

Contract of Sale of Real Estate

Property address **102/388 Murray Road, Preston 3072**

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/...../2025

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2025

Print name(s) of person(s) signing: **MARIE STACEY KOVACEVIC**

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 a publicly advertised auction or on the day on which the auction was held; or
- * you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- * you bought the land within 3 clear business days after a publicly advertised auction was held; or
- * the property is used primarily for industrial or commercial purposes; or
- * the property is more than 20 hectares in size and is used primarily for farming; or
- * you and the vendor 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.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

Property address

The address of the land is: **102/388 Murray Road, Preston 3072**

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

All Fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment (general condition 14 and 17)

Price	\$			
Deposit	\$	_____	by	(of which \$ _____ has been paid)
Balance	\$	_____	payable at settlement	

GST (general condition 19)

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 17)

is due on

PLEASE NOTE - NO Settlements between 19/12/2025-12/01/2026 – our office will be closed.

See special condition 25.

Please ensure you do NOT choose a settlement date whilst we and other Conveyancing Practices are CLOSED, Lenders are on skeleton staff and Estate Agents are often not able to arrange Final Inspections.

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 5.1

If '**subject to lease**' then particulars of the lease are :

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

Terms contract (general condition 30)

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 20)

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

Lender:

Loan amount

Approval date:

FIRB APPROVAL REQUIRED (Special Condition 16)

YES Passport Provided? Yes or No?

Passport Number

NO

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

Special conditions

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: No Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid: at completion at another time (specify):

Is any of the consideration not expressed as an amount in money? No Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

Special Conditions

1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

2. Acceptance of title

General condition 12.4 is added:

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.

3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
 - 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
 - 3.3 This special 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 is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
 - 3.4 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.
 - 3.5 The Purchaser must:
 - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
 - 3.6 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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special 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.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.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.
 - 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
 - 3.9 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.
 - 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

4. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 4.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 Each party must:
- be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - 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
 - conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 Settlement occurs when the workspace records that:
- the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - 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.
- 4.7 The parties must do everything reasonably necessary to effect settlement:
- electronically on the next business day; or
 - 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 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 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.
- 4.9 The Vendor must before settlement:
- deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - 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,
 - 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
 - direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The Vendor must, at least 3 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.

5. GST withholding

- 5.1 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.
- 5.2 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.
- 5.3 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.

5.4 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.

5.5 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:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

- (a) 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.

5.7 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:

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

5.8 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.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 of 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.

5.10 The vendor warrants that:

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

5.11 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:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) 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.

5.12 This general condition will not merge on settlement.

6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all orders or requirements under the building regulations.
- 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
- 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
- 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

9.6 The Purchaser acknowledges that the Vendor makes no Representation for any permits or approvals of any improvements to the property, if any. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.6 and the purchaser shall make no request, claims, seek compensation or delay settlement or rescind or terminate the Contract of Sale whatsoever because of special condition 9.6. The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to special condition 9.6.

9.7 General Condition 12 is Deleted from this Contract.

10. Improvements.

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

11. Planning.

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

12. Restrictions.

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

13. Settlement.

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.
- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

14. Licence Agreement.

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

15. Guarantee & Indemnity.

15.1 Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

16. Foreign Acquisitions and Takeovers Act 1975.

- 16.1 If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
- 16.1.1 warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 16.2 If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
- 16.2.1 must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor
- 16.2.2 The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.
- 16.2.3 The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

17. Loans / Finance

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

18. Indemnity – Estate Agent

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

19. Adjustments of Outgoings

- 19.1 The Purchaser must provide current valid copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:
- (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or
- (b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or
- 19.2.2 On such other basis,
- as the Vendor may reasonably direct the Purchaser on or before the settlement date.
- 19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

20. Stamp Duty – Purchasers Buying in unequal Interest

- 20.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).
- 20.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.
- 20.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

21. Vendor Statement

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

22. Trust

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;

23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;

23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.

23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and

23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

23. Personal property securities register

Notwithstanding General Condition 11 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

24. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising from and electricity generated by the solar panels, or otherwise.

25. Christmas & New Year Holiday Period

If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January in the following calendar year. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set to 15 January of the following calendar year, or make any objection, requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.

GUARANTEE & INDEMNITY

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1. HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- (a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- (c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained
- (d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor:

Purchaser:

Guarantor:

Contract: A contract dated the of 2025 between the vendor and the purchaser

EXECUTED AS A DEED on the of 2025

SIGNED SEALED AND DELIVERED BY)

The said guarantor in the presence of:)

.....

Witness

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the 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.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, 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.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives-
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1) (b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 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;

- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if-
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 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.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- must not exceed 10% of the price; and
 - must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - there are no debts secured against the property; or
 - if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - by cheque drawn on an authorised deposit-taking institution; or
 - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- 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
 - any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- settlement;
 - the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment 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 lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 24.5 The purchaser must:
- (a) The engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor’s entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and

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

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

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land; and
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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](https://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.

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.

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	102/388 Murray Road, Preston 3072
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Vendor's name	MARIE STACEY KOVACEVIC	Date / /
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Vendor's signature	
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Purchaser's name		Date / /
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Purchaser's signature	
------------------------------	--

Purchaser's name		Date / /
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Purchaser's signature	
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1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$10,000.00

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

	To	
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Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

If any are contained in the attached certificates and/or statements.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

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

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable.

8 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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

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

Page 1 of 1

VOLUME 11625 FOLIO 466

Security no : 124129641592E
Produced 06/11/2025 07:30 AM

LAND DESCRIPTION

Lot 102 on Plan of Subdivision 733538P.
PARENT TITLE Volume 10058 Folio 998
Created by instrument PS733538P 06/01/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARIE STACEY KOVACEVIC of 3 MISTY WALK BUNDOORA VIC 3083
AV591922V 04/05/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW274220R 16/11/2022
MACQUARIE BANK LTD

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

DIAGRAM LOCATION

SEE PS733538P 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 102 388 MURRAY ROAD PRESTON VIC 3072

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 16/11/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS733538P

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS733538P
Number of Pages (excluding this cover sheet)	12
Document Assembled	06/11/2025 07:30

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<h1>PLAN OF SUBDIVISION</h1>	EDITION 1	<h1>PS 733538P</h1>
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<p>LOCATION OF LAND</p> <p>PARISH: JIKA JIKA</p> <p>TOWNSHIP:</p> <p>SECTION:</p> <p>CROWN ALLOTMENT:</p> <p>CROWN PORTION: 147 (PART)</p> <p>TITLE REFERENCE: VOL 10058 FOL 998</p> <p>LAST PLAN REFERENCE: PS 314038Y (LOT 1)</p> <p>POSTAL ADDRESS: 390 MURRAY ROAD (at time of subdivision) PRESTON 3072</p> <p>MGA CO-ORDINATES: E: 323660 ZONE: 55 (of approx centre of land N: 5821470 GDA 94 in plan)</p>	<p>Council Name: Darebin City Council</p> <p>Council Reference Number: SUB/169/2015 Planning Permit Reference: D/681/2015 SPEAR Reference Number: S073120V</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has not been satisfied at Certification Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 09/12/2015)</p> <p>Digitally signed by: Benjamin John Nicholson for Darebin City Council on 03/12/2015</p>
--	---

VESTING OF ROADS AND/OR RESERVES	NOTATIONS
---	------------------

IDENTIFIER	COUNCIL/BODY/PERSON	<p>COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LAND IN LOTS 1-30, 101-130, 201-228, 301-326 AND 401-419 AND INCLUDES THE STRUCTURE OF WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.</p> <p>ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS & CABLE DUCTS, SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY NO.1</p> <p>THE POSITION OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS & CABLE DUCTS, SERVICE INSTALLATIONS HAVE NOT BEEN SHOWN ON THE DIAGRAM CONTAINED HEREIN</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS</p> <p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:</p> <p style="text-align: center;">INTERIOR FACE: ALL BOUNDARIES</p> <p>* THE LOWER BOUNDARY OF E-2 IS 0.6M BELOW THE SITE. THE UPPER BOUNDARY OF E-2 IS 1.80M ABOVE THE SITE.</p>
NIL	NIL	
NOTATIONS		
DEPTH LIMITATION: DOES NOT APPLY		
<p>SURVEY: This plan is based on survey.</p> <p>STAGING: This is not a staged subdivision. Planning Permit No.</p> <p>This survey has been connected to permanent marks No(s).</p> <p>In Proclaimed Survey Area No.</p>		

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	AS PROVIDED FOR IN SECTION 528 (2)(e) OF THE LGA	SEE DIAG	SECTION 528 (2)(e) LGA 1958	M.M.B.W.
E-1	DRAINAGE	SEE DIAG	THIS PLAN	DAREBIN CITY COUNCIL
* E-2	POWERLINE	SEE DIAG	THIS PLAN (SECTION 88 OF ELECTRICITY INDUSTRY ACT 2000)	JEMENA ELECTRICITY NETWORK (VIC) LTD

<p>WEBSTER SURVEY GROUP <small>ABN: 35 456 993 855</small> 662 Main Road, Eltham 3095 P.O Box 291, Eltham 3095 Telephone: (03) 9439 4222 Facsimile: (03) 9439 5288 webstergroup.com.au</p>	<p>SURVEYORS FILE REF: 12991 20/8/2015</p> <p>Digitally signed by: NEIL ALFRED WEBSTER (Webster Survey Group), Surveyor's Plan Version (03), 03/12/2015 Amended: 06/01/2016</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 OF 12</p> <p>PLAN REGISTERED TIME: 3:22pm DATE: 6/1/2016 PAUL MOLLOY Assistant Registrar of Titles</p>
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PS 733538P

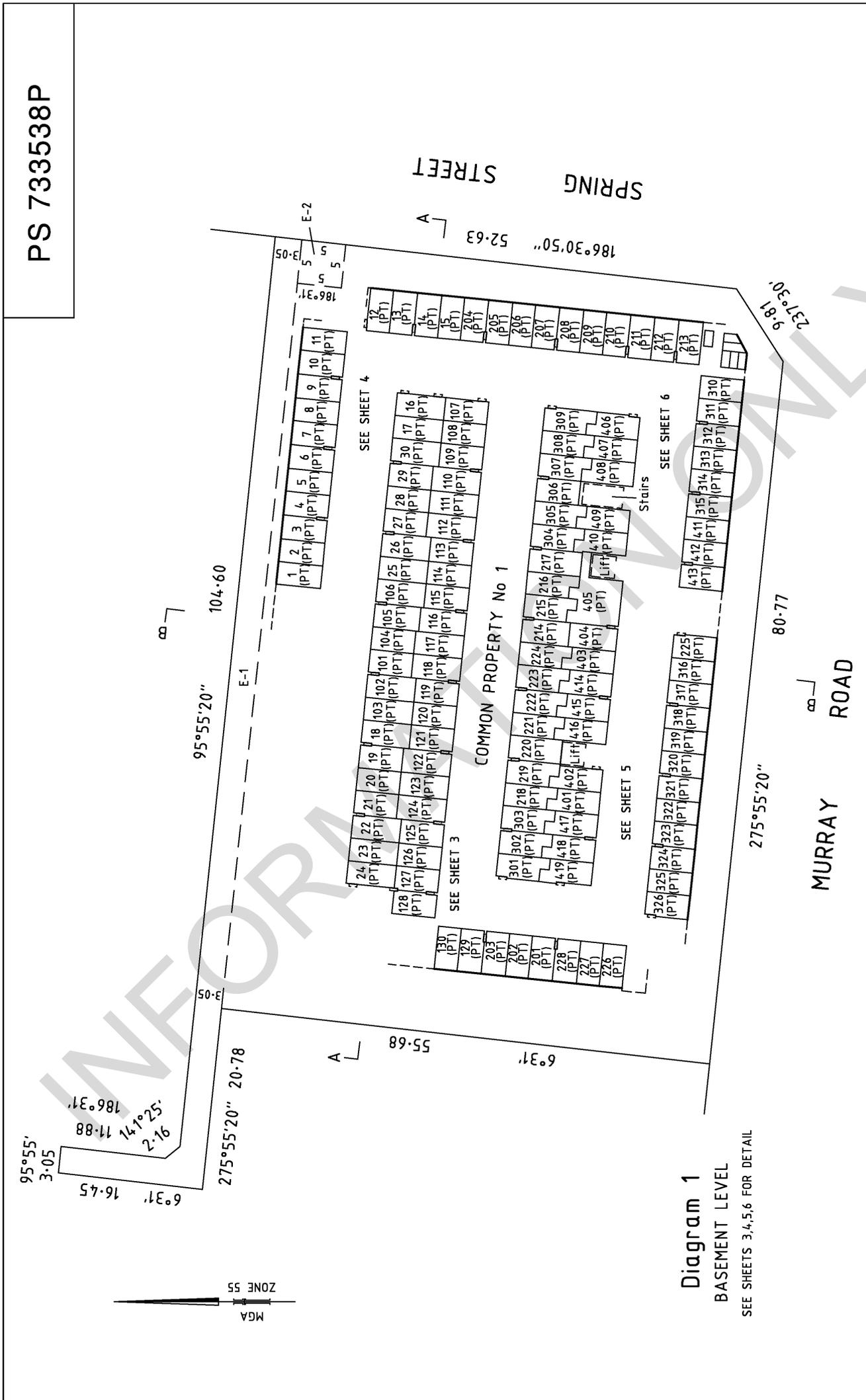
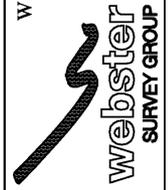


Diagram 1
BASEMENT LEVEL

SEE SHEETS 3,4,5,6 FOR DETAIL

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 Telephone: (03) 9439 4222
 Facsimile: (03) 9439 5288
webstergroup.com.au



SCALE
1:400

LENGTHS ARE IN METRES

0 4 8 12 16

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ORIGINAL SHEET
SIZE: A3

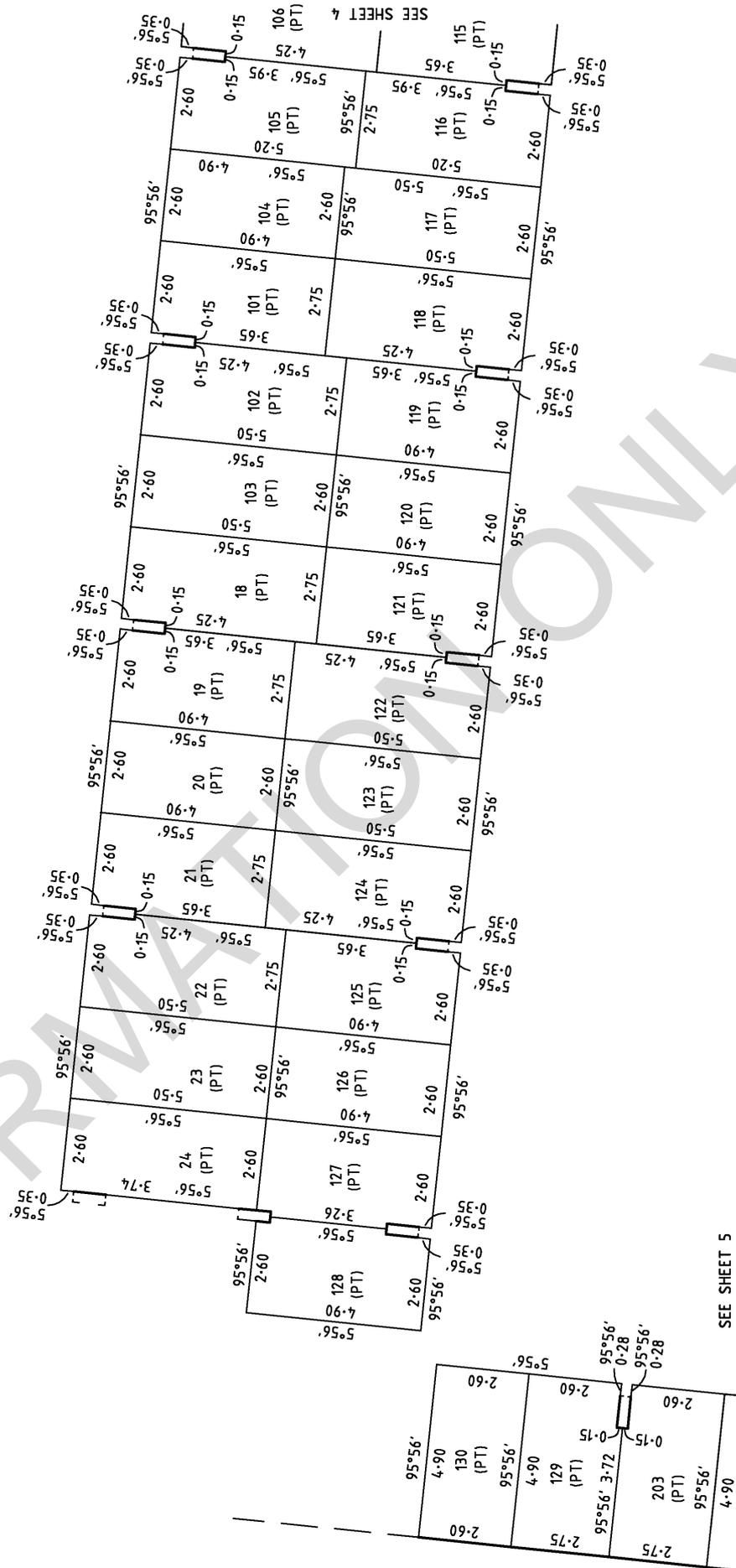
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 Darebin City Council,
 03/12/2015,
 SPEAR Ref: S073120V

SHEET 2

PS 733538P

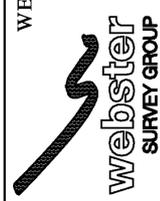


COMMON PROPERTY No 1



SEE SHEET 5

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SCALE 1:125
 LENGTHS ARE IN METRES

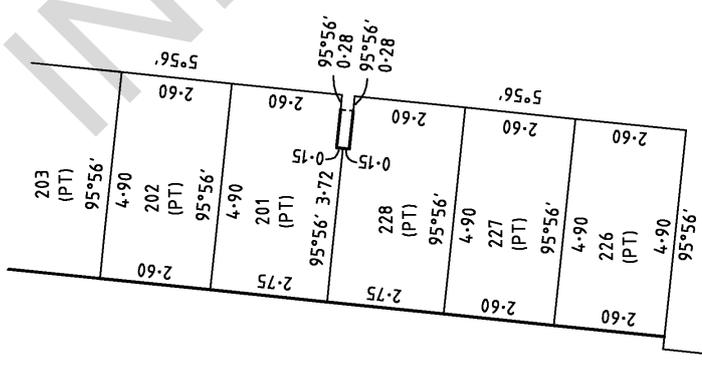
1.25	0	1.25	2.5	3.75	5
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ORIGINAL SHEET SIZE: A3
 SHEET 3

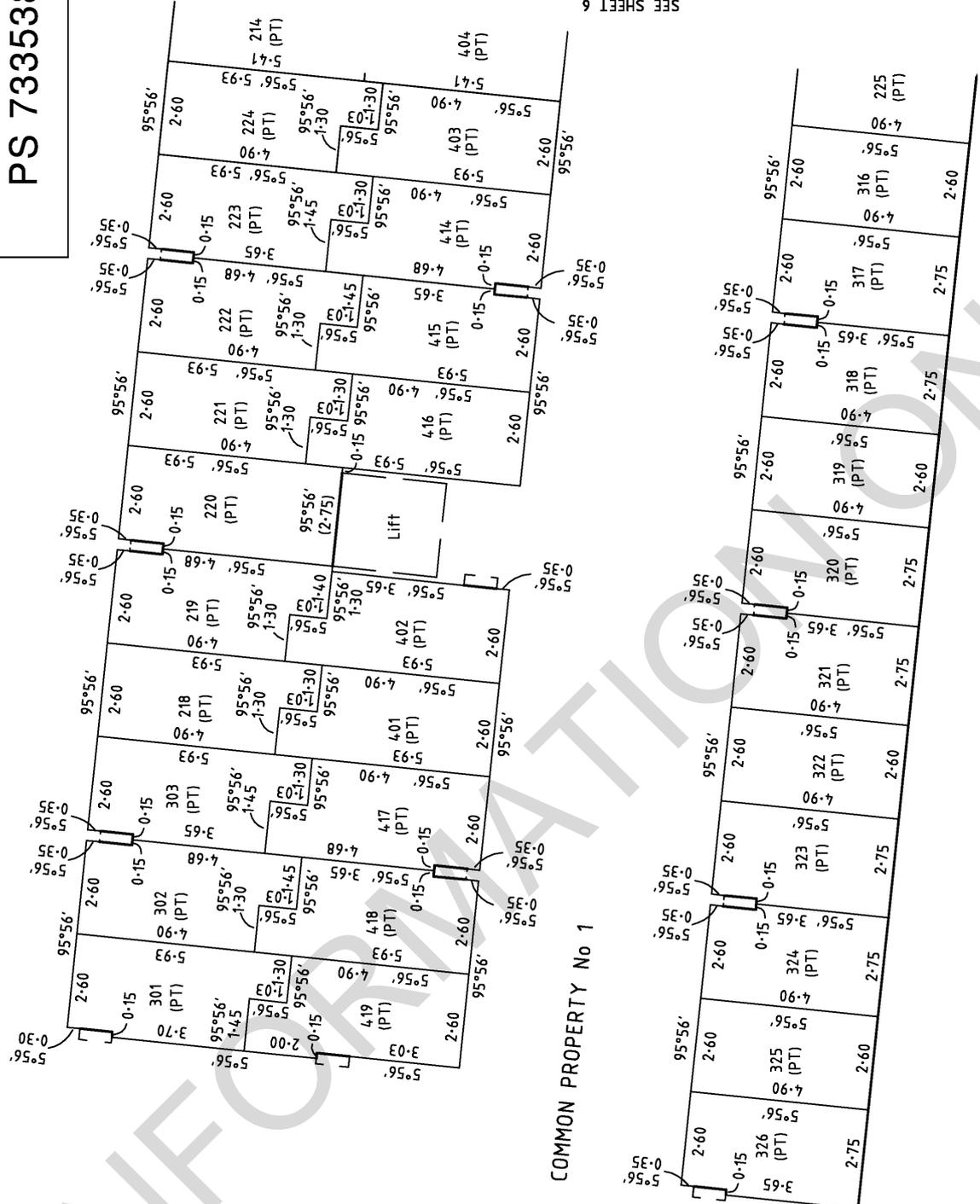
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 SPEAR Ref: S073120V

PS 733538P

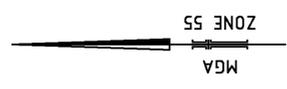
SEE SHEET 3



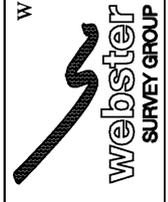
COMMON PROPERTY No 1



SEE SHEET 6



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 662 Main Road, Eltham 3095
 P. O. Box 291, Eltham 3095
 Telephone: (03) 9439 4222
 Facsimile: (03) 9439 5288
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SCALE 1:125
 LENGTHS ARE IN METRES
 1.25 0 1.25 2.5 3.75 5

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 03/12/2015 Amended: 06/01/2016

ORIGINAL SHEET SIZE: A3

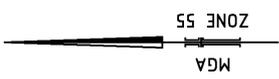
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SHEET 5

PS 733538P

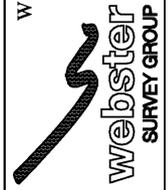


Diagram 2
GROUND STOREY



ZONE 55

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 P. O. Box 291, Eltham 3095
 Telephone: (03) 9439 4222
 Facsimile: (03) 9439 5288
webstergroup.com.au



SCALE
1:400

LENGTHS ARE IN METRES
0 4 8 12 16

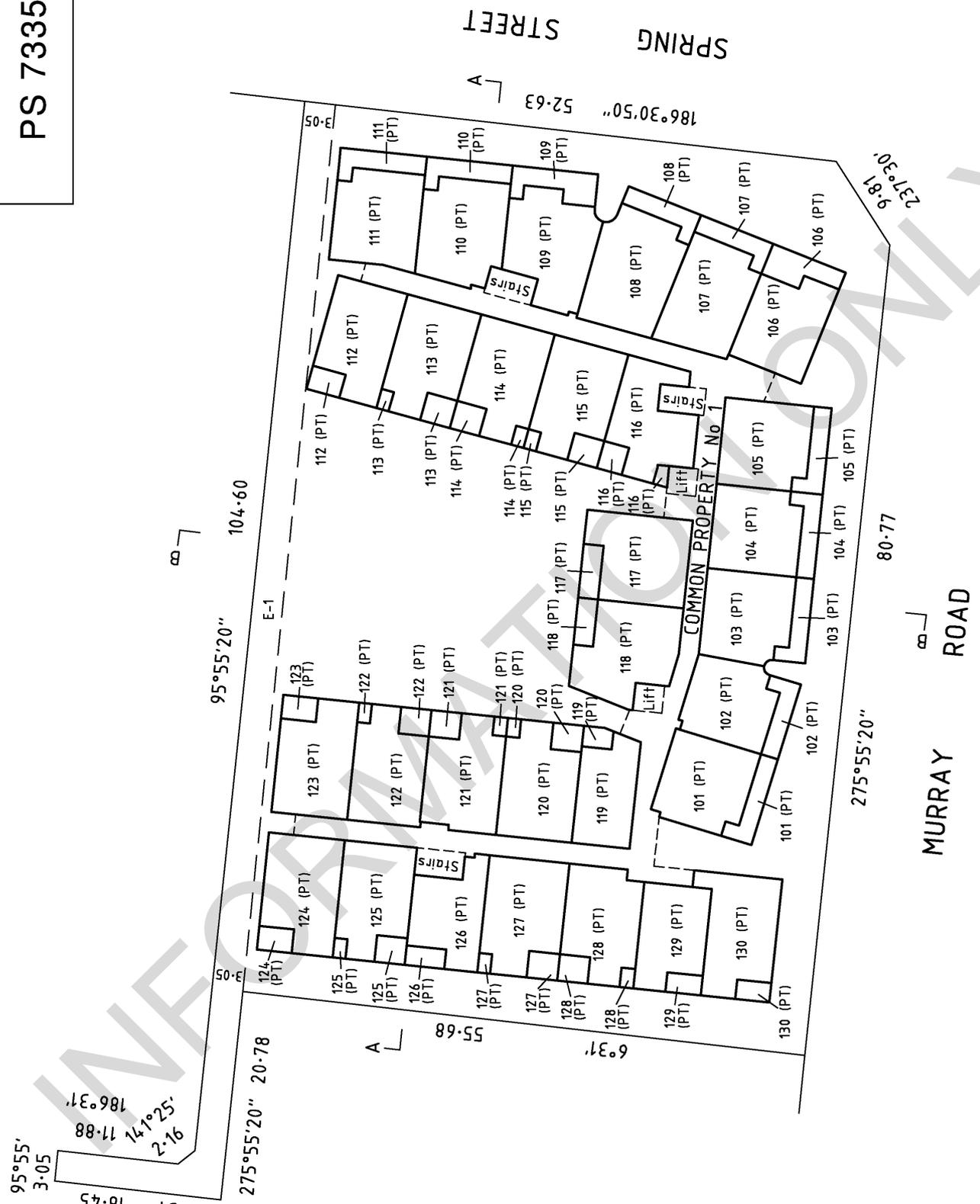
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SHEET 7

PS 733538P



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<p>WEBSTER SURVEY GROUP ABN: 35 456 993 855 662 Main Road, Eltham 3095 P. O. Box 291, Eltham 3095 Telephone: (03) 9439 4222 Facsimile: (03) 9439 5288 webstergroup.com.au</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>
<p>WEBSTER SURVEY GROUP ABN: 35 456 993 855 662 Main Road, Eltham 3095 P. O. Box 291, Eltham 3095 Telephone: (03) 9439 4222 Facsimile: (03) 9439 5288 webstergroup.com.au</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>
<p>WEBSTER SURVEY GROUP ABN: 35 456 993 855 662 Main Road, Eltham 3095 P. O. Box 291, Eltham 3095 Telephone: (03) 9439 4222 Facsimile: (03) 9439 5288 webstergroup.com.au</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>	<p>Scale 1:400 Lengths are in metres 0 4 8 12 16</p>

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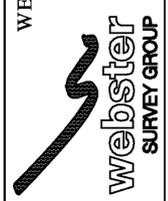
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PS 733538P



Diagram 4
2ND STOREY

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SCALE
1:400

LENGTHS ARE IN METRES

0 4 8 12 16

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SHEET 9

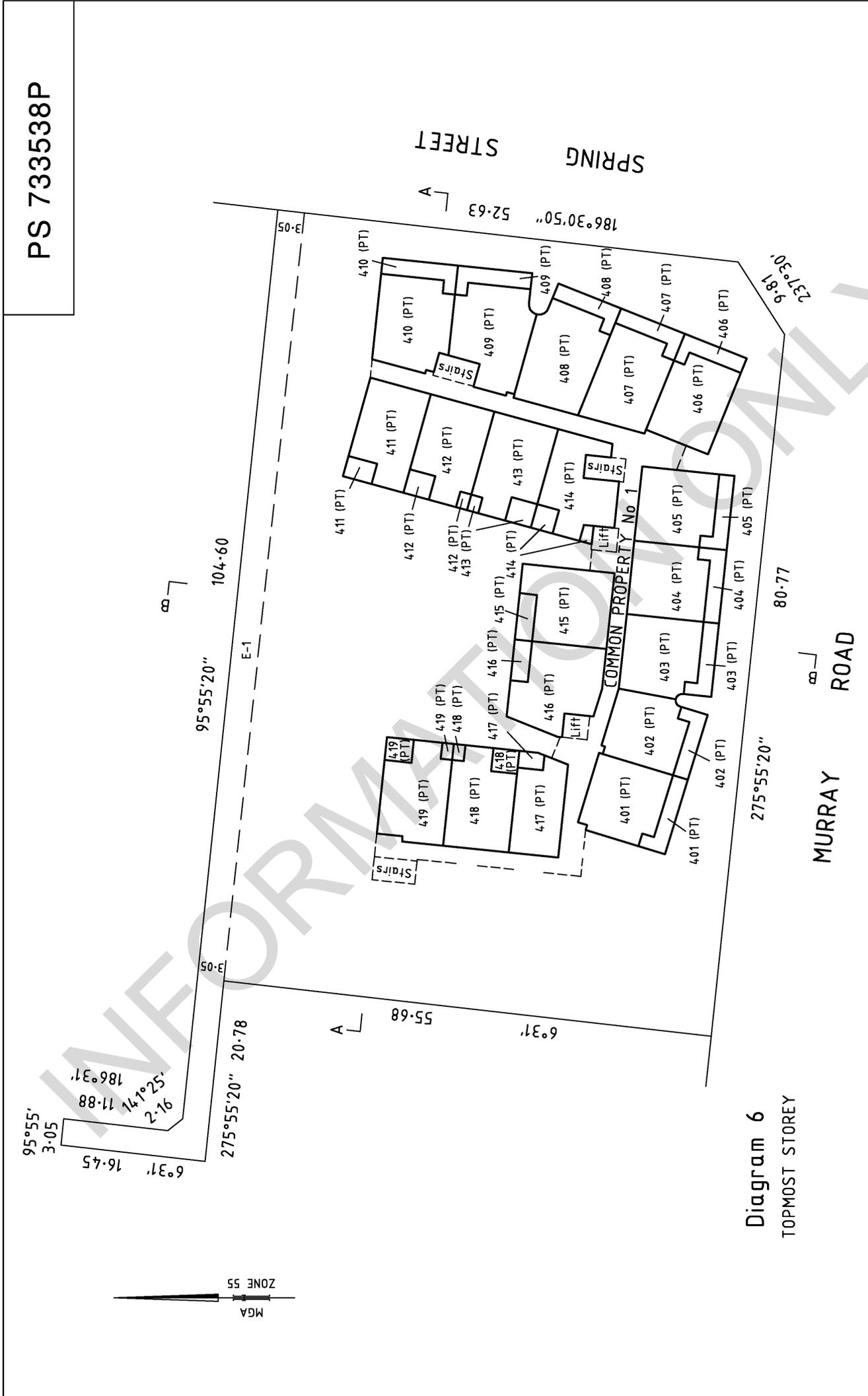
PS 733538P



Diagram 5
3RD STOREY

<p>WEBSTER SURVEY GROUP ABN: 35 456 993 855 662 Main Road, Eltham 3095 P. O. Box 29 J, Eltham 3095 Telephone: (03) 9439 4222 Facsimile: (03) 9439 5288 webstergroup.com.au</p>	<p>SCALE 1:400</p> <p>LENGTHS ARE IN METRES</p> <p>0 4 8 12 16</p>	<p>ORIGINAL SHEET SIZE: A3</p> <p>SHEET 10</p>
<p>Digitally signed by: Neil Alfred Webster (Webster Survey Group), Surveyor's Plan Version (03), 03/12/2015 Amended: 06/01/2016</p> <p>Digitally signed by: Darebin City Council, 03/12/2015, SPEAR Ref: S073120V</p>		

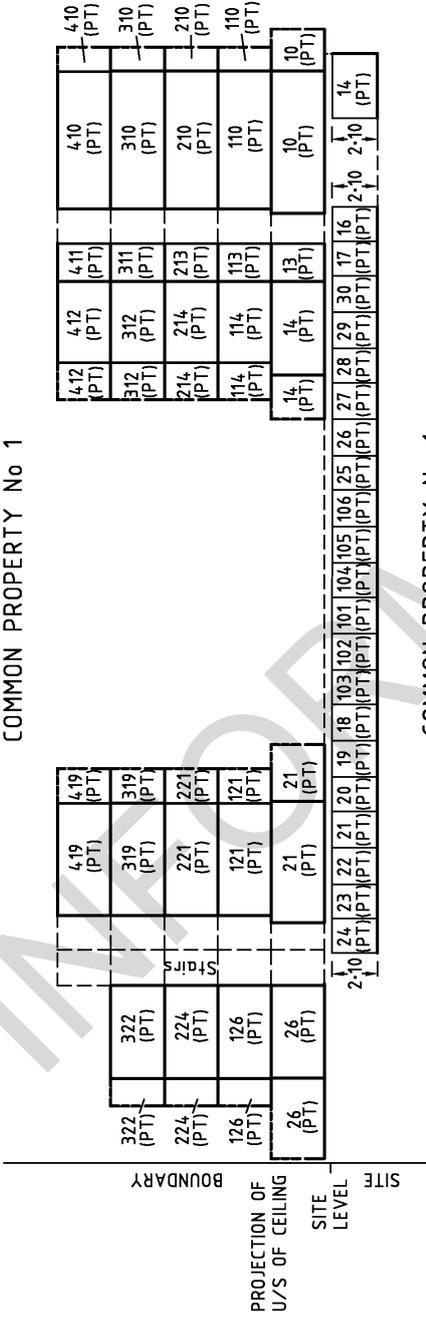
PS 733538P



<p>WEBSTER SURVEY GROUP ABN: 35 456 993 855 662 Main Road, Eltham 3095 P. O. Box 291, Eltham 3095 Telephone: (03) 9439 4222 Facsimile: (03) 9439 5288 webstergroup.com.au</p>	<p>Scale: 1:400 Lengths are in metres: 0, 4, 8, 12, 16</p>	<p>ORIGINAL SHEET SIZE: A3 SHEET 11</p> <p>Digitally signed by: Darebin City Council, 03/12/2015. SPEAR Ref: S073120V</p>
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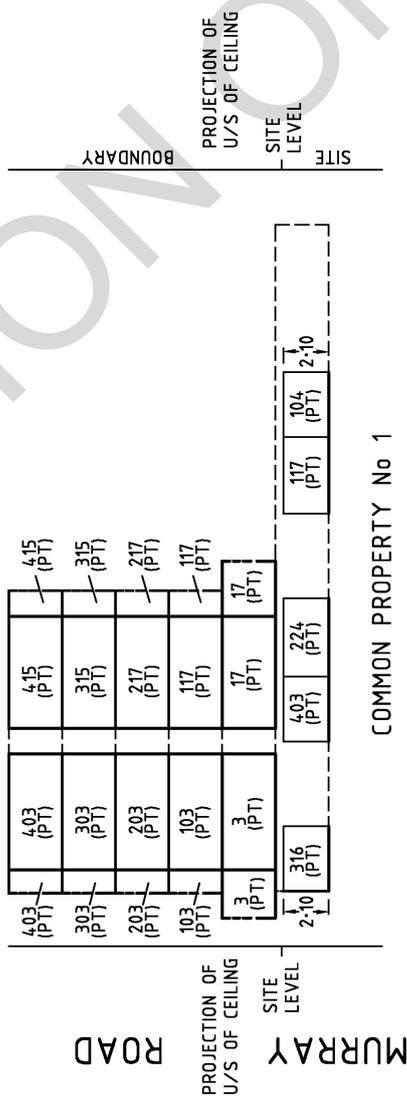
PS 733538P

COMMON PROPERTY No 1



COMMON PROPERTY No 1
CROSS SECTION A-A
(NOT TO SCALE)

COMMON PROPERTY No 1



COMMON PROPERTY No 1
CROSS SECTION B-B
(NOT TO SCALE)

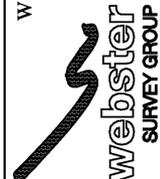
PROJECTION OF U/S OF CEILING
STREET
PROJECTION OF U/S OF CEILING
SPRING
SITE LEVEL

TYPICAL FOR ALL PART LOTS 402,405,407,410
TYPICAL FOR ALL PART LOTS ON THIS LEVEL
TYPICAL FOR ALL PART LOTS ON THIS LEVEL

PROJECTION OF U/S OF CEILING
ROAD
PROJECTION OF U/S OF CEILING
MURRAY
SITE LEVEL

TYPICAL FOR ALL PART LOTS 401,403,404,406,408,409,411-419
TYPICAL FOR ALL PART LOTS ON THIS LEVEL
TYPICAL FOR ALL PART LOTS ON THIS LEVEL

WEBSTER SURVEY GROUP
ABN: 35 456 993 855
662 Main Road, Eltham 3095
P. O. Box 29 J, Eltham 3095
Telephone: (03) 9439 4222
Facsimile: (03) 9439 5288
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Scale

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03/12/2015 Amended: 06/01/2016

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03/12/2015,
SPEAR Ref: S073120V

SHEET 12



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS733538P

The land in PS733538P is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 30, 101 - 130, 201 - 228, 301 - 326, 401 - 419.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

ACCESS STRATA MANAGEMENT PTY LTD, LEVEL 1 20 MONOMEETH DRIVE MITCHAM VIC 3132

AY103763R 21/06/2024

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AN161372A 07/10/2016

Additional Owners Corporation Information:

OC028938D 06/01/2016

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS733538P**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	8	8
Lot 20	10	10
Lot 21	10	10
Lot 22	10	10
Lot 23	10	10
Lot 24	10	10
Lot 25	10	10
Lot 26	8	8
Lot 27	10	10
Lot 28	8	8
Lot 29	10	10
Lot 30	10	10
Lot 101	10	10
Lot 102	10	10
Lot 103	10	10
Lot 104	10	10
Lot 105	10	10



Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 1
PLAN NO. PS733538P**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	10	10
Lot 107	10	10
Lot 108	10	10
Lot 109	10	10
Lot 110	10	10
Lot 111	10	10
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Lot 124	10	10
Lot 125	10	10
Lot 126	8	8
Lot 127	10	10
Lot 128	10	10
Lot 129	8	8
Lot 130	10	10
Lot 201	10	10
Lot 202	10	10
Lot 203	10	10
Lot 204	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/11/2025 07:30:06 AM

**OWNERS CORPORATION 1
PLAN NO. PS733538P**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 205	10	10
Lot 206	10	10
Lot 207	10	10
Lot 208	10	10
Lot 209	10	10
Lot 210	10	10
Lot 211	10	10
Lot 212	10	10
Lot 213	10	10
Lot 214	10	10
Lot 215	10	10
Lot 216	10	10
Lot 217	10	10
Lot 218	10	10
Lot 219	8	8
Lot 220	10	10
Lot 221	10	10
Lot 222	10	10
Lot 223	10	10
Lot 224	8	8
Lot 225	10	10
Lot 226	10	10
Lot 227	8	8
Lot 228	10	10
Lot 301	10	10
Lot 302	10	10
Lot 303	10	10
Lot 304	10	10
Lot 305	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/11/2025 07:30:06 AM

**OWNERS CORPORATION 1
PLAN NO. PS733538P**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 306	10	10
Lot 307	10	10
Lot 308	10	10
Lot 309	10	10
Lot 310	10	10
Lot 311	10	10
Lot 312	10	10
Lot 313	10	10
Lot 314	10	10
Lot 315	10	10
Lot 316	10	10
Lot 317	8	8
Lot 318	10	10
Lot 319	10	10
Lot 320	10	10
Lot 321	10	10
Lot 322	8	8
Lot 323	10	10
Lot 324	10	10
Lot 325	8	8
Lot 326	10	10
Lot 401	10	10
Lot 402	10	10
Lot 403	10	10
Lot 404	10	10
Lot 405	10	10
Lot 406	10	10
Lot 407	10	10
Lot 408	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/11/2025 07:30:06 AM

**OWNERS CORPORATION 1
PLAN NO. PS733538P**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 409	10	10
Lot 410	10	10
Lot 411	10	10
Lot 412	10	10
Lot 413	10	10
Lot 414	10	10
Lot 415	10	10
Lot 416	10	10
Lot 417	8	8
Lot 418	10	10
Lot 419	10	10
Total	1304.00	1304.00

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.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 3180/2025
Darebin Reference Number: 77093.3

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001

LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989

Date of Issue	06-Nov-2025
Assessment Number	77093.3
Applicant Reference	78667770-016-9:120499
Certificate Number	3180/2025
Property Location	102/388 Murray Road PRESTON VIC 3072
Property Description	CT-11625/466 Lot 102 PS 733538 AVPCC 125.4 - OYO Strata Flat

This Certificate provides information regarding valuations, rates, charges, other moneys owing, and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, landslips, other 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.

The level of value date is 1-Jan-2025 and the date of operation of the valuation for this property is 01-July-2025.

Site Value	\$40,000
Capital Improved Value	\$380,000
Net Annual Value	\$19,000

Certificate Number: 3180/2025
Darebin Reference Number: 77093.3

Rates and charges levied for the period 01/07/2025 - 30/06/2026

<i>Council uses Capital Improved Value for rating purposes at the following rate in the \$:</i>			
Residential	0.00181084	Residential Vacant Land	0.00543252
Business	0.00316897	Business Vacant Land	0.00724336
Vacant Retail Land	0.00724336	Mixed Use Land	0.00253517

Arrears to 30-Jun-2025	\$0.00
Arrears of Legal Fees	\$0.00
General Rates	\$688.10
Emergency Services Volunteers Fund	\$201.75
Environmental Charge	\$22.75
Interest on Current Rates to Date	\$0.00
Interest on Arrears to Date	\$0.00
Legal Costs	\$0.00
Lees State Government Pension Rebate	\$0.00
Less Council Concession	\$0.00
Less FSPL Rebate	\$0.00
Less Payments	-\$228.60
Rates and Charges due:	\$684.00
Special Rates and Charges due:	\$0.00
Total due for property: 102/388 Murray Road PRESTON VIC 3072	\$684.00

Pay settlements by:

- BPAY quoting Biller Code: 7831 and reference number 0770933
To pay \$684.00
- Council's website by Visa or MasterCard visiting darebin.vic.gov.au
Reference number 770933 to pay \$684.00

To obtain a Land Information Certificate update please telephone 03 8470 8880 or email revenue@darebin.vic.gov.au with your certificate number and the property address.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 3180/2025
Darebin Reference Number: 77093.3

General Information

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to revenue@darebin.vic.gov.au

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit www.darebin.vic.gov.au to view a copy of Council's Policy.

DISCLAIMER: Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

Vendor Conveyancer note: If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 3180/2025
Darebin Reference Number: 77093.3

IMPORTANT INFORMATION RELATING TO THIS PROPERTY

PRIVATE WASTE CONDITION

There is a Private Waste Condition on this property – No Council Bins will be issued.

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies, and interest payable to Darebin City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$30.60 being the fee for this certificate.

A handwritten signature in black ink, appearing to read 'Yvonne Condello', is positioned above the printed name.

Yvonne Condello
REVENUE SERVICES COORDINATOR

INFORMATION ONLY

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Real Estate Conveyancing C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 396012

NO PROPOSALS. As at the 6th November 2025, 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 102 388 MURRAY ROAD, PRESTON 3072
CITY OF DAREBIN

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: 6th November 2025

Telephone enquiries regarding content of certificate: 13 11 71

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1196730

APPLICANT'S NAME & ADDRESS

MELBOURNE REAL ESTATE CONVEYANCING C/-
INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

VENDOR

KOVACEVIC, MARIE STACEY

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

396012

This certificate is issued for:

LOT 102 PLAN PS733538 ALSO KNOWN AS 102/388 MURRAY ROAD PRESTON
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a ACTIVITY CENTRE ZONE - SCHEDULE 2
 and a HOUSING CHOICE AND TRANSPORT ZONE - SCHEDULE 2
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
 and a BUILT FORM OVERLAY - SCHEDULE 1
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/darebin>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

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

06 November 2025

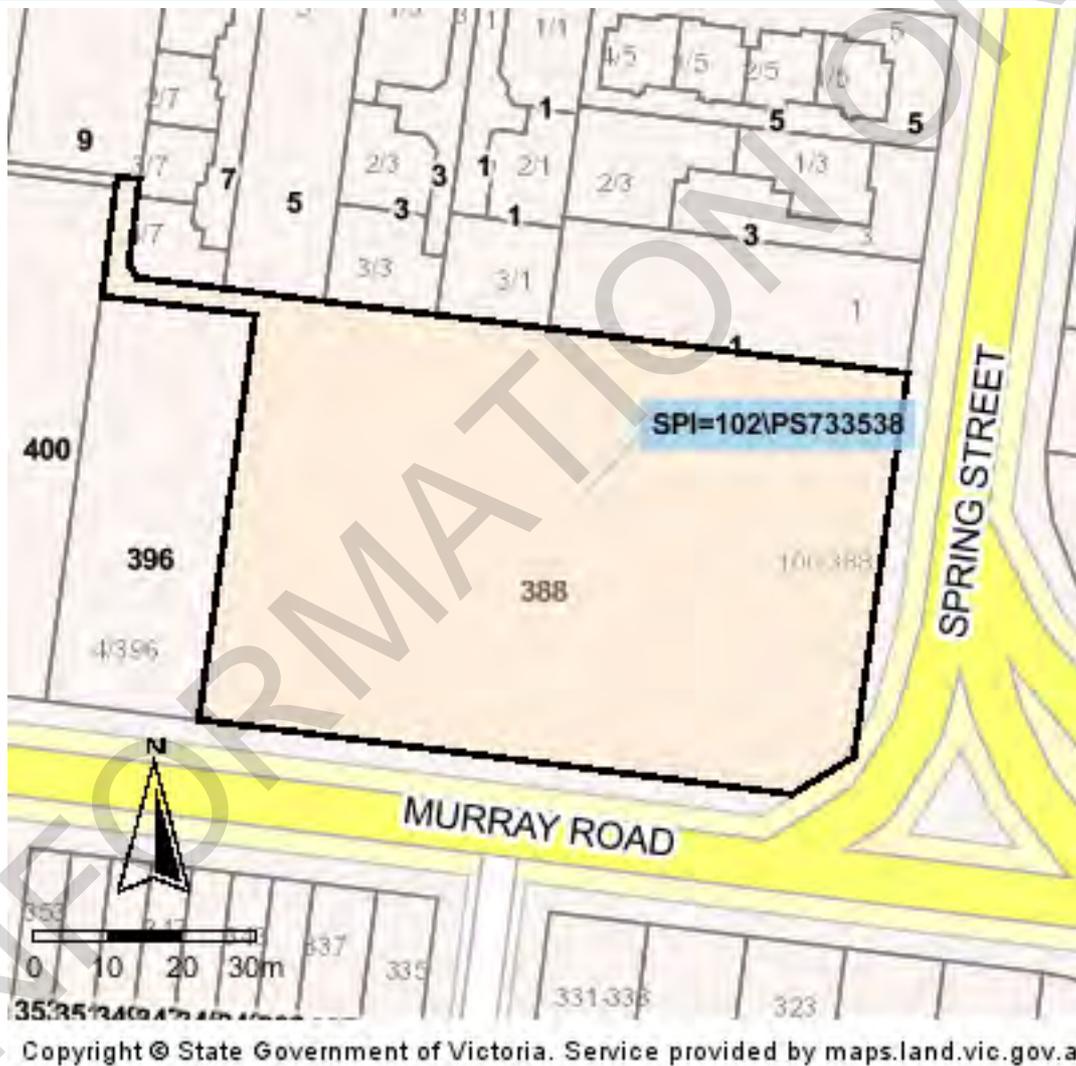
Sonya Kilkenny
Minister for Planning

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.



Choose the authoritative Planning Certificate

Why rely on anything less?

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.

Property Clearance Certificate

Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 25/4042JK

Certificate No: 94043602

Issue Date: 06 NOV 2025

Enquiries: ESYSPROD

Land Address: UNIT 102, 388 MURRAY ROAD PRESTON VIC 3072

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42639130	102	733538	11625	466	\$0.00

Vendor: MARIE STACEY KOVACEVIC

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MISS MARIE STACEY KOVACEVIC	2025	\$40,000	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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 (CIV): \$395,000

SITE VALUE (SV): \$40,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE: \$0.00**

Notes to Certificate - Land Tax

Certificate No: 94043602

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 and Vacant Residential 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 including vacant residential land tax, interest and penalty 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 = \$40,000

Calculated as \$0 plus (\$40,000 - \$0) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,950.00

Taxable Value = \$395,000

Calculated as \$395,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 94043602

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: 94043602

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 / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 25/4042JK

Certificate No: 94043602

Issue Date: 06 NOV 2025

Enquires: ESYSPROD

Land Address: UNIT 102, 388 MURRAY ROAD PRESTON VIC 3072

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42639130	102	733538	11625	466	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
125.4	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:	\$395,000
SITE VALUE:	\$40,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94043602

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 / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 25/4042JK

Certificate No: 94043602

Issue Date: 06 NOV 2025

Land Address: UNIT 102, 388 MURRAY ROAD PRESTON VIC 3072

Lot	Plan	Volume	Folio
102	733538	11625	466

Vendor: MARIE STACEY KOVACEVIC

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
3000162651	GC252C	\$0.00	\$0.00	\$0.00	\$0.00

Comments: Property is WGT exempt: WGT Residential Land.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 94043602

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



Bill Code: 416073
Ref: 94043601

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: 94043601

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.

