

**Retirement Villages Act 1986**  
(Section 19(1))

(Regulation 11-12)

**INFORMATION STATEMENT**

**What is an information statement?**

This information statement provides details about a retirement village. The operator (and proprietor, if separate from the operator) must prepare this document and provide it to prospective residents free of charge no later than 7 days after requested. It must also be published on the operator's website, provided to prospective residents together with any targeted promotional material and at least 21 days before a resident enters into a residence or management contract in respect of the village, unless an up to date copy has already been provided prior to this.

This document is designed to help prospective residents make an informed decision and to understand the rights and obligations a resident has when residing in a village including:

- costs that will apply before a resident moves in, while living in the village and after a resident leaves;
- what services and facilities are provided to residents of the village; and
- details about the village.

If any of the village-level information in this information statement changes, an updated version will be published on the operator's website. This statement must be updated at least every 12 months.

An operator may also fill out and provide a table of personalised financial information to a prospective resident if requested. This is separate to the information statement available online and is located at the end of this document as an addendum.

This table of personalised financial information should be filled out following initial engagement between the operator and prospective resident about the type of premises they would like to enter into. This is intended to provide a clear indication of the types of entitlements and obligations of a person on entering, living in and leaving the retirement village as well as assist with the future drafting of a residence and/or management contract.

**Important considerations for prospective residents**

It is important that prospective residents of the village:

- carefully consider this information statement. However, this document is not a substitute for reading the full terms of a residence or management contract and prospective residents should seek independent legal or financial advice about the contracts that will have to be entered into;
- understand the financial commitment involved in entering, living in, and leaving the village; and
- consider what questions they should ask the operator to determine whether village living is appropriate for them.

**Where can prospective residents get help or more information?**

If prospective residents need help understanding this statement or want more details about retirement village living in Victoria, they can contact Consumer Affairs Victoria for information and assistance by visiting <https://www.consumer.vic.gov.au> or calling 1300 55 81 81.

All prospective residents have the right to inspect, within 7 days of making a request, certain documents relating to the retirement village, free of charge, including:

- a draft residence contract and management contract for the village;

- the by-laws and a document under which a resident agrees to observe the by-laws, promises to pay an entry payment or a recurring charge for the provision of goods or services by the operator;
- an information statement;
- financial statements as presented at the most recent annual meeting of the residents.

If you are a current resident, and you are looking for more information you can ask the operator to inspect and make copies of the following documents, to the extent they relate to you:

- your residence and management contracts;
- the by-laws (and any document under which you agree to observe the by-laws);
- this information statement; and
- financial statements as presented at the annual meeting of the residents.

An operator must also provide a written contract check to every resident in each calendar year.



## Village-level information

*[the following information applies to the village as a whole and is relevant to all prospective and current residents]*

### 1. Village information

Berwick Retirement Village

21-25 PARKHILL DRIVE BERWICK

Is the village accredited by the Australian Retirement Village Accreditation Scheme?  Yes  
 No

### 2. Proprietor and operator details

Sheldon Arch Pty Ltd (proprietor)

ABN 64 313 740 631

21-23 Parkhill Drive Berwick Victoria 3805

Telephone 03 9822 0422 Email rfsproperties@bigpond.com

MBCM Dandenong (operator)

ABN 27 496 671 443

Unit 21/8 Enterprise Rowville Victoria 3178

Telephone 03 9755 2816 Email info@dandenong.mbcm.com.au

Date current operator commenced in that role 2020

### 3. Operator representative

Name of representative	Peter Scott
Location within village	Offsite
Times present	Business hours
Telephone number	03 9755 2816
Email address	info@dandenong.mbcm.com.au

### 4. Owners corporation

Is any of the common property in the village vested in an owners corporation?  Yes  No

If yes, details are set out below:

Name of owners corporation PS 422573 W

Address for service of owners corporation: Unit 21 / 8 Enterprise Drive, Rowville, 3178

Description of common property: All land other than that contained within each lot as defined on the Plan of Subdivision.

Does the owners corporation have a maintenance plan?  Yes  No *if yes, a copy is available on request*

Does the owners corporation have a maintenance fund?  Yes  No

If yes, the balance at the end of the last financial year was \$43,169.85

### 5. Capital maintenance fund

Does the village have a capital maintenance fund?  Yes  No

Does the village have a capital maintenance plan?  Yes  No *if yes, a copy is available on request*

If yes, the balance as at the end of the last financial year was

**Contracts and tenure**

What contracts does a resident need to enter to reside at the village?

