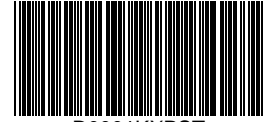




Filed: 24 June 2022 5:04 PM



D0001KXPST

Form 4A, 4B/ 84
Rule 6.2, 50.4, 50.12

SUMMONS

COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Commercial
Registry	Supreme Court Sydney
Case number	2022/00184814

TITLE OF PROCEEDINGS

First Plaintiff	Keiran Liprini
First Defendant	Thirdi William Street Pty Ltd ACN 619508824
Second Defendant	H & M CONSTRUCTIONS (NSW) NO. 2 PTY LTD
Number of defendants	5 Refer to Party Details at rear for full list of parties

FILING DETAILS

Filed for	Plaintiff[s]
Legal representative	SCOTT EDWARD MORT
Legal representative reference	
Telephone	(02) 9248 3450

HEARING DETAILS

The hearing has not been automatically listed because there are interstate defendants. See separate Notice of Listing.

ATTACHMENT DETAILS

In accordance with Part 3 of the UCPR, this coversheet confirms that both the Summons (e-Services), along with any other documents listed below, were filed by the Court.

Summons (UCPR 4A/4B/84/85) (Summons and List Statement - Gentry Development.pdf)

[attach.]

Form 4A (version 4)
UCPR 6.2

SUMMONS

COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Commercial List
Registry	Sydney
Case number	

TITLE OF PROCEEDINGS

Plaintiff	Keiran Liprini
First Defendant	Thirdi William Street Pty Ltd ACN 619 508 824
Number of defendants (if more than two)	5

FILING DETAILS

Filed for	Keiran Liprini , plaintiff
Legal representative	Scott Mort, Bradbury Legal
Legal representative reference	221370
Contact name and telephone	Ashleigh Vumbaca, (02) 9030 7400

HEARING DETAILS

This summons is listed at

TYPE OF CLAIM

Equity - Building Dispute

Representative proceeding under Part 10 of the *Civil Procedure Act 2005* (NSW).

These proceedings will be listed for an initial case conference at 9am on Wednesday, 10 August 2020.

RELIEF CLAIMED

- 1 An order pursuant to sections 48O(1)(c) and 48MA of the *Home Building Act 1989* (NSW) that the defendants do all acts and supply all materials necessary to rectify the defects of workmanship and materials referred to by the plaintiff;

- 2 further or in the alternative, pursuant to section 177(1)(f) of the *Civil Procedure Act*
2005 (NSW), damages in an aggregate amount;
- 3 interest in accordance with section 100 of the *Civil Procedure Act 2005* (NSW);
- 4 costs;
- 5 interest on costs; and
- 6 such further or other orders as this honourable Court may deem fit.

GROUP MEMBERS

- 1 The Plaintiff brings these proceedings on her own behalf and as a representative
proceeding pursuant to Part 10 of the *Civil Procedure Act 2005* (NSW).
- 2 The Group Members are:
- a. the persons or companies named in column 1 of Schedule A;
 - b. being the persons or companies who are the registered proprietors and/or
owners of the property recorded on the certificate of title, the folio number of
which is recorded in column 2 of Schedule A;
 - c. who each:
 - i. are the owners of a lot recorded in Deposited Plan 1234137 being the
properties at 31-41 William Street, Alexandria NSW 2015
(Development); and/or
 - ii. are persons interested in the works carried out and/or maintenance of
common property, or easements, to one or more of the lots in the
Development.

COMMON QUESTIONS

- 1 Whether there are defects affecting:
- a. the lots owned by the Plaintiff and Group Members at the Development; and
 - b. the common property associated with the lots owned by the Plaintiff and
Group Members at the Development;
- and, if so, whether they arise out of:
- c. defective construction work; and/or
 - d. defective design services.
- 2 Whether:
- a. the Development; and/or
 - b. each Terrace

was a 'dwelling' for the purposes of section 3 and Schedule 1, clauses 1(1) and (3) of the *Home Building Act 1989* (NSW).

3 Whether the:

- a. D&C Work (as defined in paragraph C.11 of the CLS) was 'residential work'; and
 - b. the Construction Contract (as defined in paragraphs A.4 and C.11 of the CLS) was a 'contract to do residential building work',
- within the meaning of Schedule 1 clause 2(1) of the *Home Building Act 1989* (NSW).

4 Whether the Construction Contract contained the statutory warranties in:

- a. section 18B(1)(a);
- b. section 18B(1)(b);
- c. section 18B(1)(c);
- d. section 18B(1)(e); and/or
- e. section 18B(1)(f)

of the *Home Building Act 1989* (NSW) (**Statutory Warranties**).

5 Whether the First Defendant is deemed to be a 'developer' within the meaning of section 3A of the *Home Building Act 1989* (NSW) with respect to the Development.

6 Whether the D&C Works are deemed to have been done on behalf of the First Defendant for the purposes of section 18C(2) of the *Home Building Act 1989* (NSW).

7 Whether the Plaintiff, and Group Members, are entitled to the benefit of the Statutory Warranties from the First Defendant as if the First Defendant were required to have held a contractor licence and had done the D&C Works for the purposes of sections 18C and 18D of the *Home Building Act 1989* (NSW).

8 Whether the First Defendant was entitled to the benefit of the Statutory Warranties provided by the Second Defendant for the purposes of section 18B(1) of the *Home Building Act 1989* (NSW).

9 Whether the Plaintiff, and Group Members, are entitled to the benefit of the Statutory Warranties from the Second Defendant as successor in title to a person entitled to the benefit for the Statutory Warranties pursuant to section 18D of the *Home Building Act 1989* (NSW).

10 Whether the Second Defendant and the First Defendant were in breach of the Statutory Warranties.

- 11 Whether:
- a. the Development; and/or
 - b. each Terrace
- was a 'building' within the meaning of section 36(1) of the *Design and Building Practitioners Act 2020* (NSW).
- 12 Whether the Plaintiff and each Group Member was an 'owner' within the meaning of section 36(1) of the *Design and Building Practitioners Act 2020* (NSW).
- 13 Whether the Second Defendant, in carrying out the D&C Works, undertook 'construction works' within the meaning of section 36(1) of the *Design and Building Practitioners Act 2020* (NSW).
- 14 Whether the Second Defendant owed a duty of care, pursuant to section 37(1) and Schedule 1 clause 5(1), of the *Design and Building Practitioners Act 2020* (NSW) to the Plaintiff, and the Group Members, to exercise reasonable care to avoid economic loss caused by defects:
- a. in or related to the Development;
 - b. in or related to the Plaintiff's, or Group Members', Terrace; and/or
 - c. arising from the construction work it carried out.
- 15 Whether the Second Defendant breached the duty of care it owed to the Plaintiff, and Group Members, arising from the *Design and Building Practitioners Act 2020* (NSW).
- 16 Whether the Third Defendant undertook 'construction work' within the meaning of section 36(1) of the *Design and Building Practitioners Act 2020* (NSW) in carrying out the Policom Services (as defined in paragraph C.28 of the CLS).
- 17 Whether the Third Defendant owed a duty of care, pursuant to section 37(1) and Schedule 1 clause 5(1), of the *Design and Building Practitioners Act 2020* (NSW) to the Plaintiff, and the Group Members, to exercise reasonable care to avoid economic loss caused by defects:
- a. in or related to the Development;
 - b. in or related to the Plaintiff's, or Group Members', Terrace; and/or
 - c. arising from the construction work it carried out.
- 18 Whether the Third Defendant breached the duty of care it owed to the Plaintiff, and Group Members, arising from the *Design and Building Practitioners Act 2020* (NSW).

