Photograph 140 - Building B facing north west corner of the north stairwell wall at rooftop level, deteriorating patching



Photograph 141 - Building B facing north west corner of the north stairwell wall at rooftop level, deteriorating patching



Photograph 142 - Lot 106B/Apartment 116B, northwest corner of bedroom skirting trim



Photograph 143 - Lot 106B/Apartment 116B, southwest corner of bedroom skirting trim



Photograph 144 - Lot 106B/Apartment 116B, southwest bedroom corner moisture reading



Photograph 145 - Lot 106B/Apartment 116B, west bedroom wall moisture reading



Photograph 146 - Lot 106B/Apartment 116B, west elevation wall and planter box



Photograph 147 - Lot 106B/Apartment 116B, west elevation wall and planter box



Photograph 148 - Lot 109A/Apartment 109A, planter box overflow outlet



Photograph 149 - Lot 109A/Apartment 109A, planter box overflow outlet



Photograph 150 - No evidence of a drainage point



Photograph 151 - Lot 110A/Apartment 110A, courtyard planter box facing southwest



Photograph 152 - Lot 110A/Apartment 110A, courtyard planter box facing west



Photograph 153 – Upper basement level, beneath Lot 110A/Apartment 110A planter boxes



Photograph 154 - Upper basement level, beneath Lot 110A/Apartment 110A planter boxes



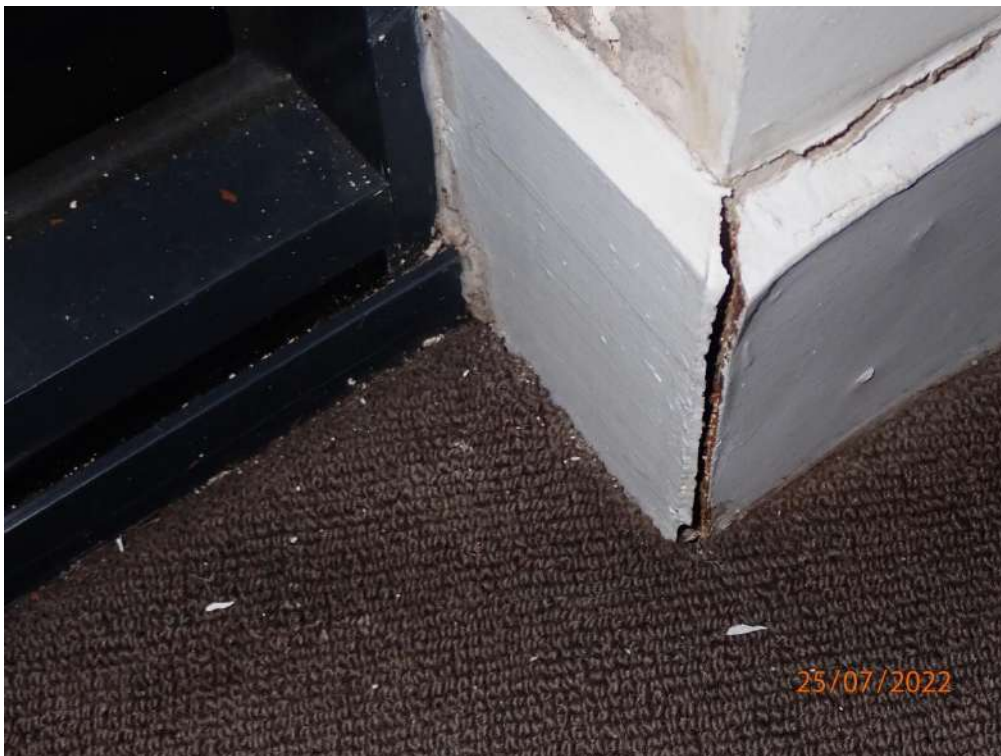
Photograph 155 - Upper basement level, beneath Lot 110A/Apartment 110A planter boxes



Photograph 156 – Lot 208A/Apartment 208A, bedroom window, moisture damage to wall and ceiling



Photograph 157 - Lot 208A/Apartment 208A, bedroom window, moisture damage to wall and ceiling



Photograph 158 - Lot 208A/Apartment 208A, bedroom window, moisture damage to skirting trim



Photograph 159 - Lot 208A/Apartment 208A, bedroom window, moisture damage to skirting trim and window reveal



Photograph 160 – Lot 208A/Apartment 208A, bedroom window, moisture damage to window reveal and adjacent wall and ceiling



Photograph 161 – Lot 221B/Apartment 231B, northern bedroom, west window reveal paint damage



Photograph 162 – Lot 221B/Apartment 231B, northern bedroom, west window reveal paint damage



Photograph 163 – Lot 221B/Apartment 231B, northern bedroom, west window reveal moisture reading 9.5%



Photograph 164 – Lot 306A/Apartment 306A, affected wall right of the shower



Photograph 165 - Lot 306A/Apartment 306A, moisture damaged wall right of the shower



Photograph 166 – Lot 306A/Apartment 306A, moisture damage to lower wall right of the shower



Photograph 167 - Lot 306A/Apartment 306A, adjacent to affected wall from within shower



Photograph 168 – Lot 312A/Apartment 312A, entrance hallway ceiling hatch



Photograph 169 – Lot 312A/Apartment 312A, concrete roof soffit above ceiling hatch, efflorescence and calcium deposits



Photograph 170 – Lot 312A/Apartment 312A, concrete roof soffit above ceiling hatch, elevated moisture reading of 34%



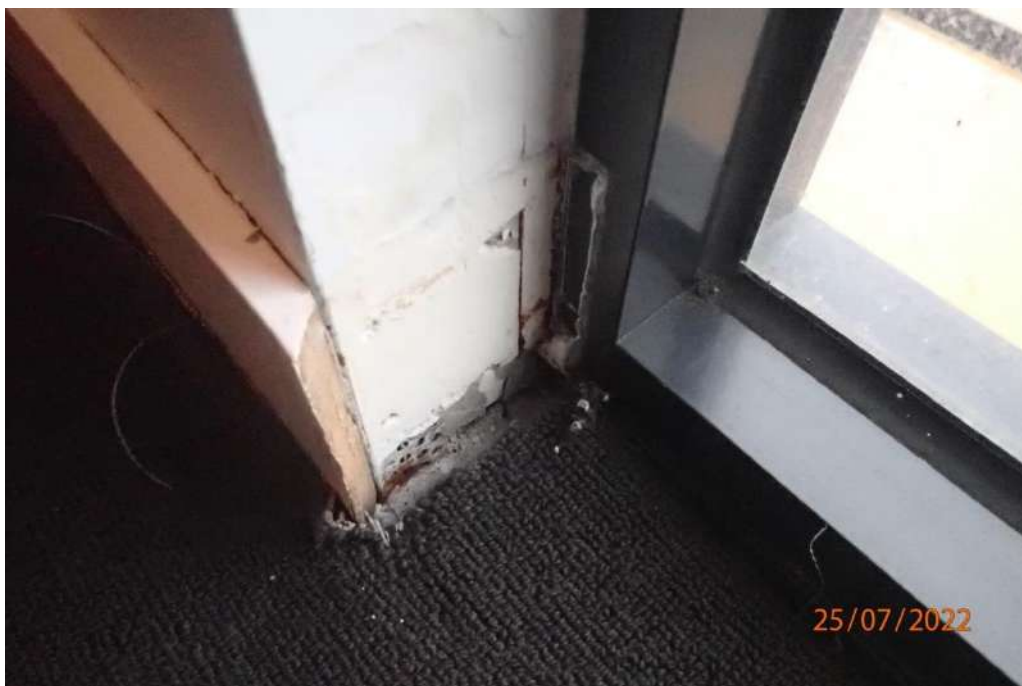
Photograph 171 – Lot 312A/Apartment 312A, rooftop above ceiling hatch, potential area of water ingress



Photograph 172 – Lot 312A/Apartment 312A, rooftop above ceiling hatch, potential area of water ingress



Photograph 173 - Lot 321B/Apartment 333B, single window on the south wall of the living area



Photograph 174 - Lot 321B/Apartment 333B, single window on the south wall of the living area, missing skirting trim



Photograph 175 - Lot 321B/Apartment 333B, damaged skirting trim adjacent to the window on the south wall of the living area



Photograph 176 - Lot 321B/Apartment 333B, damaged carpet adjacent to the window on the south wall of the living area



Photograph 177 - Lot 321B/Apartment 333B, damaged carpet adjacent to the window on the south wall of the living area



Photograph 178 – Lot 324B/Apartment 336B, north west corner of living area, carpet staining



Photograph 179 – Lot 324B/Apartment 336B, north west corner of living area, carpet staining to underside of carpet



Photograph 180 - Lot 324B/Apartment 336B, north west corner of living area, skirting trim moisture reading 40.7%



Photograph 181 - Lot 324B/Apartment 336B, north west corner of living area, carpet smooth edge rot and mould; and skirting trim delamination



Photograph 182 – Lot 324B/Apartment 336B, water testing to north west apartment windows



Photograph 183 - Lot 324B/Apartment 336B, water testing to north west apartment windows



Photograph 184 - Lot 324B/Apartment 336B, north west corner of living area, water ingress from water testing



Photograph 185 - Lot 402A/Apartment 402A living area west wall skirting trim



Photograph 186 - Lot 402A/Apartment 402A living area west wall skirting trim moisture reading



Photograph 187 - Lot 402A/Apartment 402A living area west wall carpet and smooth edge



Photograph 188 - Lot 402A/Apartment 402A water testing to west elevation wall



Photograph 189 - Lot 402A/Apartment 402A perished sealant to west elevation wall



Photograph 190 - Lot 402A/Apartment 402A water ingress to west living area floor



Photograph 191 - Lot 418B/Apartment 428B, north east balcony soffit, efflorescence visible from Lot 321B/Apartment 333B



Photograph 192 - Lot 418B/Apartment 428B, north east balcony soffit, efflorescence visible from Lot 321B/Apartment 333B



Photograph 193 - Lot 418B/Apartment 428B, south west balcony soffit, efflorescence visible from Lot 321B/Apartment 333B



Photograph 194 - Lot 607B/Apartment 605B, west wall opening to the balcony



Photograph 195 - Lot 607B/Apartment 605B, west wall opening to the balcony, skirting trim



Photograph 196 - Lot 607B/Apartment 605B, north end of west wall opening to the balcony, elevated moisture reading 35.6%



Photograph 197 - Lot 607B/Apartment 605B, south end of west wall opening to the balcony, elevated moisture reading 16.7%



Photograph 198 - Lot 607B/Apartment 605B, north end of west wall opening door to the balcony, gap in sill



Photograph 199 - Lot 607B/Apartment 605B, north end of west wall opening to the balcony, damage to carpet



Photograph 200 - Lot 607B/Apartment 605B, north end of west wall opening to the balcony, damage to carpet



Photograph 201 - Lot 607B/Apartment 605B, south end of west wall opening to the balcony, damage to carpet



Photograph 202 - 704B/Apartment 703B, west window of the south bedroom



Photograph 203 - 704B/Apartment 703B, west window of the south bedroom, damage to skirting trim



Photograph 204 - 704B/Apartment 703B, west window of the south bedroom, elevated moisture reading of 14% to concrete floor



Photograph 205 - 704B/Apartment 703B, west window of the south bedroom, damage to carpet and smooth edge



Photograph 206 - 704B/Apartment 703B, west window of the south bedroom, damage to carpet and smooth edge



Photograph 207 - 704B/Apartment 703B, west window of the south bedroom, damage to carpet and smooth edge



Photograph 208 - 704B/Apartment 703B, water testing external west window of the south bedroom



Photograph 209 - 704B/Apartment 703B, west window of the south bedroom, water ingress from water testing



Photograph 210 - 704B/Apartment 703B, living sliding door opening to balcony



Photograph 211 - 704B/Apartment 703B, living sliding door opening to balcony, damaged skirting trim and carpet



Photograph 212 - 704B/Apartment 703B, living sliding door opening to balcony elevated moisture level of 15% to adjacent plasterboard wall



Photograph 213 - 704B/Apartment 703B, living sliding door opening to balcony water and mould damage to underside of carpet



Photograph 214 - 704B/Apartment 703B, water testing to living sliding door opening to balcony



Photograph 215 - 704B/Apartment 703B, water testing to living sliding door opening to balcony



Photograph 216 - 704B/Apartment 703B, water ingress to living sliding door from water testing



Photograph 217 - Lot 713B/Apartment 712B bedroom balcony wall missing render (photo taken on Samsung mobile phone on 25 July 2022 by Peter Kyriakou)



Photograph 218 - Lot 713B/Apartment 712B main balcony wall cast in plates (photo taken on Samsung mobile phone on 25 July 2022 by Peter Kyriakou)



Photograph 219 - Lot 713B/Apartment 712B south wall cracking visible from main balcony(photo taken on Samsung mobile phone on 25 July 2022 by Peter Kyriakou)



Photograph 220 - Lot 713B/Apartment 712B south wall cracking visible from main balcony.
(photo taken on Samsung mobile phone on 25 July 2022 by Peter Kyriakou)

Attachment C Costings

Costing Basis & Assumptions

This pricing is based on the works to be done being carried out by a small competitive builder with access to the required trades, suppliers and subcontractors. Each item is priced independently using trade rates where appropriate, and otherwise with a cost of direct labour and material provided. Plant hire charges are included where plant is required (P). A margin is added.

The quantity of hours for labour included in any item (L) allows for time to set up on site to carry out the work and clean up after. Where the item will take part only of the day and no other items which can be done that day by the same trade are included among those priced the amount allowed is increased to allow travel to and from the site. With rectification or completion of new work time must be allowed for protection of existing work, furniture and furnishings.

The labour rate used is intended to cover not only the wages and on costs of that labour, but also the supply and running costs of the tools generally required plus transport. A rate of \$75.00 per hour has been used for the general trades, \$65.00 per hour for labourers and \$85.00 per hour for the licensed trades, e.g. electrician and plumber. \$85.00 per hour has been allowed for painters and for plaster boarders with this figure to include material as well as labour.

The amounts allowed for material (M) include an appropriate wastage allowance and rates at which small quantities can be purchased.

Because with rectification and completion work there is a greater element of uncertainty a loading to some items is added for contingencies (C).

The margin added to each item is intended to cover preliminaries, permit fees, warranties, overheads, supervision and profit. A rate of 30% has been used generally. GST is added to the total for each item at the rate of 10%.

Summary of Costings

Item	\$
Common property	
Item 1 – Water ingress	666,571.00
Item 2 – Water tanks	11,199.00
Item 3 – Cracking to external walls	24,696.00
Item 4 – Gaps to concrete wall panels	32,710.40
Item 5 – Roof ponding water	885,495.00
Item 6 – Pressure flashings	-
Item 7 – Planter boxes	-
Item 8 – Building A stairwell	8,682.00
Item 9 – Building A lift shaft	3,963.00
Item 10 – Building B stairwell	4,587.00
Lot 106B/Apartment 116B	
Item 11 – Bedroom skirting trim	14,855.00
Lot 109A/Apartment 109A	
Item 12 – Planter box	-
Lot 110A/Apartment 110A	
Item 13 – Planter Box	-
Lot 208A/Apartment 208A	
Item 14 – Bedroom window	10,561.00
Lot 221B/Apartment 231B	
Item 15 – Bedroom window	10,561.00
Lot 306A/Apartment 306A	
Item 16 – Bathroom shower	6,943.00
Lot 312A/Apartment 312A	
Item 17 – Concrete roof soffit	1,698.00
Lot 321B/Apartment 333B	
Item 18 – South living area window	13,361.00
Lot 324B/Apartment 336B	
Item 19 – Living windows	17,129.00
Lot 402A/Apartment 402A	
Item 20 – Living skirting trim	16,390.00
Lot 418B/Apartment 428B	
Item 21 – Balcony wall	14,879.00
Lot 607B/Apartment 605B	
Item 22 – Living	13,810.00
Lot 704B/Apartment 703B	
Item 23 – Bedroom window	13,810.00
Item 24 – Living area sliding door	13,810.00
Lot 713B/Apartment 712B	
Item 25 – Bedroom balcony wall render	2,775.00
Item 26 – Main balcony wall cast in plates	1,708.00
Item 27 – Wall panel cracking	37,390.00
Total	1,836,265.40

Detailed Costings

Item 1 - Water ingress

Description	Rate	Quantity	Unit	Rate	\$
Remove plants from garden beds and planter boxes	L	250	H	75.00	18,750.00
Remove all fill and soil from planter boxes	L	250	H	65.00	16,250.00
Remove crazy paving	L	249	M2	48.00	11,952.00
Remove paving from common and private areas	L	349	M2	48.00	16,752.00
High pressure clean planter boxes	L	24	H	65.00	1,560.00
Grind surfaces to the planter boxes, garden beds and paving areas ready for waterproofing	L	939	M2	15.00	14,085.00
Apply screed to waste points	LM	939	M2	85.00	79,815.00
Install external waterproofing membrane to all planter boxes, garden beds and paved areas	LM	1,187	M2	85.00	100,895.00
Reinstall fill, soil to the planter boxes and garden beds	L	250	H	65.00	16,250.00
Plant the plants for the garden beds	L	250	H	75.00	18,750.00
Supply crazy paving	M	274	M2	59.00	16,166.00
Lay crazy paving to the paved areas	LM	249	M2	85.00	21,165.00
Supply pavers	M	384	M2	36.00	13,824.00
Install pavers	LM	349	M2	65.00	22,685.00
Machine hire for removal and reinstatement of garden beds	LP	250	H	125.00	31,250.00
Render all planter boxes	LM	248	M2	65.00	16,120.00
Waste removal	LMP	70	M3	107.00	7,490.00
					-
Sub Total					423,759.00
Contingencies				10%	42,375.00
					466,134.00
Margin				30%	139,840.00
					605,974.00
GST				10%	60,597.00
Total					666,571.00

Item 2 - Water tanks

Description	Rate	Quantity	Unit	Rate	\$
Clean out the water tanks	LP	32	H	125.00	4,000.00
Commission pumps	L	8	H	85.00	680.00
Clean off the efflorescence to the block walls surrounding the water tanks	LM	16	H	85.00	1,360.00
Complete a dilapidation inspection of the walls surrounding the water tanks	L	4	H	270.00	1,080.00
					-
Sub Total					7,120.00
Contingencies				10%	712.00
					7,832.00
Margin				30%	2,349.00
					10,181.00
GST				10%	1,018.00
Total					11,199.00

Item 3 - Cracking to external walls

Description	Rate	Quantity	Unit	Rate	\$
Monitor crack through tell tails	L	7	E	1,080.00	7,560.00
Supply and install tell tales	LM	8	E	50.00	400.00
Render cracked areas	LM	100	M2	65.00	6,500.00
Supply scaffold	LMP	1	E	1,240.00	1,240.00
					-
Sub Total					15,700.00
Contingencies				10%	1,570.00
					17,270.00
Margin				30%	5,181.00
					22,451.00
GST				10%	2,245.00
Total					24,696.00

Item 4 - Gaps to concrete wall panels

Description	Rate	Quantity	Unit	Rate	\$
Supply parapet cappings	M	291	LM	20.15	5,863.65
Install parapet cappings over the top of the precast concrete panels	L	265	LM	56.35	14,932.75
					-
Sub Total					20,796.40
Contingencies				10%	2,079.00
					22,875.40
Margin				30%	6,862.00
					29,737.40
GST				10%	2,973.00
Total					32,710.40

Item 5 - Roof ponding water

Description	Rate	Quantity	Unit	Rate	\$
Remove all roof services	L	68	H	85.00	5,780.00
Remove pressure flashings	L	32	H	85.00	2,720.00
Remove Butynol sheets	L	2,055	M2	15.00	30,825.00
Apply screed to drainage points	LM	2,055	M2	110.00	226,050.00
Supply and install Butynol	LM	2,055	M2	140.00	287,700.00
Install pressure flashings	LM	48	H	85.00	4,080.00
Install roof services	L	68	H	85.00	5,780.00
					-
Sub Total					562,935.00
Contingencies				10%	56,293.00
					619,228.00
Margin				30%	185,768.00
					804,996.00
GST				10%	80,499.00
Total					885,495.00

Item 6 - Pressure flashings

Costing included in item 5.

Item 7 - Planter boxes

Costing included in item 1 above.

Item 8 - Building A stairwell

Description	Rate	Quantity	Unit	Rate	\$
Remove existing waterproofing from rooftop	L	16	H	85.00	1,360.00
Inspect and rectify overflow drainage pipe	L	4	H	105.00	420.00
Install new waterproof membrane to roof and wall as required	L	16	H	85.00	1,360.00
Waterproofing materials and consumables	M	1	I	900.00	900.00
Sitre clean including efflorescence and calcification	L	16		85.00	1,360.00
Cleaning consumables	M	1	I	120.00	120.00
					-
Sub Total					5,520.00
Contingencies				10%	552.00
					6,072.00
Margin				30%	1,821.00
					7,893.00
GST				10%	789.00
Total					8,682.00

Item 9 – Building A lift shaft

Description	Rate	Quantity	Unit	Rate	\$
Cleaning of slurry by lift technicians	L	16	H	105.00	1,680.00
Audit the condition of lift equipment	L	8	H	105.00	840.00
					-
				Sub Total	2,520.00
				Contingencies	10%
					252.00
					2,772.00
				Margin	30%
					831.00
					3,603.00
				GST	10%
					360.00
				Total	3,963.00

Item 10 - Building B stairwell

Description	Rate	Quantity	Unit	Rate	\$
Remove existing patching over casting plates	L	2	H	85.00	170.00
Treat casting plates with an anti corrosion	L	2	H	85.00	170.00
Install flexible sealant to vertical control joints	L	1	H	85.00	85.00
Patch over cast in plates	L	2	H	86.00	172.00
Paint to match	LM	1	I	660.00	660.00
Consumables	M	1	E	300.00	300.00
Site clean including pressure cleaning of efflorescence and calcification	LM	16	H	85.00	1,360.00
					-
				Sub Total	2,917.00
				Contingencies	10%
					291.00
					3,208.00
				Margin	30%
					962.00
					4,170.00
				GST	10%
					417.00
				Total	4,587.00

Item 11 - Bedroom skirting trim

Description	Rate	Quantity	Unit	Rate	\$
Remove existing sealant and clean surface	L	8	H	85.00	680.00
Install new flexible sealant	L	1	H	600.00	600.00
Over flashing to external apartment wall and plater box wall	LM	16	E	105.00	1,680.00
Flashing materials	M	1	E	1,050.00	1,050.00
Install internal surface protection	LM	4	H	105.00	420.00
Remove damage skirting trim and plasterboard	L	3	H	85.00	255.00
Water testing	L	8	H	85.00	680.00
Allow to dry and treat for mould	LM	1	E	800.00	800.00
Reinstate skirting trim and plasterboard	L	12	E	85.00	1,020.00
Materials and consumables	M	1	E	600.00	600.00
Painting	L	8	H	85.00	680.00
Paint and consumables	M	1	E	300.00	300.00
Site clean	LM	8		85.00	680.00
					-
Sub Total					9,445.00
Contingencies				10%	944.00
					10,389.00
Margin				30%	3,116.00
					13,505.00
GST				10%	1,350.00
Total					14,855.00

Item 12 - Planter box

Costing included in item 1 above.

Item 13 - Planter box

Costing included in item 1 above.

Item 14 - Bedroom window

Description	Rate	Quantity	Unit	Rate	\$
Install internal surface protection	LM	4	H	105.00	420.00
Remove roller blind	L	4	H	85.00	340.00
Remove blind and cut out damaged plasterboard ceiling and wall	L	3	H	85.00	255.00
Water testing	L	8	H	85.00	680.00
Reseal window opening	LM	1	E	600.00	600.00
Allow to dry and treat for mould	LM	1	E	800.00	800.00
Repair plasterboard ceiling and wall	L	12	E	85.00	1,020.00
Materials and consumables	M	1	E	600.00	600.00
Painting	L	8	H	85.00	680.00
Paint and consumables	M	1	E	300.00	300.00
Install roller blind	L	4	H	85.00	340.00
Site clean	LM	8	H	85.00	680.00
					-
Sub Total					6,715.00
Contingencies				10%	671.00
					7,386.00
Margin				30%	2,215.00
					9,601.00
GST				10%	960.00
Total					10,561.00

Item 15 - Bedroom window

Description	Rate	Quantity	Unit	Rate	\$
Install internal surface protection	LM	4	H	105.00	420.00
Remove roller blind	L	4	H	85.00	340.00
Remove blind and cut out damaged plasterboard ceiling and wall	L	3	H	85.00	255.00
Water testing	L	8	H	85.00	680.00
Reseal window opening	LM	1	E	600.00	600.00
Allow to dry and treat for mould	LM	1	E	800.00	800.00
Repair plasterboard ceiling and wall	L	12	E	85.00	1,020.00
Materials and consumables	M	1	E	600.00	600.00
Painting	L	8	H	85.00	680.00
Paint and consumables	M	1	E	300.00	300.00
Install roller blind	L	4	H	85.00	340.00
Site clean	LM	8	H	85.00	680.00
					-
Sub Total					6,715.00
Contingencies				10%	671.00
					7,386.00
Margin				30%	2,215.00
					9,601.00
GST				10%	960.00
Total					10,561.00

Item 16 - Bathroom shower

Description	Rate	Quantity	Unit	Rate	\$
Install internal surface protection	LM	4	H	105.00	420.00
Cut out damaged plasterboard wall	L	3	H	85.00	255.00
Water testing	L	8	H	85.00	680.00
Remove existing sealants and install new sealant to shower frame and tiled wall	LM	1	E	600.00	600.00
Allow to dry and treat for mould	LM	1	E	800.00	800.00
Repair plasterboard ceiling and wall	L	4	E	85.00	340.00
Materials and consumables	M	1	E	150.00	150.00
Painting	L	8	H	85.00	680.00
Paint and consumables	M	1	E	150.00	150.00
Site clean	LM	4	H	85.00	340.00
					-
Sub Total					4,415.00
Contingencies				10%	441.00
					4,856.00
Margin				30%	1,456.00
					6,312.00
GST				10%	631.00
Total					6,943.00

Item 17 - Concrete roof soffit

Description	Rate	Quantity	Unit	Rate	\$
Install internal surface protection	LM	1	H	105.00	105.00
Clean efflorescence and calcification	L	7	H	85.00	595.00
Consumables	M	1	I	40.00	40.00
Site clean	LM	4	H	85.00	340.00
					-
Sub Total					1,080.00
Contingencies				10%	108.00
					1,188.00
Margin				30%	356.00
					1,544.00
GST				10%	154.00
Total					1,698.00

Item 18 - South living area window

Description	Rate	Quantity	Unit	Rate	\$
Install internal surface protection	LM	4	H	105.00	420.00
Remove damages skirting trim	L	4	H	85.00	340.00
Cut out damaged plasterboard wall.	L	3	H	85.00	255.00
Allow to dry and treat for mould	LM	1	E	800.00	800.00
Elevated work platform hire	P	1	I	900.00	900.00
Road occupancy permit	P	1	I	1,200.00	1,200.00
Traffic Management	LMP	1	I	960.00	960.00
Water testing	L	8	H	85.00	680.00
Remove existing sealants and install new sealant to shower frame and tiled wall	LM	8	E	105.00	840.00
Repair plasterboard wall and install new skirting trim	L	8	E	85.00	680.00
Materials and consumables	M	1	E	300.00	300.00
Painting	L	8	H	85.00	680.00
Paint and consumables	M	1	E	100.00	100.00
Site clean	LM	4	H	85.00	340.00
					-
Sub Total					8,495.00
Contingencies				10%	849.00
					9,344.00
Margin				30%	2,803.00
					12,147.00
GST				10%	1,214.00
Total					13,361.00

Item 19 - Living windows

Description	Rate	Quantity	Unit	Rate	\$
Install internal surface protection	LM	4	H	105.00	420.00
Remove and discard damaged carpet, underlay, wall paper, plasterboard wall and skirting trim.	L	4	H	85.00	340.00
Waste disposal	LP	1	E	300.00	300.00
Allow to dry and treat for mould	LM	1	E	800.00	800.00
Elevated work platform hire	P	1	I	900.00	900.00
Water testing	L	4	H	105.00	420.00
Remove and discard of corner colorbond flashing	L	4	H	105.00	420.00
Install new flashing	L	8	E	105.00	840.00
New flashing and consumables	M	1	I	550.00	550.00
Repair plasterboard wall and install new skirting trim	L	8	E	85.00	680.00
Materials and consumables	M	1	E	300.00	300.00
Painting	L	8	H	85.00	680.00
Paint and consumables	M	1	E	100.00	100.00
Install new wall paper	LM	1	E	1,600.00	1,600.00
New carpet installation	LM	1	E	2,200.00	2,200.00
Site clean	LM	4	H	85.00	340.00
					-
Sub Total					10,890.00
Contingencies				10%	1,089.00
					11,979.00
Margin				30%	3,593.00
					15,572.00
GST				10%	1,557.00
Total					17,129.00

Item 20 - Living skirting trim

Description	Rate	Quantity	Unit	Rate	\$
Install internal surface protection	LM	4	H	105.00	420.00
Remove and discard damaged carpet, underlay, plasterboard wall and skirting trim.	L	4	H	85.00	340.00
Waste disposal	LP	1	E	300.00	300.00
Allow to dry and treat for mould	LM	1	E	800.00	800.00
Scaffold hire	P	1	I	900.00	900.00
Remove existing sealant, clean surface and install new sealant.	L	8	H	105.00	840.00
Spotter hire	L	16	H	105.00	1,680.00
Water testing	L	8	H	105.00	840.00
Repair plasterboard wall and install new skirting trim	L	8	E	85.00	680.00
Materials and consumables	M	1	E	300.00	300.00
Painting	L	8	H	85.00	680.00
Paint and consumables	M	1	E	100.00	100.00
New carpet installation	LM	1	E	2,200.00	2,200.00
Site clean	LM	4	H	85.00	340.00
					-
				Sub Total	10,420.00
				Contingencies 10%	1,042.00
					11,462.00
				Margin 30%	3,438.00
					14,900.00
				GST 10%	1,490.00
				Total	16,390.00

Item 21 - Balcony wall

Description	Rate	Quantity	Unit	Rate	\$
Install surface protection	LM	4	H	105.00	420.00
Remove balcony tiling, screed and clean substrate.	L	32	H	85.00	2,720.00
Reinstall waste flange to balcony	LP	1	E	300.00	300.00
Install waterproofing	LM	1	E	800.00	800.00
Install screed with correct falls to waste flange	P	1	E	600.00	600.00
Install waterproofing over screed	L	1	E	800.00	800.00
Installation of new tiles and grout	L	16	H	85.00	1,360.00
Tiles and consumables	M	5	M2	150.00	750.00
Pressure balcony wall of Lot 321B/Apartment 333B of efflorescence and calcification	L	4	E	85.00	340.00
Materials and consumables	M	1	E	150.00	150.00
Painting adjacent wall surfaces as required	L	8	H	85.00	680.00
Paint and consumables	M	1	E	200.00	200.00
Site clean	LM	4	H	85.00	340.00
					-
Sub Total					9,460.00
Contingencies				10%	946.00
					10,406.00
Margin				30%	3,121.00
					13,527.00
GST				10%	1,352.00
Total					14,879.00

Item 22 - Living

Description	Rate	Quantity	Unit	Rate	\$
Install surface protection	LM	4	H	105.00	420.00
Remove door and window unit	L	8	H	85.00	680.00
Install new window apron flashing	L	4	H	105.00	420.00
Plumbing consumables	M	1	E	300.00	300.00
Reinstate door and window unit	L	8	H	85.00	680.00
Water test door and window set	L	8	H	105.00	840.00
Remove damaged skirting trim and any damaged plasterboard	L	4	H	85.00	340.00
Allow to dry and treat for mould	LM	1	E	800.00	800.00
Repair damaged plasterboard and install skirting trim	L	8	H	85.00	680.00
Skirting, plasterboard and consumables	M	1	E	200.00	200.00
Painting wall and skirting trim	L	8	H	85.00	680.00
Paint and consumables	M	1	E	200.00	200.00
New carpet installation	LM	1	E	2,200.00	2,200.00
Site clean	LM	4	H	85.00	340.00
					-
Sub Total					8,780.00
Contingencies				10%	878.00
					9,658.00
Margin				30%	2,897.00
					12,555.00
GST				10%	1,255.00
Total					13,810.00

Item 23 - Bedroom window

Description	Rate	Quantity	Unit	Rate	\$
Install surface protection	LM	4	H	105.00	420.00
Remove window	L	8	H	85.00	680.00
Install new window apron flashing	L	4	H	105.00	420.00
Plumbing consumables	M	1	E	300.00	300.00
Reinstate window	L	8	H	85.00	680.00
Water test window	L	8	H	105.00	840.00
Remove damaged skirting trim and any damaged plasterboard	L	4	H	85.00	340.00
Allow to dry and treat for mould	LM	1	E	800.00	800.00
Repair damaged plasterboard and install skirting trim	L	8	H	85.00	680.00
Skirting, plasterboard and consumables	M	1	E	200.00	200.00
Painting wall and skirting trim	L	8	H	85.00	680.00
Paint and consumables	M	1	E	200.00	200.00
New carpet installation	LM	1	E	2,200.00	2,200.00
Site clean	LM	4	H	85.00	340.00
					-
Sub Total					8,780.00
Contingencies				10%	878.00
					9,658.00
Margin				30%	2,897.00
					12,555.00
GST				10%	1,255.00
Total					13,810.00

Item 24 - Living sliding door

Description	Rate	Quantity	Unit	Rate	\$
Install surface protection	LM	4	H	105.00	420.00
Remove sliding door	L	8	H	85.00	680.00
Install new sliding door apron flashing	L	4	H	105.00	420.00
Plumbing consumables	M	1	E	300.00	300.00
Reinstall sliding door	L	8	H	85.00	680.00
Water test sliding door	L	8	H	105.00	840.00
Remove damaged skirting trim and any damaged plasterboard	L	4	H	85.00	340.00
Allow to dry and treat for mould	LM	1	E	800.00	800.00
Repair damaged plasterboard and install skirting trim	L	8	H	85.00	680.00
Skirting, plasterboard and consumables	M	1	E	200.00	200.00
Painting wall and skirting trim	L	8	H	85.00	680.00
Paint and consumables	M	1	E	200.00	200.00
New carpet installation	LM	1	E	2,200.00	2,200.00
Site clean	LM	4	H	85.00	340.00
					-
Sub Total					8,780.00
Contingencies				10%	878.00
					9,658.00
Margin				30%	2,897.00
					12,555.00
GST				10%	1,255.00
Total					13,810.00

Item 25 - Bedroom balcony wall render

Description	Rate	Quantity	Unit	Rate	\$
Install surface protection	LM	1	H	105.00	105.00
Remove render from horizontal control joint	L	4	H	85.00	340.00
Install flexible sealant to horizontal control joint	L	4	H	85.00	340.00
Consumables	M	1	E	300.00	300.00
Make good and paint adjacent wall surfaces and finishes; and clean site	L	8	H	85.00	680.00
					-
Sub Total					1,765.00
Contingencies				10%	176.00
					1,941.00
Margin				30%	582.00
					2,523.00
GST				10%	252.00
Total					2,775.00

Item 26 - Main balcony wall cast in plates

Description	Rate	Quantity	Unit	Rate	\$
External surface protection	LM	1	H	105.00	105.00
Remove existing sealant and corrosion	L	2	H	85.00	170.00
Treat casting plates with an anti corrosion	L	2	H	85.00	170.00
Install flexible sealant to horizontal control joint	L	1	H	85.00	85.00
Patch rebate to cast in plates	L	2	H	86.00	172.00
Consumables	M	1	E	300.00	300.00
Site clean	LM	1	H	85.00	85.00
					-
Sub Total					1,087.00
Contingencies				10%	108.00
					1,195.00
Margin				30%	358.00
					1,553.00
GST				10%	155.00
Total					1,708.00

Item 27 - Wall panel cracking

Description	Rate	Quantity	Unit	Rate	\$
Install surface protection	LM	1	E	1,400.00	1,400.00
Structural engineering design and certification	LMP	1	E	3,200.00	3,200.00
Building permit and fees	LMP	1	E	2,800.00	2,800.00
Scaffold hire	P	1	E	8,000.00	8,000.00
Spotter - working at heights	LM	24	H	105.00	2,520.00
Install heliocre bars	L	8	H	105.00	840.00
Heliocre bars and consumables	M	1	E	2,050.00	2,050.00
Repair rendered surface	L	8	H	105.00	840.00
Paint entire south elevation wall to apartment	LP	8	E	105.00	840.00
Paint and consumables	M	1	E	600.00	600.00
Site clean	LM	8	H	85.00	680.00
					-
Sub Total					23,770.00
Contingencies				10%	2,377.00
					26,147.00
Margin				30%	7,844.00
					33,991.00
GST				10%	3,399.00
Total					37,390.00

Attachment D List of Documents

Several documents were provided to me to assist in the preparation of my report. These documents are listed below.

No.	Documents
	Documents received from Mia Property
1.	Pasco Aquaprime WBE Technical Data Sheet, undated
2.	Pasco Aquaproof 121 Product Sheet, undated
3.	Mitcham Village Water Tank Report, undated
4.	Pasco Aquaplug Product Sheet Issue date July 2010
5.	Registered Plan of Subdivision Plan PS632398R
6.	Owners Corporation Search Report for Plan PS632398R produced 1 November 2012
7.	Failed polyurethane sealant in cold join Photograph
8.	Failed/missed area in cold join photograph
9.	Surface grinding / chasing of cold join photograph
10.	Start water plug in cold join photograph
11.	Water plug patches on bad concrete photograph
12.	Aqua plug cold join & step photograph
13.	121 membrane with type-s bandage to cold join photograph
14.	121 membrane with type-s bandage photograph
15.	121 membrane with type-s bandage to cold join photograph
	Documents received from Mia Property : Architectural
16.	Ink Studio Tender Plan: Cover sheet TD00 and drawing TD01 to TD21 Revision A
17.	Hayball Construction Issue Plan: drawings A02.01 Revision D; A02.02 Revision E; A02.03 Revision I; A02.04, A02.06, A02.07, A02.09 Revision F; A02.05 Revision G and A02.08 Revision H
18.	Colorbond Colour chart Classic and Contemporary range
19.	Louvre House Colour selections signed and dated 29 September 2013
20.	VMIA Domestic Building Insurance Certificate no. 600046932BWI-295 issued 3 April 2014
21.	Plan of Subdivision (Cross Sections C-C and D-D) PS 632398R sheet 22, reference 11575S1 Version 10, LANDATA timestamped 1 November 2012
22.	Planning Permit no. WH/2014/49 issued 27 March 2014

No.	Documents
23.	Louvre House Elevation drawing 2, sheet 2 of 3 dated 19 November 2013
24.	Louvre House Beam and Veranda Posts drawing 3, sheet 3 of 3 dated 19 November 2013
25.	Louvre House Site/Locality and Floor/Roof Plan: drawing 1, sheet 1 of 3 dated 19 November 2013
	Documents received from Mia Property : Architectural : 97300 C1- 97300 C10
26.	BP Plumbing Roof Drainage Plan: drawing C10 Revision AB
27.	BP Plumbing Lower Basement Drainage Plan: drawing C1 Revision AB
28.	BP Plumbing Upper Basement Drainage Plan: drawing C2 Revision AB
29.	BP Plumbing Level 1 Drainage Plan: drawing C3 Revision AB
30.	BP Plumbing Level 2 Drainage Plan: drawing C4 Revision AB
31.	BP Plumbing Level 3 Drainage Plan: drawing C5 Revision AB
32.	BP Plumbing Level 4 Drainage Plan: drawing C6 Revision AB
33.	BP Plumbing Level 5 Drainage Plan: drawing C7 Revision AB
34.	BP Plumbing Level 6 Drainage Plan: drawing C8 Revision AB
	Documents received from Mia Property : Architectural : 97300 H001- 97300 H109
35.	BP Plumbing Hydraulic Services Roof Sanitary Plumbing Layout Plan: drawing H109 Revision AB
36.	BP Plumbing Hydraulic Services Level 7 Sanitary Plumbing Layout Plan: drawing H108 Revision AB
37.	BP Plumbing Hydraulic Services Level 6 Sanitary Plumbing Layout Plan: drawing H107 Revision AB
38.	BP Plumbing Hydraulic Services Level 5 Sanitary Plumbing Layout Plan: drawing H106 Revision AB
39.	BP Plumbing Hydraulic Services Level 4 Sanitary Plumbing Layout Plan: drawing H105 Revision AB
40.	BP Plumbing Hydraulic Services Level 3 Sanitary Plumbing Layout Plan: drawing H104 Revision AB
41.	BP Plumbing Hydraulic Services Level 2 Sanitary Plumbing Layout Plan: drawing H103 Revision AB
42.	BP Plumbing Hydraulic Services Level 1 Sanitary Plumbing Layout Plan: drawing H102 Revision AB

No.	Documents
43.	BP Plumbing Hydraulic Services Upper Basement Sanitary Plumbing Layout Plan: drawing H101 Revision AB
44.	BP Plumbing Hydraulic Services Lower Basement Sanitary Plumbing Layout Plan: drawing H100 Revision AB
45.	BP Plumbing Hydraulic Services Gas Schematic Plan: drawing H004 Revision AB
46.	BP Plumbing Hydraulic Services Hot & Cold Water Schematic Plan: drawing H003 Revision AB
47.	BP Plumbing Hydraulic Services Site Plan: drawing H002 Revision AB
48.	BP Plumbing Hydraulic Services General Notes, Legend & Details Plan: drawing H001 Revision AB
	Documents received from Mia Property : Architectural : 97300 H200 - 97300 H209
49.	BP Plumbing Hydraulic Services Hot & Cold Water & Gas Layout Roof Plan: drawing H209 Revision AB
50.	BP Plumbing Hydraulic Services Level 7 Hot & Cold Water & Gas Layout Plan: drawing H208 Revision AB
51.	BP Plumbing Hydraulic Services Level 6 Hot & Cold Water & Gas Layout Plan: drawing H207 Revision AB
52.	BP Plumbing Hydraulic Services Level 5 Hot & Cold Water & Gas Layout Plan: drawing H206 Revision AB
53.	BP Plumbing Hydraulic Services Level 4 Hot & Cold Water & Gas Layout Plan: drawing H205 Revision AB
54.	BP Plumbing Hydraulic Services Level 3 Hot & Cold Water & Gas Layout Plan: drawing H204 Revision AB
55.	BP Plumbing Hydraulic Services Level 2 Hot & Cold Water & Gas Layout Plan: drawing H203 Revision AB
56.	BP Plumbing Hydraulic Services Level 1 – Ground Floor Hot & Cold Water & Gas Layout Plan: drawing H202 Revision AB
57.	BP Plumbing Hydraulic Services Upper Basement Hot & Cold Water & Gas Layout Plan: drawing H201 Revision AB
58.	BP Plumbing Hydraulic Services Lower Basement Hot & Cold Water & Gas Layout Plan: drawing H200 Revision AB
	Documents received from Noble Lawyers 24.5.21
59.	Summary of Building Cracks and other, including photographs dated 25 June 2020

No.	Documents
60.	Common Property photographs provided by Owner Gina Imlach, Apartment 121b undated
61.	Leaks in Façade photographs, undated
62.	Email dated 28 February 2021 from David – Mia Property to himself regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building
63.	Photographs Common Property undated
64.	Email dated 5 June 2020 from Amanda Truman to AJ regarding inspection of her apartment
65.	Document showing prioritised cracks and comments
66.	List of car park leaks dated 17 February 2012 (Version 1.0) including photographs and comments by builder
67.	Email dated 12 May 2021 from Loris Cohen to Maria – Mia Property cc Darren Noble regarding Mitcham Village Apartments - Water Tank
68.	Email dated 19 April 2021 from Rick Kornhauser to Maria – Mia Property regarding Mitcham Village Apartments - Planter to Building B
69.	Email dated 11 January 2021 from Matt Harty to Admin – Mia Property regarding water leaking from the garden bed on the B building on the 1st floor in the stairwell
	Documents received from Kim Thorne 4.7.21
70.	Summary of cracks and condensation dated June 2021
71.	Basement defects and leaks list dated June 2021
	Documents received from Kim Thorne 4.7.21 : 1 Colombo – Building defects : 0. Summary of Defects
72.	Defect Report dated 20 November 2012 by Property Inspections Victoria
	0. Summary of Defects : 7b. Cracks in the water tank in the basement
73.	Email dated 12 May 2021 from Rick Kornhauser to Maria – MIA Property regarding Mitcham Village Apartments - Water Tank (including photographs and other files)
74.	Email dated 4 July 2021 from Kim Thorne to 'Colombo Street' regarding Confirmation from council that works are completed (Blocked Drains)
75.	Email dated 4 July 2021 from Kim Thorne to 'Colombo Street' regarding Meeting With Council
	0. Summary of Defects : 7c. Cracks in the various areas of the facade of the building
76.	Summary of Building Cracks and Condensation dated June 2021
77.	Window cleaner façade photos undated

No.	Documents
	0. Summary of Defects : 7d. Leaking of planter boxes
78.	Email dated 4 July 2021 from Kim Thorne to 'Colombo Street' regarding Planter box A (photographs)
	0. Summary of Defects : 7e. Defects in the rooftop membrane
79.	Work Orders Report – Brief dated 7 April 2021 from Mia Property Manager
80.	Email dated 4 July 2021 from Tracy Warren to 'one.colombo@outlook.com' regarding Water pooling on roof in front of 711B & 712B Colombo (incl photo)
	1 Colombo - Building defects : 1. Carpark Leaks
81.	Email dated 11 June 2020 from Steve West to Maria – MIA Property regarding Corroded pipe
82.	Email dated 5 June 2020 from BM@1Colombo to Maria – MIA Property regarding 1 Colombo Street 614b unanswered emails
83.	Email dated 4 July 2021 from Kim Thorne to Colombo Street regarding leaks above carspaces
84.	Email dated 4 July 2021 from BM@1Colombo to Maria – MIA Property regarding Leak from pipe in car space 03
85.	Email dated 4 July 2021 from BM@1Colombo to Maria – MIA Property regarding Car park/building maintenance - Unit 519B
86.	Email dated 4 July 2021 from Kim Thorne to Maria – MIA Property regarding car park 39 leak & advice
87.	Email dated 12 February 2020 from Rick Kornhauser to Bryce Henley regarding leak over the carspot
88.	Car Park leaks list dated June 2020
89.	Basement Leak Photograph 2018 (several in sub-folder)
	1 Colombo - Building defects : 3. Cracks and condensation
90.	Building & Timber Pest Inspection Report dated 25 February 2019 by Melbourne House Check
	1 Colombo - Building defects : 3. Cracks and condensation : June 2020
91.	Email dated 4 June 2020 from Rayendra Karunaratne to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (unit 108)
92.	Email dated 12 June 2020 from Amanda Truman to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (unit 109A)

No.	Documents
93.	Email dated 5 June 2020 from Ginam Imlach (apt 121) to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (Common Areas)
94.	Email dated 10 June 2020 from Ginam Imlach to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (Apt 121)
95.	Email dated 4 June 2020 from Deckjock@icloud.com to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (Apt 122B)
96.	Email dated 3 June 2020 from Adrian Noorbergen to Maria – MIA Property regarding balcony ceiling in apartment 308A
97.	Email dated 12 June 2020 from William Zheng to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (unit 333B)
98.	Email dated 12 June 2020 from Taran Montaperto to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (unit 407A)
99.	Email dated 2 June 2020 from Graeme van Spaendonck to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (unit 415B)
100.	Email dated 2 June 2020 from Graeme van Spaendonck to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (unit 415B)
101.	Email dated 25 March 2020 from Kyla G&H Property Group to Maria – MIA Property regarding Kitchen ceiling cracks (unit 431B)
102.	Email dated 3 June 2020 from Cindy Oldham to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (unit 517B)
103.	Email dated 25 June 2020 from Kim Thorne to Maria – MIA Property regarding 1 Colombo Street - Link to Cracks (unit 608B)
104.	Email dated 12 June 2020 from BM@1Colombo to Maria – MIA Property regarding 609B cracks on internal walls and balcony concrete face - on behalf of the owner Mrs. Sevil Emregul
105.	Email dated 11 June 2020 from Kristina Lucic to Maria – MIA Property regarding cracks to external apartment 703B
106.	Email dated 12 May 2020 from Tracy Warren to Maria – MIA Property regarding 711B & 712B balcony issues.
107.	Email dated 22 May 2020 from Tracy Warren to Maria – MIA Property Re: Water Leak and Mould in Apartment 711B - Mitcham Village Apartments
108.	Email dated 4 July 2020 from Tracy Warren to Maria – MIA Property Re: Adjoining wall between 711B & 712 B due to planter leaking

