SPECIAL CONDITION

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008-

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Property Address: 123 MANDALAY CIRCUIT, BEVERIDGE VIC 3753

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

The terms of this contract are contained in the:

- Particulars of sale;
- Special conditions, if any; and
- General conditions (as set out in Form 2 of the **Estate Agents (Contracts) Regulations 2008)**; and
- Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of the terms of this contract.

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- the property is used primarily for industrial or commercial purposes;
- the property is more than 20 hectares in size and is used primarily for farming;
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body

NOTICE TO PURCHASER OF PROPETRTY "OFF THE PLAN"

You are notified under Section 9AA(1A) of the Sale of Land Act 1961, that

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign this contract of sale and the day on which you become the registered proprietor.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER/S .....

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

Print name(s) of person(s) signing:

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

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

SIGNED BY THE VENDORS..... on ...../..... /2025

Print name of person signing: **METIN EKREM TURKOZU and STEPHANIE LOUISE TURKOZU**

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

STONE REAL ESTATE
of: 1/75 Church Street, Whittlesea Vic 3757

Tel: 9716 2000 Mobile: 0438 130 473
Ref: Jenni Ter Haar Email: Jenniterhaar@stonerealestate.com.au

VENDORS

METIN EKREM TURKOZU and STEPHANIE LOUISE TURKOZU
of:

VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER

LANDMARK CONVEYANCING GROUP PTY LTD
of 41 Sandalwood Avenue, Hillside Vic 3037

Tel: 8361 6945
Ref: VT Email: vesna-landmark@dodo.com.au

PURCHASER/S

of

PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

of

Tel: Fax:
Ref: Email:

PROPERTY ADDRESS

The address of the property is: **123 MANDALAY CIRCUIT, BEVERIDGE VIC 3753**

LAND (General Conditions 3 & 9)
The land is –
Described in the table below -

Certificate of Title reference	Being lot	On plan
Volume 11321 Folio 078	Lot 288	PS617320S

OR
described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement, if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND
(General Condition 2.3(f)) (List or attach a Schedule)

Chattels: **All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.**

PAYMENT
(General Condition 11)
Price $

Deposit $_____ by (of which $ has been paid)

Balance $ payable at settlement
==========

GST (General Condition 13)

_____

The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business'** or '**going concern'** in this box: _____

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box: _____

GST – RESIDENTIAL WITHHOLDING PAYMENT

If the property being sold is new residential premises or potential residential land and the Vendor is making a taxable supply, then Special Condition 8 applies.

Irrespective of whether or not the property is a new residential premises or potential residential land, the vendor must give the purchaser a Notice pursuant to S.14-555 of Schedule 1 to the **Taxation Administration Act 1953 (Cth).**

NOTICE TO THE PURCHASERS

GST WITHHOLDING in accordance with Section 14-255 of Schedule 1 to the Taxation Administration 1953 (Cth)

The purchaser is not required to withhold GST at settlement as the property is an existing residential premises or commercial residential premises / Vendor not registered or required to be registered for GST.

SETTLEMENT
(General Condition 10)

Is due on / /

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of :
The above date **or**
14 days after the vendor gives notice to the purchaser that the Occupancy Permit has issued.

LEASE
(General Condition 1.1) _____

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1,
If '**subject to lease**' then particulars of the lease are:

~~Refer attached copy Lease/Tenancy Agreement~~

TERMS CONTRACT
(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions: _____

LOAN
(General Condition 14)

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount: $

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words 'special conditions' appear in this box: SPECIAL CONDITION

GUARANTEE and INDEMNITY

I/We,..... of .....

and ..... of .....

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

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

(c) by time given to the Purchaser for any such payment performance or observance;

(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this ..... day of ..... 20.....

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

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

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words **'Special conditions'** appear in this box:

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

1. Purchaser's inspection and investigation.

1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:

1.1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.

1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.

1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and

1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.

1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

WARRANTY BY VENDOR

1.2 The Vendor gives no warranty:

1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.