- 19 Whether the Fourth Defendant undertook 'construction work' within the meaning of section 36(1) of the *Design and Building Practitioners Act 2020* (NSW) in carrying out the Kimy Air Services (as defined in paragraph C.29 of the CLS).
- 20 Whether the Fourth Defendant owed a duty of care, pursuant to section 37(1) and Schedule 1 clause 5(1), of the *Design and Building Practitioners Act 2020* (NSW) to the Plaintiff, and the Group Members, to exercise reasonable care to avoid economic loss caused by defects:
- a. in or related to the Development;
 - b. in or related to the Plaintiff's, or Group Members', Terrance; and/or
 - c. arising from the construction work it carried out.
- 21 Whether the Fourth Defendant breached the duty of care it owed to the Plaintiff, and Group Members, arising from the *Design and Building Practitioners Act 2020* (NSW).
- 22 Whether the Fifth Defendant undertook 'construction work' within the meaning of section 36(1) of the *Design and Building Practitioners Act 2020* (NSW) in carrying out the SCC Services (as defined in paragraph C.30 of the CLS).
- 23 Whether the Fifth Defendant owed a duty of care, pursuant to section 37(1) and Schedule 1 clause 5(1), of the *Design and Building Practitioners Act 2020* (NSW) to the Plaintiff, and the Group Members, to exercise reasonable care to avoid economic loss caused by defects:
- a. in or related to the Development;
 - b. in or related to the Plaintiff's, or Group Members', Terrance; and/or
 - c. arising from the construction work it carried out.
- 24 Whether the Fifth Defendant breached the duty of care it owed to the Plaintiff, and Group Members, arising from the *Design and Building Practitioners Act 2020* (NSW).
- 25 Whether the Plaintiff, and Group Members, suffered loss and damage arising from the breaches described above.
- 26 Whether orders pursuant to sections 48O(1)(c) and 48MA of the *Home Building Act 1989* (NSW) are appropriate orders to remedy the loss and damage suffered by the Plaintiff and Group Members.
- 27 Whether damages in an aggregate amount pursuant to section 177(1)(f) of the *Civil Procedure Act 2005* (NSW) should be awarded.

SIGNATURE OF LEGAL REPRESENTATIVE

I certify under clause 4 of Schedule 2 to the [Legal Profession Uniform Law Application Act 2014](#) that there are reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that the claim for damages in these proceedings has reasonable prospects of success.

I have advised the plaintiff that court fees may be payable during these proceedings. These fees may include a hearing allocation fee.

Signature



Capacity

Solicitor on the record

Date of signature

24 June 2022

NOTICE TO DEFENDANT

If your solicitor, barrister or you do not attend the hearing, the court may give judgment or make orders against you in your absence. The judgment may be for the relief claimed in the summons and for the plaintiff's costs of bringing these proceedings.

Before you can appear before the court you must file at the court an appearance in the approved form.

HOW TO RESPOND

Please read this summons very carefully. If you have any trouble understanding it or require assistance on how to respond to the summons you should get legal advice as soon as possible.

You can get further information about what you need to do to respond to the summons from:

- A legal practitioner.
- LawAccess NSW on 1300 888 529 or at www.lawaccess.nsw.gov.au.
- The court registry for limited procedural information.

Court forms are available on the UCPR website at www.ucprforms.nsw.gov.au or at any NSW court registry.

REGISTRY ADDRESS

Street address	Law Courts Building 184 Phillip Street, Sydney NSW 2000
Postal address	Supreme Court of New South Wales GPO Box 3 Sydney NSW 2001
Telephone	1300 679 272

PARTY DETAILS

PARTIES TO THE PROCEEDINGS

Plaintiff

Keiran Liprini
Plaintiff

Defendants

Thirdi William Street Pty Ltd
ACN 619 508 824
First Defendant

H&M Constructions (NSW) No 2 Pty Ltd
ACN 615 763 258
Second Defendant

Policom Pty Ltd
ACN 608 023 258
Third Defendant

Kimy Air Conditioning Pty Ltd
ACN 113 531 598
Fourth Defendant

Scott Collis Consulting Pty Ltd
ACN 606 869 667
Fifth Defendant

FURTHER DETAILS ABOUT PLAINTIFF

Plaintiff

Name	Keiran Liprini
Address	c/- Bradbury Legal Ground Floor 437 Kent Street Sydney NSW 2000

Legal representative for plaintiff

Name	Scott Mort
Practising certificate number	54793
Firm	Bradbury Legal
Contact solicitor	Ashleigh Vumbaca
Address	Ground Floor 437 Kent Street Sydney NSW 2000
Telephone	02 9030 7400

Electronic service address scott@bradburylegal.com.au
ashleigh@bradburylegal.com.au

DETAILS ABOUT DEFENDANTS

First Defendant

Name **Thirdi William Street Pty Ltd**
Address Level 2, 343 Pacific Highway
North Sydney NSW 2060

Second Defendant

Name **H&M Constructions (NSW) No 2 Pty Ltd**
Address 'HLB Mann Judd'
Level 9, 575 Bourke Street
Melbourne VIC 3000

Third Defendant

Name **Policom Pty Ltd**
Address Level 33, 264-278 George Street
Sydney NSW 2000

Fourth Defendant

Name **Kimy Air Conditioning Pty Ltd**
Address 'Ted Yeong & Co 1ST L'
Unit 10, 49 Park Road
Cabramatta NSW 2166

Fifth Defendant

Name **Scott Collis Consulting Pty Ltd**
Address 'AMW'
7 Howard Road
Padstow NSW 2211

