

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Comet Breeze Holdings Pty Ltd ACN 603 148 125
----------------	---

Property:	30/23 Atlantic Drive PAKENHAM VIC 3810
------------------	--

VENDORS REPRESENTATIVE

Cardinia Conveyancing

PO Box 987
BERWICK VIC 3806

Tel: 03 9769 8995

Fax: 03 9769 8993

Email: contactus@cardiniaconveyancing.com.au

Ref: 22/5469

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows-

Their total does not exceed \$3,500.00

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not applicable.

32C LAND USE

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. 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 against the Certificate of Title.

(b) **BUSHFIRE**

This land is in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) **ROAD ACCESS**

There is access to the Property by Road.

SECTION 32 STATEMENT
30/23 ATLANTIC DRIVE PAKENHAM VIC 3810

(d) PLANNING

Planning Scheme: Cardinia Shire Planning Scheme
Responsible Authority: Cardinia Shire Council
Zoning: General Residential Zone
Planning Overlay/s: Development Contributions Plan Overlay, Development Plan Overlay
All or part of this property is an 'area of cultural heritage sensitivity'

32D NOTICES

Save and except as attached, the Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

SECTION 32 STATEMENT
30/23 ATLANTIC DRIVE PAKENHAM VIC 3810

32I TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence** Checklist

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Leonard George James Linham and Miranda Jane Linham
Directors
Comet Breeze Holdings Pty Ltd ACN 603 148 125

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

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.

Valuation, rates and charges notice

For period 1 July 2021 to 30 June 2022



ABN 32 210 906 807



Comet Breeze Holdings Pty Ltd
4 Lady Lindsay Cove
YANCHEP, WA 6035



000
2204436
RE 621

Description and location of property:

U 30/23 Atlantic Dr
Pakenham 3810
L46 PS649475 V11438 F261

How your 2021-22 rates were calculated

Capital Improved Value (CIV)	\$440,000
x rate in dollar	x \$0.002893
= Council charges	= \$1,272.92
+ Fire Services Property Levy	+ \$139.96
+ waste charges	+ \$307.25
- or + credit or arrears	- \$4.95
- Concession/Rebate	
= Annual total	\$1,715.18

For more information on these changes, see the back page of this notice.

Instalment 1	\$425.05
Due date	30/09/2021
Date of issue	06/08/2021
Property number	5000016115

Instalment 2 Due 30 November 2021	\$430.00
Instalment 3 Due 28 Feb 2022	\$430.00
Instalment 4 Due 31 May 2022	\$430.13

Annual total If you prefer, you can pay this amount by 30 September 2021.	\$1,715.18
--	------------

If you are experiencing financial hardship, please visit www.cardinia.vic.gov.au/rates or call us on 1300 787 624 to discuss your options.

Payment options

Set up regular payments to suit your budget at cardinia.vic.gov.au/rates

Biller code: 858944
Ref: 50000161153

BPAY @ this payment via internet or phone banking
BPAY View @ - www.bpay.com.au and pay this bill via internet banking
BPAY View registration number: 50000161153

Billpay Code: 0860
Ref: 5000 0101 1500 003

Call 131 616, go to postbillpay.com.au or visit an Australia Post store



Set up regular Centrepay deductions from your Centrelink payments at www.servicesaustralia.gov.au/centrepay ORN: 555 012 959V



Pay in person at our Customer Service Centre
20 Siding Avenue, Officer. (Open Monday to Friday, 8.30am-5pm).

To have your notices emailed
Register at cardinia.enotices.com.au
Reference No: 6617734A5Z

POST billpay



Instalment *000 500001611500003

For more information



1300 787 624



www.cardinia.vic.gov.au/rates



Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 650 658
Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 612
Interpreter service:
For all languages 0200 0130
TTY users: 133 677 (ask for 131 851)



436677-001 007969161713 R H3
COMET BREEZE HOLDINGS PTY LTD
4 LADY LINDSAY COVE
YANCHEP WA 6035



Account number:	27760875
Date due:	30 December 2021
Current charges	Total due
+\$140.75	\$140.75

Last bill	Payments received	Balance
\$140.75	-\$140.75cr	\$0.00

Your account breakdown

Issue date	13 December 2021
Property	Unit 30/23 Atlantic Drive PAKENHAM VIC 3810
Property reference	62A/19299/00142
Last bill	\$140.75
Payment received	\$140.75cr
Balance brought forward	\$0.00
Our charges (no GST)	\$114.40
Other authorities' charges (no GST)	\$26.39
Total due	\$140.75

Your snapshot

Average daily cost	\$1.25
--------------------	--------

Payment options



Direct Debit
Set up payments at mysoutheastwater.com.au



EFT (Electronic Funds Transfer)
BSB: 033-074 Account number: 27760875
Account name: South East Water Corporation



iB PAY[®] (Up to \$20,000)
Bills code: 24208 Ref: 1002 7760 8700 000



Postbillpay
Billpay Code: 0361 Ref: 1002 7760 8700 000
Call 131 816 Visit: postbillpay.com.au
Or visit any Australia Post store



Credit Card
Pay by Visa or MasterCard at southeastwater.com.au
or call 1300 650 658



Centrepay
Arrange regular deductions from your Centrelink payments
visit humanservices.gov.au/centrepay CRN: 555 050 3971

Property ref: 62A/19299/00142
UNIT 30/23 ATLANTIC DRIVE
PAKENHAM VIC 3810



*361 1002 7760 8700 000

Total due:	\$140.75
Account number:	27760875
Date paid:	
Receipt number:	

+00000027760875> +009124+ <00000000000> <0000014075> +444+

Owners Corporation Certificate
Section 151 Owners Corporation Act 2006 and Reg 11 Owners
Corporation Regulations 2018
Subdivision Act 1988

Owners Corporation No. 649475

Address: Atlantic Drive

PAKENHAM VIC 3810

Vendor: Comet Breeze Holdings

Reference: Cardinia Conveyancing

Purchaser: Unknown

This certificate is issued for Lot 46 on Plan No. 649475

The postal address of which is PO Box 379, BERWICK VIC 3806

IMPORTANT: The information provided on this certificate is as of 10th March 2022.

- The present fees for the above Lot are **\$615.60** per annum, (OC Year 01/07/21 to 30/06/22) paid Quarterly.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Amount
01/01/22	\$225.12
01/04/22	\$225.12
01/02/22	\$82.68
01/04/22	\$82.68
Total	\$615.60

- The fees are paid up until 31/03/22. If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM.

- The total of any Unpaid fees now total \$15.00 (interest \$0.00).

The total of any Unpaid Special Levy fees total \$0.00 (interest \$0.00).

- The following special fees or levies have been struck and are payable on the dates indicated below.

Due Date	Amount	Details	Due Amount

- Repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are:

None known as at this date

- The Owners Corporation presently has the following insurance cover

Name of Insurer:	Axis Underwriting Services Pty Ltd
Policy No:	P-000738
Renewal Date:	07/06/2022
Type of Policy	Sum Insured
Building	\$34,710,000.00
Common Contents	\$347,100.00

Fidelity Guarantee	\$100,000.00
Loss of Rent/ Temp Accom.	\$5,206,500.00
Office Bearers	\$5,000,000.00
Public Liability	\$30,000,000.00

7. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.

8. The total funds held by the owners corporation as at 10th March 2022 are:

Admin fund: \$13,652.21

Townhouse Gardens \$6,034.91

Total Funds held \$19,402.12

9. The Owners Corporation liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above.

None known as at this date

10. The Owners Corporation granted contracts, leases, licenses or agreements affecting the common property as follows:

None known as at this date

11. The Owners Corporation agreement to provide services to members and occupiers for a fee as follows:

None known as at this date

12. Notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?

None known as at this date

13. The Owners Corporation is party to proceedings and aware of notices or orders which may give rise to proceedings as follows:

None known as at this date

14. The Owners Corporation has resolved to appoint a manager.

15. No proposal has been made for the appointment of an administrator

16. Any other Information: None known as at this date

The information provided on this certificate is as of 10th March 2022.

Signed and seal affixed on behalf the Owners Corporation




for Strata Management Victoria

A division of Dandenong Region Body Corporate Services (Aust) Pty. Ltd. BLA No 000037

PO Box 379, BERWICK VIC 3806 (Phone: 9707 5330 Fax: 9796 1494)

In capacity as Owners Corporation Manager in accordance with section 20(1) and Section 21(2A) of the Owners Corporations Act 2006

The following documents are attached:

- a. Copy of Minutes of the last AGM
- b. Copy of any Consolidated Rules
- c. Form 2 - *Statement of Advice and information for Prospective Purchasers and Lot Owners.*

Further information on prescribed matters can be viewed via the Owners Corporation Register by appointment at the office of Strata Management Victoria between the hours of 9.00 am to 4.00 pm

*The information provided within this certificate is correct to the best of our knowledge as at the date of issue
The information herein is subject to change without notice*

A verbal update may be provided on request within 30 days of issue (thereafter a new certificate must be sought in the prescribed manner)

NOTE; REGULATION 134 OF THE OWNERS CORPORATIONS ACT 2006 REQUIRES THAT AN OWNER AND SELLER IS REQUIRED TO ADVISE THE OWNERS CORPORATION OF THE NEW OWNERS NAME AND ADDRESS WITHIN ONE MONTH OF COMPLETION OF CONTRACT

Pexa Payment Details - BPAY

Billers Code - 96503 DEFT Reference Number - 247516651 00496

Schedule 3 — Statement of advice and information for prospective purchasers and lot owners

Regulation 17

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 Use 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

Schedule 2 — Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.

- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
- (8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

OWNERS CORPORATION RULES
Owners Corporation 1, PS649475F, Bonneville Pde, Pakenham VIC 3810

1. Definitions

In these rules:

- (a) "Building" means the building constructed on the Land;
- (b) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (c) "Manager" means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (d) "Model Rules" means the Model Rules for an Owners Corporation pursuant to regulation 8 of the Owners Corporation Regulations 2007
- (e) "Occupier" means any person in occupation or possession of a lot or having a right to occupy or possess a lot but does not include a Registered Proprietor;
- (f) "Plan" means Plan of Subdivision No. **PS649475F**;
- (g) "Proprietor" means the registered proprietor of a lot;
- (h) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;
- (i) Unless the context otherwise requires –
 - (i) headings are for convenience only,
 - (ii) words importing a gender include any gender,
 - (iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency,
 - (iv) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
 - (v) a reference to any statute, regulation proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issues under that statute,
 - (vi) a reference to a Owners Corporation includes any elected committee of the Owners Corporation,
 - (vii) a reference to a thing includes part of that thing, and
 - (viii) as the context permits, the singular includes the plural and vice-versa;
- (j) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. Support and Provision of Services

Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Proprietor or Occupier of a lot must not:

do anything or permit anything to be done on or in relation to that lot or the common property so that:

- a. any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
- b. the structural and functional integrity of any part of the common property is impaired; or
- c. the passage or provision of services through the lot or the common property is interfered with.

3. Behaviour by Proprietors and Occupiers

A Proprietor or Occupier of a lot must not:

- a. Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- b. Make or permit to be made any undue noise in or about the common property or any lot affected by the Owners Corporation;
- c. Make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of 9.00pm and 8:00am;
- d. Create any noise or behave in a manner likely to interfere with peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
- e. Obstruct the lawful use of common property by any person.
- f. Without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.
- g. A Proprietor or Occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or Occupier of another lot or to any person lawfully using common property.
- h. A Proprietor or Occupier of a lot must not smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the Owners Corporation or its Manager may designate from time to time.
- i. A Proprietor or Occupier of a lot must not permit any child under the control of that Proprietor or Occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- j. A Proprietor or Occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

4. Cleaning of a Lot

A Proprietor or Occupier of a lot must keep that lot clean and in good repair.

5. Damage to Common Property

A Proprietor or Occupier of a lot shall not mark, paint or otherwise damage or deface any structure that forms part of the common property.

6. Moving of Certain Articles

A proprietor or occupier of a lot must not move any article of furniture or any other article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Owners Corporation or its Manager in sufficient time to enable a representative of the Manager or Owners Corporation to be present.

Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager or Owners Corporation and the proprietor or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the lot will be liable for any damage caused to the common property arising from the movement of the article.

Without limiting the generality of the foregoing rules, a proprietor or occupier of a lot may only move articles likely to cause damage as in accordance with & as permitted by the Owners Corporation or its Manager from time to time;

A Proprietor or Occupier of a lot shall pay the fee set by the Owners Corporation from time to time, for the attendance of the Building Manager, Manager or other personnel on behalf of the Owners Corporation.

A proprietor or occupier of a lot must not;

- a. permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Owners Corporation or Manager;
- b. permit any vehicles to restrict access to the car park;
- c. permit any carriers to enter the Building other than a designated area permitted by the Owners Corporation or its Manager from time to time;
- d. conduct operations so as to unduly restrict access of other Proprietors or Occupiers of a lot to the building;
- e. place any furniture or items in a lift other than that specified by the Owners Corporations or its Manager from time to time, and in any event, not until protective covers have been placed in the lift by the Manager;
- f. permit any furniture or other items to come into contact in any way with the lift doors, including static contact or leaning or stacking against the door;
- g. damage the common property

Proprietors or Occupiers moving in or out of the Building will be liable to the Owners Corporation for any damage caused to the Building in doing so. If any amount to be paid by a Occupier of the lot moving in or out is not paid within 14 days of the date of moving (and that Occupier of the lot is not the owner of the lot), then the Owners Corporations may recover the amount owed from the owner of the lot.

7. Interference with Common Property

A Proprietor or Occupier of a lot must not, without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

A Proprietor or Occupier of a lot must not, without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the common property.

A Proprietor or Occupier of a lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that lot without the prior written consent of the Owners Corporation.

A Proprietor or Occupier of a lot must not install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation.

A Proprietor or Occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the Owners Corporation.

A Proprietor or Occupier of a lot must not enter any plant room without the consent of the Owners Corporation.

8. Security of Common Property

A Proprietor or Occupier of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

9. Notification of Defects

A Proprietor or Occupier of a lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

10. Compensation to Owners Corporation

The Proprietor or Occupier of a lot shall compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective tenants, licensees or invitees.

11. Restricted Use of Common Property for Fire Control

The Owners Corporation may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the Owners Corporation from fire or other hazards and without limitation may:-

- a. close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or Occupiers of any part of the common property;
- b. permit, to the exclusion of Proprietors and Occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
- c. restrict by means of key or other security device the access of the Proprietors or Occupiers of one level of the lots to any other level of the lots;

A Proprietor and Occupier of a lot must abide by any actions taken by the Owners Corporation in accordance with this rule 11(a)

12. Security Keys

The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Proprietor.

A Proprietor of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or license of a lot to the Occupier to ensure the return of the Security Key to the Proprietor or the Owners Corporation.

A Proprietor or Occupier of a lot in possession of a Security Key must not without written consent from the Owners Corporation duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Proprietor or Occupier and is not dispose of otherwise than by returning it to the Proprietor or the Owners Corporation.

A Proprietor or Occupier of a lot must promptly notify the Owners Corporation if a Security Key issued to it is lost or destroyed.

A Proprietor of a lot must keep the Building Manager or Manager informed at all times of the names and addresses and telephone numbers of all persons in possession of a Security Key so that the Building Manager or Manager may maintain a register of Security Key holders which is up to date at all times.

13. Garbage

A Proprietor or Occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

A Proprietor or Occupier of a lot must dispose of garbage in the manner specified by the Owners Corporation or its Manager from time to time but otherwise:

- a. glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
- b. recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;
- c. all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property, and;
- d. all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

14. Consent of Owners Corporation

A consent given by the Owners Corporation under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that a Proprietor or Occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

15. Complaints and Applications

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

16. Vehicles on Common Property

A Proprietor or Occupier of a lot must not park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot, or in any place other than in a parking area specified by the Owners Corporation for such purpose by the Owners Corporation.

A Proprietor or Occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motorcycle onto common property and must reimburse the Owners Corporation for the cost of

cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.

A Proprietor or Occupier of a lot must not store any items in their car park other than a vehicle, motorcycle or trailer, unless approved by the Owners Corporation.

A Proprietor or Occupier of a lot must not permit the use of those spaces allocated for visitors parking for more than 48 hours without special permission from the Owners Corporation or the Manager.

17. Insurance Premiums

A Proprietor or Occupier of a lot 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.

