

# Contract of Sale of Land

Property:

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

**Mayfair Legal**  
Level 13  
10 Queens Road  
MELBOURNE VIC 3004  
Tel: 03 9868 9982  
Email: [property@mayfairlegal.com.au](mailto:property@mayfairlegal.com.au)  
PO Box 6434, MELBOURNE VIC 3004  
Ref: RDB:JF:23314

# Contract of Sale of Land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

### EXCEPTIONS:

- 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*)

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.

## Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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# 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 to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....

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

**Print names(s) of person(s) signing:** .....

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

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

**Print names(s) of person(s) signing:** Ilana Melnikov .....

State nature of authority, if applicable: .....

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

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# Particulars of Sale

## Vendor's estate agent

Name: Buxton (Hampton East)  
Address: 918 Nepean Highway, Hampton East VIC 3188  
Email: aspanidis@buxton.com.au  
Tel: 03 9555 0622 Mob: 0409 116 929 Fax: \_\_\_\_\_ Ref: Alex Spanidis

## Vendor

Name: Ilana Melnikov  
Address: c/- Mayfair Legal, PO Box 6434, Melbourne VIC 3004  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: Mayfair Legal  
Address: Level 10, 10 Queens Road, Melbourne VIC 3004  
PO Box 6434, Melbourne VIC 3004  
Email: property@mayfairlegal.com.au  
Tel: 03 9868 9982 Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: 23314

## Purchaser's estate agent

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Purchaser

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Purchaser's legal practitioner or conveyancer

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ 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	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 / /2025 (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 which the parties consider meets 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 / /2025

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 14th 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 residential tenancy for a fixed term ending on ..... / ..... /20.....

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* 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: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_

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

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 no later than 5 days before settlement.
- 2.2 Despite anything else in this contract, there will be no apportionment or adjustment of, and the purchaser will have no obligation to pay for or towards, any tax for which the vendor is or may become liable under the *Land Tax Act 2005* in respect of the land. This special condition 2.2 does not apply where the sale price is \$10,000,000 or more (or any CPI adjusted threshold amount determined in accordance with section 10I of the *Sale of Land Act 1962*).
- 2.3 Despite anything else in this contract, there will be no apportionment or adjustment of, and the purchaser will have no obligation to pay for or towards, tax payable under an existing windfall gains tax liability in respect of the land under the *Windfall Gains Tax Act 2021*.

## 3 GUARANTEE

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 GENERAL CONDITIONS

- 4.1 General conditions 12 and 31.4-31.6 are deleted.
- 4.2 General condition 21.2 is amended by deleting "14" and replacing it with "7".
- 4.3 General condition 22.2 is amended by deleting "14" and replacing it with "7".
- 4.4 General condition 33 is amended by deleting "2%" and replacing it with "4%".

## 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;
- (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; and
- (g) any non-compliance of the Land (including any improvements and fixtures) with any laws in respect of the Land.

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

**7. IDENTITY OF THE LAND**

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

**8. SERVICES**

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

**9. CONSENTS**

The vendor must obtain any necessary consent or licence required for the 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 Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

**11. RELEASE OF SECURITY INTEREST**

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 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 business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser 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 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 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. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

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## 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 deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

- (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's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

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

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

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

### 15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

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

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

- (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 guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

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

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

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

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

## 17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

18.1 Settlement and 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 ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic 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 but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic 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 by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

**19. GST**

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

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

**20. LOAN**

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

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

**21. BUILDING REPORT**

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**22. PEST REPORT**

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

**23. ADJUSTMENTS**

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

**24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

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

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic 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 *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**25. GST WITHHOLDING**

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

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

despite:

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

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

- (a) settlement is conducted through an electronic 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 *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic 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 *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

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

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

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

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

## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

## 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
  - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 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.

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.

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

### **32. BREACH**

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

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

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## **Default**

### **33. INTEREST**

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

### **34. DEFAULT NOTICE**

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### **35. DEFAULT NOT REMEDIED**

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply

that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

---

# 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.

<b>Land</b>	UNIT 31, 86-88 BEACH ROAD, SANDRINGHAM VIC 3191	
Vendor's name	Ilana Melnikov	Date
Vendor's signature		
Type text here		
Purchaser's name	Date	
Purchaser's signature	<hr/>	
Purchaser's name	Date	
Purchaser's signature	<hr/>	

## 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: \$11,200.00

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?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

## 2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

## 3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is 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

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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

Are as follows

Other than as disclosed in the attachments to this vendor statement, none to the Vendor's knowledge. However, the 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):

Are contained in the attached certificate

## 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. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

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

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

## 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 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

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

# 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](http://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 – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

### Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

## Safety

### Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

## Building permits

### Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

### Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

## Utilities and essential services

### Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## Buyers' rights

### Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

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

Page 1 of 2

VOLUME 11149 FOLIO 734

Security no : 124121806066F  
Produced 06/02/2025 12:47 PM**LAND DESCRIPTION**

Lot 31 on Plan of Subdivision 616638P.

PARENT TITLES :

Volume 03687 Folio 357      Volume 04548 Folio 581      Volume 06239 Folio 661  
Created by instrument PS616638P 29/07/2009**REGISTERED PROPRIETOR**

Estate Fee Simple

Sole Proprietor

ILANA MELNIKOV of 31 /86-88 BEACH ROAD SANDRINGHAM VIC 3191  
AL722784S 02/03/2015**ENCUMBRANCES, CAVEATS AND NOTICES**MORTGAGE AM552162R 11/02/2016  
WESTPAC BANKING CORPORATION

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

**DIAGRAM LOCATION**

SEE PS616638P FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

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

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 29/04/2017**OWNERS CORPORATIONS**The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS616638P

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

Page 2 of 2

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DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS616638P</b>
Number of Pages (excluding this cover sheet)	<b>9</b>
Document Assembled	<b>06/02/2025 12:47</b>

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PS616638P

PLAN OF SUBDIVISION		STAGE NO.	LR use only	EDITION 1	03/07/2009 \$4973.40 PS				
<p><b>Location of Land</b></p> <p>Parish: MOORABBIN</p> <p>Township: -----</p> <p>Section: -----</p> <p>Crown Allotment: -----</p> <p>Crown Portion: 21 PART</p> <p>LR base record: Vicmap Digital Property</p> <p>Title references: VOL.6239 FOL.661 VOL.3687 FOL.357 VOL.4548 FOL.581</p> <p>Last plan reference: LOT 1 ON LP9761 LOT 1 ON TP688736 LOT 2 ON LP4266</p> <p>Postal Address: 86-88 Beach Road, Sandringham 3191 (at time of subdivision)</p> <p>MGA co-ordinates E 324 380 Zone: 55 (of approx. centre of plan) N 5 798 254</p>		<p><b>Council Certificate and Endorsement</b></p> <p>Council Name: CITY OF BAYSIDE Ref: 2008/3664/1</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 -----</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p><b>Open Space:</b></p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in stage</p> <p>Council delegate <i>Connelly</i> Council seal</p> <p>Date 17/09</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council delegate Council seal</p> <p>Date</p>							
<p><b>Vesting of Roads or Reserves</b></p> <table border="1"> <tr> <th>Identifier</th> <th>Council/Body/Person</th> </tr> <tr> <td>Nil</td> <td>Nil</td> </tr> </table>		Identifier	Council/Body/Person	Nil	Nil	<p><b>Notations</b></p> <p>Staging: This is not a staged subdivision Planning Permit No. 2008/3664/1</p> <p>Depth Limitation: Does Not Apply.</p> <p>Location of boundaries defined by buildings: Median: Boundaries shown thus: &lt;-----&gt;</p> <p>Face of wall, floor or ceiling: Boundaries shown thus: -----</p> <p>Hatching within a parcel indicates that the structure of the relevant floor, wall or ceiling is contained in that parcel.</p>			
Identifier	Council/Body/Person								
Nil	Nil								
<p><b>Survey:</b> This plan is/is not based on survey This survey has been connected to permanent mark(s) No(s). In Proclaimed Survey Area No.</p>		<p>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 <input checked="" type="checkbox"/> etc. which may or may not be shown on the plan.</p>							
<p><b>Easement Information</b></p> <p>Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)</p> <p>Section 12(2) of the Subdivision Act 1988 applies to all of the land on this plan.</p>		<p>LR use only</p> <p>Statement of Compliance/ Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p>Date: 03 / 07 / 2009</p> <p>LR use only</p> <p>PLAN REGISTERED</p> <p>TIME 3.04pm</p> <p>DATE 29 / 07 / 2009</p> <p><b>Mark Cagdas</b> Assistant Registrar of Titles</p> <p>Sheet 1 of 10 Sheets</p>							
<p>Connelly &amp; Associates Surveyors</p> <p>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</p>		<p>LICENSED SURVEYOR STEWART.J.CONNELLY</p> <p>SIGNATURE <i>Stewart J. Connolly</i> DATE 12/09</p> <p>REF: 4015-PP VERSION: 04</p> <p><i>Connelly</i> DATE 17/09 COUNCIL DELEGATE SIGNATURE</p>							

	<b>PLAN OF SUBDIVISION</b>	STAGE NO. /	LR use only <b>EDITION</b>	Plan Number <b>PS 616638 P</b>			
<b>SCHEDULE OF PARTS CONTAINED PER LOT</b>							
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						
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28	2						
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30	2						
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32	3						
33	2						
34	2						

Sheet 2 of 10

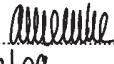
**Connelly & Associates**  
Surveyors



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/JUNE/09  
REF: 4015-PP VERSION: 04

  
DATE 17/09  
COUNCIL DELEGATE SIGNATURE









	PLAN OF SUBDIVISION		STAGE NO.	LTO use only EDITION	Plan Number PS 616638 P		
DIAGRAM 5:- TOPMOST STOREY							
<b>ZONE 55</b> <b>MEA</b>		<b>RIGHT OF WAY</b> 98°24'25" 28.43					
<b>BEACH ROAD</b> 7°27'25" 54.86		<b>COMMON PROPERTY</b> No.1					
<b>BAMFIELD STREET</b> 40.69		<b>COMMON PROPERTY</b> No.1					
<b>Connelly &amp; Associates</b> <b>Surveyors</b> PTY LTD							
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		<b>Sheet 7</b> <b>17/09</b> <b>DATE</b> <b>COUNCIL DELEGATE SIGNATURE</b>					
<b>SCALE</b> 		<b>ORIGINAL</b> <b>SCALE</b> 1:250 <b>SHEET SIZE</b> A3		<b>LICENSED SURVEYOR (PRINT)</b> STEWART J. CONNELLY <b>SIGNATURE</b> <b>REF:</b> 4015-PP		<b>DATE</b> 12/6/09 <b>VERSION:</b> 04	
<b>LENGTHS ARE IN METRES</b>		<b>Original sheet size A3</b>					

	PLAN OF SUBDIVISION	STAGE NO.	LTO use only EDITION	Plan Number PS 616638 P
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DIAGRAM 6:- CROSS SECTION A-A'

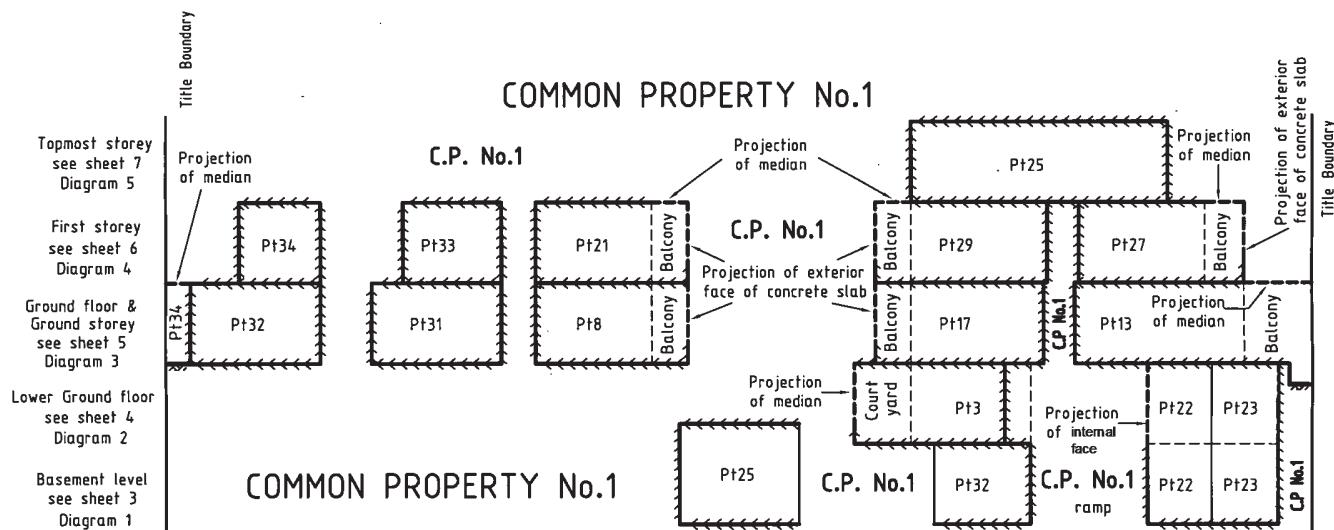
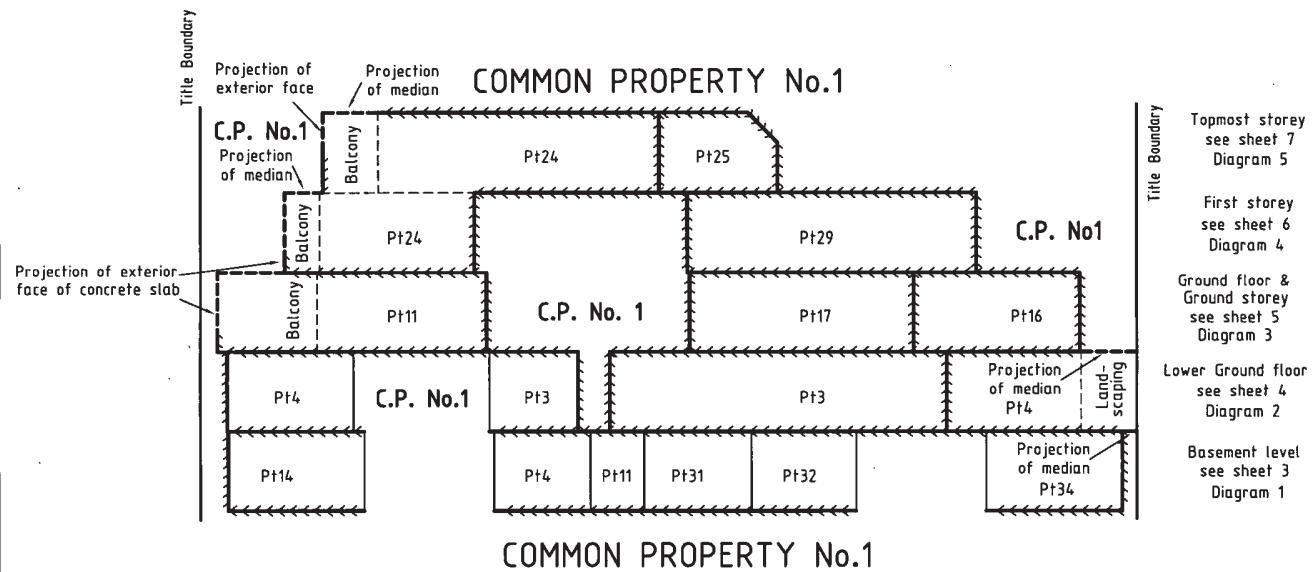


DIAGRAM 7:- CROSS SECTION B-B'

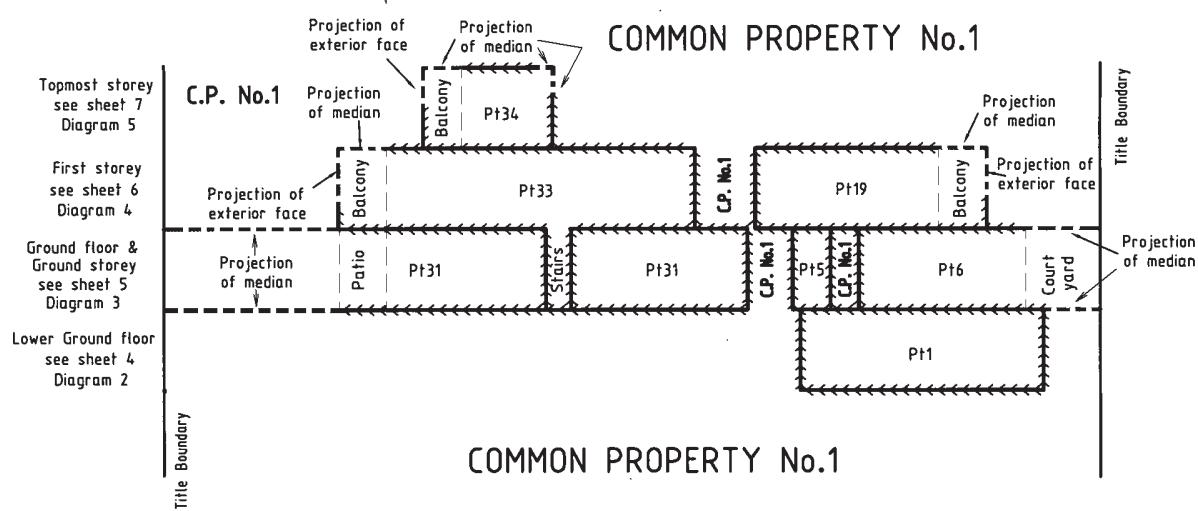


Sheet 8

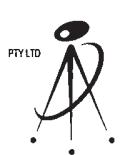
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LENGTHS ARE IN METRES	NTS	A3	SIGNATURE REF: 4015-PP	

	PLAN OF SUBDIVISION	STAGE NO. /	LTO use only EDITION	Plan Number PS 616638 P
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DIAGRAM 8:- CROSS SECTION C-C'



Connelly & Associates  
surveyors



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Email: [admin@connellysurveyors.com.au](mailto:admin@connellysurveyors.com.au)

Mobile: 0418 560 404 or 0439 993 837 Email: admin@connellysurveyors.com.au				
Sheet 9				
<b>SCALE</b>  Lengths are in metres	<b>ORIGINAL</b> <b>SCALE</b> <b>SHEET SIZE</b>		<b>LICENSED SURVEYOR (PRINT)</b> STEWART J. CONNELLY  <b>SIGNATURE</b>  <b>REF:</b> 4015-PP	
	NTS	A3	DATE	12/6/2009
			VERSION:	04
			Original sheet size A3	



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 06/02/2025 12:47:57 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS616638P**

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

**Land Affected by Owners Corporation:**

Common Property 1, Lots 1 - 34.