No.	Documents
109.	Email dated 2 June 2020 from Tracy Warren to Maria – MIA Property regarding balcony at 712B Colombo Street
110.	Email dated 10 June 2020 from BM@1Colombo to Maria – MIA Property and David – MIA Property regarding issues with units 117B and 109A (cracks and access questions)
111.	Email dated 4 July 2020 from Tracy Warren to Maria – MIA Property regarding independent inspection was requested in March 2020
	1 Colombo - Building defects : 3. Cracks and condensation : June 2021
112.	Email dated 4 July 2021 from Tracey Warren to one.colombo@outlook.com regarding Planter Leak 712B - Continued repair - I personally emptied the planter on 13 June 2020 to insist LU Simon inspect the whole thing.
113.	Email dated 4 July 2021 from Tracey Warren to 'one.colombo@outlook.com regarding Planter leak - 712B First attempt at repair (photographs)
114.	Email dated 4 July 2021 from Tracey Warren to one.colombo@outlook.com sending photograph of unit 712 door to balcony with condensation/water dripping down
115.	Email dated 4 July 2021 from Tracey Warren to one.colombo@outlook.com sending photograph of unit 712 window with condensation/water dripping down
116.	Email dated 4 July 2021 from Kim Thorne to 'Colombo Street' regarding Large crack in the facade of Apartment 711B facing the Laneway.
117.	Email dated 25 June 2021 from Kristina Luc to one.colombo@outlook.com regarding 703b Colombo St - water leakage
118.	Email dated 25 June 2021 from Kristina Luc to one.colombo@outlook.com regarding 703b Apartment Cracks (west facing)
119.	Email dated 3 July 2021 from Kristina Luc to one.colombo@outlook.com regarding 703b Apartment Cracks – repaired (west facing)
120.	Email dated 25 June 2021 from Sevil Emregul to one.colombo@outlook.com regarding Fwd: 609B cracks on internal walls and balcony concrete face - on behalf of the owner Mrs. Sevil Emregul
121.	Email dated 4 July 2021 from Kim Thorne to 'Colombo Street' regarding 608B condensation
122.	Email dated 26 June 2021 from Ste Mu to one.colombo@outlook.com regarding Building defects - 602B
123.	Email dated 12 February 2021 from Rick Kornhauser to Bryce Henley regarding Apartment 528B 1-19 Colombo St Mitcham
124.	Email dated 30 June 2021 from Duncan Bushell to one.colombo@outlook.com regarding additional defect for apt 526B

No.	Documents
125.	Email dated 23 June 2021 from Duncan Bushell to one.colombo@outlook.com regarding defects for apt 526B
126.	Email dated 28 June 2021 from Josie Chambers to one.colombo@outlook.com regarding Unit 519B defects
127.	Email dated 21 June 2021 from Allison Nally to one.colombo@outlook.com regarding Unit 501A defects
128.	Email dated 22 June 2021 from Graeme van Spaendonck to one.colombo@outlook.com regarding Unit 415B defects
129.	Email dated 2 July 2021 from Eevien Tan to one.colombo@outlook.com regarding Water damage building inspection 405A
130.	Email dated 4 July 2021 from Kim Thorne to 'Colombo Street' regarding 333B/ 1 Colombo St I Water Leak Issue - urgent water from exterior entering apartment
131.	Email dated 4 July 2021 from Arthur to 'Colombo Street' regarding Unit 327B defects
132.	Email dated 27 June 2021 from Aman Mithani to one.colombo@outlook.com regarding Unit 231B **IMPORTANT** 1 - 19 Colombo Street Mitcham Notice of Building Defects Inspection
133.	Email dated 28 June 2021 from Ivy Mao to one.colombo@outlook.com regarding Fw: **IMPORTANT** 1 - 19 Colombo Street Mitcham Notice of Building Defects Inspection
	1-19 Colombo Council files
134.	Letter from Lane Amazon Conveyancing to Building Department, City of Whitehorse via facsimile dated 21 November 2021 including building certificate dated 20 November 2020 and Occupancy Permit No: 00363 issued 26 October 2012 13 pages
135.	Hayball Architects Mitcham village apartments un-named document pages 56-140 of 140 undated
136.	Murchie Consulting Pty Ltd 1-19 Colombo Street, Mitcham various Mechanical specification document pages dated 28 October 2010
137.	Stamped Hayball Architects Mitcham village apartments 1-19 Colombo Street, Mitcham Architectural specification issued for tender June 2010 Revision A dated 8 June 2010 pages 1 to 55 of 140
138.	Murchie Consulting Pty Ltd 1-19 Colombo Street, Mitcham various Electrical specification document pages dated 28 October 2010
139.	United Energy Drawing Nos. UE10/20/21 sheet 1 of 4; UE10/20/22/1; UE10/20/22/2; UE10/20/22/3; UE10/20/22/4; UE10/20/22/5; UE11/70/1930 and UE11/70/1930/2

No.	Documents
140.	Stamped Murchie Consulting Pty Ltd 1-19 Colombo Street, Mitcham various document pages dated 28 October 2010
141.	PLP Building Surveyors & Consultants Pty Ltd Building permit Stage 2 amendment Building permit No: BS-U23896/2011016/2 amended 5 May 2011
142.	PLP Building Surveyors & Consultants Pty Ltd Building permit stage 2 No: BS-U23896/2011016/2 issued 11 April 2011
143.	PLP Building Surveyors & Consultants Pty Ltd Building permit Stage 1 No: BS-U23896/2011016/1 documents issued 27 January 2011 153 pages
144.	Stamped Hayball Architects Mitcham village apartments 1-19 Colombo Street, Mitcham drawing Nos: A01.01; A01.02; A02.01; A02.02; A02.03; A03.01; A03.02; 09220-B1, 09220-E3 and 09220-E4 Rev D; 09220-E2, 09220-S1-S4 Rev E and 09220-E1 Rev F
	17032/02 Further work
145.	Email dated 20 July 2022 from D.Strimling to R.Hadarian and M Acero Subject: RE: Lift 3 - Building A
146.	lift photographs and video received 21 July 2022
147.	Emails dated 31 May 2022 between D.Strimling and P.Ryan Subject: FW: New leaks building A roof entry including photographs dated 31 May 2022; Subject:FW: Hi Danielle, it's nicholas green. Dated 15 July 2022
148.	Colombo Street master building defect Excel spreadsheet
149.	Schedule Of Parties undated
150.	In The Victorian Civil And Administrative Tribunal Building And Property List between Owners Corporation Plan No. PS632398R -and L.U Simon Builders Pty Ltd points of claim dated May 2022
151.	Certificate of conciliation Dispute reference numbers:DBDRV-2022-06-30776; 30777; 30778; 30779; 30780 and 30781 dates of notice: 28 June 2022
152.	Notice to residents, 1-19 Colombo Street Mitcham VIC 3132 from Owners Corporation committee re Building Defects Inspection on Tuesday, 6 July 2021 notice undated
153.	Notice to owners and agents, 1-19 Colombo Street Mitcham VIC 3132 from Owners Corporation committee re Building Defects Inspection on Tuesday, 6 July 2021 notice undated
154.	CLP Lawyers email letter from Johnathan Cohen to Owners Corporation PS632398R dated 7 February 2022
155.	CLP Lawyers email letter from Johnathan Cohen to Owners Corporation PS632398R dated 23 May 2022

No.	Documents
156.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority unsigned and undated
157.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities signed Claim forms and authority Lot 713B dated 22 November 2021; Lot 712B dated 4 December 2021; Lot 711B dated 3 June 2022; 705B dated 1 December 2021; Lot 703B signed 1 December 2021; Lot 610B signed 14 February 2022; 609B undated; 606B dated 14 February 2021; Lot 607B dated 14 February 2022; Lot 602B dated 4 March 2022; 601B dated 23 November 2021; Lot 518 (528b) undated; Lot 526B dated 2 March 2022; Lot 514B (Unit 524B) dated 4 December 2021
158.	Various photographs received 20 July 2022
159.	Emails with photographs from K Thorne to A Truong titled 1 Colombo St cracks in balcony wall dated 5 February 2020; titled 608B condensation dated 4 July 2021 and titled Leak from pipe in car space 03 dated 24 June 2019
160.	Emails between B Henley and Mia property manager Subject: RE: **IMPORTANT** 1 - 19 Colombo Street Mitcham Notice of Building Defects Inspection dated 21 June 2021; Subject:RE: 1-19 Colombo Street Mitcham Register of Cracks on external of Building dated 2 June 2020 and Subject: Building Defects - 258b, 1 Colombo St, Mitcham dated 2 July 2021
161.	Emails between B Henley and R Kornhauser Subject: Re: Apartment 528B 1-19 Colombo St Mitcham between 10 January and 12 February 2020
162.	Emails between B Henley and A Gomez Subject: RE: Apartment 528b - Building Inspection Report between 26 April and 20 December 2019
163.	Screen shot from B Henley Subject: LU Simon Txt sent on 2 December 2021
164.	Duncan Bushell list of defects word document undated
165.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Robert Silverton Ellis of Lot 101a dated 8 March 2022
166.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Samantha Kelly of Lot 111B dated 10 March 2022
167.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other

No.	Documents
	responsible parties or entities Claim form and authority signed by Carly Jones of Lot 102A dated 7 March 2022
168.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Gavin Drake of Lot 102B dated 9 February 2022
169.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Michele Jane Water of Lot 103A dated 6 December 2021
170.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Thampiah Sivapalan of Lot 113B dated 7 March 2022 (signed page only)
171.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Narradah Wolf of Lot 104A undated (signed page only)
172.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Matthew Harty of Lot 104B dated 16 February 2022
173.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Roberto Catena of Lot 115B dated 7 March 2022 (signed page only)
174.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Charmaine Thum of Lot 106A & Charlene Thum of Lot 323B dated 7 March 2022
175.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Harrum White of Lot 106B dated 9 March 2022
176.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other

No.	Documents
	responsible parties or entities Claim form and authority signed by Robyn Raelene Kimpton of Lot 107A dated 14 February 2022
177.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Robyn Raelene Kimpton of Lot 223B dated 14 February 2022 (signed page only)
178.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority revised and signed by Robyn Raelene Kimpton of Lot 107A dated 14 February 2022
179.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Michael James Vaughan of Lot 107B undated
180.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Sarah Jane Abrahamson of Lot 108A dated 24 November 2021
181.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Brooke Allison of Lot 118B dated 10 March 2022 (signed page only)
182.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Amanda Truman of Lot 109A dated 30 November 2021
183.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by James Chandler of Lot 119B dated 7 March 2022
184.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Kathryn Maroney of lot 110A dated 10 March 2022
185.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other

No.	Documents
	responsible parties or entities Claim form and authority signed by Brianna Webb of Lot 110 undated
186.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Gina Elizabeth Imlach of Lot 111B/unit 121B dated 7 December 2021
187.	Photos supplied by Gina Imlach – Apartment 121B, Lot 111 defects photos planter box area undated
188.	Email Info-Waterproofing Few & DIY to Gina Imlach, Subject: RE: Quote – water proof membrane Planter box (concrete) dated 6 December 2021 11:07 AM
189.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Robert and Elizabeth Barcikowski of Lot 112B dated 4 and 7 March 2022
190.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Brooke Garwood of Lot 123B dated 11 February 2022
191.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority revised and signed by Brooke Garwood of Lot 113B/U 123 dated 9 May 2022
192.	Various photographs 20220508_103437.jpeg; _103245; 103157; _103128; _103045; and _103022 undated
193.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Yiu Chun Matthew Wu of Lot 124b dated 10 March 2022
194.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Susie Bunn of Lot 125B dated 29 November 2021
195.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority revised and signed by Susie Bunn of Lot 125B dated 29 November 2021

No.	Documents
196.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Laura Ann Baxter of Lot 116B unit 126B dated 1 December 2021
197.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority revised and signed by Laura Ann Baxter of Lot 116B unit 126B dated 1 December 2021
198.	Photos (x2) of apartment damage 1 and 2 for Lot 116B
199.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Tom and Renata Kostecki of Lot 127B dated 17 March 2022 (signed page only)
200.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Christine Taylor of lot 201B (211/B) dated 12 February 2022
201.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Dean Gregory Curwood of Lot 202B/212B dated 7 December 2021
202.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Mei Fung Ip of 204A dated 14 February 2022
203.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Stephanie Kendall of 205A dated 20 February 2022
204.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Margaret Donohoe of 207A dated 14 February 2022
205.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Alex Lam of 208A dated 29 November 2021

No.	Documents
206.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Raymond William Kimpton & Robyn Raelene Kimpton as trustees of Kimpton Family Superannuation Fund for 218B/208B dated 14 February 2022 (signed page only)
207.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Ben & Karen Cruickshank of 209A dated 2 December 2021
208.	Photograph labelled 209A Window.jpeg
209.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Aman Amin Mithani and Sarah Dhanani of 221B/Unit 231B dated 21 February 2022
210.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by L & L Developments Pty Ltd for 301B dated 11 February 2022
211.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Fiona Rae Griffiths of 314B (lot 302B) dated 14 February 2022
212.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Toh Kuang Yoke of Lot 303B/Unit 315B dated 15 February 2022
213.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Ken Allardice and Julie Roy of 304A dated 9 February 2022 (signed page only)
214.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Katherine Yuen Ting Wu of 306A dated 20 February 2022
215.	Lot 307B/Apt 319B - Rolling Blinds tax invoice 1707 dated 31 October 2019
216.	Photographs (x3) labelled Apt 319B undated

No.	Documents
217.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Louise Martha Noorburgen of 308A dated 29 November 2021
218.	Photograph labelled 308A.jpeg
219.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Eleftheria Papailiadis for 320B/308B dated13 February 2022
220.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by KM Leslie Lai of 309A dated 20 February 2022
221.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Paul Henry Gibson for Lot 311A, Apt 311A undated
222.	Photographs (x3) of balcony taken 23 November 2021, 6 November 2021, 19 November 2020 and 6 November 2019 of Apt 311A
223.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Charmaine Thum & Charlene Thum for (Lot 311B) 106A dated 7 March 2022
224.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Hoi Yin Yim of 312A dated 29 November 2021
225.	Email communications between Bonnie Yim and Mia Property between 9 July 2019 and 7 December 2021
226.	Numerous photographs supplied for Lot 312A labelled Oct2019 (13) and Nov2021 (x2)
227.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Zhoujun Wang of Lot 314B/unit 326B dated 30 November 2021
228.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other

No.	Documents
	responsible parties or entities Claim form and authority signed by Kam Fung Nip of Lot 315B/Apt 327B dated 22 November 2021
229.	Photographs (x4) supplied for Lot 315B labelled corridor wall 01, bedroom wall 01 to 03
230.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Nicholas Macdonald for Lot 316B/328B dated 6 June 2022
231.	Email correspondence between AOCM and Nick Macdonald, Subject: Re: Claims form 1-19 Colombo St Mitcham between 27 May 2022 and 6 June 2022
232.	Leak Doctor quote no. 3622 dated 3 June 2022 (submitted by Lot 316B)
233.	Photographs (x2) submitted for Lot 316B undated
234.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by James Anthony Wright of Lot 318B/330B dated 30 May 2022
235.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by William Zheng of Lot 321B/unit 333B dated 4 December 2021
236.	Zipped folder of photographs and videos supplied for Lot 321B
237.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Kerri Louise Parker of Lot 324B/336B dated 1 December 2021
238.	Word doc labelled – Kerri Parker – Photos of water damage in 336B
239.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Thomas Mathew Panicker and Michelle Dela Juatas of 325B/unit 331B undated (signed page only)
240.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Dale Atkinson of Lot 402A dated 15 February 2022
241.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other

No.	Documents
	responsible parties or entities Claim form and authority signed by Eevien Tan of Lot 405A dated 3 March 2022
242.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Graeme Leonardus Van Spaendonck of Lot 405B /Apt 415B dated 29 November 2021
243.	Word doc of photographs labelled Lot 405B undated
244.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Tiarne Sheree Romey of 406A dated 11 February 2022
245.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Shaan Bajwa of 417B dated 9 June 2022
246.	Email correspondence between AOCM and Shaan Bajwa, Subject: FW: Claims form 1-19 Colombo St Mitcham LOT 407, between 27 May 2022 and 9 June 2022
247.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Wai Kwong of 408A dated 9 February 2022
248.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Jane Burkitt of Lot 409B/Apt 419B dated 13 February 2022 (signed page only)
249.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Alan John and Jennifer Ann Bayliff for 414B dated 9 February 2022 (signed page only)
250.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Andrew Peter Hicks and Bernice Ann Hicks of Lot 415B/Apt 425B dated 3 December 2021
251.	Photographs (x2) labelled – Lot 415B – West Carpet adjoining bathroom door 1; and Lot 415B – West Carpet adjoining bathroom door 2, undated

No.	Documents
252.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Champesh Sandhu of Lot 416B/Unit 426B dated 2 December 2021
253.	Photographs (x6) supplied for Lot 416B labelled IMG_20210622_095816; 085848; 085822; 085813; 085807; and 085802 undated
254.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Allison Nally of Lot 501A dated 9 February 2022
255.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Eva Jenkins of Lot 501B dated 3 December 2021
256.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Eva Jenkins of 511B (Lot 501B) dated 3 December 2021
257.	Word document of photograph labelled – photo Lot 501B undated
258.	Zip folder of various photographs labelled – 511b – evidence of damage
259.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Nicholas Norrie of Lot 503B/513B dated 6 December 2021
260.	Word doc of photographs – labelled Lot 503B, undated
261.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Thomas Philip Keith Featherstone of 506A undated (signed page only)
262.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by C Brown Holdings Pty Ltd aft Colin Brom Holdings Trust for Lot 516B dated 21 February 2022
263.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other

No.	Documents
	responsible parties or entities Claim form and authority signed by C Brown Holdings Pty Ltd aft Colin Brom Holdings Trust for Lot 529B undated
264.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by C Brown Holdings Pty Ltd aft Colin Brom Holdings Trust for Lot 604B dated 21 February 2022
265.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by C Brown Holdings Pty Ltd aft Colin Brom Holdings Trust for Lot 614B undated
266.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by C Brown Holdings Pty Ltd aft Colin Brom Holdings Trust for Lot 615B dated 21 February 2022
267.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by C Brown Holdings Pty Ltd aft Colin Brom Holdings Trust for Lot 701B dated 21 February 2022
268.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Stephen B May of (Lot 507B) Unit 517B dated 12 February 2022
269.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Robert Michaels of Lot 508A dated 14 February 2022
270.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Kristoff Kaczmarek (Lot 508B) Unit 518B dated 14 February 2022 (signed page only)
271.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Lumicyn Pty Ltd of Lot 509B/519B dated 12 February 2022
272.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other

No.	Documents
	responsible parties or entities Claim form and authority signed by Chaffey Family Trust of Lot 509B/519B dated 2 December 2021
273.	K.K. Plumbing tax invoice 00000137 issued 8 November 2021
274.	Kon Kouretas Plumbing tax invoice #656/2021, for 519B, dated 12 July 2021
275.	Hayball Architects construction issue drawings A02.02 Rev. 3/E; A02.03 Rev. 3/I; A02.04 Rev. 2/F; A02.05 Rev. 2/G; A02.06 Rev. 2/F; A02.07 Rev. 2/F; A02.08 Rev. 2/H; and A02.09 Rev. 2/F

Attachment E List of alleged defects listed in letter from CLP Lawyers dated 1 July 2022

Lots 101A, 101B, 102A, 102B, 103A, 103B, 104B, 105B, 106A, 106B, 107A, 107B, 108A, 108B, 109A, 109B, 110A, 110B, 111B, 112B, 113B, 114B, 115B, 116B, 117B, 311B, 713B-Leaking of planter boxes/courtyard paving causing water damage to basement carpark, car spaces and ceiling of car park.

Lot 102B, 103A, 104B, 109A, 205A, 208A, 209A, 221B, 302B, 303B, 306A, 307B, 314B, 315B, 321B, 324B, 325B, 405A, 405B, 415B, 416B, 501A, 501B, 503B, 506B, 508B, 509B, 514B, 516B, 602B, 607B, 608B, 610B, 617B, 704B, 712B-Internal condensation causing damage to various areas within lots, including bedroom windows, blinds, skirting boards, windowsills and silicone seals. Mould present due to severe condensation.

Lot 103A -Bathroom internal wall –defect in shower base/wall causing water damage.

Lot 104A -Damage to courtyard –rust/damage marks on tiles and courtyard walls.

Lot 113B -Cracks in bulkhead door leading outdoors, in concrete above outdoor air-conditioning unit in courtyard, in cladding wall joining in courtyard and in middle of planter box located in courtyard.

Lot 116B -Crack has appeared on wall outside in courtyard, under balcony of apartment above.

Lot 205A -Poor drainage on balcony causing frequent pooling of water to the side of the drain.

Lot 208A -Paint peeling/bubbling around bedroom windows, internal blinds have mould damage due to water damage and moisture build up, and staining of carpeting.

Lot 303B -Carpet near kitchen area and in bedroom uneven, condensation on windows and glass sliding door.

Lot 304A -Leaks around exterior doors and windows effecting plasterboard, paint and skirting boards.

Lot 306A -Mould underneath wall paint causing paint to lift, crack and chip.

Lot 307B -Water ingress resulting in mould on blinds which required replacement.

Lot 308A -Water running down from joint between balcony wall and ceiling.

Lot 309A -Grouting in showers and cracks in walls/peeling of paintwork.

Lot 311A -West end of balcony wall is discoloured and appears to have a hole in ceiling.

Lot 312A -Ongoing water leakage on ceiling at front door entrance area inside apartment causing painting and safety concerns.

Lot 314B -Crack in corner window of bedroom which has been filled. Mould on and around windows and on skirting boards below slider doors to the balcony which required cleaning, painting and replacement silicon.

Lot 321B -Severe water ingress from window in living room and bedroom resulting in living area to be soaked and cause mould damage to carpet, skirting, rust/corrosion of metal behind wall. Balcony has debris and other materials entering from above apartment's balcony.

Lot 324B -Mould on lounge room skirting board and under original carpet.

Lot 325B -Condensing and mould issues. White substance at carpark falling from ceiling.

Lot 402A -Water ingress from external wall. Damage to wall/plasterboard.

Lot 415B -Water is seeping from bathroom to carpet adjoining the bathroom door.

Lot 421B -Crack and evidence of leaking underneath balcony.

Lot 506B -Water egress, defective water proofing causing skirting damage, carpet damage, mould infiltration.

Lot 507B -Various structural cracks and water leaks.

Lot 508B -Cracks on outside walls on balcony railing, inside balcony, and formation of mould around windows.

Lot 514B -Improper installation of shower floor causing insufficient drainage, location of manhole in ceiling does not provide access to hot water system, rusting of ceiling of car space.

Lot 516B -Cracking on inside and outside walls, cracks on balcony wall, lifted skirting board in bedroom, rusted sprinkler in bathroom, grout in shower rubs off, chrome on drain cover rubbed off, kitchen tap mixer leaking.

Lot 518B -Cracks on exterior façade, car park space leakage.

Lot 519B -Water egress, damage to shower in bedroom.

Lot 604B -Defective waterproofing, water leak in shower, calcification and air-conditioning issues.

Lot 607B -Water ingress in living room, carpark leakage through roof, cracks and separating of shower sealant. Mould/water damage.

Lot 610B -Pipe leak in car space, cracks in balcony and façade of building.

Lot 616B -Cracking, water egress of bedroom and living room.

Lot 617B -Water ingress and mould.

Lot 701B -Defective waterproofing in both bedrooms, swelling of laminate, cracks on balcony, rust on sprinkler due to water ingress.

Lot 704B -Water ingress in living room and bedrooms resulting in damp carpets and resultant mould. Cracked skirting boards.

Lot 707B -Cracks on outside balcony wall, water damage around window frame in bedroom, water damage on plasterboard in bedroom, cracks in bathroom wall, water damage on windowsill in bedroom, water damage to skirting in bedroom.

Lot 712B -Cracking to eastern facia of building, condensation, leaks in car park.

Lot 713B -Cracking to facia of building, cracking to balconies, rust and degradation of windows.

Attachment F AS4654.2:2009 Figure 2.17 Typical Planter Box Construction

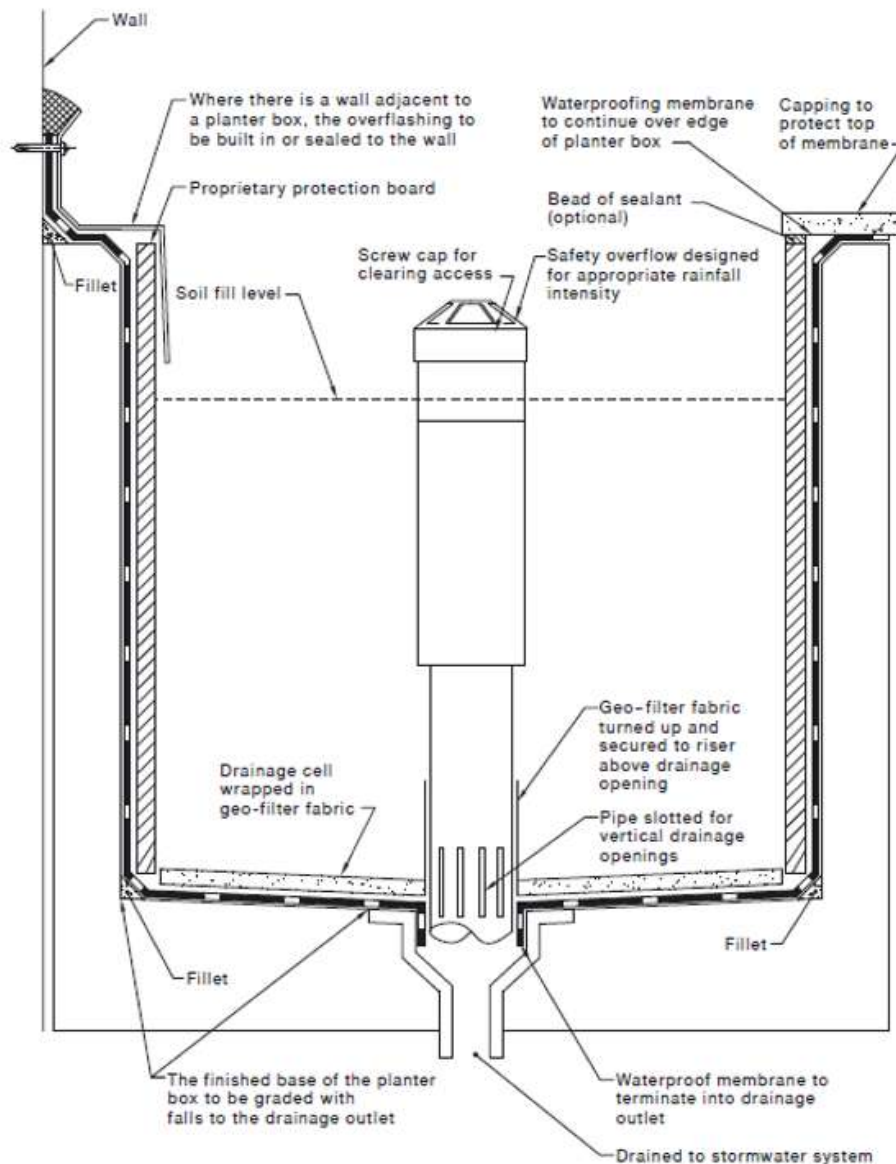


FIGURE 2.17 TYPICAL PLANTER BOX CONSTRUCTION

Attachment G Video and photos supplied by owners corporation

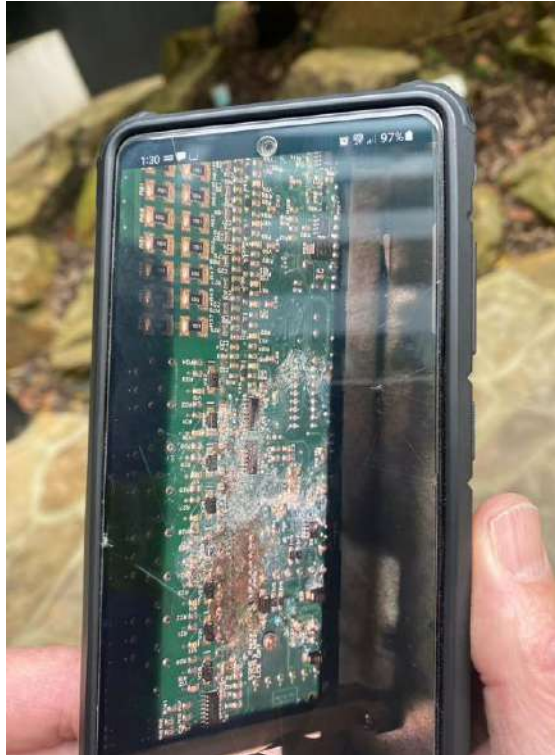


Video snippet 221– internal lift shaft, slurry to internal wall lining



Internal lift shaft, slurry to lift drive

Continued on next page....



Corrosion to lift circuit board

Ref No. 17032/04

Report on Property at 1-19 Colombo Street, Mitcham



Prepared for	PS632398R
Instructed by	CLP Lawyers
VCAT reference	
Date of inspection	17 November 2022 & 28 November 2022
Date of report	21 December 2022
Prepared by	Buildspect Pty Ltd Mr Peter Kyriakou, Building Consultant

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Introduction

At the request of Jonathan Cohen of CLP Lawyers, on behalf of owners corporation PS632398R, I inspected the property at 1-19 Colombo Street, Mitcham on the mornings of 17 November 2022 and 28 November 2022. I was accompanied by Nicholas Warton from Buildspect.

Some of the owners were present at the time of the inspection but took no part in the inspections.

The purpose of my inspection was to examine and report upon alleged defects in the remaining apartments, namely 510A, 526B 308A, 205A. 309A, 311A, 506A, 116B, 123B, 126B, 327B, 328B, 337B, 417B, 431B, 517B, 518B, 528B, 705B, 602B, 607B, 706B, 710B, 521B, 604B, 614B, 410A, 109A and common property. I have only included in my report the Apartments and common property which I have assessed as defective.

I was aware that there was a legal action underway and that my report might be used in that action.

Documents

I was provided with copies of several documents. A list of those documents is included as Attachment D to this report.

The following Building Codes, Standards and Guides have been referenced in this document.

- National Construction Code Series 2010, Building Code of Australia, Volume 1 (**BCA V1:2010**)
- Australian Standard AS 3740:2010 Waterproofing of domestic wet areas (**AS 3740:2010**)
- Australian Standard AS 4654.2-2009 Waterproofing membrane systems for exterior use – Above ground level Part 2: Design and installation (**AS 4654.2:2009**)
- Australian Standard AS 3958.1-2007 Ceramic Tiles Part 1: Guide to the installation of ceramic tiles (**AS 3958.1:2007**)
- Domestic Building Contracts Act 1995 (**DBCA:1995**)
- Water Act 1989

Photographs

While on site I took several photographs. These are included in Attachment B to this report with each photograph numbered and briefly described.

The Property

The site is an irregular shape facing south and falls to the west. There is a 7 storey residential building including ground floor retail above 2 levels of basement carparking.

The concrete structure features aluminium windows and a bituminous waterproof membrane to the roof. There is an open central courtyard at ground level. The main entrance faces south.

Limitations

The balcony surface to Apartment 410A was covered with a tiled timber covering.

I did not have elevated access to external walls above the first level.

Observations

1. Apartment 309A - Bathroom shower fall

- 1.1. The bathroom shower is enclosed and the tiled surface falls towards the floor drainage outlet with a fall between 1 in 143 and 1 in 250 (refer to Photograph 1 to Photograph 7).
- 1.2. The grout lines between the shower floor tiles are recessed up to 4 mm in areas consistent with incorrect installation and accelerated grout degradation, leaving a sharp tile edge under foot (refer to Photograph 8 and Photograph 9).
- 1.3. The minimum fall towards the floor waste should be 1 in 100 in accordance with the building standard.
- 1.4. AS 3740:2010, 3.3 Falls in floor finishes, states:

"Where required, falls in floor finishes shall allow all surface water to drain without ponding except for residual water remaining due to surface tension. T

For general bathroom floor area, the minimum fall to the waste shall be 1:100.

NOTES:

- 1 For information on falls in the floor finishes, see Appendix B.
- 2 For information on the laying of tiles to enable them to drain without retaining water, see AS 3958.1."

- 1.5. The bathroom shower fall is insufficient, does not comply with the building standard and is defective works by the builder.

Recommendation

- 1.6. Rectify the bathroom shower including all consequential and associated damage.

The following could be considered for rectification.

- 1.7. Disconnect and remove all the plumbing and electrical fixtures.
- 1.8. Remove all joinery and hardware fixtures.
- 1.9. Remove and dispose of all bathroom floor, wall tiling and screed.
- 1.10. Prepare and waterproof substrate.
- 1.11. Screed bathroom floor ensuring sufficient fall towards floor drainage outlet.
- 1.12. Tile and grout bathroom floor and walls in accordance with the approved specifications and finishes.

- 1.13. Reinstate joinery, hardware.
- 1.14. Reinstate and reconnect plumbing and electrical fixtures and fittings.
- 1.15. Seal bathroom with flexible sealant as required.

2. Apartment 308A - Balcony fall towards drainage outlet

- 2.1. The tiled balcony surface falls towards the floor drainage outlet located in the centre of the balcony adjacent to the external wall, between no fall and 1 in 500 (refer to Photograph 10 to Photograph 17).
- 2.2. Water is slow to travel towards the drainage outlet and I am advised by the occupant that the water will pool instead, producing algae on the surface of the tiles which requires excessive maintenance (refer to Photograph 14, Photograph 18 and Photograph 19).
- 2.3. The primary consideration for falls in floor finishes is to ensure water does not remain on the finished floor in a manner that can adversely affect the health or amenity of the occupants or deteriorate building elements and the recommended ratio of fall in other wet areas is between 1:80 and 1:100 in accordance with the building standard.
- 2.4. AS 3958.1:2007, Appendix D Falls in Floor Finishes, states:

"D1 GENERAL

The primary consideration for falls in floor finishes is to ensure water does not remain on the finished floor in a manner that can adversely affect the health or amenity of the occupants or deteriorate building elements.

Falls in floor finishes should ensure water exits the area at the floor waste or doorway if that is the designed exit point (e.g. laundry door to exterior). Water should not pond on the floor, with the exception of residual water remaining due to surface tension.

D2 FACTORS AFFECTING FALLS

The ratio of fall achieved in a floor may vary depending upon the-

- (a) finished height requirements at doorways;*
- (b) height of fixtures or fittings;*
- (c) dimensions of the tiles used, adequate falls become more difficult to achieve as the size of the tiles used increase;*
- (d) area of the floor to be drained; and*
- (e) requirements of persons with disabilities.*

D3 FALL RATIOS

The recommended ratio of fall within a shower area is between 1 :60 and 1 :80.

The recommended ratio of fall in other wet areas is between 1 :80 and 1: 100.

In some circumstances the fall in the floor finishes in the same area may vary.

Where falls steeper than 1: 100 are not achievable, the effectiveness of the floor drainage should be confirmed to ensure it meets the primary consideration set down in Paragraph D1 above."

- 2.5. The balcony fall towards the drainage outlet is not between 1 in 80 and 1 in 100, does not comply with the building standard and is defective works by the builder.
- 2.6. The stormwater from the balcony of apartment 307A discharges on to the balcony of apartment 308A beneath the common wall between the two balconies (refer to Photograph 20).
- 2.7. There should not be a flow of water from any other land which is not reasonable and the water can cause damage to property in accordance with the Water Act.
- 2.8. Water Act 1989, Item 16 Liability arising out of flow of water etc, states:

"(1) If –

(a) there is a flow of water from the land of a person onto any other land; and

(b) that flow is not reasonable; and

(c) the water causes-

(i) injury to any other person; or

(ii) damage to the property (whether real or personal) of any other person; or

(iii) any other person to suffer economic loss-

the person who caused the flow is liable to pay damages to that other person in respect of that injury, damage or loss.

(2) If -

(a) a person interferes with a reasonable flow of water onto any land or by negligent conduct interferes with a flow of water onto any land which is not reasonable; and

(b) as a result of that interference water causes-

(i) injury to any other person; or

(ii) damage to the property (whether real or personal) of any other person; or

(iii) any other person to suffer economic loss-

the person who interfered with the flow is liable to pay damages to that other person in respect of that injury, damage or loss.

(3) If the person who caused, or interfered with the flow (as the case requires)-

(a) is the servant of another person and acted in the course of the servant's employment; or

- (b) is the agent of another person and acted within the scope of the agent's authority- that other person is liable to pay damages in respect of the injury, damage or loss.*
- (4) The existence of a liability under sub-section (3) does not extinguish the liability of the servant or agent under sub-section(1) or (2), as the case requires.*
- (5) If the causing of, or the interference with, the flow (as the case requires) was given rise to by works constructed or any other act done or omitted to be done on any land at a time before the current occupier became the occupier of the land, the current occupier is liable to pay damages in respect of the injury, damage or loss if the current occupier has failed to take any steps reasonably available to prevent the causing of, or the interference with, the flow (as the case requires) being so given rise to.*
- (6) The existence of a liability under sub-section (5) extinguishes the liability under sub-section (1) of the person who causes the flow or the liability under sub-section (2) of the person who interfered with the flow (as the case requires)."*
- 2.9. The balcony receives unreasonable water flow from the adjacent balcony, does not comply with the Water Act and is defective works by the builder.

Recommendation

2.10. Rectify the balcony drainage including all consequential and associated damage.

The following could be considered for rectification.

- 2.11. Remove all existing terrace tiling, screed and waterproofing.
- 2.12. Disconnect the external air conditioning unit.
- 2.13. Prepare substrate for waterproofing membrane including the construction of a hob between the two balconies.
- 2.14. Install waterproof membrane in accordance with the building standard.
- 2.15. Install screed with appropriate falls to the drainage outlet.
- 2.16. Install waterproof membrane above the screed.
- 2.17. Install tiles and grout in accordance with the approved plans and specifications.
- 2.18. Reinstate the external air conditioning unit.

3. Apartment 308A and Apartment 410A - Efflorescence to balcony wall

- 3.1. There are efflorescence stains running down the west balcony wall of Apartment 308A at the junction with the adjacent concrete soffit, consistent with failed waterproofing to the balcony belonging to apartment 410A (refer to Photograph 21 to Photograph 24).
- 3.2. There is no visible waterproofing upturn to the balcony floor and west balcony floor belonging to apartment 410A (refer to Photograph 25).

- 3.3. Water must be prevented from causing deterioration of building elements and damage to amenities for occupants in accordance with the building code.
- 3.4. AS 4654.2:2009, 2.6.1.3 Vertical upward termination edge protection, states:
- “The edges of the membrane shall be protected by-*
- (a) an overflashing that overlaps the upstand with a minimum drainage gap of 10 mm (see Figure 2.2) and a pressure seal with an applicable sealant on to a surface that shall be smooth, clean, dry, free from dust and sharp protrusions and free from contamination;*
 - (b) an overflashing that overlaps the upstand with a minimum drainage gap of 10 mm and terminated into a reglet and sealed [see Figure 2.3(a)]; or*
 - (c) an overflashing constructed of a liquid applied membrane which terminates 100 mm either side of the edge of the main membrane and reinforced 50 mm either side of the main membrane [see Figure 2.3(b)].”*
- 3.5. Refer to Attachment E for Figure 2.2 Vertical Upward Termination-Detail of Pressure Seal of AS4654.2:2009.
- 3.6. The failed waterproofing to apartment 410A and the efflorescence to apartment 309A has begun causing deterioration to the building elements, does not comply with the building code and is defective works by the builder.

Recommendation

- 3.7. Rectify apartment 410A's balcony waterproofing including all consequential and associated damage.

The following could be considered for rectification.

- 3.8. Disconnect the external air conditioning unit.
- 3.9. Remove all existing terrace tiling, screed and waterproofing.
- 3.10. Prepare substrate for waterproofing membrane.
- 3.11. Install waterproof membrane in accordance with the building standard.
- 3.12. Install screed with appropriate falls to the drainage outlet.
- 3.13. Install waterproof membrane above the screed.
- 3.14. Install tiles and grout in accordance with the approved plans and specifications.
- 3.15. High pressure clean the efflorescence and reinstate render and or paint coatings to match the existing finish.

4. Apartment 526B - Fall in bathroom shower

- 4.1. The bathroom shower is enclosed and the tiled surface falls towards the floor drainage outlet between 1 in 167 and 1 in 333 (refer to Photograph 26 to Photograph 30).
- 4.2. The shower tiles have a fine film of algae forming on the tile surface consistent with exacerbated water tension, insufficient drainage causing excessive drying times (refer to Photograph 31).
- 4.3. The minimum fall towards the floor waste should be 1 in 100 in accordance with the building standard.
- 4.4. AS 3740:2010, 3.3 Falls in floor finishes, states:

"Where required, falls in floor finishes shall allow all surface water to drain without ponding except for residual water remaining due to surface tension. t

For general bathroom floor area, the minimum fall to the waste shall be 1:100.

NOTES:

- 1 For information on falls in the floor finishes, see Appendix B.
- 2 For information on the laying of tiles to enable them to drain without retaining water, see AS 3958.1."

- 4.5. The bathroom shower fall is insufficient, does not comply with the building standard and is defective works by the builder.

Recommendation

- 4.6. Rectify the bathroom shower including all consequential and associated damage.

The following could be considered for rectification.

- 4.7. Disconnect and remove all the plumbing and electrical fixtures.
- 4.8. Remove all joinery and hardware fixtures.
- 4.9. Remove and dispose of all bathroom floor, wall tiling and screed.
- 4.10. Prepare and waterproof substrate.
- 4.11. Screed bathroom floor ensuring sufficient fall towards floor drainage outlet.
- 4.12. Tile and grout bathroom floor and walls in accordance with the approved specifications and finishes.
- 4.13. Reinstall joinery, hardware.
- 4.14. Reinstall and reconnect plumbing and electrical fixtures and fittings.
- 4.15. Seal bathroom with flexible sealant as required.

5. Apartment 328B - Fall in bathroom shower

- 5.1. The bathroom shower is enclosed and the tiled surface falls towards the floor drainage outlet between zero and 1 in 1000 however it is acknowledged that there is fall immediately surrounding the drainage outlet where the spirit level was unable to measure shorter distances (refer to Photograph 32 to Photograph 38).
- 5.2. The grout lines between the shower floor tiles are recessed up to 3 mm in areas, consistent with incorrect installation and accelerated grout degradation causing sharp tile edges under foot (refer to Photograph 39 and Photograph 40).
- 5.3. The minimum fall towards the floor waste should be 1 in 100 in accordance with the building standard.
- 5.4. AS 3740:2010, 3.3 Falls in floor finishes, states:

"Where required, falls in floor finishes shall allow all surface water to drain without ponding except for residual water remaining due to surface tension. t

For general bathroom floor area, the minimum fall to the waste shall be 1:100.

NOTES:

- 1 *For information on falls in the floor finishes, see Appendix B.*
- 2 *For information on the laying of tiles to enable them to drain without retaining water, see AS 3958.1."*

- 5.5. The bathroom shower fall is insufficient, does not comply with the building standard and is defective works by the builder.
- 5.6. The Facilities Manager advised me that there has been ongoing water damage to the external passageway wall plaster on the opposite side of the shower wall which has recently been repaired (refer to Photograph 41 to Photograph 43).
- 5.7. The Facilities Manager advised that the application of flexible sealant to the shower wall and floor junctions appears to have temporarily eliminated the water ingress through the wall into the passageway, consistent with failed waterproofing and a temporary solution (refer to Photograph 44 and Photograph 45).
- 5.8. The BCA V1:2010, FP1.7, states:

"To protect the structure of the building and to maintain the amenity of the occupants, water must be prevented from penetrating—

 - (a) behind fittings and linings; and*
 - (b) into concealed spaces,*

of sanitary compartments, bathrooms, laundries and the like."
- 5.9. The shower waterproofing has failed, does not comply with the building standard and is defective works by the builder.

Recommendation

5.10. Rectify the bathroom shower including all consequential and associated damage.

The following could be considered for rectification.

5.11. Disconnect and remove all the plumbing and electrical fixtures.

5.12. Remove all joinery and hardware fixtures.

5.13. Remove and dispose of all bathroom floor, wall tiling and screed.

5.14. Prepare and waterproof substrate.

5.15. Screed bathroom floor ensuring sufficient fall towards floor drainage outlet.

5.16. Tile and grout bathroom floor and walls in accordance with the approved specifications and finishes.

5.17. Reinstate joinery, hardware.

5.18. Reinstate and reconnect plumbing and electrical fixtures and fittings.

5.19. Seal bathroom with flexible sealant as required.

6. Apartment 337B - Incomplete repairs

6.1. There are incomplete repairs to the windowsill reveals and adjacent wall plaster to the windows in both bedrooms 1 and 2 (refer to Photograph 46 to Photograph 49).

6.2. I was advised by the Occupant that L.U. Simon Builders (the builder) had undertaken works to seal the bedroom windows externally and had removed the water damage to the windowsill but have not returned to complete the works.

6.3. The builder must warrant that all work should be carried out in a proper and workmanlike manner and in accordance with the plans and specifications as per the Domestic Building Contracts Act.

6.4. The DBCA:1995, Section 8 Implied warranties concerning all domestic building work, states:

“(a) the builder warrants that the work will be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract;

(b) the builder warrants that all materials to be supplied by the builder for use in the work will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new;

(c) the builder warrants that the work will be carried out in accordance with, and will comply with, all laws and legal requirements including, without limiting the generality of this warranty, the Building Act 1993 and the regulations made under that Act;

(d) the builder warrants that the work will be carried out with reasonable care and skill and will be completed by the date (or within the period) specified by the contract;

- (e) the builder warrants that if the work consists of the erection or construction of a home, or is work intended to renovate, alter, extend, improve or repair a home to a stage suitable for occupation, the home will be suitable for occupation at the time the work is completed;*
- (f) if the contract states the particular purpose for which the work is required, or the result which the building owner wishes the work to achieve, so as to show that the building owner relies on the builder's skill and judgement, the builder warrants that the work and any material used in carrying out the work will be reasonably fit for that purpose or will be of such a nature and quality that they might reasonably be expected to achieve that result."*

6.5. The repairs have not been completed or undertaken in a workmanlike manner, do not comply with the building act and are defective works by the builder.

Recommendation

6.6. Rectify the window sills including all consequential and associated damage.

The following could be considered for rectification.

- 6.7. Remove skirting trim.
- 6.8. Fabricate and install new window sills.
- 6.9. Reinstate skirting trim and adjacent plaster lining.
- 6.10. Apply coatings to match existing finishes.

7. Apartment 417B - Water ingress to bedroom and living area

- 7.1. Adjacent to the window of bedroom 2 there is elevated moisture readings and damage to the skirting trim and mould growth to the underside of the carpet and underlay consistent with water ingress through either or both the external wall and aluminium window (refer to Photograph 50 to Photograph 58).
- 7.2. In the northwest corner of the living area, there is damage to the skirting trim and mould growth to the underside of the carpet and underlay consistent with water ingress through the adjacent external wall (refer to Photograph 59 to Photograph 62).
- 7.3. I was advised by the occupant that the builder has undertaken some sealing repairs to the external wall adjacent to the northwest corner of the living area which is consistent with my low moisture readings (refer to Photograph 63 and Photograph 64).
- 7.4. Water must be prevented from causing deterioration of building elements and damage to amenities for occupants in accordance with the building code.
- 7.5. The BCA V1:2010, FP1.4, states:

"A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

- (a) unhealthy or dangerous conditions, or loss of amenity for occupants; and*

(b) undue dampness or deterioration of building elements.

Limitation:

FP1.4 does not apply to—

- (a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or*
- (b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or*
- (c) an open spectator stand or open-deck carpark.”*

7.6. The water ingress and water damaged areas of the apartment do not comply with the building code and are defective works by the builder.

Recommendation

7.7. Rectify the water ingress including all consequential and associated damage.

The following could be considered for rectification.

- 7.8. Remove the skirting trim, mould affected carpet, underlay and smooth edge and allow affected areas to dry.
- 7.9. Treat affected area for mould.
- 7.10. Replace affected skirting trim and carpet to match existing finishes.
- 7.11. Rectification to external roof membrane and pressure flashings have been addressed in Items 5 and 6 of the Buildspect Report dated 6 September 2021.