6th November 2025

Melbourne Real Estate Conveyancing C/- InfoTrack (
LANDATA

Dear Melbourne Real Estate Conveyancing C/- InfoTrack (,

RE: Application for Water Information Statement

Property Address:	102/388 MURRAY ROAD PRESTON 3072
Applicant	Melbourne Real Estate Conveyancing C/- InfoTrack (LANDATA
Information Statement	30987871
Conveyancing Account Number	7959580000
Your Reference	396012

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

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	102/388 MURRAY ROAD PRESTON 3072
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

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	102/388 MURRAY ROAD PRESTON 3072
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

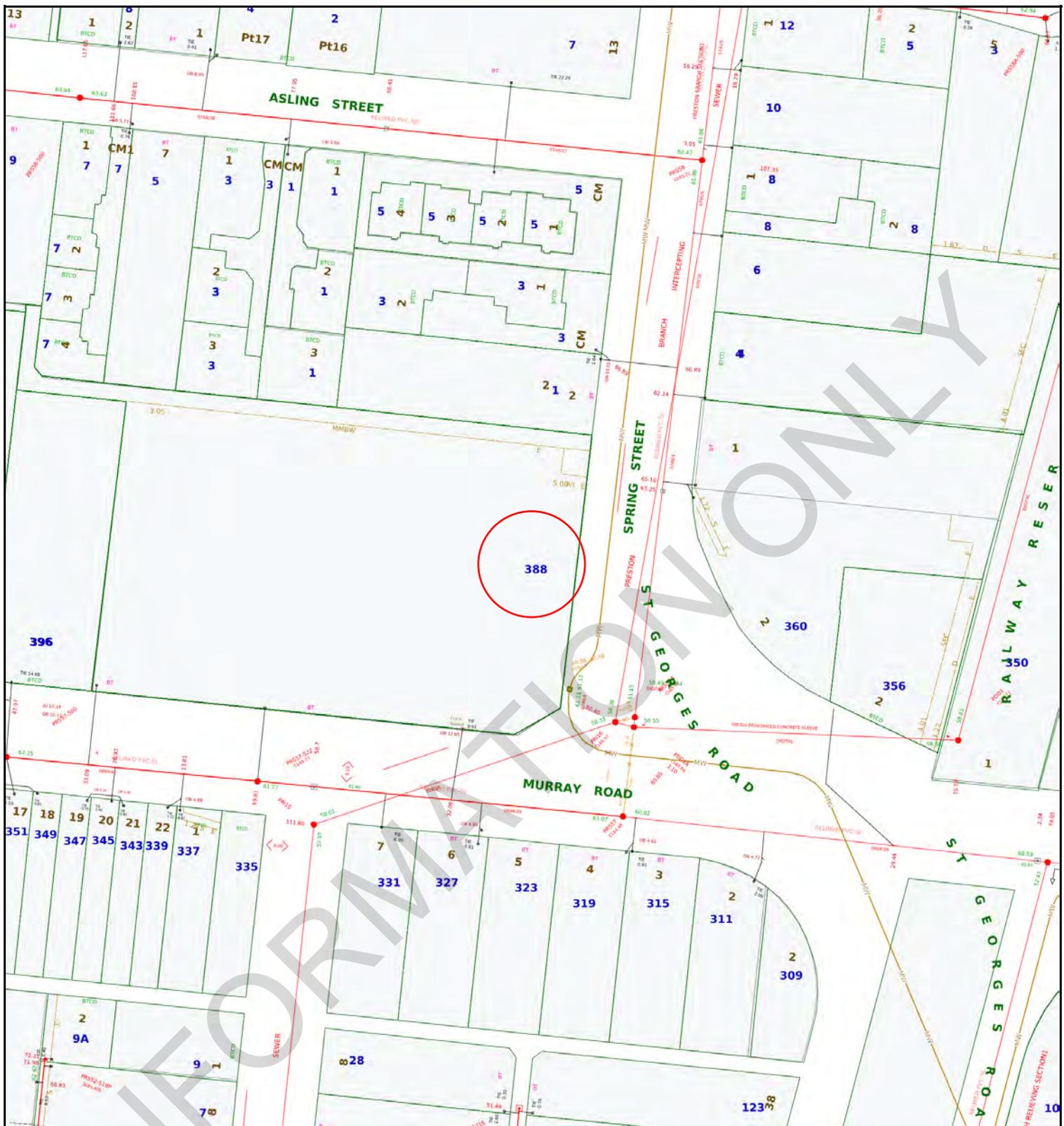
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain/open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL65.22 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679 7517

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: 30987871**

Address	102/388 MURRAY ROAD PRESTON 3072
Date	06/11/2025
Scale	1:1000



Yarra Valley Water
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	 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;

Melbourne Real Estate Conveyancing C/- InfoTrack (LANDATA)
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3914267044
Rate Certificate No: 30987871

Date of Issue: 06/11/2025
Your Ref: 396012

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 102/388 MURRAY RD, PRESTON VIC 3072	102\PS733538	5085956	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge <i>Step 1 – 17.000000kL x \$3.43420000 = \$11.94</i> <i>Step 1 – 0.000000kL x \$3.57240000 = \$48.31</i> Estimated Average Daily Usage \$0.68	12-06-2025 to 08-09-2025	\$60.25	\$0.00
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$122.58
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$31.51
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		\$197.98



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- 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.
- 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 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 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 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 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 01/07/2025, Residential Recycled Water Usage is billed 196.81 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.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

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: 5085956

Address: UNIT 102/388 MURRAY RD, PRESTON VIC 3072

Water Information Statement Number: 30987871

HOW TO PAY



Billers Code: 314567
Ref: 39142670446

Amount
Paid

Date
Paid

Receipt
Number

PROPERTY REPORT

Created at 24 November 2025 02:44 PM

PROPERTY DETAILS

Address: **102/388 MURRAY ROAD PRESTON 3072**

Lot and Plan Number: **Lot 102 PS733538**

Standard Parcel Identifier (SPI): **102\PS733538**

Local Government Area (Council): **DAREBIN**

Council Property Number: **253412**

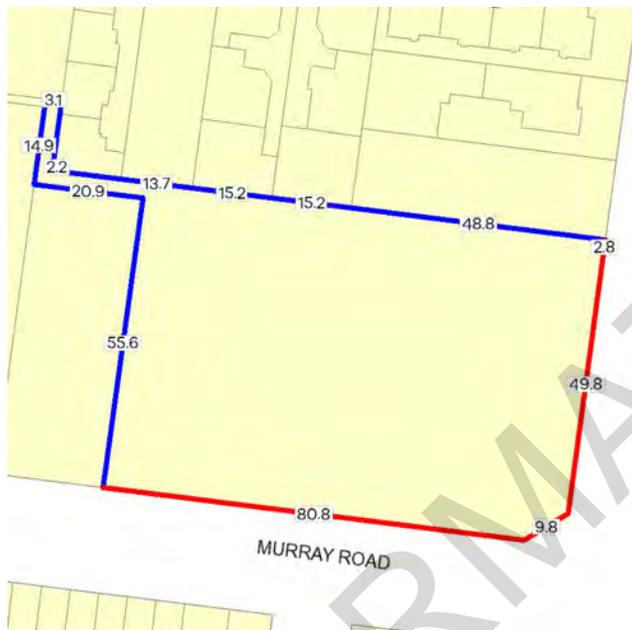
Directory Reference: **Melway 18 F11**

www.darebin.vic.gov.au

Note: There are 134 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 5272 sq. m

Perimeter: 358 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

5 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **PRESTON**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



 Selected Property

 Railway line

0 95 m

INFORMATION ONLY

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 24 November 2025 02:44 PM

PROPERTY DETAILS

Address: **102/388 MURRAY ROAD PRESTON 3072**
Lot and Plan Number: **Lot 102 PS733538**
Standard Parcel Identifier (SPI): **102\PS733538**
Local Government Area (Council): **DAREBIN**
Council Property Number: **253412**
Planning Scheme: **Darebin**
Directory Reference: **Melway 18 F11**

www.darebin.vic.gov.au

[Planning Scheme - Darebin](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **PRESTON**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

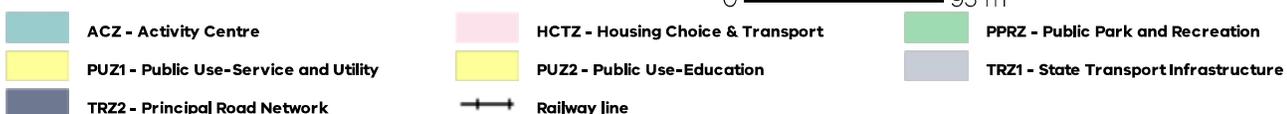
Planning Zones

[ACTIVITY CENTRE ZONE \(ACZ\)](#)

[ACTIVITY CENTRE ZONE - SCHEDULE 2 \(ACZ2\)](#)

[HOUSING CHOICE AND TRANSPORT ZONE \(HCTZ\)](#)

[HOUSING CHOICE AND TRANSPORT ZONE - SCHEDULE 2 \(HCTZ2\)](#)

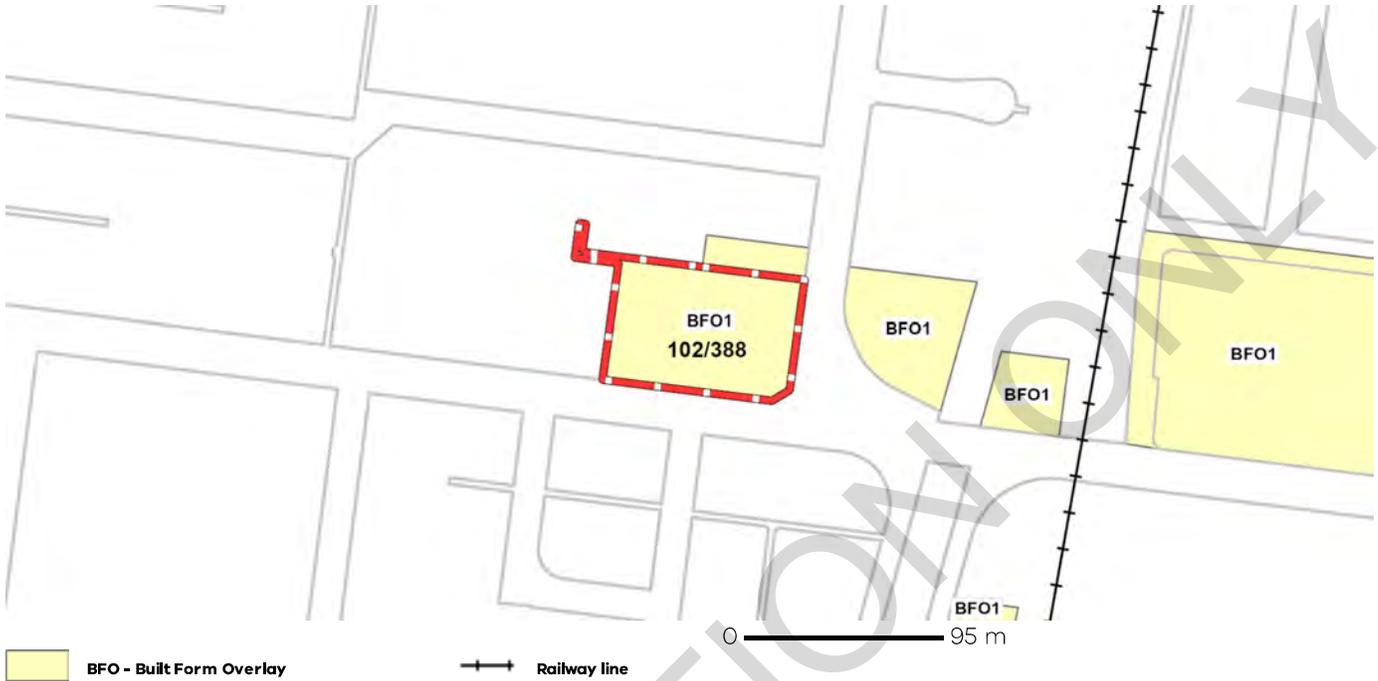


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

BUILT FORM OVERLAY (BFO)

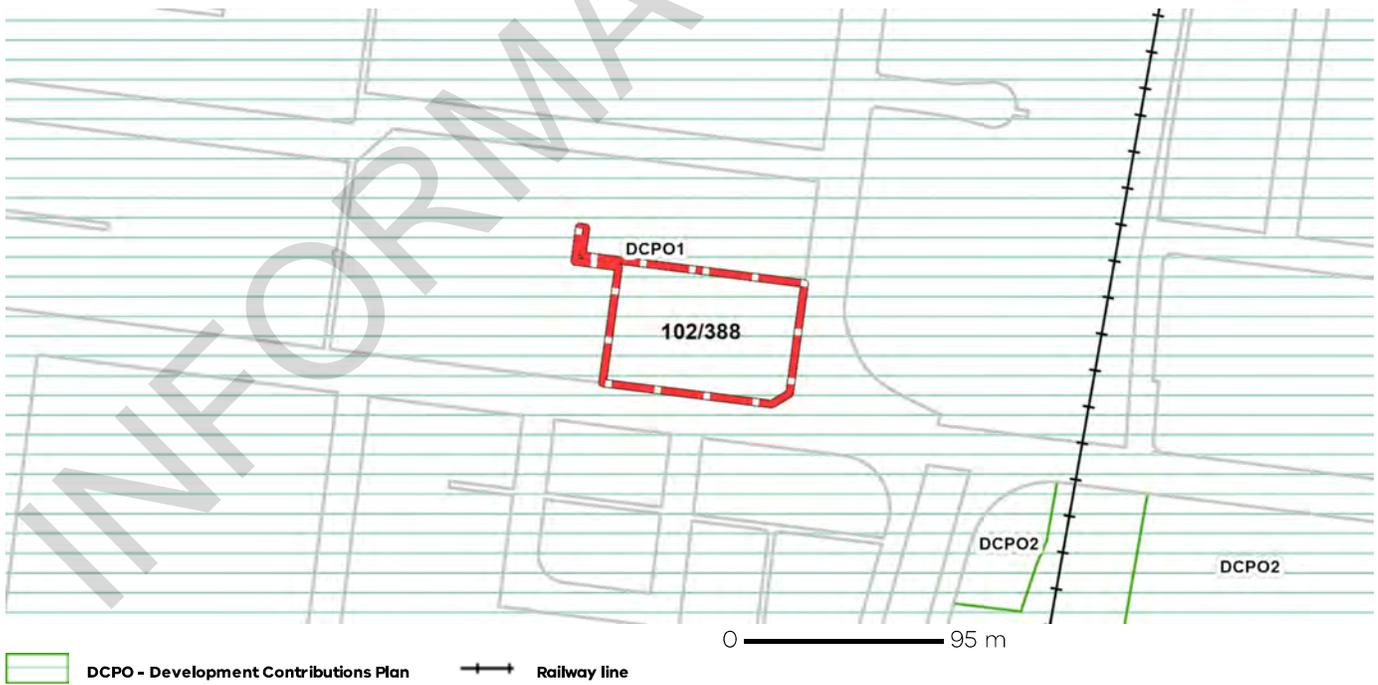
BUILT FORM OVERLAY - SCHEDULE 1 (BFO1)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

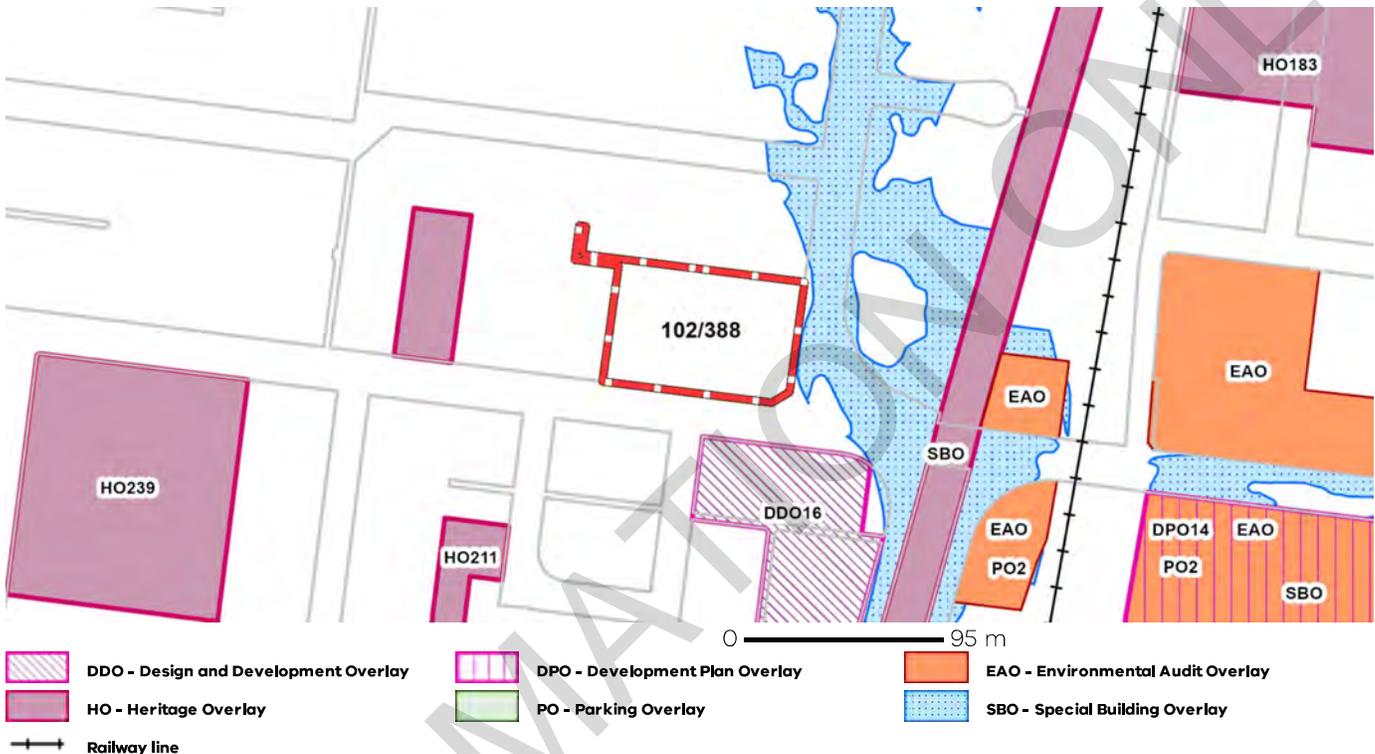
[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[PARKING OVERLAY \(PO\)](#)

[SPECIAL BUILDING OVERLAY \(SBO\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Further Planning Information

Planning scheme data last updated on 14 November 2025.

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.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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.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://www.environment.vic.gov.au)



ACCESS STRATA MANAGEMENT

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

**Owners Corporation 1 on Plan No. PS 733538P
388-390 Murray Road, Preston, Victoria 3072**

This certificate is issued for: Owners Corporation 1 on Plan of Subdivision No. 733538P.
Lot 102/388 Murray Road
Preston, Victoria 3072

The postal address is: Unit 102/388 Murray Road
Preston, Victoria 3072

Applicant for certificate: Marie Kovacevic

Delivery address for certificate: Via email: mariee.k@hotmail.com

IMPORTANT:

The information in this certificate is issued on 19.11.25. A new certificate should be obtained for current information prior to settlement. You can inspect the Owners Corporations Register for additional information if required.

- (a) The current annual fees for Owners Corporation 1 for the above lot is \$3,714.72, payable quarterly in advance. The due dates for annual fees in the current financial year are 1st January 2025, 1st April 2025, 1st July 2025, and 1st October 2025.

Due Date	Levy Description	Admin Fund	Maint Fund	Status
01.01.25	Quarterly Levy for period 01.01.25 - 31.03.25	\$663.55	\$288.92	Paid
01.05.25	Quarterly Levy for period 01.04.25 - 30.06.25	\$623.40	\$297.35	Paid
01.07.25	Quarterly Levy for period 01.07.25 - 30.09.25	\$623.40	\$297.35	Paid
01.10.25	Quarterly Levy for period 01.10.25 - 31.12.25	\$623.40	\$297.35	Paid

Please note that the Annual Fees will remain the same as the current financial year until the next Annual General Meeting is held and a new budget approved.

01.01.26	Quarterly Levy for period 01.01.26 - 31.03.26	\$633.44	\$295.24	Not Due
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- (b) The date up to which the fees for the lot have been paid: **31st December 2025**
- (c) The total of any unpaid fees or charges for the lot is: **NIL**.
- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **NIL**.
- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

The Owners Corporation is aware of numerous defects to common property, outlined in reports prepared by:

1. LCI Consultants (fire safety engineering and building surveying)
2. JWB & Associates (building consulting)
3. Drew Rudd Engineers (structural engineering)
4. Façade Engineering Building Façade Consultants (façade engineering and balustrades)
5. with respect to external stairs:
 - a. Kennedys Group
 - b. Carringvale Construction Management
 - c. Engineer Right Now Consulting Engineers
 - d. Melbourne Geotechnics.



The Owners Corporation has obtained a report by Amiens Consulting on the estimated cost to fix some of the defects identified in the above reports.

The Owners Corporation does not yet have a timeline to rectify all of the defects identified in the above reports and as such cannot say with certainty if and when costs will be incurred to rectify the defects. However, it is probable that additional charges will be levied in future to address some or all of the above defects. The Owners Corporation is also considering legal proceedings against the original builders and design consultants (see paragraph (m) below) to attempt to reduce the cost of rectification by obtaining an award of damages from a court or tribunal. If legal proceedings are commenced, that is likely to result in future special levies that will be required for the costs of paying legal practitioners and expert consultants.

The Owners Corporation is expecting to obtain shortly updated reports relating to fire safety engineering/building surveying which may describe defects further to those outlined in the above reports.

- (f) The Owners Corporation has the following insurance cover:

Insurer:	Chubb Residential Strata Insurance
Policy No.	HU0006118618
Class of Policy:	Residential Strata Insurance
The Insured:	Owners Corporation PS 733538P
Period of Insurance:	09.06.25 – 09.12.25

COVER DETAILS:

Building:	\$71,710,000
Loss of Rent:	\$10,756,500
Legal Liability:	\$20,000,000
Offices Bearers Liability:	\$1,000,000
Appeal Expenses	\$100,000
Government Audit Costs:	\$25,000
Machinery Breakdown:	\$100,000

Please refer to attached copy of the Certificate of Currency for further information.

- (g) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
The Owners Corporation has NOT resolved that members may arrange their own insurance under section 63 of the Act.
- (h) The total funds held by Owners Corporation 1 as at 19.11.25 are **\$446,602.01**
- (i) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?
None known to the Manager as at 19.11.25.
- (j) Are there any current contracts, leases, licences or agreements affecting the common property?

The following agreements have been entered into by the Owners Corporation:

- Access Strata Management Pty Ltd
- Bulk Hot Water Origin Energy
- Waste Wise
- Fuji Lifts
- Clean As You Go Caretaking

- (k) Are there any current agreements to provide services to lot owners, occupiers or the public?
None known to the Manager as at 19.11.25
- (l) Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?
None known to the Manager as at 19.11.25



- (m) Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?

Potential legal proceedings against any members in arrears.

In addition, the Owners Corporation is considering the commencement of legal proceedings against the original builders, building surveyor and designer of the complex (and potentially other parties), due to the defective works identified in paragraph (e) above. The Owners Corporation has sent letters of demands to the original builders, designer, building surveyor and original fire safety engineer.

The Owners Corporation has to date obtained 'Certificates of Conciliation' from the DBDRV against the builders, building surveyor and designer of the complex, which permits it to commence legal proceedings against these parties.

If legal proceedings are to be commenced, this must occur prior to December 2025 due to a limitations date.

It is possible that an application will be commenced at the Building Appeals Board in 2025 or 2026 with respect to approval of a performance solution for fire safety non-compliances.

- (n) Has the Owners Corporation appointed, or resolved to appoint, a manager?

*The Manager is Access Strata Management Pty Ltd
Level 1, 20 Monomeeth Drive Mitcham Victoria 3132
(PO Box 369) Lilydale, Victoria 3140
T: 03 9070 8299
E: info@accessstrata.com.au*

- (o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?

The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.

- (p) Documents required to be attached to the Owners Corporation Certificate are:

*A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners".
A copy of the Balance Sheet as at 19.11.25
A copy of the Minutes of the Annual General Meeting held on 04.03.25.
A copy of the Insurance Schedule for the period 09.06.25 – 09.12.25
A copy of the Registered Rules
A copy of the Drew Rudd report.
A copy of the CMET report.
A copy of two JWB reports.
A copy of a redacted VBA report.
A copy of the LCI Fire Engineers Report.
A copy of the Quantity Surveyors Report.
A copy of the Façade Engineering report.
A copy of the Kennedys Group report.
A copy of the Carringvale Construction Management report.
A copy of the Engineer Right Now Consulting Engineers report.
A copy of the Melbourne Geotechnics report.*

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.



ACCESS STRATA MANAGEMENT

Date: 19th November 2025

This Owners Corporation Certificate was prepared by:

.....
On behalf of Owners Corporation 1 on Plan of Subdivision No. 733538P
Liz Veasey – Portfolio Manager
Access Strata Management Pty Ltd
Level 1, 20 Monomeeth Drive Mitcham Victoria 3132
(PO Box 369) LILYDALE VICTORIA 3140



INFORMATION ONLY



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.

Balance Sheet

As at 19/11/2025

Account Classification	Amount(\$) 19/11/2025
Assets	
Administrative Fund	
Accounts Receivable	925.75
	925.75
Accounts Receivable	
Owner	226.75
Regular Contributions	2,955.05
	3,181.80
Cash at Bank -> AccNo:287305593	
Presented	125,167.41
	125,167.41
Defect Works	
Cash at Bank -> AccNo:287305593	
Presented	(32,641.91)
	(32,641.91)
Maintenance Fund	
Accounts Receivable	
Owner	9.94
Regular Contributions	1,891.00
	1,900.94
Cash at Bank -> AccNo:287305593	
Presented	350,323.68
	350,323.68
Unallocated Fund	
Cash at Bank -> AccNo:287305593	
Presented	3,752.83
	3,752.83
Total Assets	\$452,610.50
Less Liabilities	
Administrative Fund	
Accounts Payable	(20,181.64)
GST Clearing	(190.78)
Prepaid- Contributions	1,448.88
	(18,923.54)
Defect Works	
GST Clearing	(18,572.87)
	(18,572.87)
Maintenance Fund	

Account Classification	Amount(\$) 19/11/2025
Accounts Payable	20,181.64
GST Clearing	11,419.36
Prepaid- Contributions	700.10
	<u>32,301.10</u>
Unallocated Fund	
Prepaid- Contributions	3,752.83
	<u>3,752.83</u>
Total Liabilities	(\$1,442.48)
Net Assets	<u>\$454,052.98</u>
Equity	
Administrative Fund	
Owners' Equity	165,383.24
Operating Surplus/(Deficit)	(17,184.74)
	<u>148,198.50</u>
Defect Works	
Owners' Equity	73,054.47
Operating Surplus/(Deficit)	(87,123.51)
	<u>(14,069.04)</u>
Maintenance Fund	
Owners' Equity	301,677.06
Operating Surplus/(Deficit)	18,246.46
	<u>319,923.52</u>
Total Equity	\$454,052.98
Net Owners' Fund	<u>\$454,052.98</u>

Owner Ledger

Start Date : 19/11/2022

End Date : 19/11/2027

Lot 102		Unit 102		Marie S Kovacevic						
Levies										
Levy No.	Due date	Sys. Entered Date	Details	Levy Amount	Paid	Interest Paid	Interest on arrears	Levy Balance	Levy Type	Status
1	19/07/2023	19/06/2023	Administrative Fund Levy Contribution 01/07/23 - 30/09/23	\$544.37	\$544.37	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
2	19/07/2023	19/06/2023	Maintenance Fund Levy Contribution 01/07/23 - 30/09/23	\$212.52	\$212.52	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
3	16/08/2023	19/07/2023	Water Component charge for hot water consumption for the 07/03/2023 - 05/06/2023	\$15.44	\$15.44	\$0.00	\$0.00	\$0.00	O - Sub Metering	A
4	01/10/2023	01/09/2023	Administrative Fund Levy Contribution 01/10/23 - 31/12/23	\$544.37	\$544.37	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
5	01/10/2023	01/09/2023	Maintenance Fund Levy Contribution 01/10/23 - 31/12/23	\$212.53	\$212.53	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
6	01/01/2024	02/12/2023	Administrative Fund Levy Contribution 01/01/24 - 31/03/24	\$530.28	\$530.28	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
7	01/01/2024	02/12/2023	Maintenance Fund Levy Contribution 01/01/24 - 31/03/24	\$206.84	\$206.84	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
8	01/04/2024	23/02/2024	Administrative Fund Levy Contribution 01/04/24 - 30/06/24	\$530.28	\$530.28	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
9	01/04/2024	23/02/2024	Maintenance Fund Levy Contribution 01/04/24 - 30/06/24	\$206.84	\$206.84	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A

Levies										
Levy No.	Due date	Sys. Entered Date	Details	Levy Amount	Paid	Interest Paid	Interest on arrears	Levy Balance	Levy Type	Status
10	01/07/2024	03/05/2024	Maintenance Fund Levy Contribution 01/07/24 - 30/09/24	\$371.00	\$371.00	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
11	01/07/2024	03/05/2024	Administrative Fund Levy Contribution 01/07/24 - 30/09/24	\$796.82	\$796.82	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
12	01/10/2024	03/05/2024	Maintenance Fund Levy Contribution 01/10/24 - 31/12/24	\$371.00	\$371.00	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
13	01/10/2024	03/05/2024	Administrative Fund Levy Contribution 01/10/24 - 31/12/24	\$796.82	\$796.82	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
14	01/01/2025	03/05/2024	Maintenance Fund Levy Contribution 01/01/25 - 31/03/25	\$288.92	\$288.92	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
15	01/01/2025	03/05/2024	Administrative Fund Levy Contribution 01/01/25 - 31/03/25	\$663.55	\$663.55	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
16	01/05/2025	27/03/2025	Administrative Fund Levy Contribution 01/04/25 - 30/06/25	\$623.40	\$623.40	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
17	01/05/2025	27/03/2025	Maintenance Fund Levy Contribution 01/04/25 - 30/06/25	\$297.35	\$297.35	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
18	01/07/2025	27/03/2025	Administrative Fund Levy Contribution 01/07/25 - 30/09/25	\$623.40	\$623.40	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
19	01/07/2025	27/03/2025	Maintenance Fund Levy Contribution 01/07/25 - 30/09/25	\$297.35	\$297.35	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
20	01/10/2025	27/03/2025	Administrative Fund Levy Contribution 01/10/25 - 31/12/25	\$623.40	\$623.40	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
21	01/10/2025	27/03/2025	Maintenance Fund Levy Contribution 01/10/25 - 31/12/25	\$297.35	\$297.35	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A

Levies										
Levy No.	Due date	Sys. Entered Date	Details	Levy Amount	Paid	Interest Paid	Interest on arrears	Levy Balance	Levy Type	Status
22	01/01/2026	27/03/2025	Administrative Fund Levy Contribution 01/01/26 - 31/03/26	\$633.44	\$0.00	\$0.00	\$0.00	\$633.44	Q - Regular Levy	A
23	01/01/2026	27/03/2025	Maintenance Fund Levy Contribution 01/01/26 - 31/03/26	\$295.24	\$0.00	\$0.00	\$0.00	\$295.24	Q - Regular Levy	A

Current position as at 19/11/2025

Prepaid : \$0.00 **Levy Arrears & Owner Invoices Due :** \$0.00 **Interest on Levy Arrears :** \$0.00 **Total Arrears :** \$0.00

Receipts						
Receipt No.	Receipt Date	Status	Amount	Receipt Balance	Allocated Levies	
18987	18/07/2023		\$756.89	\$0.00	1,2	
19128	19/07/2023		\$15.44	\$0.00	3	
26874	28/09/2023		\$756.90	\$0.00	4,5	
35124	22/12/2023		\$737.12	\$0.00	6,7	
44514	02/04/2024		\$737.12	\$0.00	8,9	
58691	01/07/2024		\$1,167.82	\$0.00	10,11	
81739	26/09/2024		\$1,167.82	\$0.00	12,13	
109891	07/01/2025		\$952.47	\$0.00	14,15	
142965	02/05/2025		\$920.75	\$0.00	16,17	
162187	07/07/2025		\$920.75	\$0.00	18,19	
176307	01/09/2025		\$920.75	\$0.00	20,21	

Receipts					
Receipt No.	Receipt Date	Status	Amount	Receipt Balance	Allocated Levies

INFORMATION ONLY

CMET Technology P/L

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& Testing Consultants***

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Client: ACCESS STRATA MANAGEMENT

COURTYARD PAVER EFFLORESCENCE & BASEMENT GARAGE WATER SEEPAGE INVESTIGATIONS

388 Murray Road Preston

11th May 2021

Robin F May

*Dip Secondary Metallurgy (RMIT-1974)
MSc Corrosion Science & Engineering (JCIT UK - 1976)*

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1 PURPOSE OF WORK

CMET Technology Pty Ltd (CMET) was engaged by Klair Jones of Access Strata Management on behalf of the OC for the apartment building at 388 Murray Rd, Preston to investigate issues related to water seepage affecting the external paving tiles, basement garage roof soffit and basement garage walls.

The site investigation work was undertaken by CMET Technology under the supervision of Robin May during late April; and early May 2021.

2 JOB DETAILS

Location: Apartment Building
388 Murray Road, Preston

Issues: Heavy efflorescence deposits on the courtyard pavers
Water seepage through the basement garage roof soffit
Water seepage through the basement carpark west wall

Client Contact: Access Strata Management Pty Ltd
Klair Jones – Managing Director
T: 8872 7999
E: klair@accessstrata.com.au

3 BACKGROUND

Building Drawings: Conrock Australia Plans - Appendix
Building Age: Drawings have Building Permit stamp 08 Nov 2013
Indicates building constructed around 2014/2015 (ca. 6y old).

4 SCOPE OF WORK

CMET was requested to undertake the following works:

- Preliminary site visit to determine the extent of the issues and develop a scope of work
- Local excavation of the planter boxes to investigate if a waterproof membrane had been installed
- Investigate the cause of the efflorescence on the courtyard pavers (cores or paver removal)
- Determine if a waterproof membrane had been installed under the courtyard pavers
- Reinstatement of planter and courtyard investigation locations
- Remove concrete cores and test for compressive strength (not required)
- Analysis of water samples to check if rainwater or tap water (not required)

Additional Work

- Courtyard paver delamination survey (100%)
- Courtyard paver screed moisture content
- Core sample removal from west carpark wall to check for membrane on soil-side
- Sample removal from carpark soffit to check for carbonation depth

5 INVESTIGATION RESULTS

5.1 Courtyard Paver Efflorescence

5.1.1 Visual Inspection (Figs 1-1 to 1-6)

The walkdown inspection of the paved courtyard area at the north side of the apartments found evidence of the heavy deposits of white salt efflorescence along the edges of the pavers and delamination of the tiles. The courtyard was wet with rainwater at the time of the first inspection but showed no evidence of water ponding. However, whilst there was adequate fall to the drainage points, the drains were small and had the potential to become easily blocked if not regularly maintained. The efflorescence tended to be more concentrated around some of the drains and several tiles exuded air and water from the grouted joints when loaded and unloaded with foot pressure indicating a loss of adhesion and a wetted screed (Fig 1-6).

In summary, the tiles were in good condition but the evidence of efflorescence and delamination from the screed base required a more detailed investigation.

5.1.2 Paver Delamination (Figs 1-7 to 1-18)

A delamination sounding survey was undertaken over 100% of the tiled area of the courtyard and the affected tiles marked with white chalk to provide an accurate measure of the extent of the problem. A total of 32% of the tiles showed evidence of complete or significant delamination which confirmed this was a systemic issue.

Apart from the overall general level of delamination, the survey results indicated a tendency for the delamination to be higher along the filled expansion joints indicating possible water seepage through the joints.

5.1.3 Screed Condition & Moisture Content (Figs 2-1 to 2-20)

Two pavers were cut along the edges to remove the grout and lifted to assess the condition of the screed bed under the tiles. One tile was removed from the west side of the courtyard (Fig 2-111) and another from the east side (Fig 2-1) with the samples taken close to the block wall of the planter boxes.

The screed under both tiles was a sand and cement mix with the tiles set directly onto a coarse grooved troweled surface (Figs 2-3 & 2-11) with an estimated 50% contact bond surface to the tile underside of the tile. This is considered too low for good tile adhesion and would also allow water accumulation in the grooves. In order to maximise adhesion, the tiles should be firmly placed on a parallel troweled screed surface and moved side to side perpendicular to the trowel lines to close up the grooves and increase the contact interface to >90%.

The screed and the underside of the tiles were covered in white efflorescence salts (Figs 2-2 & 2-12) and the screed was assessed to be of low strength and damp. The results of gravimetric weight loss measurements undertaken on 6 samples for 5h at 105°C for 5h found the moisture level to be in the range 8.8wt% to 16.2wt% with the west side samples being at the high end of the range (Table 1).

5.1.4 Screed Microstructure & Efflorescence Salts (Figs 2-15 to 2-20)

Samples of the screed were sectioned and viewed under the stereo microscope to assess the structure of the screed and the penetration of the efflorescence salts (Fig 2-18). The screed microstructure was composed of lightly bonded sand particles in what appeared to be a porous low cement matrix. The layer of white efflorescence salts (CaCO_3) could be seen penetrating the outer 1-2mm of the screed surface.

Table 1: SCREED MOISTURE CONTENT WEIGHT LOSS DATA – 30/04/21							
Screed Sample ID	Screed Sample Location	Screed Sample Weight During Drying at 105°C					Sample Moisture Content
		As-received	1h @ 105°C	2h @ 105°C	3h @ 105°C	5h @ 105°C	
1	Screed samples from lifted paver at East Side of courtyard	68.97	64.01	63.39	63.03	62.93	8.8%
3		63.25	58.01	57.32	56.80	56.66	10.4%
2	Screed samples from lifted paver at West Side of courtyard	95.27	86.18	83.73	82.56	82.55	13.4%
4		82.61	73.99	70.06	69.49	69.21	16.2%
5		79.56	71.83	69.75	69.05	68.91	13.4%
6		54.81	49.27	47.70	46.77	46.75	14.7%

5.1.4 Slab Membrane

Removal of the screed from the slab at the two inspection locations confirmed the presence of a ‘torched-on’ bitumastic membrane bonded to the slab surface. The exposed are of membrane was assessed to be intact and in good condition (Figs 2-5 & 2-12).

5.2 Courtyard Planter Box Membrane

5.2.1 Visual Inspection

A preliminary inspection of the planter boxes found areas of localised dampness and efflorescence on the paved surface of the courtyard and the base of the block wall. Inside the planter boxes the block wall was coated with a black membrane which extended up the wall to the coping tiles set along the top of the block walls.

5.2.2 Planter Box Excavation Results

Excavations were made to inspect the extent and type of waterproofing inside the planter boxes at four locations selected on the basis of minimal disturbance to the plants and shrubs and variation in position around the courtyard. The excavations were as follows:

- West side – exposure of inside face of the block wall and the concrete slab (Fig 3-2)
- North side – exposure of inside face of the block wall and the concrete slab (Fig 3-11)
- North side – exposure of inside face at the rear of the planter box and the concrete slab (Fig 3-21)
- East side - exposure of inside face at the rear of the planter box and the concrete slab (Fig 3-25)

These excavations confirmed the installation of a ‘torched-on’ bitumastic membrane on the vertical faces of the block walls and the rear walls of the planter boxes with a double thickness layer along the lower edge. There was no visible bitumastic membrane on the concrete floor of the planter boxes. However, on review of the photos, it appears likely that a screed may have been installed over the membrane to protect it from damage and create the required fall to the drain point.

The structure of the drainage system for the planter box irrigation water in the West and North excavations comprised styrene blocks (white) installed onto plastic egg-crate drainage panels (black) with two layers of a geotextile fabric (brown) at the interface. The drainage panels were in direct contact with the concrete slab with no membrane at the interface. The excavation at the back the East wall planter found the soil in direct contact with the bare slab with no evidence of the drainage system found at the other locations.

A schematic diagram of a typical section through the planter boxes is contained in Attachment 4 to illustrate the location of the membranes and the drainage structure in the planter boxes.

5.3 Basement Carpark Roof Soffit

5.3.1 Visual Inspection (Figs 5-15 to 5-24)

Inspection of the basement carpark roof soffit found evidence of localised efflorescence attributed to water seepage through joints in the precast panels which acted as formwork for the installed P/T slab and through unsealed slab penetrations.

5.3.2 Efflorescence Composition (Figs 5-16 & 5-21)

Analysis of samples of the efflorescence with a red/brown tinge found evidence of minor levels of iron which may be associated with corroding reinforcement which intersects the joint of from soluble iron salts from the gardens or the screed under the pavers.

5.3.3 Reinforcing Steel Corrosion Risk (figs 5-17 to 5-20)

A small 'biscuit' of concrete was removed from the car park soffit at a repaired joint between the precast panels where there was red/brown tinge in the efflorescence to check the depth of carbonation penetration into the concrete to assess the condition of the reinforcing steel with low cover concrete adjacent to the joint.

The carbonation depth was found to be 10mm with 30mm cover over the reinforcement which was in good condition with no evidence of rust. However, continued seepage through the cracks would be expected to gradually deplete the residual alkalinity at the crack faces and create a long-term (10 to 15 years) risk of corrosion development on reinforcing steel intersecting the cracks.

5.4 Basement Carpark West Wall Waterproofing

5.4.1 Visual Inspection (Figs 5-1 to 5-6)

Inspection of the bored pier / shotcrete wet wall of the basement carpark after a strong rain event two days earlier found evidence of water seepage along the top of the wall from the underside of the capping beam (Fig 5-6). There was also a small amount of ponded water in the spoon drain at the base of the wall but no water egressing the drainage pipes installed between the bored piers.

5.4.2 Core Hole Investigation (Fig3 5-7 to 5-14)

Removal of a full depth 80mmØ core from the north end of the west wall (visitor carpark area) found no evidence of any type of waterproofing membrane at the rear face of the wall. The soil exposed at the end of the core hole was a damp orange-coloured plastic clay (Fig 5-8).

The wall thickness at the core location was 115mm and the phenolphthalein carbonation test showed the carbonation penetration on the exposed face of the wall to be 10mm (similar to the roof soffit) and <3mm on the soil side (5-13).

6 REVIEW OF RESULTS

Courtyard Paver Efflorescence & Delamination

The heavy deposits of efflorescence salts on the courtyard pavers can be attributed to migration of soluble calcium salts leached from the damp cementitious screed through the grout lines followed by precipitation of calcium carbonate on the surface of the pavers. This process has been facilitated by the high moisture content in the porous low-strength screed caused by rainwater penetration through the joints of the pavers.

The delamination of the pavers (32%) can be attributed to the low bond strength between the pavers and the troweled bedding screed. This has been caused by the precipitation of efflorescence salts at the tile-screed interface which has disrupted the interface bond. Another contributing factor is the low 50% bond contact area due to failure to bed the pavers into the coarse troweled grooves in the screed.

The occurrence of both these issues would have been significantly reduced if the screed bed had not become saturated with water. Further investigation of the courtyard levels and the size of the drainage pipes may assist in understanding the reason/s for the water accumulation in the screed. The drain pipes should also be checked to ensure they are slotted to allow drainage from the screed bed.

Note: The efflorescence on the face of the apartment balcony wall at the SE corner of the complex had the same characteristics as found in the courtyard area and could be attributed to moisture seepage from the bedding screed down the face of the wall

Planter Box and Courtyard Membranes & Drainage

The planter boxes were found to have a torched-on bitumastic waterproof membrane on the inside face of the outer block wall and the inside face of the rear wall which has prevented salt efflorescence appearing on the outer face of the planter block walls. Whilst there was no visible evidence of a membrane on the floor of the planter boxes, the photos indicate that a protective screed has been installed over the membrane. This can be confirmed by taking relative levels of the slab height inside and outside the planters.

The paved slab area in the courtyard area had a well-bonded torched-on membrane installed on the slab under the screed. This had prevented any systemic moisture migration through the slab to the basement carpark roof soffit.

Basement Carpark Soffit Efflorescence

Discrete areas of salt efflorescence on the basement carpark roof soffit can be attributed to moisture migration through the slab. At this stage the alkalinity of the moisture in the crack was considered sufficient to protect against corrosion of any intersecting reinforcement. However, this would be expected to become depleted in the next 10-15y and create a long-term risk of corrosion of the intersecting reinforcing steel if the cracks are not sealed.

It is also noted that seepage onto cars parked under the wetted cracks can cause damage to the paint coatings.

Basement Carpark Bored Pile Wall Waterproofing

The bored pier and shotcrete west wall of the basement carpark was found to have no evidence of installation of a water proofing membrane on the soil-side at the exploratory core hole. This would allow moisture migration into the shotcrete wall with associated long-term development of white efflorescence deposits.

7 CONCLUSIONS

The results of the investigation into the development of white efflorescence deposits on the courtyard pavers and on the basement carpark roof soffit at the 388 Murray Road, Preston apartment complex can be summarised as follows:

- The efflorescence on the courtyard pavers and the delamination of 32% the pavers can be attributed to high moisture levels in the screed under the pavers.
- The high moisture levels in the screed (9-16wt%) can be attributed to rainwater penetration through the pavers and retention in the porous low-strength screed and the trowel grooves in the screed.
- A torched-on membrane has been installed on the slab under the paved area and, subject to confirmation, under a screed installed on the slab area within the confines of the planter boxes.
- A torched-on membrane has been applied to the soil contact faces of the vertical section of the block wall at the front of the planters and the vertical wall section at the rear of the planters.
- The West and North planters had a detailed drainage system installed but the East location had no drainage system installed at the rear of the garden bed.
- No membrane was detected behind the bored pier west wall of the basement carpark and there was evidence of moisture seepage past the underside of the capping beam along the west wall.
- The discrete areas of efflorescence on the soffit of the basement carpark roof can be attributed to seepage through shrinkage cracks and penetrations in the courtyard area, most likely in areas where no membrane has been applied to the concrete slab or the penetrations have not been adequately sealed.

8 RECOMMENDATIONS

The investigation results have identified the high levels of moisture in the screed under the tiles to be a major contributing factor causing the efflorescence and delamination. Further work is required to:

- Confirm the planter box wall membrane extends across the slab under a protective screed.
- Understand the compliance of the installed drainage system with the building code.
- Analyse the composition and physical properties of the screed under the pavers.

ATTACHMENT 1

**COURTYARD PAVER INVESTIGATION
PHOTOS**

INFORMATION ONLY

COURTYARD PAVING EFFLORESCENCE PHOTOS & MARKED DELAMINATED PAVERS



1-1



1-2



1-3



1-4



1-5



1-6

COURTYARD PAVING EFFLORESCENCE PHOTOS & MARKED DELAMINATED PAVERS



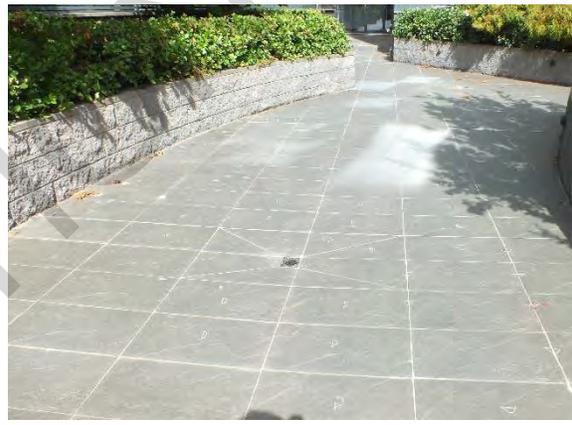
1-7



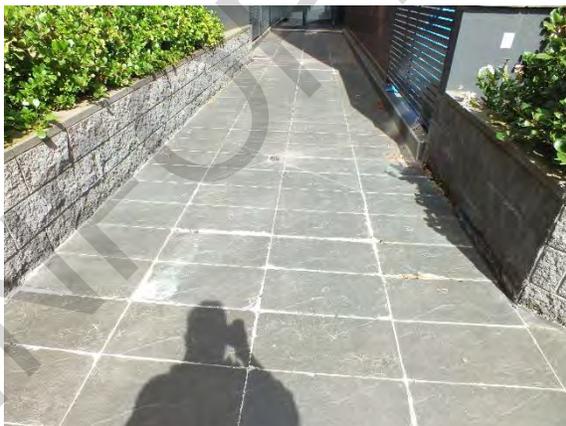
1-8



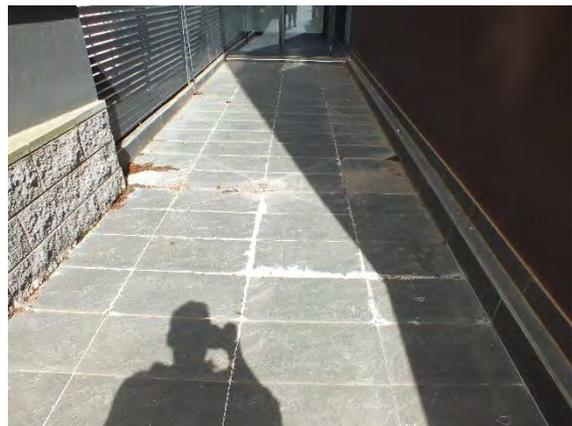
1-9



1-10



1-11



1-12

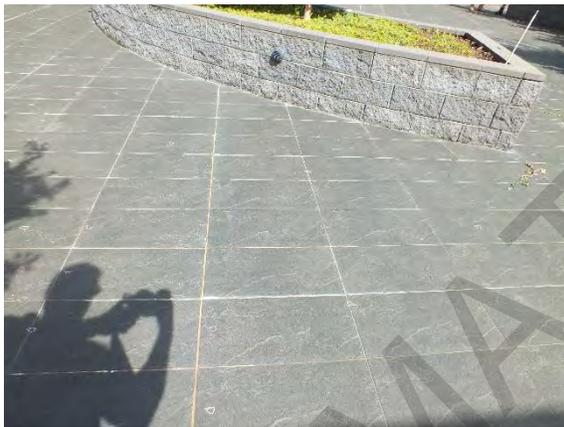
COURTYARD PAVING EFFLORESCENCE PHOTOS & MARKED DELAMINATED PAVERS



1-13



1-14



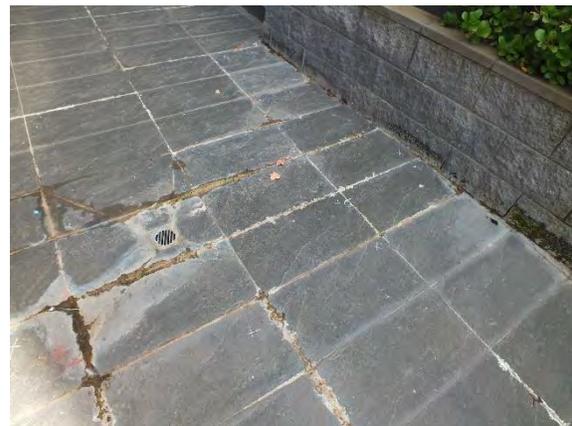
1-15



1-16



1-17



1-18

ATTACHMENT 2

**COURTYARD SCREED & MEMBRANE
INVESTIGATION PHOTOS**

INFORMATION ONLY

EAST COURTYARD PAVING SCREED & MEMBRANE PHOTOS



2-1



2-2



2-3



2-4



2-5



2-6

EAST COURTYARD PAVING SCREED & MEMBRANE PHOTOS



2-7



2-8



2-9



2-10

WEST COURTYARD PAVING SCREED & MEMBRANE PHOTOS



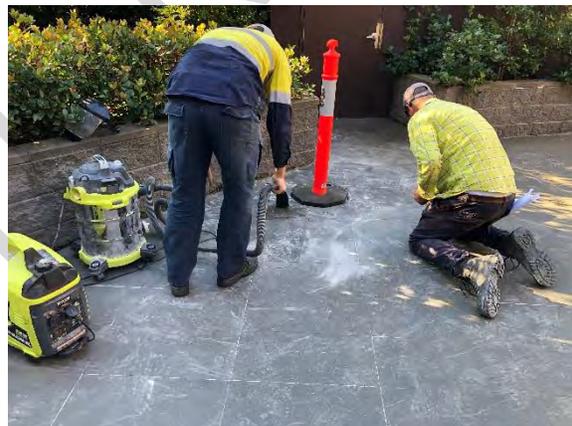
2-11



2-12



2-13



2-14

COURTYARD PAVING SCREED SAMPLE PHOTOS



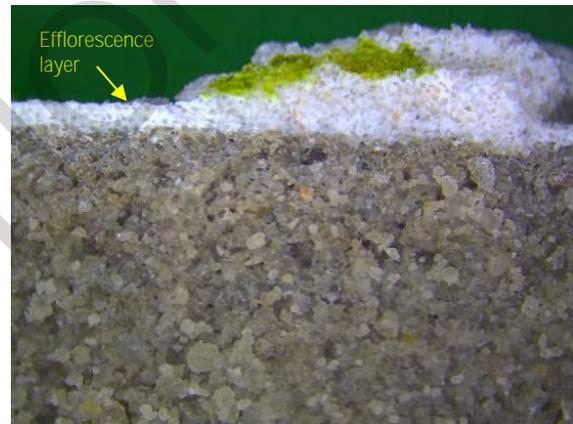
2-15



2-16



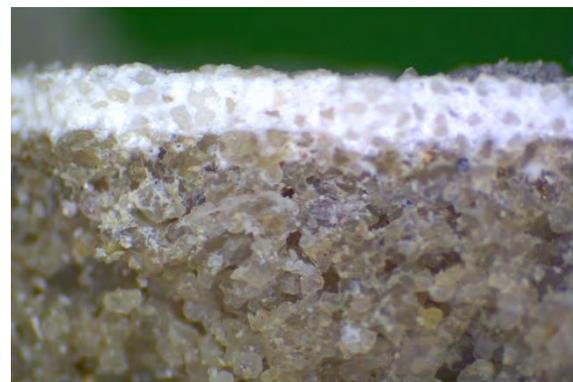
2-17



2-18



2-19



2-20

ATTACHMENT 3

**PLANTER BOX INVESTIGATION
PHOTOS**

INFORMATION ONLY

WEST PLANTER-BOX INVESTIGATION PHOTOS



3-1



3-2



3-3



3-4



3-5



3-6

WEST PLANTER-BOX INVESTIGATION PHOTOS



3-7



3-8



3-9

310

NORTH PLANTER-BOX INVESTIGATION PHOTOS



3-11



3-12



3-13



3-14



3-15



3-16

NORTH PLANTER-BOX INVESTIGATION PHOTOS



3-17



3-18



3-19



3-20



3-21



3-22

EAST PLANTER-BOX INVESTIGATION PHOTOS



3-23



3-24



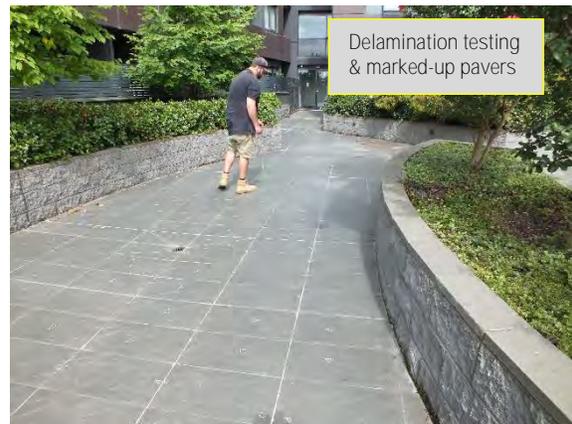
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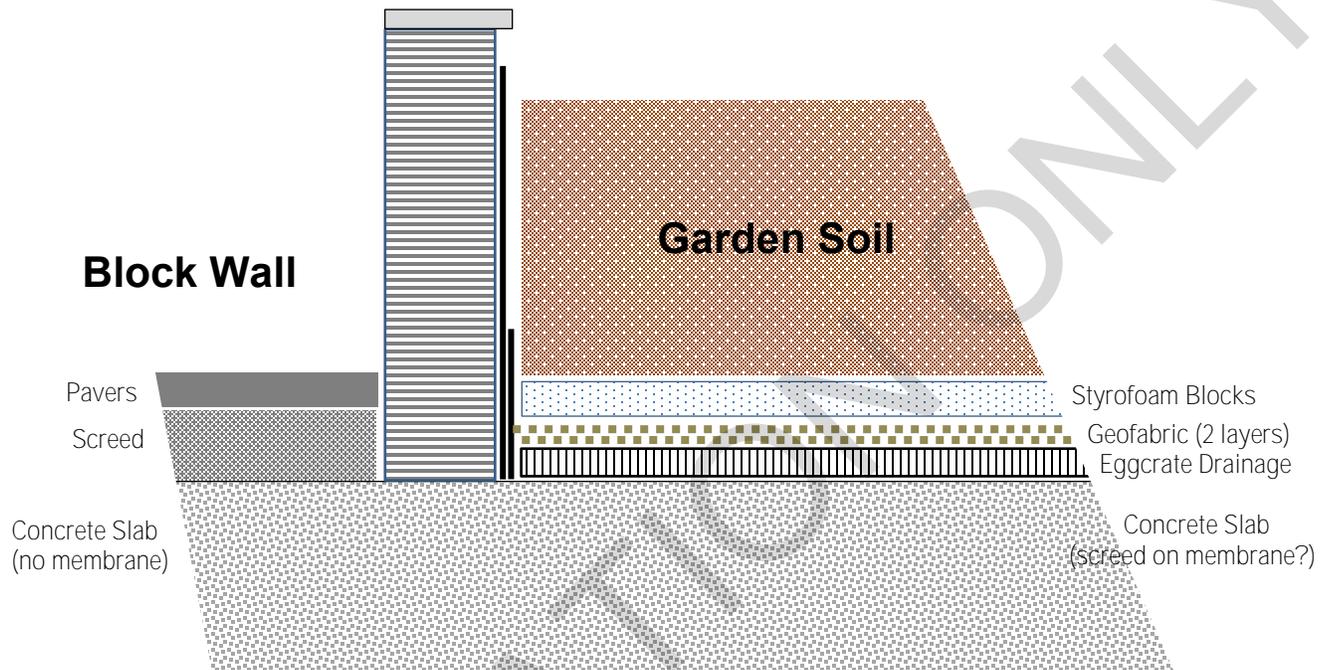


3-38

ATTACHMENT 4

**SCHEMATIC COURTYARD PAVEMENT
& PLANTER BOX SECTION**

INFORMATION ONLY



Paved Area

Paver Thickness	10mm
Screed Thickness	45mm
Slab Membrane	~3mm

Planter Boxes

Wall Height	590mm
Planter Membrane	2mm membrane from slab edge to 10mm below coping plus 2mm membrane extends 190mm above slab edge
Soil Depth	440mm (including drainage system) Extends to 150mm below coping
Styrofoam	70mm thick
Egg-crate	30mm tick

ATTACHMENT 5

**BASEMENT CARPARK INVESTIGATION
PHOTOS**

INFORMATION ONLY

BASEMENT CARPARK WEST WALL – BORED PIER WITH SHOTCRETE INFILL



5-1



5-2



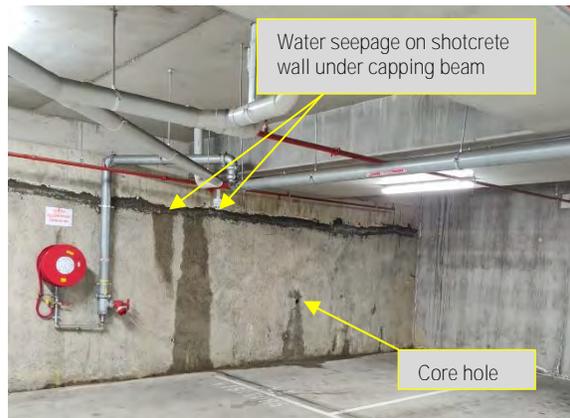
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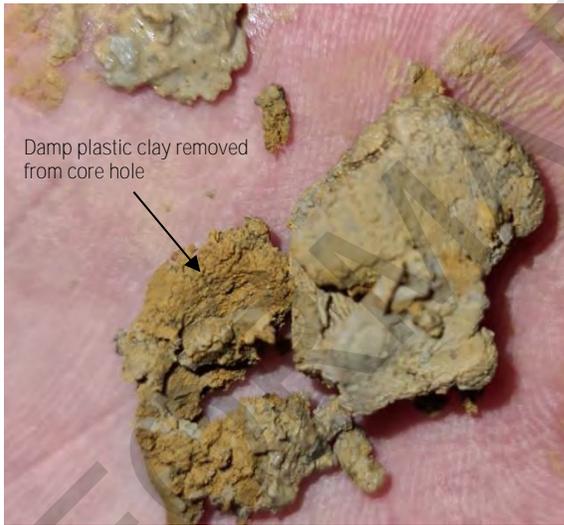
BASEMENT CARPARK WEST WALL – CORE HOLE TO SOIL SIDE



5-7



5-8



5-9

5-10

BASEMENT CARPARK WEST WALL – CONCRETE CORE SAMPLE



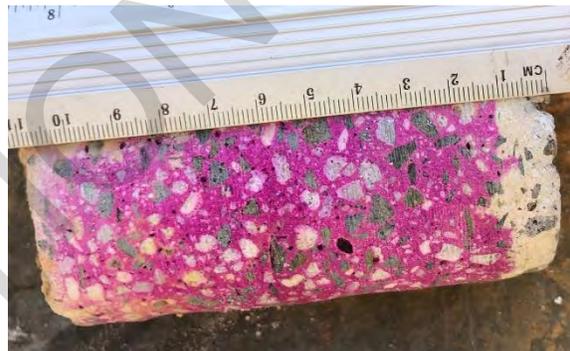
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BASEMENT CARPARK ROOF SOFFIT SEEPAGE AT SLAB JOINT



5-15



5-16



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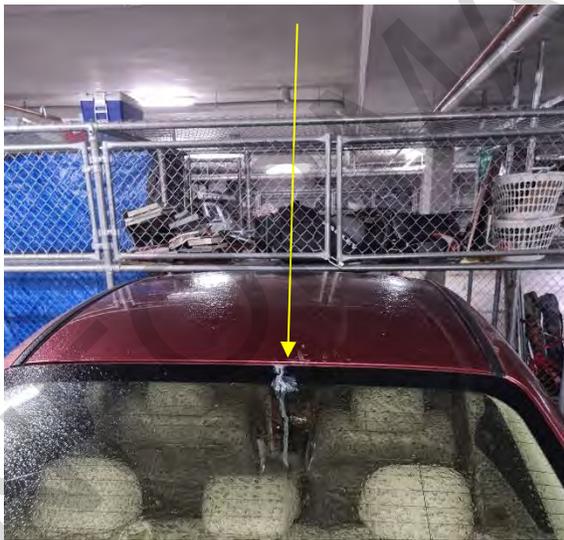
BASEMENT CARPARK ROOF SOFFIT



5-21



5-22



5-23



5-24

ATTACHMENT 6
BUILDING DRAWINGS

INFORMATION ONLY

Project Number: 2303
PROPOSED APARTMENT DEVELOPMENT
368 MURRAY ROAD PRESTON
VICTORIA



Conrock Australia Pty Ltd
Consulting Engineers
1248 Glen Huntly Road
Glen Huntly, Victoria Australia 3163
Ph 613 9569 2077 Fax 613 9569 2877

NO.	DESCRIPTION	DATE	BY	CHECKED	SCALE
1	ISSUED FOR TENDER	11/05/2021			1:1
2	ISSUED FOR TENDER	11/05/2021			1:1
3	ISSUED FOR TENDER	11/05/2021			1:1
4	ISSUED FOR TENDER	11/05/2021			1:1
5	ISSUED FOR TENDER	11/05/2021			1:1
6	ISSUED FOR TENDER	11/05/2021			1:1
7	ISSUED FOR TENDER	11/05/2021			1:1
8	ISSUED FOR TENDER	11/05/2021			1:1
9	ISSUED FOR TENDER	11/05/2021			1:1
10	ISSUED FOR TENDER	11/05/2021			1:1
11	ISSUED FOR TENDER	11/05/2021			1:1
12	ISSUED FOR TENDER	11/05/2021			1:1
13	ISSUED FOR TENDER	11/05/2021			1:1
14	ISSUED FOR TENDER	11/05/2021			1:1
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18	ISSUED FOR TENDER	11/05/2021			1:1
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48	ISSUED FOR TENDER	11/05/2021			1:1
49	ISSUED FOR TENDER	11/05/2021			1:1
50	ISSUED FOR TENDER	11/05/2021			1:1

REDLINE PROJECT
2021/05/11 11:00 AM
readd

For All the Rights of this
Drawing, please refer to
the Contract Documents
and the General Conditions
of Contract.

CONCRETE NOTES

- C1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH AS3600 & AS1379.
 C2. CONCRETE PROPERTIES SHALL BE AS FOLLOWS (UNLESS NOTED OTHERWISE):

ELEMENT	MIN. GRADE F_c' (MPa)	SLUMP (mm)
BLINDING & MASS	N20	100
SUSPENDED SLABS & BEAMS	N32	80
PRECAST PANELS	N40	60
COLUMNS	N40/N50	60

- C4. SPLICES IN REINFORCEMENT SHALL BE MADE ONLY AT THE LOCATIONS AND TO DETAILS SHOWN ON THE STRUCTURAL DRAWINGS. WHERE SPLICES ARE NOT SHOWN BUT APPROVED BY THE ENGINEER, THE SPLICE SHALL CONFORM TO AS 3600 PROVISIONS. TRENCH MESH REINFORCEMENT IN STRIP FOOTINGS OR SLAB RIBS IS TO BE FULLY LAPPED AT ALL INTERSECTIONS AND CORNERS.

