

Contract of Sale of Land

Property:

Unit 31, 86-88 Beach Road, Sandringham VIC 3191

Mayfair Legal
Level 7
88 Green Street
CREMORNE VIC 3121
Tel: 03 9868 9982
PO Box 6434, Melbourne VIC 3004
Ref: RDB:23314

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS –COOLING-OFF

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

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

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

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

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, “section 32 statement” means the statement required by section 32 of the *Sale of Land Act 1962* (Vic) given by a

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on 2026 . . . / /

for and on behalf of:

Name of individual

Signature of individual

State nature of authority, if applicable:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on 2026 . . . / /

for and on behalf of:

Name of individual

Signature of individual

State nature of authority, if applicable:

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN

in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

In this contract the same meaning as in section 30 of the *Sale of Land Act 1962* (Vic)

SIGNED BY THE VENDOR:

SIGNED on 2026 . . . / ... /

for and on behalf of:

Ilana Melnikov

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Ref: _____

Vendor

Name: Ilana Melnikov
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: Mayfair Legal
Address: Level 7, 88 Green Street, Cremorne VIC 3121
PO Box 6434, Melbourne VIC 3004
Email: property@mayfairlegal.com.au
Tel: 03 9868 9982 Mob: 0404 474 702 Ref: 23314

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner

Name: _____
Address: _____
Email: _____
Tel: _____ Ref: _____

Land (general conditions 7 and 13)

The land is described in the table below –

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

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

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 6.3(f)) *(list or attach schedule)*

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

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

GST (if any) must be paid in addition to the price if the box is checked

This sale is a sale of land on which a 'farming business' is carried on, for the purposes of the requirements of section 38-480 of the GST Act if the box is checked

This sale is a sale of a 'going concern' if the box is checked

The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)**is due on**

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

- ~~• the above date; and~~
- ~~• the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.~~

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

~~(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)~~

~~— a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years~~

~~OR~~

~~— a periodic tenancy determinable by notice~~

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* (Vic) if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____

(or another lender chosen by the purchaser)

Loan amount: _____ Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

1. Auction

- 1.1 The rules for the conduct of any auction shall be as set out in Schedule 1 of the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those Rules.

2. Adjustments

- 2.1 Unless the vendor advises otherwise in writing, the purchaser must prepare a statement of adjustments, and deliver the statement (together with all supporting certificates) to the vendor's solicitor, by

3. Guarantee

- 3.1 Without limiting general condition 2, if the purchaser or any nominee is or includes any company (other than a company listed on the Australian Stock Exchange), the Purchaser or nominee (as the case may be) must procure a guarantee from all directors of that company (or such other persons as the Vendor may approve) in accordance with Annexure A and deliver it to the Vendor on or before the Day of Sale (or the day of nomination in the case of a company nominee).

4. Changes to General Conditions

- 4.1 General Condition 33 is amended by adding the words "plus 4% per annum" after the words *the Penalty Interest Rates Act 1983 (Vic)*."

5. Acknowledgements

- 5.1 The Purchaser buys the Land (including any improvements and fixtures) in its existing condition and state of repair, subject to:
- (a) all easements, covenants, restrictions, encumbrances, and conditions affecting or imposed on the Land whether registered or unregistered;
 - (b) any service easements affecting the common property (as that term is defined in the *Subdivision Act 1988* (Vic)) relating to the Land;
 - (c) any agreement registered on the title to the Land under section 173 of the *Planning and Environment Act 1987* (Vic) and any other agreements entered into by the Vendor or any other entities with authorities;
 - (d) any planning permit issued in respect of the Land as amended or replaced from time to time;
 - (e) all relevant planning controls and restrictions on the use and/or development of the Land imposed by the planning scheme for the municipality in which the Land is situated, including any agreements entered into by the Vendor or any other entities with authorities; and
 - (f) any contaminant, being a substance or property of any substance which makes or may make the Land unsafe, unfit or harmful for occupation by any person or cause damage to the Land, that is in, on, under or emanating from the Land.
- 5.2 The Vendor makes no warranty that the Land (including any improvements) complies with all applicable restrictions, agreements, planning permits, building permits, and/or laws in respect of the Land.

- 5.3 The Purchaser must not make any requisition or objection, delay settlement or claim any compensation in relation to any matter referred to in this Special Condition 5.

6. FIRB Approval

- 6.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not require the purchaser to obtain consent to enter this contract.
- 6.2 If there is a breach of the warranty contained in Special Condition 6.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach.
- 6.3 This warranty and indemnity do not merge on completion of this contract.

7. Purchaser as trustee

- 7.1 If the Purchaser purchases the Property as trustee for any trust, the following shall apply:
- (a) the Purchaser enters into this Contract in its own capacity and in its capacity as trustee of the trust;
 - (b) the Purchaser and its successors in title as trustee of the trust will be liable under this Contract in the Purchaser's own right and as trustee of the trust;
 - (c) nothing releases the Purchaser from any liability in its personal capacity or in its capacity as trustee of the trust.
 - (d) the Purchaser warrants to the Vendor that as of the date of this Contract:
 - (i) all the powers and discretions conferred by the trust deed of the trust (Trust Deed) are capable of being validly exercised by the Purchaser as trustee and have not been varied or revoked;
 - (ii) the Trust is a valid and subsisting trust;
 - (iii) the Purchaser is the sole trustee of the trust and has full and unfettered power under the terms of the Trust Deed to enter into and be bound by this Contract on behalf of the trust and that this Contract is being executed and entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust; and
 - (iv) no restrictions on the Purchaser's right of indemnity out of or lien over the trust's assets exist or are permitted to exist.

Annexure A. Guarantee and Indemnity

I/We, of

and of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said	)	
	)	
Print Name	)	
in the presence of:	)	Director (Sign)
	)	
Witness.....	)	

SIGNED SEALED AND DELIVERED by the said	)	
	)	
Print Name	)	
in the presence of:	)	Director (Sign)
	)	
Witness.....	)	

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

The vendor may require all directors of the purchaser to guarantee the performance of the purchaser is a proprietary limited company.

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace all other warranties in the contract.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following –
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) apply to this contract, the vendor warrants that –
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* (Vic) and regulations made under the *Building Act 1993* (Vic).
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

- 11.3 If the purchaser is given the details of the vendor's details must
- (a) only use the vendor's date of birth for the purposes
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives —
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that —
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if —
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement, the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor —
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay —
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to at least 14 days before settlement.

13. GENERAL LAW LAND

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.6 Payment of the deposit may be made or tendered –

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient-taking institution, must be paid by the remitter.

14.7 Payment by electronic funds transfer is made when cleared.

14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable and non-refundable obligation of the issuer to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition –

- (a) "bank guarantee" means an unconditional and irrevocable obligation of the issuer to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance; and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace (“ w o r k s p a c e ”) and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only), the workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “ the ” refers to the electronic lodgement network operator associated with the transaction.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority; or
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that –
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement –
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement –
- (a) deliver any keys, security devices and codes (" keys "
 - (b) direct the estate agent to give the keys to the purchaser at settlement by the vendor, the vendor's subscriber or
 - (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys to the subscriber or, if the vendor confirms in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's
 - (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the purchaser.

19. GST

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

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –
 - (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major defect.
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on agent even if the estate agent's authority has formally
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that 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
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.
- 23.4 For the purposes of general condition 23 the expression which section 10G of the *Sale of Land Act 1962* (Vic) applies

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (Tax Act) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Tax Act (" the amount ") because one or more of the vendors is market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
- (a) engage a legal practitioner or conveyancer (" representative ") to represent the purchaser in the settlement, including the performance of the purchaser's obligations under this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include the following interests and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite –
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount to the Commissioner in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Tax Act* or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
- (a) engage a legal practitioner or conveyancer ("representative") to prepare the settlement, including the performance of the purchaser's obligations under this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include the representative's obligations and interests relating to the payment of the amount to the Commissioner and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite –
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to –
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount.

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

25.11 The vendor warrants that –

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

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

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

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

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served by the legal practitioner or conveyancer or estate agent even if the estate agent's name is not on the document.
- 27.3 A document is sufficiently served –
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by –
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.5 In this contract 'document' includes 'demand' and 'notice' and have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

32. BREACH

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must –

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if –

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

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

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

35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

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

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

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	UNIT 31, 86-88 BEACH ROAD, SANDRINGHAM VIC 3191	
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Vendor's name	Ilana Melnikov	Date
Vendor's signature	 _____	22 / 07 / 2026

Purchaser's name		Date
Purchaser's signature	_____	/ /

Purchaser's name		Date
Purchaser's signature	_____	/ /

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$12,000.00

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

\$0.00	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 120
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	YES NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is as follows:

Is in the attached copies of title documents. The Purchaser should note that there may be sewers, drains,

water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables, and underground gas pipes laid outside any registered easements and which are not registered or required to be registered on title.

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

3 3 3 3 3 3 3 3 3 3

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act*

a m m c 3 3 3 3 3 3 3 3 3

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

A r e a s f o l l o w s

O t h e r t h a n a s d i s c l o s e d i n t h e a t t a c h m e n t s t o t h i s v e n d o r

Vendor has no means of knowing all decisions of government departments and public authorities affecting the land unless they have been communicated to the Vendor.

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

A r e c o n t a i n e d i n t h e a t t a c h e d c e r t i f i c a t e

6. OWNERS CORPORATION

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

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

7. e e e x

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

3	3	3	3	3	3	3	3	3	3
Electricity supply	Gas supply	Water supply	Sewerage	Telephone services					

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

B 0 0 0 0 u 0 a l g b 0 0 0 0 0 0
diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)
(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

B u 0 0 0 u 0 0 0 0 0 a P
applies)

1. Register Search Statement Volume 11149 Folio 734
 2. Instrument BA174384X
 3. Copy of Plan PS616638P
 4. Owners Corporation Basic Report
 5. Planning Certificate
 6. Planning Property Report
 7. Land Information Certificate
 8. Water Information Statement and Update
 9. State Revenue Office Property Clearance Certificate
 10. Building Property Information Certificate
 11. Vicroads Roads Property Certificate
 12. Owners Corporation Certificate

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

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 or covenants, 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.

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

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-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.

e

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. An important thing to remember is that, as the buyer, you have rights.

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

Page 1 of 2

VOLUME 11149 FOLIO 734

Security no : 124135836264Q
Produced 24/06/2026 10:35 AM

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

CAVEAT BA174384X 03/03/2026

Caveator

CAMPAIGN AGENT PTY LTD ACN: 608962812

Grounds of Claim

CHARGE CONTAINED IN AN AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.

Parties

THE REGISTERED PROPRIETOR(S)

Date

08/07/2025

Estate or Interest

INTEREST AS CHARGE

Prohibition

ABSOLUTELY

Lodged by

CAMPAIGN AGENT PTY. LTD.

Notices to

CAMPAIGN AGENT of 511 CHURCH STREET RICHMOND VIC 3121

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
BA174384X (E) CAVEAT	Registered	03/03/2026

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

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

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

Page 2 of 2

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

DOCUMENT END



Department of Transport and Planning

Electronic Instrument Statement

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The Victorian Government Trade and Investment Office pays respect to the connection to the land and the Victorian Government extends the present and emerging.

Produced 24/06/2026 10:35:38

Status Registered Dealing Number BA174384X
Date Lodged 03/03/2026 12:34:59 PM

Lodger Details

Lodger Code 25954U
Name CAMPAIGNER PTY LTD.
Address
Lodger Box
Phone
Email
Reference CPN11504159 VPA

CAVEAT

Jurisdiction VICTORIA

Privacy Collection Statement

The information in this form is collected under statutory search registers and indexes.

Land Title Reference
11149/734

Caveator

Name CAMPAIGNER PTY LTD.
ACN 608962812

Grounds of claim

Charge contained in an agreement with the following Parties

The Registered Proprietor(s)

Date
08/07/2025

Estate or Interest claimed
Interest as Chargee

Prohibition
Absolutely

Name Address for Service of Notice
Campaigner



Department of Transport and Planning

Electronic Instrument Statement

Address

Street Number 51
Street Name CHURCH
Street Type STREET
Locality RICHMOND
State VIC
Postcode 3121

The caveator claims the estate or interest in the land as stated in the registration of the instrument as a mortgage interest to the estate

Execution

1 The Certifier has retained the evidence supporting the
2 The Certifier has taken reasonable steps to ensure the
compliant with relevant law and any Prescribed Requirements

Executed on behalf of CAIMRI GAGENT PTY LTD.
Signer Name MICHAEL TS
Signer Organisation CAIMRI GAGENT PTY LTD.
Signer Role AUTHORISED SIGNATORY
Execution Date 03 MARCH 2026

File Notes:
NIL

This is a representation of the digitally signed instrument.
Statement End.



Imaged Document Cover Sheet

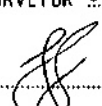
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS616638P
Number of Pages (excluding this cover sheet)	9
Document Assembled	24/06/2026 10:35

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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION			STAGE NO. 	LR use only EDITION 1	PS616638P 03/07/2009 \$4973.40 PS 										
Location of Land Parish: MOORABBIN Township:----- Section:----- Crown Allotment:----- Crown Portion: 21 PART LR base record: Vicmap Digital Property Title references: VOL.6239 FOL.661 VOL.3687 FOL.357 VOL.4548 FOL.581 Last plan reference: LOT 1 ON LP9761 LOT 1 ON TP688736 LOT 2 ON LP4266 Postal Address: 86-88 Beach Road, Sandringham 3191 (at time of subdivision) MGA co-ordinates E 324 380 Zone: 55 (of approx. centre of plan) N 5 798 254			Council Certificate and Endorsement Council Name: CITY OF BAYSIDE Ref: 2008/3664/1 1. This plan is certified under section 6 of the Subdivision Act 1988 2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space: (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in stage Council delegate  Council seal Date 1/7/09 Re-certified under section 11(7) of the Subdivision Act 1988 Council delegate Council seal Date												
Vesting of Roads or Reserves <table border="1" style="width:100%; border-collapse: collapse;"><tr><th style="width: 15%;">Identifier</th><th style="width: 85%;">Council/Body/Person</th></tr><tr><td style="text-align: center;">Nil</td><td style="text-align: center;">Nil</td></tr></table>			Identifier	Council/Body/Person	Nil	Nil	Notations Staging: This is not a staged subdivision Planning Permit No. 2008/3664/1 Depth Limitation: Does Not Apply. Location of boundaries defined by buildings: Median: Boundaries shown thus:  Face of wall, floor or ceiling: Boundaries shown thus:  Hatching within a parcel indicates that the structure of the relevant floor, wall or ceiling is contained in that parcel. Common Property is all the land in the plan except lots 1 to 34 (both inclusive) and includes all service ducts, pipes, shafts, columns shown thus  , etc. which may or may not be shown on the plan.								
Identifier	Council/Body/Person														
Nil	Nil														
Survey: This plan is is not based on survey This survey has been connected to permanent mark(s) No(s). In Proclaimed Survey Area No.			Easement Information <table border="1" style="width:100%; border-collapse: collapse;"><tr><th style="width: 10%;">Easement Reference</th><th style="width: 20%;">Purpose</th><th style="width: 10%;">Width (Metres)</th><th style="width: 20%;">Origin</th><th style="width: 40%;">Land Benefited/In Favour Of</th></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>			Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of											
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road) Section 12(2) of the Subdivision Act 1988 applies to all of the land on this plan.			LR use only Statement of Compliance/ Exemption Statement Received  Date: 03/07/2009 LR use only PLAN REGISTERED TIME 3.04pm DATE 29/07/2009 Mark Cagdas Assistant Registrar of Titles Sheet 1 of 10 Sheets												
Connelly & Associates surveyors 1st Floor, 96 Bluff Road Black Rock Vic. 3193 Phone: +61 3 9598 8530 Fax: +61 3 9598 8534 Mobile: 0418 560 404 or 0439 993 837 Email: admin@connellysurveyors.com.au			LICENSED SURVEYOR STEWART J. CONNELLY SIGNATURE  DATE 12/6/09 REF: 4015-PP VERSION: 04			 DATE 1/7/09 COUNCIL DELEGATE SIGNATURE									

PLAN OF SUBDIVISION	STAGE NO. 	LR use only EDITION	Plan Number PS 616638 P
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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						
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26	3						
27	2						
28	2						
29	2						
30	2						
31	3						
32	3						
33	2						
34	2						

Sheet 2 of 10

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DATE

17/09

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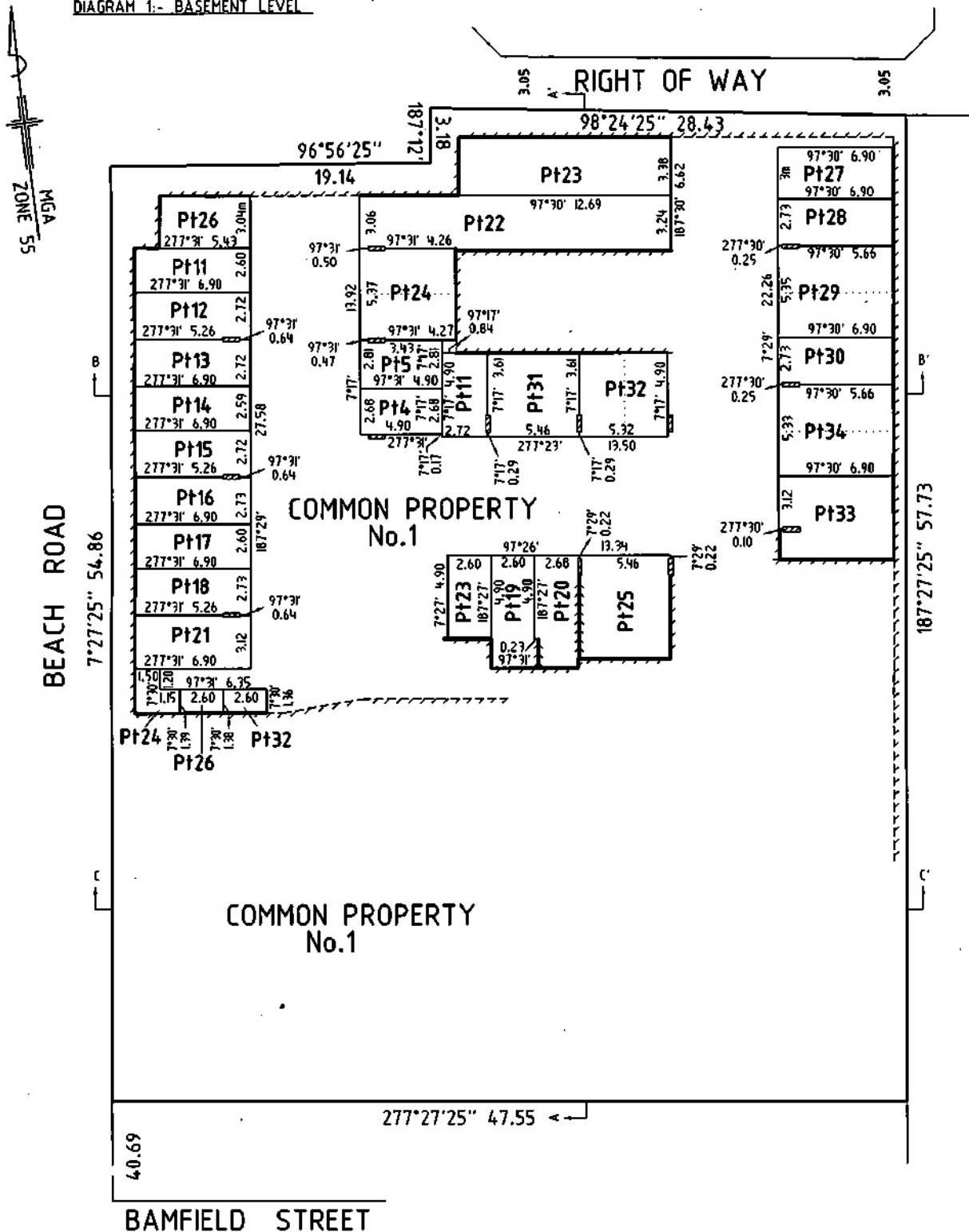
PLAN OF SUBDIVISION

STAGE NO.

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Plan Number
PS 616638 P

DIAGRAM 1:- BASEMENT LEVEL

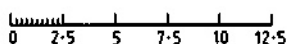


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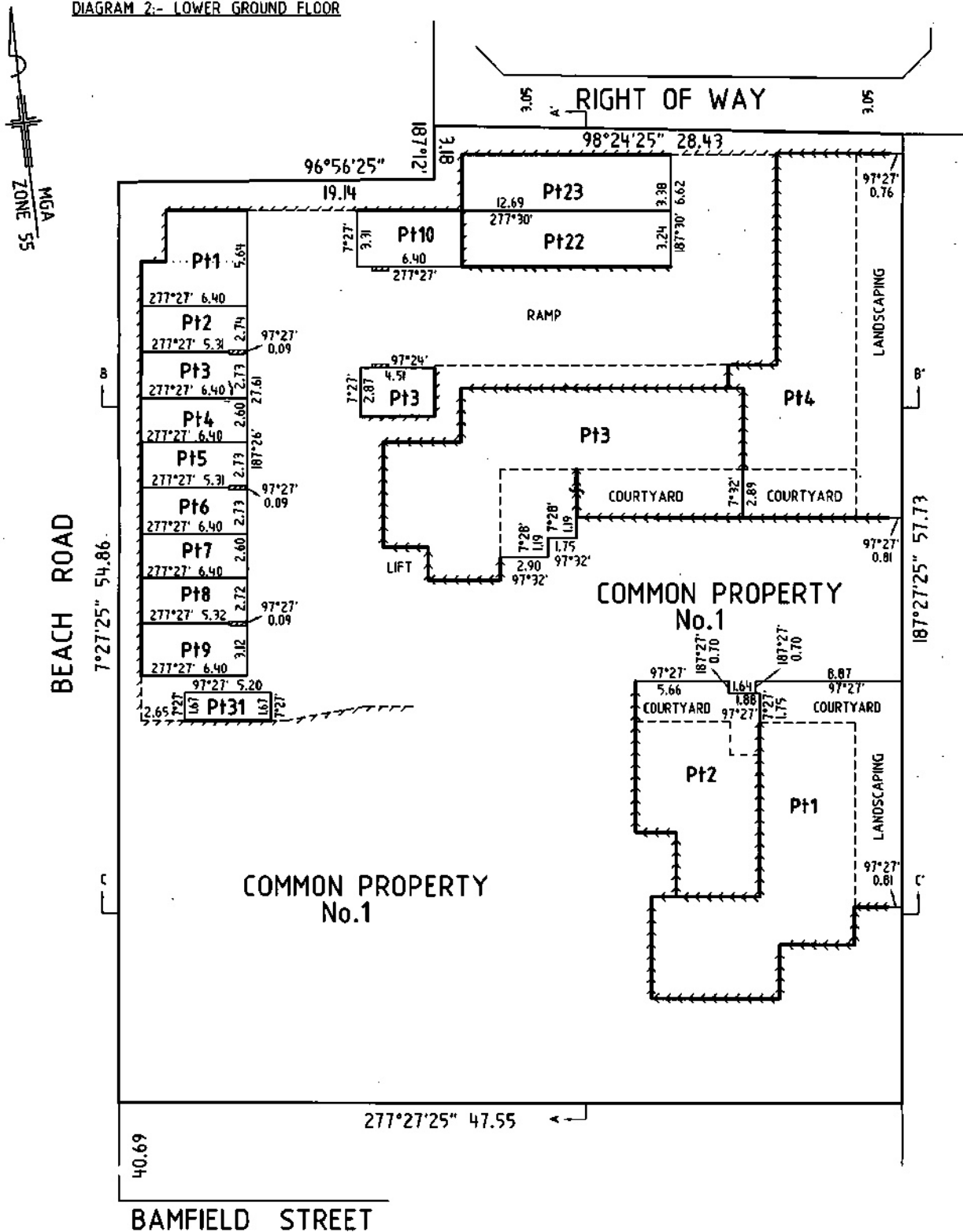
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DIAGRAM 2:- LOWER GROUND FLOOR

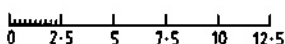


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PLAN OF SUBDIVISION

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LTO use only
EDITION

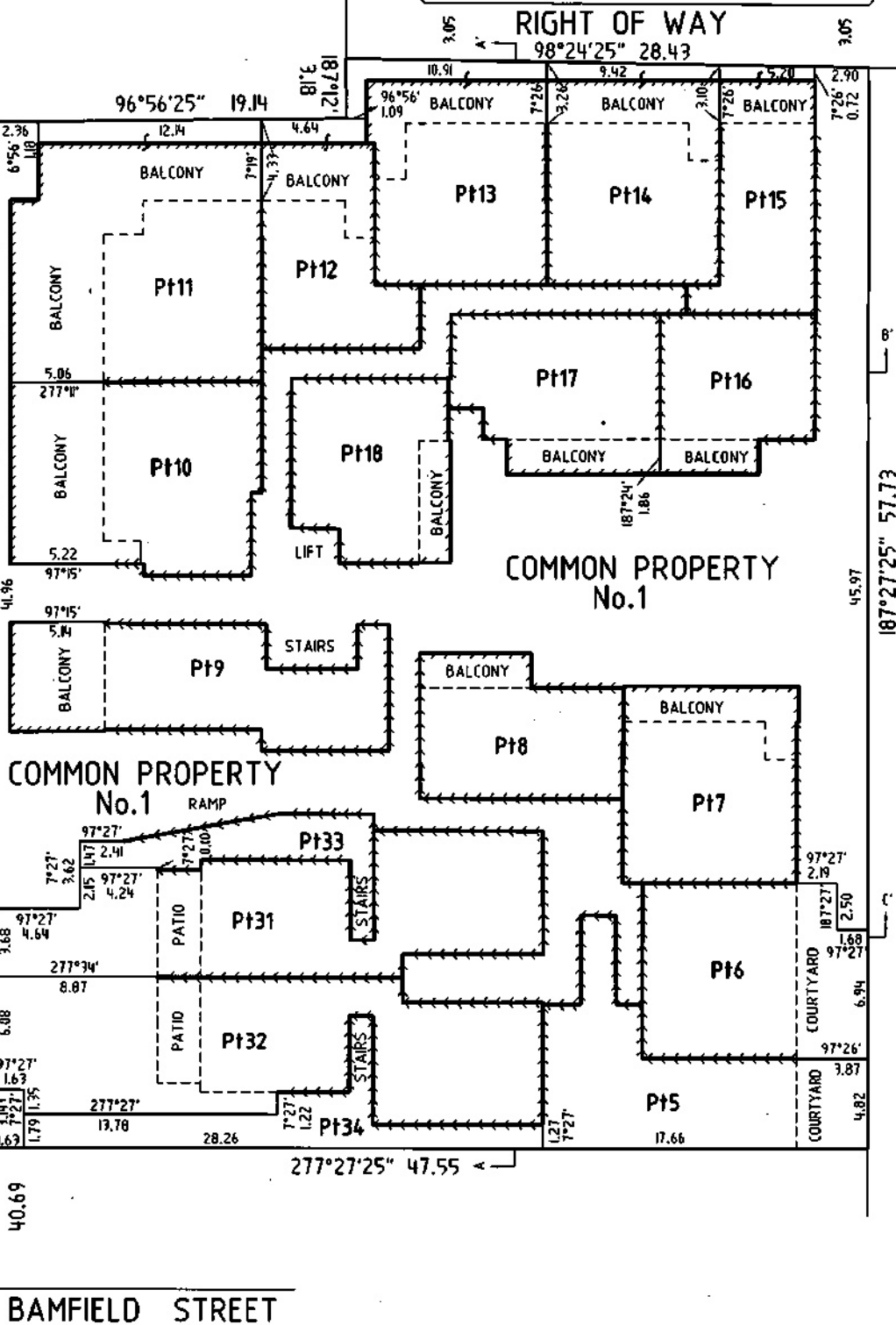
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DIAGRAM 3:- GROUND LEVEL AND GROUND STOREY



BEACH ROAD

7°27'25" 54.86

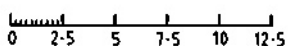


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Sheet 5

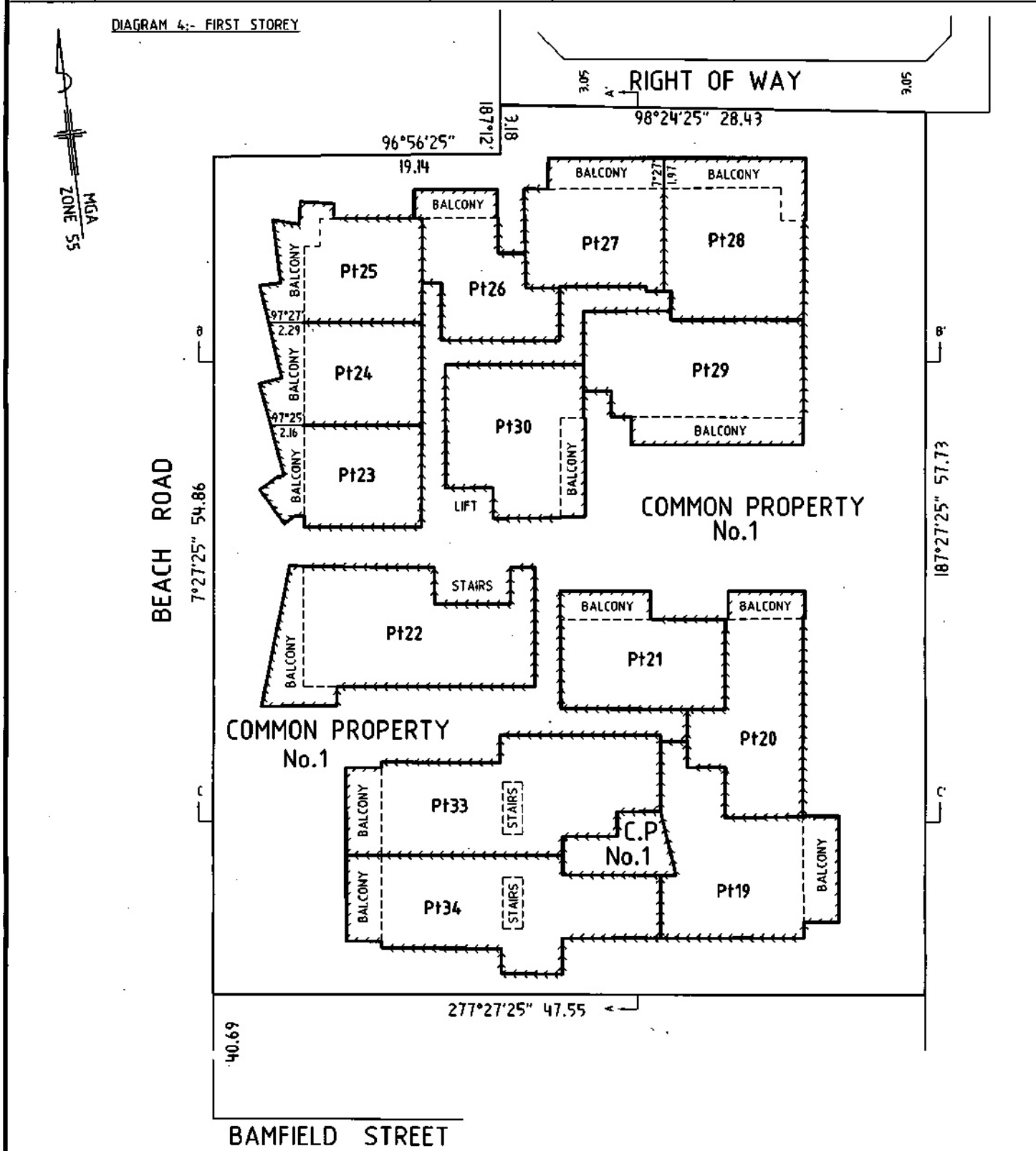
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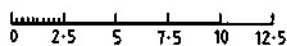
PLAN OF SUBDIVISION	STAGE NO.	LTO use only EDITION	Plan Number PS 616638 P
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DIAGRAM 4:- FIRST STOREY

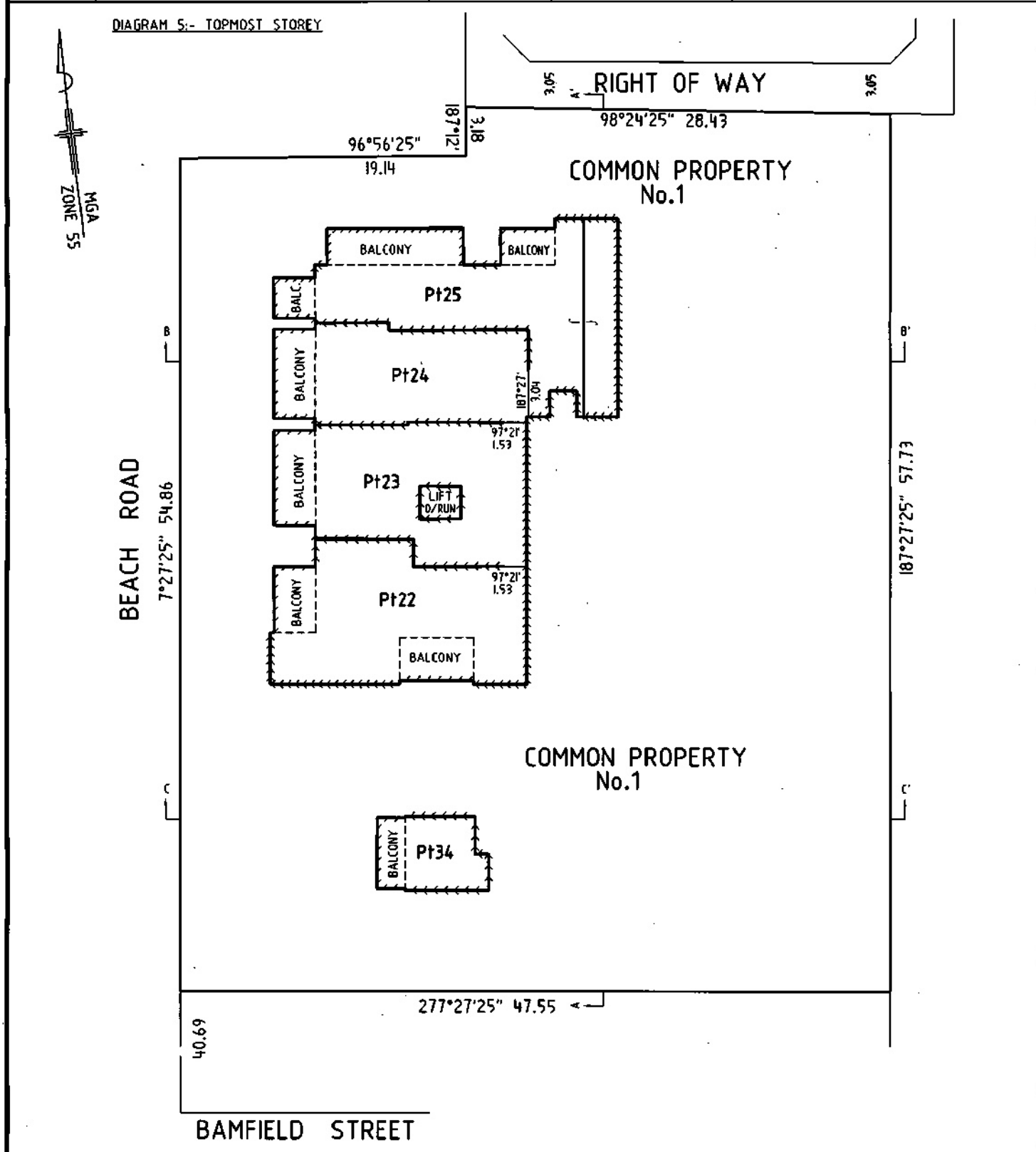


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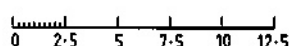
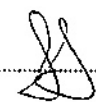
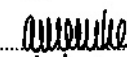
PLAN OF SUBDIVISION	STAGE NO.	LTO use only EDITION	Plan Number PS 616638 P
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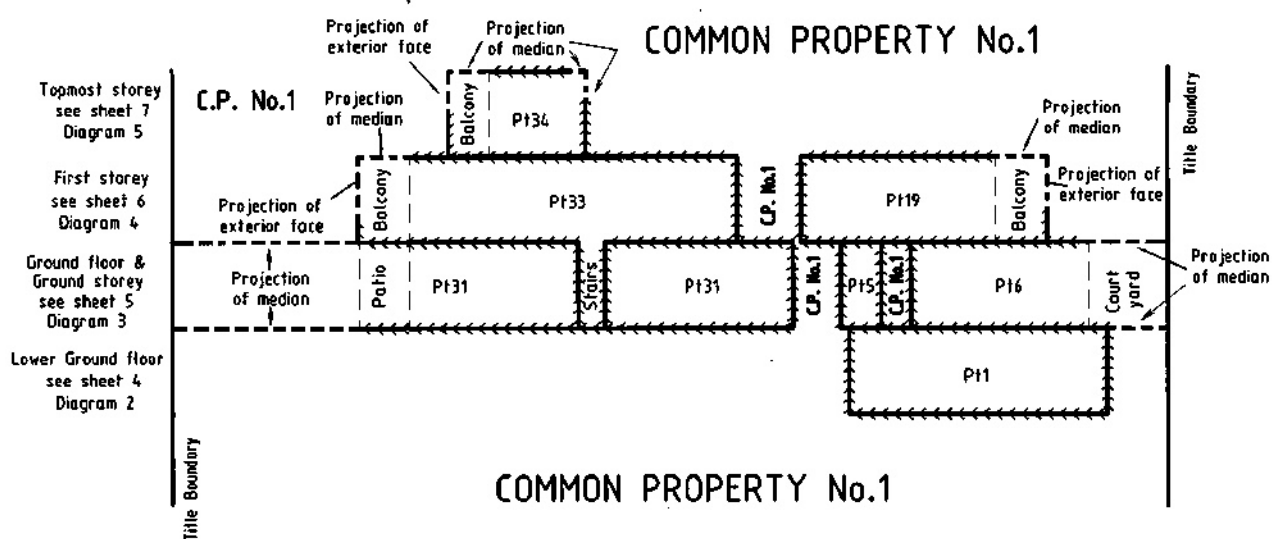
PLAN OF SUBDIVISION

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Plan Number
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DIAGRAM B:- CROSS SECTION C-C'



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Mobile: 0418 560 404 or 0439 993 837
Email: admin@connellysurveyors.com.au



Sheet 9

SCALE

ORIGINAL

LICENSED SURVEYOR (PRINT) STEWART J. CONNELLY

SCALE SHEET
SIZE

DATE 11/7/09
COUNCIL DELEGATE SIGNATURE

LENGTHS ARE IN METRES

NTS A3

SIGNATURE

DATE 12/6/2009

REF: 4015-PP

VERSION: 04

Original sheet size A3



Department of Transport and Planning

Owners Corporation Search Report

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Department of Transport and Planning

Owners Corporation Search Report

Produced: 24/06/2026 10:35:38 AM

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Department of Transport and Planning

Owners Corporation Search Report

Produced: 24/06/2026 10:35:38 AM

OWNERS CORPORATION 1
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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1266885

APPLICANT'S NAME & ADDRESS

MAYFAIR LEGAL C/- LANDATA
MELBOURNE

VENDOR

MELNIKOV, ILANA

PURCHASER

A, N

REFERENCE

23314

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 DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :
(<https://planning-schemes.app.planning.vic.gov.au/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/>

24 June 2026

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.

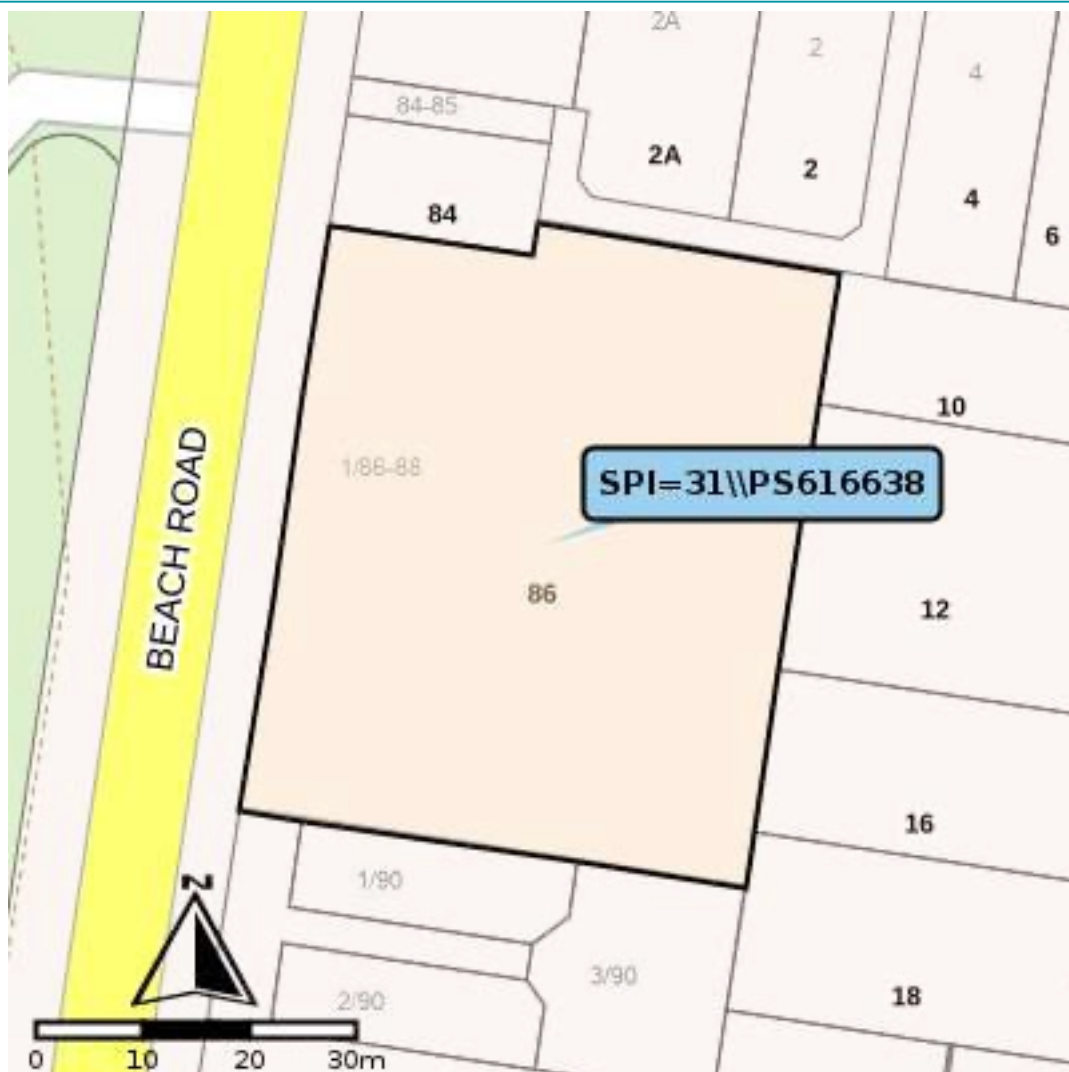
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 22 July 2026 04:05 PM

PROPERTY DETAILS

Address: 31/86-88 BEACH ROAD SANDRINGHAM 3191
Lot and Plan Number: Lot 31PS616638
Standard Parcel Identifier (SPI): 31\PS616638
Local Government Area (Council): BAYSIDE www.bayside.vic.gov.au
Council Property Number: 877116
Planning Scheme: Bayside [Planning Scheme - Bayside](#)
Directory Reference: Melway 76 F8

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
Fire Authority: Fire Rescue Victoria

[View location in VicPlan](#)

Planning Zones

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

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



Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTR BUT DNS PLAN OVERLAY - SCHEDULE 1(DCPO1)

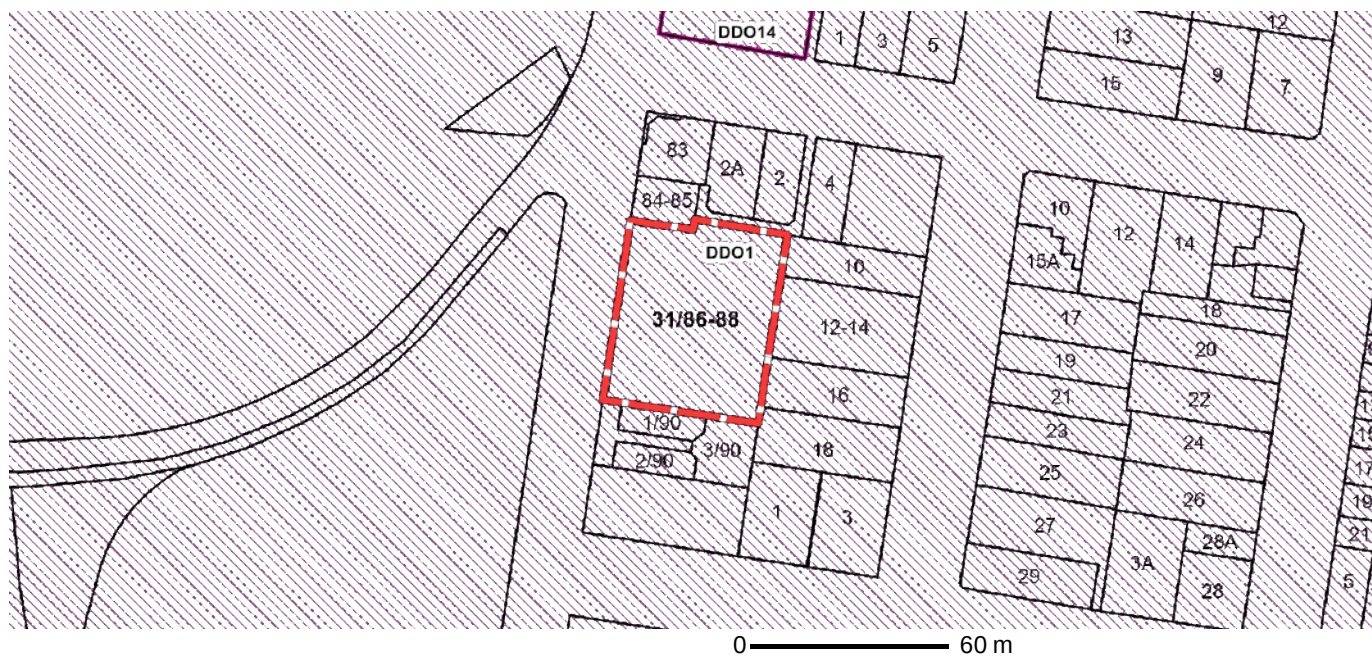


DCPO - Development Contributions Plan
Overlay

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 overlaps may not be visible, and some colours may not match those in the legend

Planning Overlays

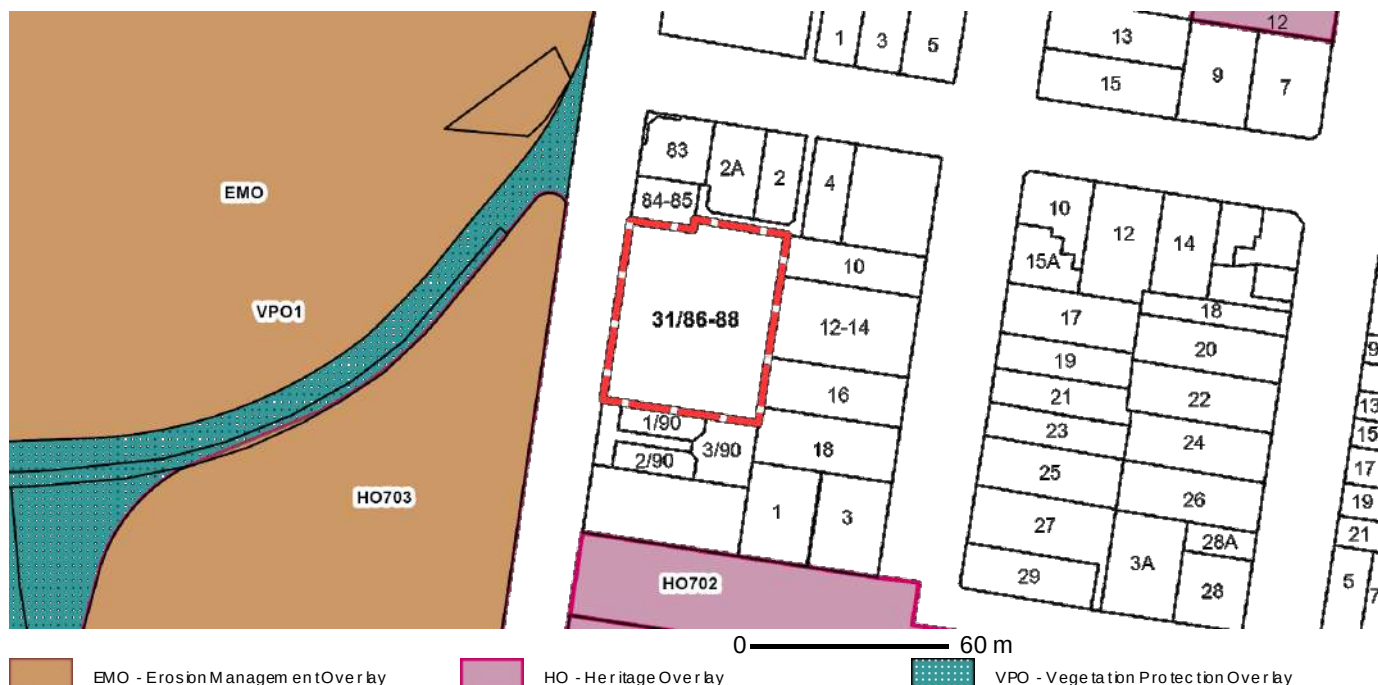
OTHER OVERLAYS

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 22 July 2026.

A planning scheme sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a Planning Certificate issued pursuant to Section 199 of the Planning and Environment Act 1987.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

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

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

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

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

Designated Bush fire Prone Areas

This property is not in a designated bush fire prone area.
No special bush fire 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 bush fire 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 bush fire protection standards for building works in designated BPA.

Designated BPAs 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](https://mapshare.vic.gov.au/vicplan/) to measure the BPA.

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

Further information about the building control system and building in bush fire 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 bush fire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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



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

Assessment/Reference Number – 877116

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

Certificate Number: 20265538

See BPAY payment details on next page

Your Reference: 23314

29/06/2026

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.

Mayfair Legal
PO Box 6434
ST KILDA RD CENTRAL VIC 8008

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 2026.

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 Ground Floor 86-88 Beach Road SANDRINGHAM VIC 3191
AVPCC:	120
Title:	LOT: 31 PS: 616638P
Capital Improved Value:	\$825,000.00
Site Value:	\$270,000.00
Net Annual Value:	\$41,250.00
Operative Valuation Date for Rating:	01/07/2025
Level of Value Date:	01/01/2025

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 2026

Rate Description	Date Levied	Levied Amount
Residential Rate	01/07/2025	\$851.55
Waste Contribution Residential	01/07/2025	\$93.30
Municipal Charge Residential	01/07/2025	\$173.46
Resi.Emerg.Services Volunteers Fund	01/07/2025	\$142.73
Resi.Emergency Services Fund Fixed	01/07/2025	\$136.00

Arrears/Credit of Rates & Charges to 30/06/2025:	- \$17.50
Interest from 01/07/2025, and/or account rounding:	\$0.00
Other Moneys:	\$0.00
Discount Allowed:	\$0.00
Less Pension Pensioner Remission (Including Rates & Fire Services Levy):	-\$316.00
Less Payments/Adjustments:	-\$1,063.54
Debtors Total:	\$0.00
Rates and Charges Total:	\$0.00
Total Due:	\$0.00

NOTE: INTEREST WILL BE CHARGED ON OUTSTANDING AMOUNTS, EXCEPT FOR ANY AMOUNTS SHOWN AS "OTHER MONEYS", AFTER 15 FEBRUARY, 2026 OR AFTER THE DUE DATE OF AN INSTALMENT

Assessment Number: 877116

Certificate Number: 20265538

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 \$30.60 being the fee for this certificate.

CERTIFICATE PREPARED BY

AUTHORISED OFFICER

Mayfair Legal
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 31 LOT 31 86 BEACH ROAD
SANDRINGHAM 3191
31 PS 616638

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
36C//08160/00504	LANDATA CER 80949717-029-2	24 JUNE 2026	52467680

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/04/2026 to 30/06/2026	\$22.45
Melbourne Water Corporation Total Service Charges	01/04/2026 to 30/06/2026	\$31.25

(b) By South East Water

Water Service Charge	01/04/2026 to 30/06/2026	\$21.97
Sewerage Service Charge	01/04/2026 to 30/06/2026	\$100.41
Subtotal Service Charges		\$176.08
Payments		\$176.08
TOTAL UNPAID BALANCE		\$0.00

The meter at the property was last read on 18/05/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$1.32 per day**

Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

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.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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 (General) Regulations 2021, 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.

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.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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.

