
Vendor statement

Pursuant to section 32 Sale of Land Act 1962

And

Contract of sale of land

Property address: Unit 31/86-88 Beach Road, Sandringham, Victoria 3191

Vendor: Ilana Melnikov

Purchaser:

Prepared by

Mayfair Legal

Level 13, 10 Queens Road Melbourne VIC 3004

PO Box 6434, Melbourne VIC 3004

Email: ml@mayfairlegal.com.au

Ref: IF:RD:23314

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, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The parties 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: Unit 31/86-88 Beach Road, Sandringham, Victoria 3191

SIGNED BY THE VENDOR

Name: **Ilana Melnikov**

On ____ / ____ / 20 ____

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SIGNED BY THE PURCHASER

Name:

On ____ / ____ / 20 ____

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SUMMARY PAGE OF THE VENDOR STATEMENT (Please tick)

| ✓ | Topic | ✓ | Topic | ✓ | Topic |
|---|---------------------|---|-------------------------|---|---|
| ✓ | Attachments | | Subdivision | | Building insurance |
| ✓ | Title | ✓ | Owners corporation | | Terms contract |
| ✓ | Land use & services | | Notices | | Sale subject to mortgage |
| ✓ | Planning | ✓ | Building permits | | (GAIC) Growth areas infrastructure contribution |
| ✓ | Financial matters | | Owner builder insurance | | Disclosure of energy information |

ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

Attached.

Further information:

TITLE

Attached are copies of the following documents:

(a) Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

OR

General Law Title.

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

(b) Evidence of the vendor's right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

LAND USE AND SERVICES

(a) **Easements, covenants, or other similar restrictions**

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

Attached copies of title document/s.

OR

Full description:

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

None to the Vendor's knowledge

(b) **Services**

The following services are **NOT** connected to the land:

Electricity supply Gas supply Telephone Water supply Sewerage

(c) **Road access** Yes No

PLANNING

(a) **Planning scheme**

Attached is a certificate with the required specified information.

(b) **Designated bushfire prone area**

Yes No Under [section 192A](#) of the Building Act 1993.

FINANCIAL MATTERS

(a) **Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest**

Contained in the attached certificate/s.

(b) **Particulars of any charge under any Act**

Amount owing: \$ To chargee:

OWNERS CORPORATION

(a) **Owners corporation certificate**

Not required – inactive* 2-lot subdivision.

** An owners corporation that is inactive includes an owners corporation that has not, in the previous 15 months, conducted an annual general meeting, fixed any fees and held any insurance.*

Attached.

Required in all other cases, including inactive owners corporation of more than 2 lots in which case the vendor must provide the certificate.

(b) **Insurance**

Not required – no common property.

Not required – 2-lot subdivision.

Required* – See owners corporation certificate attached.

** Required in all other cases if there is common property.*

BUILDING PERMITS

Is there a residence on the land? Yes No

If yes, particulars of any building permit issued under the [Building Act 1993](#) in the preceding 7 years are:

Attached.

DUE DILIGENCE CHECKLIST

Consumer Affairs Victoria

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.

Contract of sale of land

Property address: Unit 31/86-88 Beach Road, Sandringham, Victoria 3191

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, the general conditions and any special conditions in that order of priority.

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 apply to you.

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

If you end the contract in this way, 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.

Exceptions

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

- You bought the property at or within 3 clear business days **before or after** a publicly advertised auction; 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.

NOTICE TO PURCHASERS OF PROPERTY 'OFF-THE-PLAN'

Off-the-plan sales

Section 9AA(1A) of the Sale of Land Act 1962

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

**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 parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

On _____ / _____ / 20_____

Print name of person signing

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

SIGNED BY THE VENDOR

On _____ / _____ / 20_____

Ilana Melnikov

Print name of person signing

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

PARTICULARS OF SALE

VENDOR'S AGENT

| | | | | | |
|---------|--|-------|--|-----|--|
| Name | | Phone | | Fax | |
| Address | | Email | | | |

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

| | | | | | |
|---------|--|---------|---|-----|--------------|
| Name | Ilana Melnikov | Name | Mayfair Legal | | |
| | | Address | Level 13, 10 Queens Road, Melbourne VIC 3004 PO Box 6434, Melbourne VIC 3004 | | |
| Address | 31/86-88 Beach Road, Sandringham, VIC 3191 | Contact | | | |
| | | Email | ml@mayfairlegal.com.au | | |
| ACN/ABN | | Phone | 03 9868 9982 | Fax | 03 9868 9983 |

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

| | | | | | |
|-----------|--|---------|--|-----|--|
| Name | | Name | | | |
| | | Address | | | |
| Address | | Contact | | | |
| | | Email | | | |
| ACN/ABN | | Phone | | Fax | |
| Guarantor | | | | | |

LAND

General conditions 3 and 9

The land is described in the table below –

| Certificate of Title reference | | being lot | on plan |
|--------------------------------|-----------|-----------|---------|
| Volume 11149 | Folio 734 | 31 | 616638P |

OR

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 31/86-88 Beach Road, Sandringham VIC 3191

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

Listed in attached schedule.

OR

Listed as follows:

All fixed floor coverings, electric lights fittings, window furnishings, and all fixtures and fittings of a permanent nature.

PAYMENT

General condition 11

Price: \$

Plus GST: \$ NIL Payable by purchaser in addition to price — *Insert 'Nil' if no GST payable by purchaser*

Total price: \$ Payable by purchaser

Deposit: By / / 20 of which \$ has been paid

Balance: Payable at settlement

Foreign resident vendor: Value \$750,000 or more.

See general condition 15(f) and (g).

GST

General condition 13

No, because:

Yes, because

Vendor not registered or required to be registered

Purchaser entitled to input tax credit

Existing residential premises

Purchaser **NOT** entitled to input tax credit

Not in the course or furtherance of an enterprise

Margin scheme applies

Going concern

Mixed supply

Farmland used for farming business or sale of subdivided farmland to an associate

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor Yes No

Withholding required by purchaser Yes No

No withholding for residential premises because:

No withholding for potential residential land because:

Vendor not registered or required to be registered

Vendor not registered or required to be registered

The premises are not new

The land includes a building used for commercial purposes

The premises were created by substantial renovation

The purchaser is registered for GST and acquires the property for a creditable purpose

The premises are commercial residential premises

SETTLEMENT

General condition 10

Is due on / /20

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

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

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

Entitled to vacant possession.

OR

Subject to a lease, particulars of which are:

Attached; or

As follows:

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

Yes No

LOAN

General condition 14(a)-(d)

This contract is subject to a loan being approved within:

21 days **OR** 14 days from the contract date (approval period).

Lender:

Loan amount: \$

BUILDING AND PEST REPORT

General condition 14(e)-(f)

This contract is subject to:

Building report. Provider:

Pest report. Provider:

Special conditions

Yes No

1.

2.

3.

Contract of sale of land 2022 edition

Part 2 General Conditions

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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| 14. Loan, building report or pest report | 28. Rescission notice |

1. Encumbrances

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

2. Vendor warranties

- (a) The vendor warrants that the vendor:
 - (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and
 - (iv) 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
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
 - (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:

- (i) 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
- (ii) 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
- (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged

misdescription of the property or any deficiency in its area or measurements; or

- (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.
- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.

- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) 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.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;
 - (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
 - A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
 - B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
 - C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and

D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and

- C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
 - (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or

- (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title; and
 - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and

- (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if **'farmland used for farming business or sale of subdivided farmland'** to an associate' is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.
 - (i) GST is included in the price.
 - (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
 - (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
 - (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

- (g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
 - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser

- A. Where the margin scheme applies 7% of the purchase price; otherwise
- B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
 - A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
 - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.
- (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:
 - (i) End the contract; or
 - (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
 - (i) Applied for the loan; and
 - (ii) Did everything reasonably required to obtain approval of the loan; and
 - (iii) Provides written proof to the vendor that the loan was not approved; and
 - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
- (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).

14. Loan, building report or pest report

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
 - (i) Grant the extension request; or
 - (ii) Advise the purchaser that the extension request is refused,

in which case the purchaser may, within 2 clear business days either:

 - (iii) End the contract; or
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
 - (i) Applied for the report; and
 - (ii) Provides the vendor with a copy of the written report; and
 - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
 - (iv) Is not in default under any other condition of this contract when the notice is given, and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) 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.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) 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.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;

- (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
 - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.
- (b) The purchaser is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.

- (c) The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

23. Loss or damage before settlement

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

26. Interest

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

27. Default notice

- (a) 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.
- (b) The default notice must:
 - (i) Specify the particulars of the default; and
 - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. The default is remedied; and
 - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:

- (i) Specify the particulars of the failure to comply with the default notice; and
- (ii) State that the contract will be ended in 10 days after the notice is given unless:
 - A. The default is remedied; and
 - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - (iv) 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
 - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

VOLUME 11149 FOLIO 734

Security no : 124108768547W
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LAND DESCRIPTION

Lot 31 on Plan of Subdivision 616638P.

PARENT TITLES :

Volume 03687 Folio 357 Volume 04548 Folio 581 Volume 06239 Folio 661

Created by instrument PS616638P 29/07/2009

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

ILANA MELNIKOV of 31 /86-88 BEACH ROAD SANDRINGHAM VIC 3191
AL722784S 02/03/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM552162R 11/02/2016
WESTPAC BANKING CORPORATION

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 PS616638P FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

| NUMBER | | STATUS | DATE |
|---------------|----------------------|------------|------------|
| AX212593Q (E) | WITHDRAWAL OF CAVEAT | Registered | 31/08/2023 |

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

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

Street Address: UNIT 31 86-88 BEACH ROAD SANDRINGHAM VIC 3191

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 29/04/2017

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS616638P

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

Page 2 of 2

DOCUMENT END



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SCHEDULE OF PARTS CONTAINED PER LOT

| LOT | PARTS COMPRISED | LOT | PARTS COMPRISED | LOT | PARTS COMPRISED | LOT | PARTS COMPRISED |
|-----|-----------------|-----|-----------------|-----|-----------------|-----|-----------------|
| 1 | 2 | | | | | | |
| 2 | 2 | | | | | | |
| 3 | 3 | | | | | | |
| 4 | 3 | | | | | | |
| 5 | 3 | | | | | | |
| 6 | 2 | | | | | | |
| 7 | 2 | | | | | | |
| 8 | 2 | | | | | | |
| 9 | 1 | | | | | | |
| 10 | 2 | | | | | | |
| 11 | 3 | | | | | | |
| 12 | 2 | | | | | | |
| 13 | 2 | | | | | | |
| 14 | 2 | | | | | | |
| 15 | 2 | | | | | | |
| 16 | 2 | | | | | | |
| 17 | 2 | | | | | | |
| 18 | 2 | | | | | | |
| 19 | 2 | | | | | | |
| 20 | 2 | | | | | | |
| 21 | 2 | | | | | | |
| 22 | 2 | | | | | | |
| 23 | 3 | | | | | | |
| 24 | 3 | | | | | | |
| 25 | 2 | | | | | | |
| 26 | 3 | | | | | | |
| 27 | 2 | | | | | | |
| 28 | 2 | | | | | | |
| 29 | 2 | | | | | | |
| 30 | 2 | | | | | | |
| 31 | 3 | | | | | | |
| 32 | 3 | | | | | | |
| 33 | 2 | | | | | | |
| 34 | 2 | | | | | | |

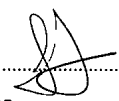
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SIGNATURE ..... DATE 12/JUNE/09

REF: 4015-PP VERSION: 04

DATE 17/09
COUNCIL DELEGATE SIGNATURE 

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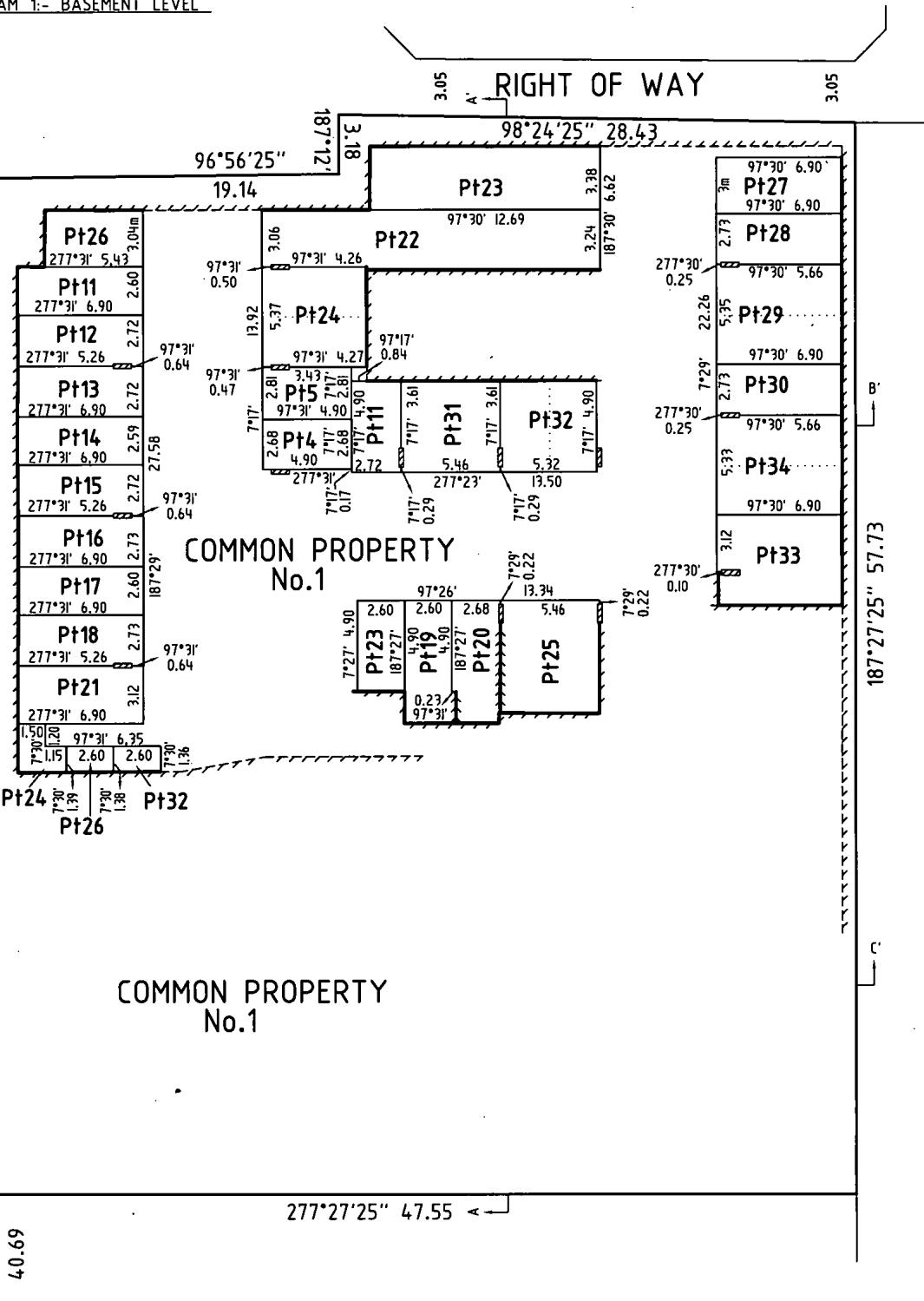
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DIAGRAM 1:- BASEMENT LEVEL