SCHEDULE A

Owner name	Certificate of Title	Development Plan reference	Street address
Catherine Annette Taylor Wilson Wong	1/1234137	Lot 1	75 William Lane, Alexandria 2015 NSW
Richard Michael William Kenyon	2/1234137	Lot 2	73 William Lane, Alexandria 2015 NSW
Ronnie Long Yin Chiu Teresa Mun Cheng	3/1234137	Lot 3	71 William Lane, Alexandria 2015 NSW
Daphne Gail Yao	4/1234137	Lot 4	69 William Lane, Alexandria 2015 NSW
Keiran Nicole Liprini James Robert Fraser Clancy	5/1234137	Lot 5	67 William Lane, Alexandria 2015 NSW
Taylor Dobson Property No1 Pty Ltd	6/234137	Lot 6	65 William Lane, Alexandria 2015 NSW
Hong Liu	7/1234137	Lot 7	63 William Lane, Alexandria 2015 NSW
Hoang Cung Nguyen Quang Duc Duong	8/1234137	Lot 8	61 William Lane, Alexandria 2015 NSW
Lu Ye	9/1234137	Lot 9	59 William Lane, Alexandria 2015 NSW
Zhou Jin	10/1234137	Lot 10	57 William Lane, Alexandria 2015 NSW
Lisha Dai	11/1234137	Lot 11	55 William Lane, Alexandria 2015 NSW
Jeffrey Edward Bennett Rebecca Anne Lewis	12/1234137	Lot 12	53 William Lane, Alexandria 2015 NSW
Alex Swee Hoe Tan	13/1234137	Lot 13	51 William Lane, Alexandria 2015 NSW
Sandip Keshana Pinnawalage Tara Mary Page	14/1234137	Lot 14	49 William Lane, Alexandria 2015 NSW
Michael Alan Barnes Azar-Michelle Masalehdani	15/1234137	Lot 15	47 William Lane, Alexandria 2015 NSW
Paul John Raine Mark David Montgomery	16/1234137	Lot 16	45 William Lane, Alexandria 2015 NSW
Suyin Veronica Harris Peter Anthony Fox	17/1234137	Lot 17	43 William Lane, Alexandria 2015 NSW
Julia Zhang Andrew Garhoe Duong	18/1234137	Lot 18	41 William Lane, Alexandria 2015 NSW
Joyce Sui Li Low	19/1234137	Lot 19	41 William Street, Alexandria 2015 NSW
Benjamin John Grange Ian Michael Doyle	20/1234137	Lot 20	39A William Street, Alexandria 2015 NSW
Daniel Shun-Hang Yeung Jennifer Poon	21/1234137	Lot 21	39 William Street, Alexandria 2015 NSW
Jeremy Yat Kei Chow	22/1234137	Lot 22	37C William Street, Alexandria 2015 NSW

Owner name	Certificate of Title	Development Plan reference	Street address
Wing Yan Chau Rutger Christiaan Hesseling	23/1234137	Lot 23	37B William Street, Alexandria 2015 NSW
David James Cameron Collins Ngoc Thi My Nguyen	24/1234137	Lot 24	37A William Street, Alexandria 2015 NSW
Hugo Cole Severin	25/1234137	Lot 25	37 William Street, Alexandria 2015 NSW
Stephen Antony Donaldson	26/1234137	Lot 26	35C William Street, Alexandria 2015 NSW
Pradnya Dugal	27/1234137	Lot 27	35B William Street, Alexandria 2015 NSW
Con Stavrou Dimitra Stavrou	28/1234137	Lot 28	35A William Street, Alexandria 2015 NSW
Michael Wei Cong Wu	29/1234137	Lot 29	35 William Street, Alexandria 2015 NSW
Diana Hurduc Gica Hurduc	30/1234137	Lot 30	33C William Street, Alexandria 2015 NSW
Jason Ying-Yiu Cheung Jie Min Li	31/1234137	Lot 31	33B William Street, Alexandria 2015 NSW
Tom Tung Mayes Karin Anna Birgitta Andreasson	32/1234137	Lot 32	33A William Street, Alexandria 2015 NSW
Jing Zhu	33/1234137	Lot 33	33 William Street, Alexandria 2015 NSW
Qi Yi	34/1234137	Lot 34	31C William Street, Alexandria 2015 NSW
Daniele Tignani	35/1234137	Lot 35	31B William Street, Alexandria 2015 NSW
Gordana Graoroski Cane Graoroski	36/1234137	Lot 36	31A William Street, Alexandria 2015 NSW
Wenfang Jiang	37/1234137	Lot 37	31 William Street, Alexandria 2015 NSW

COMMERCIAL LIST STATEMENT

COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Commercial List
Registry	Sydney
Case number	

TITLE OF PROCEEDINGS

Plaintiff	Keiran Liprini
First Defendant	Thirdi William Street Pty Ltd ACN 619 508 824
Number of defendants	5

FILING DETAILS

Filed for	Keiran Liprini, plaintiff
Legal representative	Scott Mort, Bradbury Legal
Legal representative reference	221370
Contact name and telephone	Ashleigh Vumbaca, (02) 9030 7400

A. NATURE OF DISPUTE

1. The Plaintiff brings these proceedings on her own behalf and as a representative proceeding pursuant to Part 10 of the *Civil Procedure Act 2005* (NSW).
2. The Plaintiff and Group Members to whom these proceedings relate are:
 - a. the persons or companies named in column 1 of Schedule A;
 - b. being the persons or companies who are the registered proprietors and/or owners of the property recorded on the certificate of title, the folio number of which is recorded in column 2 of Schedule A;
 - c. who each:
 - i. are the owners of a lot recorded in Deposited Plan 1234137 being the properties at 31-41 William Street, Alexandria NSW 2015 (**Development**); and/or
 - ii. are persons interested in the works carried out and/or maintenance of common property, or easements, to one or more of the lots in the Development.

3. The Group Members, including the Plaintiff, seek relief from:
 - a. the First Defendant for breaching:
 - i. statutory warranties which, the Plaintiff contends, arise pursuant to the *Home Building Act 1989* (NSW) (**HBA**), and are enforceable by the Plaintiff and the Group Members against the First Defendant; and
 - ii. the duty of care owed to the Plaintiff and the Group Members under section 37(1) of the *Design and Building Practitioners Act 2020* (NSW) (**DBP Act**),
 - b. the Second Defendant for breaching:
 - i. statutory warranties which, the Plaintiffs contend, arise pursuant to the HBA, and are enforceable by the Plaintiffs and the Group Members against the Second Defendant; and
 - ii. the duty of care owed to the Plaintiff and the Group Members under section 37(1) of the DBP Act,
 - c. the Third, Fourth and Fifth Defendants for breaching the duty of care owed to the Plaintiff and the Group Members under section 37(1) of the DBP Act.
4. The First Defendant and the Second Defendant entered into an amended AS 4902-2000 form of contract (**Construction Contract**) whereby the Second Defendant agreed to construct 37 Torrens Title terraces with basement car park across the site at 31-41 William Street, Alexandria NSW.
5. The Second Defendant engaged the Third Defendant whereby the Third Defendant agreed to provide electrical design services in connection with the construction of the Development.
6. The Second Defendant engaged the Fourth Defendant whereby the Fourth Defendant agreed to provide ventilation and air conditioning design services in connection with the construction of the Development.
7. The Second Defendant engaged the Fifth Defendant whereby the Fifth Defendant agreed to provide hydraulic design services in connection with the construction of the Development.
8. The Plaintiff has and will suffer loss and damage as a result of the defects arising out of the Second Defendant's work on the Development, in breach of the statutory warranties owed by the First Defendant to the Plaintiff or, alternatively, in breach of the duty of care owed by the First Defendant to the Plaintiff.
9. The Plaintiff has and will suffer loss and damage as a result of the defects arising out of the Second Defendant's work on the Development, in breach of the statutory

warranties owed by the Second Defendant to the Plaintiff or, alternatively, in breach of the duty of care owed by the Second Defendant to the Plaintiff.