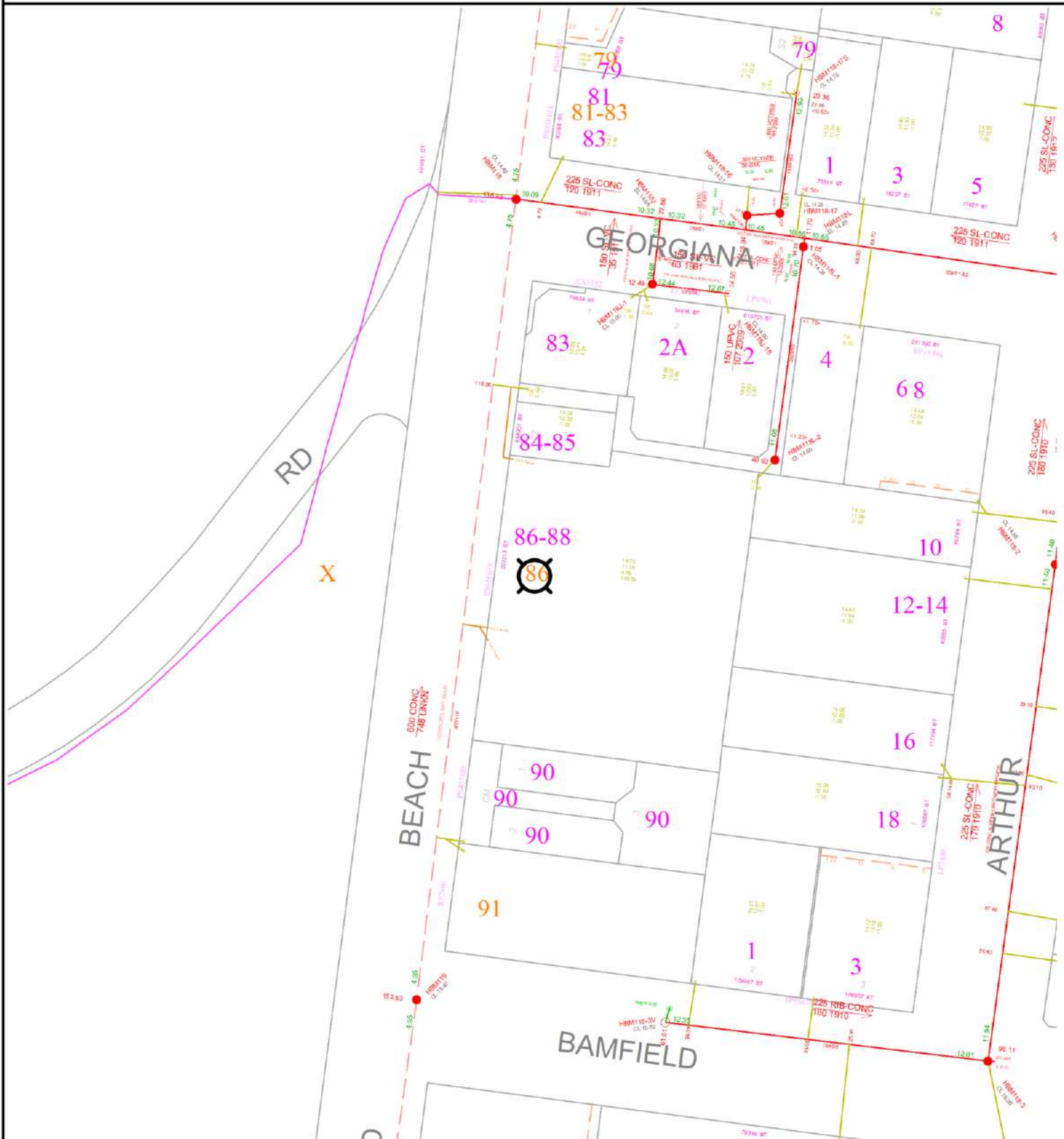
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

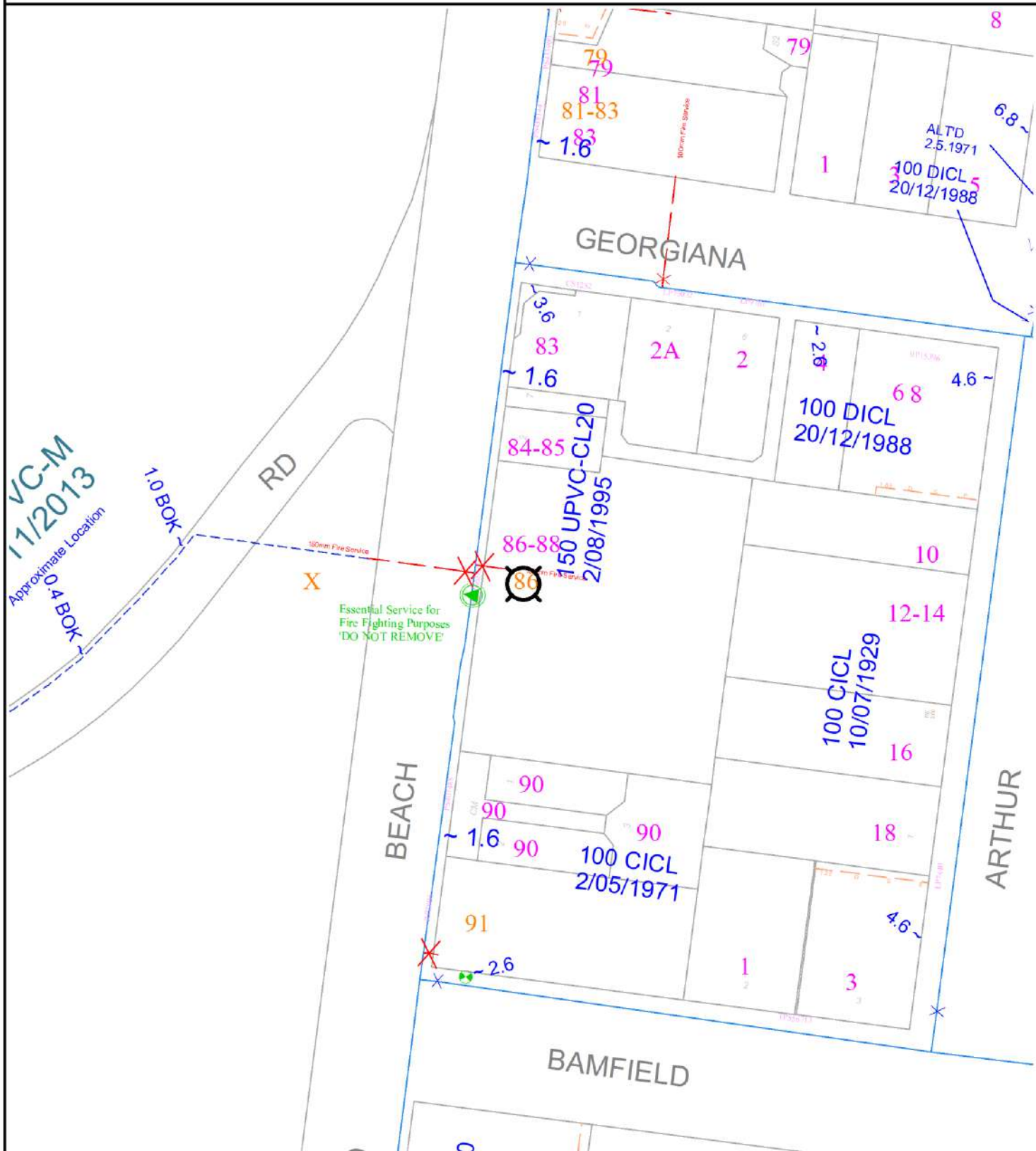
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



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.

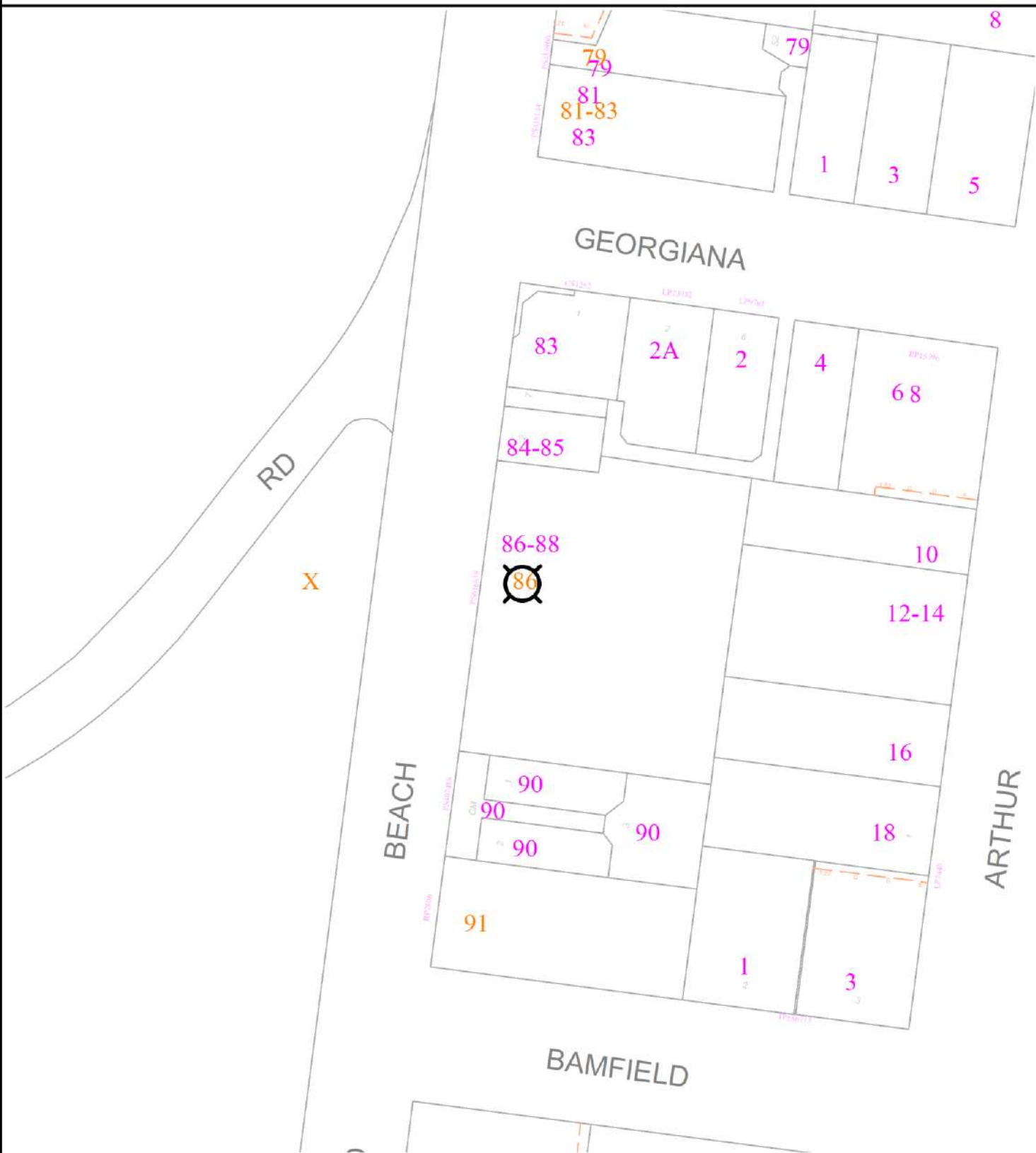
— Title/Road Boundary		Subject Property	● Maintenance Hole	✕✕✕ Abandoned Sewer
- - - - - Proposed Title/Road		Sewer Main & Property Connections	■ Inspection Shaft	
- - - - - Easement		Direction of Flow	<1.0> Offset from Boundary	

Melbourne Water Assets		
- - - - - Sewer Main	- - - - - Underground Drain	- - - - - Natural Waterway
● Maintenance Hole	- - - - - Channel Drain	■ Underground Drain M.H.



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		Water Main Valve
	Easement		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

- - - Proposed Title/Road

--- Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



Offset from Boundary



FINANCIAL UPDATE

E-mail: property@mayfairlegal.com.au

Statement for property:
UNIT 31 LOT 31 86 BEACH ROAD
SANDRINGHAM 3191
31 PS 616638



Electronic funds transfer

BSB: **033-874** Account Number: **126231455**
Account Name: **South East Water Corporation**



BPAY®
Billers Code: 265504 Ref: 126231455

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
36C//08160/00504	LANDATA CER 80949717-029-2	22 JULY 2026	52467680

1. Statement of Fees Imposed

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2026 to 30/09/2026	\$23.06
Melbourne Water Corporation Total Service Charges	01/07/2026 to 30/09/2026	\$32.64

(b) By South East Water

Water Service Charge	01/07/2026 to 30/09/2026	\$19.49
Sewerage Service Charge	01/07/2026 to 30/09/2026	\$109.87
Subtotal Service Charges		\$185.06
TOTAL UNPAID BALANCE		\$185.06

The meter at the property was last read on 09/07/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$1.44 per day**

'Notice of Acquisitions and Dispositions' can be emailed to noticeofsales@sew.com.au

2. Disclaimer

South East Water has prepared the information in this update to the Information Statement previously supplied with due care and diligence.

The update is for the purposes of providing current financial information for the property identified at the top of this document at the time this request was made.

Property Clearance Certificate

Land Tax



MAYFAIR LEGAL

Your Reference:	LD:80949717-015-5.23314
Certificate No:	10203899
Issue Date:	24 JUN 2026
Enquiries:	ESYSPROD

Land Address:	UNIT 31, 86 -88 BEACH ROAD SANDRINGHAM VIC 3191
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
37418422	31	616638	11149	734	\$0.00

Vendor: ILANA MELNIKOV
Purchaser: N A

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS ILANA MELNIKOV	2026	\$270,000	\$0.00	\$0.00

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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$825,000
SITE VALUE (SV):	\$270,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 10203899

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$270,000

Calculated as \$975 plus (\$270,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$8,250.00

Taxable Value = \$825,000

Calculated as \$825,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 10203899

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: 10203899

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



MAYFAIR LEGAL

Your Reference: LD:80949717-015-5.23314

Certificate No: 10203899

Issue Date: 24 JUN 2026

Enquires: 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
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
125	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$825,000
SITE VALUE:	\$270,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10203899

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



MAYFAIR LEGAL

Your Reference:	LD:80949717-015-5.23314
Certificate No:	10203899
Issue Date:	24 JUN 2026

Land Address:		UNIT 31, 86 -88 BEACH ROAD SANDRINGHAM VIC 3191			
Lot	Plan	Volume	Folio		
31	616638	11149	734		
Vendor:	ILANA MELNIKOV				
Purchaser:	N A				
WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 10203899

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 10203891 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: 10203891 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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Our Ref: BC2026/1990/1
Enquiries: Mr A Garcia - Building Surveying Department
Telephone: 9599 4796



Your Ref: 23314

9 July 2026

Mayfair Legal
PO Box 6434
ST KILDA RD CENTRAL VIC 8008

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 Ground Floor 86-88 Beach Road SANDRINGHAM
Building Regulations 2018, Regulation 51 (1)**

In response to your request received Wednesday, 24 June 2026, 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.



**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Mayfair Legal
Level 7, 88 Green Street
CREMORNE 3121

Client Reference: 23314

NO PROPOSALS. As at the 24th June 2026, 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: 24th June 2026

[Vicroads Certificate] # 80949717 - 80949717101446 '23314'

O NERS CORPORATION CERTIFICATE

O ners Corporations Act 2006, s.151 O ners Corporations Act 2006, O ners Corporations Regulations 2018

As at 25th June 2026

1. O NERS CORPORATION DETAILS

P an Number: PS616638P

Address of P an: 86-88 Beach Road SANDRINGHAM VIC 3191

Lot Number this statement re ates to:

Unit Number this statement re ates to:

Posta Address P O. Box 5583 MORDIALLOC VIC 3195

2. CERTIFICATE DETAILS

Vendor: I ana Me nikov

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

Purchaser:

Person requesting Certificate: Mayfair Lega

Reference: (Ref: 23314)

Address:

Fax:

E-mai : property@mayfair.ega.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 31

ADMINISTRATIVE FUND

The annua administrative evy fees for Lot 31 are **6,227.68 per annum** commencing on 1 September 2025. Levies for this p an are raised over **4 periods**

Period	Amount	Due Date	Status
01/09/25 to 30/11/25	1,447.03	01/09/25	Paid
01/12/25 to 28/02/26	1,447.03	01/12/25	Paid
01/03/26 to 31/05/26	1,666.81	01/03/26	Paid
01/06/26 to 31/08/26	1,666.81	01/06/26	Paid
01/09/26 to 30/11/26	1,556.92	01/09/26	To be Issued

Maintenance Fund

The annua maintenance evy fees for Lot 31 are **2,202.94 per annum** commencing on 1 September 2025. Levies for this p an are raised over **4 periods**

Period	Amount	Due Date	Status
01/09/25 to 30/11/25	550.75	01/09/25	Paid
01/12/25 to 28/02/26	550.75	01/12/25	Paid
01/03/26 to 31/05/26	550.71	01/03/26	Paid
01/06/26 to 31/08/26	550.73	01/06/26	Paid
01/09/26 to 30/11/26	550.74	01/09/26	To be Issued

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 25th June 2026

For P an No. PS616638P - Lot 31

4. CURRENT LEVY POSITION FOR LOT 31

Fund	Balance	Paid To
Administrative	0.00	31 August 2026
Maintenance Fund	0.00	31 August 2026
BALANCE	0.00	

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 25 June 2026:

Account / Fund	Amount
Administrative Fund	17,791.88
Maintenance Fund	68,718.17
Investment Account	50,000.00
TOTAL FUNDS HELD AS AT 25 JUNE 2026	\$136,510.05

8. INSURANCE

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

Policy

Policy No.	02GS037126
Expiry Date	17-August-2026
Insurance Company	Chubb Insurance Australia Pty Ltd
Broker	Body Corporate Brokers Pty Ltd (VIC)
Premium	91902.82

Cover Type

Cover Type	Amount of Cover
Common Area Contents	\$42,000
Damage (i.e. Building) Policy	\$29,509,500
Fidelity Guarantee Insurance	\$100,000
Loss Of Rent/Temporary Accommodation	\$4,426,425
Office Bearers Liability Insurance	\$5,000,000
Personal Accident/Voluntary Workers	\$200,000/\$2,000
Property, Death and Injury (Public Liability)	\$30,000,000

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.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 25th June 2026

For Plan No. PS616638P - Lot 31

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:

Date of Contract	Name of Contractor	Status	Brief Description
29/09/2009	Cleaning Dudes	Current	Cleaning of common property interior spaces
22/02/2010	Link Fire	Current	Essential Services Maintenance Programmed Testing and Inspections
25/02/2010	Australian Essentialia 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
20/09/2025	Ace Body Corporate Consulting	Current	Strata Management

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	Lot Owners	Current	Electricity
04/12/2025	Cruzin Garage Doors P/L		Current	Quarter service of the garage door

13. NOTICES, ORDERS OR LEGAL PROCEEDINGS

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

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

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

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 25th June 2026

For Plan No. PS616638P - Lot 31

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Ace Body Corporate Consulting
ABN / ACN:
Address of Manager: Ground Floor, 244 Boundary Road Braeside Victoria 3195
Telephone: 85861300
Facsimile: 85953825
E-mail Address: consulting@acebcm.com.au

17. ADDITIONAL INFORMATION

There may be a special levy raised in the future to help cover common area works for internal foyer painting and new carpet. The investment fund will cover the majority of the costs—no quotes have been approved yet to provide exact figures

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.

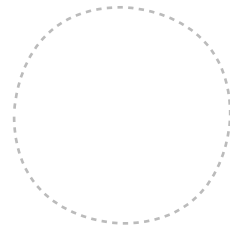


Registered Manager

Full name: Emily MacKintosh / KA
Company: Ace Body Corporate Consulting
Address of registered office: Ground Floor, 244 Boundary Road
Braeside Victoria 3195

25/06/2026

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 Lega

25th June 2026

Dear Mayfair Lega

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

In response to your request, we now attach an Owners Corporation Certificate for Lot 31 in P an No. PS616638P dated 25th June 2026. This certificate is intended for use for the purpose of section 151 of the *O ners Corporations Act 2006* ("**Act**").

Pursuant to section 151(4)(b) of the Act, we a so attach the fo owing:

- (a) A copy of the Ru es for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata tit e ot in Victoria in accordance with Regu ation 17 of the *O ners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the ast annua genera meeting of the Owners Corporation showing a reso utions passed at that meeting.

P ease 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 consu ting@acebcm.com.au. P ease note the inspection of the Register may require the payment of a fee.

Yours faithfu y

Registered Manager

Full name: Emily MacKintosh

Company: Ace Body Corporate Consu ting

Address of registered office: Ground Floor, 244 Boundary Road

Braeside Victoria 3195

25/06/2026

Date

Owners Corporation for Plan No. PS616638P

86-88 Beach Road SANDRINGHAM VIC VIC 3191

ABN/ACN 81246205413

DEBTOR STATEMENT - LOT: 31

O NER: Ilana Melnikov

For the period 1 Sep 2025 to 25 Jun 2026 - sorted by Due Date

Levy Account

Due Date	Issue Date	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Maint Fund	BALANCE
				Brought forward		1,447.03	550.75	1,997.78
01-09-25	19-07-25			Levies - norma (interim)	01-09-25 to 30-11-25		-550.75	1,447.03
01-09-25	19-07-25			Levies - norma (interim)	01-09-25 to 30-11-25	-1,447.03		0.00
		03-11-25	TRANSFER	Payment 1997.78		1,447.03	550.75	1,997.78
01-12-25	18-10-25			Levies - norma (interim)	01-12-25 to 28-02-26		-550.75	1,447.03
01-12-25	18-10-25			Levies - norma (interim)	01-12-25 to 28-02-26	-1,447.03		0.00
		20-02-26	TRANSFER	Payment 2217.52		1,666.81	550.71	2,217.52
01-03-26	16-01-26			Levies - norma	01-03-26 to 31-05-26		-550.71	1,666.81
01-03-26	16-01-26			Levies - norma	01-03-26 to 31-05-26	-1,666.81		0.00
		12-05-26	TRANSFER	Payment 2217.54		1,666.81	550.73	2,217.54
01-06-26	18-04-26			Levies - norma	01-06-26 to 31-08-26		-550.73	1,666.81
01-06-26	18-04-26			Levies - norma	01-06-26 to 31-08-26	-1,666.81		0.00
Balance as at 25 Jun 2026						0.00	0.00	0.00
* Invoice is a debt to the Lot						TOTAL ADMIN	TOTAL MAINT	TOTAL BALANCE
^ Invoice is a debt to the Sundry Debtor								
						\$ 0.00	0.00	0.00



NAUTICA - 86-88 Beach Rd

Notice of AGM

Plan No: PS616638P

Date: 5th November 2025

Time: 4:00 pm

Location: Online





Date of this Notice: 06 October 2025

ANNUAL GENERAL MEETING

Owners Corporation No. PS616638P
86-88 Beach Road (Nautica)
86-88 BEACH ROAD, SANDRINGHAM VIC, VIC, 3191

Dear Owner

We enclose the Annual General Meeting documents for Owners Corporation No. PS616638P 86-88 Beach Road (Nautica).

The Meeting is scheduled to be held as follows:

DATE:	Wednesday 05 November 2025
COMMENCEMENT:	4:00 PM
LOCATION:	Meeting URL: Video Conference: https://meetings.picagroup.com.au/ Meeting ID: 440 846 800 567 0 Passcode: ti3bw6KC (See page 2 for further information)

The attached document contains:

- ✓ **Notice of Meeting:** Which details the date, time and location of the meeting.
- ✓ **Agenda:** List of items for consideration at the meeting.
- ✓ **Meeting Notes:** Including additional information, attendance, meeting procedures, voting rights and how to cast your vote electronically or by Voting Form.
- ✓ **Attachments:** Supporting documents and forms for voting and updating of your details.

We ask that you read the information carefully as the matters to be considered will impact the running of your property and sets out your rights and responsibilities in respect of the meeting.

We ask that any queries relating to the items in this Agenda are brought to our attention at least 72 hours prior to the meeting so that the issues can be appropriately considered and addressed.

The name of your Ace Body Corporate Consulting contact is **Emily MacKintosh**, (03)85861300, consulting@acebcm.com.au who is located at our Ace Consulting branch.

Regards
Ace Body Corporate Consulting

NOTICE OF ANNUAL GENERAL MEETING

Owners Corporation No. PS616638P
86-88 Beach Road (Nautica)
86-88 Beach Road, SANDRINGHAM VIC, VIC, 3191



Date & Time: The meeting is scheduled to commence at 4:00 PM on Wednesday 05 November 2025.

Please arrive on time to register your attendance.



Video Conference: Meeting URL: Video Conference: <https://meetings.picagroup.com.au/>

Meeting ID: 440 846 800 567 0

Passcode: ti3bw6KC

Please use the link above to join the video conference. Further instructions are available online at <https://meet.picagroup.com.au/guide>



Phone Dial In: Not selected for this meeting

Enter Meeting ID: NIL



Voting Form: Submit your votes **before** the meeting:

Online: Use the online link sent to you via email (*only available if you have opted to receive correspondence via email*).

OR

Post/Email: Fill out the Voting Form attached to this notice and return it to your manager via email or post.

OR

Appointment of Proxy: Alternatively you have the right to appoint a proxy

AGENDA

Preliminaries

WELCOME AND REGISTRATION

Registration, proxies and apology are to be presented to the secretary of the Owners Corporation or in absence of the secretary the manager of the Owners Corporation acting on behalf of the Owners Corporation.

QUORUM

Should a quorum be declared for this meeting, the meeting will proceed, and all resolutions will be resolutions of the Owners Corporation.

If a quorum is not achieved, in order for the meeting to proceed, members need to agree that all resolutions will be on an interim basis and become resolutions of the Owners Corporation on the 29th day following the meeting in accordance with Section 78.

That the meeting proceed in accordance with Section 78 of the Owners Corporations Act 2006, and that all decisions made will be interim decisions.

OWNERS CORPORATION TIER

Members are advised that from the 1st of December 2021 (following the change in legislation) this Owners Corporation is classified as a *Tier Two (2) Owner Corporation*.

Different obligations apply to the Owners Corporation, relevant to the tier. These will be addressed within the business of the meeting.

Motions

1. APPOINTMENT OF A CHAIRPERSON

Motions

- 1.1. That the Owners Corporation appoint a chairperson of the Annual General Meeting.

2. MINUTES

Motions

- 2.1. That the Minutes of the last Annual General Meeting of the Owners Corporation held 13 November 2024 be adopted and confirmed as a true record and account of the decisions made at that meeting.

3. REPORTS

Motions

- 3.1. In accordance with sections 71(2)(h) and 115 of the Owners Corporations Act 2006, please find a copy of the Committee Report.
- 3.2. In accordance with sections 71(2)(h) of the Owners Corporations Act 2006, please find attached to the notice a copy of the Owners Corporation Manager's Report.
- 3.3. In accordance with sections 71(2)(h) and 159 of the Owners Corporations Act 2006 the Owners Corporations discloses the below Dispute Resolution Report.
- 3.4. In accordance with sections 71(2)(h) and 29(4) of the Owners Corporations Act 2006 \$22 of penalty interest was waived.
- 3.5. In accordance with sections 71(2)(h) and 39 of the Owners Corporations Act 2006, please see the attached financial report outlining the expenditure from the Maintenance fund.

Expenditure

Exterior Finishes - paints/finishes	142,340.00
Garage Door Maintenance	3,075.00
Minor Building Maintenance	0.00
Roof	2,718.50
Security Services	0.00
Total Maintenance Fund Expenditure	148,133.50

4. AUDITOR

Motions

- 4.1. That the Owners Corporation acknowledges the statutory requirement for the completion of a review, or at the discretion of the committee an audit, of the annual financial reports for the financial year ending 31/08/2026.

NOTE: the 2024-25 annual financial statements audit is currently being undertaken as approved last year, once the audit is finalised the report will be issued to the committee for review and further instruction if need be. In Victoria, owners corporations (OCs) must have their financial statements audited at the end of each financial year if they are Tier 1 (100+ lots) or Tier 2 (51-100 lots). All other owners corporations, from Tier 3 to 5, are not mandatory to have an audit, but can resolve to have one by an ordinary resolution at an Annual General Meeting (AGM). Audits must be performed by a registered company auditor or an accredited accountant. This building is a Tier 3 class.

Explanatory Note

A review provides no assurance as to the accuracy of completion of the accounts. It is recommended that the committee consider the benefits of an audit. The audit provides a level of assurance by virtue of the sample testing that is conducted.

5. FINANCIAL STATEMENTS

Motions

- 5.1. That the financial statements for the period ending 31 August 2025 (which report total members' funds of \$8,256.42 as per report attached) be adopted.

Explanatory Note

Information about the Owner Corporation accounting records will be presented at the meeting. The latest financial statement for the Owner Corporation is enclosed with this notice.

Note to the financials – In order to correctly answer any financials questions please submit questions to the manager not less than 48 hours prior to the meeting.

6. DETERMINATION OF BUDGET AND FEES

Motions

- 6.1. In accordance with sections 23 (1), 71 (2) (d) and 71 (2) (f) of the Owners Corporations Act 2006, the budget for the financial year commencing 1 September 2025 at the amount \$211,741.00 (incl. GST), be adopted and that fees be charged in accordance with the lot liability schedule as per the plan of sub-division with fees charged quarterly/biannually in advance.

Note to the Budget - In order to correctly answer any financial questions please submit questions to the manager not less than 48 hours prior to the meeting.

The owners corporation budget will continue until the next approved budget.

Please find attached to the notice of meeting the breakdown of the budget.

- 6.2. In accordance with sections 23 (2), 71 (2) (d) and 71 (2) (f) of the Owners Corporations Act 2006, the budget for the financial year commencing 1 September 2025 at the amount \$74,900.00 (incl. GST), be adopted and that fees be charged in accordance with the lot liability schedule as per the plan of sub-division with fees charged quarterly/biannually in advance.

It is advised that funds need to be invested to meet the requirements. The manager cannot provide financial advice and must have instructions from the owners about how to invest the funds.

Note to the Budget - In order to correctly answer any financial questions please submit questions to the manager not less than 48 hours prior to the meeting.

7. PENALTY INTEREST AND DEBT MANAGEMENT

Motions

- 7.1. That the Owners Corporation confirm to charge penalty interest in accordance with section 29 under Part 3 of Owners Corporations Act 2006 Part 3.

Explanatory Note

The penalty interest rate is currently set at 10%.

Further information relating to penalties and interest is available under the "Meeting Notes" attached to the notice of this meeting.

- 7.2. That the owners corporation authorise the owners corporation manager, when finalising outstanding fees, charges and contributions, to waive from the lot ledger, penalty interest up to **\$100**. This waiver is only applicable to lots that have not received any waiver of penalty interest in the past two (2) years. All other amounts will require approval of the committee. Any waived penalty interest must be fully paid, with the credit being carried forward and applied to future fees, charges and contributions.
- 7.3. That the owners corporation delegate the authority to the owners corporation manager to enter the lot owner/s and owners corporation into a payment arrangement where the outstanding balance of fees, charges and contributions 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, charges and contributions being paid on-time and in full.

The owners corporation further authorise:

- a. the owners corporation manager to arrange for the issue of debt collection and legal proceedings against the owner/s of lot/s in arrears, and
- b. debt collection and legal cost/s of these proceedings to 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 (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 Act or Regulations or the Rules of the Owners Corporation, and
- d. that the owners corporation may recover from any instigating lot owner the cost of any works undertaken for the use of that lot such as, but not limited to, Title searches, key issue/recovery, attendance to record searches, or other incidentals.

Explanatory Note

The purpose of the Debt Management motions is to delegate authority to the owners corporation manager to seek arrears (recovery of outstanding fees, charges and contributions) through the engagement of a debt collection company and that when costs incurred by the owners corporation in recovering fees and charges due under the Act, will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the owners corporation by the owners corporation manager and all legal fees incurred as a result of the failure to pay fees, charges and contributions due.

Ace Body Corporate Consulting, as the owners corporation manager, declares it is an associate of Kemps Petersons Pty Ltd trading as Kemps Petersons Receivables and Kemps Petersons Legal Pty Ltd.

The owners corporation manager has, and may engage, the services of Kemps Petersons Pty Ltd and/or Kemps Petersons Legal Pty Ltd in undertaking debt collection services for your owners corporation pursuant to this resolution and the Contract of Appointment.

8. INSURANCES

Motions

- 8.1. 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
02GS037126	Chubb Insurance Australia Pty Ltd	17 Aug 2026	Fidelity Guarantee Insurance	\$100,000.00
			Loss Of Rent/Temporary Accommodation	\$4,426,425.00
			Common Area Contents	\$42,000.00
			Damage (i.e. Building) Policy	\$29,509,500.00
			Personal Accident/Voluntary Workers	\$200,000.00 \$2,000.00
			Office Bearers Liability Insurance	\$5,000,000.00
			Property, Death and Injury (Public Liability)	\$30,000,000.00
TOTAL PREMIUM: \$91,902.82				

Explanatory Note

Further information relating to insurances, including but not limited to, disclosures and commissions received by the Manager is available under the "Meeting Notes" attached to the Notice of this meeting.

- 8.2. That the Owners Corporation provide **informed consent** for BCB as the insurance broker, to obtain quotations from insurers including commission in relation to the placement, renewal, and variation of the strata insurance policy.

A portion of this commission may be shared with the Agent, as an Authorised Representative of BCB as per the terms of your management agreement.

The exact amount or percentage of commission payable will be disclosed in the Insurance Report provided with each renewal or quotation.

The Owners Corporation further authorises the Managing Agent to retain records of this consent on behalf of the scheme for compliance with ASIC regulatory requirements.

Explanatory Note

Under the Corporations Act 2001, Australian Financial Services (AFS) licensees and their Authorised Representatives who provide personal advice to retail clients for general insurance products – such as those for strata and community title schemes – and receive commissions for those products must obtain the schemes informed consent before accepting the commission

- 8.3. That the Owners Corporation acknowledge the insurance valuation report dated 29 February 2024 with a recommended building sum insured of \$28,650,000.00 and provided in accordance with sections 71(2)(h) and 65(3) of the Owners Corporations Act 2006.

- 8.4. 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.

Explanatory Note

The last valuation was performed by PP&E Valuation on 29 February 2024. It is recommended that a valuation should be undertaken every three years. Tier 1-4 Owners Corporations must be revalued five years as a maximum under the Owners Corporations Act 2006.

9. ENGAGEMENT OF CONTRACTORS

Motions

- 9.1. That the Owners Corporation acknowledges that the owners corporation 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.

Explanatory Note

Contractor/s	<i>Means a person or an organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and / or specialist or professional advice.</i>
Minimum Requirements	<i>1. Must be registered as a business for tax purposes in Australia</i> <i>2. Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)</i> <i>3. Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)</i> <i>4. Must have Statutory Workers Compensation insurance for all employees or Personal and Accident Insurance for Sole Traders</i> <i>5. Must hold all licences as relevant to services provided</i> <i>6. Must have an established Quality Management system (Consultants only)</i> <i>7. Must have an established Health & Safety Management system</i> <i>8. Must accept the PICA Terms and Conditions of engagement and Business Code of Conduct.(Copy available upon request from the Community Select team).</i>
Work Order	<i>Written order providing specific or blanket authorisation to a Contractor to proceed with the provision of specific goods or services without further instructions</i>

The Owners Corporation has a duty of care to ensure the safety of its owners, tenants, visitors, contractors and any members of the general public who access the common areas of their property. It is therefore essential that any Contractors engaged to perform any services at the property assume the same obligations.

The risks involved in engaging Contractors are significantly increased when they do not meet the Minimum Requirements. Any damage caused to property or persons resulting from any accidents or incidents caused by the Contractor places the Owners Corporation at risk.

As per the Contract of Appointment entered into by the owners corporation manager and the Owners Corporation, the owners corporation manager will continue to effect repairs and maintenance, as defined under that agreement to common property through the engagement of qualified tradespersons and or companies.

The Owners Corporation, through its Committee, take full responsibility for the engagement and direction of Contractors who have not achieved the Minimum Requirements and understand and acknowledge the associated risks.

The owners corporation manager agent will take no responsibility for any consequences arising from the engagement of any contractors (including, but not limited to, verification of GST registration and tax liability of the contractors) and will not perform any services other than to provide the administration tasks in relation to the payment of invoices raised by those contractors.

10. ESSENTIAL SAFETY

Motions

- 10.1. That the Owners Corporation will review its mandatory responsibility in accordance with the Victorian Building Regulations 2018 (Parts 9, 9A & 13) and Occupational Health and Safety Act 2004 (section 21) 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.

11. USE OF COMMON SEAL

Motions

- 11.1. That the Owners Corporation authorise the destruction of the common seal as it is no longer a requirement under section 18A of the Owners Corporations Acts 2006.

12. COMMITTEE

Motions

12.1. That, pursuant to sections 100 and 103(1) of the Owners Corporations Act 2006, the Owners Corporation elect a committee consisting of at least three (3) and no more than seven (7) members.

12.2. In accordance with section 103(1A) 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.

Explanatory Note

The elected members will be listed below the resolution within the Minutes.

Further information regarding election procedures and size of the committee is available under "Meeting Notes" attached to the Agenda".

12.3. In accordance with sections 98(2) and 105 of the Owners Corporations Act 2006 the Owners Corporation elect a Chairperson of the Owners Corporation at the first Committee meeting.

In accordance with section 98(1) of the Owners Corporations Act 2006, where a committee has not been elected, the Owners Corporation elects a Chairperson of the Owners Corporation.

12.4. In accordance with sections 99(2) and 107 of the Owners Corporations Act 2006 the Owners Corporation appoint a Secretary of the Owners Corporation at the first Committee meeting.

In accordance with section 99(1) of the Owners Corporations Act 2006, where a committee has not been elected, the Owners Corporation elects a Secretary of the Owners Corporation.

Explanatory Note

Secretary – *The Owners Corporation Committee will consider the appointment of the Secretary or alternatively the Manager will fulfil the duties of Secretary in accordance with the Contract of Appointment. Should the Owners Corporation wish to appoint a Secretary, the above Motion will be tabled.*

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

Explanatory Note

Powers or functions being delegated must be in accordance with the Owners Corporations Act 2006, Regulations and Rules.

Pursuant to a Resolution of the Owners Corporation made on the day of the AGM, the Owners Corporation delegates to the Committee of the Owners Corporation all the powers and functions of the Owners Corporation except:

- 1. the power of delegation, other than that set out in section 102 of the Owners Corporations Act 2006; or*
- 2. a power delegated by instrument to the manager of the Owners Corporation; or*
- 3. a power delegated by instrument to the Secretary of the Owners Corporation; or*
- 4. a power delegated by instrument to the Grievance Committee; or*
- 5. Additional exclusions (if any) are attached.*

Provided that the Committee must not exercise any of the powers and functions of the Owners Corporation unless the Committee is acting in accordance with a decision of the Committee of the Owners Corporation.

12.6. That the members of the Owners Corporation Committee be elected as members of the grievance committee to resolve any dispute that may arise in accordance with Part 10 of the Owners Corporations Act 2006 pursuant to Schedule 2, Section 7 of the Owners Corporations Regulations 2018.

13. GENERAL BUSINESS

Discussion on additional items raised by any of the members will be forwarded to the elected Committee at the first meeting of the Committee for further instructions.

1. **Exterior Painting Works** - These works have now been completed, we thank everyone for their assistance with ensuring easy access for the painters. vlf you find any areas of concern please report them to the strata manager ASAP.
2. **Front Foyer Door** - Upgrades are required on the sliding front door, a quote has been submitted to the committee for review and approval for amount of \$9,763.16 inc GST - committee have approved 5 October and strata manager has issued a work order.
3. **Common Area Interior Design Works** - Committee has engaged colour consultant and interior design person to provide advice, the recommended paint colour for internal common areas is half Lexicon (Dulux Paint). There are also 3 x quotes for carpet and underlay replacement in main common area foyer and passageways. The maintenance fund is to fund these planned works, to be undertaken just after the 1st quarter of 2026 - budget allowing.
4. **Garage Roller Door** - Pending warranty repair works have been completed, and the door is now functional. It may be operating somewhat slower than before; however, the technicians advise that this is normal due to the specific type of motor used, which is designed to reduce friction on the motor parts. This approach helps to prolong the lifespan of the motor and maintain reliable operation over time.
5. **Minor Building Mtce** - Slate tiles attached to facade of unit 32, besser block front wall, coming loose and works are planned to replace the slate tiles.
6. **Storage Cages** - A reminder for lot owners and their tenants where relevant, to ensure items are **not** stored outside storage cages in car bays. Car bays are for vehicles only, no exception. This is a clear OH&S and fire safety hazard and the OC will be breaching lot owners and/or their occupants who fail to comply.
7. **Lot Renovations** - Any lot owner and/or occupant planning renovation works must complete and submit a lot modification request form. This form can be accessed via the link below or obtained from the strata manager. A copy is also attached to this AGM notice. This process ensures compliance with building regulations and helps with insurance coverage. Proper documentation and approval protect against potential disputes and ensure that modifications meet safety standards: <https://picagroup.com.au/forms-and-applications/lot-improvement-and-renovation-request/>
8. **Pet Application Form** -

The pet application form is a procedural step, introduced in response to recent complaints about barking dogs onsite and in accordance with the NAUTICA OC registered rules - see section 4.1.2 on page 7. All owners receive a copy of these rules at time of purchase. This formality is not necessarily intended to approve or deny pet ownership but to ensure that all pets using common areas are properly registered with the Owners Corporation.

Key Reasons for a Pet Register:

- **Accurate Record-Keeping:** Maintaining a register allows the Owners Corporation to keep up-to-date records of all pets residing on the property. This is essential for quickly addressing any complaints or incidents involving pets, such as defecation, aggression, or property damage.
- **Safeguard Against Liability:** The register acts as a safeguard for the Owners Corporation in the event of public liability claims or nuisance complaints. Accurate records can help demonstrate responsible management and due diligence.
- **Assessment of Property Damage:** By knowing which pets are present, the Owners Corporation can better assess and address any potential damage to common property caused by pets.
- **Community Harmony:** Ensuring all pets are registered helps promote responsible pet ownership and minimises the risk of nuisance to neighbours and the broader community.

14. NEXT MEETING

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

Meeting Closed

Chairperson to declare the meeting closed.

MEETING NOTES

Additional Information, Meeting Procedures and Voting Rights for a General Meeting

Meeting Attendance

Please have this Notice with you when attending the meeting personally or virtually (video and phone conference). Please visit <https://meet.picagroup.com.au/guide> for virtual meeting instructions and attendance conduct.

If you cannot attend the meeting and you wish to appoint a proxy and cast a vote in relation to resolutions or matters, **prior to the commencement of the meeting** please:

- Submit your vote electronically, OR
- Return a completed voting form, and
- Complete and return the enclosed proxy form.

Further information on these voting methods is located below.

Voting Forms

Electronic meeting papers:

If you have received this Notice electronically, you are able to submit your votes online by clicking the link in the email notification.

If you wish to cast your vote online, please vote on all motions, submit the voting form and complete the voter declaration. You may also download a copy of your votes or have them emailed to you for your records.

Alternatively, you may print the attached voting form, and return the **completed** form to consulting@acebcm.com.au.

Physical meeting papers:

If you have received a paper copy of the documents, it is because we either do not have your email address or you have not given us authority to circulate communications electronically to you. Please complete and return the attached Email Authority Form if you wish to update your method of delivery.

If you wish to cast your vote prior to the meeting, please complete the attached voting form and return it by post or by emailing it consulting@acebcm.com.au.

In order for your votes to be counted, the voting form needs to be received prior to the meeting.

Should you attend the meeting personally, virtually or by proxy, please notify the meeting host if you wish to change your submitted vote, at the time that the Motion is put to the meeting.

Proxies

A member has the right to appoint a proxy. A form of proxy is attached, which can be completed and returned via post or email (detailed on the attached proxy form).

You can exercise your voting rights at the meeting in person or by proxy. If you are a Corporation or Company your voting rights can only be exercised by a Director of the Company in person or by the Company's Proxy.

The proxy should be in the name of a person who will be attending the meeting and not made out to e.g. "the Chairperson".

Quorum

In order to constitute a quorum at the meeting 50% of total number of lots or at least 50% of the total lot entitlement must be present either in person or by proxy; or

Should a quorum be declared for this meeting, the meeting will proceed and all resolutions will be resolutions of the Owners Corporation.

Note that in the event that there is not a quorum the meeting may proceed but all decisions are interim decisions. Notice of all interim decisions will be forwarded to all owners within 14 days of the date of the meeting. Unless a petition is received from members representing at least 25% of the total lot entitlement, the decisions become decisions of the Owners Corporation.

If a quorum is not achieved, in order for the meeting to proceed, members need to agree that all resolutions will be on an interim basis and become resolutions of the Owners Corporation on the 29th day following the meeting in accordance with section 78.

Financial Status

It is important to note that only lots that are financial will have the right to vote on Ordinary Resolutions of the Owners Corporation either in person or via proxy. Unless otherwise specified within the Motion, all Resolutions will be an Ordinary Resolution of the Owners Corporation.

In order for your vote to be considered for an Ordinary Resolution, all fees and charges owed to the Owners Corporation must be received in full, at least four (4) business days prior to the date of the meeting.

Types of Resolutions

For voting purposes:

- an **Ordinary Resolution** is passed if a majority of the votes cast are in favour of it;
- a **Special Resolution** is passed if at least 75% of the votes for the total number of lots affected by the Owners Corporation vote for it or if a poll is taken at least 75% of total lot entitlements of all the lots vote for it.
- a **Unanimous Resolution** is passed if all members vote in favour of it.

Insurance

Commission Received by Ace Body Corporate Consulting: \$0.00

The Manager is an authorised representative of Body Corporate Brokers and Whitbread Insurance Brokers.

The Manager is qualified to give general advice and information about insurance, not personal advice. If the Owners Corporation requires specialist insurance advice the Agent can refer the Owners Corporation to an insurance advisor. If the Agent recommends that your building insurance should be placed with the Insurers, the Owners Corporation acknowledges and agrees that the recommendation is general advice (not personal advice). The Owners Corporation should read the Product Disclosure Statement and Financial Services guide before making a decision to purchase that insurance as terms may have changed.

It is recommended that a valuation should be undertaken every three years. Unless exempt, Owners Corporations must obtain a valuation of all buildings it is liable to insure every five years as a maximum under section 65(2) of the Owners Corporations Act 2006.

Owners should note that it is their own responsibility to arrange insurance cover for contents within their own lot, including carpets, curtains, light fittings, etc plus loss of rent for tenants and public liability cover for events occurring within your lot. Ace Body Corporate Consulting recommends you seek advice from your preferred insurance broker.

The agent's parent company, Prudential Investment Company of Australia Pty Ltd ACN 004 266 817 (PICA) has entered into an agreement with QBE Insurance (Australia) Limited ACN 003 191 035 in relation to the provision of insurance policies under the Community Sure brand to parties which include owners corporations/ bodies corporate. PICA is entitled to receive fees calculated by reference to the aggregate amount of all premiums payable for Community Sure insurance policies including any such policy/s contracted by the owners corporation/ body corporate.

Penalties and Interest

We understand from time to time members may accidentally overlook the payment of a Fee Notice or have experienced financial difficulty. Resolutions are to be considered to provide a clear delegation to the Strata Manager to efficiently support consideration of minor amounts when lot owners call to settle outstanding accounts. Should the motion pass the Owners Corporation (all owners) will incur the late payment costs that have been incurred in seeking to obtain payment of the outstanding fees. The amounts specified in the Resolution will be the maximum amount to which the Strata Manager will be delegated consideration, any amounts on the Owners ledger above this threshold will be required to be referred to the Committee/Owners Corporation in their entirety. Should an owner contact the Strata Manager to discuss not being able to make the payment on time and in full, prior to the due date of the fee notice, the Strata Manager will suppress the accumulation of fees and charges for a period of up to 30 days within which payment in full must be received or a bona fide payment arrangement entered with the first payment having been received. Should the lot owner fail to comply with the payment in full or the payment arrangement, fees and charges will be accrued from the date at which the fees fell due.

Committee Nominations and Election

Written and oral nominations for election to the Committee be called for and tabled at the meeting.

Eligibility

1. The members of the Committee must be lot owners or hold proxies on behalf of lot owners.
2. There must not be more than one member of the Committee from any one lot.
3. A lot owner or a proxy for a lot owner may nominate for election as a member of the Committee—
 - (a) in writing; or
 - (b) orally if the lot owner is present at the Annual General Meeting.
4. If a lot owner is in arrears for any amount of fees or other amount owing to the Owners Corporation
 - (a) the lot owner or a proxy for the lot owner is not eligible to be elected as a member of the Committee; and
 - (b) if the lot owner or a proxy for a lot owner is a member of the Committee at the time the amount came into arrears, the lot owner or the proxy for the lot owner is suspended as a member of the Committee until the amount is paid.

Elections

If more than 3 but less than 7 (or other maximum number as resolved by the Owners Corporation) nominations are received, each of the unopposed eligible nominees will be declared elected, and the number of the Committee will be determined at the maximum number of valid nominations received.

- **Less than 3 Nominations Received**

If fewer than 3 nominations are received, the Owners corporation will be required to convene a special general meeting to elect a Committee.

*Note: This process will incur additional service charges from the Manager.

- **Nominations exceeding the positions available**

Where the number of nominations exceed the available positions, an election will be conducted at the meeting.

If there are no members present personally, virtually or by proxy at the meeting to participate in the election, it will be necessary to conduct the election by way of a separate Postal Ballot, putting forward the nominations received prior to closing.

*Note: This process will incur additional service charges from the Manager.

Smoke Alarms within Units

Since the 1 February, 1999 in Victoria, self contained smoke alarms complying with Australian Standard 3786-1993 must be installed in all residential buildings, including homes, units, flats and townhouses.

It is the legal responsibility of owners and landlords to install smoke alarms.

In all new residential buildings, constructed on or after 1 August, 1997, the smoke alarms must be connected directly to the consumer power mains, as well as having a battery back-up.

Residential buildings constructed before 1 August 1997, can be fitted with a battery-powered smoke alarm.

It is the owner's responsibility to ensure smoke alarms are installed and kept in working condition. However, a tenant can take action to ensure compliance with the regulations.

Annexure to this meeting notice

- Notice of AGM (1)
- Previous Annual General Meeting Minutes
- Previous Special General Meeting Minutes
- Committee Report
- Managers Report
- Financial Year End Statement of Accounts
- Proposed Budget
- Maintenance Plan
- Insurance Renewal
- Insurance Valuation
- Committee Nomination Form
- Proxy Form
- Company Nominee Form
- Email Authority Form
- Registered_Rules
- Lot Improvement and Renovation Request [VIC]



MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No PS616638P

86-88 Beach Road (Nautica)
86-88 Beach Road, SANDRINGHAM VIC, VIC, 3191

These are the minutes of the Annual General Meeting for Owners Corporation Plan No PS616638P held at Meeting URL: Video Conference: <https://meetings.picagroup.com.au/>

Meeting ID: 424 385 256 106

Passcode: zS6vGg commenced at 5:00 PM on Wednesday 13 November 2024.

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>
1	David Kendall
3	Gary & Sharon Minihan
4	Declan Jeffery
5	Megan Susnja
6	Stephen Hands
7	Annemaree Wicks
8	Rosemary Sheppard
9	Martin & Jane Rodgers
11	Malcolm & Estelle Fordham
12	Alan Heyward
17	Mary Louise O'Connor
23	Angie O'Byrne
24	John Rowell & Lynne Rowell
26	Jacqueline Bakker
28	Joanne Marie Worrad (joined in at motion 9)
30	Gavin Moores

Present by Proxy

<u>Lot</u>	<u>In Favour of:</u>
Elizabeth Anne Jeffery - Lot 4	Declan Jeffery

Apologies

In Attendance

Emily MacKintosh 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

Emily MacKintosh

1 MINUTES

1.1 Minutes of Last AGM

Ordinary Resolution

That the Minutes of the last Annual General Meeting of the Owners Corporation held 27 February 2024 be adopted and confirmed as a true record and account of the decisions made at that meeting.

Motion Result: Motion CARRIED.

Voting: Affirmative: 15 Negative: 0 Abstained: 1

2 REPORTS

2.1 Committee Report

Ordinary Resolution

In accordance with Sections 71 (2) (h) and 115 of the Owners Corporation Act 2006, please find a copy of the Committee Report.

Motion Result: Motion CARRIED.

Voting: Affirmative: 16 Negative: 0 Abstained: 0

2.2 Managers Report

Ordinary Resolution

- In accordance with Sections 71 (2) (h) and 115 of the Owners Corporation Act 2006, please find attached to the notice a copy of the Owners Corporation Manager's Report.

MANAGERS REPORT

Routine Service Providers

- Common Area Gardening - Clean As You Go
- Common Area Cleaning - Cleaning Dudes
- Auto Front Door - AAA Door Closers
- Irrigation & Drainage - The Herbivore Pty Ltd
- Intercom & Security systems - Supa Tech
- Telephone & Internet Services - Next Telecom
- Electricity provider - Tango Energy
- Common Area Water supply - South East Water Corporation
- Fire Protection Services - Link Fire Pty Ltd (for last financial year, now moving to Eclipse Fire Solutions)
- Garage Door Maintenance - Cruizin Garage Doors as contracted by SBS Australia
- Waste Management Services - Waste Wise Environmental
- Lift Maintenance - TK Elevator Australia

Non-Routine Services Rendered

- Garage door replacement works - undertaken by SBS Australia and lodged as an insurance claim which is pending settlement (see general business)
- Consultants & Specialists:

Consultant

Date	Invoice No.	Paid to	Reference	Trans Amount (Gross of GST)	Accrual dates	Amount (Net of GST)
08/11/2023	2480	Basic Expert Pty Ltd	Phase 1 - Engineering (Cladding)	378.95		344.50
09/11/2023	IV00000013720	STRATA CONSULTANTS AUSTRALIA PTY LTD	Consulting Fee	2,200.00		2,000.00
28/05/2024	2956	Basic Expert Pty Ltd	Phase 1 - cladding assessment 27/05/2024	1,503.16		1,366.51
Total for Consultant						3,711.01

Consultant - Long Term Maintenance Plan (LTMP)

Date	Invoice No.	Paid to	Reference	Trans Amount (Gross of GST)	Accrual dates	Amount (Net of GST)
28/03/2024	19024	Mabi Group Pty Ltd t/a Mabi Services	MAINTENANCE PLAN 28/03/2024	2,970.00		2,700.00
26/05/2024	19074	Mabi Group Pty Ltd t/a Mabi Services	occupational health & safety reports 09/04/2024	935.00		850.00
Total for Consultant - Long Term Maintenance Plan (LTMP)						3,550.00

- Exterior Painting Phase 1:

Exterior Finishes - paints/finishes

Date	Invoice No.	Paid to	Reference	Trans Amount (Gross of GST)	Accrual dates	Amount (Net of GST)
27/08/2024	INV1730	Resolute Painting and Projects Pty Ltd	Timber Cladding All 27/08/2024	4,730.00		4,300.00
Total for Exterior Finishes - paints/finishes						4,300.00

- Minor Building Maintenance:

Minor Building Maintenance

Date	Invoice No.	Paid to	Reference	Trans Amount (Gross of GST)	Accrual dates	Amount (Net of GST)
06/12/2023	PS616638P092 3	Megan Susnja	Reimb - Maintenance Works	204.68		204.68
12/03/2024	INV44025	EN Global Enterprises Pty Ltd t/a Simply Better Services Australia	Emergency ah attendance 18/02/2024	792.00		720.00
26/03/2024	2898	Anthony Secatore T/A AMS Builders & Projects	Repl x2 pine decking boards	550.00		500.00
05/04/2024	00140253	Big Blue Corporation Pty Ltd t/a Orb Lock Company	Locksmith Services	689.00		626.36
09/04/2024	2900	Anthony Secatore T/A AMS Builders & Projects	Remove failed garden bed sleepers & soil, Install timber stakes, reattach sleepers	770.00		700.00
20/08/2024	PS616638P082 4	Megan Susnja	Reimb - Chairman's Expenses	75.95		75.95
Total for Minor Building Maintenance						2,826.99

- Plumbing Maintenance:

Plumbing Maintenance

Date	Invoice No.	Paid to	Reference	Trans Amount (Gross of GST)	Accrual dates	Amount (Net of GST)
19/09/2023	00006942	TTF Olfers Family t/a Kilburn Plumbing Pty Ltd	Plumbing services 19/9/23	231.00		210.00
08/11/2023	00015618	Jamie Robinson Plumbing Pty Ltd	Investigate cause of water leak	385.00		350.00
12/12/2023	00015717	Jamie Robinson Plumbing Pty Ltd	Investigate cause of water leaking into car space un23	308.00		280.00
12/12/2023	00015715	Jamie Robinson Plumbing Pty Ltd	Investigate cause of water leak into Apt 8	638.00		580.00
12/12/2023	00015716	Jamie Robinson Plumbing Pty Ltd	Investigate cause of water leak unit 23 11/12	176.00		160.00
19/12/2023	00015736	Jamie Robinson Plumbing Pty Ltd	Investigate Water Leak	396.00		360.00

Date	Invoice No.	Paid to	Reference	Trans Amount (Gross of GST)	Accrual c
27/02/2024	00088782	Scotia Property Maintenance Pty Ltd	Leak detection - Unit 14	506.40	
27/02/2024	00088278	Scotia Property Maintenance Pty Ltd	Leak Detection - Unit 27	360.00	
27/02/2024	00088358	Scotia Property Maintenance Pty Ltd	Leak detection - Unit 14	360.00	
24/03/2024	3323	Straight Line Discretionary Trustee t/a Straight Line Plumbing & Gas	Plumbing Maintenance	473.00	
20/06/2024	3520	Straight Line Discretionary Trustee t/a Straight Line Plumbing & Gas	Hydro Jet & 20/06/2024	506.00	
				Total for Plumbing Maintenance	

Motion Result: Motion CARRIED.