BEACH ROAD

7°27'25" 54.86



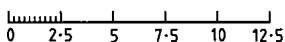
BAMFIELD STREET

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Stewart J. Connelly
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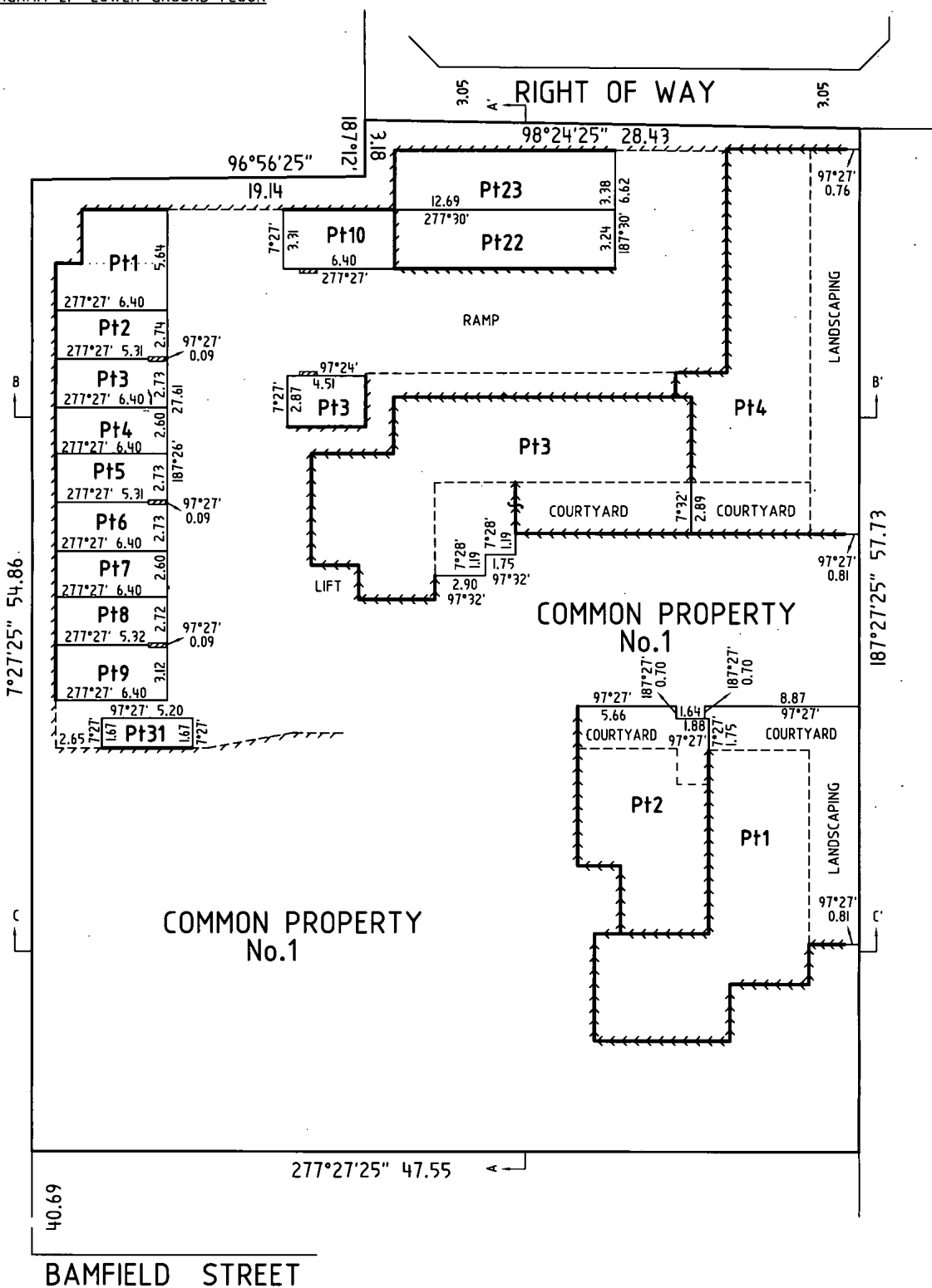
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DIAGRAM 2:- LOWER GROUND FLOOR



BEACH ROAD

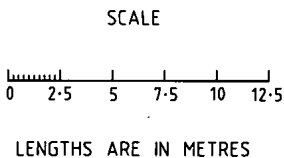


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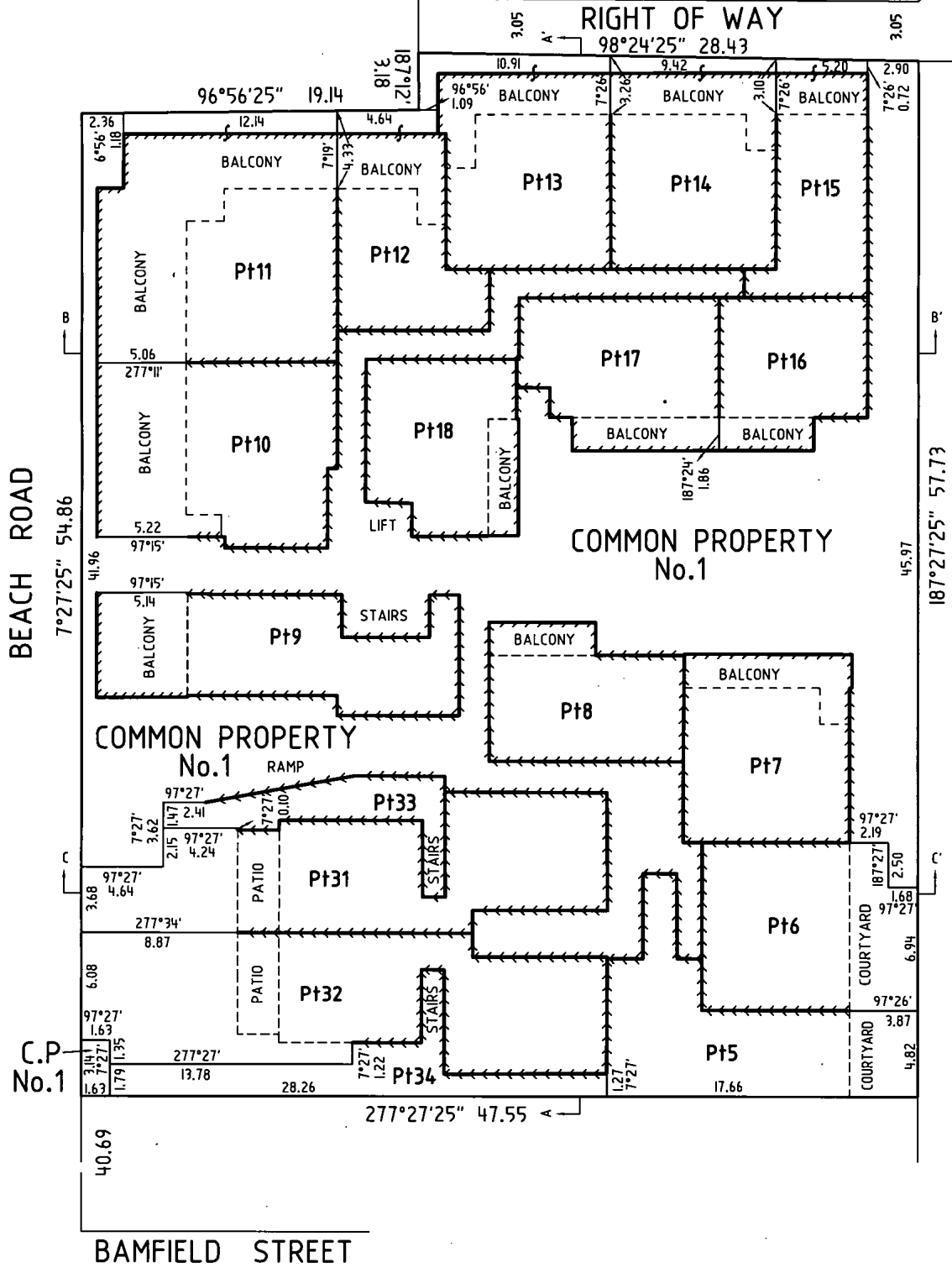
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DIAGRAM 3:- GROUND LEVEL AND GROUND STOREY



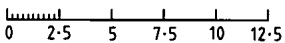
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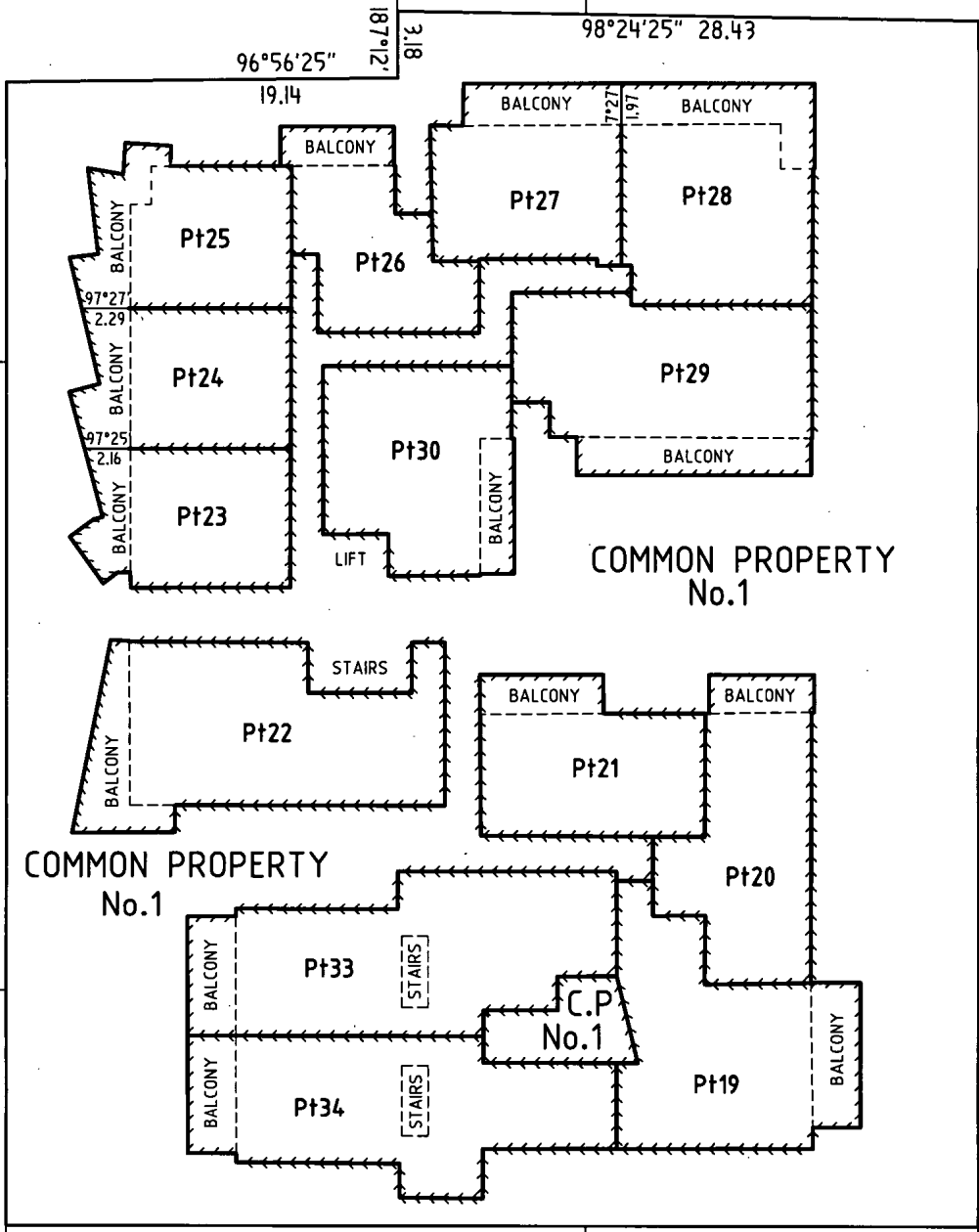
Plan Number
PS 616638 P

DIAGRAM 4:- FIRST STOREY



BEACH ROAD

7°27'25" 54.86



RIGHT OF WAY

3.05 3.05

98°24'25" 28.43

96°56'25"