10. Further, or alternatively, the Plaintiff has and will suffer loss and damage as a result of the Third Defendant's performance of the Policom Services (as defined in paragraph C.28 below), in breach of the duty of care owed by the Third Defendant to the Plaintiff.
11. Further, or alternatively, the Plaintiff has and will suffer loss and damage as a result of the Fourth Defendant's performance of the Kimy Air Services (as defined in paragraph C.29 below), in breach of the duty of care owed by the Fourth Defendant to the Plaintiff.
12. Further, or alternatively, the Plaintiff has and will suffer loss and damage as a result of the Fifth Defendant's performance of the SCC Services (as defined in paragraph C.30), in breach of the duty of care owed by the Fifth Defendant to the Plaintiff.

B. COMMON ISSUES LIKELY TO ARISE

- 1 Whether there are defects affecting:
 - a. the lots owned by the Plaintiff and Group Members at the Development; and
 - b. the common property associated with the lots owned by the Plaintiff and Group Members at the Development;
 and, if so, whether they arise out of:
 - c. defective construction work; and/or
 - d. defective design services.
- 2 Whether:
 - a. the Development; and/or
 - b. each Terrace
 was a 'dwelling' for the purposes of section 3 and Schedule 1, clauses 1(1) and (3) of the *Home Building Act 1989* (NSW).
- 3 Whether the:
 - a. D&C Work (as defined in paragraph C.11 of this CLS) was 'residential work'; and
 - b. the Construction Contract (as defined in paragraph C.A.4 and C.11 of this CLS) was a 'contract to do residential building work',
 within the meaning of Schedule 1, clause 2(1) of the *Home Building Act 1989* (NSW).

- 4 Whether the Construction Contract contained the statutory warranties in:
- a. section 18B(1)(a);
 - b. section 18B(1)(b);
 - c. section 18B(1)(c);
 - d. section 18B(1)(e); and/or
 - e. section 18B(1)(f)
- of the *Home Building Act 1989* (NSW) (**Statutory Warranties**).
- 5 Whether the First Defendant is deemed to be a 'developer' within the meaning of section 3A of the *Home Building Act 1989* (NSW) with respect to the Development.
- 6 Whether the D&C Works are deemed to have been done on behalf of the First Defendant for the purposes of section 18C(2) of the *Home Building Act 1989* (NSW).
- 7 Whether the Plaintiff, and Group Members, are entitled to the benefit of the Statutory Warranties from the First Defendant as if the First Defendant were required to have held a contractor licence and had done the D&C Works for the purposes of sections 18C and 18D of the *Home Building Act 1989* (NSW).
- 8 Whether the First Defendant was entitled to the benefit of the Statutory Warranties provided by the Second Defendant for the purposes of section 18B(1) of the *Home Building Act 1989* (NSW).
- 9 Whether the Plaintiff, and Group Members, are entitled to the benefit of the Statutory Warranties from the Second Defendant as successor in title to a person entitled to the benefit for the Statutory Warranties pursuant to section 18D of the *Home Building Act 1989* (NSW).
- 10 Whether the Second Defendant and the First Defendant were in breach of the Statutory Warranties.
- 11 Whether:
- a. the Development; and/or
 - b. each Terrace
- was a 'building' within the meaning of section 36(1) of the *Design and Building Practitioners Act 2020* (NSW).
- 12 Whether the Plaintiff and each Group Member was an 'owner' within the meaning of section 36(1) of the *Design and Building Practitioners Act 2020* (NSW).
- 13 Whether the Second Defendant, in carrying out the D&C Works, undertook 'construction works' within the meaning of section 36(1) of the *Design and Building Practitioners Act 2020* (NSW).

- 14 Whether Second Defendant owed a duty of care, pursuant to section 37(1) and Schedule 1 clause 5(1), of the *Design and Building Practitioners Act 2020* (NSW) to the Plaintiff, and the Group Members, to exercise reasonable care to avoid economic loss caused by defects:
- a. in or related to the Development;
 - b. in or related to the Plaintiff's, or Group Members', Terrance; and/or
 - c. arising from the construction work it carried out.
- 15 Whether the Second Defendant breached the duty of care it owed to the Plaintiff, and Group Members, arising from the *Design and Building Practitioners Act 2020* (NSW).
- 16 Whether the Third Defendant undertook 'construction work' within the meaning of section 36(1) of the *Design and Building Practitioners Act 2020* (NSW) in carrying out the Policom Services (as defined in paragraph C.28 of this CLS).
- 17 Whether the Third Defendant owed a duty of care, pursuant to section 37(1) and Schedule 1 clause 5(1), of the *Design and Building Practitioners Act 2020* (NSW) to the Plaintiff, and the Group Members, to exercise reasonable care to avoid economic loss caused by defects:
- a. in or related to the Development;
 - b. in or related to the Plaintiff's, or Group Members', Terrance; and/or
 - c. arising from the construction work it carried out.
- 18 Whether the Third Defendant breached the duty of care it owed to the Plaintiff, and Group Members, arising from the *Design and Building Practitioners Act 2020* (NSW).
- 19 Whether the Fourth Defendant undertook 'construction work' within the meaning of section 36(1) of the *Design and Building Practitioners Act 2020* (NSW) in carrying out the Kimy Air Services (as defined in paragraph C.29 of this CLS).
- 20 Whether the Fourth Defendant owed a duty of care, pursuant to section 37(1) and Schedule 1 clause 5(1), of the *Design and Building Practitioners Act 2020* (NSW) to the Plaintiff, and the Group Members, to exercise reasonable care to avoid economic loss caused by defects:
- a. in or related to the Development;
 - b. in or related to the Plaintiff's, or Group Members', Terrance; and/or
 - c. arising from the construction work it carried out.