**Limitations on Owners Corporation:**

Unlimited

**Postal Address for Services of Notices:**

LEVEL 2 222-225 BEACH ROAD MORDIALLOC VIC 3195

AS435540M 13/08/2019

**Owners Corporation Manager:**

NIL

**Rules:**

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

**Owners Corporation Rules:**

1. AN344847J 06/12/2016

**Additional Owners Corporation Information:**

OC004787H 29/07/2009

**Notations:**

NIL

**Entitlement and Liability:**

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

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



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 06/02/2025 12:47:57 PM

OWNERS CORPORATION 1  
PLAN NO. PS616638P

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Lot 20	10	10
Lot 21	10	10
Lot 22	10	10
Lot 23	10	10
Lot 24	10	10
Lot 25	10	10
Lot 26	10	10
Lot 27	10	10
Lot 28	10	10
Lot 29	10	10
Lot 30	10	10
Lot 31	10	10
Lot 32	10	10
Lot 33	10	10
Lot 34	10	10
Total	340.00	340.00



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 06/02/2025 12:47:57 PM

OWNERS CORPORATION 1  
PLAN NO. PS616638P

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1107855

## 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 :  
(<http://planningschemes.dpcd.vic.gov.au/schemes/bayside>)

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

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

06 February 2025

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.

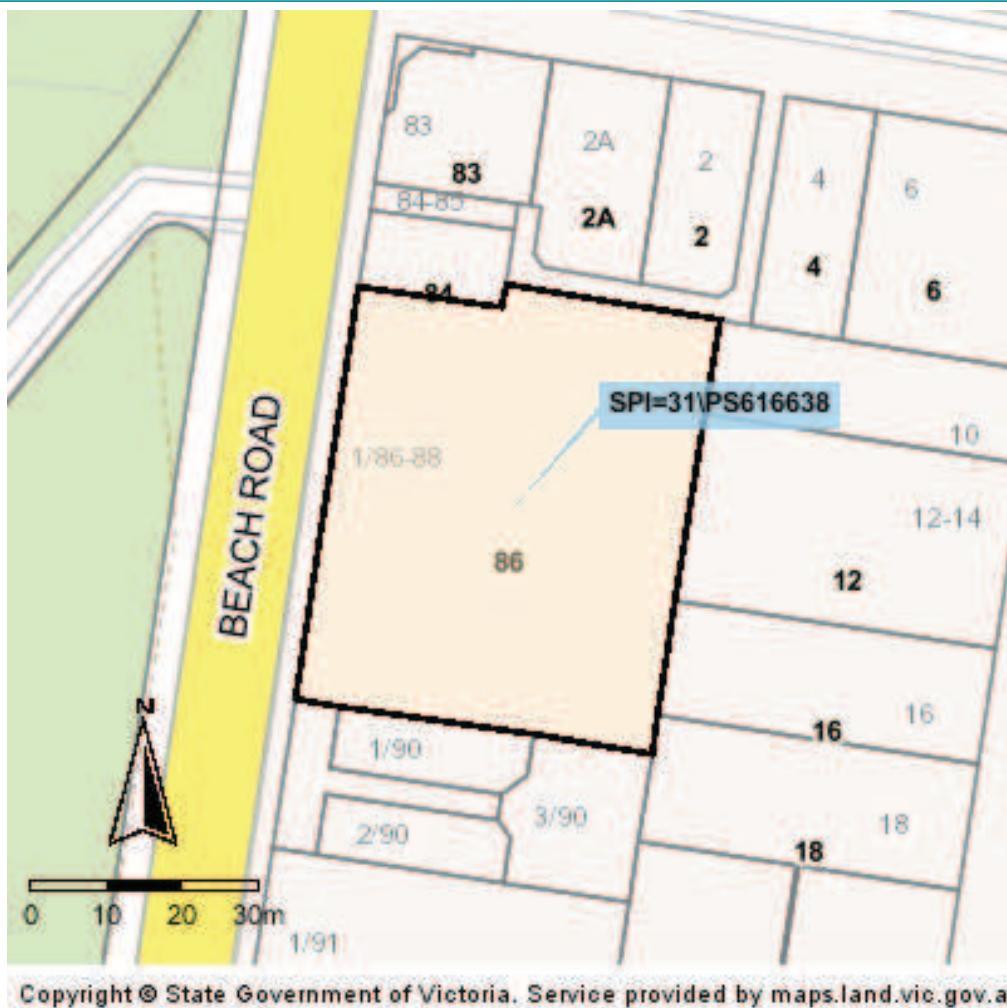
LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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](mailto:landata.enquiries@servictoria.com.au)

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



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#### 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



Department of Transport and Planning

From www.planning.vic.gov.au at 23 July 2025 11:58 AM

## PROPERTY DETAILS

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

## UTILITIES

Rural Water Corporation:	<b>Southern Rural Water</b>
Melbourne Water Retailer:	<b>South East Water</b>
Melbourne Water:	<b>Inside drainage boundary</b>
Power Distributor:	<b>UNITED ENERGY</b>

## STATE ELECTORATES

Legislative Council:	<b>SOUTHERN METROPOLITAN</b>
Legislative Assembly:	<b>SANDRINGHAM</b>
	<b>OTHER</b>
Registered Aboriginal Party:	<b>Bunurong Land Council Aboriginal Corporation</b>
Fire Authority:	<b>Fire Rescue Victoria</b>

[View location in VicPlan](#)

## Planning Zones

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

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



# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



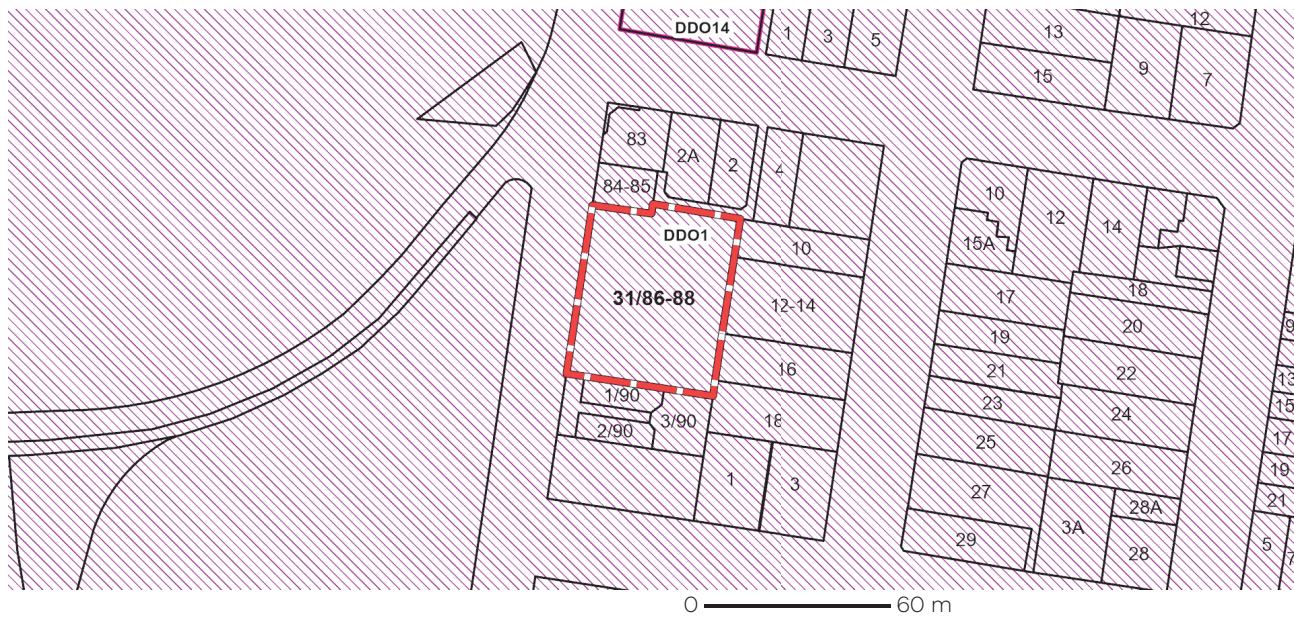
DCPO - Development Contributions Plan

#### Overlay

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

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)



DDO - Design and Development Overlay

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

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

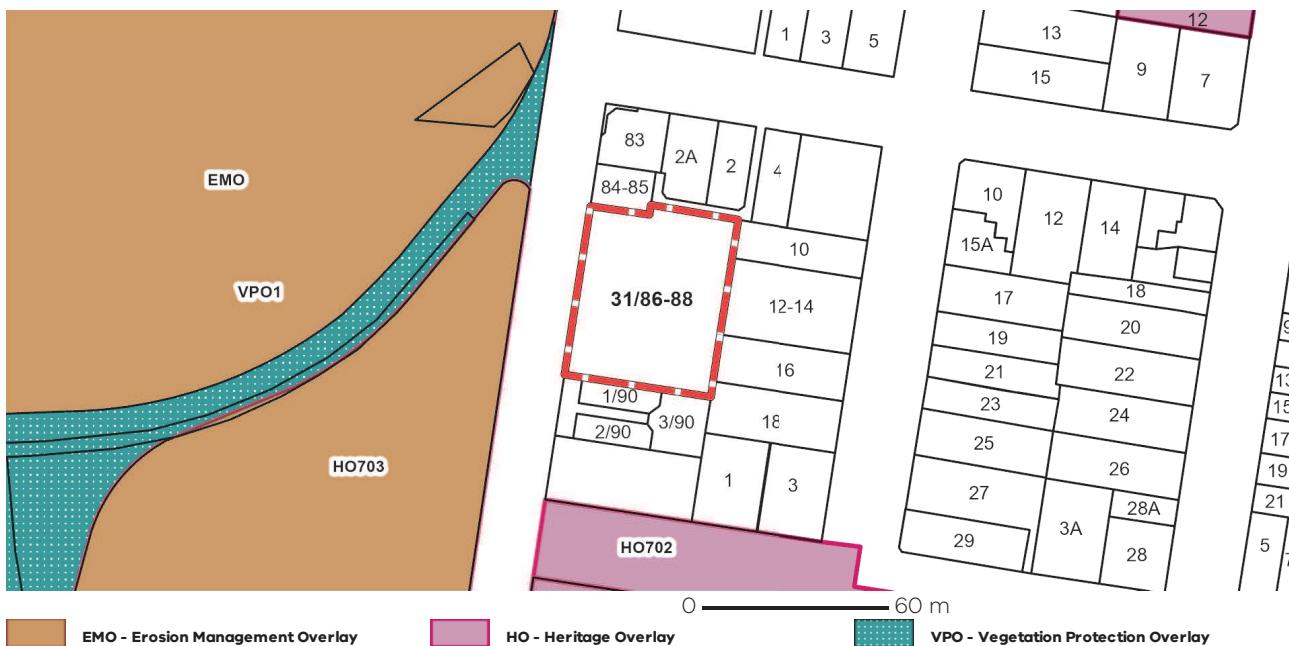
### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

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

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



## Further Planning Information

Planning scheme data last updated on 17 July 2025.

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

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

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

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit

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

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

# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(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 \(environment.vic.gov.au\)](http://environment.vic.gov.au)

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 23 July 2025 11:58 AM

## PROPERTY DETAILS

Address:	<b>31/86-88 BEACH ROAD SANDRINGHAM 3191</b>
Lot and Plan Number:	<b>Lot 31 PS616638</b>
Standard Parcel Identifier (SPI):	<b>31 PS616638</b>
Local Government Area (Council):	<b>BAYSIDE</b>
Council Property Number:	<a href="http://www.bayside.vic.gov.au">www.bayside.vic.gov.au</a> <b>877116</b>
Directory Reference:	<b>Melway 76 F8</b>

**Note:** There are 35 properties identified for this site.

These can include units (or car spaces), shops, or part or whole floors of a building.

Dimensions for these individual properties are generally not available.

## SITE DIMENSIONS

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



**Area:** 2692 sq. m

**Perimeter:** 211 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

Rural Water Corporation:	<b>Southern Rural Water</b>
Melbourne Water Retailer:	<b>South East Water</b>
Melbourne Water:	<b>Inside drainage boundary</b>
Power Distributor:	<b>UNITED ENERGY</b>

## STATE ELECTORATES

Legislative Council:	<b>SOUTHERN METROPOLITAN</b>
Legislative Assembly:	<b>SANDRINGHAM</b>

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



## Assessment/Reference Number – 877116

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

Certificate Number: 20260455

See BPAY payment details on next page

Your Reference: 23314

30/07/2025

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.

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Property Location:	Unit 31 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

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#### **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)

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#### **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.

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**3. ASSESSMENT NO. 877116 OTHER INFORMATION:**

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**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:	\$0.00
Debtors Total:	\$0.00
Rates and Charges Total:	\$1,063.54
<b>Total Due:</b>	<b>\$1,063.54</b>

**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: 20260455

Completed Notice of Acquisitions should be submitted to [enquiries@bayside.vic.gov.au](mailto: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:



**Biller Code 275297  
Reference 877116**

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

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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 75756778-031-8	06 FEBRUARY 2025	48563312

## 1. Statement of Fees Imposed

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

### (a) By Other Authorities

Parks Victoria - Parks Service Charge	01/01/2025 to 31/03/2025	\$21.79
Melbourne Water Corporation Total Service Charges	01/01/2025 to 31/03/2025	\$30.52

### (b) By South East Water

Water Service Charge	01/01/2025 to 31/03/2025	\$22.58
Sewerage Service Charge	01/01/2025 to 31/03/2025	\$98.05
Subtotal Service Charges		\$172.94
<b>TOTAL UNPAID BALANCE</b>		\$172.94

- The meter at the property was last read on 12/11/2024. Fees accrued since that date may be estimated by reference to the following historical information about the property:

**Water Usage Charge** **\$0.83 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](http://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](http://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](http://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](http://www.melbournewater.com.au) or contact 131722.

AUTHORISED OFFICER:



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](mailto:infostatements@sew.com.au)**

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

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

**Important Warnings**

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

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

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

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

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

**3. Disclaimer**

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

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

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

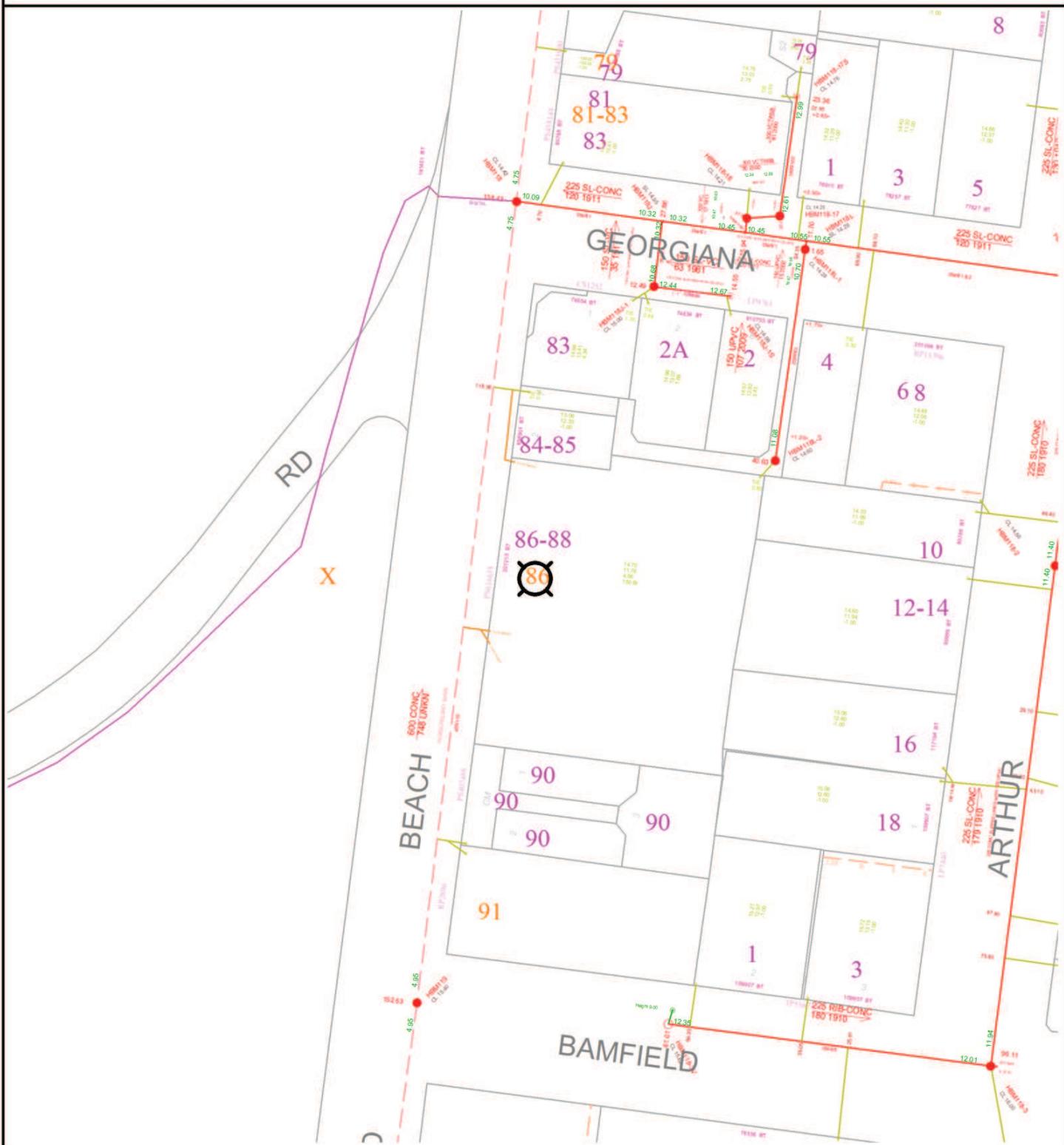
**South East Water  
Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



Case Number: 48563312

20 0 20 40  
Scale in Metres

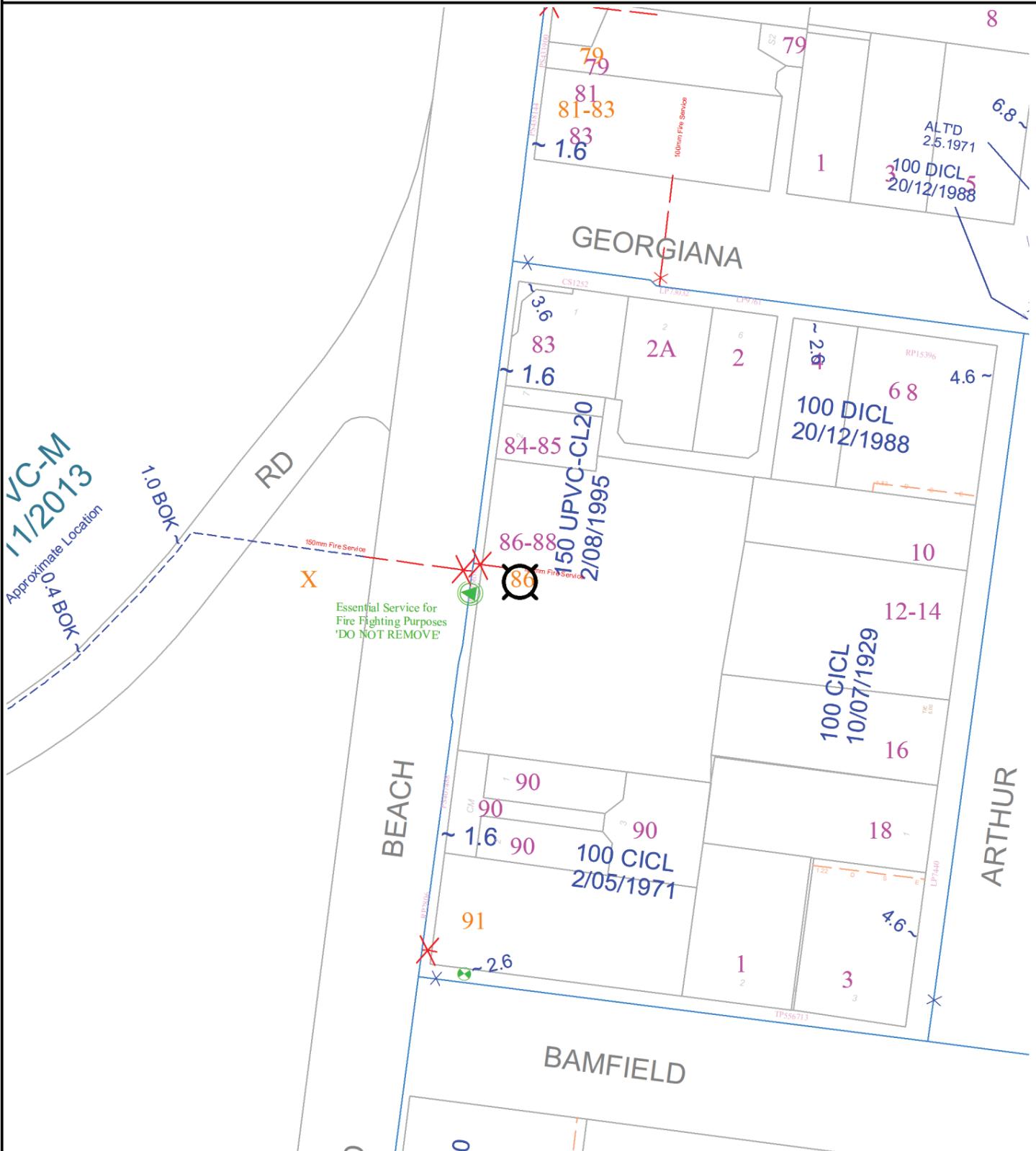
Date: 06FEBRUARY2025



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

— Title/Road Boundary		Subject Property		Maintenance Hole
----- Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
--- Easement		Direction of Flow		<1.0> Offset from Boundary
Melbourne Water Assets				
Maintenance Hole	Underground Drain	Channel Drain	Underground Drain M.H.	