187°12' 3.18

187°27'25" 57.73

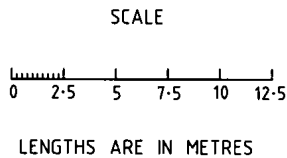
277°27'25" 47.55

40.69

BAMFIELD STREET

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DIAGRAM 6:- CROSS SECTION A-A'

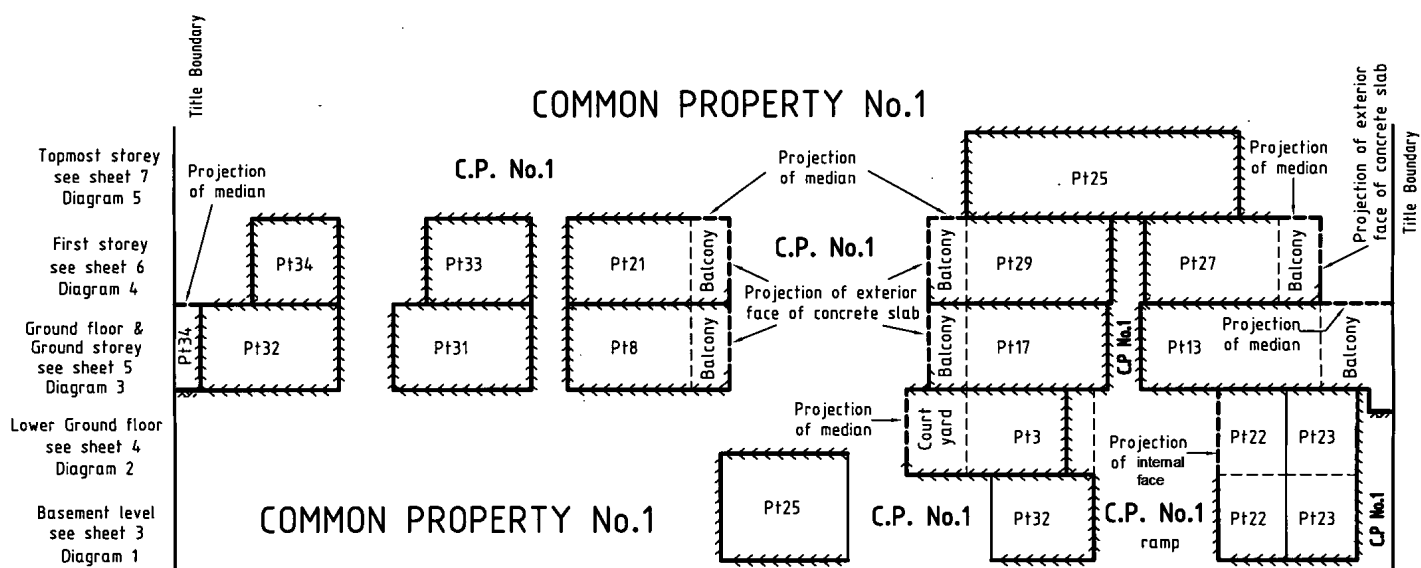
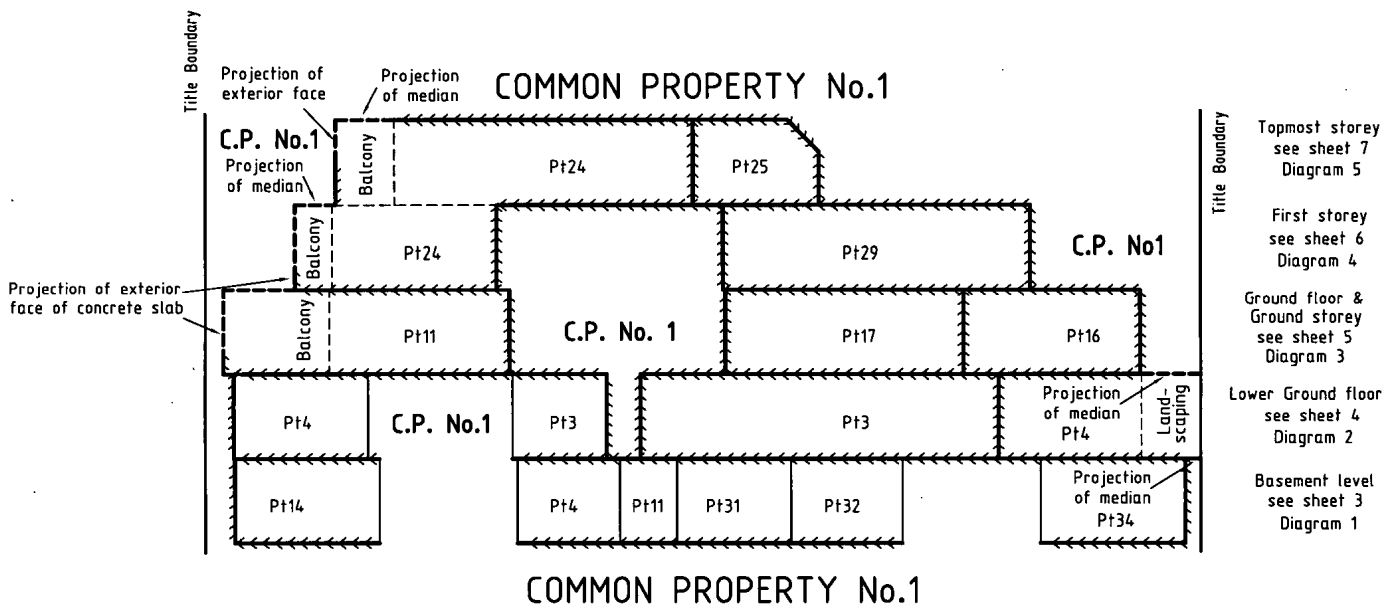


DIAGRAM 7:- CROSS SECTION B-B'



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| | NTS | DATE <u>12/10/2009</u> | COUNCIL DELEGATE SIGNATURE |
| | SHEET SIZE A3 | REF: 4015-PP | Original sheet size A3 |
| | | VERSION: 04 | |



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS616638P**

The land in PS616638P is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 34.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 2 222-225 BEACH ROAD MORDIALLOC VIC 3195

AS435540M 13/08/2019

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. AN344847J 06/12/2016

Additional Owners Corporation Information:

OC004787H 29/07/2009

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. PS616638P**

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 | 10 | 10 |
| 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 | 10 | 10 |
| Lot 27 | 10 | 10 |
| Lot 28 | 10 | 10 |
| Lot 29 | 10 | 10 |
| Lot 30 | 10 | 10 |
| Lot 31 | 10 | 10 |
| Lot 32 | 10 | 10 |
| Lot 33 | 10 | 10 |
| Lot 34 | 10 | 10 |
| Total | 340.00 | 340.00 |



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/08/2023 03:05:24 PM

| |
|--|
| <p>OWNERS CORPORATION 1 PLAN NO. PS616638P</p> |
|--|

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.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

954633

APPLICANT'S NAME & ADDRESS

MAYFAIR LEGAL C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

MELNIKOV, ILANA

PURCHASER

N/A, N/A

REFERENCE

375949

This certificate is issued for:

LOT 31 PLAN PS616638 ALSO KNOWN AS 31/86 - 88 BEACH ROAD SANDRINGHAM
BAYSIDE CITY

The land is covered by the:

BAYSIDE PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and a DESIGN AND DEVELOPMENT 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/bayside>

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

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

16 August 2023

Sonya Kilkenny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

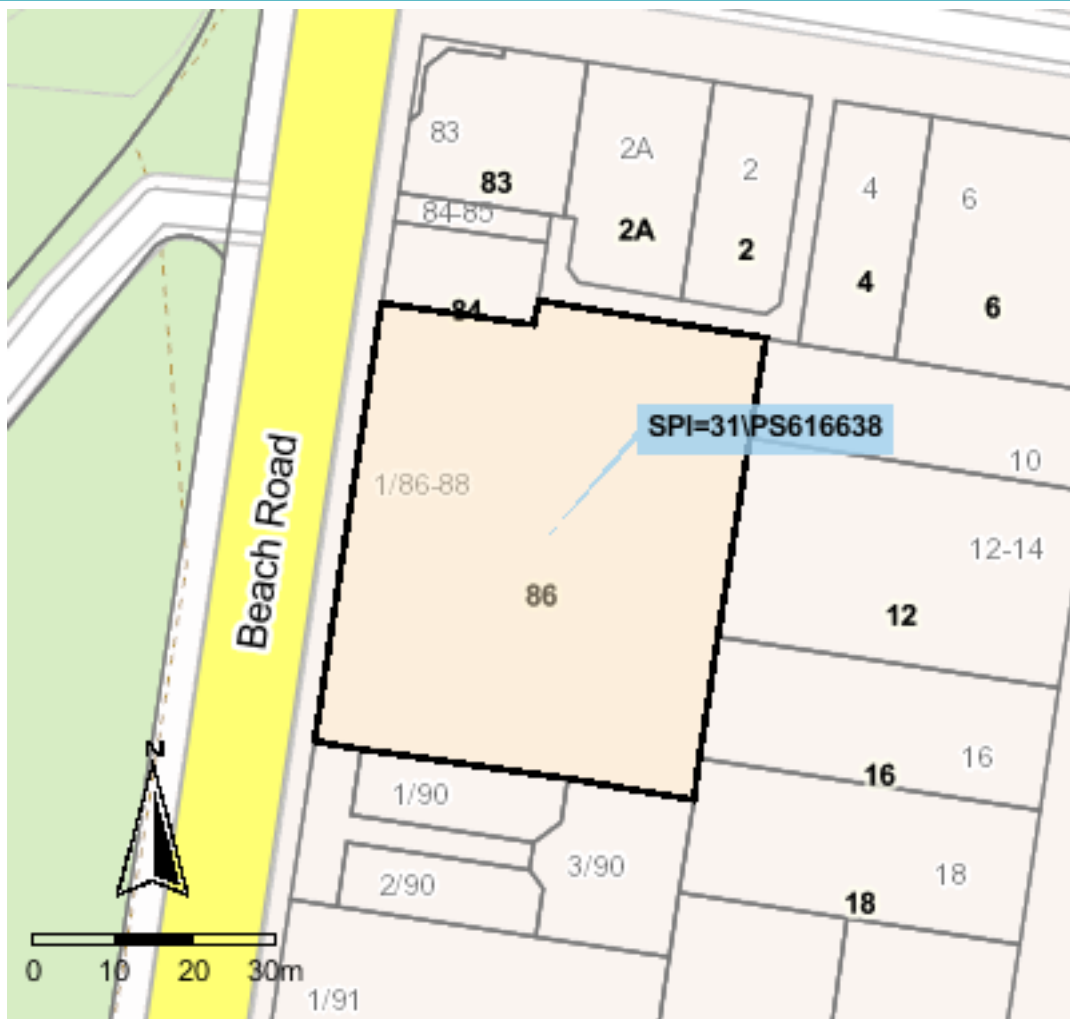
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

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.

From www.planning.vic.gov.au at 31 August 2023 09:16 PM

PROPERTY DETAILS

Address: **31/86-88 BEACH ROAD SANDRINGHAM 3191**
 Lot and Plan Number: **Lot 31 PS616638**
 Standard Parcel Identifier (SPI): **31\PS616638**
 Local Government Area (Council): **BAYSIDE**
 Council Property Number: **877116**
 Planning Scheme: **Bayside**
 Directory Reference: **Melway 76 F8**

www.bayside.vic.gov.au

[Planning Scheme - Bayside](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **South East Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
 Legislative Assembly: **SANDRINGHAM**

OTHER

Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 \(NRZ3\)](#)



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

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)

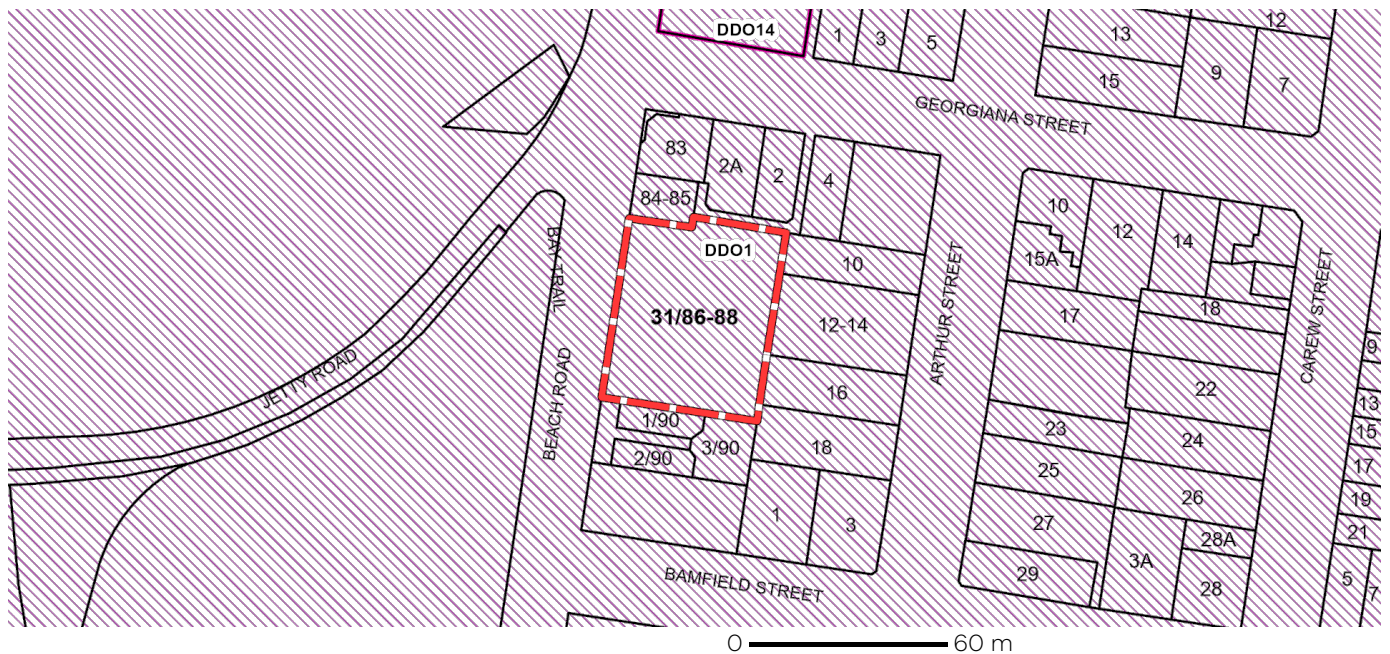


 **DCPO - Development Contributions Plan Overlay**

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

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

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 \(DDO1\)](#)