- 21 Whether the Fourth Defendant breached the duty of care it owed to the Plaintiff, and Group Members, arising from the *Design and Building Practitioners Act 2020* (NSW).
- 22 Whether the Fifth Defendant undertook 'construction work' within the meaning of section 36(1) of the *Design and Building Practitioners Act 2020* (NSW) in carrying out the SCC Services (as defined in paragraph C.30 of this CLS).
- 23 Whether the Fifth Defendant owed a duty of care, pursuant to section 37(1) and Schedule 1 clause 5(1), of the *Design and Building Practitioners Act 2020* (NSW) to the Plaintiff, and the Group Members, to exercise reasonable care to avoid economic loss caused by defects:
- a. in or related to the Development;
 - b. in or related to the Plaintiff's, or Group Members', Terrance; and/or
 - c. arising from the construction work it carried out.
- 24 Whether the Fifth Defendant breached the duty of care it owed to the Plaintiff, and Group Members, arising from the *Design and Building Practitioners Act 2020* (NSW).
- 25 Whether the Plaintiff, and Group Members, suffered loss and damage arising from the breaches described above.
- 26 Whether orders pursuant to sections 48O(1)(c) and 48MA of the *Home Building Act 1989* (NSW) are appropriate orders to remedy the loss and damage suffered by the Plaintiff and Group Members.
- 27 Whether damages in an aggregate amount pursuant to section 177(1)(f) of the *Civil Procedure Act 2005* (NSW) should be awarded.

C. PLAINTIFF'S CONTENTIONS

The Parties

1. The Plaintiff is a natural person and at all material times was the majority owner of 67 William Lane, Alexandria NSW 2015 in the Development, being Lot 5 in Deposited Plan 1234137 (**Property**).
2. The Group Members are:
 - (a) the persons or companies named in column 1 of Schedule A;
 - (b) being the persons or companies who are the registered proprietors and/or owners of the property recorded on the certificate of title, the folio number of which is recorded in column 2 of Schedule A;
 - (c) who each:

- i. are the owners of a lot recorded in Deposited Plan 1234137 being the properties at 31-41 William Street, Alexandria NSW 2015
(Development); and/or
 - ii. are persons interested in the works carried out and/or maintenance of common property, or easements, to one or more of the lots in the Development.
- 3. The First Defendant, Thirdi William Street Pty Ltd (**Thirdi**) is and was at all material times a corporation duly incorporated pursuant to the *Corporations Act 2001* (Cth) and is entitled to sue and be sued in its corporate name and style.
- 4. The Second Defendant, H&M Constructions (NSW) No 2 Pty Ltd (**H&M**):
 - (a) is and was at all material times a corporation duly incorporated pursuant to the *Corporations Act 2001* (Cth);
 - (b) at all material times after 31 October 2018, held a contractor licence under the HBA; and

Particulars

H&M currently holds Contractor Licence no. 330649C, commencing 31 October 2018 and expiring 30 October 2022.

- (c) is entitled to sue and be sued in its corporate name and style.
- 5. The Third Defendant, Policom Pty Ltd (**Policom**) is and was at all material times a corporation duly incorporated pursuant to the *Corporations Act 2001* (Cth) and is entitled to sue and be sued in its corporate name and style.
- 6. The Fourth Defendant, Kimy Air Conditioning Pty Ltd (**Kimy Air**) is and was at all material times a corporation duly incorporated pursuant to the *Corporations Act 2001* (Cth) and is entitled to sue and be sued in its corporate name and style.
- 7. The Fifth Defendant, Scott Collis Consulting Pty Ltd (**SCC**) is and was at all material times a corporation duly incorporated pursuant to the *Corporations Act 2001* (Cth) and is entitled to sue and be sued in its corporate name and style.

The Development

- 8. The Development was completed on land which was previously known as 31-41 William Street, Alexandria NSW, comprising:
 - (a) Lot 1 in Deposited Plan 167520;
 - (b) Lot A in Deposited Plan 336638;
 - (c) Lot B in Deposited Plan 336638; and
 - (d) Lot 1 in Deposited Plan 973783.

9. At all material times prior to the registration of Deposited Plan 1234137, Thirdi was the registered proprietor of the lots listed in paragraph C.8 above.
10. At all material times following the registration of Deposited Plan 1234137, Thirdi was the registered proprietor of the lots until the Contract of Sale with each Group Member was completed.

Scope of work under the Construction Contract

11. On or about 8 December 2017, Thirdi and H&M entered into the Construction Contract to carry out the Works (as defined in the Construction Contract) (**D&C Work**) in accordance with the terms of the Construction Contract.

Particulars

The Construction Contract is wholly in writing. The Construction Contract was comprised of:

- (A) the Instrument of Agreement (**Instrument of Agreement**);
 - (B) the General Conditions of Contract – Modified AS 4902-2000 (**GCC**);
and
 - (C) certain annexures and schedules to the Instrument and the GCC.
12. Pursuant to the Construction Contract, H&M agreed to carry out work under the Construction Contract in accordance with the Contract Documents (as defined in the Construction Contract).

Particulars

Clause 1 of the Instrument of Agreement.

13. Pursuant to the Construction Contract, H&M agreed to, at all times, exercise due skill, care and diligence in the carrying out and completion of WUC (as defined in the Construction Contract).

Particulars

Clause 2.2(a)(a) of the GCC.

14. Pursuant to the Construction Contract, H&M agreed to carry out and complete the Contractor's Design Obligations (as defined in the Construction Contract) to accord with the Principal's Project Requirements (as defined in the Construction Contract).

Particulars

Clause 2.2(a)(c) of the GCC.

15. Pursuant to the Construction Contract, H&M agreed to carry out and complete the WUC in accordance with Design Documents (as defined in the Construction Contract) so that the Works, when complete, shall be fit for their intended purpose and comply with all the requirements of the Contract.

Particulars

Clause 2.2(a)(d) of the GCC.

16. Pursuant to the Construction Contract, H&M agreed to carry out and complete the WUC in accordance with the Contract Documents, Good Design and Construction Practices (as defined in the Construction Contract) and all Legislative Requirements (as defined in the Construction Contract) and all relevant Quality Standards (as defined in the Construction Contract).

Particulars

Clause 2.2(a)(f) of the GCC.

17. Pursuant to the Construction Contract, H&M warranted the Design Documents and that, on Practical Completion (as defined in the Construction Contract), the Works will comply with:
- (a) the Contract and the Contract Documents, including the Development Consent (as defined in the Construction Contract);
 - (b) all Legislative Requirements;
 - (c) all relevant Quality Standards;
 - (d) the requirements of all Authorities (as defined in the Construction Contract); and
 - (e) the requirements of the Superintendent and Thirdi, and
- be fit for their intended purpose, with the higher standard, quantum or quality to apply in the event of a discrepancy.

Particulars

Clause 2.2(a)(i) of the GCC.

18. Pursuant to the Construction Contract, H&M agreed to construct and commission the Works:
- (a) professionally, and with the due skill, care and diligence which may reasonably be expected of a skilled professional person suitably qualified and experienced in carrying out the works; and
 - (b) in a commercial, prudent and reasonable manner and to the best and highest standards.

Particulars

Clause 2.2(a)(o) of the GCC.

19. Pursuant to the Construction Contract, H&M agreed to use Consultants (as defined in the Construction Contract) that are experienced, skilled within their discipline,

reputable and suitably qualified and experienced for the carrying out of the relevant WUC.

Particulars

Clause 2.2(a)(xvi) of the GCC.