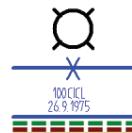
Case Number: 48563312



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

## LEGEND

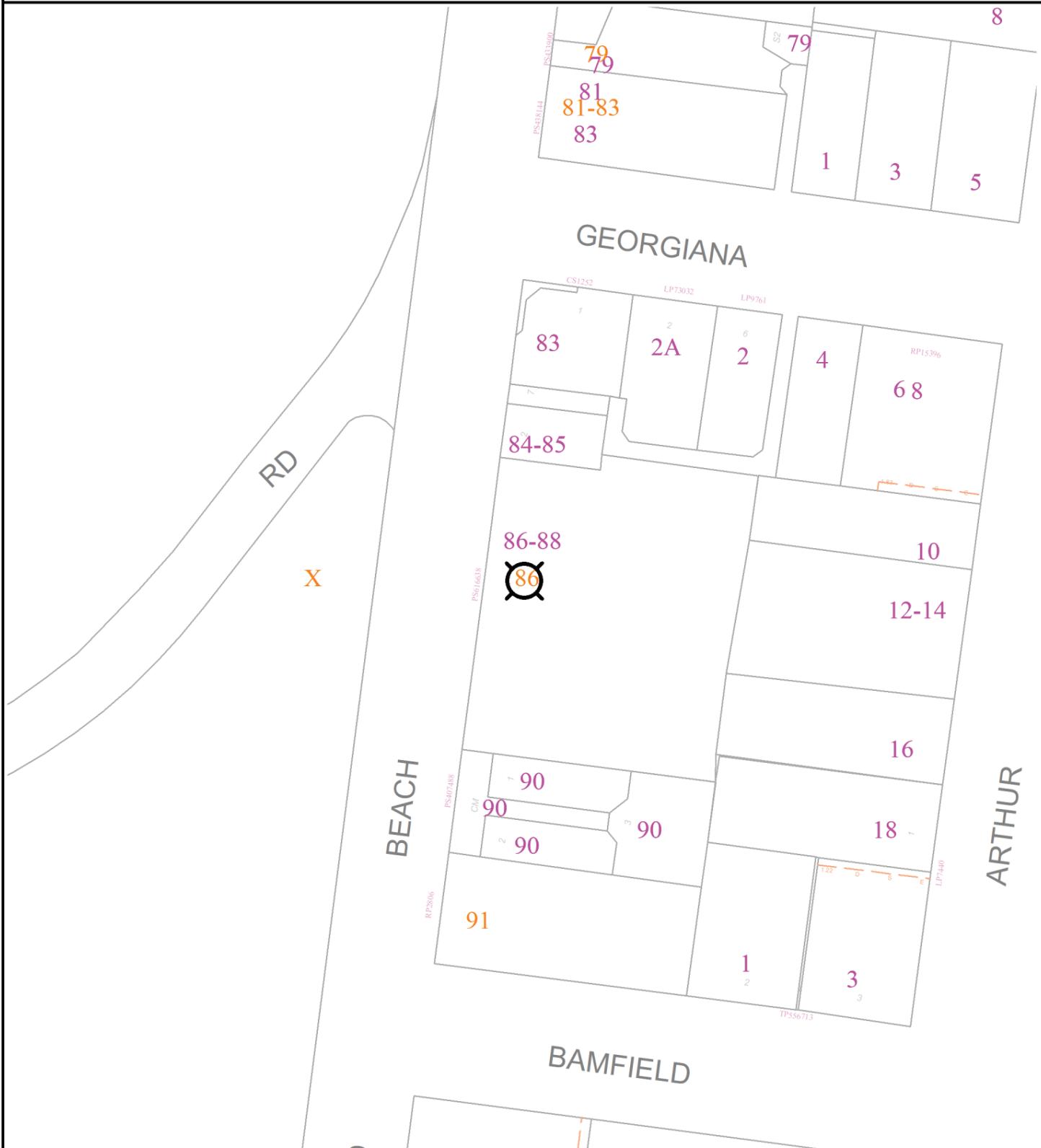
— Title/Road Boundary  
- - - - - Proposed Title/Road  
— Easement



Subject Property  
Water Main Valve  
Water Main & Services



Hydrant  
Fireplug/Washout  
Offset from Boundary



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

## LEGEND

### Title/Road Boundary

----- Proposed Title/Road

## ----- Easement



## Subject Property



## Hydrant



## Recycled Water Main Valve



## Fireplug/Washout



## Recycled Water Main & Service



$\sim 1.0$  Offset from Boundary

# Property Clearance Certificate

## Land Tax

MAYFAIR LEGAL

**Your Reference:** LD:75756778-014-1.23314  
**Certificate No:** 83293511  
**Issue Date:** 06 FEB 2025  
**Enquiries:** ESYSPROD

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

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

**Vendor:** ILANA MELNIKOV

**Purchaser:** N A

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS ILANA MELNIKOV	2025	\$290,000	\$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
-------------------------------------	--------------------------	---------------	------------------	-------

**Comments:**

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

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



Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$825,000
SITE VALUE (SV):	\$290,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Land Tax

**Certificate No:** 83293511

## 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 = \$290,000

Calculated as \$975 plus (\$290,000 - \$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

<b>BPAY</b>	Biller Code: 5249 Ref: 83293511
<b>Telephone &amp; Internet Banking - BPAY®</b>	
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	
<a href="http://www.bpay.com.au">www.bpay.com.au</a>	

<b>CARD</b>	Ref: 83293511
<b>Visa or Mastercard</b>	
Pay via our website or phone 13 21 61. A card payment fee applies.	
<a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a>	

# Property Clearance Certificate

## Commercial and Industrial Property Tax



MAYFAIR LEGAL

Your Reference: LD:75756778-014-1.23314  
Certificate No: 83293511  
Issue Date: 06 FEB 2025  
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
120	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:	\$290,000
<b>CURRENT CIPT CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 83293511

## 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](http://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:75756778-014-1.23314

**Certificate No:** 83293511

**Issue Date:** 06 FEB 2025

**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:** 83293511

## 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



Biller Code: 416073  
Ref: 83293514

### 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](http://www.bpay.com.au)

### CARD



Ref: 83293514

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Our Ref: BC2025/381/1  
Enquiries: A Hudson - Building Surveying Department  
Telephone: 9599 4796



Your Ref: 23314

14 February 2025

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](mailto:building@bayside.vic.gov.au)  
[www.bayside.vic.gov.au](http://www.bayside.vic.gov.au)

Dear Sir/Madam,

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

In response to your request received Thursday, 06 February 2025, please find the following details of any permit or certificate of final inspection issued in the preceding 10 years

<b>Building Approval No.</b>	<b>Date Building Permit Issued</b>	<b>Certificate of final Inspection (CFI) No.</b>	<b>Occupancy Permit (OP) No.</b>	<b>Date CFI / OP Issued</b>	<b>Brief description of work</b>
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.

<b>Notice – N/A</b>
<b>Order – N/A</b>

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 read "Brett Turner".

**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.

# OWNERS CORPORATION CERTIFICATE

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

As at 11th February 2025

## 1. OWNERS CORPORATION DETAILS

Plan Number: PS616638P  
Address of Plan: 86-88 Beach Road SANDRINGHAM VIC 3191  
Lot Number this statement relates to: 31  
Unit Number this statement relates to: 31  
Postal Address P O. Box 5583 MORDIALLOC VIC 3195

## 2. CERTIFICATE DETAILS

Vendor: Ilana Melnikov  
Postal Address for Lot 31 Unit 31/ 86-88 Beach Road Sandringham Victoria 3191  
Purchaser:  
Person requesting Certificate: Mayfair Legal  
Reference:  
Address:  
Fax:  
E-mail: [property@mayfairlegal.com.au](mailto:property@mayfairlegal.com.au)

## 3. CURRENT ANNUAL LEVY FEES FOR LOT 31

### ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 31 are **5,788.12 per annum** commencing on 1 September 2024. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/09/24 to 30/11/24	1,447.03	01/09/24	Paid
01/12/24 to 28/02/25	1,447.03	01/12/24	Paid
01/03/25 to 31/05/25	1,447.03	01/03/25	Paid
01/06/25 to 31/08/25	1,447.03	01/06/25	To be Issued

### Maintenance Fund

The annual maintenance levy fees for Lot 31 are **2,202.94 per annum** commencing on 1 September 2024. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/09/24 to 30/11/24	550.75	01/09/24	Paid
01/12/24 to 28/02/25	550.75	01/12/24	Paid
01/03/25 to 31/05/25	550.72	01/03/25	Paid
01/06/25 to 31/08/25	550.72	01/06/25	To be Issued

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 11th February 2025  
For Plan No. PS616638P - Lot 31

## 4. CURRENT LEVY POSITION FOR LOT 31

Fund	Balance	Paid To
Administrative	0.00	31 May 2025
Maintenance Fund	0.00	31 May 2025
<b>BALANCE</b>	<b>0.00</b>	

## 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 11 February 2025:

Account / Fund	Amount
<b>TOTAL FUNDS HELD AS AT 11 FEBRUARY 2025</b>	<b>\$260,552.48</b>

## 8. INSURANCE

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

Policy	
Policy No.	02GS037126
Expiry Date	17-August-2025
Insurance Company	Chubb Insurance Australia Pty Ltd
Broker	Resolute Property Protect Pty Ltd
Premium	80543.94

Cover Type	Amount of Cover
Building Catastrophe	\$8,607,600
Common Area Contents	\$42,000
Damage (i.e. Building) Policy	\$28,650,000
Fidelity Guarantee Insurance	\$100,000
Floating Floors	Yes
Flood	Yes
Legal Defense Expenses	\$150,000
Loss of Rent	\$4,297,500
Machinery Breakdown Insurance	\$100,000
Office Bearers Liability Insurance	\$5,000,000
Property, Death and Injury (Public Liability)	\$30,000,000
Voluntary Workers Insurance	\$200,000/2,000

## OWNERS CORPORATION CERTIFICATE

(Continued)

As at 11th February 2025  
For Plan No. PS616638P - Lot 31

### 9. CONTINGENT LIABILITIES

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

### 10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

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

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 Essential Services Group Pty Ltd	Current	Passive safety auditing
10/03/2010	ADT - Fire Monitoring	Current	Fire panel and sprinkler maintenance
09/07/2010	ThyssenKrupp Elevator	Current	Lift maintenance
15/10/2012	WasteWise	Current	Waste removal services
21/03/2024	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		Current	Electricity

### 13. NOTICES OR ORDERS

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

### 14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is 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 11th February 2025  
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](mailto:consulting@acebcm.com.au)

### 17. ADDITIONAL INFORMATION

Nil.

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### SIGNING

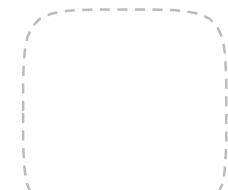
The common seal of Plan No. PS616638P, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



---

Registered Manager

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



Common Seal  
of Owners Corporation

11/02/2025

---

Date



## 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](mailto:consulting@acebcm.com.au)  
Web: [www.acebodycorp.com.au](http://www.acebodycorp.com.au)

Mayfair Legal

11th February 2025

Dear Mayfair Legal

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

In response to your request, we now attach an Owners Corporation Certificate for Lot 31 in Plan No. PS616638P dated 11th February 2025. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("Act").

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

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

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

Yours faithfully

A handwritten signature in black ink, appearing to read 'Emily MacKintosh'.

---

Registered Manager

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

11/02/2025

---

Date

# Owners Corporation for Plan No. PS616638P

8 -88 Beach Road SANDRINGHAM VIC VIC 3191  
ABN/ACN 8124 205413

## DEBTOR STATEMENT - LOT: 31

OWNER: Ilana Melnikov

For the period 1 Sep 2024 to 31 Aug 2025 - sorted by Due Date

### Levy Account

Due Issue Date	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Maint Fund	BALANCE
01-09-24 24-07-24			Levies - normal	01-09-24 to 30-11-24		-550.75	-550.75
01-09-24 24-07-24			Levies - normal	01-09-24 to 30-11-24	-1,447.03		-1,997.78
1 -09-24 1 -09-24	17-09-24	TRANSFER	Other Debt recovery costs Lot 31 Level 1	22.00			-2,019.78
	11-11-24	TRANSFER	Payment 2019.78	1,4 9.03	550.75		0.00
01-12-24 18-10-24			Levies - normal	01-12-24 to 28-02-25	1,447.03	550.75	1,997.78
01-12-24 18-10-24			Levies - normal	01-12-24 to 28-02-25	-550.75		1,447.03
01-03-25 1 -01-25	30-01-25	TRANSFER	Payment 1997.75	1,447.03	550.72		1,997.75
01-03-25 1 -01-25			Levies - normal	01-03-25 to 31-05-25	-550.72		1,447.03
			Levies - normal	01-03-25 to 31-05-25	-1,447.03		0.00
			<b>Balance as at 11 Feb 2025</b>	<b>0.00</b>	<b>0.00</b>		<b>0.00</b>
					<b>TOTAL ADMIN</b>	<b>TOTAL MAINT</b>	<b>TOTAL BALANCE</b>
					<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

\* Invoice is a debt to the Lot

^ Invoice is a debt to the Sundry Debtor

Ace Body Corporate Consulting  
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## 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
30	Gavin Moores

### Present by Proxy

Lot                    In Favour of:

Elizabeth Anne Jeffery -      Declan Jeffery  
Lot 4

## Apologies

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## In Attendance

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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 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
<b>Total for Consultant</b>						<b>3,711.01</b>

**Consultant - Long Term Maintenance Plan (LTMP)**

Date	Invoice No.	Paid to	Reference	Trans Amount	Accrual dates	Amount
				(Gross of GST)		(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
<b>Total for Consultant - Long Term Maintenance Plan (LTMP)</b>						<b>3,550.00</b>

- Exterior Painting Phase 1:

**Exterior Finishes - paints/finishes**

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

- Minor Building Maintenance:

**Minor Building Maintenance**

Date	Invoice No.	Paid to	Reference	Trans Amount	Accrual dates	Amount
				(Gross of GST)		(Net of GST)
06/12/2023	PS616638P092	Megan Susnja 3	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 Locksmith Services Orb Lock Company		689.00		626.36
09/04/2024	2900	Anthony Secatore T/A AMS Builders & Projects	Remove failed garden bed sleepers & soil, Install timber stakes, reaffix sleepers	770.00		700.00
20/08/2024	PS616638P082	Megan Susnja 4	Reimb - Chairman's Expenses	75.95		75.95
<b>Total for Minor Building Maintenance</b>						<b>2,826.99</b>

- Plumbing Maintenance:

**Plumbing Maintenance**

Date	Invoice No.	Paid to	Reference	Trans Amount	Accrual dates	Amount
				(Gross of GST)		(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	
					<b>Total for Plumbing Maintenance</b>

**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 subdivision 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 subdivision 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

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

<b>8.2 Obtain a new Valuation</b>	<b>Ordinary Resolution</b>		
That the Owners Corporation resolve to obtain an insurance valuation and if the recommended 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.			
<b>NOTE:</b> No valuation required due to date of last valuation this year, next one not due for another 3 years			
<b>Motion Result:</b> Motion CARRIED.			
<b>Voting:</b>	Affirmative: 10	Negative: 6	Abstained: 0
<b>8.3 Acknowledge Insurance Valuation</b>	<b>Ordinary Resolution</b>		
That the Owners Corporation acknowledge the insurance valuation report dated 29 February 2024 with a recommended building sum insured of \$28,650,000.00.			
<b>Motion Result:</b> Motion CARRIED.			
<b>Voting:</b>	Affirmative: 16	Negative: 0	Abstained: 0
<b>9 ENGAGEMENT OF CONTRACTORS</b>			
<b>9.1 Engagement of Contractors</b>	<b>Ordinary Resolution</b>		
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.			
<b>Motion Result:</b> Motion CARRIED.			
<b>Voting:</b>	Affirmative: 15	Negative: 1	Abstained: 0
<b>10 ESSENTIAL SAFETY</b>			
<b>10.1 Essential Safety</b>	<b>Ordinary Resolution</b>		
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;			
<b>Smoke Alarms</b> 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.			
<b>Asbestos</b> 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.			
<b>Motion Result:</b> Motion CARRIED.			
<b>Voting:</b>	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:

	GARY MINIHAN Chairperson
	GAVIN MOORES Member
	LYNNE ROWELL Member
	ROSEMARY SHEPPARD Member
	MEGAN SUSNJA Secretary
	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

## 13 GENERAL BUSINESS

### General Business

1. **Cladding Update** - OC manager 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 manager 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 **\$131,239.57exc. 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 be held in September 2025.