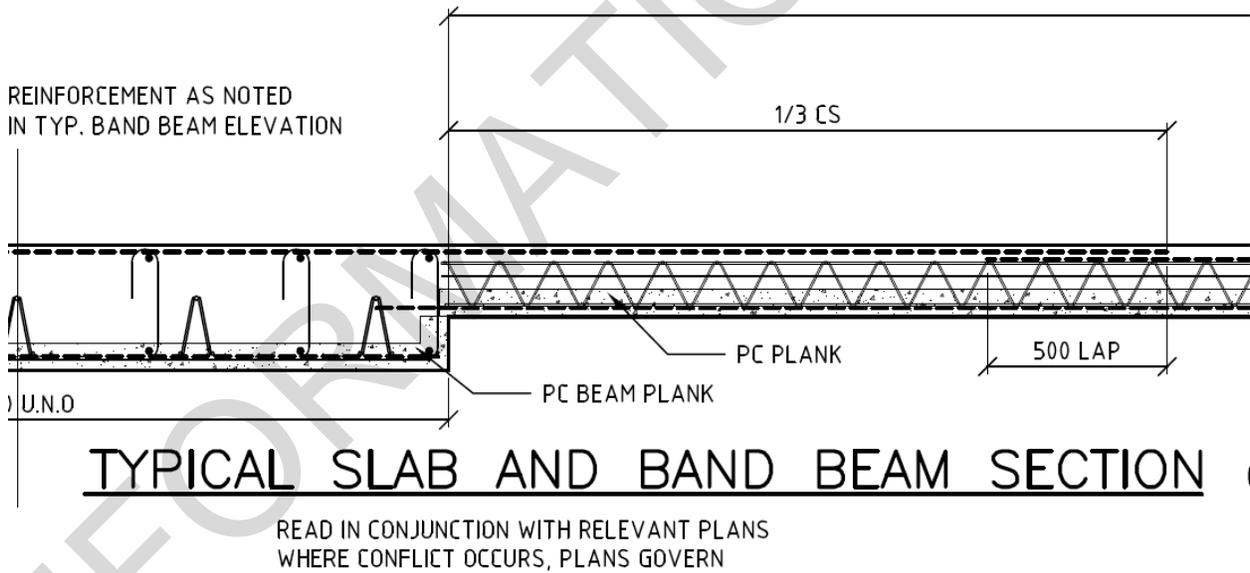
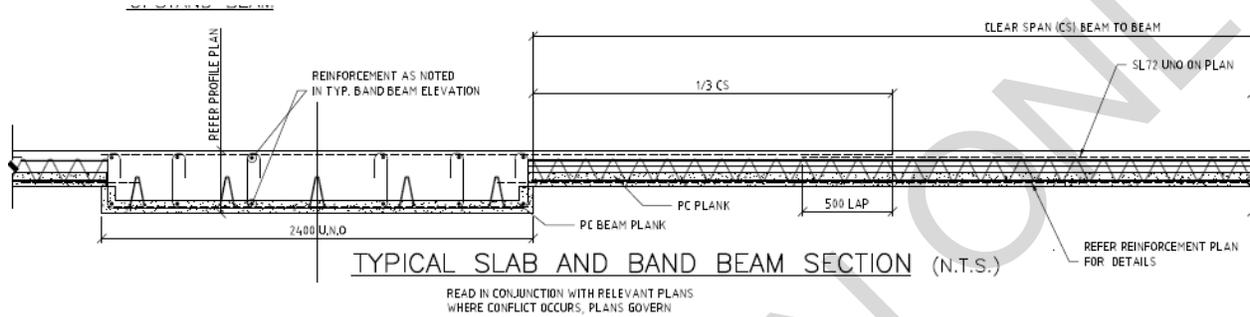
TENSION DEVELOPMENT LENGTH/SPLICE SCHEDULE (mm)

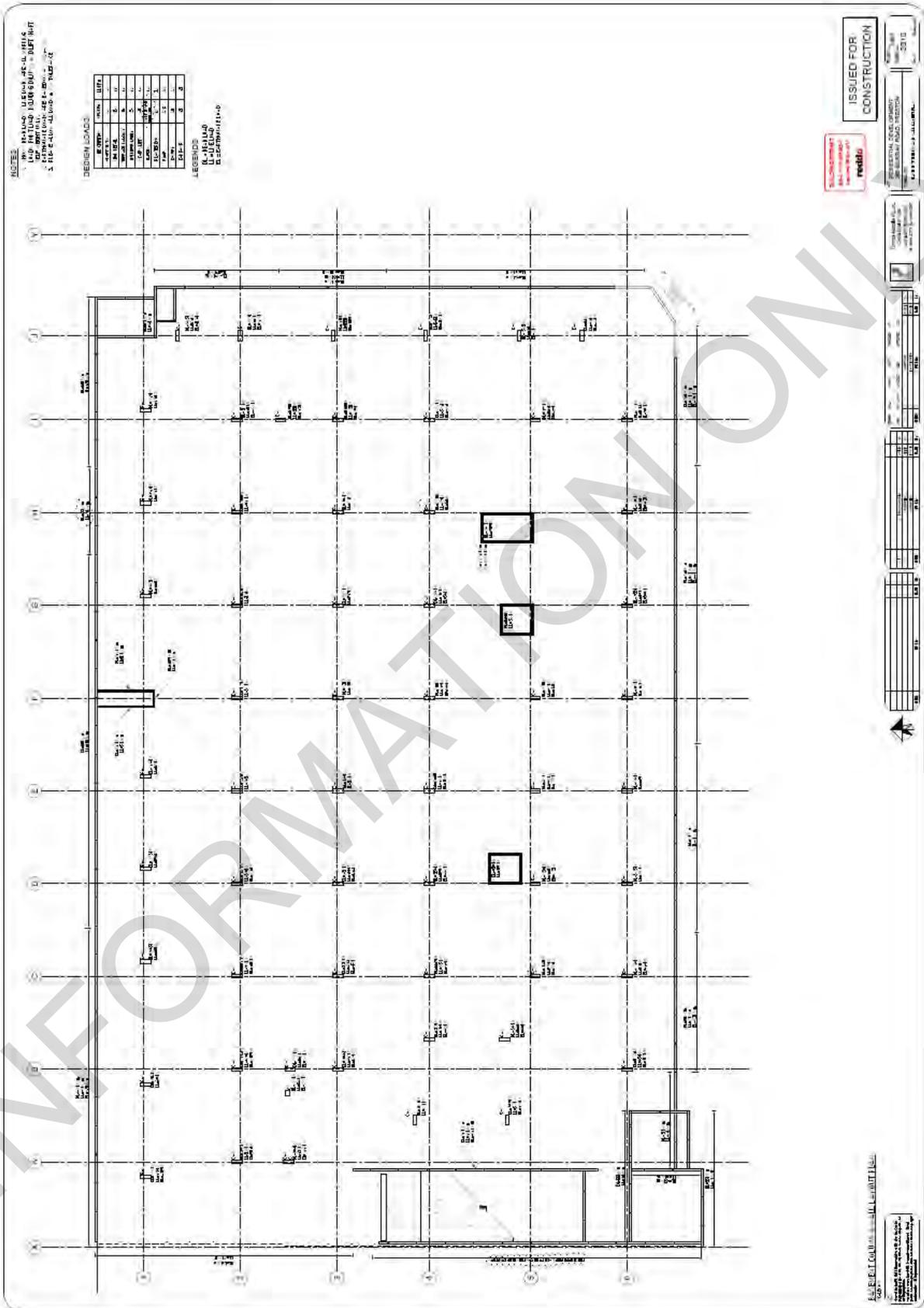
BAR SIZE	LESS THAN 300 mm CONCRETE BELOW BAR OR VERTICAL BAR		MORE THAN 300 mm CONCRETE BELOW BAR	
	CONCRETE	GRADE	CONCRETE	GRADE
	25 MPa	≥ 32 MPa	25 MPa	≥ 32 MPa
$\phi 10$	250	250	350	350
$\phi 12$	350	300	400	400
$\phi 16$	550	500	650	600
$\phi 20$	800	700	950	850
$\phi 24$	1050	950	1300	1150
$\phi 28$	1300	1150	1600	1400
$\phi 32$	1600	1400	2000	1750

- C5. MINIMUM COVER (mm) TO ALL REINFORCEMENT, UNLESS OTHERWISE SHOWN, SHALL BE AS FOLLOWS:

ELEMENT	FORMED AND NOT EXPOSED TO WEATHER	FORMED AND EXPOSED TO GROUND WATER & WEATHER	NOT FORMED, CASTING AGAINST GROUND ETC.
SUSPENDED SLABS	25	40	—
SUSPENDED BEAMS	25	40	—
COLUMN	40 (COVER TO LBS)	—	—
PRECAST WALL	40	—	—
ROOF	—	30	—

- C6. WHERE REINFORCEMENT IS CONTINUOUS THROUGH A POUR BREAK, SCABBLE AND CEMENT SLURRY THE OLD FACE BEFORE POURING AGAINST IT.
 C7. CONDUITS, PIPES ETC., MUST NOT BE PLACED WITHIN THE CONCRETE COVER.







ACCESS STRATA MANAGEMENT

Minutes of the Annual General Meeting

Owners Corporation for 388-390 Murray Road PRESTON VIC 3072 [Plan:PS733538P]

Meeting Date:	04/03/2025		
Meeting Location:	Remote attendance via Zoom Video Conference		
Time:	Scheduled Time: 06:00 PM	Opened: 6:03PM	Closed: 7:25PM
Lots Represented :	Lot	Member Name	Participation
	Lot : 3 (F) (via Proxy)	Liz Veasey	In person
	Lot : 4 (NF)	Natasha Alexandra Kicaj	In person
	Lot : 12 (F)	Laura Petito	In person
	Lot : 20 (F)	Jessica Farah	In person
	Lot : 25 (F)	Leanne N M Wheat	In person
	Lot : 29 (F)	Ryan Nicholas Buckley	In person
	Lot : 120 (F) (via Proxy)	Peter Ericson	In person
	Lot : 122 (F) (via Proxy)	Marc Foley	In person
	Lot : 124 (F)	Mark D Foley	In person
	Lot : 128 (F)	Christine Toni Baird	In person
	Lot : 129 (F) (via Proxy)	Liz Veasey	In person
	Lot : 130 (F)	Ms Tian Zhao	In person
	Lot : 203 (F)	Megan Renee Mckenzie	In person
	Lot : 206 (F) (via Proxy)	Marc Foley	In person
	Lot : 207 (F)	Gregory John Forster	In person
	Lot : 308 (F)	Fiona Catherine Blair	In person
	Lot : 317 (F)	Ana Marie Vilorio & Christina Marie Cavallero	In person



ACCESS STRATA MANAGEMENT

Lot	Member Name	Participation
Lot : 319 (F) (via Proxy)	Siow Lim Lim (Shery)	In person
Lot : 321 (F)	Pritpal Singh & Amrinder Kaur	In person
Lot : 326 (F)	Candice Maree Worsteling & Alexander James Davenport	In person
Lot : 401 (F)	Andrea & Nao Caponeri	In person
Lot : 403 (F)	Steven Hatzitheodoroy	In person
Lot : 406 (F) (via Proxy)	Steven Hatzitherodoroy	In person
Lot : 407 (F)	John Efremidis	In person
Chairperson :	Liz Veasey of Access Strata	
Additional Attendees :		
Apologies :	Lot 417 Radovan & Julijana Djurdjevic	
Quorum :	The meeting proceeded under an interim decision basis. As such, the resolutions from this meeting will not come into affect for 29 days.	

1. Motion 1			
NOTING OF MEETING ATTENDANCES AND QUORUM Submitted by Strata Manager .	Ordinary Resolution		
To note Attendees, Proxies and Apologies To determine if there is a Quorum			
Motion CARRIED			
VOTES	Yes : 22	No : 0	Abstain : 0



ACCESS STRATA MANAGEMENT

2. Motion 2

CHAIRPERSON

Submitted by Strata Manager .

Ordinary Resolution

To appoint a person to chair the meeting.

Motion CARRIED

VOTES

Yes : 22

No : 0

Abstain : 0

3. Motion 3

CONFIRMATION OF PREVIOUS MEETING MINUTES

Submitted by Strata Manager .

Ordinary Resolution

That the Minutes of the previous Annual General Meeting held on 11 April 2024 be accepted as a true and correct record of proceedings for that meeting.

Motion CARRIED

VOTES

Yes : 22

No : 0

Abstain : 0

4. Motion 4

CONSIDERATION OF REPORTS

Submitted by Strata Manager .

Ordinary Resolution

That the Manager report and Complaints/Dispute Report prepared by Access Strata be accepted.

That the Building Manager report is accepted. (NOT REQUIRED)

That the Committee report is accepted.

Motion CARRIED

VOTES

Yes : 22

No : 0

Abstain : 0



ACCESS STRATA MANAGEMENT

5. Motion 5

INSURANCE

Submitted by Strata Manager .

Ordinary Resolution

That the insurance policy for the Owners Corporation be accepted.

That the owners corporation resolve to obtain quotations prior to renewal.

That the owners corporation empower the committee to determine renewal of the insurance premium on behalf of owners.

That the Manager is instructed to on-charge claim excess costs incurred as per the Owners Corporation Act 2006 (Amendment 1 Dec 2021) to the responsible party.

Motion CARRIED

VOTES

Yes : 22

No : 0

Abstain : 0

6. Motion 6

FINANCIAL STATEMENTS

Submitted by Strata Manager .

Ordinary Resolution

That the Statement of Financial Affairs for the Owners Corporation for the period 01 January 2024 to 31 December 2024 be accepted.

Motion CARRIED

VOTES

Yes : 22

No : 0

Abstain : 0

7. Motion 7

ADMINISTRATIVE FUND BUDGET

Submitted by Strata Manager .

Ordinary Resolution

That the proposed Administration Fund budget be accepted in the amount of \$300,365.00

Motion CARRIED

VOTES

Yes : 22

No : 0

Abstain : 0



ACCESS STRATA MANAGEMENT

8. Motion 8

MAINTENANCE FUND BUDGET

Submitted by Strata Manager .

Ordinary Resolution

That the proposed Maintenance Fund budget be accepted in the amount of \$203,000.00

Motion CARRIED

VOTES

Yes : 22

No : 0

Abstain : 0

9. Motion 9

LEVY CONTRIBUTIONS

Submitted by Strata Manager .

Ordinary Resolution

That the Administrative Fund and Maintenance Fund levy contributions for the period 01/01/2025 - 31/12/2025 be set in accordance with Section 23 of the Owners Corporations Act 2006.

Secretarial Note: It was noted that the second quarter levies will be issued to all owners once the interim decision timeframe has passed.

Additional Details

Motion CARRIED

VOTES

Yes : 22

No : 0

Abstain : 0

10. Motion 10

PENALTY INTEREST ON ARREARS

Submitted by Strata Manager .

Ordinary Resolution

That Owners Corporation charges interest on money owed by a member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.

Motion CARRIED

VOTES

Yes : 22

No : 0

Abstain : 0



ACCESS STRATA MANAGEMENT

11. Motion 11

DEBT RECOVERY

Submitted by Strata Manager .

Ordinary Resolution

That the Owners Corporation resolves by ordinary resolution in accordance with Section 18 of the Owners Corporations Act 2006 to take all steps necessary to recover outstanding fees, levies and charges due by any member of the Owners Corporation, including to commence proceedings in VCAT or the Magistrates' Court or any other Court of competent jurisdiction. The Manager of the Owners Corporation shall be provided the delegated authority pursuant to this resolution to give all appropriate instructions to lawyers employed on behalf of the Owners Corporation in taking out such proceedings.

Motion CARRIED

VOTES

Yes : 22

No : 0

Abstain : 0

12. Motion 12

COMMITTEE

Submitted by Strata Manager .

Ordinary Resolution

That the following persons be elected to the Committee for the Owners Corporation.

Lot G25 Leanne Wheat
Lot 124 Marc Foley
Lot 130 Tian Zhao
Lot 308 Fiona Blair
Lot 319 (via Proxy) Siow Lim Lim (Shery)

That the following persons be elected to the defect rectification sub-Committee for the Owners Corporation.

Lot 122 Kevin Campbell
Lot 124 Marc Foley

That the following persons be elected to the day-day management & routine maintenance sub-Committee for Owners Corporation.

Lot G25 Leanne Wheat
Lot 124 Marc Foley
Lot 130 Tian Zhao
Lot 308 Fiona Blair

That Marc Foley be elected as Chairperson of the Committee for the Owners Corporation.

That Fiona Blair be elected as Secretary of the Committee for the Owners Corporation.

That the committee be delegated the authority and relevant permissions to act for and on behalf of the owners corporation.

That the Owners Corporation Committee be delegated full authority to make decisions on all matters on behalf of the Owners Corporation with the exception of when a Special Resolution or Unanimous Resolution required, pursuant to the power and authority defined within Section 11 of the Owners Corporations Act 2006 being Committee powers and delegation.

Motion CARRIED

VOTES

Yes : 22

No : 0

Abstain : 0



ACCESS STRATA MANAGEMENT

13. Motion 13

GENERAL BUSINESS

Submitted by Strata Manager .

Ordinary Resolution

Special Resolution:

That the Owners Corporation PS733538P by special resolution resolves to adopt and be bound by the Rules of Owners Corporation in accordance with Sections 138 and 142 of the *Owners Corporation Act 2006*.

That the Owners Corporation PS733538P by special resolution resolves to lodge the Rules of the Owners Corporation in accordance with Section 142(1) of the *Owners Corporation Act 2006*.

It was agreed that the above motions would be defeated as further changes are required. The Rules will be issued via postal ballot for Owners to vote on.

Refurbishment Plan:

The refurbishment plan was received positively by the owners present at the meeting. The Committee and the Owners Corporation Manager will work towards the items being addressed in this financial year.

Security Upgrade Proposal:

This proposal has come about due to incidents which have been witnessed throughout the property over the past 12 months. Those present agreed to the proposal and the Owners Corporation Manager will issue the works to be completed.

CCTV:

An owner requested confirmation regarding the CCTV system being fully functional, and the Owners Corporation Manager advised that the system is fully functional with the exception of the TV on the west side of the property which is in the process of being fixed.

Defects:

Those present requested an update to the defect rectification works. The Owners Corporation Manager advised that there will be a meeting with Holding Redlich in the next couple of months in relation to the defects and what the next steps are. Owners are encouraged to attend this meeting.

Lot 20 raised a question regarding whether the builder and developer had been identified. The Owners Corporation Manager advised that this has been identified and conversations are ongoing.

Lot 304 asked a question in relation to the levies for the defect rectification. The Owners Corporation Manager advised that at this stage, we are unable to confirm whether levies will need to be raised however at this stage, no levies are required.

An owner raised a question regarding the timing of the legal steps as the 10 year timeframe expires in December this year. The Owners Corporation Manager advised that this is the reason behind the meeting in a couple of months, however an agreed solution will be in place prior to this date.

G25 advised that the communication strategy that had been completed previously, should continue. The Owners Corporation Manager advised that this will continue with the first communication being issued post the first Committee Meeting.

Cladding Safety Victoria:

An owner requested an update on the cladding at the property. The Owners Corporation Manager advised that the previous Committee and the manager met with Cladding Safety Victoria (CSV) a couple of weeks ago. Whilst there is cladding present on the building, it is unsure how unsafe the cladding is.

Additionally, the Owners Corporation Manager will look into the laws surrounding combustible cladding in Victoria and provide the information to the Committee as required.

Motion CARRIED

VOTES

Yes : 22

No : 0

Abstain : 0

Remedial Works to Steps / 380 Murray Road Preston.

Att: Liz Veasey
Owners Corporation Manager
Access Strata
PO Box 369 Lilydale Vic 3140

Date: 1.9.25

Dear Liz,

As requested, we have carried out the soil test and organised the preliminary engineering report, detailing the issues with the front and side steps sinking and pulling away from the building. The soil test and engineers report are attached.

In addition to this we have met with the engineer and sketched up what is being recommended in the report for clarity. In summary both sets of steps need to be demolished and the path from the side steps to the front gate and a suitable screw pile foundation system installed prior to the steps being rebuilt. This work is quite extensive and will involve some road closure works at the front of the building and will mean closing the entrances for a period of at least a month, possibly longer. Depending on fire escape access it may not be possible to do both at the same time, this needs clarification prior to quotation for the works.

As part of any remedial works a further engineer's inspection after demolition will be required to assess the revealed fill and condition of the steel post mentioned in the original report.

We will now prepare a detailed quotation for the works including all consultants costs and council permits and fees.

Regards,
Al.

Alister Bennett
Estimating and Site Support.
0408 542 217
estimating@carringvale.com.au



Replace blockwork with 200mm Core Filled Blockwork N12 x 400mm Each Way

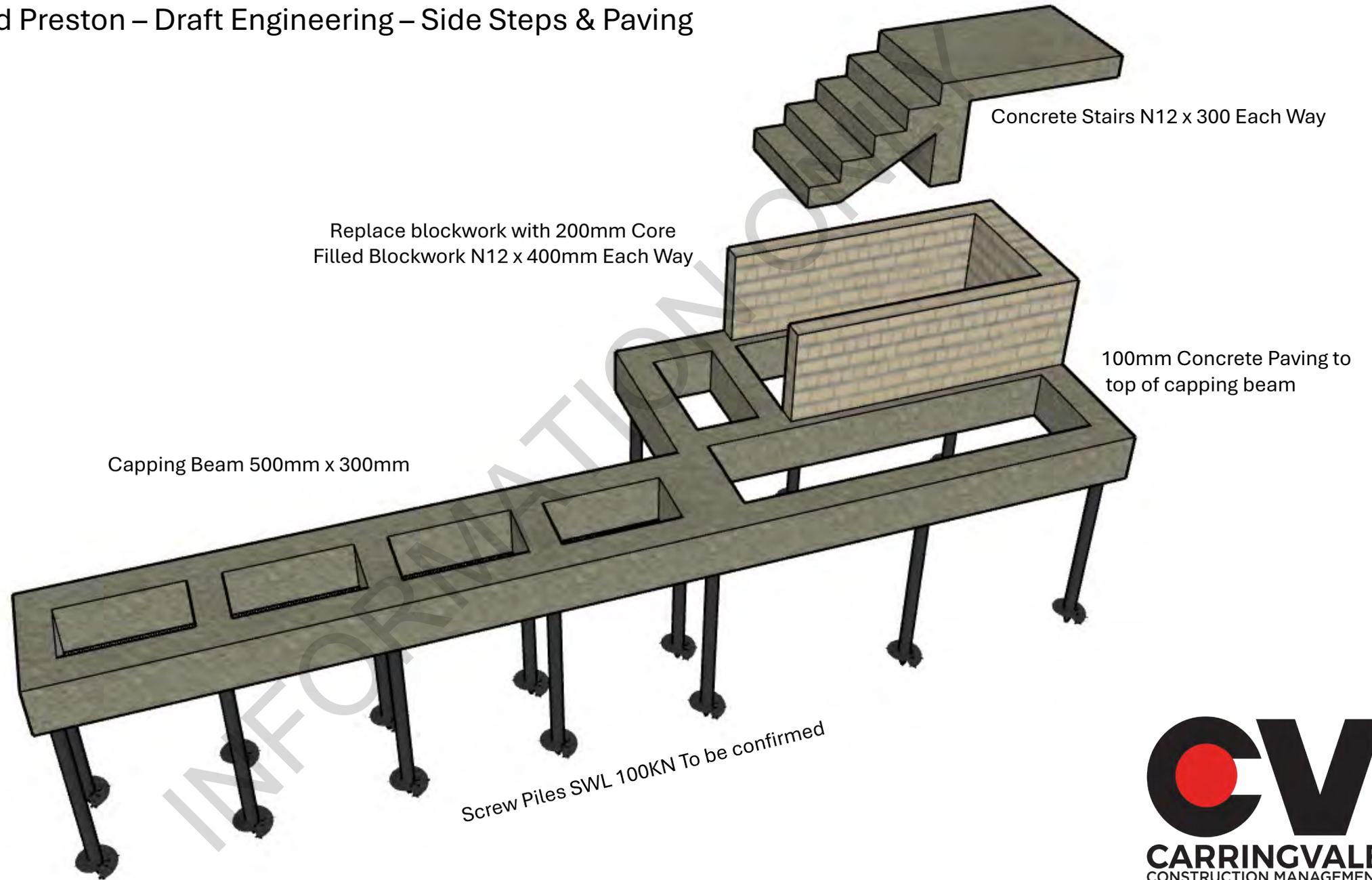
Concrete Stairs N12 x 300 Each Way

250mm Concrete Slab Over All Screw Piles and Capping Beams

Capping Beam 500mm x 300mm

Screw Piles SWL 100KN To be confirmed

388 Murray Road Preston – Draft Engineering – Side Steps & Paving



To: Klair Jones [Access Strata](#)

cc

From: Richard Drew
+61 411 498 879 **Page** 1 of 1

General
correspondence



Inspection Report

Memorandum

Meeting Record

Project: 388 Murray Rd PRESTON **Date:** 14 May 2021

Subject: CMET REPORT 11 MAY 2021



D R Partners

#3, 218 Upper Heidelberg Rd
Ivanhoe 3079
+61 3 9497 3897

richard@drpartners.com.au

Klair,

Further to our report of 12 February, we are able to report on the further investigations carried out by the specialist testing agency CMET (Corrosion Materials Engineer & Testing - reference to this report should be made).

The testing was carried out to:

- Determine the presence of water-proof membranes to the central courtyard & planters
- Investigate the cause of the efflorescence to the courtyard and balcony tiling
- Test the quality of the concrete to protect reinforcement where water may be penetrating through cracks to the concrete

In summary, the following findings have been made:

1. Membranes are in place, but some relatively minor water penetration is occurring. This is likely through poor seals to drainage penetrations or joints to water-proofing in planting boxes. Testing of seepage water for nitrates and flourides may confirm the planters as the source of the seepage. Dye testing may permit isolation and repair of the leaks, but ultimately emptying and re-water-proofing of planters may be required to reliably redress the issue.
2. The efflorescence appears to be due to an inappropriate use and installation of the sand/cement substrate to the tiles. This is confirmed by approximately 30% of the tiles debonding from the substrate. Over the longer term further debonding and complete detachment of the tile from the substrate can be anticipated. The opinion of an external tiling specialist should be sought in respect of replacing or reinstalling the tiles on a suitable substrate for safety as well as aesthetic reasons, as redoing the tiles is the only reliable option for redressing the original defects in placement of the tiles.
3. The concrete is of reasonable quality and is sufficient to protect reinforcement from corrosion over the medium term. Consideration should be given to repairing leaks as noted above so that carbonation of concrete, loss of alkalinity and reinforcement corrosion ("concrete cancer") does not become incipient in 10-20 years.
4. In general, repairs to poorly bonded tiles and ground bearing structures at the perimeter of the building should be effected as identified in our earlier report of February. Again, the opinion of specialist tiler should be sought in this regard.

Cladding Taskforce - Inspection Template v2

BLD-00027611 / DAREBIN / 388 MURRAY Road PRESTON 3072 / [REDACTED]

Complete



Address	388 MURRAY Road PRESTON 3072
Address (known as)	388 Murray Road, Preston
VBA ID	BLD-00027611
Building Name (if applicable)	388
Primary Inspector	[REDACTED]
Secondary Inspector	N/A
Municipality	DAREBIN
Inspection Date	18 Nov 2021
Inspection Time	23:00 GMT
Building is Within Scope?	Yes
Building Has Combustible Cladding?	Yes
Type of Combustible Cladding Within Scope?	EPS

E.P.S is located to SOME infill walls, F.C. sheet is also used in lightweight infill walls.
The E.P.S can be identified as it has a depth of approx 50mm from the window frames, whereas when F.C. sheet is utilised it has a depth of about 15mm/ or a fingers width.



Photo 1



Photo 2



Photo 3

Type of Combustible Cladding Information	E.P.S located at existing damaged wall.
--	---

Combustible Cladding Image(s)



Photo 4



Photo 5



Photo 6

INFORMATION ONLY

Building Information

Building Location Images

Google Earth overhead establishment screenshot



Photo 7



Photo 8

Google Maps front elevation establishment screenshot



Photo 9



Photo 10

Map indication location of street hydrants



Photo 11



Photo 12

Building Information

This report contains observations which are relevant to an assessment of the building's uses of claddings and attachments which, when combustible, may pose a risk to the safety of building occupants. The report also contains observations about various fire safety features of the building. These observations have been considered by a multi-disciplinary expert panel who have provided advice to the Municipal Building Surveyor about ways to reduce any risks arising from possible uses of combustible claddings and attachments. This report is not, of itself, an audit of all of the building's safety features and does not provide a technical assessment of whether the building complies with the National Construction Code. The report should be considered in conjunction with the specific recommendations of the expert panel, who may have provided advice to the Municipal Building Surveyor about immediate and longer-term ways to reduce risks.

Classifications - Primary Use

Class 2 Residential Apartments

Number of Class 2 Sole Occupancy Units?

51 to 150



Photo 13



Photo 14



Photo 15

Actual Number of Class 2 SOU's

133

Classifications - Secondary Uses

C ass 7a Carpark



Photo 16

Total Number of Storeys (including basements)

6

From 0 to 100

Number of Basements

1

From 0 to 5

Is the Basement Partially Out of the Ground?

No

Number of Stairs

4

From 0 to 10

Number of Exits

8

From 0 to 10

Onsite Building Management or Security Personnel

No

Does The Building Contain Sprinklers?

Yes

Sprinklers are Provided To

Basement

Wa Drenchers

Building Sprinkler Other Information

Owners Corporation

40%

Owners Corporation

40%

Corporation Name

[REDACTED]

Contact Phone Number

[REDACTED]

Contact Person

[REDACTED]

Date Corporation Was Contacted

26 Jul 2021

Present at Inspection

VBA Representative(s)

Council Representative(s)

Building Manager(s)

VBA Representative/s Details

[REDACTED]

Number of Council Representative at Inspection

1

From 0 to 5

Council Representative 1 Details

[REDACTED]

Building Managers Details

[REDACTED]

Occupancy Permit Issued

Yes

OP Number if Known

BS-U 111-007055-1-4

OP Date Issued

4 Dec 2015

OP Notes

Occupancy Permit Image(s)



Photo 17



Photo 18



Photo 19



Photo 20

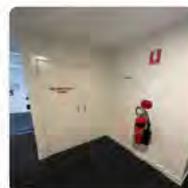


Photo 21



Photo 22

Is the Occupancy Permit (OP) Displayed?

Yes

Is the OP Displayed in the Location Indicated on the OP?

Yes

OP Other Information

Located at F.I.P., ground floor foyer

OP Location Image(s)



Photo 23

Essential Safety Measures Schedule Issued?

Yes

Essential Safety Measures Schedule Image(s)



Photo 24



Photo 25



Photo 26



Photo 27



Photo 28

INFORMATION ONLY

Exterior of Building

Elevations

Front Elevation

Front Elevation Type of Cladding Present

EPS (Expanded Polystyrene)
Non Combustible

Front Elevation Description of all Types of External Cladding by Colour

- Maroon. E.P.S infill walls (50mm depth)
- Dark grey. E.P.S infill walls (50mm depth)
- Dark grey. F.C. sheet infill walls (15mm depth)
- Maroon F.C. sheet infill walls (15mm depth)
- Red. Precast
- White. Precast
- Maroon. Precast
- Grey. Tile
- Dark grey. Masonry
- Grey. Natural. Concrete Precast

Front Elevation Configuration of Cladding

Broken

Front Elevation Configuration of Cladding Additional Information

Front Elevation Cladding Image(s)



Photo 29



Photo 30



Photo 31



Photo 32



Photo 33



Photo 34



Photo 35



Photo 36

Left Hand Side Elevation

Left Hand Side Type of Cladding Present

EPS (Expanded Polystyrene)
Non Combustible

Left Hand Side Description of all Types of External Cladding by Colour

- Purple E.P.S
- Charcoal eps
- Purple precast
- Charcoal precast

Left Hand Side Configuration of Cladding

Broken

Left Hand Side Configuration of Cladding Additional Information

Left Hand Side Cladding Image(s)



Photo 37



Photo 38



Photo 39



Photo 40



Photo 41

Rear Elevation

Rear Elevation Type of Cladding Present

EPS (Expanded Polystyrene)
Non Combustible

Rear Elevation Description of all Types of External Cladding by Colour

- Maroon. E.P.S infill walls (50mm depth)
- Dark grey. E.P.S infill walls (50mm depth)
- Dark grey. F.C. sheet infill walls (15mm depth)
- Maroon F.C. sheet infill walls (15mm depth)
- Red. Precast
- Maroon. Precast

Rear Elevation Configuration of Cladding

Broken

Rear Elevation Configuration of Cladding Additional Information

Rear Elevation Cladding Image(s)



Photo 42



Photo 43



Photo 44



Photo 45



Photo 46



Photo 47



Photo 48



Photo 49



Photo 50



Photo 51



Photo 52



Photo 53



Photo 54

Right Hand Side Elevation

Right Hand Side Type of Cladding Present

EPS (Expanded Polystyrene)

Non Combustible

Right Hand Side Description of all Types of External Cladding by Colour

- Maroon. E.P.S infill walls (50mm depth)
- Dark grey. E.P.S infill walls (50mm depth)
- Dark grey. F.C. sheet infill walls (15mm depth)
- Maroon F.C. sheet infill walls (15mm depth)
- Red. Precast
- White. Precast
- Maroon. Precast
- Grey. Tile
- Dark grey. Masonry
- Grey. Natural. Concrete Precast

Right Hand Side Configuration of Cladding

Broken

Right Hand Side Configuration of Cladding Additional Information

Right Hand Side Cladding Image(s)



Photo 55



Photo 56



Photo 57



Photo 58

Exterior

Extent of Combustible Cladding on Building

0-25%

Fixing Method of Aluminium Composite Panel

Mechanical

E.P.S assumed mechanical

Fixing Method of ACP Note(s)

Fixing Method of ACP Image(s)

Ignition Sources

Cladding within 3m of Ground

On Balconies

Ignition Sources Other Information

Ignition Source Image(s)



Photo 59



Photo 60

Distance from Combustible Cladding to Fire Source Feature

3m to 6m

Construction of Wall of Nearest Existing Building to Combustible Cladding

Non-Combustible With Openings

Construction Wall Other Information

Construction of Wall Image(s)



Photo 61

Combustible Cladding Around Windows and Service Openings

Yes

Combustible Cladding Around Windows and Service Opening Notes

Combustible Cladding Around Windows and Service Opening Image(s)



Photo 62



Photo 63



Photo 64

Combustible Cladding on Common Area Balconies

N/A

Fire Rating Behind Cladding

Does the Wall Behind the Cladding Achieve a Required FRL?

Unknown

Insulation Behind Cladding

What is the Type of Insulation Behind the Cladding?

Unknown

Other Occupancies

Other Occupancies

Are There Ancillary Use Areas in the Building Such as Office or Shops?

No

INFORMATION ONLY

Common Areas

Common Areas

Are There Smoke Alarms?

AS1670

Smoke Alarms Information

Smoke Alarms image(s)



Photo 65



Photo 66



Photo 67

Are There Thermal Detectors in Common Areas?

No

Are There Sounders?

Yes

Sounder Other Information

Sounder Image(s)



Photo 68



Photo 69

Is There Smoke Compartmentalisation?

Yes

Smoke Compartmentalisation Other Information

Smoke Compartmentalisation Image(s)



Photo 70

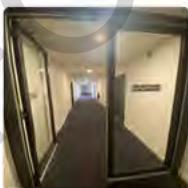


Photo 71



Photo 72



Photo 73

Is There a Smoke Exhaust System?

No

Are There Sprinklers?

Yes

Common Area Sprinkler System Comments

Basement carpark sprinkled and wall drenchers only

Common Area Sprinkler System Image(s)



Photo 74



Photo 75



Photo 76



Photo 77



Photo 78



Photo 79



Photo 80



Photo 81



Photo 82



Photo 83



Photo 84



Photo 85



Photo 86

Other Common Area Uses Within Building

No

INFORMATION ONLY

Basement/Carpark

11.29%

Basement

11.29%

Are there Basement(s)

Yes

Number of Basements in Building

1

From 1 to 5

Is Basement 1 Used as a Carpark

Yes

Number of Basement 1 Car Spaces

41-80



Photo 87

Number of Cars in Basement 1 Stackers

0

From 0 to 100

Number of Exits in Basement 1

3

From 0 to 5

Basement Level 1 Other Information

Basement 1 Image(s)



Photo 88

Essential Safety Measures in Basement Levels

Sounders

Mechanical Ventilation

Fixed Ventilation

Sprinklers

Essential Safety Measures Other Information

Essential Safety Measures Image(s)



Photo 89



Photo 90



Photo 91



Photo 92



Photo 93



Photo 94



Photo 95



Photo 96



Photo 97



Photo 98



Photo 99

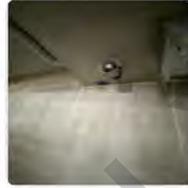


Photo 100



Photo 101



Photo 102



Photo 103



Photo 104



Photo 105



Photo 106

Basement Exits Discharge

Internal

External

Internal Exit Information

Fire Rated Door with Tags

Fire Rated Frame with Tags

Self Closing

Internal Exit Information

Internal Exit Image(s)

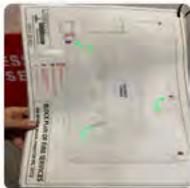


Photo 107



Photo 108



Photo 109



Photo 110



Photo 111

Basement External Exit Via

Other

Other Information

Other Image(s)

Carpark Levels Above Basement

Are there Carparks(s)

No

Exit Travel Required Within 3m of Combustible Cladding from Basement/Carpark

No

Egress from Building

28.33%

Egress from Building

28.33%

Stairs

31.11%

Number of Stairs Egress

3
From 0 to 10

Is Stair 1 Fire Isolated

Yes

Essential Safety Measures to Stair

Doors Fire Tagged

Frames Fire Tagged

Self Closers

Hydrants

Is the Stair Ascending and Descending

No

The Stair Width is

<1m



Photo 112

The Stair Is

Internal

The Stair is Located in The

Left of Building

The Stair Discharge

Discharge into a Lobby

Is There a Choice of Multiple Exits at Discharge Level

Yes

What Level Does The Stair Discharge to

Ground

Distance From Stair Discharge to Nearest Exit

12.5m

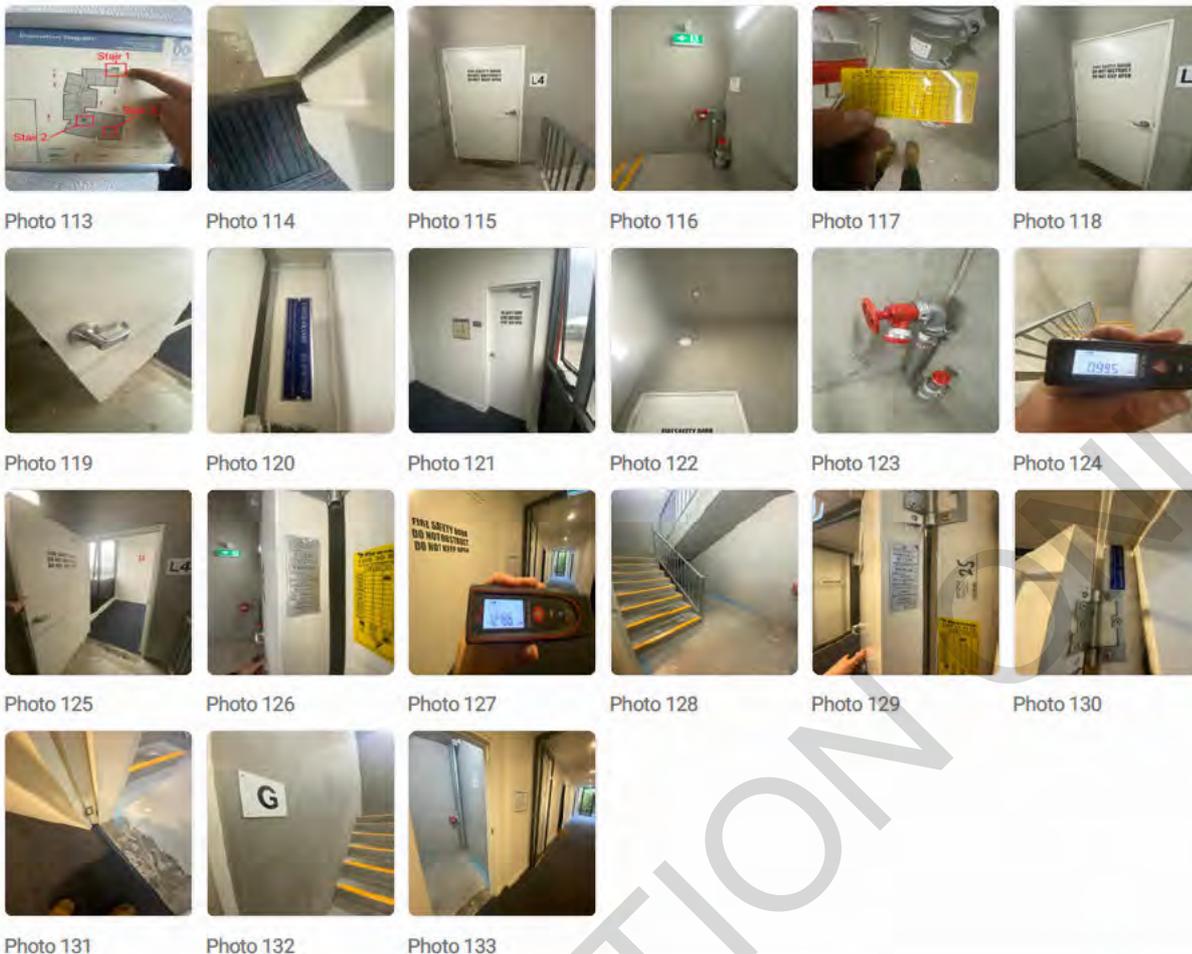
Stair Number 1 Information

Fire isolated

L4 to ground

No smoke seals

Stair Number 1 Image(s)

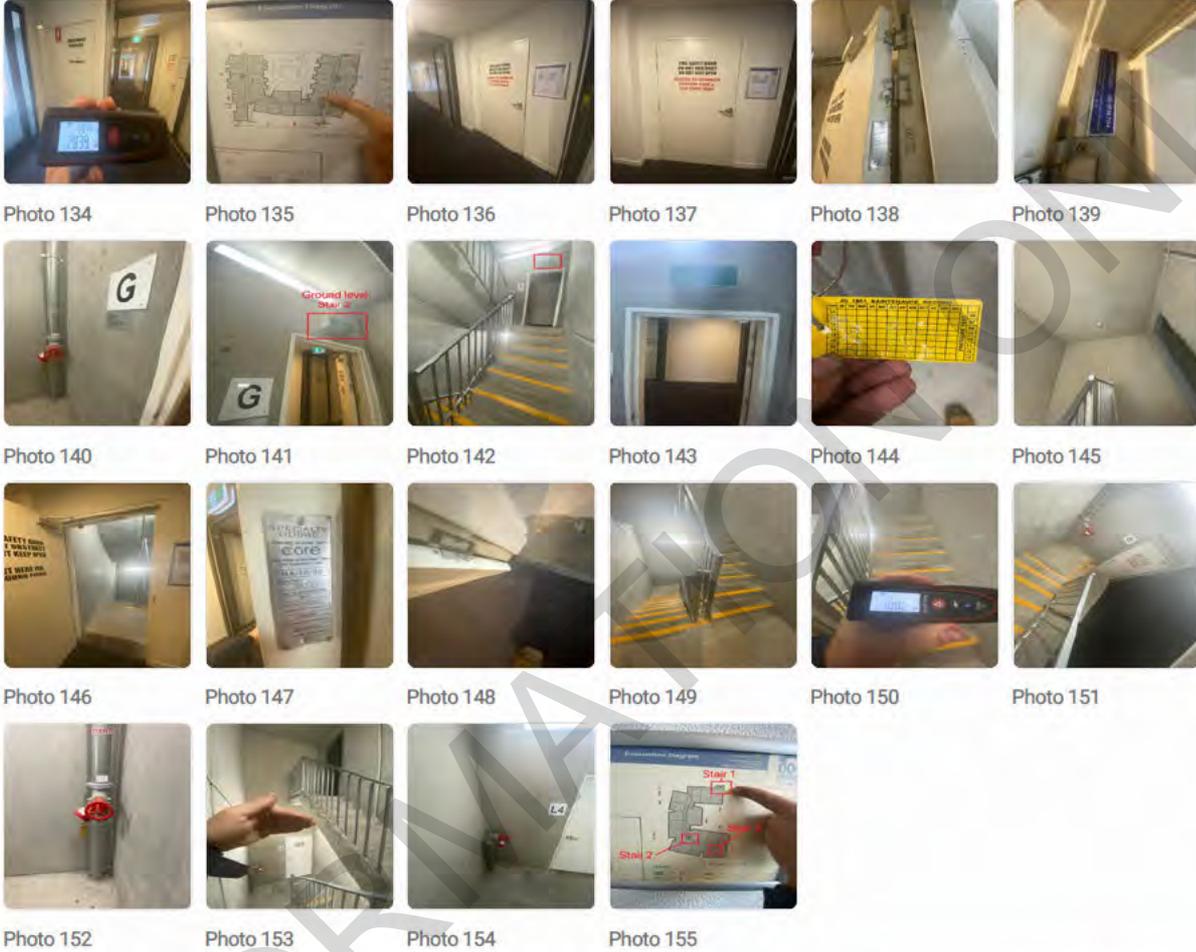


Is Stair 2 Fire Isolated	Yes
Essential Safety Measures to Stair	Doors Fire Tagged Frames Fire Tagged Self-Closers
Is the Stair Ascending and Descending	Yes
The Stair Width is	1m to 1.5m
The Stair Is	Internal
The Stair is Located in The	Right of Building
The Stair Discharge	Discharge into a Lobby
Is There a Choice of Multiple Exits at Discharge Level	Yes
What Level Does The Stair Discharge to	Ground
Distance From Stair to Nearest Exit	10m approx

Stair Number 2 Information

- Exit light unmaintained
- No smoke seals
- Fire isolated
- Ascends and descending stair
- Rooftop to basement

Stair Number 2 Image(s)



Is Stair 3 Fire Isolated

Yes

Essential Safety Measures to Stair

- Doors Fire Tagged
- Frames Fire Tagged
- Self-Closers
- Hydrants

Is the Stair Ascending and Descending

No

The Stair Width is

1m to 1.5m

The Stair Is

Internal

The Stair is Located in The

Right of Building

The Stair Discharge

Discharge into a Lobby

Is There a Choice of Multiple Exits at Discharge Level

Yes

What Level Does The Stair Discharge to

Distance From Stair to Nearest Exit

12.173m

Stair Number 3 Information

Descending from L4 to ground

Fire isolated

No Smoke seals

Stair Number 3 Image(s)



Photo 156



Photo 157



Photo 158



Photo 159



Photo 160



Photo 161



Photo 162



Photo 163

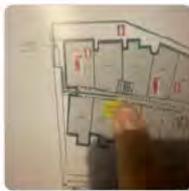


Photo 164



Photo 165



Photo 166



Photo 167



Photo 168



Photo 169



Photo 170



Photo 171



Photo 172



Photo 173

Exits

20%

Number of Exits from The Building

5
From 0 to 10

Exit Number 1 Other Information

Exit Number 1 Image(s)



Photo 174



Photo 175



Photo 176



Photo 177

Exit Number 2 Other Information

Exit Number 2 Image(s)



Photo 178



Photo 179



Photo 180



Photo 181

Exit Number 3 Other Information

Exits - 3 and 4

Exit Number 3 Image(s)

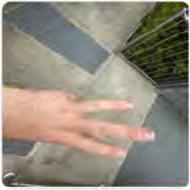


Photo 182



Photo 183



Photo 184



Photo 185



Photo 186



Photo 187



Photo 188



Photo 189



Photo 190



Photo 191



Photo 192



Photo 193



Photo 194



Photo 195



Photo 196



Photo 197

Exit Number 4 Other Information

Exit 5

Exit Number 4 Image(s)

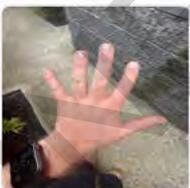


Photo 198

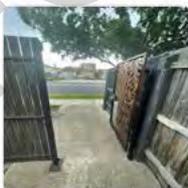


Photo 199



Photo 200



Photo 201



Photo 202



Photo 203



Photo 204



Photo 205



Photo 206

Exit Number 5 Other Information

Exit 6, Exit 7, Exit 8

Exit Number 5 Image(s)



Photo 207



Photo 208



Photo 209



Photo 210



Photo 211



Photo 212



Photo 213



Photo 214



Photo 215



Photo 216



Photo 217



Photo 218



Photo 219



Photo 220

Which Exits Are Within 3m of Combustible Cladding?

6

7

One Exit Leads Directly Outside

Yes

Distance Between Exits is

>9m

The Exits are Free From Blockages or Other Hindrance

Yes

Appropriate Exit and Exit Directional Signage is Provided

No



Photo 221



Photo 222

Exit Notes

Exit Image(s)

Lobby

20%

Number of Lobbies in Building

1

From 0 to 5

Lobby Number 1 Information

Lobby Number 1 Image(s)



Photo 223



Photo 224



Photo 225



Photo 226



Photo 227

Combustible Material in Lobbies

No

Electrical or Other Equipment in Lobbies

Yes

Electrical or Other Equipment Other Information

Lift and F.I.P.

Electrical or Other Equipment Image(s)



Photo 228



Photo 229



Photo 230

Lobbies Sprinklers

No

Exit Path

External

External Exit Travel Required Within 3m of Combustible Cladding

Yes

Type of Cladding Adjacent to External Exit Path

EPS (Expanded Polystyrene)

Type of Cladding Adjacent to Exit Other Information

E.P.S

External Exit Travel Image(s)



Photo 231



Photo 232



Photo 233



Photo 234



Photo 235

Length of Exit Travel to Street on Exiting Building

>20m

Length of Exit Travel Other Information

Worst case exit is over 10m

Best case <5m

Length of Exit Travel Image(s)



Photo 236



Photo 237



Photo 238



Photo 239



Photo 240



Photo 241



Photo 242

Internal

Internal Exit Travel Required Within 3m of Combustible Cladding

No

Maximum Length of Travel From SOU Door to Exit

<9m



Photo 243



Photo 244



Photo 245

Length of Travel from SOU Other Information

6m path exits to rear one space

16m path exits to Murray street

Internal Exit Travel Image(s)



Photo 246



Photo 247



Photo 248



Photo 249



Photo 250



Photo 251



Photo 252



Photo 253

Fire Fighting Provisions

50%

Fire Fighting Provisions

50%

Fire Indicator Panel (FIP) Provided

Yes

FIP Surrounded by Combustible Cladding

No

FIP Indicates Faults

No

FIP Battery Less Than 2 Years Old?

Yes

FIP Other Information

FIP Image(s)



Photo 254



Photo 255



Photo 256



Photo 257



Photo 258

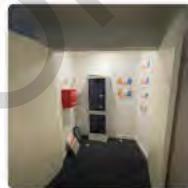


Photo 259



Photo 260



Photo 261



Photo 262



Photo 263



Photo 264



Photo 265



Photo 266



Photo 267



Photo 268



Photo 269

Alarm Signalling Equipment (ASE) Provided

Yes

ASE Number

3072001281

ASE Indicate Faults

No

ASE Other Information

ASE Image(s)

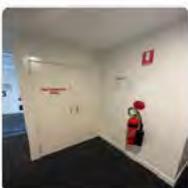


Photo 270



Photo 271



Photo 272



Photo 273



Photo 274

Is There a Manual Call Point in Building Lobby?

Yes

Manual Call Point Location Image(s)



Photo 275



Photo 276



Photo 277

Hydrants

Is an External Hydrant Provided

Yes

Combustible Cladding Above or Within 3m Horizontally of Hydrant

No

External Hydrant Other Information

External Hydrant Image(s)



Photo 278



Photo 279



Photo 280

Are There Internal Hydrants

Yes

Are They Provided to Each Level

Yes

Are They in a Fire Isolated Stair

Yes

Are They Provided in All Fire Isolated Stairs

No

Internal Hydrants Other Information

Internal Hydrant Image(s)



Photo 281



Photo 282



Photo 283



Photo 284



Photo 285



Photo 286



Photo 287



Photo 288



Photo 289



Photo 290

Is There a Hydrant Booster

Yes

Hydrant Booster Image(s)



Photo 291



Photo 292



Photo 293



Photo 294

Street Hydrants are Located

Within 10m of Building

Street Hydrant Other Information

Street Hydrant Image(s)



Photo 295

Sprinklers

The Building Has Sprinklers

Yes

Building Sprinklers are Provided To

Basement
Wardens

Can Sprinklers be Isolated by Floor?

Yes

Sprinkler Isolated by Floor Other Information

Sprinklers Isolation Image(s)



Photo 296



Photo 297



Photo 298



Photo 299



Photo 300



Photo 301

Hose Reels

Does the Building Have Hose Reels?

Yes

Are Hose Reels at Each Level?

No

Are Hose Reels Provided in the Basement?

Yes

Hose Reels Other Information

Hose Reel Image(s)



Photo 302



Photo 303

Extinguishers

Does the Building Have Water Type Extinguishers?

No

Does the Building Have Dry Chemical Type Extinguishers?

Yes

Dry Chemical Extinguisher Image(s)



Photo 304



Photo 305



Photo 306



Photo 307



Photo 308



Photo 309



Photo 310

Dry Chemical Type Provided to All Levels?

Yes

Dry Chemical Extinguisher Other Information

Other Fire Fighting Features

50%

Does the Building Contain Other Fire Fighting Features?

Fire Pumpset
Sprinkler Booster
Sprinkler Control Valves

Other Fire Fighting Feature Information

Other Fire Fighting Feature Image(s)



Photo 311



Photo 312



Photo 313



Photo 314



Photo 315



Photo 316



Photo 317



Photo 318



Photo 319



Photo 320



Photo 321



Photo 322



Photo 323



Photo 324



Photo 325



Photo 326



Photo 327



Photo 328



Photo 329

Fire Fighting Access

Fire Appliance Access With a Width of Minimum 3.6m is Available To

2 S des of the Bu d ng

Fire Appliance Access Other Information

Front

Right

- both elevations have overhead wires

Fire Appliance Access Image(s)



Photo 330



Photo 331

Fire Fighter Access is Available To

3 S des of the Bu d ng

Fire Fighter Access Other Information

Front

Right

Part of left

Fire Fighter Access Image(s)



Photo 332

Photo 333

Photo 334

Overhead Wires are on Same Side of Street(s)

Yes

Overhead Wires Street Image(s)



Photo 335

Photo 336

Overhead Wires Other Information

Block Plan and Sprinkler Schematic

A Block Plan is Available?

Yes

Block Plan is Displayed?

n the Spr nk er / Hydrant Booster Area

Block Plan Image(s)



Photo 337

Photo 338

Photo 339

Photo 340

Photo 341

Photo 342



Photo 343

Type of Sprinkler System in Building

Unknown

Type of Sprinkler System Shown On Block Plan Image(s)



Photo 344



Photo 345



Photo 346

Evacuation Plan

An Evacuation Plan Has Been Prepared for the Building?

Yes

The Evacuation Plan is Displayed

At Each Level
in the Lobby

Evacuation Plan Other Information

Evacuation Plan Image(s)



Photo 347



Photo 348



Photo 349



Photo 350

Fire Equipment Signage

Appropriate Signage Provided to Fire Equipment?

Yes

Fire Equipment Signage Other Information

Fire Equipment Signage Image(s)



Photo 351



Photo 352



Photo 353



Photo 354



Photo 355



Photo 356



Photo 357



Photo 358



Photo 359



Photo 360



Photo 361



Photo 362

Essential Safety Measure (ESM)

Essential Safety Measure (ESM)

Are There ESM Books On Site?

Yes

ESM Log Books

Fire Detection and Alarm Systems
Sprinklers
Pumpset (Diesel)

Are the ESM Books Up-To-Date?

Partly

ESM Books Information

Missing logbooks

ESM Log Books



Photo 363



Photo 364



Photo 365



Photo 366



Photo 367



Photo 368

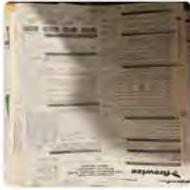


Photo 369



Photo 370



Photo 371

Are ESM Maintenance Records Stored Electronically?

Yes

ESM's Are Well Maintained and Functioning?

No

ESM Other Information

ESM's are Tagged?

Yes

EMS Tags Are Up To Date?

Yes

ESM Image(s)



Photo 372



Photo 373



Photo 374



Photo 375



Photo 376



Photo 377



Photo 378



Photo 379



Photo 380



Photo 381



Photo 382



Photo 383



Photo 384

INFORMATION ONLY

General Comments

0%

General Comments

Existing damage to E.P.S

Additional Image(s)



Photo 385



Photo 386



Photo 387

Destructive Testing Carried Out?

No

Details

INFORMATION ONLY

Referrals

Referral

Referral 1

The Following Matter Requires Referral to Authorities

Exit light unmaintained

Authorities Referral Image(s)



Photo 388



Photo 389

Referral 2

The Following Matter Requires Referral to Authorities

Aesmr not displayed

Missing logbooks

Authorities Referral Image(s)

Referral 3

The Following Matter Requires Referral to Authorities

Multiple Fire doors missing smoke seals , may be a fire engineering solution to excuse this

Authorities Referral Image(s)



Photo 390



Photo 391



Photo 392



Photo 393



Photo 394



Photo 395

Referral 4

The Following Matter Requires Referral to Authorities

- No dates to pump batteries

- No dates to F.I.P. batteries

Authorities Referral Image(s)



Photo 396



Photo 397



Photo 398



Photo 399

Referral 5

The Following Matter Requires Referral to Authorities

- Carpark stair exit missing vehicle bollard

Authorities Referral Image(s)



Photo 400



Photo 401

Referral 6

The Following Matter Requires Referral to Authorities

Narrow fire stair from carpark

Authorities Referral Image(s)



Photo 402



Photo 403



Photo 404



Photo 405



Photo 406



Photo 407



Photo 408



Photo 409

Inspectors Work Completion

Inspection Sign Off

Should This Building Be Referred for Urgent QA?