To become a resident of this village, a resident will be required to enter into one or more of the following contracts:

- Residence contract**  
This contract grants a resident the right to occupy a unit within the village.
- Management contract**  
This contract relates to the provision of services by the operator to a resident.
- Combined residence and management contract**  
This is a contact comprising both a residence and a management contract.
- Optional services agreement**  
A contract for additional services a resident may choose to receive (such as meals, cleaning, or personal care to the extent not funded by maintenance charges). This may be incorporated into a residence or management contract (or combined residence and management contract).
- Other** .....  
(for example, a contract for sale of land).

The village offers the following rights to occupy.

<input checked="" type="checkbox"/> <b>Owner Resident</b> An owner resident owns the premises, company shares or units in a trust which forms the basis of their right to occupy.	<input type="checkbox"/> <b>Non-Owner Resident</b> The resident does not own the premises but is granted a right to occupy the premises on the following basis:
<input checked="" type="checkbox"/> <b>Estate in fee simple:</b> A resident purchases a strata titled unit or a freehold lot in the village, becoming the registered proprietor.  <input type="checkbox"/> <b>Company title:</b> A resident purchases shares in a company that owns the village. That shareholding gives the resident the right to occupy a specific unit in the village.  <input type="checkbox"/> <b>Unit trust:</b> A resident purchases units in a unit trust that owns the village. That unitholding gives the resident the right to occupy a specific unit in the village.  <input type="checkbox"/> <b>Other</b> .....	<input type="checkbox"/> <b>Licence</b> – <input type="checkbox"/> term.....or <input type="checkbox"/> periodic tenancy A resident has a licence to occupy a unit. The resident does not own the unit or land, but has a contractual right to reside there.  <input type="checkbox"/> <b>Lease</b> – <input type="checkbox"/> term 99 years or <input type="checkbox"/> periodic tenancy A resident has a leasehold interest, but does not own the unit or the land.  <input type="checkbox"/> <b>Other</b> .....

**6. Village facilities and services**

We provide a range of services and amenities to residents. The list of services and facilities we provide and how they are funded is set out in an attachment to this information statement. The attachment includes details of:

- services and facilities funded by maintenance charges;

- optional services, which are not funded by maintenance charges or rent and can be provided for an additional fee. The attachment must include costs of and restrictions on availability of optional services; and
- any other services or facilities available to residents and how they are funded.

**7. Number and types of residential premises**

The village has the following number and types of accommodation units:

Accommodation type	Owner resident	leasehold	licence	Other
Independent living units	N/A	N/A	N/A	N/A
Serviced apartments	N/A	N/A	N/A	N/A
Villas or townhouses	30	N/A	N/A	N/A

**8. Planning permission for future developments**

Are there any current planning permissions or approvals for future development, expansion or redevelopment of the village?  Yes  No

**9. Security and emergency assistance systems**

The village is equipped with the following security system: INS Smart Link base & pendant

*We are required to have an emergency plan that provides for emergency procedures. A copy of our emergency plan is available on request.*

**10. Insurance arrangements**

The operator holds the following insurance policies in respect of the village. Copies of the certificates of currency are attached to this information statement.

Detail	Public liability	Building (including reinstatement)	Other (specify, and attach additional pages if needed)
<b>Insured – Operator</b>	PS 422573 W	PS 422573 W	
<b>Amount</b>	\$30,000,000	\$14,600,000.00	
<b>Insurer</b>	CHUUA P/L	CHUUA P/L	
<b>Risk exclusions</b>	Nil	Nil	
<b>Period of cover</b>	31/3/2026 – 31/03/2027	31/3/2026 – 31/03/2027	
<b>Premium</b>	\$25,400.83 combined	\$25,400.83 combined	
<b>Excess</b>	\$500.00	\$500.00	

Residents are recommended to arrange the following insurance, including:

- for the contents of the unit that the resident owns against loss, theft, damage or destruction;
- for public liability claims brought as a result of any incident occurring in a resident's unit;
- for workers compensation insurance brought by an employee or contractor engaged by a resident to carry out work or provide services on a resident's unit; and

Residents may be required under their contract to arrange public liability insurance in relation to any motorised mobility aid (mobility scooter or power wheelchair) that the resident uses.

Residents are required to pay the excess on insurance claims made for their unit.