8. Apartment 614B - Water damage to living area ceiling cavity

- 8.1. There is a plastic plate covering a penetration in the ceiling in the living area, which I have been advised by the owner is representative of an uncompleted repair undertaken by the builder (refer to Photograph 65 and Photograph 66).
- 8.2. Refer to Attachment F for Photo supplied by owner of damage to living area ceiling to Apartment 614B.
- 8.3. The builder must warrant that all works should be carried out in a proper and workmanlike manner and in accordance with the plans and specifications as per the Domestic Building Contracts Act.
- 8.4. The DBCA:1995, Section 8 Implied warranties concerning all domestic building work, states:
 - “(a) the builder warrants that the work will be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract;*
 - (b) the builder warrants that all materials to be supplied by the builder for use in the work will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new;*

- (c) *the builder warrants that the work will be carried out in accordance with, and will comply with, all laws and legal requirements including, without limiting the generality of this warranty, the Building Act 1993 and the regulations made under that Act;*
- (d) *the builder warrants that the work will be carried out with reasonable care and skill and will be completed by the date (or within the period) specified by the contract;*
- (e) *the builder warrants that if the work consists of the erection or construction of a home, or is work intended to renovate, alter, extend, improve or repair a home to a stage suitable for occupation, the home will be suitable for occupation at the time the work is completed;*
- (f) *if the contract states the particular purpose for which the work is required, or the result which the building owner wishes the work to achieve, so as to show that the building owner relies on the builder's skill and judgement, the builder warrants that the work and any material used in carrying out the work will be reasonably fit for that purpose or will be of such a nature and quality that they might reasonably be expected to achieve that result."*

8.5. The repairs have not been completed or undertaken in a workmanlike manner, do not comply with the building act and are defective works by the builder.

Recommendation

8.6. Rectify the ceiling penetration including all consequential and associated damage.

The following could be considered for rectification.

8.7. Remove the cover plate, patch the plaster ceiling and coat the entire ceiling in the living area to match the existing finish.

9. Apartment 109A - Water ingress to bedroom 2

9.1. There is mould to the underside of the carpet and the timber smooth edge adjacent to the west facing window in bedroom 2, consistent with water ingress from the adjacent external wall and or window (refer to Photograph 67 to Photograph 69).

9.2. I was advised by the owner that during recent rainfall the carpet in bedroom 2 had become saturated causing the owner to hire and run an air dryer which was in operation at the time of my inspection (refer to Photograph 70).

9.3. I undertook water testing to the external bedroom wall and window for approximately 20 minutes and identified water ingress at the floor beneath the bedroom window consistent with failed external sealing to the wall or window or both (refer to Photograph 71 to Photograph 74).

9.4. Water must be prevented from causing deterioration of building elements and damage to amenities for occupants in accordance with the building code.

9.5. The BCA V1:2010, FP1.4, states:

“A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

- (a) unhealthy or dangerous conditions, or loss of amenity for occupants; and*
- (b) undue dampness or deterioration of building elements.*

Limitation:

FP1.4 does not apply to—

- (a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or*
- (b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or*
- (c) an open spectator stand or open-deck carpark.”*

9.6. The water ingress and water damaged areas of the apartment do not comply with the building code and are defective works by the builder.

Recommendation

9.7. Rectify the water ingress including all consequential and associated damage.

The following could be considered for rectification.

- 9.8. Remove the skirting trim, mould affected carpet, underlay and smooth edge and allow affected areas to dry.
- 9.9. Treat affected area for mould if required.
- 9.10. Inspect window seals and wall floor junctions including external asphalt sheet membrane and rectify as required.
- 9.11. Water test affected areas.
- 9.12. Replace the affected skirting trim and the entire carpet to match existing finishes.

10. Apartment 518B & Apartment 607B - Efflorescence to balcony wall

- 10.1. There are efflorescence stains running down the northeast balcony wall from the junction of the adjacent concrete soffit, consistent with failed waterproofing from the overhead balcony of apartment 607B (refer to Photograph 75 Photograph 75 and Photograph 76 Photograph 76).
- 10.2. I was unable to inspect the balcony of apartment 607B, however I was advised by the occupant and the Facilities Manager at the time of my inspection, that there is a leak from apartment 607B's balcony to apartment 518B's balcony each time there is significant rainfall.
- 10.3. There should not be a flow of water from any other land which is not reasonable and where the water can cause damage to property in accordance with the Water Act.

10.4. The BCA V1:2010, F01, states:

“The Objective of this Part is to—

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

(i) surface water; and

(ii) external moisture entering a building; and

(iii) the accumulation of internal moisture in a building; and

(b) protect other property from damage caused by redirected surface water.”

10.5. The balcony from apartment 607B is redirected surface water, causing damage to the balcony wall, does not comply with the building codes and is defective works by the builder.

Recommendation

10.6. Rectify Lot607B’s balcony waterproofing including all consequential and associated damage.

The following could be considered for rectification.

10.7. Disconnect the external air conditioning unit.

10.8. Remove all existing terrace tiling, screed and waterproofing.

10.9. Prepare substrate for waterproofing membrane.

10.10. Install waterproof membrane in accordance with the building standard.

10.11. Install screed with appropriate falls to the drainage outlet.

10.12. Install waterproof membrane above the screed.

10.13. Install tiles and grout in accordance with the approved plans and specifications.

10.14. High pressure clean the efflorescence and reinstate render and or paint coatings to match the existing finish.

10.15. Repair coatings to apartment 518B’s balcony soffit to match existing finish.

11. Apartment 517B - Penetration in balcony wall

11.1. The east balcony wall is clad in a fibre cement sheet and has a gap approximately 5 mm along its join with the north balcony concrete wall causing deterioration to the flexible sealant and creating an entry point for water ingress (refer to Photograph 77 to Photograph 80).

11.2. Water must be prevented from causing deterioration of building elements and damage to amenities for occupants in accordance with the building code.

11.3. The BCA V1:2010, FP1.4, states:

“A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

(a) unhealthy or dangerous conditions, or loss of amenity for occupants; and

(b) undue dampness or deterioration of building elements.

Limitation:

FP1.4 does not apply to—

- (a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or*
- (b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or*
- (c) an open spectator stand or open-deck carpark.”*

11.4. The water ingress and water damaged areas of the apartment do not comply with the building code and are defective works by the builder.

Recommendation

11.5. Rectify the external wall penetration waterproofing including all consequential and associated damage.

The following could be considered for rectification.

11.6. Remove perished sealant between the fibre cement cladding and concrete wall.

11.7. Install weather seal.

11.8. Securely fix a permanent trim at the junction.

11.9. Apply a paintable flexible sealant.

11.10. Paint trim and wall to match the existing finish.

12. Level 4 South Passageway - Leaking aluminium window units

12.1. The aluminium windows leaks during rainfall evidenced by the staining along the aluminium frame along the south passageway on level 4 (refer to Photograph 81 to Photograph 85).

12.2. The timber header adjacent to the aluminium windows in the south passageway is distorted and slightly separating, consistent with damage resultant from water ingress (refer to Photograph 86).

12.3. The Facilities Manager has advised me that attending to water leaks from the aluminium windows in the south passageway of level 4 during moderate rainfall has become common place.

12.4. Water must be prevented from causing deterioration of building elements and damage to amenities for occupants in accordance with the building code.

12.5. The BCA V1:2010, FP1.4, states:

“A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

- (a) unhealthy or dangerous conditions, or loss of amenity for occupants; and*

(b) undue dampness or deterioration of building elements.

Limitation:

FP1.4 does not apply to—

- (a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or*
- (b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or*
- (c) an open spectator stand or open-deck carpark.”*

12.6. The water ingress and water damaged areas of the apartment do not comply with the building code and are defective works by the builder.

Recommendation

12.7. Rectify the leaking windows including all consequential and associated damage.

The following could be considered for rectification.

12.8. Water test the aluminium windows externally from an elevated work platform and identify area of ingress.

12.9. Seal the windows where necessary.

12.10. Repair and repaint the damaged timber header.

12.11. Remove and clean the water stains from the aluminium frames and windows.

13. Apartment 431B - Balcony fall and efflorescence

13.1. The tiled balcony surface falls towards the floor drainage outlet located in the southeast corner adjacent to the external air conditioning unit (refer to Photograph 87 and Photograph 88).

13.2. The tiled balcony surface has between no fall and 1 in 167 (refer to Photograph 89 to Photograph 94).

13.3. The tile balcony surface also has a crossfall of approximately 1 in 50 consistent with the occupant's account that water gathers at the apartment's opening and is slow to drain to the outlet (refer to Photograph 95 and Photograph 96).

13.4. There is efflorescence forming on the surface of the tiles and between the balcony surface's grout lines consistent with insufficient fall both above and beneath the tiles towards the drainage outlet (refer to Photograph 97 and Photograph 98).

13.5. The primary consideration for falls in floor finishes is to ensure water does not remain on the finished floor in a manner that can adversely affect the health or amenity of the occupants or deteriorate building elements and the recommended ratio of fall in other wet areas is between 1:80 and 1:100 in accordance with the building standard.

13.6. AS 3958.1:2007, Appendix D Falls in Floor Finishes, states:

"D1 GENERAL

The primary consideration for falls in floor finishes is to ensure water does not remain on the finished floor in a manner that can adversely affect the health or amenity of the occupants or deteriorate building elements.

Falls in floor finishes should ensure water exits the area at the floor waste or doorway if that is the designed exit point (e.g. laundry door to exterior). Water should not pond on the floor, with the exception of residual water remaining due to surface tension.

D2 FACTORS AFFECTING FALLS

The ratio of fall achieved in a floor may vary depending upon the-

- (a) finished height requirements at doorways;*
- (b) height of fixtures or fittings;*
- (c) dimensions of the tiles used, adequate falls become more difficult to achieve as the size of the tiles used increase;*
- (d) area of the floor to be drained; and*
- (e) requirements of persons with disabilities.*

D3 FALL RATIOS

The recommended ratio of fall within a shower area is between 1:60 and 1:80.

The recommended ratio of fall in other wet areas is between 1:80 and 1:100.

In some circumstances the fall in the floor finishes in the same area may vary.

Where falls steeper than 1:100 are not achievable, the effectiveness of the floor drainage should be confirmed to ensure it meets the primary consideration set down in Paragraph D1 above."

13.7. The balcony fall towards the drainage outlet exceeds between 1 in 80 and 1 in 100, does not comply with the building standard and is defective works by the builder.

Recommendation

13.8. Rectify the balcony drainage including all consequential and associated damage.

The following could be considered for rectification.

13.9. Remove all existing terrace tiling, screed and waterproofing.

13.10. Disconnect the external air conditioning unit.

13.11. Prepare substrate for waterproofing membrane including the construction of a hob between the two balconies.

13.12. Install waterproof membrane in accordance with the building standard.

13.13. Install screed with appropriate falls to the drainage outlet.

13.14. Install waterproof membrane above the screed.

13.15. Install tiles and grout in accordance with the approved plans and specifications.

13.16. Reinstate the external air conditioning unit.

14. Apartment 604B - Water damage to pelmet

14.1. The recessed plaster lined pelmet above the living area opening to the balcony has water damage to its soffit in the east corner consistent with water ingress through the perished sealant to the adjacent external wall and window junction (refer to Photograph 99 to Photograph 101).

14.2. Water must be prevented from causing deterioration of building elements and damage to amenities for occupants in accordance with the building code.

14.3. The BCA V1:2010, FP1.4, states:

"A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

(a) unhealthy or dangerous conditions, or loss of amenity for occupants; and

(b) undue dampness or deterioration of building elements.

Limitation:

FP1.4 does not apply to—

(a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or

(b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or

(c) an open spectator stand or open-deck carpark."

14.4. The water damage does not comply with the building code and is defective works by the builder.

Recommendation

14.5. Rectify the pelmet water damage including all consequential and associated damage.

The following could be considered for rectification.

14.6. Remove roller blind and water damaged plaster lining in the pelmet.

14.7. Identify area(s) of water ingress which may require water testing from outside.

14.8. Remove perished flexible sealant and reapply as required.

14.9. Reinstate plaster lining and paint coatings to match existing finishes.

14.10. Reinstate roller blind.

15. Apartment 123B - Omission of waterproof membrane upturns to balcony

- 15.1. The balcony tiled surface drains towards a drainage outlet located centre of the balcony and adjacent to the apartment's external north concrete wall and there is no visible waterproof membrane upturn to the apartment and balcony walls (refer to Photograph 102 to Photograph 104).
- 15.2. The edges of membranes including upturns must be protected in accordance with the building standard.
- 15.3. AS 4654.1:2009, 2.6.1.3 Vertical upward termination edge protection, states:
- "The edges of the membrane shall be protected by-*
- (a) an overflashing that overlaps the upstand with a minimum drainage gap of 10 mm (see Figure 2.2) and a pressure seal with an applicable sealant on to a surface that shall be smooth, clean, dry, free from dust and sharp protrusions and free from contamination;*
 - (b) an overflashing that overlaps the upstand with a minimum drainage gap of 10 mm and terminated into a reglet and sealed [see Figure 2.3(a)]; or*
 - (c) an overflashing constructed of a liquid applied membrane which terminates 100 mm either side of the edge of the main membrane and reinforced 50 mm either side of the main membrane [see Figure 2.3(b)]."*
- 15.4. Refer to Attachment E for Figure 2.2 Vertical Upward Termination-Detail of Pressure Seal of AS4654.2:2009.
- 15.5. The balcony waterproof membrane detail does not comply with the building standard and is defective works by the builder.

Recommendation

- 15.6. Rectify the omission of waterproof membrane upturns including all consequential and associated damage.
- The following could be considered for rectification.
- 15.7. Disconnect the external air conditioning unit.
- 15.8. Remove all existing terrace tiling, screed and waterproofing.
- 15.9. Prepare substrate for waterproofing membrane.
- 15.10. Install waterproof membrane in accordance with the building standard.
- 15.11. Install screed with appropriate falls to the drainage outlet.
- 15.12. Install waterproof membrane above the screed.
- 15.13. Install tiles and grout in accordance with the approved plans and specifications.
- 15.14. Reinstall air conditioning unit.

15.15. Reinstate paint coatings to external walls in accordance with existing finishes.

16. Apartment 205A - Omission of waterproof membrane upturns to balcony

16.1. The balcony tiled surface drains towards a drainage outlet located centre of the balcony and adjacent to the apartment's external south concrete wall and there is no visible waterproof membrane upturn to the balcony wall, to the drainage pipe penetration adjacent to the drainage outlet and to the underside of the aluminium windows units (refer to Photograph 105 and Photograph 106).

16.2. The edges of membranes including upturns must be protected in accordance with the building standard.

16.3. AS 4654.1:2009, 2.6.1.3 Vertical upward termination edge protection, states:

"The edges of the membrane shall be protected by-

(a) an overflashing that overlaps the upstand with a minimum drainage gap of 10 mm (see Figure 2.2) and a pressure seal with an applicable sealant on to a surface that shall be smooth, clean, dry, free from dust and sharp protrusions and free from contamination;

(b) an overflashing that overlaps the upstand with a minimum drainage gap of 10 mm and terminated into a outlet and sealed [see Figure 2.3(a)]; or

(c) an overflashing constructed of a liquid applied membrane which terminates 100 mm either side of the edge of the main membrane and reinforced 50 mm either side of the main membrane [see Figure 2.3(b)]."

16.4. Refer to Attachment E for Figure 2.2 Vertical Upward Termination-Detail of Pressure Seal of AS4654.2:2009.

16.5. The balcony tiled surface drains towards a drainage outlet located centre of the balcony and adjacent to the apartment's external south concrete wall and there is no visible waterproof membrane upturn to the underside of the aluminium windows units (refer to Photograph 107 to Photograph 109).

16.6. Waterproof membranes are to upturn to the underside of a window or door sill in accordance with the building standard.

16.7. AS 4654.2:2009, 2.6.3.1 Membrane installation, states:

"Membranes shall be installed prior to the fixing of door or window frames (see Figures 2.8 and 2.9).

There is to be no vertical fixing through the horizontal surface sill/subsill of the door. If the door is sufficient length that it requires horizontal restraint along its length, this fixing shall be done horizontally to an angle behind the door sill/subsill"

16.8. Refer to Attachment G for Figure 2.8 Detail of Membrane Termination at External Openings Doors of AS 4654.2:2009

16.9. The balcony waterproof membrane does not comply with the building standard and is defective works by the builder.

Recommendation

16.10. Rectify the omission of waterproof membrane upturns including all consequential and associated damage.

The following could be considered for rectification.

16.11. Disconnect the external air conditioning unit.

16.12. Remove all existing terrace tiling, screed and waterproofing.

16.13. Prepare substrate for waterproofing membrane.

16.14. Install waterproof membrane in accordance with the building standard.

16.15. Install screed with appropriate falls to the drainage outlet.

16.16. Install waterproof membrane above the screed.

16.17. Install tiles and grout in accordance with the approved plans and specifications.

16.18. Reinstall air conditioning unit.

16.19. Reinstall paint coatings to external walls in accordance with existing finishes.

17. Apartment 126B - Water damage to bedroom 2

17.1. There is water damage and mould growth to the skirting trim in the southeast corner of bedroom 2, and to the adjacent carpet and underlay, consistent with water ingress from the adjacent external wall (refer to Photograph 110 to Photograph 116).

17.2. Water must be prevented from causing deterioration of building elements and damage to amenities for occupants in accordance with the building code.

17.3. The BCA V1:2010, FP1.4, states:

“A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

(a) unhealthy or dangerous conditions, or loss of amenity for occupants; and

(b) undue dampness or deterioration of building elements.

Limitation:

FP1.4 does not apply to—

(a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or

(b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or

(c) an open spectator stand or open-deck carpark.”

17.4. The water damage does not comply with the building code and is defective works by the builder.

Recommendation

17.5. Rectify the water damage including all consequential and associated damage.

The following could be considered for rectification.

17.6. Remove the skirting trim, mould affected carpet, underlay and smooth edge and allow affected areas to dry.

17.7. Treat affected area for mould.

17.8. Inspect window seals and wall floor junctions including external asphalt sheet membrane and rectify as required.

17.9. Water test affected areas.

17.10. Replace the affected skirting trim and the entire carpet to match existing finishes.

17.11. The cause of the water ingress has been addressed in Item 7 of the Buildspect Supplementary Report dated 30 August 2022 and has to be rectified prior to the internal rectifications.

18. Apartment 521B - Failed waterproofing to shower

18.1. There are high moisture levels to the passageway plaster wall, skirting trim and carpet on the opposite side of the bathroom shower wall to apartment 521B consistent with failed shower waterproofing (refer to Photograph 117 to Photograph 121).

18.2. There is evidence the shower has been recently resealed with a flexible sealant to the floor junction perimeter (refer to Photograph 122 and Photograph 123).

18.3. I was advised by the Facilities Manager that the resealing was an attempt to resolve the water ingress from the failed waterproof membrane.

18.4. Water must be prevented from causing deterioration of building elements and damage to amenities for occupants in accordance with the building code.

18.5. The BCA V1:2010, FP1.7, states:

To protect the structure of the building and to maintain the amenity of the occupants, water must be prevented from penetrating—

(a) behind fittings and linings; and

(b) into concealed spaces,

of sanitary compartments, bathrooms, laundries and the like.

18.6. The water damage does not comply with the building code and is defective works by the builder.

Recommendation

18.7. Rectify the bathroom shower including all consequential and associated damage.

The following could be considered for rectification.

- 18.8. Disconnect and remove all the plumbing and electrical fixtures.
- 18.9. Remove all joinery and hardware fixtures.
- 18.10. Remove and dispose of all bathroom floor, wall tiling and screed.
- 18.11. Prepare and waterproof substrate.
- 18.12. Screed bathroom floor ensuring sufficient fall towards floor drainage outlet.
- 18.13. Tile and grout bathroom floor and walls in accordance with the approved specifications and finishes.
- 18.14. Reinstall joinery, hardware.
- 18.15. Reinstall and reconnect plumbing and electrical fixtures and fittings.
- 18.16. Seal bathroom with flexible sealant as required.
- 18.17. Repair the damage plaster wall and skirting trim in the passageway and paint to match existing finish.
- 18.18. The carpet and its underlay should be replaced if there is evidence of mould growth beneath.

19. Apartment 607B - Water damage to bedroom window reveal

- 19.1. The plaster wall lining to the right hand side of the bedroom window is deteriorating and has an elevated moisture level consistent with water ingress in the wall cavity resultant from a failed window flashing or failed flexible sealant between the adjacent aluminium window unit and external concrete wall (refer to Photograph 124 to Photograph 127).
- 19.2. Water must be prevented from causing deterioration of building elements and damage to amenities for occupants in accordance with the building code.
- 19.3. The BCA V1:2010, FP1.4, states:

"A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

- (a) unhealthy or dangerous conditions, or loss of amenity for occupants; and*
- (b) undue dampness or deterioration of building elements.*

Limitation:

FP1.4 does not apply to—

- (a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or*
- (b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or*
- (c) an open spectator stand or open-deck carpark."*

19.4. The water damage does not comply with the building code and is defective works by the builder.

Recommendation

19.5. Rectify the water damage including all consequential and associated damage.

The following could be considered for rectification.

19.6. Remove affected plaster lining.

19.7. Identify point of water ingress. External elevated work access is required.

19.8. Repair or replace window flashing or perished flexible sealant.

19.9. Water test to confirm successful weatherproofing.

19.10. Repair plaster and paint walls to match existing finishes.

20. Apartment 602B - Water damage to bedroom window adjacent surfaces

20.1. The skirting trim and plaster wall lining to both sides at the bottom of the bedroom window is deteriorating and has an elevated moisture level consistent with water ingress in the wall cavity resultant from a failed window flashing or failed flexible sealant between the adjacent aluminium window unit and external concrete wall (refer to Photograph 128 to Photograph 133).

20.2. Water must be prevented from causing deterioration of building elements and damage to amenities for occupants in accordance with the building code.

20.3. The BCA V1:2010, FP1.4, states:

"A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

(a) unhealthy or dangerous conditions, or loss of amenity for occupants; and

(b) undue dampness or deterioration of building elements.

Limitation:

FP1.4 does not apply to—

(a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or

(b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or

(c) an open spectator stand or open-deck carpark."

20.4. The water damage does not comply with the building code and is defective works by the builder.

Recommendation

20.5. Rectify the water damage including all consequential and associated damage.

The following could be considered for rectification.

20.6. Remove affected plaster lining.

20.7. Identify point of water ingress. External elevated work access is required.

20.8. Repair or replace window flashing or perished flexible sealant.

20.9. Water test to confirm successful weatherproofing.

20.10. Repair plaster and paint walls to match existing finishes.

20.11. Replace skirting trim and coat to match existing finish.

21. Apartment 510A - Mould growth on bedroom ceiling

21.1. There is mould forming on the south east part of the bedroom ceiling and on the window pelmet plaster lining consistent with water ingress into the ceiling cavity from the overhead flat concrete roof (refer to Photograph 134 to Photograph 136).

21.2. There is evidence of water pooling on the concrete roof above and there are fixed anchor points with gaps in the flexible sealant which may be contributing to the water ingress (refer to Photograph 137 to Photograph 139).

21.3. Water must be prevented from causing deterioration of building elements and damage to amenities for occupants in accordance with the building code.

21.4. The BCA V1:2010, FP1.4, states:

"A roof and external wall (including openings around windows and doors) must prevent the penetration of water that could cause—

(a) unhealthy or dangerous conditions, or loss of amenity for occupants; and

(b) undue dampness or deterioration of building elements.

Limitation:

FP1.4 does not apply to—

(a) a Class 7 or 8 building where in the particular case there is no necessity for compliance; or

(b) a garage, tool shed, sanitary compartment, or the like, forming part of a building used for other purposes; or

(c) an open spectator stand or open-deck carpark."

21.5. The water damage does not comply with the building code and is defective works by the builder.

Recommendation

21.6. Rectify the mould growth including all consequential and associated damage.

The following could be considered for rectification.

21.7. Remove and discard of the mould affected plaster lining.

21.8. Identify point of water ingress. Water testing maybe required.

21.9. Seal point of water ingress as required in accordance with the building code.

21.10. Reinstall the plaster lining to the bedroom ceiling and pelmet.

21.11. Paint ceiling walls to match existing finishes.

22. Common property - Movement in block wall

22.1. The block wall which surrounds the basement air intake vents at ground level to the west elevation of the north building, is separating from the main building structure, evidenced by a gap of approximately 20 mm, which is consistent with undermined footings and incorrect tie-ins to the main structure (refer to Photograph 140 to Photograph 142).

22.2. The structure including the block wall should remain stable and not collapse in accordance with the building code

22.3. The BCA V1:2010, BP1.1 Structural Provisions Performance Requirements, states:

“(a) A building or structure, to the degree necessary, must—

(i) remain stable and not collapse; and

(ii) prevent progressive collapse; and

(iii) minimise local damage and loss of amenity through excessive deformation, vibration or degradation; and

(iv) avoid causing damage to other properties, by resisting the actions to which it may reasonably be subjected.

(b) The actions to be considered to satisfy (a) include but are not limited to—

(i) permanent actions (dead loads); and

(ii) imposed actions (live loads arising from occupancy and use); and

(iii) wind action; and

(iv) earthquake action; and

(v) snow action; and

(vi) liquid pressure action; and

(vii) ground water action; and

(viii) rainwater action (including ponding action); and

(ix) earth pressure action; and

- (x) differential movement; and*
- (xi) time dependent effects (including creep and shrinkage); and*
- (xii) thermal effects; and*
- (xiii) ground movement caused by—*
 - (A) swelling, shrinkage or freezing of the subsoil; and*
 - (B) landslip or subsidence; and*
 - (C) siteworks associated with the building or structure; and*
- (xiv) construction activity actions; and*
- (xv) termite actions.”*

22.4. The block wall is not remaining stable and is subject to further movement or collapse, does not comply with the building code and is defective works by the builder.

Recommendation

22.5. Rectify the movement in the block wall including all consequential and associated damage.

The following could be considered for rectification.

22.6. Stabilize foundation and level footings via resin injection.

22.7. Tie in the block wall to the adjacent building structure with the use of masonry helical bars.

22.8. Reinstate mortar to block wall repairs and paint to match existing finish.

Costing

I have been asked to provide an assessment of the costs necessary to rectify the defects identified in my report. A detailed costing is included as Attachment C to this report, the estimated cost of rectification is calculated at **\$274,527.50**, including GST.

Conclusion

There are apartments with balconies with insufficient fall, missing waterproof upturns and efflorescence forming on the surface.

There are apartments that have water damage as a result of failed weatherproofing to external windows and walls.

Apartment 510A has mould growth to its bedroom ceiling consistent with water ingress from the flat concrete roof above.

There is water ingress from the aluminium window units located in the south common passageway on level 4.

There are apartments with incomplete repairs undertaken by the builder.

Statement

In contemplation that this report may be presented to the Building and Property List of VCAT I state that I am aware of the VCAT Practice Note – PNVCAT2. I have read the Practice Note and accept that I am bound by it. I set out the following information as required by the Practice Note.

- The details of my address, qualifications and experience are set out in the Curriculum Vitae included as Attachment A.
- My area of expertise is the assessment and pricing of building works.
- I have made all the enquiries which I believe are desirable and appropriate and no matters of significance which I regard as relevant have to my knowledge been withheld from the Tribunal.
- I have a paramount duty to the Tribunal and an overriding duty to assist the Tribunal.

This report prepared and signed by



Peter Kyriakou
Consultant
CB-L (VBA), Builder – Low Rise (CBOS, TAS)
Registered Building Practitioner

This report prepared and signed by



Nick Warton
Consultant
Cert IV BldConst

Attachment A Curriculum Vitae - Peter Kyriakou

Contact	Level 3 Building 3, 630 Mitcham Road, Mitcham VIC 3132 PO Box 2152, Rangeview VIC 3132 Office: 03 8877 7500 Direct: 03 8877 7553 Email: pkyriakou@buildspect.com.au
Expertise	Building Consultant specialising in reporting on building works to residential dwellings, high rise apartments and commercial buildings identifying defects and non-compliance to the relevant Building Code of Australia and Australian Standards. Producing reports and providing expert evidence for use in court and tribunal proceedings such as VCAT. Inspecting properties for the purpose of pre-purchase, selling, owner builder insurance, pre-construction surveys, stage inspections, make good, pre and post-lease reporting, defect and incomplete works reports, detailed costings report, insurance assessments and project management including tender assessments. Reviewing building contractual documents, including plans and specifications for inconsistencies.
Qualifications	Registered Building Practitioner - CB-L (VBA), Builder (Low Rise) (CBOS, Tas) Diploma in Building & Construction (Building) – Frontier Training Institute Certificate IV in Building & Construction – Holmesglen TAFE Certificate IV in Work, Health & Safety – Pinnacle Safety & Training Certificate IV in Training and Assessment – Ambition Training Certificate III in Carpentry – Australian Training College of Construction
Experience	Over 15 years of town planning, project management and supervision of a residential, commercial and civil construction projects to the value of \$3.5m. Residential projects include new homes, basement construction, medium density housing developments, renovations and extensions. Commercial projects include government school additions and restorations, office complexes, childcare centres, auditoriums, light industrial, childcare and special use. Civil projects include small to medium residential subdivisions, large landscaping projects, covered and open athletic fields. Held various positions as a construction manager, project manager, site supervisor and property development manager. Delivered various government programs for the Victorian School Building Authority and National Rental Affordability Scheme. Has also delivered nationally recognised Certificate IV and Diploma in Building & Construction as a certified trainer and assessor. Widely experienced in property acquisitions, project feasibilities, design and engineering coordination, town planning and permit applications.

Attachment B Photographs



Photograph 1 – Apartment 309A bathroom shower



Photograph 2 – Apartment 309A bathroom shower



Photograph 3 - Apartment 309A bathroom shower fall 1 in 250



Photograph 4 - Apartment 309A bathroom shower



Photograph 5 - Apartment 309A bathroom shower fall 1 in 167



Photograph 6 - Apartment 309A bathroom shower



Photograph 7 - Apartment 309A bathroom shower fall 1 in 143



Photograph 8 - Apartment 309A bathroom shower recessed grout lines



Photograph 9 - Apartment 309A bathroom shower recessed grout lines



Photograph 10 - Apartment 308A balcony



Photograph 11 - Apartment 308A balcony fall 1 in 143



Photograph 12 - Apartment 308A balcony fall



Photograph 13 - Apartment 308A balcony fall 1 in 125



Photograph 14 - Apartment 308A balcony fall



Photograph 15 - Apartment 308A balcony fall 1 in 167



Photograph 16 - Apartment 308A balcony fall



Photograph 17 - Apartment 308A balcony fall 1 in 167



Photograph 18 - Apartment 308A balcony drainage outlet



Photograph 19 - Apartment 308A balcony drainage outlet



Photograph 20 - Apartment 308A balcony, water discharging beneath east wall



Photograph 21 - Apartment 308A balcony west wall



Photograph 22 - Apartment 308A balcony west wall efflorescence discharging from soffit junction



Photograph 23 - Apartment 308A balcony west wall efflorescence discharging from soffit junction



Photograph 24 - Apartment 308A balcony west wall



Photograph 25 – Apartment 410A, balcony floor/wall junction above affected area to Apartment 309A missing upturn detail



Photograph 26 – Apartment 526B bathroom shower



Photograph 27 - Apartment 526B bathroom shower fall



Photograph 28 - Apartment 526B bathroom shower fall 1 in 333



Photograph 29 - Apartment 526B bathroom shower fall



Photograph 30 - Apartment 526B bathroom shower fall 1 in 167



Photograph 31 - Apartment 526B bathroom shower, algae growth on tile surface



Photograph 32 – Apartment 328B bathroom shower



Photograph 33 - Apartment 328B bathroom shower fall



Photograph 34 - Apartment 328B bathroom shower, no fall



Photograph 35 - Apartment 328B bathroom shower fall



Photograph 36 - Apartment 328B bathroom shower fall 1 in 1,000



Photograph 37 - Apartment 328B bathroom shower fall



Photograph 38 - Apartment 328B bathroom shower fall within the distance of the level



Photograph 39 - Apartment 328B bathroom shower recessed grout lines



Photograph 40 - Apartment 328B bathroom shower recessed grout lines



Photograph 41 – Common passageway outside Apartment 328B



Photograph 42 - Common passageway outside Apartment 328B, recent repairs to plaster wall and skirting trim



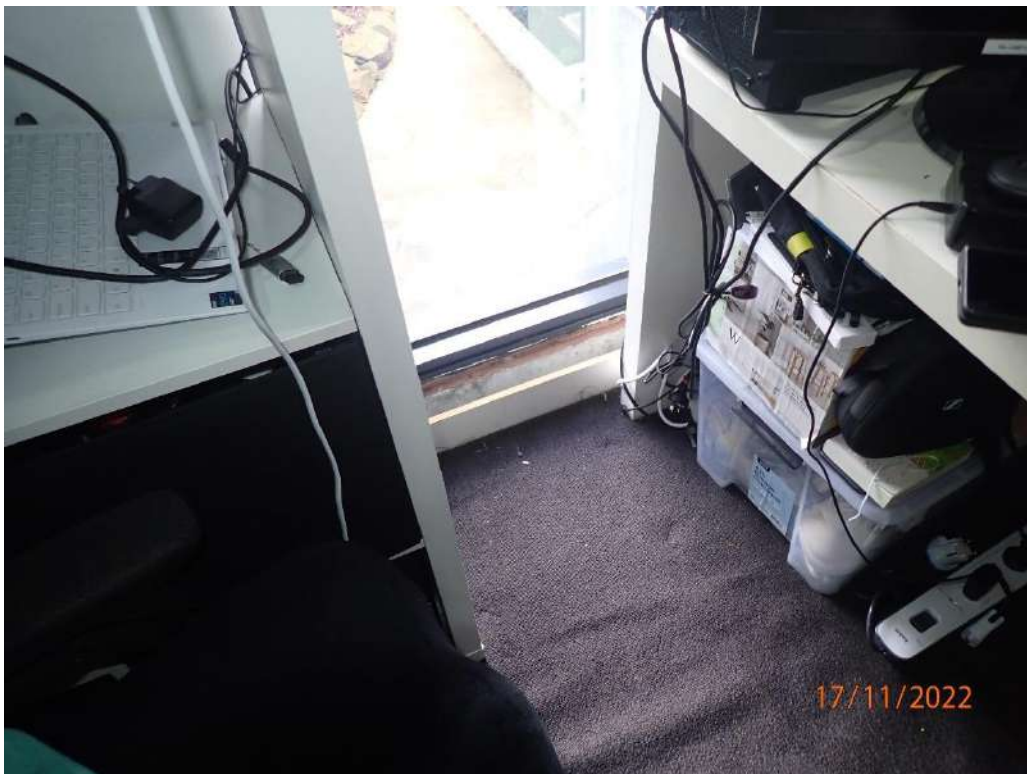
Photograph 43 - Common passageway outside Apartment 328B, moderate to low moisture levels



Photograph 44 - Apartment 328B bathroom shower, new flexible sealant to floor perimeter



Photograph 45 - Apartment 328B bathroom shower, new flexible sealant to floor perimeter



Photograph 46 – Apartment 337B bedroom 2



Photograph 47 - Apartment 337B, bedroom 2 window, incomplete repairs to window sill reveal and adjacent wall plaster



Photograph 48 - Apartment 337B bedroom 1



Photograph 49 - Apartment 337B, bedroom 1 window, incomplete repairs to the windowsill reveal and adjacent wall plaster



Photograph 50 – Apartment 417B bedroom 2



Photograph 51 - Apartment 417B bedroom 2 west facing window



Photograph 52 - Apartment 417B, pooling water on rooftop adjacent to bedroom 2 window



Photograph 53 - Apartment 417B bedroom 2 moisture damage to skirting trim and carpet



Photograph 54 - Apartment 417B bedroom 2 moisture damage to skirting trim and carpet



Photograph 55 - Apartment 417B bedroom 2 moisture damage to skirting trim and carpet



Photograph 56 - Apartment 417B bedroom 2, elevated moisture levels in wall plaster



Photograph 57 - Apartment 417B bedroom 2, high moisture levels in skirting trim



Photograph 58 - Apartment 417B bedroom 2, high moisture levels in skirting trim



Photograph 59 - Apartment 417B, northwest corner of the living area



Photograph 60 - Apartment 417B, northwest corner of the living area



Photograph 61 - Apartment 417B, northwest corner of the living area, water damage to carpet and skirting trim



Photograph 62 - Apartment 417B, northwest corner of the living area, water damage to carpet, underlay, smooth edge and skirting trim



Photograph 63 - Apartment 417B, northwest corner of the living area, low to moderate moisture readings in skirting trim



Photograph 64 - Apartment 417B, northwest corner of the living area, low to moderate moisture readings in skirting trim



Photograph 65 – Apartment 614B living area



Photograph 66 - Apartment 614B living area ceiling



Photograph 67 - Apartment 109A bedroom 2 west window



Photograph 68 - Apartment 109A bedroom 2 initial moisture damage to timber smooth edge



Photograph 69 - Apartment 109A bedroom 2 initial moisture damage to underside of carpet



Photograph 70 – Apartment 109A bedroom 2



Photograph 71 - Apartment 109A, water testing to bedroom 2 west window



Photograph 72 - Apartment 109A, water testing to bedroom 2 west window



Photograph 73 - Apartment 109A, water testing to bedroom 2 west window



Photograph 74 – Apartment 109A, water ingress to bedroom 2 west window



Photograph 75 – Apartment 518B, northeast balcony wall



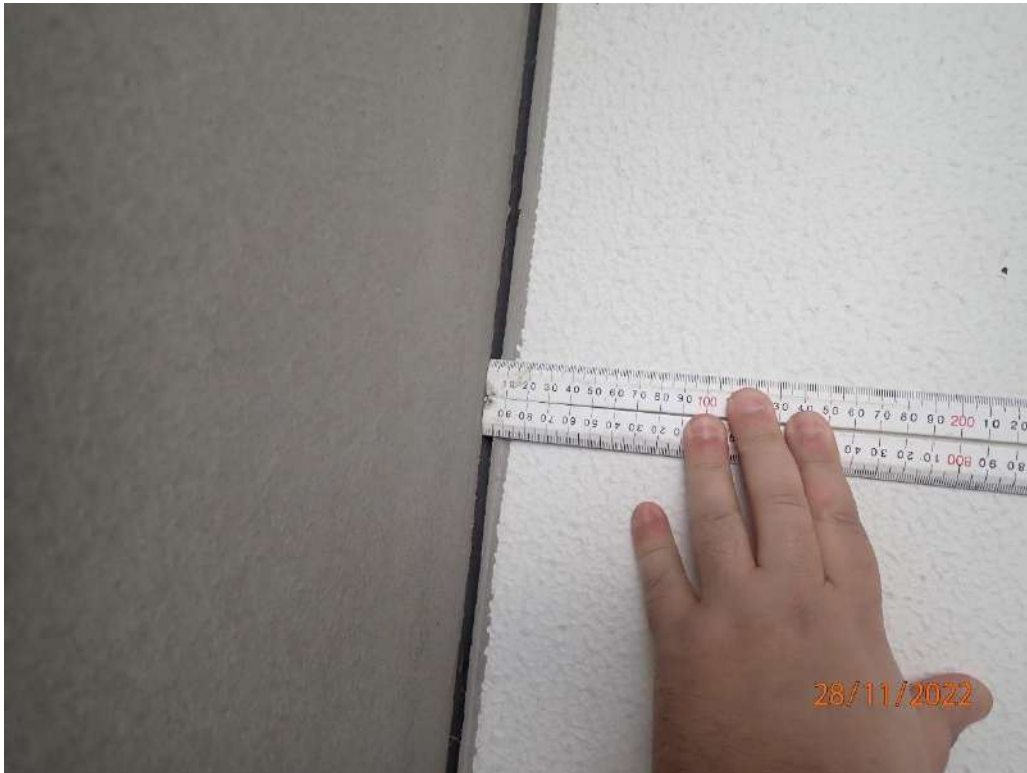
Photograph 76 - Apartment 518B, northeast balcony wall, efflorescence in view



Photograph 77 – Apartment 517B



Photograph 78 - Apartment 517B gap between east and north balcony walls



Photograph 79 - Apartment 517B gap between east and north balcony walls



Photograph 80 - Apartment 517B gap between east and north balcony walls



Photograph 81 – Level 4 south passageway aluminium windows



Photograph 82 - Level 4 south passageway aluminium windows



Photograph 83 - Level 4 south passageway aluminium windows, water stains



Photograph 84 - Level 4 south passageway aluminium windows, water stains



Photograph 85 - Level 4 south passageway aluminium windows, water stains



Photograph 86 - Level 4 south passageway aluminium windows, swelling and separation at join of reveal



Photograph 87 – Apartment 431B balcony



Photograph 88 - Apartment 431B balcony, drainage outlet



Photograph 89 - Apartment 431B balcony fall



Photograph 90 - Apartment 431B balcony, no fall



Photograph 91 - Apartment 431B balcony fall



Photograph 92 - Apartment 431B balcony fall 1 in 167



Photograph 93 - Apartment 431B balcony fall



Photograph 94 - Apartment 431B balcony fall 1 in 167



Photograph 95 - Apartment 431B balcony cross fall



Photograph 96 - Apartment 431B balcony cross fall 1 in 50



Photograph 97 - Apartment 431B balcony, efflorescence between grout lines



Photograph 98 - Apartment 431B balcony, efflorescence between grout lines



Photograph 99 – Apartment 604B, living area opening pelmet



Photograph 100 - Apartment 604B, living area pelmet, water damage to plaster in view



Photograph 101 - Apartment 604B, possible area of water ingress adjacent to pelmet area



Photograph 102 – Apartment 123B balcony, omission of waterproofing upturns



Photograph 103 - Apartment 123B balcony, omission of waterproofing upturns



Photograph 104 - Apartment 123B balcony, omission of waterproofing upturns



Photograph 105 – Apartment 205A balcony



Photograph 106 - Apartment 205A balcony drainage outlet and adjacent drain pipe penetration



Photograph 107 - Apartment 205A balcony upturn beneath aluminium sliding door and window unit



Photograph 108 - Apartment 205A balcony upturn beneath aluminium sliding door and window unit



Photograph 109 - Apartment 205A balcony upturn beneath aluminium sliding door and window unit



Photograph 110 – Apartment 126B, southeast corner of bedroom 2



Photograph 111 - Apartment 126B, external view of window, southeast corner of bedroom 2



Photograph 112 - Apartment 126B, external view of window and planter box, southeast corner of bedroom 2



Photograph 113 - Apartment 126B, southeast corner of bedroom 2, high moisture elevation to skirting trim



Photograph 114 - Apartment 126B, southeast corner of bedroom 2, high moisture elevation in carpet and underlay



Photograph 115 - Apartment 126B, southeast corner of bedroom 2, water damage and mould growth to carpet and underlay



Photograph 116 - Apartment 126B, southeast corner of bedroom 2, water damage and mould growth to carpet and underlay



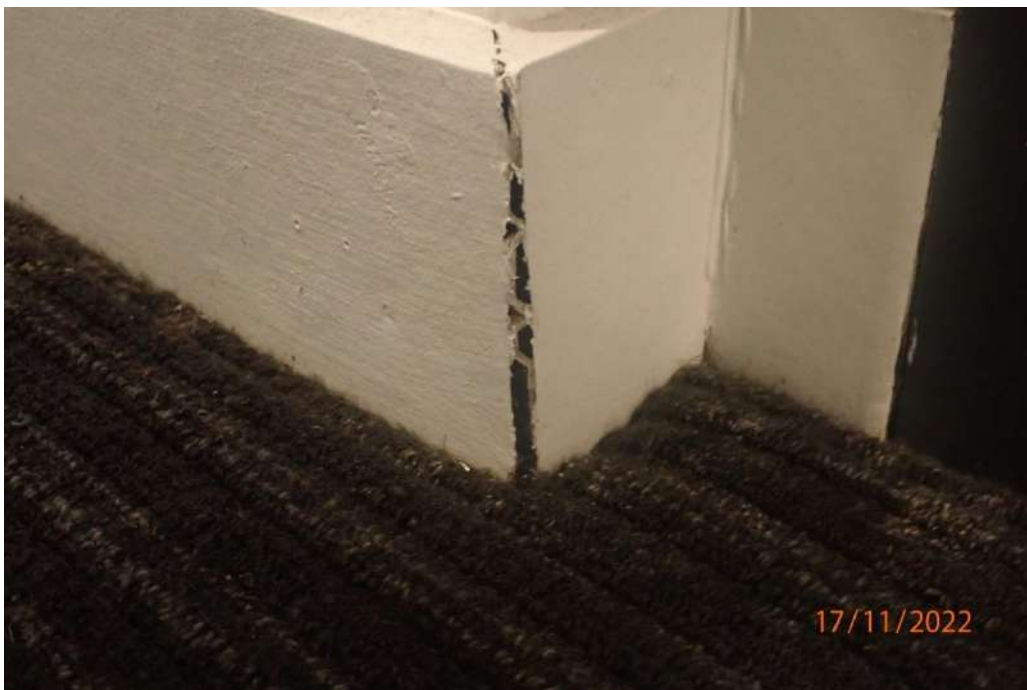
Photograph 117 - Apartment 521B external passageway



Photograph 118 - Apartment 521B external passageway, elevated moisture levels in skirting trim



Photograph 119 - Apartment 521B external passageway, elevated moisture levels in carpet and underlay



Photograph 120 - Apartment 521B external passageway, skirting trim separation



Photograph 121 - Apartment 521B external passageway, elevated moisture levels in wall plaster



Photograph 122 – Apartment 521B bathroom shower, resealing of tiled floor perimeter



Photograph 123 - Apartment 521B bathroom shower, resealing of tiled floor perimeter



Photograph 124 – Apartment 607B, bedroom window, plaster damage



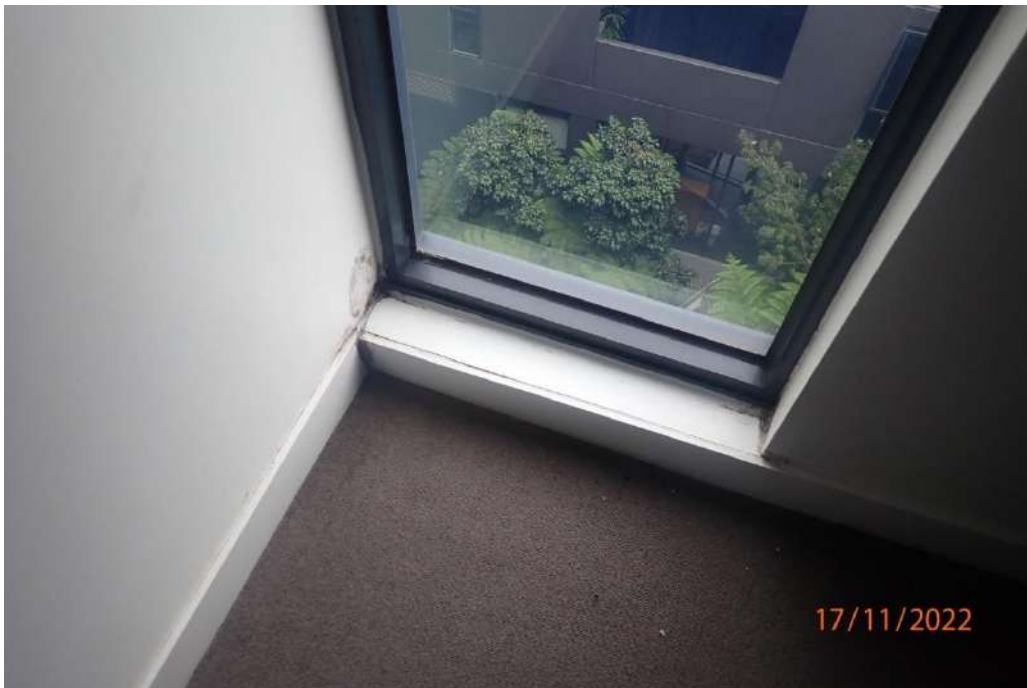
Photograph 125 - Apartment 607B, bedroom window, plaster damage



Photograph 126 - Apartment 607B, bedroom window, elevated moisture levels in wall plaster



Photograph 127 - Apartment 607B, bedroom window, external view, possible entry point of water ingress



Photograph 128 – Apartment 602B, bedroom window



Photograph 129 - Apartment 602B, bedroom window, water damage to adjacent wall plaster



Photograph 130 - Apartment 602B, bedroom window, elevated moisture levels to skirting trim



Photograph 131 - Apartment 602B, bedroom window, elevated moisture levels to wall plaster



Photograph 132 - Apartment 607B, bedroom window, external view, likely entry points of water ingress



Photograph 133 - Apartment 607B, bedroom window, external view, likely entry points of water ingress



Photograph 134 - Apartment 510A, bedroom ceiling, mould growth in view



Photograph 135 - Apartment 510A, bedroom ceiling, mould growth in view



Photograph 136 - Apartment 510A, bedroom ceiling, mould growth in view



Photograph 137 – Rooftop above Apartment 510A bedroom, area of water pooling



Photograph 138 - Rooftop above Apartment 510A bedroom, gaps in anchor point sealant



Photograph 139 - Rooftop above Apartment 510A bedroom, anchor point



Photograph 140 – Ground level common property to west elevation of north building, gap in block wall



Photograph 141 - Ground level common property to west elevation of north building, gap in block wall in view



Photograph 142 - Ground level common property to west elevation of north building, gap in block wall in view

Attachment C Costings

Costing Basis & Assumptions

This pricing is based on the works to be done being carried out by a small competitive builder with access to the required trades, suppliers and subcontractors. Each item is priced independently using trade rates where appropriate, and otherwise with a cost of direct labour and material provided. Plant hire charges are included where plant is required (P). A margin is added.