1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use

1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations

1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.

1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

CLAIMS BY PURCHASER

1.4 The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:

1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.

1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.

1.4.3 The nature of quality and classification of the soil and subsoil of the land.

1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

2. Nomination

General condition 4 of the contract of sale is added:

2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

2.2 The nominee must pay to the Vendor's representative an amount of $220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.

3. Extension/Variation request

The Purchaser must pay to the Vendor's representative an amount of $220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to each extension or variation to the finance approval date, deposit payment due date, or settlement date, as requested by the Purchaser and consented to by the Vendor. This payment is payable at the time of settlement for each request made.

4. Rescheduled Settlement

4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.
4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of $220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

5. Adjustments

5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than 3 business days preceding the settlement date
5.2 Should there be a delay by the Purchaser in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the Contract. As a result of this default, the Purchaser will incur an administration fee of $220.00 (inclusive of GST) payable to the Vendor's representative for the delay.

6. Duties Form

6.1 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.
6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of $220.00 (inclusive of GST).
6.3 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of $110.00 (inclusive of GST) for each amendment.

7. Default not remedied

General conditions 35.4 of the contract of sale is added:
Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

7.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
7.2 Penalties, interest, and charges incurred as a result of not being settle a purchase of another property; and
7.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

8. Amendments

General Condition 6.1 is amended by deleting the words "in the month and year set out the header of this page" and adding the word "latest" which reads as follows "The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the latest form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd".

9. GC 23 – special condition

For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

10. GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

Contract of Sale of Land - General Conditions
Contract Signing

1 ELECTRONIC SIGNATURE

1.1 In this general condition “electronic signature “means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their be half, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

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

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

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

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

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

date for settlement.

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

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

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

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

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

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

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

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

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

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

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

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

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

general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

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

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

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

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

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

(a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

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

(a) settlement;

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

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

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

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after

settlement on the property.

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

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

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

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

(a) the settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.

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

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

payment of the amount.

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

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

(a) settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service'

have corresponding meanings.

28. NOTICES

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

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

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

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

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

Vendor's Statement to the Purchaser of Real Estate
Pursuant to Section 32 of the Sale of Land Act ("the Act")

VENDORS: **METIN EKREM TURKOZU and STEPHANIE LOUISE TURKOZU**

PROPERTY: **123 MANDALAY CIRCUIT, BEVERIDGE VIC 3753**

Certificate of Title – Volume 11321 Folio 078

Important Notice to the Purchaser

The use to which you propose to put the property may be prohibited by Planning or Building Controls applying to the locality or may require the consent or permit of the Municipal Council or other Responsible Authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

You may be liable to pay a Growth Areas Infrastructure Contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the Contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempted from a Growth Areas Infrastructure Contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy. Not Applicable.

1.1 **BUILDING APPROVALS -** Particulars of any Building Approval granted during the past seven years under the Building Control Act 1981 or the Building Act 1993 (where the property includes a Residence):

No such permit has issued.

1.2 **GUARANTEE** - Where the property includes a Residence, details of an Owner-Builder during the past seven years under the House Contracts Guarantee Act 1987:

No such Guarantee has been issued.

1.3 **INSURANCE** - Where the property includes a Residence constructed within the preceding six years, details of the required Insurance pursuant to Section 137B of the Building Act 1993:

No such Insurance has been effected.

1.4 **COMMERCIAL and INDUSTRIAL PROPERTY TAX REFORM ACT 2024 (Vic) (CIPT Act)**

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows: AVPC No. 110

(b) Is the land tax reform scheme land within the meaning of the CIPT Act? ☐___YES ☒NO

(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows: Date: OR ☒____Not applicable

2. **RESTRICTIONS -** Information concerning any Easement, Covenant or similar restriction affecting the property, registered or unregistered, are as follows:

Are set out in the attached copies of title document/s.