20. Pursuant to the Construction Contract, H&M agreed to procure and provide with each claim for payment a certificate in the form of Annexure Part Q to the Construction Contract from each consultant responsible for the design or part(s) of the Works for which payment was been claimed.

Particulars

Clause 9.6(e) of the GCC.

21. Pursuant to the Construction Contract, H&M agreed to use suitable new materials and proper and tradesmanlike workmanship.

Particulars

Clause 29.1 of the GCC.

22. Pursuant to the Construction Contract, Practical Completion (as defined in the Construction Contract) of the WUC was that stage when the Works were complete except for minor Defects (as defined in the Construction Contract):

- (a) which do not prevent the Works from being reasonably capable of being used and licensed for their intended purpose;
- (b) which the Superintendent determines H&M has reasonable grounds for not promptly rectifying;
- (c) which the PCA (as defined in the Construction Contract) assesses to be occupiable; and
- (d) the rectification of which will not prejudice the convenient use of the Works.

Particulars

Clauses 1 and 34.6 of the GCC.

23. Pursuant to the Construction Contract, H&M acknowledges and agrees that included in H&M's obligations under the Construction Contract is the obligation to comply with all Authorities and all conditions of the Development Consent, other than those conditions referred to in the Responsibility Document (as defined in the Construction Contract) as being the responsibility of Thirdi.

Particulars

Clause 48.1(a) of the GCC.

24. Pursuant to the Construction Contract, H&M agreed to:
- (a) attend to the rectification of any Defect in the Works asserted by a party to any Contract for Sale (as defined in the Construction Contract) to be, and which in the opinion of the Superintendent is, not in accordance with any Contract for Sale; and
 - (b) perform and satisfy the obligations of the party named as vendor in any Contract of Sale to the extent the obligation constitutes any design and/or construction obligations in respect of the Development, and/or relates to or affect's H&M's design and construct obligations under the Construction Contract.

Particulars

Clause 50(d) and (f) of the GCC.

25. Pursuant to the Construction Contract, H&M warranted:
- (a) the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the Construction Contract;
 - (b) all materials supplied will be good and suitable for the purpose for which they are used;
 - (c) the work will be done in accordance with, and comply with, the HBA and any other law;
 - (d) the work will result in a dwelling that is reasonably fit for occupation as a dwelling; and
 - (e) the work and any materials used in doing the work will be reasonably fit for the specified purpose or result.

Particulars

Clause 57.1(a), (b), (c), (e) and (f) of the GCC.

26. Pursuant to the Construction Contract, H&M acknowledged and agreed that all work done under the Construction Contract would comply with:
- (a) the Building Code of Australia to the extent required under the *Environmental Planning and Assessment Act 1979* (NSW);
 - (b) all other relevant codes, standards and specifications that the work is required to comply with under any law; and
 - (c) the conditions of the Development Consent

Particulars

Clause 57.5(1) of the GCC.

27. Pursuant to the Construction Contract, H&M agreed to carry out the WUC in accordance with the Principal's Project Requirements, which relevantly included:

- (a) to complete all work required to deliver the scope and design intent as documented including all works that may be reasonably assumed to be required to ensure all deliverables are fit for purpose;
- (b) to execute the works in accordance with the drawings and specifications, and comply with all requirements identified in the scope, including the development application;
- (c) design, supply and install all items to achieve the design intent, form, function and quality standards required by the Principal's Project Requirements and the Preliminary Design;

Particulars

Clause 2(a), (b), (c) of the Principal's Project Requirements at Annexure Part F of the Construction Contract.

- (d) to obtain all approvals and install all essential services to the site including power, water, sewer, stormwater, gas and fire safety services;

Particulars

Clause 5(j), (k), (i) and (iv) of the Principal's Project Requirements at Annexure Part F of the Construction Contract.

- (e) to undertake a full design review of the Construction Contract documents and assume full design responsibility for the Construction Contract design; and
- (f) to ensure the design complies with the design specification and reflects the design intent and quality of finish provided in the Preliminary Design.

Particulars

Clause 6(a) and (d) of the Principal's Project Requirements at Annexure Part F of the Construction Contract.

Consultancy agreements

- 28. During the performance of the D&C Works, H&M entered into an agreement with Policom whereby Policom agreed to provide electrical design services in connection with the construction of the Development (**Policom Services**).
- 29. During the performance of the D&C Works, H&M entered into an agreement with Kimy Air whereby Kimy Air agreed to provide ventilation and air conditioning design services in connection with the construction of the Development (**Kimy Air Services**).

30. During the performance of the D&C Works, H&M entered into an agreement with SCC whereby SCC agreed to provide hydraulic design services in connection with the construction of the Development (**SCC Services**).

Performance of the D&C Works

31. At all relevant times, the Superintendent under the Construction Contract (within the meaning of clause 1 of the GCC) was Thirdiproperty Pty Ltd.

Particulars

Item 5 of Annexure Part A of the Construction Contract.

32. Between December 2017 and June 2020, H&M directly, and through engaging Subcontractors and Consultants, purported to carry out the D&C Work.
33. On or around 25 June 2020, Thirdi certified that Practical Completion of the Works occurred on 25 June 2020.

Particulars

Letter from Thirdi to H&M regarding 'Certificate of Practical Completion'.

34. On 31 March 2021, Thirdiproperty Pty Ltd received a final occupation certificate in respect of the Development.

Particulars

Final occupation certificate issued by Checkpoint Building Surveyors dated 31 March 2021.

35. On 26 June 2020, the Plaintiff's Contract of Sale in respect of the Property completed.

Statutory warranties

36. At all material times, each terrace in the Development (**Terrace**) was designed for use as a residence and thereby a 'dwelling' for the purposes of the HBA, which includes:
- (a) stairways, passageways, rooms that are used in common by the occupants of those dwellings, together with any pipes, wires, cables or ducts that are not for the exclusive enjoyment of any one dwelling;
 - (b) driveways, paths and other paving; and
 - (c) retaining walls.

Particulars

Section 3 and Schedule 1, clauses 1(1) and (3).

37. By reason of paragraph C.36 above:
- (a) the D&C Work was 'residential building work' for the purposes of the HBA; and

- (b) the Construction Contract, being a contract to perform the D&C Work, was a contract to do 'residential building work' for the purposes of the HBA.

Particulars

Schedule 1, clause 2(1) of the HBA.

38. By reason of paragraph C.37 above, the following warranties were implied into the Construction Contract:

- (a) a warranty that the D&C Work will be done with due care and skill and in accordance with the plans and specifications set out in the Construction Contract;
- (b) a warranty that all materials supplied by H&M will be good and suitable for the purpose for which they are used;
- (c) a warranty that the work will be done in accordance with, and will comply with all legislative requirements;
- (d) a warranty that the result of the D&C Work is a dwelling that is reasonably fit for occupation as a dwelling; and
- (e) a warranty that the D&C Work and any material used in doing the D&C Work will be reasonably fit for the specified purpose or result specified in the Construction Contract.