The quantity of hours for labour included in any item (L) allows for time to set up on site to carry out the work and clean up after. Where the item will take part only of the day and no other items which can be done that day by the same trade are included among those priced the amount allowed is increased to allow travel to and from the site. With rectification or completion of new work time must be allowed for protection of existing work, furniture and furnishings.

The labour rate used is intended to cover not only the wages and on costs of that labour, but also the supply and running costs of the tools generally required plus transport. A rate of \$85.00 per hour has been used for the general trades, \$75.00 per hour for labourers and \$115.00 per hour for the licensed trades, e.g. electrician and plumber. \$120.00 per hour has been allowed for painters and for plasterers with this figure to include material as well as labour.

The amounts allowed for material (M) include an appropriate wastage allowance and rates at which small quantities can be purchased.

Because with rectification and completion work there is a greater element of uncertainty a loading to some items is added for contingencies (C).

The margin added to each item is intended to cover preliminaries, permit fees, warranties, overheads, supervision and profit. A rate of 30% has been used generally. GST is added to the total for each item at the rate of 10%.

Summary of Costings

Item	\$
Item 1 – Apartment 309A - Bathroom shower fall	19,999.00
Item 2 – Apartment 308A - Balcony fall towards drainage outlet	1,961.00
Item 3 – Apartment 308A and Apartment 410A - Efflorescence to balcony wall	21,266.00
Item 4 – Apartment 526B - Fall in bathroom shower	20,134.00
Item 5 – Apartment 328B - Fall in bathroom shower	20,134.00
Item 6 – Apartment 337B - Incomplete repairs	2,814.00
Item 7 – Apartment 417B - Water ingress to bedroom and living area	10,522.00
Item 8 – Apartment 614B - Water damage to living area ceiling cavity	1,509.00
Item 9 – Apartment 109A - Water ingress to bedroom 2	8,572.00
Item 10 – Apartment 518B & Apartment 607B - Efflorescence to balcony wall	16,447.50
Item 11 – Apartment 517B - Penetration in balcony wall	1,525.00
Item 12 – Level 4 South Passageway - Leaking aluminium window units	12,390.00
Item 13 – Apartment 431B - Balcony fall and efflorescence	16,861.00
Item 14 – Apartment 604B - Water damage to pelmet	5,410.00
Item 15 – Apartment 123B - Omission of waterproof membrane upturns to balcony	23,123.00
Item 16 – Apartment 205A - Omission of waterproof membrane upturns to balcony	20,542.00
Item 17 – Apartment 126B - Water damage to bedroom 2	6,307.00
Item 18 – Apartment 521B - Failed waterproofing to shower	21,643.00
Item 19 – Apartment 607B - Water damage to bedroom window reveal	13,877.00
Item 20 – Apartment 602B - Water damage to bedroom window adjacent surfaces	8,729.00
Item 21 – Apartment 510A - Mould growth on bedroom ceiling	5,568.00
Item 22 – Movement in block wall	15,194.00
Total	274,527.50

Detailed Costings

Item 1- Apartment 309A - Bathroom shower fall

Description	Rate	Quantity	Unit	Rate	\$
Bin	P	1	I	440.00	440.00
Remove all plumbing fixtures	L	4	H	115.00	460.00
Remove all electrical fixtures	L	4	H	115.00	460.00
Remove vanity, shower screen and mirror	L	4	H	85.00	340.00
Remove wall and floor tiles and prepare substrate for waterproofing and screed	L	8	H	85.00	680.00
Install new wall lining	LM	12	H	85.00	1,020.00
Plasterboard materials and consumables	M	1	I	600.00	600.00
Waterproof membrane liquid applied	LMP	11	M2	85.00	935.00
Shower floor screeding	LMP	1	I	1,350.00	1,350.00
Floor and wall tiling	L	16	H	110.00	1,760.00
Tiles and tiling materials & consumables	M	11	M2	80.00	880.00
Reinstate to vanity, shower screen and mirror	L	8	H	85.00	680.00
Reinstate the plumbing fixtures	L	8	H	115.00	920.00
Reinstate the electrical fixtures	L	8	H	115.00	920.00
Allowance for electrical and plumbing consumables	M	1	I	500.00	500.00
Seal bathroom with flexible sealant	LM	1	E	600.00	600.00
Site clean	LMP	2	H	85.00	170.00
					-
Sub Total					12,715.00
Contingencies				10%	1,271.00
					13,986.00
Margin				30%	4,195.00
					18,181.00
GST				10%	1,818.00
Total					19,999.00

Item 2 - Apartment 308A - Balcony fall towards drainage outlet

Description	Rate	Quantity	Unit	Rate	\$
Waste skip bin	P	1	E	440.00	440.00
Remove & store external furniture	L	1	H	75.00	75.00
Disconnect and reconnect air conditioner unit and plumbing fixtures	L	4	H	115.00	460.00
Remove existing tiling, screed and waterproofing	L	8	H	85.00	680.00
Remove the aluminium window and door sets, including associated trim and soft furnishings, and install temporary weatherproof hoarding	L	16	H	85.00	1,360.00
Prepare substrate and install liquid applied waterproof membrane	LMP	11	M2	140.00	1,540.00
Install screed with fall and in accordance with AS4654	L	16	H	110.00	1,760.00
Screeding material and consumables	M	11	M2	105.00	1,155.00
Reinstate aluminium window and door sets and internal trims	L	16	H	85.00	1,360.00
Internal plaster wall repairs and painting	LMP	8	H	105.00	840.00
Install balcony floor and skirting tiles	L	16	H	110.00	1,760.00
Tiles and tiling consumables	M	11	M2	105.00	1,155.00
Sealant to junctions as required	LM	1	I	600.00	600.00
Reconnect external air conditioner unit & plumbing fixtures	LM	4	I	115.00	460.00
Site clean and furniture reinstatements	LM	1	H	75.00	75.00
					-
Sub Total					13,720.00
Contingencies				10%	1,372.00
					15,092.00
Margin				30%	4,527.00
					19,619.00
GST				10%	1,961.00
Total					21,580.00

Item 3 - Apartment 308A and Apartment 410A - Efflorescence to balcony wall

Description	Rate	Quantity	Unit	Rate	\$
Waste skip bin	P	1	E	440.00	440.00
Remove & store external furniture	L	1	H	75.00	75.00
Disconnect and reconnect air conditioner unit and plumbing fixtures	L	4	H	115.00	460.00
Remove existing tiling, screed and waterproofing	L	8	H	85.00	680.00
Remove the aluminium window and door sets, including associated trim and soft furnishings, and install temporary weatherproof hoarding	L	8	H	85.00	680.00
Prepare substrate and install liquid applied waterproof membrane	LMP	11	M2	140.00	1,540.00
Install screed with fall and in accordance with AS4654	L	16	H	110.00	1,760.00
Screeding material and consumables	M	11	M2	105.00	1,155.00
Reinstate aluminium window and door sets and internal trims	L	16	H	85.00	1,360.00
Internal plaster wall repairs and painting	LMP	8	H	105.00	840.00
Install balcony floor and skirting tiles	L	16	H	110.00	1,760.00
Tiles and tiling consumables	M	11	M2	105.00	1,155.00
Sealant to junctions as required	LM	1	I	600.00	600.00
Reconnect external air conditioner unit & plumbing fixtures	LM	4	I	115.00	460.00
Pressure wash balcony wall and reinstate paint coatings as required	LM	4	H	120.00	480.00
Site clean and furniture reinstatements	LM	1	H	75.00	75.00
					-
Sub Total				13,520.00	
Contingencies				10%	1,352.00
					14,872.00
Margin				30%	4,461.00
					19,333.00
GST				10%	1,933.00
Total					21,266.00

Item 4 - Apartment 526B - Fall in bathroom shower

Description	Rate	Quantity	Unit	Rate	\$
Bin	P	1	I	440.00	440.00
Remove all plumbing fixtures	L	4	H	115.00	460.00
Remove all electrical fixtures	L	4	H	115.00	460.00
Remove vanity, shower screen and mirror	L	4	H	85.00	340.00
Remove wall and floor tiles and prepare substrate for waterproofing and screed	L	8	H	85.00	680.00
Install new wall lining	LM	12	H	85.00	1,020.00
Plasterboard materials and consumables	M	1	I	600.00	600.00
Waterproof membrane liquid applied	LMP	10	M2	85.00	850.00
Shower floor screeding	LMP	1	I	1,350.00	1,350.00
Floor and wall tiling	L	16	H	110.00	1,760.00
Tiles and tiling materials & consumables	M	10	M2	105.00	1,050.00
Reinstate to vanity, shower screen and mirror	L	8	H	85.00	680.00
Reinstate the plumbing fixtures	L	8	H	115.00	920.00
Reinstate the electrical fixtures	L	8	H	115.00	920.00
Allowance for electrical and plumbing consumables	M	1	I	500.00	500.00
Seal bathroom with flexible sealant	LM	1	E	600.00	600.00
Site clean	LMP	2	H	85.00	170.00
					-
Sub Total					12,800.00
Contingencies				10%	1,280.00
					14,080.00
Margin				30%	4,224.00
					18,304.00
GST				10%	1,830.00
Total					20,134.00

Item 5 -

Apartment 328B - Fall in bathroom shower

Description	Rate	Quantity	Unit	Rate	\$
Bin	P	1	I	440.00	440.00
Remove all plumbing fixtures	L	4	H	115.00	460.00
Remove all electrical fixtures	L	4	H	115.00	460.00
Remove vanity, shower screen and mirror	L	4	H	85.00	340.00
Remove wall and floor tiles and prepare substrate for waterproofing and screed	L	8	H	85.00	680.00
Install new wall lining	LM	12	H	85.00	1,020.00
Plasterboard materials and consumables	M	1	I	600.00	600.00
Waterproof membrane liquid applied	LMP	10	M2	85.00	850.00
Shower floor screeding	LMP	1	I	1,350.00	1,350.00
Floor and wall tiling	L	16	H	110.00	1,760.00
Tiles and tiling materials & consumables	M	10	M2	105.00	1,050.00
Reinstate to vanity, shower screen and mirror	L	8	H	85.00	680.00
Reinstate the plumbing fixtures	L	8	H	115.00	920.00
Reinstate the electrical fixtures	L	8	H	115.00	920.00
Allowance for electrical and plumbing consumables	M	1	I	500.00	500.00
Seal bathroom with flexible sealant	LM	1	E	600.00	600.00
Site clean	LMP	2	H	85.00	170.00
					-
Sub Total				12,800.00	
Contingencies				10%	1,280.00
					14,080.00
Margin				30%	4,224.00
					18,304.00
GST				10%	1,830.00
Total					20,134.00

Item 6 - Apartment 337B - Incomplete repairs

Description	Rate	Quantity	Unit	Rate	\$
Reinstate skirting trim and window sill reveal	L	8	H	85.00	680.00
Allowance for trim materials and carpentry consumables	M	1	I	150.00	150.00
Reinstate plaster and apply paint coatings to match existing	LMP	8	H	120.00	960.00
					-
Sub Total					1,790.00
Contingencies				10%	179.00
					1,969.00
Margin				30%	590.00
					2,559.00
GST				10%	255.00
Total					2,814.00

Item 7 - Apartment 417B - Water ingress to bedroom and living area

Description	Rate	Quantity	Unit	Rate	\$
Waste skip bin	P	1	I	440.00	440.00
Remove and dispose of affected skirting and bedroom carpet and underlay.	L	8	H	75.00	600.00
Reinstate skirting trim	L	4	H	85.00	340.00
Skirting trim consumables	M	1	I	150.00	150.00
Paint to trims to match existing finish	LMP	4	H	120.00	480.00
Install carpet and underlay to match existing	LMP	36	M2	130.00	4,680.00
					-
Sub Total					6,690.00
Contingencies				10%	669.00
					7,359.00
Margin				30%	2,207.00
					9,566.00
GST				10%	956.00
Total					10,522.00

Item 8 - Apartment 614B - Water damage to living area ceiling cavity

Description	Rate	Quantity	Unit	Rate	\$
Ceiling plaster reinstatement including paint coatings to match existing finish	LMP	8	H	120.00	960.00
					-
				Sub Total	960.00
				Contingencies	10%
					1,056.00
				Margin	30%
					1,372.00
				GST	10%
				Total	1,509.00

Item 9 - Apartment 109A - Water ingress to bedroom 2

Description	Rate	Quantity	Unit	Rate	\$
Waste skip bin	P	1	I	440.00	440.00
Remove and dispose of affected skirting and bedroom carpet and underlay.	L	4	H	75.00	300.00
External water testing and endoscopic inspection	LP	8	H	85.00	680.00
Allowance to seal areas from water ingress	LMP	1	E	1,500.00	1,500.00
Reinstate skirting trim	L	4	H	85.00	340.00
Skirting trim consumables	M	1	I	150.00	150.00
Paint to trims to match existing finish	LMP	4	H	120.00	480.00
Install carpet and underlay to match existing	LMP	12	M2	130.00	1,560.00
					-
				Sub Total	5,450.00
				Contingencies	10%
					5,995.00
				Margin	30%
					7,793.00
				GST	10%
				Total	8,572.00

Item 10 - Apartment 518B & Apartment 607B - Efflorescence to balcony wall

Description	Rate	Quantity	Unit	Rate	\$
Waste skip bin	P	1	E	440.00	440.00
Remove & store external furniture	L	1	H	75.00	75.00
Disconnect and reconnect air conditioner unit and plumbing fixtures	L	4	H	115.00	460.00
Remove existing tiling, screed and waterproofing	L	8	H	85.00	680.00
Remove the aluminium window and door sets, including associated trim and soft furnishings, and install temporary weatherproof hoarding	L	8	H	85.00	680.00
Prepare substrate and install liquid applied waterproof membrane (min. charge)	LMP	1	E	1,100.00	1,100.00
Install screed with fall and in accordance with AS4654 (min. charge)	L	1	E	1,100.00	1,100.00
Screeding material and consumables	M	4	M2	105.00	367.50
Reinstate aluminium window and door sets and internal trims	L	16	H	85.00	1,360.00
Internal plaster wall repairs and painting	LMP	8	H	105.00	840.00
Install balcony floor and skirting tiles	L	12	H	110.00	1,320.00
Tiles and tiling consumables	M	4	M2	105.00	420.00
Sealant to junctions as required	LM	1	I	600.00	600.00
Reconnect external air conditioner unit & plumbing fixtures	LM	4	I	115.00	460.00
Pressure wash balcony wall and reinstate paint coatings as required	LM	4	H	120.00	480.00
Site clean and furniture reinstatements	LM	1	H	75.00	75.00
					-
Sub Total					10,457.50
Contingencies				10%	1,045.00
					11,502.50
Margin				30%	3,450.00
					14,952.50
GST				10%	1,495.00
Total					16,447.50

Item 11 - Apartment 517B - Penetration in balcony wall

Description	Rate	Quantity	Unit	Rate	\$
Install timber trim	L	4	H	85.00	340.00
Allowance for trim materials and carpentry consumables	M	1	I	150.00	150.00
Reinstate plaster and apply paint coatings to match existing	LMP	4	H	120.00	480.00
					-
Sub Total					970.00
Contingencies				10%	97.00
					1,067.00
Margin				30%	320.00
					1,387.00
GST				10%	138.00
Total					1,525.00

Item 12 - Passageway - Leaking aluminium window units

Description	Rate	Quantity	Unit	Rate	\$
Traffic management plan and application fee	L	1	E	650.00	650.00
Elevated work platform hire including 2 way float	L	1	E	1,600.00	1,600.00
Council road closure fees	M	1	E	1,433.00	1,433.00
Road traffic management	M	1	E	1,920.00	1,920.00
Caulkers	L	16	H	85.00	1,360.00
Caulking material allowance	M	1	I	600.00	600.00
Reinstatement of internal passage timber reveal	L	2	H	120.00	240.00
Site clean	LMP	1	H	75.00	75.00
					-
Sub Total					7,878.00
Contingencies				10%	787.00
					8,665.00
Margin				30%	2,599.00
					11,264.00
GST				10%	1,126.00
Total					12,390.00

Item 13 - Apartment 431B - Balcony fall and efflorescence

Description	Rate	Quantity	Unit	Rate	\$
Waste skip bin	P	1	E	440.00	440.00
Remove & store external furniture	L	1	H	75.00	75.00
Disconnect and reconnect air conditioner unit and plumbing fixtures	L	4	H	115.00	460.00
Remove existing tiling, screed and waterproofing	L	8	H	85.00	680.00
Remove the aluminium window and door sets, including associated trim and soft furnishings, and install temporary weatherproof hoarding	L	8	H	85.00	680.00
Prepare substrate and install liquid applied waterproof membrane (min. charge)	LMP	1	E	1,100.00	1,100.00
Install screed with fall and in accordance with AS4654 (min. charge)	L	1	E	1,100.00	1,100.00
Screeding material and consumables	M	5	M2	105.00	525.00
Reinstate aluminium window and door sets and internal trims	L	16	H	85.00	1,360.00
Internal plaster wall repairs and painting	LMP	8	H	105.00	840.00
Install balcony floor and skirting tiles	L	12	H	110.00	1,320.00
Tiles and tiling consumables	M	5	M2	105.00	525.00
Sealant to junctions as required	LM	1	I	600.00	600.00
Reconnect external air conditioner unit & plumbing fixtures	LM	4	I	115.00	460.00
Pressure wash balcony wall and reinstate paint coatings as required	LM	4	H	120.00	480.00
Site clean and furniture reinstatements	LM	1	H	75.00	75.00
					-
Sub Total				10,720.00	
Contingencies				10%	1,072.00
					11,792.00
Margin				30%	3,537.00
					15,329.00
GST				10%	1,532.00
Total					16,861.00

Item 14 - Apartment 604B - Water damage to pelmet

Description	Rate	Quantity	Unit	Rate	\$
Remove and dispose of affected plaster lining to pelmet	L	4	H	75.00	300.00
External water testing and endoscopic inspection	LP	8	H	85.00	680.00
Allowance to seal areas from water ingress	LMP	1	E	1,500.00	1,500.00
Reinstate pelmet plaster lining and paint coatings to match existing finish	LMP	8	H	120.00	960.00
					-
				Sub Total	3,440.00
				Contingencies	10%
					344.00
					3,784.00
				Margin	30%
					1,135.00
					4,919.00
				GST	10%
					491.00
				Total	5,410.00

Item 15 - Apartment 123B - Omission of waterproof membrane upturns to balcony

Description	Rate	Quantity	Unit	Rate	\$
Waste skip bin	P	1	E	440.00	440.00
Remove & store external furniture	L	1	H	75.00	75.00
Disconnect and reconnect air conditioner unit and plumbing fixtures	L	4	H	115.00	460.00
Remove existing tiling, screed and waterproofing	L	8	H	85.00	680.00
Remove the aluminium window and door sets, including associated trim and soft furnishings, and install temporary weatherproof hoarding	L	8	H	85.00	680.00
Prepare substrate and install liquid applied waterproof membrane	LMP	13	M2	140.00	1,820.00
Install screed with fall and in accordance with AS4654	L	16	H	110.00	1,760.00
Screeding material and consumables	M	13	M2	105.00	1,365.00
Reinstate aluminium window and door sets and internal trims	L	16	H	85.00	1,360.00
Internal plaster wall repairs and painting	LMP	8	H	105.00	840.00
Install balcony floor and skirting tiles	L	16	H	110.00	1,760.00
Tiles and tiling consumables	M	13	M2	105.00	1,365.00
Sealant to junctions as required	LM	1	I	600.00	600.00
Reconnect external air conditioner unit & plumbing fixtures	LM	4	I	115.00	460.00
Pressure wash balcony wall and reinstate affected coatings as required	LM	8	H	120.00	960.00
Site clean and furniture reinstatements	LM	1	H	75.00	75.00
					-
Sub Total					14,700.00
Contingencies				10%	1,470.00
					16,170.00
Margin				30%	4,851.00
					21,021.00
GST				10%	2,102.00
Total					23,123.00

Item 16 - Apartment 205A - Omission of waterproof membrane upturns to balcony

Description	Rate	Quantity	Unit	Rate	\$
Waste skip bin	P	1	E	440.00	440.00
Remove & store external furniture	L	1	H	75.00	75.00
Disconnect and reconnect air conditioner unit and plumbing fixtures	L	4	H	115.00	460.00
Remove existing tiling, screed and waterproofing	L	8	H	85.00	680.00
Remove the aluminium window and door sets, including associated trim and soft furnishings, and install temporary weatherproof hoarding	L	8	H	85.00	680.00
Prepare substrate and install liquid applied waterproof membrane	LMP	9	M2	140.00	1,260.00
Install screed with fall and in accordance with AS4654 (min. charge)	L	1	E	1,100.00	1,100.00
Screeding material and consumables	M	13	M2	105.00	1,365.00
Reinstate aluminium window and door sets and internal trims	L	16	H	85.00	1,360.00
Internal plaster wall repairs and painting	LMP	8	H	105.00	840.00
Install balcony floor and skirting tiles	L	16	H	110.00	1,760.00
Tiles and tiling consumables	M	9	M2	105.00	945.00
Sealant to junctions as required	LM	1	I	600.00	600.00
Reconnect external air conditioner unit & plumbing fixtures	LM	4	I	115.00	460.00
Pressure wash balcony wall and reinstate affected coatings as required	LM	8	H	120.00	960.00
Site clean and furniture reinstatements	LM	1	H	75.00	75.00
					-
Sub Total				13,060.00	
Contingencies				10%	1,306.00
					14,366.00
Margin				30%	4,309.00
					18,675.00
GST				10%	1,867.00
Total					20,542.00

Item 17 - Apartment 126B - Water damage to bedroom 2

Description	Rate	Quantity	Unit	Rate	\$
Waste skip bin	P	1	I	440.00	440.00
Remove and dispose of affected skirting trim and bedroom carpet and underlay.	L	4	H	75.00	300.00
Reinstate skirting trim	L	4	H	85.00	340.00
Skirting trim consumables	M	1	I	150.00	150.00
Paint trims to match existing finish	LMP	8	H	120.00	960.00
Install carpet and underlay to match existing	LMP	14	M2	130.00	1,820.00
					-
Sub Total					4,010.00
Contingencies				10%	401.00
					4,411.00
Margin				30%	1,323.00
					5,734.00
GST				10%	573.00
Total					6,307.00

Item 18 - Apartment 521B - Failed waterproofing to shower

Description	Rate	Quantity	Unit	Rate	\$
Bin	P	1	I	440.00	440.00
Remove all plumbing fixtures	L	4	H	115.00	460.00
Remove all electrical fixtures	L	4	H	115.00	460.00
Remove vanity, shower screen and mirror	L	4	H	85.00	340.00
Remove wall and floor tiles and prepare substrate for waterproofing and screed	L	8	H	85.00	680.00
Install new wall lining	LM	12	H	85.00	1,020.00
Plasterboard materials and consumables	M	1	I	600.00	600.00
Waterproof membrane liquid applied (min. charge)	LMP	1	I	1,100.00	1,100.00
Shower floor screeding	LMP	1	I	1,350.00	1,350.00
Floor and wall tiling	L	16	H	110.00	1,760.00
Tiles and tiling materials & consumables	M	10	M2	80.00	800.00
Reinstate to vanity, shower screen and mirror	L	8	H	85.00	680.00
Reinstate the plumbing fixtures	L	8	H	115.00	920.00
Reinstate the electrical fixtures	L	8	H	115.00	920.00
Allowance for electrical and plumbing consumables	M	1	I	500.00	500.00
Seal bathroom with flexible sealant	LM	1	E	600.00	600.00
Plaster and paint coating reinstatements to bathroom and external passage	LMP	8	H	120.00	960.00
Site clean	LMP	2	H	85.00	170.00
					-
Sub Total				13,760.00	
Contingencies				10%	1,376.00
					15,136.00
Margin				30%	4,540.00
					19,676.00
GST				10%	1,967.00
Total					21,643.00

Item 19 - Apartment 607B - Water damage to bedroom window reveal

Description	Rate	Quantity	Unit	Rate	\$
Traffic management plan and application fee	L	1	E	650.00	650.00
Elevated work platform hire including 2 way float	L	1	E	1,600.00	1,600.00
Council road closure fees	M	1	E	1,433.00	1,433.00
Road traffic management	M	1	E	1,920.00	1,920.00
Caulkers	L	16	H	85.00	1,360.00
Caulking material allowance	M	1	I	600.00	600.00
Reinstatement of internal wall plaster and paint	L	8	H	120.00	960.00
Site clean	LMP	4	H	75.00	300.00
					-
Sub Total					8,823.00
Contingencies				10%	882.00
					9,705.00
Margin				30%	2,911.00
					12,616.00
GST				10%	1,261.00
Total					13,877.00

Item 20 - Apartment 602B - Water damage to bedroom window adjacent surfaces

Description	Rate	Quantity	Unit	Rate	\$
Abseiling contractor for water testing and caulking	L	16	E	240.00	3,840.00
Caulking material allowance	M	1	I	600.00	600.00
Reinstatement of internal wall plaster and paint	LMP	8	H	120.00	960.00
Site clean	LMP	2	H	75.00	150.00
					-
Sub Total					5,550.00
Contingencies				10%	555.00
					6,105.00
Margin				30%	1,831.00
					7,936.00
GST				10%	793.00
Total					8,729.00

Item 21 - Apartment 510A - Mould growth on bedroom ceiling

Description	Rate	Quantity	Unit	Rate	\$
Remove and discard affected ceiling plaster	LMP	4	H	85.00	340.00
Reseal anchor points and water test	LMP	8	H	85.00	680.00
Replace damaged ceiling insulation (allowance)	LMP	1	E	600.00	600.00
Reinstate plaster ceiling and paint coatings to match existing finish	LMP	16	H	120.00	1,920.00
					-
Sub Total					3,540.00
Contingencies				10%	354.00
					3,894.00
Margin				30%	1,168.00
					5,062.00
GST				10%	506.00
Total					5,568.00

Item 22 - Common property - Movement in block wall

Description	Rate	Quantity	Unit	Rate	\$
Stabilize foundation and level footings via resin injection (allowance)	LMP	1	E	6,000.00	6,000.00
Tie in of masonry helical bars	LMP	1	E	2,700.00	2,700.00
Reinstate paint coatings to wall	LMP	8	H	120.00	960.00
					-
Sub Total					9,660.00
Contingencies				10%	966.00
					10,626.00
Margin				30%	3,187.00
					13,813.00
GST				10%	1,381.00
Total					15,194.00

Attachment D List of Documents

Several documents were provided to me to assist in the preparation of my report. These documents are listed below.

No.	Documents
	Documents received from Mia Property
1.	Pasco Aquaprime WBE Technical Data Sheet, undated
2.	Pasco Aquaproof 121 Product Sheet, undated
3.	Mitcham Village Water Tank Report, undated
4.	Pasco Aquaplug Product Sheet Issue date July 2010
5.	Registered Plan of Subdivision Plan PS632398R
6.	Owners Corporation Search Report for Plan PS632398R produced 1 November 2012
7.	Failed polyurethane sealant in cold join Photograph
8.	Failed/missed area in cold join photograph
9.	Surface grinding / chasing of cold join photograph
10.	Start water plug in cold join photograph
11.	Water plug patches on bad concrete photograph
12.	Aqua plug cold join & step photograph
13.	121 membrane with type-s bandage to cold join photograph
14.	121 membrane with type-s bandage photograph
15.	121 membrane with type-s bandage to cold join photograph
	Documents received from Mia Property : Architectural
16.	Ink Studio Tender Plan: Cover sheet TD00 and drawing TD01 to TD21 Revision A
17.	Hayball Construction Issue Plan: drawings A02.01 Revision D; A02.02 Revision E; A02.03 Revision I; A02.04, A02.06, A02.07, A02.09 Revision F; A02.05 Revision G and A02.08 Revision H
18.	Colorbond Colour chart Classic and Contemporary range
19.	Louvre House Colour selections signed and dated 29 September 2013
20.	VMIA Domestic Building Insurance Certificate no. 600046932BWI-295 issued 3 April 2014
21.	Plan of Subdivision (Cross Sections C-C and D-D) PS 632398R sheet 22, reference 11575S1 Version 10, LANDATA timestamped 1 November 2012
22.	Planning Permit no. WH/2014/49 issued 27 March 2014

No.	Documents
23.	Louvre House Elevation drawing 2, sheet 2 of 3 dated 19 November 2013
24.	Louvre House Beam and Veranda Posts drawing 3, sheet 3 of 3 dated 19 November 2013
25.	Louvre House Site/Locality and Floor/Roof Plan: drawing 1, sheet 1 of 3 dated 19 November 2013
	Documents received from Mia Property : Architectural : 97300 C1- 97300 C10
26.	BP Plumbing Roof Drainage Plan: drawing C10 Revision AB
27.	BP Plumbing Lower Basement Drainage Plan: drawing C1 Revision AB
28.	BP Plumbing Upper Basement Drainage Plan: drawing C2 Revision AB
29.	BP Plumbing Level 1 Drainage Plan: drawing C3 Revision AB
30.	BP Plumbing Level 2 Drainage Plan: drawing C4 Revision AB
31.	BP Plumbing Level 3 Drainage Plan: drawing C5 Revision AB
32.	BP Plumbing Level 4 Drainage Plan: drawing C6 Revision AB
33.	BP Plumbing Level 5 Drainage Plan: drawing C7 Revision AB
34.	BP Plumbing Level 6 Drainage Plan: drawing C8 Revision AB
	Documents received from Mia Property : Architectural : 97300 H001- 97300 H109
35.	BP Plumbing Hydraulic Services Roof Sanitary Plumbing Layout Plan: drawing H109 Revision AB
36.	BP Plumbing Hydraulic Services Level 7 Sanitary Plumbing Layout Plan: drawing H108 Revision AB
37.	BP Plumbing Hydraulic Services Level 6 Sanitary Plumbing Layout Plan: drawing H107 Revision AB
38.	BP Plumbing Hydraulic Services Level 5 Sanitary Plumbing Layout Plan: drawing H106 Revision AB
39.	BP Plumbing Hydraulic Services Level 4 Sanitary Plumbing Layout Plan: drawing H105 Revision AB
40.	BP Plumbing Hydraulic Services Level 3 Sanitary Plumbing Layout Plan: drawing H104 Revision AB
41.	BP Plumbing Hydraulic Services Level 2 Sanitary Plumbing Layout Plan: drawing H103 Revision AB
42.	BP Plumbing Hydraulic Services Level 1 Sanitary Plumbing Layout Plan: drawing H102 Revision AB

No.	Documents
43.	BP Plumbing Hydraulic Services Upper Basement Sanitary Plumbing Layout Plan: drawing H101 Revision AB
44.	BP Plumbing Hydraulic Services Lower Basement Sanitary Plumbing Layout Plan: drawing H100 Revision AB
45.	BP Plumbing Hydraulic Services Gas Schematic Plan: drawing H004 Revision AB
46.	BP Plumbing Hydraulic Services Hot & Cold Water Schematic Plan: drawing H003 Revision AB
47.	BP Plumbing Hydraulic Services Site Plan: drawing H002 Revision AB
48.	BP Plumbing Hydraulic Services General Notes, Legend & Details Plan: drawing H001 Revision AB
	Documents received from Mia Property : Architectural : 97300 H200 - 97300 H209
49.	BP Plumbing Hydraulic Services Hot & Cold Water & Gas Layout Roof Plan: drawing H209 Revision AB
50.	BP Plumbing Hydraulic Services Level 7 Hot & Cold Water & Gas Layout Plan: drawing H208 Revision AB
51.	BP Plumbing Hydraulic Services Level 6 Hot & Cold Water & Gas Layout Plan: drawing H207 Revision AB
52.	BP Plumbing Hydraulic Services Level 5 Hot & Cold Water & Gas Layout Plan: drawing H206 Revision AB
53.	BP Plumbing Hydraulic Services Level 4 Hot & Cold Water & Gas Layout Plan: drawing H205 Revision AB
54.	BP Plumbing Hydraulic Services Level 3 Hot & Cold Water & Gas Layout Plan: drawing H204 Revision AB
55.	BP Plumbing Hydraulic Services Level 2 Hot & Cold Water & Gas Layout Plan: drawing H203 Revision AB
56.	BP Plumbing Hydraulic Services Level 1 – Ground Floor Hot & Cold Water & Gas Layout Plan: drawing H202 Revision AB
57.	BP Plumbing Hydraulic Services Upper Basement Hot & Cold Water & Gas Layout Plan: drawing H201 Revision AB
58.	BP Plumbing Hydraulic Services Lower Basement Hot & Cold Water & Gas Layout Plan: drawing H200 Revision AB
	Documents received from Noble Lawyers 24.5.21
59.	Summary of Building Cracks and other, including photographs dated 25 June 2020

No.	Documents
60.	Common Property photographs provided by Owner Gina Imlach, Apartment 121b undated
61.	Leaks in Façade photographs, undated
62.	Email dated 28 February 2021 from David – Mia Property to himself regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building
63.	Photographs Common Property undated
64.	Email dated 5 June 2020 from Amanda Truman to AJ regarding inspection of her apartment
65.	Document showing prioritised cracks and comments
66.	List of car park leaks dated 17 February 2012 (Version 1.0) including photographs and comments by builder
67.	Email dated 12 May 2021 from Loris Cohen to Maria – Mia Property cc Darren Noble regarding Mitcham Village Apartments - Water Tank
68.	Email dated 19 April 2021 from Rick Kornhauser to Maria – Mia Property regarding Mitcham Village Apartments - Planter to Building B
69.	Email dated 11 January 2021 from Matt Harty to Admin – Mia Property regarding water leaking from the garden bed on the B building on the 1st floor in the stairwell
	Documents received from Kim Thorne 4.7.21
70.	Summary of cracks and condensation dated June 2021
71.	Basement defects and leaks list dated June 2021
	Documents received from Kim Thorne 4.7.21 : 1 Colombo – Building defects : 0. Summary of Defects
72.	Defect Report dated 20 November 2012 by Property Inspections Victoria
	0. Summary of Defects : 7b. Cracks in the water tank in the basement
73.	Email dated 12 May 2021 from Rick Kornhauser to Maria – MIA Property regarding Mitcham Village Apartments - Water Tank (including photographs and other files)
74.	Email dated 4 July 2021 from Kim Thorne to 'Colombo Street' regarding Confirmation from council that works are completed (Blocked Drains)
75.	Email dated 4 July 2021 from Kim Thorne to 'Colombo Street' regarding Meeting With Council
	0. Summary of Defects : 7c. Cracks in the various areas of the facade of the building
76.	Summary of Building Cracks and Condensation dated June 2021
77.	Window cleaner façade photos undated

No.	Documents
	0. Summary of Defects : 7d. Leaking of planter boxes
78.	Email dated 4 July 2021 from Kim Thorne to 'Colombo Street' regarding Planter box A (photographs)
	0. Summary of Defects : 7e. Defects in the rooftop membrane
79.	Work Orders Report – Brief dated 7 April 2021 from Mia Property Manager
80.	Email dated 4 July 2021 from Tracy Warren to 'one.colombo@outlook.com' regarding Water pooling on roof in front of 711B & 712B Colombo (incl photo)
	1 Colombo - Building defects : 1. Carpark Leaks
81.	Email dated 11 June 2020 from Steve West to Maria – MIA Property regarding Corroded pipe
82.	Email dated 5 June 2020 from BM@1Colombo to Maria – MIA Property regarding 1 Colombo Street 614b unanswered emails
83.	Email dated 4 July 2021 from Kim Thorne to Colombo Street regarding leaks above carspaces
84.	Email dated 4 July 2021 from BM@1Colombo to Maria – MIA Property regarding Leak from pipe in car space 03
85.	Email dated 4 July 2021 from BM@1Colombo to Maria – MIA Property regarding Car park/building maintenance - Unit 519B
86.	Email dated 4 July 2021 from Kim Thorne to Maria – MIA Property regarding car park 39 leak & advice
87.	Email dated 12 February 2020 from Rick Kornhauser to Bryce Henley regarding leak over the carspot
88.	Car Park leaks list dated June 2020
89.	Basement Leak Photograph 2018 (several in sub-folder)
	1 Colombo - Building defects : 3. Cracks and condensation
90.	Building & Timber Pest Inspection Report dated 25 February 2019 by Melbourne House Check
	1 Colombo - Building defects : 3. Cracks and condensation : June 2020
91.	Email dated 4 June 2020 from Rayendra Karunaratne to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (unit 108)
92.	Email dated 12 June 2020 from Amanda Truman to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (unit 109A)

No.	Documents
93.	Email dated 5 June 2020 from Ginam Imlach (apt 121) to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (Common Areas)
94.	Email dated 10 June 2020 from Ginam Imlach to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (Apt 121)
95.	Email dated 4 June 2020 from Deckjock@icloud.com to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (Apt 122B)
96.	Email dated 3 June 2020 from Adrian Noorbergen to Maria – MIA Property regarding balcony ceiling in apartment 308A
97.	Email dated 12 June 2020 from William Zheng to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (unit 333B)
98.	Email dated 12 June 2020 from Taran Montaperto to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (unit 407A)
99.	Email dated 2 June 2020 from Graeme van Spaendonck to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (unit 415B)
100.	Email dated 2 June 2020 from Graeme van Spaendonck to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (unit 415B)
101.	Email dated 25 March 2020 from Kyla G&H Property Group to Maria – MIA Property regarding Kitchen ceiling cracks (unit 431B)
102.	Email dated 3 June 2020 from Cindy Oldham to Maria – MIA Property regarding 1-19 Colombo Street Mitcham Register of Cracks on external of Building (unit 517B)
103.	Email dated 25 June 2020 from Kim Thorne to Maria – MIA Property regarding 1 Colombo Street - Link to Cracks (unit 608B)
104.	Email dated 12 June 2020 from BM@1Colombo to Maria – MIA Property regarding 609B cracks on internal walls and balcony concrete face - on behalf of the owner Mrs. Sevil Emregul
105.	Email dated 11 June 2020 from Kristina Lucic to Maria – MIA Property regarding cracks to external apartment 703B
106.	Email dated 12 May 2020 from Tracy Warren to Maria – MIA Property regarding 711B & 712B balcony issues.
107.	Email dated 22 May 2020 from Tracy Warren to Maria – MIA Property Re: Water Leak and Mould in Apartment 711B - Mitcham Village Apartments
108.	Email dated 4 July 2020 from Tracy Warren to Maria – MIA Property Re: Adjoining wall between 711B & 712 B due to planter leaking

No.	Documents
109.	Email dated 2 June 2020 from Tracy Warren to Maria – MIA Property regarding balcony at 712B Colombo Street
110.	Email dated 10 June 2020 from BM@1Colombo to Maria – MIA Property and David – MIA Property regarding issues with units 117B and 109A (cracks and access questions)
111.	Email dated 4 July 2020 from Tracy Warren to Maria – MIA Property regarding independent inspection was requested in March 2020
	1 Colombo - Building defects : 3. Cracks and condensation : June 2021
112.	Email dated 4 July 2021 from Tracey Warren to one.colombo@outlook.com regarding Planter Leak 712B - Continued repair - I personally emptied the planter on 13 June 2020 to insist LU Simon inspect the whole thing.
113.	Email dated 4 July 2021 from Tracey Warren to 'one.colombo@outlook.com regarding Planter leak - 712B First attempt at repair (photographs)
114.	Email dated 4 July 2021 from Tracey Warren to one.colombo@outlook.com sending photograph of unit 712 door to balcony with condensation/water dripping down
115.	Email dated 4 July 2021 from Tracey Warren to one.colombo@outlook.com sending photograph of unit 712 window with condensation/water dripping down
116.	Email dated 4 July 2021 from Kim Thorne to 'Colombo Street' regarding Large crack in the facade of Apartment 711B facing the Laneway.
117.	Email dated 25 June 2021 from Kristina Luc to one.colombo@outlook.com regarding 703b Colombo St - water leakage
118.	Email dated 25 June 2021 from Kristina Luc to one.colombo@outlook.com regarding 703b Apartment Cracks (west facing)
119.	Email dated 3 July 2021 from Kristina Luc to one.colombo@outlook.com regarding 703b Apartment Cracks – repaired (west facing)
120.	Email dated 25 June 2021 from Sevil Emregul to one.colombo@outlook.com regarding Fwd: 609B cracks on internal walls and balcony concrete face - on behalf of the owner Mrs. Sevil Emregul
121.	Email dated 4 July 2021 from Kim Thorne to 'Colombo Street' regarding 608B condensation
122.	Email dated 26 June 2021 from Ste Mu to one.colombo@outlook.com regarding Building defects - 602B
123.	Email dated 12 February 2021 from Rick Kornhauser to Bryce Henley regarding Apartment 528B 1-19 Colombo St Mitcham
124.	Email dated 30 June 2021 from Duncan Bushell to one.colombo@outlook.com regarding additional defect for apt 526B

No.	Documents
125.	Email dated 23 June 2021 from Duncan Bushell to one.colombo@outlook.com regarding defects for apt 526B
126.	Email dated 28 June 2021 from Josie Chambers to one.colombo@outlook.com regarding Unit 519B defects
127.	Email dated 21 June 2021 from Allison Nally to one.colombo@outlook.com regarding Unit 501A defects
128.	Email dated 22 June 2021 from Graeme van Spaendonck to one.colombo@outlook.com regarding Unit 415B defects
129.	Email dated 2 July 2021 from Eevien Tan to one.colombo@outlook.com regarding Water damage building inspection 405A
130.	Email dated 4 July 2021 from Kim Thorne to 'Colombo Street' regarding 333B/ 1 Colombo St I Water Leak Issue - urgent water from exterior entering apartment
131.	Email dated 4 July 2021 from Arthur to 'Colombo Street' regarding Unit 327B defects
132.	Email dated 27 June 2021 from Aman Mithani to one.colombo@outlook.com regarding Unit 231B **IMPORTANT** 1 - 19 Colombo Street Mitcham Notice of Building Defects Inspection
133.	Email dated 28 June 2021 from Ivy Mao to one.colombo@outlook.com regarding Fw: **IMPORTANT** 1 - 19 Colombo Street Mitcham Notice of Building Defects Inspection
	1-19 Colombo Council files
134.	Letter from Lane Amazon Conveyancing to Building Department, City of Whitehorse via facsimile dated 21 November 2021 including building certificate dated 20 November 2020 and Occupancy Permit No: 00363 issued 26 October 2012 13 pages
135.	Hayball Architects Mitcham village apartments un-named document pages 56-140 of 140 undated
136.	Murchie Consulting Pty Ltd 1-19 Colombo Street, Mitcham various Mechanical specification document pages dated 28 October 2010
137.	Stamped Hayball Architects Mitcham village apartments 1-19 Colombo Street, Mitcham Architectural specification issued for tender June 2010 Revision A dated 8 June 2010 pages 1 to 55 of 140
138.	Murchie Consulting Pty Ltd 1-19 Colombo Street, Mitcham various Electrical specification document pages dated 28 October 2010
139.	United Energy Drawing Nos. UE10/20/21 sheet 1 of 4; UE10/20/22/1; UE10/20/22/2; UE10/20/22/3; UE10/20/22/4; UE10/20/22/5; UE11/70/1930 and UE11/70/1930/2

No.	Documents
140.	Stamped Murchie Consulting Pty Ltd 1-19 Colombo Street, Mitcham various document pages dated 28 October 2010
141.	PLP Building Surveyors & Consultants Pty Ltd Building permit Stage 2 amendment Building permit No: BS-U23896/2011016/2 amended 5 May 2011
142.	PLP Building Surveyors & Consultants Pty Ltd Building permit stage 2 No: BS-U23896/2011016/2 issued 11 April 2011
143.	PLP Building Surveyors & Consultants Pty Ltd Building permit Stage 1 No: BS-U23896/2011016/1 documents issued 27 January 2011 153 pages
144.	Stamped Hayball Architects Mitcham village apartments 1-19 Colombo Street, Mitcham drawing Nos: A01.01; A01.02; A02.01; A02.02; A02.03; A03.01; A03.02; 09220-B1, 09220-E3 and 09220-E4 Rev D; 09220-E2, 09220-S1-S4 Rev E and 09220-E1 Rev F
	17032/02 Further work
145.	Email dated 20 July 2022 from D.Strimling to R.Hadarian and M Acero Subject: RE: Lift 3 - Building A
146.	lift photographs and video received 21 July 2022
147.	Emails dated 31 May 2022 between D.Strimling and P.Ryan Subject: FW: New leaks building A roof entry including photographs dated 31 May 2022; Subject:FW: Hi Danielle, it's nicholas green. Dated 15 July 2022
148.	Colombo Street master building defect Excel spreadsheet
149.	Schedule Of Parties undated
150.	In The Victorian Civil And Administrative Tribunal Building And Property List between Owners Corporation Plan No. PS632398R -and L.U Simon Builders Pty Ltd points of claim dated May 2022
151.	Certificate of conciliation Dispute reference numbers:DBDRV-2022-06-30776; 30777; 30778; 30779; 30780 and 30781 dates of notice: 28 June 2022
152.	Notice to residents, 1-19 Colombo Street Mitcham VIC 3132 from Owners Corporation committee re Building Defects Inspection on Tuesday, 6 July 2021 notice undated
153.	Notice to owners and agents, 1-19 Colombo Street Mitcham VIC 3132 from Owners Corporation committee re Building Defects Inspection on Tuesday, 6 July 2021 notice undated
154.	CLP Lawyers email letter from Johnathan Cohen to Owners Corporation PS632398R dated 7 February 2022
155.	CLP Lawyers email letter from Johnathan Cohen to Owners Corporation PS632398R dated 23 May 2022

No.	Documents
156.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority unsigned and undated
157.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities signed Claim forms and authority Lot 713B dated 22 November 2021; Lot 712B dated 4 December 2021; Lot 711B dated 3 June 2022; 705B dated 1 December 2021; Lot 703B signed 1 December 2021; Lot 610B signed 14 February 2022; 609B undated; 606B dated 14 February 2021; Lot 607B dated 14 February 2022; Lot 602B dated 4 March 2022; 601B dated 23 November 2021; Lot 518 (528b) undated; Lot 526B dated 2 March 2022; Lot 514B (Unit 524B) dated 4 December 2021
158.	Various photographs received 20 July 2022
159.	Emails with photographs from K Thorne to A Truong titled 1 Colombo St cracks in balcony wall dated 5 February 2020; titled 608B condensation dated 4 July 2021 and titled Leak from pipe in car space 03 dated 24 June 2019
160.	Emails between B Henley and Mia property manager Subject: RE: **IMPORTANT** 1 - 19 Colombo Street Mitcham Notice of Building Defects Inspection dated 21 June 2021; Subject:RE: 1-19 Colombo Street Mitcham Register of Cracks on external of Building dated 2 June 2020 and Subject: Building Defects - 258b, 1 Colombo St, Mitcham dated 2 July 2021
161.	Emails between B Henley and R Kornhauser Subject: Re: Apartment 528B 1-19 Colombo St Mitcham between 10 January and 12 February 2020
162.	Emails between B Henley and A Gomez Subject: RE: Apartment 528b - Building Inspection Report between 26 April and 20 December 2019
163.	Screen shot from B Henley Subject: LU Simon Txt sent on 2 December 2021
164.	Duncan Bushell list of defects word document undated
165.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Robert Silverton Ellis of Lot 101a dated 8 March 2022
166.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Samantha Kelly of Lot 111B dated 10 March 2022
167.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other

No.	Documents
	responsible parties or entities Claim form and authority signed by Carly Jones of Lot 102A dated 7 March 2022
168.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Gavin Drake of Lot 102B dated 9 February 2022
169.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Michele Jane Water of Lot 103A dated 6 December 2021
170.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Thampiah Sivapalan of Lot 113B dated 7 March 2022 (signed page only)
171.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Nerradah Wolf of Lot 104A undated (signed page only)
172.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Matthew Harty of Lot 104B dated 16 February 2022
173.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Roberto Catena of Lot 115B dated 7 March 2022 (signed page only)
174.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Charmaine Thum of Lot 106A & Charlene Thum of Lot 323B dated 7 March 2022
175.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Harrum White of Lot 106B dated 9 March 2022
176.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other

No.	Documents
	responsible parties or entities Claim form and authority signed by Robyn Raelene Kimpton of Lot 107A dated 14 February 2022
177.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Robyn Raelene Kimpton of Lot 223B dated 14 February 2022 (signed page only)
178.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority revised and signed by Robyn Raelene Kimpton of Lot 107A dated 14 February 2022
179.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Michael James Vaughan of Lot 107B undated
180.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Sarah Jane Abrahamson of Lot 108A dated 24 November 2021
181.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Brooke Allison of Lot 118B dated 10 March 2022 (signed page only)
182.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Amanda Truman of Lot 109A dated 30 November 2021
183.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by James Chandler of Lot 119B dated 7 March 2022
184.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Kathryn Maroney of lot 110A dated 10 March 2022
185.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other