Voting: Affirmative: 15 Negative: 0 Abstained: 1

2.3 Dispute Resolution Report

Ordinary Resolution

In accordance with Sections 29 (4) of the Owners Corporations ACE 2006 the Owners Corporations discloses the below Dispute Resolution Report.

Motion Result: Motion CARRIED.

Voting: Affirmative: 16 Negative: 0 Abstained: 0

2.4 Penalty Interest

Ordinary Resolution

In accordance with Section 29 of the Owners Corporation Act \$0 of penalty interest was waved.

Motion Result: Motion CARRIED.

Voting: Affirmative: 16 Negative: 0 Abstained: 0

2.5 Expenditure from the Maintenance fund

Ordinary Resolution

In accordance with Sections 39 and 71 (h) of the Owners Corporation Act 2006, please see the attached financial report outlining the expenditure from the Maintenance fund - \$30,387.00

Total expenditure related to the garage door upgrade, all expenses will be reimbursed minus excess once the claim is settled.

Motion Result: Motion CARRIED.

Voting: Affirmative: 16 Negative: 0 Abstained: 0

3 AUDITOR

3.1 Annual Financial Review / Audit

Ordinary Resolution

That the Owners corporation acknowledges the statutory requirement for the completion of a review, or at the discretion of the committee an audit, of the annual financials reports for the financial year ending 31/08/2025.

NOTE: IF the committee wish to pursue an audit, they will need to instruct the OC manager to engage a third party to conduct this process, there are costs involved and time periods.

Motion Result: Motion CARRIED.

Voting: Affirmative: 9 Negative: 0 Abstained: 7

4 FINANCIAL STATEMENTS

4.1 Financial Statements

Ordinary Resolution

That the financial statements for the period ending 31 August 2024 (which report total members funds of \$45,679.10 as per report attached) be adopted.

Motion Result: Motion CARRIED.

Voting: Affirmative: 15 Negative: 0 Abstained: 1

5 DETERMINATION OF BUDGET AND FEES

5.1 Budget and Fees - Operation

Ordinary Resolution

In accordance with sections 23 (1), 71 (2) (d) and 71 (2) (f) of the Owners Corporations Act 2006, the budget for the financial year commencing 1 September 2024 at the amount \$196,795.72 (incl. GST), be adopted and that fees be charged in accordance with the lot liability schedule as per the plan of sub-division with fees charged in advance.

NOTE: The fees remain the same as per last budget approved at the 2024 SGM and will be reassessed annually

The owners corporation budget will continue until the next approved budget.

Motion Result: Motion CARRIED.

Voting: Affirmative: 15 Negative: 0 Abstained: 1

5.2 Budget and Fees - Maintenance Fund

Ordinary Resolution

In accordance with sections 23 (2), 71 (2) (d) and 71 (2) (f) of the Owners Corporations Act 2006, the budget for the financial year commencing 1 September 2024 at the amount \$74,900.00 (incl. GST), be adopted and that fees be charged in accordance with the lot liability schedule as per the plan of sub-division with fees charged in advance.

Note to the Budget - In order to correctly answer any financial questions please submit questions to the manager not less than 48 hours prior to the meeting.

Motion Result: Motion CARRIED.

Voting: Affirmative: 15 Negative: 0 Abstained: 1

6 Transfer of Investment Fund Balances to Maintenance Fund

Ordinary Resolution

That the Owners Corporation resolve to transfer, upon each respective rollover date, the balance of the two investment fund accounts into the Maintenance Fund. These funds will be utilised for the exterior painting works required onsite, as outlined in the pre-approved Maintenance Plan and Report.

Details of the Macquarie Bank investment accounts (interest-bearing term deposits) linked to the Maintenance Fund are as follows:

- Account number 286301346: This account has a 1-year rollover term, due on 20th September 2025, with an interest rate of 4.70% and a balance of \$27,580.71
- Account number 247966518: This account has a 3-month rollover term, due on 9th December 2024, with an interest rate of 4.95% and a balance of \$13,635.42

Motion Result: Motion CARRIED.

Voting: Affirmative: 16 Negative: 0 Abstained: 0

7 PENALTY INTEREST AND DEBT MANAGEMENT

7.1 Charging of Penalty Interest

Ordinary Resolution

Ace Body Corporate Consulting | ABN 50108688231 | a: PO Box 5583, Mordialloc VIC 3195
e: consulting@acebcm.com.au | w: www.acebodycorp.com.au | p: (03)85861300

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: 16 Negative: 0 Abstained: 0

7.2 Waiver of Penalty Interest and Late Payment Fees

Ordinary Resolution

That the owners corporation authorise the owners corporation manager, when finalising outstanding fees, charges and contributions, to waive from the lot ledger, penalty interest up to **\$100**. This waiver is only applicable to lots that have not received any waiver of penalty interest in the past two (2) years. All other amounts will require approval of the committee. Any waived penalty interest must be fully paid, with the credit being carried forward and applied to future fees, charges and contributions.

Motion Result: Motion CARRIED.

Voting: Affirmative: 15 Negative: 0 Abstained: 1

7.3 Debt Management

Ordinary Resolution

That the owners corporation delegate the authority to the owners corporation manager to enter the lot owner/s and owners corporation into a payment arrangement where the outstanding balance of fees, charges and contributions 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, charges and contributions being paid on-time and in full.

The owners corporation further authorise:

- a. the owners corporation manager to arrange for the issue of debt collection and legal proceedings against the owner/s of lot/s in arrears, and
- b. debt collection and legal cost/s of these proceedings to 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 (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 Act or Regulations or the Rules of the Owners Corporation, and
- d. that the owners corporation may recover from any instigating lot owner the cost of any works undertaken for the use of that lot such as, but not limited to, Title searches, key issue/recovery, attendance to record searches, or other incidentals.

Motion Result: Motion CARRIED.

Voting: Affirmative: 16 Negative: 0 Abstained: 0

8 INSURANCES

8.1 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.

Motion Result: Motion CARRIED.

Voting: Affirmative: 16 Negative: 0 Abstained: 0

8.2 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.

NOTE: No valuation required due to date of last valuation this year, next one not due for another 3 years

Motion Result: Motion CARRIED.

Voting: Affirmative: 10 Negative: 6 Abstained: 0

8.3 Acknowledge Insurance Valuation

Ordinary Resolution

That the Owners Corporation acknowledge the insurance valuation report dated 29 February 2024 with a recommended building sum insured of \$28,650,000.00.

Motion Result: Motion CARRIED.

Voting: Affirmative: 16 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: 15 Negative: 1 Abstained: 0

10 ESSENTIAL SAFETY

10.1 Essential Safety

Ordinary Resolution

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.

The following OHS issues were identified;

Smoke Alarms

Members were advised that smoke alarms installed in the lots must be maintained in working order and batteries replaced at a minimum of every 12 months. It is the individual owner's responsibility to ensure the necessary testing is undertaken on a routine basis and batteries changed. Should the residence be tenanted, owners should ensure that the rental agent is instructed to undertake the annual test while carrying out their periodic inspections.

Asbestos

Owners should note that a liability may exist in the event that a person residing, working in or visiting a building containing asbestos, that has not been properly managed, can identify that they contracted an asbestos related illness from the Owners Corporation. There is a requirement under Sect 226 of the OHS Regulations 2017 to identify whether asbestos is present. As the Owners Corporation is in charge of the common property an asbestos audit is required. Any buildings built before 2003 is considered to contain asbestos.

Motion Result: Motion CARRIED.

Voting: Affirmative: 15 Negative: 0 Abstained: 1

11 USE OF COMMON SEAL

11.1 Use of Common Seal

Ordinary Resolution

That the Owners Corporation authorize the destruction of the common seal as it is no longer requirement under Section 18 of the Owners Corporations Acts.

Motion Result: Motion CARRIED.

Voting: Affirmative: 15 Negative: 0 Abstained: 1

12 COMMITTEE

12.1 To Elect a Committee

Ordinary Resolution

That, pursuant to Sections 100 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: 16 Negative: 0 Abstained: 0

12.2 Election of Committee

Ordinary Resolution

In accordance with section 103 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.

The following members were elected to the committee:

GM	GARY MINIHAN Chairperson
GM	GAVIN MOORES Member
R	LYNNE ROWELL Member
S	ROSEMARY SHEPPARD Member
S	MEGAN SUSNJA Secretary
DJ	DECLAN JEFFERY Member

Motion Result: Motion CARRIED.

Voting: Affirmative: 16 Negative: 0 Abstained: 0

12.3 Committee To Elect a Chairperson

Ordinary Resolution

In accordance with Section 105 of the owners corporations act 2006 the Owners Corporation elect a Chairperson of the Owners Corporation.

The following committee member was elected as Chairperson:

Gary Minihan

Motion Result: Motion CARRIED.

Voting: Affirmative: 16 Negative: 0 Abstained: 0

12.4 Committee To Elect a Secretary

Ordinary Resolution

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

NOTE: The OC manager remains the secretary of the OC and Megan Susnja remains on as secretary to the committee.

Motion Result: Motion CARRIED.

Voting: Affirmative: 16 Negative: 0 Abstained: 0

12.5 Delegation of Powers to Committee

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: 15 Negative: 1 Abstained: 0

12.6 Committee to also serve as Grievance Committee

Ordinary Resolution

That the members of the owners corporation committee be elected as members of the grievance committee to resolve any dispute that may arise in accordance with Part 10 of the Owners Corporations Act pursuant to Schedule 2, Section 7 of the Owners Corporations Regulations 2018.

Motion Result: Motion CARRIED.

Voting: Affirmative: 16 Negative: 0 Abstained: 0

General Business

1. **Cladding Update** - OC manger requested renewed cladding audit of the building and sent through all relevant documents in July 2024 to garner Cladding Safety Victoria and MBS final assessment of the site - they did note that it was likely to be considered low risk given their initial assessment. Follow up email issued mid October 2024 - awaiting update.
2. **Exterior painting update** - 2 x quotes currently on file for the exterior painting of the building, OC manger has requested 2 x updated quotes for committee to review and approve. Scope of works will include plaster repairs and filling in any minor cracks. These works will be largely funded through the received settlement money from CHUBB from the garage door claim and through utilising funds in the 2 x investment accounts
3. **Cracks in the Wall** - For lot owners with significant cracks in walls of their private lots and courtyards, please take photos and report this to the OC manager for further discussions to rule out any structural issues.
4. **Carpet update options** - a quote was sought to upgrade the front foyer area carpet to tiles however, this option was deemed too expensive. OC manager in process of sourcing a quote for carpet stretching to last next few years until enough funds built up in the maintenance fund to cover carpet replacement
5. **Insurance claim update** - the insurance provider approved initial settlement, the OC has since added an additional 2 invoices for inclusion, we are waiting to hear back on final settlement offer expected to come back at **\$131,239.57**exc. GST
6. **Garden maintenance update** –3 x new quotes sought for routine maintenance and upkeep of the common area garden beds onsite; quotes will be sent through to committee for review once received
7. **Carparking** –Lot owners are reminded that continued parking in the visitor parking bays is not allowed, and this area is for the use of guests on a temporary basis. Presently, a guest of a tenant has left their vehicle in the visitor car parking area and removed the license plate of the vehicle, the committee is exploring avenues to have the vehicle towed and removed offsite.
8. **Security Breach** –Lot owners are reminded to be vigilant about security on-site and to ensure their mailboxes are closed properly and have suitable locks due to issues with identity theft and general theft in the area. The committee will explore the possibility of installing CCTV facing the main mailbox in the common area. However, please note that this may not necessarily prevent theft. Therefore, it is up to individual residents to proactively mitigate these risks by not having important documents sent to their letterboxes and considering investing in a PO Box.

14 NEXT MEETING

Proposal for a tentative date for the next Annual General Meeting –to held in September 2025.

Closure

There being no further business the Chairperson declared the meeting closed at 05:42 PM.



MINUTES OF SPECIAL GENERAL MEETING

Owners Corporation Plan No PS616638P

86-88 Beach Road (Nautica)
86-88 Beach Road, SANDRINGHAM VIC, VIC, 3191

These are the minutes of the Special General Meeting for Owners Corporation Plan No PS616638P held at Video Conference: <https://join.picagroup.com.au/573148155> commencing at 5:00 PM on Wednesday 10 July 2024.

Lots Represented

<u>Lot No</u>	<u>Name</u>
1	David Kendall
3	Gary Minihan
4	Elizabeth Jeffery
5	Mirko & Megan Susnja
6	Stephen Hands
7	Annemaree Wicks
8	Rosemary Sheppard
9	Martin & Jane Rodgers
11	Malcolm & Estelle Fordham
13	Michael Awad
17	Mary Louise O'Connor
23	Angelika O Byrne
24	John Rowell & Lynne Rowell
26	Jaqui Investments PL
28	Joanne Marie Worrad
30	Gavin Moores
31	Ilana Melnikov

Present by Proxy

<u>Lot</u>	<u>In Favour of:</u>
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Apologies

Lot 25	Georgia Hills
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In Attendance

Emily MacKintosh representing Ace Body Corporate Consulting.

Quorum

A quorum was declared.

Chairperson

Emily MacKintosh

Motions

1 Expenditure from the Maintenance fund Ordinary Resolution

In accordance with Sections 39 and 71 (h) of the Owners Corporation Act 2006, please see the attached financial report outlining the expenditure from the Maintenance fund.

Motion Result: Motion CARRIED.

Voting: Affirmative: 16 Negative: 1 Abstained: 0

2 Approve Maintenance Plan and Establish Maintenance Fund Ordinary Resolution

That the Owners Corporation approves the maintenance plan and authorises the establishment of a maintenance fund.

Motion Result: Motion CARRIED.

Voting: Affirmative: 16 Negative: 1 Abstained: 0

3 Budget and Fees - Maintenance Fund Ordinary Resolution

In accordance with sections 23 (2), 71 (2) (d) and 71 (2) (f) of the Owners Corporations Act 2006, the budget for the financial year commencing 1 September 2024 at the amount {\$74,902.00} (incl. GST), be adopted and that fees be charged in accordance with the lot liability schedule as per the plan of sub-division with fees charged in advance.

Note to the Budget - In order to correctly answer any financial questions please submit questions to the manager not less than 48 hours prior to the meeting.

Motion Result: Motion CARRIED.

Voting: Affirmative: 16 Negative: 1 Abstained: 0

4 Fee Instalment Periods - Maintenance Fund Ordinary Resolution

That the **Maintenance Fund** fees be paid in advance by 4 instalments for the financial year ending 31 August 2025, 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:

Maintenance Fund:

Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund	Per Lot Ent.
To be Issued	Current	01 Sep 2024	30 Nov 2024	01 Sep 2024	\$18,725.50	\$55.08
To be Issued	Current	01 Dec 2024	28 Feb 2025	01 Dec 2024	\$18,725.50	\$55.08
To be Issued	Current	01 Mar 2025	31 May 2025	01 Mar 2025	\$18,725.50	\$55.08
To be Issued	Current	01 Jun 2025	31 Aug 2025	01 Jun 2025	\$18,725.50	\$55.08
Total		01 Sep 2024	31 Aug 2025		\$74,902.00	\$220.30

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund	Per Lot Ent.
To be Issued	Next	01 Sep 2025	30 Nov 2025	01 Sep 2025	\$18,725.50	\$55.08
To be Issued	Next	01 Dec 2025	28 Feb 2026	01 Dec 2025	\$18,725.50	\$55.08
Total		01 Sep 2025	28 Feb 2026		\$37,451.00	\$110.15

Motion Result: Motion CARRIED.

Voting:

Affirmative: 16

Negative: 1

Abstained: 0

Closure

There being no further business the Chairperson declared the meeting closed at 05:16 PM.

COMMITTEE REPORT – AGM 2025/26

Dear Owners

This report is an opportunity to provide you with an update on the work of the Owners Committee during the 2024/25 year and specifically since the AGM held in November 2024.

The Nautica Owners Corporation Committee operates under the model rules which were adopted at the time of occupancy; these rules are available on the Consumer Victoria website - <https://www.consumer.vic.gov.au/housing/owners-corporations/rules/model-rules>

We have held 8 committee meetings since the AGM, and all committee members have been regular attendees at these meetings. Unit 30's owner, Gavin Moores, resigned in April 2025 as he sold his property; the vacancy was filled by Unit 17's owner, Lou O'Connor.

The meetings have covered a range of topics including

- Painting of the building exterior (which is now complete and has given the building a new fresh look)
- Garden and building maintenance which is ongoing; new gardeners were appointed some months ago and are working to a plan to improve the presentation
- Liaising with ACE and our insurer to manage the garage door damage insurance claim
- Liaising with ACE to manage the building insurance renewal; the premium for this current year is \$91k, an increase of some \$10k due to water ingress claims. The new policy includes an excess of \$25k for new water ingress claims and \$5k for most other claims
- Liaising with Bayside City Council and Cladding Safety Victoria to determine a ruling on the cladding present on our building resulting in a favourable outcome whereby the building has been assessed as low risk with no directions made for any works required
- Working with an interior design consultant to develop the proposal for interior painting and carpet replacement; this proposal will be tabled at the meeting for the owners to record their vote on its adoption.

Nominations are sought for the committee and the role of chairperson; please consider nominating to ensure we have strong owner representation in the decision-making process.

Should you have a query, please do not hesitate to contact ACE or a committee member if you have any issues or concerns.

Gary Minihan

Chairperson

OWNERS CORPORATION NO. PS616638P
86-88 Beach Road, Sandringham

Managers Report

The role of ACE as an Owners Corporation (OC) manager, also known as a strata manager, becomes important when working alongside an elected committee. Here's an overview of our role's responsibilities:

1. **Administrative Support:** The OC manager provides administrative support to the elected committee. This includes preparing agendas, taking minutes during meetings, distributing documentation, and ensuring that all records are maintained accurately.
2. **Financial Management:** They handle the financial aspects of the Owners Corporation, including preparing budgets for the approval of the committee prior to the AGM, managing accounts, collecting levies, paying invoices, and providing financial reports to the committee so they are kept informed about the financial status of the corporation.
3. **Meeting Coordination:** The OC manager organises and facilitates various meetings, including annual general meetings (AGMs) and committee meetings. They ensure that these meetings are conducted in accordance with legal requirements and that all necessary documentation is prepared and distributed in advance.
4. **Maintenance and Repairs:** Upon the approval from Committee, the OC manager coordinates maintenance and repair work for common property areas from owners, through inspections of the property or through the committee members elected. They engage contractors, obtain quotes and ensure that any issues are addressed promptly and efficiently. With approval of the committee works are carried out in accordance with instructions.
5. **Compliance and Governance:** They ensure that the Owners Corporation complies with relevant legislation, by-laws, and regulations. This includes providing guidance to the committee on legal matters and ensuring that all actions taken are in accordance with the law. The manager will assist in building compliance such as fire to ensure the building has its regular inspections in accordance with the occupancy certificate. Information is provided to the committee for a final review and approval.
6. **Insurance Management:** The OC manager arranges insurance for the common property and handles any insurance claims subject to the committees approval. ACE ensure that the property is adequately insured and that policies are renewed as needed.
7. **Communication:** Acting as a liaison between the committee and the owners/residents, the OC manager ensures effective communication. They provide updates, address concerns, and facilitate the flow of information between all parties.
8. **Dispute Resolution:** They assist in resolving disputes within the Owners Corporation. This may involve mediating conflicts, providing advice on by-laws, and working towards mutually agreeable solutions.
9. **Strategic Planning:** The OC manager helps the committee in developing long-term plans for the property. This includes planning for future maintenance, capital works, and improvements to enhance the property's value and functionality.
10. **Legal and Regulatory Advice:** While ACE cannot provide legal advice, OC managers ensure that the committee is aware of its legal obligations and may recommend consulting with legal professionals when necessary.
11. **Debt Recovery:** Subject to approval of the committee ACE are responsible for the escalation of any debt to the owners corporation ensuring that the owners corporation has adequate funds to pay for the running costs of the owners corporation as it arises.

In essence, if a committee is elected the OC manager only follows direction of the elected committee. The OC manager supports the elected committee by handling the day-to-day operations and administrative tasks, allowing the committee to focus on making strategic decisions and overseeing the overall management of the property.

Owners within an Owners Corporation (OC) have specific responsibilities to ensure the smooth operation and management of the property. Here are some of the key responsibilities of an owner in an OC:

12. **Compliance with By-Laws:** Owners must adhere to the by-laws and rules established by the Owners Corporation. These by-laws govern the behaviour and activities within the property, ensuring a harmonious living environment.
13. **Payment of Levies:** Owners are required to pay their share of levies and contributions on time. These levies fund the maintenance, repairs, insurance and management of common property and are essential for the financial health of the OC.
14. **Maintenance of Private Property:** While the Owners Corporation is responsible for common property, owners must maintain their private property (the lot) in good condition. This includes any repairs or upkeep required within their own unit.
15. **Participation in Meetings:** Owners are encouraged to participate in annual general meetings (AGMs) and other OC meetings. Active participation ensures that they are informed about important decisions and can contribute to the governance of the property.
16. **Respect for Common Property:** Owners should respect and take care of common property areas. This includes not causing damage, keeping the area clean, and following any rules regarding the use of common facilities.
17. **Communication:** Owners should communicate with the OC manager and committee members regarding any issues or concerns they may have. Effective communication helps address problems promptly and maintain a positive living environment.
18. **Voting:** Owners have the right to vote on matters presented at meetings, such as approving budgets, electing committee members, and making decisions about property maintenance and improvements. Exercising this right is important for the democratic functioning of the OC.
19. **Insurance:** While the OC typically arranges insurance for common property, owners should ensure they have appropriate insurance for their own lot and its contents. This may include home and contents insurance. It is strongly encouraged to speak with an insurance advisor.
20. **Dispute Resolution:** Owners should attempt to resolve any disputes amicably and in accordance with the OC's dispute resolution process. Engaging in constructive dialogue and mediation can help resolve conflicts without escalating them.
21. **Notification of Changes:** Owners should inform the OC of any significant changes that may affect the property, such as renovations, leasing their unit, changes to your address or contact details or changes in ownership. Proper notification ensures that the OC can manage these changes effectively.

By fulfilling these responsibilities, owners contribute to the well-being and efficient management of the Owners Corporation, ensuring a positive and cooperative living environment for all residents.

Below outlines the activities and achievements of the Manager and Owners Corporation for the year ending 31 August 2025.

Financial Notes

The annual admin fund budget has been increased by a total of \$14,945.28 to cover expected increases in:

- insurance premium expected increase at time of renewal
- Fire protection equipment servicing
- Garage door maintenance
- Waste management services

Financial Year End Position:

Balances as of 31 August 2025

- Admin fund balance: - **(\$109,759.84)**
- Maintenance fund balance: \$118,016.26
- Combined total balance: **\$8,256.42**

Key Expenditure Items from last financial year:

1. Consultants - \$1,650 (SRW Land Surveys)
2. Electrical repairs expenditure - \$4,059.91
3. Plumbing repairs expenditure - \$6,981.25
4. Exterior finishes - \$9,530.00 (Resolute Painting and Projects)
5. Insurance premiums - \$84,114.45 (BCB and Chubb)
6. Minor building maintenance - \$10,569.81
7. Security guard services - \$36,405.60 (SBS Australia – costs recovered via settlement of garage door claim)

Insurance Claims

- 10/09/2024 1942 CHUBB INSURANCE COMPANY TASK ID 7337595 - C9A5652356 Chubb Insurance - **\$5,195.00**
- 19/12/2024 1983 CHUBB INSURANCE COMPANY TASK ID 7691737 - Lodged - CP Garage Door/Dam - OC PS616638P - CID 912 - R6737 - PRO-44179 - **\$7,050.00**
- 23/12/2024 1984 CHUBB INSURANCE COMPANY TASK ID 7691737 - Lodged - CP Garage Door/Dam - OC PS616638P - CID 912 - R6737 - PRO-44179 - **\$122,089.57**
- 30/01/2025 2024 CHUBB INSURANCE COMPANY TASK ID 7410995 - *Lodged - U8 W/Dam - OC PS616638P - CID 912 - 5330151115 - **\$1,989.75**
- 13/05/2025 2062 CHUBB INSURANCE COMPANY TASK ID 7691737 - IPC - Lodged - CP Garage Door/Dam - OC PS616638P - CID 912 - R6737 - PRO-44179 - **\$2,772.00**

Essential Safety Measures

The essential safety measures at the property are being monitored by the following contractors to ensure safety/security measures are met according to the Building Regulations 2006:

- Link /Fire were seeing to ESM measures and AESMR for 2024 and the final AESMR 2025 report
- Focus will take over the AESMR moving forward
- Eclipse Fire now oversee the routine ESM servicing and inspections

Managers Professional Indemnity Details

Insurer: Dual Australia Pty Ltd

Policy Number: AU00092666-000

Date of policy commenced: 30/06/2025

Date of policy expires: 30/06/2026

Level of Cover: \$20,000,000 in accordance with section 119(5) of the Act.

The manager acknowledges the service and assistance of the elected OC committee throughout the year.

Emily Mackintosh – Senior Owners Corporation Manager.

ANNUAL FINANCIAL STATEMENTS

For the period 1 September 2024 to 31 August 2025

Prepared For

86-88 Beach Road (Nautica)

Plan No. PS616638P

86-88 Beach Road
SANDRINGHAM VIC
VIC 3191

Manager

Emily MacKintosh
Ace Body Corporate Consulting

Printed

19 September 2025

Ba nce Sheet

Administrative & Maintenance Fund

Owners Corporation for Plan No. PS616638P

As at 31st August 2025

86-88 Beach Road SANDRINGHAM VIC VIC 3191

ABN/ACN 81246205413

Assets		2025	2024
Cash		94,583.51	123,823.05
Investment Account	Note 9	27,580.71	39,843.71
Prepaid Expenses	Note 10	1,282.25	1,221.19
Accounts Receivab e	Note 11	13,793.57	3,386.00
Levies in Arrears	Note 12	138.39	44.00
GST Asset		9,371.99	9,620.04
Total Assets		\$ 146,750.42	\$ 177,937.99

Liabilities

Levies in Advance	Note 14	41,953.38	37,462.89
Ho ding Account		0.00	78,587.53
Accounts Payab e Liabi ity	Note 15	94,396.63	7,113.16
Una ocated Monies Received	Note 13	40.04	5,893.69
Accrued Expenses	Note 16	2,054.79	3,090.60
GST ba nce to disburse		49.16	111.02
Total Liabilities		\$ 138,494.00	\$ 132,258.89

Net Assets	\$ 8,256.42	\$ 45,679.10
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Equity

Administrative Fund	(109,759.84)	(150,808.82)
Maintenance Fund	118,016.26	196,487.92
Total Equity	\$ 8,256.42	\$ 45,679.10

Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. PS616638P

1 September 2024 to 31 August 2025

86-88 Beach Road SANDRINGHAM VIC VIC 3191

ABN/ACN 81246205413

Income	Actuals	Budget	Actuals
	01/09/24 31/08/25	01/09/24 31/08/25	01/09/23 31/08/24 (PRIOR YEAR)
Levies - norma	178,905.28	178,905.20	178,905.28
Levies - other	982.02	0.00	1,514.60
Mutua Revenue - pena ty interest	84.27	0.00	183.62
Mutua Revenue - reimbursement	(1,767.97)	0.00	5,688.90
Mutua Revenue - security devices	78.09	0.00	0.00
Non-Mutua Revenue - bank interest	638.09	0.00	0.00
Sundry Revenue - discharge insurance c aim	139,096.32	0.00	0.00
Taxes, Fees & Charges - GST rounding	(0.14)	0.00	(0.26)
Total Administrative Fund Income	318,015.96	178,905.20	186,292.14

Expenditure

Accountant - BAS/IAS fees	0.00	0.00	0.00
Administrative Fees & Charges - banking/internet f...	973.64	500.00	442.00
Administrative Fees & Charges - fixed disbursemen...	1,753.21	2,380.00	2,186.36
Automatic Door Maintenance	2,729.40	1,300.00	1,298.40
Bank Fees & Charges - app ication fees	0.00	0.00	60.00
Bank Fees & Charges - interest charges	0.00	6,800.00	6,775.54
Caretaking Services	8,503.64	7,350.00	7,140.00
C eaning Service - windows	0.00	0.00	1,090.92
Committee Expenses	380.61	0.00	0.00
Consu tant	1,650.00	0.00	3,711.01
Consu tant - Long Term Maintenance P an (LTMP)	0.00	0.00	3,550.00
Consu tant - other	0.00	0.00	0.00
Debt Co ection Service	0.00	750.00	816.36
E ectrica Repairs	4,059.91	0.00	0.00
E ectricity	4,936.29	4,450.00	4,431.41
Exterior Finishes - paints/finishes	9,530.00	0.00	4,300.00
Fire Protection Services	13,123.70	12,000.00	11,352.79
Fire Protection Services - comp iance certification	220.00	0.00	220.00
Fire Protection Services - monitoring	1,892.18	2,000.00	0.00
Garage Door Maintenance	1,630.00	3,000.00	7,575.00
Garden/Lawn Maintenance	0.00	0.00	0.00
Garden/Lawn Maintenance - gardening	13,384.83	9,500.00	8,900.24
Insurance C aim - excess	9,090.91	0.00	0.00
Insurance C aim - paid	5,707.68	0.00	495.00
Insurance Premiums	84,114.45	80,500.00	79,017.52
Intercom & Security System	585.00	500.00	195.00
Interior Designer	350.00	0.00	0.00
Irrigation & Drainage Systems	566.00	800.00	1,886.00
Lega Services	0.00	500.00	0.00
Lift Maintenance	8,022.29	8,000.00	7,755.68
Minor Bui ding Maintenance	10,569.81	8,000.00	2,826.99
Minor Bui ding Maintenance - Insurance C aim Work	900.00	0.00	0.00
Pest Contro Services	600.00	500.00	0.00
P umbing Maintenance	6,981.25	2,000.00	3,944.90
Pumps, Generators & Motors - service contract	790.00	1,500.00	0.00

Income and Expenditure Statement (continued)

Administrative Fund

Owners Corporation for Plan No. PS616638P

1 September 2024 to 31 August 2025

86-88 Beach Road SANDRINGHAM VIC VIC 3191

ABN/ACN 81246205413

Expenditure	Actuals	Budget	Actuals
	01/09/24 31/08/25	01/09/24 31/08/25	01/09/23 31/08/24 (PRIOR YEAR)
Reimbursement	215.39	0.00	261.56
Roof	2,718.50	0.00	0.00
Security Services	33,096.00	0.00	66,276.00
Signs	0.00	0.00	60.00
Strata Manager - Insurance Claims	1,070.66	0.00	716.97
Strata Manager - Investment Management	86.52	0.00	0.00
Strata Manager - Taxation Management	1,431.81	1,300.00	1,212.72
Strata Manager - Trades Monitor/Compliance Fee	210.00	0.00	188.93
Strata Manager - additional services	6,855.84	2,000.00	3,570.91
Strata Manager - debt recovery	965.49	0.00	713.59
Strata Manager - management fees	11,454.55	12,027.27	12,027.27
Strata Manager - work order/quotes	909.00	300.00	1,689.00
Structural - Engineer	0.00	0.00	660.00
Sundry Expenditure	850.09	0.00	393.35
Taxes, Fees & Charges - GST rounding	0.10	0.00	(0.78)
Taxes, Fees & Charges - income tax	0.00	0.00	114.60
Telephone & Internet Services	1,257.70	1,000.00	955.80
Trees & Shrubs - Tree Removal	0.00	0.00	1,000.00
Valuer - insurance valuation	0.00	0.00	575.00
Waste Management Services	19,083.00	18,000.00	16,348.00
Water	2,444.80	1,600.00	1,543.55
Windows - cleaning	1,272.73	1,500.00	0.00
Total Administrative Fund Expenditure	276,966.98	190,057.27	268,277.59
Surplus / Deficit for period	41,048.98	(11,152.07)	(81,985.45)

Summary

Opening Balance as at 1 September 2024	(150,808.82)
Total Revenue during period	318,015.96
Total Expenditure during period	(276,966.98)
Administrative Fund balance as at 31 August 2025	(\$ 109,759.84)

Income	Actuals 01/09/24 31/08/25	Budget 01/09/24 31/08/25	Actuals 01/09/23 31/08/24 (PRIOR YEAR)
Investment Transactions - interest received	1,540.70	0.00	1,512.91
Levies - norma	68,090.44	68,090.91	0.00
Mutua Revenue - pena ty interest	30.70	0.00	0.00
Total Maintenance Fund Income	69,661.84	68,090.91	1,512.91
Expenditure			
Exterior Finishes - paints/finishes	142,340.00	0.00	0.00
Garage Door Maintenance	3,075.00	0.00	0.00
Minor Bui ding Maintenance	0.00	0.00	2,400.00
Roof	2,718.50	0.00	0.00
Security Services	0.00	0.00	27,987.00
Total Maintenance Fund Expenditure	148,133.50	0.00	30,387.00
Surplus / Deficit for period	(78,471.66)	68,090.91	(28,874.09)

Summary		
Opening Ba nce as at 1 September 2024		196,487.92
Tota Revenue during period		69,661.84
Tota Expenditure during period		(148,133.50)
Maintenance Fund balance as at 31 August 2025		\$ 118,016.26

Notes To Financial Statements

Owners Corporation for Plan No. PS616638P

86-88 Beach Road SANDRINGHAM VIC VIC 3191

ABN/ACN 81246205413

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfil the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners.

(a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption.

(b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 GST Rounding

Any items shown as "GST Rounding" in the Income and Expenditure Statement represents the rounded amount not included in any amounts paid to the ATO when calculating GST transactions. This amount is net of GST.

Note 8 GST balance to collect

Any items shown as "GST balance to collect" in the Balance Sheet represents the GST portion of any invoices that are due and accrue in the next financial year. EG. Interim contributions issued in this reporting period that are for a levy period in the next financial year. The invoice (net of GST) is not an asset as the accrual period has not started. However the GST portion is considered both an asset and a liability as at the invoice date. The asset is reported as "GST balance to collect".

Note 9 Investment Account

Detail	Amount
MBL 183334 286301346 4.70% TD M29/09/2025	27580.71
	\$ 27,580.71

Note 10 Prepaid Expenses

Detail	Amount
Ace Body Corporate Consulting Management Fees & Fixed Disbursements	1282.25
	\$ 1,282.25

These notes (other than notes added by the owners corporation manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants. The accuracy of data used to generate the accounts is the responsibility of the software user.

Notes To Financial Statements

Owners Corporation for Plan No. PS616638P

86-88 Beach Road SANDRINGHAM VIC VIC 3191

ABN/ACN 81246205413

Note 11 Accounts Receivable

Detail	Amount
ATO (VIC, TAS, WA & SA) GST Received/PAYG withholding	13781.00
TELSTRA CORPORATION LIMITED Credit refund 6259619210	12.57
	\$ 13,793.57

Note 12 Levies in Arrears - also see note 2

Detail	Amount
Lot: 27 Unit: 27	138.39
	\$ 138.39

Note 13 Unallocated Monies Received - also see note 3

Detail	Amount
Lot: 9 Unit: 9	40.04
	\$ 40.04

Note 14 Levies in Advance - also see note 2

Detail	Amount
Lot: 4 Unit: 4	1997.78
Lot: 5 Unit: 5	1997.78
Lot: 8 Unit: 8	1997.78
Lot: 9 Unit: 9	1997.78
Lot: 10 Unit: 10	1997.78
Lot: 11 Unit: 11	1997.78
Lot: 13 Unit: 13	1997.78
Lot: 14 Unit: 14	1997.78
Lot: 15 Unit: 15	1997.78
Lot: 16 Unit: 16	1997.78
Lot: 19 Unit: 19	1997.78
Lot: 21 Unit: 21	1997.78
Lot: 23 Unit: 23	1997.78
Lot: 25 Unit: 25	1997.78
Lot: 26 Unit: 26	1997.78
Lot: 28 Unit: 28	1997.78
Lot: 29 Unit: 29	1997.78
Lot: 30 Unit: 30	1997.78
Lot: 31 Unit: 31	1997.78
Lot: 33 Unit: 33	1997.78
Lot: 34 Unit: 34	1997.78
	\$ 41,953.38

Note 15 Accounts Payable Liability

Detail	Amount
1st Energy Pty Ltd Electricity charges (period 18/06/2025 - 16/09/2025	741.51
Body Corporate Brokers Pty Ltd (Accounts) Insurance Premium 17/08/2025 - 17/08/2026	91902.82
Waste Wise Environmental Pty Ltd ACC 309.000 Monthly Waste Service 01/08/2025 - 31/08/2025	1752.30
	\$ 94,396.63

Note 16 Accrued Expenses

Detail	Amount
Accrued for under charged management fee	2054.79
	\$ 2,054.79

Proposed Annual Budget

Administrative Fund

Owners Corporation for Plan No. PS616638P

1 September 2025 to 31 August 2026

86-88 Beach Road SANDRINGHAM VIC VIC 3191

Expenditure	Budget
	09/25 - 08/26
Administrative Fees & Charges - banking/internet fees	500.00
Automatic Door Maintenance	3,000.00
Caretaking Services	7,500.00
Committee Expenses	400.00
Electrical Repairs	3,500.00
Electricity	4,400.00
Fire Protection Services	14,000.00
Fire Protection Services - compliance certification	231.00
Fire Protection Services - monitoring	2,000.00
Garage Door Maintenance	3,000.00
Garden/Lawn Maintenance - gardening	14,000.00
Insurance Premiums	92,000.00
Intercom & Security System	600.00
Interior Designer	500.00
Irrigation & Drainage Systems	800.00
Lift Maintenance	8,400.00
Minor Building Maintenance	8,000.00
Pest Control Services	600.00
Plumbing Maintenance	3,000.00
Pumps, Generators & Motors - service contract	1,500.00
Strata Manager - Investment Management	100.00
Strata Manager - Taxation Management	1,500.00
Strata Manager - Trades Monitor/Compliance Fee	210.00
Strata Manager - additional services	2,500.00
Strata Manager - debt recovery	800.00
Strata Manager - management fees	12,650.00
Strata Manager - work order/quotes	600.00
Telephone & Internet Services	1,250.00
Waste Management Services	20,000.00
Water	2,500.00
Windows - cleaning	1,700.00
Total Administrative Fund Expenditure	211,741.00
Additional Revenue	Budget
	09/25 - 08/26
Mutual Revenue - security devices	81.99
Non-Mutual Revenue - bank interest	669.99
Sundry Revenue - discharge insurance claim	146,051.14
Total Administrative Fund Additional Revenue	146,803.12

Administrative Fund Summary		Budget 09/25 - 08/26
Opening balance (Deficit)	109,759.84	
Expenditure during budget period	211,741.00	
	321,500.84	
Less Additional revenue during budget period	146,803.12	
Plus Planned surplus at end of budget period	17,794.10	
Plus Allowance for GST on levies	19,249.18	Per Ent
Budgeted levies to be raised \$	211,741.00	622.7676
Total Lot Liability		340
*May include insurance contributions		

Expenditure		Budget 09/25 - 08/26
Exterior Finishes - paints/finishes		149,457.00
Garage Door Maintenance		3,228.75
Roof		2,854.42
Total Maintenance Fund Expenditure		155,540.17
Additional Revenue		Budget 09/25 - 08/26
Investment Transactions - interest received		1,617.74
Total Maintenance Fund Additional Revenue		1,617.74
Maintenance Fund Summary		Budget 09/25 - 08/26
Opening balance (Surplus)	118,016.26	
Expenditure during budget period	155,540.17	
	37,523.91	
Less Additional revenue during budget period	1,617.74	
Plus Planned surplus at end of budget period	32,184.74	
Plus Allowance for GST on levies	6,809.09	Per Ent
Budgeted levies to be raised \$	74,900.00	220.2941
Total Lot Liability		340

Maintenance Plan Forecast (15 Years)

REPORT No: MP 33729
INSPECTION DATE: 07/03/2024
INSPECTED by: LLA & KOS



PROPERTY DETAILS

Property Description: Low-Rise Residential Apartment Development with Secure Basement

Contact/Representative: Matthew Dodd - Ace Body Corporate Consulting

Address: Nautica, 86-88 Beach Road, Sandringham, VIC, 3191

OC No: 616638

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1. REPORT PURPOSE

The purpose of this Maintenance Plan forecast is to provide the Owners Corporation with an estimated budget for the repair and replacement of maintainable items within the common property (including major capital items), in order to maintain the common property in a good state of repair.

The forecast has been developed in accordance with Part 3 - Division 3 Owners Corporations Act 2006.

1.1. SCOPE

The Maintenance Plan budget is developed in order to maintain a property in a good state of repair and in an attempt to eliminate the need to accrue special levies for foreseeable future maintenance works. The Maintenance Plan has been developed to have a progressive growth to allow for replacement & maintenance repairs to any items listed within the plan over the next fifteen years.

The Maintenance Plan has been developed independently from the Owners Corporation's administration fund and does not allow for management fees and regular/recurring fees such as caretaking, service agreements, waste removal etc.

Our Maintenance Plan will provide a list of major capital items that require anticipated repairs and replacement over the next fifteen years, including current estimated repair costs and allowance for inflation on future works.

The report includes:

- A 15 Year Maintenance Plan compliant to Part 3 - Division 3 Owners Corporations Act 2006;
- A current condition report of items listed, including a forecast of life expectancy;
- A budget table listing the recommended anticipated accrual of levies against the anticipated expenses for the next fifteen years;
- A first year lot liability breakdown for the accrual of levies, as per the registered Plan of Subdivision;

2. OWNERS CORPORATION STATUS REPORT

2.1. INSTRUCTIONS

We are instructed by Matthew Dodd from Ace Body Corporate Consulting to compile a 15 Year Maintenance Plan of the building premises on behalf of the Owners Corporation. The Maintenance Plan Budget is carried out compliant to the Owner's Corporation Comprehensive Act 2006. This inspection has been completed by Mabi Services.

2.2. THE PREMISES

2.2.1. BUILDING CLASSIFICATION

- Building Class: 2, 7a
- Building Use Details: Residential

2.2.2. SITE INSPECTION REPORT

- The development consists of a low-rise residential building containing thirty-four apartments over four levels with a secure basement carpark.
- Common property typically consists of façade, ground floor lobby, fire isolated stairwells, open stairwells, passageways, passenger lift, rear courtyard, basement, plant and equipment rooms and roof.
- The development consists of 1 Own e Corporation.
- The development is approximately 15 years old.

2.3. INSPECTION

The property inspection was carried out on 07/03/2024 .

Access was made available to all relevant areas of the building and common property except where noted.

3. EXPLANATION / DEFINITIONS

3.1. Maintenance Plan Details

The *Maintenance Plan Details* provide a detailed assessment of the particular requirements and status of the Owners Corporation including but not limited to the strata number, address, number of liabilities, assumed inflations/tax/interest rates etc. If any details on this table are incorrect please contact our office and an amendment can be made.

Key items in this section are as follows:

- Commencement date of the plan
- Existing/current funds available
- GST status

3.2. Annual Maintenance Plan Budget & Summary

The *Annual Maintenance Plan Budget & Summary* provides a fifteen year break down of the anticipated expenses, yearly contributions and year-ending balances taking into account interest received on funds, minus taxation on interest.

Interest has been calculated on an average rate as detailed within the report. Actual interest is dependent on how funds are utilised by the Owners Corporation.

The tax rate applied has been calculated at the present Tax office ruling rate.

Adjustments can be made if required.

It is important to note that although the Maintenance Plan attempts to forecast yearly expenditure based on normal wear and tear it is likely that not all items within the plan will require repairs or maintenance as forecasted. Any monies accrued in the Maintenance Plan account may be used on any item listed within this maintenance plan and exact values on estimates may not be adhered to.

It is very important that if estimated expenditure is not undertaken, that the yearly contributions are still made as it is likely that any expenditure not undertaken in earlier years will eventually be required at a later date and the Owners Corporation may be left with a shortfall on accrued funds.

3.3. Unit/Lot Contributions

The *Unit/Lot Contributions Summary* is a basic summary that is to provide a quick glance approximation of the average contributions per Unit/Lot for the first year of the budget. Further analysis is found on the Liability Schedule.

3.4. Maintenance Plan Calculations

The *Maintenance Plan Calculations* page is a comprehensive account of all maintainable items assessed to form part of the common property, including major capital items as required by the Owners Corporations Act.

Area measurements and quantities have been calculated from the documents provided and information gathered during the site inspection. The approximate values are deemed sufficient to develop a practical cost assessment. Replacement rates have been calculated on current industry costs. We have relied on Rawlinson's Construction Handbook, industry professional cost assessments.

Inspection of the building was carried out on all accessible areas. Some assumptions may have been made for inaccessible areas, and it is deemed that these assumptions are negligible to the total forecast costs relating to this plan.

Key items in this section are as follows:

- Total Cost: The anticipated value for replacement or repairs at today's rates
- Allowance: Allowance for "Replacement" means a "Forecast Analysis" and usually represents item. Allowance for "Maintenance" means a percentage provide for maintenance or repairs of that item represents items that will not require replacement over the long term but will require ongoing repairs to maintain them in a good state of repair.
- Year Due: Estimated year that replacement/maintenance repairs will be required on the item.
- Condition: Basic condition assessment is assessed
- Expected Life: Estimated total life of an item after it has been replaced/repared assuming normal wear and tear.

Costs and estimates that have been provided have been calculated to provide sufficient funds for the estimated future repairs and replacement works required in keeping the common property in a good state of repair.

3.5. Maintenance Plan –Forecast Analysis

The *Maintenance Plan Forecast Analysis* shows the detailed calculations based on the year an item is estimated to undertake repairs or replacement, including inflation to the costs over the time period predicted. Subsequently the total life of a repaired/replaced item may still fall into this fifteen year budget and an inflated future value has been calculated for these items.

This section also calculates the estimated yearly expenditure which forms the basis calculations for the estimated yearly contribution of funds as per the *Annual Maintenance Plan Budget & Summary Table*. This plan also includes a contingency amount which has been derived from a percentage estimate for foreseeable maintenance expenses over the next twenty-five years in order to make appropriate allowances for funds to be available for the years following this fifteen year forecast. This nominal percentage has been included to reduce the likelihood of unexpected levies required in years after this budget.

Items that first occur outside the initial fifteen years have had proportionate values included within the first fifteen year budget to allow the build-up of contributions for when these items require expenditure. These items are listed and usually represent major plant and equipment.

Items listed in “maintenance” under the “allowance” section page have had a percentage factor nominated to provide for basic repairs and maintenance as opposed to full replacement.

3.6. First Year - Annual Liability Schedule

The *First Year Annual Liability Schedule* provide the Owners Corporation & Owners Corporation Manager a detailed breakdown of the first year's annual budget contributions divided up over the registered liabilities for each Lot.

