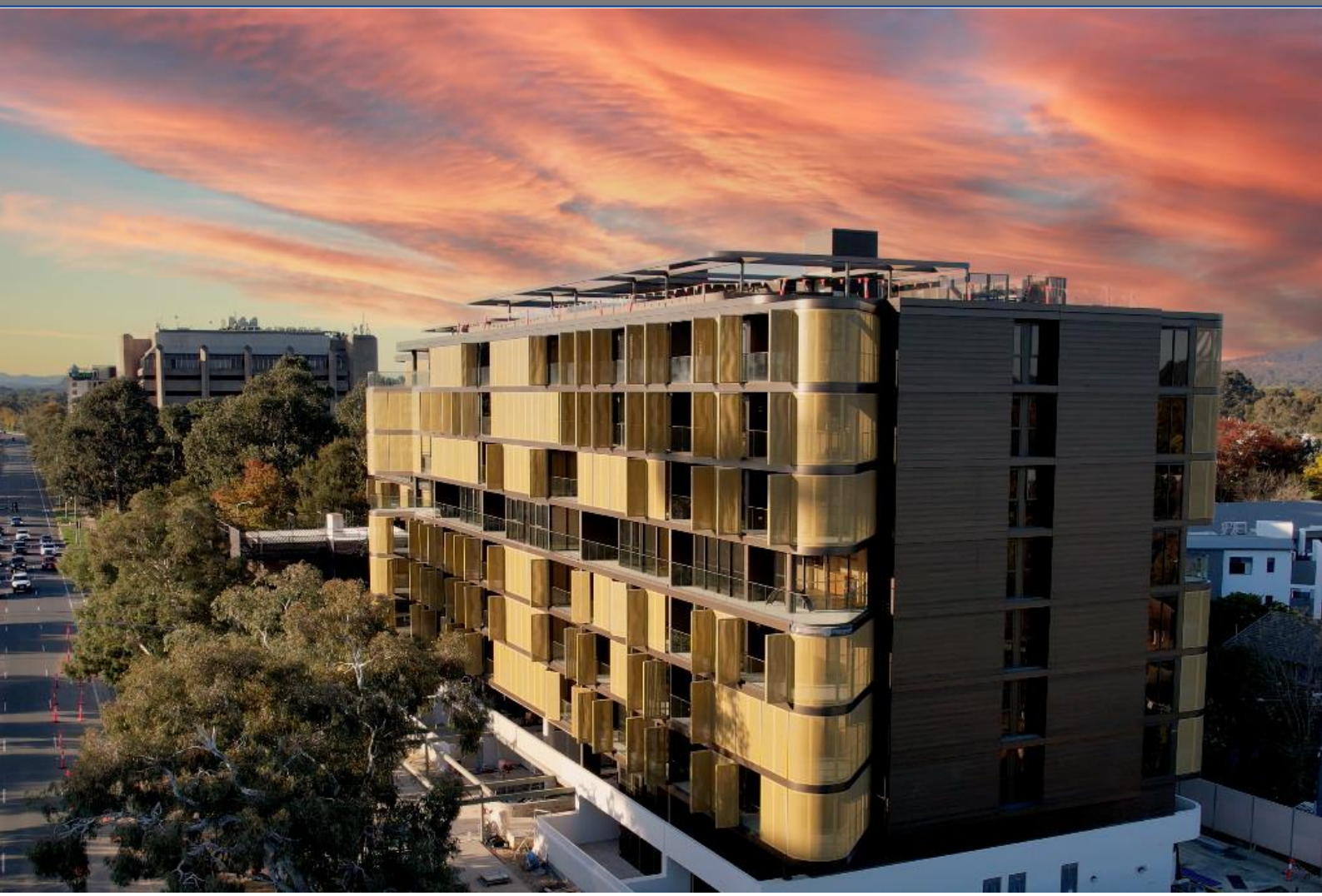
Kashmir Apartments Defect Management Process



Version 2.1

Proudly developed by

Art

1. Introduction

As a valued customer, we thank you for choosing to purchase your home from us.

As you are aware, **Art Group** as the developer contracted **Core Building Group Pty Ltd** for the Kashmir Apartments.

This note provides details on the process of managing issues raised under the Defect in accordance with your contract for sale.

For details on fixtures, finishes, maintenance, warranties and the like (times and claims procedures), please refer to the electronic copies of manufacturer publications, available on your dedicated **Kashmir Customer Portal** at https://kashmir.artgroup.com.au.

2. Pre-settlement Inspection

Prior to settlement of your apartment, you conducted a pre-settlement inspection where you noted the condition of your apartment as per your contract of sale completion of your contract. Any issues raised during that inspection should have been addressed prior to your occupation. Any outstanding or incomplete defects yet to be addressed, will be resolved as part of your 90-day Defect Liability Period as per the terms of your contract for sale. Please ensure these items are relisted on your 90-day defect list.

3. 90-day Defect Liability Period

Art Group will manage and rectify additional defects in accordance with the contract for sale (Updated 6 Nov 2023).

Please be advised that only one list can be submitted within 90-days from the date of Completion or the date of the Buyer taking occupation of the unit, whichever is the earlier.

If you require any maintenance works nearing the end of your Defects Liability Period, please send a detailed list via email to kashmir@artgroup.com.au and by registered post sent to:

Kashmir Defects
C/- Meyer Vandenberg Lawyers GPO Box 764
Canberra City ACT 2601

For any urgent matters, please contact **Vantage Strata** on **1800 878 728.**

For your information and reference, below is an extract from the contract for sale further explaining the maintenance obligations.

Yours Sincerely,
Art Group Team

4. Emergency Contacts

SERVICE	COMPANY	NAME	Contact
Air Conditioning and Mechanical Fans	CMS Canberra Mechanical Services	Switchboard	admin@cmservices.net.au (02) 6284 4221
Electricity	Origin Energy	Switchboard	1800 684 993
Electrical & Security	JCL Electrics	Matt Parker	(02) 6260 2488 matt@jclelectrics.com.au
Internet	Lightning Broadband	Switchboard Daniel Birner	1800 477 333 0417 321 522
Sprinklers & Fire Alarms	FS Solutions	Damien McKenzie-McHarg	1300 131 357 d.mckenzie-mcharg@fssolutions.com.au
Water & Gas	Cappello Hydraulics	Jovan Batar	0431 532 652

Sample Contract Defect clause noted below:

79. Urgent Defects Rectification

79.1 At any time during the Defects Liability Period, the Buyer may notify the Developer in writing of any Defect relating to:

(a) electricity or gas supplies or distribution;

(b) sewerage or drainage; or

(c) any portion of the Unit the fault or defect in which could materially restrict or interfere with the property use and enjoyment of the Unit by the Buyer,

and the Developer will rectify such Defects as soon as practicable after notification at no cost to the Buyer.

80. Post-Completion Defects

80.1 For any Defect other than those noted in Special Condition 79, the Buyer will submit a single written list of Defects to the Seller during the Defects Liability Period (Post- Completion List).

80.2 Neither the Seller nor the Developer is liable to rectify any superficial damage to or Defects in the Unit or the Inclusions unless they were noted on the Pre-Completion List.

80.3 The Developer will rectify the Post Completion List within 90 days of notification at no cost to the Buyer.

80.4 The Buyer will make the Unit available to the Developer and its contractors at times notified to the Buyer from time to time to enable rectification of the Pre-Completion List and the Post-Completion List.

80.5 Neither the Seller nor the Developer is liable for any matter covered by a manufacturer's warranty.

80.6 The Developer will use best endeavours to assign the benefit of all manufacturers' warranties to the Buyer.