No.	Documents
	responsible parties or entities Claim form and authority signed by Brianna Webb of Lot 110 undated
186.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Gina Elizabeth Imlach of Lot 111B/unit 121B dated 7 December 2021
187.	Photos supplied by Gina Imlach – Apartment 121B, Lot 111 defects photos planter box area undated
188.	Email Info-Waterproofing Few & DIY to Gina Imlach, Subject: RE: Quote – water proof membrane Planter box (concrete) dated 6 December 2021 11:07 AM
189.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Robert and Elizabeth Barcikowski of Lot 112B dated 4 and 7 March 2022
190.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Brooke Garwood of Lot 123B dated 11 February 2022
191.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority revised and signed by Brooke Garwood of Lot 113B/U 123 dated 9 May 2022
192.	Various photographs 20220508_103437.jpeg; _103245; 103157; _103128; _103045; and _103022 undated
193.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Yiu Chun Matthew Wu of Lot 124b dated 10 March 2022
194.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Susie Bunn of Lot 125B dated 29 November 2021
195.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority revised and signed by Susie Bunn of Lot 125B dated 29 November 2021

No.	Documents
196.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Laura Ann Baxter of Lot 116B unit 126B dated 1 December 2021
197.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority revised and signed by Laura Ann Baxter of Lot 116B unit 126B dated 1 December 2021
198.	Photos (x2) of apartment damage 1 and 2 for Lot 116B
199.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Tom and Renata Kostecki of Lot 127B dated 17 March 2022 (signed page only)
200.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Christine Taylor of lot 201B (211/B) dated 12 February 2022
201.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Dean Gregory Curwood of Lot 202B/212B dated 7 December 2021
202.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Mei Fung Ip of 204A dated 14 February 2022
203.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Stephanie Kendall of 205A dated 20 February 2022
204.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Margaret Donohoe of 207A dated 14 February 2022
205.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Alex Lam of 208A dated 29 November 2021

No.	Documents
206.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Raymond William Kimpton & Robyn Raelene Kimpton as trustees of Kimpton Family Superannuation Fund for 218B/208B dated 14 February 2022 (signed page only)
207.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Ben & Karen Cruickshank of 209A dated 2 December 2021
208.	Photograph labelled 209A Window.jpeg
209.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Aman Amin Mithani and Sarah Dhanani of 221B/Unit 231B dated 21 February 2022
210.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by L & L Developments Pty Ltd for 301B dated 11 February 2022
211.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Fiona Rae Griffiths of 314B (lot 302B) dated 14 February 2022
212.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Toh Kuang Yoke of Lot 303B/Unit 315B dated 15 February 2022
213.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Ken Allardice and Julie Roy of 304A dated 9 February 2022 (signed page only)
214.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Katherine Yuen Ting Wu of 306A dated 20 February 2022
215.	Lot 307B/Apt 319B - Rolling Blinds tax invoice 1707 dated 31 October 2019
216.	Photographs (x3) labelled Apt 319B undated

No.	Documents
217.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Louise Martha Noorburgen of 308A dated 29 November 2021
218.	Photograph labelled 308A.jpeg
219.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Eleftheria Papailiadis for 320B/308B dated13 February 2022
220.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by KM Leslie Lai of 309A dated 20 February 2022
221.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Paul Henry Gibson for Lot 311A, Apt 311A undated
222.	Photographs (x3) of balcony taken 23 November 2021, 6 November 2021, 19 November 2020 and 6 November 2019 of Apt 311A
223.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Charmaine Thum & Charlene Thum for (Lot 311B) 106A dated 7 March 2022
224.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Hoi Yin Yim of 312A dated 29 November 2021
225.	Email communications between Bonnie Yim and Mia Property between 9 July 2019 and 7 December 2021
226.	Numerous photographs supplied for Lot 312A labelled Oct2019 (13) and Nov2021 (x2)
227.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Zhoujun Wang of Lot 314B/unit 326B dated 30 November 2021
228.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other

No.	Documents
	responsible parties or entities Claim form and authority signed by Kam Fung Nip of Lot 315B/Apt 327B dated 22 November 2021
229.	Photographs (x4) supplied for Lot 315B labelled corridor wall 01, bedroom wall 01 to 03
230.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Nicholas Macdonald for Lot 316B/328B dated 6 June 2022
231.	Email correspondence between AOCM and Nick Macdonald, Subject: Re: Claims form 1-19 Colombo St Mitcham between 27 May 2022 and 6 June 2022
232.	Leak Doctor quote no. 3622 dated 3 June 2022 (submitted by Lot 316B)
233.	Photographs (x2) submitted for Lot 316B undated
234.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by James Anthony Wright of Lot 318B/330B dated 30 May 2022
235.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by William Zheng of Lot 321B/unit 333B dated 4 December 2021
236.	Zipped folder of photographs and videos supplied for Lot 321B
237.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Kerri Louise Parker of Lot 324B/336B dated 1 December 2021
238.	Word doc labelled – Kerri Parker – Photos of water damage in 336B
239.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Thomas Mathew Panicker and Michelle Dela Juatas of 325B/unit 331B undated (signed page only)
240.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Dale Atkinson of Lot 402A dated 15 February 2022
241.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other

No.	Documents
	responsible parties or entities Claim form and authority signed by Eevien Tan of Lot 405A dated 3 March 2022
242.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Graeme Leonardus Van Spaendonck of Lot 405B /Apt 415B dated 29 November 2021
243.	Word doc of photographs labelled Lot 405B undated
244.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Tiarne Sheree Romey of 406A dated 11 February 2022
245.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Shaan Bajwa of 417B dated 9 June 2022
246.	Email correspondence between AOCM and Shaan Bajwa, Subject: FW: Claims form 1-19 Colombo St Mitcham LOT 407, between 27 May 2022 and 9 June 2022
247.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Wai Kwong of 408A dated 9 February 2022
248.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Jane Burkitt of Lot 409B/Apt 419B dated 13 February 2022 (signed page only)
249.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Alan John and Jennifer Ann Bayliff for 414B dated 9 February 2022 (signed page only)
250.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Andrew Peter Hicks and Bernice Ann Hicks of Lot 415B/Apt 425B dated 3 December 2021
251.	Photographs (x2) labelled – Lot 415B – West Carpet adjoining bathroom door 1; and Lot 415B – West Carpet adjoining bathroom door 2, undated

No.	Documents
252.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Champesh Sandhu of Lot 416B/Unit 426B dated 2 December 2021
253.	Photographs (x6) supplied for Lot 416B labelled IMG_20210622_095816; 085848; 085822; 085813; 085807; and 085802 undated
254.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Allison Nally of Lot 501A dated 9 February 2022
255.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Eva Jenkins of Lot 501B dated 3 December 2021
256.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Eva Jenkins of 511B (Lot 501B) dated 3 December 2021
257.	Word document of photograph labelled – photo Lot 501B undated
258.	Zip folder of various photographs labelled – 511b – evidence of damage
259.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Nicholas Norrie of Lot 503B/513B dated 6 December 2021
260.	Word doc of photographs – labelled Lot 503B, undated
261.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Thomas Philip Keith Featherstone of 506A undated (signed page only)
262.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by C Brown Holdings Pty Ltd aft Colin Brom Holdings Trust for Lot 516B dated 21 February 2022
263.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other

No.	Documents
	responsible parties or entities Claim form and authority signed by C Brown Holdings Pty Ltd aft Colin Brom Holdings Trust for Lot 529B undated
264.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by C Brown Holdings Pty Ltd aft Colin Brom Holdings Trust for Lot 604B dated 21 February 2022
265.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by C Brown Holdings Pty Ltd aft Colin Brom Holdings Trust for Lot 614B undated
266.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by C Brown Holdings Pty Ltd aft Colin Brom Holdings Trust for Lot 615B dated 21 February 2022
267.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by C Brown Holdings Pty Ltd aft Colin Brom Holdings Trust for Lot 701B dated 21 February 2022
268.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Stephen B May of (Lot 507B) Unit 517B dated 12 February 2022
269.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Robert Michaels of Lot 508A dated 14 February 2022
270.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Kristoff Kaczmarek (Lot 508B) Unit 518B dated 14 February 2022 (signed page only)
271.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Lumicyn Pty Ltd of Lot 509B/519B dated 12 February 2022
272.	In DBDRV and VCAT between: Owners CorporationPS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other

No.	Documents
	responsible parties or entities Claim form and authority signed by Chaffey Family Trust of Lot 509B/519B dated 2 December 2021
273.	K.K. Plumbing tax invoice 00000137 issued 8 November 2021
274.	Kon Kouretas Plumbing tax invoice #656/2021, for 519B, dated 12 July 2021
275.	Hayball Architects construction issue drawings A02.02 Rev. 3/E; A02.03 Rev. 3/I; A02.04 Rev. 2/F; A02.05 Rev. 2/G; A02.06 Rev. 2/F; A02.07 Rev. 2/F; A02.08 Rev. 2/H; and A02.09 Rev. 2/F
276.	Water Intelligence Australia Tax Invoice / Statement Invoice #26209 for unit 607B dated 15 June 2022
277.	Various photos from unit 607B
	Further documents received 27 September 2022
278.	Individual Applicant's defects - Excel spreadsheet supplied by owners corporation undated
279.	Photographs of Lot 102B - Unit 112B supplied by owners corporation undated
280.	Photographs x6 of Lot 113B - Unit 123B supplied by owners corporation undated
281.	Photographs x2 of Lot 116B - Unit 126B supplied by owners corporation undated
282.	Email correspondence between Colombo Street and Monica Kwan to one.colombo@outlook.com, subject: Re: REMINDER: URGENT ACTION REQUIRED: Building Defects - Owners Corporation PS632398R - 1-90 Colombo Street, Mitcham Vic 313 between 21 September 2022 and 26 September 2022
283.	Photographs x2 of Lot 204A - Unit 204A supplied by owners corporation undated
284.	Email correspondence between Kim Thorne and Steph Kendall, subject: Re: URGENT ACTION REQUIRED: Building Defects - Owners Corporation PS632398R - 1-90 Colombo Street, Mitcham Vic 3132 dated 2 September 2022
285.	Photographs x6 of Lot 205A - Unit 205A supplied by owners corporation undated
286.	Photographs x7 of Lot 209A - Unit 209A supplied by owners corporation undated
287.	Word document of photograph and descriptions of alleged defects for Lot 303B - Unit 315B supplied by owners corporation undated
288.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Rene Roth and Vivienne Roth of Lot 307B (carpark) and 319B dated 4 February 2022
289.	Various email correspondence from Kim Thorne to owners dated 21 September 2022; from Danielle Strimling to owners dated 16 October 2021; from Kylie A Smith to Saeda Al-Dakkak

No.	Documents
	dated 6 November 2021; from owners to Danielle dated 20 November 2021; from Bilal Ahmad to owners dated 4 February 2022; from owners to Kim dated 21 September 2021
290.	Word document of email from Kylie A Smith to Saeda Al-Dakkak dated 6 November 2021
291.	Photographs x7 of Lot 307B - Unit 319B supplied by owners corporation undated
292.	Photographs x2 of Lot 308A - Unit 308A supplied by owners corporation undated
293.	Email correspondence between Kim Thorne to owners, subject: REMINDER: URGENT ACTION REQUIRED: Building Defects - Owners Corporation PS632398R - 1-90 Colombo Street, Mitcham Vic 3132 between 21 September 2021 and 26 September 2021
294.	Photographs of x5 Lot 309A - Unit 309A supplied by owners corporation undated
295.	Email correspondence from Mark Van de Velde to one.colombo@outlook.com, subject: Building Defects - Owners Corporation PS632398R - Lot 314B dated 25 September 2021
296.	Various correspondence from Sarah Morphett to lot owner dated 27 May 2022; and between Nick Macdonald and Danielle Strimling, subject: FW: Claims form 1-19 Colombo St Mitcham (Lot 316B) dated 6 June 2022
297.	Melbourne Facilities Management quote #00068703 dated 21 June 2022
298.	Photographs x5 of Lot 316B – Unit 328B supplied by owners corporation undated
299.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Thomas Mathew Panicker of Lot 325B (Unit 337B) dated (unknown) (page 2 only)
300.	The Mould Doctor inspection report, job 26575, dated 10 October 2019
301.	Email correspondence between Kim Thorne and Mathew Thomas, subject: Re: REMINDER: URGENT ACTION REQUIRED: Building Defects - Owners Corporation PS632398R - 1-90 Colombo Street, Mitcham Vic 3132 dated 21 September 2021 and 26 September 2021
302.	Photographs x4 of Lot 325B – Unit 337B supplied by owners corporation undated
303.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Eevien Tan of Lot 405A dated 3 March 2022
304.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Eevien Tan of Lot 405A dated 26 September 2022
305.	Photographs x6 of Lot 405A – Unit 405A supplied by owners corporation undated

No.	Documents
306.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Tiarne Sheree Romey of Unit 406A dated 11 February 2022
307.	Email correspondence between Kim Thorne and Tiarne Romey , subject: Re: REMINDER: URGENT ACTION REQUIRED: Building Defects - Owners Corporation PS632398R - 1-90 Colombo Street, Mitcham Vic 3132 dated 21 September 2021 and 25 September 2021
308.	Photographs x27 of Lot 406A – Unit 406A supplied by owners corporation undated
309.	AAA Home Repairs tax invoice INV-1687 (Lot 407A) dated 20 August 2022
310.	AAA Home Repairs tax invoice INV-1699(Lot 407A) dated 28 August 2022
311.	AAA Home Repairs quote QU-1281 (Lot 407A) dated 15 July 2022
312.	Gliffen Pty Ltd quote 4108 (Lot 407A) dated 14 June 2022
313.	Email correspondence between Kim Thorne and Cara Coombes, (Lot 407A) subject: wd: URGENT ACTION REQUIRED: Building Defects - Owners Corporation PS632398R - 1-90 Colombo Street, Mitcham Vic 3132 dated 21 September 2022 to 26 September 2022
314.	Numerous photographs and video of Lot 407A alleged defects
315.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Eva Jenkins of Lot 511B dated 3 December 2021
316.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Eva Jenkins of Lot 511B dated 3 December 2021 – updated
317.	Email from Grace-Ellen Gully to one.colombo, CLP Lawyers and AOCM, (Lot 501B) subject: building defects dated 26 September 2022
318.	Word document of x1 photograph (Lot 501B) no description and undated
319.	Jim's Hazardous Material Removal tax invoice 000000032 (Lot 501B) dated 3 September 2020
320.	Photograph of email from Mia Property to Eva Jenkins(Lot 501B) dated 25 July 2017 and response dated 11 July 2017
321.	Photographs x4 of Lot 501B – Unit 511B supplied by owners corporation undated
322.	PDF – Unit 517B 1-19 Columbo St Mitcham (10 pages) of photographs of alleged defects undated

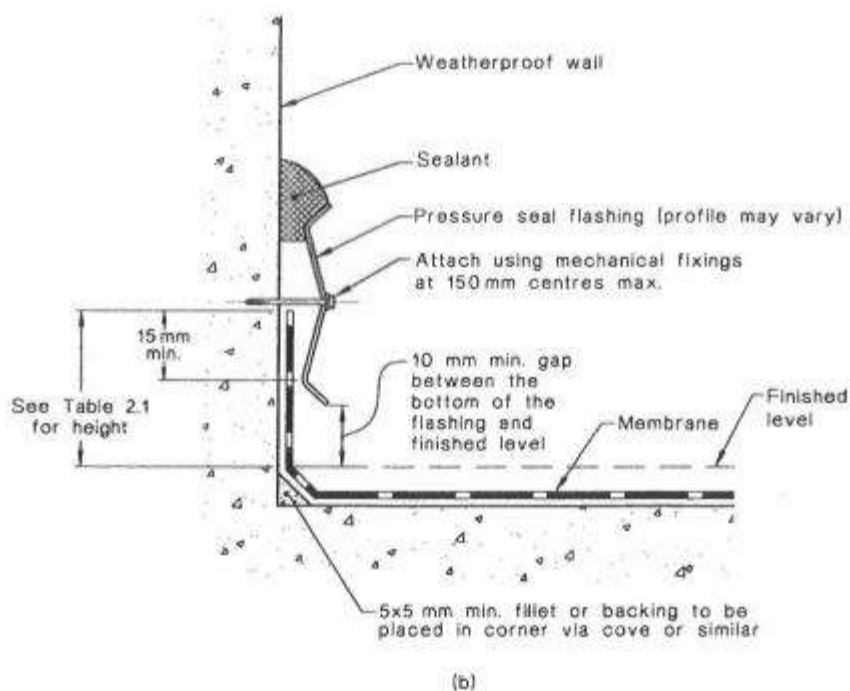
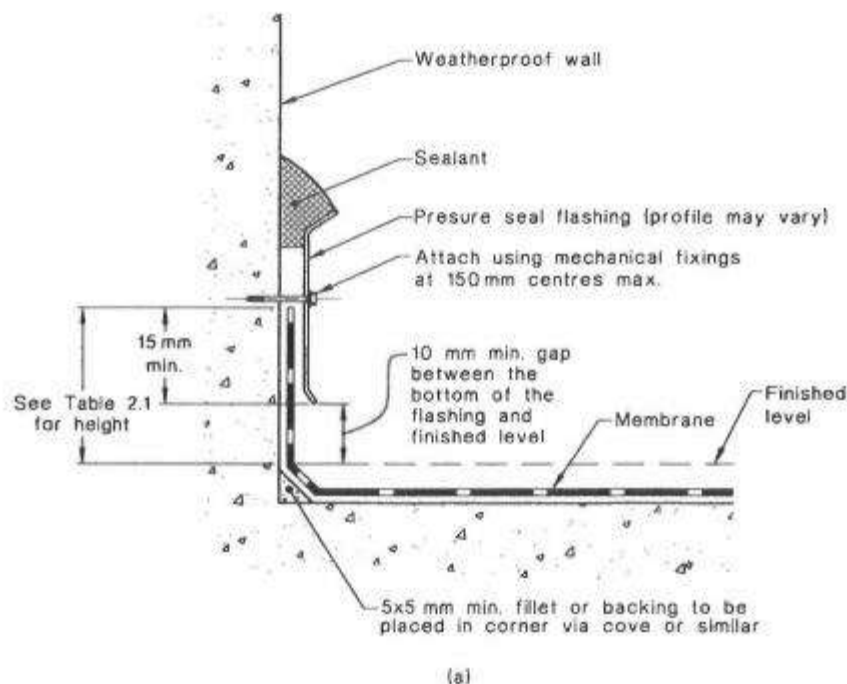
No.	Documents
323.	Numerous photographs of alleged defects (Lot 507B) undated
324.	Email correspondence from Kristof Kaczmarek to one.colombo@outlook.com, subject: Apartment 518B - the water and moisture issues dated 26 September 2022
325.	Photographs of alleged defects at apartment 518B labelled balcony, balcony 1, balcony 2, balcony 3, laundry, window 1, window 2 and window 3 undated
326.	PDF of reporting water issues prepared by Jason Chaffey of alleged defects at 519B undated
327.	PDF of alleged defects for Lot 514B (Unit 524B) with photographs and descriptions for VCAT hearing on 21 September 2022
328.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Siu Wai Pi & Hei Shing Wilson Ma for Lot 514B (Unit 524B) dated 4 December 2021
329.	Photographs x5 for Lot 514B of alleged defects undated
330.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Duncan Bushell of apt 526B dated 2 March 2022 (page 2 only)
331.	Photographs x5 (Lot 516B) of alleged defects supplied by owners corporation undated
332.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Bryce James Henley of Lot 518 (528B) signed undated
333.	Email correspondence from (Lot 518B) Mia Property Manager to owners, subject: 1-19 Colombo Street Mitcham Register of Cracks on external of Building dated 2 June 2020 and response from Bryce Henley dated 2 June 2020
334.	Email correspondence (Lot 518B) from Bryce Henley to BM@1Colombo, subject: Apartment 528b - Building Inspection Report, dated 26 April 2019; response from AJ Gomez; from Bryce Henley to BM@1Colombo dated 22 October 2019; and response from AJ Gomez dated 20 December 2019
335.	Email correspondence (Lot 518B) from Bryce Henley to Rick Kornhauser, subject; Apartment 528B 1-19 Colombo St Mitcham dated 10 January 2020 and 7 February 2020; response from Rick Kornhauser dated 12 February 2020; and response from Bryce Henley dated 12 February 2020

No.	Documents
336.	Email correspondence (Lot 518B) from Mia Property Manager to owners, Subject: **IMPORTANT** 1 - 19 Colombo Street Mitcham Notice of Building Defects Inspection, dated 21 June 2021 and response from Bryce Henley dated 21 June 2021
337.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Stephen Muehlenberg of Lot 602B dated 4 March 2022
338.	Email correspondence (Lot 602B) from Kim Thorne to owners, subject: URGENT ACTION REQUIRED: Building Defects - Owners Corporation PS632398R - 1-90 Colombo Street, Mitcham Vic 3132 dated 21 September 2022 and response from ste mu dated 23 September 2022
339.	Photographs x6 of alleged defects (Lot 602B) supplied by the owners corporation undated
340.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Nicholas David Green of 609B signed undated (page 2 only)
341.	Joniec Plumbing quote 10329 for 705B dated 31 July 2022
342.	Email correspondence from Penny Makin to Danielle Strimling (Lot 609B), subject: Re: FW: RE UNIT 705B 1-19 COLOMBO ST MITCHAM -LEAK, dated 3 August 2022 and email from Danielle Strimling to One.Colombo dated 3 August 2022
343.	Email from Nicholas Green to Danielle Strimling (Lot 609B), subject: Hi Danielle, it's nicholas green. dated 15 July 2022
344.	Email from Danielle Strimling to CLP Lawyers (Lot 609B) dated 15 July 2022
345.	Email from Nicholas Green to Danielle Strimling (Lot 609B), subject: nicholas green, 067b Colombo St. dated 16 June 2022 and forwarding email from Danielle Strimling to one.colombo dated 4 August 2022
346.	Email from Nicholas Green (Lot 609B) to Danielle Strimling, subject: nicholas green, 067b Colombo St, dated 15 June 2022
347.	Email from Nicholas Green (Lot 609B) to Danielle Strimling, subject: Nicholas Green, the owner of 607b, dated 24 April 2022
348.	Photographs x7 of alleged defects (Lot 609B) undated
349.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Kimberley-Rae Thorne of Lot 610B dated 14 February 2022

No.	Documents
350.	PDF of email from Kim Thorne re 1 Colombo St - cracks in balcony wall dated Wed 2020-02-05
351.	PDF of email from Kim Thorne re 608B condensation dated Sun 2021-07-04
352.	PDF of email from Kim Thorne re Leak from pipe in car space 03 dated Mon 2019-06-24
353.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by James Thomas Young of Lot 615 Unit 613B signed undated (page 2 only)
354.	Email from Kim Thorne to owners (Lot 615B) subject: Re: URGENT ACTION REQUIRED: Building Defects - Owners Corporation PS632398R - 1-90 Colombo Street, Mitcham Vic 3132, dated 21 September 2021 and response from Jimmy Young dated 25 September 2022
355.	Email from Jimmy Young to Danielle Strimling subject: Claim form RE: Disputes - Building Defects - Owners Corporation PS632398R - 1-90 Colombo Street, Mitcham Vic 3132 – VCAT Proceedings – LU Simon Builders Pty Ltd, dated 3 June 2022
356.	Photographs x9 of Lot 615B – Unit 613B supplied by owners corporation undated
357.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Darren Andrew & Angela Dawn Hucker of Lot 705B dated 1 December 2021
358.	Email correspondence from Kelly Arnot to Rick Kornhauser, subject; Unit 705B 1-19 Colombo Street Mitcham - Water Leak, dated 5 August 2022 and forwarding email from Angela Hucker to Kim, wd: Unit 705B 1-19 Colombo Street Mitcham - Water Leak dated 25 September 2022
359.	Photographs x3 of Lot 706B, labelled Lot 706B water leak, supplied by owners corporation undated
360.	Photographs x5 of Lot 707B supplied by owners corporation undated
361.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Minhtu Nguyen of 711B dated 3 June 2022
362.	Email from Kim Thorne to owners (Lot 711B) subject: Re: URGENT ACTION REQUIRED: Building Defects - Owners Corporation PS632398R - 1-90 Colombo Street, Mitcham Vic 3132, dated 21 September 2021 and response from Minhtu Nguyen dated 23 September 2022

No.	Documents
363.	In DBDRV and VCAT between: Owners Corporation PS632398R –1-19 Colombo Street, Mitcham 3132 and private Lot Owners and L.U Simon Builders Pty Ltd and/or other responsible parties or entities Claim form and authority signed by Maxwell Lawrence Rogers of Lot 712B, Unit 711B, dated 4 December 2021
364.	Word document of photographs (Lot 712B) undated
365.	Excel spreadsheet - Final Inspection list, last modified 14 October 2022
366.	Excel spreadsheet - Final Inspection list, last modified 17 November 2022

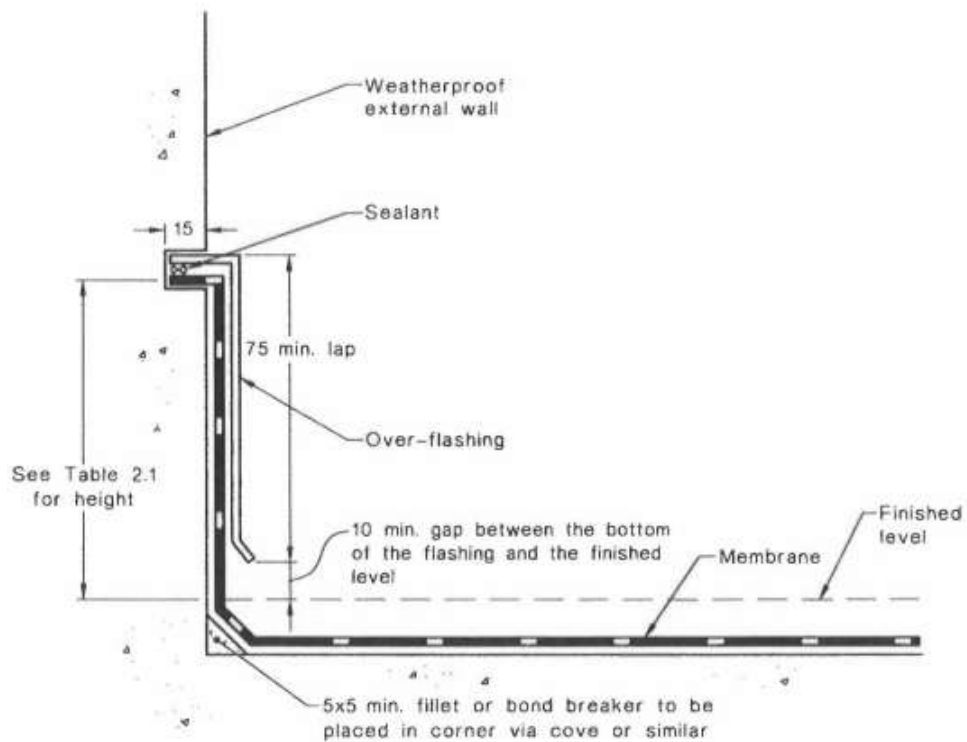
Attachment E Figure 2.2 Vertical Upward Termination-Detail of Pressure Seal of AS4654.2:2009



NOTE: For falls, see Clause 2.4.1.

FIGURE 2.2 VERTICAL UPWARD TERMINATION—DETAIL OF PRESSURE SEAL

Continues on next page....

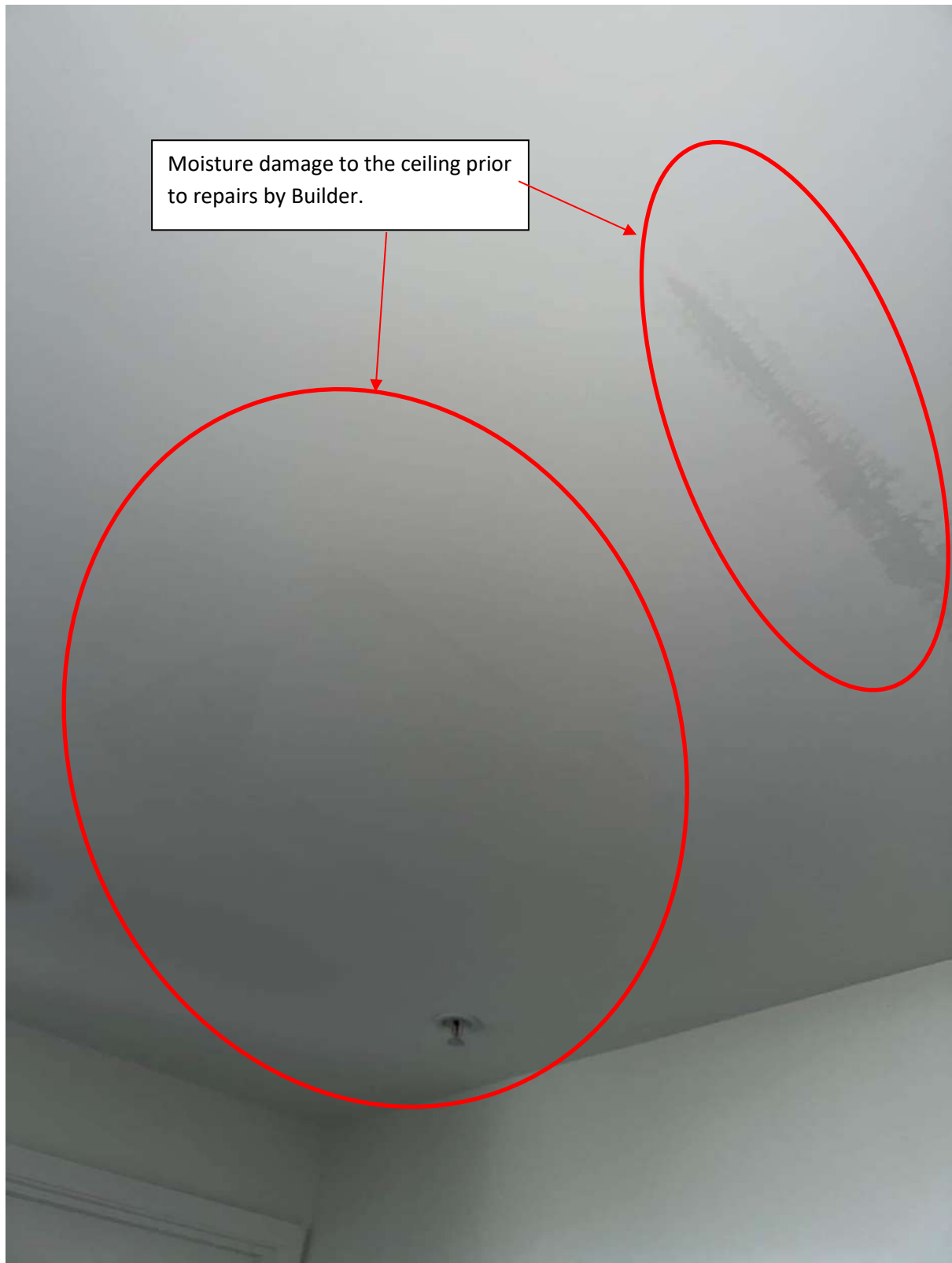


(a) Detail of a pressure seal

DIMENSIONS IN MILLIMETRES

FIGURE 2.3 (in part) VERTICAL UPWARD TERMINATION—
DETAIL OF OVERFLASHING

Attachment F Photo supplied by owner of damage to living area ceiling to Apartment 614B



Attachment G Figure 2.8 Detail of Membrane Termination at External Openings Doors of AS 4654.2:2009

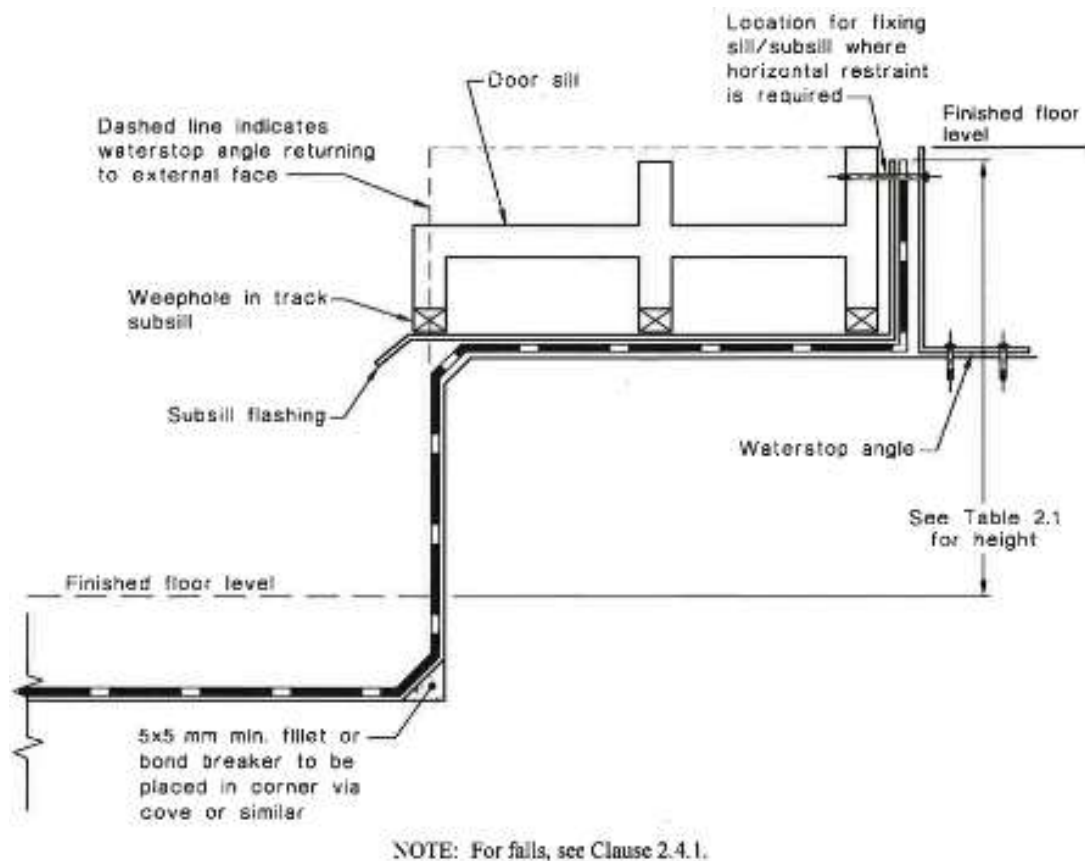


FIGURE 2.8 DETAIL OF MEMBRANE TERMINATION AT EXTERNAL OPENINGS DOORS

**Notice under Section 78 (3) of
The Owners Corporation Act 2006
Owners Corporation Plan No 1 No 2 and No 3 PS 632398R**

All the resolutions passed at the Annual General Meeting held on the 29th of March 2023 of the Owners Corporation are interim resolutions

Interim Resolutions become resolutions of the Owners Corporation: -

- (a) Subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
- (b) If notice of a Special General Meeting is given within that 29-day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
- (c) If notice of a Special General Meeting is given within that 29-day period and the meeting is not held within 28 days after the notice is given, at the end of the 28-day period.

Note

The effect of this subsection is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a Special General Meeting is given within that 29-day period, the interim resolution cannot be acted upon until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of the 28 day period.

**Owners Corporation Plan No 1 No 2 and No 3 PS 632398R
Mitcham Village**

**Minutes of the 2022 Annual General Meeting Owners Corporation
Held at St Johns Church
494 Whitehorse Road
Mitcham
Vic 3132
On Wednesday 29th March 2023
At 6.00pm**

Danielle Strimling declared the meeting open at 6.10 pm

1 Office Bearers

1.1 Returning Officer

Members resolved to appoint Mr Ben Strimling as Returning Officer for the meeting.

Moved: Tracy Warren Lot 713B
Seconded: Kim Thorne Lot 610B
Votes in favour 47
Votes against 0
Abstentions 0

Motion carried

1.2 Meeting Chairperson

Members resolved to appoint Danielle Strimling as Chairperson for the meeting.

Moved: Tracy Warren Lot 713B
Seconded: Matt Harty Lot 104B
Votes in favour 47
Votes against 0
Abstentions 0

Motion carried

2 Voting Procedure

Members resolved to adopt the procedure that voting at this Annual General Meeting will be conducted on the basis of one vote per lot.

Moved: Sarah Abrahamson Lot 108A
Seconded: Mark Browne Lot 512B
Votes in favour 47
Votes against 0
Abstentions 0

Motion carried

3 Members in Attendance

The Returning Officer reported to the meeting the following members were in attendance:

Lot	Owner's contact name
Lot 102B	Gavin Drake
Lot 103A	Michele Watson
Lot 104B	Matthew Harty
Lot 105A	Craig Bird
Lot 108A	Sarah Abrahamson
Lot 109A	Amanda Truman
Lot 111B	Gina Imlach
Lot 116B	Laura Baxter
Lot 205A	Stephanie Kendall
Lot 207B	James Lao
Lot 210A	James Lao
Lot 215B	Zhi Jie Shen
Lot 303A	Sarah Abrahamson
Lot 303B	Kuang Toh
Lot 304A	K A Alliardice & JC Roy
Lot 306A	Katherine Wu
Lot 307A	Jiabin Gun & Ming Li
Lot 307B	Rene Frederick & Vivienne Roth
Lot 308A	Louise Noorbergen
Lot 311A	Paul & Meredith Gibson
Lot 321B	William Zheng
Lot 324B	Kerri Parker
Lot 325B	Thomas Mathew Panicker and Michelle Juatas
Lot 402A	Dale Atkinson
Lot 404A	Noelle Saulais
Lot 404B	Chris Ludlow
Lot 406A	Tiarne Romey
Lot 417B	Shaan Bajwa
Lot 419B	Samuel Bonnici
Lot 415B	Andrew & Bernice Hicks
Lot 421B	Sarah Abrahamson
Lot 422B	Hasib Felic
Lot 508B	Krzysztof Kaczmarek
Lot 511B	Fang Xu
Lot 512B	Mark Leslie Browne
Lot 608B	Stephen Hamilton and Julie Hamilton
Lot 609B	Nicholas Green
Lot 610B	Kimberley-Rae Thorne
Lot 612B	Benson Divine PTY LTD Garry Angus & Ann Salmon
Lot 613B	Iain Mcleod
Lot 615B	James Young
Lot 704B	Robert Butler & Kristina Lucic
Lot 709B	Garry Angus & Ann Salmon
Lot 710B	Benson Divine PTY LTD Garry Angus & Ann Salmon
Lot 712B	Maxwell Lawrence Rogers
Lot 713B	Tracy Warren

Non-Members in Attendance:

The Returning Officer reported to the meeting the following non-members were in attendance:

Danielle Strimling of Australian Owners Corporation Management Pty Ltd
 Ben Strimling of Australian Owners Corporation Management Pty Ltd
 Jonathan Cohen of CLP Lawyers
 Rita Hadarian of CLP lawyers
 Peter Kyriakou of Buildspect PTY LTD

4. Proxies

The Returning Officer reported to the meeting that the following proxies were received

Lot	Owner's contact name	Proxy/Nominee name
115B	Jeffrey & Susie Bunn	Tracy Warren
209A	Ben and Karen Cruickshank	Danielle Strimling
301A	Jasmine Jia Min Hong	Danielle Strimling
301B	L & L Developments Pty Ltd	Matt Harty
314B	Zhoujun Wang	Mark Van Der Velde
518B	Bryce Henley	Danielle Strimling
705 B	Terry Jui-Cheng Hung	Danielle Strimling

5.Apologies

Danielle Strimling received the following apologies:

Robert and Kristina Lucic Lot 704B

Alexandra Wong Lot 505B

All owners who provided proxies are regarded as apologies.

6.Quorum

The Chairperson advised that members will proceed with the meeting in accordance with section 78 of the Owners Corporation Act 2006 and all ordinary resolutions passed at this Annual General Meeting of the Owners Corporation are interim resolutions.

7. Minutes

Motion: THAT the minutes of the 2021 Annual General Meeting held on 16th February 2022 be adopted and confirmed as a true and correct record of the decisions made at that meeting.

Moved: Kim Thorne Lot 610B

Seconded: Mark Browne Lot 512B

Votes in favour 47

Votes against 0

Abstentions 0

Motion carried.

At this time Mr Jonathan Cohen addressed the members and appraised them of the developments in the litigation against LU Simon. Mr Cohen informed the members that the matter is set down at VCAT for a compulsory conference on 3rd May 2023 when an attempt will be made to settle the private members claims and the claims of the Owners Corporation.

He advised members that before finalising any settlement members would be notified of the terms. He further informed the members that a Scott Schedule is shortly to be prepared and submitted to the Respondents.

He advised members that the costs for repairs will need to be raised before building repairs can commence. A special levy (possibly requiring a Special Resolution) will need to be raised for the OC costs of repairs and repairs to private lots and a bank loan will need to be considered to cover the costs required and not paid.

Danielle Strimling advised that a set of separate accounting records will be kept by AOCM PTY LTD for all these repair costs including the costs of professional experts including Buildspect and the Tender process and litigation expenses Special Levy voted upon at this AGM.

Mr Cohen took questions from the floor.

Further details of his advice are available on request from AOCM who can provide a copy of the phone recording made.

Mr Peter Kyriakos of Buildspect addressed the members regarding the nature of the defects throughout the property. He advised that a tender process will shortly commence and at least 3 builders will be asked to submit quotes. He will approach builders who Buildspect have had experience with working in the past. He pointed out to the members that the estimated costs contained in the Scope of works report from Buildspect may vary due to the increase in building costs in this current economic climate. Costs may need to be incurred to obtain such quotes ranging from \$3000.00 to \$5000.00 per quote.

Mr Kyriakos took questions from the floor.

Further details of his advice are available on request from AOCM who can provide a copy of the phone recording made.

Note: At this time three additional members had arrived at the meeting.

8. OC Committee Report

Motion: THAT the OC Committee report in terms of Section 115 of the Owners Corporation Act 2006 is received and adopted.

Moved: Gina Imlach Lot 111B

Seconded: Stephen Michael Hamilton Lot 608B

Votes in favour 50

Votes against 0

Abstentions 0

Motion carried.

9. Owners Corporation Manager's Report

Motion: THAT the Owners Corporations Managers report in terms of section 126 of the Owners Corporation Act 2006 is received and adopted.

Moved: Tracy Warren Lot 713B

Seconded: Matt Harty Lot 104B

Votes in favour 50

Votes against 0

Abstentions 0

Motion carried.

10. Facilities Manager's Report

Motion: THAT the Facilities Managers report is received and adopted.

Moved: Mark Browne Lot 512B

Seconded: Sarah Abrahamson Lot 108A

Votes in favour 50

Votes against 0

Abstentions 0

Motion carried.

11. Complaints and Disputes Resolution Report

Motion: THAT the Complaints and disputes report in terms of section 159 of the Owners Corporation Act 2006 is received and adopted.

Moved: Jeremy Lynch Lot 405B

Seconded: Gina Imlach Lot 111B

Votes in favour 50

Votes against 0

Abstentions 0

Motion carried.

12. THE APPROVAL OF A REVISED MAINTENANCE PLANS FOR OC1, OC2 AND OC3

Motion: THAT as an ordinary resolution within the meaning of Section 89 of the Owners Corporation Act 2006 (the Act), it is resolved to adopt the proposed Revised Maintenance Plans tabled at the meeting.

Moved: Kim Thorne Lot 610B

Seconded: Sarah Abrahamson Lot 108A

Votes in favour 50

Votes against 0

Abstentions 0

Motion carried.

13.INTEREST WAIVER REPORT

Motion: THAT the Interest report as tabled is received and adopted.

Moved: Matt Harty Lot 104B
 Seconded: Tracy Warren Lot 713B
 Votes in favour 50
 Votes against 0
 Abstentions 0

Motion carried.

14. FINANCIAL MATTERS

14. 1 Audit reports:

Motion: THAT Pinnacle accountants be appointed to conduct the audit of the books for November 2021 – 28 February 2023.

Moved: Tracy Warren Lot 713B
 Seconded: Mark Browne Lot 512B
 Votes in favour 50
 Votes against 0
 Abstentions 0

Motion carried.

14.2 Owners Corporation No 1 Finance

14.2.1 Financial Report for OC1 for the year ending 28 February 2023

Motion THAT: The Annual financial statements of the Owners Corporation No 1 for the year 1 November 2021 to 28 February 2023 (statement of Income and Expenditure and Balance sheet) be adopted as tabled

Moved: Sarah Abrahamson Lot 108A
 Seconded: Tracy Warren Lot 713B
 Votes in favour 47
 Votes against 3
 Abstentions 0

Motion carried

14.2.2 Admin Fund Budget for the period 1 March 2023 to 28 February 2024

Motion: THAT the proposed administration fund budget for the Owners Corporation PS632398R in the sum of **\$375,822.00** (excluding GST) for the period 1 March 2023 – 28 February 2024, payable in 4 instalments from members, be approved and adopted

Moved: Kim Thorne Lot 610B

Seconded: Sarah Abrahamson Lot 108A
 Votes in favour 47
 Votes against 3
 Abstentions 0

Motion carried

14.2.3 Maintenance Fund Budget for the period 1 March 2023 to 28 February 2024

Motion: THAT the proposed Maintenance fund budget for the Owners Corporation PS632398R in the sum of **\$74,119.00** (excluding GST) for the period 1 March 2023 – 28 February 2024, payable in 4 instalments from members, be approved and adopted

Moved: Matt Harty Lot 104B
 Seconded: Mark Browne Lot 512B
 Votes in favour 50
 Votes against 0
 Abstentions 0

Motion carried.

14.2.4 Motion: That fees for the Owners Corporation are based on lot liability and are due and payable on 1 March 2023, 1 June 2023, 1 September 2023 and 1 December 2023 in advance quarterly in advance and continue to be collected at this rate until the next Annual General Meeting. The June levy will be adjusted to take care of the increased budget.

Moved: Tracy Warren Lot 713B
 Seconded: Sarah Abrahamson Lot 108A
 Votes in favour 50
 Votes against 0
 Abstentions 0

Motion carried.

14.3. Owners Corporation No 2 Finance

14.3.1 Financial Report for OC2 for the year ending 28 February 2023

Motion THAT: The Annual financial statements of the Owners Corporation No 2 for the year 1 November 2021 to 28 February 2023 (statement of Income and Expenditure and Balance sheet) be adopted as tabled.

Moved: Noelle Saulais Lot 404A
 Seconded: Michelle Watson Lot 103A
 Votes in favour 15
 Votes against 0
 Abstentions 0

Motion carried

14.3.2 Admin Fund Budget for the period 1 March 2023 to 28 February 2024

Motion: THAT the proposed administration fund budget for the Owners Corporation No 2 PS632398R in the sum of **\$37,917.00** (excluding GST) for the period 1 November 2021 – 28 February 2023, payable in 4 instalments from members, be approved and adopted

Moved: Noelle Saulais Lot 404A
 Seconded: Sarah Abrahamson Lot 108A
 Votes in favour 15
 Votes against 0
 Abstentions 0

Motion carried.

14.3.3 Maintenance Fund Budget for the period 1 March 2023 to 28 February 2024

Motion: THAT the proposed Maintenance fund budget for the Owners Corporation PS632398R in the sum of **\$18,033.33** (excluding GST) for the period 1 March 2023 – 28 February 2024, payable in 4 instalments from members, be approved and adopted

Moved: Sarah Abrahamson Lot 108A
 Seconded: James Lao Lot 210A
 Votes in favour 15
 Votes against 0
 Abstentions 0

Motion carried.

14.3.4 Motion: THAT fees for the Owners Corporation are based on lot liability and are due and payable on 1 March 2023, 1 June 2023, 1 September 2023 and 1 December 2023 in advance quarterly in advance and continue to be collected at this rate until the next Annual General Meeting. The June levy will be adjusted to take care of the increased budget.

Moved: James Lao Lot 210A
 Seconded: Sarah Abrahamson Lot 108A
 Votes in favour 15
 Votes against 0
 Abstentions 0

Motion carried.

14.4. Owners Corporation No 3 Finance

14.4.1 Financial Report for OC3 for the year ending 28 February 2023

Motion THAT: The Annual financial statements of the Owners Corporation No 3 for the year 1 November 2021 to 28 February 2023 (statement of Income and Expenditure and Balance sheet) be adopted as tabled.