### Closure

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

## 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 ACT 2006 and a comprehensive site 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 Owner's 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 professionals and manufacturers to provide some of the 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 full total cost value has been applied in the "Forecast Analysis" and usually represents items such as painting, carpet replacement etc.
- Allowance for "Maintenance" means a percentage of the total replacement cost has been used to provide for maintenance or repairs of that item as shown in the "Forecast Analysis" and usually 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 in conjunction with the "year due" value.
- Expected Life: Estimated total life of an item after it has been replaced/repaired 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 as “Contributions” in the forecast analysis and usually represent major plant and equipment.

Items listed in “maintenance” under the “allowance” section of the “Maintenance Plan Calculations” 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		Notes	
Assessment Date	07/Mar/24	Maintenance & overhauls of plant & equipment inc. lift overhaul - year 10	
Strata Number	616638	Maintenance of major essential safety measures, detection & sprinklers	
Common Property No.	Owners Corporation No 1	External façade maintenance & painting - year 2 (as quoted)	
Property Address	Nautica, 86-88 Beach Road, Sandringham VIC 3191	Maintenance of ground floor lobbies, courtyard and carpark	
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 (\$)	\$160,589.00		
No Units	34		
No Lots	34		
No Liabilities	340		

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



**REGISTERED**  
Building Practitioner



## Detailed Maintenance Plan Calculations &amp; Forecast Analysis

Ref #	Description	Qty	Unit	Team	Total	Availability	Condition	Year Date	Expected life & life																		
									1 Avg/25	2 Avg/26	3 Avg/27	4 Avg/28	5 Avg/29	6 Avg/30	7 Avg/31	8 Avg/32	9 Avg/33	10 Avg/34	11 Avg/35	12 Avg/36	13 Avg/37	14 Avg/38	15 Avg/39	Total (Yrs)			
1 Vertical Transport	1.00 No \$ 320,000.00 \$ 20,000.00	5			12,000.00	Replacement	Good	10	25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	169,271.85		
2 Passenger Lifts (Major Overhaul)	1.00 No \$ 200,000.00	5			12,000.00	Replacement	Good	10	25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	169,271.85	
3 Passenger Lifts (Car Refurbishments)	1.00 No \$ 200,000.00	5			12,000.00	Replacement	N/A	7	7	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	26,211.98	
4 Hydraulics / Water Harvest / Pump stations	1.00 Unit \$ 2,500.00	5			2,500.00	Replacement	N/A	7	7	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	5,046,74	
5 Sump Pump	1.00 Unit \$ 300,000.00	5			300,000.00	Replacement	N/A	7	7	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	4,855,08	
6 Sprinkler Pump Station	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	N/A	7	7	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	8,672,92	
7 Mechanical Ventilation	1.00 No \$ 3,500.00	5			3,500.00	Replacement	Good	5	20	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	3,455,90	
8 Carpet Extractor Fan	1.00 Unit \$ 5,000.00	5			5,000.00	Replacement	Good	15	30	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	3,455,90	
9 Carpet Extractor Fan	1.00 Unit \$ 2,000.00	5			2,000.00	Replacement	Good	10	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	3,526,50	
10 Switchboards (PLC/Club Boards)	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	5	10	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	3,526,50	
11 Switchboards (PLC/Club Boards)	1.00 Unit \$ 4,000.00	5			4,000.00	Replacement	Good	5	10	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	6,701,40	
12 Switchboards (PLC/Club Boards)	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	N/A	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00	
13 Cable Trunking & Traverses	1.00 Unit \$ 30,000.00	5			30,000.00	Replacement	N/A	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	3,767.4	
14 Cable Trunking & Traverses	1.00 Unit \$ 10,000.00	5			10,000.00	Replacement	N/A	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	3,525,00	
15 Cable Trunking & Traverses	1.00 Unit \$ 4,000.00	5			4,000.00	Replacement	N/A	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00	
16 Main Infrastructure	1.00 Unit \$ 40,000.00	5			40,000.00	Maintenance	N/A	35	50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,403,59
17 Water Main & Rainwater Infrastructure	1.00 Unit \$ 40,000.00	5			40,000.00	Maintenance	N/A	35	50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,692,72	
18 Drainage Main & Rainwater Infrastructure	1.00 Unit \$ 1,000.00	5			1,000.00	Maintenance	N/A	35	50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,500,17	
19 Drainage Main & Rainwater Infrastructure	1.00 Unit \$ 1,000.00	5			1,000.00	Maintenance	N/A	35	50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,500,15	
20 Sewer Infrastructure	1.00 Unit \$ 3,500.00	5			3,500.00	Maintenance	N/A	35	50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,284,79	
21 Main Switchboard	1.00 Unit \$ 10,000.00	5			10,000.00	Replacement	Good	20	35	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00	
22 Main Switchboard	1.00 Unit \$ 10,000.00	5			10,000.00	Replacement	N/A	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00	
23 Main Electrical Services	1.00 Unit \$ 10,000.00	5			10,000.00	Replacement	Good	10	25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,403,59	
24 Main Electrical Services	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	10	25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,692,72	
25 Main Electrical Services	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	8	10	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,500,17	
26 Main Electrical Services	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	4	19	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,712,05	
27 Main Electrical Services	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	10	25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,606,42	
28 Main Electrical Services	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	10	25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,182,79	
29 Main Electrical Services	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	1	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	10,035,91	
30 Main Electrical Services	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	1	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,284,79	
31 Hydroponic Systems	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	1	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00	
32 Detectors (Replacements)	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	1	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00	
33 Emergency Lighting	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	1	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00	
34 Fire Refurbishment & Testing	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	1	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00	
35 Fire Refurbishment & Testing	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	1	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
36 Fire Refurbishment & Testing	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	1	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
37 Security Access	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	1	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
38 Access Control	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	4	4	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
39 Intercom System	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	10	25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
40 Access Control	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	1	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
41 Intercom System	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	1	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
42 Access Control	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	1	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
43 Lighting & Electrical Services	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
44 Lighting & Electrical Services	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
45 Lighting & Electrical Services	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
46 General Lighting	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
47 General Maintenance	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
48 General Maintenance	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
49 General Maintenance	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
50 General Maintenance	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
51 General Maintenance & Repair (as Below)	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
52 General Maintenance & Repair (as Below)	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
53 General Maintenance & Repair (as Below)	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
54 General Maintenance & Repair (as Below)	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good	5	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	5	1,000.00		
55 General Maintenance & Repair (as Below)	1.00 Unit \$ 1,000.00	5			1,000.00	Replacement	Good																				

## Detailed Maintenance Plan Calculations &amp; Forecast Analysis

Ref #	Detailed Maintenance Plan Calculations & Forecast Analysis							Forecast															
	Qty	UOM	Team	Total	Allowance	Overhead	Year Date																
								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)
88	<b>Car Park</b>																						
99	lane markings (not numbered)	1m	\$ 5.00	\$ 1,715.00	Replacement	Good	10	\$ 8	\$ 1,501.65	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
100	Vehicle Entry Garage Gate Motors & Control	1.00	No	\$ 3,000.00	3,000.00	Replacement	Good	10	\$ 10	\$ 2,931.80	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
101	Vehicle Entry Garage Gate Motors & Control	1.00	No	\$ 10,000.00	10,000.00	Replacement	Good	15	\$ 30	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
102	Vehicle Entry Garage Gate Motors & Control	1.00	No	\$ 10,000.00	10,000.00	Replacement	Good	15	\$ 30	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
103	Painting - Doors Windows & Other External	3.00	No	\$ 10,000.00	30,000.00	Replacement	Good	5	\$ 10	\$ 2,931.80	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
104	Painting - Walls	250.00	Mo	\$ 20.00	\$ 5,000.00	Replacement	Good	5	\$ 10	\$ 6,159.97	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
105	Signage	1.00	No	\$ 500.00	\$ 500.00	Maintenance	Good	5	\$ 5	\$ 593.84	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
106	Boards / Mechanical Protection	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
107	Boards / Mechanical Protection	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
108	Storage Bins	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
109	Brick Bells	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
110	Net - Replacement of vehicle gate (damaged March 2020) excluded from budget	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
111	Net - Replacement of vehicle gate (damaged March 2020) excluded from budget	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
112	Net - Replacement of vehicle gate (damaged March 2020) excluded from budget	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
113	<b>General</b>																						
114	Concrete Driveway (All-Hc) - Included in External Painting Scope	1.00	M2	\$ 240.00	\$ 140.00	Replacement	Good	10	\$ 10	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
115	Grounds Planting (Wall & Pavement) - Included in External Painting Scope	1.00	No	\$ 120.00	\$ 120.00	Maintenance	Good	5	\$ 5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
116	Landscaping	1.00	M2	\$ 120.00	\$ 120.00	Maintenance	Good	5	\$ 5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
117	Painters & Landscaping	1.00	No	\$ 120.00	\$ 120.00	Maintenance	Good	5	\$ 5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
118	Refurbish Wall "Leaked Repair" / Replacement	1.00	No	\$ 500.00	\$ 500.00	Replacement	Good	1	\$ 50	\$ 5,175.00	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
119	Refurbish Wall "Leaked Repair" / Replacement	1.00	No	\$ 500.00	\$ 500.00	Replacement	Good	35	\$ 50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
120	Booster Cabinet	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
121	Gates & Entries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
122	General Structural	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
123	General Structural	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
124	General Structural	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
125	General Structural	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
126	Net - less from private contractor cost above (excluded from budget)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
127	Roofing Repairs & Complications	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
128	Structural Evaluation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
129	Structural Evaluation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
130	Remedial Structural Contingencies	1.00	No	\$ 25,000.00	\$ 25,000.00	Replacement	N/A	6	\$ 10	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
	Owner Corporation No. 1																						
									\$ 13,589.55	\$ 265,197.93	\$ 84,480.97	\$ 1,472,008.13	\$ 131,322.89	\$ 1,472,008.13	\$ 12,355.14	\$ 20,929.72	\$ 93,738.89	\$ 1,472,008.13	\$ 359,981.89	\$ 8,095.53	\$ 359,981.89	\$ 1,472,008.13	

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	
Owners Corporation No. 1		
Lot No	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



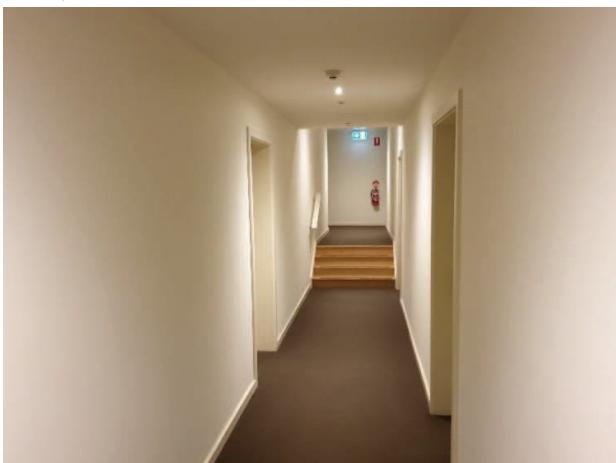
Rear Courtyard



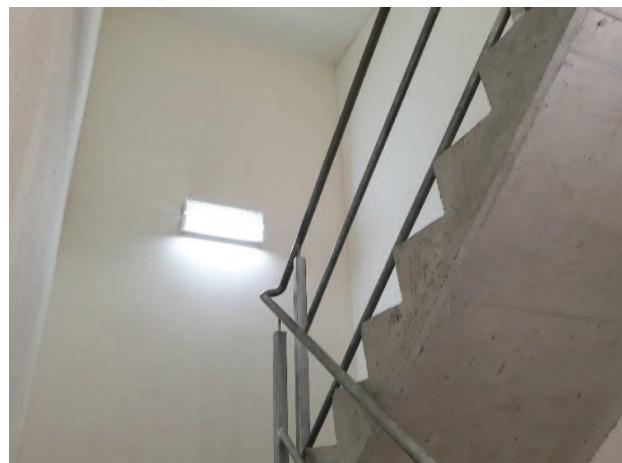
Lobby



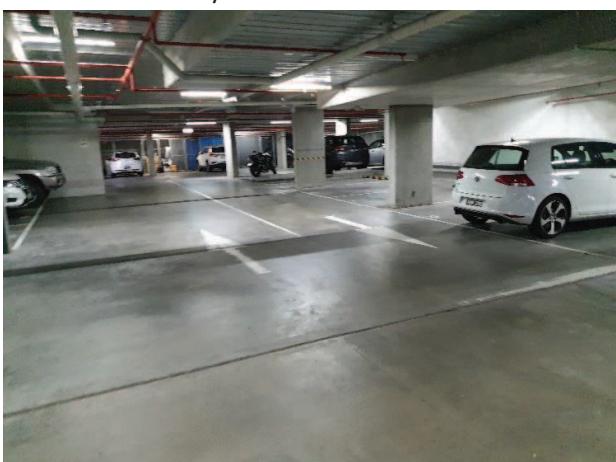
External Entry



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

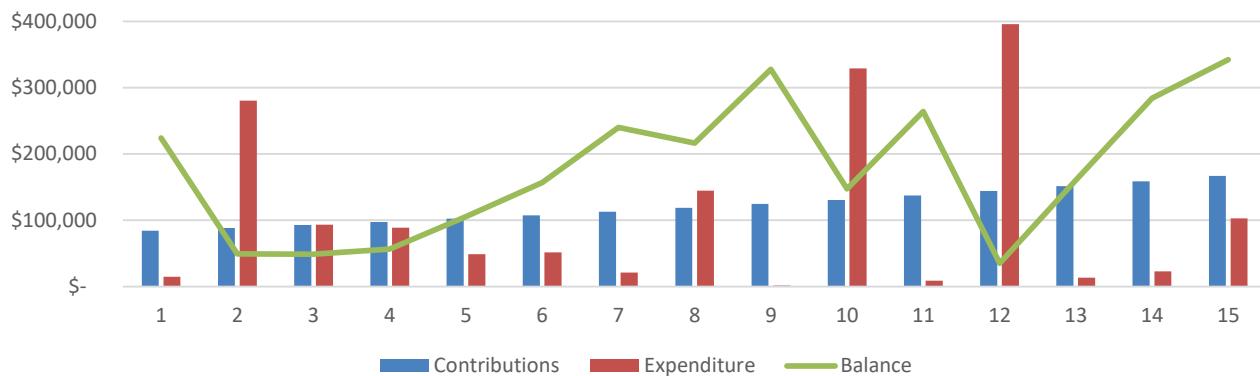
- Line Markings (rate incl numbering) - Year 3
- Maintain basement as required ad hoc.

### 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

Owners Corporation No 1



**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 financial implications of the maintenance plan budget and 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

# Common Property Asbestos Report

For

***86-88 Beach Road***

**86-88 Beach Road,  
Sandringham, VIC 3191**

**Scheme Number: PS616638P**



***COMPILED BY: STEVE VILJOEN***

**On 25 October 2024**

**QIA JOB REF No. 209010**

PO Box 1280,  
Beechmont QLD 4207

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F 1300 369 190

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QIA Group Pty Ltd  
ABN 27 116 106 453

*setting the standard...*

Professional Indemnity Insurance Policy Number: 16090106

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## REPORT OUTLINE

**Section 1** – summarises the purpose, scope and methodology of the inspection register and report.

**Section 2** – summarises the report findings and the actions required to be undertaken.

**Section 3** - details the specific location and nature of any asbestos materials suspected and/or identified as being part of the common property areas of the scheme and how the ACM should be managed.

**Section 4** – provides general information as to the obligations of owners and additional information about asbestos management and control including emergency incident responses.

**Section 5** – provides information as to the management of asbestos containing materials, the Contractor Management Plan booklet when provided with this report also forms part of this section.

**Section 6** – provides information as to the basis and scope of the report.

**Section 7** – provides quotations for further action.

**NOTE:**

This report constitutes the majority of Asbestos Containing Materials Register and Management Plan for the Scheme. If required a contractor management plan booklet will also be provided to be placed onsite.

The asbestos register must be readily accessible to workers and their representatives, employers within the scheme and any person removing or working with any Asbestos Containing Material.

## SECTION 1 – PURPOSE OF REPORT

This report presents the findings of a Asbestos Containing Materials Survey conducted at 86-88 Beach Road, Sandringham, VIC 3191, by QIA Group Pty Ltd on 25 October 2024 at the request of the Owners.

### Scope of report

The Asbestos Containing Materials Survey undertaken at 86-88 Beach Road, Sandringham, VIC 3191 was non-destructive and non-intrusive in nature. The extent of the survey was limited to the following areas:

- The readily accessible interior and exterior common areas of the building.
- Amenities and immediate surrounding land.

The survey **did not** include the inspection or assessment of the following areas:

- Roof above 2.4m other than where access is provided via permanent stairs or ladder.
- Sub floor areas
- Exterior ground surfaces and sub-surfaces (e.g. infill/soil) and underground pipework.
- Inside ductwork unless inspection panels are provided
- Inside plant or equipment with no access or where tools are required to gain access
- Concealed cavities
- Formwork and cables in sub-ground floor slab or encased in floor slabs for subsequent floors.

The survey was undertaken during normal business hours and the building was occupied at the time of the assessment.

### Survey Methodology - Overview

**The survey involved a visual inspection of accessible construction materials and the collection and analysis of materials that are suspected of containing Asbestos and these materials are taken to be representative of that type of material throughout the accessible common areas.**

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QIA Group Pty Ltd

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## **SECTION 2 - COMMON PROPERTY ASBESTOS REGISTER AND MANAGEMENT SUMMARY**

### **Item 1 – New Building**

A representative sample of an external cement sheet wall was taken, and analysis revealed that **no** asbestos materials were evident – please refer to the laboratory analysis attached. Given that the sample area of the external cement sheet wall revealed that **no** asbestos materials were evident we recommend that all similar cement sheet walls, and ceilings be treated as containing **no** asbestos materials.

### **Item 2 – New Building**

A representative sample of a rear cement sheet wall was taken, and analysis revealed that **no** asbestos materials were evident – please refer to the laboratory analysis attached. Given that the sample area of the rear cement sheet wall revealed that **no** asbestos materials were evident we recommend that all similar rear cement sheet walls be treated as containing **no** asbestos materials.

### **Item 3 - Older Building**

A representative sample of a cement sheet porch ceiling was taken, and analysis revealed that **no** asbestos materials were evident – please refer to the laboratory analysis attached. Given that the sample area of the cement sheet porch ceiling revealed that **no** asbestos materials were evident we recommend that all similar cement sheet porch ceilings be treated as containing **no** asbestos materials.

### **Item 4 – New Building**

We were unable to access a unit entry door. However, the door is affixed to a timber frame, which we are advised means it cannot be a fire rated door and therefore there is no reason to suspect that it contains asbestos. A representative sample of the core of a door can be taken and sent to NATA laboratory for testing to determine if it does contain asbestos.

### **Item 5 – Older Building**

We were unable to access a unit entry door. However, the door is affixed to a timber frame, which we are advised means it cannot be a fire rated door and therefore there is no reason to suspect that it contains asbestos. A representative sample of the core of a door can be taken and sent to NATA laboratory for testing to determine if it does contain asbestos.