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

3. **PLANNING & ROAD ACCESS -** Information concerning any Planning Instrument is as follows:

Property Report contained in the attached statement.

The Property is not outside the Melbourne Metropolitan Area, as defined in the Act.
The Planning Instrument does not prohibit the construction of a Dwelling on the land.
There is access to the Property by Road.

4. **OUTGOINGS & STATUTORY CHARGES -** Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

Their total does not exceed $4,000.00

Contained in the attached statement.

5. **NOTICES -** Particulars of any Notice, Order, Declaration, Report or Recommendation of a Public Authority or Government Department or Approved Proposal affecting the Property of which the Vendor might reasonably be expected to have knowledge, including any:

a. affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision containing an Owners Corporation, including any relating to the undertaking of any repairs to the property.
b. Quarantine or Stock Order imposed under the Stock Diseases Act, 1968 (whether or not the Quarantine or Order is still in force.
c. Notice pursuant to Section 6 of the Land Acquisition and Compensation Act, 1986.

None to the Vendor's knowledge.

6. **SERVICES –** The following services.

Electricity	Available	Provider of Purchasers Choice
Gas	Available	Provider of Purchasers Choice
Water	Yes	Yarra Valley Water
NBN	Available	Provider of Purchasers Choice

Warning to the Purchaser: You should check with the appropriate Authorities as to the availability, and costs, of providing any essential service not connected to the Property.

7. **TITLE -** Attached are copies (or an Authorized Reproduction of the Folio/s of the Register) of the following document/s concerning Title:

A copy of the Certificate of Title Volume 11321 Folio 078;
Plan of Subdivision PS617320S;
Transfer of Land AY451844W;
Covenant PS617320S;
Agreement Section 173 AG754756L and AG754783H;
Notice Section 45 Melbourne Strategic Assessment AT390565G.

8. OWNERS CORPORATION ACT 2006 -

The land **IS NOT** affected by an Owners Corporation, and a copy of the current Owners Corporation Certificate and documents required to accompany the Owners Corporation Certificate under section 151(4) (b) of the Act.

9. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION**

You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution or an approval has been given for staged payment of the contribution. The transfer may also be exempted from a growth area infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

10. **BUSHFIRE PRONE AREA**

This land is/is not within a bushfire- prone area within the meaning of the regulations made under the Building Act 1993 (*Delete as appropriate)

11. **DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

Details of any energy efficient information required to be disclosed for the sale, lease or sublease of a property for a disclosure affected building or area of building as defined by the ***Building Energy Efficiency Disclosure Act 2010 (Cth)*** –

a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or other information-based activities and support facilities for those activities; and

b) whose area is greater than 2,000m2

NOTE: Some office buildings or areas of buildings are not disclosure affected if they are: mixed use buildings with less than 75% office space by net lettable area; new buildings, where there is a certificate of occupancy less than 2 years old; strata-titled buildings; transferred through the sale of shares or units of interest; leased in a short term lease, ie for a period of less than 12 months; or leased by exercising an option to renew or extend an existing lease.

are as follows (Delete as appropriate):-

1. Building Energy Efficiency Certificate attached

or

2. Nil

12. **DUE DILIGENCE CHECKLIST**

Contained in the attached statement.

PLEASE NOTE: Where the property is to be sold on Terms pursuant to Section 32(2)(f) of the Act and/or sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

The day of this Statement is the …… 16/08/2025

Metin Turkozu

Signed by the Vendors……

METIN EKREM TURKOZU

Stephanie Turkozu

14/08/2025

……..

STEPHANIE LOUISE TURKOZU

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

The day of this Acknowledgement is the ……day of……..2025

Signed by the Purchaser/s……

……..