 **DDO - Design and Development Overlay**

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

Planning Overlays

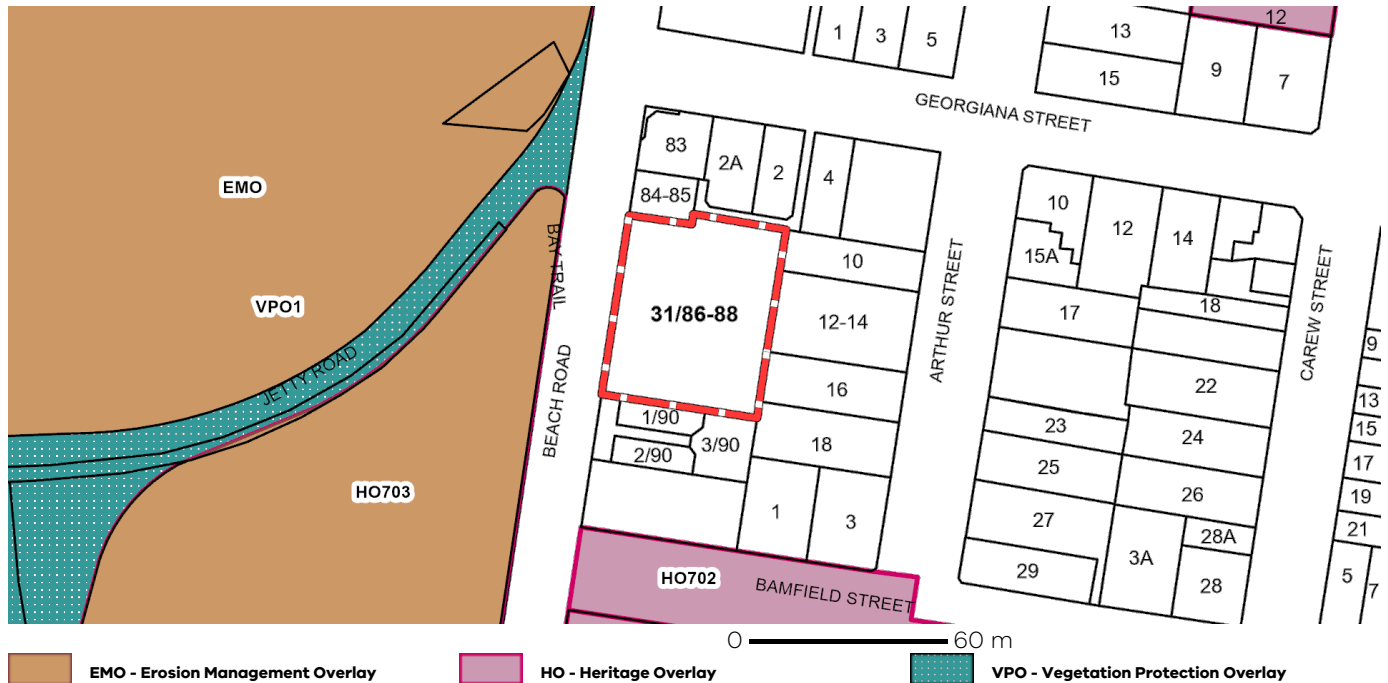
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[EROSION MANAGEMENT OVERLAY \(EMO\)](#)

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

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



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 30 August 2023.

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 apply to the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

Assessment/Reference Number – 877116

Please quote this number when requiring information in regard to this certificate.



76 Royal Avenue
PO Box 27
SANDRINGHAM VIC 3191
enquiries@bayside.vic.gov.au
Telephone 03 9599 4347
Order online at:
bayside.vic.gov.au/rates

Certificate Number: 20240738

See BPAY payment details on next page

Your Reference: 69916024-018-2

28/08/2023

**Please telephone Revenue Services on
9599 4347 to update this certificate**

**PLEASE NOTE – AN UPDATE OF THIS CERTIFICATE MAY BE OBTAINED VERBALLY
WITHIN 3 CALENDAR MONTHS FROM THE DATE OF THE CERTIFICATE AND
INFORMATION WILL BE ON A “WITHOUT PREJUDICE” BASIS.**

LANDATA
GPO Box 527
MELBOURNE VIC 3001

LAND INFORMATION CERTIFICATE

This certificate provides information regarding valuation, rates, charges and other moneys owing under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a Local Law of the Council and is for the financial year ending 30 June 2024.

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

| | |
|--------------------------------------|---|
| Property Location: | Unit 31 86-88 Beach Road SANDRINGHAM VIC 3191 |
| Title: | LOT: 31 PS: 616638P |
| Capital Improved Value: | \$750,000.00 |
| Site Value: | \$280,000.00 |
| Net Annual Value: | \$37,500.00 |
| Operative Valuation Date for Rating: | 01/07/2023 |
| Level of Value Date: | 01/01/2023 |

1. OUTSTANDING OR POTENTIAL LIABILITY/SUBDIVISIONAL REQUIREMENT:

There are no moneys owed for works under the Local Government Act 1958

There is no potential liability for rates under the Cultural and Recreational Land Act 1963 unless stated in "Other Information"

There is no potential liability for land to become rateable under Section 173 or 174A of the Local Government Act 1989 unless stated in "Other Information"

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes Under Section 18 of the Subdivision Act 1988 of the Local Government Act 1958

There are no moneys owed under Section 119 of the Local Government Act 2020 other than those shown on Part 4 of this Certificate (Rates Charges and Other Moneys)

2. SPECIAL NOTES:

In accordance with section 175 (1) of the Local Government Act 1989, a person who becomes the owner of rateable land must pay

(a) any rate or charge on the land which is current; and

(b) any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable.

3. ASSESSMENT NO. 877116 OTHER INFORMATION:

**4. RATES CHARGES AND OTHER MONEYS:
Due and payable in full by 15 February 2024**

| Rate Description | Date Levied | Levied Amount |
|-----------------------------------|-------------|---------------|
| Residential Rate | 1/7/2023 | \$754.10 |
| Waste Contribution Residential | 1/7/2023 | \$90.65 |
| Municipal Charge Residential | 1/7/2023 | \$168.82 |
| Resid.Fire Services Property Levy | 1/7/2023 | \$34.50 |
| Resid.Fire Services Levy Fixed | 1/7/2023 | \$125.00 |

| | |
|--|-------------------|
| Arrears/Credit of Rates & Charges to 30/06/2023: | \$0.00 |
| Interest from 01/07/2023, and/or account rounding: | \$0.00 |
| Other Moneys: | \$0.00 |
| Discount Allowed: | \$0.00 |
| Less Pension Pensioner Remission (Including Rates & Fire Services Levy): | \$0.00 |
| Less Payments/Adjustments: | \$0.00 |
| Debtors Total: | \$0.00 |
| Rates and Charges Total: | \$1,173.07 |
| Total Due: | \$1,173.07 |

NOTE: INTEREST WILL BE CHARGED ON OUTSTANDING AMOUNTS, EXCEPT FOR ANY AMOUNTS SHOWN AS "OTHER MONEYS", AFTER 15 FEBRUARY, 2024 OR AFTER THE DUE DATE OF AN INSTALMENT

Assessment Number: 877116

Certificate Number: 20240738

Completed Notice of Acquisitions should be submitted to enquiries@bayside.vic.gov.au.

Failure to lodge a completed Notice of Acquisition within one month of settlement is an offence. Penalty: 10 penalty units.

Settlement payments for this property can be made to:



**Bill Code 275297
Reference 877116**

(Please do not use these payment details for any other payments)

I hereby certify that as at the date of this certificate, the information given is a correct disclosure of the rates and other moneys and interest payable to the Municipality of the BAYSIDE CITY COUNCIL pursuant to the Local Government Acts, Local Law or By-Law.

Received the sum of \$28.90 being the fee for this certificate.

CERTIFICATE PREPARED BY

AUTHORISED OFFICER

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2020. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

Your property is traversed by or is within the vicinity of a Melbourne Water Asset as shown on the attached plan. Melbourne Water approval is required prior to any development or underground works on this property. For more information please visit www.melbournewater.com.au or contact 131722.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

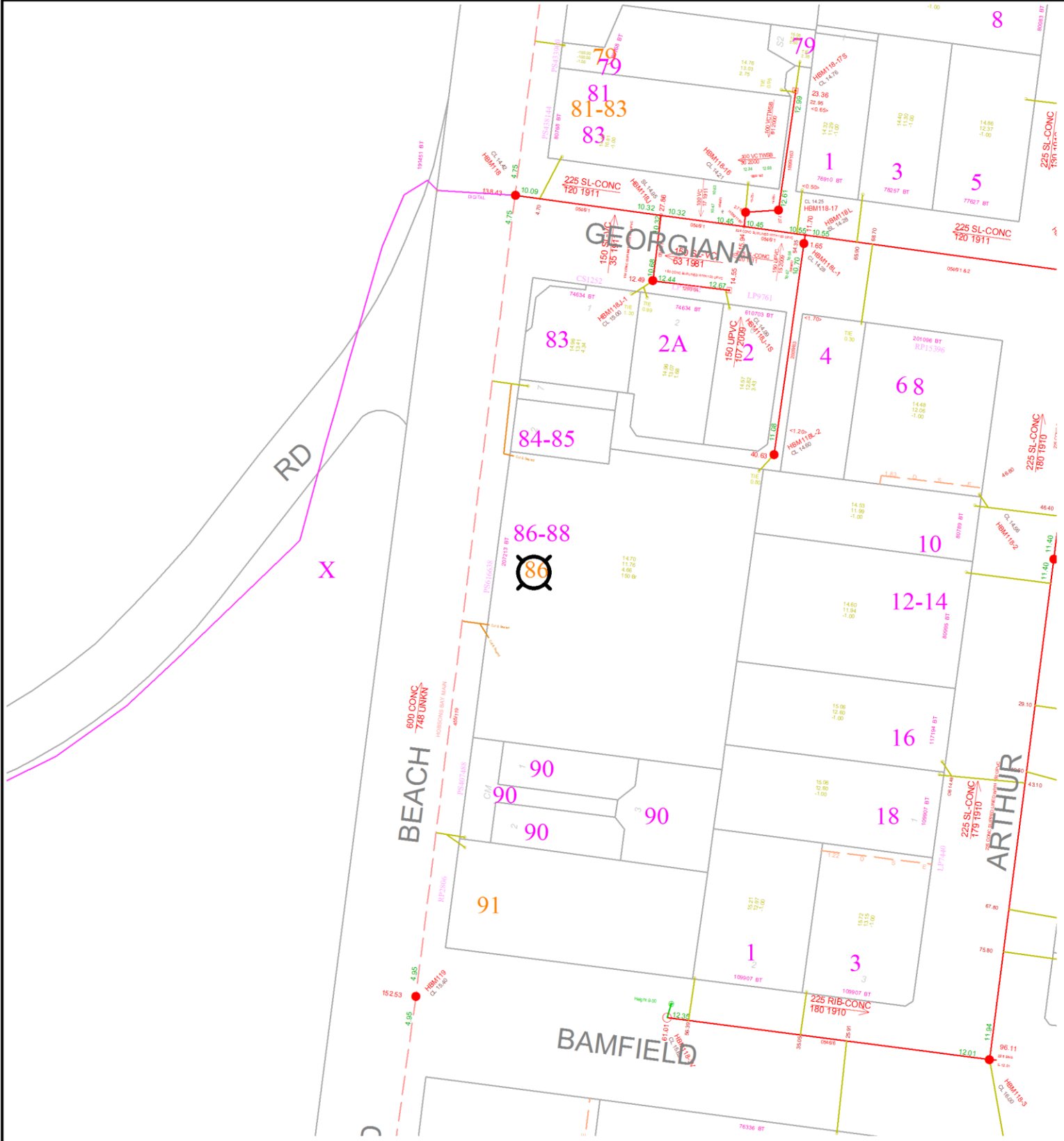
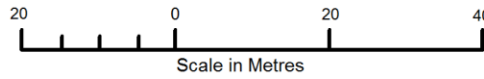
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



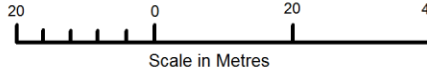
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

| | | | | | |
|-------------------------------|---------------------|--|-----------------------------------|--|------------------------|
| | Title/Road Boundary | | Subject Property | | Maintenance Hole |
| | Proposed Title/Road | | Sewer Main & Property Connections | | Inspection Shaft |
| | Easement | | Direction of Flow | | Offset from Boundary |
| Melbourne Water Assets | | | | | |
| | Sewer Main | | Underground Drain | | Natural Waterway |
| | Maintenance Hole | | Channel Drain | | Underground Drain M.H. |