4.1 Budget Summary – Owners Corporation No 1

Maintenance Plan Details	
Assessment Date	07/Mar/24
Strata Number	616638
Common Property No.	Owners Corporation No 1
Property Address	Nautica, 86 88 Beach Road, Sandringham, VIC, 3191
Commencement Date	Sep/24
Manager Details	Ace Body Corporate Consulting
Manager Address	P.O. Box 5583 Mordialloc VIC 3195
Assumed Inflation Rate (%)	3.5%
Assumed Tax Rate (%)	30%
Annual Budget Inflation (%)	5.0%
Assumed Interest Rate (%)	0.0%
GST Amount (%)	10%
GST Status (Registered)	Yes
Starting Balance (\$)	\$160,989.00
No Units	34
No Lots	34
No Liabilities	340

Notes	
Maintenance & overhauls of plant & equipment inc lift overhaul	year 10
Maintenance of major essential safety measures, detection & sprinklers	
External façade maintenance & painting	year 2 (as quoted)
Maintenance of ground floor lobbies, cour yard and carpark	

Annual Maintenance Plan Budget & Summary				
Year Ending	Yearly Contribution Including GST	Estimated Expenditure Inc GST	Balance (Int. & Tax & Balance)	
1	Aug/25	84,259	14,949	223,999
2	Aug/26	88,500	280,718	49,255
3	Aug/27	92,925	93,336	48,881
4	Aug/28	97,571	88,902	56,762
5	Aug/29	102,450	48,645	105,676
6	Aug/30	107,572	51,365	156,773
7	Aug/31	112,951	21,314	240,079
8	Aug/32	118,598	144,675	216,372
9	Aug/33	124,528	1,844	327,903
10	Aug/34	130,755	329,339	147,372
11	Aug/35	137,292	8,905	264,088
12	Aug/36	144,157	395,980	35,157
13	Aug/37	151,365	13,569	160,427
14	Aug/38	158,933	23,023	283,981
15	Aug/39	166,880	102,711	342,316
		1,818,735	1,619,275	

Unit/Lot Contributions Summary (Refer Liabilities Table)	
Number Units:	34
Number Lots:	34
Liability Rate (First Year):	247.82
First Year Contributions/Budget:	84,259
Average Cost Per Unit:	2,478

GST Inclusive

Detailed Maintenance Plan Calculations & Forecast Analysis																										
		Qty	Unit	Rate	Total	Allowance	Condition	Year Due	Expected Life	1 Aug/25	2 Aug/26	3 Aug/27	4 Aug/28	5 Aug/29	6 Aug/30	7 Aug/31	8 Aug/32	9 Aug/33	10 Aug/34	11 Aug/35	12 Aug/36	13 Aug/37	14 Aug/38	15 Aug/39	Total (15Y)	
REF#																										
Owners Corporation No 1																										
Vertical Transport																										
1																										
2	Passenger Lifts (Major Overhauls)	1.00	No	\$ 120,000.00	\$ 120,000.00	Replacement	Good	10	25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 169,271.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 169,271.85	
3	Passenger Lifts (Car Refurbishments)	1.00	No	\$ 20,000.00	\$ 20,000.00	Replacement	Good	10	25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,211.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,211.98	
4		-		\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Hydraulics / Water Harvest / Pump Stations																										
5	Sump Pump	1.00	Unit	\$ 2,500.00	\$ 2,500.00	Replacement	N/A	7	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,180.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,046.74	\$ 7,227.43	
7	Stormwater Pump Station	1.00	Unit	\$ 3,000.00	\$ 3,000.00	Replacement	N/A	7	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,816.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,856.08	\$ 8,672.92	
8		-		\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Mechanical Ventilation																										
10	Carpark Exhaust Fan	1.00	No	\$ 3,500.00	\$ 3,500.00	Replacement	Good	5	20	\$ -	\$ -	\$ -	\$ -	\$ 4,156.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,156.90	
11	Carpark Supply Air Fan	1.00	No	\$ 3,500.00	\$ 3,500.00	Replacement	Good	5	20	\$ -	\$ -	\$ -	\$ -	\$ 4,156.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,156.90	
12	Switchboards (HVAC Sub Boards)	1.00	No	\$ 5,000.00	\$ 5,000.00	Replacement	Good	15	30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13	Sundry Ductwork & Dampers / Misc.	1.00	Unit	\$ 2,500.00	\$ 2,500.00	Replacement	N/A	10	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,376.74	\$ 8,376.74	
14	CO Monitoring	1.00	No	\$ 4,000.00	\$ 4,000.00	Replacement	Good	5	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,526.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,526.50	
15		-		\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ 4,750.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,701.40	\$ 11,452.14	
16		-		\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Mains Infrastructure																										
17	Water Mains & Riser Infrastructure	1.00	Unit	\$ 40,000.00	\$ 40,000.00	Maintenance	N/A	35	50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Contribution	
18	Electrical Mains & Riser Infrastructure	1.00	Unit	\$ 40,000.00	\$ 40,000.00	Maintenance	N/A	35	50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Contribution	
19	Communications & Riser Infrastructure	1.00	Unit	\$ 35,000.00	\$ 35,000.00	Maintenance	N/A	35	50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Contribution	
20	Sewer Infrastructure	1.00	Unit	\$ 35,000.00	\$ 35,000.00	Maintenance	N/A	35	50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Contribution	
21	Stormwater Infrastructure	1.00	Unit	\$ 30,000.00	\$ 30,000.00	Maintenance	N/A	35	50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Contribution	
22	Main Switchboard	1.00	No	\$ 10,000.00	\$ 10,000.00	Replacement	Good	20	35	\$ -	\$ -	\$ -	\$ -													

4.2 Maintenance Plan Calculations Forecast Analysis

Detailed Maintenance Plan Calculations & Forecast Analysis									1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
									Aug/25	Aug/26	Aug/27	Aug/28	Aug/29	Aug/30	Aug/31	Aug/32	Aug/33	Aug/34	Aug/35	Aug/36	Aug/37	Aug/38	Aug/39	Total (15Y)
REF#																								
98	Carpark																							
99	Line Markings (rate incl numbering)	343.00	Lm	\$ 5.00	\$ 1,715.00	Replacement	Good	3	8	\$ -	\$ -	\$ 1,901.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,503.85	\$ -	\$ -	\$ -	\$ -	\$ 4,405.30
100	Vehicle Entry Garage Gate Motors & Control	1.00	No	\$ 3,000.00	\$ 3,000.00	Replacement	Good	10	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,231.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,231.80
101	Vehicle Entry Garage Gate *Replace Gates	1.00	No	\$ 10,000.00	\$ 10,000.00	Replacement	Good	15	30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,753.49	\$ 16,753.49
102	Plant Room Fire Doors (Repairs & Painting)	3.00	No	\$ 200.00	\$ 600.00	Replacement	Good	5	10	\$ -	\$ -	\$ -	\$ 712.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,005.21	\$ 1,717.82
103	Painting Walls	259.20	M2	\$ 20.00	\$ 5,184.00	Replacement	Good	5	10	\$ -	\$ -	\$ -	\$ 6,156.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,685.01	\$ 14,841.97
104	General Maintenance (Common Property Elements Only.)	1.00	No	\$ 500.00	\$ 500.00	Maintenance	Good	5	5	\$ -	\$ -	\$ -	\$ 593.84	\$ -	\$ -	\$ -	\$ -	\$ 705.30	\$ -	\$ -	\$ -	\$ -	\$ 837.67	\$ 2,136.82
105	Signage	-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106	Bollards / Mechanical Protection	-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
107	Vehicle Mirrors	-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
108	Storage Cages	-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
109	Bicycle Racks	-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
110		-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
111	NB: Replacement of veh i e gate (damage March 2024) excluded from budget	-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
112		-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
113	Grounds																							
114	Concrete Driveway (Ad Hoc)	1.00	M2	\$ 140.00	\$ 140.00	Replacement	Good	10	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19.75
115	Grounds Painting (Walls & Planters) *Included in External Painting Scope	1.00	No		\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
116	Planters / Landscaping	1.00	M2	\$ 120.00	\$ 120.00	Maintenance	Good	5	5	\$ -	\$ -	\$ -	\$ 142.52	\$ -	\$ -	\$ -	\$ -	\$ 169.27	\$ -	\$ -	\$ -	\$ -	\$ 201.04	\$ 512.84
117	Fencing 50% Allowance	160.00	LM	\$ 40.00	\$ 6,400.00	Replacement	Good	5	20	\$ -	\$ -	\$ -	\$ 7,601.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,601.19
118	Retaining Wall *Localised Repair / Reinstatement	1.00	No	\$ 5,000.00	\$ 5,000.00	Replacement	Poor	1	50	\$ 5,175.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,175.00
119	Retaining Wall	35.00	LM	\$ 500.00	\$ 17,500.00	Replacement	Good	35	50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Contribution
120	Booster Cabinet	1.00	No	\$ 400.00	\$ 400.00	Maintenance	Good	5	10	\$ -	\$ -	\$ -	\$ 237.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335.07	\$ 572.61
121	Gates & Entries	1.00	No	\$ 100.00	\$ 100.00	Replacement	Good	6	7	\$ -	\$ -	\$ -	\$ -	\$ 122.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 156.40	\$ -	\$ -	\$ 279.32
122	Repair and Maintain Decking	1.00	No	\$ 200.00	\$ 200.00	Replacement	Good	6	7	\$ -	\$ -	\$ -	\$ -	\$ 245.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 312.79	\$ -	\$ -	\$ 558.64
123	Mailbox Bank	1.00	No	\$ 4,500.00	\$ 4,500.00	Maintenance	Good	6	7	\$ -	\$ -	\$ -	\$ -	\$ 4,741.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,032.40	\$ -	\$ -	\$ 10,773.82
124	General Maintenance (Common Property Elements Only.)	1.00	LM	\$ 500.00	\$ 500.00	Replacement	Good	5	10	\$ -	\$ -	\$ -	\$ 593.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 837.67	\$ -	\$ 1,431.52
125		-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
126	NB: Leak from private lot courtyard to car space below (excluded) from budget	-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
127		-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
128	Investigations & Contingencies																							
129	Structural Evaluation	1.00	No	\$ 5,000.00	\$ 5,000.00	Replacement	N/A	6	10	\$ -	\$ -	\$ -	\$ -	\$ 6,146.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,146.28
130	Remedial Structural Contingencies	1.00	No	\$ 25,000.00	\$ 25,000.00	Replacement	N/A	6	10	\$ -	\$ -	\$ -	\$ -	\$ 30,731.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,731.38
Owners Corporation No. 1									\$ 13,589.55	\$ 255,197.93	\$ 84,850.97	\$ 80,820.04	\$ 44,222.31	\$ 46,695.90	\$ 19,376.81	\$ 131,522.89	\$ 1,676.36	\$ 299,399.18	\$ 8,095.53	\$ 359,981.89	\$ 12,335.14	\$ 20,929.72	\$ 93,373.89	\$ 1,472,068.13

GST Exclusive

Report No: MP 33729

Inspection Date: 07/03/2024

4.3 First Year Contributions / Liability Schedule

First Year Combined Annual Liability Schedule	
Strata Number	616638
Property Address	Nautica, 86 88 Beach Road, Sandringham, VIC, 3191
Commencement Date	01 September 2024
Manager Details	Ace Body Corporate Consulting
Annual Budget	\$84,259
Period	1st September 2024 31 August 2025

Lot No	Owners Corporation No. 1	
	No Liabilities	Contribution P.A
Lot 1	10	\$2,478
Lot 2	10	\$2,478
Lot 3	10	\$2,478
Lot 4	10	\$2,478
Lot 5	10	\$2,478
Lot 6	10	\$2,478
Lot 7	10	\$2,478
Lot 8	10	\$2,478
Lot 9	10	\$2,478
Lot 10	10	\$2,478
Lot 11	10	\$2,478
Lot 12	10	\$2,478
Lot 13	10	\$2,478
Lot 14	10	\$2,478
Lot 15	10	\$2,478
Lot 16	10	\$2,478
Lot 17	10	\$2,478
Lot 18	10	\$2,478
Lot 19	10	\$2,478
Lot 20	10	\$2,478
Lot 21	10	\$2,478
Lot 22	10	\$2,478
Lot 23	10	\$2,478
Lot 24	10	\$2,478
Lot 25	10	\$2,478
Lot 26	10	\$2,478
Lot 27	10	\$2,478
Lot 28	10	\$2,478
Lot 29	10	\$2,478
Lot 30	10	\$2,478
Lot 31	10	\$2,478
Lot 32	10	\$2,478
Lot 33	10	\$2,478
Lot 34	10	\$2,478

Annual Budget	\$84,259
Total Lot Liabilities	340
Rate per Lot Liability	\$247.82

5. PHOTOGRAPHS



Façade



Façade



Façade



Façade



Basement Entry Ramp



Rear Courtyard



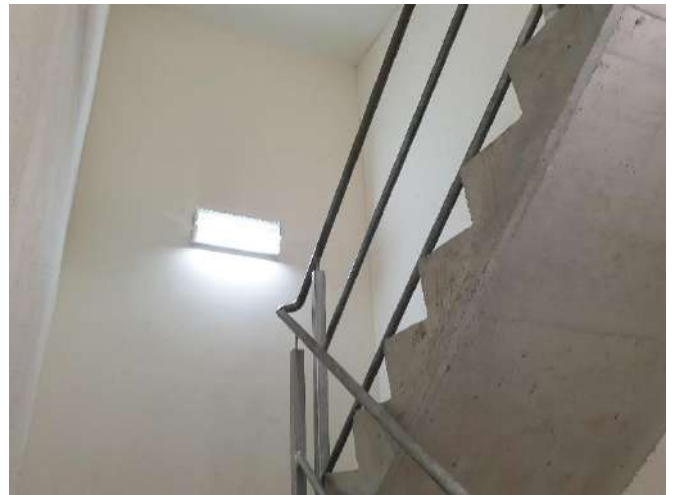
Lobby



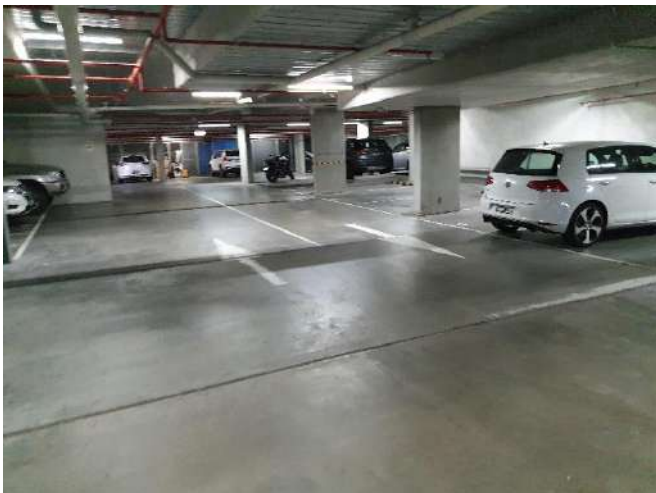
External Entry



Residential Hallway



Fire Stairwell



Basement Carpark



Refuse Room

6. DISCLAIMER

This assessment is made in accordance with our standard policies, terms and conditions. It is strictly confidential to the owners and is for the use of the parties to whom the report is addressed.

No allowance has been made for pre-existing defects or proposed renovations or major works. Any non-compliant structures or faulty workmanship, costs for builder's disputes or defects that do not meet the Building Code of Australia have not been allowed for within this budget.

Costs and estimates that have been provided have been calculated to provide sufficient funds for the estimated future repairs and replacement works required in keeping the common property in a good state of repair. All due care and diligence has been taken by Mabi Group Pty Ltd and as such we do not accept responsibility or liability for any shortfalls that may arise throughout the course of the budget.

7. RECOMMENDATIONS & SUMMARY

It is recommended that this Maintenance Plan is reviewed and updated regularly to take into account actual expenditure, future inflation rates and the general condition of the property. At the very least it is advised that the plan is reviewed within five years to ensure that the collections of levies is appropriate for the maintenance forecast to be undertaken.

The general state of repair of the property is in a good condition with no major defects noted. The plan has been calculated based on keeping the property in a good state of repair.

7.1. Main Items for Reference:

Any monies levied within the plan may be used on any item listed within the plan at the Owners Corporation's discretion. It is recommended that if major expenses are carried out earlier than forecast that the budget be reviewed.

Vertical Transport

- Passenger Lifts (Major Overhauls) - Estimated through years 10+
- Passenger Lifts (Car Refurbishments) - Estimated through year 10

Mechanical Ventilation

- Allowance for ongoing overhauls and replacement of mechanical ventilation components ad hoc.
- Replace exhaust & supply fans as required.
- Provisions for ongoing maintenance and replacement of dampers as required.

Security & Access

- Upgrade CCTV - Year 7 (10-year cycle thereafter)
- Access Security System - Year 4 (18-year cycle thereafter)
- Intercom System - Year 4 (18-year cycle thereafter)

Mains Infrastructure

- Allowances for mains infrastructure (water, electrical, comms, sewer, stormwater) as required (estimated long term costs)

Major Essential Safety Measures

- Sprinkler System Overhaul - Due year 10
- Replace Fire Detection - Estimated year 4
- Detectors (Replacement) - 10-year cycle
- Emergency Lighting - Annual allowance for ongoing replacements
- Fire Extinguisher (L4 Testing) - 5 yearly cycle costs
- Fire Hydrant Point - 5 yearly cycle costs

External Façade

- Façade Painting - Year 2 (10-year cycle thereafter) *review with painting manufacturer after first cycle
- Maintenance of façade, windows, balustrades - In line with external painting noting timber reveals are in poor condition.

NB: Quotation from 2021 on file has been inflated for the budget estimate.

Roof

- Long term allowances for replacement of metal deck roofing and tile refurbishments – Estimated year 35+

Residential Lobby & Hallway

- Painting - Ceilings - Year 3 (14-year cycle)
- Painting - Walls - Year 3 (7-year cycle)
- Carpet - Year 3 (14-year cycle)
- Unit Entry Doors (Repairs & Painting) - Year 3 (7-year cycle)

Courtyard

- Refurbish timber decking and seating - 3 yearly.
- Provisions for planter box, membrane and decking refurbishment made for year 8 (Excluding private lot areas that will require works in conjunction). It is suggested that post the external façade works and internal painting and carpet replacement the Owners Corporation consider having a scope developed for the courtyard. The budget to be revised at that point.

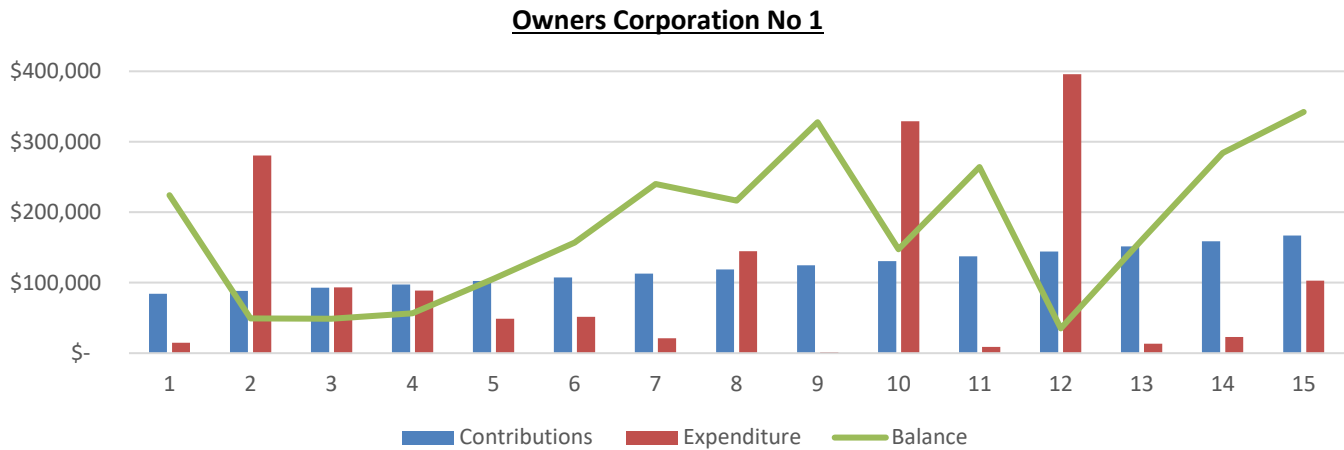
Basement Carpark

- Line Markings (rate incl numbering) - Year 3
- Maintain basement as required ad hoc.

7.2. Exclusions

- Cladding replacement (Levy or cladding fund)
- Leak from private courtyard/planter to car space below (private lot issue as reported).
- Replacement of damaged vehicle gate (assumed under insurance or private lot).

7.3. Cashflow Graphs



Starting Balance:	\$160,989
Budget (Year 1):	\$84,259
Budget Increase (p.a):	5.0%
Avg. Cost Per Lot:	\$2,478

Figures are GST Inclusive

NB: Establishment of maintenance plan to undertake initial works in year 2 & 3. Post works a budget review is recommended.

7.4. Action Checklist

Discuss with the lot owners the current levies compared to proposed budgets.

Discuss with the lot owners if they have a preferred timeframe for carrying out certain works. Adjustments (where practical) can be made to suit their goals.

Aspects of the budget have been delayed to enable a logical order of works and sufficient funds to be accumulated. Should works be required at an earlier time adjust the budget accordingly.

Budget commences financial year 1/9/2024. Recommend the Owners Corporation to adopt (back date) or partially adopt to commence funding for external works prior to September 2024.

It is recognised that there is combustible cladding installed on parts of the building. No provisions have been made for the removal of the combustible cladding. Should it become necessary to include these items in the maintenance plan, attain advice, scopes and tenders then adjust the budget accordingly.

If a review of these budgets is required, develop a list of queries or proposed timeframe changes and nominate the Owners Corporation Manager or appointed Lot Owner to attend a meeting with Mabi Services to discuss the specific requirements of the development and proposed changes.

8. REVIEW

This Maintenance Plan service fee includes a post-report review, site meeting (Normal Working Hours) and amendments if changes are required by the Owners Corporation. It is expected that a review of this initial plan will be undertaken by the Owners Corporation and Manager. If amendments are required it is recommended that the Owners Corporation nominate a committee member or the manager to liaise with Mabi Services in order to facilitate the changes.

NB: Review must be requested within forty five days of receipt of original submission and the initial invoice amount must be paid in full. Additional fees may apply outside this initial period unless otherwise agreed upon.

Please ensure that you have read and understand all the information and definitions supplied in the notes. If you require further clarifications please do not hesitate to contact our office.

Regards



Kingsley Osmond
Director
Mabi Services



Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 14 August 2025

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	OC 616638	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	02GS037126	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 17 August 2025, Local Standard Time
	To:	4.00pm on 17 August 2026, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	86-88 Beach Road, Sandringham VIC 3191	

Limits of Liability

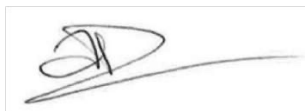
Section 1: Property Damage Insurance	Buildings and Common Property	AUD 29,509,500
	Common Contents	AUD 42,000
	Catastrophe	AUD 8,865,450
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 4,426,425	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 42,843,375	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 30,000,000 in respect of any one Occurrence
	Property Damage	AUD 30,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	Not Insured	
Section 7: Management Committee Liability Insurance	AUD 5,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 14 August 2025 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

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

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:

A handwritten signature in black ink, appearing to be 'Ana De Corrado', with a long horizontal flourish extending to the right.

Ana De Corrado
Strata Underwriter

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

OWNERS CORPORATION PS 616638P

VALUATION REPORT

Valuation of Buildings and Site Improvements

‘ N a u t 86e8a Beach Road, Sandringham

Under instruction from Ace Consulting

Reinstatement with New Value for Insurance Purposes

As at 29th February 2024

Date of Issue: 15th March 2024

Reference: PPE23-225 Owners Corporation Report (Ace)

PP&E Valuations Pty Limited

ABN 46 137 559 043

Suite 4, Level 5, 443 Little Collins Street
Melbourne VIC 3000

T: +61 3 9642 4791 F: +61 3 9017 8934

E-mail: info@ppevaluations.com.au

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Preface

Purpose of Valuation

In accordance with instructions received from Joanna Norman, Insurance Consultant of Pica Group on behalf of Owners Corporation PS 616638P, we have valued the buildings and site improvements at the location shown below on the basis of Reinstatement with New Value for insurance purposes.

Location

We have valued the property located at **Unit 86-88 Beach Road, Sandringham.**

Date of Valuation

The date of valuation is **29th February 2024.**

Due to possible changes in market forces and circumstances in relation to the subject assets this report can only be regarded as representing our opinion of the value of the assets as at the date of valuation.

Market / Valuation Uncertainty

The market that the asset/s is valued in is being impacted by uncertainty caused by issues such as COVID-19, the Ukraine conflict, and ongoing middle eastern issues which are creating significant impacts particularly in areas such as product and labour shortfalls, supply chain difficulties, and unpredictable inflationary pressures. Market conditions are constantly changing, sometimes on a daily basis at present. As at the date of valuation we consider that there is market uncertainty resulting in significant valuation uncertainty.

This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation).

We do not accept responsibility or liability for any losses arising from such subsequent changes in value. Given the valuation uncertainty noted, we recommend that the user(s) of this report review this valuation periodically.

Date of Inspection

Our physical inspection of the property was conducted on 29th February 2024.

Methodology

Our valuation methodology is based upon the advisory ISR insurance policy wording issued by the Insurance Council of Australia, the Australian Property Institute and Property Institute of New Zealand Guidance Paper ANZVGP 104 - Valuations for Insurance Purposes.

These guidelines require the reporting of a number of values for each location. We have provided the following values:

- Reinstatement with New Value
- Extra Cost of Reinstatement (where applicable)

- Allowance for Cost Escalations during the policy year, lead time and rebuilding periods
- Demolition and Removal of Debris
- Limit of Liability.

Reinstatement with New Value

Reinstatement with New Value is determined as at the date of the valuation to allow for the replacement of the buildings and site improvements with similar property in currently available building materials to a standard equal to, but not better or more extensive, than their condition when new.

Within the Reinstatement with new Value assessment an allowance has been made for professional costs such as architect, surveyor and consulting engineer fees.

If the valuation date differs materially from the policy commencement date an adjustment to the value may be necessary.

Extra Cost of Reinstatement

Extra Cost of Reinstatement has been included, where appropriate, within our Reinstatement with New Value. Extra Cost of Reinstatement is an allowance for the potential cost of complying with the requirements of building regulations in place at the time the loss occurs as it may not be possible to reinstate an existing structure following a loss because it no longer complies with current building and fire regulations, and other statutory encumbrances.

Our estimate is intended to provide an adequate cushion against the potential costs of complying with any Act of Parliament or Regulation made thereunder or any By-Law or Regulation of any Municipal or other Statutory Authority. It does not take into account any planning or zoning requirements. It is not possible to forecast precisely the Extra Cost of Reinstatement as building regulations are subject to different interpretation and enforcement by relevant authorities.

Allowance for Cost Escalation

The amount for which property is insured needs to be adequate to pay the cost of reinstatement at the actual time that physical reinstatement occurs. A loss may occur on the last day of the policy year and any loss will result in a lead time and rebuilding period.

We have therefore made allowances for the following:

- The policy year –the underlying assumption is that a loss could occur on the last day of the insured period
- Lead time –the period immediately following the loss which includes demolition and removal of debris of the damaged property, an allowance for design, engineering and other professional services prior to building commencement, and obtaining rebuilding approvals. We assume that there will be no abnormal delays in the process.
- Rebuilding period – the rebuilding period is the time taken to physically rebuild the damaged/destroyed asset. It is based on typical construction times to construct a similar building, assuming no unforeseeable delays such as industrial disputes, poor weather, etc.

In applying the escalation factor for the rebuilding period, we have utilised an S-Curve Factor to reflect that expenditure occurs over the full rebuilding period and not all at one static point in time.

Demolition and Removal of Debris

Demolition and Removal of Debris is the estimated cost of removal, storage and disposal of building debris and the demolition, dismantling, shoring up, propping and underpinning consequent upon damage to the property. It does not include the removal of contents' debris nor does it include any allowances for the possible removal of hazardous materials if present and any remediation costs if such contaminants are present. In this latter respect, please refer to the Qualifications section of this report.

Total

The Total is the Limit of Liability which represents the maximum liability for an insurer for any one loss or series of losses arising out of one event at an insured situation. It includes the total cost of reinstatement from the date of the policy statement after a loss. It is in effect a worst case scenario and assumes the possibility that a loss could occur on the last day of the insured period. The Limit of Liability includes the Reinstatement with New Value, the allowance for cost escalation during the policy year, lead time and rebuilding period, plus the cost of demolition and removal of debris.

Cost of Alternative Accommodation or Loss of Rent Receivable

This is the estimate of the reasonable additional cost of emergency accommodation (or loss of rent receivable where the registered proprietor is not the occupant) where as a direct result of destruction of or damage to the buildings, a unit or more than one such unit becomes unfit for habitation. The insurance liability under this additional benefit shall be limited to the time reasonably necessary to render the buildings fit for habitation.

Our estimate is net of outgoings and is based on investigations of the rental market. It is an estimate of a reasonable market rental for similar accommodation. We have not had access to any existing lease documentation and have therefore not referred to any currently achieved rentals. We reserve the right to review this estimate should such documentation be provided to us.

This estimate is based upon normal lease periods, with a minimum assumed lease period of six months. No consideration is taken of short term lettings, such as holiday accommodation. Should short term tenancies need to be taken into account our valuation will need to be reassessed and adjusted where necessary.

Special Factors

Our valuations include those items which form part of the building service installations, such as heating, air conditioning, mechanical ventilation, lifts, sprinklers, lighting, power to mains and landlord's fixtures and fittings.

Our valuations exclude the following:

- All items of plant, machinery and equipment that do not form part of the building services;
- Loose tools, furniture, and any other similar items;
- Individual unit holders modifications beyond standard entitlements and liabilities;
- T e n a n t s ' f i x t u r e s a n d f i t t i n g s
- Interest during construction;
- Allowances for the removal of any unknown hazardous materials;

- Removal of contents 'debris;
- Allowance for cost increases due to a regional catastrophic loss, e.g. an earthquake;
- Business interruption; and
- Town planning or zoning requirements.

In addition to the above outlined inclusions and exclusions, our calculated Reinstatement with New Value for each building assumes an effective green field site and does not make special allowance for difficulties which may be associated with integration to other existing facilities, nor does it allow for increases in costs associated with undertaking a rebuilding project around existing business activities.

It should be noted that in carrying out our assessment of the landscaping and gardens we have only allowed for the re-establishment of the gardens, not their reinstatement with mature trees and plants as they are currently presented.

Personnel

The following personnel were involved in the performance of this valuation.

- Rowan Llewellyn, AAPI
- Mark Eddy, AAPI
- Tanya Petunova, PMAPI

Recommended Insurance Values

Date of Valuation: 29th February 2024

86-88 Beach Road, Sandringham

Assets	Reinstatement with New Value * incl. Professional Fees & Contingencies
' N a u t i c a '	\$23,470,000
Site Improvements	\$145,000
Reinstatement with New Value	\$23,615,000
Extra Cost of Reinstatement Value (included in the above)	Nil
Allowance for Cost Escalation	
The calculation of this amount takes into account the following:	
a) Cost increases over the 12 month policy period	}
b) Estimated Lead Time from date of loss to Rebuilding Commencement	}
- approximately 10 months	}
c) Estimated Rebuilding Period	}
- approximately 20 months	}
Demolition and Removal of Building Debris	\$930,000
Total	\$28,650,000
Estimated Cost of Alternative Accommodation or Loss of Rent Receivable	\$3,260,000

The specific sums shown are inclusive of the Goods and Services Tax (GST). * Includes Extra Cost of Reinstatement where appropriate.

For and on behalf of

PP&E Valuations Pty Limited



Rowan Llewellyn, AAPI
Property Valuer



Mark Eddy, AAPI
Director - Property

Description of Improvements

Improvements

Three-storeys development, also known as 'Nautica' with comprising residential apartments of varying sizes. Consisting of one, two and three bedrooms respectively with penthouses.

Approximate Age

We have not sighted original permits; however, from our informal inquiries we understand the buildings were constructed circa 2009.

Accommodation

Residential building comprising thirty-four apartments.

Construction Details

'Nautica'

A multi-storey, rendered and metal building having an approximate gross building area of 6,185 square metres, excluding courtyards, terraces and balconies.

Floors: Reinforced concrete with mixed floor coverings including timber, carpet, and tile.

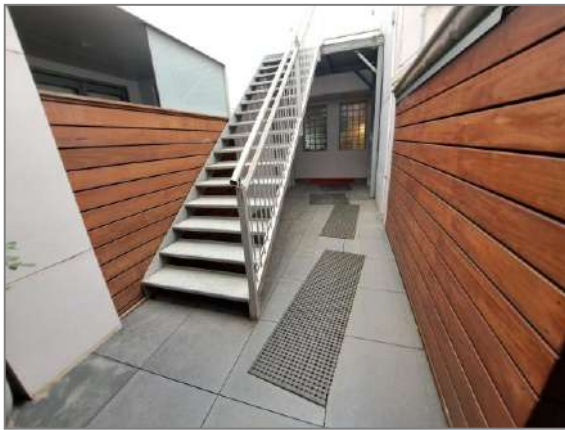
Walls: Rendered, metal, and glazed, with plasterboard and tile internal linings, together with masonry and stud framed division walls.

Roof: Concrete with plasterboard ceilings.

Services: Electrical reticulation, plumbing reticulation, sanitary facilities, heating units, air conditioning, security system, lift, stairs, smoke detectors, fire service hose and reel/hydrant points, and built in furnishings.

Attached to the building are stairs, lighting, tiled entry, canopy, courtyards, balconies, and terraces







Site Improvements

Mixed construction paving including concrete, timber, and tile; hydrant booster; landscaping incorporating planter boxes; drainage; signage; alloy letterbox; and mixed construction fencing including timber paling, timber with brush to part and rendered.



Qualifications

Declaration

The Valuer is API qualified and complies with CPD requirements to value all types of real property and has no pecuniary interest past, present or prospective in the subject property and declares the valuation is free of any bias.

The secondary signatory may not have inspected the subject property and is acting in the capacity as a Supervising Member, having reviewed the draft Valuation Report and working papers, and based upon that review and questioning of the Primary Valuer (as appropriate), is satisfied there is a reasonable basis for the valuation process undertaken and the methodology adopted by the Primary Valuer.

PP&E Valuations is an independent valuation services firm and has always maintained its independence during this project which is illustrated by PP&E Valuations receiving a fee from the client in respect of the project that was in no way contingent on the results obtained.

Liability limited by a scheme approved under Professional Standards Legislation.

Goods & Services Tax (GST)

The specific sums shown are inclusive of the Goods and Services Tax (GST) unless otherwise stated.

Disclaimer

Contaminants such as asbestos, chemicals, toxic wastes, or other potentially hazardous materials could, if present, adversely affect the value of the property. Unless otherwise stated in this report, the extent of hazardous substances, which may or may not be represented on or in the property, was not considered by the valuer in the conclusion of value. The stated value estimated is on the assumption that there is no material on or in the property that would cause loss in value. No responsibility is assumed for any such conditions, and the recipient of this report is advised that the valuer is not qualified to detect such substances, quantify the impact on values, or estimate the remedial cost.

We emphasise that we have not carried out a structural survey of the improvements nor have we examined them for signs of timber infestation, concrete cancer and the like, and accordingly cannot be responsible for the consequence of such defects. No soil analysis or geological studies were ordered or made in conjunction with this report.

Owners Corporation properties, by their nature, typically involve multiple occupants, both owners and tenants. As a result, insurance valuation inspections are usually limited to parts of the property only. From the level of inspection available we utilise best endeavours to determine full building details including construction materials, building size and layout. We have assumed that the individual units are internally finished to original specifications or equivalent modern idiom. Individual fitouts above this level have been excluded and are considered the insurance responsibility of the individual unit holder. We take no responsibility for any error or omission caused as a result of the limited inspection and reserve the right to review and amend our valuations.

This valuation has been prepared on the basis that full disclosure of all information and facts which may affect the valuation has been made to us. We do not accept any liability or responsibility whatsoever for the valuation if full disclosure has not been made. Furthermore, we do not accept responsibility for any consequential error or defect in the valuation which has resulted from any error, omission or inaccuracy in data or information supplied by the client or its officers and agents.

Due to the restrictive nature of most Owners Corporation inspections and the need to preserve occupant privacy, internal photographs may have been sourced from publicly available websites and subscription databases. These photographs are not intended to portray the current condition of the premises, but rather to give a greater understanding of the overall construction type, standard of finish and layout.



This valuation is solely for the use of the party by whom we were instructed and for the stated purpose. We owe no duty of care to any third party who becomes aware of this valuation and, without our knowledge, chooses to act or rely on the whole or any part of it.

The values assessed herein are as at the date of the valuation. Replacement insurance values are not static over time due to changing market circumstances and therefore no warranty can be given as to the continuance of this value beyond the date of valuation. It is recommended that the valuation be reviewed periodically.

Neither the whole nor any part of this valuation nor any reference thereto may be included in any document, circular or statement without our approval of the form and context in which it will appear.

OWNERS CORPORATION PROXY

Schedule 1, Regulation 8, Owners Corporations Regulations 2018

Owners Corporation - 86-88 Beach Rd- PS616638P

Annual General Meeting - 5th November 2025

Under regulation 8 of the Owners Corporations Regulations 2018, I/We:

Name(s) of lot owners	
of (address)	
being the owner(s) of lot(s), lot number(s)	

Authorise

Name of person	
of (full address)	

As my / our proxy:

A

☐

to attend, speak and vote on my/our behalf until (insert date until which proxy authorisation will be valid, up to a maximum period of 12 months)

OR

☐

to attend, speak and vote on my/our behalf at the annual or special general meeting of the owners corporation to be held on (insert date)

OR

☐

to vote for me/us and on my/our behalf at the ballot having a closing date of (insert date)

OR

☐

I/We direct the proxy to vote in relation to the following resolutions or matters as follows (If relevant, set out specific instructions to your proxy concerning how to vote in relation to particular resolutions or matters)

Please refer to next page for further options and to execute the proxy form

Proxy Form Page 1 of 2

Signature (s)

Lot No(s)

Ace Body Corporate Consulting | ABN 50108688231 | **a:** PO Box 5583, Mordialloc VIC 3195
e: consulting@acebcm.com.au | **w:** www.acebodycorp.com.au | **p:** (03)85861300

B

☐

To represent me/us on the committee of the owners corporation

Signed by (member(s) giving proxy)	
Printed name(s)	
Declaration	<i>(tick here) - I confirm that I have the right to sign this proxy form on behalf of all owners of this lot</i>
Date	

Information about Proxies

This section is for information only and not part of the prescribed form.

- Lot owners can appoint a trusted person as their representative at meetings, to vote in ballots or represent them on the committee. This person is your "proxy".
- To authorise a proxy you must use the prescribed form and deliver it to the owner's corporation secretary. If appointing a power of attorney as a proxy, you should attach a copy of the power of attorney.
- Proxies automatically lapse 12 months after the form is delivered to the secretary unless an earlier date is specified.
- Proxies must act honestly and in good faith and exercise due care and diligence.
- Proxies cannot transfer the proxy to another person.
- A lot owner can revoke the authorisation at any time and choose to vote on a certain issue or attend a meeting.
- It is illegal for someone to coerce a lot owner into making another person their proxy.
- Owners corporations must keep the copy of the proxy authorisation for 12 months.
- **You should check that your proxy is able to vote on your behalf. There are restrictions on the number of lot owners a proxy can vote on behalf of:**
 - **if there are 20 or less occupiable lots a person must not vote as a proxy on behalf of more than one lot owner**
 - **if there are more than 20 occupiable lots a person must not vote as a proxy on behalf of more than 5% of the lot owners**
 - **The above restrictions do not apply if the lot owners for whom the person is authorised to vote on behalf of are members of that persons family, or the person votes as a proxy in the prescribed circumstances. The prescribed circumstances are if the lot owner owns more than one lot and has authorised the proxy to vote on behalf of each lot or if the owners corporation manages the common property of a commercial, retail or industrial development.**
- If a lot owner is in arrears for any amount of fees or other amount owing to the owners corporation, the lot owner must not vote as a proxy on behalf of another lot owners at a meeting of the owners corporation; or represent another lot owners as a proxy on a committee of the owners corporation

Proxy Form Page 2 of 2

Signature (s)

Lot No(s)

OWNERS CORPORATION PROXY

Schedule 1, Regulation 8, Owners Corporations Regulations 2018

Owners Corporation 86-88 Beach Road (Nautica) PS616638P

Annual General Meeting - Wednesday, 05 November 2025

Under regulation 8 of the Owners Corporations Regulations 2018, I/We:

Name(s) of lot owners	
of (address)	
being the owner(s) of lot(s), lot number(s)	

Authorise

Name of person	
of (full address)	

As my / our proxy:

A

☐

to attend, speak and vote on my/our behalf until (insert date until which proxy authorisation will be valid, up to a maximum period of 12 months)

OR

☐

to attend, speak and vote on my/our behalf at the annual or special general meeting of the owners corporation to be held on (insert date)

OR

☐

to vote for me/us and on my/our behalf at the ballot having a closing date of (insert date)

OR

☐

I/We direct the proxy to vote in relation to the following resolutions or matters as follows (If relevant, set out specific instructions to your proxy concerning how to vote in relation to particular resolutions or matters)

Please refer to next page for further options and to execute the proxy form

Proxy Form Page 1 of 2

Signature (s)

Lot No(s)

Ace Body Corporate Consulting | ABN 50108688231 | **a:** PO Box 5583, Mordialloc VIC 3195
e: consulting@acebcm.com.au | **w:** www.acebodycorp.com.au | **p:** (03)85861300

B

☐

To represent me/us on the committee of the owners corporation

Signed by (member(s) giving proxy)	
Printed name(s)	
Declaration	<i>(tick here) - I confirm that I have the right to sign this proxy form on behalf of all owners of this lot</i>
Date	

Information about Proxies

This section is for information only and not part of the prescribed form.

- Lot owners can appoint a trusted person as their representative at meetings, to vote in ballots or represent them on the committee. This person is your "proxy".
- To authorise a proxy you must use the prescribed form and deliver it to the owner's corporation secretary. If appointing a power of attorney as a proxy, you should attach a copy of the power of attorney.
- Proxies automatically lapse 12 months after the form is delivered to the secretary unless an earlier date is specified.
- Proxies must act honestly and in good faith and exercise due care and diligence.
- Proxies cannot transfer the proxy to another person.
- A lot owner can revoke the authorisation at any time and choose to vote on a certain issue or attend a meeting.
- It is illegal for someone to coerce a lot owner into making another person their proxy.
- Owners corporations must keep the copy of the proxy authorisation for 12 months.
- **You should check that your proxy is able to vote on your behalf. There are restrictions on the number of lot owners a proxy can vote on behalf of:**
 - **if there are 20 or less occupiable lots a person must not vote as a proxy on behalf of more than one lot owner**
 - **if there are more than 20 occupiable lots a person must not vote as a proxy on behalf of more than 5% of the lot owners**
 - **The above restrictions do not apply if the lot owners for whom the person is authorised to vote on behalf of are members of that persons family, or the person votes as a proxy in the prescribed circumstances. The prescribed circumstances are if the lot owner owns more than one lot and has authorised the proxy to vote on behalf of each lot or if the owners corporation manages the common property of a commercial, retail or industrial development.**
- If a lot owner is in arrears for any amount of fees or other amount owing to the owners corporation, the lot owner must not vote as a proxy on behalf of another lot owners at a meeting of the owners corporation; or represent another lot owners as a proxy on a committee of the owners corporation

Proxy Form Page 2 of 2

Signature (s)

Lot No(s)

COMPANY NOMINEE FORM

SECTION 1 – RETURN TO

Owners Corporation 86-88 Beach Road (Nautica) PS616638P
C/- Ace Body Corporate Consulting
PO Box 5583, Mordialloc VIC 3195

consulting@acebcm.com.au

SECTION 2 – ABOUT THIS FORM

This Notice should be completed by a company that owns a lot and wants to appoint a nominee to act on its behalf and be able to vote for it at general meetings of the Owners Corporation.

Complete Notices must be returned to the Owners Corporation as per **Section 1** above. The name and address of the company nominee will be recorded in the plans records and the nominee will then be able to vote at general meetings of the plan.

SECTION 3 – NOTICE OF THE APPOINTMENT OF A COMPANY NOMINEE

Lot Number	
Name of Company	
ACN	
Company's address for the service of notices	
Company Details	Contact
	Phone:
	Email:

Name of Nominee	
Nominee's address for the service of notices	
Nominee Contact Details	Contact
	Mobile:
	Email:

SECTION 4 – EXECUTION

Affix the Company Seal here and complete the attestation clause:

The Common Seal of	<i>Company Name</i>	Company Seal
Is affixed on	<i>Date of Appointment</i>	
with the authority of the directors in accordance with its articles of association in the presence of:		
Signature of Authorised Person		
Office Held		
Name of Authorised Person		

E-MAIL NOTIFICATION AUTHORITY

SECTION 1 – RETURN TO

Owners Corporation Plan No PS616638P
C/- Ace Body Corporate Consulting
PO Box 5583, Mordialloc VIC 3195

consulting@acebcm.com.au

SECTION 2 – ABOUT THIS FORM

Those owners that are not currently receiving agendas and minutes of meetings and other notices via email are requested to complete the Email Notification Authority attached to this notice of meeting and return such to the Manager to help reduce future mailing and photocopying costs of your scheme. Once submitted, the managing agent will update its records so that future notices and minutes of meetings and other notices can be forwarded to you via email.

Should you have any questions regarding the above matter, please do not hesitate to contact your Manager.

SECTION 3 – EMAIL NOTIFICATION AUTHORITY

Lot Number	
Owner Name/s	

Authority for correspondence, meeting notices and minutes

Email Address	
I / we authorise the Owners Corporation Plan No PS616638P to forward <u>correspondence, meeting notices and minutes</u> and other notices electronically to the email address listed above.	
Signature of Owner/s	
Date	

Authority for Levy Notices

Email Address	
I / we authorise the Owners Corporation Plan No PS616638P to forward <u>Levy Notices</u> electronically to the email address listed above.	
Signature of Owner/s	
Date	

Notification of making, amendment or revocation of owners corporation rules

Section 142 Owners Corporation Act 2006

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Privacy collection statement

The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

Lodged by	Goldie Kelmann
Name	Goldie Kelmann
Phone	95343422
Address	262 St Kilda Rd St Kilda
Reference	ACE Mordialloc
Customer code	1048N
Owners corporation number	1
Plan number	P5616638P

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.

2. If applicable, the special resolution passed on

4th July 2014

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:

13th May 2016

Signature or seal of applicant, Australian Legal Practitioner under the *Legal Profession Act 2004* or agent.

G. Kelmann

The common seal of owners corporation number:

Plan number:

was affixed in accordance with Section 21 of the *Owners Corporation Act 2006* in the presence of:

--

Lot owner

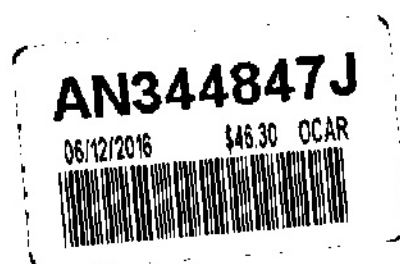
Full name	
Address	

Lot owner

Full name	
Address	

**For current information regarding owners corporation, please
obtain an owners corporation search report**

Land Victoria
570 Bourke Street
Melbourne VIC 3000
Telephone 03 8636 2010



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.

2. Committees and sub-committees

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

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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 n, (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 Owners Corporation Regulations 2007 or the Rules of the Owners Corporation

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.

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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.

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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.

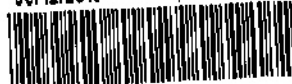
3.2.1.2. The Owners Corporation has the right to recover from an owner or occupier of a lot who is in breach or default of Rule.

3.2.1.3. 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.

3.2.1.4. 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.

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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 on 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

For the purposes of these rules a visitor is defined as someone who visits a person or place for a short duration on an occasional basis. A visitor to Nautica under this definition is allowed access to the visitor's car park. A visitor is allowed unlimited short access, under four hours, to the car park subject to available space. Where the visiting period extends beyond four hours in a day (24 hour period) i.e. overnight, the visitor must not exceed three episodes in a rolling ten day period or a consecutive period of three days, unless a specific exemption has been granted in writing by the Residents Committee and a temporary permit displayed. A resident can park in the visitors' car park for 1 hour.

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.

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4.3.2.2. Rebuild or repair any type of vehicle.

4.3.2.3. Permit oil leakages from any motor vehicle, trailer or motorcycle 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 Owners 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. Skis or any equipment is not to be delivered or stored on the common property. Skis 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

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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 that 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 facade 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.

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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.

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;

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"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;
- 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.

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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 C

8.1.12. The Manager must give a copy of any statements received from

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.

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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

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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 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.

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A handwritten signature in black ink, appearing to be 'EK' or similar, written in a cursive style.

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.

I, Lynne Rowell, as Secretary of the Owners Corporation No. 1.
PS616638P certify that these rules are the consolidated
rules of the Owners Corporation No. 1 PS616638P.

Signed:

L. Rowell

Lynne Rowell

Secretary of Owners Corporation No. 1 PS616638P

Dated:



B u i l d i n g w o r k a n d r e n o

Lot owner application form

This form has been designed to assist you in navigating the application and approval process when seeking authority to undertake renovations or additions to your lot. This might include the installation of solar panels, electric vehicle (EV) chargers, or air conditioners on common property.

Your committee will review the application and all associated plans, diagrams, specifications, etc., including the checklist provided. Please submit the completed form to the committee and copy our office, providing adequate information to help ensure the assessment process is completed as efficiently and accurately as possible.

This form covers:

1.	What is common property vs your lot?.....	2
2.	When is approval required for lot owner building works or renovations?	2
3.	The application and approval process.....	3
4.	Important things to consider	3
5.	Lot owner application form.....	4
6.	Checklist	10

Please note:

The information provided in the form is general in nature and is intended to help you understand the principles for processing applications for building or renovation works in an owners corporation property. Each scheme's approval process will vary slightly. Please always refer to your plan ' by-laws, rules or other governance documents in conjunction with the information provided in this form.

1. What is common property vs your lot?

Lot

A lot is a part of land, buildings and airspace on a plan of subdivision that can be separately owned and sold. It also includes the areas that owners are responsible for and the portion of expenses they are obliged to pay.

Technically, individual lots are those parts of land, building or airspace that are not common property, road or a reserve, and include accessory lots such as car spaces, storage bays, and storerooms.

Common property

Common property includes any parts of the land, buildings and airspace that are not lots on the plan of subdivision. It may include gardens, passages, walls, pathways, driveways, stairs, lifts, foyers and fences.

The common property is collectively owned by the lot owners as tenants-in-common. Floor coverings and fixtures within a lot are usually the property of the lot owner.

2. When is approval required for lot owner building works or renovations?

Maintenance or renovation work affecting the internal appearance of lots

As the owner of your lot, you are entitled to renovate or refurbish the interior of your apartment or unit. However, you must notify your owners corporation if the renovations require a building or planning permit or if the works affect common property or other lot owners' or occupiers' enjoyment of the lot.

Factors affecting other lot owners could come from noise during renovations, alterations to common services, building materials or debris on common property and parking by contractors.

A copy of the notices can be found on the Consumer Affairs Victoria website.

Maintenance or renovation work affecting the external appearance of lots

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.

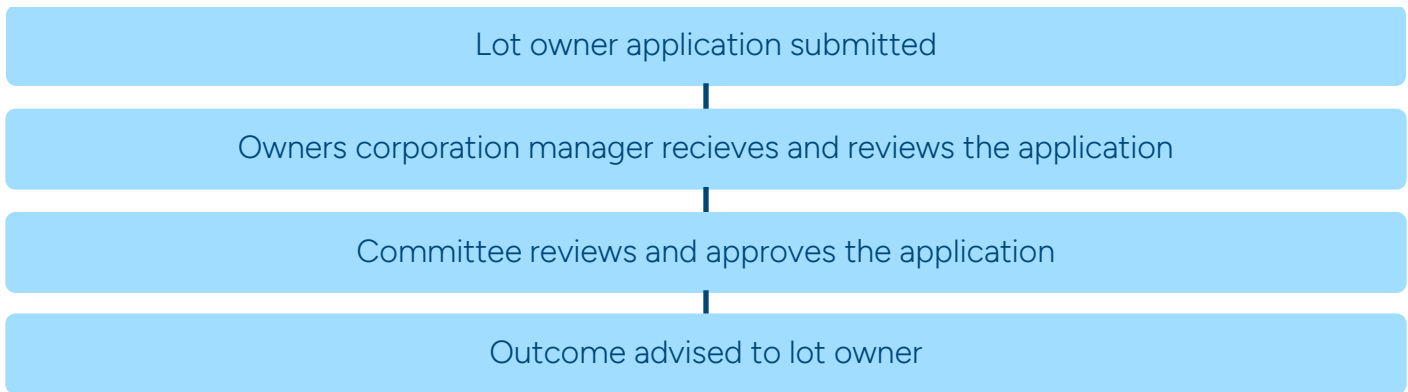
An owners corporation cannot unreasonably withhold approval but may approve subject to reasonable conditions to protect the quiet enjoyment of other lot owners, structural integrity or the value of other lots and common property.

Maintenance or renovation work affecting common property

Model rule 4.3 in the Owners Corporation Regulations 2018 states that an owner or occupier of a lot must not damage or alter common property or a structure that forms part of the common property.

Therefore, work that may alter common areas would require written approval from the owners corporation before going ahead. The most common example is the installation of air conditioning, which usually requires a compressor and pipes to be fitted to the exterior of the building and may require drilling into the wall.

3. The application and approval process



Further information and tips regarding renovations in body corporate schemes can be accessed via the PICA group website library: picagroup.com.au/articles-

4. Important things to consider

Depending on the extent and nature of the works proposed, lot owners should consider the following key points when planning to undertake a renovation within their property:

- The works should be carried out by a licensed tradesperson. As the lot owner, you are responsible for providing the relevant details so that necessary checks can be made.
- Your tradesperson should be adequately insured, including public liability.
- For any minor and major works, the terms of the relevant by-law should attribute the responsibilities for the ongoing repair, maintenance, or replacement of any works to the lot owner (and any subsequent lot owner). You will also be responsible for reinstating any damage to common property (including any damage incurred by your appointed tradesperson or contractor).
- You may need a development application (DA) approval from your local council for any layout changes or new construction. Approval of the owners corporation must be included with your council application.
- If your building is heritage-listed, it may require different approvals. Please investigate this before starting the application process.
- Consider ways to minimise disturbance to other residents and avoid damage to common property. For example:
 - i. Transportation of all construction materials, equipment, debris, and other materials will need to be considered and managed.
 - ii. Protecting the common property areas outside of your lot from damage caused by the transportation of construction materials, equipment, and debris in a manner reasonably acceptable by the owners corporation plan.
 - iii. Ensure all areas of the building outside of the lot are kept clean and tidy during the work.
 - iv. Make sure the contractors understand and abide by any agreed work hours specified by the local council and or imposed by the owners corporation plan under the terms of any by-laws.
 - v. If the work is likely to create noise that could cause discomfort, disturbance, or interfere with the activities of **any other building resident, it's important to communicate with them in advance so they know what type of disruption they might experience and how long it may last.**

5. Building work and renovations

Lot owner application form

Prefer to submit a digital application instead?

Simply use our online form at <https://forowners.com.au/building-work-and-renovation/>

Applicant details

First name

Surname

Email address

Contact number

Property address

Suburb

State

Postcode

Scheme number or name (optional)

Lot number

Association to the property

- Owner
- Tenant
- Agent
- Other (If other, please provide a description of your association with the property below.)

Does the work involve any of the following? (Please tick the options that apply)

- Alteration to common property
- Addition to the exterior of the lot or building
- Modification or penetration of any core services to the building? e.g., fire system or waterproofing membrane.
- Removal of walls

Type of lot improvement

- Lot improvements or renovations (If yes, please complete section 1 on page 3.)
- Air-conditioning application (If yes, please complete section 1 on page 4.)
- Solar installation (If yes, please complete section 1 on page 5.)
- Other (If yes, please provide a description of the required works below and continue to page 6 to complete your application.)

Section 1 - Lot improvements or renovations

Description of work required

Proposed start date (dd/mm/yyyy)

Estimated completion date (dd/mm/yyyy)

Location of improvement or renovations

☐ Lot ☐ Exclusive-use area ☐ Common property

Improvement costs

Name of builder or contractor carrying out the works

What arrangements have been made to manage any potential resulting rubbish and debris?

What arrangements have been made to clean and protect the common property throughout the project?

Please continue to page 6 to complete your application.

Section 2 - Air conditioning application

Description of work required

Proposed start date (dd/mm/yyyy)

Estimated completion date (dd/mm/yyyy)

Air conditioning installation cost

Brand

Make

Motor size

Location of air conditioning unit

Please provide a sketch or attach a diagram of the proposed location of the air-conditioning unit installation.

Please continue to page 6 to complete your application.

Description of work required

Proposed start date (dd/mm/yyyy)

Estimated completion date (dd/mm/yyyy)

Solar panel installation cost

Brand

Model

Motor size

Location of solar panel

Please provide a sketch or attach a diagram of the proposed location of the solar panel installation.

Please continue to page 6 to complete your application.

Additional requirements

Please attach the following documents to this application:

- Plan, specifications, and drawings.
- Builder or contractor license details.
- Building or contractor insurance certificate of currency.
- Any other relevant certifications. e.g., engineering assessment.
- Please refer to the checklist provided on the following pages.

Agreement and acceptance (required)

Declaration

- I/we confirm that all information provided in this form is correct.
- I/we confirm that I have read, understood, and considered all the information provided in this document before completing this form.
- I/we agree to adhere to all by-law requirements and have read and understood any relevant legislation.
- I/we accept full liability for any works carried out on my behalf by contractors that I hire.

Name

Signature

Date

6. Checklist

Review the obligations laid out in your building rules.

You may need to apply for certain types of renovations. If you don't have a copy of your building rules, you can request this from your owners corporation manager. If needed, speak to your owners corporation about interpreting your building rules.

Determine whether the renovation will alter just your lot or parts of the common property.

This Victorian Government website may help you in determining this:
<https://www.land.vic.gov.au/land-registration/for-professionals/owners-corporations>

Request approval before commencing your renovation, if required.

If your improvements will alter common property and your lot, you must request approval for both aspects via an application form. Please request this form from your owners corporation manager and return it with a copy of your 'builders plans' showing how the works may affect any utilities (e.g. gas, electricity, water, waste, etc.). You may also need to include the relevant approved council development documentation if applicable.

Keep your owners corporation committee informed of your plans.

Even if your building rules do not state you must get approval for the works, it is best practice to notify your committee know out of courtesy.

Be considerate to other owners regarding noise levels and disruption during the renovation.

This may also be regulated by your building rules and local council laws, particularly in terms of the times of day the works can be carried out.

OWNERS CORPORATION MEETING VOTING FORM

Owners Corporation Plan No PS616638P
86-88 Beach Road (Nautica)
Annual General Meeting - Wednesday, 05 November 2025

If you would like to participate in the meeting by submitting your votes prior to your attendance, or are unable to attend the meeting in person, please use this Voting Form to cast your votes.

Please clearly mark one of either "YES", "NO" or "ABSTAIN" for each motion and return in accordance with the instructions below.

The voter (lot owner or proxy holder) must sign and date the last page.

**This voting paper must be received no later than the closing date, being 4:00 PM
Wednesday, 05 November 2025 to the following:**

Email (Preferred): consulting@acebcm.com.au

Post: Ace Body Corporate Consulting
PO Box 5583 Mordialloc VIC 3195

Name(s) of lot owners (as shown on Title)	
of (address)	
being the owner(s) of lot(s)	
If voting by proxy, name of proxy holder	

Under regulation 7B of the Owners Corporations Regulations 2018, *I/*We cast *my/*our vote as follows:
Owners register their vote on the following matters by checking the appropriate boxes

1.1 Appointment of A Chairperson Ordinary Resolution

That the Owners Corporation appoint a chairperson of the Annual General Meeting.

☐ YES ☐ NO ☐ Abstain

2.1 Minutes of Last AGM Ordinary Resolution

That the Minutes of the last Annual General Meeting of the Owners Corporation held 13 November 2024 be adopted and confirmed as a true record and account of the decisions made at that meeting.

☐ YES ☐ NO ☐ Abstain

3.1 Committee Report Ordinary Resolution

In accordance with sections 71(2)(h) and 115 of the Owners Corporations Act 2006, please find a copy of the Committee Report.

☐ YES ☐ NO ☐ Abstain

3.2 Managers Report **Ordinary Resolution**

In accordance with sections 71(2)(h) of the Owners Corporations Act 2006, please find attached to the notice a copy of the Owners Corporation Manager's Report.

☐ YES ☐ NO ☐ Abstain

3.3 Dispute Resolution Report **Ordinary Resolution**

In accordance with sections 71(2)(h) and 159 of the Owners Corporations Act 2006 the Owners Corporations discloses the below Dispute Resolution Report.