(together, the **Statutory Warranties**).

Particulars

Section 18B(1)(a), (b), (c), (e) and (f) of the HBA.

Statutory Warranties provided by Thirdi

39. At all material times, the residential building work undertaken in the construction of the Development was done in connection with a residential development in which Thirdi would, and did, own four or more dwellings. Thirdi is deemed to be a 'developer' in relation to the residential building work.

Particulars

Section 3A of the HBA.

40. The D&C Work is deemed to have been done on behalf of Thirdi, and so the D&C Work is taken to have been done by Thirdi.

Particulars

Section 18C(2) of the HBA

41. The Plaintiffs and the Group Members who:

- (a) are the immediate successor in title to their Terrace from Thirdi; or

- (b) are a successor in title from a person entitled to the benefit of the Statutory Warranties,
are entitled to the benefit of the Statutory Warranties from Thirdi as if Thirdi were required to hold a contractor licence and had done the work under a contract with that successor in title to do the work.

Particulars

Sections 18C and 18D of the HBA.

Statutory Warranties provided by H&M

42. At all material times, Thirdi was entitled to the benefit of the Statutory Warranties provided by H&M under the Construction Contract.

Particulars

Sections 18B(1) of the HBA.

43. The Plaintiffs and the Group Members who:
- (a) are the immediate successor in title to their Terrace from Thirdi; or
 - (b) are a successor in title from a person entitled to the benefit of the Statutory Warranties,
- are entitled to the benefit of the Statutory Warranties from H&M as a successor in title to a person entitled to the benefit of the Statutory Warranties.

Particulars

Section 18D of the HBA.

Breach of Statutory Warranties

44. The plaintiff has made the following observations in respect of her Terrace:
- (a) there are continued power outages;
 - (b) the air-conditioning system does not provide for adequate cooling, and no manufacturer's warranty has been provided;
 - (c) there is inadequate ventilation in the bathroom and laundry areas, and individual fan units have not been installed in these areas;
 - (d) the hot water system results in hot water taking 2-3 minutes to reach the kitchen sink;
 - (e) the rooftop barbeque has not been installed with a rangehood;
 - (f) the garage has exposed services with no ceiling;
 - (g) the kitchen splashback is not sandblasted;
 - (h) the kitchen joinery exhaust cover has not been installed;
 - (i) no certified sewer plan has been provided; and

(j) the laundry sink installed has only an approximate 10L capacity, (together, the **Defective Works**).

45. By reason of paragraph C.44 above, and in breach of the Statutory Warranties, H&M and thereby Thirdi:

- (a) failed to complete the D&C Work with due care and skill and in accordance with the plans and specifications set out in the Construction Contract;
- (b) failed to use materials which were good and suitable for the purpose for which they are used;
- (c) failed to comply with all legislative requirements; and
- (d) failed to deliver works that were reasonably fit for occupation as a dwelling.

Duty of care under the DBP Act

46. The Terrace is a 'building' within the meaning of section 36(1) of the DBP Act.

47. The Plaintiff and the Group Members are the 'owner' of their respective Terraces within the meaning of section 36(1) of the DBP Act.

Particulars

Subsection (a) in the definition of 'owner' in section 36(1) of the DBP Act.

Duty of care owed by H&M

48. In carrying out the D&C Works, H&M undertook 'construction work' within the meaning of section 36(1) of the DBP Act.

Particulars

Subsections (a), (b) and (d) in the definition of 'construction work' in section 36(1) of the DBP Act.

49. Further or alternatively, at all material times pursuant to section 37(1) and Schedule 1, clause 5(1) of the DBP Act, H&M owed the Plaintiff a duty to exercise reasonable care to avoid economic loss caused by defects:

- (a) in or related to her Terrace; and
- (b) arising from the construction work it carried out,

(the **H&M Statutory Duty**).

50. The H&M Statutory Duty is owed to the Plaintiff and each of the Group Members pursuant to section 37(2) of the DBP Act.

51. In breach of the H&M Statutory Duty and in the circumstances set out in paragraph C.44 above, H&M failed to exercise reasonable care in executing and completing the D&C Works such that, by reason of the Defective Works, there are defects:

- (a) in or related to each Terrace; and
- (b) arising from the construction work it carried out.

Duty of care owed by Policom

52. In carrying out the Policom Services, Policom undertook 'construction work' within the meaning of section 36(1) of the DBP Act.

Particulars

Subsection (b) in the definition of 'construction work' in section 36(1) of the DBP Act.

53. Further or alternatively, at all material times pursuant to section 37(1) and Schedule 1, clause 5(1) of the DBP Act, Policom owed the Plaintiff a duty to exercise reasonable care to avoid economic loss caused by defects:

- (a) in or related to her Terrace; and
- (b) arising from the construction work it carried out,
(the **Policom Statutory Duty**).

54. The Policom Statutory Duty is owed to the Plaintiff and each of the Group Members pursuant to section 37(2) of the DBP Act.

55. In breach of the Policom Statutory Duty and in the circumstances set out in paragraph C.44(a) above, Policom failed to exercise reasonable care in executing and completing the Policom Services such that there are defects:

- (a) in or related to each Terrace; and
- (b) arising from the construction work it carried out.

Duty of care owed by Kimy Air

56. In carrying out the Kimy Air Services, Kimy Air undertook 'construction work' within the meaning of section 36(1) of the DBP Act.

Particulars

Subsections (a), (b) and (c) in the definition of 'construction work' in section 36(1) of the DBP Act.

57. Further or alternatively, at all material times pursuant to section 37(1) and Schedule 1, clause 5(1) of the DBP Act, Kimy Air owed the Plaintiff a duty to exercise reasonable care to avoid economic loss caused by defects:

- (a) in or related to her Terrace; and
- (b) arising from the construction work it carried out,
(the **Kimy Air Statutory Duty**).

58. The Kimy Air Statutory Duty is owed to the Plaintiff and each of the Group Members pursuant to section 37(2) of the DBP Act.

59. In breach of the Kimy Air Statutory Duty and in the circumstances set out in paragraph C.44(b) and (c) above, Kimy Air failed to exercise reasonable care in executing and completing the Kimy Air Services such that there are defects:
- (a) in or related to each Terrace; and
 - (b) arising from the construction work it carried out.

Duty of care owed by SCC

60. In carrying out the SCC Services, SCC undertook 'construction work' within the meaning of section 36(1) of the DBP Act.

Particulars

Subsections (a), (b) and (c) in the definition of 'construction work' in section 36(1) of the DBP Act.