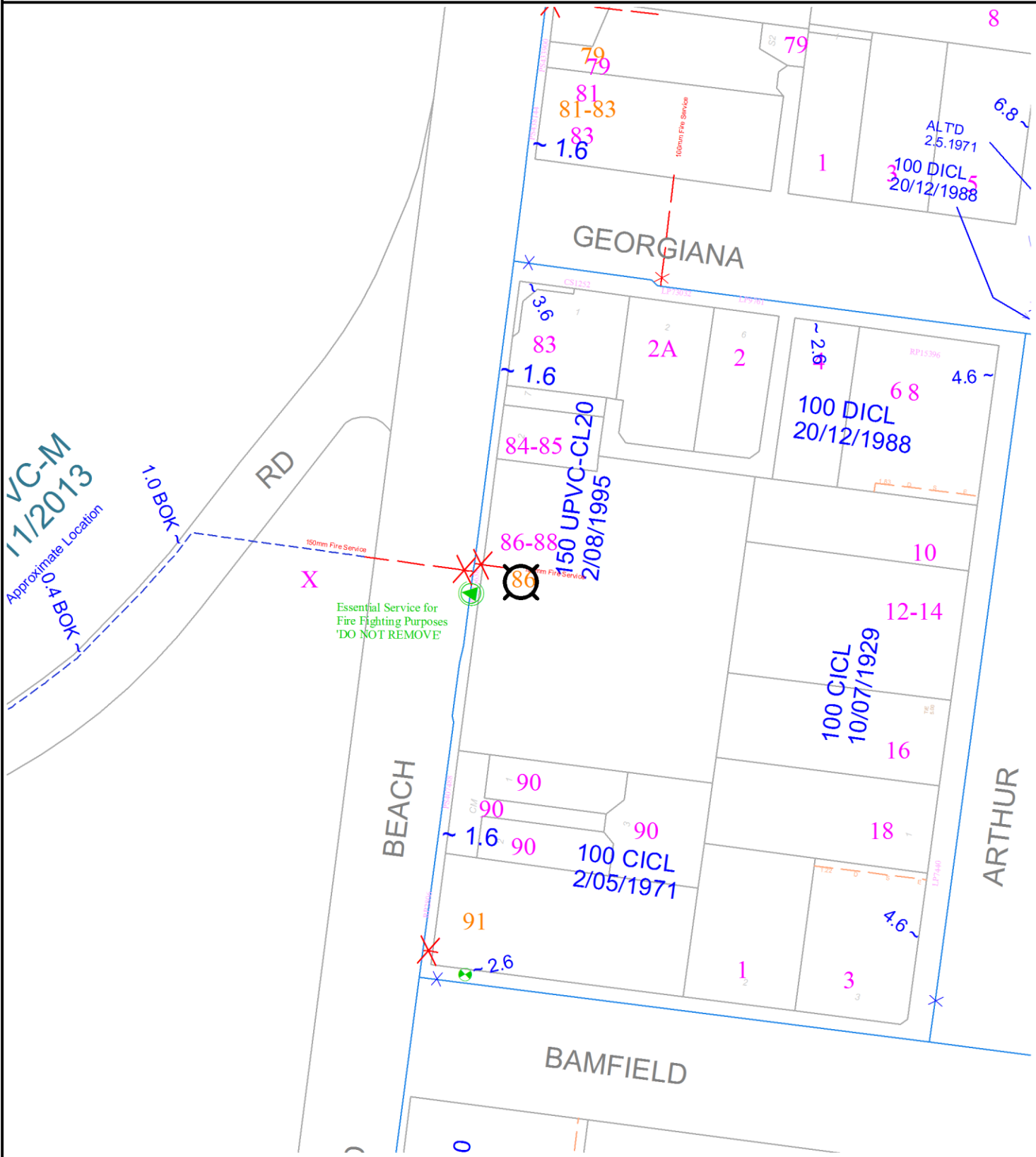


Property: Lot 31 UNIT 31 86 BEACH ROAD SANDRINGHAM 3191

Case Number: 44742128



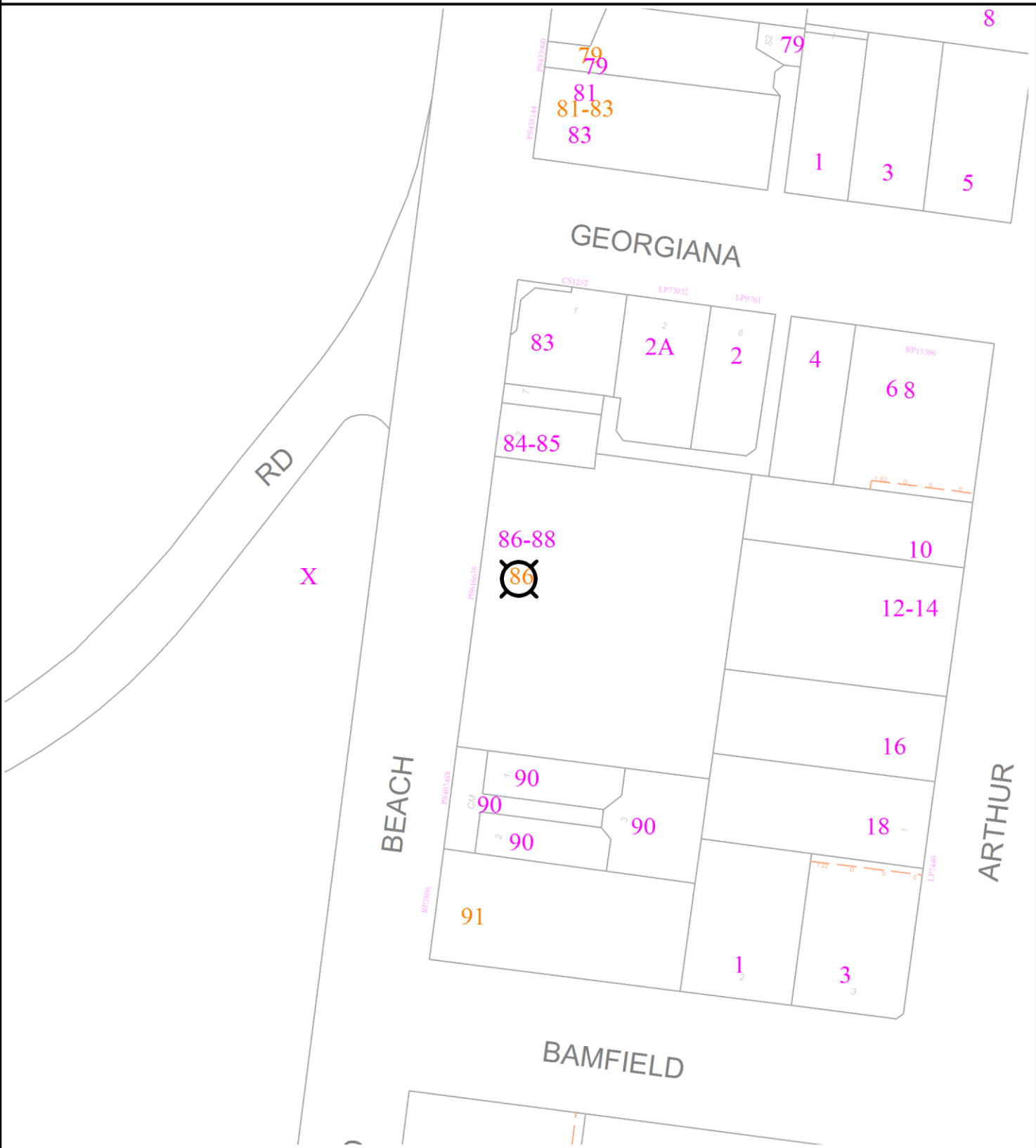
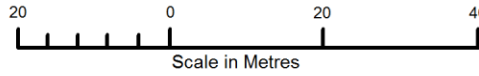
Date: 16AUGUST2023



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Water Main Valve
- Water Main & Services
- Hydrant
- Fireplug/Washout
- Offset from Boundary



WARNING This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

| LEGEND | | | |
|--------|---------------------|--|--------------------------------|
| | Title/Road Boundary | | Subject Property |
| | Proposed Title/Road | | Recycled Water Main Valve |
| | Easement | | Recycled Water Main & Services |
| | | | Hydrant |
| | | | Fireplug/Washout |
| | | | Offset from Boundary |

Property Clearance Certificate

Land Tax



INFOTRACK / MAYFAIR LEGAL

Your Reference: 23314
Certificate No: 66578542
Issue Date: 16 AUG 2023
Enquiries: ESYSPROD

Land Address: UNIT 31, 86 -88 BEACH ROAD SANDRINGHAM VIC 3191

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 37418422 | 31 | 616638 | 11149 | 734 | \$0.00 |

Vendor: ILANA MELNIKOV
Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|-------------------|------|---------------|------------------|------------------|--------|
| MS ILANA MELNIKOV | 2023 | \$270,000 | \$0.00 | \$0.00 | \$0.00 |

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

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

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$850,000

SITE VALUE: \$270,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 66578542

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 cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

6. 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.
7. 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 = \$270,000

Calculated as \$0 plus (\$270,000 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 66578542

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: 66578542

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

Windfall Gains Tax



INFOTRACK / MAYFAIR LEGAL

Your Reference: 23314

Certificate No: 66578542

Issue Date: 16 AUG 2023

Land Address: UNIT 31, 86 -88 BEACH ROAD SANDRINGHAM VIC 3191

| Lot | Plan | Volume | Folio |
|-----|--------|--------|-------|
| 31 | 616638 | 11149 | 734 |

Vendor: ILANA MELNIKOV

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 66578542

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 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.

General information

8. 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.
9. 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.
10. 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




Biller Code: 416073
Ref: 66578543

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: 66578543

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.

Our Ref: BC2023/2107/1
Enquiries: A Hudgson - Building Surveying Department
Telephone: 9599 4796



Your Ref: 69916024-020-5

21 August 2023

Landata
2 Lonsdale Street
MELBOURNE VIC 3000

Corporate Centre
76 Royal Avenue, Sandringham
PO Box 27, Sandringham VIC 3191
Tel (03) 9599 4444
Fax (03) 9598 4474
building@bayside.vic.gov.au
www.bayside.vic.gov.au

Dear Sir/Madam,

**Request for Information – Unit 31 86-88 Beach Road SANDRINGHAM
Building Regulations 2018, Regulation 51 (1)**

In response to your request received 16/08/2023, please find the following details of any permit or certificate of final inspection issued in the preceding 10 years

| Building Approval No. | Date Building Permit Issued | Certificate of final Inspection (CFI) No. | Occupancy Permit (OP) No. | Date CFI / OP Issued | Brief description of work |
|------------------------------|------------------------------------|--|----------------------------------|-----------------------------|----------------------------------|
| NIL | NIL | NIL | NIL | NIL | NIL |

Details of any current notice or order issued by the relevant Building Surveyor issued under these regulations or the Act, or the Building Regulations 2018.

| |
|---------------------|
| Notice – N/A |
| Order – N/A |

For enquiries relating to information contained within this document, please contact Council's building department on 9599 4796.

Yours Faithfully

A handwritten signature in blue ink, appearing to be "Brett Turner", with a stylized flourish at the end.

**Brett Turner
MUNICIPAL BUILDING SURVEYOR**

PLEASE NOTE:

- Pursuant to the Part 9 Division 3 of the Building Regulations 2018, the owner of a Class 1 or 3 building or a Class 4 part of a building or sole-occupancy unit contained in a Class 2 building or a Class 9a building that is a residential care building that was constructed or for which a building permit was granted before 1 August 1997 must ensure that automatic smoke detection and alarm systems have been installed.
- Pursuant to Part 9 Division 2 of the Building Regulations 2018, the owner of land that contains a swimming pool or spa that is appurtenant to a Class 1, 2, 3 or 10 building or a Class 4 part of a building and which is capable of containing a depth of water exceeding 300mm must ensure that barriers are in place to restrict access to the part of the allotment or building containing the swimming pool or spa.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Mayfair Legal C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 375949

NO PROPOSALS. As at the 16th August 2023, 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 31, 86-88 BEACH ROAD, SANDRINGHAM 3191
CITY OF BAYSIDE

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: 16th August 2023

Telephone enquiries regarding content of certificate: 13 11 71

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 28th August 2023

1. OWNERS CORPORATION DETAILS

Plan Number: PS616638P

Address of Plan: 86-88 Beach Road SANDRINGHAM VIC VIC 3191

Lot Number this statement relates to: | 31 |

Unit Number this statement relates to: | 31 |

Postal Address P O. Box 5583 MORDIALLOC VIC 3195

2. CERTIFICATE DETAILS

Vendor: Ilana Melnikov

Postal Address for Lot 31 Unit 31/ 86-88 Beach Road Sandringham Victoria 3191

Person requesting Certificate: Mayfair Legal

E-mail: rdb@mayfairlegal.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 31

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 31 are **5,248.52 per annum** commencing on 1 September 2022. Levies for this plan are raised over **4 periods**

| Period | Amount | Due Date | Status |
|----------------------|----------|----------|--------------|
| 01/09/23 to 30/11/23 | 1,312.13 | 20/09/23 | Issued |
| 01/12/23 to 29/02/24 | 1,312.13 | 01/12/23 | To be Issued |
| 01/03/24 to 31/05/24 | 1,312.13 | 01/03/24 | To be Issued |
| 01/06/24 to 31/08/24 | 1,312.13 | 01/06/24 | To be Issued |

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 31.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 28th August 2023

For Plan No. PS616638P - Lot 31

4. CURRENT LEVY POSITION FOR LOT 31

| Fund | Balance | Paid To |
|------------------|----------------------|----------------|
| Administrative | \$1,312.13 DR | 31 August 2023 |
| Maintenance Fund | 0.00 | 31 August 2022 |
| BALANCE | \$1,312.13 DR | |

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 31.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 31 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 28 August 2023:

| Account / Fund | Amount |
|--|---------------------|
| TOTAL FUNDS HELD AS AT 28 AUGUST 2023 | \$212,532.69 |

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

| Testing and Inspections | | | |
|--------------------------|--|--------------------|---|
| Date of Contract | Name of Contractor | Status | Brief Description |
| 29/09/2009 22/02/2010 | Cleaning Dudes Link Fire | Current Current | Cleaning of common property interior spaces. Essential Services Maintenance Programmed |
| 25/02/2010 | Australian Essential Services Group Pty Ltd | Current | Passive safety auditing |
| 10/03/2010 | ADT - Fire Monitoring | Current | Fire panel and sprinkler maintenance |
| 09/07/2010 | ThyssenKrupp Elevator | Current | Lift maintenance |
| 15/10/2012 | WasteWise | Current | Waste removal services |

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 28th August 2023

For Plan No. PS616638P - Lot 31

| Date of Contract | Name of Contractor | Status | Brief Description |
|------------------|--------------------|---------|----------------------|
| 26/10/2022 | Ace Body Corporate | Current | Management Agreement |

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

| Date of Agreement | Name of Service Provider | Agreement provided to | Status | Brief Description |
|-------------------|--------------------------|-----------------------|---------|-------------------|
| 15/10/2018 | Tango Energy | | Current | Electricity |

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The Owners Corporation is currently in the process of engaging a Project Manager to tender the Cladding removal works. The cost of these works is not yet known. A special levy may be raised to fund the cost for these works.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Ace Body Corporate Consulting
ABN / ACN:
Address of Manager: Ground Floor, 224 Boundary Road Braeside Victoria 3195
Telephone: 85861300
Facsimile: 85953825
E-mail Address: consulting@acebcm.com.au

17. ADDITIONAL INFORMATION

For more information, please refer to the minutes of the most recent AGM. Also, please see attached document regarding the Victorian Statewide Cladding Audit. Please note there is no further information regarding cladding available to the Owners Corporation at the date of this notice.
See above (14) regarding an ongoing dispute with the builder Wilkinson Developments Pty Ltd in relation to building defects.