18. Storage of Bicycles

A proprietor or occupier of a lot must not:

permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks from time to time;

permit any bicycle to be brought into a lot or the foyer, stairwells hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or its Manager from time to time.

19. Fire Control

A Proprietor or Occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

A Proprietor or Occupier of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the lot.

A Proprietor or Occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

A Proprietor of a lot must comply with all fire safety requirements applicable to occupiers of the Building and the directions of all persons authorised to carry out the required procedures including allowing access to the lot for inspection and maintenance of Range Hood Exhaust Systems, smoke detectors and sprinkler systems, and other compliance issues.

20. Signs, Blinds & Awnings

A Proprietor or Occupier of a lot must not without the prior written consent of the Owners Corporation erect or affix any sign or notice to any part of the common property or within the lots, so as to be visible from outside the lots unless approved by the Owners Corporation.

A proprietor or occupier of a lot must not install or permit the installation of any window coverings other than "white" backed blinds or venetians i.e. white can only be seen from the exterior of the building, or such other window coverings permitted by the Owners Corporation from time to time. Blinds should not be attached to the window framing under any circumstances.

A Proprietor or Occupier of a lot must not install or permit the installation of any external blind or awnings to the lot without the written consent of the Owners Corporation.

21. Appearance of a Lot

1. Without limiting any other of these rules, proprietor or occupier of a lot must not, without prior written consent of the Owners Corporation;
 - a. maintains inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building.
 - b. install bars, screens or grilles other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the Owners Corporation;
 - c. operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;
 - d. without the prior written consent of the Owners Corporation attach to or hang from the exterior of the lot any aerial or any security device or wires;
 - e. install or operate any intruder alarm which emits any audible signal;
 - f. place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property;
 - g. allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change; and
 - h. install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.
 - i. install any air conditioning unit in a lot other than in a place nominated by the Owners Corporation.
 - j. install any pipes, wiring, cables or the like to the external face of the Building.
2. Without limiting any other of these rules, proprietor or occupier of a lot must;
 - a. keep the external facade of the lot (including the surface of all walls, floors and ceilings which abut common property) in a good and proper condition and in accordance with all requirements of the owners corporation;
 - b. not do or permit anything to be done which would result in the external facade of the lot (including the surface of all walls, floors and ceilings of facades which abut common property) not being in a good and proper condition and in accordance with all requirements of the owners corporation;
 - c. not fix, or place any thing upon the external facade of the lot (including the surface of all walls, floors and ceilings which abut common property) or allow any such thing to remain therein save as permitted from time to time by the owners corporation in writing.
3. Each Proprietor of a lot hereby irrevocably authorises the owners corporation, its servants agents and contractors, to undertake at the Proprietor's expense all works reasonably necessary to bring the external facade of that lot (lot (including the surface of all walls, floors and ceilings which abut common property) in a good and proper condition and in accordance with all requirements of the owners corporation.

22. Painting, Finishing, Etc

A Proprietor or Occupier of a lot must not paint, finish or otherwise alter the external facade of the lot, building or any improvement forming part of the common property.

23. Clothes Drying and Appearance of a Lot

A proprietor or occupier of a lot must not place any washing, towel or other article so as to be visible from the common property or outside the Building without the written consent of the Owners Corporation.

24. Compliance with Rules by Invitees

A Proprietor or Occupier of a lot must take all reasonable steps to ensure that invitees of the Proprietor or Occupier comply with these rules and in default take all reasonable steps to ensure that

their invitees leave the Building.

A Proprietor 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 lessee or licensee of the lot any invitees of the lessee or licensee comply with these rules.

25. Compliance with Laws

A Proprietor 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, with limitation, or any requirements, notices and orders of any governmental authority.

A Proprietor or Occupier of a lot must not use or permit a lot affected by the Owners Corporation to be used for any purpose that may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or Occupier of any lot or the families or visitors of any such member or Occupier;

A Proprietor or Occupier of a lot must grant to the Owners Corporation its servants and agents upon the member being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and the external façade of the Common Property.

26. Interference with Exclusive and Special Rights

A Proprietor or Occupier of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.

A Proprietor or Occupier of a lot must not interfere with or obstruct the Building Manager or Manager from performing its duties under any Agreement entered into from time to time.

27. Building Works

A Proprietor or Occupier of a lot must not undertake any building works within or about or relating to an Owners Corporation member's lot except in accordance with the following requirements:

- a. Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof;
- b. The Proprietor or Occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other Proprietors and Occupiers;

The Proprietor or Occupier of a lot must not proceed with any such works until the Proprietor or Occupier:

- a. Submits to the Owners Corporation plans and specifications of any works proposed by the Proprietor or Occupier which affect the external appearance of the Building or any of the common property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
- b. Supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building and do not endanger the Building and are compatible with the overall services to the Building and the individual floors;

- c. Receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building surveyor engaged by the Owners Corporation to consider such plans and specifications) by the Proprietor or Occupier and such approval shall not be effective until such costs have been paid; and
- d. Pays such reasonable costs to the Owners Corporation;

The Proprietor or Occupier of a lot must ensure that the Proprietor or Occupier and the Proprietor or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building material or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;

Without limiting the generality of sub-paragraph (d) the Proprietor or Occupier of a lot must ensure that the Proprietor or Occupier and the Proprietor or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

- a. building materials must not be stacked or stored in the front side or rear of the Building;
- b. scaffolding must not be erected on the common property or the exterior of the Building;
- c. construction work must comply with all laws of the relevant Government Agencies;
- d. the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state.
- e. construction vehicles and construction worker's vehicles must not be brought into or parked in the common property.

Before any of the Proprietor or Occupier's works commence the Proprietor or the Occupier must:

- a. cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
- b. deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;

Access shall not be available to other lots on the Plan or common property on the Plan for the installation and maintenance of services and associated building works without the consent or license of the owner of the relevant lot or the Owners Corporation in the case of common property;

The Proprietor or Occupier of a lot shall immediately make good all damage to and dirtying of the Building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the Proprietor or Occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Proprietor or Occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Proprietor or Occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying;

The Proprietor or Occupier of a lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the Owners Corporation's election) to reimburse to the Owners Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage.

28. Conduct of Meeting

The conduct of meetings of the Owners Corporation shall otherwise be regulated in accordance with the relevant legislation.

29. Selling and Leasing

A Proprietor or Occupier of a lot must not allow the erection of any for sale or for lease boards on the lot or common property without the written consent of the Owners Corporation.

30. Use of Appurtenances

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposit therein. Any costs or expenses resulting from any damage or blockage shall be borne by the Proprietor or Occupier causing the damage or blockage.

31. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any lot, the Proprietor of such lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto the Owners Corporation and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

32. Access to Lots

Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the lot owner in cases where such leakage or defect is due to any act or default of the said lot owner or his or her invitees). The committee of the Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Proprietor or Occupier as is reasonable in the circumstances.

33. Recovery of Owners Corporation Contribution Fees/Legal/Costs

The Proprietor, member or occupier of a lot shall pay on demand by the Owners Corporation;

- a. all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of Owners Corporation contribution fees.
- b. all costs associated with repairs, maintenance, leak investigations or other works or services performed for the benefit of or relevant to a lot, which are incurred by the Owners Corporation. The costs charges and expenses shall be due and payable as a debt due by the lot owner in default or breach to the Owners Corporation.
- c. Pay all costs incurred by the Owners Corporation as a result of charges arising from a breach or obligation by a lot owner, or an occupier of a lot (such as though not limited to; false fire alarms, fire brigade charges, authority charges), shall be payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by lot owner in default or breach to the Owners Corporation.
- d. The Manager and Owners Corporation shall take all steps necessary for the recovery of outstanding fees, levies and other charges due by any member to the Owners Corporation including commencing proceedings in VCAT, the Magistrates Court and for bankruptcy or the

winding up of a company in the Federal or relevant Court. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken.

34. Penalty Interest

The Owners Corporation will charge penalty interest at the rate for the time being fixed under Section 2 of the Penalty Interest rates Act 1983.

The Manager and Owners Corporation shall take all steps necessary for the recovery of outstanding fees, levies and other charges due by any member to the Owners Corporation including commencing proceedings in VCAT or of relevant jurisdiction. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken.

35. Recreational & Other Facilities

A Proprietor of a lot must observe the rules in relation to the use of the recreational facilities as determined by the Owners Corporation from time to time, and ensure that any invitees of the Proprietor do not use the area except in accordance rules as permitted by the Owners Corporation from time to time.

36. Pets and Animals

- a. A proprietor and an occupier of a lot, is not permitted to bring or keep any pets or animals on the lot or common property, without the written consent of the Owners Corporation.
- b. An occupier of a lot must not keep any animal on common property after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance.
- c. An occupier of a lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.
- d. An occupier of a lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.
- e. An occupier of a lot must ensure that no animals are allowed in the garden or recreational areas; and must ensure that animals enter and leave the property through the carpark entrance or fire stairs and not through the main entrance lobby unless carried.

37. Storage of Flammable Goods

A Proprietor or Occupier of a lot must not:

- a. except with the written consent of the Owners Corporation, use or store on the lot or the common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- b. do or permit anything which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

38. Storage Lots

The proprietor and occupier of a lot must: -

- a. ensure that no flammable or corrosive liquids are stored in the storage Lots;
- b. ensure that the storage Lots are properly maintained and locked at all times;
- c. refrain from using the storage Lots in a manner which may cause nuisance, damage or hazard to the adjoining Lots and or Common Property.

If the proprietor or occupier wants to install a storage cage, they must;

- a. obtain a written consent from the Manager or Owners Corporation; and
- b. If consent is granted, the proprietor or occupier of a lot must construct the storage cage in accordance with the instructions of the Manager or Owners Corporation.

39. Mail, Newspaper Deliveries & Letter Boxes

The proprietor or occupier of a lot must not adhere any "NO JUNK MAIL" signs or words to that effect unless it is in a form approved by the Owners Corporation.

The proprietor 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 receptacle 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 twenty four (48) hours, notwithstanding that this requirement may be waived entirely by the Owners Corporation provided that any such waiver is obtained from the Manager in writing not less than seven (7) days prior to the date or dates for which the waiver is required.

A proprietor or occupier of a lot must not have any newspaper delivered or arrange for delivery of any newspaper, unless such delivery is approved and agreed to by the Manager, in a designated area.

A proprietor or occupier of a lot in breach of this rule is responsible for all costs incurred by the Owners Corporation as a result of the breach.

40. Dispute resolution

The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owner's corporation.

The party making the complaint must prepare a written statement in the approved form.

If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

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.

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.

A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.

MINUTES OF ANNUAL GENERAL MEETING

For Atlantic Drive PAKENHAM VIC 3810, Plan No. PS649475F

Location of meeting: Zoom Meeting - Invite sent seperately

Date and time of meeting: Wednesday, 21st July 2021 11:00 AM

Meeting chaired by: Tania Krecul (Strata Plan)

Meeting start time: 11:08 AM **Meeting finish time:** 11:58 AM

Attendance

The following owners were represented at the meeting:

Unit: 12 Lot: 6 Owner: Deon Marius & Melanie Nel

Unit: 17 Lot: 15 Owner: Jessica Lay

Unit: 69 Lot: 39 Owner: Andrew John & Simone Hale

Unit: 37 Lot: 73 Owner: Jude Russel Ponniah

Unit: 3 Lot: 82 Owner: Gregory Ross & Christine Ann Daniels

The following owners were present by proxy:

Unit: 27 Lot: 19 Owner: Peter Desmond & Cheryl Ann Hibbs Proxy: Greg Daniels

Unit: 9 Lot: 67 Owner: Kerryng Angela Lang & Benjamin Peter Hall Proxy: Greg Daniels

Present By Invitation:

Tania Krecul (Strata Plan)

Ruby Middleton (Strata Plan)

Quorum

With an attendance of 8.9% based on members in attendance, a quorum was not achieved, interim decisions apply;

Interim resolutions become resolutions of the owners corporation— (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Motions

1	Election of Chairperson of the Meeting	Without dissent resolution
Moved by:	Gregory Daniels	Seconded by: Jessica Lay
Yes votes:	7	No votes: 0
		Abstain: 0
		Carried
It was resolved for Tania Krecul to facilitate the meeting on the Chairpersons behalf.		
Post meeting note:		
2	Adoption of Previous Minutes	Ordinary resolution
Moved by:	Gregory Daniels	Seconded by: Jessica Lay
Yes votes:	7	No votes: 0
		Abstain: 0
		Carried
It was resolved that the minutes of the last annual general meeting of the Owners Corporation, held on 30 th July 2020, would not be accepted as a true record of the Owners Corporation.		
Post meeting note:		

3	Financial Statements	Ordinary resolution
---	----------------------	---------------------

Moved by: Gregory Daniels

Seconded by: Jessica Lay

Yes votes:	7	No votes:	0	Abstain:	0	Carried
------------	---	-----------	---	----------	---	---------

It was resolved that the financial statements be approved as true records of the Owners Corporation.
Cash at bank balance \$18,258.78 Net Assets \$20,408.89 as of 30th June 2021.

Levies in Arrears- Case #296050

Summary of Matter: The meeting noted a discussion regarding ongoing issues with two lots being in arrears for their levy payments.

Resolution: It was resolved for the Owners Corporation Manager to follow up internally with the Debt Recovery Team and provide an update to the Committee on these arrears' cases.

Actioned by: Strata Plan

Post meeting note:

4	Cost and Debt Recovery	Ordinary resolution
---	------------------------	---------------------

Moved by: Gregory Daniels

Seconded by: Jessica Lay

Yes votes:	7	No votes:	0	Abstain:	0	Carried
------------	---	-----------	---	----------	---	---------

Carried

It was resolved that the Owners Corporation is to take all steps necessary for recovery of outstanding fees levies and charges due by any member to the Owners Corporation including commencing proceedings in VCAT. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken.

Post meeting note:

7	Report Manager	Without dissent resolution
----------	-----------------------	-----------------------------------

Proposed by: Strata Plan

Yes votes: 7 **No votes:** 0 **Abstain:** 0 **Carried**

The Owners Corporation Manager's report is circulated with the notice of meeting and Strata Plan confirms that it holds professional indemnity insurance.

Post meeting note:

8	Report <Chairperson / Committee>	Without dissent resolution
----------	---	-----------------------------------

Moved by: Gregory Daniels

Seconded by: Jessica Lay

Yes votes: 7 **No votes:** 0 **Abstain:** 0 **Carried**

The Chairperson / Committee noted that they have acted honestly, in good faith and exercised due care and diligence on behalf of all Owners in addressing matters of the Owners Corporation over the past year.

The Chairperson did not provide a report.

Post meeting note:

9	Report Grievances	Without dissent resolution
----------	--------------------------	-----------------------------------

Moved by: Gregory Daniels

Seconded by: Jessica Lay

Yes votes: 7 **No votes:** 0 **Abstain:** 0 **Carried**

The Grievance report was tabled to the meeting.

No grievances were lodged through the Owners Corporation for the previous year.

Post meeting note:

10	Insurance	Ordinary resolution
-----------	------------------	----------------------------

Moved by: Gregory Daniels

Seconded by: Jessica Lay

Yes votes: 7 **No votes:** 0 **Abstain:** 0 **Carried**

It was noted that Strata Plan will arrange quotes for consideration of the Chairperson &/or Committee. It was resolved, where there is no Chairperson or Committee, the manager is delegated powers to arrange cover with the incumbent insurer or as recommended by the insurer &/or broker. It was resolved that the lot serving to benefit from a claim against the Owners Corporation is insurance policy, shall be liable for any applicable excess.

WHEREAS; In accordance with the provisions of legislation, authorised licensees & insurers may share the fee they receive from the underwriter with Strata Plan.

Post meeting note:

Ordinary resolution

Seconded by: Jessica Lay

Yes votes: 7 No votes: 0 Abstain: 0 Carried

The meeting noted that the last valuation for the property was completed in 2018. It was resolved that the obtaining of a sworn insurance replacement valuation be considered at the next annual general meeting.

Post meeting note:

Ordinary resolution

Seconded by: Jessica Lay

Yes votes: 7 No votes: 0 Abstain: 0 Carried

The Owners Corporation has reviewed the safety of the workplace and agrees that there are not any hazards to its knowledge. It was resolved that an Occupational Health & Safety report be considered at the next annual general meeting. It was further resolved that the Owners Corporation shall continue to monitor the safety of the common areas and take all necessary action to maintain a safe environment.