Does the operator have any funds set aside to insure against potential damage to village? (also referred to as self-insurance)  Yes  No

An amount of \$10,000 has been set aside.

**11. Financial management**

Details of the surplus/deficit in the annual accounts for the last 3 financial years is set out below for the Owners Corporation Administration Fund:

Financial year ending	Surplus/deficit (and amount)
2025	\$118,833.61 Surplus
2024	\$104,538.71 Surplus
2023	\$99,990.90 Surplus

**12. Residents committee**

Has a residents committee been established at the village under the *Retirement Villages Act 1986*?

Yes  No

Committee is elected under the Owners Corporations Act 2006

Under the *Retirement Villages Act 1986*, residents of a village may elect to establish a residents committee to represent their interests and participate in village-decision making.

**13. Collocated residential care home**

Is there a residential care home that is collocated with the village?  Yes  No

If there is a collocated residential care home, entry to the residential care home is dependent on a resident being assessed as eligible for entry in accordance with the *Aged Care Act 2024* (Cth). This assessment is conducted independently and eligibility for aged care services is determined according to the criteria set out in the *Aged Care Act 2024* (Cth). The registered provider of the residential care home cannot set places aside for residents of the village.

**14. Lifestyle and village rules**

This section sets out key aspects of daily life in the village, including pets, gardening, and social activities, as influenced by the by-laws of the village. The full by-laws of the village are attached to a resident's contract.

Are residents permitted to keep pets in their premises?  Yes  No

Are residents permitted to undertake gardening in areas adjacent to their premises?  Yes  No

Does the village organise regular social activities and events for residents?  Yes  No

Social activities are arranged by the Committee

**15. Operator and proprietor exemptions**

Is the operator or proprietor exempt from any of the provisions of the *Retirement Villages Act 1986* in relation to this village?  Yes  No

If yes, include details of the provisions in relation to which the operator has been granted an exemption and a brief description of the impact on residents of the exemption: *[insert]*

**16. Additional documents**

The following documents are attached to this information statement:

List of services and facilities provided by the operator at the village (mandatory)

Certificates of currency for the insurances held by the operator in respect of the village (mandatory)

## Guide to retirement village fees

### 17. Entry costs

The costs a resident pays on entry to the village are summarised below.

#### 17.1.1 Waiting list fee

Does the village have a waiting list?  Yes  No

If yes, is there a fee to join the waiting list?  Yes (\$.....)  No  N/A

If a fee is charged, is it refundable if the resident enters the village?  Yes  No

#### 17.1.2 Holding deposit

This is a fee to reserve a unit before a resident enters the village.

Does the village charge a holding deposit?  Yes  No

If yes, how much: \$1000 is held in trust by our Agent.

#### 17.1.3 Entry payment

Is an incoming resident required to pay an entry payment?  Yes  No

The current range of entry payments offered at the village are:

\$390,000 to \$440,000

#### 17.1.4 Other entry fees

Not Applicable

### 18. Ongoing fees, charges, and other costs

#### 18.1.1 Rent

Rent is a regular payment made for the right to occupy a unit in the village. Rent does not include maintenance charges or optional service fees. Rent may be increased periodically.

Do any residents at the village pay rent?  Yes  No

#### Maintenance charges

Do any residents at the village pay a maintenance charge?  Yes  No

Current maintenance and Owners Corporation fees for premises in the village are currently set at \$250.22  weekly  fortnightly  monthly  other .....

#### 18.1.2 Rates, taxes and other outgoings

Are any residents at the village separately liable for any rates, taxes and other outgoings in relation to their premises?  Yes  No If yes, details are below:

#### **Council Rates, Water, Electricity, Internet, Owners Corporation Fees**

#### 18.1.3 Other costs

- Optional services – Charges for optional services are for services that residents may choose to use but are not necessary for the maintenance of the village. Does the village offer any optional services?  Yes  No
- Special levies – The operator will sometimes be required to charge a special levy if there are unexpected expenses such as major repairs. A special levy will only be charged if one has not been charged within the last 12 months.

- Has a special levy been charged within the last 12 months?  Yes  No

## 19. Liabilities and entitlements on exit

### 19.1.1 Deferred management fee

Are any residents in the village charged a deferred management fee?  Yes  
 No

The deferred management fee structure currently offered at the village is calculated as follows:

**3% per year on the purchase price of unit for the term of the residency.**

The above may be individually negotiated by residents.