OWNERS CORPORATION CERTIFICATE

(Continued)

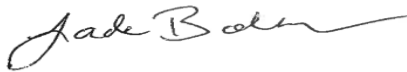
As at 28th August 2023

For Plan No. PS616638P - Lot 31

There was a previous leak from Lot 6 into Lot 1 due to a leaking outlet seal and seal around the waste pipe to the bathroom floor. A plumber was engaged to undertake the required works and resultant damage will be rectified once confirmation that the leak has been repaired.

SIGNING

The common seal of Plan No. PS616638P, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Jade Bolton

Company: Ace Body Corporate Consulting

Address of registered office: Ground Floor, 224 Boundary Road
Braeside Victoria 3195

28/08/2023

Date



Common Seal
of Owners Corporation



ACE BODY CORPORATE CONSULTING

PROFESSIONAL PERSONAL SERVICE

Phone: (03) 8586 1300

Address: 244 Boundary Road (Ground Floor) Braeside, VIC 3195

Post: PO Box 5583, Mordialloc VIC 3195

Email: consulting@acebcm.com.au

Web: www.acebodycorp.com.au

Mayfair Legal

28th August 2023

Dear Mayfair Legal

Re: OWNERS CORPORATION CERTIFICATE - LOT 31, PLAN NO. PS616638P

In response to your request, we now attach an Owners Corporation Certificate for Lot 31 in Plan No. PS616638P dated 28th August 2023. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at consulting@acebcm.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

Registered Manager

Full name: Jade Bolton/RT

Company: Ace Body Corporate Consulting

Address of registered office: Ground Floor, 224 Boundary Road
Braeside Victoria 3195

28/08/2023

Date

Ace Body Corporate Consulting
ABN 50108688231

PO Box 5583, Mordialloc VIC 3195

www.acebodycorp.com.au
consulting@acebcm.com.au

Ph:(03)85861300



MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No PS616638P

Nautica

86-88 Beach Road, SANDRINGHAM, VIC, 3191

These are the minutes of the Annual General Meeting for Owners Corporation Plan No PS616638P held at Video Conference: <https://meet.acebcm.com.au/261537998> commencing at 5:35 PM on Wednesday 26 October 2022.

Notice of interim minutes is provided pursuant to Section 78(4) of the Act and that these interim resolutions will become resolutions of the Owners Corporation, subject to paragraphs (b) & (c), 29 days from the date of the interim resolution.

Lots Represented

| <u>Lot No</u> | <u>Name</u> |
|---------------|------------------------------|
| 3 | Gary J Minihan |
| 5 | Megan Susnja |
| 8 | Rosemary Sheppard – pre vote |
| 9 | Martin & Jane Rodgers |
| 11 | Malcolm & Estelle Fordham |
| 17 | Mary Louise O'Connor |
| 24 | John Rowell & Lynne Rowell |
| 26 | Jaqui Investments P/L |
| 28 | Joanne Worrada – via proxy |
| 30 | Gavin Moores |

Present by Proxy

| <u>Lot</u> | <u>In Favour of:</u> |
|----------------------------------|----------------------|
| Joanne Marie Worrada – Lot 24 | Lyn Rowell – Lot 28 |

Apologies

Rosie Sheppard lot 8

In Attendance

Georgina Ayache representing Ace Body Corporate Consulting.

Quorum

As no quorum was declared, members resolved that the meeting proceed in accordance with Section 78 of the Owners Corporation Act 2006, and that all decisions made will be interim decisions

Chairperson

Motions

1 MINUTES

1.1 Minutes of Last AGM

Ordinary Resolution

That the Minutes of the last Annual General Meeting of the Owners Corporation held 15 March 2021 be adopted and confirmed as a true record and account of the decisions made at that meeting.

Motion Result: Motion CARRIED.

Voting:

Affirmative: 10

Negative: 0

Abstained: 0

2 INSURANCES

2.1 Acknowledge Insurance

Ordinary Resolution

That the Owners Corporation resolve to acknowledge and accept the insurance cover set out within the notice of meeting; and
 resolve to renew the insurance at the greater of, the suggested rate of cover as recommended by the broker/insurer at the time of renewal or the recommended by a valuation obtained prior to the renewal.

| Policy Number | Underwriter | Current To | Risk Type | Coverage Amount |
|---|-----------------------------------|-------------|--|---------------------------|
| 30388 | CHU Underwriting Agencies Pty Ltd | 17 Aug 2022 | Flood | Insured |
| | | | Damage (i.e. Building) Policy | \$22,510,000.00 |
| | | | Loss of Rent | \$3,376,500.00 |
| | | | Common Area Contents | \$42,000.00 |
| | | | Property, Death and Injury (Public Liability) | \$30,000,000.00 |
| | | | Voluntary Workers Insurance | \$300,000.00 / \$3,000.00 |
| | | | Fidelity Guarantee Insurance | \$250,000.00 |
| | | | Office Bearers Liability Insurance | \$5,000,000.00 |
| | | | Machinery Breakdown Insurance | \$100,000.00 |
| | | | Building Catastrophe | \$6,753,000.00 |
| | | | Community Income | \$1,012,950.00 |
| | | | Building Catastrophe - Temporary Accommodation | \$337,650.00 |
| | | | Building Catastrophe - Removal of Contents/Evacuat | \$337,650.00 |
| | | | Government Audit Costs | \$25,000.00 |
| | | | Government Audit Costs - Appeal Expenses | \$100,000.00 |
| Government Audit Costs - Legal Defense Expenses | \$100,000.00 | | | |
| Lot Owner's Fixtures and Improvements | \$250,000.00 | | | |
| TOTAL PREMIUM: \$72,535.24 | | | | |

Motion Result: Motion CARRIED.

Voting:

Affirmative: 10

Negative: 0

Abstained: 0

2.2 Obtain a new Valuation **Ordinary Resolution**
That the Owners Corporation resolve to obtain an insurance valuation and if the recommend building sum insured from the valuation is greater than the current building sum insured amount, as soon as practicable, obtain additional insurance cover to ensure the level of cover is at least equal to the level of cover recommended by the insurance valuation.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

NOTES: order insurance valuation in May /June 2023

2.3 Acknowledge Insurance Valuation **Ordinary Resolution**
That the Owners Corporation acknowledge the insurance valuation report dated 19 December 2018 with a recommended building sum insured of \$22,510,000.00.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

3 REPORTS

3.1 Receive Manager's Report **Ordinary Resolution**
That the Manager's Report be received.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

3.2 Receive Dispute Resolution Report/Arrears Waiver of Interest Report **Ordinary Resolution**
That the Dispute Resolution Report/Arrears Waiver of Interest Report be received.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

4 FINANCIAL STATEMENTS

4.1 Financial Statements **Ordinary Resolution**
That the financial statements for the period ending 31 August 2021 (which report total members' funds of \$249,080.07 as per report attached) be adopted.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

5 BUDGET

5.1 Approve Budget **Ordinary Resolution**
That the budget for the financial year commencing 1 September 2021, enclosed within the meeting documents, be adopted.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

NOTES: maintenance budget to remain the same as is currently - \$58,000

6 FEES

6.1 Setting of Fees - Administration Fund

Ordinary Resolution

That fees be set in accordance with Section 23 of the Owners Corporations Act 2006 at \$178,450.00 (incl. GST) towards the **Administration Fund**, to commence on 1 September 2021.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

6.2 Fee Instalment Periods - Administration Fund

Ordinary Resolution

That the **Administration Fund** fees be paid in advance by 4 instalments for the financial year ending 31 August 2022, and to be continued at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting, as follows:

Administration Fund:

| Levy Status | Financial Period | Period From | Period To | Due | Admin Fund | Per Lot Ent. |
|--------------|------------------|-------------|-------------|-------------|---------------------|-----------------|
| | | 01 Sep 2021 | 30 Nov 2021 | 01 Sep 2021 | \$43,893.50 | \$129.10 |
| | | 01 Dec 2021 | 28 Feb 2022 | 01 Dec 2021 | \$43,893.50 | \$129.10 |
| | | 01 Mar 2022 | 31 May 2022 | 01 Mar 2022 | \$43,893.50 | \$129.10 |
| | | 01 Jun 2022 | 31 Aug 2022 | 01 Jun 2022 | \$46,769.50 | \$137.56 |
| Total | | | | | \$178,450.00 | \$524.85 |

Interim Periods

| Levy Status | Financial Period | Period From | Period To | Due | Admin Fund | Per Lot Ent. |
|--------------|------------------|-------------|-------------|-------------|--------------------|-----------------|
| | | 01 Sep 2022 | 30 Nov 2022 | 01 Sep 2022 | \$44,612.50 | \$131.21 |
| | | 01 Dec 2022 | 28 Feb 2023 | 01 Dec 2022 | \$44,612.50 | \$131.21 |
| Total | | | | | \$89,225.00 | \$262.43 |

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

7 PENALTY INTEREST AND DEBT RECOVERY

7.1 Charging of Penalty Interest

Ordinary Resolution

That the Owners Corporation confirm to charge penalty interest in accordance with the conditions set out by the Owners Corporation Act 2006 Part 3.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

7.2 Waiver of Penalty Interest and Late Payment Fees

Ordinary Resolution

That the Owners Corporation No. PS616638P resolve that the Manager, when finalising outstanding levies and charges, may waive from the lot ledger fees and charges (excluding levies) up to **[\$[resolve amount at AGM]** of penalty interest and **[\$[resolve amount at AGM]** of late payment charges where the lot has not had any waiver of fees and charges in the preceding two (2) years. All other amounts will require approval of the Committee. Any waiver of interest will require the amount to be paid in full with the credit being carried forward to be applied to future fees.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

NOTES: waivering of fees to be reviewed by committee

7.3 Payment Plans

Ordinary Resolution

That the Owners Corporation No. PS616638P resolve that the Manager be delegated the authority to enter the Owner and Owners Corporation into a payment arrangement where the outstanding balance is paid out in full within six (6) months, or in accordance with a policy adopted by the Committee from time to time; and subject to all future fees and charges being paid on-time and in full.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

7.4 Debt Recovery Process

Ordinary Resolution

- a. That the manager arrange for the issue of debt collection and proceedings against the owner/s of lot/s in arrears, and;
- b. That the debt collection and legal cost/s of these proceedings be invoiced back to the owner/s of lot/s who are being pursued for the arrears, and;
- c. That 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 member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligations under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation, and;
- d. That the Owners Corporation may recover from any instigating unit owner the cost of any works undertaken for the use of that unit such as but not limited to: - Title Searches, Key Issue / Recovery, Attendance to record searches or other incidentals.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

8 MANAGER

8.1 Appointment of Manager

Ordinary Resolution

That in accordance with The Owners Corporations Act 2006 Section 119, Owners Corporations Regulations 2018 and Owners Corporation Rules:

- a. Ace Body Corporate Consulting be appointed as Manager of the Owners Corporation for 1 year from and including the date of this meeting;
- b. The Owners Corporation delegate to the Manager all of the powers and functions of the Owners Corporation necessary to enable the Manager to perform its duties under the form of Contract of Appointment Owners Corporation Manager (Appointment);
- c. The delegation to the Manager is to be subject to the conditions and limitations in the Appointment;
- d. That a member be appointed as representative of the Owners Corporation for the purpose of the Appointment; and
- e. The common seal of the Owners Corporation be affixed to the Appointment.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

9 ENGAGEMENT OF CONTRACTORS

9.1 Engagement of Contractors

Ordinary Resolution

That the Owners Corporation acknowledges that the Strata Manager will not issue a Work Order or engage any Contractors for the provision of any goods or services, unless they have complied with the Minimum Requirements as defined in the explanatory note.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

10 ESSENTIAL SAFETY

10. Essential Safety

Ordinary Resolution

1

That the Owners Corporation will review its mandatory responsibility in accordance with the Victorian Building Regulations 2006 (Part 10) & OHS Act 2004, Section 21 (3) in relation to the fire services, safety and risk management; and

That the Owners Corporation is to ensure the essential service items are attended to in accordance with the Building Code of Australia.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

11 USE OF COMMON SEAL AND EXECUTION OF DOCUMENTS

11. Use of Common Seal and Execution of Documents **Ordinary Resolution**
1

To advise what documents the common seal has been affixed to, or documents executed by the Owners Corporation in accordance with Section 10 of the Owners Corporations Act 2006, since the last Annual General Meeting.