### **Item 6 – Older Building**

A representative sample of a cement sheet door jamb was taken, and analysis revealed that **no** asbestos materials were evident – please refer to the laboratory analysis attached. Given that the sample area of the cement sheet door jamb revealed that **no** asbestos materials were evident we recommend that all similar cement sheet door jambs be treated as containing **no** asbestos materials.

### **Item 7 – New Building**

We have examined a common area fire door, it has a compliance tag affixed advising that the date of installation and manufacture is post 1990, we have no reason to suspect that fire doors manufactured after this date contain asbestos, as asbestos was banned in fire doors from 31 December 1989.

### Item 8 – New and Older Building

Our inspection of the mounting boards in the electrical cabinets revealed that they are metal and acrylic composite mounting boards that has no Asbestos Containing Materials (ACM). Given that the mounting board has **no** asbestos containing materials we recommend that all switchboards that have a similar metal or acrylic composite mounting board be treated as containing **no** asbestos materials.

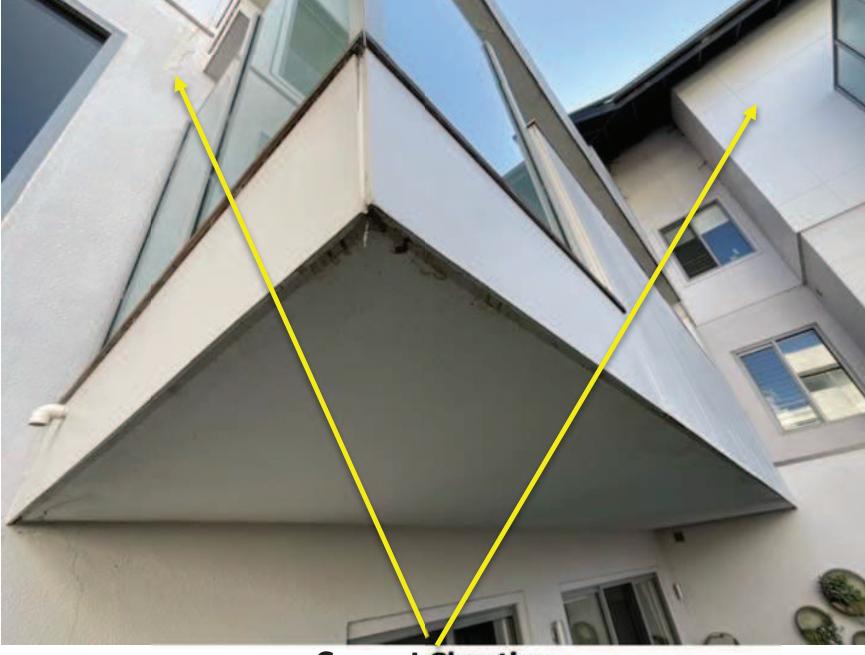
**This report has resulted from a non-destructive visual survey. Should any renovation, maintenance (including water blasting) or demolition work involving inaccessible areas such as wall cavities, subterranean pits, roof or underfloor areas be undertaken, please ensure the persons involved contact our offices prior to the commencement of said works. Should the persons carrying out the works not do so they must confirm their ability and intention to comply with the requirements of the safe handling and removal of asbestos containing materials as per the *Code of Practice – How to Safely Remove Asbestos* available from Safework Australia and the relevant state based Worksafe Authority and refer to the information at the end of this report as to the scope and limitations of the inspection and report.**

<b>PRESUMED ACM – INACCESSIBLE AREAS</b>		
<b>ACM</b>	<b>Locations</b>	<b>Action to be taken</b>
Asbestos cement sheet formwork and electrical cable/water pipe/duct work	Subterranean areas	
Asbestos sheeting	Backing material to ceramic tiles (floors and walls) often found in wet areas such as kitchens, laundries and bathrooms in both common areas and within dwellings.	Destructive survey under controlled conditions prior to any refurbishment which is likely to disturb possible ACMs in these areas. Until these areas are surveyed it they should be presumed to contain asbestos.
Insulation/pipe lagging	Inaccessible ducts, risers and ceiling and wall space cavities (often located in plant rooms, kitchens, laundries and bathrooms)	No access to unauthorised personnel should be given

**Note:** The items identified as presumed ACM are presumed to contain ACM on the basis that the areas were inaccessible but given the age of the building could contain asbestos. In this instance it is recommended that these areas be treated as if they contain asbestos as once any works commence involving these areas exposure to airborne asbestos is possible and this will usually only become event after exposure. In the event that a presumed asbestos material location becomes accessible and a sample of the material is proved by laboratory analysis not to contain asbestos, it should not be assumed that all like locations do not contain asbestos. A single sample location cannot be considered representative for all of the items mentioned above, therefore locations that remain untested are presumed to contain ACM.

## SECTION 3 - COMMON PROPERTY ASBESTOS REGISTER AND MANAGEMENT DETAIL

1.0	MAIN BUILDING	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No	
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable		
✓	NEW BUILDING	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	2 Cert No: N24-0182	
✓	Main buildings consist of rendered concrete block walls, composite aluminium panels, and cement sheet cladding.		<p><b>Cement Sheeting</b></p> <p><b>Item 1 – New Building</b> A representative sample of an external cement sheet wall was taken, and analysis revealed that <b>no</b> asbestos materials were evident – please refer to the laboratory analysis attached. Given that the sample area of the external cement sheet wall revealed that <b>no</b> asbestos materials were evident we recommend that all similar cement sheet walls, and ceilings be treated as containing <b>no</b> asbestos materials.</p>									

2.0	MAIN BUILDING	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No	
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable		
✓	NEW BUILDING	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	1 Cert No: N24-0182	
✓	Main buildings consist of rendered concrete block walls, composite aluminium panels, and cement sheet cladding.		<p><b>Cement Sheeting</b></p> <p><b>Item 2 – New Building</b></p> <p>A representative sample of a rear cement sheet wall was taken, and analysis revealed that <b>no</b> asbestos materials were evident – please refer to the laboratory analysis attached. Given that the sample area of the rear cement sheet wall revealed that <b>no</b> asbestos materials were evident we recommend that all similar rear cement sheet walls be treated as containing <b>no</b> asbestos materials.</p>									

3.0	MAIN BUILDING	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
✓	OLDER BUILDING	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	1
✓	Main building consists of cement rendered walls.										

4.0	MAIN BUILDING	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G				
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
✓	OLDER BUILDING	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	2 Cert No: 24-12101
✓	Main building consists of cement rendered walls.										
	<b>Item 3 - Older Building</b> A representative sample of a cement sheet porch ceiling was taken, and analysis revealed that <b>no</b> asbestos materials were evident – please refer to the laboratory analysis attached. Given that the sample area of the cement sheet porch ceiling revealed that <b>no</b> asbestos materials were evident we recommend that all similar cement sheet porch ceilings be treated as containing <b>no</b> asbestos materials.										

5.0	ROOF AREA	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
✓	<b>NEW BUILDING</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
✓	Roof consists of metal sheeting.										

6.0	ROOF AREA	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
✓	<b>OLDER BUILDING</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
✓	Roof consists of slate tiles.										

7.0	INDIVIDUAL UNIT ENTRY DOORS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
	NEW BUILDING	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	Non-Fire rated.		<b>Item 4 – New Building</b> We were unable to access a unit entry door. However, the door is affixed to a timber frame, which we are advised means it cannot be a fire rated door and therefore there is no reason to suspect that it contains asbestos. A representative sample of the core of a door can be taken and sent to NATA laboratory for testing to determine if it does contain asbestos.								

8.0	INDIVIDUAL UNIT ENTRY DOORS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
	OLDER BUILDING	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	Non-Fire rated.										

#### Item 5 – Older Building

We were unable to access a unit entry door. However, the door is affixed to a timber frame, which we are advised means it cannot be a fire rated door and therefore there is no reason to suspect that it contains asbestos. A representative sample of the core of a door can be taken and sent to NATA laboratory for testing to determine if it does contain asbestos.

9.0	INDIVIDUAL UNIT ENTRY DOORS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
	<b>OLDER BUILDING</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<b>1</b> Cert No: 24-12101
	Non-Fire rated.										
		<p><b>Item 6 – Older Building</b> A representative sample of a cement sheet door jamb was taken, and analysis revealed that <b>no</b> asbestos materials were evident – please refer to the laboratory analysis attached. Given that the sample area of the cement sheet door jamb revealed that <b>no</b> asbestos materials were evident we recommend that all similar cement sheet door jambs be treated as containing <b>no</b> asbestos materials.</p>									

10.0	COMMON PROPERTY DOORS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
	NEW BUILDING	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	Fire Rated.										



**Item 7 – New Building**  
We have examined a common area fire door, it has a compliance tag affixed advising that the date of installation and manufacture is post 1990, we have no reason to suspect that fire doors manufactured after this date contain asbestos, as asbestos was banned in fire doors from 31 December 1989.

11.0	EXTERNAL ACCESSWAYS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
✓		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
✓	Area consists of timber/concrete walkways.										

12.0	SWITCHBOARDS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
✓	NEW & OLDER BUILDING	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
✓	Electrical cabinets consist of sheet metal with metal, and acrylic composite mounting boards.										

#### Item 8 – New and Older Building

Our inspection of the mounting boards in the electrical cabinets revealed that they are metal and acrylic composite mounting boards that has no Asbestos Containing Materials (ACM). Given that the mounting board has **no** asbestos containing materials we recommend that all switchboards that have a similar metal or acrylic composite mounting board be treated as containing **no** asbestos materials.

13.0	BOUNDARY FENCING	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
✓	<b>NEW &amp; OLDER BUILDING</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
✓	<b>Fencing consists of the following:</b> 1. Timber rail, post, and palings. 2. Aluminium slat. 3. Masonry walls.										

14.0	ABOVE GROUND PIPEWORK	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
✓		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
✓	<b>Pipework consists of metal lengths and collars.</b>										

15.0	DRIVEWAY ACESWAYS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
	Description of area	Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
✓	<b>NEW &amp; OLDER BUILDING</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
✓	<b>Driveway consists of a concrete surface.</b>										

**Legend****ACM - Condition Rating**

<b>Poor</b>	Readily accessible, deteriorated surface or friable/damaged asbestos
<b>Normal</b>	Accessible surfaces in fair condition, or friable but stable asbestos relatively inaccessible
<b>Good</b>	Well sealed surfaces, or friable but stable asbestos in inaccessible locations

**ACM Risk Rating**

<b>I = Immediate</b>	Imminent likelihood of exposure to airborne asbestos likely, area readily accessible.
<b>H = High</b>	Exposure to airborne asbestos likely because of minor disturbance in an area that is readily accessible
<b>M = Medium</b>	Exposure to airborne asbestos unlikely because of significant disturbance with the area being relatively inaccessible, excepting circumstances where demolition/renovation or other major disturbance.
<b>L = Low</b>	Exposure to airborne asbestos highly unlikely as the area is inaccessible in most circumstances excepting demolition/renovation or other major disturbance.

## SECTION 4 – ASBESTOS MANAGEMENT

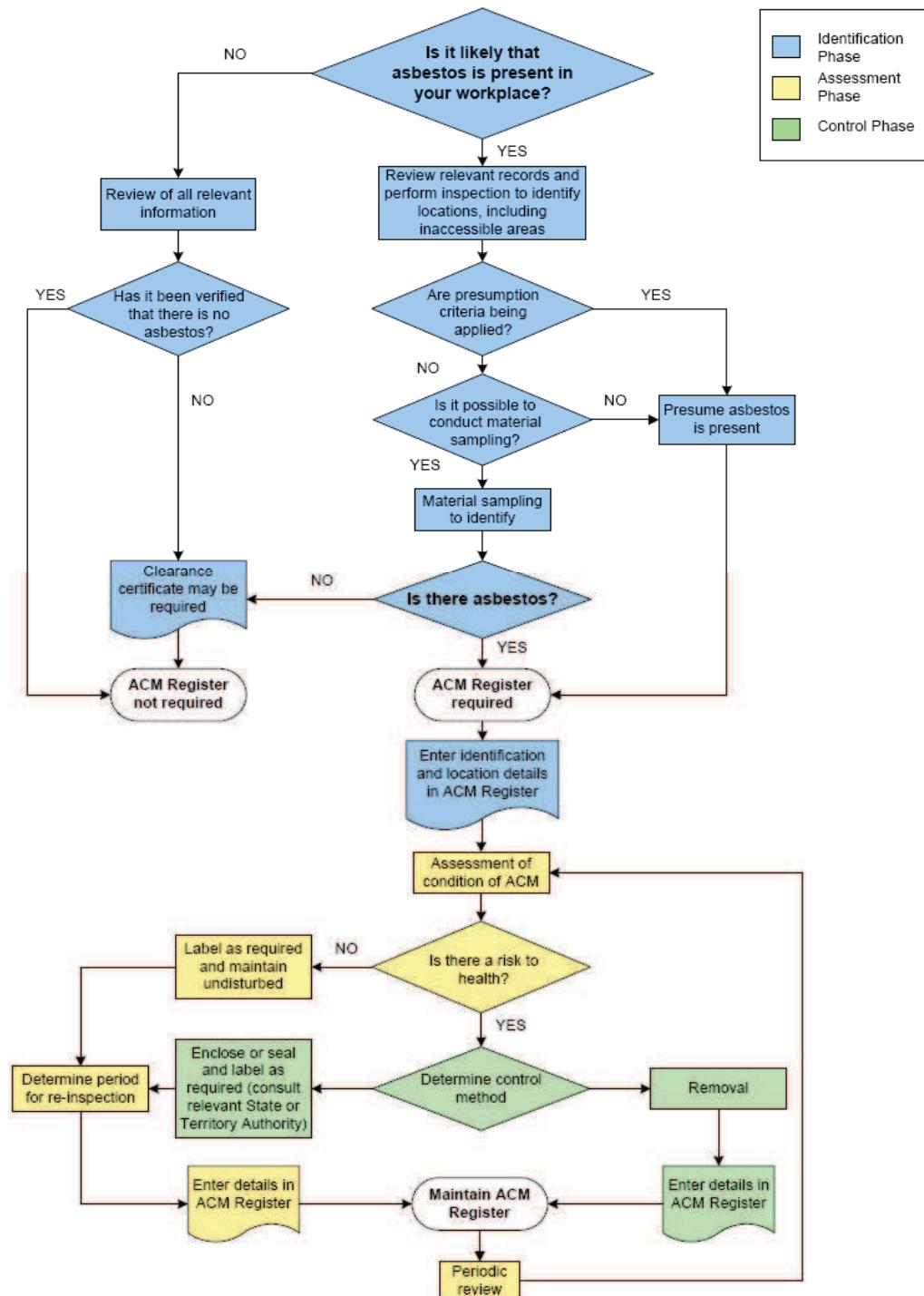
### General requirements

- ACM identified as representing an exposure risk should be removed or otherwise controlled (see **Sections 2 and 3**).
- Any ACM that is not scheduled for immediate removal should be labelled with appropriate warnings and maintained in good condition.
- The location of ACM must be entered into the Asbestos Register (see **Sections 2 and 3**).
- Maintenance and other personnel must be made aware of the location of ACM by providing them with access to this report and labelling ACM wherever practicable.
- The Asbestos Register must be freely available.
- Unless they have valid Asbestos Removal licence, maintenance workers, trades or occupants shall not remove or knowingly damage identified ACM.
- Before any planned demolition, refurbishment or maintenance, its effect upon any in-situ asbestos must be established by reference to this document, including amendments.

## 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 homes before they were banned from use most states by the mid 1990's.

Asbestos was typically used in fibro roofs, walls and soffits. In many houses fibro was also used internally for wet areas such as kitchens, bathrooms and laundries. Asbestos cement can also be found in flat sheets, profiled sheets, corrugated sheets, shingles, compressed sheets, rigid board insulation and building products such as pipes and guttering.

Second hand materials or products containing asbestos can also have been installed or used after asbestos was banned and may be found in newer homes.

An extensive list of examples of asbestos-containing materials is available in the ***How to Manage and Control Asbestos in the Workplace - Code of Practice 2011***.

It is often very difficult to identify the presence of asbestos by sight. The only way to be certain is to have a sample of the material analysed by a laboratory.

Sampling of anything you suspect may contain asbestos is itself hazardous and should only be done by a competent person, and analysed only in accredited laboratories.

More information on identifying asbestos and where this can be done is available from the National Association of Testing Authorities (NATA).

Householders and renovators can manage the risks of asbestos by:

- being aware of what asbestos is and where it can be found;
- having suspect materials tested (by a competent person) or by treating suspect materials as if they contain asbestos;
- being aware of the responsibilities of clients (which can include householders and renovators) and the responsibilities of asbestos removalists under the ***Code of Practice – How to Safely Remove Asbestos***.
- ensuring that work removing any amount of friable asbestos is done by a certified asbestos removalist (holding either a current licence for an 'A' class licence for asbestos removal work issued from 1 January 2006 or class A asbestos removal licence under the WHS Regulation 2011 by 31 December 2013) ensuring that from 1 July 2006 removal of 10m<sup>2</sup> or more of bonded asbestos or asbestos-contaminated dust or debris associated with the removal of more than 10 m<sup>2</sup> of non-friable asbestos or asbestos containing material is done by a certified removalist (holder of a 'B' class licence)
- ensuring that removal of less than 10m<sup>2</sup> of bonded asbestos is done as described in the ***Code of Practice – How to Safely Remove Asbestos***.
- ensuring that any work done with bonded asbestos is done as described in the ***How to Manage and Control Asbestos in the Workplace - Code of Practice 2011***.

## Disposal of Asbestos

Normally, disposal of asbestos materials will be the responsibility of the contractor engaged by the Body Corporate to perform any asbestos abatement works. The disposal of any asbestos materials off site will be in accordance with the Worksafe Australia Code of Practice, local authority and legislative requirements.

## Glossary

ACM	See asbestos containing material
Air monitoring	Air Monitoring means airborne asbestos fibre sampling to assist in assessing exposures and the effectiveness of control measures. Air monitoring includes exposure monitoring, control monitoring and clearance monitoring. Note: Air monitoring should be undertaken in accordance with the Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC:3003 (2005)]
Airborne asbestos fibres	Any fibres of asbestos small enough to be made airborne. For the purposes of monitoring airborne asbestos fibres, only reparable asbestos fibres (those less than 3 microns wide, more than 5 micron long and with a length to width ratio of more than 3 to 1) are counted.
Amosite	Grey or brown asbestos
Asbestos Containing Material	Any material, object, product or debris that contains asbestos.
Asbestos Register	Inventory of ACM by type, form, location, risk and required action.
Asbestos Removalist	A competent person who performs asbestos removal work. Note: an asbestos removal licence is required in all State and Territory jurisdictions for friable ACM.
Asbestos Survey and Management Plan	Document covering the identification, risk evaluation, control and management of identified asbestos hazards, developed in accordance with NOHSC: 2018(2005).
Asbestos	The fibrous form of mineral silicates belonging to the serpentine and amphibole groups of rock-forming minerals, including actinolite, amosite, anthophyllite, chrysotile, crocidolite, tremolite or any mixture containing one or more of the mineral silicates belonging to the serpentine and amphibole groups.
Asbestos-cement (AC)	Products consisting of sand aggregate and cement reinforced with asbestos fibres (e.g. asbestos cement pipes and flat or corrugated asbestos cement sheets).
Bonded asbestos	ACM that is bonded into a stable matrix and cannot be reduced to a dust by hand pressure.
Chrysotile	See asbestos containing material
Clearance inspection	An inspection, carried out by a competent person, to verify that an asbestos work area is safe to be returned to normal use after work involving the disturbance of ACM has taken place. A clearance inspection must include a visual inspection, and may also include clearance monitoring and/or settled dust sampling.
Clearance monitoring	Air monitoring using static or positional samples to measure the level of airborne asbestos fibres in an area following work on ACM. An area is 'cleared' when the level of airborne asbestos fibres is measured as being below 0.01 fibres/million
Competent person	A person possessing adequate qualifications, such as suitable training and sufficient knowledge, experience and skill, for the safe performance of the specific work.