Post meeting note:

Ordinary resolution

Seconded by: Jessica Lay

Yes votes: 7 No votes: 0 Abstain: 0 Carried

Summary of Matter: The meeting noted a discussion regarding works the Committee is wanting to have completed, involving widening the concrete arc in the basement to allow larger vehicles better access and more room when entering the property. It was further noted that a quote from R&C Asphalt Paving has been received to complete these works for \$5,240 plus GST.

Actioned by: Strata Plan/ Chairperson

Post meeting note:

Ordinary resolution

Seconded by: Jessica Lay

Yes votes: 7 No votes: 0 Abstain: 0 Carried

It was resolved that the Owners Corporations annual budget be set at & levy at \$70,200, effective from 1st July 2021, and shall continue until the next annual general meeting.

Note: The above-mentioned budget is GST exclusive for Owners Corporations that are registered for GST. The fees will be levied based on lot liability as per the Plan of Subdivision registered with Land Victoria.

WHEREAS; Levies already issued for this fiscal year are based on the previously approved budget. Any amendments to the budget, will be distributed pro rata over the remaining quarter(s) of this fiscal year.

WHEREAS; any levies already issued for the year to date based on the previous budget and amendments to that budget are approved, then the difference shall be distributed pro rata over the remaining term(s) of this financial year.

WHEREAS; the annual budget fees are payable quarterly in advance due by 1st January, April, July & October.

Post meeting note:

15	Election of Committee & Chairperson	Ordinary resolution
-----------	--	----------------------------

Moved by: Gregory Daniels

Seconded by: Jessica Lay

Yes votes: 7

No votes: 0

Abstain: 0

Carried

It was resolved that Greg Daniels (Lot 82) be elected as Chairperson.

It was resolved the following Members be elected to the Committee and grievance Committee;

Chairperson

Greg Daniels (Lot 82)

Members

Deon Nel (Lot 6)

Jessica Lay (Lot 15)

Jude Ponniah (Lot 73)

Simone Hale (Lot 39)

It was further resolved that, Pursuant to Section 101 of the OC Act, all powers of the Owners Corporation are delegated to the Committee other than powers and functions that require a unanimous resolution, a special resolution, or a resolution at a general meeting of the Owners Corporation.

WHEREAS; the Committee requires a majority of its Members consent to a proxy of a Member, to vote at any Committee meetings.

It was resolved, that where there is no functioning Committee and Pursuant to Section 101 of the OC Act, all powers of the Owners Corporation are delegated to;

a) the Chairperson; or

b) the Strata Manager, where there is no Chairperson

Important information for the Chairperson and Committee Members:

It was resolved that the Committee & Chairperson may communicate and resolve decisions by electronic methods such as email and that the Committee Members email addresses can be shared and viewed among the Committee. Your role is to act in good faith, make decisions on behalf of all Owners, manage the operations of the Owners Corporation, and instruct the Manager or relevant parties accordingly. All instructions to the Manager should be via your Chairperson after deliberation by all Committee Members. The Manager will only take instructions from one person. The Committee requires a majority of its Members' consent to a proxy of a Member, to vote at any Committee meetings. Any Committee Member, who is in arrears, is temporarily suspended from their role until all arrears have been paid in full.

Post meeting note:

16	General Business	Ordinary resolution
-----------	-------------------------	----------------------------

Moved by: Gregory Daniels

Seconded by: Jessica Lay

Yes votes: 7

No votes: 0

Abstain: 0

Carried

Common Property Electricity Bill- Update on case #218725

Summary of Matter: The meeting noted a discussion regarding the common property lighting/electricity bill. It was noted that last year there had been a request made at the AGM to have these bills paid via direct debit moving forward, as there had been a late fee incurred for overdue payment on the account. It was noted that after this direct debit arrangement had been put in place with Red Energy, two of the quarterly bills were direct debited and then the two invoices following on from this were not, of which the Committee had some concerns over. Further to this, the Committee also had concerns over duplicate invoices being paid by Strata Plan and questioned the invoice approval/ payment processes of which are currently in place within the financial department. It was noted that the bills are also not displayed correctly for Owners to view on the my community portal. It was further noted that the Committee is quite upset and disappointed with continuously having to follow up Strata Plan on this matter and are, specifically, frustrated with duplicate payment of invoices.

Resolution: It was resolved for the Owners Corporation Manager to continue to follow up Red Energy on this matter and get further information as to why their direct debit arrangement was not left in place. It was further resolved for the Owners Corporation Manager to forward the invoices that were missing on the my community portal onto the Committee.

Actioned by: Strata Plan

2.2 Charges Review- Update on Case #218723

Summary of Matter: The meeting noted a discussion regarding a breakdown of the 2.2/ service charges that the Committee had arranged to receive from Strata Plan each quarter, after the AGM was held in 2020. It was further noted that they have received one of the charges summaries after the meeting was held but nothing further since.

Resolution: It was resolved for Strata Plan to forward an updated breakdown of the 2.2 charges onto the Committee after the meeting and ensure it is continued each quarter thereafter as well.

Actioned by: Strata Plan

Communication of Change in Management- Case #296069

Summary of Matter: The meeting noted a discussion regarding the committee's disappointment with changes in management not being communicated to them. It was further noted that when the previous Owners Corporation Manager had left Strata Plan earlier this year, it was not explained to the Committee in a timely manner.

Resolution: It was resolved for Strata Plan to ensure that any future change in Managers is to be communicated immediately to the Committee.

Actioned by: Strata Plan

Post meeting note:

17 General Business (cont.)

Ordinary resolution

Proposed by:

Yes votes: 7

No votes: 0

Abstain: 0

Carried

Updated Contact Details Register- Update on Case #218726

Summary of Matter: The meeting noted a discussion regarding numerous units at the property, of which the committee believe to be leased currently, which need private repair works to be completed. It was further noted that the committee feels as though the Managing Agents of several of the apartments which have tenants in them, are not doing their part to assist in maintaining these private lots.

Resolution: It was resolved for the Owners Corporation Manager to arrange for a notice to be sent out to all Owners and Managing Agents associated with the property, requesting that updated contact details be provided. It was further resolved that, after this has been completed, the Chairperson will work with the Owners Corporation Manager in reaching out to the associated Managing Agents and request for repair works to be completed on the required lots.

Actioned by: Strata Plan/ Committee

Bidwell Electrics- Unpaid Invoice- Case #296076

Summary of Matter: The meeting noted a discussion regarding an invoice from Bidwell Electrics that the previous Owners Corporation Manager had left unpaid for 9 months, and the Committee would like to request an explanation as to how it had been left in the system and unpaid for this amount of time.

Resolution: It was resolved for Strata Plan to investigate and provide a response to the Committee post-meeting.

Actioned by: Strata Plan

Post meeting note:

Minute Notes

Enter Minute Notes here

Chairman.....

Tania Krecul on behalf od Owners Corporation PS649475F.

Approved Annual Budget

Administrative Fund

Owners Corporation for Plan No. PS649475F

1 July 2021 to 30 June 2022

Atlantic Drive PAKENHAM VIC 3810

Expenditure		Budget 07/21 - 06/22
Bank Fees & Charges		100.00
Electricity		1,400.00
Garden/Lawn Maintenance		10,000.00
Insurance Premiums		30,000.00
Minor Building Maintenance		7,500.00
Strata Manager - disbursements		6,600.00
Strata Manager - management fees		14,000.00
Strata Manager - service fees		600.00
Total Administrative Fund Expenditure		70,200.00

Administrative Fund Summary		Budget 07/21 - 06/22
Opening balance	0.00	
Expenditure during budget period	70,200.00	
	70,200.00	
<i>Less</i> Additional revenue during budget period	0.00	
<i>Plus</i> Planned surplus at end of budget period	0.00	

		Per Ent
Budgeted levies to be raised \$	70,200.00	90.0000

Total Lot Liability 780

*May include insurance contributions

PROPERTY REPORT

From www.planning.vic.gov.au at 22 March 2022 10:01 AM

PROPERTY DETAILS

Address: **30/23 ATLANTIC DRIVE PAKENHAM 3810**

Lot and Plan Number: **Lot 46 PS649475**

Standard Parcel Identifier (SPI): **46\PS649475**

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

Council Property Number: **5000016115**

Directory Reference: **Melway 318 A4**

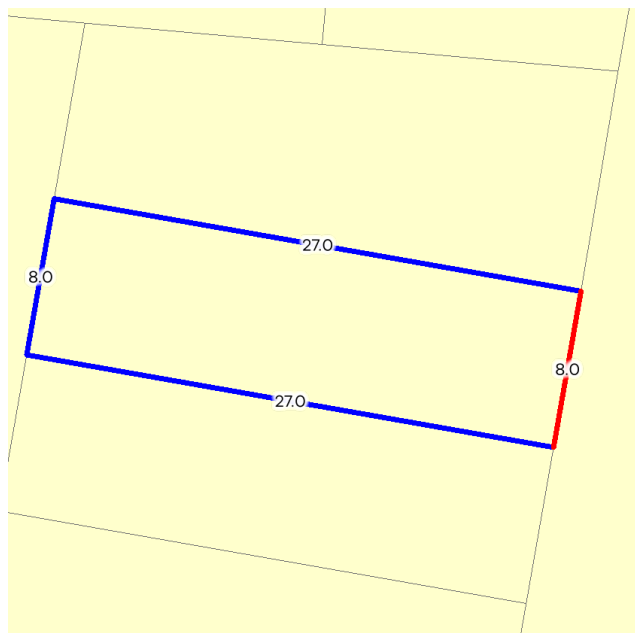
www.cardinia.vic.gov.au

This property is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.

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>

SITE DIMENSIONS

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



Area: 216 sq. m

Perimeter: 70 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: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**

Legislative Assembly: **GEMBROOK**

PLANNING INFORMATION

Planning Zone: [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

Planning Overlay: [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)
[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 \(DPO5\)](#)

Areas of Aboriginal Cultural Heritage Sensitivity:

All or part of this property is an 'area of cultural heritage sensitivity'.

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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).

PROPERTY REPORT

Planning scheme data last updated on 17 March 2022.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

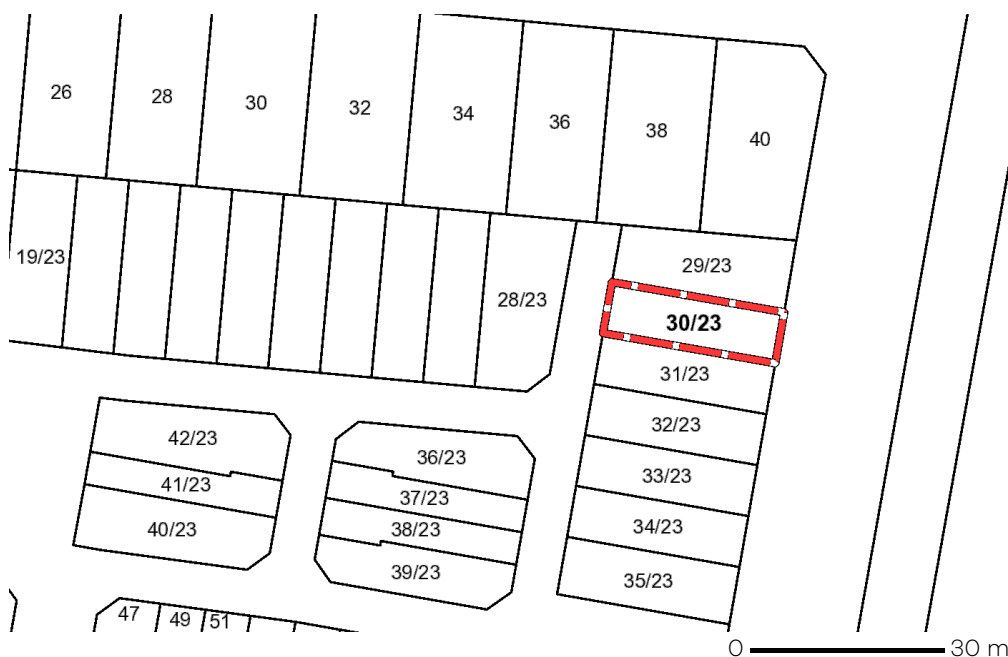
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.gav.nrms.net.au/gavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>

Area Map



Selected Property

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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).

AJ632616J

01/05/2012 \$107.50 173



Section 181

**Application by Responsible Authority for the making of a
recording of an agreement**

Planning and Environment Act 1987

Lodged by:

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

Name: **SACKVILLE WILKS LAWYERS**
Phone: **9658 7777**
Address: **Level 2, 139 COLLINS STREET, MELBOURNE**
Ref: **Andrew Lam**
Customer Code: **1527A**

The authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: *(Insert Volume and Folio reference)(if part only, define the part)*
Certificate of title Volume **11281** Folio **327**

Authority: *(name and address)*
Cardinia Shire Council of Henty Way, Pakenham 3810

Section and Act under which agreement made:
Planning and Environment Act 1987 Section 173

A copy of the agreement is attached to this Application

Signature for the Authority:

Name of Officer: *(full name)*

Andre Torsteri Brewer

Date: **30 April** 2012

THE BACK OF THIS FORM MUST NOT BE USED

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

KEEP

AJ632616J



CARDINIA SHIRE COUNCIL ("RESPONSIBLE AUTHORITY")

AND

PAKENHAM LAND PTY LTD (ACN 147 640 873) ("OWNER")

SECTION 173 AGREEMENT
"The View", Cardinia Lakes Estate, Pakenham

Level 2, 139 Collins Street, Melbourne, VIC 3000
T 613 9658 7777 F 613 9658 7799
E info@swlawyers.com.au
W www.swlawyers.com.au

SACKVILLE WILKS
LAWYERS

THIS DEED is made on the

27th

day of

April

2012

BETWEEN:

AJ632616J

CARDINIA SHIRE COUNCIL

of Henty Way, Pakenham VIC 3810

01/05/2012

\$107.50

173



("Responsible Authority")

AND:

PAKENHAM LAND PTY LTD (ACN 147 640 873)

of 6/10 Waltham Place, Richmond VIC 3121

("Owner")

RECITALS

- A. The Owner is the registered proprietor of the Land.
- B. The Responsible Authority is the responsible authority under the Act for the administration and enforcement of the Cardinia Planning Scheme which applies to the Land.
- C. The Permit was issued by the Responsible Authority for the Land.
- D. The Responsible Authority requires the Owner to enter into this Agreement pursuant to Section 173 of the Act.
- E. The parties have agreed to execute this Agreement to ensure that the requirements of Responsible Authority pursuant to the Permit are complied with to Responsible Authority's satisfaction.
- F. The Land is encumbered by the First Mortgage in favour of the First Mortgagee. The First Mortgagee consents to this Agreement being registered on the title to the Land.
- G. The Land is encumbered by the Second Mortgage in favour of the Second Mortgagee. The Second Mortgagee consents to this Agreement being registered on the title to the Land.

INTRODUCTION AND INTERPRETATION

Definitions

- 1.1 In this Agreement, unless the context requires another meaning:

Act means the *Planning & Environment Act 1987* (Vic).

Agreement means this agreement entered into pursuant to Section 173 of the Act.

Approved Plans means the plans endorsed by Responsible Authority or any amendments to those plans approved by Responsible Authority as part of the Permit.

First Mortgage means mortgage no. AJ540630C registered over the title to the Land in favour of the First Mortgagee.

First Mortgagee means Wisewoulds Nominees Limited (ACN 104 133 842) of 419 Collins Street, Melbourne VIC 3000.

Land means the land and property known as "The View", Cardinia Lakes Estate, Pakenham VIC 3810 being the whole of the land contained in Lot 1033 on Plan of Subdivision 637699Y which is the Land the subject of this Agreement and more particularly described in Certificate of Title Volume 11281 Folio 327.

Lot means a lot on the Plan.

Owner means all parties registered or entitled to be registered as owner of the Land or any part of it from time to time.

Permit means the planning permit T110293 issued on 18 July, 2011 as amended together with any Endorsed Plans from time to time.

Plan means unregistered plan of subdivision PS649475F, a copy of which is annexed to this agreement.

Responsible Authority means Cardinia Shire Council of Henty Way, Pakenham VIC 3810.

Second Mortgage means mortgage no. AJ503623J registered over the title to the Land in favour of the Second Mortgagee.

Second Mortgagee means Mekong Corporate Services Pty Ltd (ACN 006 481 376) as trustee for the Lam Super Fund, Loc Huu Lam and Man Thi Lam all of 29 Windsor Avenue, Springvale VIC 3171.