☐ YES ☐ NO ☐ Abstain

3.4 Penalty Interest **Ordinary Resolution**

In accordance with sections 71(2)(h) and 29(4) of the Owners Corporations Act 2006 \$22 of penalty interest was waived.

☐ YES ☐ NO ☐ Abstain

3.5 Expenditure from the Maintenance fund **Ordinary Resolution**

In accordance with sections 71(2)(h) and 39 of the Owners Corporations Act 2006, please see the attached financial report outlining the expenditure from the Maintenance fund.

Expenditure

Exterior Finishes - paints/finishes	142,340.00
Garage Door Maintenance	3,075.00
Minor Building Maintenance	0.00
Roof	2,718.50
Security Services	0.00
Total Maintenance Fund Expenditure	148,133.50

☐ YES ☐ NO ☐ Abstain

4.1 Annual Financial Review / Audit **Ordinary Resolution**

That the Owners Corporation acknowledges the statutory requirement for the completion of a review, or at the discretion of the committee an audit, of the annual financials reports for the financial year ending 31/08/2026.

NOTE: the 2024-25 annual financial statements audit is currently being undertaken as approved last year, once the audit is finalised the report will be issued to the committee for review and further instruction if need be In Victoria, owners corporations (OCs) must have their financial statements audited at the end of each financial year if they are Tier 1 (100+ lots) or Tier 2 (51-100 lots). All other owners corporations, from Tier 3 to 5, are not mandatory to have an audit, but can resolve to have one by an ordinary resolution at an Annual General Meeting (AGM). Audits must be performed by a registered company auditor or an accredited accountant. This building is a tTier 3 class.

☐ YES ☐ NO ☐ Abstain

5.1 Financial Statements **Ordinary Resolution**

That the financial statements for the period ending 31 August 2025 (which report total members' funds of \$8,256.42 as per report attached) be adopted.

☐ YES ☐ NO ☐ Abstain

6.1 Budget and Fees - Operation **Ordinary Resolution**

In accordance with sections 23 (1), 71 (2) (d) and 71 (2) (f) of the Owners Corporations Act 2006, the budget for the financial year commencing 1 September 2025 at the amount \$211,741.00 (incl. GST), be adopted and that fees be charged in accordance with the lot liability schedule as per the plan of sub-division with fees charged quarterly/biannually in advance.

Note to the Budget - In order to correctly answer any financial questions please submit questions to the manager not less than 48 hours prior to the meeting.

The owners corporation budget will continue until the next approved budget.

Please find attached to the notice of meeting the breakdown of the budget.

☐ YES ☐ NO ☐ Abstain

6.2 Budget and Fees - Maintenance Fund **Ordinary Resolution**

In accordance with sections 23 (2), 71 (2) (d) and 71 (2) (f) of the Owners Corporations Act 2006, the budget for the financial year commencing 1 September 2025 at the amount \$74,900.00 (incl. GST), be adopted and that fees be charged in accordance with the lot liability schedule as per the plan of sub-division with fees charged quarterly/biannually in advance.

It is advised that funds need to be invested to meet the requirements. The manager cannot provide financial advice and must have instructions from the owners about how to invest the funds.

Note to the Budget - In order to correctly answer any financial questions please submit questions to the manager not less than 48 hours prior to the meeting.

☐ YES ☐ NO ☐ Abstain

7.1 Charging of Penalty Interest **Ordinary Resolution**

That the Owners Corporation confirm to charge penalty interest in accordance with section 29 under Part 3 of Owners Corporations Act 2006 Part 3.

☐ YES ☐ NO ☐ Abstain

7.2 Waiver of Penalty Interest and Late Payment Fees **Ordinary Resolution**

That the owners corporation authorise the owners corporation manager, when finalising outstanding fees, charges and contributions, to waive from the lot ledger, penalty interest up to **\$100**. This waiver is only applicable to lots that have not received any waiver of penalty interest in the past two (2) years. All other amounts will require approval of the committee. Any waived penalty interest must be fully paid, with the credit being carried forward and applied to future fees, charges and contributions.

☐ YES ☐ NO ☐ Abstain

7.3 Debt Management

Ordinary Resolution

That the owners corporation delegate the authority to the owners corporation manager to enter the lot owner/s and owners corporation into a payment arrangement where the outstanding balance of fees, charges and contributions 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, charges and contributions being paid on-time and in full.

The owners corporation further authorise:

- the owners corporation manager to arrange for the issue of debt collection and legal proceedings against the owner/s of lot/s in arrears, and
- debt collection and legal cost/s of these proceedings to be invoiced back to the owner/s of lot/s who are being pursued for the arrears, and
- 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 (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 Act or Regulations or the Rules of the Owners Corporation, and
- that the owners corporation may recover from any instigating lot owner the cost of any works undertaken for the use of that lot such as, but not limited to, Title searches, key issue/recovery, attendance to record searches, or other incidentals.

☐ YES

☐ NO

☐ Abstain

8.1 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
02GS037126	Chubb Insurance Australia Pty Ltd	17 Aug 2026	Fidelity Guarantee Insurance	\$100,000.00
			Loss Of Rent/Temporary Accommodation	\$4,426,425.00
			Common Area Contents	\$42,000.00
			Damage (i.e. Building) Policy	\$29,509,500.00
			Personal Accident/Voluntary Workers	\$200,000.00 / \$2,000.00
			Office Bearers Liability Insurance	\$5,000,000.00
			Property, Death and Injury (Public Liability)	\$30,000,000.00
TOTAL PREMIUM: \$91,902.82				

☐ YES

☐ NO

☐ Abstain

8.2 Informed Consent **Ordinary Resolution**

That the Owners Corporation provide **informed consent** for BCB as the insurance broker, to obtain quotations from insurers including commission in relation to the placement, renewal, and variation of the strata insurance policy.

A portion of this commission may be shared with the Agent, as an Authorised Representative of BCB as per the terms of your management agreement.

The exact amount or percentage of commission payable will be disclosed in the Insurance Report provided with each renewal or quotation.

The Owners Corporation further authorises the Managing Agent to retain records of this consent on behalf of the scheme for compliance with ASIC regulatory requirements.

☐ YES ☐ NO ☐ Abstain

8.3 Acknowledge Insurance Valuation **Ordinary Resolution**

That the Owners Corporation acknowledge the insurance valuation report dated 29 February 2024 with a recommended building sum insured of \$28,650,000.00 and provided in accordance with sections 71(2)(h) and 65(3) of the Owners Corporations Act 2006.

☐ YES ☐ NO ☐ Abstain

8.4 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.

☐ YES ☐ NO ☐ Abstain

9.1 Engagement of Contractors **Ordinary Resolution**

That the Owners Corporation acknowledges that the owners corporation 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.

☐ YES ☐ NO ☐ Abstain

10.1 Essential Safety **Ordinary Resolution**

That the Owners Corporation will review its mandatory responsibility in accordance with the Victorian Building Regulations 2018 (Parts 9, 9A & 13) and Occupational Health and Safety Act 2004 (section 21) 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.

☐ YES ☐ NO ☐ Abstain

11.1 Use of Common Seal **Ordinary Resolution**

That the Owners Corporation authorise the destruction of the common seal as it is no longer a requirement under section 18A of the Owners Corporations Acts 2006.

☐ YES ☐ NO ☐ Abstain

12.1 To Elect a Committee **Ordinary Resolution**

That, pursuant to sections 100 and 103(1) of the Owners Corporations Act 2006, the Owners Corporation elect a committee consisting of at least three (3) and no more than seven (7) members.

☐ YES ☐ NO ☐ Abstain

12.2 Election of Committee **Ordinary Resolution**

In accordance with section 103(1A) 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.

☐ YES ☐ NO ☐ Abstain

12.3 Committee To Elect a Chairperson **Ordinary Resolution**

In accordance with sections 98(2) and 105 of the Owners Corporations Act 2006 the Owners Corporation elect a Chairperson of the Owners Corporation at the first Committee meeting.

In accordance with section 98(1) of the Owners Corporations Act 2006, where a committee has not been elected, the Owners Corporation elects a Chairperson of the Owners Corporation.

☐ YES ☐ NO ☐ Abstain

12.4 Committee To Elect a Secretary **Ordinary Resolution**

In accordance with sections 99(2) and 107 of the Owners Corporations Act 2006 the Owners Corporation appoint a Secretary of the Owners Corporation at the first Committee meeting.

In accordance with section 99(1) of the Owners Corporations Act 2006, where a committee has not been elected, the Owners Corporation elects a Secretary of the Owners Corporation.

☐ YES ☐ NO ☐ Abstain

12.5 Delegation of Powers to Committee **Ordinary Resolution**

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

☐ YES ☐ NO ☐ Abstain

12.6 Committee to also serve as Grievance Committee **Ordinary Resolution**

That the members of the Owners Corporation Committee be elected as members of the grievance committee to resolve any dispute that may arise in accordance with Part 10 of the Owners Corporations Act 2006 pursuant to Schedule 2, Section 7 of the Owners Corporations Regulations 2018.

☐ YES ☐ NO ☐ Abstain

13 GENERAL BUSINESS

Discussion on additional items raised by any of the members will be forwarded to the elected Committee at the first meeting of the Committee for further instructions.

1. **Exterior Painting Works** - These works have now been completed, we thank everyone for their assistance with ensuring easy access for the painters. If you find any areas of concern please report them to the strata manager ASAP.
2. **Front Foyer Door** - Upgrades are required on the sliding front door, a quote has been submitted to the committee for review and approval for amount of \$9,763.16 inc GST - committee have approved 5 October and strata manager has issued a work order.
3. **Common Area Interior Design Works** - Committee has engaged colour consultant and interior design person to provide advice, the recommended paint colour for internal common areas is half Lexicon (Dulux Paint). There are also 3 x quotes for carpet and underlay replacement in main common area foyer and passageways. The maintenance fund is to fund these planned works, to be undertaken just after the 1st quarter of 2026 - budget allowing.
4. **Garage Roller Door** - Pending warranty repair works have been completed, and the door is now functional. It may be operating somewhat slower than before; however, the technicians advise that this is normal due to the specific type of motor used, which is designed to reduce friction on the motor parts. This approach helps to prolong the lifespan of the motor and maintain reliable operation over time.
5. **Minor Building Mtce** - Slate tiles attached to facade of unit 32, besser block front wall, coming loose and works are planned to replace the slate tiles.
6. **Storage Cages** - A reminder for lot owners and their tenants where relevant, to ensure items are **not** stored outside storage cages in car bays. Car bays are for vehicles only, no exception. This is a clear OH&S and fire safety hazard and the OC will be breaching lot owners and/or their occupants who fail to comply.
7. **Lot Renovations** - Any lot owner and/or occupant planning renovation works must complete and submit a lot modification request form. This form can be accessed via the link below or obtained from the strata manager. A copy is also attached to this AGM notice. This process ensures compliance with building regulations and helps with insurance coverage. Proper documentation and approval protect against potential disputes and ensure that modifications meet safety standards: <https://picagroup.com.au/forms-and-applications/lot-improvement-and-renovation-request/>
8. **Pet Application Form** -

The pet application form is a procedural step, introduced in response to recent complaints about barking dogs onsite and in accordance with the NAUTICA OC registered rules - see section 4.1.2 on page 7. All owners receive a copy of these rules at time of purchase. This formality is not necessarily intended to approve or deny pet ownership but to ensure that all pets using common areas are properly registered with the Owners Corporation.

Key Reasons for a Pet Register:

- **Accurate Record-Keeping:** Maintaining a register allows the Owners Corporation to keep up-to-date records of all pets residing on the property. This is essential for quickly addressing any complaints or incidents involving pets, such as defecation, aggression, or property damage.
- **Safeguard Against Liability:** The register acts as a safeguard for the Owners Corporation in the event of public liability claims or nuisance complaints. Accurate records can help demonstrate responsible management and due diligence.
- **Assessment of Property Damage:** By knowing which pets are present, the Owners Corporation can better assess and address any potential damage to common property caused by pets.

- **Community Harmony:** Ensuring all pets are registered helps promote responsible pet ownership and minimises the risk of nuisance to neighbours and the broader community.

14 NEXT MEETING

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

Signed (lot owner(s) or proxy holder)* <i>*By signing the this form you declare that you have the right to vote on behalf of all owners for this lot.</i>	
Printed name(s)	
Date	

Note 1: The lot owner has the right to appoint a proxy.

Note 2: If voting as a proxy or under a power of attorney, please ensure that the Secretary is provided with a copy of the proxy form or power of attorney with your voting form.

Note 3: If a quorum is not present at this meeting (i.e. at least 50% of the total votes or at least 50% of the total lot entitlement for the owners corporation), all resolutions will be interim decisions only. Under section 78(4) of the **Owners Corporations Act 2006**, interim resolutions will become resolutions of the owners corporation 29 days from the date of the interim resolution, unless notice of a special general meeting is given within that 29 days. If notice of a special general meeting is given within that 29 day period, the interim resolution will not become a resolution of the owners corporation (and cannot be acted on) until the resolution is confirmed at the special meeting (which must be held within 28 days after the notice is given) or, if the special meeting is not held, until the end of that 28 day period.

Note 4: If you choose to abstain, your vote will not be included in a show of hands or on a poll, and your vote will not be counted towards the required majority.

Note 5: You, your company nominee or any person having authority to vote in respect of you cannot vote on a motion for an ordinary resolution, unless any amounts owing to the owners corporation have been received (financial member) 4 business days before the meeting.

The right to vote on a special or unanimous resolution is retained irrespective of the financial status of the lot.

Ace Body Corporate Consulting
ABN 50108688231

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Ph:(03)85861300



MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No PS616638P

86-88 Beach Road (Nautica)
86-88 Beach Road, SANDRINGHAM VIC, VIC, 3191

These are the minutes of the Annual General Meeting for Owners Corporation Plan No PS616638P
held at Meeting URL: Video Conference: <https://meetings.picagroup.com.au/>

Meeting ID: 440 846 800 567 0

Passcode: ti3bw6KC commenced at 4:00 PM on Wednesday 05 November 2025.

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 & Sharon M Minihan (in attendance)
5	Mirko Susnja, Megan Susnja (in attendance and paper vote submitted)
6	Stephen Hands (online pre-vote)
7	Annemaree Wicks (online pre-vote)
8	Ms Rosemary Elise Sheppard (in attendance)
9	Martin & Jane Rodgers (in attendance and paper vote)
11	Malcolm & Estelle Fordham (paper vote submitted)
17	Mary Louise O Connore (in motion 6)
18	Jessica Jean April Oates, Benjamin John Puls (in attendance)
23	Angie O'Byrne (online pre-vote)
24	John Rowell & Lynne Rowell (in attendance)
26	JAQUI INVESTMENTS P/L (online pre-vote)
28	Lynne Rowell (proxy present for Joanne Marie Worrad)
31	Ilana Melnikov (in attendance)

Present by Proxy

<u>Lot</u>	<u>In Favour of:</u>
Joanne Marie Worrad - Lot 28	Lynne Rowell

Apologies

In Attendance

Emily MacKintosh 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

Emily MacKintosh

Motions

1	APPOINTMENT OF A CHAIRPERSON	
1.1	Appointment of A Chairperson	Ordinary Resolution
	That the Owners Corporation appoint a chairperson of the Annual General Meeting.	
	Motion Result: Motion CARRIED.	
	Voting:	Affirmative: 13 Negative: 0 Abstained: 0
2	MINUTES	
2.1	Minutes of Last AGM	Ordinary Resolution
	That the Minutes of the last Annual General Meeting of the Owners Corporation held 13 November 2024 be adopted and confirmed as a true record and account of the decisions made at that meeting.	
	Motion Result: Motion CARRIED.	
	Voting:	Affirmative: 13 Negative: 0 Abstained: 0
3	REPORTS	
3.1	Committee Report	Ordinary Resolution
	In accordance with sections 71(2)(h) and 115 of the Owners Corporations Act 2006, please find a copy of the Committee Report.	
	Motion Result: Motion CARRIED.	
	Voting:	Affirmative: 13 Negative: 0 Abstained: 0
3.2	Managers Report	Ordinary Resolution
	In accordance with sections 71(2)(h) of the Owners Corporations Act 2006, please find attached to the notice a copy of the Owners Corporation Manager's Report.	
	Motion Result: Motion CARRIED.	
	Voting:	Affirmative: 13 Negative: 0 Abstained: 0
3.3	Dispute Resolution Report	Ordinary Resolution
	In accordance with sections 71(2)(h) and 159 of the Owners Corporations Act 2006 the Owners Corporations discloses the below Dispute Resolution Report.	
	Motion Result: Motion CARRIED.	
	Voting:	Affirmative: 3 Negative: 0 Abstained: 10
3.4	Penalty Interest	Ordinary Resolution
	In accordance with sections 71(2)(h) and 29(4) of the Owners Corporations Act 2006 \$22 of penalty interest was waived.	
	Motion Result: Motion CARRIED.	
	Voting:	Affirmative: 12 Negative: 0 Abstained: 1
3.5	Expenditure from the Maintenance fund	Ordinary Resolution

In accordance with sections 71(2)(h) and 39 of the Owners Corporations Act 2006, please see the attached financial report outlining the expenditure from the Maintenance fund.

Expenditure

Exterior Finishes - paints/finishes	142,340.00
Garage Door Maintenance	3,075.00
Minor Building Maintenance	0.00
Roof	2,718.50
Security Services	0.00
Total Maintenance Fund Expenditure	148,133.50

Motion Result: Motion CARRIED.

Voting: Affirmative: 13 Negative: 0 Abstained: 0

4 AUDITOR

4.1 Annual Financial Review / Audit

Ordinary Resolution

That the Owners Corporation acknowledges the statutory requirement for the completion of a review, or at the discretion of the committee an audit, of the annual financials reports for the financial year ending 31/08/2026.

NOTE: the 2024-25 annual financial statements audit is currently being undertaken as approved last year, once the audit is finalised the report will be issued to the committee for review and further instruction if need be In Victoria, owners corporations (OCs) must have their financial statements audited at the end of each financial year if they are Tier 1 (100+ lots) or Tier 2 (51-100 lots). All other owners corporations, from Tier 3 to 5, are not mandatory to have an audit, but can resolve to have one by an ordinary resolution at an Annual General Meeting (AGM). Audits must be performed by a registered company auditor or an accredited accountant. This building is a tTier 3 class.

OC Manager confirmed that the audit had been successfully completed without issue, copies of the audit report by Kelly And Partners will be circulate with these meeting minutes for owner records.

Motion Result: Motion CARRIED.

Voting: Affirmative: 13 Negative: 0 Abstained: 0

5 FINANCIAL STATEMENTS

5.1 Financial Statements

Ordinary Resolution

That the financial statements for the period ending 31 August 2025 (which report total memb \$8,256.42 as per report attached) be adopted.

Motion Result: Motion CARRIED.

Voting: Affirmative: 13 Negative: 0 Abstained: 0

6 DETERMINATION OF BUDGET AND FEES

6.1 Budget and Fees - Operation

Ordinary Resolution

In accordance with sections 23 (1), 71 (2) (d) and 71 (2) (f) of the Owners Corporations Act 2006, the budget for the financial year commencing 1 September 2025 at the amount **\$211,741.00 (incl. GST)**, be adopted and that fees be charged in accordance with the lot liability schedule as per the plan of sub-division with fees charged quarterly/biannually in advance.

Note: Lot 17 – **Mary Louise O Connor** joined meeting at motion 6.

The owners corporation budget will continue until the next approved budget.

Motion Result: Motion CARRIED.

Voting: Affirmative: 13 Negative: 0 Abstained: 1

6.2 Budget and Fees - Maintenance Fund

Ordinary Resolution

In accordance with sections 23 (2), 71 (2) (d) and 71 (2) (f) of the Owners Corporations Act 2006, the budget for the financial year commencing 1 September 2025 at the amount **\$74,900.00 (incl. GST)**, be adopted and that fees be charged in accordance with the lot liability schedule as per the plan of sub-division with fees charged quarterly/biannually in advance.

Motion Result: Motion CARRIED.

Voting: Affirmative: 13 Negative: 0 Abstained: 1

7 PENALTY INTEREST AND DEBT MANAGEMENT

7.1 Charging of Penalty Interest

Ordinary Resolution

That the Owners Corporation confirm to charge penalty interest in accordance with section 29 under Part 3 of Owners Corporations Act 2006 Part 3.

Motion Result: Motion CARRIED.

Voting: Affirmative: 14 Negative: 0 Abstained: 0

7.2 Waiver of Penalty Interest and Late Payment Fees

Ordinary Resolution

That the owners corporation authorise the owners corporation manager, when finalising outstanding fees, charges and contributions, to waive from the lot ledger, penalty interest up to **\$100**. This waiver is only applicable to lots that have not received any waiver of penalty interest in the past two (2) years. All other amounts will require approval of the committee. Any waived penalty interest must be fully paid, with the credit being carried forward and applied to future fees, charges and contributions.

Motion Result: Motion CARRIED.

Voting: Affirmative: 14 Negative: 0 Abstained: 0

7.3 Debt Management

Ordinary Resolution

That the owners corporation delegate the authority to the owners corporation manager to enter the lot owner/s and owners corporation into a payment arrangement where the outstanding balance of fees, charges and contributions 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, charges and contributions being paid on-time and in full.

The owners corporation further authorise:

- a. the owners corporation manager to arrange for the issue of debt collection and legal proceedings against the owner/s of lot/s in arrears, and
- b. debt collection and legal cost/s of these proceedings to 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 (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 Act or Regulations or the Rules of the Owners Corporation, and
- d. that the owners corporation may recover from any instigating lot owner the cost of any works undertaken for the use of that lot such as, but not limited to, Title searches, key issue/recovery, attendance to record searches, or other incidentals.

Motion Result: Motion CARRIED.

Voting: Affirmative: 14 Negative: 0 Abstained: 0

8 INSURANCES

8.1 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
02GS037126	Chubb Insurance Australia Pty Ltd	17 Aug 2026	Fidelity Guarantee Insurance	\$100,000.00
			Loss Of Rent/Temporary Accommodation	\$4,426,425.00
			Common Area Contents	\$42,000.00
			Damage (i.e. Building) Policy	\$29,509,500.00
			Personal Accident/Voluntary Workers	\$200,000.00 / \$2,000.00
			Office Bearers Liability Insurance	\$5,000,000.00
			Property, Death and Injury (Public Liability)	\$30,000,000.00
TOTAL PREMIUM: \$91,902.82				

Motion Result: Motion CARRIED.

Voting: Affirmative: 13 Negative: 0 Abstained: 1

8.2 Informed Consent

Ordinary Resolution

That the Owners Corporation provide **informed consent** for BCB as the insurance broker, to obtain quotations from insurers including commission in relation to the placement, renewal, and variation of the strata insurance policy.

A portion of this commission may be shared with the Agent, as an Authorised Representative of BCB as per the terms of your management agreement.

The exact amount or percentage of commission payable will be disclosed in the Insurance Report provided with each renewal or quotation.

The Owners Corporation further authorises the Managing Agent to retain records of this consent on behalf of the scheme for compliance with ASIC regulatory requirements.

Motion Result: Motion CARRIED.

Voting: Affirmative: 13 Negative: 0 Abstained: 1

8.3 Acknowledge Insurance Valuation

Ordinary Resolution

That the Owners Corporation acknowledge the insurance valuation report dated 29 February 2024 with a recommended building sum insured of \$28,650,000.00 and provided in accordance with sections 71(2)(h) and 65(3) of the Owners Corporations Act 2006.

Motion Result: Motion CARRIED.

Voting: Affirmative: 13 Negative: 0 Abstained: 1

8.4 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: 13 Negative: 1 Abstained: 0

9 ENGAGEMENT OF CONTRACTORS

9.1 Engagement of Contractors

Ordinary Resolution

That the Owners Corporation acknowledges that the owners corporation 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: 13 Negative: 1 Abstained: 0

10 ESSENTIAL SAFETY

10.1 Essential Safety

Ordinary Resolution

That the Owners Corporation will review its mandatory responsibility in accordance with the Victorian Building Regulations 2018 (Parts 9, 9A & 13) and Occupational Health and Safety Act 2004 (section 21) 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: 13 Negative: 0 Abstained: 1

11 USE OF COMMON SEAL

11.1 Use of Common Seal

Ordinary Resolution

That the Owners Corporation authorise the destruction of the common seal as it is no longer a requirement under section 18A of the Owners Corporations Acts 2006.

Motion Result: Motion CARRIED.

Voting: Affirmative: 4 Negative: 0 Abstained: 10

12 COMMITTEE

12.1 To Elect a Committee

Ordinary Resolution

That, pursuant to sections 100 and 103(1) of the Owners Corporations 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: 13 Negative: 0 Abstained: 1

12.2 Election of Committee

Ordinary Resolution

In accordance with section 103(1A) 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: 13 Negative: 0 Abstained: 1

NOTES: Those present determined to elect the following self nominated committee members to the committee:

Lot 5 – Megan Susnja
Lot 8 – Rosemary Sheppard
Lot 9 – Jane Rodgers
Lot 11 – Macolm Fordham
Lot 17 – Mary O Connor
Lot 24 – Lynne Rowell

12.3 Committee To Elect a Chairperson

Ordinary Resolution

In accordance with sections 98(2) and 105 of the Owners Corporations Act 2006 the Owners Corporation elect a Chairperson of the Owners Corporation at the first Committee meeting.

In accordance with section 98(1) of the Owners Corporations Act 2006, where a committee has not been elected, the Owners Corporation elects a Chairperson of the Owners Corporation.

Motion Result: Motion CARRIED.

Voting: Affirmative: 13 Negative: 0 Abstained: 1

NOTES: Those present determined to elect Jane Rodgers to position of committee Chairperson.

12.4 Committee To Elect a Secretary

Ordinary Resolution

In accordance with sections 99(2) and 107 of the Owners Corporations Act 2006 the Owners Corporation appoint a Secretary of the Owners Corporation at the first Committee meeting.

In accordance with section 99(1) of the Owners Corporations Act 2006, where a committee has not been elected, the Owners Corporation elects a Secretary of the Owners Corporation.

Motion Result: Motion CARRIED.

Voting: Affirmative: 13 Negative: 0 Abstained: 1

NOTES: Those present determined to elect Megan Susnja as committee Secretary.

12.5 Delegation of Powers to Committee**Ordinary Resolution**

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

Motion Result: Motion CARRIED.

Voting: Affirmative: 13 Negative: 0 Abstained: 1

12.6 Committee to also serve as Grievance Committee**Ordinary Resolution**

That the members of the Owners Corporation Committee be elected as members of the grievance committee to resolve any dispute that may arise in accordance with Part 10 of the Owners Corporations Act 2006 pursuant to Schedule 2, Section 7 of the Owners Corporations Regulations 2018.

Motion Result: Motion CARRIED.

Voting: Affirmative: 14 Negative: 0 Abstained: 0

13 GENERAL BUSINESS

1. **Exterior Painting Works** - These works have now been completed; we thank everyone for their assistance with ensuring easy access for the painters. If you find any areas of concern please report them to the strata manager ASAP.
2. **Front Foyer Door** –Committee approved quote for amount of \$9,763.16 inc GST from AAA Doors – works confirmed as completed and in good working order.
3. **Common Area Interior Design Works** - Committee has engaged colour consultant and interior design person to provide advice, the recommended paint colour for internal common areas is half Lexicon (Dulux Paint). There are also 3 x quotes for carpet and underlay replacement in main common area foyer and passageways. The maintenance fund is to fund these planned works, to be undertaken just after the 1st quarter of 2026 - budget allowing.
4. **Garage Roller Door** - Warranty repair works have been completed, and the door is now functional. It may be operating somewhat slower than before; however, the technicians advise that this is normal due to the specific type of motor used, which is designed to reduce friction on the motor parts. This approach helps to prolong the lifespan of the motor and maintain reliable operation over time.
5. **Minor Building Mtce** - Slate tiles attached to facade of unit 32, besser block front wall, coming loose and works are planned to replace the slate tiles. AMS Builder to send quote to committee for review.
6. **Storage Cages** - A reminder for lot owners and their tenants where relevant, to ensure items are **not** stored outside storage cages in car bays. Car bays are for vehicles only, no exception. This is a clear OH&S and fire safety hazard and the OC will be breaching lot owners and/or their occupants who fail to comply.
7. **Lot Renovations** - Any lot owner and/or occupant planning renovation works must complete and submit a lot modification request form. This form can be accessed via the link below or obtained from the strata manager. This process ensures compliance with building regulations and helps with insurance coverage. Proper documentation and approval protect against potential disputes and ensure that modifications meet safety standards: <https://picagroup.com.au/forms-and-applications/lot-improvement-and-renovation-request/>
8. **Pet Application Form** - The pet application form is a procedural step, introduced in response to recent complaints about barking dogs onsite and in accordance with the NAUTICA OC registered rules - see section 4.1.2 on page 7. All owners receive a copy of these rules with the notice of AGM and at time of purchase. This formality is not necessarily intended to approve or deny pet ownership but to ensure that all pets using common areas are properly registered with the Owners Corporation.
9. **Insurance Claim** –The committee has requested further information regarding the insurance claim for the damaged roller door, which has been settled and paid out to the Owners Corporation through its building insurance policy. They would also like an update on the progress of **reimbursement from the responsible party's insurance company to CHUBB** as clarification on future impact to **the Owners Corporation's claims history**.
10. **Irrigation** –**It was noted that there have been ongoing issues with the irrigation system** automatic function. An irrigation technician recently attended the site to carry out repairs, with the Owners Corporation covering the associated invoice. The issue now appears to be resolved; however, the newly elected committee will continue to monitor the system to ensure it remains fully operational.

14 NEXT MEETING

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

Closure

There being no further business the Chairperson declared the meeting closed at 4.47 PM.

**Independent Auditor's Report
To the Owners of Owners Corporation Plan No 1 3 P**

Opinion

We have audited the financial report of Owners Corporation Plan No 1 3 P as at 31 August 2024, the income statement and the balance sheet as at 31 August 2024, the cash flow statement and the notes to the financial statements, and the related financial information which may be included in the financial report.

In our opinion, the accompanying financial statements of Owners Corporation Plan No 1 3 P as at 31 August 2024, the income statement and the balance sheet as at 31 August 2024, the cash flow statement and the notes to the financial statements, and the related financial information are presented fairly in all material aspects in accordance with the accounting standards.

Basis for Opinion

We conducted our audit in accordance with the Australian Auditing Standards. Those standards require that we comply with the ethical requirements of the Auditing Standards Board (ASB) of the Institute of Chartered Accountants in Australia (CA ANZ) in relation to independence, integrity, objectivity and confidentiality. We have also fulfilled our other duties in accordance with the ASB's Auditing Standards.

We believe that the audit evidence we have obtained is sufficient to support our opinion.

Emphasis of matter – Basis of Accounting

We draw attention to the notes to the financial statements which disclose the basis of accounting used in the preparation of the financial statements. The basis of accounting is the accrual basis of accounting. Our opinion is not modified in respect of this matter.

Other matters

The balances for the year ended 31 August 2024 are disclosed as audited. The balances for the year ended 31 August 2023 are disclosed as unaudited.

Responsibilities of the Owners Corporation for the Financial Report

The Owners Corporation is responsible for the preparation and presentation of the financial statements in accordance with the accounting standards. It is also responsible for ensuring that the accounting policies are applied consistently and that the financial statements are prepared on a going concern basis. The Owners Corporation is also responsible for ensuring that the financial statements are prepared on a going concern basis.

In preparing the financial report, the Owners Corporation has assumed that it will continue as a going concern, and that the financial statements are prepared on a going concern basis. The Owners Corporation has also assumed that the financial statements are prepared on a going concern basis.

Auditor's Responsibilities for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error, and to issue an opinion on the financial statements. Reasonable assurance is not a guarantee that the financial statements are free from misstatement. Misstatements can arise from fraud or error, and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report.

As part of an audit in accordance with the Australian Auditing Standards, we are required to identify and maintain professional scepticism throughout the audit.

We identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain sufficient appropriate audit evidence to support our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for error, as fraud may involve collusion, forgery, intentional omissions, misstatements, or the override of internal controls.

We obtain an understanding of the internal control system of the entity to design the audit procedures that are appropriate in the circumstances, but not to provide an opinion on the effectiveness of the Plan's internal control.

We evaluate the appropriateness of the accounting estimates and related disclosures made by the Owners Corporation.

We conclude on the appropriateness of the accounting and, based on the audit evidence obtained, we issue an opinion on the financial statements. If we conclude that there is a material misstatement, we modify our opinion. If we conclude that the auditor's report to the relevant parties is inadequate, to modify our opinion on the financial statements, we issue a qualified opinion, a disclaimer of opinion, or an adverse opinion. If we conclude that the financial statements are not reliable, we issue a disclaimer of opinion. If we conclude that the financial statements are not reliable, we issue a disclaimer of opinion. If we conclude that the financial statements are not reliable, we issue a disclaimer of opinion.

We evaluate the overall presentation of the financial statements, and whether the financial statements are presented in a manner that achieves fair presentation.

We communicate with the Owners Corporation regarding the results of our audit, the timing of the audit and significant findings, and we identify during our audit.

Kelly Partners Assurance Services

Silke Hol

Registered Auditor Number 13
North Sydney

Dated 22 October 2022

ANNUAL FINANCIAL STATEMENTS

For the period 1 September 2024 to 31 August 2025

Prepared For

86-88 Beach Road (Nautica)

Plan No. PS616638P

86-88 Beach Road
SANDRINGHAM VIC
VIC 3191

Manager

Emily MacKintosh
Ace Body Corporate Consulting



Printed

13 October 2025

Balance Sheet

Administrative & Maintenance Fund

Owners Corporation for Plan No. PS616638P

As at 31st August 2025

86-88 Beach Road SANDRINGHAM VIC VIC 3191

ABN/ACN 81246205413

Assets		2025	2024
Cash		94,583.51	123,823.05
Investment Account	Note 9	27,580.71	39,843.71
Prepaid Expenses	Note 10	1,282.25	1,221.19
Accounts Receivable	Note 11	13,793.57	3,386.00
Levies in Arrears	Note 12	138.39	44.00
GST Asset		9,371.99	9,620.04
Total Assets		\$ 146,750.42	\$ 177,937.99

Liabilities

Levies in Advance	Note 14	41,953.38	37,462.89
Holding Account		0.00	78,587.53
Accounts Payable Liability	Note 15	94,396.63	7,113.16
Unallocated Monies Received	Note 13	40.04	5,893.69
Accrued Expenses	Note 16	3,804.79	3,090.60
GST balance to disburse		49.16	111.02
Total Liabilities		\$ 140,244.00	\$ 132,258.89

Net Assets	\$ 6,506.42	\$ 45,679.10
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Equity

Administrative Fund	(89,306.34)	(150,808.82)
Maintenance Fund	95,812.76	196,487.92
Total Equity	\$ 6,506.42	\$ 45,679.10

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AUDIT

Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. PS616638P

1 September 2024 to 31 August 2025

86-88 Beach Road SANDRINGHAM VIC VIC 3191

ABN/ACN 81246205413

Income	Actuals	Budget	Actuals
	01/09/24 31/08/25	01/09/24 31/08/25	01/09/23 31/08/24 (PRIOR YEAR)
Levies - normal	178,905.28	178,905.20	178,905.28
Levies - other	982.02	0.00	1,514.60
Mutual Revenue - penalty interest	84.27	0.00	183.62
Mutual Revenue - reimbursement	(1,767.97)	0.00	5,688.90
Mutual Revenue - security devices	78.09	0.00	0.00
Non-Mutual Revenue - bank interest	638.09	0.00	0.00
Sundry Revenue - discharge insurance claim	139,096.32	0.00	0.00
Taxes, Fees & Charges - GST rounding	(0.14)	0.00	(0.26)
Total Administrative Fund Income	318,015.96	178,905.20	186,292.14

Expenditure

Accountant - BAS/IAS fees	0.00	0.00	0.00
Accountant - audit fees	1,150.00	0.00	0.00
Administrative Fees & Charges - banking/internet f...	973.64	500.00	442.00
Administrative Fees & Charges - fixed disbursemen...	1,753.21	2,380.00	2,186.36
Automatic Door Maintenance	2,729.40	1,300.00	1,298.40
Bank Fees & Charges - application fees	0.00	0.00	60.00
Bank Fees & Charges - interest charges	0.00	6,800.00	6,775.54
Caretaking Services	8,503.64	7,350.00	7,140.00
Cleaning Service - windows	0.00	0.00	1,090.92
Committee Expenses	370.88	0.00	0.00
Consultant	1,650.00	0.00	3,711.01
Consultant - Long Term Maintenance Plan (LTMP)	0.00	0.00	3,550.00
Consultant - other	0.00	0.00	0.00
Debt Collection Service	0.00	750.00	816.36
Electrical Repairs	4,059.91	0.00	0.00
Electricity	4,936.29	4,450.00	4,431.41
Exterior Finishes - paints/finishes	270.00	0.00	4,300.00
Fire Protection Services	7,863.00	12,000.00	11,352.79
Fire Protection Services - compliance certification	220.00	0.00	220.00
Fire Protection Services - monitoring	3,702.88	2,000.00	0.00
Garage Door Maintenance	1,630.00	3,000.00	7,575.00
Garden/Lawn Maintenance	0.00	0.00	0.00
Garden/Lawn Maintenance - gardening	13,384.83	9,500.00	8,900.24
Insurance Claim - excess	9,090.91	0.00	0.00
Insurance Claim - paid	5,707.68	0.00	495.00
Insurance Premiums	84,114.45	80,500.00	79,017.52
Intercom & Security System	585.00	500.00	195.00
Interior Designer	350.00	0.00	0.00
Irrigation & Drainage Systems	566.00	800.00	1,886.00
Legal Services	0.00	500.00	0.00
Lift Maintenance	8,022.29	8,000.00	7,755.68
Minor Building Maintenance	4,404.54	8,000.00	2,826.99
Minor Building Maintenance - Insurance Claim Work	900.00	0.00	0.00
Pest Control Services	600.00	500.00	0.00
Plumbing Maintenance	6,981.25	2,000.00	3,944.90

Income and Expenditure Statement (continued)

Administrative Fund

Owners Corporation for Plan No. PS616638P

1 September 2024 to 31 August 2025

86-88 Beach Road SANDRINGHAM VIC VIC 3191

ABN/ACN 81246205413

Expenditure	Actuals	Budget	Actuals
	01/09/24 31/08/25	01/09/24 31/08/25	01/09/23 31/08/24 (PRIOR YEAR)
Pumps, Generators & Motors - service contract	790.00	1,500.00	0.00
Reimbursement	215.39	0.00	261.56
Security Services	33,096.00	0.00	66,276.00
Signs	0.00	0.00	60.00
Strata Manager - Insurance Claims	1,070.66	0.00	716.97
Strata Manager - Investment Management	86.52	0.00	0.00
Strata Manager - Taxation Management	1,431.81	1,300.00	1,212.72
Strata Manager - Trades Monitor/Compliance Fee	210.00	0.00	188.93
Strata Manager - additional services	6,855.84	2,000.00	3,570.91
Strata Manager - debt recovery	965.49	0.00	713.59
Strata Manager - management fees	11,454.55	12,027.27	12,027.27
Strata Manager - work order/quotes	909.00	300.00	1,689.00
Structural - Engineer	0.00	0.00	660.00
Sundry Expenditure	850.09	0.00	393.35
Taxes, Fees & Charges - GST rounding	0.10	0.00	(0.78)
Taxes, Fees & Charges - income tax	0.00	0.00	114.60
Telephone & Internet Services	1,257.70	1,000.00	955.80
Trees & Shrubs - Tree Removal	0.00	0.00	1,000.00
Valuer - insurance valuation	0.00	0.00	575.00
Waste Management Services	19,083.00	18,000.00	16,348.00
Water	2,444.80	1,600.00	1,543.55
Windows - cleaning	1,272.73	1,500.00	0.00
Total Administrative Fund Expenditure	256,513.48	190,057.27	268,277.59
Surplus / Deficit for period	61,502.48	(11,152.07)	(81,985.45)

Summary

Opening Balance as at 1 September 2024	(150,808.82)
Total Revenue during period	318,015.96
Total Expenditure during period	(256,513.48)
Administrative Fund balance as at 31 August 2025	(\$ 89,306.34)



Income and Expenditure Statement

Maintenance Fund

Owners Corporation for Plan No. PS616638P

1 September 2024 to 31 August 2025

86-88 Beach Road SANDRINGHAM VIC VIC 3191

ABN/ACN 81246205413

Income	Actuals	Budget	Actuals
	01/09/24 31/08/25	01/09/24 31/08/25	01/09/23 31/08/24 (PRIOR YEAR)
Investment Transactions - interest received	1,540.70	0.00	1,512.91
Levies - normal	68,090.44	68,090.91	0.00
Mutual Revenue - penalty interest	30.70	0.00	0.00
Total Maintenance Fund Income	69,661.84	68,090.91	1,512.91
Expenditure			
Exterior Finishes - paints/finishes	151,600.00	0.00	0.00
Fire Protection Services	3,450.00	0.00	0.00
Garage Door Maintenance	3,075.00	0.00	0.00
Minor Building Maintenance	6,775.00	0.00	2,400.00
Roof	5,437.00	0.00	0.00
Security Services	0.00	0.00	27,987.00
Total Maintenance Fund Expenditure	170,337.00	0.00	30,387.00
Surplus / Deficit for period	(100,675.16)	68,090.91	(28,874.09)

Summary

Opening Balance as at 1 September 2024	196,487.92
Total Revenue during period	69,661.84
Total Expenditure during period	(170,337.00)
Maintenance Fund balance as at 31 August 2025	\$ 95,812.76

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AUDIT

Notes To Financial Statements

Owners Corporation for Plan No. PS616638P

86-88 Beach Road SANDRINGHAM VIC VIC 3191

ABN/ACN 81246205413

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners.

- (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption.
- (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 GST Rounding

Any items shown as "GST Rounding" in the Income and Expenditure Statement represents the rounded amount not included in any amounts paid to the ATO when calculating GST transactions. This amount is net of GST.

Note 8 GST balance to collect

Any items shown as "GST balance to collect" in the Balance Sheet represents the GST portion of any invoices that are due and accrue in the next financial year. EG. Interim contributions issued in this reporting period that are for a levy period in the next financial year. The invoice (net of GST) is not an asset as the accrual period has not started. However the GST portion is considered both an asset and a liability as at the invoice date. The asset is reported as "GST balance to collect".

Note 9 Investment Account

Detail	Amount
MBL 183334 286301346 4.70% TD M29/09/2025 CLOSED	27580.71
	\$ 27,580.71

Note 10 Prepaid Expenses

Detail	Amount
Ace Body Corporate Consulting Management Fees & Fixed Disbursements	1282.25
	\$ 1,282.25



These notes (other than notes added by the owners corporation manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants. The accuracy of data used to generate the accounts is the responsibility of the software user.

Notes To Financial Statements

Owners Corporation for Plan No. PS616638P

86-88 Beach Road SANDRINGHAM VIC VIC 3191

ABN/ACN 81246205413

Note 11 Accounts Receivable

Detail	Amount
ATO (VIC, TAS, WA & SA) GST Received/PAYG withholding	13781.00
TELSTRA CORPORATION LIMITED Credit refund 6259619210	12.57
	\$ 13,793.57

Note 12 Levies in Arrears - also see note 2

Detail	Amount
Lot: 27 Unit: 27	138.39
	\$ 138.39

Note 13 Unallocated Monies Received - also see note 3

Detail	Amount
Lot: 9 Unit: 9	40.04
	\$ 40.04

Note 14 Levies in Advance - also see note 2

Detail	Amount
Lot: 4 Unit: 4	1997.78
Lot: 5 Unit: 5	1997.78
Lot: 8 Unit: 8	1997.78
Lot: 9 Unit: 9	1997.78
Lot: 10 Unit: 10	1997.78
Lot: 11 Unit: 11	1997.78
Lot: 13 Unit: 13	1997.78
Lot: 14 Unit: 14	1997.78
Lot: 15 Unit: 15	1997.78
Lot: 16 Unit: 16	1997.78
Lot: 19 Unit: 19	1997.78
Lot: 21 Unit: 21	1997.78
Lot: 23 Unit: 23	1997.78
Lot: 25 Unit: 25	1997.78
Lot: 26 Unit: 26	1997.78
Lot: 28 Unit: 28	1997.78
Lot: 29 Unit: 29	1997.78
Lot: 30 Unit: 30	1997.78
Lot: 31 Unit: 31	1997.78
Lot: 33 Unit: 33	1997.78
Lot: 34 Unit: 34	1997.78
	\$ 41,953.38

Note 15 Accounts Payable Liability

Detail	Amount
1st Energy Pty Ltd Electricity charges (please 18/06/2025 - 16/09/2025	741.51
Body Corporate Brokers Pty Ltd (Accounts) Insurance Premium 17/08/2025 - 17/08/2026	91902.82
Waste Wise Environmental Pty Ltd ACC 309.000 Monthly Waste Service 01/08/2025 - 31/08/2025	1752.30
	\$ 94,396.63

Note 16 Accrued Expenses

Detail	Amount
Accrual for under charged management fee	2054.79
Accrual for Reeder Property INV3387	600.00
Accrual for audit fee	1150.00
	\$ 3,804.79

Summary

Closing Ledger Balance	14,709.39
Reconciled Bank Balance	14,709.39
Variance:	0.00

Ledger

Opening Balance	117,391.89
Plus Receipts	628,068.90
Less Payments	730,751.40
Closing Balance	14,709.39

Bank Account (BSB: 183-334 Account #: 2136-14514)

Bank Balance at 31/08/2025	94,583.51
Plus Outstanding Receipts - General Ledger	13,781.00
Less Outstanding Payments - General Ledger	93,655.12
Reconciled Bank Balance	14,709.39

Outstanding Receipts - General Ledger

Date	Reference	Amount
20/07/2025	- GST Received/PAYG withholding	13781.00
Total		13,781.00

Outstanding Payments - General Ledger

Date	Payment Reference	Amount
18/08/2025	2334 - Insurance Premium 17/08/2025 - 17/08/2026	91902.82
31/08/2025	2343 - ACC 309.000 Monthly Waste Service 01/08/2025 - 31/08/2025	1752.30
Total		93,655.12





The Owners Corporation
86-88 Beach Road
Sandringham

Via email: emily.mackintosh@acebcm.com.au

Dear Owners Corporation Manager

Cladding Safety Victoria (CSV) is writing to the Owners Corporation at 86-88 Beach Road, Sandringham regarding your building's status in the Cladding Rectification Program.

As you will be aware, CSV was established in 2019 by the Victorian Government to assist owners corporations of Class 2 residential buildings (three storeys and above) with the rectification of combustible cladding, potentially with funding for the higher risk cases. Buildings considered to be in the higher risk categories are referred to CSV by the Victorian Building Authority (VBA) or the relevant Municipal Building Surveyor (MBS). CSV has also identified a number of buildings for further investigation to determine eligibility and priority.

CSV has assessed the cladding risk on this building using its Cladding Risk Prioritisation Model (CRPM) and Protocols for Mitigating Cladding Risk (PMCR). These were developed through the combined capabilities of the Commonwealth Scientific and Industrial Research Organisation (CSIRO) Data61, RMIT University and a CSV panel of building and fire safety experts. These measures have been included in the Cladding Risk Mitigation Framework and are Victorian Government policy, backed by Minister's Guideline 15. Application of the model to a specific building demonstrates how cladding contributes to building fire risk in its own right (i.e. independent of other risk factors).

CSV has assessed the cladding on your building as a low risk of fire spread and has formed the view that no remedial action is required. On 29 November 2024 Bayside City Council advised that Council is supportive of the findings of CSV's assessment. A copy of the report is attached.

The purpose of this letter is to confirm that your building has been formally discharged from CSV's Cladding Rectification Program. This advice is being shared with the VBA and Bayside City Council. We remind owners of the ongoing responsibility for fire safety, and particularly the maintenance of Essential Safety Measures. If you have questions about any of the matters raised in this letter, please contact CSV's Senior Customer Liaison Officer via the details below:

CSV Senior Customer Liaison Officer:	Vanessa Thompson
Telephone:	03 9204 4942
Email:	vanessa.thompson@claddingsafety.vic.gov.au

Yours sincerely,

A handwritten signature in blue ink, appearing to read "John Kent", is positioned above a horizontal blue line.

John Kent
Director, Stakeholder Engagement and Communications
Cladding Safety Victoria

Date: **02-Dec-2024**

Cladding Safety Victoria
PO Box 23392
Docklands Victoria 8012
Telephone: 1300 456 542
Email: support@claddingsafety.vic.gov.au

OFFICIAL Sensitive



BASIC
.expert

SUITE 84 21 HALL STREET
PORT MELBOURNE VIC 3207
T: 1300 077 959
E: INFO@BASIC.EXPERT

28 July 2023



86 88 Beach Road, Sandringham [Taken by Musa Saeed of Basic Expert on 3 Febraury 2023]

Client	OCPS616638 c/o Ace Body Corporate Management
Location	86 88 Beach Road, Sandringham
Author	Musa Saeed & Bill Gleeson
Scope	Evaluation of cladding fire safety
Revision No	1.0
Distribution	Jade Bolton

Revision No	Written by	Reviewed by	Reviewed and approved by	Date	Comments
DRAFT	MS	NA, ES	BG (PE0003294)	26 July 2023	First draft for client review
1.0	MS		BG (PE0003294)	28 July 2023	Signed report

BASIC Expert (**Basic Expert**) has prepared this document for the sole use of OCPS616638 (**the Client**) and for a specific purpose, each as expressly stated in the document. No other party should rely on this document without the prior written consent of Basic Expert. Basic Expert undertakes no duty, nor accepts any responsibility, to any third party who may rely upon or use this document. This

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Basic Expert's experience, having regard to assumptions that Basic Expert can reasonably be expected to make in accordance with sound professional principles. Basic Expert accepts no liability for information provided by the Client and other third parties used to prepare this document or as the basis of the analysis. Subject to the above conditions, this document may be transmitted, reproduced or disseminated only in its entirety.

1. Executive Summary:

- 1.1.1 Basic Expert conducted a study to determine whether the combustible cladding on this building complies with the Building Code of Australia and if rectification is necessary. Our findings reveal that rectification work is required. The Client, OCPS616638, should inform their insurer and ascertain if the presence of combustible cladding will result in increased insurance premiums and/or excess, and if so, whether this increase will justify more extensive rectification work.
- 1.1.2 We prepared this report for discussions with relevant authorities, who may request a more formal report adhering to the Australian Fire Engineering Guidelines (AFEG) and/or the Engineers Australia Society of Fire Safety (SFS) Practice Guide Facade/External Wall Fire Safety Design. If required, Basic Expert will collaborate with the Client to create this report.
- 1.1.3 Additionally, the Client might consider seeking a determination from the Building Appeals Board (BAB) regarding the suitability of the proposed rectification works. The need for this action depends on the scope of the rectification work and can be helpful in addressing any Client concerns. Alternatively, an independent peer review or our findings will be required.

Thank you,



Bill Gleeson | Grad Dip FSE, BSc, AIFireE
PE0003294
Fire Safety Engineer| Basic Expert

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3. Introduction

3.1 Background

3.1.1 We understand the following:

- Neither Bayside City Council nor the VBA have issued a building notice concerning the use of potentially non-compliant cladding on this building.
- However, a building notice is expected to be forthcoming.
- We are offering advice to the Owners Corporation on this issue, with the possible intention of performing rectification works if needed.

3.2 Objectives

3.2.1 The objective of this study was to determine if the combustible cladding complies with the Building Code of Australia and if rectification is needed.

3.3 Scope

3.3.1 The scope of this report is limited to a desktop review of various reports and materials and a site visit with limited destructive testing.