Control monitoring	Air monitoring, using static or positional to measure the level of airborne asbestos fibres in an area during work on ACM. Control monitoring is designed to assist in assessing the effectiveness of control measures. Its results are not representative of actual occupational exposures, and should not be used for that purpose.
Crocidolite	Blue asbestos
Exposure monitoring	Air monitoring in the breathing zone to determine a person's likely exposure to a hazardous substance. Exposure monitoring is designed to reliably estimate the person's exposure, so that it may be compared with the National Exposure Standard.
Friable asbestos	Asbestos containing material which when dry is or may become crumbled, pulverised or reduced to powder by hand pressure.
In situ	Fixed or installed in its original position, not having been removed. Areas which are difficult to access, such as wall cavities and the interiors of plant and equipment.
Inaccessible areas	As a general rule, an inaccessible area is an area that cannot be accessed during normal daily activities or routine maintenance.
Licensed Class A Asbestos Assessor	Person who is qualified to undertake the identification and assessment of asbestos and provide recommendations on its safe management.
Licensed Class B Asbestos Assessor	Person who is qualified to undertake the identification of asbestos.
Membrane	A flexible or semi-flexible material, which functions as the waterproofing component in a roofing or waterproofing assembly.
NATA	National Association of Testing Authorities (NATA)
NOHSC (now ASCC)	National Occupational Health and Safety Commission (now known as Australian Safety and Compensation Council
SWMS	Safe Work Method Statement

## SECTION 5 – REPORT PROCESS AND CONTENT

### REPORT BASIS

The basis of this report is an inspection of the readily accessible **common property** areas of the scheme. This report is not an all-encompassing report dealing with the scheme common areas from every aspect. It is a reasonable attempt to identify any asbestos containing materials upon common property areas of the scheme. This report is not a certificate of compliance with respect to any Act, Regulation, Ordinance or By-law. The report is not a structural report, and should you require any advice of a structural nature we recommend that a structural engineer be engaged.

The inspection of the common property of the scheme is a visual inspection only limited to those areas of the common property that are fully accessible from the common areas (i.e. we will not be entering individual lots to access common areas) and visible to the inspector at the time of inspection. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property and as such no assessment is made at the time of inspection. Areas include service ducts, risers; inside plant particularly where specialist tools and expertise are required; wall, ceiling and subfloor cavities, beneath finished floor surfaces or coverings, underground or in cavity pipe work and external areas of the building more than 2.5 above the finished ground level. **Our report is not a loose fill asbestos fibre report, should the Owners require same additional charges will apply as entry to the roof space, additional equipment and 2 inspectors will be required for each ceiling cavity inspection.**

The report does not and cannot make comment upon: asbestos containing materials that may have been concealed; the assessment of which may rely on certain weather conditions; the presence or absence of timber pests; gas fittings; heritage concerns; fire protection; site drainage; security concerns; detection and identification of illegal building work; durability of exposed finishes that are present in the roof space and under floor space.

The inspector will identify and assess hazards relating to the static condition of asbestos containing materials on the common property and then recommend remedial action or the introduction of a suitable control measure.

The Asbestos Report commissioned by the client was non-destructive and non-intrusive in nature. This type of commission limits or restricts access to the building structure, some surfaces and materials.

The survey undertaken was limited to those areas available for access at the time of building inspection. Only the areas accessible to the surveyors at the time of the building inspection are included in this Asbestos Report.

Unless specifically noted, the survey did not cover exterior ground surfaces and sub-surfaces (e.g. infill soil) or materials other than normal building fabric such as materials in laboratories or special purpose facilities.

At the time of survey no access was gained to material and/or void areas located behind, above, or attached to any sampled or assumed ACM.

No absolute determination can be made regarding the possibility of concealed or inaccessible asbestos containing materials or items in the areas and equipment listed in the tables above until access is gained to allow for inspection.

Materials and equipment in any non-accessed area should therefore be assumed to contain ACM, and be treated appropriately until assessment and sample analysis confirm otherwise.

Samples were not taken where the act of sampling would endanger the surveyor(s) or affect the structural integrity of the item concerned.

The presence of ACM to pipe work that is not readily visible, or that would require the full removal and replacement of overlying non-asbestos insulation to confirm, has not been investigated.

This Asbestos Report, although extensive, is not intended for and must not be used as a specification or method statement for any future asbestos removal project. In this instance detailed plans, quantities etc. would be required.

Before any refurbishment or hazardous material removal projects, the contractor(s) carrying out the work must fully acquaint themselves with the extent of the asbestos containing materials, particularly in those areas which may need full or partial demolition in order to determine the exact extent and location of such materials.

Care should be taken when demolishing or excavating to determine the existence or otherwise of asbestos containing materials. For example subsurface pipes and drains, revealed through excavation may be constructed of asbestos cement. Wherever a material is uncovered or revealed and it is suspected to be hazardous, it should be assumed to be hazardous and treated appropriately until such time as assessment and sample analysis of the material confirms otherwise.

Building work must cease in the immediate vicinity of the suspect material and a Class A Asbestos Assessor must issue a Clearance Certificate before the building work can recommence in the affected area.

This report is based on the information obtained by QIA Group Pty Ltd at the time of building inspection. QIA Group Pty Ltd will not update this report, nor consider any event(s) occurring after the time that its assessment was conducted.

As both the range and use of manufactured products containing asbestos was extremely widespread, QIA Group Pty Ltd cannot accept responsibility for any consequential loss or damage that results from non-recognition of a material that may later be established to contain asbestos. For example, certain textured wall and ceiling finishes may contain small traces of asbestos fibre. In situ, textured finishes are often composed of assorted batches of product, or may have been repaired/patched at various times. It is therefore always a possibility that the samples collected may not always be representative of the entire material.

Under normal construction practices some materials are "built in" or "randomly applied". These materials are therefore not readily accessible and can only be exposed through demolition or damage to the structure or finishes. Access to a material may also be prevented or restricted by equipment that is in operation or where to obtain access contravenes a relevant statutory requirement or code of practice (e.g. electrical switchboards). Consequently, while all reasonable care and attention was taken in compiling this report no guarantee to its completeness can be given.

QIA Group Pty Ltd has taken all care to ensure that this report includes the most accurate information available. Where it uses test results prepared by a third party it relies on the accuracy of the test results in preparing this report. In providing this report QIA Group Pty Ltd does not warrant the accuracy of such third party test results.

- (a) All implied conditions, warranties and rights are excluded from the services offered, except for those which cannot be excluded by virtue of law. Where any condition, warranty or right is implied by law and cannot be excluded, we limit our liability for breach of, or other act contrary to, that implied condition, warranty or right:

- (i) in connection with the supply of goods, to one or more of the following (as we may determine):
  - (A) replacement of the goods or supply of equivalent goods;
  - (B) repair of the goods;
  - (C) payment of the cost of replacing the goods, or of acquiring equivalent goods; or
  - (D) payment of the cost of having the goods repaired.
- (ii) in connection with the supply of services, to one of the following (as we may determine):
  - (A) supplying of the services again; or
  - (B) payment of the cost of having the services supplied again; and
- (iii) otherwise to the extent permitted by law.

(b) Subject to clause (a), and despite any implication arising from report provided, we are not, and will not be, liable to you in contract, in tort (including negligence), under any statute (to the extent permitted by law), or otherwise for, or in respect of, any indirect or consequential loss or damage.

Subject to clause (a) and despite any implications arising from the report provided, our total and aggregate liability in contract, in torts (including negligence), under statute (to the extent permitted by law), or otherwise for, or in respect of, any direct loss or damage arising out of any breach or other act or omission in connection with any Services, will not exceed the fees for those particular Services.

We reserve the right to amend this report and the opinions expressed in this report considering any additional information that might be received or made available after the date of this report.

#### BUILDING APPROVALS

The inspector will rely on all building inspections and approvals given by the relevant authority in relation to the construction and completion of the scheme buildings and land.

#### LIFT CONTROL ROOMS and AIR CONDITIONING DUCTING

Should the building contain lifts or ducted air-conditioning systems as part of the common property plant and equipment no assessment will be made of said systems unless the relevant mechanical services or lift service contractors provide access to the heater banks and control room or provide a written report as to the presence, type and condition of any asbestos containing materials in the plant or rooms in question.

#### FIRE RATED DOORS

We will assume that fire rated doors will be tagged to indicate that they are fire rated doors, untagged doors will be presumed to be non-fire rated. Doors that do not have a metal frame will be presumed to be non-fire rated. Non fire rated doors were not known to have contained asbestos, whereas fire rated doors often contained asbestos materials. Given that we do not break apart or dismantle fire rated doors we will presume that fire rated doors contain asbestos particularly if they were manufactured prior to 1990. Our inspection will include the inspection of 1 unit entry door and one common area door and it will be presumed 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: **86-88 Beach Road, Sandringham, VIC 3191**

Plan Number: **PS616638P**

---

**Summary of quotations needed for compliance with *Work Health Safety Act 2011* Part 8  
relating to Asbestos record keeping.**

1. Provision of a **small** lockable wall mounted cabinet (installed), complete with 003 lock and key for the keeping of the onsite Asbestos Report): **\$432.00 (incl. GST)**

### Quotation Explanations

- 1. QIA Group Pty Ltd is pleased to provide the following quotation for the provision of a small lockable wall mounted cabinet (installed), complete with 003 lock and key for the keeping of the Asbestos Safety Report, onsite in accordance Part 8 of the *Work Health and Safety Act 2011* and *How to Manage and Control Asbestos in the Workplace - Code of Practice 2011*.**

---

- Supply and install 1 x B&R box 400mm H x 300mm W x 150mm D:
- IP66 rated**, so the contents of the box will be fully **protected from dust and water ingress** (except if immersed). This means your records which are required to be kept for at least 2 years onsite will be well protected.
- Box to be located externally where possible next to the main switchboard to allow for easy access by local authority inspectors and nominated contractors.
- Fitted with 003 lock to restrict access to those contractors provided with a 003 key.
- Steel enclosure light grey in colour



If there is anything further we can assist with, please do not hesitate to contact one of the team at your earliest convenience.

Warm Regards

**The Team at QIA Group Pty Ltd**

## APPENDIX 1 – N.A.T.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@qiaigroup.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: Brigitte 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.

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  
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ABN: 62 166 540 094

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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 'Stephen R. Watt L.S.'.

**Stephen R. Watt L.S.**

0438 711 019

[stephen.watt@srwlandsurveys.com.au](mailto:stephen.watt@srwlandsurveys.com.au)

[www.srwlandsurveys.com.au](http://www.srwlandsurveys.com.au)

# Victorian Statewide Cladding Audit

*Outcome*

15 February 2019

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

By email only: [elizabeth.r@acebodycorp.com.au](mailto:elizabeth.r@acebodycorp.com.au)

Dear Elizabeth,

**86-88 Beach Street, Sandringham**

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

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

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

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

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

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

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

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

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

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

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

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

Please discuss any fire safety concerns with the following authorities:

- 1.□ City of Bayside Building Department on 03 9599 4444
- 2.□ The MFB [www.mfb.gov.au](http://www.mfb.gov.au)

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

#### **Find out more**

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

Yours sincerely,



Amanda Wellesley  
Assistant Director, Cladding Operations

28 July 2023



86 – 88 Beach Road, Sandringham [Taken by Musa Saeed of Basic Expert on 3 February 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 document has been prepared based on the Client's description of its requirements and 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

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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 multicompartiment 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

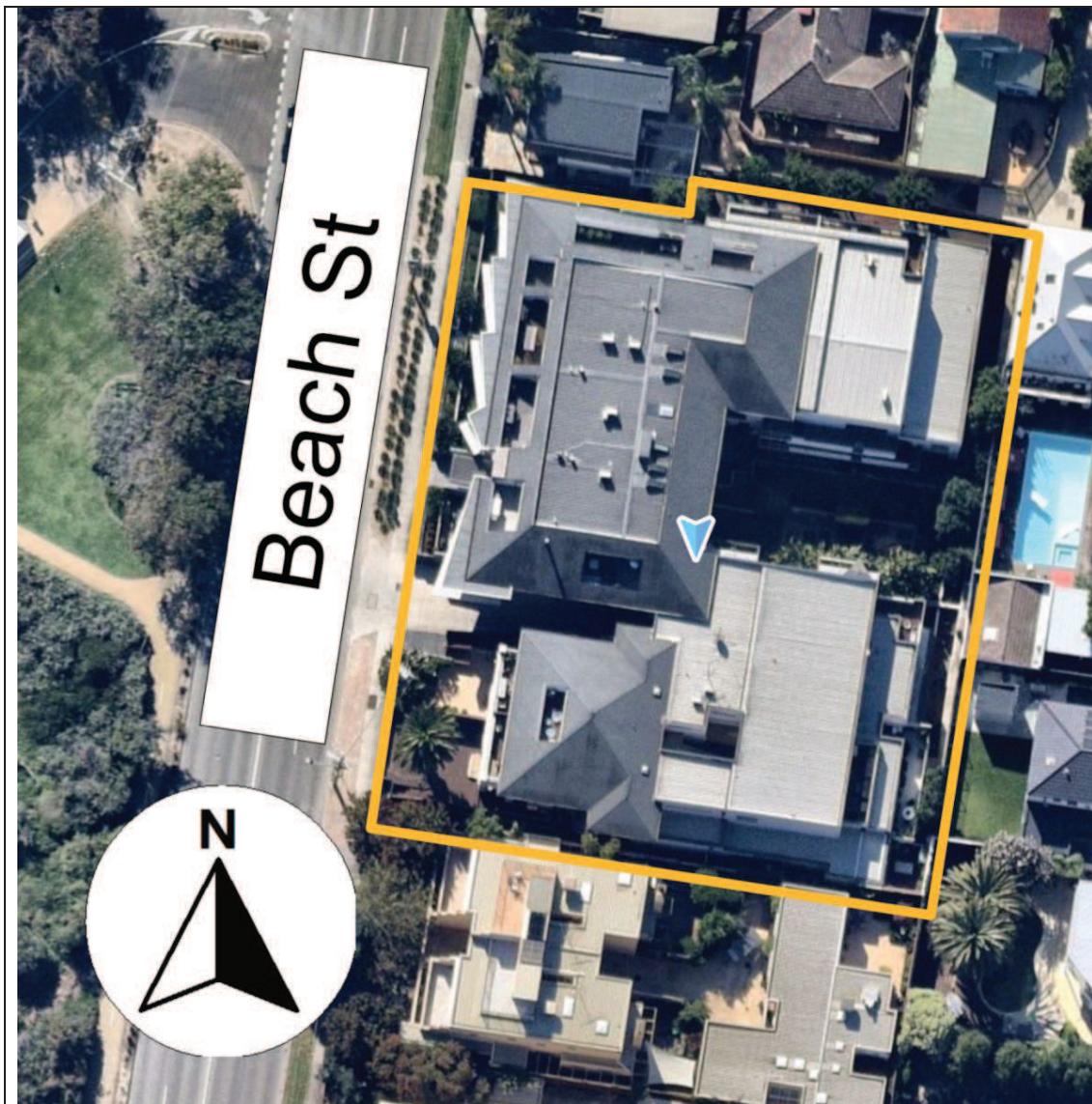


Figure 1—Site plan



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
SOUs	34
Exits	1
Fire detection and Occupant Warning System	<p>SOUs—</p> <ul style="list-style-type: none"> <li>• <input type="checkbox"/> Smoke alarms</li> <li>• <input type="checkbox"/> OWS sounders</li> </ul> <p>Common areas—</p> <ul style="list-style-type: none"> <li>• <input type="checkbox"/> Smoke detectors</li> <li>• <input type="checkbox"/> OWS sounders</li> </ul> <p>Carpark—</p> <ul style="list-style-type: none"> <li>• <input type="checkbox"/> Heat detector</li> <li>• <input type="checkbox"/> OWS sounder</li> </ul>
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 m<sup>2</sup>
- 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-illuminated “NO EXIT AT THIS LEVEL” to be on doors below path of egress
  - [AS2293.1] Non-illuminated “EXIT AT THIS LEVEL” with contrasting colors on 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.