Interpretation

1.2 In this Agreement, unless the context requires another meaning:

- (a) the singular includes the plural and vice versa;
- (b) reference to a gender includes all genders;
- (c) a word or phrase that has a particular meaning, has a corresponding meaning in other grammatical form of that word or phrase;
- (d) a covenant or obligation on the part of two or more persons bind them jointly and severally;
- (e) a reference to the Responsible Authority includes its successors and assigns (including its successors as Responsible Authority under the Act);
- (f) a reference to the Owner means the owners jointly and severally and includes its successors, assigns and transferees;
- (g) a reference to any act of Parliament, statutory provision or subordinate instrument shall be read as meaning such act, statutory provision or subordinate instrument as in force from time to time or any statutory modification or re-enactment thereof; and
- (h) headings are for guidance only and do not affect the interpretation of this Agreement.

AJ632616J



AJ632616J



2. OWNER'S COVENANTS

2.1 The Owner agrees that:

- (a) The development of Lots 1-82 (inclusive) indicated on the Plan shall be developed in accordance with the Approved Plans (82 dwellings) as amended from time to time forming part of the Permit;
- (b) The Owner will apply to the Registrar of Titles to register this Agreement on the title to the Land under Section 181 of the Act; and
- (c) The Owner must pay the reasonable costs of the preparation, execution and registration of this Agreement.

3. GENERAL

Recitals

- 3.1** The parties agree that the Recitals are correct and they adopt all the Recitals as part of this Agreement.

Proper Law

- 3.2** This Agreement is governed by and the Owner submits to the laws of the State of Victoria.

Commencement

- 3.3** This Agreement will begin upon registration of the agreement by the Registrar of Titles.

Obligation to run with the Land

- 3.4** The Owner agrees that any obligation imposed on it under this Agreement takes effect as a covenant which is annexed to and runs at law and in equity with the Land. These obligations bind the Owner, its successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the Land.

Termination

- 3.5** This Agreement will end:

- (a) when the parties have complied with all their obligations under this Agreement; or
- (b) otherwise in accordance with the Act.

Responsible Authority's powers

- 3.6** It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Responsible Authority to make any decision or impose any requirements or conditions for the granting of any planning approval or certification of any Plan of Subdivision applicable to the Land or relating to any use or development of the Land.

AJ632616J



Severability

- 3.7 If a term of this Agreement is void or voidable by a party, or unenforceable or illegal, but would not be so if read down or severed from the agreement, it will be read down or severed accordingly.
- 3.8 Clause 3.7 will not apply if to do so will materially affect the commercial arrangement formed by this Agreement.

Waiver

- 3.9 Any time or other indulgence granted by Responsible Authority to the Owner or any variation of the terms of this Agreement or any judgment or order obtained by Responsible Authority against the Owner will not in any way amount to a waiver of any of the rights or remedies of Responsible Authority under the terms of this Agreement.

Further documents

- 3.10 The parties will do all everything necessary to give effect to this Agreement, including executing any further documents, and will comply with all their obligations under this Agreement.

AJ632616J

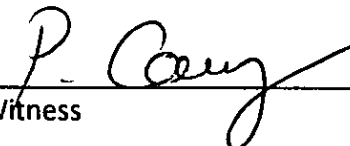
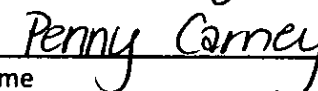
Executed as a Deed

Manager - Development Services


01/05/2012 \$107.50 173


Signed by and on behalf, and with the)
authority of the **Cardinia Shire Council** by)
Brett Jackson, in the exercise of a power)
conferred by an Instrument of Delegation)
dated 19th November, 2009 in the)
presence of:


Brett Jackson *Manager - Development Services*

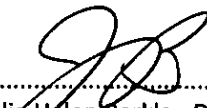

Witness

Name

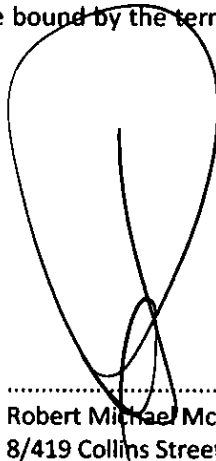
**Executed by Pakenham Land Pty Ltd (ACN)
147 640 873) pursuant to Section 127 of)
the Corporations Act 2001 by its)
authorised officer**


Benjamin Tyrrell Robinson
Sole Director and Company Secretary
22 O'Brien Crescent, Blackburn South
3130

Wisewoulds Nominees Ltd ACN 104 133 842 as mortgagee of mortgage no AJ540630C consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

**EXECUTED by Wisewoulds Nominees)
Limited (ACN 104 133 842) by being signed)
by those persons who are authorised to sign)
for the Company:**


Julie Helen Barkla - Director
8/419 Collins Street, Melbourne


Robert Michael McGirr - Director
8/419 Collins Street, Melbourne

Mekong Corporate Services Pty Ltd (ACN 006 481 376) as trustee for the Lam Super Fund, Loc Huu Lam and Man Thi Lam as mortgagee of mortgage no. AJ503623J consent to the Owner entering into this Agreement and agree to be bound by the terms and conditions of this Agreement.

EXECUTED by Loc Huu Lam in the presence)
of:)

.....
Signature of Witness
ANDREW LAM
Level 2, 139 Collins St, Melbourne
..... An Australian Legal Practitioner
Print name of Witness (being of the
Legal Profession Act 2004)

.....
.....

EXECUTED by Man Thi Lam in the presence)
of:)

.....
Signature of Witness
ANDREW LAM
Level 2, 139 Collins St, Melbourne
..... An Australian Legal Practitioner
Print name of Witness (being of the
Legal Profession Act 2004)

.....
.....

EXECUTED by Mekong Corporate Services)
Pty Ltd (ACN 006 481 376) as trustee of the)
Lam Super Fund pursuant to Section 127 of)
the Corporations Act 2001 by its authorised)
officers:)

.....
Loc Huu Lam - Director
29 Windsor Avenue, Springvale 3171

.....
.....

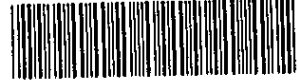
Man Thi Lam - Director
29 Windsor Avenue, Springvale 3171

AJ632616J

01/05/2012 \$107.50 173
.....

AJ632616J

01/05/2012 \$107.50 173



Plan

AJ632616J

01/05/2012

\$107.50

173



PLAN OF SUBDIVISION		STAGE NO. -----	LRS use only. EDITION																							
<p style="text-align: center;">Location of Land</p> <p>Parish: NAR NAR GOON</p> <p>Township:</p> <p>Section:</p> <p>Crown Allotment: 14 (PART)</p> <p>Crown Portion:</p> <p>Title Reference: Vol: Fol:</p> <p>Last Plan Reference: Lot 1033 on PS637699Y</p> <p>Postal Address: BONNEVILLE PARADE PAKENHAM 3810</p> <p>MGA Co-ordinates E 369 300 Zone: 55 (of approx centre of plan) N 5786 120</p>		<p style="text-align: center;">Council Certificate and Endorsement</p> <p>Council Name: Cardinia Shire Council Ref.</p> <ol style="list-style-type: none"> 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. PUBLIC OPEN SPACE <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/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 Council seal Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council delegate Council seal Date / /</p>																								
<p>Vesting of Roads and / or Reserve</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Identifier</th> <th style="width: 80%;">Council / Body / Person</th> </tr> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </table>		Identifier	Council / Body / Person	NIL	NIL	<p>Notations</p> <p>Depth Limitation Does not apply</p> <p>Staging This is not a staged subdivision. Planning Permit No.</p>																				
Identifier	Council / Body / Person																									
NIL	NIL																									
<p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. See Owners Corporation search report(s) for detail.</p> <p>Common Property 1 is all land on this plan except lots 1 to 82 (both inclusive).</p> <p>Total Area of common property 1: 7012m²</p>																										
<div style="border: 1px solid black; padding: 5px;"> <p>PRELIMINARY</p> <p>THIS PLAN IS BASED ON DESIGN DRAWINGS BY LOUISCHIO ARCHITECTS. (DRAWING No. SK01 REV-B DATE-18.03.11) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.</p> </div>																										
<p>"The View"</p> <p>Area of Release: 2.479ha</p> <p>No. of Lots: 82 Lots & Common Property 1</p>		<p>THIS IS A SPEAR PLAN</p> <p>Survey This plan is based on survey.</p>																								
<p>Easement Information</p> <p>Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)</p> <p style="text-align: center;">Easements and rights pursuant to Section 12(2) of the Subdivision Act 1988 apply to all the land in this plan.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">Easement Reference</th> <th style="width: 20%;">Purpose</th> <th style="width: 10%;">Width (Metres)</th> <th style="width: 15%;">Origin</th> <th style="width: 45%;">Land Benefited/In Favour Of</th> </tr> <tr> <td>E-1</td> <td>Party Wall</td> <td>0.15</td> <td>This Plan</td> <td>Relevant abutting lot</td> </tr> <tr> <td>E-2</td> <td>Drainage</td> <td rowspan="2">See diagram</td> <td rowspan="2">PS637699Y</td> <td>Cardinia Shire Council</td> </tr> <tr> <td></td> <td>Sewerage</td> <td>South East Water Ltd.</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>			Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	E-1	Party Wall	0.15	This Plan	Relevant abutting lot	E-2	Drainage	See diagram	PS637699Y	Cardinia Shire Council		Sewerage	South East Water Ltd.						<p>LRS use only</p> <p>Statement of Compliance/ Exemption Statement</p> <p>Received <input type="checkbox"/></p> <p>DATE ... / /</p> <hr/> <p>LRS use only</p> <p>PLAN REGISTERED</p> <p>TIME</p> <p>DATE / /</p> <p>.....</p> <p>Assistant Registrar of Titles</p> <p style="text-align: center;">Sheet 1 of 6</p>
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of																						
E-1	Party Wall	0.15	This Plan	Relevant abutting lot																						
E-2	Drainage	See diagram	PS637699Y	Cardinia Shire Council																						
	Sewerage			South East Water Ltd.																						
<div style="display: flex; align-items: center;"> <div> <p>TAYLORS</p> <p>DEVELOPMENT STRATEGISTS</p> <p><small>PTY. LTD. A.B.N. 48 042 392 373</small></p> <p><small>*Land Surveying *Town Planning *Development Strategy *Project Coordination *Urban Design *GIS</small></p> <p><small>BUILDING 8, 270 FERNTREE GULLY ROAD, NOTTING HILL 3168 Tel:0501 2300 Fax:0501 2944</small></p> <p><small>Email: info@taylorss.com.au Web Site: www.taylorss.com.au</small></p> </div> </div>			<p>LICENSED SURVEYOR : WES ROBERTS</p> <p>Signature DIGITALLY SIGNED Date / /</p> <p>REF. 2334-S1 VERSION 1</p>																							
<p>Date / /</p> <p>Council Delegate Signature</p> <p style="text-align: right;">Original sheet size A3</p>																										

AJ632616J
01/05/2012 \$107.50 173

PLAN OF SUBDIVISION

STAGE NO. /

BONNEVILLE PARADE

93°56'20" 30.44

LUGANO WALK

93°56'20" (238)

ADRIATIC WAY

87°43'40" 87.60

ABREHART ROAD

188°43'40" 94.51

DRIVE

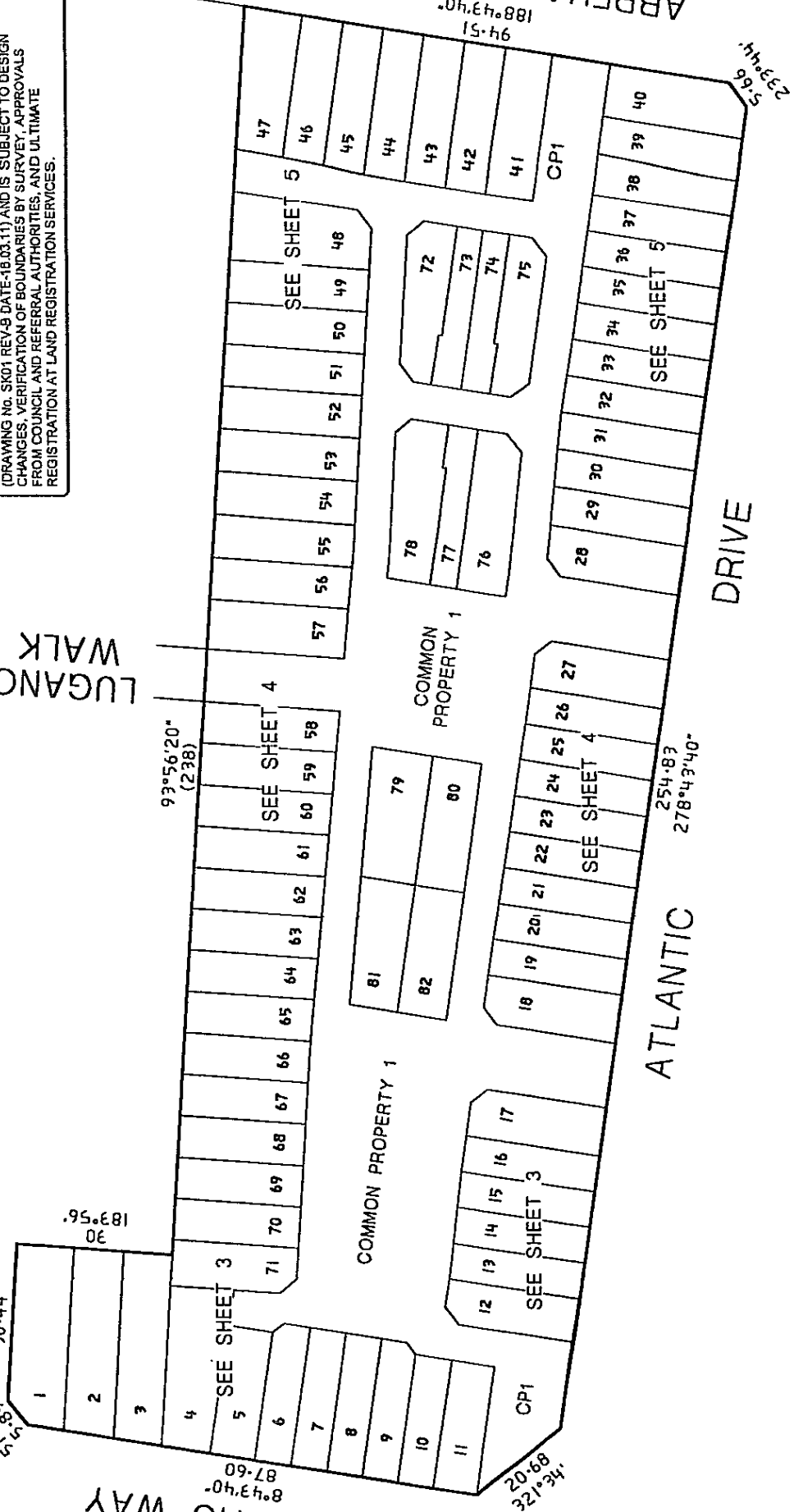
ATLANTIC

254.83 278°43'40"

MGA94 ZONE 55

PRELIMINARY

THIS PLAN IS BASED ON DESIGN DRAWINGS BY LOUISCHIO ARCHITECTS. (DRAWING NO. SK01 REV-9 DATE-18.03.11) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.



 TAYLORS DEVELOPMENT STRATEGISTS PTY. LTD. A.B.C. 48 043 312 312 BUILDING & 270 PENTHOUSE GULLY ROAD, NOTTING HILL VIC 3060 Email: info@taylorssurveyors.com.au Web Site: www.taylorssurveyors.com.au	ORIGINAL SCALE 1:800 SHEET SIZE A3	SCALE 8 0 8 16 24 32 LENGTHS ARE IN METRES	LICENSED SURVEYOR : Signature / Date / REF. 2334-S1 VERSION 1	Sheet 2 Date / / Council Delegate Signature
---	--	--	--	---

AJ632616J

01/05/2012

\$107.50

173



PLAN OF SUBDIVISION

STAGE NO.