No

Completed by Inspector and Ready for QA

Yes

INFORMATION ONLY

Final Approval

Report Authorised By

Name

[REDACTED]

Registration Number

[REDACTED]

Date Authorised

25 Nov 2021

INFORMATION ONLY



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6

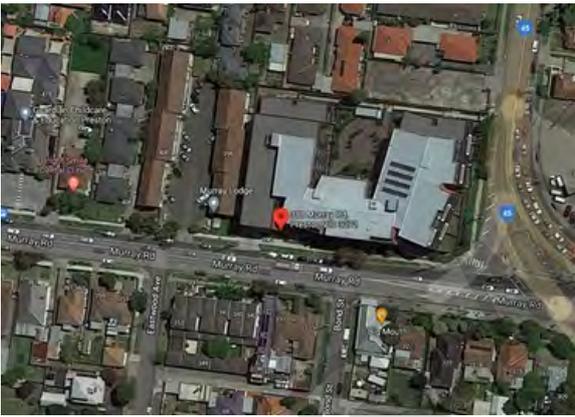


Photo 7



Photo 9



Photo 8



Photo 11



Photo 10



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16

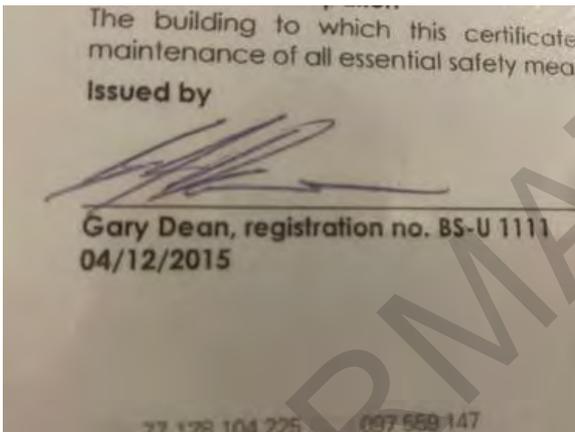


Photo 17



Photo 18



Photo 27

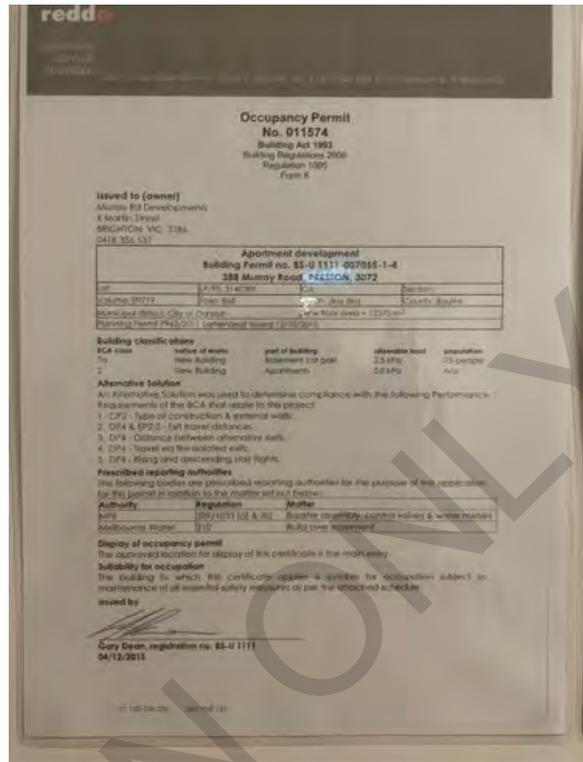


Photo 28



Photo 29



Photo 30



Photo 31



Photo 33



Photo 35



Photo 37



Photo 32



Photo 34



Photo 39



Photo 36



Photo 41



Photo 38



Photo 43



Photo 40



Photo 45



Photo 42



Photo 47



Photo 44



Photo 49



Photo 46



Photo 51



Photo 48



Photo 50



Photo 53



Photo 52



Photo 55



Photo 54



Photo 57



Photo 56



Photo 59

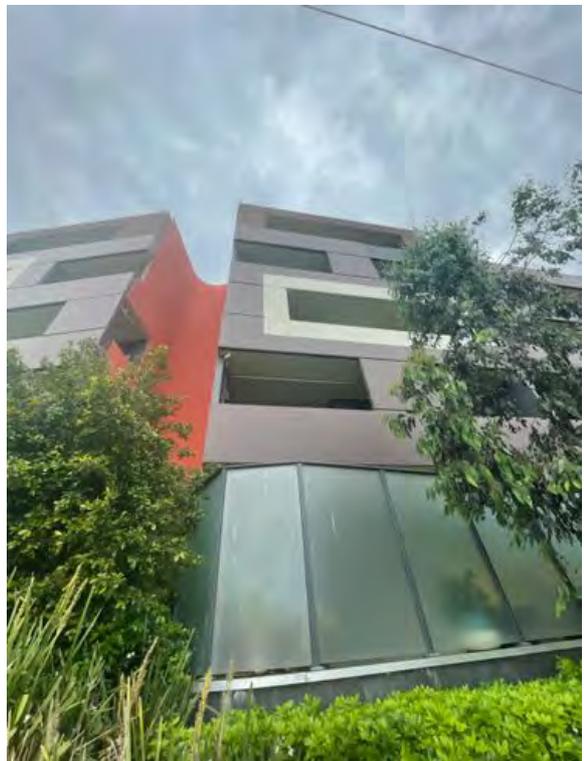


Photo 58



Photo 61

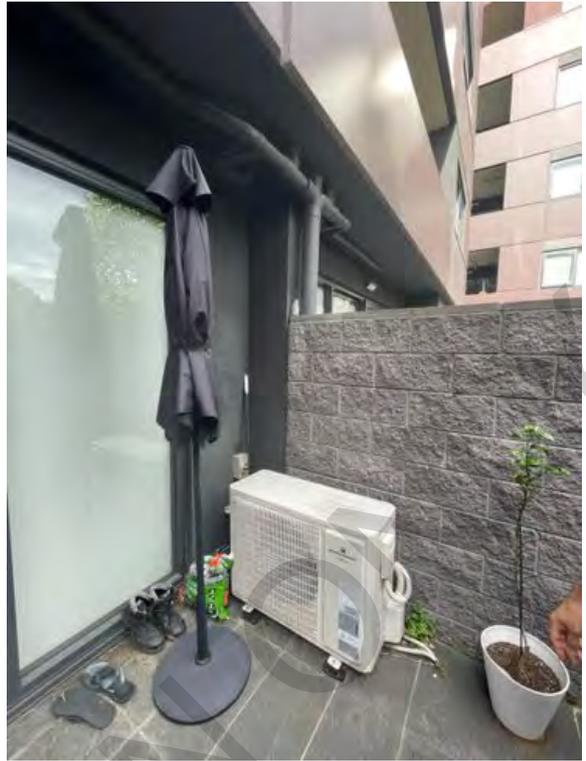


Photo 60



Photo 63



Photo 62



Photo 65



Photo 67

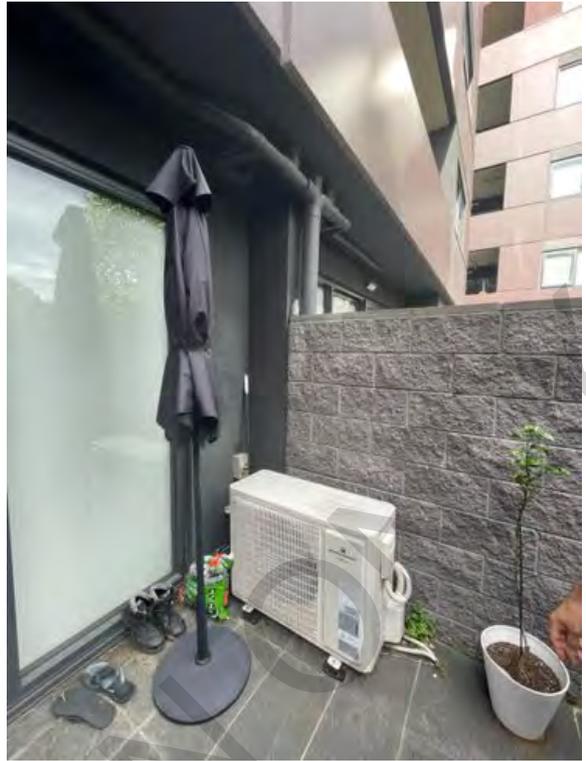


Photo 64



Photo 69

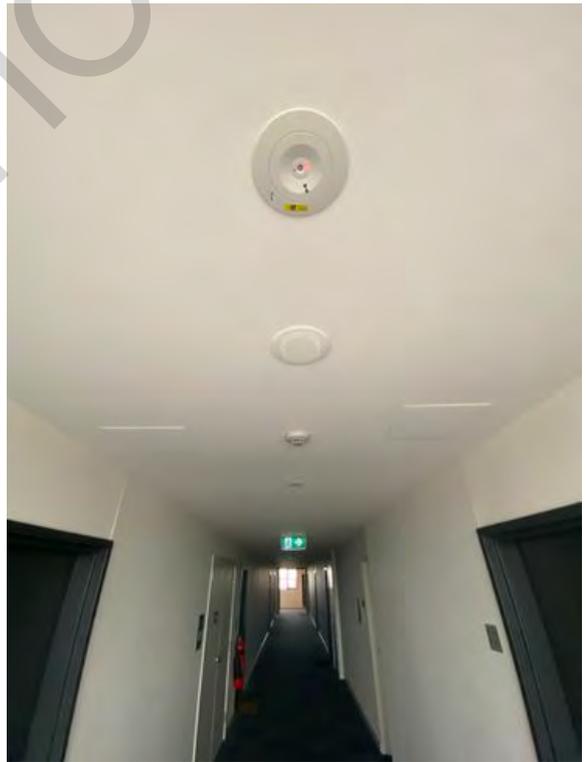


Photo 66



Photo 71



Photo 68



Photo 73

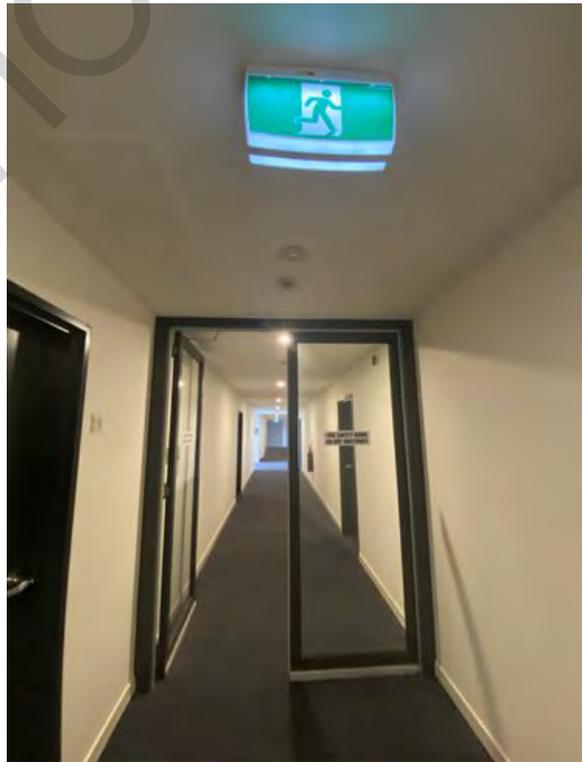


Photo 70



Photo 75



Photo 72

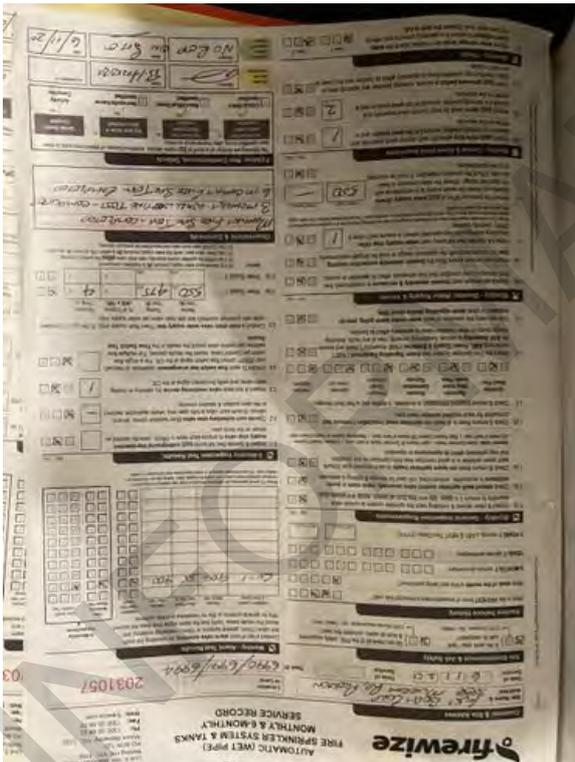


Photo 77



Photo 74



Photo 79



Photo 76

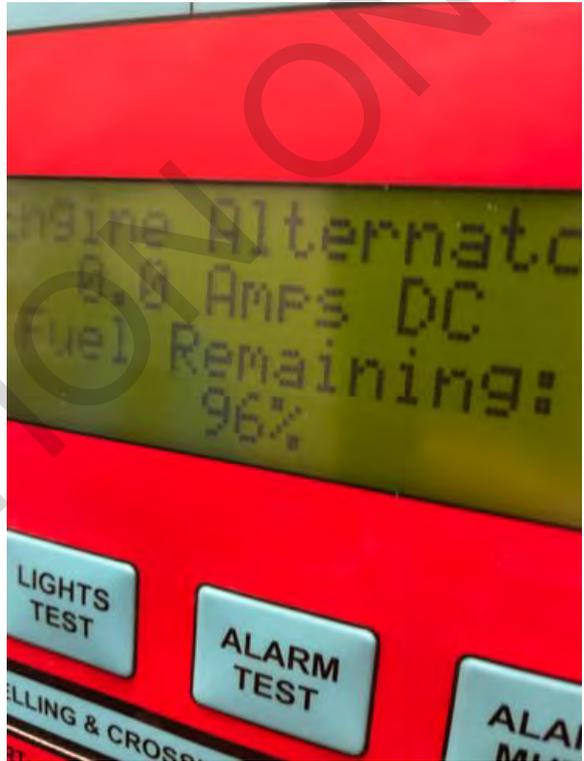


Photo 78



Photo 81

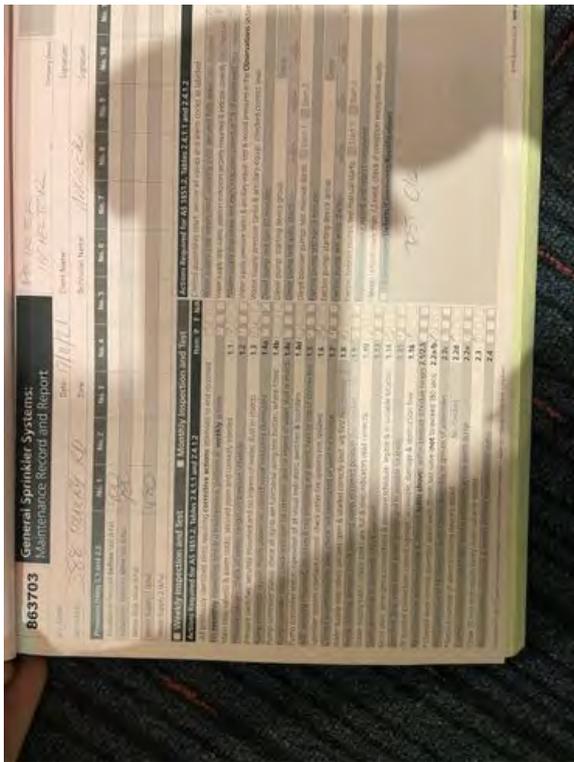


Photo 83



Photo 80



Photo 85



Photo 82

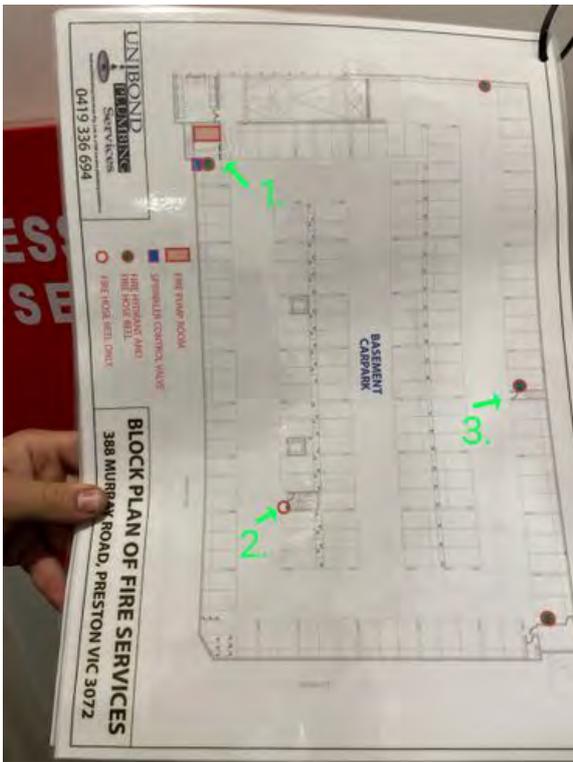


Photo 87



Photo 84



Photo 89



Photo 86



Photo 91



Photo 93

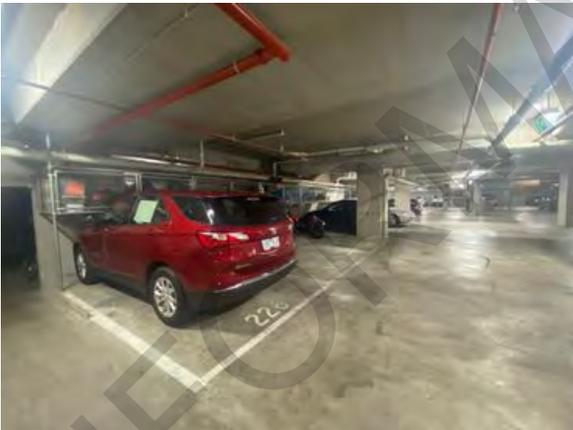


Photo 95

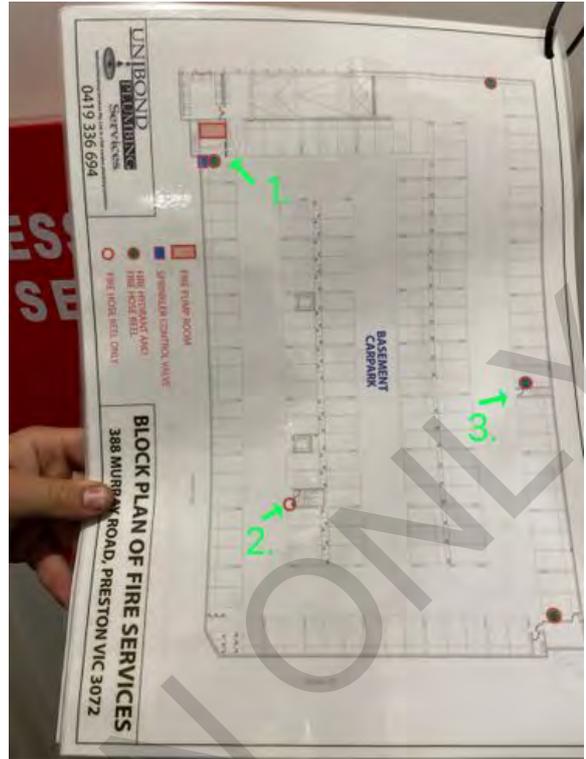


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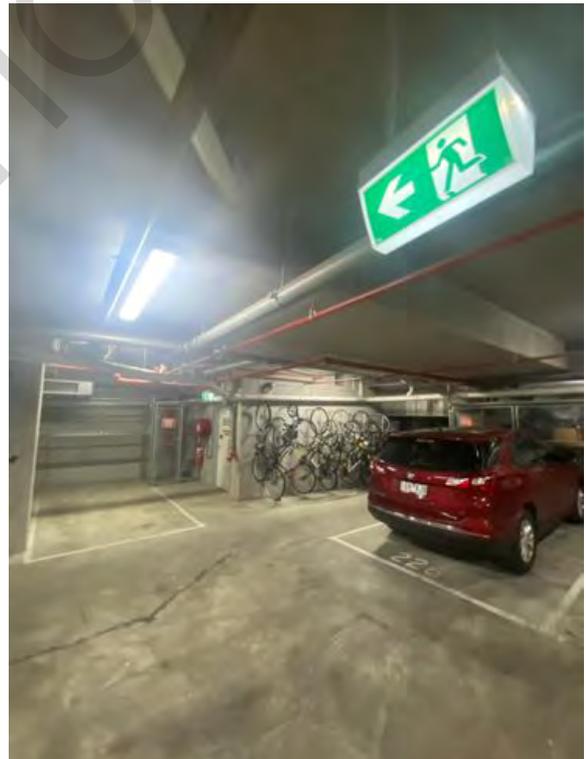


Photo 90



Photo 97



Photo 92



Photo 94



Photo 99



Photo 101

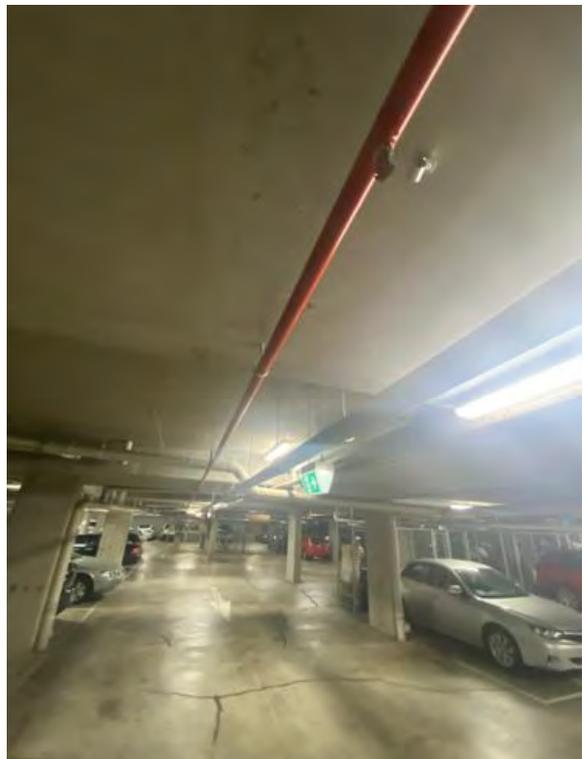


Photo 96



Photo 103



Photo 98



Photo 105

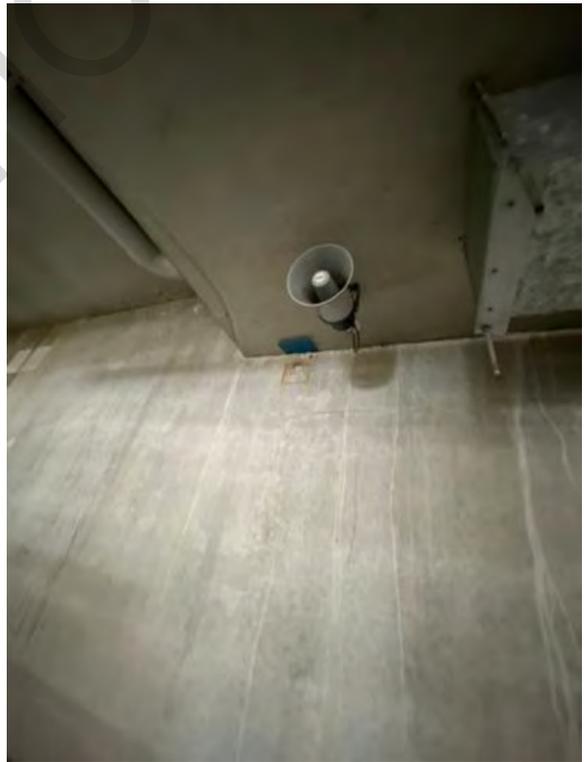


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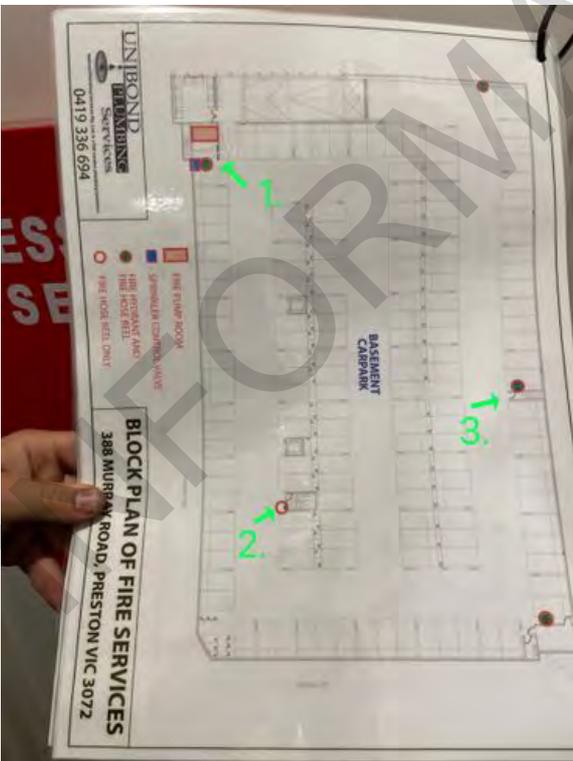


Photo 107



Photo 109

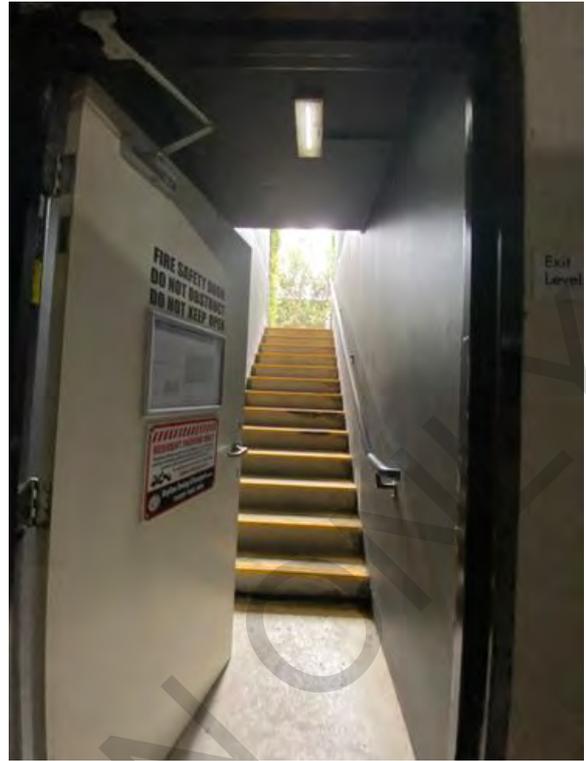


Photo 102



Photo 111

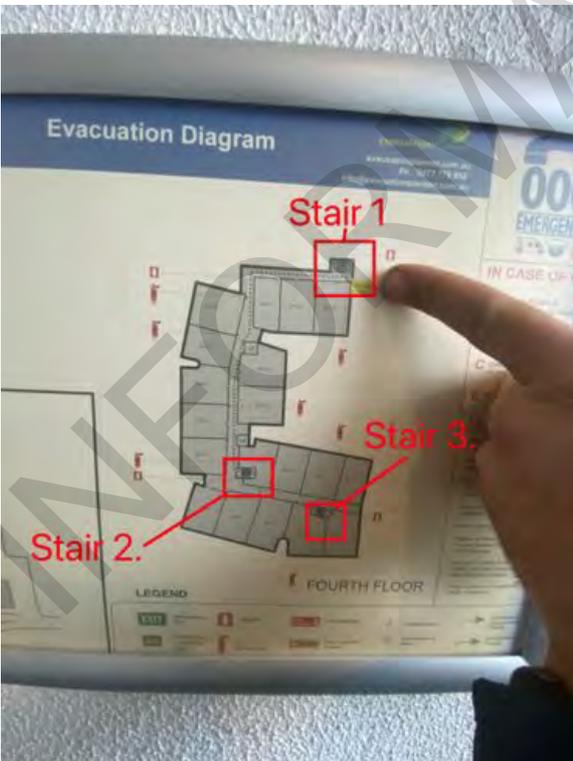


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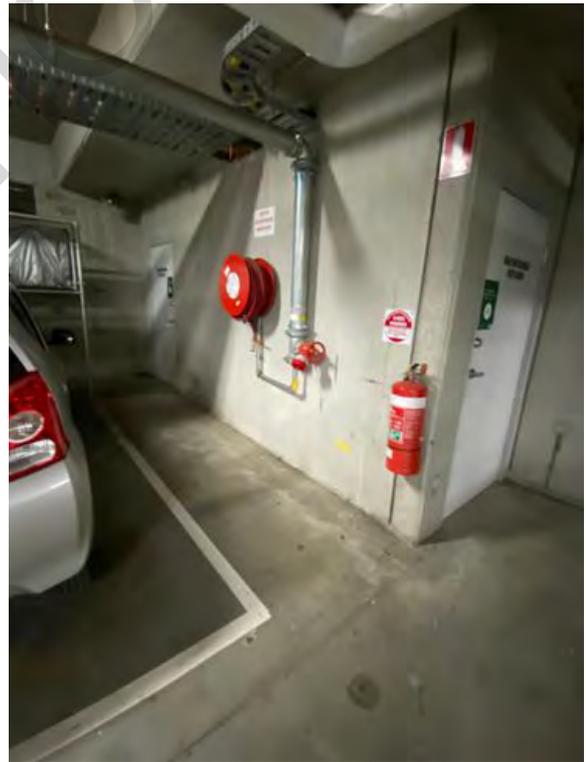


Photo 104



Photo 115

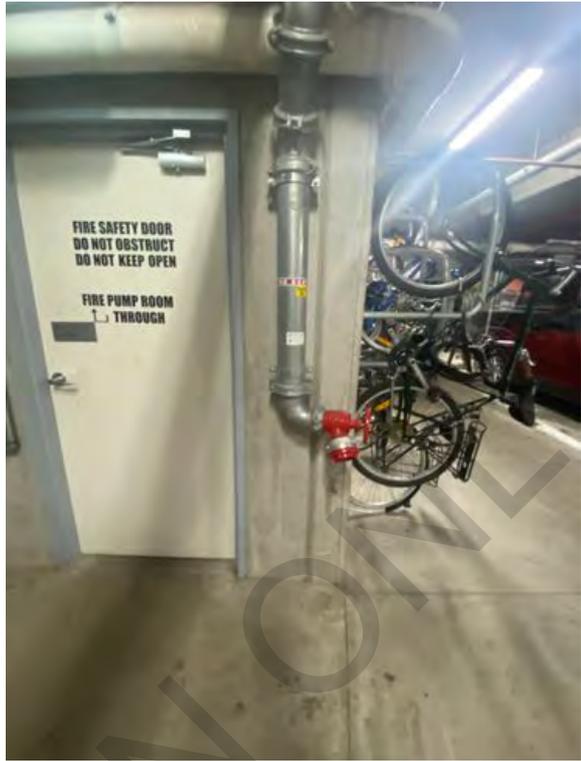


Photo 106



Photo 117



Photo 108



Photo 119



Photo 110



Photo 121



Photo 112



Photo 123



Photo 114



Photo 125

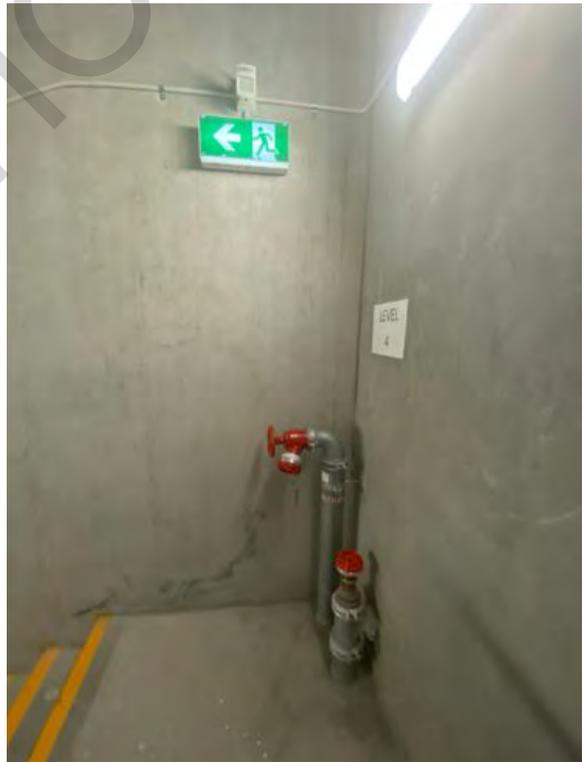


Photo 116



Photo 127



Photo 118



Photo 129



Photo 120



Photo 131



Photo 122

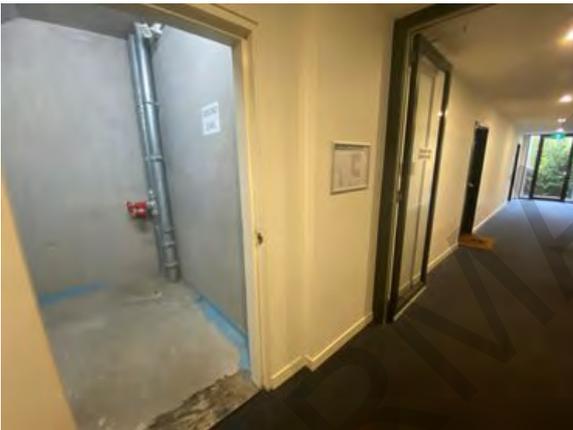


Photo 133



Photo 124

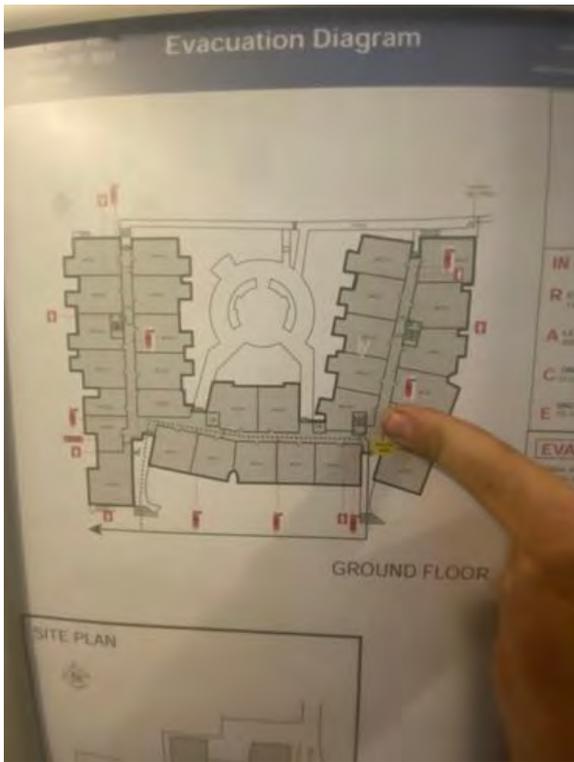


Photo 135



Photo 126



Photo 137

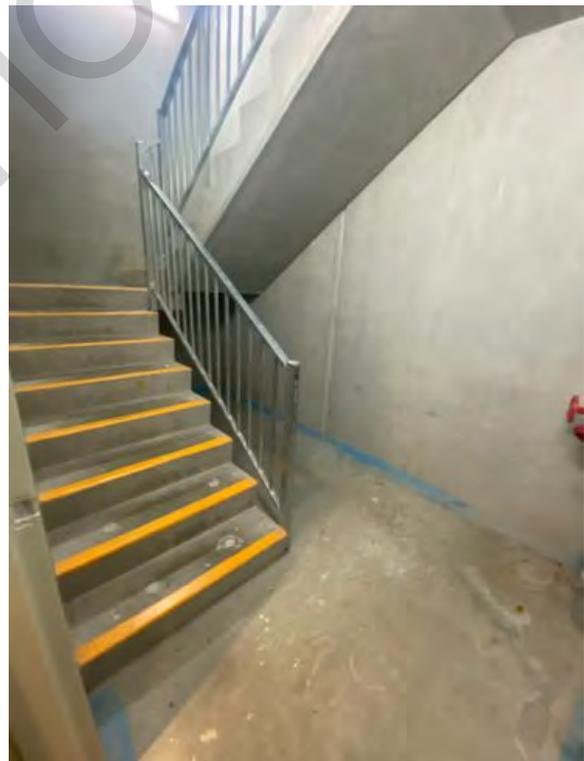


Photo 128



Photo 139



Photo 130



Photo 141



Photo 132



Photo 143



Photo 134



Photo 145



Photo 136

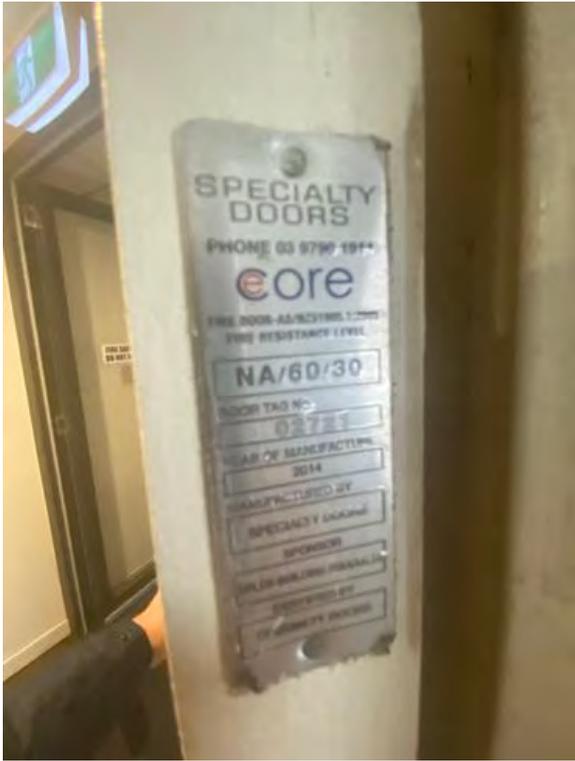


Photo 147



Photo 138

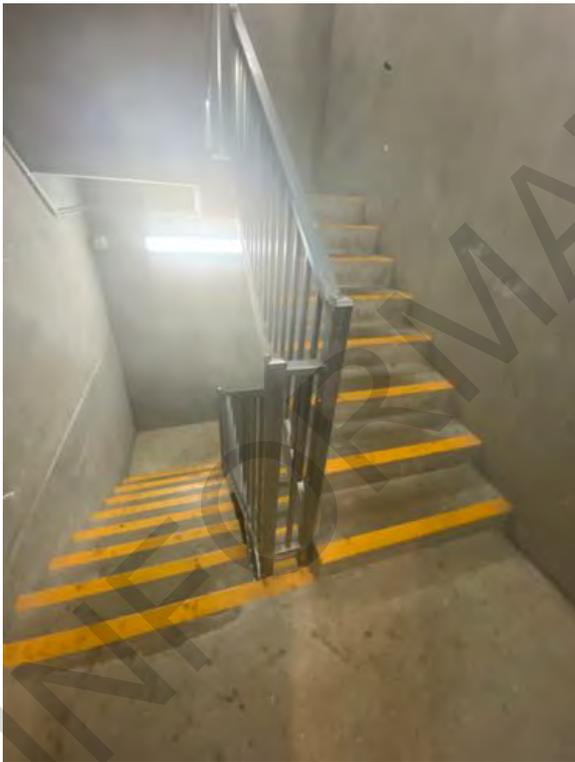


Photo 149



Photo 140



Photo 155



Photo 146

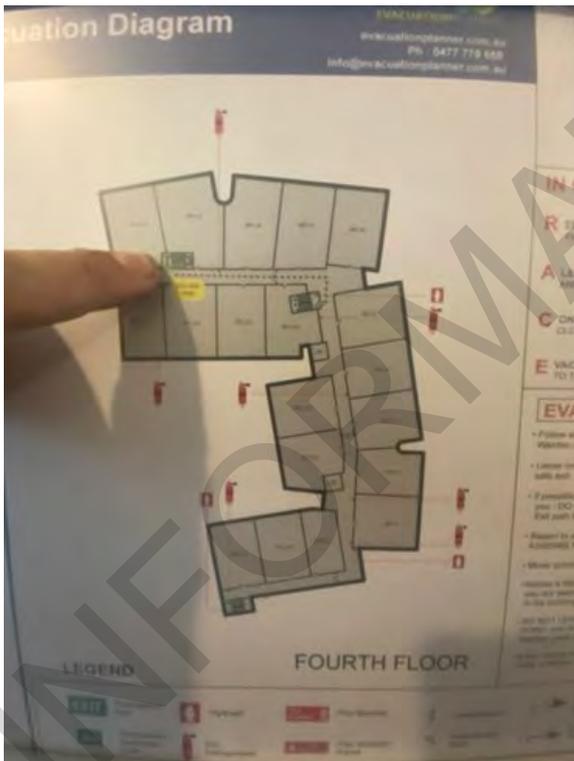


Photo 157



Photo 148



Photo 159



Photo 150



Photo 161



Photo 152



Photo 163



Photo 154

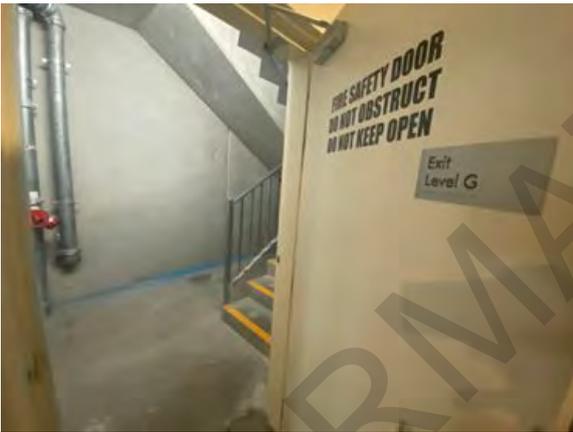


Photo 165



Photo 156



Photo 167

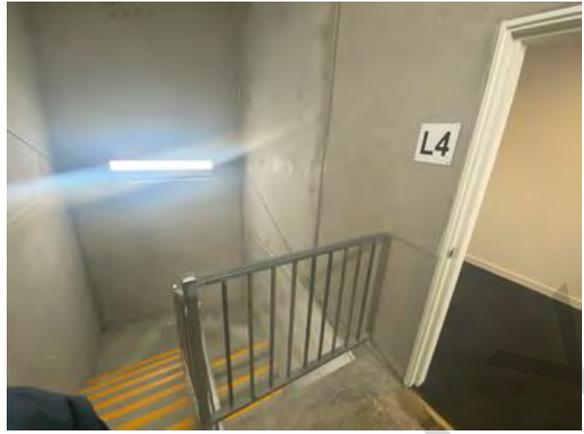


Photo 158



Photo 169



Photo 160



Photo 171



Photo 162

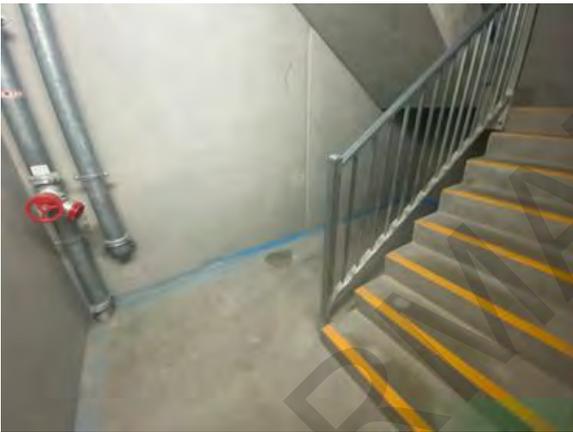


Photo 173



Photo 164

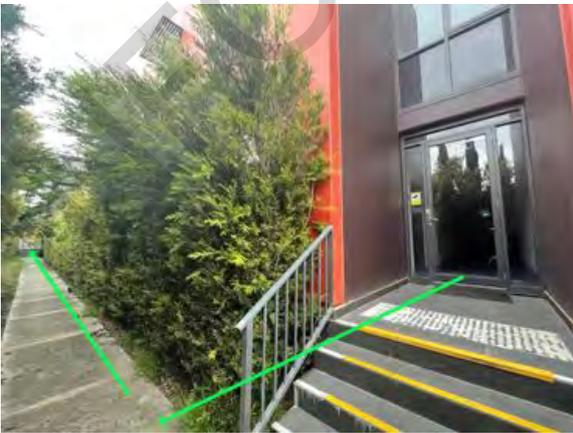


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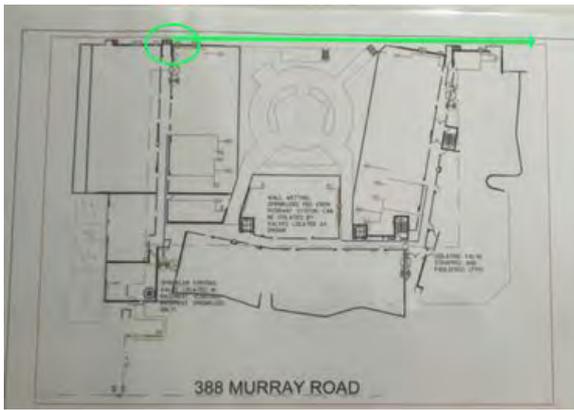


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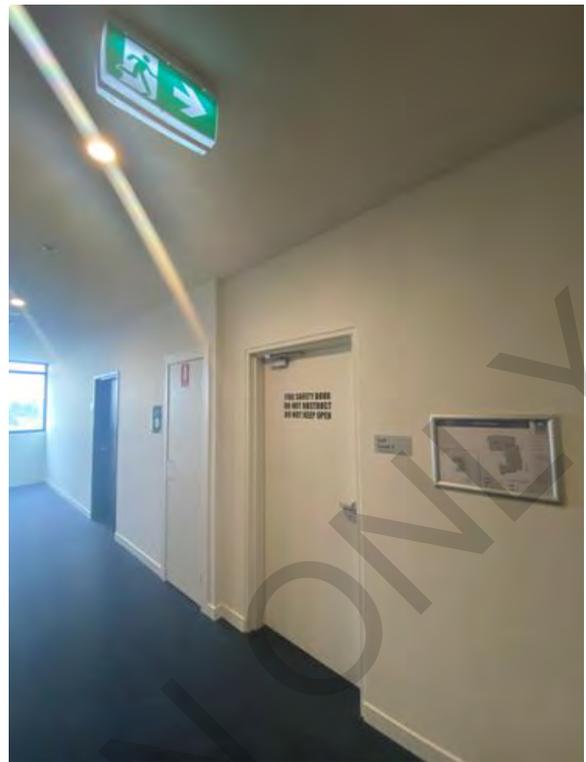


Photo 166

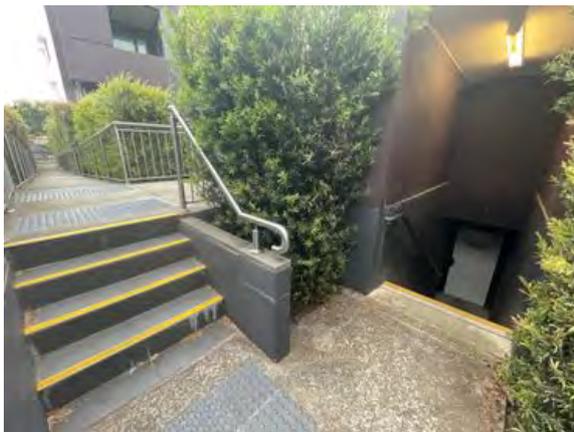


Photo 179

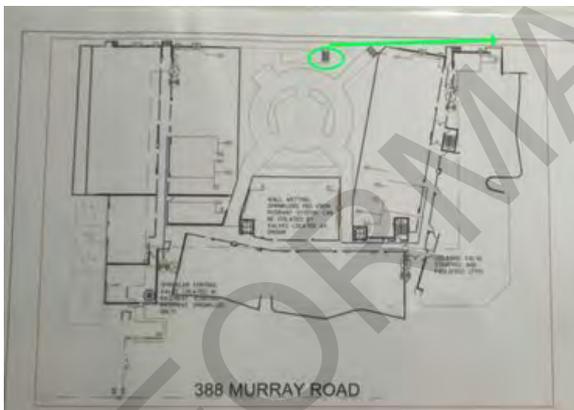


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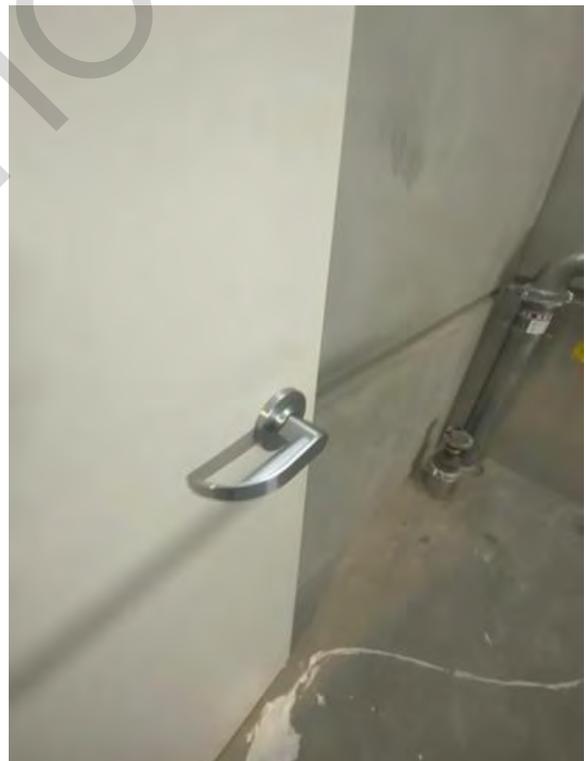


Photo 168



Photo 183



Photo 170



Photo 185



Photo 172



Photo 187



Photo 189

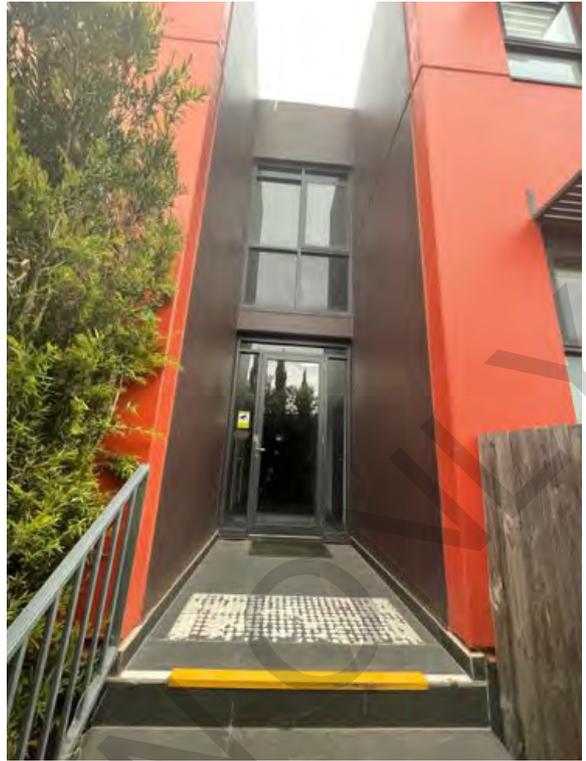


Photo 174



Photo 191



Photo 176



Photo 193

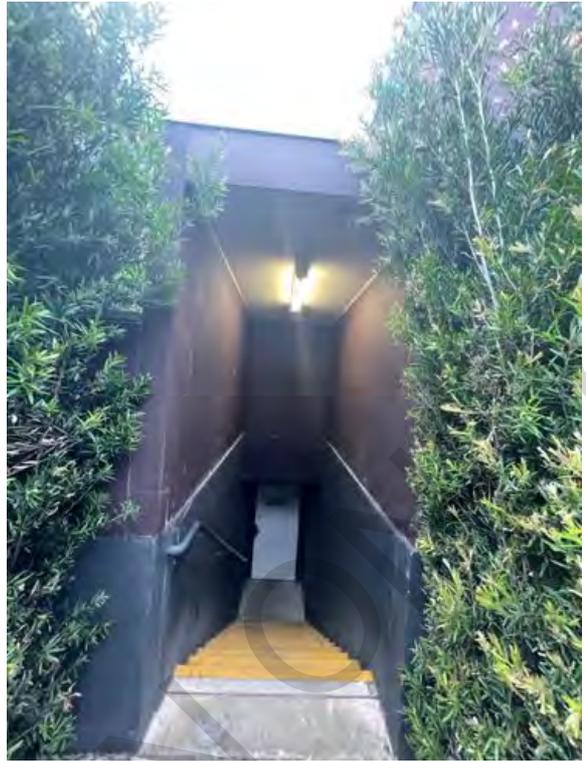


Photo 178



Photo 195



Photo 180

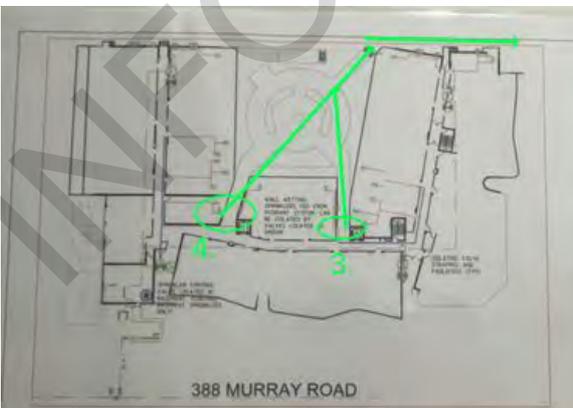


Photo 197



Photo 199

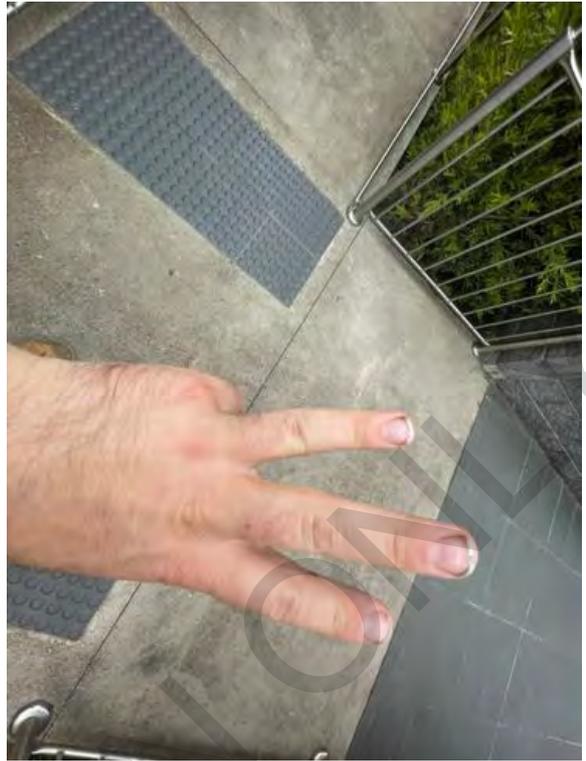


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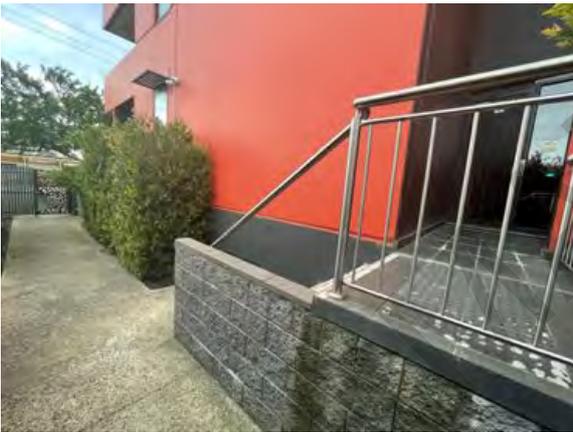


Photo 201



Photo 184



Photo 203

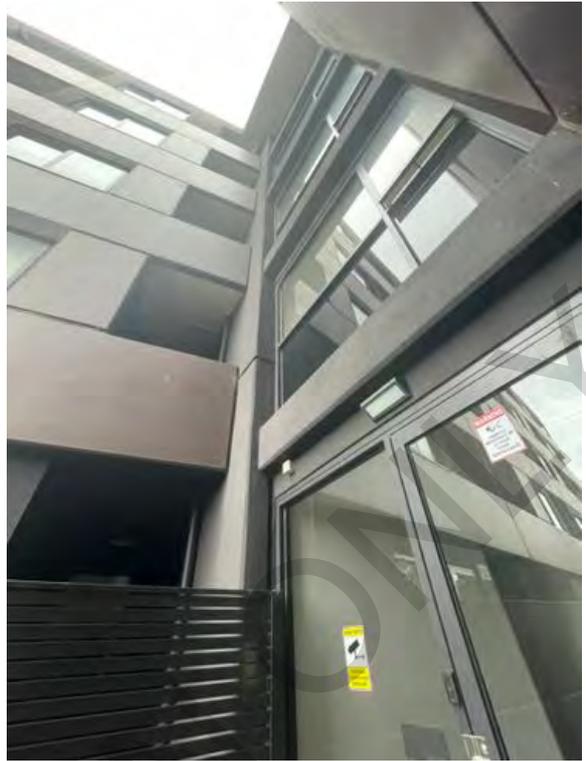


Photo 186



Photo 205



Photo 188

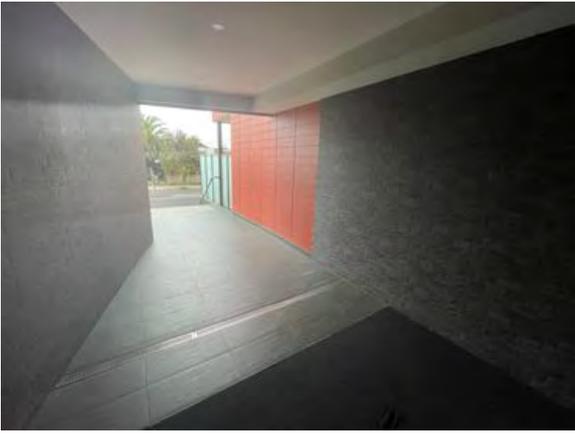


Photo 207



Photo 190



Photo 209



Photo 192



Photo 211



Photo 194



Photo 213



Photo 196



Photo 198



Photo 215



Photo 200



Photo 217

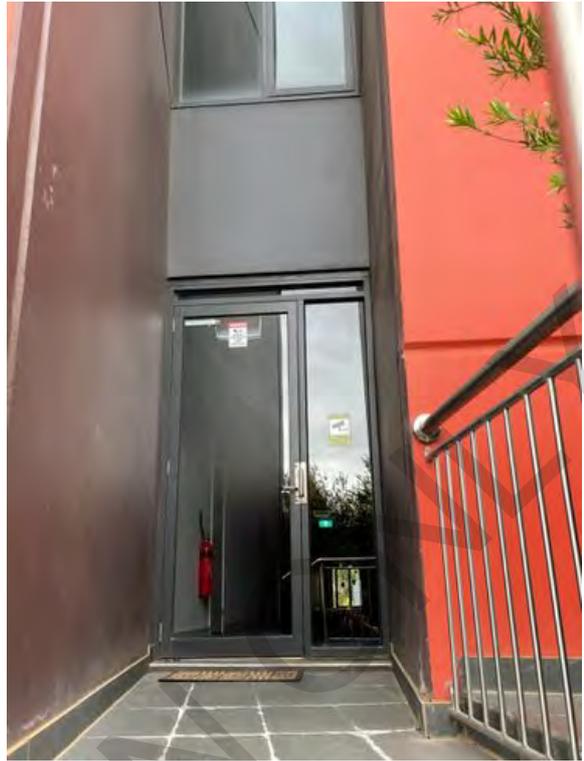


Photo 202



Photo 219

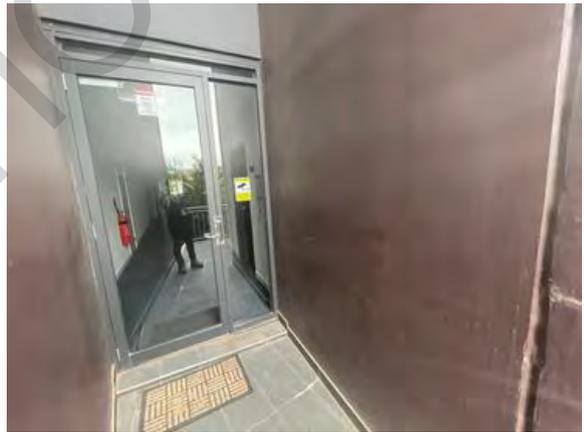


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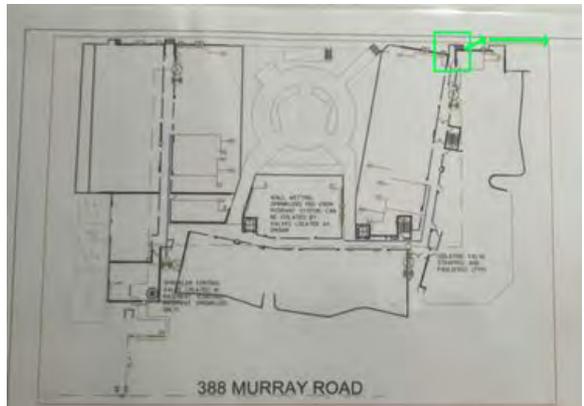