- Contract of Appointment – Owners Corporation Manager x 2
- OC Certificate for prospective vendors.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

12 COMMITTEE

12. To Elect a Committee **Ordinary Resolution**
1

That, pursuant to Sections 100 and 103 of the Owners Corporation Act 2006, the Owners Corporation elect a committee consisting of at least three (3) and no more than seven (7) members.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

NOTES: 7 members of committee

12. Election of Committee **Ordinary Resolution**
2

That members of the Committee be elected and that the size of the Committee is declared as a maximum number and be equal to the number of members elected.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

NOTES: Gavin, Gary, Martin, Lyn , Rosie, Megan & 1 Casual Vacancy

12. Committee To Elect a Chairperson **Ordinary Resolution**
3

That the Committee elect the Chairperson of the Owners Corporation.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

NOTES: Gary to remain as chair

12. Owners Corporation to Elect Chairperson **Ordinary Resolution**
4

That, if the above Motion is defeated, the Owners Corporation elect a Chairperson of the Owners Corporation.

Motion Result: Motion DEFEATED.

Voting: Affirmative: 0 Negative: 10 Abstained: 0

12. Committee To Elect a Secretary
5

Ordinary Resolution

That the Owners Corporation appoint a Secretary of the Owners Corporation and of the Committee in accordance with Sections 99 and 107 of the Owners Corporation Act 2006.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

NOTES: Megan to remain secretary

12. Delegation of Powers to Committee
6

Ordinary Resolution

That the Owners Corporation delegate to the members of the Committee who are members of the Owners Corporation all the powers and functions of the Owners Corporation that may be delegated as set out in the Owners Corporation Act 2006 (see the notes section below for breakdown);

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

12. Committee to also serve as Grievance Committee
7

Ordinary Resolution

That the members of the Committee also serve as the Grievance Committee.

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 0 Abstained: 0

13 GENERAL BUSINESS

Discussion on additional items raised by any of the members.

NOTES: pressure washing of the the driveway
obtain quotations for new intercom - by committee
committee to review maintenance matters and advise the manager

14 NEXT MEETING

Proposal for a tentative date for the next Annual General Meeting.

NOTES: end october early november 2023

Closure

There being no further business the Chairperson declared the meeting closed at 06:19 PM.

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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 user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) 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 or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

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

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) 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.
- (2) 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.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) 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
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

- (1) 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.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) 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.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) 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.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) 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.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in 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.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 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.

6.2 Noise and other nuisance control

- (1) 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.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Owners Corporation Notification of Making Owners Corporation Rules

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Section 27E(1) Subdivision Act 1988
(when lodged with Plan)



Lodged by

Name: PACE DEVELOPMENT GROUP PTY LTD

Phone: 1300 722334

Address: 246 ESPLANADE, BRIGHTON, 3186

Reference: RB: 07326

Customer Code: 12024R

Owners Corporation No. 1 Plan No. PS616638P

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Dated: 02/07/2009

Signature of Licensed Conveyancer under the Conveyancers Act 2006 for applicant

Brodie
Licence No. 0003482
Roslyne Brodie

For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

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Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

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OWNERS CORPORATION 1 PLAN NO. PS 616638P

CONSOLIDATED RULES

1. Health, safety and security

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

- 1.1.1. 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 user of another lot.
- 1.1.2. 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.
- 1.1.3. A lot owner or occupier must not dispose of cigarette butts, cigarette ash or any other materials over balconies or on the Common Property;
- 1.1.4. A lot owner or occupier must not consume alcohol on or take glassware onto the Common Property;
- 1.1.5. 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,

- 1.2.1. 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.

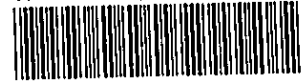
- 1.3.1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot, storage cage or on the common property any flammable chemical, liquid or gas or other flammable material.
- 1.3.2. This rule does not apply to—
 - 1.3.2.1. chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - 1.3.2.2. any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.4. Waste disposal.

- 1.4.1. 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.
- 1.4.2. An owner or occupier of a lot must make every effort to recycle into the correct bins and follow any sign posted instructions.

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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.

2.2.1. 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 8.

2.2.2. 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.

2.2.3. The chairperson and or secretary is responsible for ensuring that decisions are made by the committee in accordance with Owners Corporation Act 2006 and that resolutions of the Committee are properly documented.

2.3. Financial controls for committees, sub-committees and delegates.

2.3.1. The Committee has the power to spend up to \$1000 or up to 10% of the allocated budget whichever is the greater.

2.3.2. 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.

3.1.1. Owners Registrar

In accordance with the Owners Corporation Act 2006 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.

3.1.2. Owners Corporation Certificate

The fee for preparing and issuing the owners corporation certificate will be the maximum fee as prescribed by the regulations.

3.1.3. Recovery of Costs

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 Corporation Act 2006 or the Owner Corporation Regulations 2007 or the Rules of the Owners Corporation

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3.1.4. Compliance

- i. An owner or occupier of a lot must give a copy of these rules to each occupier of their lot.
- ii. 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.
- iii. An owner 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.
- iv. 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.
- v. 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.

3.1.5. Breach of rules

3.1.5.1. If any person bound by the rules of the Owners Corporation is in breach or default of:

- a. any rule of the Owners Corporation;
- b. any obligation under the Owners Corporation Act 2006; or
- c. any obligation under the Owners Corporation Regulations 2007;

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.

3.1.5.2. If any person bound by the rules of the Owners Corporation is in breach or default of:

- a. any rule of the Owners Corporation;
- b. any obligation under the Owners Corporation Act 2006; or
- c. any obligation under the Owners Corporation Regulations 2007;

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.

3.1.6. Insurance

3.1.6.1. 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.

3.1.6.2. 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.

3.1.7. Discretion to make an Insurance claim

3.1.7.1. The Owners Corporation may in its absolute discretion decide whether to make a claim against any insurance policy held by the Owners Corporation.

3.1.7.2. 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.

3.1.7.3. 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; and
- 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.

3.2. Repair and maintenance of common property and services.

3.2.1. Moving in and out

3.2.1.1. 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.

3.2.1.2. The Owners Corporation has the right to recover from an owner or occupier of a lot who is in breach or default of Rule 3.2.1.1, 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.

3.2.1.3. Suitable protection must be installed to protect the lift, walls and floors. All repairs to rectify damage will be the responsibility of the tenant, in the event the repair is not



satisfactory, then the owner of the lot will remain responsible.

3.3. Metering of services and apportioning of costs of services.

- 3.3.1. 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.
- 3.3.2. 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.
- 3.3.3. Subrule (3.3.2) does not apply if the concession or rebate—
 - 3.3.3.1. 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
 - 3.3.3.2. is paid directly to the lot owner or occupier as a refund.
- 3.3.4. 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.
- 3.3.5. A lot owner will be responsible for any costs incurred by the owners corporation that benefit only that lot.

4. Use of common property

4.1. Use of common property.

- 4.1.1. 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.
- 4.1.2. 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.
- 4.1.3. An approval under subrule (4.1.2) may state a period for which the approval is granted.
- 4.1.4. 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 a Pet Agreement and shall not allow any animal to roam without supervision on the common property.
- 4.1.5. All animals must be on a leash at all times when on the common property or in a cage.
- 4.1.6. Owners of animals must remove any droppings left by their animal.
- 4.1.7. 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.
- 4.1.8. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4.1.7) must remove that animal.

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4.1.9. Subrules (4.1.7) and (4.1.8) do not apply to an animal that assists a person with an impairment or disability.

4.2. Use of equipment, services and amenities on common property.

- 4.2.1. A lot owner or occupier must not install a satellite dish or other antenna unless written approval is given by the owner's corporation.
- 4.2.2. An Owner or Occupier must not, without a General Approval, 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.
- 4.2.3. 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

4.3. Vehicles and parking on common property.

4.3.1. Owners' and Occupiers' Cars

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:

- 4.3.1.1. All vehicles (including motor cars, caravans, boats, trailers, motorbikes etc) must be stored within the allocated car parking lot and ensure that the vehicle does not protrude into the driveway.
- 4.3.1.2. No vehicle is to be left 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.
- 4.3.1.3. An Owner or Occupier must not use the visitors parking area for parking greater than 30 mins.

4.3.2. Use of Parking Spaces

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:

- 4.3.2.1. Store an unregistered vehicle, registered or unregistered boat, trailer, caravan, truck, bus, motor cycle.
- 4.3.2.2. Rebuild or repair any type of vehicle.
- 4.3.2.3. 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.

- 4.3.2.4. Wash any Vehicle on the common property other than in a space allocated for that purpose by the Owners Corporation.

4.4. Laundry on common property

Each Owner and Occupier must not without written approval by the owner's corporation.:

- (a) place any washing, towel or other article on the Common Property including balconies, porches, driveways, fences or so as to be visible from the Common Property or from outside the Building;

4.5. Damage to common property

- 4.5.1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- 4.5.2. 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.
- 4.5.3. An approval under subrule (4.5.1) or (4.5.2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- 4.5.4. 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.
- 4.5.5. The owner or person referred to in subrule (4.5.4) must keep any device, screen or barrier installed in good order and repair.
- 4.5.6. 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.
- 4.5.7. Skips or any equipment is not to be delivered or stored on the common property. Skips may be placed (subject to Council approval) on the nature strip.

4.6. Deposit of rubbish and other material on common property.

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

5. Lots

5.1. Change of use of lots.

- 5.1.1. 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.

5.1.2. 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:

- a) 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.
- b) You must not have any signs, advertisements or promotional material on your lot.
- c) You must not do anything that is immoral nor is a nuisance to us or your neighbours.
- d) You must not have regular deliveries or allow trucks to enter.

5.2. External appearance of lots.

5.2.1. Each Owner and Occupier must not without first obtaining a General Approval:

- (a) Maintain inside a lot anything visible from outside of a lot that is not in keeping with the rest of the Building;
- (b) 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;

5.2.2. Corridors are to be free from personal effects including but not limited to Shoes, prams, pet bowls, bikes, skateboards, building materials, pot plants etc.

5.2.3. An owner or occupier of a lot must not install or permit the installation of any external blinds or awnings other than as approved by the Owners Corporation.

5.2.4. 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 façade without approval from the Owners Corporation.

5.2.5. 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.

5.3. Requiring notice to the owners corporation of renovations to lots.



5.3.1. 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.

5.3.2. Each Owner and Occupier must notify each neighbouring lot if major internal renovations are being undertaken.

5.4. Times within which work on lots can be carried out.

5.4.1. All renovation work must comply with EPA Noise Regulations and Local Government planning requirement.

5.4.2. Works shall not be undertaken before 8am to 5pm Monday to Saturday and 10 am to 5pm on Sunday.

6. Design

6.1. Roof – Dark Charcoal

6.2. Windows – Black , profile

6.3. Render – Dune

6.4. Fence stain -

7. Behaviour of persons

7.1. 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.

7.2. Noise and other nuisance control.

7.2.1. 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.

7.2.2. Subrule (7.2.1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7.2.3. 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.

8. Dispute resolution

8.1. Breach of Rules In this Rule 8:

“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, the Owners Corporations Regulations 2007 or the Rules;

- 8.1.1. 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, the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation.
- 8.1.2. 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, the Owners Corporations Regulations 2007 or the rules.
- 8.1.3. A complaint must be in writing and in the approved form.
- 8.1.4. 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.
- 8.1.5. A complaint cannot be made in relation to a personal injury.
- 8.1.6. A complainant must lodge a complaint with the manager of the Owners Corporation as soon as practicable.
- 8.1.7. A complaint may be lodged in person or by registered post addressed to the office of the manager of the Owners Corporation.
- 8.1.8. 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.
- 8.1.9. The manager must within 3 days provide the Owners Corporation Committee with a copy of the complaint received under rule 8.1.2 and the Secretary of the Committee will as soon as practicable, call a meeting of the Committee to:
 - a. review the complaint;
 - b. decide if the complaint is a breach of the Rules;
 - c. decide if the breach is a breach of the Owners Corporation Act 2006 or the Owners Corporations Regulations 2007;
 - d. decide if the breach affects the common property of the Owners Corporation;
 - e. decide whether a Notice of breach should be given to the person alleged to have committed the breach;
 - f. 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;

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- g. decide whether any further action should be taken in respect of the complaint and if so what action;
- h. consider and decide any other matter it considers relevant.

8.1.10. 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.

8.1.11. If the Committee decides the complaint is a breach of the Owners Corporations Act 2006, the Owners Corporation Regulations 2007 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.

8.1.12. 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.

8.1.13. If the Committee decides a Respondent is in breach of the Owners Corporations Act 2006, the Owners Corporation Regulations 2007 or the rules and the breach **does affect common property**, it may:

- a. apply to VCAT for an order in respect of the alleged breach; or
- b. 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.

8.1.14. 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 Clause 8.1.12. The Manager must give a copy of any statements received from the respondent to the Committee within 7 days.

8.1.15. 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.

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8.1.16. Subject to compliance with rule 8.1.14, the Secretary of the Committee may convene a meeting of the committee to discuss the complaint and may invite to that meeting:

- a. the complainant; and/or
- b. the respondent; and/or
- c. if the respondent is the occupier of a lot affected by the Owners Corporation, the lot owner;
- d. any other person he, she or it considers appropriate.

8.1.17. At any meeting convened in accordance with paragraph 8.1.15 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.

8.1.18. 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.

8.1.19. At or within five (5) days of the meeting of the Committee held pursuant to Clause 8.1.15 the Committee may:

- a. give the person more time to comply with the notice;
- b. give the person a final notice; or
- c. decide not to proceed with any further action.

8.1.20. If the Owners Corporation decides to give the respondent more time to comply with any notice given under rule 8.1.18a, it must give the respondent notice of that decision within ten (10) days and set out the additional time for compliance.

8.1.21. If a notice is given under rule 8.1.18 and the respondent does not comply within the time specified, the Owners Corporation may decide:

- a. to give the respondent a final notice; or
- b. not to proceed with any further action.