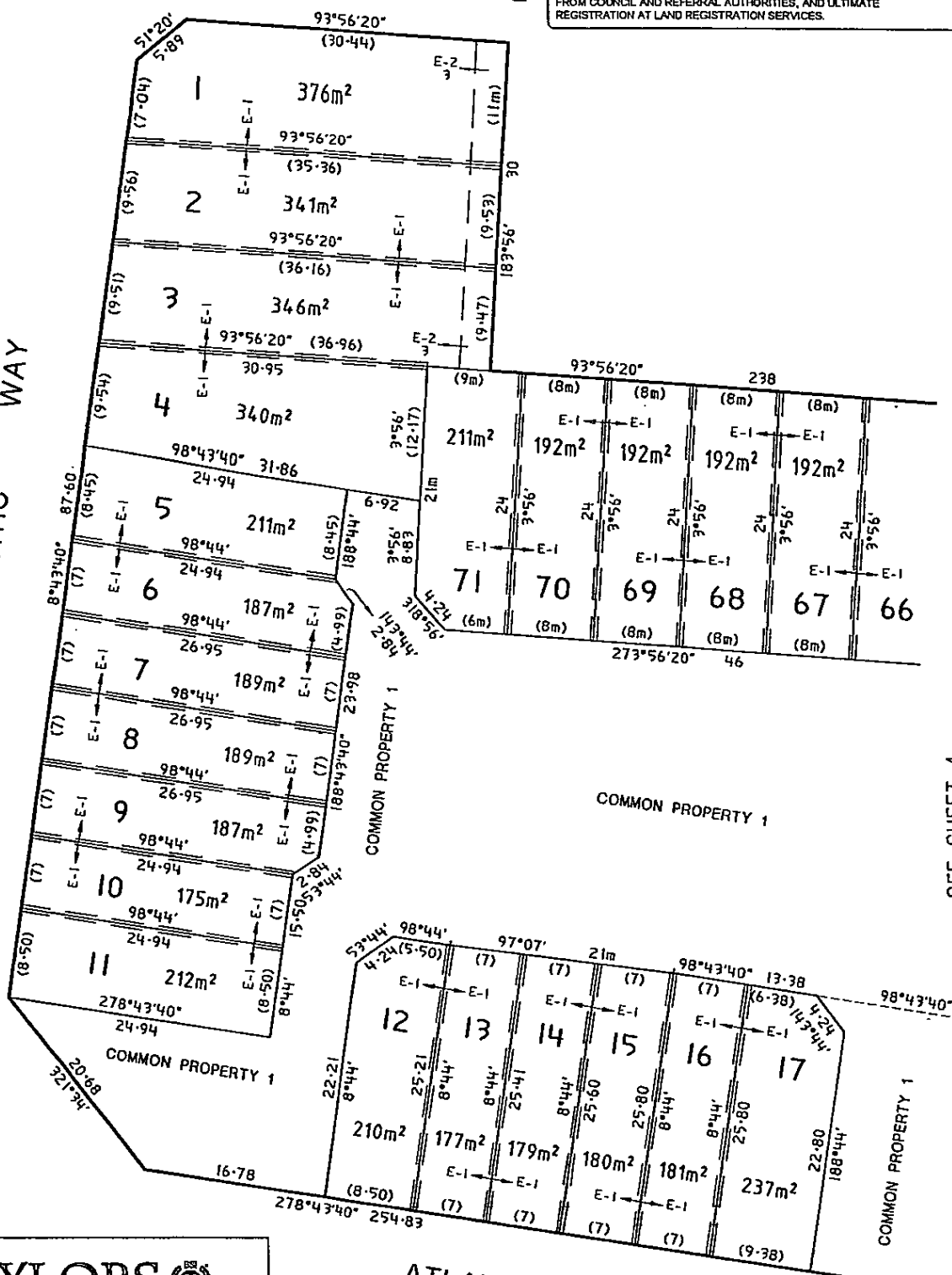
BONNEVILLE PARADE

PRELIMINARY

THIS PLAN IS BASED ON DESIGN DRAWINGS BY LOUISCHROOD ARCHITECTS. (DRAWING No. SK01 REV-B DATE: 16.03.11) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.

MG94 ZONE 55

ADRIATIC WAY



SEE SHEET 4



TAYLORS
DEVELOPMENT STRATEGISTS

PTY. LTD. ABN 44 042 392 373
BUILDING 8, 279 FERNTREE GALLY ROAD, NOTTING HILL 3188 Tel: 0501 2800 Fax: 0501 2844
Email: info@taylors.com.au 146 St. www.taylors.com.au

ATLANTIC DRIVE

ORIGINAL

SCALE

SCALE SHEET SIZE
1:400 A3

4 0 4 8 12 16
LENGTHS ARE IN METRES

LICENSED SURVEYOR :

Signature Date / /

REF. 2334-S1

VERSION 1

Sheet 3

Date / /
Council Delegate Signature

AJ632616J

01/05/2012 \$107.50 173



PLAN OF SUBDIVISION

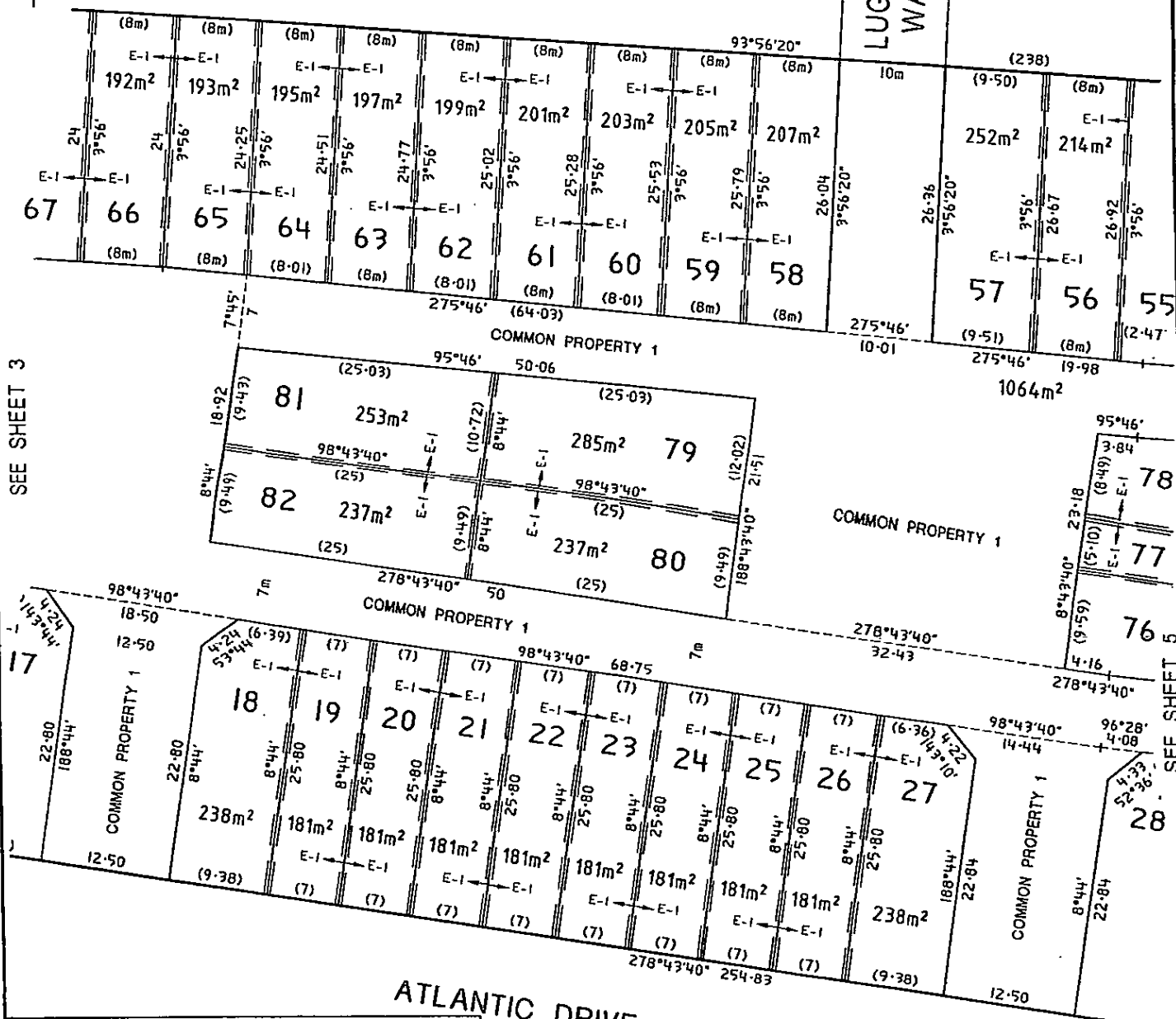
STAGE NO.



PRELIMINARY

THIS PLAN IS BASED ON DESIGN DRAWINGS BY LOUISCHIO ARCHITECTS.
(DRAWING No. SK01 REV-B DATE-18.03.11) AND IS SUBJECT TO DESIGN
CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS
FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE
REGISTRATION AT LAND REGISTRATION SERVICES.

**LUGANO
WALK**



TAYLORS
DEVELOPMENT STRATEGISTS

PTY. LTD. A.B.N. 48 042 392 373
• Land Surveying • Town Planning • Development Strategy • Project Coordination • Urban Design • GIS
BUILDINGS 8, 270 PERRIN TREE GULLY ROAD, HOTTING HILL 3168 TEL: 0501 2500 FAX: 0501 2344
Email: info@taylorssurveyors.co.nz Web Site: www.taylorssurveyors.co.nz

ORIGINAL

SCALE

SCALE SHEET SIZE
1:400 A3

4 0 4 8 12 16
LENGTHS ARE IN METRES

LICENSED SURVEYOR :

Signature _____ Date / /

REF. 2334-S1

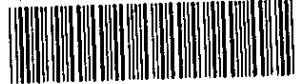
VERSION 1

Sheet 4

Date / /
Council Delegate Signature _____

AJ632616J

01/05/2012 \$107.50 173

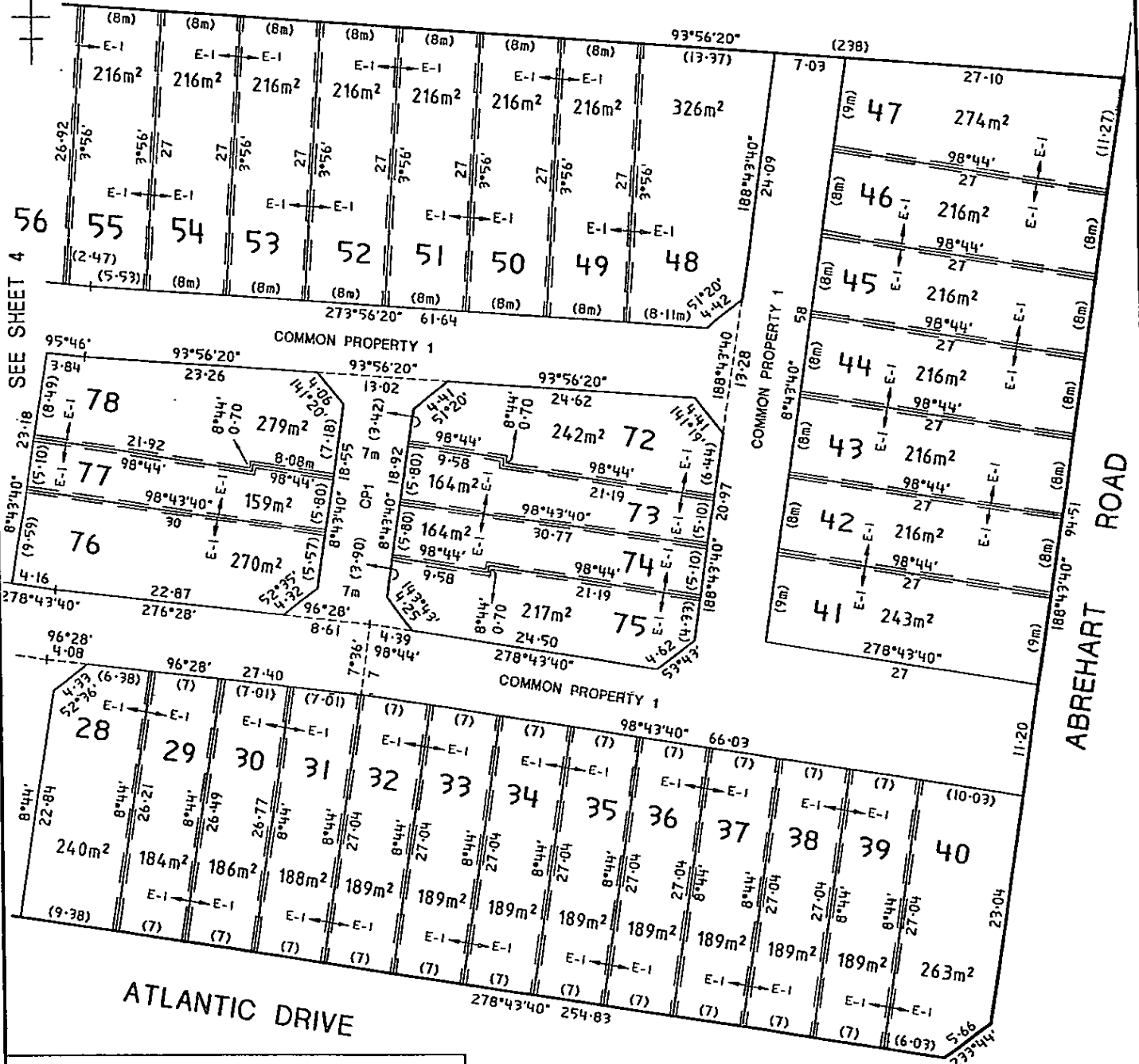


PLAN OF SUBDIVISION

STAGE NO.

PRELIMINARY

THIS PLAN IS BASED ON DESIGN DRAWINGS BY LOUISCHIO ARCHITECTS. (DRAWING No. SK01 REV-B DATE-16.03.11) AND IS SUBJECT TO DESIGN CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE REGISTRATION AT LAND REGISTRATION SERVICES.



TAYLORS
DEVELOPMENT STRATEGISTS

PTY. LTD. A.B.N. 48 042 392 373
• Land Servicing • Town Planning • Development Strategy • Project Coordination • Urban Design • GIS
BUILDING 8, 270 FERNTREE GULLY ROAD, NOTTING HILL 3188 Tel: 8501 2800 Fax: 8501 2344
Email: info@taylorsonline.com.au Web Site: www.taylorsonline.com.au

ORIGINAL

SCALE

SCALE

SHEET
SIZE

4 0 4 8 12 16

1:400

A3

LENGTHS ARE IN METRES

LICENSED SURVEYOR :

Signature _____ Date / /

REF. 2334-S1

VERSION 1

Sheet 6

Date / /
Council Delegate Signature _____

AJ632616J

01/05/2012 \$107.50 173



**OWNERS CORPORATION
SCHEDULE**

STAGE NO.

Owners Corporation 1

Plan No.

Land affected by Owners Corporation: Lots 5 to 82 & Common Property 1

Limitations of Owners Corporation: UNLIMITED

Notations

PRELIMINARY

THIS PLAN IS BASED ON DESIGN DRAWINGS BY LOUISCHIO ARCHITECTS.
(DRAWING No. SK01 REV-B DATE-16.03.11) AND IS SUBJECT TO DESIGN
CHANGES, VERIFICATION OF BOUNDARIES BY SURVEY, APPROVALS
FROM COUNCIL AND REFERRAL AUTHORITIES, AND ULTIMATE
REGISTRATION AT LAND REGISTRATION SERVICES.