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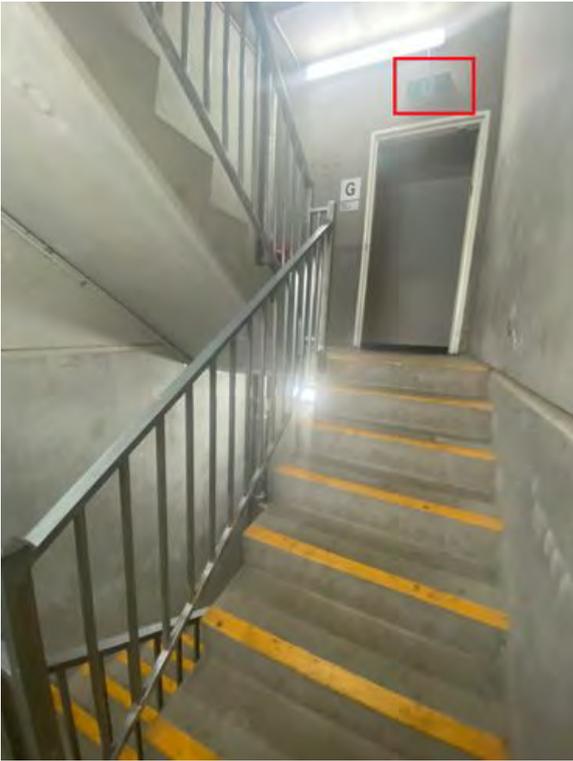


Photo 221



Photo 208



Photo 210



Photo 223



Photo 225

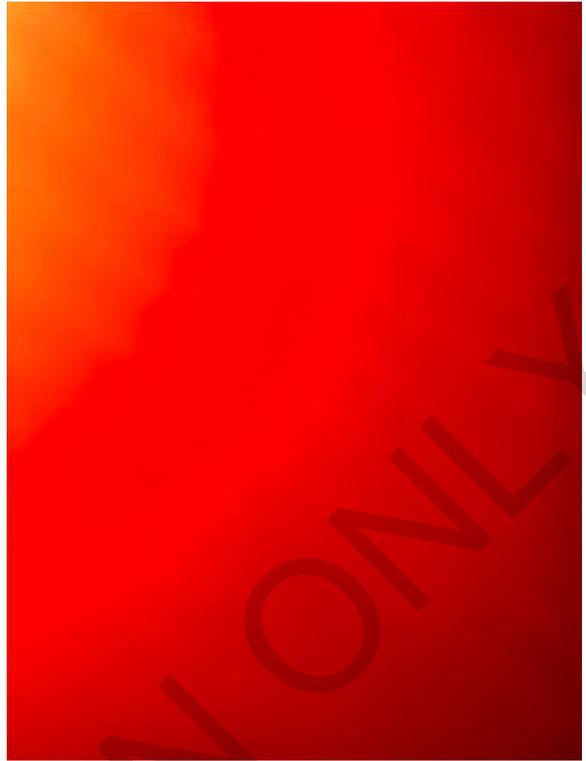


Photo 212



Photo 227

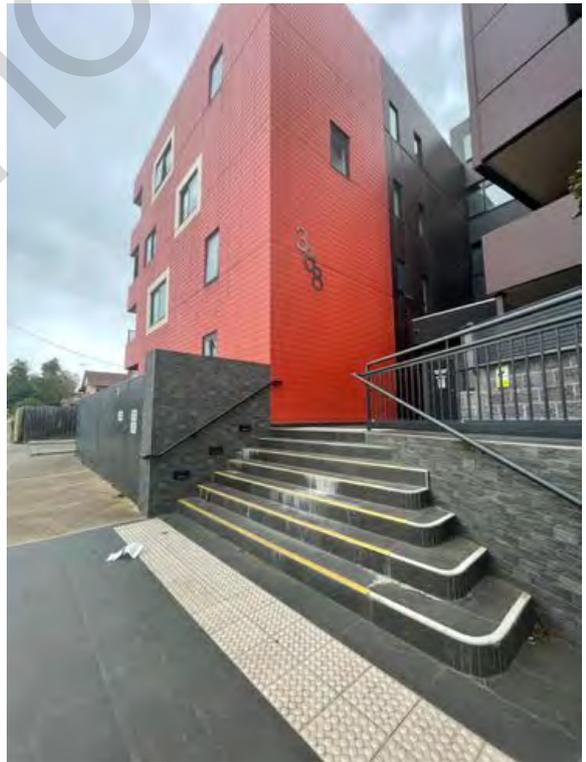


Photo 214



Photo 229



Photo 216



Photo 231



Photo 218



Photo 233

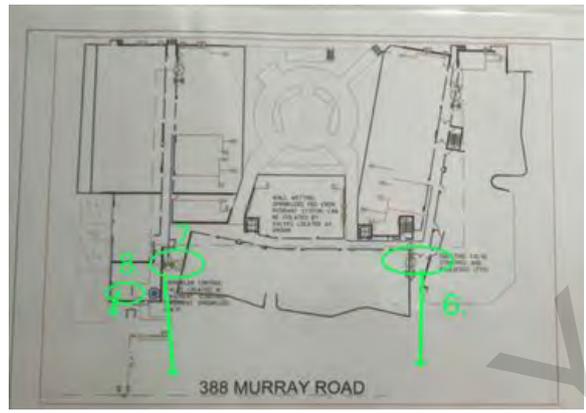


Photo 220



Photo 222



Photo 235



Photo 224



Photo 237



Photo 226

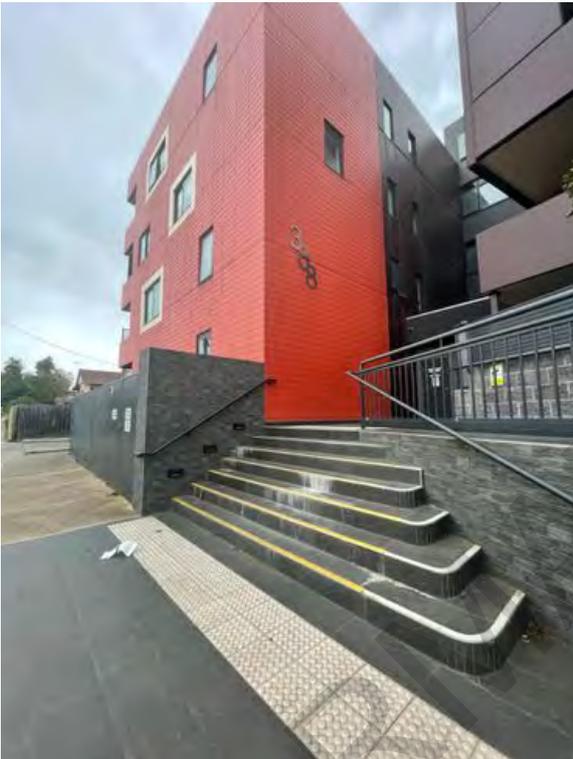


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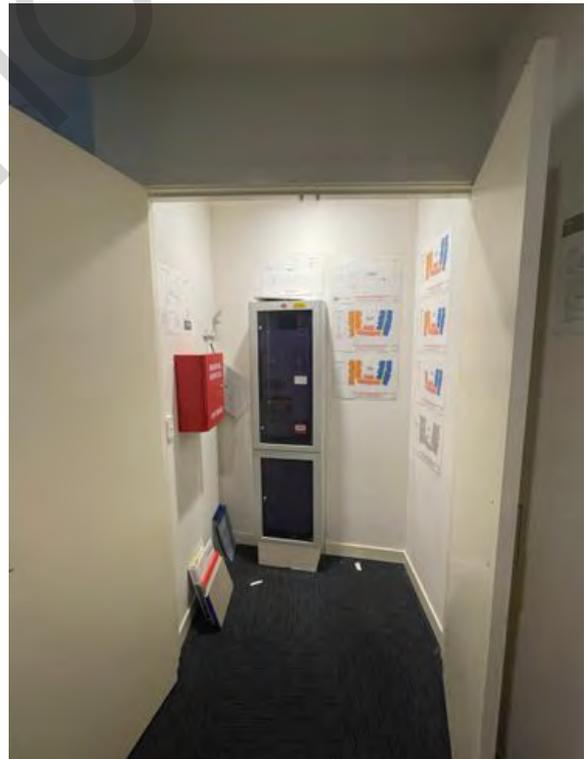


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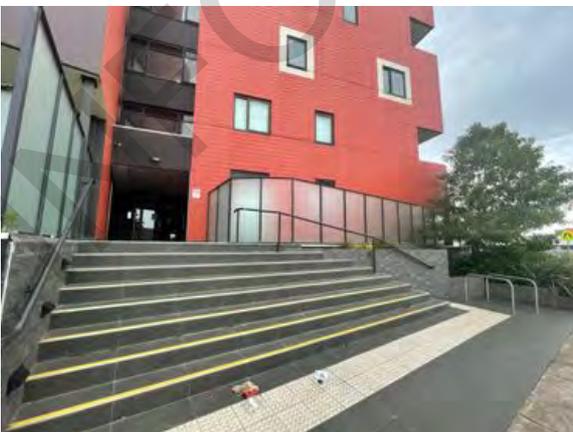


Photo 241



Photo 243



Photo 230

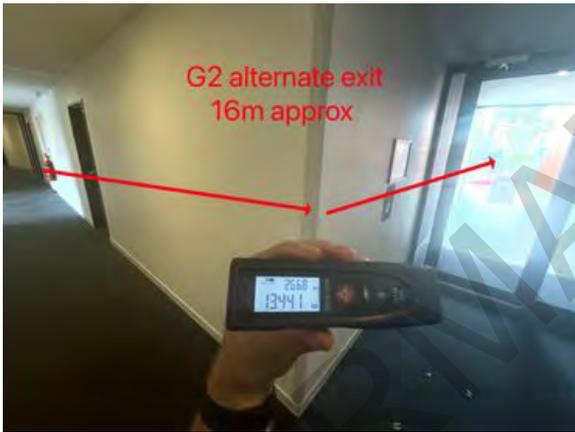


Photo 245



Photo 232



Photo 247



Photo 234



Photo 249



Photo 236



Photo 251



Photo 238



Photo 253



Photo 240



Photo 255



Photo 257



Photo 242



Photo 244



Photo 259



Photo 246



Photo 261



Photo 248

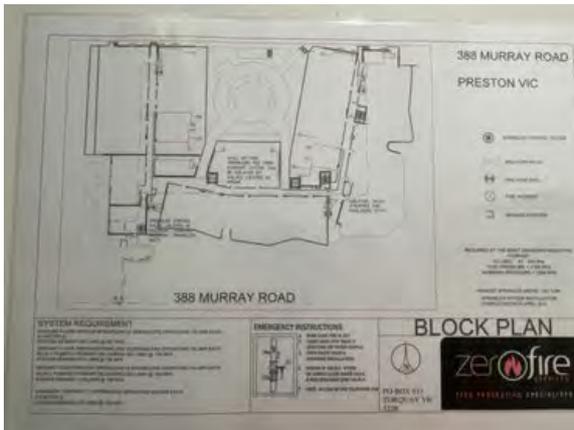


Photo 263

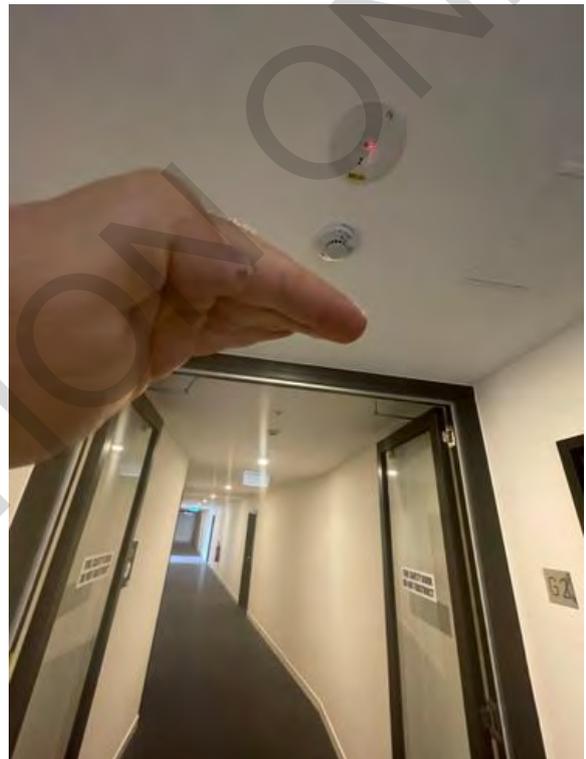


Photo 250



Photo 265



Photo 267



Photo 252



Photo 269



Photo 254



Photo 271



Photo 256



Photo 273



Photo 258

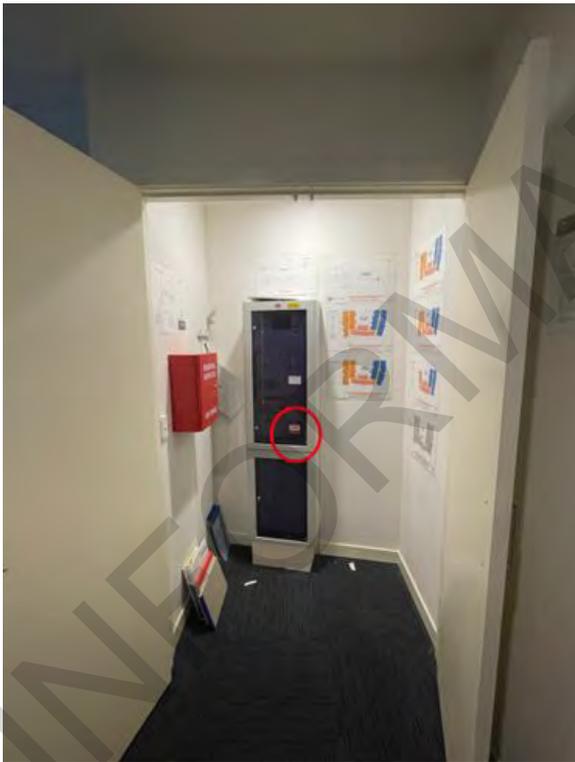


Photo 275



Photo 260



Photo 277



Photo 262



Photo 264



Photo 279



Photo 266



Photo 281



Photo 268

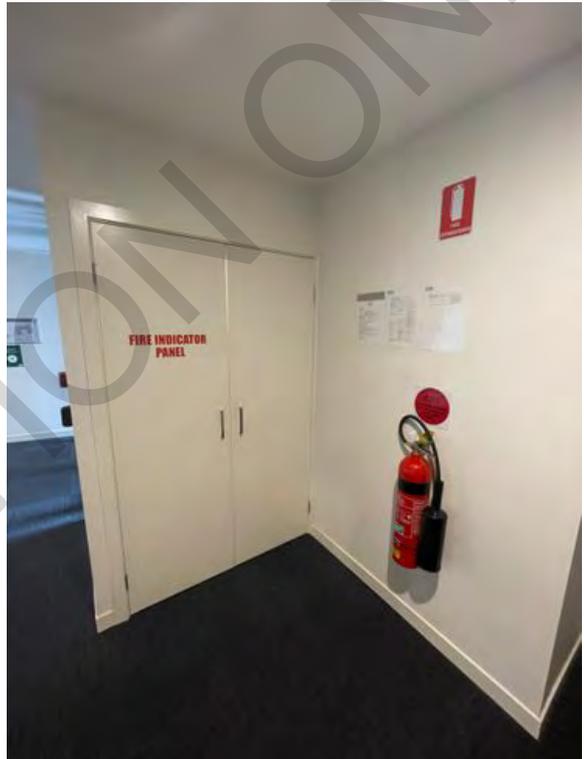


Photo 270



Photo 283



Photo 272



Photo 285

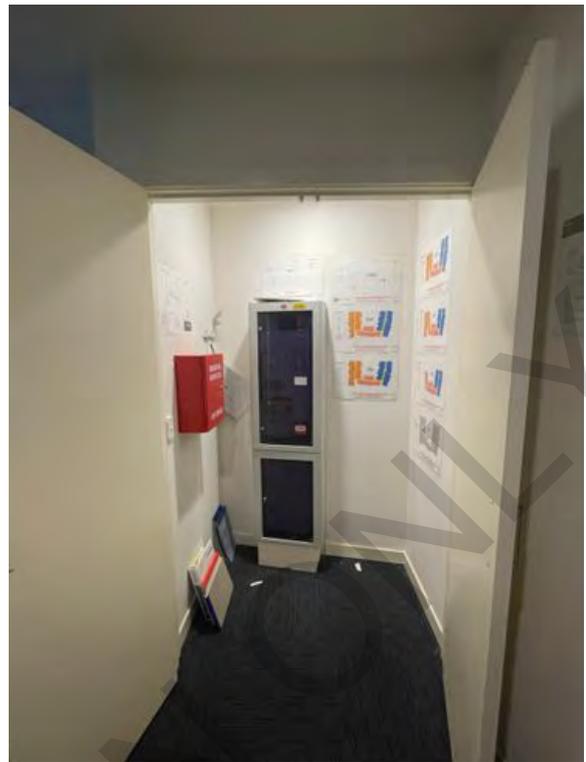


Photo 274



Photo 287

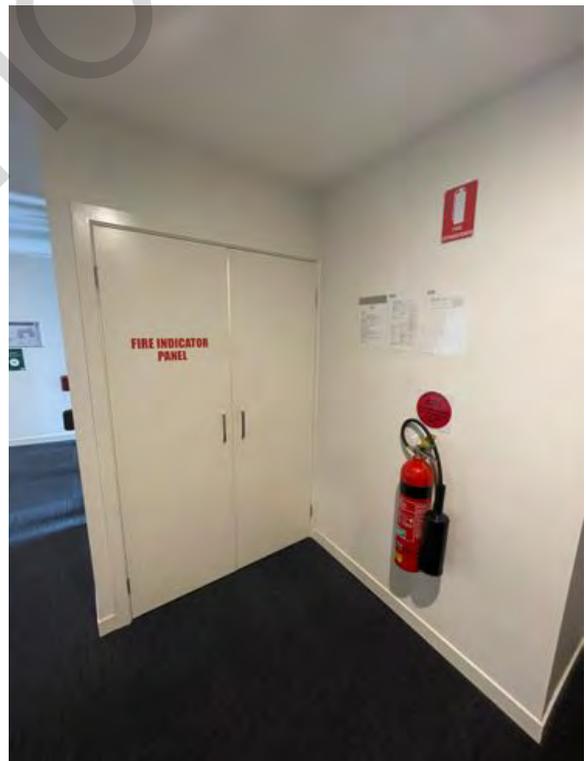


Photo 276



Photo 289



Photo 278



Photo 291

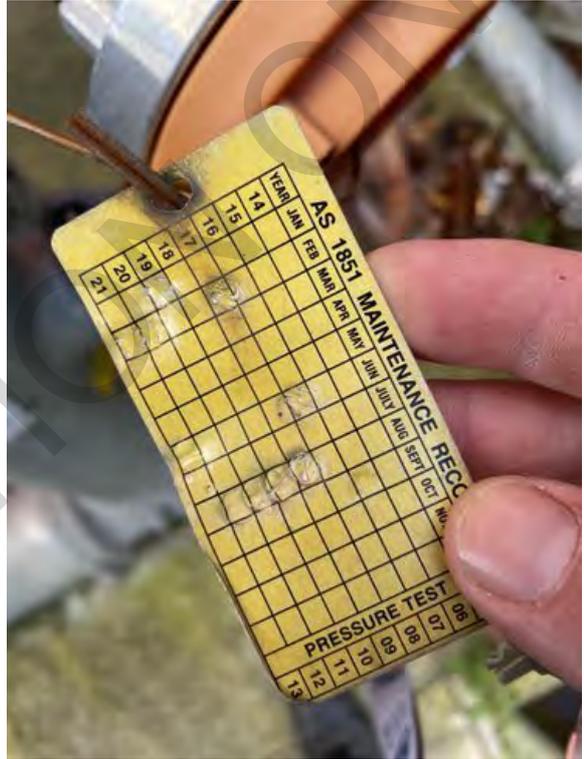


Photo 280



Photo 293

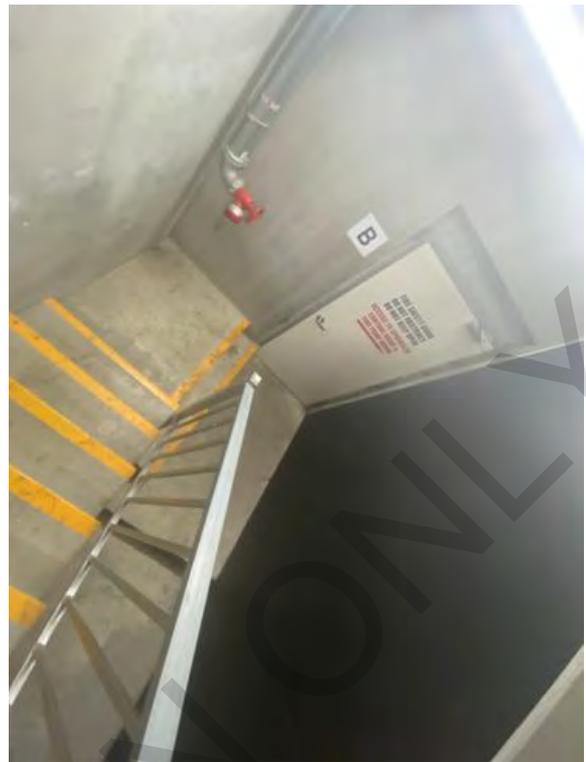


Photo 282



Photo 295



Photo 284



Photo 297



Photo 286



Photo 299

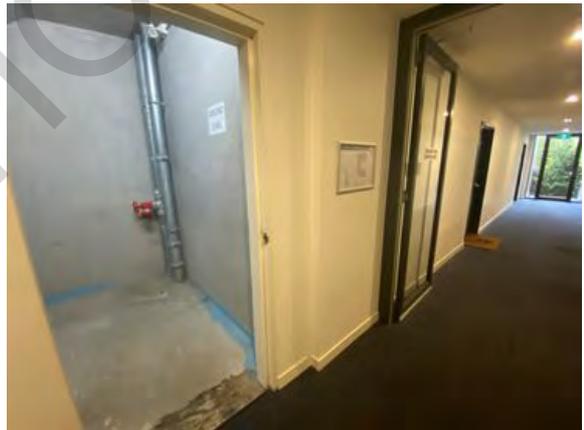


Photo 288



Photo 301

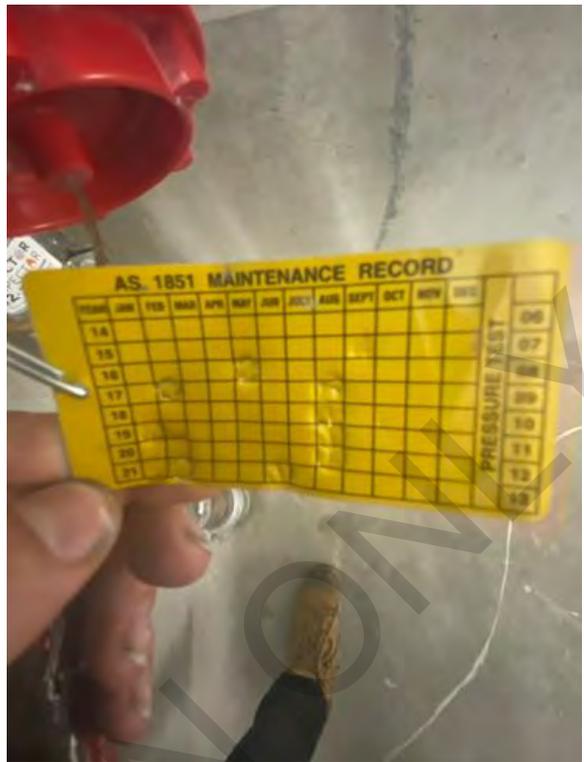


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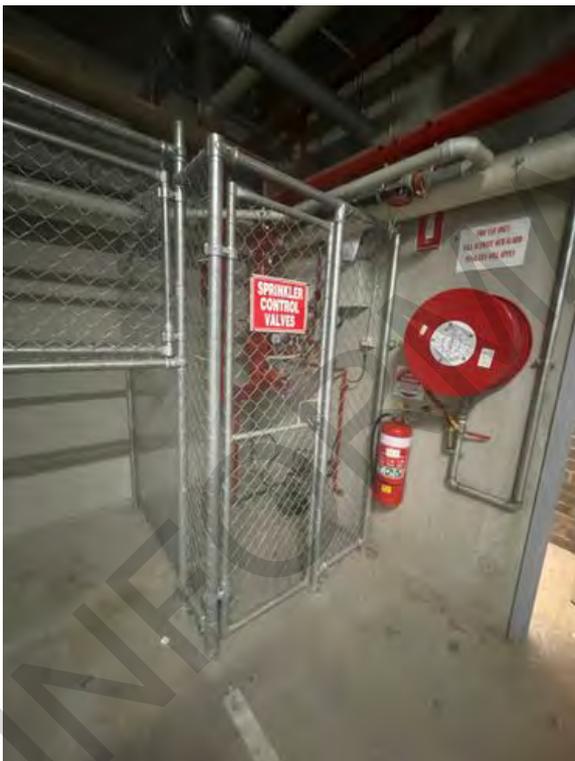


Photo 303



Photo 292



Photo 305



Photo 294



Photo 307

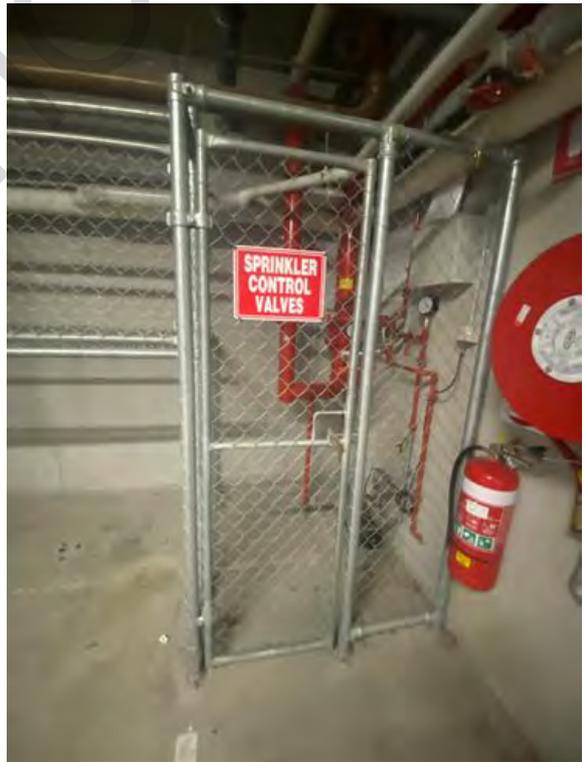


Photo 296



Photo 309

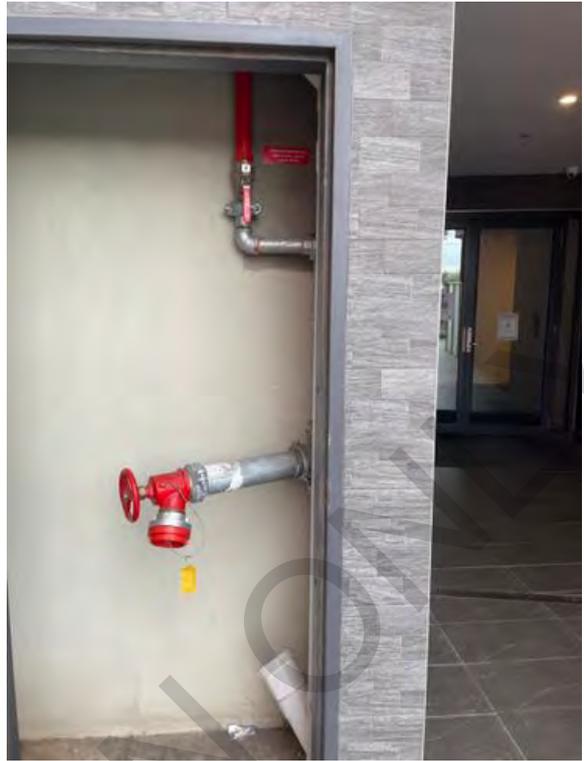


Photo 298



Photo 311



Photo 300



Photo 313



Photo 315



Photo 302



Photo 317



Photo 319



Photo 304



Photo 321



Photo 306



Photo 323



Photo 308



Photo 325



Photo 310



Photo 327



Photo 312

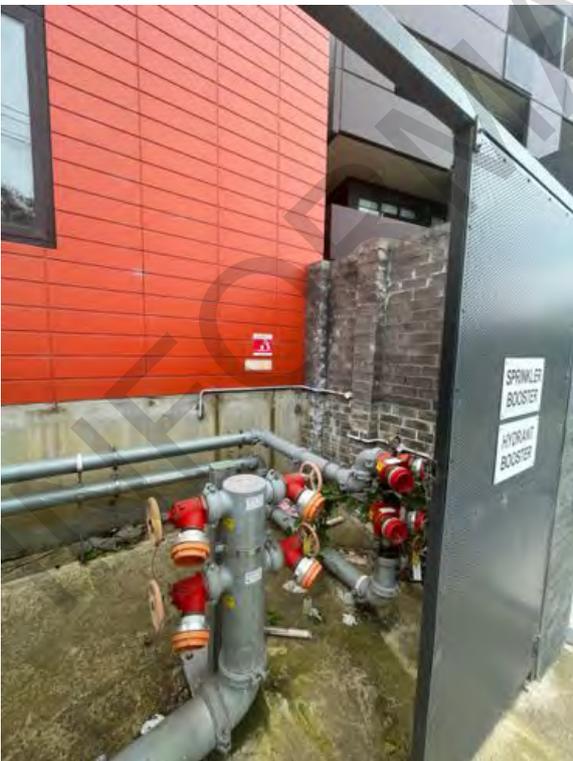


Photo 329



Photo 331

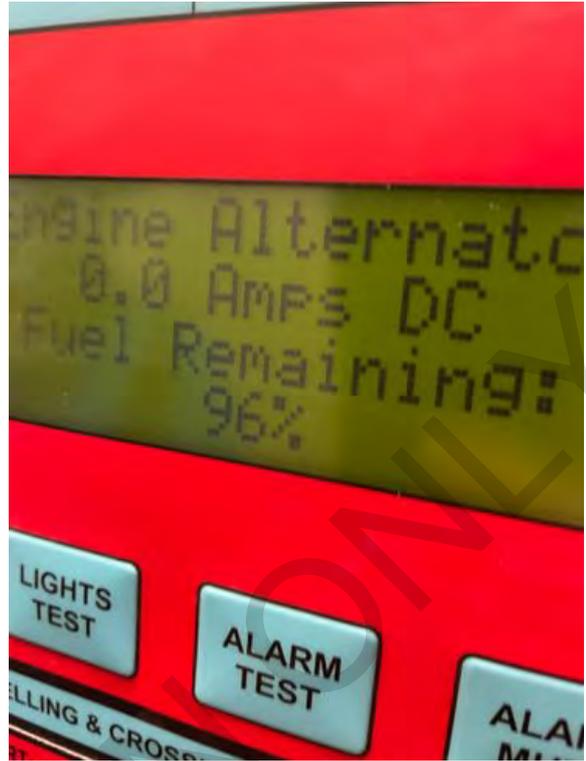


Photo 314



Photo 333



Photo 316



Photo 335



Photo 318



Photo 337



Photo 320

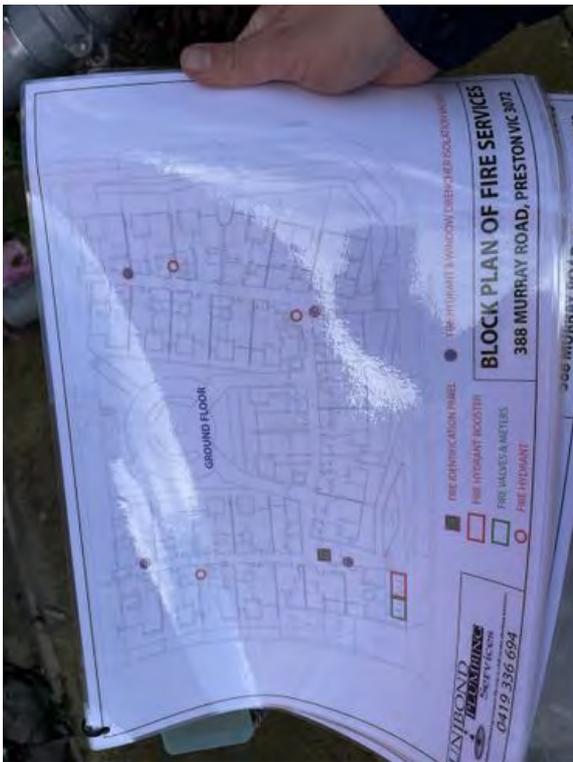


Photo 339



Photo 322

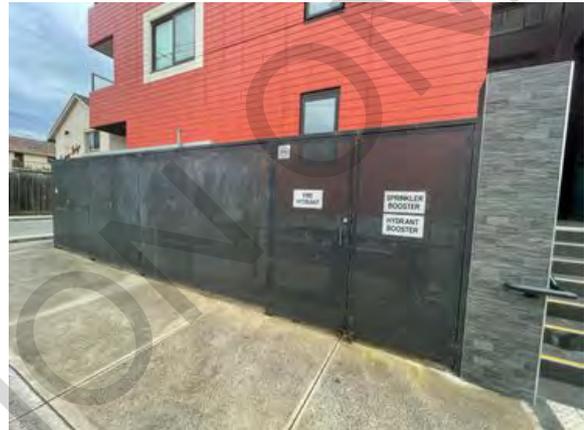


Photo 324



Photo 341



Photo 326



Photo 343



Photo 345



Photo 328

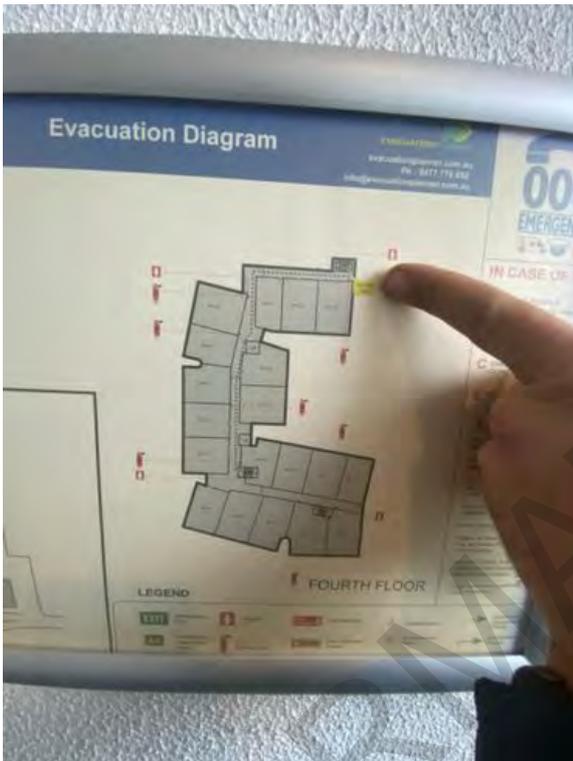


Photo 347



Photo 330

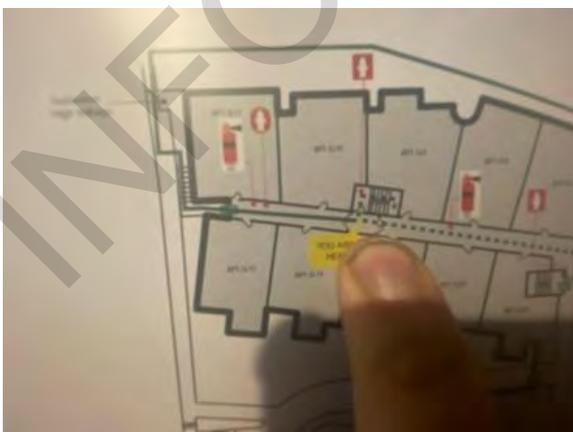


Photo 349



Photo 351



Photo 332

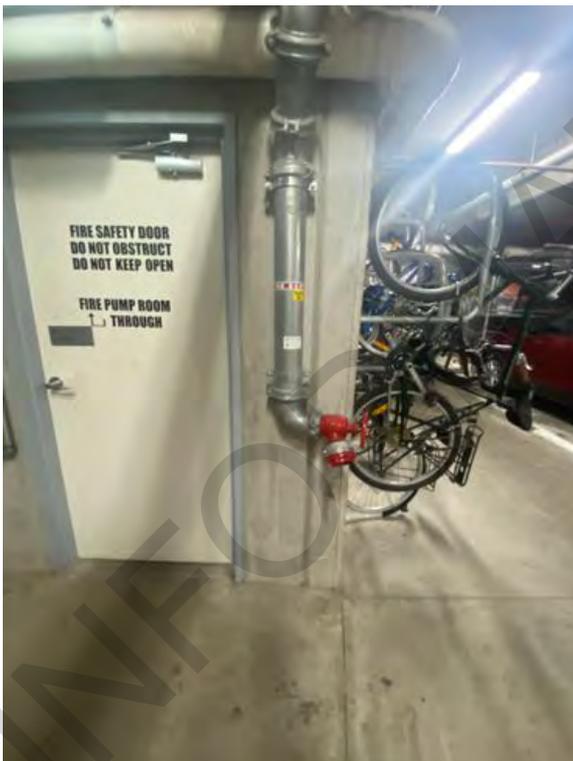


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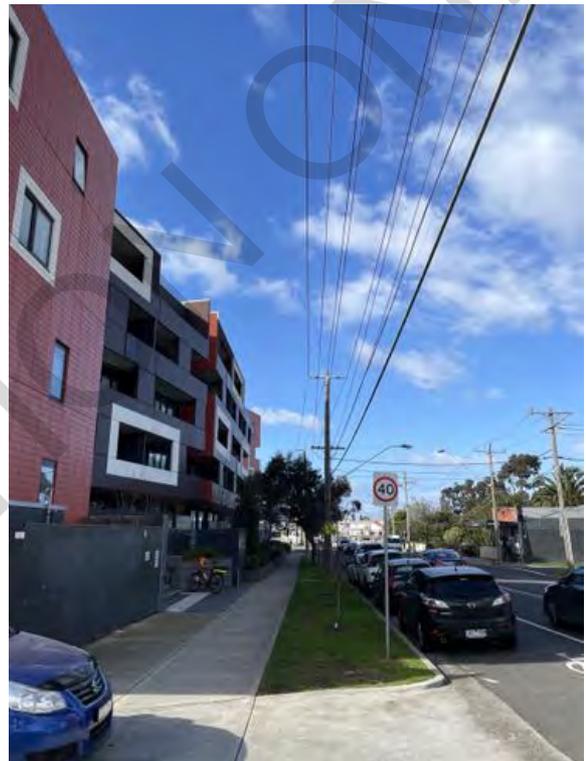


Photo 334



Photo 355



Photo 336



Photo 357



Photo 338



Photo 359



Photo 340



Photo 361



Photo 342

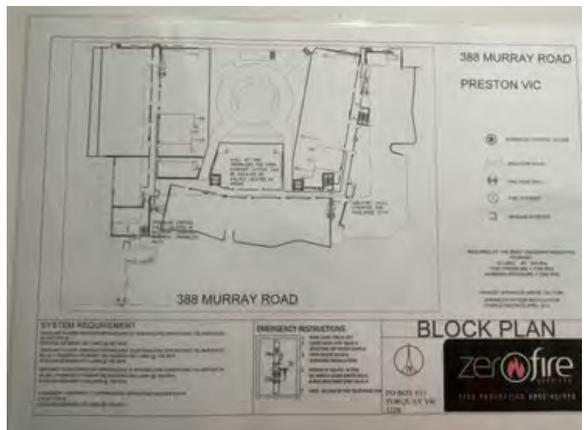


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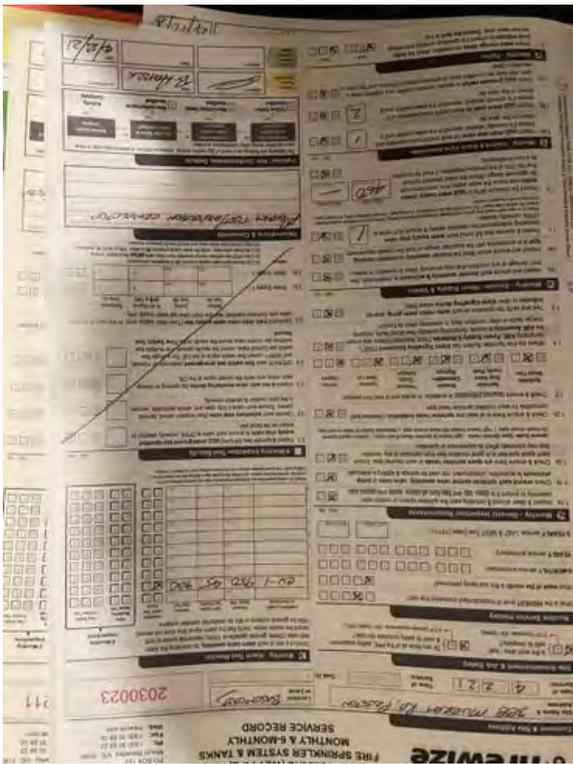


Photo 363

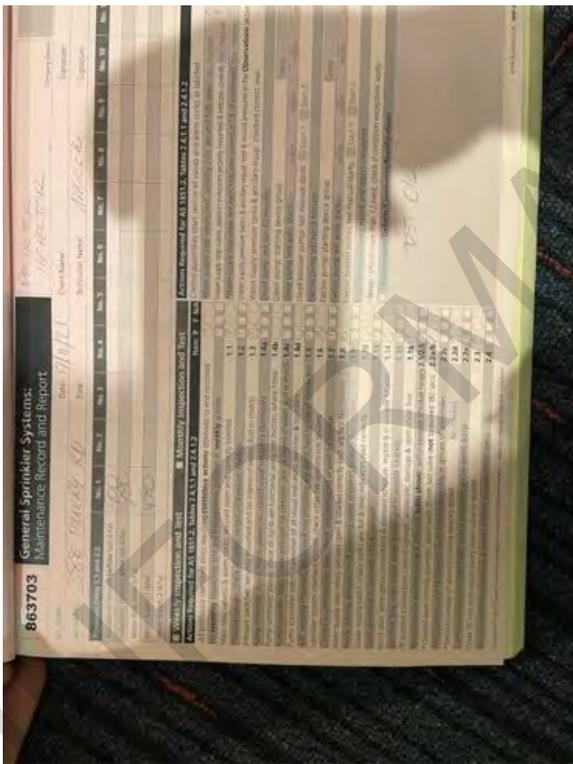


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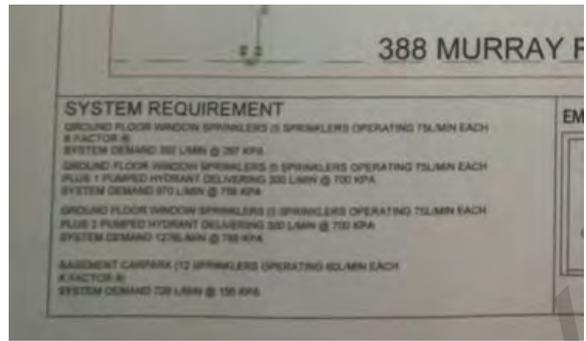


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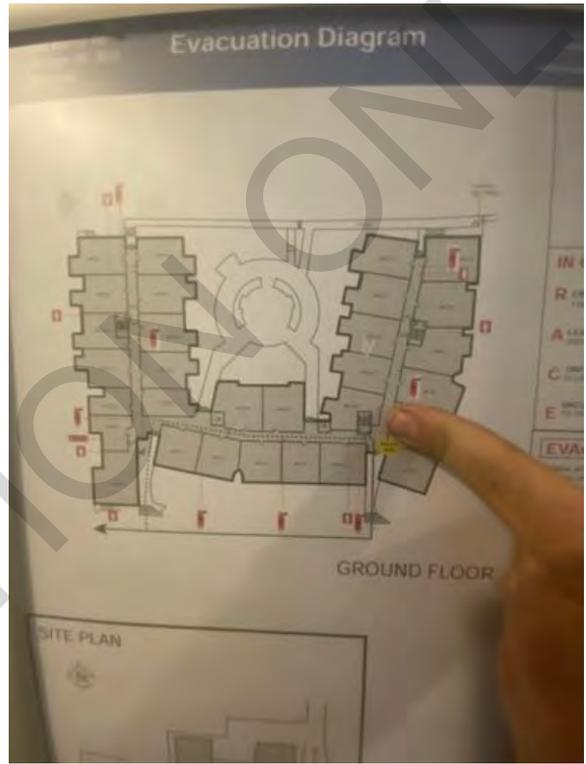


Photo 348



Photo 350

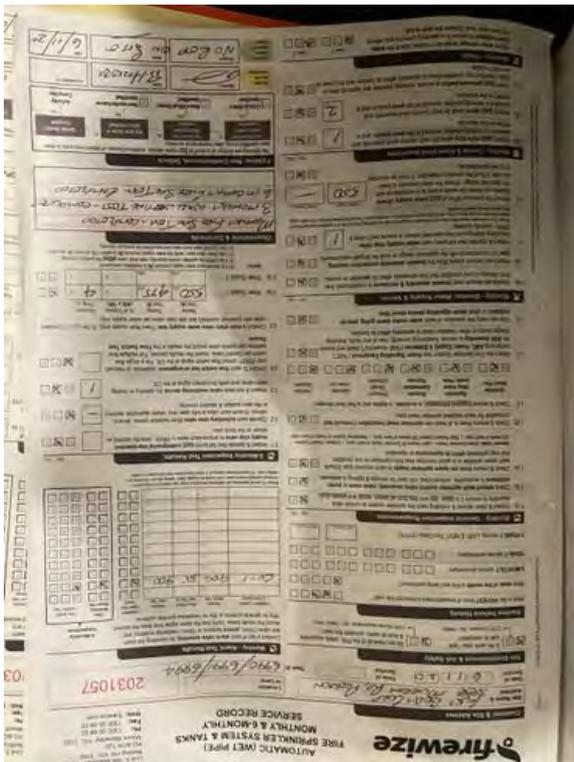


Photo 367



Photo 352



Photo 354



Photo 369



Photo 356

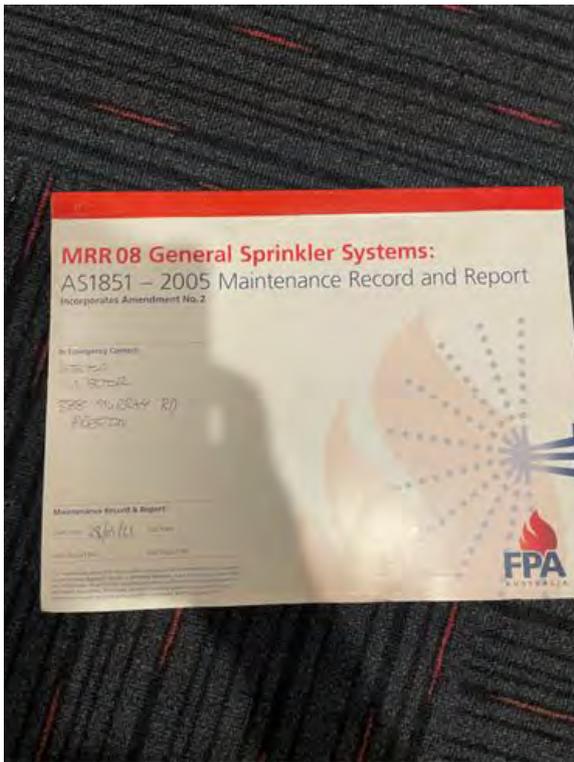


Photo 371



Photo 358



Photo 373



Photo 360



Photo 362

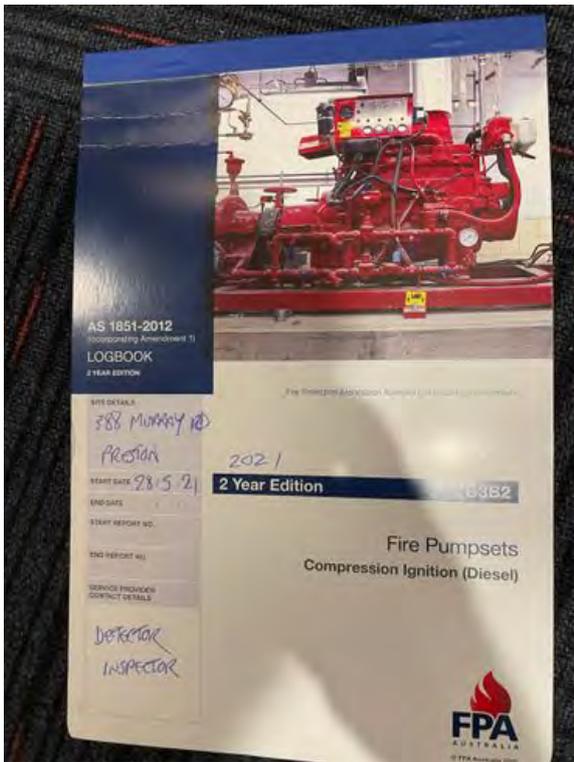


Photo 375

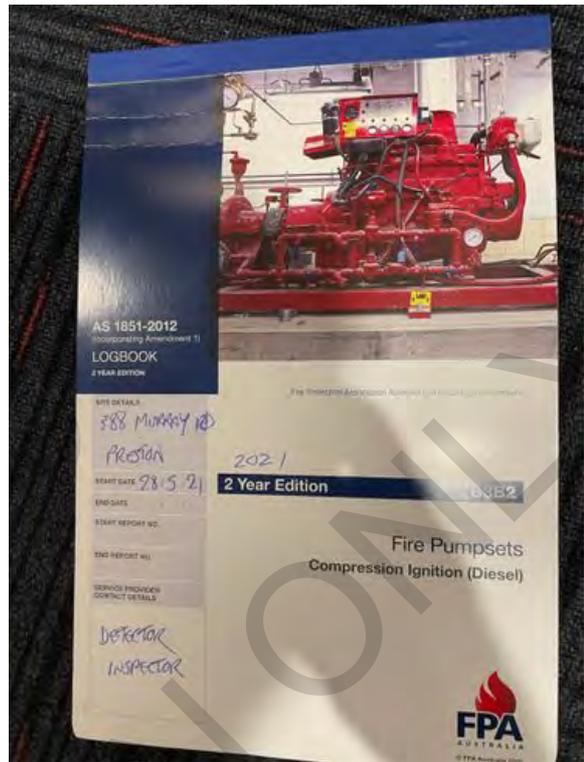


Photo 364

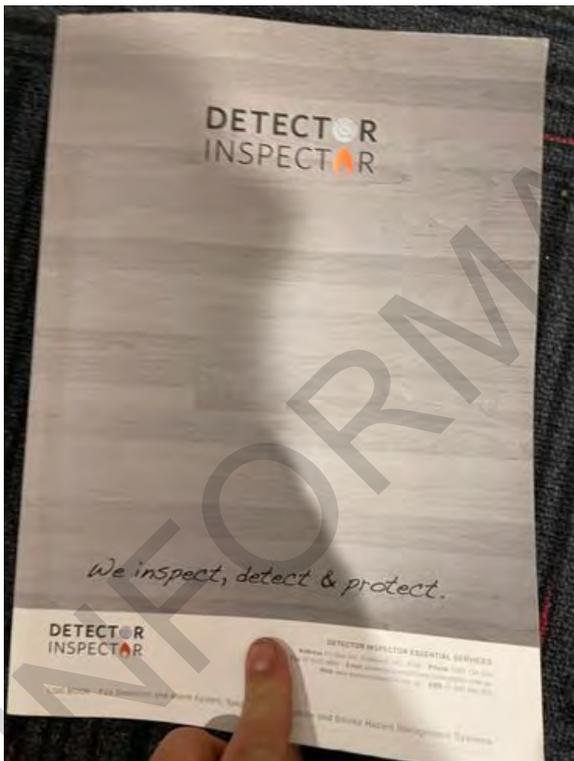


Photo 377



Photo 366



Photo 383

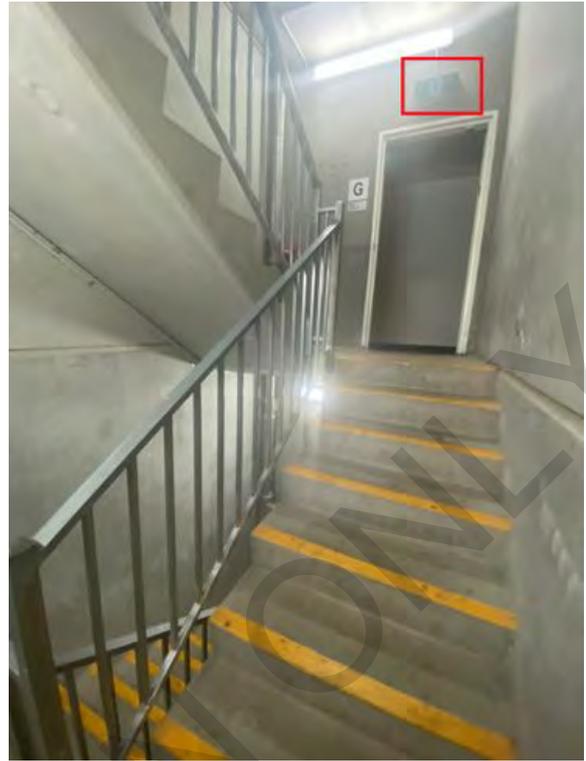


Photo 372



Photo 385

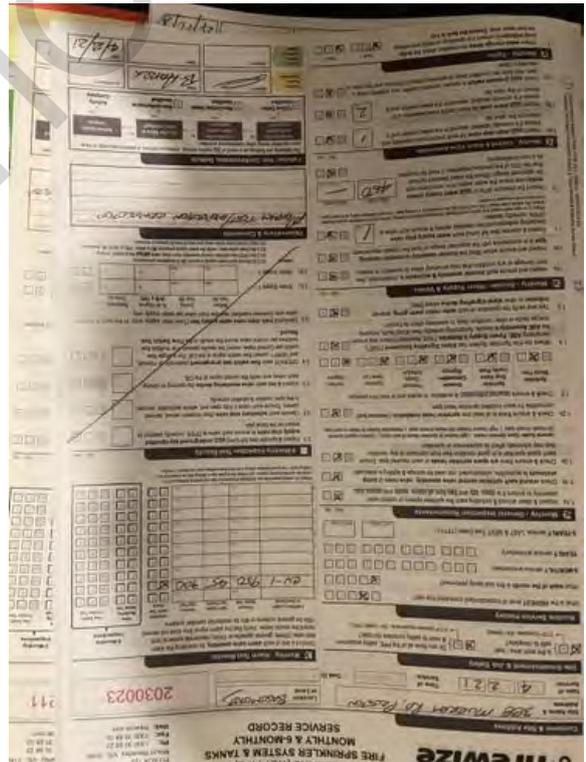


Photo 374



Photo 387



Photo 389

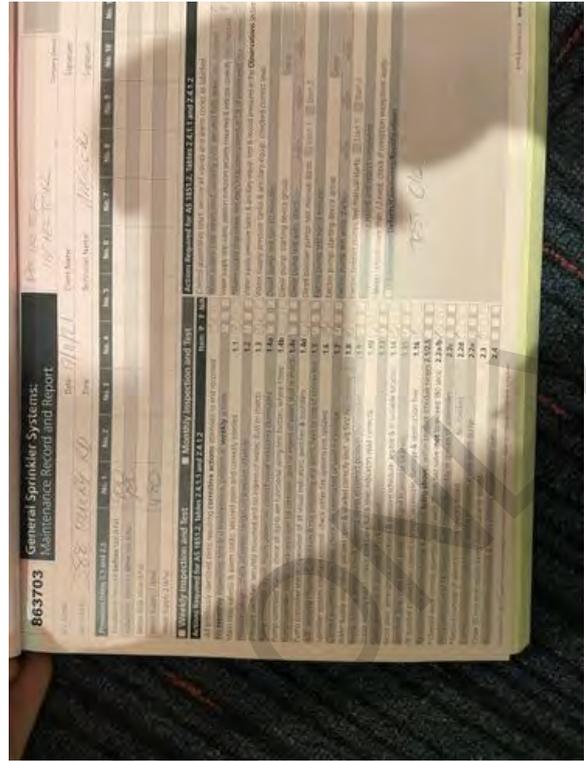


Photo 376



Photo 378



Photo 391

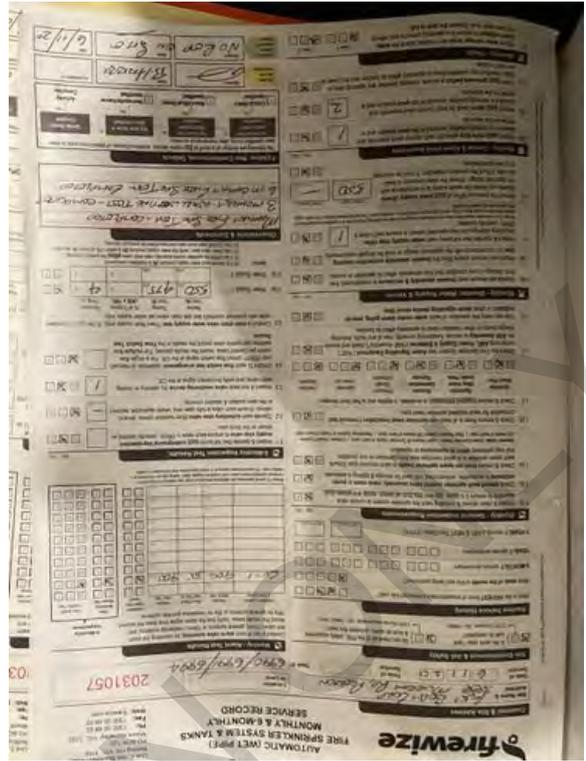


Photo 380



Photo 393

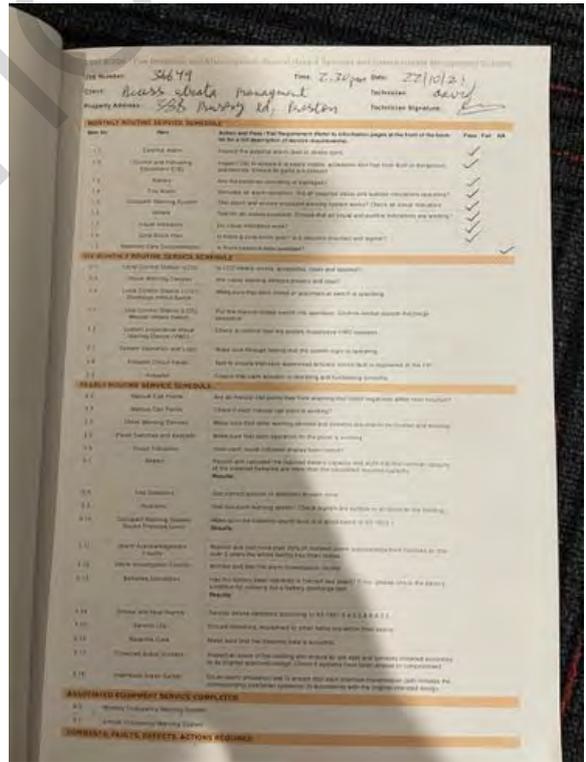


Photo 382



Photo 395



Photo 384



Photo 397



Photo 386



Photo 399

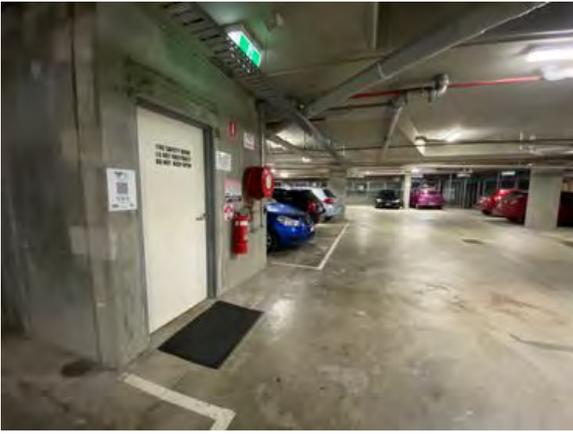


Photo 401

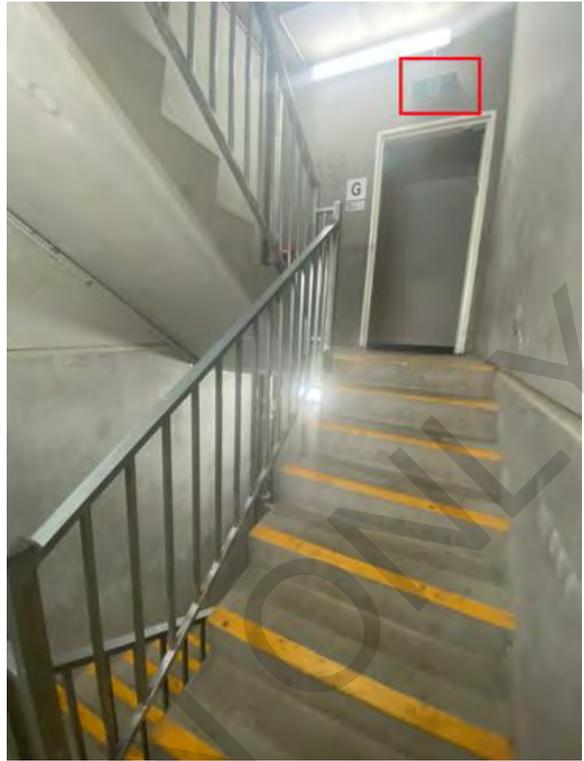


Photo 388



Photo 403



Photo 390



Photo 405



Photo 407



Photo 392



Photo 409



Photo 394



Photo 396



Photo 398



Photo 400



Photo 402

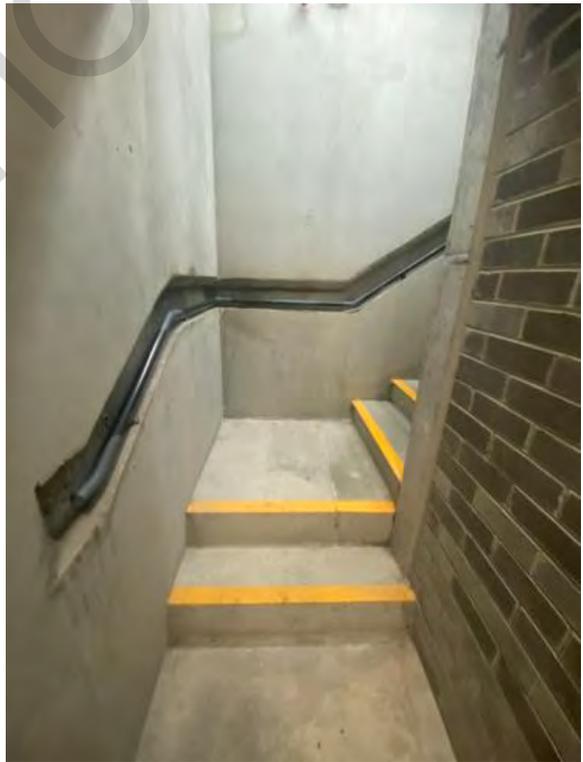


Photo 404



Photo 406



Photo 408



**SCHEDULE OF COSTS TO RECTIFY DEFECTIVE AND/OR
NON-COMPLIANT BUILDING WORKS**

FOR

COMMON PROPERTY

EXPERT COST REPORT

Property: 388 Murray Road, Preston, Victoria,
Party the Report is For The Owners Corporation Committee
Instruction Received From Access Strata Management Pty Ltd on Behalf of The
Owners Corporation
Date of Report: 2 October 2023
Site Inspection: 21 July 2023
Report Prepared By Michael Pavey MAIQS

**Rectification of Defective and/or Non-Compliant Building Works
Common Property 388 Murray Road, Preston
Cost Report**

INTRODUCTION

I, Michael Pavey, a qualified and registered Quantity Surveyor, have been engaged to prepare and provide construction cost estimates of the defect rectification works identified in the reports supplied.