Moved: Stephen Michael Hamilton Lot 608B
 Seconded: Gina Imlach Lot 111B

Votes in favour 32
 Votes against 3
 Abstentions 0

Motion carried

14.4.2 Admin Fund Budget for the period 1 March 2023 to 28 February 2024

Motion: THAT the proposed administration fund budget for the Owners Corporation PS632398R No 3 in the sum of **\$74,899.00** (excluding GST) for the period 1 November 2021 – 28 February 2023, payable in 4 instalments from members, be approved and adopted

Moved: Kim Thorne Lot 610B
 Seconded: Matt Harty Lot 104B
 Votes in favour 32
 Votes against 3
 Abstentions 0

Motion carried.

14.4.3 Maintenance Fund Budget for the period 1 March 2023 to 28 February 2024

Motion: THAT the proposed Maintenance fund budget for the Owners Corporation PS632398R in the sum of **\$36,097.38** (excluding GST) for the period 1 March 2023 – 28 February 2024, payable in 4 instalments from members, be approved and adopted

Moved: James Lao Lot 207B
 Seconded: Mark Browne Lot 512B
 Votes in favour 32
 Votes against 3
 Abstentions 0

Motion carried.

14.3.4 Motion: THAT fees for the Owners Corporation are based on lot liability and are due and payable on 1 March 2023, 1 June 2023, 1 September 2023 and 1 December 2023 in advance quarterly in advance and continue to be collected at this rate until the next Annual General Meeting. The June levy will be adjusted to take care of the increased budget.

Moved: James Lao Lot 207B
 Seconded: Sarah Abrahamson Lot 108A
 Votes in favour 32
 Votes against 3
 Abstentions 0

Motion carried.

15. Penalty Interest – Resolution

Motion: THAT pursuant to S.29 of the Owners Corporation Act 2006, the Owners Corporation on Plan No. PS6323388R resolves to charge interest on any amount payable by a Lot to the Owners

Corporation that is still outstanding after the due date for payment at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 and that the committee and /or AOCM PTY LTD is empowered to amend the rate at which interest may be charged including deciding to charge no interest.

Moved: Tracy Warren Lot 713B
 Seconded: Mark Browne Lot 512B
 Votes in favour 50
 Votes against 0
 Abstentions 0

Motion carried.

16 Power to Bring Legal Proceedings

16.1 Power to Bring Legal Proceedings

Motion THAT: the Owners Corporation may bring legal proceedings, for recovery of outstanding fees, levies, charges and other monies due, against any member of the Owners Corporation, in VCAT, or the Magistrates' Court of Victoria, This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Act to recover fees, charges and other money or to enforce the Rules of the Owners Corporation.

Moved: Kim Thorne Lot 610B
 Seconded: James Lao Lot 207B
 Votes in favour 50
 Votes against 0
 Abstentions 0

Motion carried.

16.2 Motion: THAT The Owners Corporation hereby resolves to delegate to the Committee full authority to give all appropriate instructions to the Owners Corporation's legal representatives. to:

- commence and conduct such proceedings.
- attend mediation or compulsory conference, for negotiations with any party.
- settle the proceedings, on appropriate terms and conditions, based upon legal advice, on the basis that the committee will report fully to the Owners Corporation in regard to progress of any settlement discussion.

Moved: Stephen Michael Hamilton Lot 608B
 Seconded: James Lao Lot 207B
 Votes in favour 46
 Votes against 3
 Abstentions 1

Motion carried.

17. Cost Recovery

17.1 Debt Recovery

Motion: THAT the Manager is to take all reasonable steps necessary for recovery of outstanding fees and levies and charges due by any member to the Owners Corporation including application in any Court or Tribunal of competent jurisdiction. The Manager and/or the Committee shall have the power pursuant to this resolution to appoint a debt collection agency and/or legal firm to act on its behalf in relation to any debt recovery action taken.

Moved: Stephen Michael Hamilton Lot 608B

Seconded: Maxwell Rogers Lot 712B

Votes in favour 50

Votes against 0

Abstentions 0

Motion carried.

17.2 Cost Recovery

Motion: THAT all costs and expenses incurred by the Owners Corporation in relation to recovery of outstanding fees and levies will be fully recoverable from the indebted lot owner not limited to interest. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay fees, levies and charges.

Moved: Stephen Michael Hamilton Lot 608B

Seconded: Maxwell Rogers Lot 712B

Votes in favour 50

Votes against 0

Abstentions 0

Motion carried.

17.3 Motion: THAT all costs and expenses arising out of any breach by a Lot Owner, or an occupier of a lot, of an obligation imposed on that person under the Act, The Regulations or Rules, incurred by the Owners Corporation, including and costs and charges payable by the Owners Corporation to the Manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, secretary or committee member of the Owners Corporation) shall be payable on an indemnity basis by any Lot owner in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation.

Moved: James Lao Lot 207B

Seconded: Dale Atkinson Lot 402A

Votes in favour 50

Votes against 0

Abstentions 0

Motion carried.

18. Tender process and litigation expenses Special Levy

Discussion took place between the members and in light of the advice provided at this meeting by Mr Jonathan Cohen regarding the future legal proceedings and the advice provided by Peter of Buildspect regarding charges which may arise in regard to the tender process to obtain quotes, it was considered necessary to increase the amount of the special levy as tabled in the Notice of meeting booklet for this meeting.

Motion: THAT the proposed special levies fees for the Owners Corporation PS632398R in the sum of **\$ 65,000.00** (excluding GST from members, be approved and adopted based on lot liability and are due and payable on 1 May 2023.

Moved: Tracy Warren Lot 713B
 Seconded: Kim Thorne Lot 610B
 Votes in favour 41
 Votes against 6
 Abstentions 3

Motion carried.

19. Insurance

Motion: THAT the Insurance policy details for the Owners Corporation required by Division 6 of the Owners Corporation Act 2006 the details of which were tabled be accepted, and that the Owners Corporation approve the renewal of the policies on the renewal date.

Moved: James Lao Lot 207B
 Seconded: Tracy Warren Lot 713B
 Votes in favour 45
 Votes against 3
 Abstentions 2

Motion carried.

20. Affixing the Common Seal

Motion THAT: the Owners Corporation in terms of Section 18A Paragraph 4 resolves that the common seal is no longer required and is to be destroyed.

Moved: Tracy Warren Lot 713B
 Seconded: : Mark Browne Lot 512B
 Votes in favour 50
 Votes against 0
 Abstentions 0

Motion carried.

21.Election of The Committee

OC 1

The Chairperson advised that 5 (FIVE) written nominations were received.

The nominees were:

- Matt Harty Lot 104B
- Tracy Warren Lot 713B
- Kim Thorne Lot 610B
- Sarah Abrahamson Lot 303A
- Mark Browne proxy for lot 510A

Dale Atkinson Lot 402A nominated from the floor.

Motion THAT the following the Members be elected as committee members for PS6323388R OC1 for the 2023-2024 Financial Year:

Matt Harty Lot 104B
 Tracy Warren Lot 713B
 Kim Thorne Lot 610B
 Sarah Abrahamson Lot 303A
 Mark Browne proxy for lot 510A
 Dale Atkinson Lot 402A

And THAT the following the Members be elected as committee members for PS6323388R OC2 for the 2023-2024 Financial Year:

Sarah Abrahamson Lot 303A
 Mark Browne proxy for lot 510A
 Dale Atkinson Lot 402A

And THAT the following the Members be elected as committee members for PS6323388R OC3 for the 2023-2024 Financial Year:

Matt Harty Lot 104B
 Tracy Warren Lot 713B
 Kim Thorne Lot 610B

Moved: James Lao Lot 207B
 Seconded: Stephen Michael Hamilton Lot 608B
 Votes in favour 50
 Votes against 0
 Abstentions 0

Motion carried.

22.DELEGATION OF POWER – COMMITTEE

Motion: THAT the Owners Corporation PS632398R delegate to the Committees the powers and functions that may be delegated under section 11 of the Owners Corporation Act 2006 as amended (except for the power and functions that require unanimous or special resolutions, or the power to delegate to the Manager to enable the committee to carry out its duties.

Moved: Stephen Michael Hamilton Lot 608B

Seconded: James Lao Lot 207B

Votes in favour 50

Votes against 0

Abstentions 0

Motion carried.

21. Election of Grievance Committee

21.1 Motion THAT: a grievance Committee, consisting of at least 3 lot owners from the main elected Committee, be elected for the purpose of dispute resolution as referred to in Rule 6 of the Model Rules in Schedule 2 to the Owners Corporation Regulations 2007.

Moved: James Lao Lot 207B

Seconded: Noelle Saulais Lot 404A

Votes in favour 50

Votes against 0

Abstentions 0

Motion carried.

21.2 Motion THAT this grievance committee is delegated powers that are limited to convening and attending grievance meetings, and to work through a solution to the complaint that is then to be referred to the main Committee for formal resolution.

Moved: James Lao Lot 207B

Seconded: Noelle Saulais Lot 404A

Votes in favour 50

Votes against 0

Abstentions 0

Motion carried.

23. General Business

Danielle Strimling thanked the past committee members for all their hard work and support provided to AOCM in the past year and looks forward to working closely with the new committee.

The OC Committee is currently investigating the matter of certain exit points which did not work correctly during a power outage and will notify members of the outcome.

The need to maintain the internal gardens were discussed. The Committee acknowledges that the gardens are not looking their best however due to the substantial repairs that are required in this area

the OC Committee is not recommending too much money be spent on maintenance until the repairs are completed.

Currently fortnightly garden maintenance is currently in place and the plants are watered by hand by members of the committee to try and save as many plants as possible.

Some members expressed their view that general cleaning in the building should be improved. The OC Committee will continue to monitor and engage with the Cleaning Contractor to make sure standards are maintained in line with the scope of works.

Meeting Closed

There being no further business the Chairperson closed the meeting at 8.37pm.

Ref No. 17032/06

Schedule of Works on Property at 1-19 Colombo Street, Mitcham



Prepared for	Owners Corporation PS632398R
Date of report	12 May 2023
Prepared by	Buildspect Pty Ltd Mr Peter Kyriakou, Building Consultant

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Introduction

Buildspect Pty Ltd are acting as project advocates on behalf of Owners corporation PS632398R and we invite you, the tendering builder, to provide a quotation to carry out the works as outlined in the below schedule of works.

All works are to be carried out in accordance with the requirements of the Building Code of Australia (National Construction Code), Victorian Building Act, relevant Australian Standards, Local Building Authority requirements and relevant manufacturer's installation recommendations.

All works are also to be carried out strictly in accordance with OH & S legislation and Worksafe construction industry codes of practice.

The tendering builder must make all necessary adjustments to measurements necessary to carry out the required schedule of works and/or any consequential damage from the remediation works in order to return the property condition to its intended state.

Tenders are to be inclusive of the following.

All statutory authority fees and charges.

All permits required to execute the carrying out of all works including approved architectural and engineering drawings.

The contractor must be able to include site specific Professional Indemnity and Public Liability insurances, and certificates of currency upon the awarding of the contract and throughout the duration of the project.

The tendering builders are requested to provide a detailed tender for the building works and any consequential damage of the remediation works to return the property to its as new state and/or fit for purpose.

Documents

The plan of subdivision and architectural drawings will be provided with this schedule of works.

The Property

The site is an irregular shape facing south and falls to the west. There is a 7 storey residential building including ground floor retail above 2 levels of basement carparking.

The concrete structure features aluminium windows and a bituminous waterproof membrane to the roof. There is an open central courtyard at ground level. The main entrance faces south.

Plan of Subdivision

The interpretation of the plan of subdivision PS632398R, regarding the boundaries of the lots, is as follows:

"Subdivision (Registrar's requirements) Regulations 2011 apply to boundaries defined by buildings.

Boundaries shown by thick continuous lines are defined by buildings.

Location of boundaries defined by buildings.

Exterior Face – Boundaries marked 'E'

Interior Face – All other boundaries except those labelled otherwise.

Common Property No.1 is all of the land in the plan except the lots and common properties No.2 and No.3 and includes the structure of any wall, floor, ceiling, window, door or balustrade which define boundaries.

All internal columns, service ducts, pipe shafts, cable ducts and service installations within the building are deemed to be part of common property No.1. The position of these columns, service ducts, pipe shafts, cable ducts and service installations may not have been shown on the diagrams contained herein."

Separation of Owners Corporation common areas and private lot costs

The tendering builder must provide separate costs for each numbered item to distinguish between Owners corporation common area and private lot owners' costs.

The following key should be used to distinguish liability ownership.

(OC) = Owners corporation common area

(P) = Private lot owner

Note the builder ultimately acting as the principal contractor, will be engaged and paid directly by the owners' corporation to complete all works or part thereof.

Schedule of works

Buildspect requests, on behalf of Owners Corporation PS632398R that you provide quotes to undertake the schedule of works numbered Items 1 to 51.

Your quotations must also itemise the cost for the numbered headings below, and include:

- Building permits and all necessary documentation,
- Council and referral authority permits to undertake the works,
- Site facilities, toilets, site storage,
- Protection of the internal surfaces to the building,
- Cleaning of garden beds and paved areas at the completion of each day's work,

- Allow for all craneage costs,
- Allow for all waste disposal; and
- Allow to make good all associated and consequential damage.

NOTE: This schedule is not a specification; it is a guide describing what is generally required. The contractors carrying out the works are responsible to ensure that all works comply with the relevant building code, standards and industry requirements. All consequential and associated damage is to be rectified. If different materials are to be used than specified in the revised architectural drawings this will require updated plans to be provided.

1. Preliminaries

- 1.1. Coordinate the preparation of architectural drawings, landscaping plan, structural and fire engineering designs and all other relevant documentation to enable a building permit for the works.
- 1.2. Coordinate the preparation and approval of construction, environmental and traffic management plans.
- 1.3. Attain the relevant building, council and referral authority permits including road reserve occupancy and road closure permits.
- 1.4. Site establishment costs including toilets, hoarding, waste, environmental management, signage and external storage.
- 1.5. Protection costs including barriers and other preventative measures to prevent damage to both structural and non-structural elements within the building and adjoining properties.
- 1.6. Occupational Health and Safety (OH&S) costs including the hire, mobilisation and demobilisation of fall protection, gantries and scaffolds.
- 1.7. Access costs including traffic management and plant hire, mobilisation and demobilisation of access equipment including reinstatement of all building elements affected by the access plant and equipment.

2. Common Property - Water ingress to first basement level soffit

Planter boxes

- 2.1. This scope relates to all planter boxes at ground level to all common property and all private allotments.
- 2.2. Builder to separate costs between common property and private allotments.
- 2.3. Measurements are off the plan area size and do not include planter walls.
- 2.4. Disconnect and remove existing irrigation systems.
- 2.5. Remove and dispose of vegetation and soil.
- 2.6. Remove existing screed and waterproof membrane and prepare substrate.
- 2.7. Reinstall approved drainage outlets including overflows.

- 2.8. Install external waterproofing membrane to planter boxes (pre screed).
- 2.9. Apply screed for fall towards the drainage outlet.
- 2.10. Install external waterproofing membrane to all planter boxes (post screed).
- 2.11. Conduct water test.
- 2.12. Install protective board, drainage cells and geo fabric.
- 2.13. Install capping or flashing in accordance with AS4654.
- 2.14. Reinstall soil, vegetation and irrigation systems.
- 2.15. Make good adjacent wall surfaces including paint and render coatings.

Paved areas

- 2.16. This scope relates to all paved areas at ground level to all common property and all private allotments.
- 2.17. Builder to separate costs between common property and private allotments.
- 2.18. Disconnect air conditioner condensers and lighting fixtures as required.
- 2.19. Remove strip drain covers.
- 2.20. Remove pavers, screed and waterproofing from affected areas.
- 2.21. Prepare substrate for waterproofing.
- 2.22. Install external waterproofing membrane to paved areas in accordance with AS4654 (pre screed).
- 2.23. Apply screed for fall towards the drainage outlets.
- 2.24. Install external waterproofing membrane to paved areas in accordance with (post screed).
- 2.25. Install protective devices to waterproof membrane upturns in accordance with AS4654.
- 2.26. Install pavers and grout.
- 2.27. Seal paved areas as required.
- 2.28. Handover documentation should include maintenance and resealing program.

3. Common Property - Water tanks

- 3.1. Pressure wash water tanks and test for waterproofing.
- 3.2. Test and commission water tank pumps.
- 3.3. Clean off the efflorescence to the block walls surrounding the water tanks.
- 3.4. Complete and provide a dilapidation inspection of the walls surrounding the water tanks upon completion.

4. Common Property - Cracking to external walls

- 4.1. Monitor cracking for a period of 12 months.
- 4.2. Once confirmed there is no more movement render the areas with cracking for a consistent finish.
- 4.3. Allow for installation of crack monitoring 'tell-tale' gauges to each cracked area.
- 4.4. Repairs and reinstate affected surfaces including reinforcement stitching, render and paint coatings.
- 4.5. Allow for surface protection, scaffolding, fall protection and a full-time spotter.

5. Common Property - Gaps to concrete wall panels

- 5.1. Supply and install parapet capping to affected wall panel junctions.

6. Common Property - Roof ponding water

- 6.1. Isolate and/or remove all services from roof surfaces including plant, anchor points, solar system and HVAC as required.
- 6.2. Remove and dispose of pressure flashings.
- 6.3. Remove sheet membrane, screeding and prepare substrate.
- 6.4. Reinstate roof drainage outlets as required.
- 6.5. Apply screed with sufficient fall towards drainage outlets.
- 6.6. Supply and install a suitable trafficable sheet membrane, including coving and upturns in accordance with AS4654.
- 6.7. Install perimeter pressure flashings.
- 6.8. Reinstate and commission roof services.
- 6.9. Allow for temporary services for tenants as required to undertake works.
- 6.10. Make all allowance to undertake works in accordance with AS4654.
- 6.11. Make allowances for installation of new harness anchor points as required.

7. Common Property - Pressure flashings

- 7.1. Rectification has been included in Item 6 above.

8. Common Property - Planter boxes

- 8.1. Rectification has been included in Item 2 above.

9. Common Property - Building A stairwell

- 9.1. Isolate and/or remove all services from roof surfaces including plant, anchor points, solar system and HVAC as required.
- 9.2. Remove sheet membrane and prepare substrate.

- 9.3. Rectify the overflow drain pipe in the northeast corner of the roof.
- 9.4. Supply and install a suitable trafficable sheet membrane.
- 9.5. Reinstate and commission roof services.
- 9.6. Allow for temporary services for tenants as required to undertake works.
- 9.7. Make allowances for installation of new harness anchor points as required.
- 9.8. Rectification could be included in Item 6 above.

10. Common Property - Building A lift shaft

- 10.1. Schedule temporary isolation of lift shaft.
- 10.2. Clean all wall linings and lift equipment from slurry.
- 10.3. Conduct an audit of the condition of lift equipment including electrical circuitry.
- 10.4. Replace components affected by defective works.
- 10.5. Existing lift maintenance company to be engaged directly for these works by the Owners Corporation.

11. Common Property - Building B stairwell

- 11.1. Remove deteriorating patching over the panel cast in plates.
- 11.2. Treat for corrosion.
- 11.3. Patch over and provide for control joints with a flexible sealant as required.
- 11.4. Pressure wash efflorescence and calcification from internal stairwell wall.

12. Lot 106B/Apartment 116B - Bedroom skirting trim

- 12.1. Remove the existing sealing between the apartment's external walls and the adjacent lower planter box walls.
- 12.2. Clean surface, apply backing rod and install new sealing.
- 12.3. Install over flashing from the lower west wall and over the lower planter box wall.
- 12.4. Remove damaged skirting trim and plasterboard wall.
- 12.5. Allow to dry and treat for mould if required.
- 12.6. Reinstall plasterboard and skirting trim and paint to match existing finishes.
- 12.7. Causation of water ingress to be rectified in Item 6.
- 12.8. Ensure Item 6 is rectified prior to commencement of these works.

13. Lot 109A/Apartment 109A - Planter box

- 13.1. Rectification has been included in Item 2 above.

14. Lot 110A/Apartment 110A - Planter box

14.1. Rectification has been included in Item 2 above.

15. Lot 208A/Apartment 208A - Bedroom window

- 15.1. Seal the external window and wall junctions.
- 15.2. Remove damaged skirting trim and plasterboard to expose wall frame.
- 15.3. Water test for sufficient weatherproofing.
- 15.4. Allow area to dry and treat surrounding substrates for mould including underside of floor coverings.
- 15.5. Install plasterboard to affected wall area.
- 15.6. Install new skirting trim.
- 15.7. Paint to match existing finishes.

16. Lot 221B/Apartment 231B - Bedroom window

- 16.1. Replace affected blind and/or components.
- 16.2. Remove damaged area of plasterboard ceiling and wall.
- 16.3. Allow area to dry and treat surrounding substrates for mould where required.
- 16.4. Water test the affected window to determine cause of water ingress and weatherproof as required.
- 16.5. Repair plasterboard wall and ceiling and paint to match existing finishes.

17. Lot 306A/Apartment 306A - Bathroom shower

- 17.1. Clean shower frame and tiles.
- 17.2. Apply flexible sealant to all the shower frame and shower wall tile junctions.
- 17.3. Remove damaged area of plasterboard ceiling and wall.
- 17.4. Allow area to dry and treat surrounding substrates for mould if required.
- 17.5. Water test the shower to ensure waterproofing has not been compromised.
- 17.6. Repair plasterboard wall and paint to match existing finishes.
- 17.7. An allowance should be provided for latent conditions, should additional corrective work to the shower area are required.

18. Lot 312A/Apartment 312A - Concrete roof soffit

- 18.1. Access area via ceiling hatch above apartment entrance passage.
- 18.2. Clean and sterilise the concrete roof soffit of all efflorescence and calcium deposits.
- 18.3. Causation of water ingress to be rectified in Item 6.
- 18.4. Ensure Item 6 is rectified prior to commencement of these works.

19. Lot 321B/Apartment 333B - South living area window

- 19.1. Remove and discard affected skirting trim, carpet and underlay in the living area.
- 19.2. Cut out and replace affected plaster as required.
- 19.3. Allow substrates to dry and treat adjacent substrates for mould where required.
- 19.4. Water test the window for weatherproofing.
- 19.5. Weatherproof window and opening as required.
- 19.6. Install new skirting trim, carpet and underlay to match existing.
- 19.7. Make good to adjacent surfaces and coatings as required.

20. Lot 324B/Apartment 336B - Living area windows

- 20.1. Remove corner window flashing.
- 20.2. Check window opening and sill flashing for defective installation and rectify where necessary.
- 20.3. Apply flexible sealant to form an unbroken seal between windows and flashing and install new corner flashing.
- 20.4. Remove and discard carpet and smooth edges from family room.
- 20.5. Remove damaged skirting trim, wall paper and plasterboard.
- 20.6. Allow affected substrates to dry and treat for mould where required.
- 20.7. Reinstall wall coverings, skirting trim and paint coatings to match existing finishes.
- 20.8. Install new carpet including underlay to match existing.

21. Lot 402A/Apartment 402A – Living area skirting trim

- 21.1. Remove the existing flexible sealant between the adjacent external wall panels.
- 21.2. Reapply new flexible sealant including a suitable backing rod.
- 21.3. Remove damaged skirting trim and any damaged plasterboard.
- 21.4. Allow affected area to dry and treat for mould if required.
- 21.5. Reinstall skirting trim and paint coatings.

22. Lot 418B/Apartment 428B - Balcony wall

- 22.1. Isolate and disconnect air conditioner condenser.
- 22.2. Remove and discard balcony tiles, screeding and waterproof membrane.
- 22.3. Remove internal trim and wall lining to accommodate removal of sliding door and window units.
- 22.4. Remove sliding door and window units to balcony and install an upstand as per AS4654 or provide another certified performance solution.
- 22.5. Waterproof balcony in accordance with AS4654.

- 22.6. Install screed with appropriate fall towards the drainage outlet.
- 22.7. Waterproof above screed.
- 22.8. Reinstall sliding door and window units, internal trim and paint coatings to make good existing finishes.
- 22.9. Install tiles and grout accordingly to match existing specifications.
- 22.10. Reinstall air conditioner condenser.
- 22.11. Pressure clean affected balcony surfaces to Lot 321B/Apartment 333B.

23. Lot 607B/Apartment 605B - Living area

- 23.1. Reseal west balcony door and windows.
- 23.2. Water test for weatherproofing.
- 23.3. Remove damaged skirting trim and any damaged plasterboard.
- 23.4. Allow affected area to dry and treat for mould if required.
- 23.5. Install new skirting trim, carpet and underlay to match existing.
- 23.6. Make good to adjacent surfaces and finishes as required.

24. Lot 704B/Apartment 703B - Bedroom window

- 24.1. Remove and discard carpet and affected skirting trim.
- 24.2. Allow area to dry and treat for mould as required.
- 24.3. Remove window and associated flashing and check condition of manufacturer's weather seals for reuse.
- 24.4. Install new window opening flashing in accordance with the standard.
- 24.5. Replace affected skirting trim as required and paint to match existing.
- 24.6. Install new carpet including underlay to match existing.

25. Lot 704B/Apartment 703B - Living area sliding door

- 25.1. Remove and discard carpet and affected skirting trim.
- 25.2. Allow area to dry and treat for mould.
- 25.3. Remove sliding door and associated flashing and check condition of manufacturer's weather seal for reuse.
- 25.4. Install new sliding door flashing in accordance with the standard.
- 25.5. Reinstall skirting trim and paint to match existing.
- 25.6. Replace affected skirting trim as required and paint to match existing.
- 25.7. Install new carpet including underlay to match existing.

26. Lot 713B/Apartment 712B - Bedroom balcony wall render

- 26.1. Remove all render from the horizontal control joint.
- 26.2. Install a suitable flexible sealant to the control joint.
- 26.3. Make good surrounding wall render finish.

27. Lot 713B/Apartment 712B - Main balcony wall cast in plates

- 27.1. Remove existing sealant and corrosion.
- 27.2. Treat corrosion.
- 27.3. Patch the cast in plate rebate.
- 27.4. Seal control joint between panels.

28. Lot 713B/Apartment 712B - Wall panel cracking

- 28.1. Monitor cracking for a period of 12 months.
- 28.2. Once confirmed there is no more movement, render the areas with cracking for a consistent finish.
- 28.3. Allow for installation of crack monitoring 'tell-tale' gauges to each cracked area.
- 28.4. Repairs and reinstate affected surfaces including reinforcement stitching, render and paint coatings.
- 28.5. Allow for surface protection, scaffolding, fall protection and a full-time spotter.

29. Lot Apartment 309A - Bathroom shower fall

- 29.1. Disconnect and remove all the plumbing and electrical fixtures.
- 29.2. Remove all joinery and hardware fixtures.
- 29.3. Remove and dispose of all bathroom floor and wall tiling and screed.
- 29.4. Prepare substrate and install waterproof membrane.
- 29.5. Screed bathroom floor ensuring sufficient fall towards floor drainage outlet.
- 29.6. Install waterproofing membrane above screed.
- 29.7. Tile and grout bathroom floor and walls in accordance with the approved specifications and finishes.
- 29.8. Reinstall joinery and hardware.
- 29.9. Reinstall and reconnect plumbing and electrical fixtures and fittings.
- 29.10. Seal bathroom with flexible sealant as required.

30. Lot 308A/Apartment 308A - Balcony fall towards drainage outlet

- 30.1. Isolate and disconnect air conditioner condenser.
- 30.2. Remove and discard balcony tiles, screeding and waterproof membrane.

- 30.3. Remove internal trim and wall lining to accommodate removal of sliding door and window units.
- 30.4. Remove sliding door and window units to balcony and install an upstand as per AS4654 or provide another certified performance solution.
- 30.5. Waterproof balcony in accordance with AS4654.
- 30.6. Install screed with appropriate fall towards the drainage outlet.
- 30.7. Waterproof above screed.
- 30.8. Reinstall sliding door and window units, internal trim and paint coatings to make good existing finishes.
- 30.9. Install tiles and grout accordingly to match existing specifications.
- 30.10. Reinstall air conditioner condenser.
- 30.11. Pressure clean affected balcony surfaces to apartment below.

31. Lot 308A/Apartment 308A and Apartment 410A - Efflorescence to balcony wall

- 31.1. Rectify apartment 410A's balcony waterproofing.
- 31.2. Isolate and disconnect air conditioner condenser.
- 31.3. Remove and discard balcony tiles, screeding and waterproof membrane.
- 31.4. Remove internal trim and wall lining to accommodate removal of sliding door and window units.
- 31.5. Remove sliding door and window units to balcony and install an upstand as per AS4654 or provide another certified performance solution.
- 31.6. Waterproof balcony in accordance with AS4654.
- 31.7. Install screed with appropriate fall towards the drainage outlet.
- 31.8. Waterproof above screed.
- 31.9. Reinstall sliding door and window units, internal trim and paint coatings to make good existing finishes.
- 31.10. Install tiles and grout accordingly to match existing specifications.
- 31.11. Reinstall air conditioner condenser.
- 31.12. High pressure clean the affected areas of Apartment 308A from efflorescence and reinstall render and or paint coatings to match the existing finish as required.

32. Lot 516B/Apartment 526B - Fall in bathroom shower

- 32.1. Disconnect and remove all the plumbing and electrical fixtures.
- 32.2. Remove all joinery and hardware fixtures.

- 32.3. Remove and dispose of all bathroom floor and wall tiling and screed.
- 32.4. Prepare substrate and install waterproof membrane.
- 32.5. Screed bathroom floor ensuring sufficient fall towards floor drainage outlet.
- 32.6. Install waterproofing membrane above screed.
- 32.7. Tile and grout bathroom floor and walls in accordance with the approved specifications and finishes.
- 32.8. Reinstall joinery and hardware.
- 32.9. Reinstall and reconnect plumbing and electrical fixtures and fittings.
- 32.10. Seal bathroom with flexible sealant as required.

33. Lot 316B/Apartment 328B - Fall in bathroom shower

- 33.1. Disconnect and remove all the plumbing and electrical fixtures.
- 33.2. Remove all joinery and hardware fixtures.
- 33.3. Remove and dispose of all bathroom floor and wall tiling and screed.
- 33.4. Prepare substrate and install waterproof membrane.
- 33.5. Screed bathroom floor ensuring sufficient fall towards floor drainage outlet.
- 33.6. Install waterproofing membrane above screed.
- 33.7. Tile and grout bathroom floor and walls in accordance with the approved specifications and finishes.
- 33.8. Reinstall joinery and hardware.
- 33.9. Reinstall and reconnect plumbing and electrical fixtures and fittings.
- 33.10. Seal bathroom with flexible sealant as required.

34. Lot 325B/Apartment 337B - Incomplete repairs

- 34.1. Remove skirting trim.
- 34.2. Fabricate and install new window sills.
- 34.3. Reinstall skirting trim and adjacent plaster lining.
- 34.4. Apply coatings to match existing finishes.

35. Lot 407B/Apartment 417B - Water ingress to bedroom and living area

- 35.1. Remove and dispose of the affected skirting trim, mould affected carpet, underlay and smooth edge and allow affected areas to dry.
- 35.2. Treat adjacent substrates for mould as required.
- 35.3. Replace affected skirting trim and carpet to match existing finishes.

- 35.4. Causation of water ingress to be rectified in Item 6.
- 35.5. Ensure Item 6 is rectified prior to commencement of these works.
- 35.6. Allow for sufficient water testing prior to internal reinstatements.

36. Lot 616B/Apartment 614B - Water damage to living area ceiling cavity

- 36.1. Remove cover plate.
- 36.2. Patch plaster ceiling.
- 36.3. Apply paint coat to the entire ceiling to match the existing finish.

37. Lot 109A/Apartment 109A - Water ingress to bedroom 2

- 37.1. Remove the skirting trim, mould affected carpet, underlay and smooth edge and allow affected areas to dry.
- 37.2. Treat affected area for mould if required.
- 37.3. Remove and replace existing external flexible sealants to window, including windows directly above the affected window unit.
- 37.4. Water test to confirm sufficient weatherproofing.
- 37.5. Replace the affected skirting trim and the entire carpet to match existing finishes and specifications.

38. Lot 508B/Apartment 518B & Lot 609B/Apartment 607B - Efflorescence to balcony wall

- 38.1. Rectify Apartment 609B's balcony waterproofing.
- 38.2. Isolate and disconnect air conditioner condenser.
- 38.3. Remove and discard balcony tiles, screeding and waterproof membrane.
- 38.4. Remove internal trim and wall lining to accommodate removal of sliding door and window units.
- 38.5. Remove sliding door and window units to balcony and install an upstand as per AS4654 or provide another certified performance solution.
- 38.6. Waterproof balcony in accordance with AS4654..
- 38.7. Install screed with appropriate fall towards the drainage outlet.
- 38.8. Waterproof above screed.
- 38.9. Reinstall sliding door and window units, internal trim and paint coatings to make good existing finishes.
- 38.10. Install tiles and grout accordingly to match existing specifications.
- 38.11. Reinstall air conditioner condenser.

38.12. High pressure clean the affected areas of Apartment 607B from efflorescence and reinstate render and or paint coatings to match the existing finish as required.

39. Lot 507B/Apartment 517B - Penetration in balcony wall

- 39.1. Disconnect air conditioner condenser.
- 39.2. Remove perished sealant between the fibre cement cladding and concrete wall.
- 39.3. Install weather seal.
- 39.4. Securely fix a permanent trim at the wall junction.
- 39.5. Apply a paintable flexible sealant.
- 39.6. Paint trim and wall to match the existing finish.
- 39.7. Reinstate air conditioner condenser.

40. Common Property - Level 4 South Passageway - Leaking aluminium window units

- 40.1. Water test the aluminium windows externally from an elevated work platform and identify area of water ingress.
- 40.2. Seal the windows where necessary.
- 40.3. Repair and repaint the damaged timber headers.
- 40.4. Remove and clean the water stains from the aluminium frames and windows.

41. Lot 421B/Apartment 431B - Balcony fall and efflorescence

- 41.1. Isolate and disconnect air conditioner condenser.
- 41.2. Remove and discard balcony tiles, screeding and waterproof membrane.
- 41.3. Remove internal trim and wall lining to accommodate removal of sliding door and window units.
- 41.4. Remove sliding door and window units to balcony and install an upstand as per AS4654 or provide another certified performance solution.
- 41.5. Waterproof balcony in accordance with AS4654.
- 41.6. Install screed with appropriate fall towards the drainage outlet.
- 41.7. Waterproof above screed.
- 41.8. Reinstate sliding door and window units, internal trim and paint coatings to make good existing finishes.
- 41.9. Install tiles and grout accordingly to match existing specifications.
- 41.10. Reinstate air conditioner condenser.

42. Lot 604B/Apartment 604B - Water damage to pelmet

- 42.1. Remove roller blind and water damaged plaster lining in the pelmet.
- 42.2. Identify area(s) of water ingress which may require water testing from outside.
- 42.3. Remove perished flexible sealant and reapply as required.
- 42.4. Reinstate plaster lining and paint coatings to match existing finishes.
- 42.5. Reinstate roller blind.

43. Lot 113B/Apartment 123B - Omission of waterproof membrane upturns to balcony

- 43.1. Isolate and disconnect air conditioner condenser.
- 43.2. Remove and discard balcony tiles, screeding and waterproof membrane.
- 43.3. Remove internal trim and wall lining to accommodate removal of sliding door and window units.
- 43.4. Remove sliding door and window units to balcony and install an upstand as per AS4654 or provide another certified performance solution.
- 43.5. Waterproof balcony in accordance with AS4654.
- 43.6. Install screed with appropriate fall towards the drainage outlet.
- 43.7. Waterproof above screed.
- 43.8. Reinstate sliding door and window units, internal trim and paint coatings to make good existing finishes.
- 43.9. Install tiles and grout accordingly to match existing specifications.
- 43.10. Reinstate air conditioner condenser.

44. Lot 205A/Apartment 205A - Omission of waterproof membrane upturns to balcony

- 44.1. Isolate and disconnect air conditioner condenser.
- 44.2. Remove and discard balcony tiles, screeding and waterproof membrane.
- 44.3. Remove internal trim and wall lining to accommodate removal of sliding door and window units.
- 44.4. Remove sliding door and window units to balcony and install an upstand as per AS4654 or provide another certified performance solution.
- 44.5. Waterproof balcony in accordance with AS4654.
- 44.6. Install screed with appropriate fall towards the drainage outlet.
- 44.7. Waterproof above screed.

44.8. Reinstall sliding door and window units, internal trim and paint coatings to make good existing finishes.

44.9. Install tiles and grout accordingly to match existing specifications.

44.10. Reinstall air conditioner condenser.

45. Lot 116B/Apartment 126B - Water damage to bedroom 2

45.1. Remove and dispose of affected skirting trim, carpet, underlay and smooth edge and allow affected areas to dry.

45.2. Treat affected substrates for mould.

45.3. Replace the affected skirting trim and wall linings.

45.4. Apply paint coating to match existing finishes.

45.5. Replace carpet to match existing specifications.

45.6. Causation of water ingress to be rectified in Item 2.

45.7. Ensure Item 2 is rectified prior to commencement of these works.

46. Lot 511B/Apartment 521B - Failed waterproofing to shower

46.1. Disconnect and remove all the plumbing and electrical fixtures.

46.2. Remove all joinery and hardware fixtures.

46.3. Remove and dispose of all bathroom floor and wall tiling and screed.

46.4. Prepare substrate and install waterproof membrane.

46.5. Screed bathroom floor ensuring sufficient fall towards floor drainage outlet.

46.6. Install waterproofing membrane above screed.

46.7. Tile and grout bathroom floor and walls in accordance with the approved specifications and finishes.

46.8. Reinstall joinery and hardware.

46.9. Reinstall and reconnect plumbing and electrical fixtures and fittings.

46.10. Seal bathroom with flexible sealant as required.

46.11. Repair affected plaster wall and skirting trim to the external passageway and paint to match existing finish.

46.12. The carpet and its underlay should be replaced if there is evidence of mould growth beneath and/or treated accordingly.

47. Lot 609B/Apartment 607B - Water damage to bedroom window reveal

47.1. Remove affected plaster lining.

47.2. Water test window externally to identify point of water ingress.

- 47.3. An elevated work platform will be required along with road occupancy and traffic management.
- 47.4. Repair or replace window flashing and/or perished flexible sealant.
- 47.5. Water test to confirm successful weatherproofing.
- 47.6. Reinstate plaster wall lining and paint coatings to match existing finishes.

48. Lot 602B/Apartment 602B - Water damage to bedroom window adjacent surfaces

- 48.1. Remove affected plaster lining.
- 48.2. Water test window externally to identify point of water ingress.
- 48.3. An elevated work platform will be required along with road occupancy and traffic management.
- 48.4. Repair or replace window flashing and/or perished flexible sealant.
- 48.5. Water test to confirm successful weatherproofing.
- 48.6. Reinstate plaster wall lining and paint coatings to match existing finishes.

49. Lot 510A/Apartment 510A - Mould growth on bedroom ceiling

- 49.1. Remove and discard of the mould affected plaster lining.
- 49.2. Identify point of water ingress. Water testing maybe required.
- 49.3. Seal point of water ingress as required in accordance with the building code.
- 49.4. Reinstate the plaster lining to the bedroom ceiling and pelmet.
- 49.5. Paint ceiling walls to match existing finishes.
- 49.6. Causation of water ingress to be rectified in Item 6.
- 49.7. Ensure Item 6 is rectified prior to commencement of these works.

50. Common property - Movement in block wall

- 50.1. Stabilize foundation and level footings via resin injection.
- 50.2. Tie in the block wall to the adjacent building structure with the use of masonry helical bars.
- 50.3. Reinstate mortar to block wall repairs and paint to match existing finish.

51. Tender assessment

- 51.1. Ensure you have read and understand the “consideration used for assessing your tender” and “Minimum requirements prior to moving to a contract” criteria below.

Considerations used for assessing your tender

Contractors are to be registered building practitioners in DB-U & CB-U.

All works and materials to be installed on the basis of being “like for like” and to comply with any existing building, town planning, heritage and or other overlays if applicable.

The contractor will be asked to inspect the property and include all labour, material, plant and equipment necessary to complete the works in line with recognised industry codes of practice.

Include with your tender a full schedule of finishes and colour selections to match existing. This list will be signed off and approved by the owner’s corporation before any work commences on site.

Where painting is listed in the scope of works, allow for a minimum of sealer, primer and two topcoats, fit for purpose for internal or external use.

A breakdown cost, per apartment, will be required as apartment owners will be provided the opportunity to accept and decline individual scope of work items.

Minimum requirements prior to moving to a contract.

The building contractor must include a construction management plan, which is to include a written project methodology statement, covering how he proposes to co-ordinate and carry out the works.

The project methodology statement must include the occupational health and safety proposed safety protection zone, for within the tenancy and the whole site.

Include a copy of the safe work method statements (SWMS) that you propose to control the hazards identified while carrying out this work. This is to include:

- the paths of travel and a written detailed description, of the ingress and exit of the apartment and property; and
- a site construction zone plan, for approval of the apartment owner and waste management control plan.

All the above are to be included with the tender including the proposed starting and finishing hours of work.

The tendering contractor must be aware that the apartment is occupied by tenants/lessee, as a result the builder is to allow for direct liaison with the tenant/lessee to ensure a successful project.

- This will require attention to detail, direct co-ordination and care of the tenant/lessee while carrying out the works.

An apartment where works are carried out, must be fit for occupation at the end of each day. Allow for set up, pack down and cleaning of each day of work.

The tender requires a detailed breakdown of individual prices of the above items including a full inventory of all proposed materials.

- If they differ from any specified, they will need to be approved by the owner or owner’s corporation.

- The contractor should include a pricing option to provide an extended warranty for their work.
- The tender must include a signed copy (and please print name) of the scope of works with an initial on each page.

The tendering contractor is to list separately any exclusions if applicable.

List all Standards and Building Codes reference in completing the tender.

All trades are to be registered practitioners in the class that they are operating in.

Any waterproofing system must be applied by an approved application providing 10 year's warranty for materials and workmanship.

Payment on completion of the works will be contingent on meeting all the tender terms and conditions.

The builder is to provide with his tender all details, names and certification numbers, of all contractors proposed to complete the works.

The builder is to include within the tender a list of sub-contractors' recently completed project and industry references.

Buildspect is acting as an **Advocate** for the owner's corporation.

Buildspect is not acting as a **Principal Contractor**.

The **Principal Contractor will be the successful builder** tender who you will be appointed after a tender process has been completed.

Tender contact

Peter Kyriakou

Consultant

Buildspect Pty Ltd

office: 1800 266 244

mobile: 0432 797 495

email: pkyriakou@buildspect.com.au

End of Schedule of Works



**Owners Corporation Plan No 1, No 2 and No 3 PS 632398R
Mitcham Village**

**Minutes of the Annual General Meeting Owners Corporation
Held at St Johns Church
494 Whitehorse Road, Mitcham, Vic 3132**

**On Wednesday 1st May 2024
At 6.30pm**

Danielle Strimling declared the meeting open at 6.10 pm and provided an Acknowledgement to country.

Mr Gary Angus owner of Lot 709b addressed the meeting and proposed to postpone the AGM and for the OC Manager and the Committee members to resign. After some discussion the member was referred to the requirement to follow the provisions of the Owners Corporation Act 2006 for Special General meetings. The meeting continued.

1 Office Bearers

1.1 Returning Officer

Motion: that Members resolved to appoint Mr Hedley Gaudin as Returning Officer for the meeting.

Moved: Tracy Warren Lot 713B
Seconded: Matt Harty Lot 104B

Votes in favour 48
Votes against 29
Abstentions 2

Motion carried.

1.2 Meeting Chairperson

Two nominations for the position of Chairperson were received for Samuel Bonnici Lot 409b and Danielle Strimling AOCM.

Motion: to appoint Sam Bonnici as Chairperson for this meeting.

Moved: Gary Angus Lot 709b
Seconded: Ann Salmon Lot 709b

Votes in favour 33
Votes against 44
Abstentions 0

Motion failed.

Motion: to appoint Danielle Strimling as Chairperson for this meeting.

Moved: Tracy Warren Lot 713B

Seconded: Sarah Abrahamson Lot 303A

Votes in favour 51

Votes against 31

Abstentions 2

Motion carried.

Members resolved to appoint Danielle Strimling as Chairperson for the meeting.

2. Members in Attendance

The Returning Officer reported to the meeting the following members were in attendance:

Lot	Unit	Owner's contact name
101A	101A	Mr Robert Silverton Ellis
101B	111B	Kwai Choon Mak and Wooi Lan Wang
102A	102A	Michael Thomas Cachia
102B	112B	Mr Gavin Francis Drake
103A	103A	Michele Watson
104B	114B	Matthew Tristian John Harty
105A	105A	Craig Allan Bird
108A	108A	Sarah Jane Abrahamson
108B	118B	Mr Jamie Michael Hall
109A	109A	Amanda Truman
110A	110A	Ms. Xiaoman Huang and Mr. Zhijian Huang
116B	126B	Jun Bao Shi
117B	127B	Renata & Tom Kostecki
201A	201A	Janette Linda Moncrieff
205A	205A	Stephanie Taryn Kendall
206A	206A	Larry Tan
207A	207A	Margaret Mary Donohoe
207B	217B	Cynthiana Gunawan & James Lao

**AOCM**

Lot	Unit	Owner's contact name
208A	208A	Georgia Hendrika Kelly De Koning
210A	210A	Cynthiana Gunawan & James Lao
215B	225B	Zhi Jie Shen
302B	314B	Fiona Rae Griffiths
303A	303A	Ms Sarah Jane Abrahamson
304A	304A	K A Allardice & J C Roy
306A	306A	Katherine Yuen Ting Wu
307A	307A	Jiabin Guo & Ming Li
309B	321B	Scott Andrew Kane
310A	310A	M S Secorsicon & Andre C Skadiang
316B	328B	Haydn Frank Pratt
319B	331B	Cesario & Karyn Di Guilmi
321B	333B	William Zheng
324B	336B	Kerri Louise Parker
325B	337B	Thomas Mathew Panicker & Michelle Dela Juatas
401A	401A	PAUL RAYMOND CHAPMAN
402A	402A	Dale Warren Atkinson
404A	404A	Noelle M A Saulais
404B	414B	Gail Margaret & Mr Michael Paul Ludlow
406A	406A	Tiarne S Romey
407B	417B	Shaan Kaur Bajwa
408A	408A	Mr Duncan Alexander Lemm
409B	419B	Samuel Sebastian Bonnici
410A	410A	Yoonhee Son
413B	423B	Nebojsa Przulj
418B	428B	Yingzhu Duan
420B	430B	Janeen Hicks
421B	431B	Sarah Jane Abrahamson
422B	432B	Hasib Felic
501A	501A	Allison Nally
506A	506A	Thomas Philip Keith & Alexander Burbury Noel Featherstone

Suite 1118, Level 11, 1 Queens Road, Melbourne, VIC, 3004

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**AOCM**

Lot	Unit	Owner's contact name
509B	519B	Lumicyn Pty Ltd
510A	510A	Miss Peishan Jian
510B	520B	Patricia M Baker
511B	521B	Maggie Leah Worley
512B	522B	Mark Leslie Browne
515B	525B	Gloria Marie Selvaratnam
516B	526B	Duncan Stewart Bushell
601B	601B	NICOLE LOUISE ELLIS
609B	607B	Nicholas David Green
610B	608B	Kimberley-Rae Thorne
611B	609B	Ayse Sevil Emregul
612B	610B	Benson Divine Pty Ltd
613B	611B	Iain Cameron Mcleod
706B	705B	Darren & Angela Hucker
709B	708B	Garry Angus & Anne Salmon
710B	709B	Benson Divine Pty Ltd
711B	710B	Minhtu Nguyen
712B	711B	Maxwell Lawrence Rogers
713B	712B	Tracy Warren

Non-Members in Attendance:

The Returning Officer reported to the meeting the following non-members were in attendance:

Danielle Strimling
Hedley Gaudin
Gihan Gamage

of Australian Owners Corporation Management Pty Ltd
of Australian Owners Corporation Management Pty Ltd
of Australian Owners Corporation Management Pty Ltd

Suite 1118, Level 11, 1 Queens Road, Melbourne, VIC, 3004

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3. Proxies

The Returning Officer reported to the meeting that the following proxies were received.

Lot	Unit	Owner's contact name	Proxy/Nominee name
107A	107A	Robyn R Kimpton	RAYMOND KIMPTON
111B	121B	Gina Elizabeth Imlach	MATT HARTY
201B	211B	Christine Lee Taylor	D STRIMLING
202B	212B	Dean G Curwood	D STRIMLING
203B	213B	Ms Demi Alice Johnston	MATT HARTY
208B	218B	Raymond William & Robyn Kimpton	RAYMOND
209A	209A	Karen Michelle & Benjamin Cruickshank	D STRIMLING
213B	223B	Robyn R Kimpton	RAYMOND KIMPTON
301A	301A	Jasmine Jia Min Hong	TRACY WARREN
303B	315B	Kuang Yoke Toh	KAM ZING CHAN
308A	308A	Louise Martha Noorbergen	D STRIMLING
311A	311A	Paul Henry & Meredith Gibson	TRACY WARREN
314B	326B	Zhuojun Wang	MARK VAN DE VELDE
315B	327B	Kam-Fung Nip	ARTHUR LIU /VICKY VUONG
419B	429B	Loretta DeSimoni	D STRIMLING
508A	508A	Robert Michaels	D STRIMLING
509A	509A	Erin Elizabeth Towns	HAROLD ABSALOM
518B	528B	Bryce James Henley	D STRIMLING
614B	612B	Ping Li	ZHIJIANG HUANG
705B	704B	Terry Jui-Cheng Hung	D STRIMLING

4. Apologies

All owners who provided proxies are regarded as apologies.