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
5	10	10	44	10	10			
6	10	10	45	10	10			
7	10	10	46	10	10			
8	10	10	47	10	10			
9	10	10	48	10	10			
10	10	10	49	10	10			
11	10	10	50	10	10			
12	10	10	51	10	10			
13	10	10	52	10	10			
14	10	10	53	10	10			
15	10	10	54	10	10			
16	10	10	55	10	10			
17	10	10	56	10	10			
18	10	10	57	10	10			
19	10	10	58	10	10			
20	10	10	59	10	10			
21	10	10	60	10	10			
22	10	10	61	10	10			
23	10	10	62	10	10			
24	10	10	63	10	10			
25	10	10	64	10	10			
26	10	10	65	10	10			
27	10	10	66	10	10			
28	10	10	67	10	10			
29	10	10	68	10	10			
30	10	10	69	10	10			
31	10	10	70	10	10			
32	10	10	71	10	10			
33	10	10	72	10	10			
34	10	10	73	10	10			
35	10	10	74	10	10			
36	10	10	75	10	10			
37	10	10	76	10	10			
38	10	10	77	10	10			
39	10	10	78	10	10			
40	10	10	79	10	10			
41	10	10	80	10	10			
42	10	10	81	10	10			
43	10	10	82	10	10			
TOTAL	390	390	TOTAL	780	780			

Sheet 6



LICENSED SURVEYOR :

Signature _____ Date / /

REF. 2334-S1

VERSION 1

Date / /

Council Delegate Signature

Original sheet size A3

Register Search Statement - Volume 11438 Folio 261

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 11438 FOLIO 261

Security no : 124096297142W
Produced 22/03/2022 10:12 AM

LAND DESCRIPTION

Lot 46 on Plan of Subdivision 649475F.
PARENT TITLE Volume 11357 Folio 855
Created by instrument PS649475F Stage 3 07/08/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
COMET BREEZE HOLDINGS PTY LTD of 4 LADY LINDSAY COVE YANCHEP WA 6035
AM545238Y 09/02/2016

ENCUMBRANCES, CAVEATS AND NOTICES

VARIATION OF PRIORITY AJ986255N 24/10/2012

MORTGAGE AM545239W 09/02/2016
BANK OF QUEENSLAND LTD

COVENANT AJ367293H 12/12/2011
Expiry Date 31/12/2020

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AJ632616J 01/05/2012

DIAGRAM LOCATION

SEE PS649475F 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 30 23 ATLANTIC DRIVE PAKENHAM VIC 3810

ADMINISTRATIVE NOTICES

NIL

eCT Control 19006F BANK OF QUEENSLAND LIMITED
Effective from 23/02/2018


OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS649475F

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of
Victoria to provide this information
via LANDATA® System. Delivered at 22/03/2022, for Order Number 73382097. Your reference: 22/5469.**

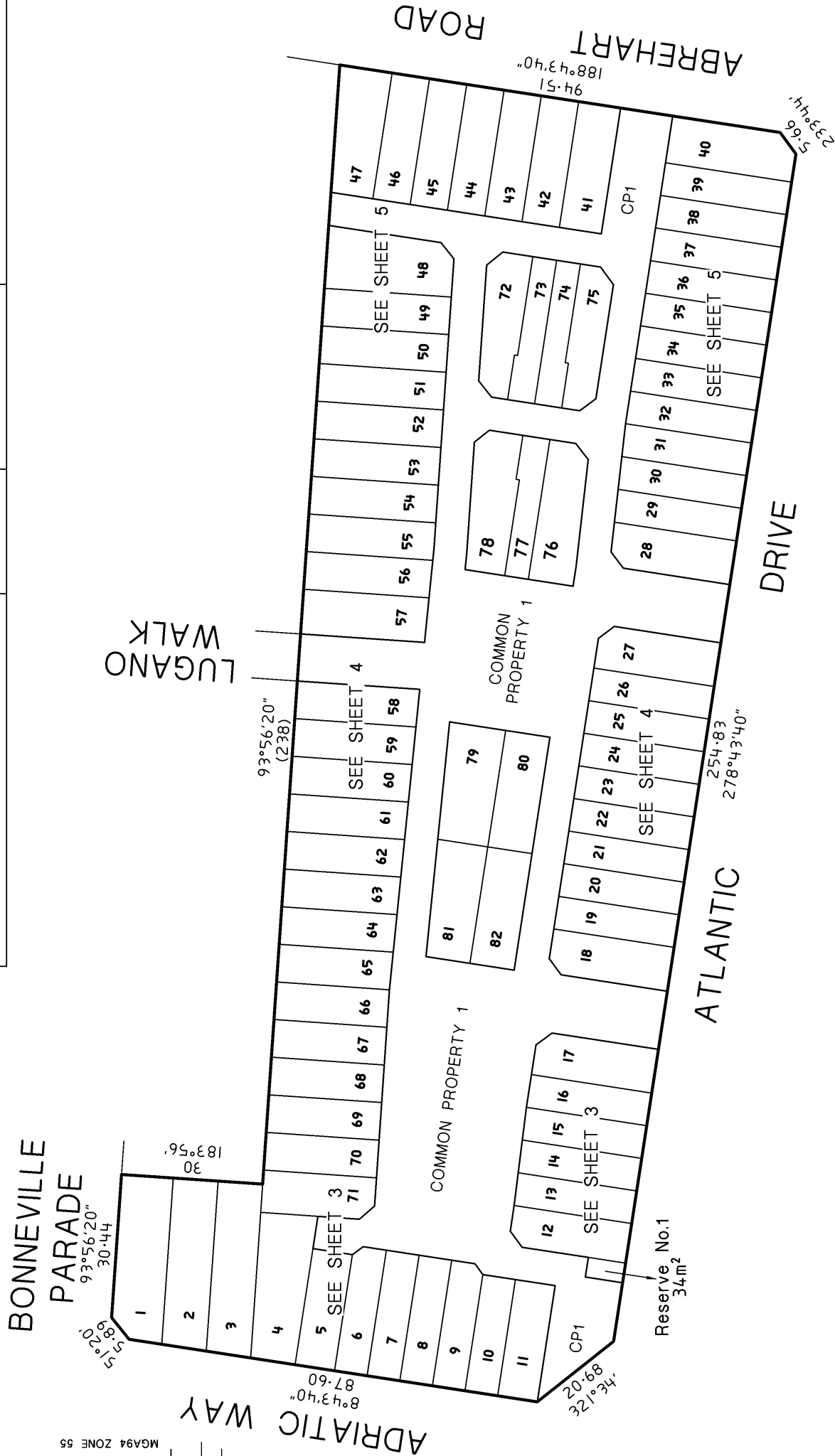
Signed by Council: Cardinia Shire Council, Council Ref: S12/108, T110293, Original Certification: 28/02/2013, Recertification: 06/06/2013, S.O.C.: 06/06/2013, Amendments accepted: 07/08/2013

PLAN OF SUBDIVISION		STAGE NO. -----	LRS use only. EDITION 3	Plan Number PS649475F
Location of Land Parish: NAR NAR GOON Township: Section: Crown Allotment: 14 (PART) Crown Portion: Title Reference: Vol: 11281 Fol: 327 Last Plan Reference: Lot 1033 on PS637699Y Postal Address: ATLANTIC DRIVE PAKENHAM 3810 MGA Co-ordinates E 369 300 Zone: 55 (of approx centre of plan) N 5786 120		Council Certificate and Endorsement Council Name: Cardinia Shire Council Ref. 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. PUBLIC OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council delegate Council seal Date / /		
Vesting of Roads and / or Reserve		Notations Depth Limitation Does not apply Staging This is not a staged subdivision. Planning Permit No. T110293		
Identifier	Council / Body / Person			
Reserve No.1	SP1 Electricity Pty Ltd			
Common Property 1 is all land on this plan except lots 1 to 82 (both inclusive) and Reserve No. 1. Total Area of common property 1: 7167m ²				
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> "The View" Area of Release: No. of Lots: 82 Lots & Common Property 1 </div> <div style="width: 60%;"> THIS IS A SPEAR PLAN Survey This plan is based on survey. </div> </div>				
Easement Information				LRS use only Statement of Compliance/ Exemption Statement
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easements and rights pursuant to Section 12(2) of the Subdivision Act 1988 apply to all the land in this plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Party Wall	0.15	This Plan	Relevant abutting lot
E-2	Drainage	See Plan	This Plan	Cardinia Shire Council
	Sewerage & Water Supply			South East Water Limited
E-3	Drainage	See Plan	PS637699Y	Cardinia Shire Council
	Sewerage			South East Water Ltd.
E-4	Sewerage & Water Supply	See Plan	This Plan	South East Water Corporation
E-5	Drainage	See Plan	This Plan	Cardinia Shire Council
	Sewerage			South East Water Ltd.
Sheet 1 of 5 Sheets				
			LICENSED SURVEYOR : WES ROBERTS Signature DIGITALLY SIGNED Date / / REF. 2334-COMP VERSION 4	
			Date / / Council Delegate Signature Original sheet size A3	

STAGE NO.

Plan Number

PS649475F



Sheet 2

LICENSED SURVEYOR :

Signature **Date** / /

REF. 2334-COMP
VERSION 4

Council Delegate Signature

ORIGINAL

SCALE	SHEET SIZE
-------	------------

1:800	A3
-------	----

SCALE

LENGTHS ARE IN METRES



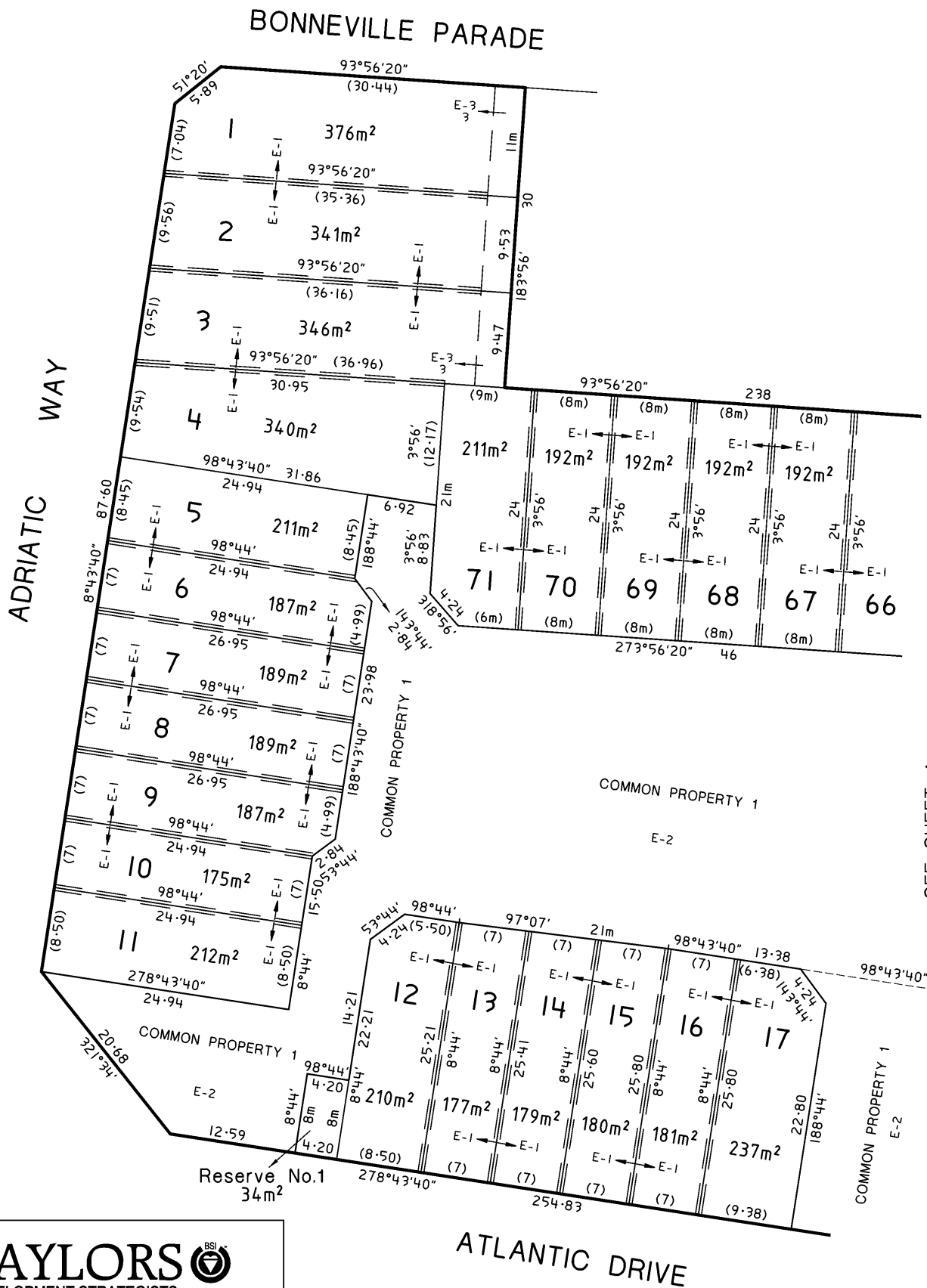
07/08/2013

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS649475F



SEE SHEET 4



PT. LTD. A.B.N. 48 042 392 373
 • Land Surveying • Town Planning • Development Strategy • Project Co-ordination • Urban Design • G.I.S.
 BUILDING 8, 270 FERN TREE GULLY ROAD, NOTTING HILL 3168 Tel: 9501 2800 Fax: 9501 2844
 Email: tds@taylorsds.com.au Web Site: www.taylorsds.com.au

ORIGINAL

SCALE

SCALE SHEET SIZE
 1:400 A3

4 0 4 8 12 16
 LENGTHS ARE IN METRES

LICENSED SURVEYOR :

Signature Date / /

REF. 2334-COMP VERSION 4

Sheet 3

Date / /
 Council Delegate Signature

07/08/2013

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS649475F

MGA94 ZONE 55

SEE SHEET 3

17

ATLANTIC DRIVE



PT. LTD. A.B.N. 48 042 392 373
 • Land Surveying • Town Planning • Development Strategy • Project Co-ordination • Urban Design • G.I.S.
 BUILDING 8, 270 FERNTREE GULLY ROAD, NOTTING HILL 3168 Tel:9501 2800 Fax:9501 2844
 Email: tds@taylorsds.com.au Web Site: www.taylorsds.com.au

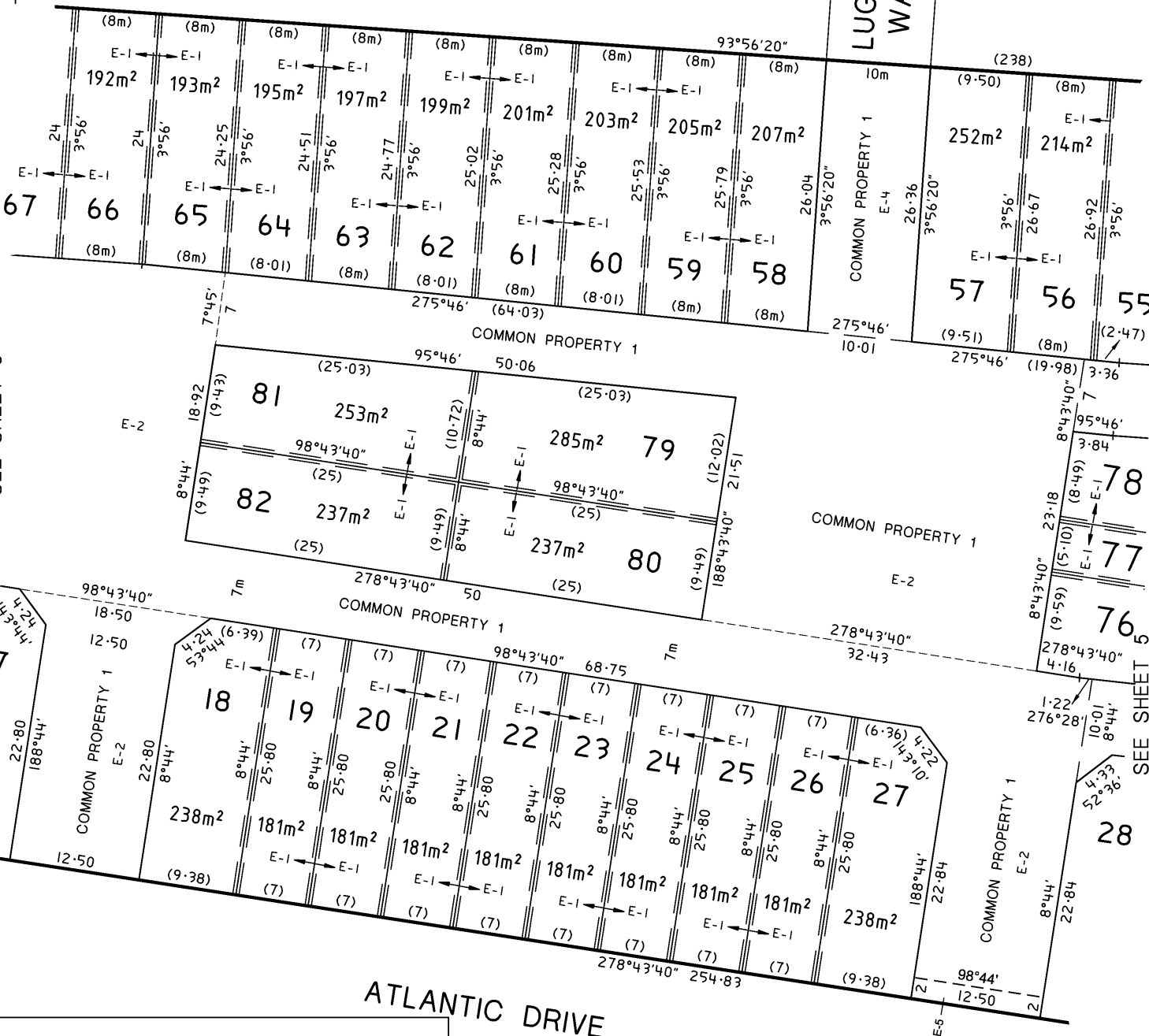
LICENSED SURVEYOR :