3.4 Documents Reviewed

3.4.1 We have reviewed the following documents:

- [AS 1530.1] Methods for fire tests on building materials, components and structures Part 1: Combustibility test for materials; Standards Australia; 21 March 1994
- [AS1530.7] Methods for fire tests on building materials, components and structures Part 7: Smoke control assemblies Ambient and medium temperature leakage test procedure; Standards Australian; 02 July 2007
- [AS1668.2] The use of ventilation and airconditioning in buildings Part 1: Fire and smoke control in multicompartment buildings; Standards Australia; 22 November 2002
- [AS1670.1] Fire detection, warning, control and intercom systems System design, installation and commissioning Part 1: Fire; Standards Australia; 26 November 2005
- [AS2293.1] Emergency escape lighting and exit signs for buildings Part 1: System design, installation and operation; Standards Australia; 12 May 2005
- [AS560.1] Gas installations Part 1: General installations; Standards Australia; 27 August 2015

- [BCA] Building Code of Australia 2008; Australian Building Codes Board; 01 May 2008
- [BCA Guide] National Construction Code 2008 Guide to Building Code of Australia - Volume 1; Australian Building Codes Board; 01 May 2008
- [Bespoke] Type of construction is Bespoke; Jonathan Barnett; Basic Expert Pty Ltd; 21 July 2021
- [BP] Building Permit BS1155/20083299/0; Steven Meade; GE building surveyors; 23 June 2008
- [BRE] Global ACP/Insulation BS8414-1 Fire Tests For Department of Communities & Local Government; Building Research Establishment; 20 July 2017
- [Drawings] No. 86 -88 Beach Rd, Sandringham; T. DeRoche & Sheltan Finnis; David Norman Design & Construction Pty Ltd; 5/19, 9/19 & 10/19; March 2008
- [CETEC Report] Indicative Flammability Potential, Composition, and Preliminary Toxicity Screening of Exterior Cladding Systems CETEC Project Reference P23030109.024; Linh Nguyen, Paulo Da Silva, Vyt Garnys & Dilip Poduval; CETEC; 28 June 2023
- [FER] Fire Engineering Performance Assessment Project No.: P4085; Scott Young & Gary Lake; Fire Safety Engineering Consultants; 5 April 2008
- [ICA] Insurance industry aluminum composite panel and other combustible facade materials, residual hazard identification/reporting protocol; Insurance Council of Australia; 02 July 2019
- [OP] Occupancy Permit FileNo: 20083299/0; Steven Meade; GE building surveyors; 20 October 2009
- [QLD Guideline] Guideline for assessing buildings with combustible cladding, Department of Housing and Public Works; Queensland Government; August 2018
- [SFS Practice Guide] Society of Fire Safety Practice Guide Facade/External Wall Fire Safety Design; SFS Facade Fire Safety Design Committee, Engineers Australia; 15 March 2019
- [Wood] WOOD IDENTIFICATION RESULTS, Assessment of one timber specimen for Project: 0664 Beach: Received 23rd June 2023; Jugo Ilic; Know Your Wood; 23 June 2023

4. Building Description

4.1 Site Plan

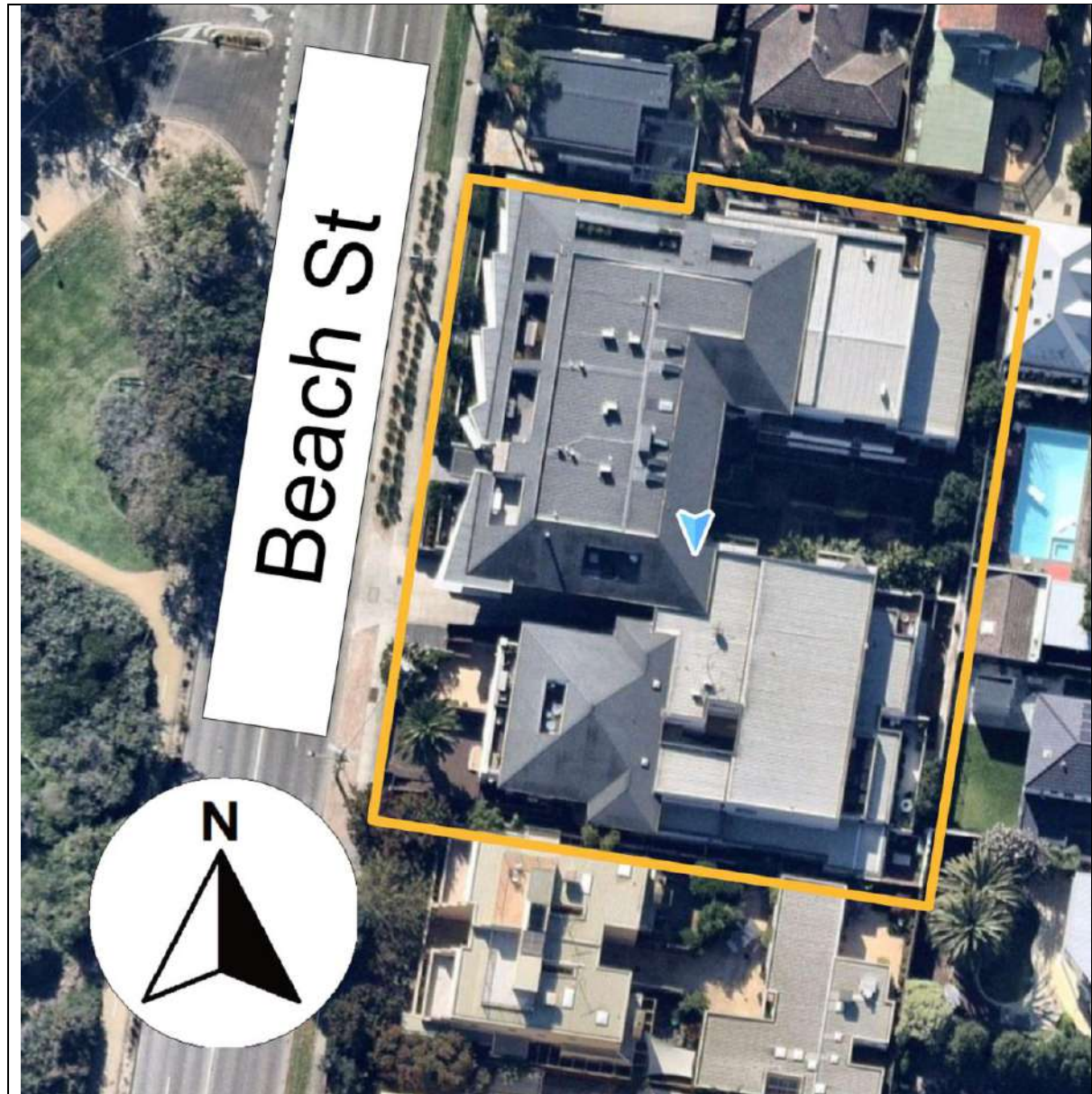


Figure 1 Site plan

Table 1 Building description summary table

Building Feature	
Address	86- 88 Beach Road, Sandringham
Local Council Area	Bayside
Applicable BCA Version	2008
Occupancy classes	2, 7a
Rise in storeys	3 (in addition to 1 lower ground and 1 basement)
Type of construction	Bespoke
SOU's	34
Exits	1
Fire detection and Occupant Warning System	SOUs • Smoke alarms • OWS sounders Common areas • Smoke detectors • OWS sounders Carpark • Heat detector • OWS sounder
Automatic suppression system	Sprinklered throughout
Existing Performance Solution	Yes
Builder	Wilkinson Developments
Architect	Scott Shelton
Fire Engineer	Scott Young & Gary Lake; Lake Young & Associates Pty Ltd
Relevant Building Surveyor	Steven Meade; GE Building Surveyors

4.2 Existing Performance Solution

4.2.1 Deviations from Deemed-to-Satisfy

- Use of lightweight construction for loadbearing walls for supporting roof/diving walls on top level
- Use of combustible roofing
- Does not have external load bearing walls not supporting other loading bearing elements requiring an FRL within 3 m of a fire source feature
- No smoke doors in public corridors exceeding 40 m
- Unprotected windows
 - Within 3 m of adjoining property on south boundary
 - Within 6 m of each other
 - Unit 33 & 34 where windows facing exit path are less than 1500 mm above floor level
- Single exit with basement larger than 50 m²
- Visitor carpark has no compliant exit

- Maximum travel distance longer
 - 20 m within basement within basement 2 (38 m)
 - 12 m with residential levels (up to 33 m)
 - 20 m on ground floor level (38 m)
- Fire isolated discharge into open area, discharging into lobby.
- Branches of stair shaft rise and descend without segregation.
- Car ventilation system uses [AS1668.2]

4.2.2 Prescribed design inclusions

- [AS1670.1] smoke detection system within common areas
- [AS1530.7] Doors to SOUs self-closing, 35 mm thick solid timber doors with medium smoke seals on three sides (base excluded)
- Additional exit signage to direct down path of egress
 - [AS2293.1] Non- EI path of egress
 - [AS2293.1] Non- EI ground floor, at least 100 mm minimum height
- AG601-2202/[AS560.1] where relevant for gas appliances may require automatic gas shutoff or integrated flame failure devices
- Requires [BCA; Clause G4.9] compliant evacuation plans and fire orders
- Hazardous/dangerous goods stored in accordance with legislative requirements
- Large visible red button to open roller door separating visitor car park and residential car park, either mechanical or failsafe to open in power failure
- Maintenance of roller door to be conducted quarterly

4.2.3 A bespoke type of construction has been employed due to the development of a performance solution to reduce fire resistance levels in the building. Except for deviations from the Deemed-to-Satisfy (DtS) requirements, the construction details are identical to those for Type A.

4.3 Site Visits

Table 2 Schedule of Basic Expert site visits

Date	Personnel	Purpose
06 February 2023	Musa Saeed Joel Millar	To conduct an initial, non-invasive inspection of the building, including the cladding and Essential Safety Measures (ESM)
21 June 2023	Musa Saeed	To remove samples of cladding and insulation to be sent to an ICA-approved laboratory for composition testing

5. Document Mark-ups

5.1.1 Figure 2 through Figure 5 highlight the cladding details. Note the [Drawing] provided are incorrectly labeled, figures have been labeled to be consistent with real world orientation shown within Figure 1 Site plan.

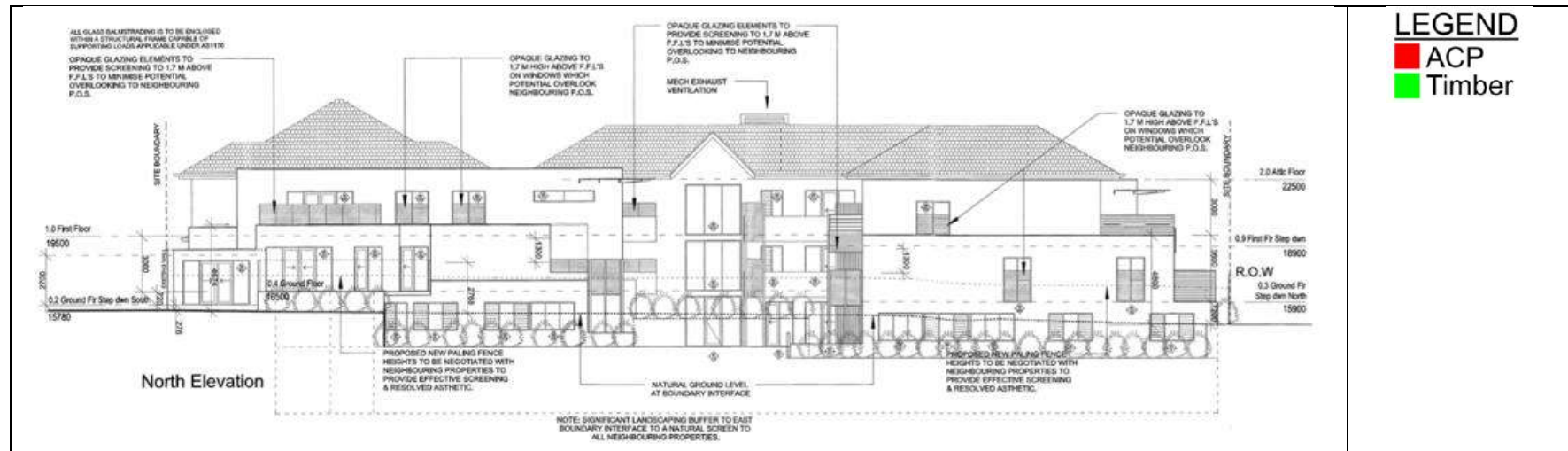


Figure 2 West Elevation

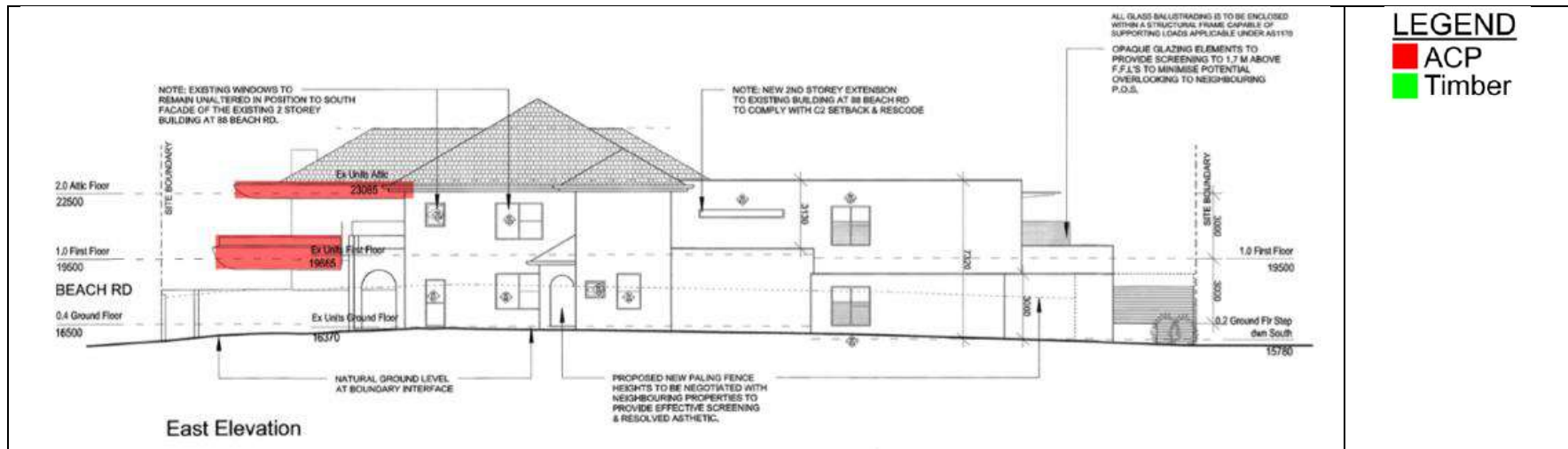


Figure 3 South Elevation

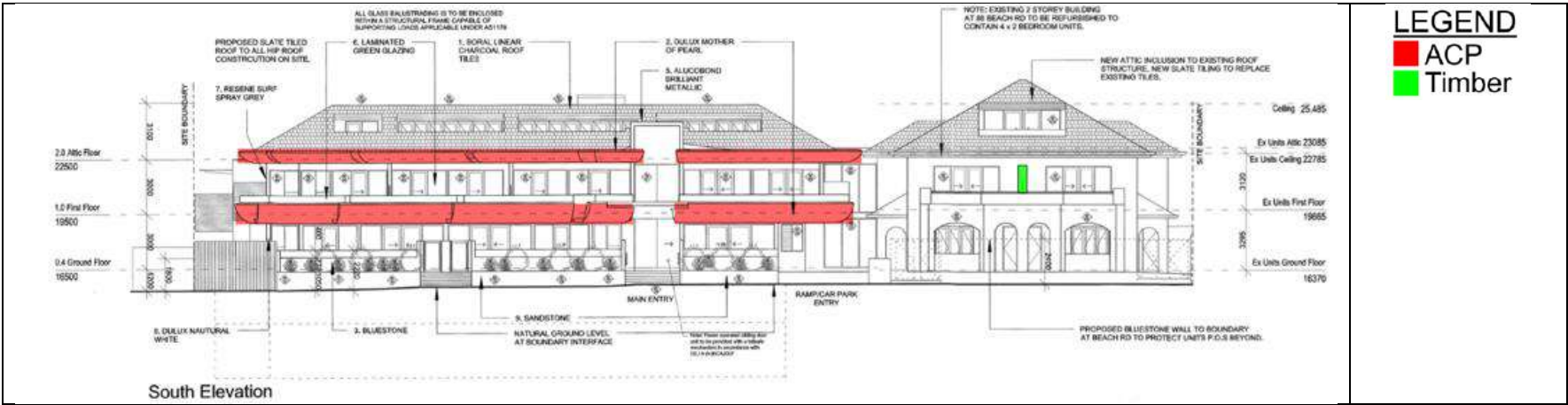


Figure 4 East Elevation

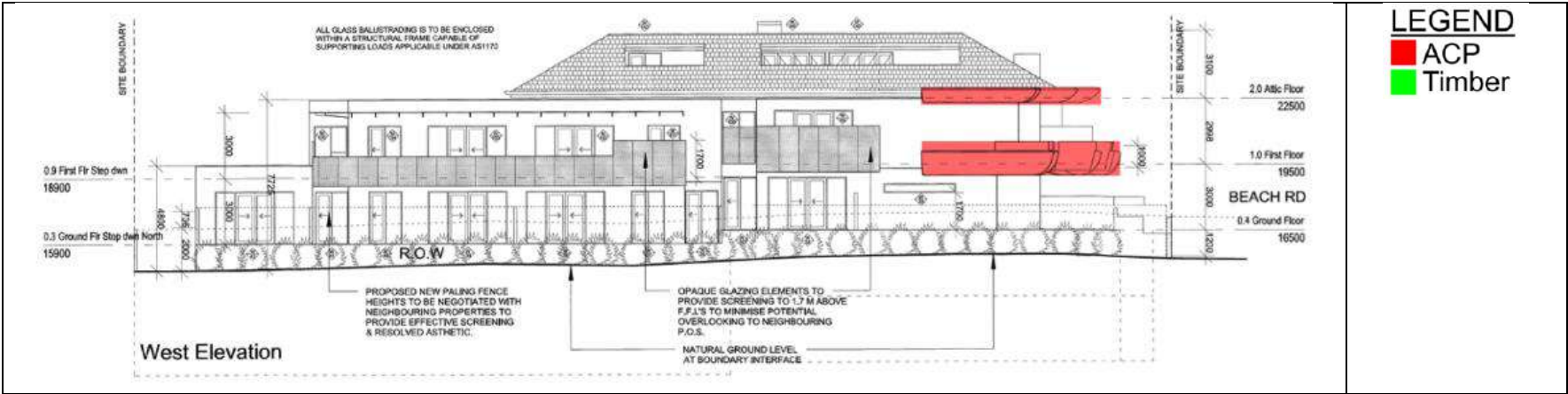


Figure 5 North Elevation



Figure 6 Ground floor top elevation

6. Building Code Overview

- 6.1.1 The National Construction Code (**NCC**) is a performance-based code containing all "Performance Requirements" for building construction, which establish the minimum building code requirements that the building must fulfill.
- 6.1.2 There is no obligation to adopt any specific material, construction method or design factor, as long as the Performance Requirements are satisfied. These requirements can be met through either a Performance Solution or a Deemed-to-Satisfy (**DtS**) solution.
- 6.1.3 A performance solution meets the Performance Requirements and may differ in whole or in part from the DtS solution. A performance solution can be general, such as a certificate of compliance; or building specific, such as a performance solution written by an appropriately qualified engineer.
- 6.1.4 A DtS solution follows the prescriptive requirements in the NCC. These provisions consist of examples of materials, products, design factors, construction, and installation methods. When followed completely, they are deemed (considered) to comply with the Performance Requirements. However, they might not actually comply with the Performance Requirements.

6.2 Deemed-to-Satisfy Requirements

- 6.2.1 Type A construction is required.
- 6.2.2 If the cladding is constructed as part of the external wall, it must be non-combustible as tested to [AS 1530.1 1994] as per [BCA, Specification C1.1, Clause 3.1(b)].
- 6.2.3 Where the cladding is an attachment, [BCA, Specification C1.1, Clause 2.4], the cladding may be combustible if:
- the wall or structural element has the required fire-resistance level (**FRL**)
 - the material is exempted under C1.10 or complies with the fire hazard properties prescribed in Specification C1.10
 - it is not located near or directly above a required exit so as to make the exit unusable in a fire
 - it does not otherwise constitute an undue risk of fire spread via the facade of the building
 - the attachment does not impair the required FRL of the relevant wall or structural element

6.3 Performance Requirements

- 6.3.1 As a performance-based code, the [BCA] is based on Guidance Levels of safety (Objectives and Functional Statements) which are developed into Compliance

Levels; the Performance Requirements. The critical Performance Requirements for external cladding fire safety are CP2 and CP4 [BCA].

6.3.2 CP2

- (a) A building must have elements which will, to the degree necessary, avoid the spread of fire
 - to exits; and
 - to sole occupancy units and public corridors; and
 - between buildings; and
 - in a building.
- (b) Avoidance of the spread of fire referred to in (a) must be appropriate to
 - the function or use of the building; and
 - the fire load; and
 - the potential fire intensity; and
 - the fire hazard; and
 - the number of storeys in the building; and
 - its proximity to other property; and
 - any active fire safety systems installed in the building; and
 - the size of any fire compartment; and
 - fire brigade intervention; and
 - other elements they support; and
 - the evacuation time.

6.3.3 CP4

A material and an assembly must, to the degree necessary, resist the spread of fire to limit the generation of smoke and heat, and any toxic gases likely to be produced, appropriate to

- (a) the evacuation time; and
- (b) the number, mobility and other characteristics of occupants; and
- (c) the function or use of the building; and
- (d) any active fire safety systems installed in the building.

7. Results

7.1 Findings

7.1.1 Testing of samples of the cladding by an ICA-approved laboratory returned core composition of the cladding within [CETEC] report investigating cladding and insulation:

7.1.1.1 ACP-PE core was found to be 94% Ethylene-Vinyl Acetate with 4% Calcium Carbonate.

7.1.1.2 ACP within this range is considered Category A by the ICA and referred to as ACP-PE

7.1.1.3 Ethylene-Vinyl Acetate is combustible, so ACP-PE has a combustible core.

7.1.2 The insulation was glass wool [CETEC].

7.1.2.1 Glass wool is non-combustible.

7.1.3 Testing of timber samples [Wood] returned wood species within as:

7.1.3.1 Blackbutt (*Eucalyptus pilularis*) with an estimated AD (air dried) density of 900 kg/m³.

7.1.3.2 Blackbutt is combustible.

7.2 ACP

7.2.1 Based on the areas sampled according to the [QLD Guideline], there is no reason to consider that there was any other type of combustible cladding used.

7.2.2 The ACP-PE was used as an attachment on the concrete blockwork on level 1 and 2.

7.2.3 ACP-PE is most prominent on the south elevation, with some on the east and west elevations.

7.2.4 ACP-PE is used as an attachment to concrete walls on the south, east and west elevations on the balconies on the first (concrete external wall) and second (FC sheeting external wall) floors.

7.2.5 Compliance assessment against Deemed-to-Satisfy Provisions

7.2.5.1 ACP-PE attachments fail the Attachments Clause, as they are located around and above the exit discharges and could make these exits unusable in fire.

7.2.6 As the ACP-PE fails the Deemed-to-Satisfy requirements, we will assess compliance against the Performance Requirements to determine if the material could possibly comply through this alternative pathway.

7.3 Timber

7.3.1 Timber was used as an attachment to the external concrete walls.

7.3.1.1 Timber was used as an attachment as part of the planter boxes, attached to the concrete wall, within the open air area of the eastern block.

7.3.1.2 Timber was used as an attachment as as part of the dividing walls between units on the south elevation of the units on the eastern block.

7.3.1.3 Timber attachments do not fail the Attachments Clause, as they are not located around and above the exit discharges and would not make these exits unusable in fire. As such, while it is combustible, it can be considered compliant.

7.4 Compliance

7.4.1 Compliance with Performance Requirement CP2 as the building currently stands:

(a) A building must have elements which will, to the degree necessary, avoid the spread of fire

Requirement	Pass/Fail	Justification
(i) To exits	Fail	ACP-PE Cladding is used at the entrance and could block exit in fire
(ii) To sole-occupancy units and public corridors	Fail	ACP-PE Cladding may promote fire between units
(iii) Between buildings	Fail	Cladding is within 3 m of the boundary
(iv) In a building	Fail	Cladding fire may promote fire spread within building

7.4.2 Compliance with Performance Requirement CP4 as the building currently stands:

A material and an assembly must, to the degree necessary, resist the spread of fire to limit the generation of smoke and heat, and any toxic gases likely to be produced, appropriate to

Requirement	Pass/Fail	Justification
(a) The evacuation time	Fail	Combustible cladding is at the exit
(b) The number, mobility, and other characteristics of occupants	Fail	Class 2 building will have sleeping occupants
(c) The function or use of the building	Fail	Class 2 building will have sleeping occupants

(d) Any active fire safety systems installed in the building	Pass	Sprinklered throughout
--	------	------------------------

7.4.3 The cladding therefore does not comply with performance requirements.

7.5 Analysis

7.5.1 The analysis process in this report generally follows the [SFS Practice Guide] outlined in Appendix A. Refer to Appendix B for verification of Phase 1 procedures (aspects of Phase 3 also verified).

7.5.2 Since the cladding does not comply, rectification is necessary.

7.5.3 When specifying the removal of a section of cladding, "removal" means replacement with a compliant product.

7.5.3.1 Compliance with Performance Requirements CP2 and CP4 can be achieved with partial retention of combustible cladding.

7.5.3.2 Retention of cladding is subject to the development of a peer reviewed fire engineering risk assessment, which requires further investigation and is beyond the scope of this report.

7.5.3.3 The removal or retention of combustible insulation must also be examined through this fire engineering risk assessment, and additional samples may be collected.

7.5.4 Compliance with Performance Requirement CP2 after rectification measures are implemented:

(a) A building must have elements which will, to the degree necessary, avoid the spread of fire

Requirement	Pass/Fail	Justification
(i) To exits	Pass	Combustible cladding removed or addressed in a performance solution
(ii) To sole-occupancy units and public corridors	Pass	
(iii) Between buildings	Pass	
(iv) In a building	Pass	

7.5.5 Compliance with Performance Requirement CP4 after rectification measures are implemented:

A material and an assembly must, to the degree necessary, resist the spread of fire to limit the generation of smoke and heat, and any toxic gases likely to be produced, appropriate to

Requirement	Pass/Fail	Justification
(a) The evacuation time	Pass	Combustible cladding removed or addressed in a performance solution
(b) The number, mobility, and other characteristics of occupants	Pass	
(c) The function or use of the building	Pass	
(d) Any active fire safety systems installed in the building	Pass	

8. Recommendations

8.1 Summary

- 8.1.1 To comply with the Deemed-to-Satisfy Provisions of the Building Code of Australia, all combustible cladding must be removed. Removing the cladding in its entirety achieves the objectives of Phases 2 and 3 required by [SFS Practice Guides].
- 8.1.2 Compliance with the Building Code of Australia can also be achieved by adhering to the Performance Requirements, a compliance pathway that allows combustible cladding to be retained.
 - 8.1.2.1 To meet the requirements of the Building Code of Australia, if cladding on the building is retained, removal of sections and completion of a fire engineering risk assessment, as discussed in 7.5, are necessary.
 - 8.1.2.2 Moreover, the Client must complete Phases 2 and 3 of the [SFS Practice Guide] and consult with their insurer to determine if there will be increased premiums or excess for common coverage. They should then decide if that increase is justified or if removing all the cladding is more economical.
- 8.1.3 If the cladding is not entirely removed and replaced with a non-combustible product, we strongly recommend obtaining a Building Appeals Board determination. At a minimum, any final recommendation by Basic Expert Pty Ltd will require an independent peer review (the BAB determination also serves to meet this requirement).

9. Appendix A –Selected Photographs



Sample 1, ACP, Unit 24,
level 1, south elevation



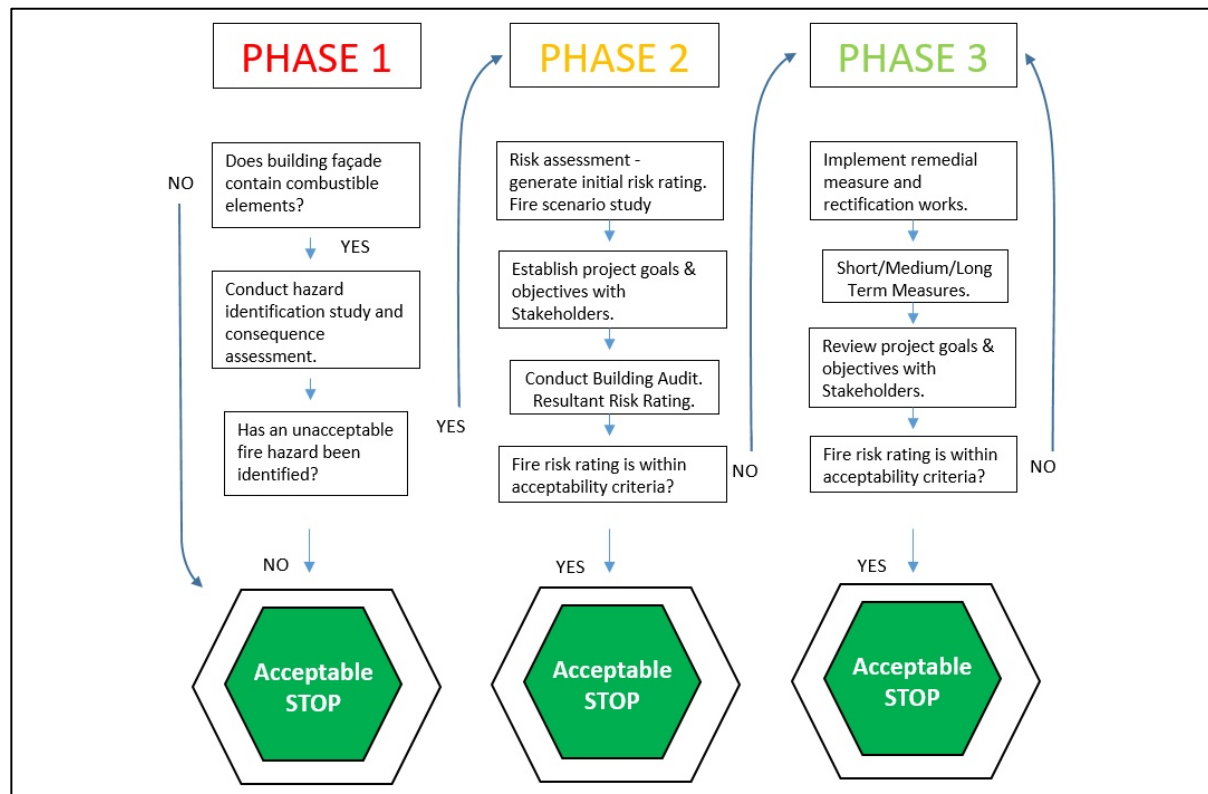
Sample 2, insulation,
concrete wall, Unit 24,
west elevation

	Sample 3, ACP, Unit 24, level 1, west elevation
	Sample 4, render, Courtyard, ground level, north elevation

	Sample 5, insulation, lightweight wall, Unit 34
	Sample 6, timber, open air common area between east block and west block, ground level

Figure 7 caption

10. Appendix B –SFS Risk assessment methodology



Phase 1

Item	Verification
Does building facade contain combustible elements	Combustible elements identified in section 7.1
Conduct hazard identification study and consequence assessment	Hazards identified in section 6.1.
Has an unacceptable fire hazard been identified	Hazards assessed in section 6.1.

Phase 2

Item	Verification
Risk assessment - generate initial risk rating; fire scenario study	Yet to be considered.
Establish project goals & objectives with stakeholders	Yet to be considered.
Conduct building audit; resultant risk rating	Yet to be considered.
Fire risk rating is within acceptability criteria	Yet to be considered.

Phase 3

Item	Verification
Implement remedial measure and rectification works	Yet to be considered.

Short/medium/long term measures	Rectification measures outlined in section 7.5.
Review project goals and objectives with stakeholders	Yet to be considered.
Fire risk rating is within acceptability criteria	Yet to be considered.

11. Appendix C –QLD checklist

Project information			
Project number		0664_3191_Beach_OCPS616638	
Client		OCPS616638	
Location		86-88 Beach Road, Sandringham	
Author		Musa Saeed	
QLD building grouping		Group 1 Height: 1 2 levels Floor area: < 2000 m ²	Group 2 Height: 3 - 9 levels Floor area: > 2000 m ² < 10000 m ²
Height:	3 levels		
Floor area:	3831 m ²		
Group:	2		
Sample collection requirement			Comment if applicable
A	Lowest and highest points (low sample to be diagonally opposed to high sample point)		Taken from ground and from top metal cladding
B	Colour variations (are more than 20 panels of the same colour used?)		Taken from both ACP variations
C	Cladding volume (is the use of cladding product/s extensive?)		Not extensive
D	Staged construction work (if yes, collect samples from lowest and highest points)		Staged with two blocks, samples taken from both

QLD Group 2			Location	Photos
A	3 minimum (from 1 to 2 sides of bldg)	Sample 1	(Sample 4) Render, Courtyard, ground level, north elevation	See Appendix A Selected Photographs
		Sample 2	(Sample 1) ACP, Unit 24, level 1, south elevation	
		Sample 3	(Sample 3) ACP, Unit 25, level 1, west elevation	
		Sample extra		
B	1 2 per color variation	Color 2, sample 1	(Sample 4) Insulation, concrete wall, Unit 24, west elevation	
		Color 2, sample 2	(Sample 5) Insulation, lightweight wall, Unit 34	
		Color 3, sample 1		
		Color 3, sample 2		
C	3 extra if extensive	Sample 1		
		Sample 2		
		Sample 3		
D	2 per stage min.	2nd stage, sample 1	(Sample 6) Timber, open air common area between east block and west block, ground level	
		2nd stage, sample 2		
Total samples (6 –10 samples typical):			6	



Figure 8 North Elevation

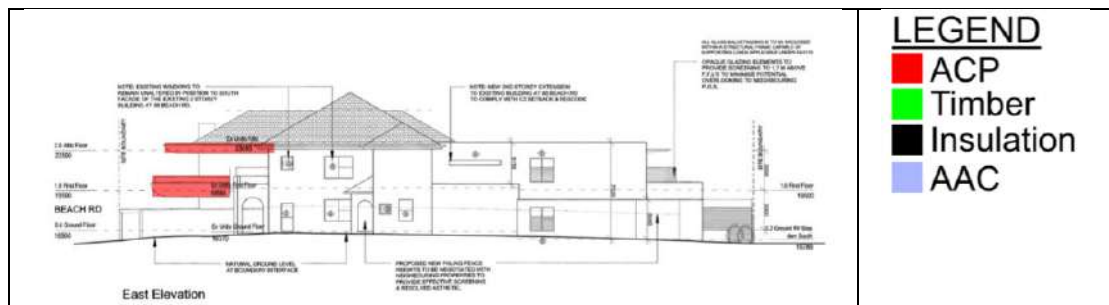


Figure 9 East Elevation

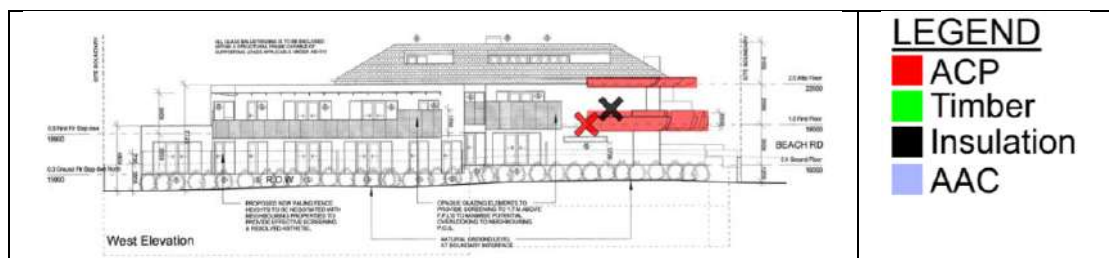


Figure 10 West Elevation

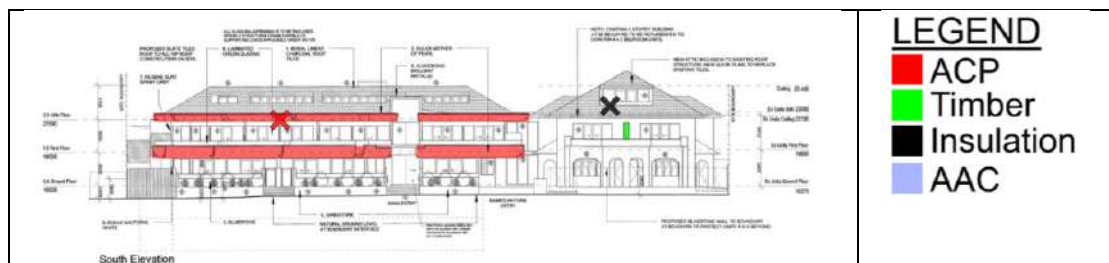


Figure 11 South Elevation



Figure 12 Ground Floor Elevation



19 December 2024

Emily MacKintosh

Ace Body Corporate Consultants
PO Box 5583
Mordialloc VIC 3195

SRW Land Surveys Pty Ltd

Unit 36, 28-36 Japaddy Street
MORDIALLOC VIC 3195

Dear Emily,

Re: Title interpretation and site visit: Nautica, 86-88 Beach Road, Sandringham, PS616638P

The following report outlines our recent site visit with Megan Susnja.

- (1) Basement Level: The storage cage labelled Lot Pt 33 is wholly contained within the wire mesh fence and the title boundary is the inside face of the concrete walls. The carpark and storage area of Lot Pt 31 was also viewed and appears to be close to the documented title boundary as noted on PS616638P.
- (2) Lower Ground Floor: The storage cage labelled Pt 31 was measured and confirmed that the corner storage cage is not allocated to any individual lot on the plan. This storage area is contained in Owners Corporation No.1 and can be used in any way as determined by the OC.
- (3) Lower Ground Floor: We viewed the Common Property No.1 central landscaped area located along the eastern boundary between Lots 1 & 4 (Pts). (see photos attached). Common Property extends all the way to the eastern boundary of PS616638P. The metal picket fences constructed adjacent to Lots 1 & 4 (Pts) courtyards appear to be very close the documented title boundary as noted on PS616638P between lots 1, 4 (Pts) and Common Property No.1.
Please consult the Owners Corporation Rules (OC004788F 29/07/2009) for clarity on type of fence allowed to be constructed and approval processes required.
- (4) Ground Level: The new fence constructed by Lot Pt 6 appears to be close to the documented title boundary as noted on PS616638P.

Megan and I discussed the gate which exists adjacent to the Right of Way noted on PS616638P. The gate is located at the northern end of the eastern boundary of title. It may be possible to create an easement for access to this gate, across Lot Pt4, Lot Pt1 & Pt 6. You should seek Legal Advice on this matter before proceeding.

I hope this preliminary report helps gain some clarity to the Plan of Subdivision PS616638P

Kind regards

A handwritten signature in black ink, appearing to read 'S. R. Watt'.

Stephen R. Watt L.S.

0438 711 019

stephen.watt@srwlandsurveys.com.au
www.srwlandsurveys.com.au

Common Proper Asbestos Report

For

86 - 88 Beach Road

86 - 88 Beach Road,
Sandringham, VIC 319

Scheme Number: PS6166



COMPILED BY VILJOEN

On 25 October 2024

QIA JOB REF No. 209010

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REPORT OUTLINE

Section 1 summarises the purpose of the report.

Section 2 summarises the details of the work taken

Section 3 details the specific locations suspected and/or identified as being part of the ACM should be managed.

Section 4 provides general information as to the information about the responses.

Section 5 provides information as to the Contractor provided in this section.

Section 6 provides information as to the report.

Section 7 provides quotations for further action.

NOTE:

This report constitutes a Management Plan for the Scheme and also be provided to be placed on site.

The asbestos register must be completed by employers within the scheme and any Asbestos Containing Material.

SECTION 1 - PURPOSE OF REPORT

This report presents the findings of a survey of asbestos conducted at 86 - 88 Beach Road, Sandringham, VIC 3191, by QIA Group Pty Ltd on behalf of the Owners.

Scope of report

The Asbestos Contamination Survey was conducted at 86 - 88 Beach Road, Sandringham, VIC 3191. The survey was limited to the following areas:

- The readily accessible interior and exterior of the building.
- Amenities and immediate surrounding land.

The survey did not include the inspection of the following areas:

- Roof above 2.4m above ground level
- Sub floor areas
- Exterior ground surfaces and underground pipework
- Inside ductwork unless inspected
- Inside plant or equipment which is not accessible
- Concealed cavities
- Formwork and cables in sub-ground level of construction

The survey was undertaken on site during the above period of the assessment.

Survey Methodology - Overview

The survey involved a visual inspection of all accessible areas and analysis of materials that are suspected of containing asbestos. The survey was representative of the health and safety of the building.

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SECTION 2 - COMMON PROPER ASBESTOS REGISTER MANAGEMENT SUMMARY

Item 1 - New Building

A representative sample of an external wall was taken and analysed. No asbestos materials were evident in the sample area of the external wall. We recommend that all similar materials be tested.

Item 2 - New Building

A representative sample of a concrete slab was taken and analysed. No asbestos materials were evident in the sample area of the concrete slab. We recommend that all similar materials be tested.

Item 3 - Older Building

A representative sample of a concrete slab was taken and analysed. No asbestos materials were evident in the sample area of the concrete slab. We recommend that all similar materials be tested.

Item 4 - New Building

We were unable to access a unit in the building. However, we are advised means it cannot be accessed. It is recommended that it contains asbestos. A representative sample and laboratory for testing to determine if it does contain asbestos.

Item 5 - Older Building

We were unable to access a unit in the building. However, we are advised means it cannot be accessed. It is recommended that it contains asbestos. A representative sample and laboratory for testing to determine if it does contain asbestos.

Item 6 - Older Building

A representative sample of a concrete slab was taken and analysed. No asbestos materials were evident in the sample area of the concrete slab. We recommend that all similar materials be tested.

Item 7 - New Building

We have examined a common area of the building, a division of installation and manufacture of the building, a two-manufactured after this date. We recommend that all similar materials be tested.

Item 8 – New and Older Building

Our inspection of the building identified that the acrylic composite mounting board material is a presumed ACM. Asbestos mounting boards contain asbestos in their composition and it is likely that a similar material is used in the mounting of the ceiling tiles.

This report has resulted from a non-destructive environmental maintenance (including a general demolition of the area) wall cavities, subterranean pits, etc. No work was involved contact our offices prior to the work. The work must not do so they must not interfere with the requirements of the Australian Standard AS/NZS 4801:2018 *Code of Practice – How to Safely Remove Asbestos* work. Australian state based Worksafe Authority and the relevant authority. The scope and limitations of the inspection and report.

PRESUMED ACM – INACCESSIBLE AREAS		
ACM	Locations	Action to be taken
Asbestos cement formwork and cable/water pipe/duct work	Subterranean areas	Destructive survey under controlled conditions prior to any refurbishment work which is likely to disturb the material.
Asbestos sheeting (e.g. on walls and ceilings)	Backrooms (e.g. as kitchens, laundries and bathrooms) both common areas and within dwellings	These areas are to be sealed off and no access given to unauthorised personnel should be given.
Insulation / pipe lagging	Large ducts, in wall spaces, ceiling cavities, rooms, kitchens, laundries and bathrooms	No access to unauthorised personnel should be given.

Note: The items identified as presumed ACM are based on the age of the building and the fact that they contain asbestos as once any work is commenced involving asbestos usually only become evident after the work has been completed. A sample of the material is to be taken for analysis. It is not to be assumed that the material does not contain asbestos. A sample is to be taken for analysis. Therefore locations that remain untested are presumed to contain ACM.

SECTION 3 - COMMON PROPER ASBESTOS REGISTER AND
MANAGEMENT DETAIL

1.0	MAIN BUILDING	Asbestos Condition Risk		Suspected Rating		Material		Sample No	
	Description of Name	NA	P	N	G	I, H, M, L		Bonded	
r	NEW BUILDING	t						2	Cert No: N24-0182
r	Main building consist of concrete block composite aluminium and cement cladding.	 panels, Cement Sheeting Level 1 - New Building A representative sample of an external and analysis was taken of the materials we refer to the laboratory analysis as to the external cement sheeting materials were evident we recommend that the ceilings be treated as asbestos containing materials.							

Qid
experience at work...

3.0	MAIN BUILDING	Asbestos Suspected	Condition Rating	Risk Rating	Material	Sample No		
	Description	Y of N	A	P	N	G	I, H, M, L	Bonded
r	OLDER BUILDING	Not						1
r	Main consists of rendered wall							

4.0	MAIN BUILDING	Asbestos Condition			Suspected Rating			Risk Rating			Material			Sample No		
	Description	Y of N	A	P	N	G	I, H, M, L	Bonded								
r	OLDER BUILDING										2 Cert No : 24 - 12101					
r	Main consists of rendered wall															
		Item 3 - Older building A representative sample of a cement and analysis revealed that materials were to the laboratory analysis at batched cement sheet porch once best revealed evident we recommend that also be treated as asbestos materials.														

5.0	ROOF AREA	Asbestos Suspected			Condition Rating			Risk Rating			Material			Sample No												
	Description	Y	o	f	N	a	r	e	n	a	P	N	G	I	,	H	,	M	,	L	B	o	n	d	e	d
r	NEW BUILDING	t																								
r	Roof consists of metal sheeting.																									

6.0	ROOF AREA	Asbestos Condition Rating					Risk Rating			Material			Sample No													
	Description	Y	o	f	N	a	r	e	n	a	P	N	G	I	,	H	,	M	,	L	B	o	n	d	e	d
r	OLDER BUILDING	t																								
r	Roof consists of slate tiles.																									

7.0	INDIVIDUAL ENTRY DOORS	Asbestos Suspected			Condition Rating			Risk Rating			Material			Sample No	
	Description	Y	o	f	N	a	r	e	N	A	P	N	G	I, H, M, L	Bonded
	NEW BUILDING	t													
	Non - Fire rat	 Item 4 - New Building We were unable to access a unsafefixe to a timber frame, which we a eer advi door and therefore there is nos rea asbestos. A representative sample and sent to NATA laboratory foon ttæisr asbestos.													

8.0	INDIVIDUAL ENTRY DOORS	Asbestos Suspected			Condition Rating			Risk Rating			Material			Sample No
	Description	Y of N	A	P	N	G	I, H, M, L	Bonded						
	OLDER BUILDING	t												
	Non - Fire rate	 Item 5 – Older Building We were unable to access a unit at the entrance to a timber frame, which we were advised door and therefore there is no real asbestos. A representative sample was taken and sent to NATA laboratory for analysis of asbestos.												

9.0	INDIVIDUAL ENTRY DOORS	UNTESTED Suspected			Condition Rating			Risk Rating		Material		Sample No	
	Description	Y	of	Material	NA	P	N	G	I	H	M	L	Bonded
	OLDER BUILDING												1 Cert No : 24-12101
	Non-Fire rat	 Item 6 - Older Building A representative sample of a cement analysis revealed that materials were to the laboratory analysis at batch of cement sheet door jambs best as evident we recommended the sheet treated as non-combustible materials.											

10	COMMON PROPERTIES	Asbestos Suspected					Condition Rating	Risk Rating	Material	Sample No
	Description	Y of	N are	NA	P	N	G	I, H, M, L	Bonded	
	NEW BUILDING	t								
	Fire Rated.	 Item 7 - New Building We have examined the door, and as a result, we have no reason to believe that the door, as installed on 31 December 1989, contains asbestos.								

11.0	EXTERNAL ACCESSWAYS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description	Y of	N are	NA	P	N	G	I, H, M, L	Bonded		
r		t									
r	Area consists of timber / concrete walkways .										

12.	SWITCHBOARDS	Asbestos Suspect		Condition Rating		Risk Rating		Material		Sample No
	Description	Y of	N	A	P	N	G	I, H, M, L	Bo	
r	NEW & OLDER BUILDING		t							
		Electrical consist of metal with r and compos acrylic mou boards. 								
		Item 8 - New and Older Building Our inspection of the mounting boards revealed that they are metal and acrylic. Asbestos Containing Materials (ACM) has no asbestos containing materials switchboards that have a similar board be treated as asbestos materials.								

13.	BOUNDARY FENCING	Asbestos Suspected			Condition Rating			Risk Rating			Material		Sample No	
	Description	Y	of	N	are	NA	P	N	G	I	H	M	L	Bonded
r	NEW & OLDER BUILDING		t											
r	Fencing consists of the following: 1.Timber rail, post, and palings. 2.Aluminium slat. 3.Masonry walls.													

14.	ABOVE GROUND PIPEWORK	Asbestos Suspected			Condition Rating			Risk Rating			Material		Sample No	
	Description	Y	of	N	are	NA	P	N	G	I	H	M	L	Bonded
r			t											
r	Pipework consists of metal lengths and collars.													

15.	DRIVEWAY ACCESSWAYS	Asbestos Suspected		Condition Rating			Risk Rating	Material			Sample No
	Description	Y	of	N	are	NA	P	N	G	I, H, M, L	Bonded
r	NEW & OLDER BUILDING		t								
r	Driveway consists of a concrete surface.										

LegendACM - Condition Rating

Poor Readily accessible, deteriorated surface
 Normal Accessible surfaces in fair condition, i.e. not
 Good Well sealed surfaces, no asbestos contamination

ACM Risk Rating

I = Immediate likelihood of exposure
 H = High Exposure to airborne asbestos if readily accessible
 M = Medium Exposure to airborne asbestos if area being relatively excavated/renovated or other major disturbance
 L = Low Exposure to airborne asbestos in most circumstances excepting demolition disturbance.

SECTION 4 - ASBESTOS MANAGEMENT

General requirements

- ACM identified as representing a danger to health shall be removed or otherwise controlled in accordance with the provisions of sections 2 and 3.

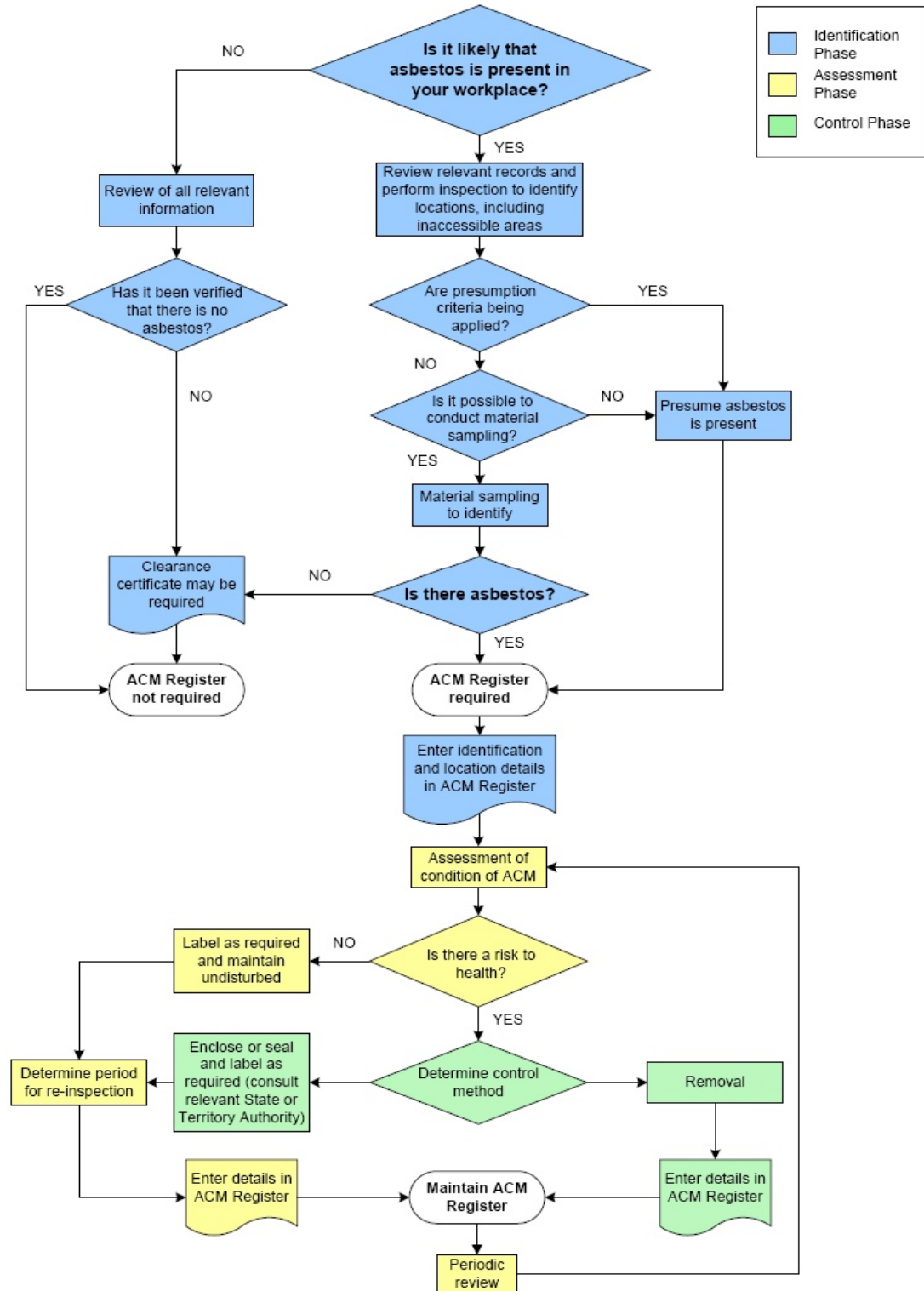
Any ACM that is not scheduled for removal shall be clearly identified by appropriate warnings and maintained in good condition.

- The location of ACM must be established and recorded in the Asbestos Register.
- Maintenance and other personnel must be prevented from disturbing ACM by providing them with access to the area only when necessary and only when it is safe to do so.
- The Asbestos Register must be freely available.
- Unless they have valid Asbestos Removal Licences, persons shall not remove or knowingly damage identified ACM.
- Before any planned demolitions or major refurbishments, the presence of asbestos must be established by a competent person.

General Principles

National Occupational Health and Safety Commission

Figure 1. General principles of an asbestos management plan



Information for householders and renovators

Materials containing asbestos were used in many buildings from the mid 1990's.

Asbestos was typically used in many buildings for wet areas such as kitchens, bathrooms and old roofs, profiled sheeting, ceiling tiles and asbestos insulation products such as pipes and guttering.

Second hand materials or products bought in the past were banned and may be found in newer homes.

An extensive list of examples of asbestos is available in the *Control Asbestos in the Workplace - Code of Practice*.

It is often very difficult to identify asbestos by sight. A sample of the material analysed by a laboratory.

Sampling of anything you suspect may contain asbestos should be done by a competent person, or by a specialist laboratory.

More information on identifying asbestos is available from the Association of Testing Authorities (ATA).

Householders and renovators can manage the risks of being aware of what asbestos can be found; having suspect materials tested to see if they contain asbestos; being aware of the responsibilities of asbestos removalists (see the responsibilities of asbestos removalists in the *Remove Asbestos*); ensuring that work removing any asbestos is done by a removalist (holding either a current asbestos removal licence from 1 January 2006 or asbestos removal licence issued before 31 December 2013) ensuring that the removalist is a fully qualified asbestos-removalist (holding a valid asbestos removal licence for friable asbestos or asbestos containing materials class licence); ensuring that removal is done safely (see the *Code of Practice - How to Safely Remove Asbestos*); ensuring that any work done with asbestos is done in accordance with the *Work with Asbestos - Code of Practice*.

Disposal of Asbestos

Normally, disposal of asbestos should be done by a licensed contractor. Corporate to perform any asbestos removal work should be in accordance with the *Work with Asbestos - Code of Practice*.



Glossary

ACM	See asbestos containing material
Air monitoring	Assessing exposure to airborne asbestos fibres. Air monitoring includes exposure monitoring, clearance monitoring and/or settled dust monitoring. It should be undertaken in accordance with the Guidance Note on the use of the method for Estimating Airborne Asbestos Fibres.
Airborne asbestos fibres	Any fibres of asbestos small enough to be inhaled for purposes of monitoring. Only respirable asbestos fibres (microfibrillar) are counted and with a length to width ratio of at least 3:1.
Amosite	Grey or brown asbestos
Asbestos Containing Material	Any material, object or product which contains asbestos.
Asbestos Register	Inventory of ACMs required by the relevant authority.
Asbestos Removalist	A competent person who is authorised by the relevant jurisdiction for friable ACM.
Asbestos Survey Management	Documentation covering the identification, management and removal of identified asbestos hazards in accordance with NOHSC: 2018 (2005).
Asbestos	The fibrous silicates belonging to the amphibole and actinolite groups. This includes actinolite, amosite, crocidolite, chrysotile and any mixture containing one or more of these groups.
Asbestos-cement (AC)	Products containing asbestos fibres (e.g. pipes, sheets).
Bonded asbestos	ACM that is bonded to a substrate and does not release dust by hand pressure.
Chrysotile	See asbestos containing material
Clearance	Inspection of an area to ensure it is safe to return to normal use after asbestos work. The inspection must include a visual inspection, clearance monitoring and/or settled dust monitoring.
Clearance monitoring	Monitoring of the level of airborne asbestos fibres. An area is 'cleared' when the level of measured asbestos is below 0.01 fibres/m ³ .
Competent person	A person with the necessary training and experience to perform the specific work.