5. Quorum

A quorum was not present. The Chairperson advised that members will proceed with the meeting in accordance with section 78 of the Owners Corporation Act 2006 and all ordinary resolutions passed at this Annual General Meeting of the Owners Corporation are interim resolutions.

6. Minutes

Motion: that the Minutes of the 2022 Annual General Meeting held on 29th March 2023 be adopted and confirmed as a true and correct record of the decisions made at that meeting.

Moved: Tracy Warren Lot 713B

Seconded: Dale Atkinson Lot 402A

Votes in favour 53

Votes against 22

Abstentions 0

Motion carried.

7. OC Committee Report

Motion: that the OC Committee report in terms of Section 115 of the Owners Corporation Act 2006 is received and adopted.

Moved: Tracy Warren Lot 713B

Seconded: Matt Harty Lot 104B

Votes in favour 51

Votes against 22

Abstentions 0

Motion carried.

8. Owners Corporation Manager's Report

Motion: that the Owners Corporations Managers report in terms of section 126 of the Owners Corporation Act 2006 is received and adopted.

Moved: Tracy Warren Lot 713B

Seconded: Matt Harty Lot 104B

Votes in favour 52

Votes against 21

Abstentions 0

Motion carried.



9. Facilities Manager's Report

Motion: that the Facilities Managers report is received and adopted.

Moved: Dale Atkinson Lot 402A
Seconded: Tracy Warren Lot 713B

Votes in favour 51
Votes against 24
Abstentions 0

Motion carried.

10. Complaints and Disputes Resolution Report

Motion: that the Complaints and disputes report in terms of section 159 of the Owners Corporation Act 2006 is received and adopted.

Moved: Kim Thorne Lot 610B
Seconded: James Lao Lot 207B

Votes in favour 53
Votes against 22
Abstentions 0

Motion carried.

11. Interest waiver Report

Motion: that the Interest report as tabled is received and adopted.

Moved: Tracy Warren Lot 713B
Seconded: Mark Browne Lot 512B

Votes in favour 53
Votes against 17
Abstentions 0

Motion carried.

12. FINANCIAL MATTERS

12. 1 Audit reports:

Motion: that the audit reports of The Banks Group accountants for the periods:

1. 1 November 2021 to 28 February 2023 and
2. 1 March 2023 to 29 February 2024

Be received and approved.

Moved: Kim Thorne Lot 610B
Seconded: Dale Atkinson Lot 402A

Votes in favour 49
Votes against 22
Abstentions 4

Motion carried.

12.2 Financial Reports for OC1 OC2 and OC3 for the period ending 28 February 2023.

Motion: that the statement of income and expenditure and the balance sheet for the Owners Corporation PS 632398R OC1 OC2 and OC3 for the period 1 November 2021 to 28 February 2023 be adopted as tabled.

Moved: Matt Harty Lot 104B
Seconded: Sarah Abrahamson Lot 303A

Votes in favour 48
Votes against 22
Abstentions 4

Motion carried.

12.3 Appointment of Auditors

Motion: that The Banks Group accountants be appointed to conduct the audit of the books for 1 March 2024 – 28 February 2025

Moved: Kim Thorne Lot 610B
Seconded: Mark Browne Lot 512B

Votes in favour 49
Votes against 22
Abstentions 2

Motion carried.

13 Owners Corporation No 1 Finance

At this time the members received a slide show presentation setting out some of the details of some of the Administration expenses.

13.1 Financial Report for OC1 for the year ending 29 February 2024.

Motion: that the statement of income and expenditure and the balance sheet for the Owners Corporation PS 632398R for the year 1 March 2023 to 29 February 2024 be adopted as tabled.

Moved: Sarah Abrahamson Lot 303A
Seconded: Matt Harty Lot 104B

Votes in favour 51
Votes against 23
Abstentions 2

Motion carried.

13.2 Admin Fund Budget for the period 1 March 2024 – 29 February 2025.

Motion: that the proposed administration fund budget for the Owners Corporation PS 632398R in the sum of **\$355,000.00** (excluding GST) for the period 1 March 2024 to 28 February 2025, payable in 4 instalments from members, be approved and adopted.

Moved: James Lao Lot 207B
Seconded: Kim Thorne Lot 610B

Votes in favour 52
Votes against 22
Abstentions 2

Motion carried.

13.3 Maintenance Fund Budget for the period 1 March 2024 - 29 February 2025

Motion: that the Owners Corporation PS 632398R resolve to collect **\$148,238.00** (excluding GST) as a Maintenance Levy for the period 1 March 2024 to 28 February 2025 from members, payable in 4 instalments.

Moved: Kim Thorne Lot 610B
Seconded: Dale Atkinson Lot 402A

Votes in favour 44
Votes against 26
Abstentions 5

Motion carried.

13.4 Motion: that fees for the Owners Corporation are based on lot liability and are due and payable on 1 March 2024, 1 June 2024, 1 September 2024 and 1 December 2024 in quarterly in advance and continue to be collected at this rate until the next Annual General Meeting.

The 1 September 2024 levy will be adjusted in accordance with the budgets.

Moved: Kim Thorne Lot 610B
Seconded: Mark Browne Lot 512B

Votes in favour 59
Votes against 18
Abstentions 2

Motion carried.

14. Owners Corporation No 2 Finance

14.1 Financial Report for OC2 for the year ending 28 February 2024

Motion: that the statement of income and expenditure and the balance sheet for the Owners Corporation PS 632398R for the period 1 March 2023 to 29 February 2024 be accepted as tabled.

Moved: Dale Atkinson Lot 402A
Seconded: Sarah Abrahamson Lot 303A

Votes in favour 22
Votes against 7
Abstentions 0

Motion carried.

14.2 Admin Fund Budget for the period 1 March 2024 to 28 February 2025.

Motion: that the proposed administration fund budget for the Owners Corporation PS 632398R in the sum of **\$17,917.00** (excluding GST) for the period 1 March 2024 to 28 February 2025, payable in 4 instalments from members, be approved and adopted.

Moved: Dale Atkinson Lot 402A
Seconded: Sarah Abrahamson Lot 303A

Votes in favour 22
Votes against 6
Abstentions 0

Motion carried.

14.3 Maintenance Fund Budget for the period 1 March 2024 - 28 February 2025

Motion that the Owners Corporation PS 632398R resolve to collect **\$21,640.00** (excluding GST) as a Maintenance Levy for the year 1 March 2023 to 28 February 2025 from members, payable in 4 instalments.

Moved: James Lao Lot 210A
Seconded: Sarah Abrahamson Lot 303A

Votes in favour 23
Votes against 5
Abstentions 0

Motion carried.

14.4 Motion: that fees for the Owners Corporation are based on lot liability and are due and payable on 1 March 2024, 1 June 2024, 1 September 2024 and 1 December 2024 in advance quarterly in advance and continue to be collected at this rate until the next Annual General Meeting.

The 1 September 2024 levy will be adjusted in accordance with the budgets.

Moved: James Lao Lot 210 A
Seconded: Dale Atkinson Lot 402A

Votes in favour 23
Votes against 5
Abstentions 0

Motion carried.

15. Owners Corporation No 3 Finance

15.1. Financial Report for OC3 for the year ending 29 February 2024

Motion: that the statement of income and expenditure and the balance sheet for the Owners Corporation PS 632398R for the year 1 March 2023 to 29 February 2024 be accepted as tabled.

Moved: Kim Thorne Lot 610B
Seconded: Mark Browne Lot 512B

Votes in favour 34
Votes against 12
Abstentions 0

Motion carried.

15.2. Admin Fund Budget for the period 1 March 2024 to 28 February 2025

Motion: that the proposed administration fund budget for the Owners Corporation PS 632398R in the sum of **\$44,899.00** (excluding GST) for the period 1 March 2024 – 28 February 2025, payable in 4 instalments from members, be approved and adopted.

Moved: Kim Thorne Lot 610B
Seconded: Mark Browne Lot 512B

Votes in favour 34
Votes against 12
Abstentions 2

Motion carried.

15.3. Maintenance Fund Budget for the period 1 March 2024 to 28 February 2025

Motion: that the Owners Corporation PS 632398R resolve to collect **\$43,316.86** (excluding GST) as a Maintenance Levy for the period 1 March 2024 to 28 February 2025 from members, payable in 4 instalments.

Moved: Mark Browne Lot 512B
Seconded: Matt Harty Lot 104B

Votes in favour 34
Votes against 12
Abstentions 2

Motion carried.

15.4 Motion: that fees for the Owners Corporation are based on lot liability and are due and payable on 1 March 2024, 1 June 2024, 1 September 2024 and 1 December 2024 in advance quarterly in advance and continue to be collected at this rate until the next Annual General Meeting.

The 1 September 2024 levy will be adjusted in accordance with the budgets.

Moved: Kim Thorne Lot 610B
Seconded: James Lao Lot 207B

Votes in favour 34
Votes against 11
Abstentions 2

Motion carried.



16. Penalty Interest – Resolution

Motion: that pursuant to S.29 of the Owners Corporation Act 2006, the Owners Corporation on Plan No. PS 632398R resolves to charge interest on any amount payable by a Lot to the Owners Corporation that is still outstanding after the due date for payment at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 and that the committee and/or AOCM PTY LTD is empowered to amend the rate at which interest may be charged including deciding to charge no interest.

Moved: James Lao Lot 207B
Seconded: Tracy Warren Lot 713B

Votes in favour 57
Votes against 17
Abstentions 0

Motion carried.

17. Power to Bring Legal Proceedings

17.1 Power to Bring Legal Proceedings

Motion: that the Owners Corporation may bring legal proceedings, for recovery of outstanding fees, levies, charges and other monies due, against any member of the Owners Corporation, in VCAT or the Magistrates Court of Victoria or any other competent Court, including the Supreme Court of Victoria, or the Federal Court of Australia (for liquidation or bankruptcy in connection with the enforcement of recovery of debts due). This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Act to recover fees, charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation and/or the Committee shall have the power, pursuant to this resolution, to determine the appropriate jurisdiction on a case-by-case basis at the sole discretion of the Manager and/or Committee.

Moved: Dale Atkinson Lot 402A
Seconded: James Lao Lot 207B

Votes in favour 51
Votes against 22
Abstentions 0

Motion carried.

17.2 Motion: that The Owners Corporation hereby resolves to delegate to the Committee full authority to give all appropriate instructions to the Owners Corporation's legal representatives to:

- commence and conduct such proceedings.
- attend mediation or compulsory conference, for negotiations with any party.
- settle the proceedings, on appropriate terms and conditions, based upon legal advice, on the basis that the committee will report fully to the Owners Corporation in regard to progress of any settlement discussion.

Moved: Mark Browne Lot 512B
Seconded: Kim Thorne Lot 610B

Votes in favour 55
Votes against 21
Abstentions 0

Motion carried.

18. Costs recovery –Resolutions

18.1 Cost Recovery

Motion: that the Owners Corporation may recover as a debt due from persons in default or breach, the cost charges and expenses incurred by the Owners Corporation arising out of any default or breach or accidental or negligent misuse by any Lot Owners or Occupier of a Lot, or any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2018, or the Rules or an Additional Rule of the Owners Corporations or any breach of Planning Permits.

All costs and expenses incurred by the Owners Corporation in relation to recovery of outstanding fees and levies will be fully recoverable from the indebted lot owner not limited to interest. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay fees, levies and charges.

Moved: James Lao Lot 207B
Seconded: Dale Atkinson Lot 402A

Votes in favour 52
Votes against 19
Abstentions 0

Motion carried.

18.2 Motion: that all costs and expenses arising out of any breach by a Lot Owner, or an occupier of a lot, of an obligation imposed on that person under the Act, The Regulations or Rules, incurred by the Owners Corporation, including and costs and charges payable by the Owners Corporation to the Manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, secretary or committee member of the Owners Corporation) shall be payable on an indemnity basis by any Lot owner in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation.

Moved: Matt Harty Lot 104B
Seconded: James Lao Lot 207B

Votes in favour 53
Votes against 19
Abstentions 0

Motion carried.

19. Insurance

19.1 Motion: that the Owners Corporation approve the renewal of the insurance for the buildings the Owners Corporation is liable to insure as covered in the policy tabled on or before the end date of the policy.

Moved: Kim Thorne Lot 610B
Seconded: Mark Browne Lot 512B

Votes in favour 57
Votes against 16
Abstentions 0

Motion carried.

20.1. Election of The Committee

Note: members appointed to OC2 and OC3 will be members of the Committee for OC1

The Chairperson advised the members that the following written nominations have been received:

OC 2:

1. Dale Atkinson Lot 402A
2. Sarah Abrahamson Lot 303A
3. Mark Browne Proxy for Lot 510A

OC3:

1. Matt Harty Lot 104B
2. Tracy Warren Lot 713B
3. Kim Thorne Lot 610B

Nominations received from the floor were received for additional members for OC3:

- | | | | |
|-------------------|----------|---------------------------|----------|
| 1. Samuel Bonnici | Lot 409B | Proposed Gary Angus | Lot 709B |
| 2. Peter Chen | Lot 215B | Proposed Michael Cachia | Lot 102A |
| 3. Gary Angus | Lot 709B | Proposed Samuel Bonnici | Lot 409B |
| 4. Kerri Parker | Lot 324B | Proposed Sarah Abrahamson | Lot 421B |
| 5. Ian McCleod | Lot 613B | Proposed Matt Harty | Lot 104B |

OC 2 Committee

Motion: that the following the three (3) Members be elected as committee members for PS 632398R OC2 for the 2023-2024 Financial Year:

- | | |
|---------------------|--------------------|
| 1. Sarah Abrahamson | Lot 108A |
| 2. Mark Browne | Proxy for lot 303A |
| 3. Dale Atkinson | Lot 402A |

Moved: Sarah Abrahamson Lot 303A
 Seconded: Dale Atkinson Lot 402A

Votes in favour 19
 Votes against 6
 Abstentions 0

Motion carried.

OC3 Committee

Motion: that in accordance with section 103 of the Owners Corporation Act 2006 members resolve if they would like to elect a Committee of 4 members

Moved: Tracy Warren Lot 713B
 Seconded: Matt Harty Lot 104B

Votes in favour 28
 Votes against 20
 Abstentions 2

Motion carried.

A further recount of the votes took place in respect to this motion as requested by Mr Gary Angus Lot 709B.

Recount

Votes in favour 29
 Votes against 18
 Abstentions 1

Motion carried.

At this time the Chairperson advised the members that as 8 nominations for these positions have been received the vote will take place in the form of a written vote as opposed to a show of hands and each member in attendance was provided with a voting paper so that they could select 4 members to the committee. The results of such vote will be published in the AGM minutes.

20.2. Delegation of Powers – Committee

Motion: that the Owners Corporation PS 632398R delegate to the Committees the powers and functions that may be delegated under section 11 of the Owners Corporation Act 2006 as amended to enable the committee to carry out its duties and to approve the Instrument of delegation that delegates all powers under the Owners Corporation Act 2006 to the Committee.

Moved: Tracy Warren Lot 713B
Seconded: James Lao Lot 207B

Votes in favour 51
Votes against 10
Abstentions 3

Motion carried.

20.3 Election of Grievance Committee

Motion: that a Grievance Committee, consisting of at least 3 lot owners from the main elected Committee, be elected for the purpose of dispute resolution as referred to in Rule 6 of the Model Rules in Schedule 2 to the Owners Corporation Regulations 2007. And that this Grievance Committee is delegated powers that are limited to convening and attending grievance meetings, and to work through a solution to the complaint that is to be referred to the main Committee for formal resolution.

Moved: Tracy Warren Lot 713B
Seconded: Matt Harty Lot 104B

Votes in favour 61
Votes against 4
Abstentions 0

Motion carried.

23. General Business

Danielle Strimling advised the members on the status of the building defects and the litigation against LU Simon. Danielle took questions and answers from the floor.

Danielle advised members that a ballot containing all the resolutions and documentation pertaining to the Building defects, loan facility and special fees will be sent out in the week following the AGM.

Meeting Closed

There being no further business the Chairperson closed the meeting at 9.57pm.

The results of the appointment for the Committee members for OC3 are as follows:

No. Nominees	Name & Lot #	Votes Received
1	Kim Thorne Lot 608B	35
2	Tracy Warren Lot 713B	33
3	Matt Hardy Lot 104B	32
4	Kerri Parker Lot 336B	22
5	Sam Bonnici Lot 419B	18
6	Garry Angus Lot 709B	14
7	Peter Shen Lot 225B	13
8	Ian McLeod Lot 611B	13

Accordingly, the following four (4) members elected to the OC3 Committee are:

1. Kim Thorne Lot 608B
2. Tracy Warren Lot 713B
3. Matt Harty Lot 104B
4. Kerri Parker Lot 336B



Notice of ballot to owners corporation lot owners

Owners Corporations Act 2006 Section 85, Owners Corporations Regulations 2018 and Owners Corporation Rules

Date of notice	8 May 2024
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This notice must be given to each lot owner 14 days before the Ballot

From: the owners corporation

Name	BCF INVESTMENTS PTY LTD
Owners corporation plan number	632398R-1

To: the lot owner

The owners corporation is conducting a voting ballot.

Votes need to be submitted by (closing date for ballot)	24-05-2024
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In accordance with the Owners Corporations Act:

- the ballot documentation containing the motion and how to vote is attached and
- the text of any resolution to be voted on is attached or specified below



Background

- A. The Owners Corporation building has been seriously affected by building defects which have not been remediated notwithstanding ongoing discussions and the current VCAT proceedings on foot against L.U Simon Builders Pty Ltd.
- B. To address the various serious building defects affecting the Owners Corporation, and in order to comply with the obligations of the Owners Corporation to maintain the Common Property, special resolutions must be passed to: enable the Owners Corporation to carry out necessary remediation works at the Property; thereby also obtain current market evidence of the cost of works to prove the quantum for the VCAT claim; and obtain a backup loan in order to support owners who may not be in a position to pay the levies.
- C. The Owners Corporation engaged Buildspect to prepare a scope of works and review tender submissions for remediation of both common property external, & private property internal, building defects in the building (Works).
- D. Buildspect has prepared a tender analysis Report dated 19 February 2024 **("Buildspect Report") attached marked "A"** and has recommended that Cecure Pty Ltd (**Cecure**) be appointed to carry out the Works for a contract sum of **\$1,946,082.51** in respect of common property and **\$947,700.34** in respect of private property inclusive of GST which amounts include project management costs, OC management fees, accommodation costs and legal expenses in accordance with Cecure's tender submission.
- E. The final Works costs will facilitate calculation of the claim for damages from L.U Simon Builders Pty Ltd in the VCAT Proceeding Ref: BP637/2022 for both the Owners Corporation common property and the private owners property.
- F. To avoid a multiplicity of building contractors on site, achieve proper organisation of the building site, ensure quality of workmanship and cost effectiveness there is significant advantage in Lot owners, whose private property requires remediation, agreeing to participate in the Works program and give authority to enable the Owners Corporation to arrange private property works and:
 - a. appoint Cecure to carry out the private property repairs as part of the Works;
 - b. act as an agent on the Lot owners' behalf to implement the private property works at the same time as the common property works;on the basis that the Owners Corporation as agent for each owner will not itself be responsible for such private property repairs.
- G. All owners are required to vote to enable the Owners Corporation to proceed with the common property works even if the private property does not require defect rectification works, or if you have personally arranged for rectification of your private



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property. If you decide not to allow Cecure to perform works on your private property, then you must still vote on the resolutions but then should not provide authority as per the Private Property Works Authority attached.

- H. Special resolutions are required to enable the Owners Corporation to carry out the Works including management of the private property repairs on behalf of those Lot owners who give the Private Property Works Authority.

Therefore:

The Owners Corporation proposes to make the following SPECIAL RESOLUTIONS to empower the performance of the Works as set out in paragraphs 1 to 12 inclusive below which must be voted upon as one indivisible whole pursuant to and in compliance with Sections 12, 18, 24, 25, 48, 49, and 50 of the *Owners Corporation Act 2006* (OC Act):

Owners Corporation to be given responsibility to implement the Works

1. To significantly repair, alter, upgrade, renovate, maintain, upkeep and improve, common property works in the sum of \$1,946,082.51 including GST calculated as per the Buildspect Report dated 19 February 2024 attached and marked "A" (collectively, the "Works").
2. The Owners Corporation resolves to perform services on behalf of those Lot owners who grant authority, by arranging for the private property part of the Works to be carried out subject to signature by each affected Lot owner of the **Private Property Authority attached marked "B"**.

Owners Corporation to enter into Building Contract and accept Tender

3. The Owners Corporation resolves to implement the Works by:
 - a. Accepting the Cecure Tender in the sum of \$1,946,082.51 inclusive of GST calculated as per the Buildspect Report to perform the common property works;
 - b. Accepting the relevant components of the Cecure Tender for private property works up to the sum of \$947,700.34 inclusive of GST subject to each affected Lot owner signing the attached Private Property Authority,
 - c. Entering into a compliant Major Domestic Building Contract with Cecure to carry out the Works on behalf of the Owners Corporation and on behalf of each private Lot owner who has given the Authority.

Works Special Levy

4. As all of the **Common Property Works** are being carried out wholly or substantially for the benefit of all of the Lots in the Owners Corporation, in accordance with sections 24(2A) and 49 of the OC Act, it is resolved to raise a special levy (**Common Property Works Special Levy**) to pay the cost of the Works in the common property in the sum of **\$1,946,082.51** on the basis of the Lot liability of each owner in the Owners Corporation as set out in the attached **Table marked "C"**.
5. To raise a special levy for **Private Property Works**, for each private property Lot as per the Secure Tender and listed in the attached **Table "D"- (Private Property Special Levy)** subject to signature of the Private Property Authority, to be paid by each such affected Lot Owner for the specific components of works to be performed in their private property.
6. The Common Property Works Special Levy and Private Property Special Levy will be payable within 28 days after the date of the Levy Notice in accordance with section 31 under the OC Act.

Committee authority to implement the Works

7. For purposes of implementing resolution Nos. 1, 2, 3, 4, 5 and 6 above the Owners Corporation hereby delegates full authority to the Committee of the Owners Corporation (**Committee**):
 - a. To enter into a compliant Major Domestic Building Contract with Secure for the Works, to be finalised by the Owners Corporation's legal representatives on the instructions of the Committee (**Contract**);
 - b. To agree to such modifications to the Contract, the scope of works or the specifications, based on advice of engineers, architects and other professionals including the Owners Corporation's legal representatives but subject to each Lot owners written approval in relation to Private Property Works; and
 - c. To appoint two designated members of the Committee to execute all appropriate agreements to implement the Works.

Owners Corporation to borrow monies if levies not paid to fund the Works

8. The Owners Corporation resolves that if the Works Special Levy and Private Property Special Levy have not been paid in full by all Lot owners within 28 days after the date of the Levy notice, then the Owners Corporation (subject to approval or modification by the Committee of the final terms and conditions) will:
 - A. enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to meet working capital requirements, fund remediation works and to comply with its obligations under law (**Loan Contract**) attached marked "E";



B. That the Owners Corporations acknowledges the following things:

- I. a copy of the proposed Loan Contract, the terms and conditions, the information memorandum and a prescribed notice, is attached marked "E";
- II. the maximum amount of credit available under the Loan Contract is \$3,000,000.00 or such increased amount as approved by a subsequent Ballot or General Meeting;
- III. Members of the Owners Corporations approve the raising of additional special levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the Loan Contract;
- IV. the Owners Corporations acknowledges that it has sought such advice (including legal advice) as it believes appropriate prior to entering into the loan contract; and
- V. a drawdown instruction may be signed by the Strata Manager and one member of the Committee;

Penalty interest & charges in default of payment

9. The Owners Corporation resolves that interest be charged on any amount payable by a Lot owner to the Owners Corporation that is still outstanding after the due date for payment at the rate of interest payable under the *Penalty Interest Rate Act 1983*. The Owners Corporation also resolves to recover from Lot owners in default of payment, any interest payable under the Loan Agreement in excess of the maximum rate under that Act on their outstanding Owners Corporation levies relating to the Loan Agreement.

Notice of access to Lots

10. Pursuant to section 50 of the OC Act the Owners Corporation resolves to authorise persons to enter private Lots on its behalf, where necessary, to carry out the Works after giving appropriate written notice of entry and requires all Lot owners and occupiers to give unencumbered access to their Lots for the duration of the Works to avoid the Owners Corporation incurring any additional builder's penalties, costs or expenses.

Power to bring legal proceedings

11. The Owners Corporations resolves:

That the Owners Corporation may commence legal proceedings to enable and ensure that the common property Works can properly proceed, determine the proper responsibility of each Lot owner for the costs of the Works, and obtain any necessary access to any Lot for purposes of carrying out the Works, and for orders facilitating and enforcing the implementation of any of the resolutions set out above, or for recovery of outstanding fees, levies, charges and other monies due, against any member of the Owners Corporation, (if an agreed payment plan cannot be achieved) in VCAT, or the Magistrates' Court of Victoria, or any other competent Court, including the Supreme Court of Victoria, or the Federal Court of Australia (for liquidation or bankruptcy) in connection with the enforcement and recovery of debts due. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Act to recover fees, charges and other money or to enforce the Rules of the Owners Corporation. The Manager and/or the Committee shall have the

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power, pursuant to this resolution, to determine the appropriate jurisdiction on a case-by-case basis at the sole discretion of the Committee and/or the Manager;

- 12.** To delegate to the Committee for purposes of resolution 11, full authority to:
- i. Give all appropriate instructions to the Owners Corporation's legal representatives to commence and conduct such proceedings;
 - ii. Attend mediation or compulsory conference, for negotiations with any party; and
 - iii. Have full authority to settle the proceedings, on appropriate terms and conditions, based upon legal, engineering and surveying advice, on the basis that the Committee will report fully to the Owners Corporation in regard to progress of any settlement discussions.

You have a right to appoint a person (proxy) to represent you in this Ballot

To appoint a proxy you need to complete an 'Owners corporation proxy' form and return it to the secretary before the meeting. Proxy forms are available from the owners corporation or the [Owners corporations section of the Consumer Affairs Victoria website](http://consumer.vic.gov.au/ownerscorp) (consumer.vic.gov.au/ownerscorp). If appointing a power of attorney as a proxy, please attach a copy of the power of attorney.

Details of person giving this Notice

Name	Danielle Strimling
Position (e.g. secretary)	Owners Corporation Manager
Address	C/- Australian OC Management Pty Ltd Suite 1118, level 11, 1 Queens Road, Melbourne, VIC 3004
Contact telephone number	C/- 03 9863 9100

AV041116V

Notification of making, amendment or revocation of owners corporation rules

Section 142 Owners Corporation Act 2006

Privacy collection statement

The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

Lodged by	CLP Lawyers Pty Ltd
Name	CLP Lawyers Pty Ltd – Talya Heilbrunn
Phone	9042 2070
Address	Ground Floor, 23 Milton Parade, Malvern Vic 3144
Reference	21276-1
Customer code	18547Y
Owners corporation number	1
Plan number	PS632398R

Supplied with this notification is:

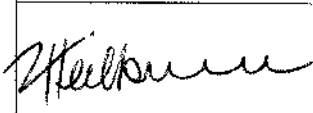
1. The consolidated copy of the rules of the owners corporation currently in force.

2. If applicable, the special resolution passed on 5 November 2012

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: 9 November 2021

Signature or seal of applicant, Australian Legal Practitioner under the *Legal Profession Act 2004* or agent.



TALYA HEILBRUNN
23 Milton Parade, Malvern Vic 3144
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)

**For current information regarding owners corporation, please
obtain an owners corporation search report**

Land Victoria
2 Lonsdale Street
Melbourne VIC 3000
Telephone 03 9194 0601

AV041116V

OWNERS CORPORATIONS 1, 2 & 3 PLAN OF SUBDIVISION PS 632398R

1-19 COLOMBO STREET, MITCHAM

RULES

1. Health, safety and security

1.1 Health, safety and security of Owners, Occupiers and Guests

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
 - (1) use or permit any lot, the Common Property or Services to be used for any purpose which is or may be illegal or harm the reputation of the Development or which does or may cause a nuisance or hazard to any other Owner or Occupier or Guest of any Owner or Occupier;
 - (2) move any article likely to cause damage or obstruction through the Common Property without first notifying the Owners Corporation or the Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present;
 - (3) do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation without the prior written consent of the Owners Corporation;
 - (4) obstruct any fire appliance or fire appliance cupboard, stairway, landing or lift lobby or permit them to be obstructed;
 - (5) use or interfere with any fire safety equipment, except in the case of an emergency, or obstruct any fire stairs or fire escape;
 - (6) install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or may void the Owners Corporation's insurance policy;
 - (7) throw objects or allow objects to fall from a lot or the Common Property; or
 - (8) exceed the floor loadings for the Lot.
- (b) An Owner or Occupier must:
 - (1) ensure the Lot complies with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006, and
 - (2) lock the windows and external doors of the Lot when the Lot is unoccupied.
 - (3) permit at all reasonable time access to the lot to such authorised window cleaners as are appointed by the owners corporation to clean the windows of the building and/or clean the facade of the building.
- (c) The Owners Corporation may arrange and operate a security system to monitor the Common Property, and if it does so:
 - (1) the Owners Corporation is responsible for control of the security system and may engage employees, agents or contractors to operate the system;
 - (2) the security system may, at the discretion of the Owners Corporation, include:
 - (A) the issue of security access cards, devices, codes or systems upon conditions, including payment of a deposit;
 - (B) the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers likely to be a nuisance or a security risk;
 - (C) the right to enter upon any part of the Development to maintain its security;
 - (D) the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
 - (E) that parts of the Common Property are secured against entry; and
 - (F) security patrols, locks and other security devices or procedures to implement or operate it; and
 - (3) the Owners Corporation is not liable for and the Owner releases and indemnifies the Owners Corporation from and against any injury to or death of a person or loss of or damage to property (whether in or on Common Property or in or on a lot) arising because:
 - (A) the security system is not operating; or
 - (B) the security system fails to operate as intended.

1.2 Infectious diseases

- (a) An Owner or Occupier must, if any infectious disease, which may require notification because of any law, affects any person in a lot, give or cause to be given, notice of that fact and any other information which may be required about the disease, to the Owners Corporation.
- (b) The Owner must pay to the Owners Corporation the expense of disinfecting the affected lots (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by that disease.

1.3 Storage of flammable liquids and other dangerous substances and materials

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) store flammable substances in or on a lot or the Common Property without the written consent of the Owners Corporation;
- (b) store or accumulate in or on any lot or the Common Property any matter or substance that is likely to cause fire, danger to life or property; or
- (c) store or accumulate in or on a lot or the Common Property wood, metal, plastics, vehicles, appliances, bric-a-brac, vegetation, glass, bottles or any other flammable items,

but this rule does not apply to:

- (d) chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or
- (e) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

2. Management and administration

2.1 Management and administration of Common Property and Services

The Owners Corporation will manage and administer the Common Property and the Services except to the extent delegated to the Manager.

2.2 Functions of Manager

The Manager may carry out all functions delegated to him by the Owners Corporation.

2.3 Repair and maintenance of Common Property and Services

- (a) Except for the purposes of repair and maintenance where written consent of the Owners Corporation has been obtained, an Owner or Occupier must not do anything or allow anything to be done on or for the Lot or the Common Property so that:
 - (1) any support or shelter provided by the Lot or the Common Property for any other lot or the Common Property is interfered with;
 - (2) the structural and functional integrity of any part of the Common Property or any other lot is impaired; or
 - (3) the passage or provision of Services through the Lot or the Common Property or any other lot is interfered with.
- (b) An Owner or Occupier must compensate the Owners Corporation for any damage to the Common Property or property owned by the Owners Corporation caused by the Owner or Occupier or a Guest.
- (c) An Owner or Occupier must:
 - (1) not instruct any employee, agent or contractor or workman engaged by the Owners Corporation unless specifically authorised so to do by it;
 - (2) direct to the Manager all requests for the Owners Corporation to consider giving directions on a particular matter to an employee, agent, contractor or workman.

2.4 Apportioning of cost of Services

- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from an Owner or Occupier that is more than the amount that the supplier would have charged the Owner or Occupier for the same goods or services.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Owner or Occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Owner or Occupier from the relevant supplier.
- (c) Sub-rule 2.4(b) does not apply if the concession or rebate:
 - (1) must be claimed by the Owner or Occupier and the Owners Corporation has given the Owner or Occupier an opportunity to claim it and the Owner or Occupier has not done so by the payment date set by the relevant supplier; or
 - (2) is paid directly to the Owner or Occupier as a refund.

2.5 Breach of the Rules or Rules of Use

A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use.

3. Use of Common Property

3.1 Use of Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
 - (1) obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;
 - (2) use the Common Property or the Services or permit the Common Property or the Services to be used in a way which unreasonably interferes with or prevents their use by other Owners or Occupiers or their Guests;
 - (3) without the written approval (which may state a period for which the approval is granted) of the Owners Corporation, use any portion of the Common Property for his or her own purposes as a garden;
 - (4) do or permit to be done in or upon the Common Property or the Services anything that may make any insurance for the Development void or voidable or by which the rate or premium of any insurance may increase;
 - (5) keep any animal on the Common Property or in or on Services after the Owners Corporation has resolved that the animal is a danger or is causing a nuisance and given reasonable notice of the resolution to the Owner or Occupier to remove the animal (but this sub-rule does not apply to an animal that assists a person with an impairment or disability);
 - (6) fail to remove an animal that is the subject of a notice under sub-rule (5);
 - (7) hold or permit to be held any auction sale in a lot or on the Common Property;
 - (8) allow a bicycle to be stored anywhere (including in a lot) other than in the areas of the Common Property fitted with bicycle racks and designated by the Owners Corporation or the Manager for that purpose; or
 - (9) bring or move a bicycle into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property designated by the Owners Corporation or its Manager from time to time.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that Guests use the Services strictly under the Rules of Use.
- (c) An Owner or Occupier must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be carried though common areas at all times.
- (d) An Owner or Occupier of a lot must ensure that any animal belong to them does not urinate or defecate on common areas including the ground level external courtyard.

3.2 Vehicles and parking on Common Property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) use or permit to be used any part of a Car Space other than to park a vehicle and must not sub-let or grant any licence to any person to use a Car Space without the consent in writing of the Owners Corporation;
- (b) use or permit to be used any part of the Common Property or a Car Space or any parking space to wash, clean or repair any vehicle;
- (c) unless in the case of an emergency, park or leave a vehicle or permit a vehicle:
 - (1) to be parked in parking spaces which are part of lots other than a Car Space or parking spaces situated on Common Property and allocated for other lots; or
 - (2) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a lot or part of a lot or a parking space; or
 - (3) to be parked or left in any place other than in a parking space,
 - but this sub-rule does not prevent a Guest from using a parking space situated on the Common Property and specified for the use of Guests by the Owners Corporation or the Manager;
- (d) fail to comply with any directions of the Manager or the Owners Corporation about Guest car parking; or
- (e) load and unload vehicles other than entirely within the Development at the locations and at times which cause minimum interference with other vehicles and other than strictly within any Rules of Use.

3.3 Damage to common property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval (which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject) of the Owners Corporation;
- (b) damage a lawn, garden, tree, shrub, plant or flower on the Common Property or
- (c) mark, paint, drive nails, screws or otherwise deface or damage a structure that forms part of the Common Property.

3.4 Use of equipment, Services and amenities on Common Property

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) use or permit the Common Property or the Services to be used for any purpose other than that for which they were designed;
- (b) without the prior written consent of the Owners Corporation, damage or remove any article from the Common Property placed there by direction or authority of the Owners Corporation or use the article for other than its intended use;
- (c) without the prior written authority of the Owners Corporation or the Manager, interfere with the operation of any Services or equipment installed on the Common Property;
- (d) modify any air conditioning, heating or ventilation system or associated ducts servicing a lot without the prior written consent of the Owners Corporation;
- (e) install covering to any Storage Area without the prior written consent of the Owners Corporation; or
- (f) install a covering to any Storage Area which does not comply with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006.

3.5 Drying of laundry on common property or external or visible areas of lots

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not, hang any clothes or articles from or on the outside of a Lot or the Common Property or on or from any balcony, entrance or landing of a Lot or the Common Property.

3.6 Deposit of rubbish and other material on Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
 - (1) store or keep waste or garbage other than in the waste management bins or recycling bins located in the waste and refuse room of the Development as specified by the Owners Corporation; or
 - (2) leave any rubbish or other material on the Common Property.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure Guests:
 - (1) keep all garbage and refuse within the Lot in tidy and secure containers and place the Owner's or Occupier's garbage or refuse for collection under the hygiene regulations of the City of Whitehorse that apply from time to time;
 - (2) remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;
 - (3) appropriately contain and wrap all wet garbage to prevent spillage;
 - (4) ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of an Owner, Occupier, Guest or any other person lawfully using the Common Property;
 - (5) ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped; and
 - (6) dispose of rubbish properly and recycle it where appropriate.

4. Lots

4.1 Use of lots

An Owner or Occupier must, and must take all reasonable steps to ensure that their Guests do:

- (a) comply with all laws about the Lot including, any requirements, notices or orders of any governmental authority and the terms (so far as they are applicable to an Owner or Occupier) of any agreement under section 173 of the Planning and Environment Act 1987 (Vic) affecting the Lot or the Common Properties;

- (b) use the Lot only for residential purposes as permitted under the City of Whitehorse Planning Scheme (save and except the retail lots);
- (c) not use a Car Space other than for storage in a storage unit or parking of vehicles (any items stored within the Car Space must be within a storage unit);
- (d) not change door locks to the lot or depart from any registered key system;
- (e) not misuse plumbing and electrical apparatus;
- (f) keep the Lot clean, free of vermin and in good repair;
- (g) keep all balconies clean, tidy and well maintained;
- (h) keep the Car Space free of oil, coolant, brake fluid and water and pay the cost incurred by the Owner's Corporation if the Owners Corporation exercises its right to clean the Car Space;
- (i) clear each day the contents of the Lot's mail receiving box;
- (j) promptly replace any broken or cracked glass in a Lot; and
- (k) not install a safe in the Lot without submitting to the Owners Corporation a structural engineering report about the proposed installation and obtaining the prior written consent of the Owners Corporation to that installation.
- (l) not dispose or permit disposal of cigarette butts, cigarette ash or any other materials on or over any balconies or terraces forming part of any lot.
- (m) not install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to any part of any lot.
- (n) not do anything to damage, pierce, drive nails, screw or otherwise deface or damage any water proofing membrane that forms part of any balconies or terraces forming part of the lot.

4.2 Change of use of lots

An Owner or Occupier of a Lot must give written notification to the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in away that will affect the insurance premiums for the Owners Corporation.

4.3 Leasing of a lot

- (a) An Owner may lease a Lot but only:
 - (1) by a written lease or tenancy agreement and, if it is a tenancy agreement, if it complies with the provisions of the *Residential Tenancies Act 1997* (Vic); and
 - (2) if that lease or tenancy agreement obliges the tenant to comply with the Rules and the Rules of Use; and
 - (3) if the Owners Corporation so requires, if the tenant signs an agreement confirming acceptance of the Rules and Rules of Use.
- (b) An Owner who leases the Lot must take all reasonable steps, including any action available under a lease or tenancy agreement, to ensure that any tenant of the Lot and any Guest of that tenant complies with the Rules and the Rules of Use.
- (c) An Owner or Occupier must not lease, sub-lease, license, rent or otherwise deal with a lot or permit a lot to be leased, sub-leased, licensed, rented, hired or otherwise dealt with, for any period less than thirty calendar days.

4.4 External appearance of lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) install a screen or barrier to prevent entry of animals or insects, unless the device, screen or barrier is soundly built with transparent mesh and its frame is coloured to match the colour of the window frame or door frame in which it is situated nor allow the screen or barrier installed to be other than in good order and repair;
- (b) allow any balcony or terrace area which forms part of any Lot to be unkempt or unsightly and, when cleaning, cause other than minimal disturbance to other Owners and Occupiers;
- (c) make structural alterations to a lot without the written consent of the Owners Corporation;
- (d) install any additional air conditioning unit or air conditioning condenser without the written consent of the Owners Corporation;
- (e) display any placard, advertisement or sign in or upon the Lot or upon the Common Property whatsoever (this rule includes home offices but excludes the retail lots whereas any such installation is to be subject to any town planning or any other requirement of the City of Whitehorse);
- (f) display any advertising material, logo or signwriting to any external window or glazing or external solid face of a lot whatsoever (this rule includes home offices but excludes the retail lots whereas any such installation is to be subject to any town planning or any other requirement of the City of Whitehorse);

- (g) permit any signage advertising a lot for sale or lease on a lot or Common Property (save and except the retail lots);
- (h) install basketball hoops or similar devices on a Lot or the Common Property;
- (i) install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot;
- (j) allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or treated; or
- (k) paint, finish or fail to maintain the exterior of the Lot in a clean state or otherwise alter the external facade of any Lot or the Common Property.
- (l) position a storage unit within a car space unless that storage unit is a colour and specification as determined by Manager.

4.5 Window furnishings

An Owner or Occupier must not install blinds, curtains or other coverings on the interior of any windows or doors which directly face the outside of a Lot unless the surface of the blinds, curtains or other coverings which faces that outside is white in colour.

4.6 Lots not properly maintained

An Owner must comply with sections 48, 49 and 50 of the Act.

4.7 Maintenance of Planter Boxes

Owners of ground level lots that contain planter boxes must comply with sections 12(1) and 12(2) of the Act and allow the Owners Corporation to maintain those planter boxes and to meet the cost of that planter box maintenance and or planter box plant replacement.

5. Works

5.1 Works Requirements

An Owner must not and must ensure the Occupier does not undertake any Works within or about or for a Lot except under the following requirements:

- (a) the Works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager and then strictly under those permits, approvals and consents, and
- (b) the Works must at all times be undertaken in a reasonable manner which minimises any nuisance, annoyance, disturbance and inconvenience from the Works to other Owners or Occupiers;

5.2 Requirements before proceeding with Works

An Owner must not proceed with any Works until the Owner:

- (a) submits to the Owners Corporation plans and specifications of any Works proposed by the Owner which affect the external appearance of the Development or any of the lots or Common Property or which affect the Development's structure or Services or the fire or acoustic ratings of any component of the Development;
- (b) supplies to the Owners Corporation any further particulars of those proposed Works the Owners Corporation requests to enable the Owners Corporation to be reasonably satisfied that those proposed Works accord with the aesthetic and orderly development of the Development and do not endanger the Development or any part of it;
- (c) receives written approval for those Works from the Owners Corporation which may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner engaged by the Owners Corporation to consider the plans and specifications) are met by the Owner; and
- (d) pays the reasonable costs referred to in (c) to the Owners Corporation.

5.3 Directions and Supervision

An Owner must ensure that the Owner and the Owner's employees, agents and contractors undertaking Works comply with the proper and reasonable directions of the Owners Corporation and Manager about the method of building operation, means of access, use of the Common property, on site management and building protection and hours of work (and the main Development entrances and lobbies as determined by the Manager must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that the employees, agents and contractors are supervised in carrying out the Works to minimise any damage to or dirtying of the Common Property and Services.

5.4 Contractors or tradespersons only to use designated areas

An Owner must ensure that any contractor or tradesperson may only use the basement, lift lobbies or other areas specifically designated by the Owners Corporation or Manager for entry and exit.

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5.5 Owner to make good damage

An Owner must immediately make good all damage to, and dirtying of, the Development, the Common Property, the Services or any fixtures fittings and finishes caused by the Works and if the Owner fails to do so within a reasonable period of time the Owners Corporation may in its absolute discretion make good the damage and dirtying and if so the Owner must indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

5.6 Times for work on or in lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) permit any tradesman, contractor or other person carrying out any Works to be on or in the Lot or the Common Property:
 - (1) on any public holiday or a Sunday; or
 - (2) before 7.00 am or after 6.00 pm Monday to Friday; or
 - (3) before 9.00 am or after 6.00 pm on a Saturday;
 except in the case of an emergency which includes:
 - (A) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;
 - (B) a leak or similar problem requiring prompt attention; or
 - (C) cracking or a similar problem likely to affect the immediate safety of the building in which the Lot is situated.

6. Behaviour of persons

6.1 Behaviour of Owners, Occupiers and Guests on Common Property

- (a) An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:
 - (1) unreasonably create any noise or behave in a manner likely to interfere with the peaceful enjoyment of any person entitled to use the Common Property but this rule does not apply to the making of noise if the Owners Corporation has given written permission for the noise to be made;
 - (2) encourage birds by feeding them;
 - (3) consume alcohol on, allow consumption of alcohol on, or the taking of glassware onto the common property;
 - (4) use or allow to be used in or on the Common Property, skateboards, rollerskates or roller blades;
 - (5) smoke in the stairwells, lifts, foyers or vehicle parking spaces or the parts of the Common Property the Owners Corporation or the Manager designates from time to time;
 - (6) dispose of cigarette butts, ash or any other rubbish over a balcony; or
 - (7) use the Lot for any purpose that may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other Owner or Occupier or their Guests.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that a Guest must:
 - (1) when on Common Property or in or on any part of a lot visible from another lot or from Common Property be adequately clothed and not use language or behave in a manner likely to or which does cause offence or embarrassment to an Owner, Occupier, Guest or to any person lawfully using Common Property;
 - (2) observe the terms of any notice displayed in any part of the Common Property by authority of the Owners Corporation or by the Manager at his discretion of any statutory authority; and
 - (3) comply with the Rules and the Rules of Use.

6.2 Noise and other nuisance control

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) use hammer drills or jack hammers in a lot between the hours of 2.00 pm and 10.00 am on weekdays or on weekends at all; or
- (b) make or allow to be made noise from music or machinery which may be heard outside the Lot between the hours of 11.00 pm and 8.00 am.

7. Dispute resolution

7.1 Dispute resolution, including internal grievance procedures, hearing procedures and communication procedures

- (a) The grievance procedure set out in this rule applies to disputes involving an Owner, Manager, Occupier or the Owners Corporation.
- (b) The party making the complaint must prepare a written statement in the Approved Form.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (d) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.
- (h) This process is separate from and does not limit any further action under Part 10 of the Act.

8. Notices

8.1 Notice of damage to Common Property

An Owner or Occupier must promptly notify the Owners Corporation or its Manager of any damage to or defect in the Common Property or any personal property of the Owners Corporation.

8.2 Notice of accidents or faults

An Owner or Occupier must promptly notify the Owners Corporation of any accident to or fault in:

- (a) the water pipes, gas pipes, electrical fixtures or installations; and
- (b) any equipment or construction (including exit lights) required to ensure the safety of persons using the Common Property.

9. Retail Lots

9.1 Storage

A Proprietor or occupier of a Lot in operating any business must not except with the prior written consent of the Owners Corporation and at their own risk, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than cleaning chemicals or liquids for normal and lawful purposes.

9.2 Rubbish

- (a) A Proprietor or occupier of a Lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- (b) A Proprietor or occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - (1) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation; and
 - (2) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
 - (3) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation; and
 - (4) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the common property.
 - (5) ensure a minimum rubbish collection frequency of 2 days so as to ensure no build up of waste and smells and to meet the related cost of service.

9.3 Safety Warden

Any employee or agent of a Lot owner or occupier are to act as wardens of the Lot and must accept safety instructions in relation to fire and other emergencies.