Signature Date / /

REF. 2334-COMP VERSION 4

Sheet 4

Date / /
 Council Delegate Signature



SEE SHEET 5

07/08/2013

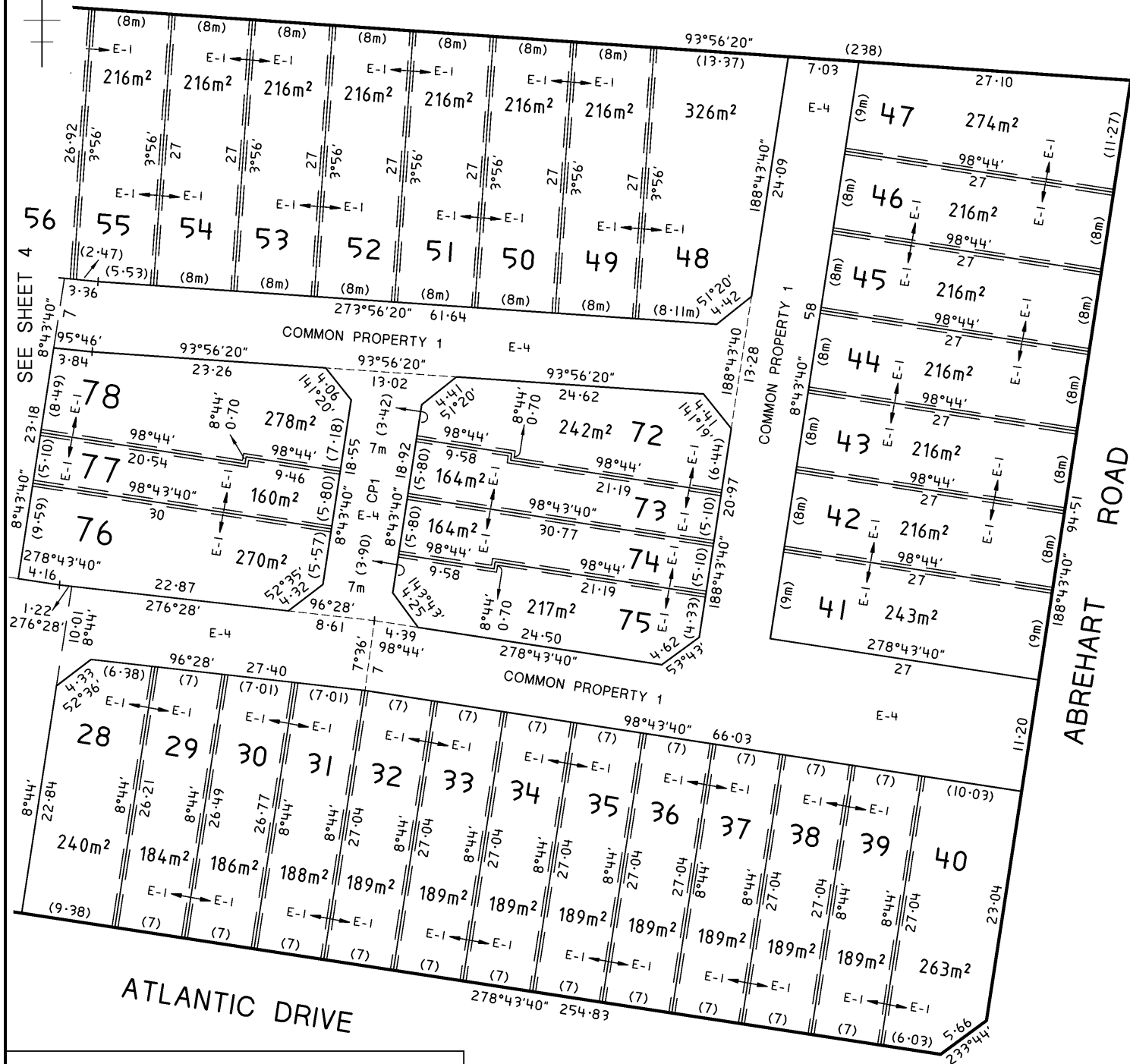
PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS649475F

MG9494 ZONE 55



PTY. LTD. A.B.N. 48 042 392 373
Land Surveying · Town Planning · Development Strategy · Project Co-ordination · Urban Design · G.I.S.
BUILDING 8, 270 FERNTREE GULLY ROAD, NOTTING HILL 3168 Tel: 9501 2800 Fax: 9501 2844
Email: tds@taylorsds.com.au Web Site: www.taylorsds.com.au

ORIGINAL

SCALE

SCALE SHEET SIZE
1:400 A3

4 0 4 8 12 16
LENGTHS ARE IN METRES

LICENSED SURVEYOR :

Signature Date / /

REF. 2334-COMP VERSION 4

Sheet 5

Date / /
Council Delegate Signature

[illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 22/03/2022 10:13:43 AM

OWNERS CORPORATION 1
PLAN NO. PS649475F

The land in PS649475F is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 5 - 82.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 13 222 KINGS WAY SOUTH MELBOURNE VIC 3205

AK627290J 01/10/2013

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. AK557896H 29/08/2013

Additional Owners Corporation Information:

NIL

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 5	10	10
Lot 6	10	10
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 22/03/2022 10:13:43 AM

OWNERS CORPORATION 1
PLAN NO. PS649475F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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
Lot 35	10	10
Lot 36	10	10
Lot 37	10	10
Lot 38	10	10
Lot 39	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 22/03/2022 10:13:43 AM

OWNERS CORPORATION 1
PLAN NO. PS649475F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 40	10	10
Lot 41	10	10
Lot 42	10	10
Lot 43	10	10
Lot 44	10	10
Lot 45	10	10
Lot 46	10	10
Lot 47	10	10
Lot 48	10	10
Lot 49	10	10
Lot 50	10	10
Lot 51	10	10
Lot 52	10	10
Lot 53	10	10
Lot 54	10	10
Lot 55	10	10
Lot 56	10	10
Lot 57	10	10
Lot 58	10	10
Lot 59	10	10
Lot 60	10	10
Lot 61	10	10
Lot 62	10	10
Lot 63	10	10
Lot 64	10	10
Lot 65	10	10
Lot 66	10	10
Lot 67	10	10
Lot 68	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 22/03/2022 10:13:43 AM

OWNERS CORPORATION 1
PLAN NO. PS649475F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 69	10	10
Lot 70	10	10
Lot 71	10	10
Lot 72	10	10
Lot 73	10	10
Lot 74	10	10
Lot 75	10	10
Lot 76	10	10
Lot 77	10	10
Lot 78	10	10
Lot 79	10	10
Lot 80	10	10
Lot 81	10	10
Lot 82	10	10
Total	780.00	780.00

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

Statement End.



**first
national**
REAL ESTATE

| Neilson Partners

Auth	AH
------	----

2 of 7

Auth	AH
Date	05032019

1 of 7
303.1

Residential Tenancy Agreement

Important Information

Please read this before completing the Residential Tenancy Agreement

- This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 1997, so please read all terms and conditions carefully.
- Each party must comply with the provisions of the Residential Tenancies Act 1997 as they apply to each Party. For further rights/duties refer to the Residential Tenancies Act 1997.
- If you need advice on your rights and responsibilities, please call the Consumer Affairs Helpline on 1300 558 181 before signing the Agreement.
- Both the landlord and tenant should keep signed copies of the completed Agreement for future reference. The landlord must supply the tenant with a copy of the completed Agreement within 14 days of the tenant signing. **A replacement copy of your lease will cost you \$11.00 so please keep this in a safe place.**
- Copies of this Agreement will be produced for both the landlord and the tenant.
- The landlord must give the tenant a copy of Renting a Home: A Guide for Tenants booklet at the start of each tenancy.
- When a bond is paid, the landlord and tenant must complete a Condition Report and both keep a copy for their records.

Set procedures must be followed when dealing with urgent repairs. The Residential Tenancies Act 1997 allows for an authorised repair amount of \$1800.00, however strict conditions apply.

In the event of an urgent maintenance situation, please call our emergency telephone numbers:

P: 03 5941 4444 **M:** 0428 034 463

Please refer to your 'Renting a Home Guide' for clarification on what is deemed as an urgent repair to avoid any unnecessary costs that you may incur.

☐

Landlord / Agent Copy

☐

Tenant Copy

Your Property Manager is: Jessica Baharis

Their email is:

jessica.b@neilsonpartners.com.au



**first
national**
REAL ESTATE

Date 05032019

303.1

Neilson Partners SCHEDULE OF LEASE – PART 1

- Item 1: **DATE OF AGREEMENT:** 05/08/2019 at Pakenham between
- Item 2: **LANDLORD:** Comet Breeze HoldingsPL ATF Comet Breeze Superannuation Fund
C/ - First National Neilson Partners Pakenham
- Item 3: **AGENT:** Facey Pty Ltd – T/A First National Real Estate Neilson Partners,
ABN: 60 053 469 819 Ph: 03 5941 4444
After Hours Emergency Maintenance Only: 0428 034 463
- Item 4: **TENANT 1:** Nyanchol Deng
Current Address: 30/23 Atlantic Drive, PAKENHAM, VIC, 3810
- Item 5: **PREMISES:** The landlord lets the premises known as:
30/23 Atlantic Drive, PAKENHAM, VIC, 3810
- Item 6: **RENT:** The rent amount is: **\$1,272.00 Monthly**
(Which must always be paid in advance).
First Payment due on or before: 15/06/2019
- Item 7: **PAYMENT OPTIONS:** 1) Direct Transfer to our account or Direct Debit from yours
(Trust Account details provided in your induction booklet)
2) Cheque/Money Order/Bank Cheque to our office (as above)
3) Bendigo Bank Deposit Book
- Item 8: **BOND:** Bond Amount: **\$1,245.00**
Bond Payment due on or before: 15/06/2018

In accordance with the **Residential Tenancies Act 1997**, the LANDLORD/agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within **10** business days after receiving the bond. If the TENANT does not receive a bond receipt from the RTBA within 15 business days of handing over the bond money, they should telephone the RTBA on 1300 137 164.

If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute must be listed here.

NAME: _____ AMOUNT: \$ _____

NAME: _____ AMOUNT: \$ _____

- Item 9: **TERM:** 12 MONTHS FIXED TERM AGREEMENT
- Item 10: **COMMENCEMENT DATE:** 15/06/2019
- Item 11: **TERMINATION DATE:** 14/06/2020
- Item 12: **PERIODIC:** Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, or a new fixed term is entered into by all parties as Outlined above, the agreement will continue as a periodic tenancy.

PARTICULARS OF LEASE – PART 2 GENERAL CONDITIONS

From here on in, the term "tenant" is deemed to include: the tenants as named on the schedule and anyone on the premises with the tenants consent – including but not limited friends, family and invitees.

2. CONDITION OF THE PREMISES

The **LANDLORD** must:

- (a) Ensure that the premises are maintained in good repair, and
- (b) If the **LANDLORD** owns or controls the common areas, take reasonable steps to ensure that the Common Areas are maintained in good repair.

3. DAMAGE TO THE PREMISES

- (a) The **TENANT** must ensure that care is taken to avoid damaging the rented premises and common areas.
- (b) The **TENANT** who becomes aware of damage to the rented premises must give notice to the **LANDLORD** of any damage to the premises immediately (within 24 hours). Damage includes standard breakages and any defects in the premises that might injure a person or cause damage to the premises.
- (c) If the **TENANT** accidentally or deliberately causes damage, the **TENANT** will indemnify the **LANDLORD** for the direct expense and loss incurred as a result, (fair wear and tear excepted). If the **TENANT** is negligent and is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, the **TENANT** will indemnify the **LANDLORD**, to the extent that the **TENANT** is negligent, for any damages the **LANDLORD** has to pay and the cost and expense incurred as a result.

4. CLEANLINESS OF THE PREMISES

- (a) The **LANDLORD** must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the **TENANT** is to enter into occupation of the premises.
- (b) The **TENANT** must keep the premises in a reasonably clean condition during the period of Agreement.

5. USE OF PREMISES

- (a) The **TENANT** must not use or allow the premises to be used for any illegal purpose.
- (b) The **TENANT** must not use or allow the premises to be used in such a manner as to cause a nuisance Or cause an interference with the reasonable peace, comfort or privacy of any occupier of Neighbouring premises.
- (c) The **TENANT** must use the premises primarily as their home. If you also want to use the premises for some ancillary purpose - for example, to provide a home office for your business - The **TENANT** must ask in writing for permission beforehand. If permission is given, the **LANDLORD** may ask you to comply with reasonable conditions and, before your tenancy ends.

6. QUIET ENJOYMENT

- (a) The **LANDLORD** must take all reasonable steps to ensure that the **TENANT** has quiet enjoyment of the Premises.

7. ASSIGNMENT OR SUB-LETTING

- (a) The **TENANT** acknowledges that the person (s) named on this Tenancy Agreement are those who will Occupy the premises during the term of the agreement.
- (b) The **TENANT** must not assign or sub-let the whole or any part of the premises, or enter into a licence agreement for a fee or other benefit without the written consent of the **LANDLORD**. The **LANDLORD'S** consent does not have to be granted but must not be unreasonably withheld. A Bond Transfer form Must be completed in accordance with the Residential Tenancies Act 1997.
- (c) An Administration Fee is payable to First National Neilson Partners for a tenancy transfer at a cost of \$165.00 (\$150.00 + GST). Payment is due prior to the transfer being affected.

8. POOLS AND SPAS

- (a) No portable pools of any kind are to be erected at premises at any time. This includes but is not limited to inflatables, sandpit/pool combos, spas.

9. LEASE RENEWALS

- (a) The **TENANT** acknowledges that no promises, representations or warranties have been given by the **LANDLORD** or the Agent in relation to any further renewal of this Agreement.

10. KEYS / SECURITY / LOCKS

- (a) The **TENANT** acknowledges that due care has been taken by the **LANDLORD** and Agent to ensure That all keys held by previous occupiers of the property have been returned.
- (b) The **TENANT** may change the locks / alarm code at the premises, however, if changed, you must give the managing agent, duplicate keys/ new code as soon as practicable, (preferred within 24 hours).

11. INSURANCE

The **TENANT** acknowledges:

- (a) That the **LANDLORD'S** insurance policy does not provide cover for the **TENANT'S** possessions.
- (b) The **TENANT** must hold a contents insurance policy to adequately cover their own possessions.
- (c) That the **TENANT** shall not do or allow anything to be done which would invalidate any insurance Policy on the premises or increase the premium. (Example: the storage of flammable liquids).
- (d) The **TENANT** indemnifies the **LANDLORD** for any loss or damage caused to the premises by the Tenant and liability for injury or loss sustained by any person or a Person's property because of the negligence of the tenant.
- (e) If the **TENANT**, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or Bath fittings and the **LANDLORD** makes a claim on their insurance and has to pay an excess on the claim, the **TENANT** will reimburse the **LANDLORD** for the excess paid, if asked to do so.

12. PETS / ANIMALS

- (a) The **TENANT** shall not keep any bird, animal or pet on the premises without the written consent of the **LANDLORD** (either on a permanent or temporary basis).
- (b) Upon receiving a written request for a pet, the **LANDLORD** does not have to provide permission. If permission is given, it will be on the basis that the tenant accepts, abides by and signs off appropriate and reasonable extra lease conditions.

13. PLUMBING BLOCKAGES

- (a) The **TENANT (S)** hereby agrees to give immediate notice of any blockages or defects in drains, water services or sanitary systems. At no time should any item that could cause a blockage including (but not limited to) feminine hygiene products, cotton waste, paper towel, wipes, disposable nappies or excessive amounts of toilet paper be flushed down the sewerage, septic, stormwater or drainage systems.
- (b) The **TENANT** is responsible to pay all costs, charges and expenses that may be incurred in rectifying defects or blockages caused by the **TENANT/S** misuse or negligence.