61. Further or alternatively, at all material times pursuant to section 37(1) and Schedule 1, clause 5(1) of the DBP Act, SCC owed the Plaintiff a duty to exercise reasonable care to avoid economic loss caused by defects:
- (a) in or related to her Terrace; and
 - (b) arising from the construction work it carried out,
- (the **SCC Statutory Duty**).
62. The SCC Statutory Duty is owed to the Plaintiff and each of the Group Members pursuant to section 37(2) of the DBP Act.
63. In breach of the SCC Statutory Duty and in the circumstances set out in paragraph C.44(d) above, SCC failed to exercise reasonable care in executing and completing the SCC Services such that there are defects:
- (a) in or related to each Terrace; and
 - (b) arising from the construction work it carried out.

Loss and damages

64. The Plaintiff and the Group Members have each suffered loss and damage by reason of:
- (a) Thirdi's breach of the Statutory Warranties;
 - (b) H&M's breach of the Statutory Warranties;
 - (c) further and in the alternative to subparagraph (a) above, Thirdi's breach of the Thirdi Statutory Duty;
 - (d) further and in the alternative to subparagraph (b) above, H&M's breach of the H&M Statutory Duty;
 - (e) Policom's breach of the Policom Statutory Duty;

- (f) Kimy Air's breach of the Kimy Air Statutory Duty; and
- (g) SCC's breach of the SCC Statutory Duty.

Particulars

The Plaintiff and Group Members will suffer loss and damage, including:

- (A) costs that have been and will be incurred to rectify the Defective Works and their impacts;
- (B) costs of interruption to tenants, including any losses or compensation to be paid to tenants relocated as a result of, or otherwise affected by, the performance of rectification works; and
- (C) costs that have been and will be incurred to retain and instruct expert personnel to identify, investigate and report on the Defective Works.

65. The Plaintiff, on their own behalf and on behalf of the Group Members, claim:

- (a) an order pursuant to sections 48O(1)(c) and 48MA of the HBA that the defendants do all acts and supply all materials necessary to rectify the Defective Works;
- (b) further or in the alternative, pursuant to section 177(1)(f) of the *Civil Procedure Act 2005* (NSW), damages in an aggregate amount;
- (c) interest in accordance with section 100 of the *Civil Procedure Act 2005* (NSW);
- (d) costs; and
- (e) interest on costs.

D. QUESTIONS APPROPRIATE FOR REFERRAL TO A REFEREE

Nil.

E. MEDIATION

The parties have not attempted mediation. The Plaintiff is willing to mediate at an appropriate time.

SIGNATURE OF LEGAL REPRESENTATIVE

Signature



Capacity

Solicitor on the record

Date of signature

24 June 2022

SCHEDULE A

Owner name	Certificate of Title	Development Plan reference	Street address
Catherine Annette Taylor Wilson Wong	1/1234137	Lot 1	75 William Lane, Alexandria 2015 NSW
Richard Michael William Kenyon	2/1234137	Lot 2	73 William Lane, Alexandria 2015 NSW
Ronnie Long Yin Chiu Teresa Mun Cheng	3/1234137	Lot 3	71 William Lane, Alexandria 2015 NSW
Daphne Gail Yao	4/1234137	Lot 4	69 William Lane, Alexandria 2015 NSW
Keiran Nicole Liprini James Robert Fraser Clancy	5/1234137	Lot 5	67 William Lane, Alexandria 2015 NSW
Taylor Dobson Property No1 Pty Ltd	6/234137	Lot 6	65 William Lane, Alexandria 2015 NSW
Hong Liu	7/1234137	Lot 7	63 William Lane, Alexandria 2015 NSW
Hoang Cung Nguyen Quang Duc Duong	8/1234137	Lot 8	61 William Lane, Alexandria 2015 NSW
Lu Ye	9/1234137	Lot 9	59 William Lane, Alexandria 2015 NSW
Zhou Jin	10/1234137	Lot 10	57 William Lane, Alexandria 2015 NSW
Lisha Dai	11/1234137	Lot 11	55 William Lane, Alexandria 2015 NSW
Jeffrey Edward Bennett Rebecca Anne Lewis	12/1234137	Lot 12	53 William Lane, Alexandria 2015 NSW
Alex Swee Hoe Tan	13/1234137	Lot 13	51 William Lane, Alexandria 2015 NSW
Sandip Keshana Pinnawalage Tara Mary Page	14/1234137	Lot 14	49 William Lane, Alexandria 2015 NSW
Michael Alan Barnes Azar-Michelle Masalehdani	15/1234137	Lot 15	47 William Lane, Alexandria 2015 NSW
Paul John Raine Mark David Montgomery	16/1234137	Lot 16	45 William Lane, Alexandria 2015 NSW
Suyin Veronica Harris Peter Anthony Fox	17/1234137	Lot 17	43 William Lane, Alexandria 2015 NSW
Julia Zhang Andrew Garhoe Duong	18/1234137	Lot 18	41 William Lane, Alexandria 2015 NSW
Joyce Sui Li Low	19/1234137	Lot 19	41 William Street, Alexandria 2015 NSW
Benjamin John Grange Ian Michael Doyle	20/1234137	Lot 20	39A William Street, Alexandria 2015 NSW
Daniel Shun-Hang Yeung Jennifer Poon	21/1234137	Lot 21	39 William Street, Alexandria 2015 NSW
Jeremy Yat Kei Chow	22/1234137	Lot 22	37C William Street, Alexandria 2015 NSW

Owner name	Certificate of Title	Development Plan reference	Street address
Wing Yan Chau Rutger Christiaan Hesseling	23/1234137	Lot 23	37B William Street, Alexandria 2015 NSW
David James Cameron Collins Ngoc Thi My Nguyen	24/1234137	Lot 24	37A William Street, Alexandria 2015 NSW
Hugo Cole Severin	25/1234137	Lot 25	37 William Street, Alexandria 2015 NSW
Stephen Antony Donaldson	26/1234137	Lot 26	35C William Street, Alexandria 2015 NSW
Pradnya Dugal	27/1234137	Lot 27	35B William Street, Alexandria 2015 NSW
Con Stavrou Dimitra Stavrou	28/1234137	Lot 28	35A William Street, Alexandria 2015 NSW
Michael Wei Cong Wu	29/1234137	Lot 29	35 William Street, Alexandria 2015 NSW
Diana Hurduc Gica Hurduc	30/1234137	Lot 30	33C William Street, Alexandria 2015 NSW
Jason Ying-Yiu Cheung Jie Min Li	31/1234137	Lot 31	33B William Street, Alexandria 2015 NSW
Tom Tung Mayes Karin Anna Birgitta Andreasson	32/1234137	Lot 32	33A William Street, Alexandria 2015 NSW
Jing Zhu	33/1234137	Lot 33	33 William Street, Alexandria 2015 NSW
Qi Yi	34/1234137	Lot 34	31C William Street, Alexandria 2015 NSW
Daniele Tignani	35/1234137	Lot 35	31B William Street, Alexandria 2015 NSW
Gordana Graoroski Cane Graoroski	36/1234137	Lot 36	31A William Street, Alexandria 2015 NSW
Wenfang Jiang	37/1234137	Lot 37	31 William Street, Alexandria 2015 NSW