10. Special Rules for the Developer

Up until the sale and settlement of the last lot owned by the developer within the development, nothing in these rules will prevent or hinder the Developer from completing construction for improvements being the Lots and Common Property and nothing in these rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (c) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purpose of selling or leasing Lots;
- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (f) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;
- (g) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- (h) exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the development on the Land;
- (i) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out and works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and
- (j) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

11. Definitions

In these rules unless the context otherwise requires the following definitions apply:

"Act" means the *Owners Corporations Act 2006* (Vic);

"Approved Form" means the form prescribed under the *Owners Corporations Regulations 2007*;

"Car Space" means an Owner's Car Space Lot or that part of an Owner's lot as shown in the basement diagrams on the Plan of Subdivision;

"Common Property" means any common property as shown and described on the Plan of Subdivision as Common Property Nos. 1, 2 & 3 as applicable;

"Development" means the development on the land in the Plan of Subdivision including the buildings located at 1-19 Colombo Street, Mitcham;

"Guest" means a person who is a guest, visitor, invitee, family member or friend of an Owner or Occupier of a lot;

"Lease" includes rent, let and license the Lot or any part of it;

"Lot" means the lot on the Plan of Subdivision owned or occupied by that Owner or Occupier;

"Manager" means the building manager or the manager appointed by the Owners Corporation;

"Occupier" means a person who occupies a lot on the Plan of Subdivision;

"Owner" means an owner of a lot on the Plan of Subdivision;

"Owners Corporation" means Owners Corporation 1, 2 & 3 of the Plan of Subdivision as applicable;

"Plan of Subdivision" means Plan of Subdivision No PS 632398R;

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"Regulations" means the Owners Corporations Regulations 2007 (Vic);

"Retail Lots" means Lots 1 & 2;

"Rules" means the rules in this document;

"Rules of Use" means any directions, notices or rules of use made by the Manager or the Owners Corporation from time to time for the proper management and administration of the Common Properties;

"Services" means the services, installations, facilities, plant or equipment provided to the Development;

"Works" means any construction, alteration, repair, refurbishment, addition, renovation, or fitting out of a lot, building, other structure and plant and equipment to be used to provide Services.

I certify that this is a true copy of the Consolidated Rules made by Special Resolution at the First General Meeting of the Owners Corporation on the 5th day of NOVEMBER 2012.

Signed: [Signature]

Name: DANIELLE STRIMLING

Office held: OWNER CORPORATION MANAGER

Address: 443 LVL 4 1 QUEENS RD MELBOURNE

Date: 25/10/2021.

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Notification of making, amendment or revocation of owners corporation rules

Section 142 Owners Corporation Act 2006

Privacy collection statement

The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

Lodged by	CLP Lawyers Pty Ltd
Name	CLP Lawyers Pty Ltd – Talya Heilbrunn
Phone	9042 2070
Address	Ground Floor, 23 Milton Parade, Malvern Vic 3144
Reference	21276-2
Customer code	18547Y
Owners corporation number	2
Plan number	PS632398R

Supplied with this notification is:

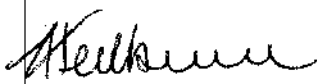
1. The consolidated copy of the rules of the owners corporation currently in force.

2. If applicable, the special resolution passed on 5 November 2012

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: 9 November 2021

Signature or seal of applicant, Australian Legal Practitioner under the *Legal Profession Act 2004* or agent.



TALYA HEILBRUNN
23 Milton Parade, Malvern Vic 3144
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)

**For current information regarding owners corporation, please
obtain an owners corporation search report**

Land Victoria
2 Lonsdale Street
Melbourne VIC 3000
Telephone 03 9194 0601

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OWNERS CORPORATIONS 1, 2 & 3 PLAN OF SUBDIVISION PS 632398R

1-19 COLOMBO STREET, MITCHAM

RULES

1. Health, safety and security

1.1 Health, safety and security of Owners, Occupiers and Guests

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
 - (1) use or permit any lot, the Common Property or Services to be used for any purpose which is or may be illegal or harm the reputation of the Development or which does or may cause a nuisance or hazard to any other Owner or Occupier or Guest of any Owner or Occupier;
 - (2) move any article likely to cause damage or obstruction through the Common Property without first notifying the Owners Corporation or the Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present;
 - (3) do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation without the prior written consent of the Owners Corporation;
 - (4) obstruct any fire appliance or fire appliance cupboard, stairway, landing or lift lobby or permit them to be obstructed;
 - (5) use or interfere with any fire safety equipment, except in the case of an emergency, or obstruct any fire stairs or fire escape;
 - (6) install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or may void the Owners Corporation's insurance policy;
 - (7) throw objects or allow objects to fall from a lot or the Common Property; or
 - (8) exceed the floor loadings for the Lot.
- (b) An Owner or Occupier must:
 - (1) ensure the Lot complies with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006, and
 - (2) lock the windows and external doors of the Lot when the Lot is unoccupied.
 - (3) permit at all reasonable time access to the lot to such authorised window cleaners as are appointed by the owners corporation to clean the windows of the building and/or clean the facade of the building.
- (c) The Owners Corporation may arrange and operate a security system to monitor the Common Property, and if it does so:
 - (1) the Owners Corporation is responsible for control of the security system and may engage employees, agents or contractors to operate the system;
 - (2) the security system may, at the discretion of the Owners Corporation, include:
 - (A) the issue of security access cards, devices, codes or systems upon conditions, including payment of a deposit;
 - (B) the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers likely to be a nuisance or a security risk;
 - (C) the right to enter upon any part of the Development to maintain its security;
 - (D) the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
 - (E) that parts of the Common Property are secured against entry; and
 - (F) security patrols, locks and other security devices or procedures to implement or operate it; and
 - (3) the Owners Corporation is not liable for and the Owner releases and indemnifies the Owners Corporation from and against any injury to or death of a person or loss of or damage to property (whether in or on Common Property or in or on a lot) arising because:
 - (A) the security system is not operating; or
 - (B) the security system fails to operate as intended.

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1.2 Infectious diseases

- (a) An Owner or Occupier must, if any infectious disease, which may require notification because of any law, affects any person in a lot, give or cause to be given, notice of that fact and any other information which may be required about the disease, to the Owners Corporation.
- (b) The Owner must pay to the Owners Corporation the expense of disinfecting the affected lots (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by that disease.

1.3 Storage of flammable liquids and other dangerous substances and materials

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) store flammable substances in or on a lot or the Common Property without the written consent of the Owners Corporation;
- (b) store or accumulate in or on any lot or the Common Property any matter or substance that is likely to cause fire, danger to life or property; or
- (c) store or accumulate in or on a lot or the Common Property wood, metal, plastics, vehicles, appliances, bric-a-brac, vegetation, glass, bottles or any other flammable items,

but this rule does not apply to:

- (d) chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or
- (e) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

2. Management and administration

2.1 Management and administration of Common Property and Services

The Owners Corporation will manage and administer the Common Property and the Services except to the extent delegated to the Manager.

2.2 Functions of Manager

The Manager may carry out all functions delegated to him by the Owners Corporation.

2.3 Repair and maintenance of Common Property and Services

- (a) Except for the purposes of repair and maintenance where written consent of the Owners Corporation has been obtained, an Owner or Occupier must not do anything or allow anything to be done on or for the Lot or the Common Property so that:
 - (1) any support or shelter provided by the Lot or the Common Property for any other lot or the Common Property is interfered with;
 - (2) the structural and functional integrity of any part of the Common Property or any other lot is impaired; or
 - (3) the passage or provision of Services through the Lot or the Common Property or any other lot is interfered with.
- (b) An Owner or Occupier must compensate the Owners Corporation for any damage to the Common Property or property owned by the Owners Corporation caused by the Owner or Occupier or a Guest.
- (c) An Owner or Occupier must:
 - (1) not instruct any employee, agent or contractor or workman engaged by the Owners Corporation unless specifically authorised so to do by it;
 - (2) direct to the Manager all requests for the Owners Corporation to consider giving directions on a particular matter to an employee, agent, contractor or workman.

2.4 Apportioning of cost of Services

- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from an Owner or Occupier that is more than the amount that the supplier would have charged the Owner or Occupier for the same goods or services.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Owner or Occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Owner or Occupier from the relevant supplier.
- (c) Sub-rule 2.4(b) does not apply if the concession or rebate:
 - (1) must be claimed by the Owner or Occupier and the Owners Corporation has given the Owner or Occupier an opportunity to claim it and the Owner or Occupier has not done so by the payment date set by the relevant supplier; or
 - (2) is paid directly to the Owner or Occupier as a refund.

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2.5 Breach of the Rules or Rules of Use

A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use.

3. Use of Common Property

3.1 Use of Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
 - (1) obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;
 - (2) use the Common Property or the Services or permit the Common Property or the Services to be used in a way which unreasonably interferes with or prevents their use by other Owners or Occupiers or their Guests;
 - (3) without the written approval (which may state a period for which the approval is granted) of the Owners Corporation, use any portion of the Common Property for his or her own purposes as a garden;
 - (4) do or permit to be done in or upon the Common Property or the Services anything that may make any insurance for the Development void or voidable or by which the rate or premium of any insurance may increase;
 - (5) keep any animal on the Common Property or in or on Services after the Owners Corporation has resolved that the animal is a danger or is causing a nuisance and given reasonable notice of the resolution to the Owner or Occupier to remove the animal (but this sub-rule does not apply to an animal that assists a person with an impairment or disability);
 - (6) fail to remove an animal that is the subject of a notice under sub-rule (5);
 - (7) hold or permit to be held any auction sale in a lot or on the Common Property;
 - (8) allow a bicycle to be stored anywhere (including in a lot) other than in the areas of the Common Property fitted with bicycle racks and designated by the Owners Corporation or the Manager for that purpose; or
 - (9) bring or move a bicycle into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property designated by the Owners Corporation or its Manager from time to time.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that Guests use the Services strictly under the Rules of Use.
- (c) An Owner or Occupier must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be carried though common areas at all times.
- (d) An Owner or Occupier of a lot must ensure that any animal belong to them does not urinate or defecate on common areas including the ground level external courtyard.

3.2 Vehicles and parking on Common Property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) use or permit to be used any part of a Car Space other than to park a vehicle and must not sub-let or grant any licence to any person to use a Car Space without the consent in writing of the Owners Corporation;
- (b) use or permit to be used any part of the Common Property or a Car Space or any parking space to wash, clean or repair any vehicle;
- (c) unless in the case of an emergency, park or leave a vehicle or permit a vehicle:
 - (1) to be parked in parking spaces which are part of lots other than a Car Space or parking spaces situated on Common Property and allocated for other lots; or
 - (2) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a lot or part of a lot or a parking space; or
 - (3) to be parked or left in any place other than in a parking space,

but this sub-rule does not prevent a Guest from using a parking space situated on the Common Property and specified for the use of Guests by the Owners Corporation or the Manager;
- (d) fail to comply with any directions of the Manager or the Owners Corporation about Guest car parking; or
- (e) load and unload vehicles other than entirely within the Development at the locations and at times which cause minimum interference with other vehicles and other than strictly within any Rules of Use.

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3.3 Damage to common property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval (which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject) of the Owners Corporation;
- (b) damage a lawn, garden, tree, shrub, plant or flower on the Common Property or
- (c) mark, paint, drive nails, screws or otherwise deface or damage a structure that forms part of the Common Property.

3.4 Use of equipment, Services and amenities on Common Property

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) use or permit the Common Property or the Services to be used for any purpose other than that for which they were designed;
- (b) without the prior written consent of the Owners Corporation, damage or remove any article from the Common Property placed there by direction or authority of the Owners Corporation or use the article for other than its intended use;
- (c) without the prior written authority of the Owners Corporation or the Manager, interfere with the operation of any Services or equipment installed on the Common Property;
- (d) modify any air conditioning, heating or ventilation system or associated ducts servicing a lot without the prior written consent of the Owners Corporation;
- (e) install covering to any Storage Area without the prior written consent of the Owners Corporation; or
- (f) install a covering to any Storage Area which does not comply with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006.

3.5 Drying of laundry on common property or external or visible areas of lots

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not, hang any clothes or articles from or on the outside of a Lot or the Common Property or on or from any balcony, entrance or landing of a Lot or the Common Property.

3.6 Deposit of rubbish and other material on Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
 - (1) store or keep waste or garbage other than in the waste management bins or recycling bins located in the waste and refuse room of the Development as specified by the Owners Corporation; or
 - (2) leave any rubbish or other material on the Common Property.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure Guests:
 - (1) keep all garbage and refuse within the Lot in tidy and secure containers and place the Owner's or Occupier's garbage or refuse for collection under the hygiene regulations of the City of Whitehorse that apply from time to time;
 - (2) remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;
 - (3) appropriately contain and wrap all wet garbage to prevent spillage;
 - (4) ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of an Owner, Occupier, Guest or any other person lawfully using the Common Property;
 - (5) ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped; and
 - (6) dispose of rubbish properly and recycle it where appropriate.

4. Lots

4.1 Use of lots

An Owner or Occupier must, and must take all reasonable steps to ensure that their Guests do:

- (a) comply with all laws about the Lot including, any requirements, notices or orders of any governmental authority and the terms (so far as they are applicable to an Owner or Occupier) of any agreement under section 173 of the Planning and Environment Act 1987 (Vic) affecting the Lot or the Common Properties;

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- (b) use the Lot only for residential purposes as permitted under the City of Whitehorse Planning Scheme (save and except the retail lots);
- (c) not use a Car Space other than for storage in a storage unit or parking of vehicles (any items stored within the Car Space must be within a storage unit);
- (d) not change door locks to the lot or depart from any registered key system;
- (e) not misuse plumbing and electrical apparatus;
- (f) keep the Lot clean, free of vermin and in good repair;
- (g) keep all balconies clean, tidy and well maintained;
- (h) keep the Car Space free of oil, coolant, brake fluid and water and pay the cost incurred by the Owner's Corporation if the Owners Corporation exercises its right to clean the Car Space;
- (i) clear each day the contents of the Lot's mail receiving box;
- (j) promptly replace any broken or cracked glass in a Lot; and
- (k) not install a safe in the Lot without submitting to the Owners Corporation a structural engineering report about the proposed installation and obtaining the prior written consent of the Owners Corporation to that installation.
- (l) not dispose or permit disposal of cigarette butts, cigarette ash or any other materials on or over any balconies or terraces forming part of any lot.
- (m) not install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to any part of any lot.
- (n) not do anything to damage, pierce, drive nails, screw or otherwise deface or damage any water proofing membrane that forms part of any balconies or terraces forming part of the lot.

4.2 Change of use of lots

An Owner or Occupier of a Lot must give written notification to the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in away that will affect the insurance premiums for the Owners Corporation.

4.3 Leasing of a lot

- (a) An Owner may lease a Lot but only:
 - (1) by a written lease or tenancy agreement and, if it is a tenancy agreement, if it complies with the provisions of the *Residential Tenancies Act 1997* (Vic); and
 - (2) if that lease or tenancy agreement obliges the tenant to comply with the Rules and the Rules of Use; and
 - (3) if the Owners Corporation so requires, if the tenant signs an agreement confirming acceptance of the Rules and Rules of Use.
- (b) An Owner who leases the Lot must take all reasonable steps, including any action available under a lease or tenancy agreement, to ensure that any tenant of the Lot and any Guest of that tenant complies with the Rules and the Rules of Use.
- (c) An Owner or Occupier must not lease, sub-lease, license, rent or otherwise deal with a lot or permit a lot to be leased, sub-leased, licensed, rented, hired or otherwise dealt with, for any period less than thirty calendar days.

4.4 External appearance of lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) install a screen or barrier to prevent entry of animals or insects, unless the device, screen or barrier is soundly built with transparent mesh and its frame is coloured to match the colour of the window frame or door frame in which it is situated nor allow the screen or barrier installed to be other than in good order and repair;
- (b) allow any balcony or terrace area which forms part of any Lot to be unkempt or unsightly and, when cleaning, cause other than minimal disturbance to other Owners and Occupiers;
- (c) make structural alterations to a lot without the written consent of the Owners Corporation;
- (d) install any additional air conditioning unit or air conditioning condenser without the written consent of the Owners Corporation;
- (e) display any placard, advertisement or sign in or upon the Lot or upon the Common Property whatsoever (this rule includes home offices but excludes the retail lots whereas any such installation is to be subject to any town planning or any other requirement of the City of Whitehorse);
- (f) display any advertising material, logo or signwriting to any external window or glazing or external solid face of a lot whatsoever (this rule includes home offices but excludes the retail lots whereas any such installation is to be subject to any town planning or any other requirement of the City of Whitehorse);

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- (g) permit any signage advertising a lot for sale or lease on a lot or Common Property (save and except the retail lots);
- (h) install basketball hoops or similar devices on a Lot or the Common Property;
- (i) install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot;
- (j) allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or treated; or
- (k) paint, finish or fail to maintain the exterior of the Lot in a clean state or otherwise alter the external facade of any Lot or the Common Property.
- (l) position a storage unit within a car space unless that storage unit is a colour and specification as determined by Manager.

4.5 Window furnishings

An Owner or Occupier must not install blinds, curtains or other coverings on the interior of any windows or doors which directly face the outside of a Lot unless the surface of the blinds, curtains or other coverings which faces that outside is white in colour.

4.6 Lots not properly maintained

An Owner must comply with sections 48, 49 and 50 of the Act.

4.7 Maintenance of Planter Boxes

Owners of ground level lots that contain planter boxes must comply with sections 12(1) and 12(2) of the Act and allow the Owners Corporation to maintain those planter boxes and to meet the cost of that planter box maintenance and or planter box plant replacement.

5. Works

5.1 Works Requirements

An Owner must not and must ensure the Occupier does not undertake any Works within or about or for a Lot except under the following requirements:

- (a) the Works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager and then strictly under those permits, approvals and consents, and
- (b) the Works must at all times be undertaken in a reasonable manner which minimises any nuisance, annoyance, disturbance and inconvenience from the Works to other Owners or Occupiers;

5.2 Requirements before proceeding with Works

An Owner must not proceed with any Works until the Owner:

- (a) submits to the Owners Corporation plans and specifications of any Works proposed by the Owner which affect the external appearance of the Development or any of the lots or Common Property or which affect the Development's structure or Services or the fire or acoustic ratings of any component of the Development;
- (b) supplies to the Owners Corporation any further particulars of those proposed Works the Owners Corporation requests to enable the Owners Corporation to be reasonably satisfied that those proposed Works accord with the aesthetic and orderly development of the Development and do not endanger the Development or any part of it;
- (c) receives written approval for those Works from the Owners Corporation which may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner engaged by the Owners Corporation to consider the plans and specifications) are met by the Owner; and
- (d) pays the reasonable costs referred to in (c) to the Owners Corporation.

5.3 Directions and Supervision

An Owner must ensure that the Owner and the Owner's employees, agents and contractors undertaking Works comply with the proper and reasonable directions of the Owners Corporation and Manager about the method of building operation, means of access, use of the Common property, on site management and building protection and hours of work (and the main Development entrances and lobbies as determined by the Manager must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that the employees, agents and contractors are supervised in carrying out the Works to minimise any damage to or dirtying of the Common Property and Services.

5.4 Contractors or tradespersons only to use designated areas

An Owner must ensure that any contractor or tradesperson may only use the basement, lift lobbies or other areas specifically designated by the Owners Corporation or Manager for entry and exit.

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5.5 Owner to make good damage

An Owner must immediately make good all damage to, and dirtying of, the Development, the Common Property, the Services or any fixtures fittings and finishes caused by the Works and if the Owner fails to do so within a reasonable period of time the Owners Corporation may in its absolute discretion make good the damage and dirtying and if so the Owner must indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

5.6 Times for work on or in lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) permit any tradesman, contractor or other person carrying out any Works to be on or in the Lot or the Common Property:
 - (1) on any public holiday or a Sunday; or
 - (2) before 7.00 am or after 6.00 pm Monday to Friday; or
 - (3) before 9.00 am or after 6.00 pm on a Saturday;
 except in the case of an emergency which includes:
 - (A) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;
 - (B) a leak or similar problem requiring prompt attention; or
 - (C) cracking or a similar problem likely to affect the immediate safety of the building in which the Lot is situated.

6. Behaviour of persons

6.1 Behaviour of Owners, Occupiers and Guests on Common Property

- (a) An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:
 - (1) unreasonably create any noise or behave in a manner likely to interfere with the peaceful enjoyment of any person entitled to use the Common Property but this rule does not apply to the making of noise if the Owners Corporation has given written permission for the noise to be made;
 - (2) encourage birds by feeding them;
 - (3) consume alcohol on, allow consumption of alcohol on, or the taking of glassware onto the common property;
 - (4) use or allow to be used in or on the Common Property, skateboards, rollerskates or roller blades;
 - (5) smoke in the stairwells, lifts, foyers or vehicle parking spaces or the parts of the Common Property the Owners Corporation or the Manager designates from time to time;
 - (6) dispose of cigarette butts, ash or any other rubbish over a balcony; or
 - (7) use the Lot for any purpose that may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other Owner or Occupier or their Guests.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that a Guest must:
 - (1) when on Common Property or in or on any part of a lot visible from another lot or from Common Property be adequately clothed and not use language or behave in a manner likely to or which does cause offence or embarrassment to an Owner, Occupier, Guest or to any person lawfully using Common Property;
 - (2) observe the terms of any notice displayed in any part of the Common Property by authority of the Owners Corporation or by the Manager at his discretion of any statutory authority; and
 - (3) comply with the Rules and the Rules of Use.

6.2 Noise and other nuisance control

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) use hammer drills or jack hammers in a lot between the hours of 2.00 pm and 10.00 am on weekdays or on weekends at all; or
- (b) make or allow to be made noise from music or machinery which may be heard outside the Lot between the hours of 11.00 pm and 8.00 am.

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7. Dispute resolution

7.1 Dispute resolution, including internal grievance procedures, hearing procedures and communication procedures

- (a) The grievance procedure set out in this rule applies to disputes involving an Owner, Manager, Occupier or the Owners Corporation.
- (b) The party making the complaint must prepare a written statement in the Approved Form.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (d) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.
- (h) This process is separate from and does not limit any further action under Part 10 of the Act.

8. Notices

8.1 Notice of damage to Common Property

An Owner or Occupier must promptly notify the Owners Corporation or its Manager of any damage to or defect in the Common Property or any personal property of the Owners Corporation.

8.2 Notice of accidents or faults

An Owner or Occupier must promptly notify the Owners Corporation of any accident to or fault in:

- (a) the water pipes, gas pipes, electrical fixtures or installations; and
- (b) any equipment or construction (including exit lights) required to ensure the safety of persons using the Common Property.

9. Retail Lots

9.1 Storage

A Proprietor or occupier of a Lot in operating any business must not except with the prior written consent of the Owners Corporation and at their own risk, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than cleaning chemicals or liquids for normal and lawful purposes.

9.2 Rubbish

- (a) A Proprietor or occupier of a Lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- (b) A Proprietor or occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - (1) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation; and
 - (2) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
 - (3) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation; and
 - (4) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the common property.
 - (5) ensure a minimum rubbish collection frequency of 2 days so as to ensure no build up of waste and smells and to meet the related cost of service.

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9.3 Safety Warden

Any employee or agent of a Lot owner or occupier are to act as wardens of the Lot and must accept safety instructions in relation to fire and other emergencies.

10. Special Rules for the Developer

Up until the sale and settlement of the last lot owned by the developer within the development, nothing in these rules will prevent or hinder the Developer from completing construction for improvements being the Lots and Common Property and nothing in these rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (c) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purpose of selling or leasing Lots;
- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (f) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;
- (g) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- (h) exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the development on the Land;
- (i) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out and works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and
- (j) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

11. Definitions

In these rules unless the context otherwise requires the following definitions apply:

"Act" means the *Owners Corporations Act 2006* (Vic);

"Approved Form" means the form prescribed under the *Owners Corporations Regulations 2007*;

"Car Space" means an Owner's Car Space Lot or that part of an Owner's lot as shown in the basement diagrams on the Plan of Subdivision;

"Common Property" means any common property as shown and described on the Plan of Subdivision as Common Property Nos. 1, 2 & 3 as applicable;

"Development" means the development on the land in the Plan of Subdivision including the buildings located at 1-19 Colombo Street, Mitcham;

"Guest" means a person who is a guest, visitor, invitee, family member or friend of an Owner or Occupier of a lot;

"Lease" includes rent, let and license the Lot or any part of it;

"Lot" means the lot on the Plan of Subdivision owned or occupied by that Owner or Occupier;

"Manager" means the building manager or the manager appointed by the Owners Corporation;

"Occupier" means a person who occupies a lot on the Plan of Subdivision;

"Owner" means an owner of a lot on the Plan of Subdivision;

"Owners Corporation" means Owners Corporation 1, 2 & 3 of the Plan of Subdivision as applicable;

"Plan of Subdivision" means Plan of Subdivision No PS 632398R;

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"Regulations" means the Owners Corporations Regulations 2007 (Vic);

"Retail Lots" means Lots 1 & 2;

"Rules" means the rules in this document;

"Rules of Use" means any directions, notices or rules of use made by the Manager or the Owners Corporation from time to time for the proper management and administration of the Common Properties;

"Services" means the services, installations, facilities, plant or equipment provided to the Development;

"Works" means any construction, alteration, repair, refurbishment, addition, renovation, or fitting out of a lot, building, other structure and plant and equipment to be used to provide Services.

I certify that this is a true copy of the Consolidated Rules made by Special Resolution at the First General Meeting of the Owners Corporation on the 5th day of NOVEMBER 2012.

Signed: [Signature]

Name: DANIELLE STRIMLING

Office held: OWNER CORPORATION MANAGER

Address: 443 LVL 4 1 QUEENS RD MELBOURNE

Date: 25/10/2021

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1078563

APPLICANT'S NAME & ADDRESS

TICK BOX CONVEYANCING SERVICES C/- INFOTRACK
(LEAP) C/- LANDATA

DOCKLANDS

VENDOR

MONCRIEFF, JANETTE LINDA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

450448

This certificate is issued for:

LOT 201A PLAN PS632398 ALSO KNOWN AS 201A/1 COLOMBO STREET MITCHAM
WHITEHORSE CITY

The land is covered by the:

WHITEHORSE PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a MIXED USE ZONE
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5
- and a ENVIRONMENTAL AUDIT OVERLAY
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/whitehorse>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

15 October 2024

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

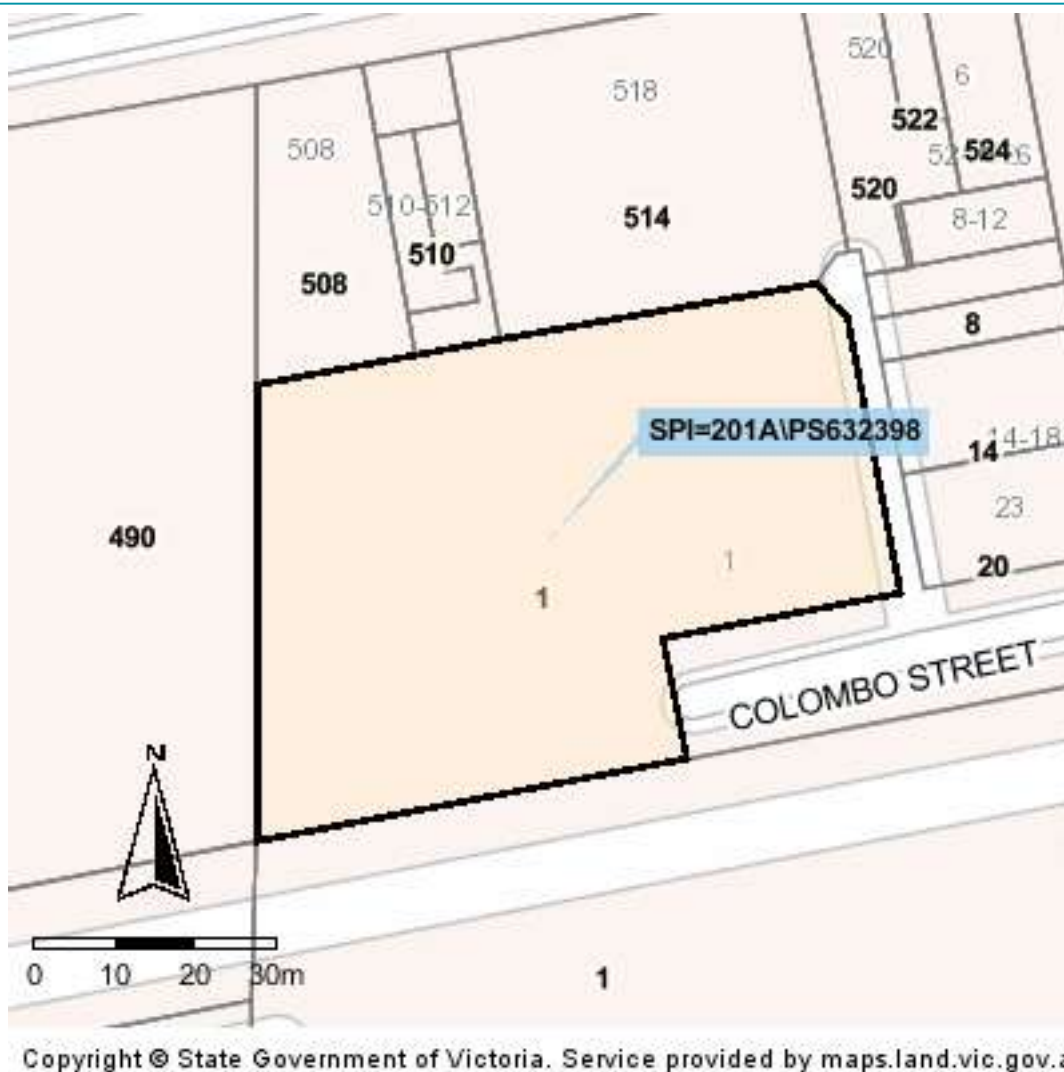
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Tick Box Conveyancing Services C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 450448

NO PROPOSALS. As at the 15th October 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 201A 1 COLOMBO STREET, MITCHAM 3132
CITY OF WHITEHORSE

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 15th October 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74573061 - 74573061091846 '450448'

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 15 October 2024 09:11 AM

PROPERTY DETAILS

Address: **201A/1 COLOMBO STREET MITCHAM 3132**
Lot and Plan Number: **Lot 201A PS632398**
Standard Parcel Identifier (SPI): **201A\PS632398**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **265602**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 48 J9**

www.whitehorse.vic.gov.au

[Planning Scheme - Whitehorse](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **RINGWOOD**

OTHER

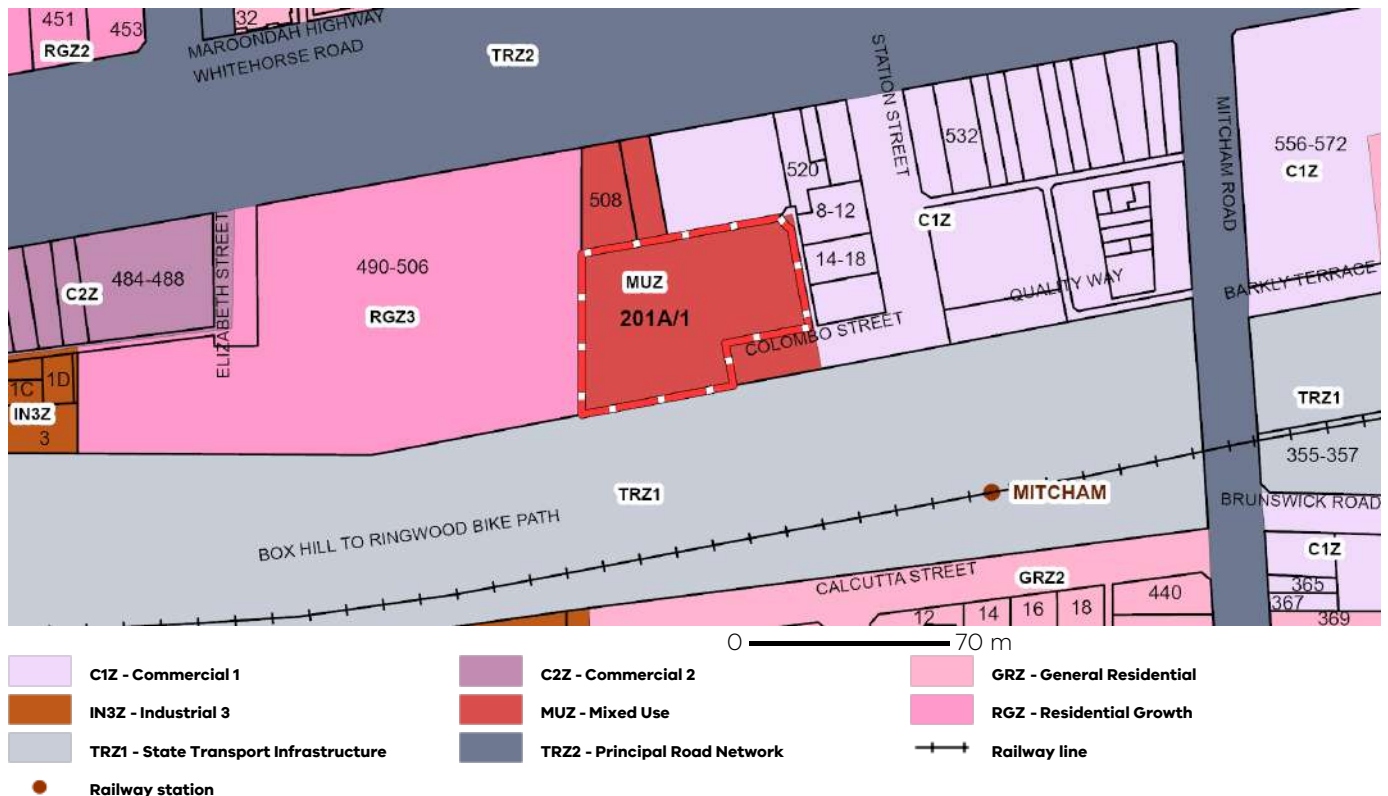
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[MIXED USE ZONE \(MUZ\)](#)

[SCHEDULE TO THE MIXED USE ZONE \(MUZ\)](#)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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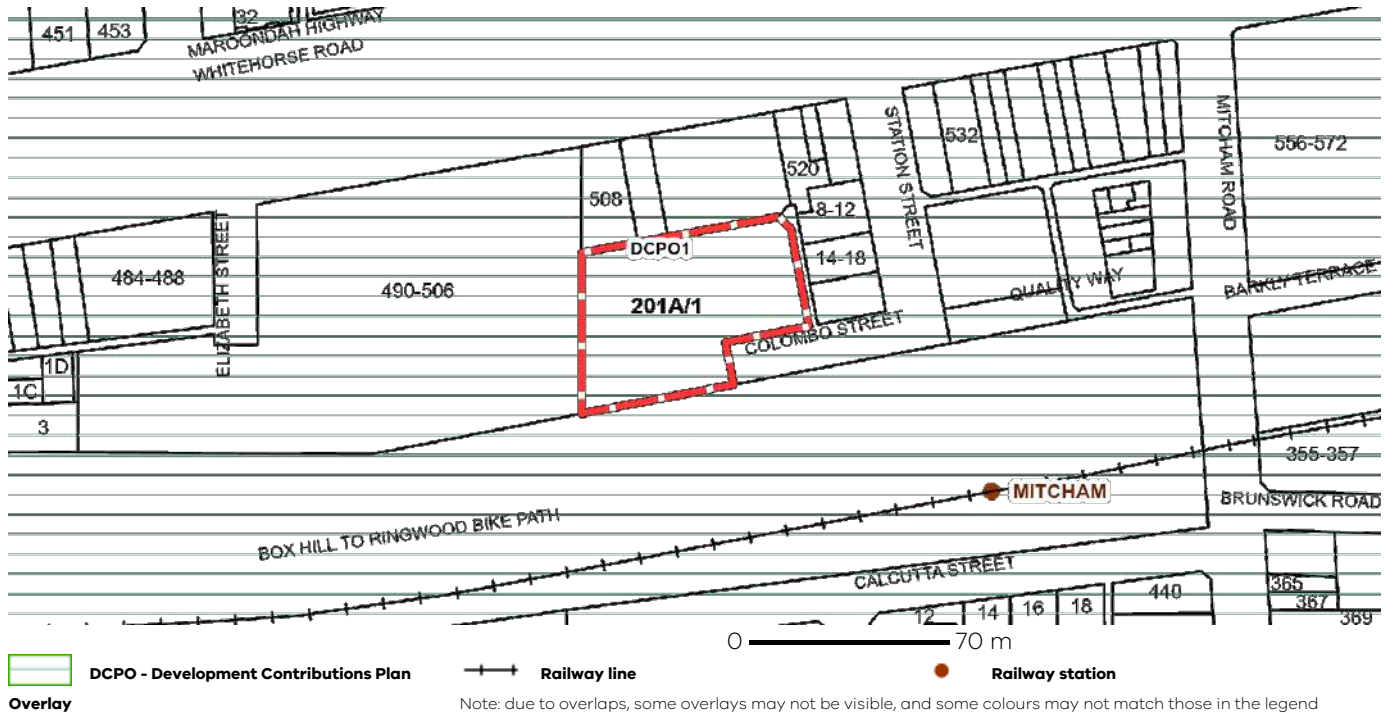
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



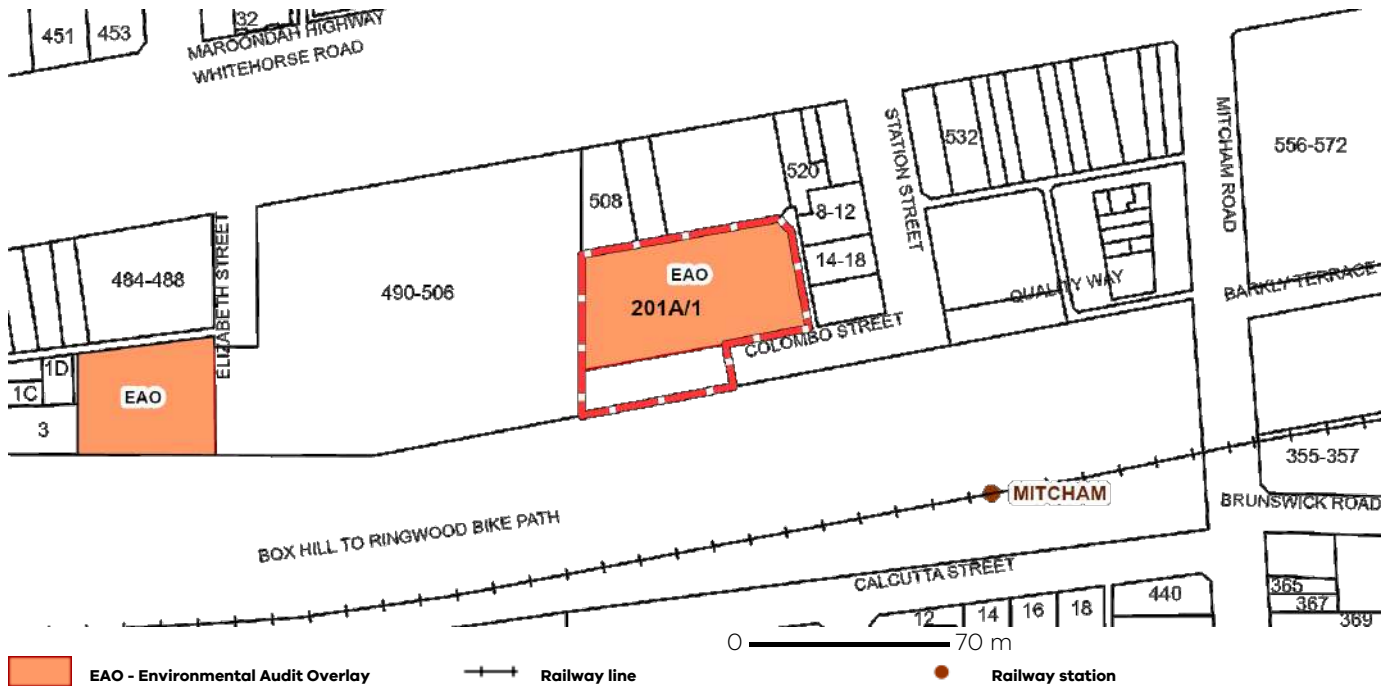
DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5 (DDO5)



Planning Overlays

ENVIRONMENTAL AUDIT OVERLAY (EAO)

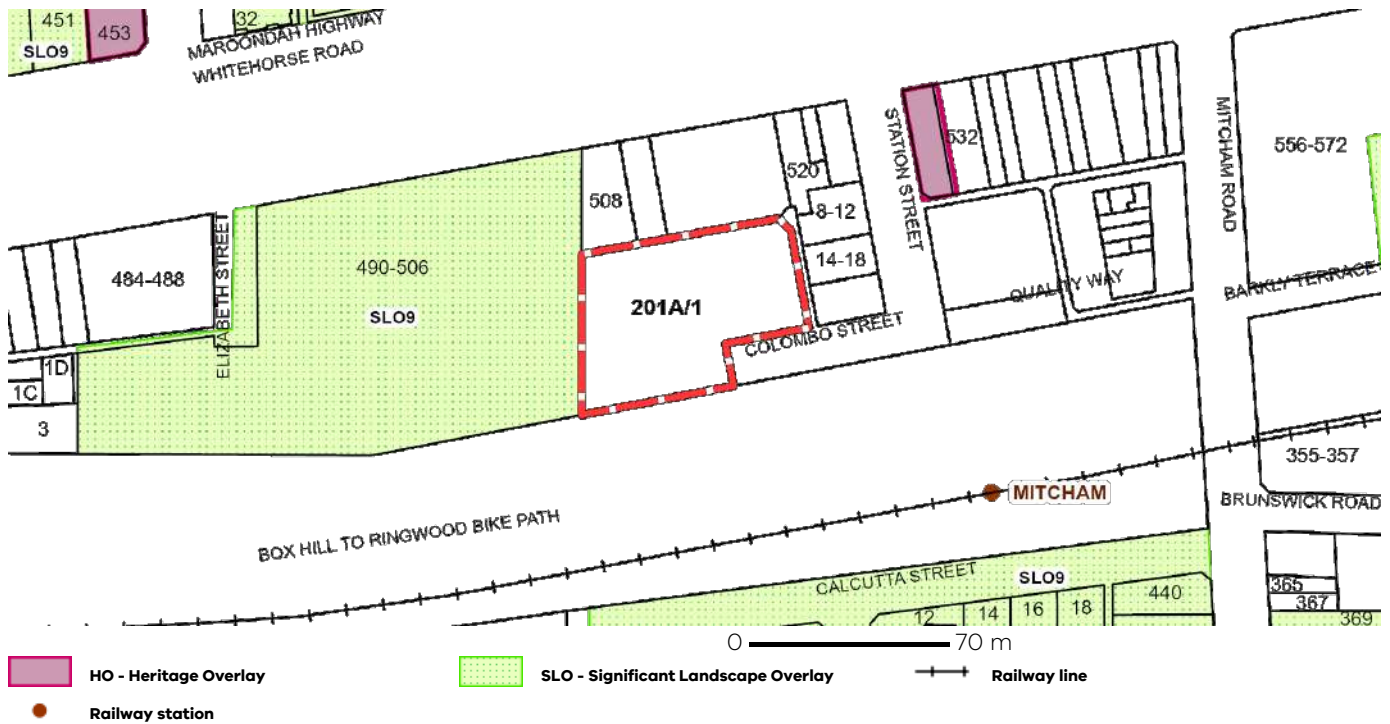


OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

SIGNIFICANT LANDSCAPE OVERLAY (SLO)



Further Planning Information

Planning scheme data last updated on 7 October 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

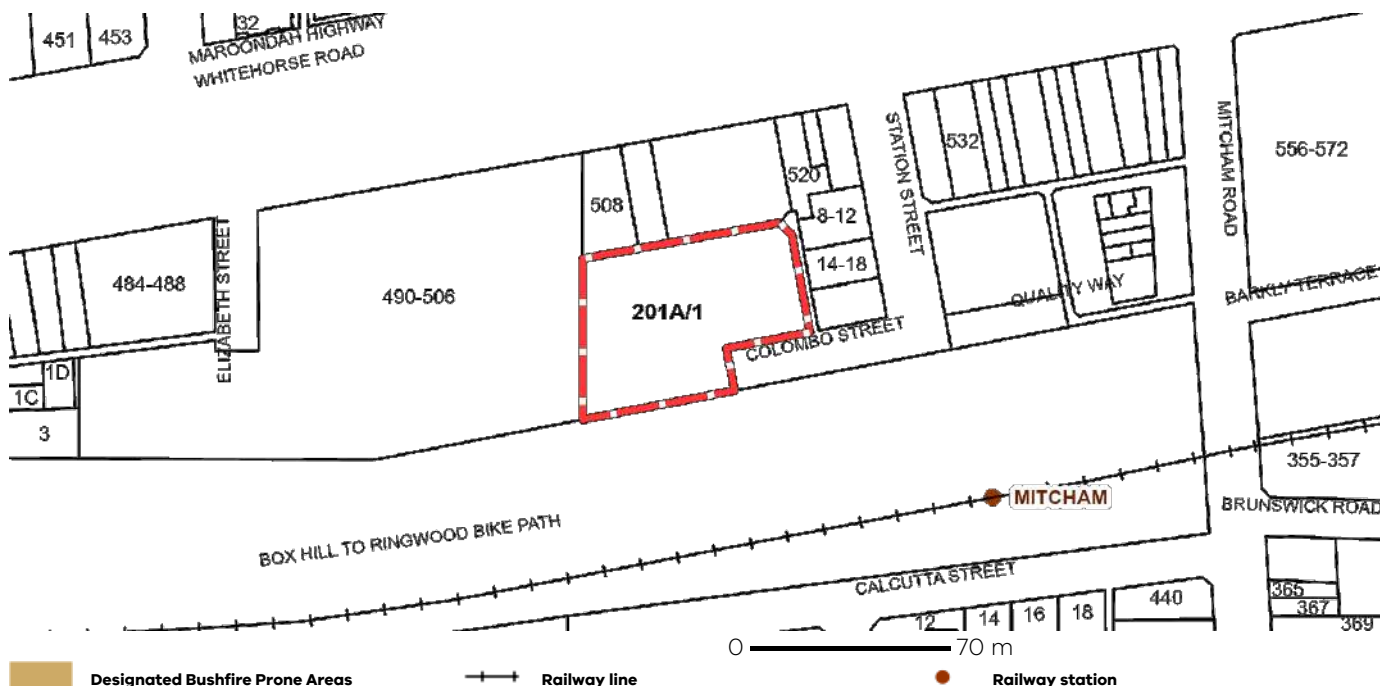
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://environment.vic.gov.au)



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Date of Issue: 21 October 2024
Applicant Reference: 74573061-022-7:68618

BUILDING OR LAND INFORMATION
Pursuant to Regulation 51 (1) of the Building Regulations 2018

Property Description: Lot 201A PS 632398
Property Address: 201A/1 Colombo Street, MITCHAM VIC 3132

We refer to your request for building permit particulars regarding the above property and advise of details of any building permit or certificate of final inspection issued in the preceding ten years:

Reference Numbers	Council Reference - 1863/2016 BAMS - Not Applicable Building Surveyor Reference - BSU1557/20160198/0
Type of Works	Fire Safety Upgrade Work - Sprinklers on underside of Verandah soffit
Building Permit Details	Building Permit Issued - 08-Aug-2016 Certificate of Final Inspection Issued - 16-Aug-2016
Building Surveyor Details	Socrates Capouleas PLP Building Surveyors & Consultants Pty Ltd Level 5, 136 Exhibition Street, MELBOURNE VIC 3000 Phone: 9650 7999

Reference Numbers	Council Reference - 2267/2014 BAMS - Not Applicable Building Surveyor Reference - BSU37522/20140864/0
Type of Works	Shop 2 - Installation of Mechanical Awning Device
Building Permit Details	Building Permit Issued - 29-Oct-2014 Certificate of Final Inspection Issued - 15-Apr-2015
Building Surveyor Details	Adem Kose

Reference Numbers	Council Reference - 1891/2022 BAMS - 7742508766022 Building Surveyor Reference - BSU1111/7742508766022
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Type of Works	ASE Replacement
Building Permit Details	Building Permit Issued - 05-Oct-2022 Certificate of Final Inspection Issued - 22-Nov-2022
Building Surveyor Details	Gary Dean RBS Building Surveyors North Tower, Level 16, 459 Collins Street, MELBOURNE VIC 3000 Phone: 9421 3211

There are no outstanding notices or orders pursuant to Building Act 1993 regarding this property.

Issued by Whitehorse City Council Building Department – Ph: 9262 6421

Important Information

The details listed on this certificate are consistent with the property address as stated on the application. Should the property historically be known as a different address then such information may not be included in this certificate.

This certificate does not detail amendment or variation dates to Building Permits.

Details of partial Occupancy Permits or partial Certificates of Final Inspection may vary from dates shown on this certificate.

Despite whether a Building Permit is required or not, there is an obligation for all building works to be structurally sound and comply with the siting regulations. Consequently there may be building work on the property that Council has no record or knowledge of.

SAFETY OF EXISTING SWIMMING POOLS

All existing swimming pools and spas are required to comply with the minimum standards of the Building Regulations 2018.

Any person who takes possession of a property without safety barriers for a spa or swimming pool is immediately responsible for compliance with the law and liable to prosecution.

Swimming pools must be registered with Council under the Building Regulations, please register swimming pools online at www.whitehorse.vic.gov.au/pools-and-spas

SMOKE ALARMS

Owners or purchasers of residential properties are to ensure that smoke alarms exist or are required to install smoke alarms, in accordance with the Building Regulations 2018.