This costing report is prepared for possible judicial proceedings in response to the instruction from Access Strata Management Pty Ltd acting for the Owners Corporation Committee.

THE INSTRUCTION

The initial instruction received from Access Strata Management Pty Ltd by email dated 6 April 2023, confirmed by an accepted submission dated 10th May 2023, was to prepare an expert cost report setting out the the detailed construction cost estimates to rectify all defects to the Common Property identified and set out in the supplied Expert Reports.

The expert cost estimate would include the following scope of work:

1. A review of the rectification works recommended included in the various Expert Reports.
2. Undertake a site inspection to gather information as to status, photographs, etc.
3. Preparation of the Expert Cost Report as outlined above, based on the scope of works identified by others, and included in their respective Reports.
4. The estimated costs will need to identify the amounts and calculations for Preliminaries, Supervision, Margin, Consultant Fees, and Contingencies as appropriate.
5. The estimated rectification costs will require separate costing of each of the defects identified allocated to common areas as applicable.
6. Report to be in accordance with the requirements of VCAT or another appropriate authority.

DOCUMENTS SUPPLIED & REFERRED TO IN PREPARATION OF THE COST REPORT

1. "Building Report On Common Property", dated 22 April 2022 prepared by JWB & Associates Pty Ltd., ("**JWB Report**") (noted as dated 22 April 2021 but that is prior to site inspection),
2. "Preliminary Structural Report" dated 12 February 202, "Inspection Report Memorandum" dated 14 May 2021, and "Inspection Report Memorandum" dated 27 February 2022, all prepared by Richard Drew of Drew Rudd Engineers ("**Drew Reports**").
3. "Courtyard Paver Efflorescence & Basement Garage Water Seepage Investigations", dated 11 May 2021 prepared by CMET Technology P/L ("**CMET Report**").
4. "Fire Safety Design Solution Report", dated 1 May 2023 prepared by LCI Consultants ("**LCI Report**").
5. "Roof Inspection Report" of Robert Coghlan Roofing Consultant dated 29th August 2021 ("**Coghlan Report**").
6. Architectural "For Construction Issue" drawings prepared by CHT Architects Pty Ltd. and dated September 2015. ("**Plans**").

METHOD OF PREPARING REPORT

The review and preparation of these Expert Cost Reports were made as a desk top review of the supplied documents and reports which contained descriptions of the defects identified, the scope of the rectification works recommended as well as appropriate photographs.

A site inspection has been made of the Property on Friday 21 July 2023, where representatives from Access Strata Management and the Owners Corporation Committee also attended to personally view the extent and scope of the defective or non-compliant works.

Prices and Rates used in this Supplementary Report are based on:

- Current competitive prices at September 2023 and that would apply if the works were competitively tendered.
- Have been prepared by me based on my construction industry experience.
- Reference has also been made to pricing reference manuals such as "Rawlinsons Australian Construction Cost Guide" as a point of reference only and the rate or price included is adjusted based on the circumstances and methodology required.
- Where proprietary materials are required to be used, published price lists are used as reference or by enquiries made to the appropriate Supplier or Manufacturer.

**Rectification of Defective and/or Non-Compliant Building Works
Common Property 388 Murray Road, Preston
Cost Report**

SUMMARY OF COSTINGS

The Rectification of Defects Construction Cost Estimate based on the scope of the rectification works identified and included in the Cost Report is **\$10,774,005.00**.

The Details and Summary of this estimate are shown in Appendix “A” in this report.

The Alternative Fire Solution Costs recommended in the “**LCI Report**” for installing sprinklers to the 133 Residential Units (SOU’s) and associated Common Areas to the Ground to Fourth Floors has been estimated to cost a total of **\$3,236,220.00** including margins.

The cost of the Alternative sprinkler solution is based on the works being undertaken in conjunction and parallel with the other rectification works.

If the Alternative Fire Solution, i.e., Sprinklers installed to all residential floors, was accepted, and constructed, costs within the rectification costs primarily contained in Items LCI.1 & 15, would not be required, subject to the acceptance of the Alternative Solution by the relevant authorities.

The defect rectification construction cost estimate includes allowances, separately identified, for the following:

- Preliminaries – 15%
- Builders Margin – 12%
- Consultants Fees and Permits – 6%
- Contingency - 10%
- GST – 10%

The defect rectification construction cost estimate is based upon the following:

- The scope of the rectification works as identified and described in the Expert Reports
- The Architectural drawings as issued for construction.
- Works priced at current rates (September 2023) by a Builder selected by competitive tender.
- All work is carried out as one single contract.
- Works executed with Residential Units not occupied during rectification construction works.

The cost estimate excludes allowances for the following:

- Escalation of costs beyond September 2023
- Structural alterations and new structural works
- Hazardous material reports, removal of hazardous materials and subsequent making good.
- Rectification works to flat felt covered roofs to Levels 2, 3 and 4.
- Loose Furniture and Fittings, Upholstery, etc.
- Relocation and storage of furniture and personal effects.
- Temporary accommodation during construction.
- Reuse and reinstallation of salvaged materials from Demolition.

**Rectification of Defective and/or Non-Compliant Building Works
Common Property 388 Murray Road, Preston
Cost Report**

MATTERS RELATING TO EXPERT WITNESS CODE OF CONDUCT

EXPERT WITNESS

Michael Pavey of Amiens Consulting Pty Ltd
2/87 Rostrevor Parade, Mont Albert North, Vic, 3129
M 0418990815 E amiensconsult@optusnet.com.au

LIMITS OF EXPERTISE

In relation to the questions raised and opinions issued there are no matters that fall outside the experts' field of expertise.

EXAMINATIONS, TESTS OR OTHER INVESTIGATIONS

Other than the information received contained within the instruction no other examinations, tests or investigations have been carried out.

DECLARATION

I, Michael Pavey, have read the document "PNVCAT 2 - Expert Evidence" as issued by VCAT and agree to be bound by the rules of the Code of Conduct.

I am a qualified Quantity Surveyor registered in Victoria, with over 50 years' experience in the cost management of building construction in Australia, Japan, China, East Africa, and the UK. I have experience in the costs of structural damage and failures and have prepared expert reports in relation to these investigations for VCAT and other authorities. (See Appendix "B" for CV).

I have made all the inquiries that I believe are desirable and appropriate, and that no matters of significance which I regard as relevant have to my knowledge been withheld from the Tribunal.



Michael Pavey AAIQS

**Rectification of Defective and/or Non-Compliant Building Works
Common Property 388 Murray Road, Preston
Cost Report**

APPENDIX 'A'

Rectification Construction Works Cost Estimate Summary & Details

INFORMATION ONLY

388 Murray Road, Preston
Rectification Works Estimate



SUMMARY			
Item	Description	Cost	Gross Totals
	<u>JWB & Associates</u>		
JWB.1	Smoke & Fire Separation from Service Cupboards	\$ 14,400	\$ 23,644
JWB.2	Penetrations To Service Cupboards	\$ 6,150	\$ 10,098
JWB.3	Wall Sheeting Expansion Joints to Public Corridor Bounding Walls	\$ 270,271	\$ 443,777
JWB.4	Sink hole on adjacent property	\$ 2,000	\$ 3,284
JWB.5	Front Entry Steps	\$ 36,800	\$ 60,424
JWB.6	Roof and Stormwater Non Compliant Items	\$ 33,400	\$ 54,842
JWB.7	Rendered lightweight cement sheet cladding to external walls and balconies	\$ 914,051	\$ 1,500,844
JWB.8	Rendered EPS wall cladding replaced	\$ 660,870	\$ 1,085,129
JWB.9	Terraces and Courtyards - waterproofing and tiling	\$ 756,399	\$ 1,241,985
JWB.10	Waterproofing to Planters	\$ 267,885	\$ 439,859
JWB.11	Murray Road Footpath	\$ 5,400	\$ 8,867
JWB.12	Hot Water Units Service Screens	\$ 13,740	\$ 22,561
	<u>Drew Rudd Engineers</u>		\$ -
DR.13	Water Seepage and Spoon Drain	\$ 197,215	\$ 323,821
	<u>LCI Consultants</u>		\$ -
LCI.14	Timber Framing - SOU Bounding Construction	\$ 2,571,820	\$ 4,222,851
LCI.15	Timber Framing - Roof Framing	\$ 811,232	\$ 1,332,019
		\$ 6,561,633	\$ 10,774,005
	Preliminaries - 15%	\$ 984,245	Included
		\$ 7,545,878	\$ 10,774,005
	Builders Margin - 12%	\$ 905,505	Included
		\$ 8,451,383	\$ 10,774,005
	Consultants Fees - 6%	\$ 452,753	Included
		\$ 8,904,136	\$ 10,774,005
	Contingency - 10%	\$ 890,414	Included
		\$ 9,794,550	\$ 10,774,005
	GST - 10%	\$ 979,455	Included
		\$ 10,774,005	\$ 10,774,005

<u>ALTERNATIVE FIRE SOLUTION COSTS</u>			
LCI.16	Alternative Solution - Sprinkler Systems to Ground, 1st, 2nd, 3rd & 4th Floors	\$ 1,970,937	\$ 3,236,220

Notes On Pricing

Rates used and pricing included in this Estimate are:

Current competitive prices at September 2023 that would apply if the works were competitively tendered.

Have been prepared by me based on my construction industry experience.

Reference has also been made to pricing reference manuals such as "Rawlinsons Australian Construction Handbook" as a point of reference and the rate or price included based on the circumstances and methodology required

Where proprietary materials are required to be used, published price lists are used as reference or by enquiries made to the appropriate Supplier or Manufacturer.

**388 Murray Road, Preston
Rectification Works Estimate**



JWB Item No. 1 - Smoke and Fire Separation Of Service Cupboards				Item Details	
Item	Description	Unit	Qty	Rate	\$
Description of Defective Works					
1.1	Based On Building Report of JWB and Associates dated 22 April 2022				
1.2	In Report noted that the top floor of the building has no fire separation from service cupboards through to the underside of the roof cladding				
1.3	Also based on observations and summary of the impact of defects included in the "Fire Safety Design Solution Report" prepared by LCI Consultants dated 1 May 2023, which states:				
1.4	Public corridors include services equipment cupboards without smoke separation and the construction does not prevent spread of smoke from services equipment to corridors for credible fire scenarios.				
1.5	Allow for inspecting service cupboards to Ground to Third Floors beneath concrete floors and allow for providing smoke/fire separation from cupboard to corridors and residential Units.	No	32	300.00	\$ 9,600
1.6	Allow for removing the ceiling lining to fire hose reel cupboard and install compliant fire rated ceiling lining including sealing all penetrations and perimeters and redecorating	No	4	300.00	\$ 1,200
1.7	Allow for removing the ceiling lining to water meter cupboard and install compliant fire rated wall and ceiling lining including sealing all penetrations and perimeters and redecorating	No	3	400.00	\$ 1,200
1.8	Allow for removing the ceiling lining to Electricity and Communications cupboard and install compliant fire rated wall and ceiling lining including sealing all penetrations and perimeters and redecorating	No	2	1,200.00	\$ 2,400
JWB Item No. 1 - Smoke and Fire Separation Of Service Cupboards					\$ 14,400

Note:

Costs exclude allowances for:

Costs are based on the works being undertaken in parallel with the installation of the sprinkler installation which includes the replacement of corridor ceilings

**388 Murray Road, Preston
Rectification Works Estimate**



JWB Item No. 7 - Rendered lightweight cement sheet cladding to external walls and balconies					Item Details	
Item	Description	Unit	Qty	Rate	\$	
Description of Defective Works						
7.1	Based On Building Report of JWB and Associates dated 22 April 2022					
7.2	The cement sheet has not been constructed in accordance with the manufacturers installation manual as the sheets are sealed at the base and have poorly installed fixings. The render coat has become badly faded and is opening up allowing moisture behind the cladding and into the wall cavity.					
7.3	The James Hardie cement sheet installation guide directs that the base of all cladding must finish above surfaces below (such as finished floor tiles of terraces, balconies, and roof flashings) and must include a wall flashing to allow any moisture within the cavity to discharge away from the building					
7.4	Extensive rectification of lightweight cladding is required.					
7.5	Remove all rendering and cement sheet cladding to walls. Install new cement sheet cladding and apply new rendering to all surfaces in strict accordance with manufacturers instructions					
7.6	Flash and seal windows in accordance with BCA requirements					
7.7	Lightweight wall composition for Type E3, comprises rendered cement sheet, 70 mm stud framing, fire rated plasterboard, 90 mm stud framing, insulation and internal plasterboard					
First to Fourth Floor Walls to External Walls and Balconies						
7.8	Remove rendering, cement sheet and membrane cladding to wall framing	m2	2,713	50.00	\$	135,650
7.9	Inspect and prepare existing 90 mm timber wall framing to receive new cladding including all necessary re-nailing and reframing to provide compliant framing (measured overall openings and windows)	m2	2,713	23.00	\$	62,399
7.10	Allow for replacing water damaged timber framing (Provisional Sum)	Item			\$	20,000
7.11	Apply new sarking to framing, 7.5 mm fibre cement sheet lining to receive render	m2	2,713	95.00	\$	257,735
7.12	Apply undercoat and approved sand finish render and finish in approved colour including angles and edges	m2	2,713	39.00	\$	105,807
7.13	Allow for sealing around windows or screens with all new flashings, sealing, etc. in accordance with BCA requirements to ensure waterproofing	lin m	1,960	35.00	\$	68,600
7.14	Allow for flashing to base of sheeting	lin m	982	30.00	\$	29,460
General						
7.15	Allow for protection of all adjacent surfaces	Item			\$	6,400
7.16	Allow for scaffolding to Ground to Fourth Floors	Item			\$	228,000
JWB Item No. 7 - Rendered lightweight cement sheet cladding to external walls and balconies						\$ 914,051

Note:

Costs for Removal and demolition include for waste management including handling, skips and tipping fees
Costs for Removal of render includes for subsequent clean up of all surfaces and elements

**388 Murray Road, Preston
Rectification Works Estimate**



JWB Item No. 9 - Terraces & Courtyard Waterproofing and Retiling				Item Details	
Item	Description	Unit	Qty	Rate	\$
	Description of Defective Works				
9.1	Based On Report of JWB and Associates dated 26th July 2018				
9.2	Also based on the specific report "Courtyard Paver Efflorescence & Basement Garage Water Seepage Investigations" of CMET Technology P/L dated 11 May 2021				
9.3	The efflorescence on the courtyard pavers and the delamination of 32% the pavers can be attributed to high moisture levels in the screed under the pavers.				
9.4	Failure to construct a compliant fall allows moisture to pond under the tiling for prolonged periods as evidenced by the efflorescence in grout lines. The prolonged exposure to moisture has likely emulsified the waterproof membrane at the drain termination, allowing moisture to enter the basement below through the penetration in the slab.				
9.5	The external wall of the building allows water into the building and the planter boxes allow moisture to egress back onto floor tiling of the terrace. This is because a proper wall/floor membrane has not been constructed in accordance with AS4654.2:				
9.6	Remove all tiling and waterproofing to Terraces and Courtyards and apply new waterproofing sealed at perimeters, new screeds to falls and new tiling to match existing				
9.7	Check sliding doors to terraces for compliance on hob sizes, sub sills being sealed and flashings installed.				
9.8	Remove fences and divisions between and around terraces and subsequently replace				
	Waterproofing and Tiling to Ground Floor Courtyards and Terraces				
9.9	Remove privacy screen (S4) 1700mm high to Terraces and set aside for reuse	lin m	50	25.00	\$ 1,250
9.10	Break up existing stone paving, bedding, screeds and dispose	m2	1,155	82.00	\$ 94,710
9.11	Remove waterproofing and all upstands	m2	1,155	17.50	\$ 20,213
9.12	Prepare existing concrete sub base or paving for waterproofing	m2	1,155	11.50	\$ 13,283
9.13	Provide screeds to provide falls to terraces and courtyards	m2	1,155	65.00	\$ 75,075
9.14	New waterproofing in accordance with AS 4654.2 to concrete	m2	1,155	69.00	\$ 79,695
9.15	Waterproofing upstand to perimeters	lin m	862	29.00	\$ 24,998
9.16	Work to hob and sills of screens to ensure compliance	lin m	203	52.00	\$ 10,556
9.17	Tile skirting fixed to walls	lin m	585	32.00	\$ 18,720
9.18	Remove strip drain to terraces and supply and install new strip drain	lin m	223	150.00	\$ 33,450
9.19	Allow for works to connect drains to outlets	No	30	150.00	\$ 4,500
9.20	External tiling (PC \$92/m2 supply) to terraces bedded in mortar	m2	1,155	290.00	\$ 334,950
9.21	Reinstall privacy screen (S4) 1700 mm high between Terraces	lin m	50	130.00	\$ 6,500
9.22	Allow for removing air conditioning unit to Terraces and reinstall on completion	No	30	600.00	\$ 18,000
9.23	Allow for removing all other fixtures to Terraces	No	30	300.00	\$ 9,000
9.24	Allow for protecting surfaces and screens to Terraces	Item			\$ 11,500
9.25	Replacement of waterproofing & tiling to entry steps has been included in Item 5	Item			Included in Item 5
9.26	Allow for additional drainage to the Courtyard and Terraces connected to stormwater drains	Item			\$ 35,000
	JWB Item No. 9 - Terraces & Courtyard Waterproofing and Retiling				\$ 756,399

Note:

Costs for Removal and demolition include for waste management including handling, skips and tipping fees

**388 Murray Road, Preston
Rectification Works Estimate**



JWB Item No. 11 - Murray Road Frontage				Item Details	
Item	Description	Unit	Qty	Rate	\$
	Description of Defective Works				
11.1	Based On Building Report of JWB and Associates dated 22 April 2022				
11.2	Post construction, the footpath was not reinstated in a proper and workmanlike manner, the builder was obligated to return Council property back to the condition it was in prior to construction..				
	Compliance Works				
11.3	Cut back concrete footpath to Murray Road and Spring Street as necessary, clean out, lay new concrete paving between planter wall and footpath including concrete, reinforcement, sub base, excavation, preparation and dowelled joints to existing footpath, all to approval	lin m	120	45.00	\$ 5,400
	JWB Item No. 11 - Murray Road Frontage				\$ 5,400

Note:

Costs exclude allowances for:

INFORMATION ONLY

**388 Murray Road, Preston
Rectification Works Estimate**



JWB Item No. 12 - Hot Water Units Service Screens					Item Details	
Item	Description	Unit	Qty	Rate	\$	
	Description of Defective Works					
12.1	Based On Building Report of JWB and Associates dated 22 April 2022					
12.2	The screens protecting the hot water services have been damaged by the heat emitted from the units. The screens are corroding and staining adjacent surfaces, It is not considered these to be fit for purpose and should be replaced.					
12.3	Remove metal perforated screen to hot water equipment enclosure	Item			\$	1,740
12.4	Supply and install new galvanised framed screened enclosure 6000 x 2500 mm overall comprising SHS framing and perforated steel panels fixed to roof and wall of stair enclosure	m2	20	600.00	\$	12,000
	JWB Item No. 12 - Hot Water Units Service Screens				\$	13,740

Note:

Costs exclude allowances for:
Work to hot water and hydraulic services

INFORMATION ONLY

**388 Murray Road, Preston
Rectification Works Estimate**

LCI Item No. 14 - Timber Framing - SOU Bounding Construction				Item Details	
Item	Description	Unit	Qty	Rate	\$
Description of Defective Works					
14.1	Based on Fire Safety Design Solution Report of LCI Consultants dated 1 May 2023, and the Building Report of JWB and Associates dated 22 April 2022				
14.2	"The architectural drawings detail the walls separating SOU's and Corridors as being staggered 64 mm metal stud in a 92 mm head and base track, referencing the CSR 450 system." "In summary there is a conflict between the analysis and Alternative Solution..., the building Approval, the Architectural drawings and the Structural drawings"				
14.3	"It appears from observations that none of the specified systems have been installed, nor has non-combustible materials been used."				
14.4	"The bounding construction comprises unprotected timber framing, is not installed in accordance with a tested system or does not achieve FRL-/60/60."				
14.5	"The studs do not extend to the overhead slab structure and are not laterally restrained by a deflection head, therefore lateral movement is accentuated, and only the corridor walls are only effectively restrained by cross walls."				
14.6	"The stud walls in the area inspect were observed not to have full height studs, and the wall is not restrained at the top by a wall track. This means that the wall is not as laterally stable as provided for in the design details. As noted in the foregoing there is only one sheet of plasterboard extending from floor to ceiling and the fire rating of the adhesive connecting to the top of the wall is unclear. Therefore, the effective fire rating of the wall in-situ may be less than the 60 minutes intended in the design."				
14.7	"Construction may not adequately prevent fire and smoke spread from an SOU to other SOU's and public corridors, or from public areas to SOU's."				
Basis of Rectification Works					
14.8	To bounding walls (Types C1 & C2) between Corridors and SOU's, the scope of rectification works is to strip the finishes and plasterboard lining to both sides of the wall, remove insulation, store and subsequent reinstallation, demolish timber wall framing. Reframe wall in metal framing to underside of slab or roof sheeting, refix insulation and line internally to unit with 13 mm fire rated plasterboard and repaint. Note: lining to the corridor side of wall included in Item 3.				
14.9	Load bearing party walls between SOU's noted on drawings as Wall Types P1 and P4 are constructed with precast concrete walls lined with timber stud framing and 13 mm plasterboard both sides. No works to these walls has been included in these rectification works.				
14.10	Smoke barriers between ceiling levels and concrete slab above Wall Type P1 from Ground to 3rd level has been included and comprises removing strip of ceiling to provide access to the ceiling space.				
Compliance Works					
Bounding Walls to Corridors and SOU's - Rebuild					
<u>Demolition</u>					
14.11	Demolish timber framed bounding wall Types C1 and C2, remove plasterboard and skirtings to SOU side, remove insulation and set aside, clear and dispose	m2	2,470	78.00	\$ 192,660
14.12	Remove fire resistant entry door, frame, trims and set aside for reuse	No	133	360.00	\$ 47,880
14.13	Remove single door to service cupboard, frame, trims and set aside for reuse	No	20	250.00	\$ 5,000
14.14	Remove double door to service or water meter cupboard, frame and trims and set aside for reuse	No	36	450.00	\$ 16,200
14.15	Cut out ceiling to corridor as necessary to expose ceiling space	lin m	932	25.00	\$ 23,300
14.16	Cut out ceiling to SOU as necessary to expose ceiling space	lin m	932	35.00	\$ 32,620
14.17	Remove kitchen complete with joinery wall and floor units, equipment and finishes, store and set aside for reuse	No	30	1,500.00	\$ 45,000
14.18	Remove Ensuite sanitary fixtures, joinery fittings, sanitary accessories, mirrors, etc, store and set aside for reuse. Protect hydraulic piping and fixtures	No	24	1,200.00	\$ 28,800
14.19	Remove Bathroom sanitary fixtures, joinery fittings, sanitary accessories, mirrors, etc, store and set aside for reuse. Protect hydraulic piping and fixtures	No	52	1,600.00	\$ 83,200
14.20	Remove floor finishes to Ensuite and wall tiling as necessary	No	24	450.00	\$ 10,800
14.21	Remove floor finishes to Bathroom and wall tiling as necessary	No	52	750.00	\$ 39,000
14.22	Remove laundry joinery fitting, plumbing and tiled flooring and splashback, set aside for reuse	No	83	400.00	\$ 33,200
14.23	Remove Walk In Robe joinery fittings, store and set aside for reuse	No	24	250.00	\$ 6,000

**388 Murray Road, Preston
Rectification Works Estimate**

LCI Item No. 14 - Timber Framing - SOU Bounding Construction					Item Details	
Item	Description	Unit	Qty	Rate	\$	
	<u>Rectification Works</u>					
14.24	90 mm Metal stud framing comprising 64 mm staggered studs in 92 mm top and bottom track fixed to concrete (Type C1)	m2	2,262	80.00	\$	180,960
14.25	120 mm Timber stud framing comprising 90 mm staggered studs in 120 mm bottom track fixed to concrete and top track fixed to roof sheeting (Type C2)	m2	508	80.00	\$	40,640
14.26	13 mm Fire resistant plasterboard fixed to framing (to SOU side - new lining to Corridor included in Item JWB.3)	m2	2,262	55.00	\$	124,410
14.27	Two layers of 13 mm fire resistant plasterboard fixed to Level 4 framing (to SOU side - new lining to Corridor included in Item 3)	m2	508	100.00	\$	50,800
14.28	Reinstall insulation to framed wall	m2	2,770	6.00	\$	16,620
14.29	Reinstall fire resistant single entry door frame, trims and hardware including repainting	No	133	750.00	\$	99,750
14.30	Reinstall single painted door to service cupboard, frame and trims and hardware including repainting	No	20	650.00	\$	13,000
14.31	Reinstall double painted door to service or water meter cupboard, frame and trims and hardware including repainting	No	36	900.00	\$	32,400
14.32	Paint on plasterboard	m2	2,470	18.00	\$	44,460
14.33	Painted timber skirting	lin m	933	20.00	\$	18,660
14.34	Extra for providing expansion joint sealant to bottom of wall	lin m	933	15.00	\$	13,995
14.35	Extra over plasterboard lined framed wall for smoke barrier 300 mm high between ceiling level and underside of concrete floor, adjust wall framing to provide expansion top track fixed to concrete, lining with fire rated plasterboard to provide -/60/60 fire rating and sealed with approved sealant all as recommended in "Drew Reports".	lin m	792	50.00	\$	39,600
14.36	Work to install smoke barrier to roof spaces included in Item LCI 14	Item				Included in Item 15
14.37	Supply and install tiled floor finish to Bathroom including screed to falls and waterproofing and skirtings	No	52	2,500.00	\$	130,000
14.38	Supply and install tiled floor finish to Ensuite including screed to falls and waterproofing and skirtings	No	24	1,500.00	\$	36,000
14.39	Supply and install tiled floor finish to Laundry including screed to falls and waterproofing and skirtings	No	83	650.00	\$	53,950
14.40	Reinstall Kitchen joinery fittings plumbing, splashbacks	No	30	3,000.00	\$	90,000
14.41	Reinstall Ensuite fixtures, fittings and finishes complete	No	24	2,000.00	\$	48,000
14.42	Reinstall Bathroom fixtures, fittings and finishes complete	No	52	3,500.00	\$	182,000
14.43	Reinstall walk in robe joinery fixtures	No	24	700.00	\$	16,800
14.44	Reinstall Laundry joinery fittings, equipment and hydraulics	No	83	900.00	\$	74,700
14.45	Allow for work to electrical lighting and power	No	133	900.00	\$	119,700
14.46	Allow for work to mechanical installation system including ventilation	No	133	500.00	\$	66,500
14.48	Allow for protecting SOU floors, wall and ceiling surfaces, make good and subsequent cleaning of all surfaces	No	103	800.00	\$	82,400
	Bounding Walls Between SOU's - Ceiling Space Barriers					
14.49	Cut out ceiling to SOU as necessary to expose ceiling space	lin m	873	35.00	\$	30,555
14.50	Inspect and review all fire barriers in ceiling space, remove all non compliant barriers and dispose.	Item			\$	10,000
14.51	Build Fire rated barriers to ceiling space 300 mm high comprising metal framing, 13 mm fire rated plasterboard fixed to concrete wall and sealed to slab	lin m	873	60.00	\$	52,380
14.52	Allow for all penetrations through barriers to be compliant sealed.	Item			\$	10,000
	Ceiling Rectification					
14.53	Reinstate removed ceilings including square recessed cornice and make good to existing	lin m	1,864	55.00	\$	102,520
14.54	Allow to repaint plasterboard ceilings to Ground, 1st, 2nd and 3rd floors	m2	11,368	20.00	\$	227,360
	LCI Item No. 14 - Timber Framing - SOU Bounding Construction				\$	2,571,820

**388 Murray Road, Preston
Rectification Works Estimate**

LCI Item No. 15 - Timber Framing - Roof Framing					Item Details	
Item	Description	Unit	Qty	Rate	\$	
Description of Defective Works						
15.1	Based on Fire Safety Design Solution Report of LCI Consultants dated 1 May 2023, and the Building Report of JWB and Associates dated 22 April 2022					
15.2	"It appears from observations that none of the specified systems have been installed, nor has non-combustible materials been used."					
15.3	In summary, the roof timber framing is not fire protected as required in accordance with the BCA DtS provisions, and the applicable BCA concessions do not apply. Therefore, the roof framing as observed on site is combustible and non-compliant. The 4th floor ceiling is not fire rated, such that an SOU fire which spreads to the roof space will affect the structural integrity of the roof and promote rapid fire spread and involvement of the combustible materials in the roof,, to other SOU's and to the egress corridor.					
Basis of Rectification Works						
15.4	Remove ceilings beneath roofs to First, Second, Third and Fourth floors and replace with painted fire rated ceiling and make good.					
15.5	To all bounding walls between SOU's and between corridors and SOU's beneath roof construction build new fire separation barriers from ceiling level to roof sheeting.					
Compliance Works						
<u>Ceilings</u>						
15.6	Remove plasterboard ceilings and framing including cornices and dispose	m2	2,758	30.00	\$	82,740
15.7	Remove light fittings and cabling to ceilings, store fixtures and set aside for reuse, dispose cabling	No	30	150.00	\$	4,500
15.8	Remove mechanical and ventilation items to SOU ceilings, store for reuse	No	30	200.00	\$	6,000
15.9	Remove existing insulation and supply and install R3.5 insulation to roof space	m2	2,758	25.00	\$	68,950
15.10	Supply and install fire rated suspended ceiling consisting of two layers of 16 mm fire rated plasterboard	m2	2,758	150.00	\$	413,700
15.11	Square edge cornice at junction of wall	lin m	1,341	22.00	\$	29,502
15.12	Extra for ceiling pelmet boxes at windows and screens	Item			\$	10,000
15.13	Paint on plasterboard ceiling	m2	2,758	20.00	\$	55,160
15.14	Take from store light fittings and reinstall including recabling to fixtures and switches and leave in compliance	No	30	750.00	\$	22,500
15.15	Take from store mechanical and ventilation items and reinstall including all connections	No	30	350.00	\$	10,500
15.16	Allow for protecting SOU floors, wall and ceiling surfaces, make good and subsequent cleaning of all surfaces	No	30	800.00	\$	24,000
<u>Fire Separation Barriers to Roof Space</u>						
15.17	Inspect and review all fire barriers in ceiling space, remove all non compliant barriers and dispose.	Item			\$	10,000
15.18	Build Fire rated barriers to roof space up to 1000 mm high comprising metal framing, 13 mm fire rated plasterboard both sides fixed to top of concrete wall and sealed to roof sheeting	lin m	229	120.00	\$	27,480
15.19	Build Fire rated barriers to roof space up to 1000 mm high comprising metal framing, 13 mm fire rated plasterboard both sides fixed to top of lightweight framed wall and sealed to roof sheeting	lin m	260	120.00	\$	31,200
15.20	Allow for all penetrations through barriers to be compliant sealed.	Item			\$	15,000
LCI Item No. 14 - Timber Framing - Roof Framing						\$ 811,232

**388 Murray Road, Preston
Rectification Works Estimate**



<u>LCI Item No. 16 - Fire Safety Assessment - Installation Of Sprinkler Systems Ground to Fourth Floors and Roof Space</u>				Item Details	
Item	Description	Unit	Qty	Rate	\$
Description of Defective Works					
16.1	Based on Fire Safety Design Solution Report of LCI Consultants dated 1 May 2023				
16.2	Provide assessment by a registered fire engineer to produce a fire report in accordance with IFEG. To be reviewed by the Fire Brigade The likely outcome of a fire safety engineering assessment would be to require installation of an automatic fire sprinkler system installed in accordance with AS 2118.1 or 2118.4 including an occupant warning system and direct connection to the fire brigade				
16.3	It is noted that a sprinkler system is installed to the Basement Car Park				
New Sprinkler System In Existing Building					
16.4	Flush mounted light hazard sprinkler system to Ground, 1st, 2nd and 3rd Floors	m2	10,416	90.00	\$ 937,440
16.5	Flush mounted light hazard sprinkler system to Fourth Floor served from Roof	m2	1,865	110.00	\$ 205,150
16.6	Concealed sprinkler system to roof spaces, connected to main service	No	175	400.00	\$ 70,000
16.7	Allow for sprinkler fire vertical mains	Item			\$ 15,000
16.8	Allow for alterations and upgrade to existing water connection, booster assembly with all pumps, controls, piping etc.	Item			\$ 35,000
16.9	Allow for alterations and extensions to occupants warning system (Allowance)	Item			\$ 40,000
16.10	Upgrade of FIP and warning systems	Item			\$ 15,000
Building Works In Connection					
16.11	Painting on exposed sprinkler pipes	Item			\$ 5,000
16.12	Make good all surfaces disturbed	Item			\$ 10,000
16.13	Penetrations through Bounding Walls	No	131	345.00	\$ 45,195
16.14	Penetrations through internal walls	Item			\$ 26,200
16.15	Penetrations to Unit ceilings for sprinkler heads	No	131	120.00	\$ 15,720
16.16	Remove ceiling lining to Corridors and renew including all perimeter edges	m2	1,388	132.50	\$ 183,910
16.17	Remove ceiling to Entries and Living to SOU's Units to allow access and working space and renew including all perimeter edges	No	131	1,200.00	\$ 157,200
16.18	Allow for removing lighting and cabling and reinstalling to corridors	Item			\$ 30,000
16.19	Allow for making good all mechanical services	No	131	250.00	\$ 32,750
16.20	Allow for protecting and covering internal fitout and subsequent cleaning of Units	m2	12,281	12.00	\$ 147,372
LCI Item No. 16 - Fire Safety Assessment - Installation Of Sprinkler System Ground to 4th Floors & Roof Space					\$ 1,970,937
ADD - Margins of Preliminaries 15%, Builders Margin 12%, Consultants & Permit Fees 6%, Contingencies 10% and GST 10%					\$ 3,236,220

Note:

1.0 Costs are based on the installation of the sprinkler system occurring in conjunction with other rectification works

Costs exclude allowances for:

- 2.0 Onsite water storage for sprinkler system
- 3.0 Upgrade of water main to provide required water pressure for sprinkler system
- 4.0 The cost of the sprinkler system is based on the works being completed concurrently with the other rectification works

**Rectification of Defective and/or Non-Compliant Building Works
Common Property 388 Murray Road, Preston
Cost Report**

APPENDIX B – EXPERT CV

STATEMENT OF EXPERIENCE

EXPERT WITNESS

Michael Pavey of Amiens Consulting Pty Ltd
2/87 Rostrevor Parade, Mont Albert North, Vic, 3129.
M 0418 990 815 E amiensconsult@optusnet.com.au

QUALIFICATIONS OF EXPERT

Name: Michael Pavey

Qualifications & Affiliations

- MAIQS Associate of the Australian Institute of Quantity Surveyors
- Registered Building Practitioner No. QS 1088

Present Position Sole Practitioner and Director, Amiens Consulting Pty Ltd

Professional Experience:

Professional Experience:

1985 - 1999	Associate, Rider Hunt Melbourne
1975 – 1985	Senior Quantity Surveyor, Rider Hunt Melbourne
1969 - 1974	Senior Quantity Surveyor, Professional Consultants in Uganda
1958 - 1974	Quantity Surveyor in various professional consultants in UK

Special Fields of Competence:

Application of cost management computer software and data retrieval processes
Contractual systems and documentation for major construction projects
Conceptual estimating on construction and infrastructure projects
Assessment and estimating costs of remediation works,
Feasibility studies and assessment of project requirements

Major Consulting Responsible for cost planning, estimating, cost management, contract, and tender documentation on many major projects, including: -

Commercial:

DeBortoli Wines, Dixons Creek – Renovations and Extensions
Melbourne Recital Centre – Tapas Bar & Restaurant Fitout
Telstra Corporate Building, Melbourne

Community Facilities

Strathewen Public Hall Redevelopment after Bush Fires
Church Redevelopments – Uniting Church; Box Hill & Malvern, Anglican: Mullum Mullum Ringwood
Eltham Leisure Centre – Renovation and Extensions
New and renovated Sports Pavilions for Nillimbuk, Manningham, Maroondah, Boroondara, & Yarra Ranges Councils
Victorian Bush Fire - Replacement cost evaluations for community assets.
New & refurbished Masonic Centres at throughout Victoria for Freemasons Vic
Insurance replacement assessment for total Property Portfolio for Freemasons Vic and Telstra Nationally

**Rectification of Defective and/or Non-Compliant Building Works
Common Property 388 Murray Road, Preston
Cost Report**

APPENDIX B – EXPERT CV

Major Consulting (Cont'd)

Hospitals and Health Care:

Mt Alvernia Mercy Hospital, Bendigo

Wonthaggi and District Hospital

Fire Safety Upgrade Works to Metropolitan & Regional Hospital and Aged Care Facilities in Victoria

Educational:

AMES Facility, Refurbishment and Alterations, Noble Park & Springvale

Childcare Centres and Kindergartens for Nillimbuk, Moreland, Manningham & Maroondah Councils

Residential:

Various single residences

Multi storey apartment development, Diamond Creek Road, Plenty.

Ivanhoe ILU Residential Redevelopment for Uniting Church Community Services

Industrial:

Ford Paint Facility

Bacchus Marsh Lamb Processing Facility

Resource and Infrastructure:

F 18 Jet Engine Test Facility, Port Melbourne

Docklands Development Tender Documentation – reporting to Docklands Authority

Legal and Insurance:

Replacement cost assessments of fire or accident damaged commercial and residential buildings for several insurance assessors.

Expert Cost Reports on Building Rectification works of non-compliant and defective building elements including:

VCAT: Fitzroy residence; claim against Design Consultant on alternative designs.

VCAT: Brighton 23 apartment building; claim against Builder for non-compliant elements.

VCAT – Eynesbury Single residence, tree damage, rectification, and rebuilding options

VCAT – Richmond 132 Unit Residential apartments, rectification works of cladding waterproofing and fireproofing.

VCAT – Carlton, 11 Storey façade replacement,

VCAT – Kensington, 53 Unit Residential apartments, rectification works of cladding waterproofing and fireproofing.

VCAT – Clayton, 83 Unit Residential apartments, rectification works of cladding waterproofing and fireproofing.

VCAT – Richmond – 2 Unit residential property, structural defects.

VCAT – Point Cook, Single residence, structural damage.

VCAT – Carnegie, Single residence, structural damage

Supreme Court – Roxburgh Park, structural damage

County Court – West Melbourne tree damage, rectification, and rebuilding options

County Court – Brighton East, structural damage, rectification, and rebuilding options

Uniting Church – Preparation of Claim against Builder for delays in Completion.

Insurance – McKinnon – Completion Costs of Building

Forensic Structural remediation and repairs to several residences and commercial properties

OWNERS CORPORATION 1 PLAN NO. PS 733538P (Owners Corporation)

**CONSOLIDATED RULES
(Incorporating the Model Rules 2007)**

HEALTH, SAFETY AND SECURITY

COMMITTEES AND SUB-COMMITTEES

MANAGEMENT AND ADMINISTRATION

REPAIR AND MAINTENANCE OF COMMON PROPERTY AND SERVICES.

USE OF COMMON PROPERTY

LOTS

EXTERNAL APPEARANCE OF LOTS.

BEHAVIOUR OF PERSONS

DISPUTE RESOLUTION

NOTICES AND DOCUMENTS

COMMON SEAL

"I hereby certify these rules to be a true and correct copy of the rules made by special resolution dated 12 January 2016"

Secretary of the Owners Corporation

 MATTHEW HOOK.

1. HEALTH, SAFETY AND SECURITY

1.1 Health, safety and security of lot owners, occupiers of lots and invitees

- (a) A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier or use of another lot.
- (b) A lot owner or occupier must not obstruct or leave open the foyer door or automatic gates at any time, with the exception of moving in/out or open for inspection or with approval from the Owners Corporation.
- (c) A lot owner or occupier must not dispose of cigarette butts, cigarette ash or any other materials over balconies or on the Common Property.
- (d) A lot owner or occupier must not consume alcohol on or take glassware onto the Common Property.
- (e) A lot owner or occupier must not leave a bicycle on the Common Property other than in a space designated by the Owners Corporation for such purpose from time to time;

1.2 Safety of children

A lot owner or occupier must not use the common property or permit a child to be use the common property or driveway as a play area.

1.3 Storage of flammable liquids and other dangerous substances and materials

- (a) Except with the approval in writing of the Owners Corporation, an owner or occupier of a lot must not use or store on the lot, storage cage or on the common property any flammable chemical, liquid or gas or other flammable material.
- (b) This rule does not apply to :
 - (i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.4 Waste disposal

- (a) An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.
- (b) All rubbish bins/bags must be placed in the large common bins located in the common area Bin Room in the basement.
- (c) Rubbish bins/bags should not be left on the public area, bins must be returned to their proper storage out of view from the public area before sunrise on the day after collection day.

- (d) An owner or occupier of a lot must make every effort to recycle into the correct bins and follow any sign posted instructions.

2. COMMITTEES AND SUB-COMMITTEES

2.1 Functions, powers and reporting of committees and sub-committees

Each owner and occupier must not interfere with or obstruct the Manager or its employees or delegates or any committee or sub-committee appointed by the Owners Corporation from performing their duties.

2.2 Functions of the chairperson and secretary

- (a) It is not the responsibility of the chairperson and or secretary to act as a contact person for complaints relating to the lot or the common property. Complaints must be in accordance with Rule 9.
- (b) The chairperson and or secretary has the power to communicate to owner or occupiers verbally or in written form on behalf of the owner corporation. This includes fixing notices to the common property.
- (c) The chairperson and or secretary is responsible for ensuring that decisions are made by the committee in accordance with *Owners Corporations Act 2006* (Vic) and that resolutions of the Committee are properly documented.

2.3 Financial controls for committees, sub-committees and delegates

- (a) The Committee has the power to spend up to 10% of the allocated budget.
- (b) The chairperson /committee needs to approve any un-planned expenses or maintenance to the building.

3. MANAGEMENT AND ADMINISTRATION

3.1 Management and administration of common property and services

- (a) In accordance with the *Owners Corporations Act 2006* (Vic) the Owners Corporation must make available to view by an owner, a purchaser or mortgagee the contact details of all other members in their Owners Corporation. A fee applies for document production for this service.
- (b) The fee for preparing and issuing the Owners Corporation certificate will be the maximum fee as prescribed by the regulations.
- (c) The Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary or committee members of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupiers of a lot, of any obligation under the *Owners Corporations Act 2006* (Vic) or the *Owner Corporations Regulations 2007* (Vic) or the Rules of the Owners Corporation.

3.2 Compliance

- (a) An owner or occupier of a lot must give a copy of these rules to each occupier of their lot.
- (b) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Site.
- (c) A proprietor of a lot which is the subject of a lease or license agreement must take all reasonable steps, including any action available under the lease or license agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.
- (d) An owner or occupier of a lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.
- (e) An owner or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other owner or occupier of a lot or their representative invitees.

3.3 Breach of rules

- (a) If any person bound by the rules of the Owners Corporation is in breach or default of:
 - (i) any rule of the Owners Corporation;
 - (ii) any obligation under the *Owners Corporations Act 2006* (Vic); or
 - (iii) any obligation under the *Owners Corporations Regulations 2007* (Vic);

then the Owners Corporation has the right to recover from such lot owner any costs (including but not limited to legal costs), charges, expenses and loss incurred by the Owners Corporation arising from such breach or default as if it was a debt due to the Owners Corporation.

- (b) If any person bound by the rules of the Owners Corporation is in breach or default of:
 - (i) any rule of the Owners Corporation;
 - (ii) any obligation under the *Owners Corporations Act 2006* (Vic); or any obligation under the *Owners Corporations Regulations 2007* (Vic);

and if such person is a tenant, licensee or occupier of a lot who derives its right of occupancy from a lot owner, then the Owners Corporation has the right to recover from such lot owner instead of the person in breach or default, any costs (including but not limited to legal costs), charges, expenses and loss incurred by the Owners Corporation arising from such breach or default as if it was a debt due to the Owners Corporation.

3.4 Insurance

- (a) A lot owner or occupier must not, without the prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- (b) A lot owner or occupier must reimburse the Owners Corporation on demand for any additional insurance premium payable by it because of the use of that Owner or Occupier's lot or because of anything done by the Owner or Occupier.
- (c) The Owners Corporation may in its absolute discretion decide whether to make a claim against any insurance policy held by the Owners Corporation.
- (d) The Owners Corporation may in its absolute discretion recover as a debt from the owner of the lot any excess charged by the Insurance company relating to a claim for that lot.
- (e) The Owners Corporation must make any reasonable claim against any insurance policy held by the Owners Corporation if an Owner or Occupier gives the Owners Corporation: written notice that the Owner or Occupier requires the Owners Corporation to make the relevant claim.
- (f) Indemnifies the Owners Corporation against any excess, charge, loss or damage that the Owners Corporation may become liable to pay as a result of the claim.

4. REPAIR AND MAINTENANCE OF COMMON PROPERTY AND SERVICES.

4.1 Moving in and out

- (a) An owner or occupier of a lot moving in or about the property will be liable to the Owners Corporation for any damage caused to the property in doing so.
- (b) An Owner or Occupier must move in on a Sunday.
- (c) The Owners Corporation has the right to recover from an owner or occupier of a lot who is in breach or default of Rule 4.1(a) any costs (including but not limited to legal costs), charges, expenses and loss incurred by the Owners Corporation arising from such breach or default as if it was a debt due to the Owners Corporation.

4.2 Metering of services and apportioning of costs of services

- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

- (c) Subrule 4.2(a) does not apply if the concession or rebate:
 - (i) must be claimed by the lot owner or occupier and the Owners Corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (ii) is paid directly to the lot owner or occupier as a refund.
- (d) A lot owner will be responsible for any adjustments payable to the Utilities (water, gas, electricity) Company or authorised authority as a result of estimated readings for their lot.
- (e) A lot owner will be responsible for any costs incurred by the Owners Corporation that benefit only that lot.

5. USE OF COMMON PROPERTY

5.1 Use of common property & Pets

- (a) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (b) An owner or occupier of a lot must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.
- (c) An approval under subrule 5.1(b) may state a period for which the approval is granted.
- (d) A lot owner or occupier of a lot may keep an animal on his or her lot, provided that the owner or occupier enter into an agreement and shall not allow any animal to roam without supervision on the common property.
- (e) A Lot owner or guest must first receive written consent from the Owners Corporation for any and all prospective pets.
- (f) Animals must be on a leash at all times when on the common property or in a cage.
- (g) A member of a lot must ensure that animals/pets enter or leave the property through the basement and not through the main entrance.
- (h) Owners of animals must remove any droppings left by their animal and must not allow their animal to urinate anywhere on the common area.
- (i) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

- (j) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule 5.1(i) must remove that animal.
- (k) Subrules 5.1(i) and (j) do not apply to an animal that assists a person with an impairment or disability.

5.2 Use of equipment, services and amenities on common property

- (a) A lot owner or occupier must not install a satellite dish or other antenna unless written approval is given by the owner's corporation.
- (b) An owner or occupier must not, (except to the extent that the Developer deems necessary or desirable for carrying out or furtherance of the Development) affix display any sign including For Lease or For Sale signs on any part of the common property or on any lot when it may be visible from outside that lot, unless written approval is given by the owner's corporation. Any such signs may be removed by the Owners Corporation at the Owners cost and expense.
- (c) The owner or occupier of a lot must not fail to clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacles of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all or any other objects whatsoever whether solicited or unsolicited, or to arrange for all such required clearances by other persons should a member or members be absent for any reason whatsoever for any period exceeding forty eight (48) hours

5.3 Vehicles and parking on common property

- (a) An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:
 - (i) to be parked or left in parking spaces situated on common property and allocated for other lots; or
 - (ii) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
 - (iii) in any place other than a parking area situated on common property specified for that purpose by the Owners Corporation.
- (b) All vehicles (including motor cars, caravans, boats, trailers, motorbikes etc) must be stored in the Garage and/or on the apron outside your garage provided the vehicle does not protrude into the driveway.
- (c) Only one vehicle may be parked in front of the garage door.
- (d) No vehicle is to be parked on common ground unless for maintenance requirements, removals or deliveries etc. Vehicles must be moved immediately on being asked by another resident to allow their vehicle to pass.

- (e) No vehicle is allowed to park on the garden beds under any circumstances.
- (f) Visitors parking only where allocated or otherwise on the street.

5.4 Use of Parking Spaces & storage cages

An owner or occupier of a lot must not use any part of the common property designated as visitors parking without approval from the Owners Corporation to:

- (a) store an unregistered vehicle, registered or unregistered boat, trailer, caravan, truck, bus, motor cycle.
- (b) rebuild or repair any type of vehicle.
- (c) permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served; and
- (d) wash any vehicle on the land other than in a space allocated for that purpose by the Owners Corporation.
- (e) a member must not alter or replace the existing storage cages on a Lot without first obtaining the written consent of the Owners Corporation. , which consent may be refused or granted on certain conditions by the Owners Corporation at its absolute discretion.

5.5 Laundry on common property & Balconies

Each owner and occupier must not without written approval by the owner's corporation place any washing, towel or other article on the Common Property including porches, driveways, fences or so as to be visible from the Common Property or from outside the Building.

5.6 Damage to common property

- (a) An owner or occupier of a lot must not damage or alter the common property without the written approval of the Owners Corporation.
- (b) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the Owners Corporation.
- (c) An approval under subrule 5.6(a) or 5.6(b) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (d) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (e) The owner or person referred to in subrule 5.6(d) must keep any device, screen or barrier installed in good order and repair.

- (f) An owner or occupier of a lot is not permitted to play any sort of ball games, skateboard, roller blade and riding of bikes or similar activity in the vicinity of any building or parked car.
- (g) Skips or any equipment is not to be delivered or stored on the common property.

5.7 **Deposit of rubbish and other material on common property**

- (a) An owner or occupier of a lot must dispose of any packaging and removal boxes immediately after moving in or out.
- (b) An owner or occupier of a lot must not leave any form of personal property on the common property or the nature strip.

6. **LOTS**

6.1 **Change of use of lots**

- (a) An owner or occupier of a lot must give written notification to the Owners Corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the Owners Corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

- (b) The Owners Corporation recognizes that many people operate an office or small business from their home. While not wanting to unduly limit the opportunities that benefits that flow on from working from home and spending time with the family, certain restrictions on the types of activities the can be conducted from your home are required to preserve the overall quality of life in the block. The following requirements apply to the use of your dwelling for an office or business:
 - (i) You must not carry on any business from your lot unless you have the Owners Corporation written consent and you comply with all relevant laws
 - (ii) You must not have any signs, advertisements or promotional material on your lot.
 - (iii) You must not do anything that is immoral nor is a nuisance to us or your neighbours.
 - (iv) You must not have regular deliveries or allow trucks to enter.

7. **EXTERNAL APPEARANCE OF LOTS.**

- (a) Each owner and occupier must not without first obtaining a general approval from the Owners Corporation:
 - (i) maintain inside a lot anything visible from outside of a lot that is not in keeping with the rest of the Building; or

- (ii) operate on a lot any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property or another lot.
- (b) Front porches are to be free from personal effects including but not limited to Shoes, prams, pet bowls, bikes, skateboards, building materials, pot plants, door mats etc.
- (c) Garage doors are to be opened only when accessed and at all other times to remain closed.
- (d) An owner or occupier of a lot must not install or permit the installation of any internal or external blinds or awnings other than as approved by the Owners Corporation. The blinds colours are below :
 - i. Block Out Roller Blinds: Colour to be Vibe White
 - ii. Screens: Colour to be Vibe White
- (e) An owner or occupier of a lot must not change the paint colour or finish or otherwise alter the external facade of any Building or any improvement forming part of the exterior facade without approval from the Owners Corporation.
- (f) An owner or occupier of a lot must not erect any additional screens, fences or barriers without the approval of the Owners Corporation. Any proposed structure will be in keeping with the architectural design.

7.2 **Requiring notice to the Owners Corporation of renovations to lots**

- (a) Each owner and occupier must not without first obtaining a General Approval from the Owners Corporation and local council undertake any structural changes that affect the external appearance of the lot.
- (b) Each owner and occupier must notify each neighbouring lot if major internal renovations are being undertaken.
- (c) An Owner must not undertake any building works within or about or relating to unless all requisite permits, approvals and consent under all relevant laws have been obtained and copies of them have been given to the Owners Corporation Committee and Manager.

7.3 **Times within which work on lots can be carried out**

- (a) All renovation work must comply with EPA Noise Regulations and Local Government planning requirement.
- (b) Works shall not be undertaken before 8am to 5pm Monday to Saturday and 10 am to 5pm on Sunday.

8. BEHAVIOUR OF PERSONS

8.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

8.2 Noise and other nuisance control

- (a) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property and obey all laws and regulations specified by the EPA and local planning laws.
- (b) Subrule 8.2(a) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.
- (c) Musical instruments and band practices will impact the quiet enjoyment of all lots on the plan and require the permission from the committee before making any commitments. Permission will be considered provided that a rehearsal/practice timetable is provided and adhered to.

9. DISPUTE RESOLUTION

9.1 Breach of Rules

In this Rule 9:

"VCAT" means Victorian Civil and Administrative Tribunal;

"complainant" means the person or persons making a complaint under Rule 8.3;

"respondent" means the person or persons alleged by the complainant to have breached an obligation imposed on that person by the *Owners Corporations Act 2006* (Vic), the *Owners Corporations Regulations 2007* or the Rules;

- (a) The dispute resolution process set out in this rule applies to breaches by a lot owner or an occupier of a lot or a manager of an obligation imposed on that person by the *Owners Corporations Act 2006* (Vic), the *Owners Corporations Regulations 2007* (Vic) or the Rules of the Owners Corporation.
- (b) A lot owner or an occupier of a lot or a manager may make a complaint to the Owners Corporation about an alleged breach by a lot owner or an occupier of a lot or a manager of an obligation imposed on that person by the *Owners Corporations Act 2006* (Vic), the *Owners Corporations Regulations 2007* or the rules.
- (c) A complaint must be in writing and in the approved form.
- (d) The manager of the Owners Corporation must make a copy of the approved form available at the request of a person who wishes to make a complaint.