Control monitoring,	using standard methods to measure airborne asbestos fibres in an area during monitoring is designed to assess the effectiveness of control measures. Its results are not occupational exposures, and should not
Crocidolite	Blue asbestos
Exposure monitoring	in a hazardous area, exposure to a hazardous substance. Exposure designed to reliably estimate it be compared with the National Exposure
Friable asbestos	Asbestos which can be crumbled, pulverised or reduced to powder
In situ	Fixed or installed areas which are difficult to access interiors of plant and equipment.
Inaccessible areas	As a general rule, areas not accessed during maintenance
Licensed Classed Asbestos Assessor	A person who is qualified to assess the management of asbestos.
Licensed Classed Asbestos Assessor	A person who is qualified to assess the management of asbestos.
Membrane	A flexible waterproofing component in an assembly.
NATA	National Association of Testing Authorities
NOHSC (now ASCC)	National Occupational Health and Safety Commission (now Australian Safety and Compensation Council)
SWMS	Safe Work Method Statement

SECTION 5 - REPORT PROCESS AND CONTENT

REPORT BASIS

The basis of this report is a visual inspection of the property. This report is not an all-encompassing scientific or forensic analysis. It is a reasonable attempt to identify and describe the condition of the property. This report is not a legal document, nor is it a warranty or By-law. The report is not a guarantee of accuracy or completeness. We recommend that you engage a qualified professional to conduct a detailed inspection.

The inspection of the common property areas includes the common property that are accessible to the individual lots to access common areas. The inspection did not include breaking apart any structure, including the roof, located on the common property. The inspection includes service ducts, risers, and other areas that are accessible. The inspection includes ceiling and subfloor cavities, and other areas that are accessible. The inspection includes work and external areas of the property. The inspection includes a loose fill asbestos fibre report and a detailed asbestos survey as entry to the roof space, and a detailed asbestos survey of the ceiling cavity inspection.

The report does not and cannot guarantee the accuracy of the information presented. The assessment of the property includes timber pests; gas fittings; and other areas that are accessible. The inspection includes a detailed asbestos survey of the ceiling cavity inspection.

The inspector will identify and assess the condition of the materials on the common property. The inspection includes a detailed asbestos survey of the ceiling cavity inspection.

The Asbestos Report commission is limited to the type of commission limits. The inspection includes a detailed asbestos survey of the ceiling cavity inspection.

The survey undertaken was limited to the areas accessible to the property. The inspection includes a detailed asbestos survey of the ceiling cavity inspection.

Unless specifically noted, the inspection includes a detailed asbestos survey of the ceiling cavity inspection.

At the time of survey no access was gained to the areas to any sampled or assumed ACM.

No absolute determination can be made regarding the presence of asbestos-containing materials or items in the areas accessible to allow for inspection.

Materials and equipment in any area assessed for asbestos should be treated appropriately to prevent exposure.



Samples were not taken where the access or safety of the item concerned.

The presence of ACM to pipe work at the site requires the replacement of overlying non-sabesbeninvestigated.

This Asbestos Report, although it is not to be used as a method statement for any future works, it is a preliminary report and would be required.

Before any refurbishment or hazardous waste removal projects can be carried out, the contractor must fully acquaint themselves with the materials of the areas which may need full removal of the asbestos materials.

Care should be taken when demolishing or excavating the containing materials. For example, a structure may be constructed of asbestos cement. Wherever a material is hazardous, it should be assumed to be hazardous until sample analysis of the material confirms otherwise.

Building work must cease in the area until a qualified person must issue a Clearance Certificate for the area to be affected.

This report is based on the information provided to QIA Group Pty Ltd by the client. The report is not to be used for any other purpose after assessment was conducted.

As both the range and use of asbestos in the building is not known, QIA Group Pty Ltd cannot accept responsibility for the recognition of a material that may be asbestos. For example, the wall and ceiling finishes may be made of asbestos, but the texture is composed of assorted batches of products that may have therefore always a possibility of always being present in the material.

Under normal construction practice, the areas that are not readily accessible are not readily accessible to the structure or finishes. Access to the areas may be required for operation or where to obtain access to the areas (e.g. electrical switchboards). Consequently, the report no guarantee to its completeness can be given.

QIA Group Pty Ltd has taken all the steps to ensure the report is available. Where it uses test results, it is not to be used in preparing this report. It is not to be used for any other purpose or third party test results.

(a) All implied conditions, warranties, and conditions, those which cannot be excluded by law, are implied by law and cannot be excluded by law, to that effect, and it is to be noted that:

(i) in connection with the supply of wine (of the first and second types) to the public (as determined):

(A) replacement of supply goods of equivalent goods;

(B) r e p a i r o f t h e g o o d s ;

(C) payment of the cost of replacing damaged goods

(D) p a y m e n t o f t h e c o s t o f h a v i n g t h e g o o d s r

(i i) i n c o n n e c t i o n w i t h t h e s u p p l i e r (a s w h e n a g l d e w

(A) supplying of the services again; or

(B) payment of the net assets of the partnership to the partner.

(i i io) t h e r w i s e t o t h e e x t e n t p e r m i t t e d b y l a w .

(b) Subject to clause (a) , and despite the fact that the Plaintiff is not , and will not be , a party to the contract , the Plaintiff shall not be liable for consequential loss or damage .

Subject to clause (a) and despite any provision to the contrary, the user shall be liable in contract, in tort (including negligence) or otherwise for, or in respect of, any of the acts or omissions in connection with the use of the service.

We reserve the right to amend these terms and conditions to reflect additional information that may be needed for this ad.

BUILDING APPROVALS

The inspector will rely on design provided by the responsible party to the construction of the commercial buildings and

LIFT CONTROL ROOMS and AIR CONDITIONING DUCTING

Should the building code and standards as a pair go by the committee and equipment no assessment with the other members of the committee service contractors provide a code so that other providers are aware of the presence, type of any and its location in the plant or

FIRE RATED DOORS

We will assume that fire rated doors will be presumed to behave non-fire rated. Non fire rated doors often contained asbestos materials. We presume that fire rated doors inspection will include the inspection. We presume that the balance of the doors are identical.

SECTION 6 - QUOTATIONS

28 October 2024

The Owners for 86 - 88 Beach Road
C/- : Ace Body Corporate - VIC

Dear Committee Members :

Property Name / Address : *Beach Road, Sandringham, VIC*

Plan Number : PS616638P

Summary of quotations needed *for the removal of asbestos* relating to Asbestos record keeping.

1. Provision of a lockable wall in the site for the keeping of the on site Asbestos Register.

Quotation Explanations

1. QIA Group Pty Ltd is pleased to provide the provision of a small lockable wall mounted cabinet (lockable key for the keeping of the Asbestos Records) as required by the Work Health and Safety Act 2011 to Manage and Control the Workplace - Code of Practice 2011.

- t Supply and install 1 x 100mm x 150mm x 400mm lockable external IP66 rated cabinet possible next to the main entrance to the building.
- t IP66 rated the contents of the cabinet will be fully protected from dust and rain and will be accessible to your records which are required to be kept for at least 2 years to comply with the Work Health and Safety Act 2011 to Manage and Control the Workplace - Code of Practice 2011.

t

If there is anything further we are at your service at your earliest convenience.

Warm Regards

The Team at QIA Group Pty Ltd

APPENDIX N . A . LABORATORY RESULTS



Suite 2, 92 Cleveland Street
Greenslopes, QLD 4120
PO Box 635, Coorparoo QLD 4151
Tel. +61 (0)7 3015 7555

CERTIFICATE OF ANALYSIS

Asbestos Identification

Certificate No: N24-0182

Client:	QIA Group	Date Sampled:	13/08/2024
Client Contact:	Belinda Appleton	Date Received:	2/09/2024
Telephone:	1300 309 201	Date Analysis Complete:	2/09/2024
Email:	info@qiagroup.com.au	Date Issued:	2/09/2024
Address:	PO Box 1280 Beenleigh QLD 4207	Order No.:	209010/616638
Site:	86-88 Beach Road, Sandringham VIC	Sampled By:	As Received

Test Method:

Qualitative identification of asbestos types in bulk samples at COHLABS Laboratory by polarised light microscopy, including dispersion staining techniques using COHLABS in-house method ID-1, AS4964 (2004).

Lab ID	Sample ID	Sample Details	Sample Type	Size / Weight cm/g	Asbestos Present	Fibres Identified
001	Sample 1	Rear cement sheet	Fibre Cement	1 x 0.5	No	NAD, ORF
002	Sample 2	External cement sheet	Fibre Cement	0.5 x 0.5	No	NAD, ORF

Fibre Identification Legend

CHR	Chrysotile (white asbestos)	ORF	Organic Fibre
AMO	Amosite (Brown/Grey asbestos)	SMF	Synthetic Mineral Fibre
CRO	Crocidolite (Blue asbestos)	NAD	No Asbestos Detected
UMF	Unknown Mineral Fibre		

Approved Identifier

Name: Kimberley Christen

Approved Signatory

Name: Kimberley Christen

Notes:

The results contained within this report relate only to the sample(s) submitted for testing.

COHLABS accepts no responsibility for the initial collection, packaging or transportation of samples submitted by external persons.

Sample material descriptions and results reported may be limited by the size and condition of the sample submitted for analysis. Sizes and weights stated are approximate only.

If no asbestos is detected in vinyl, mastics/ sealants, adhesives, paint and epoxy samples, then confirmation by another independent analytical technique (electron microscopy) is advised due to the nature of the samples.

Analysis of dust samples collected using adhesive tape and swab/wipes are not covered by the scope of AS4964 and NATA Accreditation.

Samples are routinely disposed of approximately 1 month from receipt. Requests for longer term sample storage must be received in writing.

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NATA Accreditation number: 19499
Accredited for compliance with ISO/IEC: 17025 - Testing

ABN: 62 166 540 094

Page 1 of 1



Suite 2, 92 Cleveland Street
Greenslopes, QLD 4120
PO Box 635, Coorparoo QLD 4151
Tel. +61 (0)7 3015 7555

CERTIFICATE OF ANALYSIS

Asbestos Identification

Certificate No: 24-12101

Client:	QIA Group	Date Sampled:	10/10/2024
Client Contact:	Belinda Appleton	Date Received:	23/10/2024
Telephone:	1300 309 201	Date Analysis Complete:	23/10/2024
Email:	info@qiagroup.com.au	Date Issued:	23/10/2024
Address:	PO Box 1280 Beenleigh QLD 4207	Order No.:	209010/616638P
Site:	86-88 Beach Road, Sandringham VIC	Sampled By:	As Received

Test Method:

Qualitative identification of asbestos types in bulk samples at COHLABS Laboratory by polarised light microscopy, including dispersion staining techniques using COHLABS in-house method ID-1, AS4964 (2004).

Lab ID	Sample ID	Sample Details	Sample Type	Size / Weight cm/g	Asbestos Present	Fibres Identified
001	Sample 1	Door jamb	Fibre Cement	0.5 x 0.25	No	NAD, ORF
002	Sample 2	Porch ceiling	Fibre Cement	0.5 x 0.5	No	NAD, ORF

Fibre Identification Legend

CHR	Chrysotile (white asbestos)	ORF	Organic Fibre
AMO	Amosite (Brown/Grey asbestos)	SMF	Synthetic Mineral Fibre
CRO	Crocidolite (Blue asbestos)	NAD	No Asbestos Detected
UMF	Unknown Mineral Fibre		

Approved Identifier

Name: Kimberley Christen

Approved Signatory

Name: Brigette Schroder

Notes:

The results contained within this report relate only to the sample(s) submitted for testing.

COHLABS accepts no responsibility for the initial collection, packaging or transportation of samples submitted by external persons.

Sample material descriptions and results reported may be limited by the size and condition of the sample submitted for analysis. Sizes and weights stated are approximate only.

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Samples are routinely disposed of approximately 1 month from receipt. Requests for longer term sample storage must be received in writing.

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NATA Accreditation number: 19499
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ABN: 62 166 540 094

Page 1 of 1

CSV Building Report

Building with Low Cladding Risk



D0017 – 86-88 Beach Road, Sandringham, 3191

Version: V0.1 – Final

Date: 2 December 2024

1 Building Information

Item of information	Building details
CSV ID	D0017
Address	86-88 Beach Road, Sandringham, 3191
Building Name	Nautica Living Apartments
Rise in Storeys	4
Basement Levels	2
No. of Sole Occupancy Units (SOU)	30
Municipality	Bayside
OCM details	Emily Mackintosh 8586 1300 Emily.mackintosh@acebcm.com.au
Known Enforcement Action	Unknown
Sprinkler Protection	Sprinkler protected

2 Summary

- CSV conducted the desktop validation inspection on **1/08/2024**.
- CSV identified **ACP** cladding on the building.
- CSV has determined the IFSCAN value of this building is **1**.
- CSV has categorised this building as having a **Low Risk**.

This four (4) storey, sprinkler protected building has ACP cladding located on the balustrades of the first and second floor balconies. The remainder of the external walls across all elevations are constructed with compressed cement sheet and blockwork.

A maximum IFSCAN value of 1 has been assigned to this building.

In accordance with the assessment conducted by CSV under the Cladding Risk Prioritisation Model (CRPM), a fully sprinklered building with an IFSCAN value of **two (2) or less**, indicates that the cladding on the building presents a **Low Risk**. For a detailed description on the methodology used to evaluate the buildings IFSCAN value, please refer to *G.02 – Implementation – IF-SCAN Procedure and Method*.

The building is provided with a total of **seven (7)** exits to all occupants. However, a conservative approach has been adopted for the Egress Assessment based on a single exit only.

All SOU's have access to the main entry/exit (lobby) provided on the ground level at the front of the building. The main entry/exit discharges via a glazed, sliding door directly outside onto Beach Road.

Even with the conservative adopted, it is demonstrated that, in accordance with PMCR F.05 – Interventions to Assist Egress, intervention is not required, and no remedial action is required for the exit.

1g7p9lv@CkLttPL)SLxTp9T5@CLkLts9Mx@CEsICLw(sCLtv@CTpsIN(sMTs5A□

Cladding Risk Category

Cladding Risk Category	Risk Description	Action
Low	Low residual cladding risk. Minimal risk to occupant safety.	Owner ESM maintenance and building operations to continue – expected limited or no required cladding intervention

3 Introduction

3.1 Document Purpose

The purpose of this Low-Risk Report is to provide essential guidance and information to municipal building surveyors regarding the Low Risk Rating, as assessed in accordance with the Cladding Risk Mitigation Framework (**CRMF**). Municipal building surveyors are required to have regard to the advice as per Minister's Guideline (**MG-15**), which aligns with the CRMF.

3.2 Cladding Risk Assessment Method¹

Buildings with **Combustible External Cladding** are assessed by CSV pursuant to its Cladding Risk Prioritisation Model and categorised into three risk categories. The three categories of cladding risk are as follows:

Cladding risk rating category	Risk description	
	Sprinkler protected	Not sprinkler protected
Unacceptable	Risk of fire spread across the Combustible External Cladding of □ SOU	Risk of fire spread across the Combustible External Cladding of □ SOU
Elevated	Risk of fire spread across the Combustible External Cladding of 3 SOU	Risk of fire spread across the Combustible External Cladding of 2 SOU
Low	Risk of fire spread across the Combustible External Cladding of □ SOU	Risk of fire spread across the Combustible External Cladding of □ SOU

The risk ratings presented herein are specifically attributed to the risks associated with Combustible External Cladding and do not encompass risks arising from other factors, including other parts of the building that may contain combustible materials.

This Building Report underscores areas identified as potential risks due to suspected presence of Combustible External Cladding.

It elaborates on a comprehensive review of documents provided by the Owners Corporation (OC) and the relevant City Council, along with desktop evaluations and due diligence inspections undertaken by CSV.

Furthermore, the report explains how this thorough assessment resulted in a **Low Risk** rating for the building, reflecting a minimal residual risk to occupant safety concerning the highlighted areas of concern.

¹ More information on CSV's risk policies can be found in *E.01 -Cladding Risk Policy - Trivial and Tolerable Cladding Risk* and *E.02 - Cladding Risk Policy - Sprinkler Protection*.

4 Cladding Risk Identification

1. Aerial View



2. North Elevation

Description:

This elevation consists predominantly of compressed cement sheet as identified in the VBA iAuditor inspection report.

ACP is provided to the leading edge, capping with a small downturn on the inside edge of the balcony balustrades located at the northern end of the western elevation.

The ACP is restricted to the first and second floor balustrades only and has been highlighted in red for clarity.





Typical configuration of ACP provided to the leading edge, capping and small downturn on the inside face of the balustrade.

Low risk justification:

The ACP is restricted to the leading edge, capping and small downturn on the inside face of the balustrade.

The ACP to this elevation generates a maximum Cladding Fire Spread Risk (CFSR) of **one (1)**, as the balustrades return into the SOUs and are in proximity of SOU windows.

There is no vertical connectivity between levels due to vertical displacement/separation between the two ACP balustrades.

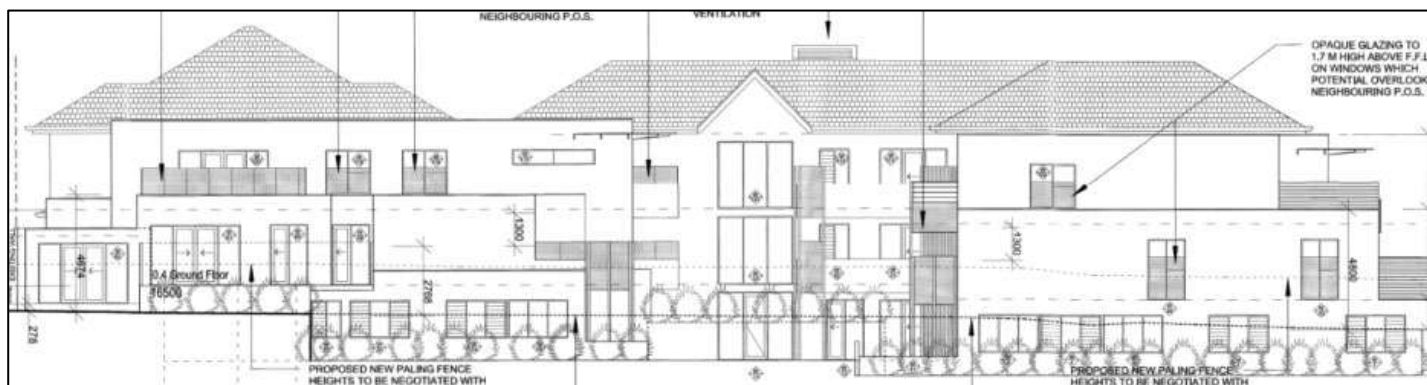
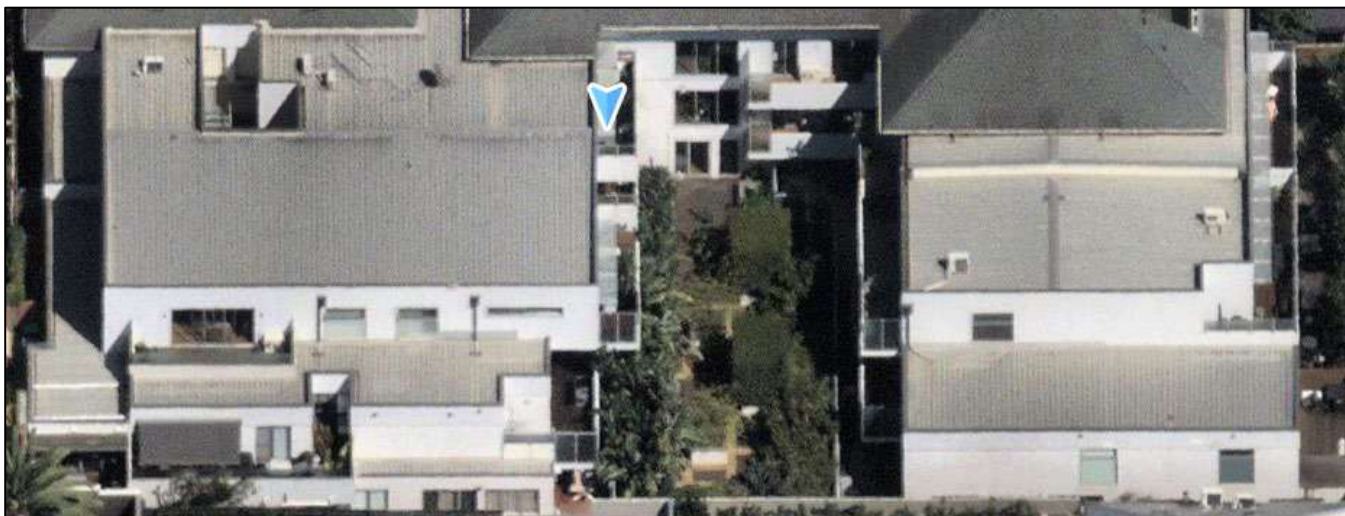
For more information regarding this rule refer to Section 6.3 of *G.02 – IF-SCAN Procedure/Method* of the PMCR.

In accordance with the cladding risk assessment in Section 3, this elevation is assessed to pose a **Low risk**. □

3. East Elevation

Description:

This elevation consists predominantly of compressed cement sheet and blockwork as identified in the VBA iAuditor inspection report. No ACP has been identified to this elevation.



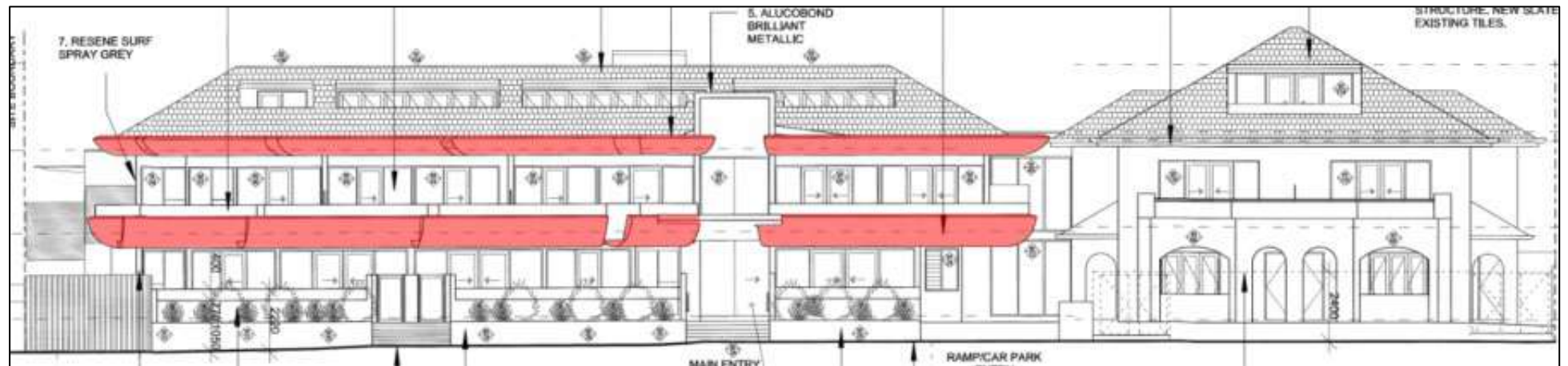
Low risk justification:

As there is no identified combustible cladding to this elevation, no Cladding Fire Spread Risk (CFSR) can be generated. In accordance with the cladding risk assessment in Section 3, this elevation is assessed to pose a **Low risk**.

4. West Elevation

Description:

This elevation consists predominantly of compressed cement sheet and ACP as identified in the VBA iAuditor inspection report. The ACP is provided to the leading edge, capping with a small downturn on the inside edge of the balcony balustrades to the first and second floors. The ACP has been highlighted in red for clarity.





Low risk justification:

The ACP is restricted to the leading edge, capping and small downturn on the inside face of the balustrade.

There is no vertical connectivity between levels due to vertical displacement between the two ACP balustrades. For more regarding this rule see section 6.3 of *G.02 – IF-SCAN Procedure/Method*.

The ACP to this elevation does not generate a CFSR, as the balustrades do not return into the SOUs and are not in proximity of the SOU windows.

In accordance with the cladding risk assessment in Section 3, that this building is sprinkler protected, this elevation is assessed to pose a **Low risk**.

5. South Elevation

Description:

This elevation consists predominantly of compressed cement sheet as identified in the VBA iAuditor inspection report.

ACP is provided to the leading edge, capping with a small downturn on the inside edge of the balcony balustrades to the first and second floors at the southern end of the building.

The ACP has been highlighted in red for clarity.



Low risk justification:

The ACP is restricted to the leading edge, capping and small downturn on the inside face of the balustrade.

The ACP to this elevation generates a maximum CFSR of **one (1)**, as the balustrades return into the SOUs and are in proximity of SOU windows.

There is no vertical connectivity between levels due to vertical displacement between the two ACP balustrades. For more regarding this rule see section 6.3 of *G.02 – IF-SCAN Procedure/Method*.

In accordance with the cladding risk assessment in Section 3, this elevation is assessed to pose a **Low risk**. □

5 Egress Assessment

The building is provided with **seven (7)** exits. However, not all SOU's can access all seven (7) exits and therefore a conservative approach has been adopted for this Egress Assessment. For the purposes of the Egress Assessment, this building is considered to be provided with one exit only. Information is provided on the 'other' exits to provide a complete description and understanding of the building's exits.

All SOU's, can egress the building via the main entry/exit lobby door located at the front of the building. The main entry/exit is provided with a glazed, sliding door which discharges directly to open space and onto Beach Road.

In addition to the main entry/exit door, SOU's 10, 11 and 31 to 34 also have their own respective alternative means egress from their SOU's.

SOU's 10 and 11 are provided with courtyards fitted with a gate that allows occupants to discharge via the courtyard directly onto Beach Road.

Units 31 to 34 also have their own direct egress to Beach Road via their own front entry.

The basement carpark is provided with a stair leading to the ground level which allows occupants to discharge via the main entry/exit door. The vehicular ramp to the car park is too steep to be considered an exit and it is for this reason, the ramp has been disregarded as an exit from the building.

Notwithstanding the above, the carpark is connected to the visitor carpark via a roller door that is provided with a manual push button to open the roller door in event of power failure. Once occupants reach the visitor carpark they have a clear unobstructed path up the ramp onto Beach Road.

In summary then, the exits from the building are as follows: -

- ☐ For all SOU's - egress via the main entry/exit door on the western elevation.
- ☐ For SOU's 10 and 11 – an alternative exit provided via courtyards and gate in addition to the main entry/exit door.
- ☐ SOU 31 to 34 dedicated front entry door in addition to the main entry/exit door.



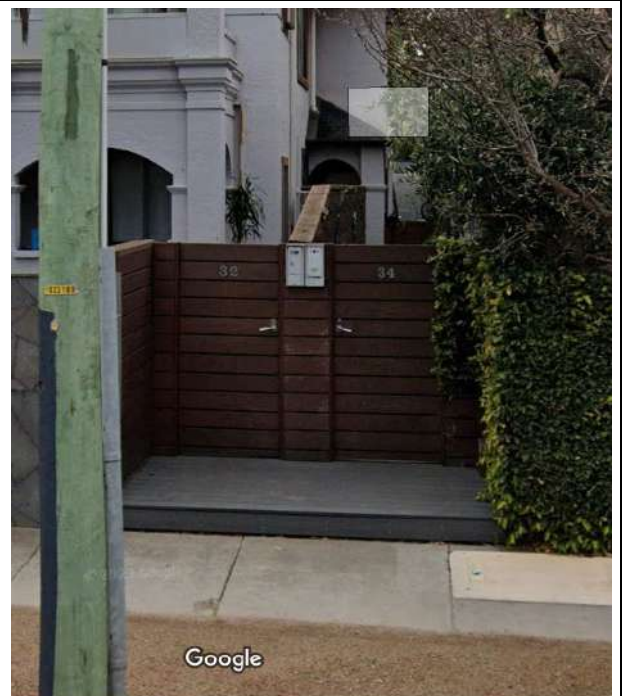
Gates to the courtyards of SOU's 10 & 11



Main Entry/Exit Door



Gates to the courtyards of SOU's 31 & 33



Gates to the courtyards of SOU's 32 & 34

Although the building is technically provided with multiple exits, a conservative approach has been adopted for the purposes of the Egress Assessment.

That is, the building is considered to have a single exit only. Information is provided on the various alternative exits to provide the reader with a complete understanding of the building and its various exits.

Accordingly, the provisions of PMCR F.05 – Intervention to Assist Egress have been applied for this egress assessment as a single exit only.

Building with Single Exit:

	Is there in-scope material around or above the exit?	Can the combustible cladding be considered as trivial?	Is there combustible cladding above the exit?	Is there a structure above the exit that will protect occupants?	Is there an ignition source for combustible cladding above the exit?
Primary Exit	Yes	No	Yes	Yes	Yes

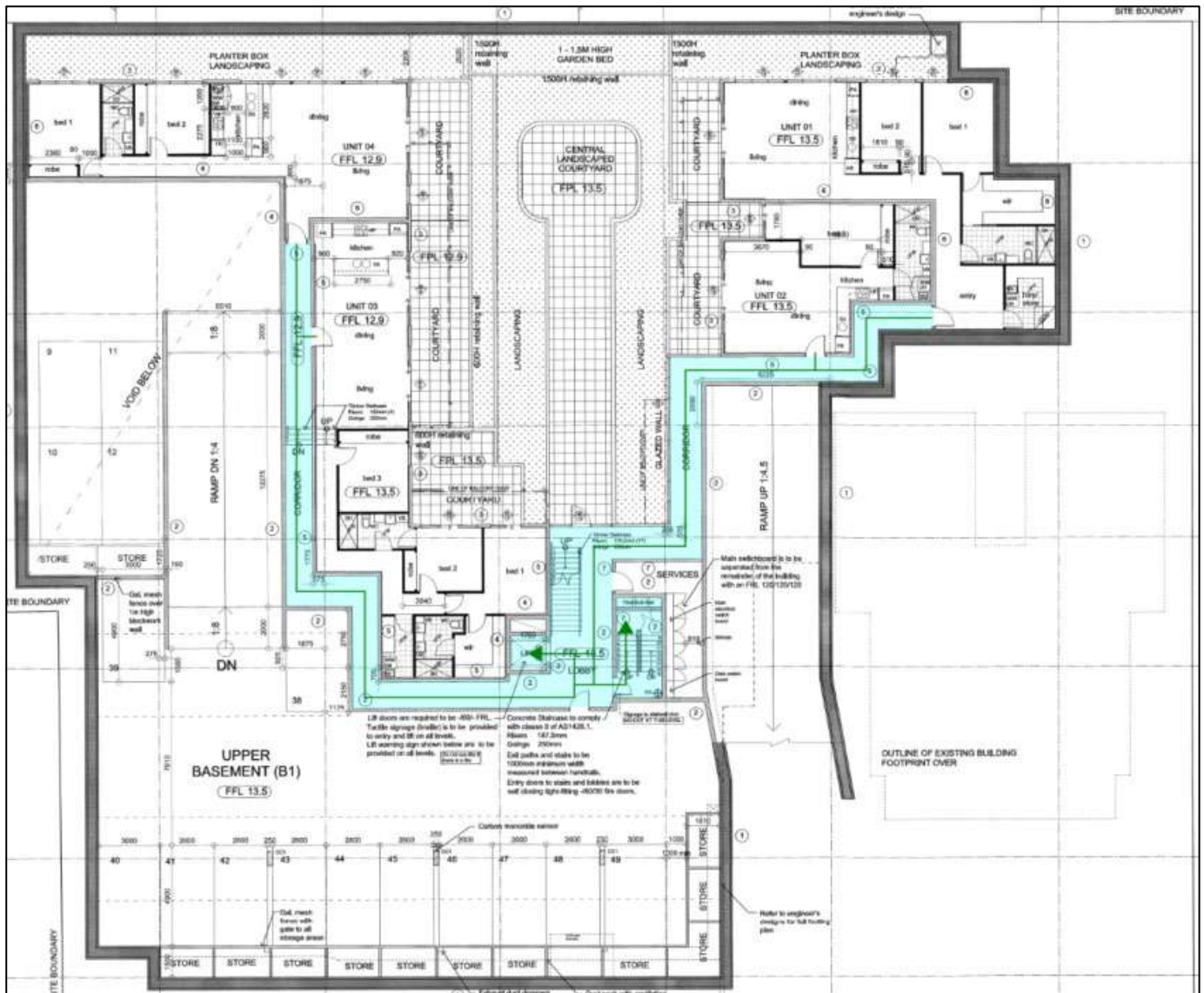
Is the exit cladding linked to SOU or other internal common area?	Is there sprinkler protection to a linked SOU or other internal common area?	Is there sprinkler protection to the exit?	Does the geometry of the exit provide safe egress for occupants?	Does combustible element extend to ground level allowing for benign fire ignition?	Are remedial actions recommended?
Yes	Yes	No	Yes	No	No

The above egress assessment is in accordance with the procedure outlined in *F.05 – PMCR Interventions – Interventions to Assist Egress*.

The floor plans below provide the location of the exits provided to the building with exits located at the western end of the building.

[illegible]

Basement carpark plan:

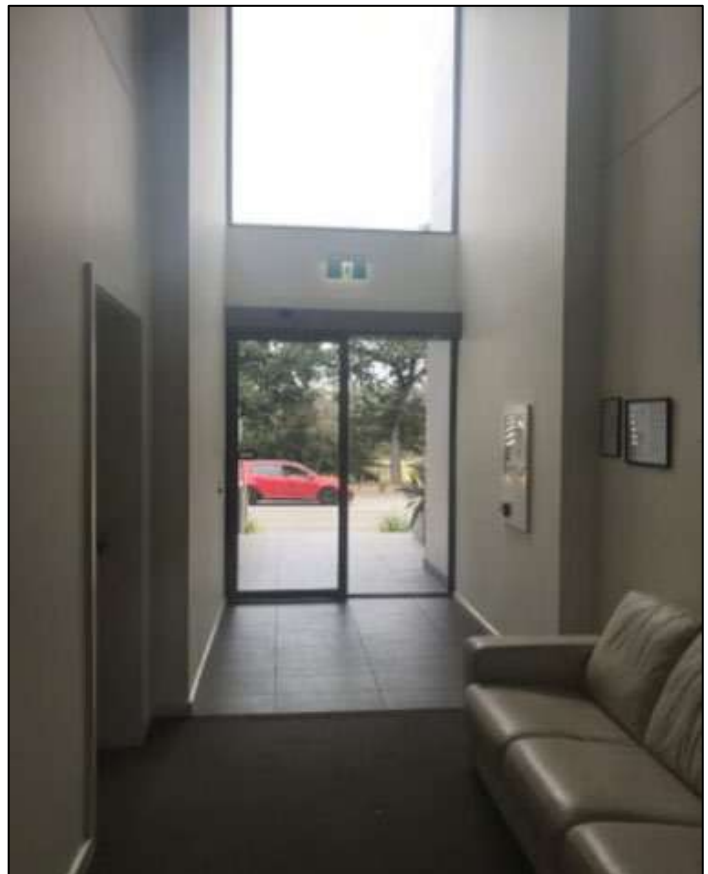
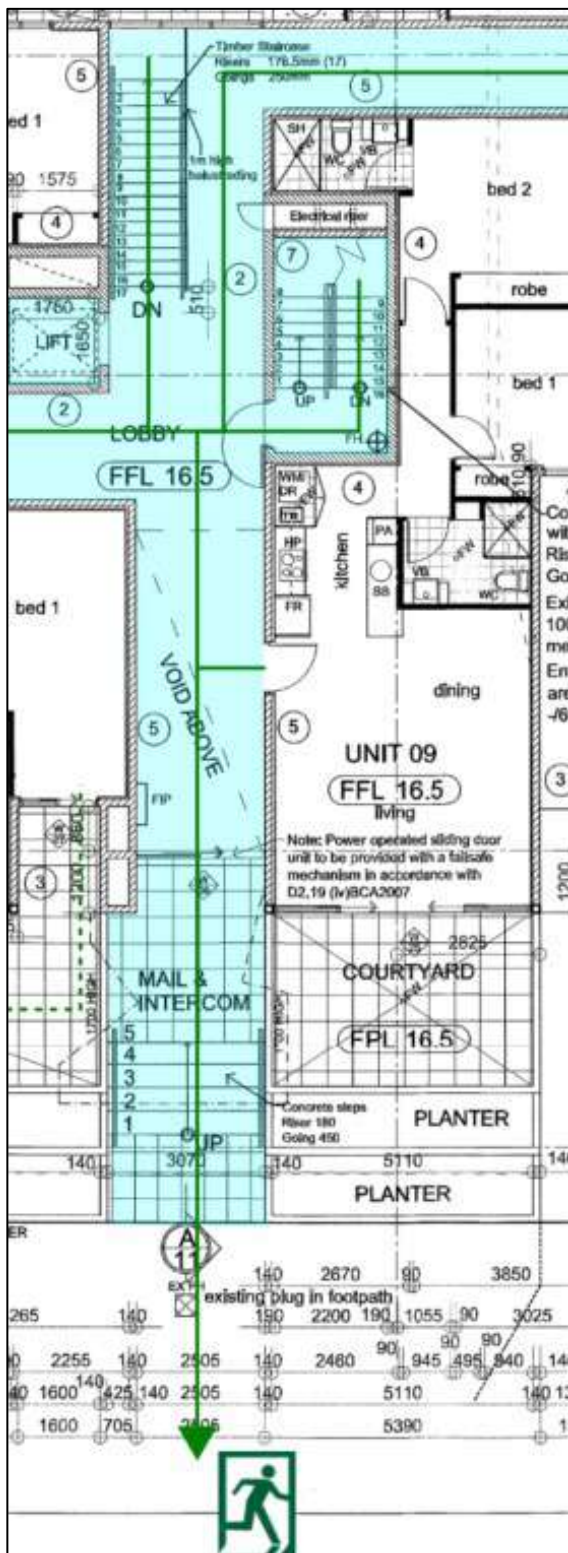


Primary Exit: Via Main Entry Foyer

Description:

The exit discharges occupants onto beach Road from the main foyer entry/exit door located at the front of the building on the western elevation.

Occupants are in proximity to ACP provided to the first floor balcony balustrades on each side of the exit. A canopy, provided with non-combustible cladding elements material is located above the exit door.



Low risk justification:

The canopy located over the exit will shield occupants utilising the exit from radiant heat and falling debris in a fire event.

The glazed, sliding exit door provides occupants with a clear line of sight allowing occupants to assess the tenability of the exit.

PMCR does not assess simultaneous fire scenarios and as such only one of the two balustrades could be on fire at a single time. This would allow occupants to move laterally along the exit path to generate further separation from the fire.

Applying PMCR F.05 – Intervention to Assist Egress and following the Logic Tree provided in Appendix B of PMCR F.05 results in “No further action required”

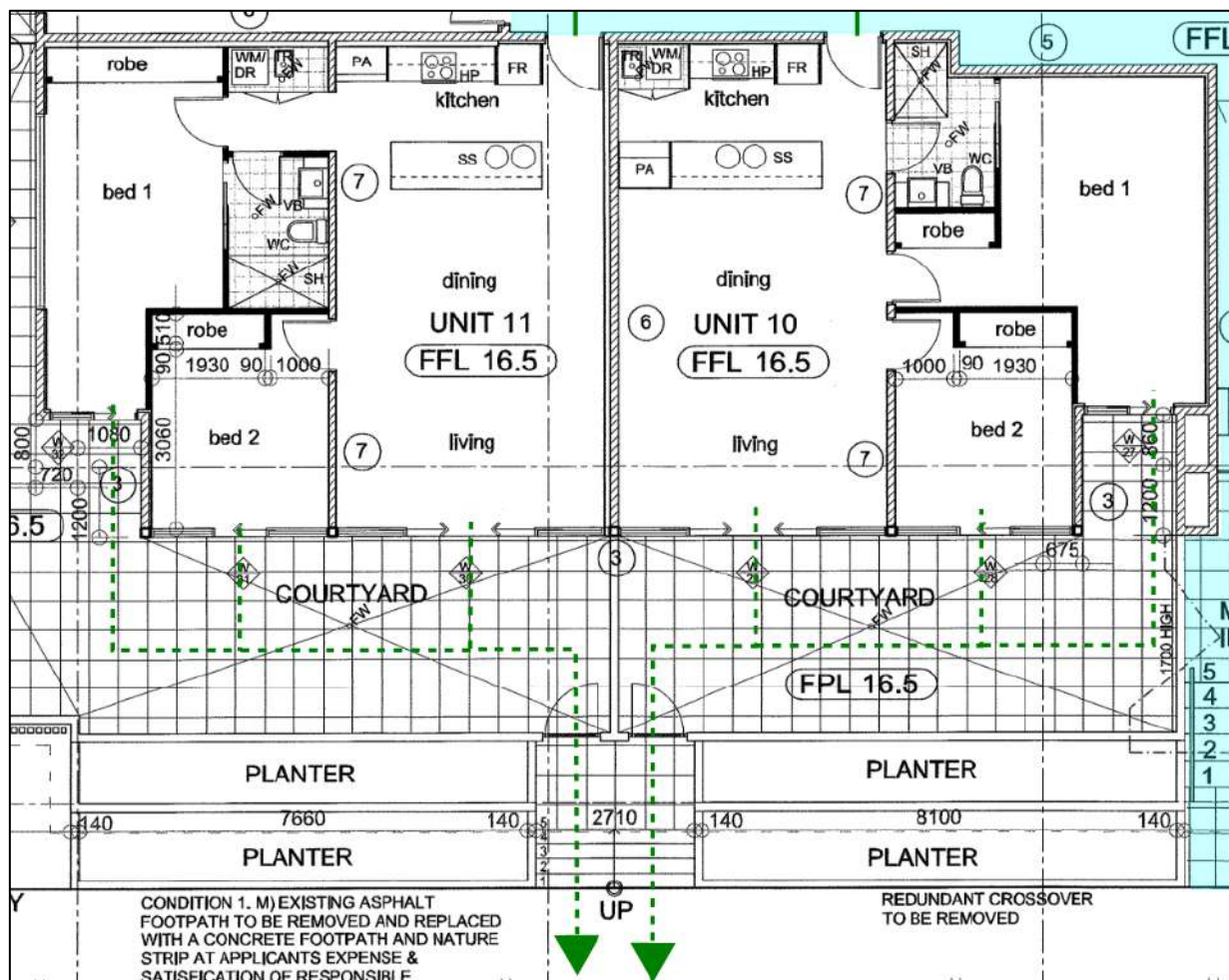
Conclusion: No remedial action recommended.

Alternative Exits: Via Private Courtyards

As mentioned previously, the 'alternative exits' have not been considered as part of the Egress Assessment, however information is provided to ensure a complete understanding of the building's exits is provided to the reader.

Description:

Units 10 & 11 are provided with courtyards that have private access to and from Beach Road. These exits are in proximity to the ACP that is used to the first-floor balcony balustrades above.



Low risk justification:

These exits do not require remediation as these exits are alternative to the primary exit which has been assessed to be low risk.

No remedial action recommended

Alternative Exits: Via Private Egress Paths

As mentioned previously, the ‘alternative exits’ have not been considered as part of the Egress Assessment, however information is provided to ensure a complete understanding of the building’s exits is provided to the reader.

Description:

Units 31 to 34 are provided with their own private egress paths discharging onto Beach Road. There is no ACP in proximity to these exits or egress paths.



Low risk justification:

There is no ACP in proximity to these exits or egress paths.

No remedial action recommended

6 Conclusion

6.1 Discussion and Outcome

CSV has v@CkLtTpL)sLxTp9T5@CLkLts9Mx@CEs1OLw(sCLtv@CTpsIN(sMts5A□

On 29 November 2024 Bayside City Council advised that Council is supportive of the findings and recommendations contained in this assessment.



ACE BODY CORPORATE CONSULTING

PROFESSIONAL PERSONAL SERVICE

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Email: consulting@acebcm.com.au

Website: www.acebodycorp.com.au

11th June 2025

86-88 Beach Road, Sandringham (Nautica) Fire Safety Responsibilities

Dear Residents,

As part of our ongoing commitment to ensuring safety within our community, we would like to remind you of the following fire safety responsibilities:

- **Annual Replacement of Smoke Detector Batteries:** Ensure smoke detector batteries are replaced annually to maintain functionality.
- **Door Seal Maintenance:** Check that front door seals on your apartment entrance door are working correctly to prevent smoke ingress.
- **Operation of Split System Units:** Ensure there is no hindrance to the operation of individual split system units and have filters cleaned regularly.
- **Sprinkler System Clearance:** Do not store items above the line of your storage cage that could hinder the sprinkler system from functioning as designed. Please remove stacked items if they breach this requirement as this is an insurance compliance issue.
- **Vent Cleaning:** Regularly clean bathroom vents and vented clothes dryers to prevent fire hazards.
- **Carpark Presentation:** Maintain cage/carpark presentation by avoiding storage of items in parking bays.
- **Fire Plans for Units:** Fire evacuation plans have been installed in common areas. Please see copies attached, ensure you have reviewed and understand where the exit and evacuation points are.
- **Fire Protection for Units with Cladding:** Front units with external cladding must have fire blankets, fire extinguishers, and connected water hoses available onsite.

Your cooperation in adhering to these guidelines is essential for the safety of all residents.

Thank you for your attention to these important matters.

Kind Regards

Emily MacKintosh

On behalf of the Owner Corporate Plan No PS 616638P

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:
safety;

-social behaviour; and

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

deployed by the Owners Corporation from time to time.

3

ny digital, video and sound images and related data captured by, stored in and recoverable from the CCTV System.

- 3 Federal Police
(AFP) and any other public organisations, authorities or agencies entrusted with a law enforcement function.
- 3 constitute or
involve any element of, or evidence of the commissioning of a crime, misconduct or disorder.
- 3 Owners Corporation charged with conducting an Investigation.
- 3 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
- 3.8
- illegal activity;
 - conduct that causes a substantial risk to health or safety, or to the environment; or
 - any unlawful conduct
- 3 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

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

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

OH&S Site Inspection Report

REPORT No: OHS 33371
INSPECTION DATE: 7/3/2024
INSPECTED by: LLA



PROPERTY DETAILS

Property Description: Four Storey Residential Apartment Development with Basement Carpark

Contact/Representative: Matthew Dodd - Ace Body Corporate Consulting

Address: Nautica, 86-88 Beach Road, Sandringham VIC 3191

OC No: 616638

Hazard Assessment Summary:	No. Items:
High Risk Hazards Identified	0
Moderate Risk Hazards Identified	2
Low Risk Hazards Identified	5
Maintenance Issues Identified	13
Recommendations / Additional Notes	4

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1. REPORT PURPOSE

The purpose of this report is to form part of the OH&S risk management requirements documented under the Occupational Health and Safety Act. A requirement of the sites risk management strategy is that all contractors and employees be made aware of any risks prior to commencing work. However, this assessment does not include members of the public covered under public liability insurance.

The observations and issues highlighted in this report remain the responsibility of the Owner/Manager to act upon.

1.1. SCOPE

Occupational Health and Safety site assessment in accordance with the following list.

Visual inspection of the following areas to ensure that there is safe access and egress.

- Plant Areas
- External Environment (Paths, Driveways, Parking)
- Internal Environment (Access, Passageways, Stairwells)
- Storage Areas (Hazardous Materials)
- General Work Environment (Trip Hazards, Lighting)
- Services and Amenities (Toilets, Common Facilities)

Assess and comment on the status of the following areas (where applicable) to advise if they have been implemented and or maintained.

- Evacuation Diagrams
- Essential Safety Measures
- Working at Heights Installations

The report describes the status of the site at time of inspection by detailing visible defects within the OH&S criteria. The assessment pertains to common property, noting that in some instances where a significant hazard is identified on a private Lot it may be listed/mentioned

lot owner for the appropriate action. No inclusions or assumptions have been made regarding any items or areas that are inaccessible or are visibly hindered by environmental or atmospheric conditions. Photographs have been included in this report to bring attention to any observations made during the inspection. The report outlines the items of concern and their location, usually with an accompanying photo.

The report assumes that all parts of the building construction complies to the relevant Building Codes and Australian Standards OR assumes that the building and or parts were compliant at the time of construction. Comments in relation to retroactive upgrades to improve safety have been made as a recommendation to improve the sites risk management strategy and reduce the potential hazards.

Comments in relation to Essential Safety Measures are based on potential hazards noted at the time of inspection, these comments do not qualify the status of the Essential Safety Measures and the Annual Essential Safety Measures report as per the Building Regulations 2018.

n site. An Asbestos Register should be obtained in accordance with the Occupational Health & Safety Regulations 2017.

the requirements of the Building Code or relevant Australian Standards. It is assumed that all surfaces and materials comply to the relevant construction codes and standards at the time of construction/installation. Where items are listed/mentioned regarding the type of material installed, location of the item and opinion in regard to the surfaces condition in both wet

and dry conditions. In some instances, the Owners Corporation may require further scientific analysis or manufacturers data to determine the appropriate control measures if required.

The assessment is in relation to the building structure/common areas and excludes an assessment of the Owners Corporations and or business requirements for safety management and procedures. The assessment does not pertain to Lot Owners or Businesses (Individuals or collectives) obligations regarding the Occupational Health and Safety requirements relating to business activities and employees.

Only non-conforming items or areas where safety can be improved are mentioned in the report.

1.2. BUILDING PURPOSE

Unless otherwise specified the building has been deemed to be used for the sole purpose as intended.

2. OWNERS CORPORATION STATUS REPORT

2.1. INSTRUCTIONS

We are instructed by Matthew Dodd from Ace Body Corporate Consulting, to carry out an OHS worksite inspection on the building premises common area.

2.2. THE PREMISES

2.2.1. BUILDING CLASSIFICATION

- Building Class: 2, 7a
- Building Details: Residential

2.2.2. DESCRIPTION

The building is approximately 10-15 years old and consists of 34 Lots.

2.3. INSPECTION

The inspection was carried out on 7/3/2024 and the weather was clear. Access was made available to all relevant external common property areas of the premises except where noted.

3. RISK ASSESSMENT

Risk assessment rationale allows the concerned parties to make informed decisions about future maintenance and rectification works to eliminate the hazard within the required time frame.

Determining the appropriate level of risk is achieved through professional judgement of the following attributes.

- i. Type of hazard, i.e. trip, protruding, fall, chemical, lighting, egress etc.
- ii. Location of hazard and level of occupant & vehicle traffic.
- iii. Probability of an incident.
- iv. Level of injury that could be sustained from the hazard; and
- v. Level of warning systems & appropriate signage.

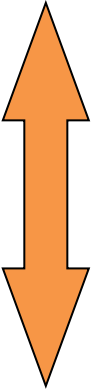
RISK ASSESSMENT PRIORITY LEVEL

Risk Assessment	Action Required
High Risk Hazard	items located in high trafficable areas in which the probability of an injury is increased. Items within this section are strongly recommended to be rectified immediately.
Moderate Risk Hazard	maintenance/rectification as soon as practicably possible and prioritised after high priority issues have been rectified.
Low Risk Hazard	housekeeping issues, these items present a current potential hazard however have been assess as low due to a reduced probability of an event or exposure, these items are required to be scheduled for repairs after the High Risk and Moderate Risk have been attended to.
Maintenance Issue	general maintenance or essential safety measures. These items may include, lighting issues (including emergency & exit), paths of travel, rubbish removal etc. Maintenance items listed may eventuate into a hazard if left un-monitored. These items generally do not pose as an immediate hazard but must be monitored to ensure that a hazard does not eventuate.
Recommendations	Items 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 property. Examples could include modifications to stairs or balustrades to meet current BCA requirements etc.

4. RISK CONTROLS & PRIORITIES

When identifying appropriate order/priority of rectification works (considering not all works to be done **8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100**)

To prioritise control measures and rectification works, you should start at the top of the hierarchy shown below and try to **eliminate** the hazard first, if that is not practicably possible then look further down the hierarchy into one or a combination of the other control measures.

Risk Control Measure	
 Most Effective Least Effective	Elimination Engage a suitably qualified contractor to eliminate the hazard from the property
	Substitution Replace with a similar item that does the same job but with a lower hazard level.
	Isolation Install pedestrian/vehicle control barriers between the person and the hazard i.e. bollards, locks, cages
	Engineering/Equipment Controls Change the process, equipment, or tools so the risk is reduced i.e. upgrade plant & equipment
	Administration Controls Adopt appropriate common area guidelines, procedures, rosters, training etc. to minimise the risk
	Personal Protective Equipment (PPE) Equipment worn to provide a temporary barrier in relation to contractors works, or volunteers working on the common area.

5. SUMMARY REPORT

1	External Grounds, Parking Driveways & Paths	
1.1	Fences & Barrier Walls	REFER NOTE - PART 6
1.2	Surface Condition	REFER NOTE - PART 6
1.3	Unloading & Work Area	NOT APPLICABLE
1.4	Vegetation	OK
1.5	Vehicle Access	REFER NOTE - PART 6

2	Buildings	
2.1	Access & Exits	OK
2.2	Glazing	REFER NOTE - PART 6
2.3	Internal & External Doors	REFER NOTE - PART 6
2.4	Internal Hallways	OK
2.5	Lighting	REFER NOTE - PART 6
2.6	Protrusions	REFER NOTE - PART 6
2.7	Signage	OK
2.8	Stairs & Balustrades	REFER NOTE - PART 6
2.9	Storage	REFER NOTE - PART 6
2.10	Surfaces	REFER NOTE - PART 6
2.11	Working at Heights	REFER NOTE - PART 6

3	Emergency Planning & Essential Safety Measures	
3.1	Emergency Diagram	REFER NOTE - PART 6
3.2	Essential Safety Measures	REFER NOTE - PART 6

4	Services & Amenities	
4.1	Electrical	NOT ACCESSIBLE /NOT ASSESSED
4.2	Gas	NOT APPLICABLE
4.3	Kitchens	NOT APPLICABLE
4.4	Plant Room & Equipment	REFER NOTE - PART 6
4.5	Plumbing	REFER NOTE - PART 6
4.6	Toilets	NOT APPLICABLE
4.7	Ventilation	NOT ACCESSIBLE /NOT ASSESSED
4.8	Waste	REFER NOTE - PART 6

5	Hazardous Substances	
5.1	Asbestos	REFER NOTE - PART 6
5.2	Storage	REFER NOTE - PART 6

6	Miscellaneous	
6.1	Miscellaneous	REFER NOTE - PART 6
6.2	Amenities	NOT APPLICABLE

6. REPORT

Item No	Clause / Risk Assessment	Location	Non Conformance/Potential Safety Hazard	Recommendation	Photo
1	1.1 - Fences & Barrier Walls 2 - MODERATE	Front Left Hand Side Timber Retaining Wall	A section of the timber retaining wall is loose and may be / become prone to collapse onto the public footpath.	Engage a suitably qualified contractor to repair the wall to ensure it is stable and free of hazards.	
2	2.8 - Stairs & Balustrades 2 - MODERATE	- Steps & Landing to Units 10 & 11 - Balustrades on Landing from Steps to Units 10 & 11	There are several issues along the stairs, landing and balustrade which present a risk of trips and falls: - Damaged and rotted timber on the landing has left a hole (approx. 60mm wide, 100mm deep) in decking which is a trip hazard near the top of the stair flights. - Tread nosings are loose and wobbly which may increase the risk of falls. - One of the balustrades is significantly loose which reduces the effectiveness of fall prevention.	As a matter of priority, engage a suitably qualified contractor to repair the deck, resecure the tread nosings, and resecure the balustrade to minimise the risk of trips and falls.	