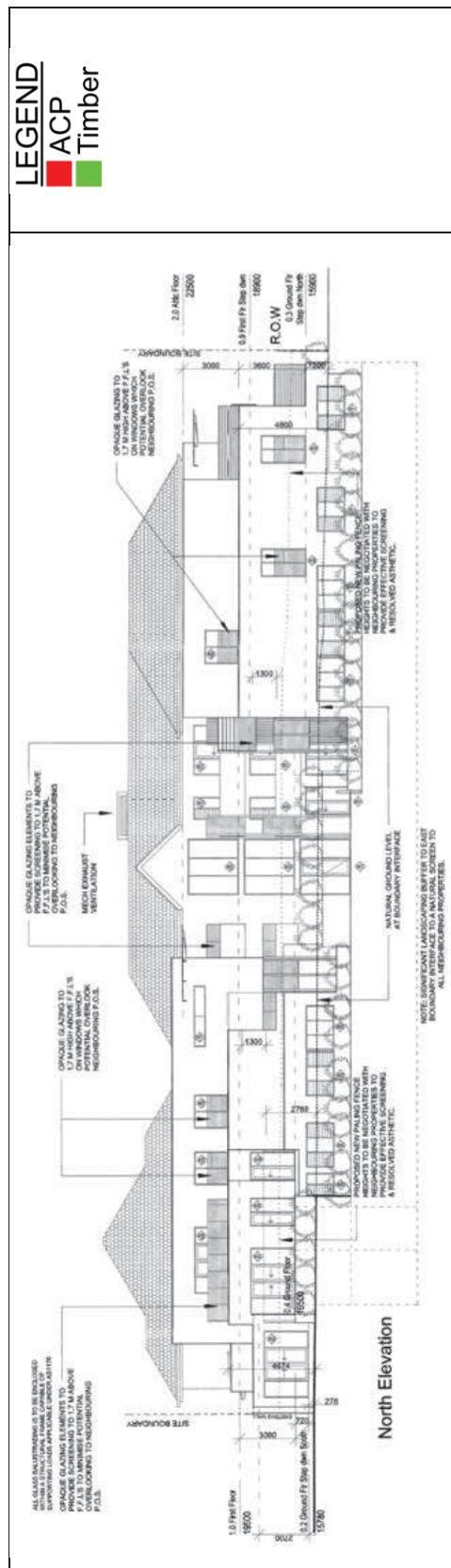


Figure 2—West Elevation

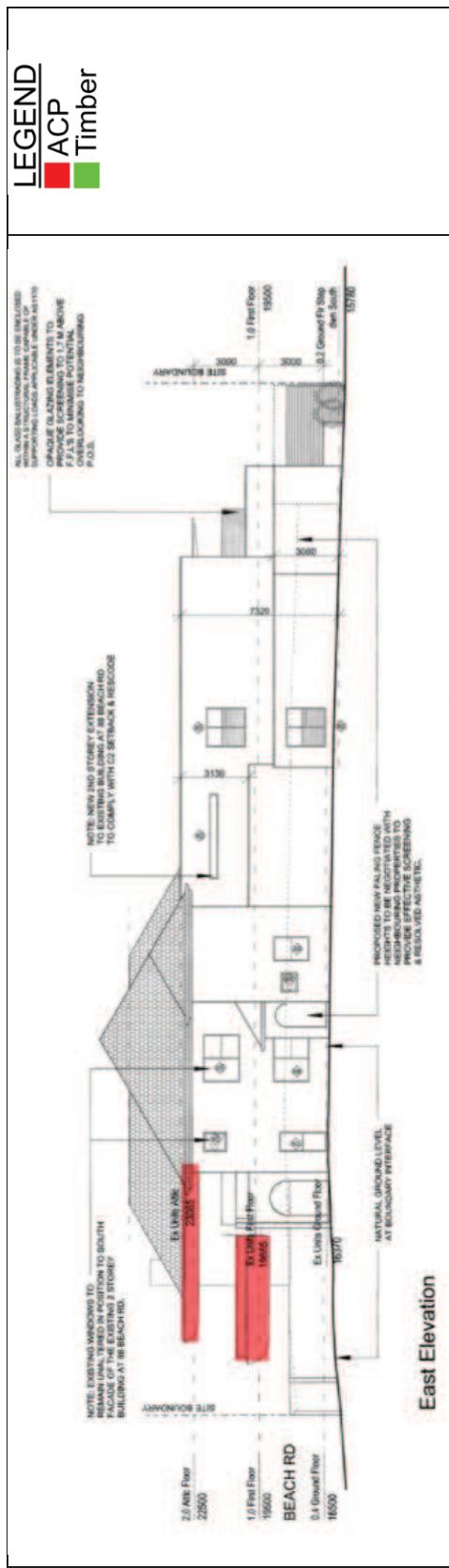


Figure 3—South Elevation

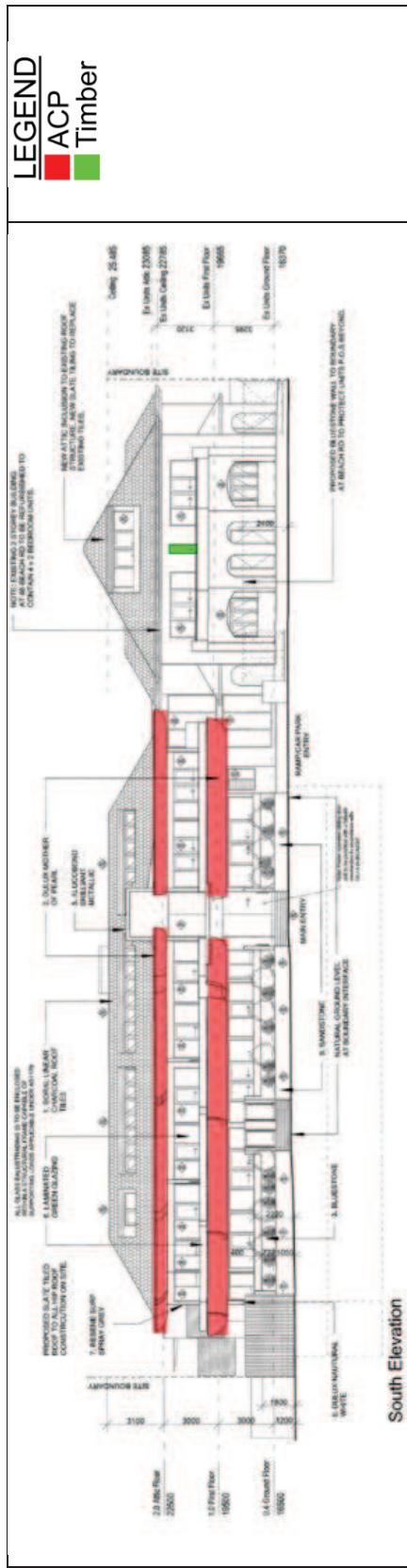


Figure 4—East Elevation

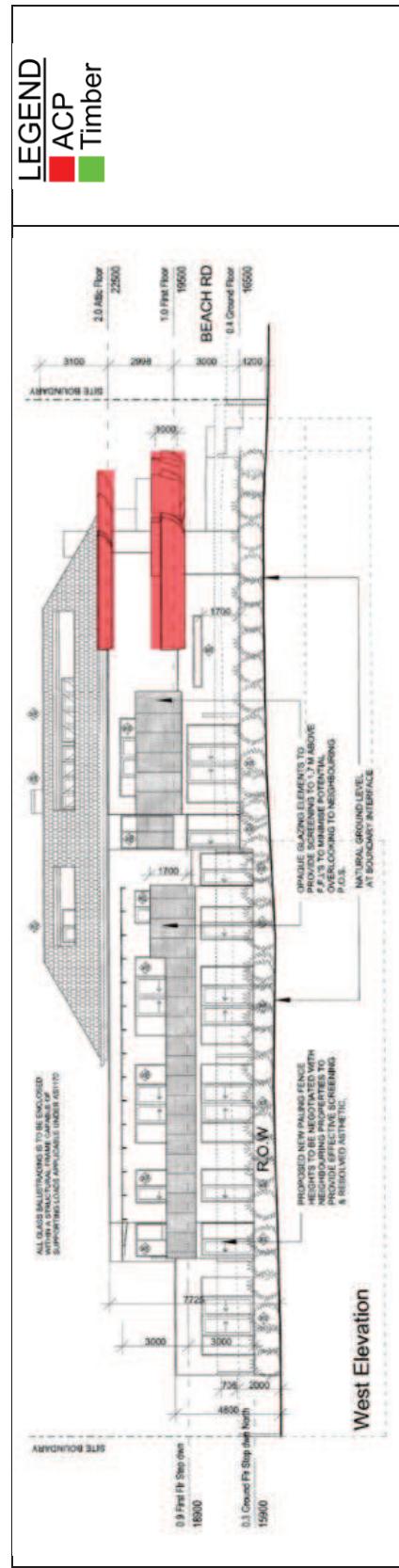


Figure 5—North Elevation



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/m<sup>3</sup>.

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 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) <input type="checkbox"/> To exits	Fail	ACP-PE Cladding is used at the entrance and could block exit in fire
(ii) <input type="checkbox"/> To sole-occupancy units and public corridors	Fail	ACP-PE Cladding may promote fire between units
(iii) <input type="checkbox"/> Between buildings	Fail	Cladding is within 3 m of the boundary
(iv) <input type="checkbox"/> 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) <input type="checkbox"/> The evacuation time	Fail	Combustible cladding is at the exit
(b) <input type="checkbox"/> The number, mobility, and other characteristics of occupants	Fail	Class 2 building will have sleeping occupants
(c) <input type="checkbox"/> The function or use of the building	Fail	Class 2 building will have sleeping occupants

(d) <input type="checkbox"/> 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) <input type="checkbox"/> To exits	Pass	Combustible cladding removed or addressed in a performance solution
(ii) <input type="checkbox"/> To sole-occupancy units and public corridors	Pass	
(iii) <input type="checkbox"/> Between buildings	Pass	
(iv) <input type="checkbox"/> 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) <input type="checkbox"/> The evacuation time	Pass	
(b) <input type="checkbox"/> The number, mobility, and other characteristics of occupants	Pass	Combustible cladding removed or addressed in a performance solution
(c) <input type="checkbox"/> The function or use of the building	Pass	
(d) <input type="checkbox"/> 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



 A close-up photograph of a circular hole in a white, textured wall. The hole appears to be cut through the cladding material, with some dark, crumbly debris visible inside.	Sample 1, ACP, Unit 24, level 1, south elevation
 A photograph showing a rectangular hole in a concrete wall. The hole is roughly cut and irregular. Several white pipes are visible, protruding from the hole and running along the wall. One pipe is secured with a red zip tie.	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

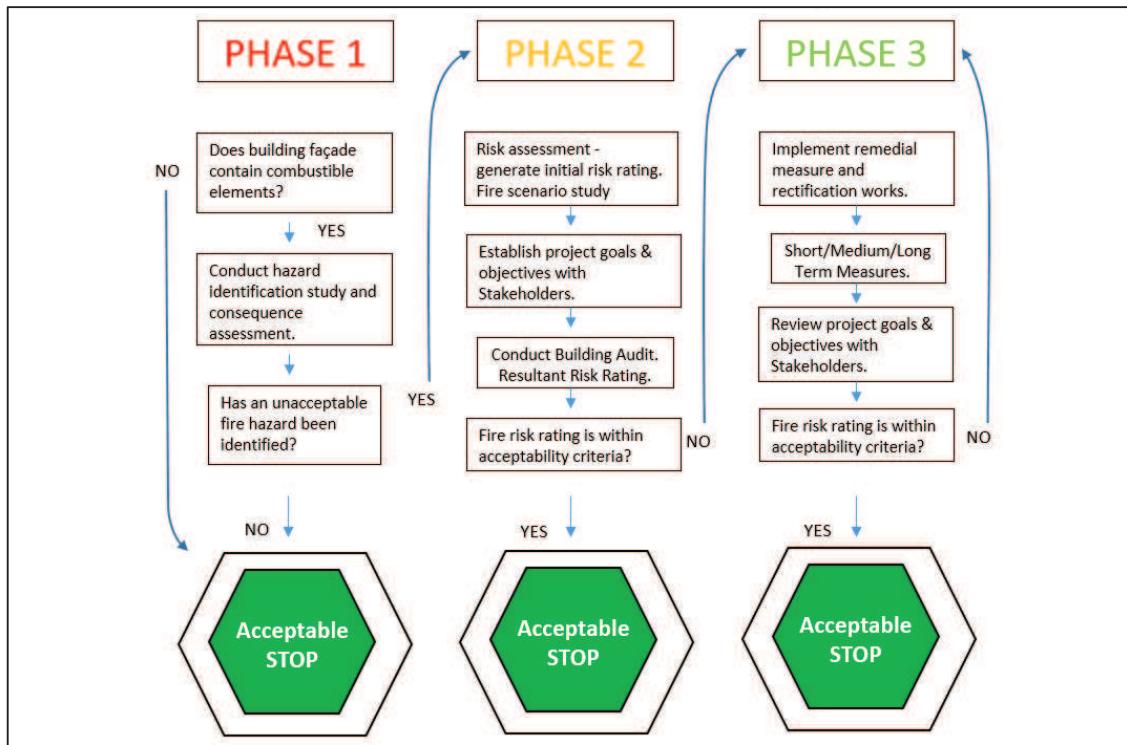
	Sample 5, insulation, lightweight wall, Unit 34
	Sample 6, timber, open air common area between east block and west block, ground level

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**



<b>Project information</b>				
Project number	0664_3191_Beach_OCPS616638			
Client	OCPS616638			
Location	86-88 Beach Road, Sandringham			
Author	Musa Saeed			
<b>QLD building grouping</b>		<b>Group 1</b> Height: 1 – 2 levels Floor area: < 2000 m <sup>2</sup>	<b>Group 2</b> Height: 3 - 9 levels Floor area: > 2000 m <sup>2</sup> < 10000 m <sup>2</sup>	<b>Group 3</b> Height: 10 levels Floor area: > 10000 m <sup>2</sup>
Height:	3 levels			
Floor area:	3831 m <sup>2</sup>			
Group:	2			
Sample collection requirement			Comment if applicable	
<b>A</b>	Lowest and highest points (low sample to be diagonally opposed to high sample point)		Taken from ground and from top metal cladding	
<b>B</b>	Colour variations (are more than 20 panels of the same colour used?)		Taken from both ACP variations	
<b>C</b>	Cladding volume (is the use of cladding product/s extensive?)		Not extensive	
<b>D</b>	Staged construction work (if yes, collect samples from lowest and highest points)		Staged with two blocks, samples taken from both	

<b>QLD Group 2</b>		<b>Location</b>	<b>Photos</b>
<b>A</b>	3 minimum (from 1 to 2 sides of bldg)	Sample 1	(Sample 4) Render, Courtyard, ground level, north elevation
		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>B</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	
<b>C</b>	3 extra if extensive	Sample 1	
		Sample 2	
		Sample 3	
<b>D</b>	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	
<b>Total samples (6 – 10 samples typical):</b>		<b>6</b>	See Appendix A – Selected Photographs

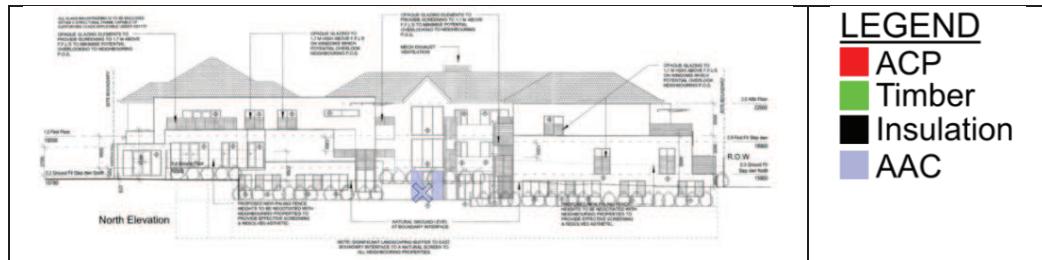


Figure 8—North Elevation

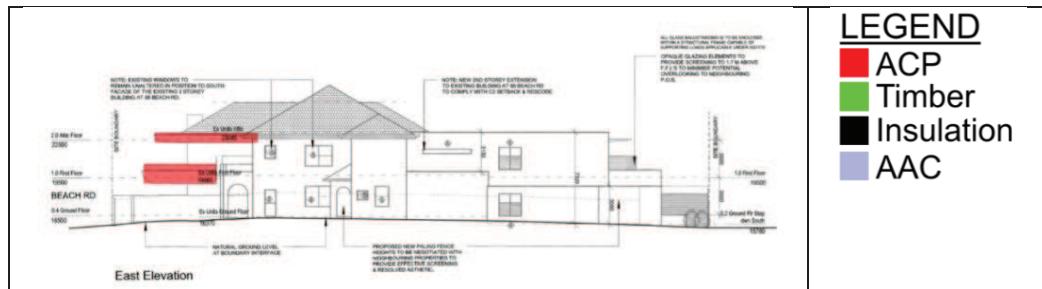


Figure 9—East Elevation

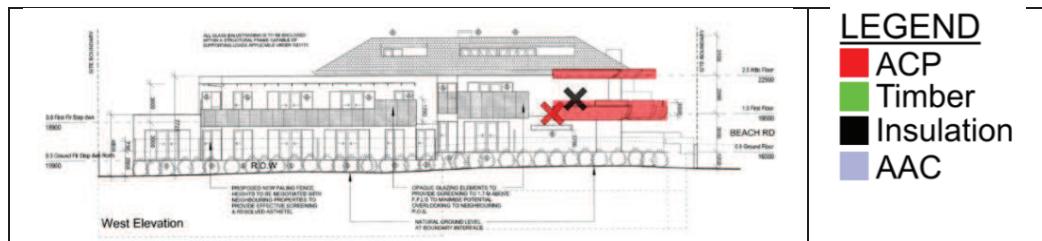


Figure 10—West Elevation

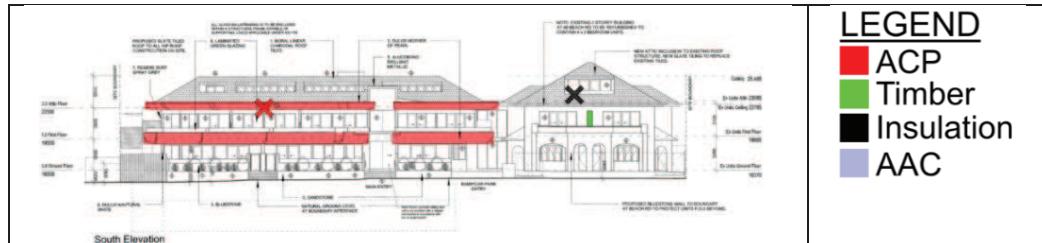


Figure 11—South Elevation



Figure 12—Ground Floor Elevation

# SECURITY & CCTV MANAGEMENT POLICY

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

## Security and CCTV Management

### 1. INTRODUCTION

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

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

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

### 2. PURPOSE

The CCTV System serves the following primary/principal purposes:

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

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

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

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

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

### 3. DEFINITIONS

The following definitions are used in this Policy:

3.1 'Authorised Person' means the Owners Corporation manager, Building Manager and their support staff

3.2 'CCTV' means closed circuit television systems together with any other form of surveillance technology deployed by the Owners Corporation from time to time.

3.3 'CCTV Footage' means, at any time, any digital, video and sound images and related data captured by, stored in and recoverable from the CCTV System.

3.4 'Crime Enforcement Authority' means the Victorian Police Service (VPS), the Australian Federal Police (AFP) and any other public organisations, authorities or agencies entrusted with a law enforcement function.

3.5 'Incident' means an event that constitutes, or that the Responsible Officer believes may constitute or involve any element of, or evidence of the commissioning of a crime, misconduct or disorder.

3.6 'Investigating Officer' means an Authorised Officer or any other employee, consultant or agent of the Owners Corporation charged with conducting an Investigation.

3.7 'Investigation' means an investigation conducted by or on behalf of the Owners Corporation into a suspected crime, an incident of misconduct or a disorder which has been conducted on a site or which has impacted on the Owners Corporation's operations.

3.8 'Misconduct' means:

- illegal activity;
- conduct that causes a substantial risk to health or safety, or to the environment; or
- any unlawful conduct

3.9 'Responsible Officer' is the Owners Corporation/Building Manager or a person nominated by the committee who has the delegated authority.