- (e) A complaint cannot be made in relation to a personal injury.
- (f) A complainant must lodge a complaint with the manager of the Owners Corporation as soon as practicable.
- (g) A complaint may be lodged in person or by registered post addressed to the office of the manager of the Owners Corporation.
- (h) The complaint form must include sufficient information (evidence) of the breach as the Committee will rely on such evidence in making their decision on reasonable grounds.
- (i) The manager must within 3 days provide the Owners Corporation Committee with a copy of the complaint received under Rule 9.1(b) and the Secretary of the Committee will as soon as practicable, call a meeting of the Committee to:
 - (i) review the complaint;
 - (ii) decide if the complaint is a breach of the Rules;
 - (iii) decide if the breach is a breach of the *Owners Corporations Act 2006 (Vic)* or the *Owners Corporations Regulations 2007(Vic)*;
 - (iv) decide if the breach affects the common property of the Owners Corporation;
 - (v) decide whether a Notice of breach should be given to the person alleged to have committed the breach;
 - (vi) decide to take no action in respect of the alleged breach and to direct the complainant that it may take the complaint to the Victorian Civil and Administrative Tribunal;
 - (vii) decide whether any further action should be taken in respect of the complaint and if so what action;
 - (viii) consider and decide any other matter it considers relevant.
- (j) The Committee must not take action against a person alleged to have committed a breach or apply to VCAT for an order in respect of an alleged breach unless it believes on reasonable grounds that the respondent has committed the alleged breach.
- (k) If the Committee decides the complaint is a breach of the *Owners Corporations Act 2006 (Vic)*, the *Owners Corporation Regulations 2007 (Vic)* or the rules but the subject of the complaint **does not affect common property**, the Committee may decide not to take action with respect to the complaint or apply to VCAT for an order in respect of the alleged breach.
- (l) If the Committee decides not to take action with respect to the complaint or apply to VCAT for an order in respect of the alleged breach, the Committee must give notice of its decision to the person who made the complaint in respect of the alleged breach and such notice must set out the reasons for the decision within ten (10) days of the Committee meeting. The Committee may also direct the complainant that it may take the complaint to VCAT.

- (m) If the Committee decides a Respondent is in breach of the *Owners Corporations Act 2006 (Vic)*, the *Owners Corporation Regulations 2007 (Vic)* or the rules and the breach **does affect common property**, it may:
- (i) apply to VCAT for an order in respect of the alleged breach; or
 - (ii) give notice of the alleged breach in the approved form to the respondent within 14 days of its decision. If the respondent is an occupier of a lot affected by the Owners Corporation, a copy of the notice must be given to the lot owner.
- (n) If the respondent disputes the alleged breach contained in the notice he, she or it must prepare a written statement disputing the allegation and setting out reasons why the allegation is disputed and give such statement to the manager of the Owners Corporation within 14 days of receipt of the notice from the Committee under Rule 9.1(m). The Manager must give a copy of any statements received from the respondent to the Committee within 7 days.
- (o) If the respondent does not provide a written statement to the manager within the specified time period, the committee may decide if there has been a breach, in the absence of such statements.
- (p) Subject to compliance with Rule 9.1(n), the Secretary of the Committee may convene a meeting of the committee to discuss the complaint and may invite to that meeting:
- (i) the complainant; and/or
 - (ii) the respondent; and/or
 - (iii) if the respondent is the occupier of a lot affected by the Owners Corporation, the lot owner;
 - (iv) any other person he, she or it considers appropriate.
- (q) At any meeting convened in accordance with Rule 9.1(p) the Committee may ask the complainant, the respondent and any other person in attendance at the meeting to answer any questions raised by the Committee and if directed by the Committee to provide written statements in respect of any questions. The Committee may consider any matters raised before it together with the answers to any questions and any written statements made at or submitted to the meeting either at the meeting or at any subsequent meeting of the Committee.
- (r) The complainant, the respondent, the lot owner, occupier and/or any other person invited to attend the meeting, may not be represented by any other person at the Committee meeting unless a request has been made in writing to the Committee for such representation specifying the name, address, occupation and the relationship (if any) of the proposed representative and the Committee has consented to such request. Any such request must be made to the Committee no later than 2 days before the Committee meeting.
- (s) At or within five (5) days of the meeting of the Committee held pursuant to Rule 9.1(q) the Committee may:

- (i) give the person more time to comply with the notice;
 - (ii) give the person a final notice; or
 - (iii) decide not to proceed with any further action.
- (t) If the Owners Corporation decides to give the respondent more time to comply with any notice given under Rule 9.1(s), it must give the respondent notice of that decision within ten (10) days and set out the additional time for compliance.
- (u) If a notice is given under Rule 9.1(t) and the respondent does not comply within the time specified, the Owners Corporation may decide:
- (i) to give the respondent a final notice; or
 - (ii) not to proceed with any further action.
- (v) The Committee must give notice of its decision under Rule 9.1(u) to the complainant and to the respondent.
- (w) If the Committee decides to give a final notice under Rule 9.1(u), the notice must:
- (i) be in writing and in the approved form;
 - (ii) state that the respondent must within 28 days after the date of the notice rectify the breach; and
 - (iii) state that if the breach is not rectified within the time stated in the notice, the Owners Corporation may decide to apply to VCAT for an Order in relation to the final notice.
- (x) If the person who is given a final notice fails to comply with the final notice, the Owners Corporation may decide:
- (i) to apply to VCAT for an order in relation to the final notice; or
 - (ii) to take no further action in respect to the final notice.
- (y) Any notice given under this rule must be given in accordance with section 158 of the *Owners Corporation Act 2006*.

9.2 Issue of a Complaint or Legal Proceedings

A lot owner or an occupier of a lot or a manager of the Owners Corporation who makes a complaint or issues any legal proceedings against a lot owner, an occupier of a lot, a Manager of the Owners Corporation or the Owners Corporation must give a copy of the complaint to the Secretary of the Owners Corporation within three days of making or issuing the complaint.

10. NOTICES AND DOCUMENTS

10.1 Notices

- (a) An owner or occupier of a lot must give a copy of these rules to each occupier of their lot.
- (b) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier of a lot comply with these rules and in default take all reasonable steps to ensure that their invitees leave the lot and the common property.
- (c) An owner or occupier of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any tenant or licensee of the lot and any invitees of that tenant or licensee comply with these rules.
- (d) An owner or occupier of a lot must at their expense promptly comply with all laws relating to the lot including, without limitation, any laws, requirements, notices and orders of any Governmental Agency.
- (e) An owner or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development within the Plan or which may cause a nuisance or hazard to any other owner or occupier of a lot, their invitees or any other person.

10.2 Fees for the provision of Records and Register

- (a) The Owners Corporation may charge a fee for the reproduction of the Register and any records required by a lot owner or occupier or their representative.
- (b) Any person entitled to inspect the Owners Corporation Register who requests the Owners Corporation or its Manager to provide a copy of the register or any part of it must pay to the Owners Corporation a fee for such copy and such fee shall be set from time to time by the Committee of the Owners Corporation.
- (c) A lot owner must provide to the Secretary and the Manager of the Owners Corporation the following details to assist in the maintenance of the Owners Corporation register, the enforcement of Rules and to allow service of notice to occupiers:
 - (i) The lot number of the lot owner;
 - (ii) Name, residential address and postal address of the lot owner ; Name and postal address of occupier of the lot;
 - (iii) Details of any Power of Attorney (if applicable) of the lot owner or occupier;
 - (iv) Name of Real Estate Manager; and
 - (v) Email address, mobile, phone and fax numbers of lot owners, occupiers and real estate managers.

- (d) If a lot owners fails to provide current details to the Secretary as specified in Rule 10.2 and as a consequence the Owners Corporation has to undertake a search of title in order to maintain the register then that lot owner will be liable for any fees or costs relating to such search.
- (e) A lot owner who sells a lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract.
- (f) A person who acquires a lot must advise the Owners Corporation of the person's name and address within one month of the completion of the contract.
- (g) A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the Owners Corporation of the lot owner's mailing address for service of notices and any changes to it as soon as possible.

11. COMMON SEAL

The Owners Corporation authorizes the committee to affix the common seal of the Owners Corporation to any agreement, lease, licence or other document provided:

- (a) the use is in accordance with sections 20 and 21 of the *Owners Corporations Act 2006* (Vic); and
- (b) the use of the seal is recorded in the seal register of the Owners Corporation.

388 Murray Road Preston

**220417 - Fire Safety Design
Solution**

Client:

OC 733538P c/o Access Strata Management
Pty Ltd

Revision:

A

Date:

1 May 2023

Report Information

Project	Fire Safety Design Solution
Title	388 Murray Road Preston
Client	OC 733538P c/o Access Strata Management Pty Ltd
Revision	A
Revision Date	1 May 2023
Prepared By	LCI Consultants Melbourne Office Level 2 616 St Kilda Road Melbourne 3004
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Revision Schedule

Revision	Date	Issue Name	Author	Reviewer
A	1 May 2023	Draft – Client Comment	NK	HVR

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INFORMATION ONLY

1 Introduction

1.1 Property details

The building is a six storey residential building containing apartments and a basement carpark ('the Building Complex') located at 388 Murray Road Preston, refer to Figure 1.1.



Figure 1.1 - Location Plan

1.2 Client

Lehr Consultants International (Australia) Pty Ltd has been appointed by Access Strata Management Pty Ltd on behalf of OC Plan 733538P.

1.3 Definitions

- [1] To clarify terminology and as defined by the *Building Act 1993*:
- [2] **Building Code of Australia (BCA)** means the Building Code of Australia comprising—
- (a) Volume One of the National Construction Code Series including any variations or additions in the Appendix Victoria set out in the Appendices to that Volume; and
- [3] The Building Regulations then define the Building Code of Australia as:
- (a) **BCA13** means the Building Code of Australia 2013;
 - (b) **BCA19 means** the Building Code of Australia 2019 Amd 1
 - (c) **BCA Volume One** means Volume One of the National Construction Code Series including any variations or additions in the Appendix Victoria set out in the Appendices to that Volume; and
 - (d) **Alternative Solution** means a Building Solution which complies with the Performance Requirements other than by reason of satisfying the Deemed-to-Satisfy Provisions.

1.3.1 Abbreviations

ACP means Aluminium Composite Panel

BAB means Building Appeals Board

FRV means Fire Rescue Victoria

DtS means Deemed-to-Satisfy.

FEB means Fire Engineering Brief

FER means Fire Engineering Report

NCC means National Construction Code Series

1.4 Regulatory framework

The regulatory framework applicable when the building was constructed includes:

- (a) Building Act 1993¹ (assumed at the date of the stage 1 Building Permit).
- (b) Building Regulations 2006 version 31² (assumed at the date of the stage 1 Building Permit).

1 No. 126 of 1993, Version No. 100 incorporating amendments as at 1 July 2013.

2 S.R. No. 68/2006, version incorporating amendments as at 9 July 2013.

- (c) Building Code of Australia 2013³ (BCA13) (based on date of Stage 1 and 2 building permit).
- (d) Building Code of Australia 2015⁴ (BCA13) (based on date of Stage 3 and 4 building permit).

At the time of issuing the Building Permit, in the State of Victoria, buildings and building work must comply with the Building Act 1993 (**'the Act'**) and Building Regulations 2006 (**'the Regulations'**) in which case this building is to comply with that referred to in (a), (b), (c) and (d) above relevant to the time the Building Permit was issued.

The regulatory framework in force at the date of this report and used for benchmarking purposes, if necessary, are:

- (a) Building Regulations 2018.
- (b) Building Code of Australia 2019 Amdt 1.

1.5 Building Permit details

There were 4 Building Permits issued by the relevant building surveyor Gary Dean (BS-U 1111) of Reddo for this development, refer to Table 1.1.

Table 1.1 -List of Building Permits

Building Permit number	Works	Date	Value of works
007055-1	Apartment development – basement retention and bulk excavation excluding works adjacent to the north boundary and part of south boundary	18 October 2013	\$150,000
007055-2	Apartment Development – Structural and civil works up to third floor	26 February 2014	\$3,000,000
007055-3	Remainder of Structural works	5 May 2015	\$750,000
007055-4	Remainder of works	12 June 2015	\$6,850,000

The Building Permits have been issued for a building with six (6) storeys and a rise in storeys of five (5), containing residential apartments classified as Class 2 and a carpark and storage classified as Class 7a.

Section 10 of the Act is the authority given to the relevant building surveyor to consider a building regulation, or an amendment to a building regulation, do not apply to the carrying out of building work.

As there appears to be no written record that the building surveyor having made a determination (s10(2)) to allow an earlier version of the BCA to be used, it therefore follows that the applicable version of the BCA for this building is BCA 2013 and 2015⁵.

At the time of issuing the Building Permit, in the State of Victoria, buildings and building work must comply with the Building Act 1993 and Building Regulations 2006 and the applicable version of the BCA being 2013 and 2015. This is raised only as a technical matter on applicability of which BCA version the building was assessed against. The relevant criterion for this building is referenced in Table 1.2.

³ BCA 2013 was adopted by States & Territories on 1 May 2013.

⁴ BCA 2015 was adopted by States & Territories on 1 May 2015.

⁵ The National Construction Code Series© as released by the Australian Building Codes Board on behalf of the Commonwealth of Australia and States and Territories of Australia.

Table 1.2 -BCA Reference Criteria

BCA Criterion	Building Characteristics
Building Classification (BCA A3.2)	Class 7a (carpark) Class 2 (ground, 1 st to 4 th storey SOUs)
Rise in Storeys (BCA C1.2)	Five (5)
Type of Construction (BCA C1.1)	Type A
Effective Height (BCA A1.1)	< 25 m effective height

The Building Permit approved Fire Engineering Report was prepared by RAWFiRE⁶, report number m111533_368-390 Murray Road Preson_FER-06 dated 5 June 2015 ('FER'). This FER refers to BCA2010 in the Executive Summary page i, but also makes reference to BCA version 2014 in FER Section 12 – References, page A-1. As noted in Section 1.5, the BCA versions at the dates of the Building Permits are BCA 2013 and BCA 2015.

1.6 Occupancy Permit detail

There was one (1) Occupancy Permit issued by the RBS as identified below in Table 1.3.

Table 1.3 - Occupancy Permit

Occupancy Permit number	Classification	Date
011574	Class 7a (carpark) Class 2 (ground, 1 st to 4 th storey SOUs)	4 December 2015

The Occupancy Permit lists the Alternative Solutions consistent with the Building Permit and identifies the Essential Safety Measures for the building. There are no additional fire safety criteria to that identified within the Building Permits.

1.7 Previous Alternative Solutions

The Dispensations, Alternative Solutions (now termed Performance Solutions) and Determinations Solutions that have been issued for the building are based on the information sourced from the Building Permit and Occupancy Permits as referenced in Table 1.4. Included is a Report of The Chief Officer Pursuant to Regulation 1003 (1) of The Building Regulations 2006, MFB report number 1502772, dated 1 December 2015.

Table 1.4 - Dispensations, Alternative Solutions, Determinations

Reporting Authority / Approval method	Matter Reported on / Description of Alternative Solution	Performance clause	Regulation/ BCA clause
Alternative Solution	Non-loadbearing building elements for the external walls to balconies shall be lightweight timber construction protected by means of fire rated plasterboard with an FRL -/90/90.	CP2	Specification C1.1, Clause 3.1(b)

⁶ Fire Engineering Report, 368-390 Murray Road, Preston, Report No. m111533_368-390 Murray Road, Preston_FER_06 Final Issue dated 05 June 2015, RAWFiRE Fire Safety Engineering.

Reporting Authority / Approval method	Matter Reported on / Description of Alternative Solution	Performance clause	Regulation/ BCA clause
Alternative Solution	Up to 13m from Apartments 1.11 and 2.11 to stair 3 and up to 12m from Apartments 1.23 to stair 4. 50m from Northwest corner of stair 1 within the basement level carpark.	DP4 EP2.2	D1.4(a) & D1.4(c)
Alternative Solution	Distance between the fire isolated stairways 1 & 4 on level 1, 2, 3 and 4 to be 64m in lieu of 45m.	DP4	D1.5
Alternative Solution	Each fire isolated stair discharges internally to the ground floor whereby occupants are required to travel to the closest exit and discharge to an area where the egress path to the road/open space necessitates passing within 6m of openings in the external wall of the same building.	DP4	D1.7(c)
Alternative Solution	No separation between rising and descending stair flights to fire isolated stair 1.	DP4	D2.4
Chief Officer	To permit fire brigade booster to be located within 10 metres of the building.	EP1.3	E1.3 and AS2419.1 - 2005
Chief Officer	To permit sprinkler control valves to be located in the basement.		E1.5 and AS2118.1 - 1999
Chief Officer	To permit water meter to be provided on the fire service.		E.1.3 and AS2419.1 - 2005

1.8 Fire Resistance Levels

As specified in the BA DtS provisions, the building should be constructed in accordance with the relevant provisions of Specification C1.1 of the BCA applicable to Type A Construction, refer to Table 1.6, except as determined and approved in the FER.

Table 1.5 – FRL of elements

Building element	Class of building – FRL: (in minutes)	
	Structural adequacy/Integrity/Insulation	
	2	7a
EXTERNAL WALL (including any column and other building element incorporated within it) or other external building element, where the distance from any fire-source feature to which it is exposed is–		
For loadbearing parts–		
less than 1.5 m	90/90/90	120/120/240
1.5 to less than 3 m	90/60/60	120/90/90
3 m or more	90/60/30	120/90/30
For non-loadbearing parts–		
less than 1.5 m	-/90/90	-/120/120
1.5 to less than 3 m	-/60/60	-/90/90
3 m or more	-/-/-	-/-/-
EXTERNAL COLUMN not incorporated in an external wall–		
For loadbearing columns	90/-/-	120/-/-
For non-loadbearing columns	-/-/-	-/-/-
COMMON WALLS and FIRE WALLS–	90/90/90	120/120/120
INTERNAL WALLS		
Fire-resisting lift and stair shafts–		

Loadbearing	90/90/90	120/120/120
Non-Loadbearing	-/90/90	-/120/120
Bounding public corridors, public lobbies, and the like—		
Loadbearing	90/90/90	120/-/-
Non-Loadbearing	-/60/60	-/-/-
Between or bounding sole-occupancy units		
Loadbearing	90/90/90	120/-/-
Non-Loadbearing	-/60/60	-/-/-
Ventilating, pipe, garbage, and like shafts not used for the discharge of hot products of combustion		
Loadbearing	90/90/90	120/90/90
Non-Loadbearing	-/90/90	-/90/90
OTHER LOADBEARING INTERNAL WALLS, INTERNAL BEAMS, TRUSSES		
and COLUMNS—	90/-/-	180/-/-
FLOORS	90/90/90	180/180/180
ROOFS	90/60/30	120/60/30

Pursuant to BCA13 Specification C1.1, Clause 3.5 there is a concession for the roof, refer to BCA extract in Figure 1.2.

3.5 Roof: Concession

A roof need not comply with Table 3 if its covering is *non-combustible* and the building—

- has a sprinkler system (other than a FPAA101D or FPAA101H system) complying with Specification E1.5 installed throughout; or
- has a *rise in storeys* of 3 or less; or
- is of Class 2 or 3; or
- has an *effective height* of not more than 25 m and the ceiling immediately below the roof has a *resistance to the incipient spread of fire* to the roof space of not less than 60 minutes.

Figure 1.2 - Extract from BCA13, Specification C1.1, Clause 3.5

As the roof covering is non-combustible, any of the above, if applicable, is sufficient to satisfy BCA DtS compliance for the unprotected timber roof structure. However, the building is not sprinkler protected, it has a rise in storeys of more than 3, it includes a Class 7a Part (carpark) and does not have a ceiling below the roof with a resistance to the incipient spread of fire. Pursuant to BCA Specification C1.1 Clause 2.8, the carpark storey is not regarded as Class 2 for the purposes of determining the relevant fire resisting requirements because the building contains more than 4 storeys, refer below:

2.8 Carparks in Class 2 and 3 buildings

- If a Class 2 building contains not more than 4 *storeys* of which—
 - one *storey* is Class 7 used solely for the purpose of parking motor vehicles or for some other purpose that is ancillary to a Class 2; and
 - the remaining *storeys* are of Class 2, the *carpark storey* is regarded as Class 2 only for the purpose of determining the relevant *fire-resisting* requirements of this Specification.

Figure 1.3 - Extract from BCA13, Specification C1.1, Clause 2.8(a)

Pursuant to the BCA13 Specification C1.1 Clause 3.10, a Class 2 building having a rise in storeys of not more than 3 may be constructed with timber framing subject to various conditions, and a Class 2 building having a rise in storeys of not more than 4 may have the top 3 storeys constructed with timber framing subject to various conditions. Additionally, pursuant to BCA13 Vic H103.1, a Class 2 building less than 25 m in effective height that has a sprinkler system installed may be constructed with various concessions to FRL. None of these conditions apply.

In consideration of the above BCA DtS provisions and construction as observed on site, the building comprises 6 storeys (basement, ground and 1st to 4th floors) and is required to be of Type A Construction, the carpark cannot be regarded as Class 2 for the purposes of determining the FRL, and any concessions for unprotected timber or FRL concessions do not apply. Therefore, pursuant to the BCA DtS requirements, all timber framing must be fire protected and the building provided with a sprinkler system in accordance with BCA Specification E1.5 unless assessed and approved through a Performance Solution. Type A Construction also requires building external walls to be entirely constructed of non-combustible materials.

1.9 BCA Performance Requirements

The subject building has been, from the documents provided, assessed as a combination of both DtS provisions and Alternative Solutions (now termed Performance Solutions).

The Building Permits reference a Fire Engineering Report prepared by RAWFiRE, and the Building Permit Stage 4 confirmed that Alternative Solutions relating to CP2, DP4 and EP2.2 were used for the project. These performance requirements are shown in Table 1.6. Accordingly, all other fire safety provisions were required to comply with the BCA DtS provisions, except as approved through the Chief Officer and/or any Dispensations or Determinations made.

Table 1.6 - BCA Performance requirements used in the building design.

<p>CP2</p> <p>(a) A building must have elements which will, to the degree necessary, avoid the spread of fire—</p> <ul style="list-style-type: none"> (i) to exits; and (ii) to sole-occupancy units and public corridors; and <p>Application:</p> <p>CP2(a)(ii) only applies to a Class 2 or 3 building or Class 4 part.</p> <ul style="list-style-type: none"> (iii) between buildings; and (iv) in a building. <p>(b) Avoidance of the spread of fire referred to in (a) must be appropriate to—</p> <ul style="list-style-type: none"> (i) the function or use of the building; and (ii) the fire load; and (iii) the potential fire intensity; and (iv) the fire hazard; and (v) the number of storeys in the building; and (vi) its proximity to other property; and (vii) any active fire safety systems installed in the building; and (viii) the size of any fire compartment; and
--

- (ix) fire brigade intervention; and
- (x) other elements they support; and
- (xi) the evacuation time.

DP4

Exits must be provided from a building to allow occupants to evacuate safely, with their number, location and dimensions being appropriate to—

- (a) the travel distance; and
- (b) the number, mobility and other characteristics of occupants; and
- (c) the function or use of the building; and
- (d) the height of the building; and
- (e) whether the exit is from above or below ground level.

EP2.2

- (a) In the event of a fire in a building the conditions in any evacuation route must be maintained for the period of time occupants take to evacuate the part of the building so that—
 - (i) the temperature will not endanger human life; and
 - (ii) the level of visibility will enable the evacuation route to be determined; and
 - (iii) the level of toxicity will not endanger human life.
- (b) The period of time occupants take to evacuate referred to in (a) must be appropriate to—
 - (i) the number, mobility and other characteristics of the occupants; and
 - (ii) the function or use of the building; and
 - (iii) the travel distance and other characteristics of the building; and
 - (iv) the fire load; and
 - (v) the potential fire intensity; and
 - (vi) the fire hazard; and
 - (vii) any active fire safety systems installed in the building; and
 - (viii) fire brigade intervention.

Limitation:

EP2.2 does not apply to an open-deck carpark or open spectator stand.

CP2 requires consideration of the proposed construction and materials in relation to preventing fire spread, which in this building involves timber framing. Similarly, EP2.2 requires consideration of the egress routes and tenability including the fire intensity and active fire safety systems. The impact of fire on the evacuation routes and characteristics of the occupants, which in this building is used for residential purposes and therefore may include vulnerable occupants, are primary components of DP4 and EP2.2.

1.10 Victorian Building Authority

The subject building has been evaluated using the Risk Assessment Tool ('**RAT**') on 26 November 2021, contributors unknown, and the following preliminary conclusions for the building were determined:

- Fire Risk Category 3
- Exit Risk Category 4

- Overall Risk is High

The Victorian Building Authority (**VBA**) issued a redated Cladding Taskforce Inspection report, VBA ID BLD-00027611, inspection date 18 November 2021, which stated that the external wall comprises a mixture of EPS, Fibre cement, precast concrete and masonry external cladding. The VBA Report appears to make no further assessment or comment on the RAT preliminary risk conclusions.

We understand the Owners Corporation have consulted with VBA regarding the Cladding Taskforce Inspection Report, and further has advised VBA that LCI has been appointed to prepare a fire engineering report regarding the issues raised. LCI has had no correspondence with VBA.

At the date of this report, we have not been advised of any statutory notices or orders in relation to fire safety at the subject building.

INFORMATION ONLY

2 Building Review

This section describes the building review based on documents and site observations. This is compared against the BCA DtS provisions and Alternative Solutions within the RAWfire fire engineering report which in combination define the fire safety provisions for the building.

2.1 Timber Framing

Site observations indicate the structural components of the building to be predominantly precast concrete panels with lightweight infill non-loadbearing walls. It appears timber framing has been used exclusively for the lightweight infill non-loadbearing walls, including the following locations as observed during site inspections:

- (a) Bounding construction between SOUs and corridors.
- (b) Bounding construction between SOUs.
- (c) External walls of apartments.
- (d) Roof structure.
- (e) External walls at roof level (level 6).

Examples of these locations are shown in the photographs in subsequent sections.

As the building is required to be of Type A Construction, the use of timber framing is only permitted within the context of BCA DtS concessions, or as a Performance Solution. As noted in Section 1.8, there are no concessions applicable for this building, therefore pursuant to BCA 2013 loadbearing walls between bounding units should be concrete or masonry to achieve an FRL of 90/90/90, and non-loadbearing walls concrete or masonry to achieve an FRL of -/60/60, refer to Section 1.8. The FER included an Alternative Solution to accept '*non-loadbearing building elements to external walls of balconies to be lightweight timber construction protected by fire rated plasterboard to achieve FRL -/90/90*'.

The FER page 37 specifies the bounding construction between the sole-occupancy units (walls and floors) are constructed of concrete or masonry, as this is included in the rational and assessment process within the Alternative Solution to permit timber framing to the balcony external walls, refer to the FER extract in Figure 2.1. We can conclude that the use of timber framing throughout the building is contrary to the FER and Building Approval in addition to being non-compliant to the BCA DtS provisions.

The adopted construction will be a fire-rated system within an FRL of -/90/90. It is expected that the fire-resistance of the wall will only be compromised where the wall has been damaged and possibly repaired incorrectly. In this instance, it is expected that fire may possibly enter the cavity of the wall. Fire spread into the cavity of the wall is not expected to traverse to adjoining sole-occupancy units as the bounding construction (walls and floor) are constructed concrete and masonry construction with required fire-resistance. Nonetheless, charring calculations have been conducted to demonstrate that the failure of the lightweight stud wall system is unlikely to occur until fire brigade intervention.

Figure 2.1 - Extract from the FER for SOU Bounding Construction

2.1.1 SOU Bounding Construction

The FER Section 10.2 page 33 includes a series of schematic drawing outlines, shown in Figures 10-1 to 10-5 representing ground to 4th floors respectively, which clearly identifies the extent of the Alternative Solution for lightweight timber framing to achieve FRL -/90/90; this applies to external balcony walls only and does not extend to SOU Bounding Construction. SOU to SOU and SOU to Corridor construction is therefore excluded from this Alternative Solution and required to comply with the BCA Dts provisions and non-combustible.

The architectural drawings detail the walls separating SOUs and Corridors as being staggered 64 mm metal stud in a 92 mm head and base track, referencing the CSR 450 system as shown in Figure 2.2. This contradicts the FER specified concrete and masonry, and the wall frames as constructed are timber framing not metal framing.

The Building Permit approved Structural Drawings, Drawing No. S02 Revision A dated March 2015, include 'CSR C14' extract as a guide to the construction of timber framed walls, this extract is shown in Figure 2.4. This advice contradicts the requirements specified in the FER for concrete and masonry, the architect specified details and the wall frames as constructed.

In summary, there is a conflict between the analysis and Alternative Solution derived in the FER, the Building Approval, the architectural drawings and the structural drawings. References to CSR450 and CSR 368 to CSR 372 systems differ. It appears from observations that none of the specified systems have been installed, nor has non-combustible materials been used.

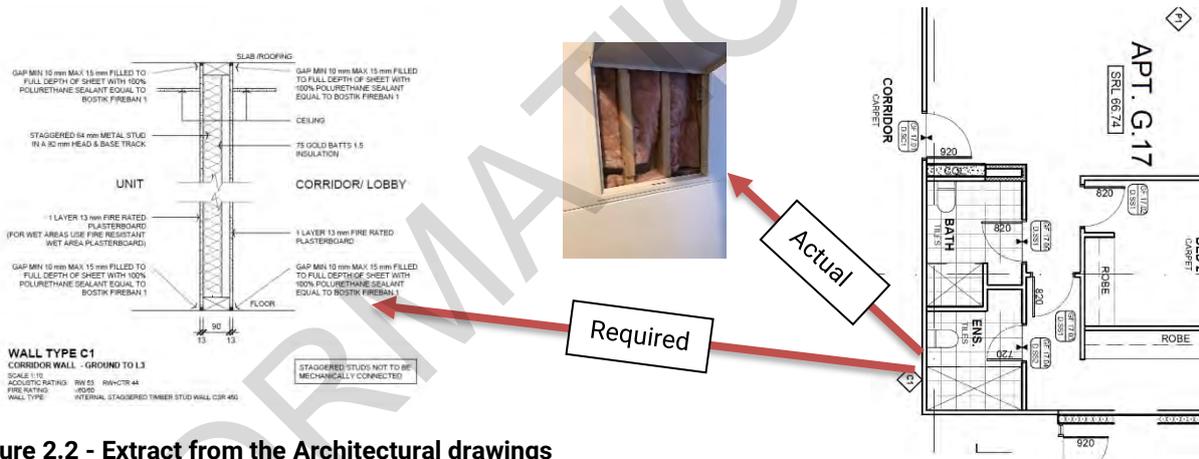


Figure 2.2 - Extract from the Architectural drawings

SYSTEM SPECIFICATION	TYPICAL LAYOUT (CSR 425a shown)	ACOUSTIC OPINION
<ul style="list-style-type: none"> Lining material as per system table. Staggered timber studs at 600mm maximum centres each side. Minimum 20mm clearance between stud and opposing lining. No noggings or any connection between studs. Cavity insulation as per system table. (Insulation may need to be cut and placed between studs). Lining material as per system table. 		<p>PKA-051</p> <p>NOT Deemed Discontinuous Construction</p>
		<p>- /60/60 and 30/30/30</p> <p>FAR 2003</p>
		<p>Both Sides</p> <p>CSR 450</p> <ul style="list-style-type: none"> 1 x 13mm GYPROCK FYR-CHEK plasterboard.

Figure 2.3 - Extract from CSR The Redbook

FRL Flame/Smoke/Heat	SYSTEM Nº	WALL LININGS	STUD DEPTH mm		
			70	90	
90/90/90 EWA-46743	CSR 368	Borel Sorel • 1 x 10mm GYPROC SUPERCHEK	CAVITY INFILL Both sides (Note in section 'A')		
			(a) 75 Gold Batts™ 1.5	63/51	64/52
			(b) 90 Gold Batts™ 2.0	64/52	65/53
			(c) 60 Soundscreen™ 1.6	63/50	64/51
			WALL THICKNESS mm		241
90/90/90 EWA-46743	CSR 369	Borel Sorel • 2 x 10mm GYPROC Plasterboard CD	CAVITY INFILL Both sides (Note in section 'A')		
			(a) 75 Gold Batts™ 1.5	64/52	65/53
			(b) 90 Gold Batts™ 2.0	65/53	66/54
			(c) 60 Soundscreen™ 1.6	64/51	65/52
			WALL THICKNESS mm		261
90/90/90 EWA-46743	CSR 370	Borel Sorel • 1 x 13mm GYPROC SOUNDCEK	CAVITY INFILL Both sides (Note in section 'A')		
			(a) 75 Gold Batts™ 1.5	64/52	65/53
			(b) 90 Gold Batts™ 2.0	65/53	66/54
			(c) 60 Soundscreen™ 1.6	64/51	65/52
			WALL THICKNESS mm		247
90/90/90 EWA-46743	CSR 371	Borel Sorel • 1 x 8mm CementGee™ Wallboard	CAVITY INFILL Both sides (Note in section 'A')		
			(a) 75 Gold Batts™ 1.5	63/50	64/52
			(b) 90 Gold Batts™ 2.0	64/51	65/53
			(c) 75 Soundscreen™ 2.0	64/50	65/52
			WALL THICKNESS mm		222
90/90/90 EWA-46743	CSR 372	Borel Sorel • 1 x 13mm GYPROC AQUACHEK Plasterboard	CAVITY INFILL Both sides (Note in section 'A')		
			(a) 75 Gold Batts™ 1.5	63/51	64/52
			(b) 90 Gold Batts™ 2.0	64/52	65/53
			(c) 60 Soundscreen™ 1.6	63/50	64/51
			WALL THICKNESS mm		247



CSR PAGE C14 EXTRACT

Figure 2.4 - Extract from BP Structural Drawings

The following photographs indicate the extent of unprotected timber wall framing installed on site. The timber framing itself is combustible and has been installed in contravention of the BCA and Building Permits, and it is also not fire protected or constructed in accordance with a tested system, so is likely to be exposed to any fire in the building. It is not expected that the installed timber frame walls will be capable of withstanding a fire or preventing fire spread, additionally the timber will also contribute to fire severity.



Figure 2.5 – Corridor concealed space (ground floor)



Figure 2.6 – SOU Bounding Construction (G.17)



Figure 2.7 – Services observed within concealed spaces include electrical, water and gas (above). No fire protection to services which penetrate SOU Bounding Construction.

In summary, timber framing appears to have been used exclusively for all lightweight non-loadbearing walls. The construction type is non-compliant to the BCA and has not been approved, except in relation to the Alternative Solution for external balcony walls, and this is subject to the remaining building being in compliance with the BCA approved Alternative Solutions and DtS requirements. In this case, the Alternative Solution required the external balcony walls to achieve FRL -/90/90 which has not been achieved. Observations on site indicate the timber framed walls do not comply with a tested prototype, in many instances the timber elements are exposed and building services penetrate walls without required fire protection.

2.2 Roof Framing

The roof structure was required to comply with BCA Table 3 to achieve an FRL 90/60/30 because the relevant concessions for unprotected timber framing do not apply as outlined in Section 1.8.

The BP issued Structural Drawings show a fire rated ceiling specified to the 4th floor ceiling below the timber roof framing, we interpret this to be the required option in conformance to BCA Specification C1.1 Clause 3.5(d). This fire rated ceiling was not installed.

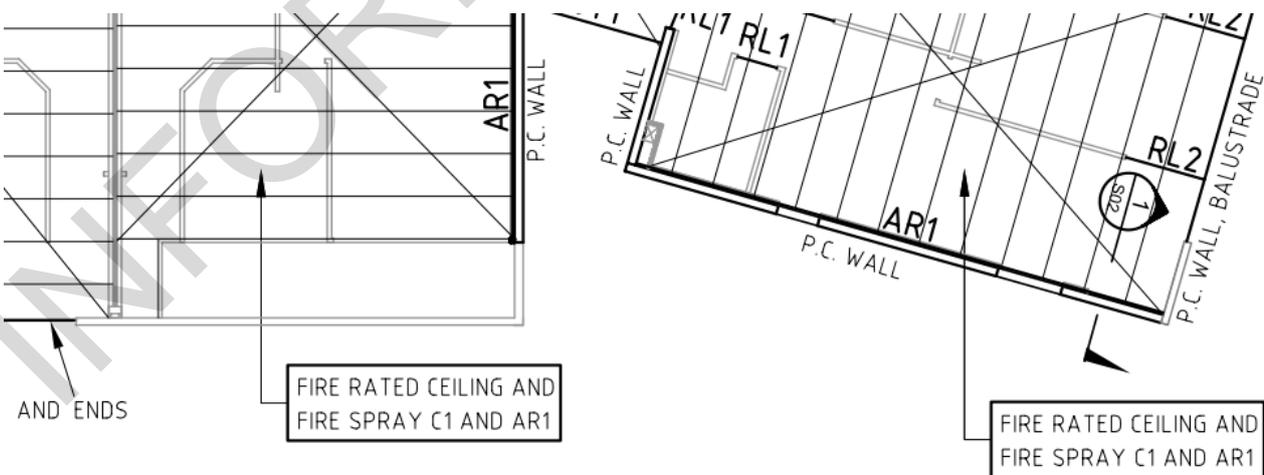


Figure 2.8 - Extract from Building Permit Stamped Structural Drawings



Figure 2.9 - Timber framing to roof structure, no fire protection or fire separation within the roof space or between SOUs, multiple services

In summary, the roof timber framing is not fire protected as required in accordance with the BCA DtS provisions, and the applicable BCA concessions do not apply. Therefore, the roof framing as observed on site is combustible and non-compliant. The 4th floor ceiling is not fire rated, such that an SOU fire which spreads to the roof space will affect the structural integrity of the roof and promote rapid fire spread and involvement of the combustible materials in the roof, to other SOUs and to the egress corridor. The impact of a fire within the 4th floor roof structure will also severely impede fire fighter safety and brigade intervention.

2.3 External Wall Construction

2.3.1 Building Orientation

As shown in the site drawing in Figure 1.1, the building has a number of elevations facing street or adjoining property and a number of elevations facing internal courtyard. For clarity we identify the results of inspections of external walls at each elevation as numbered and tabulated below, refer to Figure 2.10 and Table 2.1 below.

2.3.2 External Wall Lining Materials

The following observations were made at the site inspection of 8 February 2023. While access to some apartments on other levels and elevations were requested, these were not available.

Table 2.1 - Apartment Inspection Schedule – External Wall Materials and site observations

Apartment - Location ID	Comments
G.17 - balcony external wall, north facing courtyard, elevation 1	Expanded Polystyrene (EPS) board + render to external wall, confirmed through removal of plastic vent grill
G.12 - balcony external wall, west facing courtyard, elevation 6	EPS board + render to external wall, 75mm EPS board measured, wall comprises timber framing-plasterboard-EPS-render construction

2.6 – balcony external wall, east facing to street, elevation 3	Precast concrete dividing wall, appears CFC sheet + render
2.2 – balcony external wall, west facing to street, elevation 4	Compressed Fibre Cement (CFC) lining + render
4.2 – balcony external wall, south facing to street, elevation 2	CFC lining + render
4.18 – balcony external wall, east facing to courtyard, elevation 5	CFC lining + render
4.7 – balcony external wall, east facing to street, elevation 3	CFC lining + render
4.14 – balcony external wall, west facing to courtyard, elevation 6	CFC lining + render
Roof level corridor external wall, elevation 4	CFC lining + render

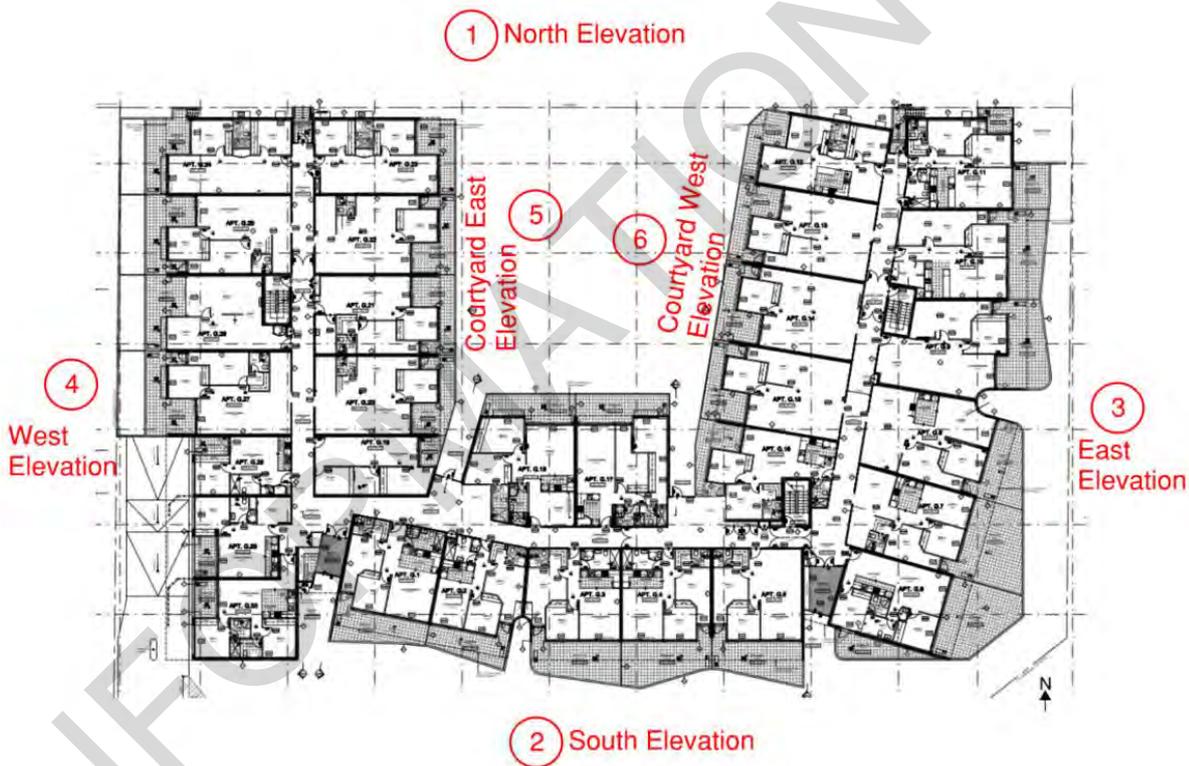


Figure 2.10 – Building Orientation and Elevation Legend

The Building Permit approved architectural drawings listed in Building Permit 007055-4, includes Drawing A2.01 C2. This Drawing is North and South Elevation Drawing A2.01 Revision C2 dated 05/11/2014 and includes the Drawing Legend shown in Figure 2.11. There is no reference or specification for the EPS or other combustible material used on the building.

TO BE READ IN CONJUNCTION WITH FINISHES SCHEDULE AND SPECIFICATION, AND DETAIL DRAWING

P1	PRECAST WALL WITH 8.3% BLACK OXIDE IN GREY CEMENT (BY WEIGHT)	S1	75 X 5MM MS STEEL BLACK METAL PICKET HOT DIP GAL. WITH APPLIED PAINT FINISH
P2	PRECAST WALL WITH SELECT TEXTURE, COLOUR TO MATCH TERRACOTTA TILES COLOR	S2	PERFORATED METAL SCREEN
R1	SELECTED RENDER FINISH ON BLOCKWORK WALL TO MATCH ABILOX TERRA COTTA 8.3% IN GREY CEMENT	S3	GARAGE DOORS AND GAS ENCLOSURE. 75 X 5 mm VERTICAL BLACK STEEL PICKET
R2	SELECTED RENDER FINISH MATCH P1	S4	75 X 5MM MS STEEL BLACK METAL PICKET PRIVACY SCREEN. HOT DIP GAL. WITH APPLIED PAINT FINISH
G1	SELECT LAMINATE SAFETY GLASS	PC1	POWDERCOAT FINISH
G2	SELECT SPANDREL PANEL GLASS	MC1	METAL CLADDING PROFILE - MATT BLACK FINISH
G3	SELECT OBSCURE GLAZED SCREEN	MC2	SELECT FC SHEET PAINTED TO MATCH MC1
G4	SELECT LAMINATE SAFETY GLASS WITH SELECT COLOURBACK STRIPE	PA1	SELECT PAINT FINISH TO PRECAST - WHITE
O/F	45X45MM STAINLES STEEL OVER FLOW POP	TM1	TIMBER FENCE

Figure 2.11 – External Wall Material Legend

Following a query to the Builder made by the Owners Corporation, a copy of 2 Tax Invoices were provided showing a total of 90 x Harditex 7.5mm 3000 x 1200 boards.

Based on the James Hardie website⁷, Harditex is the original blueboard product, a compressed fibre cement board. Harditex therefore complies with the BCA DtS Clause C1.9(e)(iv) and is deemed acceptable for the purposes of BCA compliance where non-combustible materials are required. It is noted from Table 2.1 that the majority of balcony external walls inspected were CFC lining boards + render. This is consistent with the 4th floor corridor walls at roof level which were observed to be CFC boards nailed to timber framing, refer Figure 2.12.



Figure 2.12 – Roof level CFC board nailed to timber frame

However, the balcony external walls of ground floor apartments G.17 and G.12 facing the courtyard were lined with EPS + render. The installed EPS was measured at G.12 to be ~75mm thick board. To our knowledge, the substitution of the CFC lining boards with EPS at these example locations (G.17 and G.12) has not been

⁷ https://www.jameshardie.com.au/productrange/categories/cladding/hardietex-system?gclid=CjwKCAjwq-WgBhBMEiwAzKSH6I7Et1M1Orh-y9UW46RI-VnAgT-m9_0pLPNvpgS6fes7EmA4QdyQxoCjgMQAvD_BwE

documented or approved, and we are not able to determine the extent of the EPS substitution from available documents or site access.

We also note the VBA Report⁸ identified additional locations of EPS to areas which we did not have access to and therefore could not confirm.

Access within the external wall cavity at G.12 was possible, refer to the photograph in Figure 2.13. This indicates wall construction to comprise, from inside to outside; plasterboard - timber frame - plasterboard - sarking - EPS - render. It is not known whether fire grade plasterboard has been used and whether the wall is constructed in accordance with a tested system prototype to achieve the required FRL of -/90/90 specified in the FER and Building Approval. Similarly, it could not be determined if the external walls comprising CFC - render are constructed in accordance with a tested system prototype to achieve the required FRL of -/90/90 specified in the FER and Building Approval. Furthermore, there is no Alternative Solution confirming compliance for weatherproofing to BCA13 FP1.4.



Figure 2.13 – G.12 External Wall Materials

It is evident that the EPS, at ~75mm thick, is significantly thicker than Harditex, at ~7.5mm thick. This difference is apparent when observing the detail around the door/window frames of balconies. The difference in projection of the material is shown in the photographs of Figure 2.14 which compares G.17 (observed EPS) to 4.18 (observed Harditex).

A visual review of the apartment façades from the ground floor indicates that all ground floor apartment balcony walls may be EPS based on this façade detail, refer further photographs in Figure 2.15. In comparison, Figure 2.16 shows a typical balcony façade detail on the 1st floor.

The exact extent of EPS to the balcony walls should be confirmed through detailed inspections/tests of individual apartments. Although no EPS was observed on upper levels, the balcony wall of every apartment should be inspected in detail. For the purposes of this report, based on the details observed and lack of any documentation to the contrary, it will be assumed that all ground floor apartment balcony walls comprise EPS + render on the façade.

⁸ Victorian Building Authority, Report BLD-00027611/DAREBIN/388Murray Road PRESTON 3072, 18 Nov 2021.



Figure 2.14 – Comparison of EPS and Harditex Façade



Figure 2.15 – Typical Examples of Possible EPS Façade on Ground Floor Apartments



Figure 2.16 – Typical Example of Harditex Façade on 1st Floor Apartment

In summary, external walls of apartment balconies on the ground floor appear to have been substituted with EPS + render in lieu of specified CFC lining boards. While access to only 2 ground floor apartments were obtained, visual review of façade details indicates the EPS installation is widespread, although this must be further confirmed.

EPS is combustible and not permitted as part of the external wall. External wall cavities including insulation were not available for inspection, and no documents were found to substantiate which apartments or external walls incorporated this type of construction. Refer to Section 3.1 regarding the fire behaviour of EPS.

In summary, it could not be confirmed if the external walls of balconies were constructed to achieve FRL -/90/90 as required in the FER and Building Permit, although this is unlikely based on the site observations.

2.4 Egress Provisions

The FER includes an Alternative Solution for Stairs 1, 3 and 4 to discharge internally, and for the distances between fire isolated stairs to exceed 45m. The FER required a smoke lobby at the point of discharge from each fire isolated stair, and public corridors to be separated by smoke doors. The smoke lobbies within the ground floor public corridors do not connect to exit doors.

Observations on site confirm that glazed smoke lobbies are provided to each stair door from Ground to 4th Floor, rather than only at the Ground Floor stair discharge point, and glazed smoke doors are installed to the public corridors at 3 locations from Ground to 4th Floor, except for the ground floor SW position between apartments G.19-G.28. Smoke separation formed by the smoke lobbies and smoke doors do not appear to extend to the underside of the concrete slab above, refer photographs in Figure 2.17.

An electrical switchboard cupboard is installed within the Stair 4 Ground floor smoke lobby.

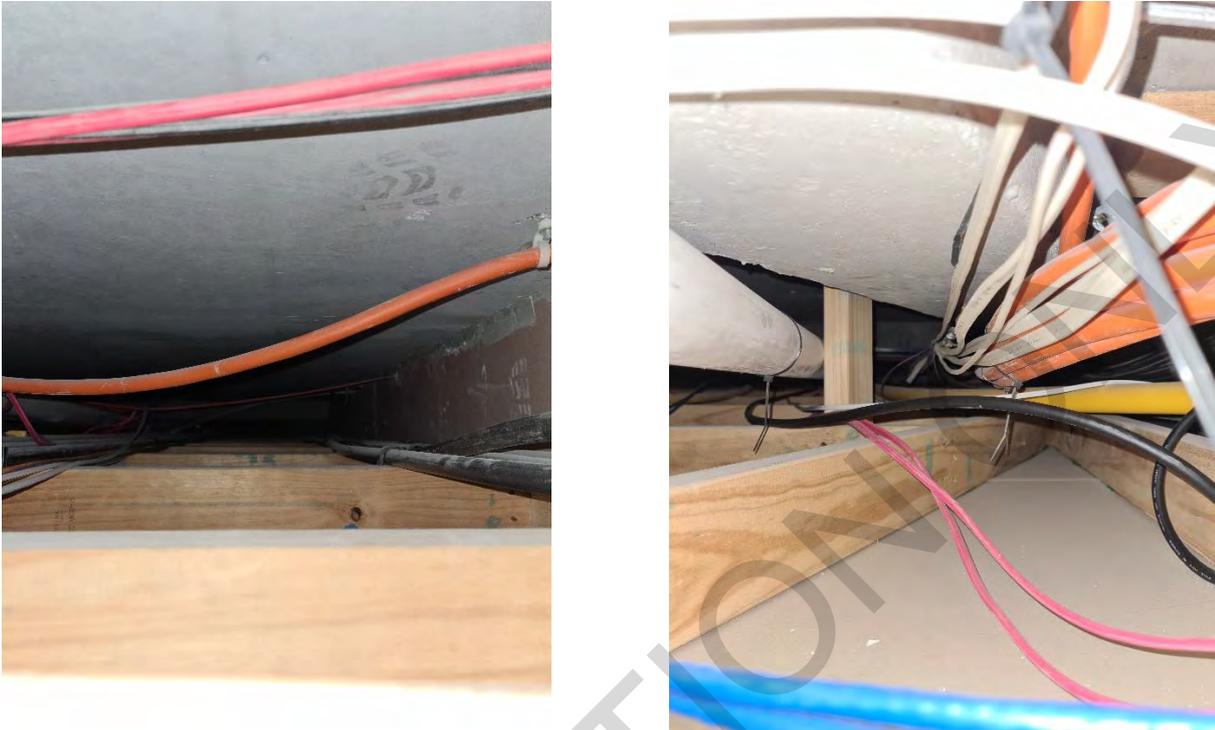


Figure 2.17 – Ground Floor Concealed Spaces Adjacent to Smoke Doors

Additionally, the FER required wall wetting sprinklers within the SOU adjacent to glazing on external paths of travel where radiant heat flux exceeds 6.4 kW/m^2 .

The FER determined the distance between Stairs 1 and 4 of 64 m and various extended travel distances of up to 12m to be acceptable. The public corridor smoke doors do not comply with BCA DtS Clause C2.14 unless the smoke proof construction extends to the underside of the concrete slab above to form a smoke proof wall. The FER is unclear but appears to require the smoke lobbies to the stair discharge points on ground floor only, and the corridor smoke doors from 1st to 4th floors only because the ground floor public corridor has numerous exits directly to outside. Accordingly, in my opinion the smoke doors on the ground floor corridor and the smoke lobbies to Stairs 1, 3 and 4 on 1st to 4th floors are additional to the FER requirements.

The stair signage was reviewed on site and appears to satisfy the FER requirements.

The heat flux assessment is specified for travel paths outside the building in proximity to an SOU, with the wall wetting sprinklers installed on the inside face of the SOU glazing. This occurs in Apartments G.11, G.12 and G15 to G.23 with a total of 26 internal wall wetting sprinklers to SOU windows. There is no sprinkler protection to the glazing forming the public corridor smoke doors and lobbies.

There are various electrical and telecommunication cupboards containing meters, boards, etc. located within the public corridors on each level. Random checks showed many were not enclosed with smoke proof construction, refer photographs in Figure 2.18 and Figure 2.19. Some cupboard doors included smoke seals, while other cupboard doors did not. The smoke proof construction is required pursuant to BCA DtS Clause D2.7(d)(v).



Figure 2.18 – Services cupboard, 4th floor



Figure 2.19 – Services cupboard, 3rd floor



LCI was provided with a preliminary investigation report regarding damage to corridor plasterboard walls, prepared by structural engineers Drew Rudd Engineers⁹. This document reported structural issues within the building which are additional to the fire safety issues assessed in this report. It is noted that discrepancies with construction of bounding walls and fire resistance levels and inconsistencies with specifications and as constructed conditions were also identified in the structural investigation report.

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⁹ 388 Murray Rd Preston, Investigation of damage to corridor plasterboard, Memorandum, Drew Rudd Engineers, 28-Feb-22.

3 Assessment

3.1 EPS Installed as External Linings to External Walls

As detailed in Section 2.3, Expanded Polystyrene (EPS) is installed to some balcony external walls, and visual review of façade thickness indicates up to xx apartments on ground are constructed with this material. Due to a lack of access, the full extent of EPS could not be established, and each apartment balcony wall must be tested to confirm all locations.

EPS is combustible and will not withstand exposure to a fire. However, literature indicates that EPS does not propagate fire spread by self-sustaining combustion and the material will initially shrink away from the fire and cease combustion when the fire source is removed. Piloted ignition is $\sim 370^{\circ}\text{C}$ for typical commercial grade EPS which, if constructed in compliance with AS 1366.3, includes a small percentage of fire retardant, usually $\sim 0.5\%$ which inhibits ignition from small ignition sources such as electrical arcs.

If EPS is installed in proximity to a fire which causes flame impingement or radiation heat flux, the EPS will likely melt and may form liquid or droplet fires which contribute to fuel load, fire severity, and fire spread. This is likely to impact the scenario analyses where the molten EPS can pool, for example on balconies which have a fire source such as BBQs or other fuel. The involvement of EPS in this manner may also expose the building structure and wall cavities to fire, thus creating a means of further fire spread and involvement of building materials.

The majority of fire research of EPS sandwich panels involves the use of EPS sandwich panels rather than EPS board. The behaviour of EPS sandwich panels which typically comprises interlocking steel faced panels with EPS core is very different to EPS board and should not be assumed similar. For example, BRANZ¹⁰ and University of Canterbury¹¹ reaches the following conclusions:

'For the vertical panel, no appreciable fire spread, or significant sustained combustion was indicated within the panel cavities themselves. The area of the Expanded Polystyrene (EPS) core that was consumed by fire was limited to the heat affected zone. The value of the flame retardant was demonstrated.'

'flame-retardant EPS will not support self-sustaining fire spread in the insulated cavity of PIP (polystyrene insulated panel) when the core is exposed to a direct radiant heat source'.

However, a literature review report (prepared by CSIRO) and full scale fire test program (undertaken by Warringtonfire) in relation to EPS + render system were commissioned by the VBA, The VBA concluded¹²:

'The rendered EPS (with fire retardant) in Exterior Insulating Finishing Systems (EIFS) as tested failed to meet the AS5113 EW classification acceptance criteria. The test results provide a clear indication that the use of rendered EPS

10 Collier, PCR et al, Improving the Fire Performance of Polystyrene Insulated Panel in New Zealand – BRANZ, New Zealand Fire Service Commission Report, April 2004.

11 Baker, GB, Performance of Expanded Polystyrene Insulated Panel Exposed to Radiant Heat, Fire Engineering Research Report 02/1, University of Canterbury, Christchurch, New Zealand, ISSN 1173-5996, 2002.

12 <https://www.vba.vic.gov.au/about/research/fire-safety-of-rendered-expanded-polystyrene-eps-in-exterior-insulation-finishing-systems-eifs-on-class-2-to-9-buildings-of-type-a-or-type-b-construction>

(with fire retardant) in EIFS would result in rapid vertical fire spread and pool fires when exposed to a large fire source, such as from a window opening or an external fire source.'

'Furthermore, it was concluded from the testing that rendered EPS in EIFS has a similar propensity for vertical fire spread to aluminium composite panels (ACP) cladding with 0% inert filler (commonly described as 100% polyethylene core) wall systems when exposed to large fire sources.'

However, the CSIRO Report also identified the following key limitations:

'The test (AS 5113-2016) applies a large crib fire source. Fire sources that could potentially result in similar fire exposure are post flashover apartment fires with flames emerging from windows or large external fire sources.'

'The test does not simulate a medium sized balcony fire of the order of 100 kW – 300 kW, or Building to Building fire spread.'

Given all information available, it can be concluded that a fire which involves the EPS as installed on some balcony walls of this building is likely to melt and contribute to local fire severity without necessarily resulting in façade fire spread on the external face of the building via the EPS. This is because the EPS is not continuous on the façade but is restricted to mostly individual balconies on ground floor. However, the building is not sprinkler protected and therefore flashover fires are credible fire scenarios, and wall materials (timber framing) and wall cavities would likely be exposed during these scenarios, thus promoting horizontal spread between SOUs since the EPS will not inhibit fire exposure to the structure.

3.2 Timber Framing

As detailed in Sections 2.1, 2.2 and 2.3, unprotected timber framing is used extensively for lightweight non-loadbearing walls. Timber framing may be suitable where permitted by the BCA DtS provisions and associated concessions, and where fire protected in accordance with a tested system prototype. As the building is not sprinkler protected, total reliance on the timber wall structure is necessary to prevent:

- Fire and smoke spread between apartments.
- Fire and smoke spread to public corridors.
- Fire spread from a balcony fire to the apartment.

And maintain:

- Structural adequacy of the roof.
- Structural adequacy of the 4th floor external walls.

Based on the defects observed on site, it can be concluded that reliance on the timber structure to achieve the requisite levels of fire safety for this building are not met, and credible fire scenarios involving an apartment or balcony fire will not be mitigated by the existing construction.