Item No	Clause / Risk Assessment	Location	Non Conformance/Potential Safety Hazard	Recommendation	Photo
3	5.2 - Storage (Hazardous Materials) 3 - LOW	Main Switch Room	At the time of inspection, a small quantity of chemical products (e.g. paints) were being stored on common property. <i>NB: Chemical products have generally been removed since the prior inspection.</i>	Ensure hazardous and chemical materials are kept out of reach of children and stored as per their relevant MSDSs - Remove if required. Ensure outdated or redundant products are appropriately removed to minimise storage.	
4	1.2 - External Surface Condition 3 - LOW	Central Courtyard Decks	The timber decking boards are somewhat aged, are rotted in some locations, and some boards are wobbly and uneven (approx. 10-15mm) which are a potential trip hazard.	Maintain as appropriate to ensure the boards are secure, even, and free of trip hazards.	
5	1.5 - Vehicle Access 3 - LOW	Traffic Safety	Observed traffic safety provisions include: - Line markings. - Cautionary signage to alert drivers of pedestrians. - Traffic mirrors. - Traffic arrows. No speed limit / shared zone signage is displayed to provide caution and safe driving speed.	Install speed limit / shared zone signage at the driveway entry to promote caution and safe driving speed along the driveway. Ensure existing provisions are maintained and monitor the traffic environment for specific hazards and record and investigate any reported concerns, incidents and near misses to allow development of targeted safety improvements.	

Item No	Clause / Risk Assessment	Location	Non Conformance/Potential Safety Hazard	Recommendation	Photo
6	2.6 - Protrusions 3 - LOW	Deck Near Hydrant Booster	A water service component (valve or access point) is protruding (approx. 15mm) through the timber deck which is a potential trip hazard on a high traffic pedestrian access route.	Highlight the surrounding deck with contrasting high-visibility paint to increase caution and safety or consider a suitable method for covering the protrusion.	
7	2.10 - Building Surfaces 3 - LOW	Entry Tiling	Tiled surfaces can become slippery in wet conditions. <i>NB: No slip resistance testing was conducted at the time of inspection.</i>	Consider applying a slip resistant coating on the tiles to improve slip resistance and safety, especially if there have been any reported incidents, near misses, or concerns.	
8	6.1 - Miscellaneous 4 - MAINTENANCE ISSUE	Vehicle Exit	Marking alerting drivers to beware of pedestrians are installed on the driveway and vision is reasonable along the public footpath.	Ensure existing signage is maintained and monitored for hazards.	
9	2.5 - Lighting 4 - MAINTENANCE ISSUE	Common Lighting	Common lighting is installed on site. No major issues noted. Some lights were not illuminating in the north hallway on level 1.	Ensure that common lighting undergoes regular maintenance and is operational.	

Item No	Clause / Risk Assessment	Location	Non Conformance/Potential Safety Hazard	Recommendation	Photo
10	3.2 - Essential Safety Measures 4 - MAINTENANCE ISSUE	Throughout Property	Buildings with essential safety measures require an Essential Safety Measures Report (AESMR) to be conducted annually before the anniversary of the date of occupancy permit (18 August).	The AESMR is an audit of, and done in addition to, the routine servicing of the ESMs and is best conducted by an independent third party. Ensure that an AESMR is being conducted as per the regulations. <i>NB: ESM services may be responsibility of OC 1 despite location.</i>	
11	4.4 - Plant Room & Equipment 4 - MAINTENANCE ISSUE	Main Switch Room	At the time of inspection, a minimal quantity of items (e.g. spare building materials) were being stored inside the switch room.	The switchboard room and switchgear is designed in accordance to AS3000 and AS3439 and requires that all areas around the cabinet are kept clear and not obstructed (minimum 1000mm of all surrounds and minimum 600mm from open cabinet doors). Monitor storage, ensure orderly storage of items, and remove any non-essential materials / items to prevent excessive clutter.	

Item No	Clause / Risk Assessment	Location	Non Conformance/Potential Safety Hazard	Recommendation	Photo
12	2.10 - Building Surfaces 4 - MAINTENANCE ISSUE	Hallway Carpets	Wrinkles are noted in various locations on the hallway carpets. Trip hazards can arise with wear and tear of carpet. <i>NB: Some carpet has been replaced along the passageway to units 1 and 2.</i>	No immediate hazards, Monitor condition and repair or replace as / when appropriate to ensure the carpets are maintained in a good and hazard free condition.	
13	2.9 - Storage (General) 4 - MAINTENANCE ISSUE	- Access Area to Units 33 & 34 - Ground & Lower Ground Level Hallways - Entry to Central Courtyard - Around Central Courtyard Planters	At the time of inspection, suspected private items (e.g. pot plants) were being stored on common property which may contravene Owners Corporation Rules. Accumulation of items may result in clutter, obstructions, or trip hazards. Allowing items to be stored on common property can also encourage more widespread storage.	Ensure occupants are aware of the Owners Corporation rules regarding storage of private items on common property and advise removal or store appropriately (if permission from the Owners Corporation is granted).	 
14	2.10 - Building Surfaces 4 - MAINTENANCE ISSUE	Main Switch Room Around Door to Ground Level Lobby	Mabi Services has been advised that the plaster around the door may not meet the required fire resistance levels.	Ensure essential safety measures pertaining to fire integrity and resistances are being inspected as per the occupancy permit and review advice from contractors regarding any defects or further investigations required.	

Item No	Clause / Risk Assessment	Location	Non Conformance/Potential Safety Hazard	Recommendation	Photo
15	2.9 - Storage (General) 4 - MAINTENANCE ISSUE	Parking Spaces & Cages	At the time of inspection, private items were being stored on various private yet commonly accessible parking spaces and packed over the top of some storage cages which can interfere with the sprinkler system in the event of a fire. Accumulation of items on parking spaces can also result in clutter, obstructions, or trip hazards.	Ensure private storage does not obstruct the sprinkler heads. Consider installing signage advising occupants to not store items above a certain height relevant to the sprinkler heads. Consult ESM service provider for specific requirements regarding clearance around sprinkler heads for this property. Ensure occupants are aware of relevant Owners Corporation rules regarding storage of items on private yet commonly accessible property. It is recommended that storage of items be restricted to within cages, avoided, or kept to a minimum.	
16	2.3 - Internal & External Doors 4 - MAINTENANCE ISSUE	Carpark Roller Door	At the time of inspection, the carpark roller door was damaged and out of service.	Repair or replacement works are being arranged.	

Item No	Clause / Risk Assessment	Location	Non Conformance/Potential Safety Hazard	Recommendation	Photo
17	4.8 - Waste 4 - MAINTENANCE ISSUE	Basement Fan Room	A small quantity of waste materials was noted in the basement fan room.	No immediate hazards. Remove waste or redundant items to ensure the area is kept maximally clear.	
18	4.5 - Plumbing 4 - MAINTENANCE ISSUE	- Basement Above Car Space 34 - Water Meters	A leak has been identified from an overhead service pipe in the basement. A minor leak is present around the water meters.	Mabi Services has been advised that the leak in the basement has been investigated and rectification is being pursued. Engage a suitably qualified contractor to seal leaks around the water meters to prevent excessive water accumulating on the floor.	 
19	5.1 - Asbestos 4 - MAINTENANCE ISSUE	N/A	Some original building structures (i.e. units 31-34) predate the construction date of the main buildings and may therefore Asbestos Containing Material (ACM) may be present on site.	Although it is probable that any ACMs were removed during redevelopment works, if there are any uncertainties as to the status of materials it is advised that an Asbestos Inspection conducted for this site, and a register be stored on site to make available to contactors.	

Item No	Clause / Risk Assessment	Location	Non Conformance/Potential Safety Hazard	Recommendation	Photo
20	3.1 - Emergency Diagram 4 - MAINTENANCE ISSUE	Throughout Property	Evacuation diagrams have been installed throughout the property. However, the plans: - Are incorrectly oriented in various locations. - Display red instead of green paths of travel exits or do not display paths of travel to exits. - ☐ labels in many instances. - Do not indicate a validation date. - Do not display a legend of symbols and / or display the locations of the hose reels or extinguishers.	Ensure evacuation plans are reviewed as nominated or at least every 5 years. Upon review ensure plans are / remain compliant to AS3745 i.e.: - located between 1200mm & 1600mm from the floor. - correct orientation. - minimum floor areas of 200mm x 150mm or 30,000mm² - you must . - location of hose reels/extinguishers. - green-indicated paths of travel and exits. - legend of symbols. - validation date.	

Item No	Clause / Risk Assessment	Location	Non Conformance/Potential Safety Hazard	Recommendation	Photo
21	2.11 - Working at Heights 5 - RECOMMENDATION	Roof (Not Accessed, Limited Views Only)	Regulations for the prevention and management of fall risks apply for all works where there is a risk of falls. Working on roofs is considered high-risk construction work where there is a risk of an involuntary fall greater than 2 metres. No working at heights provisions are evident.	Ensure that workers / contractors are suitably qualified and hold appropriate working safely at heights training and are aware of the OH&S working at height requirements (i.e. OH&S Regulations 2017 Part 3.3) prior to beginning work or consider consulting a working at heights systems installer to assess the roof and make recommendations for improvement (e.g. installation of anchor points, fall prevention rails, fixed ladders etc.). Ensure contractors are advised of any known hazards with regards to working at heights (e.g. damaged, fragile, unstable, or slippery surfaces on the roofs, plant near live edges) to fulfill duty of care and to assist contractors in conducting their job safety analysis.	

Item No	Clause / Risk Assessment	Location	Non Conformance/Potential Safety Hazard	Recommendation	Photo
22	2.2 - Glazing 5 - RECOMMENDATION	- Main Entry Glazing - Courtyard Entry Glazing & Windows - Hallway Windows	Decals are installed across the glazing, however they are not compliant to AS 1428.1 ☐ 2009 in regards to certain features (e.g. width, fullness) and may not be optimally effective.	When due for replacement, engage a suitably qualified contractor to install compliant decals across the glazing as per AS 1428.1 ☐ 2009, including but not necessarily limited to: - Consisting of a solid, non-transparent, and contrasting line. - Extending across the full width of the glazing. - Not less than 75mm wide. - Positioned between 900mm ☐ 1000mm when measured from the lower edge of the line to the finished floor surface. - Of sufficient contrast - minimum 30% luminescence when viewed through the glazing against the floor surface and from within 2000mm of the glazing.	

Item No	Clause / Risk Assessment	Location	Non Conformance/Potential Safety Hazard	Recommendation	Photo
23	6.1 - Miscellaneous 5 - RECOMMENDATION	Visitor Parking	The parking spaces border the building walls which may therefore be prone to vehicle impact. Wheel stops and barricading are generally installed on other parking spaces but not on the visitor parking spaces.	Consider installing wheel stops on the parking spaces to prevent impact with the wall / fence / neighbouring building.	
24	2.10 - Building Surfaces 5 - ADDITIONAL NOTE	Façade Cladding	Mabi Services has been advised that combustible cladding has been identified on the building.	The Owners Corporation is awaiting advice from Cladding Safety Victoria.	

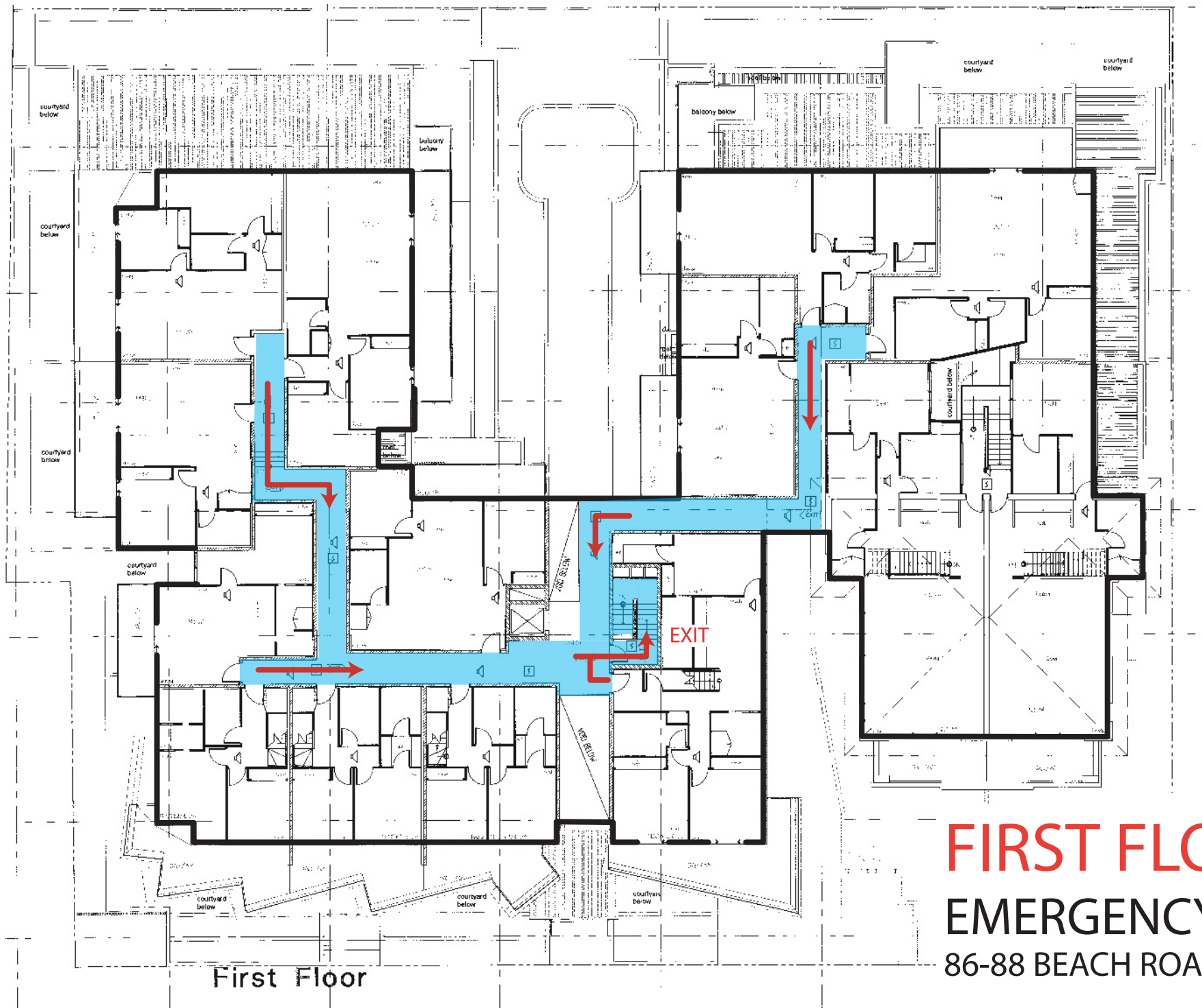
7. CHECKLIST

Item No	Item Reference	Risk Level	Action Taken	By Whom	Date Completed
1	1.1 - Fences & Barrier Walls	2 - MODERATE			
2	2.8 - Stairs & Balustrades	2 - MODERATE			
3	5.2 - Storage (Hazardous Materials)	3 - LOW			
4	1.2 - External Surface Condition	3 - LOW			
5	1.5 - Vehicle Access	3 - LOW			
6	2.6 - Protrusions	3 - LOW			
7	2.10 - Building Surfaces	3 - LOW			
8	6.1 - Miscellaneous	4 - MAINTENANCE ISSUE			
9	2.5 - Lighting	4 - MAINTENANCE ISSUE			
10	3.2 - Essential Safety Measures	4 - MAINTENANCE ISSUE			
11	4.4 - Plant Room & Equipment	4 - MAINTENANCE ISSUE			
12	2.10 - Building Surfaces	4 - MAINTENANCE ISSUE			

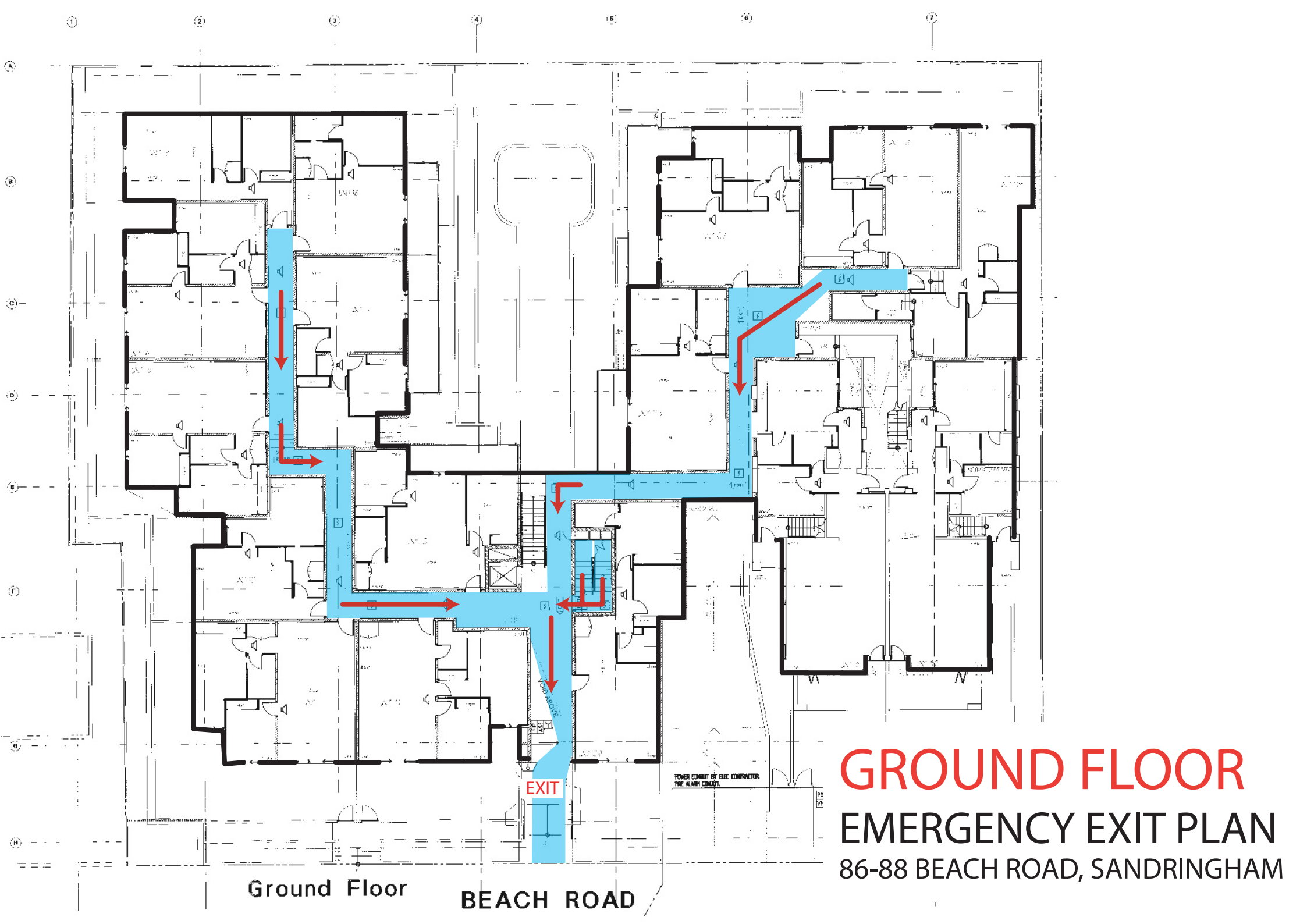
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Item No	Item Reference	Risk Level	Action Taken	By Whom	Date Completed
13	2.9 - Storage (General)	4 - MAINTENANCE ISSUE			
14	2.10 - Building Surfaces	4 - MAINTENANCE ISSUE			
15	2.9 - Storage (General)	4 - MAINTENANCE ISSUE			
16	2.3 - Internal & External Doors	4 - MAINTENANCE ISSUE			
17	4.8 - Waste	4 - MAINTENANCE ISSUE			
18	4.5 - Plumbing	4 - MAINTENANCE ISSUE			
19	5.1 - Asbestos	4 - MAINTENANCE ISSUE			
20	3.1 - Emergency Diagram	4 - MAINTENANCE ISSUE			
21	2.11 - Working at Heights	5 - RECOMMENDATION			
22	2.2 - Glazing	5 - RECOMMENDATION			
23	6.1 - Miscellaneous	5 - RECOMMENDATION			
24	2.10 - Building Surfaces	5 - ADDITIONAL NOTE			

[illegible]



FIRST FLOOR
EMERGENCY EXIT PLAN
86-88 BEACH ROAD, SANDRINGHAM



Ground Floor

BEACH ROAD

GROUND FLOOR
EMERGENCY EXIT PLAN
86-88 BEACH ROAD, SANDRINGHAM

POWER CORDS BY BLUE CONDUCTOR
THE ALARM CORDS

Maintenance Plan Forecast (15 Years)

REPORT No: MP 33729
INSPECTION DATE: 07/03/2024
INSPECTED by: LLA & KOS



PROPERTY DETAILS

Property Description: Low-Rise Residential Apartment Development with Secure Basement

Contact/Representative: Matthew Dodd - Ace Body Corporate Consulting

Address: Nautica, 86-88 Beach Road, Sandringham, VIC, 3191

OC No: 616638

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1. REPORT PURPOSE

The purpose of this Maintenance Plan forecast is to provide the Owners Corporation with an estimated budget for the repair and replacement of maintainable items within the common property (including major capital items), in order to maintain the common property in a good state of repair.

The forecast has been developed in accordance with Part 3 - Division 3 Owners Corporations Act 2006.

1.1. SCOPE

The Maintenance Plan budget is developed in order to maintain a property in a good state of repair and in an attempt to eliminate the need to accrue special levies for foreseeable future maintenance works. The Maintenance Plan has been developed to have a progressive growth to allow for replacement & maintenance repairs to any items listed within the plan over the next fifteen years.

The Maintenance Plan has been developed independently from the Owners Corporation's administration fund and does not allow for management fees and regular/recurring fees such as caretaking, service agreements, waste removal etc.

Our Maintenance Plan will provide a list of major capital items that require anticipated repairs and replacement over the next fifteen years, including current estimated repair costs and allowance for inflation on future works.

The report includes:

- A 15 Year Maintenance Plan compliant to Part 3 - Division 3 Owners Corporations Act 2006;
- A current condition report of items listed, including a forecast of life expectancy;
- A budget table listing the recommended anticipated accrual of levies against the anticipated expenses for the next fifteen years;
- A first year lot liability breakdown for the accrual of levies, as per the registered Plan of Subdivision;

2. OWNERS CORPORATION STATUS REPORT

2.1. INSTRUCTIONS

We are instructed by Matthew Dodd from Ace Body Corporate Consulting to compile a 15 Year Maintenance Plan of the building premises on behalf of the Owners Corporation. The Maintenance Plan Budget is carried out compliant to the Owner's Corporation Comprehensive Act 2006. This inspection has been completed by Mabi Services.

2.2. THE PREMISES

2.2.1. BUILDING CLASSIFICATION

- Building Class: 2, 7a
- Building Use Details: Residential

2.2.2. SITE INSPECTION REPORT

- The development consists of a low-rise residential building containing thirty-four apartments over four levels with a secure basement carpark.
- Common property typically consists of façade, ground floor lobby, fire isolated stairwells, open stairwells, passageways, passenger lift, rear courtyard, basement, plant and equipment rooms and roof.
- The development consists of 1 Own e Corporation.
- The development is approximately 15 years old.

2.3. INSPECTION

The property inspection was carried out on 07/03/2024 .

Access was made available to all relevant areas of the building and common property except where noted.

3. EXPLANATION / DEFINITIONS

3.1. Maintenance Plan Details

The *Maintenance Plan Details* provide a detailed assessment of the particular requirements and status of the Owners Corporation including but not limited to the strata number, address, number of liabilities, assumed inflations/tax/interest rates etc. If any details on this table are incorrect please contact our office and an amendment can be made.

Key items in this section are as follows:

- Commencement date of the plan
- Existing/current funds available
- GST status

3.2. Annual Maintenance Plan Budget & Summary

The *Annual Maintenance Plan Budget & Summary* provides a fifteen year break down of the anticipated expenses, yearly contributions and year-ending balances taking into account interest received on funds, minus taxation on interest.

Interest has been calculated on an average rate as detailed within the report. Actual interest is dependent on how funds are utilised by the Owners Corporation.

The tax rate applied has been calculated at the present Tax office ruling rate.

Adjustments can be made if required.

It is important to note that although the Maintenance Plan attempts to forecast yearly expenditure based on normal wear and tear it is likely that not all items within the plan will require repairs or maintenance as forecasted. Any monies accrued in the Maintenance Plan account may be used on any item listed within this maintenance plan and exact values on estimates may not be adhered to.

It is very important that if estimated expenditure is not undertaken, that the yearly contributions are still made as it is likely that any expenditure not undertaken in earlier years will eventually be required at a later date and the Owners Corporation may be left with a shortfall on accrued funds.

3.3. Unit/Lot Contributions

The *Unit/Lot Contributions Summary* is a basic summary that is to provide a quick glance approximation of the average contributions per Unit/Lot for the first year of the budget. Further analysis is found on the Liability Schedule.

3.4. Maintenance Plan Calculations

The *Maintenance Plan Calculations* page is a comprehensive account of all maintainable items assessed to form part of the common property, including major capital items as required by the Owners Corporations Act.

Area measurements and quantities have been calculated from the documents provided and information gathered during the site inspection. The approximate values are deemed sufficient to develop a practical cost assessment. Replacement rates have been calculated on current industry costs. We have relied on Rawlinson's Construction Handbook, industry professional cost assessments.

Inspection of the building was carried out on all accessible areas. Some assumptions may have been made for inaccessible areas, and it is deemed that these assumptions are negligible to the total forecast costs relating to this plan.

Key items in this section are as follows:

- Total Cost: The anticipated value for replacement or repairs at today's rates
- Allowance: Allowance for "Replacement" means a "Forecast Analysis" and usually represents item Allowance for "Maintenance" means a percentage provide for maintenance or repairs of that item represents items that will not require replacement over the long term but will require ongoing repairs to maintain them in a good state of repair.
- Year Due: Estimated year that replacement/maintenance repairs will be required on the item.
- Condition: Basic condition assessment is assessed
- Expected Life: Estimated total life of an item after it has been replaced/repared assuming normal wear and tear.

Costs and estimates that have been provided have been calculated to provide sufficient funds for the estimated future repairs and replacement works required in keeping the common property in a good state of repair.

3.5. Maintenance Plan –Forecast Analysis

The *Maintenance Plan Forecast Analysis* shows the detailed calculations based on the year an item is estimated to undertake repairs or replacement, including inflation to the costs over the time period predicted. Subsequently the total life of a repaired/replaced item may still fall into this fifteen year budget and an inflated future value has been calculated for these items.

This section also calculates the estimated yearly expenditure which forms the basis calculations for the estimated yearly contribution of funds as per the *Annual Maintenance Plan Budget & Summary Table*. This plan also includes a contingency amount which has been derived from a percentage estimate for foreseeable maintenance expenses over the next twenty-five years in order to make appropriate allowances for funds to be available for the years following this fifteen year forecast. This nominal percentage has been included to reduce the likelihood of unexpected levies required in years after this budget.

Items that first occur outside the initial fifteen years have had proportionate values included within the first fifteen year budget to allow the build-up of contributions for when these items require expenditure. These items are listed and usually represent major plant and equipment.

Items listed in “maintenance” under the “allowance” section page have had a percentage factor nominated to provide for basic repairs and maintenance as opposed to full replacement.

3.6. First Year - Annual Liability Schedule

The *First Year Annual Liability Schedule* provide the Owners Corporation & Owners Corporation Manager a detailed breakdown of the first year's annual budget contributions divided up over the registered liabilities for each Lot.

4.1 Budget Summary – Owners Corporation No 1

Maintenance Plan Details	
Assessment Date	07/Mar/24
Strata Number	616638
Common Property No.	Owners Corporation No 1
Property Address	Nautica, 86 88 Beach Road, Sandringham, VIC, 3191
Commencement Date	Sep/24
Manager Details	Ace Body Corporate Consulting
Manager Address	P.O. Box 5583 Mordialloc VIC 3195
Assumed Inflation Rate (%)	3.5%
Assumed Tax Rate (%)	30%
Annual Budget Inflation (%)	5.0%
Assumed Interest Rate (%)	0.0%
GST Amount (%)	10%
GST Status (Registered)	Yes
Starting Balance (\$)	\$160,989.00
No Units	34
No Lots	34
No Liabilities	340

Notes	
Maintenance & overhauls of plant & equipment inc lift overhaul	year 10
Maintenance of major essential safety measures, detection & sprinklers	
External façade maintenance & painting	year 2 (as quoted)
Maintenance of ground floor lobbies, cour yard and carpark	

Annual Maintenance Plan Budget & Summary				
Year Ending	Yearly Contribution Including GST	Estimated Expenditure Inc GST	Balance (Int. & Tax & Balance)	
1	Aug/25	84,259	14,949	223,999
2	Aug/26	88,500	280,718	49,255
3	Aug/27	92,925	93,336	48,881
4	Aug/28	97,571	88,902	56,762
5	Aug/29	102,450	48,645	105,676
6	Aug/30	107,572	51,365	156,773
7	Aug/31	112,951	21,314	240,079
8	Aug/32	118,598	144,675	216,372
9	Aug/33	124,528	1,844	327,903
10	Aug/34	130,755	329,339	147,372
11	Aug/35	137,292	8,905	264,088
12	Aug/36	144,157	395,980	35,157
13	Aug/37	151,365	13,569	160,427
14	Aug/38	158,933	23,023	283,981
15	Aug/39	166,880	102,711	342,316
		1,818,735	1,619,275	

Unit/Lot Contributions Summary (Refer Liabilities Table)	
Number Units:	34
Number Lots:	34
Liability Rate (First Year):	247.82
First Year Contributions/Budget:	84,259
Average Cost Per Unit:	2,478

GST Inclusive

Detailed Maintenance Plan Calculations & Forecast Analysis																										
									1	2	3	4	5	6	7	8	9	10	11	12	13	14	15			
									Aug/25	Aug/26	Aug/27	Aug/28	Aug/29	Aug/30	Aug/31	Aug/32	Aug/33	Aug/34	Aug/35	Aug/36	Aug/37	Aug/38	Aug/39	Total (15Y)		
REF#		Qty	Unit	Rate	Total	Allowance	Condition	Year Due	Expected Life																	
	Owners Corporation No 1																									
1	Vertical Transport																									
2	Passenger Lifts (Major Overhauls)	1.00	No	\$ 120,000.00	\$ 120,000.00	Replacement	Good	10	25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 169,271.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 169,271.85	
3	Passenger Lifts (Car Refurbishments)	1.00	No	\$ 20,000.00	\$ 20,000.00	Replacement	Good	10	25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,211.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,211.98	
4		-		\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5	Hydraulics / Water Harvest / Pump Stations																									
6	Sump Pump	1.00	Unit	\$ 2,500.00	\$ 2,500.00	Replacement	N/A	7	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,180.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,046.74	\$ -	\$ 7,227.43	
7	Stormwater Pump Station	1.00	Unit	\$ 3,000.00	\$ 3,000.00	Replacement	N/A	7	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,816.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,856.08	\$ -	\$ 8,672.92	
8		-		\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	Mechanical Ventilation																									
10	Carpark Exhaust Fan	1.00	No	\$ 3,500.00	\$ 3,500.00	Replacement	Good	5	20	\$ -	\$ -	\$ -	\$ -	\$ 4,156.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,156.90	
11	Carpark Supply Air Fan	1.00	No	\$ 3,500.00	\$ 3,500.00	Replacement	Good	5	20	\$ -	\$ -	\$ -	\$ -	\$ 4,156.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,156.90	
12	Switchboards (HVAC Sub Boards)	1.00	No	\$ 5,000.00	\$ 5,000.00	Replacement	Good	15	30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13	Sundry Ductwork & Dampers / Misc.	1.00	Unit	\$ 2,500.00	\$ 2,500.00	Replacement	N/A	10	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,526.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,526.50	
14	CO Monitoring	1.00	No	\$ 4,000.00	\$ 4,000.00	Replacement	Good	5	10	\$ -	\$ -	\$ -	\$ -	\$ 4,750.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,701.40	\$ 11,452.14	
15		-		\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
16	Mains Infrastructure																									
17	Water Mains & Riser Infrastructure	1.00	Unit	\$ 40,000.00	\$ 40,000.00	Maintenance	N/A	35	50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Contribution	
18	Electrical Mains & Riser Infrastructure	1.00	Unit	\$ 40,000.00	\$ 40,000.00	Maintenance	N/A	35	50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Contribution	
19	Communications & Riser Infrastructure	1.00	Unit	\$ 35,000.00	\$ 35,000.00	Maintenance	N/A	35	50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Contribution	
20	Sewer Infrastructure	1.00	Unit	\$ 35,000.00	\$ 35,000.00	Maintenance	N/A	35	50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Contribution	
21	Stormwater Infrastructure	1.00	Unit	\$ 30,000.00	\$ 30,000.0																					

4.2 Maintenance Plan Calculations Forecast Analysis

Detailed Maintenance Plan Calculations & Forecast Analysis									1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
									Aug/25	Aug/26	Aug/27	Aug/28	Aug/29	Aug/30	Aug/31	Aug/32	Aug/33	Aug/34	Aug/35	Aug/36	Aug/37	Aug/38	Aug/39	Total (15Y)
REF#																								
98	Carpark																							
99	Line Markings (rate incl numbering)	343.00	Lm	\$ 5.00	\$ 1,715.00	Replacement	Good	3	8	\$ -	\$ -	\$ 1,901.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,503.85	\$ -	\$ -	\$ -	\$ -	\$ 4,405.30
100	Vehicle Entry Garage Gate Motors & Control	1.00	No	\$ 3,000.00	\$ 3,000.00	Replacement	Good	10	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,231.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,231.80
101	Vehicle Entry Garage Gate *Replace Gates	1.00	No	\$ 10,000.00	\$ 10,000.00	Replacement	Good	15	30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,753.49	\$ 16,753.49
102	Plant Room Fire Doors (Repairs & Painting)	3.00	No	\$ 200.00	\$ 600.00	Replacement	Good	5	10	\$ -	\$ -	\$ -	\$ 712.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,005.21	\$ 1,717.82
103	Painting Walls	259.20	M2	\$ 20.00	\$ 5,184.00	Replacement	Good	5	10	\$ -	\$ -	\$ -	\$ 6,156.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,685.01	\$ 14,841.97
104	General Maintenance (Common Property Elements Only.)	1.00	No	\$ 500.00	\$ 500.00	Maintenance	Good	5	5	\$ -	\$ -	\$ -	\$ 593.84	\$ -	\$ -	\$ -	\$ -	\$ 705.30	\$ -	\$ -	\$ -	\$ -	\$ 837.67	\$ 2,136.82
105	Signage	-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106	Bollards / Mechanical Protection	-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
107	Vehicle Mirrors	-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
108	Storage Cages	-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
109	Bicycle Racks	-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
110		-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
111	NB: Replacement of veh i e gate (damage March 2024) excluded from budget	-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
112		-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
113	Grounds																							
114	Concrete Driveway (Ad Hoc)	1.00	M2	\$ 140.00	\$ 140.00	Replacement	Good	10	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19.75
115	Grounds Painting (Walls & Planters) *Included in External Painting Scope	1.00	No		\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
116	Planters / Landscaping	1.00	M2	\$ 120.00	\$ 120.00	Maintenance	Good	5	5	\$ -	\$ -	\$ -	\$ 142.52	\$ -	\$ -	\$ -	\$ -	\$ 169.27	\$ -	\$ -	\$ -	\$ -	\$ 201.04	\$ 512.84
117	Fencing 50% Allowance	160.00	LM	\$ 40.00	\$ 6,400.00	Replacement	Good	5	20	\$ -	\$ -	\$ -	\$ 7,601.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,601.19
118	Retaining Wall *Localised Repair / Reinstatement	1.00	No	\$ 5,000.00	\$ 5,000.00	Replacement	Poor	1	50	\$ 5,175.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,175.00
119	Retaining Wall	35.00	LM	\$ 500.00	\$ 17,500.00	Replacement	Good	35	50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Contribution
120	Booster Cabinet	1.00	No	\$ 400.00	\$ 400.00	Maintenance	Good	5	10	\$ -	\$ -	\$ -	\$ 237.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335.07	\$ 572.61
121	Gates & Entries	1.00	No	\$ 100.00	\$ 100.00	Replacement	Good	6	7	\$ -	\$ -	\$ -	\$ -	\$ 122.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 156.40	\$ -	\$ -	\$ 279.32
122	Repair and Maintain Decking	1.00	No	\$ 200.00	\$ 200.00	Replacement	Good	6	7	\$ -	\$ -	\$ -	\$ -	\$ 245.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 312.79	\$ -	\$ -	\$ 558.64
123	Mailbox Bank	1.00	No	\$ 4,500.00	\$ 4,500.00	Maintenance	Good	6	7	\$ -	\$ -	\$ -	\$ -	\$ 4,741.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,032.40	\$ -	\$ -	\$ 10,773.82
124	General Maintenance (Common Property Elements Only.)	1.00	LM	\$ 500.00	\$ 500.00	Replacement	Good	5	10	\$ -	\$ -	\$ -	\$ 593.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 837.67	\$ -	\$ 1,431.52
125		-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
126	NB: Leak from private lot courtyard to car space below (excluded) from budget	-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
127		-			\$ -					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
128	Investigations & Contingencies																							
129	Structural Evaluation	1.00	No	\$ 5,000.00	\$ 5,000.00	Replacement	N/A	6	10	\$ -	\$ -	\$ -	\$ -	\$ 6,146.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,146.28
130	Remedial Structural Contingencies	1.00	No	\$ 25,000.00	\$ 25,000.00	Replacement	N/A	6	10	\$ -	\$ -	\$ -	\$ -	\$ 30,731.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,731.38
Owners Corporation No. 1									\$ 13,589.55	\$ 255,197.93	\$ 84,850.97	\$ 80,820.04	\$ 44,222.31	\$ 46,695.90	\$ 19,376.81	\$ 131,522.89	\$ 1,676.36	\$ 299,399.18	\$ 8,095.53	\$ 359,981.89	\$ 12,335.14	\$ 20,929.72	\$ 93,373.89	\$ 1,472,068.13

GST Exclusive

Report No: MP 33729

Inspection Date: 07/03/2024

4.3 First Year Contributions / Liability Schedule

First Year Combined Annual Liability Schedule	
Strata Number	616638
Property Address	Nautica, 86 88 Beach Road, Sandringham, VIC, 3191
Commencement Date	01 September 2024
Manager Details	Ace Body Corporate Consulting
Annual Budget	\$84,259
Period	1st September 2024 31 August 2025

Lot No	Owners Corporation No. 1	
	No Liabilities	Contribution P.A
Lot 1	10	\$2,478
Lot 2	10	\$2,478
Lot 3	10	\$2,478
Lot 4	10	\$2,478
Lot 5	10	\$2,478
Lot 6	10	\$2,478
Lot 7	10	\$2,478
Lot 8	10	\$2,478
Lot 9	10	\$2,478
Lot 10	10	\$2,478
Lot 11	10	\$2,478
Lot 12	10	\$2,478
Lot 13	10	\$2,478
Lot 14	10	\$2,478
Lot 15	10	\$2,478
Lot 16	10	\$2,478
Lot 17	10	\$2,478
Lot 18	10	\$2,478
Lot 19	10	\$2,478
Lot 20	10	\$2,478
Lot 21	10	\$2,478
Lot 22	10	\$2,478
Lot 23	10	\$2,478
Lot 24	10	\$2,478
Lot 25	10	\$2,478
Lot 26	10	\$2,478
Lot 27	10	\$2,478
Lot 28	10	\$2,478
Lot 29	10	\$2,478
Lot 30	10	\$2,478
Lot 31	10	\$2,478
Lot 32	10	\$2,478
Lot 33	10	\$2,478
Lot 34	10	\$2,478

Annual Budget	\$84,259
Total Lot Liabilities	340
Rate per Lot Liability	\$247.82

5. PHOTOGRAPHS



Façade



Façade



Façade



Façade



Basement Entry Ramp



Rear Courtyard



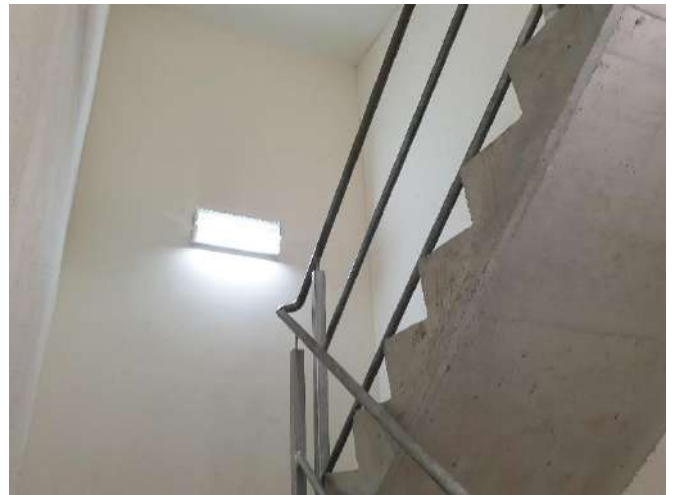
Lobby



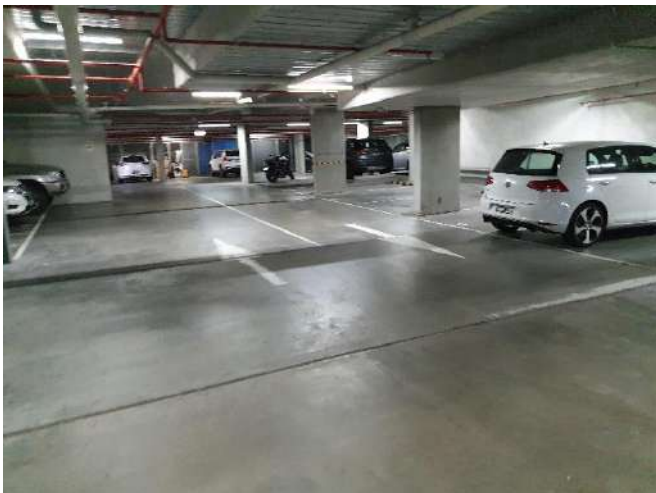
External Entry



Residential Hallway



Fire Stairwell



Basement Carpark



Refuse Room

6. DISCLAIMER

This assessment is made in accordance with our standard policies, terms and conditions. It is strictly confidential to the owners and is for the use of the parties to whom the report is addressed.

No allowance has been made for pre-existing defects or proposed renovations or major works. Any non-compliant structures or faulty workmanship, costs for builder's disputes or defects that do not meet the Building Code of Australia have not been allowed for within this budget.

Costs and estimates that have been provided have been calculated to provide sufficient funds for the estimated future repairs and replacement works required in keeping the common property in a good state of repair. All due care and diligence has been taken by Mabi Group Pty Ltd and as such we do not accept responsibility or liability for any shortfalls that may arise throughout the course of the budget.

7. RECOMMENDATIONS & SUMMARY

It is recommended that this Maintenance Plan is reviewed and updated regularly to take into account actual expenditure, future inflation rates and the general condition of the property. At the very least it is advised that the plan is reviewed within five years to ensure that the collections of levies is appropriate for the maintenance forecast to be undertaken.

The general state of repair of the property is in a good condition with no major defects noted. The plan has been calculated based on keeping the property in a good state of repair.

7.1. Main Items for Reference:

Any monies levied within the plan may be used on any item listed within the plan at the Owners Corporation's discretion. It is recommended that if major expenses are carried out earlier than forecast that the budget be reviewed.

Vertical Transport

- Passenger Lifts (Major Overhauls) - Estimated through years 10+
- Passenger Lifts (Car Refurbishments) - Estimated through year 10

Mechanical Ventilation

- Allowance for ongoing overhauls and replacement of mechanical ventilation components ad hoc.
- Replace exhaust & supply fans as required.
- Provisions for ongoing maintenance and replacement of dampers as required.

Security & Access

- Upgrade CCTV - Year 7 (10-year cycle thereafter)
- Access Security System - Year 4 (18-year cycle thereafter)
- Intercom System - Year 4 (18-year cycle thereafter)

Mains Infrastructure

- Allowances for mains infrastructure (water, electrical, comms, sewer, stormwater) as required (estimated long term costs)

Major Essential Safety Measures

- Sprinkler System Overhaul - Due year 10
- Replace Fire Detection - Estimated year 4
- Detectors (Replacement) - 10-year cycle
- Emergency Lighting - Annual allowance for ongoing replacements
- Fire Extinguisher (L4 Testing) - 5 yearly cycle costs
- Fire Hydrant Point - 5 yearly cycle costs

External Façade

- Façade Painting - Year 2 (10-year cycle thereafter) *review with painting manufacturer after first cycle
- Maintenance of façade, windows, balustrades - In line with external painting noting timber reveals are in poor condition.

NB: Quotation from 2021 on file has been inflated for the budget estimate.

Roof

- Long term allowances for replacement of metal deck roofing and tile refurbishments – Estimated year 35+

Residential Lobby & Hallway

- Painting - Ceilings - Year 3 (14-year cycle)
- Painting - Walls - Year 3 (7-year cycle)
- Carpet - Year 3 (14-year cycle)
- Unit Entry Doors (Repairs & Painting) - Year 3 (7-year cycle)

Courtyard

- Refurbish timber decking and seating - 3 yearly.
- Provisions for planter box, membrane and decking refurbishment made for year 8 (Excluding private lot areas that will require works in conjunction). It is suggested that post the external façade works and internal painting and carpet replacement the Owners Corporation consider having a scope developed for the courtyard. The budget to be revised at that point.

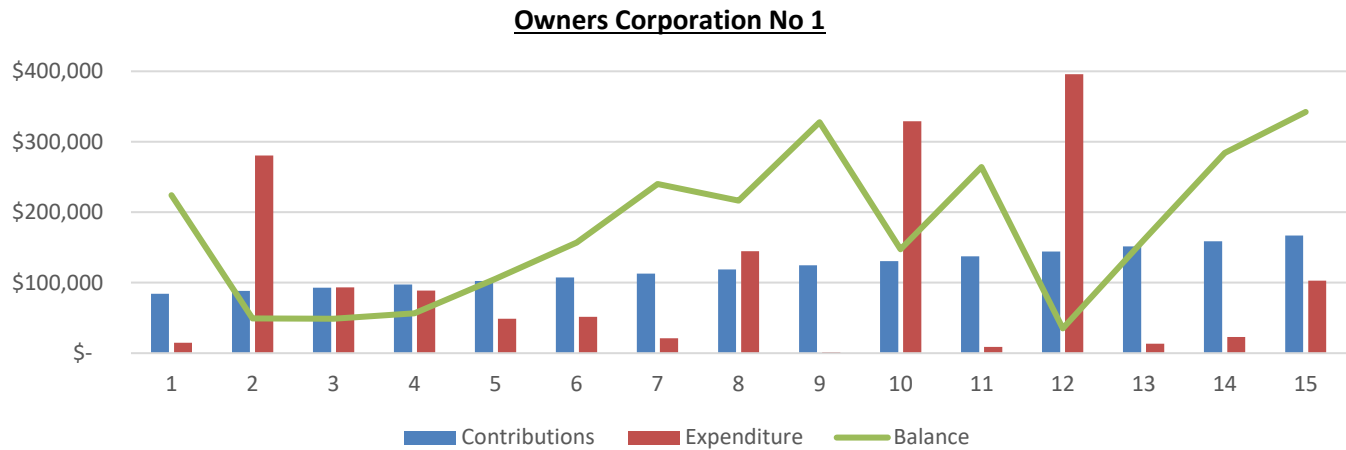
Basement Carpark

- Line Markings (rate incl numbering) - Year 3
- Maintain basement as required ad hoc.

7.2. Exclusions

- Cladding replacement (Levy or cladding fund)
- Leak from private courtyard/planter to car space below (private lot issue as reported).
- Replacement of damaged vehicle gate (assumed under insurance or private lot).

7.3. Cashflow Graphs



Starting Balance:	\$160,989
Budget (Year 1):	\$84,259
Budget Increase (p.a):	5.0%
Avg. Cost Per Lot:	\$2,478

Figures are GST Inclusive

NB: Establishment of maintenance plan to undertake initial works in year 2 & 3. Post works a budget review is recommended.

7.4. Action Checklist

Discuss with the lot owners the current levies compared to proposed budgets.

Discuss with the lot owners if they have a preferred timeframe for carrying out certain works. Adjustments (where practical) can be made to suit their goals.

Aspects of the budget have been delayed to enable a logical order of works and sufficient funds to be accumulated. Should works be required at an earlier time adjust the budget accordingly.

Budget commences financial year 1/9/2024. Recommend the Owners Corporation to adopt (back date) or partially adopt to commence funding for external works prior to September 2024.

It is recognised that there is combustible cladding installed on parts of the building. No provisions have been made for the removal of the combustible cladding. Should it become necessary to include these items in the maintenance plan, attain advice, scopes and tenders then adjust the budget accordingly.

If a review of these budgets is required, develop a list of queries or proposed timeframe changes and nominate the Owners Corporation Manager or appointed Lot Owner to attend a meeting with Mabi Services to discuss the specific requirements of the development and proposed changes.

8. REVIEW

This Maintenance Plan service fee includes a post-report review, site meeting (Normal Working Hours) and amendments if changes are required by the Owners Corporation. It is expected that a review of this initial plan will be undertaken by the Owners Corporation and Manager. If amendments are required it is recommended that the Owners Corporation nominate a committee member or the manager to liaise with Mabi Services in order to facilitate the changes.

NB: Review must be requested within forty five days of receipt of original submission and the initial invoice amount must be paid in full. Additional fees may apply outside this initial period unless otherwise agreed upon.

Please ensure that you have read and understand all the information and definitions supplied in the notes. If you require further clarifications please do not hesitate to contact our office.

Regards



Kingsley Osmond
Director
Mabi Services



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

NOTICE TO OWNERS AND TENANTS OWNERS CORPORATION PLAN No. PS 616638P - NAUTICA APARTMENTS RE: MOVE IN/OUT PROCEDURE

Dear Owners and Tenants,

We write as owners corporation managers for the above property.

The Nautica Apartments has a strict operating procedure for moving in and out of the building. All future owners and tenants must comply with these instructions to ensure minimum disruption to residents and damage to the building. Please pass this information onto your property manager and/or tenants.

- The loading bay area is the area in Beach Road, out the front of the old building where there is a clear nature strip i.e. no plants. Owners and tenants removalists that park on the actual planted nature strip will be charged for the replacement plants.
- Strict adherence to the rules of the rubbish bin area - NO items outside of these rules can be placed in this area. Recycling materials are to be placed in the yellow recycle bins in accordance with the signage in the rubbish bin area with cardboard boxes cut into smaller pieces - recycling is not to be left next to or placed whole inside bins).
- No move in/out to be conducted before 9am and after 6pm.

Common areas are monitored 24/7 via video, and the property is inspected before and after all scheduled move ins/outs for any damages. The owners or tenants of the lot will be liable for any damage caused to the common property arising from the movement of any articles.

Should you have any queries about the move in procedure or any other Owners Corporation inquiries, please do not hesitate to contact our office during business hours on 03 8586 1300 or via email to consulting@acebcm.com.au.

Kind Regards

Ace Body Corporate Consulting
On behalf of the Owners Corporation.

Notification of making, amendment or revocation of owners corporation rules

Section 142 *Owners Corporation Act 2006*

AN344847J

06/12/2016 \$46.30 OCAR



Privacy collection statement

The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

Lodged by	Goldie Kelmann
Name	Goldie Kelmann
Phone	95343422
Address	262 St Kilda Rd St Kilda
Reference	ACE Mordialloc
Customer code	1048N
Owners corporation number	1
Plan number	PS616638P

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.

2. If applicable, the special resolution passed on

4th July 2014

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:

13th May 2016

Signature or seal of applicant, Australian Legal Practitioner under the *Legal Profession Act 2004* or agent.

G. Kelman

The common seal of owners corporation number:

Plan number:

was affixed in accordance with Section 21 of the *Owners Corporation Act 2006* in the presence of:

--

Lot owner

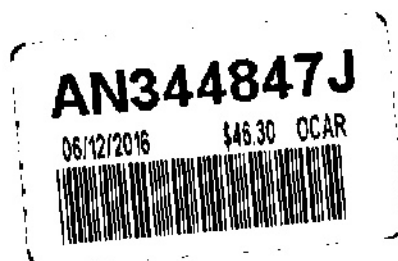
Full name	
Address	

Lot owner

Full name	
Address	

**For current information regarding owners corporation, please
obtain an owners corporation search report**

Land Victoria
570 Bourke Street
Melbourne VIC 3000
Telephone 03 8636 2010



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.

2. Committees and sub-committees

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

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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 n, (but excluding the personal time cost of any person acting in an horary 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 Owners Corporation Regulations 2007 or the Rules of the Owners Corporation

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.

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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.

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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.

3.2.1.3. 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.

3.2.1.4. 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.

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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 on 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

For the purposes of these rules a visitor is defined as someone who visits a person or place for a short duration on an occasional basis. A visitor to Nautica under this definition is allowed access to the visitor's car park. A visitor is allowed unlimited short access, under four hours, to the car park subject to available space. Where the visiting period extends beyond four hours in a day (24 hour period) i.e. overnight, the visitor must not exceed three episodes in a rolling ten day period or a consecutive period of three days, unless a specific exemption has been granted in writing by the Residents Committee and a temporary permit displayed. A resident can park in the visitors' car park for 1 hour.

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.

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4.3.2.2. Rebuild or repair any type of vehicle.

4.3.2.3. Permit oil leakages from any motor vehicle, trailer or motorcycle 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 Owners 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. Skis or any equipment is not to be delivered or stored on the common property. Skis 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

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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 that 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 facade 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.

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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.

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;

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"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;
- 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.

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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 C

8.1.12. The Manager must give a copy of any statements received from

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.

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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

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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 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.

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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.

I, Lynne Rowell, as Secretary of the Owners Corporation No. 1.
PS616638P certify that these rules are the consolidated
rules of the Owners Corporation No. 1 PS616638P.

Signed:

L. Rowell

Lynne Rowell

Secretary of Owners Corporation No. 1 PS616638P

Dated:



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.