8.1.22. The Committee must give notice of its decision under rule 8.1.18 to the complainant and to the respondent.



8.1.23. If the Committee decides to give a final notice under rule 8.1.18b., the notice must:

- a. be in writing and in the approved form;
- b. state that the respondent must within 28 days after the date of the notice rectify the breach; and
- c. 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.

8.1.24. If the person who is given a final notice fails to comply with the final notice, the Owners Corporation may decide:

- a. to apply to VCAT for an order in relation to the final notice; or
- b. to take no further action in respect to the final notice.

8.1.25. Any notice given under this rule must be given in accordance with section 158 of the Owners Corporation Act 2006.

8.2 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.

9. NOTICES AND DOCUMENTS

9.1. Notices

9.1.1. An owner or occupier of a lot must give a copy of these rules to each occupier of their lot.

9.1.2. 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.

9.1.3. 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.

9.1.4. 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.

9.1.5. 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

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to any other owner or occupier of a lot, their invitees or any other person.

9.2. Fees for the provision of Records and Register

9.2.1. 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.

9.2.2. 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.

9.2.3. 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:

- a. The lot number of the lot owner;
- b. Name, residential address and postal address of the lot owner ;
- c. Name and postal address of occupier of the lot;
- d. Details of any Power of Attorney (if applicable) of the lot owner or occupier;
- e. Name of Real Estate Manager; and
- f. Email address, mobile, phone and fax numbers of lot owners, occupiers and real estate managers.

9.2.4. A lot owner must notify the Owners Corporation within 7 days if any of the details referred to in Rule 9.2.3 change. If a lot owners fails to provide current details to the Secretary as specified in Rule 9.2 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.

9.2.5. 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.

9.2.6. 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.

9.2.7. 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.



10. 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:

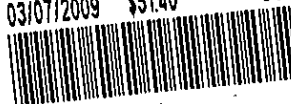
- (a) the use is in accordance with sections 20 and 21 of the Owners Corporation Act 2006; and
- (b) the use of the seal is recorded in the seal register of the Owners Corporation.

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SECURITY & CCTV MANAGEMENT POLICY

| | | | |
|--------------------|-------------------------------------|-----------------------|----------|
| Policy number | 1 | Version | 1 |
| Drafted by | Owners Corporation Secretary | Approved by | |
| | | Committee on | |
| | | 21/04/2021 | |
| Responsible person | Owners Corporation Secretary | Scheduled review date | |

Security and CCTV Management

1. INTRODUCTION

To deter and protect its property and assets the Owners Corporation has installed a CCTV System.

The Owners Corporation has obligations under the Owners Corporation Act 2006 that includes protection of the site, the buildings and physical property. Notwithstanding this, the open and accessible nature of the building and the site has resulted on occasion in damage and loss of the Owners Corporation property and assets and/or unauthorised access to site for unlawful activities.

This policy sets out the basis upon which that CCTV System is operated, and how CCTV Footage is collected, stored, used and disposed of.

2. PURPOSE

The CCTV System serves the following primary/principal purposes:

- To improve actual and perceived levels of safety;
- To reduce levels of graffiti and other forms of vandalism;
- To reduce anti-social behaviour; and
- To reduce incidents of serious criminal offences.

The CCTV installations must fit with the purposes defined in section 2.

The Owners Corporation committee or management personnel do not monitor the CCTV System on a continuous, regular or sporadic basis although the Responsible Officer may access the CCTV Footage from time to time in accordance with this Policy when undertaking activities as required by an investigation.

Except in the unusual circumstance of covert surveillance conducted under section 5 of this policy, CCTV Cameras comprised in the CCTV System will be made visible to owners and visitors.

Signs that CCTV cameras are operating are displayed at key positions and in proximity to the area under surveillance to allow people to be made aware that CCTV Systems are operating.

3. DEFINITIONS

The following definitions are used in this Policy:

- 3.1 'Authorised Person' means the Owners Corporation manager, Building Manager and their support staff
- 3.2 'CCTV' means closed circuit television systems together with any other form of surveillance technology deployed by the Owners Corporation from time to time.
- 3.3 'CCTV Footage' means, at any time, any digital, video and sound images and related data captured by, stored in and recoverable from the CCTV System.

- 3.4 'Crime Enforcement Authority' means the Victorian Police Service (VPS), the Australian Federal Police (AFP) and any other public organisations, authorities or agencies entrusted with a law enforcement function.
- 3.5 'Incident' means an event that constitutes, or that the Responsible Officer believes may constitute or involve any element of, or evidence of the commissioning of a crime, misconduct or disorder.
- 3.6 'Investigating Officer' means an Authorised Officer or any other employee, consultant or agent of the Owners Corporation charged with conducting an Investigation.
- 3.7 'Investigation' means an investigation conducted by or on behalf of the Owners Corporation into a suspected crime, an incident of misconduct or a disorder which has been conducted on a site or which has impacted on the Owners Corporation's operations.
- 3.8 'Misconduct' means:
- illegal activity;
 - conduct that causes a substantial risk to health or safety, or to the environment; or
 - any unlawful conduct
- 3.9 'Responsible Officer' is the Owners Corporation/Building Manager or a person nominated by the committee who has the delegated authority.
- 3.10 'Site' includes any land or part thereof which for the time being is the property or leased premises of the Owners Corporation or in its possession or under its control, together with any structure of any kind whether permanent or temporary on that land;

4. CONTROL AND DEPLOYMENT OF THE CCTV SYSTEM

The Responsible Officer has overall responsibility for managing compliance with this Policy, including day-to-day management of the CCTV System.

The CCTV System consists of a number of CCTV cameras positioned to capture both internally and externally at various locations on the property grounds. All CCTV cameras are connected to video image recording equipment which continuously records activities in that area for a specified period of time.

5. COVERT IMAGES AND DATA

In exceptional circumstances, covert surveillance may be required where there is a concern in relation to the security of an area or there is suspected criminal activity or undertaking.

- the evidence based grounds for the request (e.g. the identity of the specific person; or
 - persons involved in the suspected misconduct, unlawful activities or disorder and the grounds upon which it is believed that person is so involved);
 - where it is proposed to site the camera;
 - who or what will be in view of the camera;
 - proposed dates and times of surveillance (which are not to be open ended); and
 - an undertaking that there will be no audio recordings made in the course of the covert surveillance;
- and

Covert surveillance will be conducted in a manner which ensured that audio recordings of private conversations are not made in a manner which breaches the Invasion of Privacy Act.

Approval in writing must be given by the Committee prior to installation of any covert CCTV systems on the Site.

6. STORAGE, USE AND DISPOSAL OF CCTV FOOTAGE

CCTV Footage will be overwritten (and thus made irretrievable) unless the CCTV Footage is retrieved in response to an Incident. Various components of the CCTV System have differing recording capacities, which vary from 7 to 30 days. Once the recording of the component is exceeded, overwriting will commence so that any given time, the CCTV Footage will extend only to that previous period of time which represents the relevant camera's recording capacity.

Until CCTV Footage is retrieved in response to an Incident or a suspected Incident, the Responsible Officer is responsible for the secure storage of CCTV Footage, which is retained in the CCTV System and securely locked within the physical components of the CCTV System.

Where the CCTV System has recorded information that may relate to an Incident:

- the Responsible Officer may, upon becoming aware of the alleged Incident, direct the CCTV Footage to be retrieved, copied and recorded and provided to an Investigating Officer and/or any Crime Investigating Organisation.
- an Investigating Officer and/or any Crime Investigating Organisation may apply in writing to the Responsible Officer for access to the CCTV Footage in the conduct of an Investigation. Any such application must state:
 - the evidence based grounds for the request (e.g. the identity of the specific person or persons suspected to have been involved in the commissioning of a crime, misconduct or disorder and the grounds upon which it is suspected that person or those persons were so involved),
 - the camera location,
 - the date of recording and the time and duration of recording,

Upon being satisfied that there are reasonable grounds for the Investigating Officer to access the relevant CCTV Footage, the Responsible Officer will direct the CCTV Footage to be retrieved, copied and recorded and shown to the Investigating Officer and/or any Crime Investigating Organisation in the company of an Authorised Person, then stored in a locked cabinet and released only for the purposes of the continuing conduct of the Investigation.

- a person who believes themselves affected by an Incident may make written application to the Responsible Officer for that footage to be released to a Crime Investigating Organisation or an Investigating Officer. Any such application must state:
 - the evidence based grounds for the request
 - the camera location,
 - the date of recording and the time and duration of recording,
 - details of the complaint made to the Crime Investigation Organisation or the Investigating Officer,
 - details of relevant contacts at the Crime Investigation Organisation (and written authorisation for the Responsible Officer to contact that person or the Investigating Officer and disclose and seek details of the application and its underlying circumstances),

Upon being satisfied that there are reasonable grounds for release of the CCTV Footage, the Responsible Officer will direct the CCTV Footage to be retrieved, copied and recorded and released to the Crime Investigation Organisation or shown to the Investigating Officer in the presence of an Authorised Officer, and then stored in a locked cabinet and released only for the continuing conduct of the Investigation (which may also involve releasing the CCTV Footage to a Crime Investigating Organisation).

CCTV Footage retrieved in response to an Incident will be recorded on a register to be kept by the Responsible Person and will be held until the matter is closed by any Crime Investigating Organisation or Insurance Company and the records will be disposed of.

CCTV Footage will generally not be made available to members of the public, although the committee may consider a request from an individual to access CCTV Footage if the purpose for access is consistent with this policy

7. RESPONSIBILITIES OF BOTH PARTIES AND GOVERNING PRINCIPLES

The Owners Corporation use of the CCTV System will be in accordance with the following principles:

- People are entitled to a reasonable expectation of privacy when in public places;
- The Parties as users of the CCTV System should act responsibly and consider the reasonable expectations of an individual's privacy.
- The Owners Corporation, as owner of the CCTV System, must take reasonable steps to inform people of the use of those devices;
- The Parties must only use the CCTV System for a legitimate purpose related to the objectives of the CCTV System;
- Reasonable steps must be taken to protect information gathered through public place surveillance from misuse or inappropriate disclosure; and
- The Parties, as users of the CCTV System, must be accessible to the public and must be known and accountable for its proper use.

The Owners Corporation will generally only disclose CCTV records/footage to a third party in accordance with the primary purpose of collection. The Owners Corporation will take reasonable steps to protect information gathered through CCTV systems in public places from misuse and inappropriate disclosure.

| Register of Responsible Officers | | |
|----------------------------------|---|-----------------|
| Date nominated | Name & Position | Contact details |
| 9 June 2021 | Martin Rodgers Chairperson OC & lot owner | 0437 003 492 |
| 9 June 2021 | Malcolm Fordham | 0411 122 237 |
| | | |

| Register of Request for footage | | |
|---------------------------------|------------------------|--------------------|
| Date | Name & Contact details | Reason for footage |
| | | |
| | | |
| | | |

Victorian Statewide Cladding Audit

Outcome

15 February 2019

Elizabeth Rock
Ace Body Corporate Management
P.O. Box 5583
MORDIALLOC VIC 3195

By email only: elizabeth.r@acebodycorp.com.au

Dear Elizabeth,

86-88 Beach Street, Sandringham

The Victorian Building Authority (VBA) is leading the Victorian Statewide Cladding Audit on behalf of the Victorian Government.

The project's focus is on reducing the fire safety risk of buildings found to have combustible cladding – such as expanded polystyrene (EPS) or aluminium composite panels (ACP) with a polyethylene / polymer core.

As part of the audit, an inspection was carried out on the above building. An Expert Panel (**the panel**) then assessed the results of this inspection on 14 February 2019, along with key fire safety elements of the building. The panel included a building surveyor (unlimited), fire safety engineer and representative of the Metropolitan Fire Brigade (**MFB**).

The role of the panel is to consider if combustible cladding significantly affects the safety of occupants and the public and provides recommendations to the Municipal Building Surveyor (**MBS**) on actions that may be required.

The panel found the building to have evidence of combustible cladding and has made the following recommendation/s for the MBS to consider:

1. MBS to investigate the condition of the ramp exit from basement carpark.
2. MBS to issue a Building Notice to show cause why the combustible cladding (ACP) should not be removed from the building.

The reason/s for the above recommendations are as follows:

1. The panel observed photographs which indicated an exit via ramp from basement carpark but not indicated as an alternative solution on the Occupancy Permit.
2. There is evidence of combustible cladding on the building.

You will be contacted about the way forward in due course.

Please update occupants about the panel's findings. The VBA suggests that this letter and the attached brochure about fire safety tips for apartment balconies be distributed to occupants and displayed in the building.

It is the building owner's responsibility to ensure that all essential safety measures are maintained in a fully operational manner and records of maintenance are updated and available for inspection. It's also a good time to review the fire safety practices for the building. We recommend the following actions:

1. Ensure smoke alarms are in working order and are not obstructed, hindered or disabled.
2. Adopt good housekeeping measures to ensure combustible materials or waste are not stored at ground level, on balconies or near temporary fixtures such as blinds or awnings.
3. Ignition sources such as barbeques, heaters and smoking should be avoided on balconies or near combustible material.
4. Make sure fire doors are not blocked, obstructed or held open.
5. All occupants should be familiar with fire safety procedures and the building's evacuation plan.

Please discuss any fire safety concerns with the following authorities:

1. City of Bayside Building Department on 03 9599 4444
2. The MFB www.mfb.gov.au

In the event of a fire, occupants should call 000 immediately.

Find out more

The VBA understands that combustible cladding is a concerning issue. The VBA is committed to ensuring that this important issue is addressed for the safety of the community. You can find out more at www.vba.gov.au/cladding or by calling the VBA on 1300 815 127. We also encourage you to display fire safety posters in common areas and on noticeboards which you can find on our [resources for owners' corporations page](#).

Yours sincerely,



Amanda Wellesley
Assistant Director, Cladding Operations

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.