3.10 'Site' includes any land or part thereof which for the time being is the property or leased premises of the Owners Corporation or in its possession or under its control, together with any structure of any kind whether permanent or temporary on that land;

#### **4. CONTROL AND DEPLOYMENT OF THE CCTV SYSTEM**

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

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

#### **5. COVERT IMAGES AND DATA**

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

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

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

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

#### **6. STORAGE, USE AND DISPOSAL OF CCTV FOOTAGE**

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

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

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

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

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

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

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

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

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

## **7. RESPONSIBILITIES OF BOTH PARTIES AND GOVERNING PRINCIPLES**

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

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

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

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

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

# Owners Corporation Notification of Making Owners Corporation Rules

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

Lodged by

Name: PACE DEVELOPMENT GROUP PTY LTD

Phone: 1300 722334

Address: 246 ESPLANADE, BRIGHTON, 3186

Reference: RB: 07326

Customer Code: 12024R



Owners Corporation No. 1 Plan No. PS616638P

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Dated: 02/07/2009

Signature of Licensed Conveyancer under the Conveyancers Act 2006 for applicant

  
Roslynne Brodie  
Licence No. 000348L

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

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Page 1 of 1

**THE BACK OF THIS FORM MUST NOT BE USED**

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

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**OWNERS CORPORATION 1 PLAN NO. PS 616638P**

**CONSOLIDATED RULES**

**1. Health, safety and security**

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

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

**1.2. Safety of children,**

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

**1.3. Storage of flammable liquids and other dangerous substances and materials.**

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

**1.4. Waste disposal.**

- 1.4.1. An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.
- 1.4.2. An owner or occupier of a lot must make every effort to recycle into the correct bins and follow any sign posted instructions.

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## **2. Committees and sub-committees**

### **2.1. Functions, powers and reporting of committees and sub-committees.**

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

### **2.2. Functions of the chairperson and secretary.**

2.2.1. It is not the responsibility of the chairperson and or secretary to act as a contact person for complaints relating to the lot or the common property. Complaints must be in accordance with Rule 8.

2.2.2. The chairperson and or secretary has the power to communicate to owner or occupiers verbally or in written form on behalf of the owner corporation. This includes fixing notices to the common property.

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

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

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

2.3.2. The chairperson /committee needs to approve any un-planned expenses or maintenance to the building.

## **3. Management and administration**

### **3.1. Management and administration of common property and services.**

#### **3.1.1. Owners Registrar**

In accordance with the Owners Corporation Act 2006 the Owners Corporation must make available to view by an owner, a purchaser or mortgagee the contact details of all other members in their Owners Corporation. A fee applies for document production for this service.

#### **3.1.2. Owners Corporation Certificate**

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

#### **3.1.3. Recovery of Costs**

The owners corporation may recover, as a debt due from the person or persons in default or breach, the costs charges and expenses incurred by the owners corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary or committee members of the owners corporation) arising out of any default or breach, by any lot owner, or occupiers of a lot, of any obligation under the Owners Corporation Act 2006 or the Owner Corporation Regulations 2007 or the Rules of the Owners Corporation

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### **3.1.4. Compliance**

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

### **3.1.5. Breach of rules**

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

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

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

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

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

and if such person is a tenant, licensee or occupier of a lot who derives its right of occupancy from a lot owner, then the Owners Corporation has the

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

**3.1.6. Insurance**

- 3.1.6.1. A lot owner or occupier must not, without the prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 3.1.6.2. A lot owner or occupier must reimburse the Owners Corporation on demand for any additional insurance premium payable by it because of the use of that Owner or Occupier's lot or because of anything done by the Owner or Occupier.

**3.1.7. Discretion to make an Insurance claim**

- 3.1.7.1. The Owners Corporation may in its absolute discretion decide whether to make a claim against any insurance policy held by the Owners Corporation.
- 3.1.7.2. The Owners Corporation may in its absolute discretion recover as a debt from the owner of the lot any excess charged by the Insurance Company relating to a claim for that lot.
- 3.1.7.3. The Owners Corporation must make any reasonable claim against any insurance policy held by the Owners Corporation if an Owner or Occupier gives the Owners Corporation:
  - Written notice that the Owner or Occupier requires the Owners Corporation to make the relevant claim; and
  - Indemnifies the Owners Corporation against any excess, charge, loss or damage that the Owners Corporation may become liable to pay as a result of the claim.

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**3.2. Repair and maintenance of common property and services.**

**3.2.1. Moving in and out**

- 3.2.1.1. An owner or occupier of a lot moving in or about the property will be liable to the Owners Corporation for any damage caused to the property in doing so.
- 3.2.1.2. The Owners Corporation has the right to recover from an owner or occupier of a lot who is in breach or default of Rule 3.2.1.1, any costs (including but not limited to legal costs), charges, expenses and loss incurred by the Owners Corporation arising from such breach or default as if it was a debt due to the Owners Corporation.
- 3.2.1.3. Suitable protection must be installed to protect the lift, walls and floors. All repairs to rectify damage will be the responsibility of the tenant, in the event the repair is not

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

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

- 3.3.1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- 3.3.2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- 3.3.3. Subrule (3.3.2) does not apply if the concession or rebate—
  - 3.3.3.1. must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - 3.3.3.2. is paid directly to the lot owner or occupier as a refund.
- 3.3.4. A lot owner will be responsible for any adjustments payable to the Utilities (water, gas, electricity) Company or authorised authority as a result of estimated readings for their lot.
- 3.3.5. A lot owner will be responsible for any costs incurred by the owners corporation that benefit only that lot.

## **4. Use of common property**

### **4.1. Use of common property.**

- 4.1.1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- 4.1.2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
- 4.1.3. An approval under subrule (4.1.2) may state a period for which the approval is granted.
- 4.1.4. A lot owner or occupier of a lot **may keep an animal on his or her lot**, provided that the owner or occupier enter into a Pet Agreement and shall not allow any animal to roam without supervision on the common property.
- 4.1.5. All animals must be on a leash at all times when on the common property or in a cage.
- 4.1.6. Owners of animals must remove any droppings left by their animal.
- 4.1.7. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- 4.1.8. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4.1.7) must remove that animal.

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

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

4.2.1. A lot owner or occupier must not install a satellite dish or other antenna unless written approval is given by the owner's corporation.

4.2.2. An Owner or Occupier must not, without a General Approval, display any sign (including For Lease or For Sale signs) on any part of the common property or on any lot when it may be visible from outside that lot unless written approval is given by the owner's corporation.

4.2.3. The owner or occupier of a lot must not fail to clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacles of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all or any other objects whatsoever whether solicited or unsolicited, or to arrange for all such required clearances by other persons should a member or members be absent for any reason whatsoever for any period exceeding forty eight (48) hours

**4.3. Vehicles and parking on common property.**

**4.3.1. Owners' and Occupiers' Cars**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:

4.3.1.1. All vehicles (including motor cars, caravans, boats, trailers, motorbikes etc) must be stored within the allocated car parking lot and ensure that the vehicle does not protrude into the driveway.

4.3.1.2. No vehicle is to be left parked on common ground unless for maintenance requirements, removals or delivers etc. Vehicles must be moved immediately on being asked by another resident to allow their vehicle to pass.

4.3.1.3. An Owner or Occupier must not use the visitors parking area for parking greater than 30 mins.

**4.3.2. Use of Parking Spaces**

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

4.3.2.1. Store an unregistered vehicle, registered or unregistered boat, trailer, caravan, truck, bus, motor cycle.

4.3.2.2. Rebuild or repair any type of vehicle.

4.3.2.3. Permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to

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the garage or other part of the common property after due notice has been served.

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

#### **4.4. Laundry on common property**

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

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

#### **4.5. Damage to common property**

4.5.1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

4.5.2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

4.5.3. An approval under subrule (4.5.1) or (4.5.2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

4.5.4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

4.5.5. The owner or person referred to in subrule (4.5.4) must keep any device, screen or barrier installed in good order and repair.

4.5.6. An owner or occupier of a lot is not permitted to play any sort of ball games, skateboard, roller blade and riding of bikes or similar activity in the vicinity of any building or parked car.

4.5.7. Skips or any equipment is not to be delivered or stored on the common property. Skips may be placed (subject to Council approval) on the nature strip.

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

4.6.1. An owner or occupier of a lot must dispose of any packaging and removal boxes immediately after moving in or out.

4.6.2. An owner or occupier of a lot must not leave any form of personal property on the common property or the nature strip.

### **5. Lots**

#### **5.1. Change of use of lots.**

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

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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 façade without approval from the Owners Corporation.

5.2.5. An owner or occupier of a lot must not erect any additional screens, fences or barriers without the approval of the Owners Corporation. Any proposed structure will be in keeping with the architectural design.

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

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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.

**8. Dispute resolution**

**8.1. Breach of Rules In this Rule 8:**

“VCAT” means Victorian Civil and Administrative Tribunal;

“complainant” means the person or persons making a complaint under rule 8.3;

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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;

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

8.1.10. The Committee must not take action against a person alleged to have committed a breach or apply to VCAT for an order in respect of an alleged breach unless it believes on reasonable grounds that the respondent has committed the alleged breach.

8.1.11. If the Committee decides the complaint is a breach of the Owners Corporations Act 2006, the Owners Corporation Regulations 2007 or the rules but the subject of the complaint **does not affect common property**, the Committee may decide not to take action with respect to the complaint or apply to VCAT for an order in respect of the alleged breach.

8.1.12. If the Committee decides not to take action with respect to the complaint or apply to VCAT for an order in respect of the alleged breach, the Committee must give notice of its decision to the person who made the complaint in respect of the alleged breach and such notice must set out the reasons for the decision within ten (10) days of the Committee meeting. The Committee may also direct the complainant that it may take the complaint to VCAT.

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

- a. apply to VCAT for an order in respect of the alleged breach; or
- b. give notice of the alleged breach in the approved form to the respondent within 14 days of its decision. If the respondent is an occupier of a lot affected by the Owners Corporation, a copy of the notice must be given to the lot owner.

8.1.14. If the respondent disputes the alleged breach contained in the notice he, she or it must prepare a written statement disputing the allegation and setting out reasons why the allegation is disputed and give such statement to the manager of the Owners Corporation within 14 days of receipt of the notice from the Committee under Clause 8.1.12. The Manager must give a copy of any statements received from the respondent to the Committee within 7 days.

8.1.15. If the respondent does not provide a written statement to the manager within the specified time period, the committee may decide if there has been a breach, in the absence of such statements.

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

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

8.1.17. At any meeting convened in accordance with paragraph 8.1.15 the Committee may ask the complainant, the respondent and any other person in attendance at the meeting to answer any questions raised by the Committee and if directed by the Committee to provide written statements in respect of any questions. The Committee may consider any matters raised before it together with the answers to any questions and any written statements made at or submitted to the meeting either at the meeting or at any subsequent meeting of the Committee.

8.1.18. The complainant, the respondent, the lot owner, occupier and/or any other person invited to attend the meeting, may not be represented by any other person at the Committee meeting unless a request has been made in writing to the Committee for such representation specifying the name, address, occupation and the relationship (if any) of the proposed representative and the Committee has consented to such request. Any such request must be made to the Committee no later than 2 days before the Committee meeting.

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

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

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

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

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

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

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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 from;
- b. state that the respondent must within 28 days after the date of the notice rectify the breach; and
- c. state that if the breach is not rectified within the time stated in the notice, the Owners Corporation may decide to apply to VCAT for an Order in relation to the final notice.

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

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

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

## 8.2 Issue of a Complaint or Legal Proceedings

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

# 9. NOTICES AND DOCUMENTS

## 9.1. Notices

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

9.1.2. An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier of a lot comply with these rules and in default take all reasonable steps to ensure that their invitees leave the lot and the common property.

9.1.3. An owner or occupier of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any tenant or licensee of the lot and any invitees of that tenant or licensee comply with these rules.

9.1.4. An owner or occupier of a lot must at their expense promptly comply with all laws relating to the lot including, without limitation, any laws, requirements, notices and orders of any Governmental Agency.

9.1.5. An owner or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development within the Plan or which may cause a nuisance or hazard

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

**9.2. Fees for the provision of Records and Register**

9.2.1. The Owners Corporation may charge a fee for the reproduction of the Register and any records required by a lot owner or occupier or their representative.

9.2.2. Any person entitled to inspect the Owners Corporation Register who requests the Owners Corporation or its Manager to provide a copy of the register or any part of it must pay to the Owners Corporation a fee for such copy and such fee shall be set from time to time by the Committee of the Owners Corporation.

9.2.3. A lot owner must provide to the Secretary and the Manager of the Owners Corporation the following details to assist in the maintenance of the Owners Corporation register, the enforcement of Rules and to allow service of notice to occupiers:

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

9.2.4. A lot owner must notify the Owners Corporation within 7 days if any of the details referred to in Rule 9.2.3 change. If a lot owners fails to provide current details to the Secretary as specified in Rule 9.2 and as a consequence the Owners Corporation has to undertake a search of title in order to maintain the register then that lot owner will be liable for any fees or costs relating to such search.

9.2.5. A lot owner who sells a lot must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

9.2.6. A person who acquires a lot must advise the owners corporation of the person's name and address within one month of the completion of the contract.

9.2.7. A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of the lot owner's mailing address for service of notices and any changes to it as soon as possible.

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**10. COMMON SEAL**

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

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

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# **Model rules for an owners corporation**

## **1. Health, safety and security**

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

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

### **1.2 Storage of flammable liquids and other dangerous substances and materials**

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

### **1.4 Smoke penetration**

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

### **1.5 Fire safety information**

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

## **2. Committees and sub-committees**

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

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

### **3. Management and administration**

#### **3.1 Metering of services and apportionment of costs of services**

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

### **4. Use of common property**

#### **4.1 Use of common property**

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

#### **4.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

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

## **4.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5. Lots**

### **5.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

#### **Example**

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

### **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

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

## **6. Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

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

### **6.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7. Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
  - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
  - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

# Owners Corporation

## 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.**



## 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

## O NERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Ilana Melnikov  
Unit 31/ 86-88 Beach Road  
Andringham Victoria 3191

### Tax Invoice

Invoice No:	0002101	Issue Date:	19/07/25
Net Amount Payable:	\$ 1,997.78		
Due Date:	01/09/2025		

The owner has an obligation to pay fees and charges within 28 days after the date of the notice.

### New Charges for Owners Corporation for Plan No. PS616638P - ABN: 81246205413

Lot No. 31 Unit 31	ilana@invest2day.com.au	Previous Balance:	0.00
OC Address:	86-88 Beach Road, ANDRINGHAM VIC, VIC 3191	Penalty Interest:	0.00
Lot Liability:	10	Lot Entitlement:	10
		Issued Levies Not Due:	0.00
Description	Transaction Type	Fund	Net
For the period 01/09/2025 to 30/11/2025	Normal (interim)	Admin	1,315.48*
For the period 01/09/2025 to 30/11/2025	Normal (interim)	Maint	500.68*
<b>Arrears/Issued at time of printing</b>			<b>0.00</b>
<b>Gross Amount</b>			<b>1,997.78</b>
<b>Net Amount Payable</b>			<b>\$ 1,997.78</b>

If you are registered to use DEFT Biller Initiated Direct Debit on the due date, your nominated account will be debited \$1997.78 on 01/09/2025



DEFT Reference Number:  
2136 1451 4301 3170 0315

### How to Pay

**Bpay:** Contact your bank, credit union or building society to make this payment from your account.

**Internet:** Visit [www.deft.com.au](http://www.deft.com.au) and use the DEFT reference number supplied on this page.

**In person:** Present this page to make your payment by cheque or EFTPO at any post office.

Payments by credit or debit card may attract a surcharge.  
Registration is required for payments from bank accounts.  
Registration forms available from [www.deft.com.au](http://www.deft.com.au).

Ace Body Corporate Consulting  
Lot No. 31 Unit 31  
86-88 Beach Road (Nautica)

Invoice No: 0002101

Net Amount Payable: \$ 1,997.78  
Due Date: 01/09/2025

Biller Code: 96503  
Reference: 2136 1451 4301 3170 0315



\*496 213614514 30131700315

# OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules.

## Important information on fees and charges

(This page is part of the Fee Notice)

### Enquiries

If you have enquiries on the fees listed in this notice you can contact Ace Body Corporate Consulting on 03 8586 1300 or by sending an email to [consulting@acebodycorp.com.au](mailto:consulting@acebodycorp.com.au) or by mail to P.O. Box 5583, Mordialloc, VIC 3195.

### Payment Plans and financial hardship

If you are experiencing financial hardship and struggling to pay your owners corporation levies and fees on time, contact your owners corporation and owners corporation manager as soon as possible. Ask them to have a payment plan put in place. The [National Debt Helpline – Debt Problems - Strata Levies](http://www.ndh.org.au/debt-problems/strata-levies) ([www.ndh.org.au/debt-problems/strata-levies](http://www.ndh.org.au/debt-problems/strata-levies)) page has a step-by-step guide on how to do this. Owners corporations are called strata in some other states. It also has information about other payment options, what to do if you can't come to an agreement, and what to do if legal action is being threatened or has commenced against you.

If you're feeling overwhelmed and need help to deal with financial issues, you can get free, independent, and confidential advice from a community based financial counsellor. To speak to a financial counsellor, call the National Debt Helpline on 1800 007 007 or visit the [National Debt Helpline's find a financial counsellor page](http://www.ndh.org.au/financial-counselling/find-a-financial-counsellor-page) ([www.ndh.org.au/financial-counselling/find-a-financial-counsellor-page](http://www.ndh.org.au/financial-counselling/find-a-financial-counsellor-page)) to find a financial counsellor near you.

### Disputes

The Owners Corporations Act 2006 (the Act), Owners Corporation Regulations 2018 (the Regulations) and the owners corporation rules (the rules) provide a number of options in dealing with disputes regarding owners corporations, managers, lot owners and occupiers:

These are:

- the owners corporation internal dispute resolution process
- conciliation through the Dispute Settlement Centre of Victoria (DSCV)
- applications to the Victorian Civil and Administrative Tribunal (VCAT)

### Internal Dispute Resolution Process

If you believe the manager, a lot owner or occupier has breached their obligation under the Rules, Act, or Regulations you can try to resolve the problem through the owners corporation internal dispute resolution process.

The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing an 'Owners corporation complaint' form (available from our office).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the owners corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the owners corporation.
- If you are not satisfied with the outcome you can contact DSCV or VCAT (see below).

### Resolving disputes through the Dispute Settlement Centre of Victoria

You can contact DSCV to seek assistance to resolve your dispute. DSCV may suggest that you use the internal dispute resolution process and may decline to consider your matter if you have not done so. It is not compulsory to seek DSCV's assistance before applying to the Victorian Civil and Administrative Tribunal (VCAT). However, DSCV may be able to help resolve the issue more quickly and at a lower cost. DSCV can only try to resolve a dispute if all parties agree to take part in this process. Visit the [DSCV website](http://dscv.vic.gov.au) ([disputes.vic.gov.au](http://dscv.vic.gov.au))

### Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the owners corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1300 01 8228 (1300 01 VCAT) or visit the [Victorian Civil and Administrative Tribunal website](http://vcat.vic.gov.au) ([vcat.vic.gov.au](http://vcat.vic.gov.au)). Calling this number costs the same as a local call. Additional charges may apply if you call from overseas, on a mobile or payphone.



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Mayfair Legal  
C/O LANDATA Online Services  
DOCKLANDS 3008

Client Reference: 23314

NO PROPOSALS. As at the 6th February 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 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: 6th February 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75756778 - 75756778123445 '23314'