### 19.1.2 Capital gain (or loss)

Do any residents of the village share in capital gain (or loss)?  Yes  No

75% of the Capital gain is paid at the settlement of the sale of the unit to resident

A resident may choose to negotiate an agreement with the operator that allows for sharing any capital gain from the sale of the premises, in the same proportion as any renovation costs are shared.

### 19.1.3 Exit entitlement

A resident will be entitled to receive an exit entitlement when they permanently leave the village if:

- They are a non-owner resident, or
- They are an owner resident and the operator exercises an option to purchase the retirement village premises from the resident.

The exit entitlement is made up of:

- The repayable portion of an entry payment (non-owner resident) or the sale price of the premises (owner resident),
- Plus any additional payments to the resident, such as capital gain share, and
- Minus any fees or costs payable upon exit, such as a deferred management fee, refurbishment costs (if any).

### 19.1.1 Alternative accommodation or aged care payments

If a resident moves from the village to an aged care or alternative accommodation, they may request that part of their exit entitlement be paid directly to the new accommodation provider in certain circumstances.

**20. Attestation**

Operator attestation	The operator attests that, to the best of the operator's knowledge, the information contained in this information statement is correct at the time it is provided.
<p>Signed by Operator <i>Peter Scott</i> .....</p> <p>Print name            Peter Scott</p> <p>Date                    <i>01/05/2026</i> .....</p>	
Proprietor attestation	The proprietor attests that, to the best of the proprietor's knowledge, the information contained in this information statement is correct at the time it is provided.
<p>Signed by Proprietor... <i>P Strauss</i> .....</p> <p>Print name            P Strauss</p> <p>Date                    <i>01/05/2026</i> .....</p>	

## ADDENDUM

### Personalised financial information

If you have requested personalised financial information, the financial matters that apply to you are set out below. The below financial matters are in relation to premises based on a purchase price of \$400,000 which may vary in accordance with current market values.

#### Your entry costs

Item	Description	Amount
Entry payment		\$400,000
Other entry fees	Parking space	N/A
	Garage	N/A
	Storage unit	N/A
	Furniture	N/A
	Other	\$
\$1000 is held in trust until settlement and subtracted from entry payment once purchase is completed		\$
Pro rata charge of rates may be applicable		\$
<b>Total</b>		\$400,000

#### Your ongoing costs

Item	Description	Amount	Frequency (fortnightly, monthly etc.)
Maintenance charges (current year)		\$30.00	monthly
Council Rates		To be confirmed	annually
Owners corporation levies		\$210.40	monthly
Electricity & Water charges		To be confirmed	quarterly
Extra charges may apply for meals and entertainment		N/A	
<b>Total</b>		\$241.40	

Are you required to pay a deferred management fee when you permanently leave the village?

Yes  No

The deferred management fee must be calculated as a percentage of your entry payment and by reference to the length of time you live in the village.

<b>Deferred management structure</b>			
<b>Time</b>	<b>Percentage</b>		
Years 1 to exit (inclusive)	3% per year		
<b>Example deferred management fee payable if you leave in the time periods set out below based on a selling price of \$400,000.00</b>			
<b>1 year of occupancy</b>	<b>2 years of occupancy</b>	<b>5 years of occupancy</b>	<b>10 years of occupancy</b>
\$12,000.00	\$24,000.00	\$60,000.00	\$120,000.00

Are there any other fees payable on exit?  Yes  No

If yes, set out details below:

Capital Refurbishment Fee for major works within the village charged at 5% after year five (5) of occupancy.

Sales commission 2% of sale price.

Advertising costs \$3,000.00 – advertising in various media (details upon request) at time of this publication

Legal costs \$1,000.00 at time of this publication

**Your exit entitlement**

Are you entitled to a % of any <i>capital gain</i> ?	Yes: ( <u>75</u> %)	
Are you responsible for a % of any <i>capital loss</i> ?	Yes: ( <u>0</u> %)	<b>No</b>

**Estimated exit entitlement**

The table below provides an estimate of the amount payable if a resident permanently leaves the village after 1, 2, 5, or 10 years of residence. Structure set out in this document based on selling price of \$400,000

No capital gain or loss is assumed and no refurbishment costs or sales commission for the purpose of the below calculation.

<b>1 year of occupancy</b>	<b>2 years of occupancy</b>	<b>5 years of occupancy</b>	<b>10 years of occupancy</b>
\$384,000.00	\$372,000.00	\$316,000.00	\$256,000.00