14. GENERAL UPKEEP

- (a) The **TENANT (S)** must ask the **LANDLORD** in writing for permission before the installation of any goods, any alterations or additions to, or renovations at the premises. If permission is provided, the **LANDLORD** may ask you to comply with reasonable conditions. Examples of things which require permission may include (but will not be limited to): installation of cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, dishwasher, heating, a pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping.
- (b) The **TENANT** shall, at the **TENANTS** expense, replace with a similar type all lighting tubes, globes and down-lights to the premises which become defective during the term of the tenancy, unless the defect is proven to be caused by faulty wiring or a defective fitting. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, it is recommended that you engage a tradesman to do the replacement.
- (c) The **TENANT** agrees not to carry out any mechanical repairs or spray painting of any motor vehicle cycle, boat or other such object, in or around the premises. Oil trays are to be placed under any dripping cars at the tenant's expense. No immobile vehicles are to be kept at the premises.
- (d) The **TENANT** agrees that in the event that there is cracked or broken glass due to an accident by, or the negligence of the **TENANT**, that they are responsible for the immediate repair at their own expense
- (e) The **TENANT** is liable for any costs associated with the extermination of rats/vermin.
- (f) If you hang washing or other articles in the open air, you must use the clothes line provided, if any. If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners' corporation rules.
- (f) The **TENANT** will allow an 'Auction' or 'For Sale' sign on my premises at any time. The sign will be positioned so as not to interfere with your use of my premises.

15. SMOKE DETECTORS/ HEATERS

- (a) The **TENANT** must conduct regular checks to ensure smoke detectors are in proper working order – please Refer to your 'Maintenance 101' handbook for advice on how to check smoke alarms. **(Note: regular checks are a requirement for the safety of Occupants and security of the rented premises).**
- (b) If the **TENANT** becomes aware, or reasonably considers, a smoke detector or a heater at the premises is not, or may not be, in proper working order, they must notify the **LANDLORD** or the agent as soon as possible, preferably within 24 hours.
- (c) The **TENANT** must replace expired or faulty smoke detector batteries as required and in any event, replace smoke detector batteries at the expiry of each 12 months of the term or periodic tenancy.

You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must notify the **LANDLORD** or the agent, as soon as possible, preferably within 24 hours. Replacement batteries" are batteries that are new, a reputable brand, of appropriate durability.

- (d) If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility Of falling, being injured or both, it is recommended that you engage a tradesman for the replacement.

16. **SMOKING**

The **TENANT** acknowledges:

- (a) That the property is a smoke free zone and that no **TENANT** or **TENANT'S** guest is permitted to smoke inside. The **TENANT** must remove all cigarette butts from around the exterior of the home.
- (b) Compensation may be claimed should it be found that damage is caused to the premises as a direct result of smoking inside the home.

17. **GARDEN /LAWN MAINTENANCE**

The **TENANT** acknowledges:

- (a) That the **TENANT** is responsible for fully and regularly maintaining the garden area, in the state of repair and condition it was in at the start of the tenancy. Garden care includes (but may not be limited to) : mow the grass; water - subject to water restrictions - as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin
- (b) That parking on lawns, garden areas or the nature strip is prohibited. Compensation may be claimed if damage is caused to these areas as a direct result of a breach of this clause.
- (c) If the garden is watered by a watering system and/or by tank water, the **TENANT** will maintain the system and/or tank(s) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). If the **TENANT** causes damage to one or other or the both of them you must repair or replace what is damaged at your expense.
- (d) If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

18. **PHONE LINES / INTERNET SERVICE AND PROPERTY SUITABILITY**

The **TENANT** acknowledges:

- (a) The **LANDLORD** makes no warranty as to the availability of any phone line or internet service and the **TENANT** leases the property relying on their own enquiries.
- (a) No promises, representations, warranties or undertakings have been given by the **LANDLORD** or agent in relation to the suitability of the premises for the tenant's purposes or in respect to furnishings and fittings.

19. **STORAGE AND REMOVAL OF WASTE AND RUBBISH**

- (a) The **TENANT** must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and/or waste receptacles must be kept in the place specifically provided for the purpose (if any).
- (b) The **TENANT** must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

20. **CHANGING THE RENT**

- (a) If this is not a fixed term tenancy agreement, the **LANDLORD** may increase the rent by giving the **TENANT** 60 days' notice required by the Residential Tenancies Regulations 2008. The **LANDLORD** must not increase the rent more than once in every 6 months.
- (b) If the **TENANT** disagrees with a rent increase sought by the **LANDLORD**, the **TENANT** may apply to the Director of Consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.
- (c) If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, the **LANDLORD** will not increase the rent beyond that set out in this agreement before the fixed term ends. If this agreement DOES provide for a rent increase during the term, the **LANDLORD** will give you at least 60 days' notice of the increase, in the prescribed form.

21. **COMPANY AS A TENANT**

- (a) In the event that the **TENANT** is a company, the **TENANT** acknowledges that only one unrelated staff member (and his /her family) may reside at the premises at any one time to ensure compliance with building, health and council regulations.

22. TENANT REIMBURSEMENT LATE OR NON PAYMENT AND OR BOUNCED CHEQUE

- (a) If the **TENANT** fails to make a payment under the terms of this agreement on the due date for payment and the **LANDLORD** and/or the agent incurs fees and/or charges as a consequence of that failure, the
- (b) **TENANT** will reimburse the **LANDLORD** and/or the agent the full amount of those fees and/or charges, on demand. Likewise, the **TENANT** will pay to the Agent the sum of \$10.00 for bank charges incurred if the tenant makes any payment by cheque that is not passed for payment by the **TENANT'S** bank on the first presentation.

23. COMMENCEMENT OF LEASE

The **TENANT** acknowledges:

- (a) The commencement date of this lease Agreement is dependent upon the current occupant vacating and making the premises available by the due date.

24. INFLAMMABLE LIQUIDS AND SERVICING AND REPAIRS

The **TENANT** acknowledges:

- (a) The **TENANT** must not bring onto, or store, inflammable liquids, gases, automotive or machinery oils or lubricants at the premises. Examples of inflammable liquids and gases include but are not limited to motor fuels, kerosene, bottled gasses and illicit drug making ingredients.
- (b) The **TENANT** must not service or repair a vehicle or boat, of any description, at the premises, except for routine, minor maintenance. Routine, minor maintenance is limited to: cleaning, checking/adjusting tyre pressures, checking oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It **does not** include carrying-out lubrication, oil changing, replacing tyres or a battery or other, servicing whether in accordance with manufacturers' recommendations or not.

25. OWNERS CORPORATION RULES

The **TENANT** acknowledges:

- (a) If there is an owners' corporation for the premises, a copy of the current rules of it is attached to this tenancy agreement.
- (b) The **TENANT** must comply with the rules of the owners' corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.

26. ELECTRONIC SERVICE OF DOCUMENTS

The **TENANT** acknowledges:

- (a) That the **AGENT/ LANDLORD** may send some Notices via Electronic means and pursuant to the Electronic Transactions (Victoria) Act 2000, the Tenant acknowledges that this is a valid form of notice in writing.
- (b) The **TENANT** consents to the receiving of certain notices in writing via electronic means and provides a Current email address for the purpose of receiving such notices: - see final page.
- (c) The **TENANT** acknowledges that if they change email address during the term of the tenancy, it is the tenant's responsibility to notify the **AGENT / LANDLORD** in writing, of the new email address for the purpose of receiving Notices via electronic means. A failure to do so, shall not render said notices invalid.
- (d) The **LANDLORD** consents to the receiving of certain notices in writing via electronic means and provides A current email address for the purpose of receiving such notices: - see first page. **(4) Withdrawal of**
- (e) The **TENANT** or the **LANDLORD** may withdraw their consent under subclause (26) to electronic service of notices and other documents only by giving notice in writing to the other party.
- (f) Following the giving of notice under section (e), no further notices or other documents are to be served by electronic communication

VACATING THE PREMISES – PART 3

27. WRITTEN NOTICE TO VACATE

The **TENANT** acknowledges:

- (a) If the **TENANT** wishes to vacate the premises at the expiration of this Agreement, the **TENANT** shall give the Agent **WRITTEN** notice to vacate the premises 28 days prior to the expiration date of this Agreement.
- (b) If the **TENANT** remains in occupation of the premises after the expiration date of this Agreement, and does not enter a new fixed term Agreement, the **TENANT** must give written notice to vacate specifying a termination date that is not earlier than 28 days after the day on which the **TENANT** gives the notice.

28. RETURN OF KEYS AND OBLIGATION TO PAY RENT

The **TENANT** acknowledges:

- (a) It is the **TENANT'S** responsibility upon the termination of the Agreement to deliver all of the keys, any key cards or remote controls to the premises to the Agent's office and to continue paying rent until such time as the keys are received by the Agent.

29. TENANT CANNOT USE BOND MONEY TO PAY RENT

The **TENANT** acknowledges:

- (a) That the Residential Tenancies Act 1997 provides the **TENANT** may not refuse to pay rent on the ground a **TENANT** intends to regard the bond as rent paid in respect of the premises.
- (b) The **TENANT** acknowledges the Residential Tenancies Act 1997 permits the Victorian Civil and Admin. Tribunal to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

30. CLEANING CARPETS UPON VACATING THE PREMISES

The **TENANT** acknowledges:

- (a) If new carpet has been installed or the existing carpet professionally dry or steam cleaned at the commencement of the tenancy (and the **LANDLORD** or agent can produce a copy receipt for payment upon request), the **TENANT** will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the **LANDLORD** or agent with a receipt for payment of the work.
- (b) Clothes irons, hair straighteners/curlers, hot pots etc, should not be used or placed on the carpets at any time. Any damage caused by the use of such items will be rectified at the cost of the tenant.

31. PROMOTIONAL BOARDS

The **TENANT** acknowledges:

- (a) The **TENANT** will allow a 'For Lease' sign on the premises during the final month of the tenancy. The sign will be positioned so as not to interfere with your use of my premises.

32. CHANGES IN OCCUPATION OF PREMISES / LEASE BREAK

The **TENANT** acknowledges:

- (a) If during the term of the tenancy the people in occupation of the premises need to change, the **TENANT** must as soon as practicable notify the **LANDLORD** or **AGENT** in writing.
- (b) If the **TENANT** assigns the tenancy/sub-lets, contrary to clause 7, or if the **TENANT** abandons the premises or cancels the tenancy, the **TENANT** may be required to reimburse the **LANDLORD'S** re-letting expenses including:
- * advertising or marketing expenses incurred;
 - * a pro-rata letting fee;
 - * rental data base checks on applicants;
 - * Condition Report Photographs
 - * rent until such time as the lease is assigned or expiry of the tenancy, whichever first occurs.

The **LANDLORD** must take reasonable steps to mitigate any loss arising from the **TENANT'S** default.

PLEASE CONTACT YOUR PROPERTY MANAGER TO DISCUSS THE SITUATION.

******* PLEASE NOTE: The TENANT cannot seek permissions or give any notices via SMS messaging *******

33. National Rental Affordability Scheme (NRAS) Conditions

The **TENANT** acknowledges and covenants that:

- (a) the premises are leased to the **TENANT** on the basis that the following people will occupy:
- (i) 2 adult(s), namely : Nyanchol Deng and Atong Deng
 - (ii) 3 financially dependant children under 18 years namely: Ayen Garang DOB 05/06/2008
Adut Ajok DOB 09/02/2010
Ajok Garang DOB 10/02/2014
- (b) the gross total income of the household for the 12 month period ending on the first day of the fixed tenancy period is less than \$150,060.
- (c) The **TENANT** warrants that the intended occupants and gross total income of the household referred to in (c) above are correct. The **TENANT** must not permit anyone else to take or share occupation of the premises without the **LANDLORD'S** written consent in its absolute discretion.

34. Tenant's acknowledgments

The **TENANT** acknowledges and covenants that:

- (i) as at the date of this agreement the premises is an approved rental dwelling under the National Rental Affordability Scheme (Scheme) established by the National Rental Affordability Scheme Act 2008 (Cth) and related Commonwealth and State legislation;
- (ii) this agreement is subject to the Scheme;
- (iii) the **LANDLORD** has agreed to let the premises to the **TENANT** in reliance on information provided by the **TENANT**, including information to establish that the **TENANT** is an eligible residential tenant under the Scheme, and that the **LANDLORD** would not have let the premises to the **TENANT** if it were not an eligible residential tenant under the Scheme;
- (iv) if the **LANDLORD** agrees to allow the **TENANT** to remain in occupation of the premises after the end of the fixed period of this agreement it will do so only if the **TENANT** remains an eligible residential tenant under the Scheme throughout the fixed period and will remain so after the end of the fixed period; and
- (v) the **LANDLORD** may suffer significant financial loss if the **TENANT** is not an eligible residential tenant under the Scheme or otherwise breaches any of the warranties set out below.

35. Tenant's warranties

(d) The **TENANT** warrants that:

- (i) all information that the **TENANT** (or anyone acting on the **TENANT**'s behalf) has given to the **LANDLORD** (or anyone acting on the **LANDLORD**'s behalf, including the **LANDLORD**'s managing agent, the **LANDLORD**'s solicitors and other advisors) on or before the date of this agreement is true, complete and not misleading in any way;
- (ii) it will promptly notify the **LANDLORD**'s managing agent if any of the information referred to in the previous clause is or becomes inaccurate or misleading;
- (iv) it will promptly, honestly and fully answer all questions the **LANDLORD** or the **LANDLORD**'s managing agent asks the **TENANT**, including information required from time to time to determine whether the **TENANT** is and will remain an eligible residential tenant under the Scheme and to otherwise meet the requirements of the Scheme."

36. Assessment of Eligibility

During the term of this lease, the **TENANT** must provide to the **LANDLORD** or to the **LANDLORD**'s agent at any time upon request and at least once in every period of 12 months, within 14 days of being asked for it and in such form as the **LANDLORD** or the **LANDLORD**'s agent may specify, documentation and information concerning NRAS compliance requirements, including but not limited to:

- (i) NRAS income questionnaire;
- (ii) supporting income documentation for the previous 12 months; and
- (iii) NRAS tenant consent/demographic form

to show that the **TENANT** continues to meet the eligibility requirements of NRAS.

SIGNING AND ACCEPTANCE OF TERMS – PART 4

Signature of **LANDLORD**:  For and on behalf of the Landlord

Signature of **TENANT 1**:  Date: 7/8/19

Tenant 1 Email Address: _____



**first
national**
REAL ESTATE

| Neilson Partners

Auth	AH
Date	07032018

1 of 1
303.7

RENT PAYMENT OPTIONS

First National Real Estate Neilson Partners enforces a strict 'Zero Tolerance Rent Arrears Policy.'

The rent amount payable is: \$1,272.00 Monthly which must always be paid in advance.
Your first payment is due on or before: 15/06/2018

Paying Monthly - Your rent is due on the same DATE of each month (ie: 3rd, 4th, 5th).

Paying Fortnightly - Your rent is due on the same DAY each fortnight, with your first fortnightly payment due exactly two weeks after 15/06/2018

1) DIRECT DEBIT OR INTERNET BANKING

If you wish to pay via the Internet or a Direct Debit, details are as follows;

BSB: 633-000

ACCOUNT NO.: 120353073

ACCOUNT NAME:

Facey P/L, T/As First National Real Estate Neilson Partners Rental Trust Account.

REFERENCE CODE:

ATLA3023DENG

Please ensure your reference code is quoted EVERY time that you transfer or deposit your rent into our account. It is wise to arrange your transfer 3-4 days earlier than due to allow for delays and ensure that your payment arrives on time.

2) BENDIGO BANK

If you wish to pay at a Bendigo bank branch, please advise our receptionist and we will provide a Bendigo bank book with your Reference number. Their office hours are 9-5pm Monday-Friday and 9-12pm Saturday morning.

3) CHEQUES / MONEY ORDER

We accept Money Orders or Cheques at the office, or they may be posted.

PLEASE NOTE

As a safety policy, we do not accept cash over our counter. Receipts will not be mailed unless requested. Rent is always payable in advance on or before the due date as stated in your tenancy agreement. Kindly note, we do not accept responsibility for cash, keys or cheque's left at our office out of business hours.