3.3 Egress

As detailed in Section 2.4, the egress provisions incorporate significant travel distances and separation of exits which vary considerably from the BCA DtS provisions. These performance solutions are reliant upon protection of

the public corridors by construction to prevent fire and spread to paths of travel. These outcomes cannot be assured due to the defects identified in the bounding construction.

The egress design and defects observed on site may contribute to fire and smoke spread to paths of travel and result in untenable conditions for credible fire scenarios, for example an apartment fire or fire in an electrical or telecommunications distribution board. The public corridor smoke doors on ground floor are not considered to make an appreciable difference to fire safety due to the number of available exit doors. However, the smoke lobbies to all stair doors on 1st to 4th floors are considered additional to the FER requirements and will improve the level of fire safety and may be suitable as safe refuges, subject to consideration of any fire safety upgrades.

3.4 Impact of Building Defects on BCA DtS Provisions

A summary of the observed defects against the BCA2019 DtS provisions are identified in Table 3.2. These issues must be addressed in formulating a fire safety solution for this building.

Table 3.1 – Impact of Building Defects on BCA 2019 DtS Provisions

Item	BCA Clauses	Impact
Bounding Construction comprises unprotected timber framing, is not installed in accordance with a tested system prototype or does not achieve FRL -/60/60.	CP2 Specification C1.1, Table 1.6	Construction may not adequately prevent fire and smoke spread from an SOU to other SOUs and public corridors, or from public areas to SOUs. Major egress routes may be exposed for credible fire scenarios.
Roof structure comprises unprotected timber framing.	CP1 Specification C1.1, Table 1.6	Unprotected timber used for roof framing is combustible and has no FRL or separation from 4 th floor SOUs or public corridors. The structure may be exposed for credible fire scenarios, and impact to fire brigade intervention is significant.
External balcony walls comprise EPS board products.	CP2 & CP4 C1.9	Combustible external wall materials may promote external fire spread. External fire spread can affect multiple levels simultaneously, therefore impacting evacuation and fire brigade intervention for credible fire scenarios.
Public corridors include services equipment cupboards without smoke separation.	CP4, CP6 & DP6 D2.7	Construction does not prevent spread of smoke from services equipment to corridors for credible fire scenarios.

In addition to the above, the following BCA2019 DtS Provision will apply:

Table 3.2 – Relevant BCA2019 DtS Provision

Item	BCA Clauses	Impact
Sprinkler System	E1.5, Vic Table E1.5 & Vic Specification E1.5 EP1.4	Class 2 or 3 building and any other class of building containing a Class 2 or 3 part. Throughout the whole building, including any part of another class, if any part of the building has a rise in storeys of 4 or more and an effective height of not more than 25 m.

This requirement for sprinkler protection in BCA2019 DtS Provisions was not prescribed in the BCA when the building was constructed. However, any fire safety design solution now undertaken will have to consider this requirement within the assessment. BCA2019 Vic Specification E1.5a for Class 2 and 3 buildings not more than 25 m in effective height is shown in Figure 3.1:

Vic Specification E1.5a Class 2 and 3 buildings not more than 25 m in effective height

2. System requirements

- (a) A *required automatic* fire sprinkler system installed in a Class 2 or 3 building with an *effective height* of not more than 25 m and a *rise in storeys* of 4 or more must comply with—
- (i) AS 2118.1 except clause 5.9.10 of AS 2118.1 does not apply and is replaced with 'Covered balconies shall be sprinkler protected'; or
 - (ii) AS 2118.4, as applicable; or
 - (iii) FPAA101D—
 - (A) except for *residential care buildings (Vic)*; and
 - (B) except that clause 2.2.1 of FPAA101D applies as if the first paragraph is replaced with 'Covered balconies shall be sprinkler protected'; or
 - (iv) FPAA101H—
 - (A) except for *residential care buildings (Vic)*; and
 - (B) except that clause 3.5.2.8 of FPAA101H applies as if the first paragraph is replaced with 'Covered balconies shall be sprinkler protected'; and
 - (C) except that clause 3.5.3 of FPAA101H applies as if it is replaced with—

3.5.3 Class 5, 6, 7, 8 and 9 parts of the building

The location and spacing of sprinklers in Class 5, 6, 7, 8 and 9b parts of the building shall be in accordance with Section 5 of AS 2118.1:2017.

The location and spacing of sprinklers in Class 9a and 9c parts of the building shall be in accordance with Section 5 of AS 2118.1:2017 except that clause 5.9.10 of AS 2118.1 does not apply and is replaced with 'Covered balconies shall be sprinkler protected'.

Figure 3.1 – BCA2019 Vic Specification E1.5a extract

This DtS Provision requires sprinkler protection to AS 2118.1, AS 2118.4, FPAA101D or FPAA101H throughout this building, explicitly including covered balconies.

3.5 Impact of Building Defects on Alternative Solutions

Descriptions of each existing Alternative Solution, refer Table 1.4, are reproduced below in Table 3.3 with commentary regarding the impact of the building defects identified through document review and site observations. These issues must be addressed in formulating a fire safety solution for this building.

Table 3.3 – Impact of Defects on Alternative Solutions

Alternative Solution Item	BCA Clauses	Impact
Non-loadbearing building elements for the external walls to balconies may be lightweight timber construction protected by means of fire rated plasterboard with an FRL -/90/90.	CP2 Specification C1.1, Clause 3.1(b)	Construction does not achieve BCA DtS requirements or Alternative Solution. Construction cannot be relied upon to prevent balcony fire spread to an apartment.
Up to 13m from Apartments 1.11 and 2.11 to stair 3 and up to 12m from Apartments 1.23 to stair 4. 50m from Northwest corner of stair 1 within the basement level carpark.	DP4 & EP2.2 D1.4(a) & D1.4(c)	Bounding Construction does not achieve BCA DtS requirements; therefore egress and paths of travel may be exposed for credible internal fire scenarios.

Alternative Solution Item	BCA Clauses	Impact
Distance between the fire isolated stairways 1 & 4 on level 1, 2, 3 and 4 to be 64m in lieu of 45m.	DP4 D1.5	Bounding Construction does not achieve BCA DtS requirements; therefore egress and paths of travel may be exposed for credible internal fire scenarios.
Each fire isolated stair discharges internally to the ground floor whereby occupants are required to travel to the closest exit and discharge to an area where the egress path to the road/open space necessitates passing within 6m of openings in the external wall of the same building.	DP4 D1.7(c)	Bounding Construction does not achieve BCA DtS requirements; therefore egress and paths of travel may be exposed for credible internal fire scenarios.
No separation between rising and descending stair flights to fire isolated stair 1.	DP4 D2.4	Minimal impact, although Bounding Construction does not achieve BCA DtS requirements, therefore egress and paths of travel may be exposed for credible internal fire scenarios.
To permit fire brigade booster to be located within 10 metres of the building	E1.3 & AS 2419.1-2005 EP1.3	Location of booster connections are not considered impacted by the building defects.
To permit sprinkler control valves to be located in the basement.	E1.5 & AS 2118.1-1999 EP1.4	Location of sprinkler control valves is not considered impacted by the building defects; access to basement via direct fire isolated stair from street, and basement is sprinkler protected.
To permit water meter to be provided on the fire service.	E.1.3 & AS 2419.1-2005 EP1.3	Building defects considered have no impact to Alternative Solution.

3.6 Methodology

A combination of Table 3.2, Table 3.2 and Table 3.3 provides a thorough summary of the fire safety issues to be assessed in order to resolve the building fire safety non-compliances, with 2 primary options considered viable:

1. Compliance with the BCA DtS provisions and FER Alternative Solution requirements, as stipulated on the Building Approval documents. This would necessitate rectification of all defects in accordance with the original building approval documents and due to the extensive work scope will likely require consideration of a sprinkler system, subject to the approval authority.
2. Preparation of a new Performance Solution in accordance with BCA2019, developed in consideration of the identified defects, existing building limitations and BCA2019 requirements.

3.6.1 Option 1: Compliance to Original Building Approval

Rectification of the building defects through compliance with the original building approval documents, BCA DtS Provisions valid at the time of Building Permit, would require substantial demolition of the existing non-loadbearing bounding wall construction throughout the building, and reconstruction to achieve the required FRL. The 4th floor ceiling would require removal and replacement to achieve the required FRL, alternatively the roof structure removed and rebuilt in accordance with the required FRL. It is envisaged the building could not be habitable during such extensive rectification works.

It is also likely that full compliance with the BCA DtS provisions could not be achieved due to existing building construction limitations, therefore development of Performance Solutions during remediation works would be necessary anyway. Development of a fire engineering solution in the absence of detailed design and building input

may not capture any difficulties in implementation, therefore this process has the potential to also create unknown outcomes.

3.6.2 Option 2: Develop new Fire Safety Design Solution

Rectification of the building defects through preparation of a new fire safety design solution can be achieved through a fire risk assessment framework to determine the upgrade scope '*so far as is reasonably practicable*' (SFAIRP). Compliance could then be achieved through submission to the Building Appeals Board or via a Relevant Building Surveyor acceptance of the design solution. Using this approach, all identified BCA DtS variations and all Alternative Solutions affected by existing conditions will be reassessed to determine an appropriate fire safety strategy and design solution, using the BCA2019 compliance level.

As EPS is installed to parts of the balcony façade, the fire risk based methodology will be based on the Engineers Australia Society of Fire Safety (SFS) Practice Guide for façade/external wall fire safety design¹³. The Guide prescribes a methodology for assessment of existing buildings which is divided into three phases:

- (a) Phase 1 – Initial Review; a series of questions to enable the engineer to generate a hazard identification profile and primary risk rating.
- (b) Phase 2 – Detailed Assessment: the same questions in more detail to help the engineer generate a comprehensive risk rating.
- (c) Phase 3 – Remedial Measures and Rectification Works: of guidance to the engineer on the level of removal, reduction or management needed to reduce the risk rating.

The SFS Practice Guide also describes the '*as low as reasonably practicable*' (ALARP) approach versus '*so far as is reasonably practicable*' (SFAIRP) approach for risk management and recommends the SFAIRP approach to be adopted where agreed by stakeholders. SFAIRP is a precaution based methodology where the fire risk is identified and solutions implemented until it is no longer reasonably practicable, this is shown in Figure 3.2.

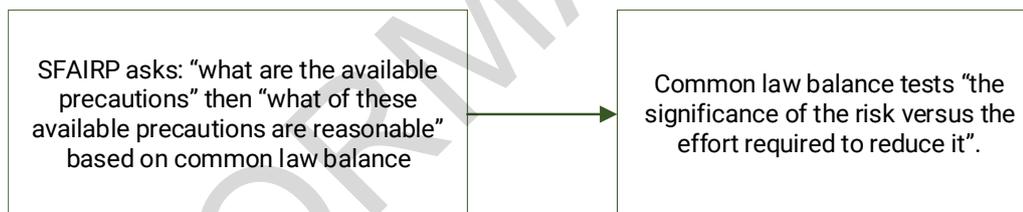


Figure 3.2: SFAIRP basis

The purpose of the SFAIRP approach, outlined in Figure 3.3, is to demonstrate that all reasonably practicable precautions to reduce fire risk are in place, in context to the fire safety objectives applicable; i.e. what can be done should be done unless it is unreasonable in the circumstances.

Preventability is established through the hierarchy of controls, which prioritises in order: - elimination, substitution, engineering controls, administrative controls and personal protective clothing and equipment.

¹³ Society of Fire Safety Practice Guide Façade/External Wall Fire Safety Design, Engineers Australia Society of Fire Safety, March 2019.

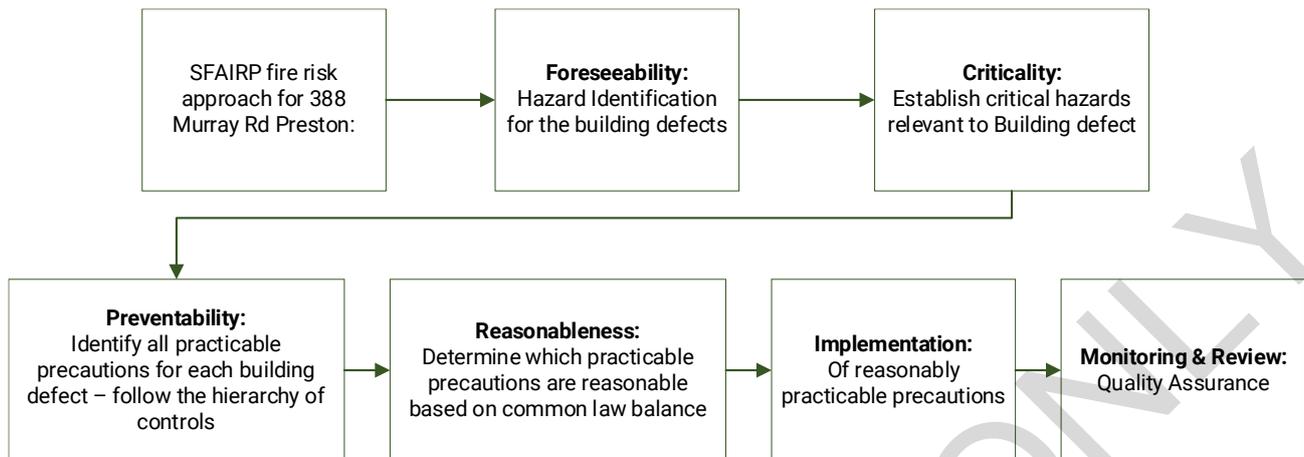


Figure 3.3: SFAIRP Approach

The reference to and acceptance of *reasonable* in this context is balanced through the involvement and endorsement of relevant stakeholders and the Building Appeals Board, the methodology within the *Australian Fire Engineering Guidelines 2005 (AFEG)*¹⁴, the Engineers Australia Society of Fire Safety (SFS) *Practice Guide Façade/External Wall Fire Safety Design*¹³, *Code of Practice*¹⁵, and the *Position on the Role of Registered Practitioners in Fire Safety Engineering*¹⁶ as relevant to this project.

The SFS PG¹³ cites Chief Justice Gibbs of the High Court of Australia:

“Where it is possible to guard against a foreseeable risk, which, though perhaps not great, nevertheless cannot be called remote or fanciful, by adopting a means, which involves little difficulty or expense, the failure to adopt such means will in general be negligent”.

3.7 Relevant Performance Requirements

For each issue, the relevant BCA2019 performance requirements are identified below. Following the outcomes in the fire risk assessment, a qualitative assessment will be prepared against each relevant performance requirement applicable to the issue. Note: each performance requirement is only reproduced once.

3.7.1 Unprotected Timber Roof Framing; CP1

CP1 Structural stability during a fire

A building must have elements which will, maintain structural stability during a fire appropriate to—

- (a) the function or use of the building; and
- (b) the fire load; and

14 Australian Fire Engineering Guidelines, Australian Building Codes Board, 2021.
 15 Code of Practice for Fire Safety Design, Certification & Peer Review to determine compliance with the Building Code of Australia, Engineers Australia Society of Fire Safety, June 2003.
 16 Position on the Role of Registered Practitioners in Fire Safety Engineering, Version 2, Engineers Australia Society of Fire Safety, 15 February 2011.

- (c) the potential fire intensity; and
- (d) the fire hazard; and
- (e) the height of the building; and
- (f) its proximity to other property; and
- (g) any active fire safety systems installed in the building; and
- (h) the size of any fire compartment; and
- (i) fire brigade intervention; and
- (j) other elements they support; and
- (k) the evacuation time.

3.7.2 Non-loadbearing Bounding Construction; CP2

CP2 Spread of fire

- (l) A building must have elements which will, to the degree necessary, avoid the spread of fire—
 - (i) to exits; and
 - (ii) to sole-occupancy units and public corridors; and

Application:

CP2(a)(ii) only applies to a Class 2 or 3 building or Class 4 part.

- (iii) between buildings; and
- (iv) in a building.
- (m) Avoidance of the spread of fire referred to in (a) must be appropriate to—
 - (i) the function or use of the building; and
 - (ii) the fire load; and
 - (iii) the potential fire intensity; and
 - (iv) the fire hazard; and
 - (v) the number of storeys in the building; and
 - (vi) its proximity to other property; and
 - (vii) any active fire safety systems installed in the building; and
 - (viii) the size of any fire compartment; and
 - (ix) fire brigade intervention; and
 - (x) other elements they support; and
 - (xi) the evacuation time.

3.7.3 Combustible Façade Materials; CP2 and CP4

CP4 Safe conditions for evacuation

To maintain tenable conditions during occupant evacuation, a material and an assembly must, to the degree necessary, resist the spread of fire and limit the generation of smoke and heat, and any toxic gases likely to be produced, appropriate to—

- (a) the evacuation time; and
- (b) the number, mobility and other characteristics of occupants; and

- (c) the function or use of the building; and
- (d) any active fire safety systems installed in the building.

Application:

CP4 applies to linings, materials and assemblies in a Class 2 to 9 building.

3.7.4 Smoke Proof Services Enclosure in Public Corridors; CP4, CP6 & DP6

CP6 Fire protection of service equipment

A building must have elements, which will, to the degree necessary, avoid the spread of fire from service equipment having—

- (a) a high fire hazard; or
- (b) a potential for explosion resulting from a high fire hazard.

DP6 Paths of travel to exits

So that occupants can safely evacuate the building, paths of travel to exits must have dimensions appropriate to—

- (a) the number, mobility and other characteristics of occupants; and
- (b) the function or use of the building.

Application:

DP6 does not apply to the internal parts of a sole-occupancy unit in a Class 2 or 3 building or Class 4 part of a building.

3.7.5 Sprinkler System; EP1.4

EP1.4 Automatic fire suppression systems

An automatic fire suppression system must be installed to the degree necessary to control the development and spread of fire appropriate to—

- (a) the size of the fire compartment; and
- (b) the function or use of the building; and
- (c) the fire hazard; and
- (d) the height of the building.

3.7.6 Egress Provisions; DP4 & EP2.2

DP4

Exits must be provided from a building to allow occupants to evacuate safely, with their number, location and dimensions being appropriate to—

- (a) the travel distance; and
- (b) the number, mobility and other characteristics of occupants; and
- (c) the function or use of the building; and
- (d) the height of the building; and
- (e) whether the exit is from above or below ground level.

EP2.2

- (c) In the event of a fire in a building the conditions in any evacuation route must be maintained for the period of time occupants take to evacuate the part of the building so that—
 - (i) the temperature will not endanger human life; and
 - (ii) the level of visibility will enable the evacuation route to be determined; and
 - (iii) the level of toxicity will not endanger human life.
- (d) The period of time occupants take to evacuate referred to in (a) must be appropriate to—
 - (i) the number, mobility and other characteristics of the occupants; and
 - (ii) the function or use of the building; and
 - (iii) the travel distance and other characteristics of the building; and
 - (iv) the fire load; and
 - (v) the potential fire intensity; and
 - (vi) the fire hazard; and
 - (vii) any active fire safety systems installed in the building; and
 - (viii) fire brigade intervention.

Limitation:

EP2.2 does not apply to an open-deck carpark or open spectator stand.

4 Fire Safety Engineering Analyses

4.1 Sprinkler System

4.1.1 Introduction

Because the building defects incorporate combustible materials, credible fire scenarios can readily involve critical building elements which cannot be mitigated except through reconstruction or fire control and extinguishment. As noted previously, reconstruction to achieve compliance is an option but is not reasonably practicable. Therefore, sprinkler protection will initially be assessed to determine whether a reasonably practicable fire safety solution can be derived.

An automatic fire sprinkler system has a proven record of performance and reliability due to its effectiveness at the point of fire ignition, thus can form the fundamental basis of a robust and reliable fire safety strategy. Furthermore, a sprinkler system for this building will enable a flexible design approach with regard to building defects and existing construction limitations.

4.1.2 Sprinkler Statistical Records – HW Marryatt

Historical sprinkler records collated by Marryatt¹⁷ in *A Century of Automatic Sprinkler Protection in Australia and New Zealand 1886-1986*, indicates the following data relating specifically to fires in sprinkler protected buildings which occurred through exposure of external combustibles:

- (a) 77 fires are recorded where internal sprinklers operated from major and minor exposure of external combustibles, including bushfires.
- (b) Of these 77 recorded fires, 3 were identified as not controlled by the building's internal sprinkler system. The 3 fires uncontrolled were the result of severe exposure resulting in timber mills (2 fires where the total number of sprinklers activated were 36 and 230), and a plastics factory (1 fire where the total number of sprinklers activated was 72) and therefore these incidents have limited relevance to this report.

The reliability of sprinkler systems has been reported in many literature sources. The reported value depends on the source and interpretation of data and is typically estimated to be 95%, refer references in Section 4.1.3 below; hence the overall performance of sprinkler systems in controlling or extinguishing a fire is excellent and far superior to other fire safety measures.

Of the total number of fires recorded in sprinkler protected buildings where sprinklers did not control the fire, the attributed causes as summarised in Table 4.1 have been identified in terms of relevance to this situation.

Table 4.1: Fire causes where sprinklers did not control the fire.

¹⁷ *A Century of Automatic Sprinkler Protection in Australia and New Zealand 1886-1986*, Australian Fire Protection Association, 1988; Authored by HW Marryatt.

Cause	Percentage	Relevance to this fire risk assessment
Severe external exposure	10%	Unlikely for non-combustible external wall materials and sprinkler protection to balconies
Unprotected area within or attached to the building	25%	Unlikely for correctly designed and installed sprinkler system
Explosions	8%	Unlikely
Hazard severity and fire load	33%	Possible storage areas
Inadequate water supply	4%	Unlikely for a correctly design and installed sprinkler system
Incendiarism	4%	Feasible but mitigated by a correctly designed and installed sprinkler system with monitored valve devices, secure building entry and non-combustible external wall materials
Flammable liquids	8%	Unlikely
Other factors	8%	Non-specific cause

The sprinkler system statistics indicate the typical failure modes where sprinklers may be inadequate, and of these the most obvious application for this site will be non-sprinkler protected areas. Compliance with AS 2118.1 will mitigate such occurrences.

4.1.3 Sprinkler System Performance

The performance of sprinkler systems has been demonstrated in full scale fire tests and is well documented. A correctly designed and installed automatic sprinkler system can control the fire (if not extinguish the fire), restricting fire growth and spread, minimising the risk of flashover¹⁸. A maximum temperature of approximately 200°C has been reported from fire tests performed in enclosures up to 3.6 m high with fires shielded from sprinkler discharge¹⁹. Sprinklers have also been shown to prevent untenable conditions within and beyond the room of fire origin, provided occupants do not have intimate contact with the fire and shielding of the fire does not occur²⁰.

Therefore, where sprinklers operate successfully (fire is controlled or suppressed), it is reasonable to assume conservative air / smoke temperature of:

- (a) Below 200°C within the area of sprinkler operation except in the immediate vicinity of the flames.
- (b) Below 100°C outside the immediate area of sprinkler operation²⁰.

¹⁸ RE Solomon, Automatic Sprinkler Systems Handbook, 5th Edition, NFPA, 1991.

¹⁹ Mawhinney JR and Tamura GT, The Effect of Automatic Sprinkler Protection on Smoke Control Systems, ASHRAE Transaction, Vol. 100, No. 1, 1994, pp. 494-513.

²⁰ England JP et al, Guide for the Design of Fire Resistance Barriers and Structures, Warrington Fire Research (Aust) Pty Ltd, Melbourne, 2000, pp29-31.

Such temperatures are not expected to have any significant impact on the internal building structure materials such as concrete, steel and plasterboard. Additionally, timber framing protected with plasterboard is unlikely to be threatened under these conditions.

An internal fire arising in non-sprinkler protected enclosures, or at the building perimeter abutting the external walls, may have the potential to ignite external cladding after which the internal sprinkler system cannot be relied upon to mitigate the fire risk.

4.1.4 Sprinkler System Reliability

The reliability of sprinkler systems has been reported in many literature sources. The reported value depends on the source and interpretation of data and is typically estimated to be 95%.^{20,21.}

The outcomes of some of these studies are summarised below:

- (a) Marrayat¹⁷ has quoted a reliability of 99.5% in Australia; however, this value is based on successful sprinkler operation where at least 1 sprinkler activated and does not include data where the sprinkler failed to operate or water supplies were not available.
- (b) NFPA data²² for US fires indicated that sprinklers failed to operate in about 7% of building fires where two-thirds of these failures were due to the system being shut off prior to the fire. Therefore, the reliability can be deduced to be around 93% to 98%, depending on the interpretation of the data.
- (c) Australia fire statistics^{23,24,25,26} during the period 1989 to 1994 indicate the reliability of sprinkler systems is approximately 95% with most causes of failure being associated with inadequate water supply.
- (d) British Standard PD 7974-7²⁷ suggests the reliability of new sprinkler systems for life safety is typically 90% and is up to 95% where there is statutory enforcement of the system. These values include consideration of failures such as accidental or deliberate isolation of the system.
- (e) Bukowski²⁸ reported the reliability of sprinklers for institutional occupancies to be about 96.6%.

As indicated above, the reliability of sprinklers is relatively high when compared to other active and passive fire protection systems:

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- 21 Nash P and Young RA, Automatic Sprinkler Systems for Fire Protection, 2nd Ed, Paramount Publishing Limited, Hertfordshire, UK, 1991.
 - 22 Rohr KD and Hall JR Jr, US experience with sprinklers and other fire extinguishing equipment, National Fire Protection Association, Quincy, US, 2005.
 - 23 Australian National Fire Incident Statistics 1989-90, CSIRO Technical Report 92/5, 1992.
 - 24 Australian National Fire Incident Statistics 1990-91, 1991-92, CSIRO Technical Report 93/4, 1993.
 - 25 Australian National Fire Incident Statistics 1992-93, CSIRO Technical Report 95/1, 1995.
 - 26 Australian National Fire Incident Statistics 1993-94, CSIRO Technical Report 97/2, 1997.
 - 27 PD 7974-7: 2003, Application of fire safety engineering principles to the design of buildings – Part 7: Probabilistic risk assessment, BSI, UK, 2003.
 - 28 Bukowski RW, Budnick EK and Schemel CF, Estimates of the Operational Reliability of Fire Protection Systems, International Conference on Fire Research and Engineering (ICFRE3) 3rd Proceedings, SFPE, Boston, pp. 87-98, 1999.

- (a) PD 7974-7 reported over 40% of fire doors would fail to act as intended based on available data; CIBSE Guide E²⁹ (p.11-2) reported the probability of fire doors being blocked open and self-closing doors failing to close correctly to be 0.3 and 0.2 respectively; Kettle³⁰ reported in his survey of 25 properties that about 34% of single-leaf and 53% of double-leaf fire doors had faults which would prevent self or automatic closure of the door leaves. This data puts the reliability of fire doors in the range of 50% to 60%.
- (b) PD 7974-7 reported the probability that at least 75% of the designated FRL (e.g. 90 minutes for a 120 minute FRL) will be achieved for the following fire resisting structure is:
- 25% for suspended ceilings,
 - 40% for glazed elements, and
 - 65% for partition walls.
- (c) The reliability of stair pressurisation system has been reported to range between 28% to 36% and the main contribution to the lack of reliability was the building construction and door hardware. If construction faults were excluded, the reliability would be between 47% to 60%.³¹
- (d) The likely reliability of zone smoke control system has been estimated by Zhao³² to be about 52% to 62% for a building with 5 to 20 stories.

4.1.5 Conclusions

Because a correctly designed and maintained automatic fire sprinkler system will either control or extinguish a fire at the source, deficiencies in FRL construction can be mitigated. However while the sprinkler system is designed to limit fire severity, quantities of smoke may still be developed for shielded fires. This leads to a solution which may adopt FRL deficiencies but still requires smoke proof construction, which has the additional benefit of protecting timber framing from direct flame exposure during the early stages of a fire. Accordingly, the combination of sprinkler protection and smoke proof construction will achieve a reasonable level of fire safety.

4.2 BCA DtS Sprinkler Options and Concessions

As identified in Figure 3.1, a number of sprinkler design options are available within the BCA2019 DtS provisions. The salient features of the relevant Australian sprinkler standards which form part of the design solution are outlined below with their corresponding scope, design criteria, limitations and BCA concessions.

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- 29 CIBSE Guide E: Fire Safety Engineering, 3rd edition, The Chartered Institution of Building Services Engineers London, The Charlesworth Group, UK, 2010.
- 30 Kettle SM, An Investigation of the Fire Resisting Doorset in Practice, Timber Research and Development Association, UK, 1981.
- 31 Effectiveness of Fire Safety Systems for Use in Quantitative Risk Assessments, New Zealand Fire Service Commission, Research Report No. 89, June 2008.
- 32 Zhao L, Reliability of Stair Pressurisation and Zone Smoke Control Systems, Fire Code Reform Centre, Technical Report FCRC-TR 98-05, Australia, 1998.

4.2.1 Australian Standard AS 2118.1 – 2017

Australian Standard AS 2118.1 – 2017 is the primary sprinkler standard and covers all sprinkler system types. Design is based on occupancy hazard with different criteria applicable to different risks. There are restrictions on coverage, spacing, location of sprinklers, etc. to ensure all areas are appropriately protected. Concealed space protection within the roof space would be necessary and in Victoria protection of covered balconies is required.

For this building, the hydraulic design (Clause 9.2) is based on the 4 most hydraulically unfavourable sprinklers with a minimum discharge density of 4.1 mm/min/m² (for areas where residential sprinklers are fitted) and the 6 most hydraulically unfavourable sprinklers with a minimum head pressure of 70kPa from each sprinkler (for areas where standard coverage sprinklers are fitted). Water supply may be combined with the fire hydrant system subject to satisfactory hydraulic capability, requirements are determined based on reliability considerations to ensure continuity of supply. Ancillary equipment such as control valves, test facilities, monitoring devices, etc. are specified to ensure performance and reliability conditions are met.

4.2.2 BCA Concessions for AS 2118.1 sprinkler protected Class 2 buildings

- (a) Service penetrations through non-loadbearing internal walls and shafts constructed of fire protected timber [SPEC C1.1] may be reduced to FRL -/60/15.
- (b) All non-loadbearing internal walls and shafts constructed of fire protected timber may be reduced to FRL -/60/60.
- (c) Self-closing fire doors [C3.8 & C3.11] can be reduced to FRL -/30/30.
- (d) Maximum distance of travel from an SOU to a single exit [D1.4(a)(i)(A)] may be increased from 6m to 12m.
- (e) Maximum distance of travel from an SOU to a single exit serving the storey at the level of egress to a road or open space [D1.4(a)(i)(B)] may be increased to 30m.
- (f) The maximum distance between alternative exits [D1.4(c)(i)] may be 60m.

4.2.3 Australian Standard AS 2118.4 – 2012

Australian Standard AS 2118.4 – 2012 is primarily a residential sprinkler standard for sprinkler protection of accommodation buildings not exceeding 4 storeys in height. The standard requires residential sprinklers to be used throughout accommodation areas; residential sprinklers are listed accordingly and designed to achieve survivable conditions in the room of fire origin. Hence a residential sprinkler system is intended to prevent flashover in the room of fire origin and improve the chance for occupants to escape or be evacuated.

Due to the characteristic water discharge and spray pattern, residential sprinklers have specific installation conditions including conditions on locations, clearances to beams and obstructions, minimum pressure and flow, etc. In Victoria, protection of covered balconies is required, but sprinkler protection is permitted to be omitted from various building spaces as permitted in Clauses 2.2.2 & 2.2.3: for example:

- Concealed spaces less than 200mm in depth.
- Cupboards and Wardrobes less than 3m².
- Toilets and bathrooms.
- Open external porches, balconies, carport, walkways and stairs.

The hydraulic design is based on the most hydraulically unfavourable sprinklers within an enclosure up to a maximum of 4. Concessions are also permitted for water supply, valving, test facilities, etc.

4.2.4 BCA Concessions for AS 2118.4 sprinkler protected Class 2 buildings

- (a) Service penetrations through non-loadbearing internal walls and shafts constructed of fire protected timber [SPEC C1.1] may be reduced to FRL -/60/15;
- (b) All non-loadbearing internal walls and shafts constructed of fire protected timber may be reduced to FRL -/60/60;
- (c) Self-closing fire doors [C3.8 & C3.11] can be reduced to FRL -/30/30;
- (d) Maximum distance of travel from a single exit [D1.4(a)(i)(A)] may be increased from 6m to 12m;
- (e) Maximum distance of travel from a single exit serving the storey at the level of egress to a road or open space [D1.4(a)(i)(B)] may be increased to 30m.
- (f) The maximum distance between alternative exits [D1.4(c)(i)] may be 60m.

There are no BCA DtS concessions to omit or remove FRL in relation to timber construction.

4.2.5 Technical Specifications FPAA101H and FPAA101D

Technical Specifications FPAA101H (Hydrant water supply) and FPAA101D (Drinking water supply) are recent publications and only referenced within BCA 2019. They are not intended to be a substitute for existing Australian Standards AS 2118.1, AS 2118.4 or AS 2118.6 were developed for buildings that previously did not require sprinkler protection. FPAA101D is based on AS 2118.5 – 2008 Domestic Sprinkler Systems which was intended for dwellings only.

FPAA101H and FPAA101D specifies residential sprinklers to be used throughout the Class 2 building parts, with only the 2 most hydraulically unfavourable sprinklers to operate with a minimum discharge density of 4.1 mm/min/m². In Victoria, protection of covered balconies is required. Both specifications permit sprinkler protection to be omitted from the following areas (Clause 3.1.2):

- For safety and compatibility reasons, in accordance with AS 2118.1-2017 Clause 3.1.3.
- Concealed spaces.
- Sanitary rooms, bathrooms and ensuites.
- Garbage chutes.
- Lift shafts.
- Cupboards and Wardrobes less than 3m².
- Roof overhangs, except in relation to balconies.
- Spaces under ground floor, excluding basements.
- Air handling plant.
- Hallways, entries, stairs and the like not exceeding 1.5m in width within SOUs.
- Small architectural features such as planter boxes and bay windows.

4.2.6 BCA Concessions for FPA101H/D sprinkler protected Class 2 buildings

- (a) Maximum distance of travel from a single exit [D1.4(a)(i)(A)] may be increased from 6m to 12m.
- (b) Maximum distance of travel from a single exit serving the storey at the level of egress to a road or open space [D1.4(a)(i)(B)] may be increased to 30m.
- (c) The maximum distance between alternative exits [D1.4(c)(i)] may be 60m.
- (d) Window openings need not be protected [C3.11(g)] provided the room served by the window is sprinkler protected.

There are no BCA DtS concessions to omit or remove FRL in relation to timber construction.

An FPAA101D sprinkler system cannot be used where the Class 7 part is more than 25% of the total floor of the building [BCA Vic Specification E1.5 Clause 2(d)(i)].

An FPAA101D or FPAA101H sprinkler system cannot be used where the Class 7a part accommodates more than 40 vehicles [BCA Vic Specification E1.5 Clause 2(d)(ii)].

4.2.7 Summary

As noted in the above sections, BCA DtS concessions vary depending upon the selected sprinkler system design standard. In relation to AS 2118.1 and AS 2118.4 sprinkler systems, BCA DtS provisions acknowledge the excellent performance and reliability associated with these sprinkler designs and allow concessions for non-loading bearing walls and shafts (reduction to not less than FRL -/60/60), service penetrations through non-loadbearing walls and shafts (reduction to not less FRL -/60/15), self-closing fire doors (reduction to FRL -/30/30), and extended travel distances.

There are no BCA DtS concessions to omit or remove FRL in relation to fire protected timber construction, to omit or reduce FRL to load bearing timber construction, or to compensate for combustible elements of external walls, except the timber roof structure may be retained as constructed pursuant to BCA Clause 3.5 for sprinkler protected roof spaces in accordance with AS 2118.1 and AS 2118.4 systems, refer to Section 1.8 and Figure 1.2. .

In relation to FPAA101H/D sprinkler systems, BCA DtS provisions acknowledge the limitations associated with these sprinkler designs and allow concessions for extended travel distances and windows only. Further, the BCA DtS provisions prohibit the use of these systems for this building due to the floor area and number of vehicles accommodated in the basement carpark.

Additionally, the BCA DtS provisions permit concessions for fire protected timber where a sprinkler system (*other than a FPAA101D or FPAA101H system*) is installed in accordance with SPEC E1.5 [Clause C1.13(c)]; and any insulation installed in the cavity of the timber building element required to have an FRL is non-combustible [Clause C1.13(d)]; and cavity barriers are provided in accordance with SPEC C1.13 [Clause C1.13(e)].

BCA Vic Appendix H103.1 Fire safety in Class 2 and Class 3 buildings also permits various concessions for a building constructed using fire-protected timber building elements, provided that a sprinkler system (*other than a FPAA101D or FPAA101H system*) complying with SPEC E1.5 is installed.

4.2.8 Conclusion

Based on the above and extent of building issues, AS 2118.4, FPAA101H and FPAA101D are considered unsuitable as the basis for a Performance Solution for this building.

In my opinion, the only sprinkler design which can be contemplated as suitable for assessment within a Performance Solution for this building is AS 2118.1. The BCA DtS permits this sprinkler design to be used for buildings constructed of fire protected timber where additional measures are installed, including non-combustible insulation and cavity barriers. Furthermore, the basis of all sprinkler statistics in Australia is AS 2118.1 and the same performance and reliability conclusions cannot be assumed for AS 2118.4 or FPAA101H/D designed sprinkler systems. Therefore, a reference to sprinkler system performance and reliability, in particular with regard to the identified building defects, should use AS 2118.1 as the reference base.

Therefore, a Performance Solution to support existing construction incorporating non-fire protected timber and non-fire rated bounding construction will include an assessment as to how these as-constructed aspects of the building are to be mitigated in accordance with the adopted fire risk framework and BCA performance requirements.

4.3 External Wall Materials

As outlined in Section 3.1, the EPS installed to some external balcony walls presents an increased risk of fire severity and involvement of cavity and external wall framing, although fire spread to other levels on the external face of the building is considered unlikely due to the characteristics of EPS, the concrete slab separating the levels and non-combustible linings on upper levels (to be confirmed).

However, the balconies in this building are generously sized and therefore present the potential for an array of fuel loads, and they are not constructed with an FRL or the specified FRL of -/90/90. Therefore, a balcony fire can easily involve the EPS prior to sprinkler activation and has the potential to involve the external wall cavity and timber framing which is not protected by the sprinkler system. Further, replacement of balcony external walls is readily achievable because they are easily accessible and not loadbearing. Site observations showed many of these EPS walls were cracked and requiring repair, for example as shown in the photographs of Figure 2.15.

Based on the criteria of reasonably practicable, and using the BCA DtS provisions as a benchmark, it is considered the EPS should be replaced as part of the fire safety strategy. This will also ensure ongoing building and insurance compliance for owners.

4.4 Mailbox Area

The mailbox area is located externally near the building entry and within the overall building complex, but is constructed without a secure enclosure thereby allowing free public access to sensitive information, refer photograph in Figure 4.1.

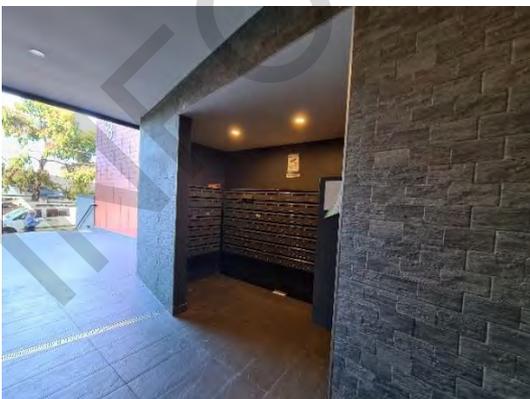


Figure 4.1 – Mailbox Room

The Owner's Corporation has enquired whether the mailbox room can be enclosed to secure this area from generally public access. Following review, it is assessed that secure access can be constructed provided compliant door hardware is installed and readily openable at all times from within the mailbox room, and access dimensions are compliant including for people with disability.

A Building Permit will be required for this work, and it is considered that compliance with the BCA DTS provisions can be achieved without any Performance Solution, subject to approval from the Relevant Building Surveyor. There is no impact to the conceptual design outlined below.

4.5 Conceptual Fire Safety Design Solution

The conceptual fire safety design solution for this building will be:

1. A sprinkler system complying with AS 2118.1-2017 and BCA SPEC E1.5 throughout the building, including protection of concealed spaces. Covered balconies shall be sprinkler protected as this is readily achieved through the lightweight balcony walls. A concept design of the sprinkler system is outlined in Section 4.6 below.
2. Bounding Construction should be upgraded to a minimum of smoke proof construction standard, including smoke sealing of all services penetrations as part of sprinkler installation works. Site observations revealed that full height plasterboard between concrete slabs appeared to be installed, albeit not in accordance with a fire test prototype to achieve the required FRL, therefore rectification of all Bounding Construction to a smoke proof standard is considered readily achievable and reasonable. This applies to SOU-to-SOU walls and SOU-to-Public Corridor walls.
3. External EPS façade shall be replaced with a compliant non-combustible product/material. While the majority of EPS appears to be installed to ground floor apartment balcony walls, each apartment shall be surveyed and individually assessed to determine the exact replacement scope.
4. Electrical and telecommunications services cupboards located in public corridors will not be sprinkler protected due to the incompatibility with electrical equipment and therefore the enclosures upgraded to achieve smoke proof construction, including doors.
5. Existing exit and egress provisions can be retained without any further upgrade works, as SOU-to-Public Corridor smoke proof construction in conjunction with sprinkler protection will provide a satisfactory level of fire safety.
6. No upgrade works are considered necessary to existing fire fighting equipment.

4.6 Automatic Fire Sprinkler System Concept Design

To facilitate the above conceptual fire safety strategy, the sprinkler system concept design proposal encompasses the following features:

- Install additional diesel driven fire pump to match the existing pump and performance. The existing pumphouse dimensions cannot accommodate a new fire pump, therefore a new 5 m long x 3 m wide pumphouse shall be constructed at the existing bike storage to enable access to the pipe infrastructure. The bike storage area adjacent must therefore be relocated.
- Install 100 mm diameter link main pipework on level 4, connecting each of the existing hydrant risers. This creates a ring main for the fire pipe reticulation.

- Install associated monitored isolation valves to the new ring main.
- Install new sprinkler control valves on each level fed from the existing 100 mm diameter hydrant riser in Stair 1.
- Install automatic fire sprinklers above and below ceilings throughout all areas as defined in AS 2118.1, including covered balconies as specified in the BCA Vic Specification.
- Install associated monitored valves and flow switches for all new valves wired back to existing FIP.
- Reprogram FIP to accommodate all new devices.
- Install fire sprinkler test drain within Stair 1 extending from level 4 to basement with discharge to stormwater/sewer drain.
- Install sprinkler remote test drain, hard piped to nearest stormwater/sewer.
- Replace existing fire hydrant dual booster with a new combined quad booster.
- Upgrade existing hydrant booster pipework from 100 mm diameter to 150 mm diameter.

The sprinkler concept design outlined above enables maximum use of existing fire infrastructure without compromising the sprinkler system performance and reliability, necessary to accommodate the reductions in FRL and unprotected timber framing.

The above sprinkler design concept is subject to schematic and detail design phases once approved as part of the conceptual fire safety strategy.

5 Fire Risk Assessment and BCA Performance Assessment

5.1 Summary

The concept design solution derived in Section 4.5 addresses the level of fire safety in the building through the following factors:

1. A correctly designed and installed sprinkler system possesses far greater performance and operational reliability than any other fire safety measure, including that achieved with FRL construction. For a building of this height, with non-loadbearing timber framing which is largely unprotected, the sprinkler system will provide much improved fire safety benefits than merely compensation for FRL defects.
2. The automatic fire sprinkler system is designed to extinguish the fire at the ignition source, or at least control fire development and severity such that it is restricted to the item first ignited or the immediate surrounding area. As the fire is controlled at the source, Bounding Construction within the building are not exposed to high temperatures and the FRL performance of building elements are not required. This enables the existing timber framing to be retained provided they are not initially exposed to flames – smoke proof construction to bounding walls will achieve this performance because plasterboard is accepted as non-combustible. Therefore, the fire risk element resulting from unprotected timber framing can be reduced through substitution of the FRL compliant structure with sprinkler protection and smoke proof construction, therefore satisfying the hierarchy of controls.
3. The sprinkler system and smoke proof Bounding Construction for SOU-to-Public Corridors will improve safety of egress travel paths by preventing fire development and severity and restricting smoke migration. This is a significant enhancement to the current level of fire safety and occupant egress provisions, accordingly does not adversely impact the existing Alternative Solutions relating to egress.
4. It is proposed to replace the EPS façade installed to balcony external walls with a non-combustible material because it represents a fire risk and can be replaced easily replaced without significant disruption or scaffolding. Therefore, this fire risk element can be eliminated, and EPS replacement is reasonably practicable, therefore satisfying the hierarchy of controls. The existing Alternative Solution relating to FRL -/90/90 balcony walls is not achieved however as noted above, sprinkler protection to the building including to covered balconies will provide an enhanced level of fire safety compared to a FRL.

Based on the above factors, the existing Alternative Solutions and analyses presented in the RAWFiRE FER are considered to remain valid expect in relation to the non-loadbearing external balcony walls which do not achieve the specified FRL -/90/90. However as discussed above, the conceptual fire safety delivers a higher level of fire safety and is at least of parity with the existing Alternative Solutions. More importantly, the conceptual fire safety strategy is significantly better than existing conditions.

If it is accepted that a building sprinkler system, including protection of covered balconies, plus smoke proof bounding construction is at least equivalent to FRL protected timber non loadbearing walls, then the conceptual fire safety strategy is acceptable.

5.2 Qualitative Assessment of Fire Risk

Table 5.1 identifies the building defects and existing Alternative Solutions and assesses the fire risk under the conceptual fire safety strategy based on quantitative performance and reliability data.

Table 5.1 – Building Defects and Fire Risk

Item	Fire Risk
Bounding Construction comprises timber framing without protection of a tested system which achieves the required FRL.	<p>The building will be sprinkler protected throughout in accordance with AS 2118.1. This solution extinguishes or controls a fire at the ignition source, therefore eliminating exposure of any timber structure. In conjunction with the smoke proof bounding construction, smoke development and migration are managed.</p> <p>Furthermore, the building sprinkler system is designed to prevent flashover, maintains tenability, protects building structure and assets, and enables rapid fire brigade intervention.</p> <p>The data detailed in Section 4.1 proves the superior performance and reliability of building sprinkler system in comparison to passive protection.</p> <p>A correctly designed and maintained sprinkler system eliminates fire risk through prevention of fire development and severity, and the fire risk is considered low.</p>
Roof structure comprises unprotected timber framing.	<p>The roof space will be sprinkler protected as part of the building sprinkler system installed in accordance with AS 2118.1. This solution extinguishes or controls a fire at the ignition source, therefore eliminating exposure of the timber structure. The fire risk is considered low.</p>
External balcony walls comprise EPS board products.	<p>EPS will be replaced with a non-combustible product/material. This fire risk is eliminated.</p>
Public corridors include services equipment cupboards without smoke separation.	<p>The services equipment cupboards will be enclosed with smoke proof construction. This fire risk is eliminated.</p>
Non-loadbearing building elements for the external walls to balconies may be lightweight timber construction protected by means of fire rated plasterboard with an FRL -/90/90.	<p>The external balcony walls are timber framed and do not achieve FRL -/90/90 as specified in the FER. Therefore, these walls will be of similar fire performance to internal Bounding Construction. Accordingly, the assessment above for the Bounding Construction will apply and the fire risk is considered to be largely eliminated by the building sprinkler system which includes protection of covered balconies.</p> <p>The fire risk is considered low.</p>
Extended travel distances from apartments. Extended separation distances between fire isolated stairs.	<p>The building sprinkler system delivers enhanced protection to egress routes because this solution extinguishes or controls a fire at the ignition source, therefore eliminating fire development and severity which could create untenable conditions in an egress route. The smoke proof bounding construction protects public corridors from an SOU fire, and therefore manages smoke development and migration.</p> <p>Due to the proven performance and reliability of a building sprinkler system, the fire risk is significantly reduced compared to existing conditions. The extended travel distances and stair separation are reasonable in a sprinkler protected building, as noted in the BCA DtS concessions outlined in Section 4.2.2.</p> <p>The fire risk is considered low.</p>

Item	Fire Risk
Stairs discharge internally at ground floor.	<p>This will remain a legacy issue as it is not reasonably practicable to reconfigure fire isolated stairs to discharge externally, the stairs are located within the internal building footprint and not at external walls of the building.</p> <p>The building sprinkler system in conjunction with smoke proof bounding construction provides a high degree of fire safety to public corridors thus eliminating fire risk as far as reasonably practicable. The fire risk would therefore considered low.</p>
No separation between rising and descending stair flights to fire isolated stair 1.	<p>This will remain a legacy issue as it is not reasonably practicable to reconfigure an existing fire isolated stair. Stair 1 is fire isolated, and as described in the concept sprinkler design in Section 4.6, this stair will incorporate the sprinkler control valves per level, thus a continuous access from the basement is considered an advantage for fire brigade intervention.</p> <p>The building sprinkler system in conjunction with smoke proof bounding construction provides a high degree of fire safety to public corridors thus eliminating fire risk as far as reasonably practicable. The fire risk would therefore considered low.</p>
The fire brigade booster assembly will remain positioned within 10 metres of the building	<p>Location of the booster assembly is considered mitigated through installation of the building sprinkler system, and this concession is available for sprinkler protected buildings. The fire risk would be considered negligible.</p>
The sprinkler control valves for the basement carpark sprinkler system are located in the basement.	<p>This is not impacted by the proposed remediation works, and the fire risk has not altered. The fire risk would be considered negligible.</p>
A water meter is provided on the fire service.	<p>This is not impacted by the proposed remediation works, and the fire risk has not altered. The fire risk would be considered negligible.</p>

5.3 Qualitative Assessment of BCA Compliance

Table 5.2 identifies the building defects and qualitatively assessed compliance against the BCA performance requirements.

Table 5.2 – Building Defects assessed against BCA Compliance

BCA Requirements	Performance Solution
Unprotected Timber Framing for Roof Structure. Specification C1.1, Table 1.6 & Clause 3.5.	Sprinkler protection to building and roof space.
<p>CP1 Structural stability during a fire</p> <p>A building must have elements which will, maintain structural stability during a fire appropriate to—</p> <ul style="list-style-type: none"> (a) the function or use of the building; and (b) the fire load; and (c) the potential fire intensity; and (d) the fire hazard; and (e) the height of the building; and (f) its proximity to other property; and (g) any active fire safety systems installed in the building; and (h) the size of any fire compartment; and (i) fire brigade intervention; and (j) other elements they support; and (k) the evacuation time. 	<p>A fire within a 4th floor SOU or public corridor is extinguished or controlled at the source, therefore will not develop or spread to the roof space.</p> <p>A fire within the roof space will be extinguished or controlled at the source, therefore will not involve the timber frame. If flame impingement occurs to a timber element, the sprinkler system will prevent ongoing combustion and therefore will maintain structural adequacy.</p> <p>The sprinkler system will, upon activation, notify the fire brigade. Fire brigade intervention is swift and sprinkler controlled conditions will enhance fire location detection and access, and provide fire fighters with safer conditions for fire attack options.</p> <p>Each of the factors nominated in the performance requirement is considered to be enhanced by the sprinkler system.</p> <p>This solution would also satisfies BCA Specification C1.1 Clause 3.5 and is therefore could be considered BCA compliant.</p>
FRL for Bounding Construction. Specification C1.1, Table 1.6, D1.4(a) & D1.4(c).	Sprinkler protection to the building and smoke proof construction.
<p>CP2 Spread of fire</p> <ul style="list-style-type: none"> (a) A building must have elements which will, to the degree necessary, avoid the spread of fire— <ul style="list-style-type: none"> (i) to exits; and (ii) to sole-occupancy units and public corridors; and <p>Application: CP2(a)(ii) only applies to a Class 2 or 3 building or Class 4 part.</p> <ul style="list-style-type: none"> (iii) between buildings; and (iv) in a building. (b) Avoidance of the spread of fire referred to in (a) must be appropriate to— <ul style="list-style-type: none"> (i) the function or use of the building; and 	<p>The building sprinkler system in accordance with AS 2118.1 including protection of covered balconies, in conjunction with smoke proof bounding construction, is considered to provide a higher level of fire safety than that delivered by FRL to non-loadbearing timber framing.</p> <p>This performance clause enables the building elements, particular bounding construction, to avoid fire and smoke spread in a Class 2 building appropriate to the factors identified. Each of the factors has been incorporated in developing the sprinkler system concept design, such that fire growth and development is managed. The system design to AS 2118.1 ensures a high level of performance and reliability is obtained from the level of protection.</p> <p>The building sprinkler system has many benefits for occupant life safety which are not achieved with fire resistance of building elements; for example, preventing flashover and delivering life safety for occupants within the SOU and room of fire origin.</p>

<ul style="list-style-type: none"> (ii) the fire load; and (iii) the potential fire intensity; and (iv) the fire hazard; and (v) the number of storeys in the building; and (vi) its proximity to other property; and (vii) any active fire safety systems installed in the building; and (viii) the size of any fire compartment; and (ix) fire brigade intervention; and (x) other elements they support; and (xi) the evacuation time. 	<p>Smoke proof construction in conjunction with the building sprinkler system ensures smoke development and migration is managed, and therefore tenability of egress routes is obtained.</p> <p>This design solution avoids substantial demolition and reconstruction of bounding walls and therefore has regard to the existing building conditions and limitations.</p> <p>Sprinkler protection to the building and smoke proof bounding construction is considered to satisfy the BCA performance requirement CP2.</p>
<p>Combustible façade material (EPS).</p>	<p>Replacement of EPS façade with non-combustible material is considered compliant with the BCA DtS provisions and no Performance Solution is required.</p> <p>The use of timber framing to non-loadbearing balcony walls is addressed under CP2. The Performance Solution comprises sprinkler protection to the building and smoke proof bounding construction.</p>
<p>Services cupboards within public corridors.</p>	<p>Upgrade of services cupboards within public corridors to smoke proof construction is considered compliant with the BCA DtS provisions and no Performance Solution is required.</p>
<p>Extended travel distances, separation between exits and discharge of Stair 1.</p>	<p>Sprinkler protection to the building and smoke proof construction.</p>
<p>DP4 Exits</p> <p>Exits must be provided from a building to allow occupants to evacuate safely, with their number, location and dimensions being appropriate to—</p> <ul style="list-style-type: none"> (a) the travel distance; and (b) the number, mobility and other characteristics of occupants; and (c) the function or use of the building; and (d) the height of the building; and (e) whether the exit is from above or below ground level. 	<p>The exits and egress provisions are not proposed to be altered from existing. The Performance Solution relies on sprinkler protection throughout the building in conjunction with smoke proof bounding construction to protect the public corridors thus ensuring tenability and safety of the egress system.</p> <p>The travel distances are not excessive for a sprinkler protected building and distance of travel from an SOU to a single exit is 12 m from 6 m for non sprinkler protected buildings.</p> <p>Public corridors remain separated by 3 sets of smoke doors to reduce the maximum length between fire isolated stairs to less than 40 m. Smoke lobbies around each stair entry enable a secondary safe refuge, in addition to individual apartments, for occupants with disabilities if required.</p>
<p>DP5 Fire-isolated exits</p> <p>To protect evacuating occupants from a fire in the building exits must be fire-isolated, to the degree necessary, appropriate to—</p> <ul style="list-style-type: none"> (a) the number of storeys connected by the exits; and (b) the fire safety system installed in the building; and (c) the function or use of the building; and (d) the number of storeys passed through by the exits; and (e) fire brigade intervention. 	<p>The omission of smoke proof construction in the concealed spaces is addressed by the building sprinkler system, and observations on site indicate the addition of smoke proof construction under existing conditions is unlikely to be feasible and difficult to maintain for the life of the building. Therefore, having regard to the existing conditions and limitations, smoke proof corridor doors provides reasonable redundancy to the egress system, and in conjunction with sprinkler protection and smoke proof bounding construction achieves compliance with the performance requirements.</p> <p>Each of the factors nominated in the performance requirements DP4, DP5 and DP6 would be considered to be satisfied in the conceptual</p>

<p>DP6 Paths of travel to exits</p> <p>So that occupants can safely evacuate the building, paths of travel to exits must have dimensions appropriate to—</p> <p>(a) the number, mobility and other characteristics of occupants; and</p> <p>(b) the function or use of the building.</p>	<p>fire safety strategy comprising building sprinkler protection and smoke proof bounding construction.</p>
<p>EP2.2</p> <ol style="list-style-type: none"> 1. In the event of a fire in a building the conditions in any evacuation route must be maintained for the period of time occupants take to evacuate the part of the building so that— <ol style="list-style-type: none"> (i) the temperature will not endanger human life; and (ii) the level of visibility will enable the evacuation route to be determined; and (iii) the level of toxicity will not endanger human life. 2. The period of time occupants take to evacuate referred to in (a) must be appropriate to— <ol style="list-style-type: none"> (i) the number, mobility and other characteristics of the occupants; and (ii) the function or use of the building; and (iii) the travel distance and other characteristics of the building; and (iv) the fire load; and (v) the potential fire intensity; and (vi) the fire hazard; and (vii) any active fire safety systems installed in the building; and (viii) fire brigade intervention. <p>Limitation:</p> <p>EP2.2 does not apply to an open-deck carpark or open spectator stand.</p>	<p>If it is accepted that a sprinkler protected building with smoke proof bounding construction provides at least an equivalent level of fire safety in comparison to FRL -/60/60 non-loadbearing bounding construction, then the analysis presented in the RAWFIRE FER is not altered by the conceptual fire safety strategy.</p> <p>The calculation undertaken assumed the bounding construction will achieve the intended design performance and restrict fire and smoke spread thus maintaining tenability during evacuation. The same outcomes are achieved with the conceptual fire safety strategy except with a higher degree of performance and reliability, evidenced through the data available for both system types.</p> <p>Additionally, it is widely accepted that evacuation modelling from a Class 2 building is very unreliable because people within their own apartments will have varying degrees of awareness and response capabilities, occupants decide themselves the necessity to evacuate as there are no warden or management processes to encourage or direct and evacuation until fire brigade arrival. Therefore quantitative evacuation predictions do not provide sufficient output to establish compliance. Rather, reliance is placed on the fire safety systems to maintain tenability, in this case sprinkler protection and smoke proof construction. It is considered the proposed solution offers the best level of fire safety for occupants and fire brigade intervention during an evacuation, having regard to the existing building conditions and limitations.</p> <p>Sprinkler protection to the building and smoke proof bounding construction would be considered to satisfy the BCA performance requirement EP2.2.</p>

6 Recommended Design Solution

Based on all information available and assessments undertaken, we recommend the following fire safety design solution be adopted for this building:

1. Install a sprinkler system in accordance with AS 2118.1 throughout the building, including concealed spaces, protection to the roof space and protection to covered balconies.
2. Provide smoke proof bounding construction to all SOU and Public Corridor walls.
3. Replace all EPS façade materials with a non-combustible product/material.
4. Provide smoke proof construction to all electrical and telecommunications services cupboards located within Public Corridors.

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