Vendors:

METIN EKREM TURKOZU and STEPHANIE LOUISE TURKOZU

SECTION 32 STATEMENT

Property: 123 MANDALAY CIRCUIT, BEVERIDGE VIC 3753

Vendor's Conveyancer:

Landmark Conveyancing Group Pty Ltd
Vesna Tanevski
41 Sandalwood Avenue
Hillside Vic 3037

Ph: 8361 6945
Ref: VT:

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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 11321 FOLIO 078 Security no : 124126771304H
Produced 01/08/2025 03:56 PM

LAND DESCRIPTION

Lot 288 on Plan of Subdivision 617320S.
PARENT TITLE Volume 11300 Folio 342
Created by instrument PS617320S Stage 8 05/12/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
METIN EKREM TURKOZU
STEPHANIE LOUISE TURKOZU both of 123 MANDALAY CIRCUIT BEVERIDGE VIC 3753
AY451844W 30/09/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY451845U 30/09/2024
MACQUARIE BANK LTD

COVENANT PS617320S 05/12/2011

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
AG754756L 15/09/2009

AGREEMENT Section 173 Planning and Environment Act 1987
AG754783H 15/09/2009

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020
AT390565G 01/07/2020

DIAGRAM LOCATION

SEE PS617320S 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: 123 MANDALAY CIRCUIT BEVERIDGE VIC 3753

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 30/09/2024

OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION 1 PLAN NO. PS617320S

DOCUMENT END

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PLAN OF SUBDIVISION

EDITION 66

PS 617320S

LOCATION OF LAND

PARISH:	MERRIANG	
TOWNSHIP:	BEVERIDGE	-
SECTION:	-	-
CROWN ALLOTMENT:	69 (PART), 70 (PART) & 71 (PART)	-
CROWN PORTION:	-	13 (PART)
TITLE REFERENCE:	VOL 12277 FOL 629	
LAST PLAN REFERENCE:	PC370188A	
POSTAL ADDRESS: (at time of subdivision)	CAMERONS LANE BEVERIDGE 3753	
MGA CO-ORDINATES: (of approx centre of land in plan)	E: 318 550 N: 5 850 600	ZONE:55

Council Name: MITCHELL SHIRE COUNCIL

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1-R9, R12, R14-R21, R23, R27-R56, R60, R61, R63-R67, R81, R97	MITCHELL SHIRE COUNCIL
RESERVE No.1-7, 11-16, 18-24, 28-29, 31-32, 34, 36-37, 40-41, 43, 47, 50-51, 53-56, 58-61, 66-71, 73, 75, 76, 81, 84 & 85	MITCHELL SHIRE COUNCIL
RESERVE No.8-10, 17, 25-27, 30, 35 & 38-39	SPI ELECTRICITY PTY LTD
RESERVE No.33	YARRA VALLEY WATER LIMITED
RESERVE No.42, 46, 48, 52, 57, 64, 65, 72, 74, 77, 79, 80, 82 & 83	AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 064 651 118)

STAGING:
This is a staged subdivision.

WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958.

NOTATIONS

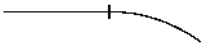
DEPTH LIMITATION DOES NOT APPLY

SURVEY:

This plan is based on survey **vide BP2120T & PS617320S/S37 & PS617320S/S46**

This survey has been connected to permanent marks no(s) **4, 10, 14 & 45**
In Proclaimed Survey Area No. **74**

TANGENT POINTS ARE SHOWN THUS:



LOTS 301 TO 901, 917, 929 TO 1200, 1237 TO 1400, 1445 TO 1500, 1545 TO 1600, 1635 TO 1700, 1747 TO 1800, 1818 TO 1900, 1911 TO 2000, 2041 TO 2100, 2151 TO 2300, 2373 TO 2700, 2739 TO 2800, 2834 TO 2900, 2929 TO 3000, 3034 TO 3100, 3144 TO 3200, 3237 TO 3300, 3332 TO 3400, 3435 TO 3500, 3532 TO 3600, 3632 TO 3700, 3745 TO 3800, 3857 TO 3900, 3939 TO 4000, 4037 TO 4100, 4139 TO 4200, 4238 TO 4300, 4353 TO 4400, 4423 TO 4500, 4519 TO 4600, 4622, 4647 TO 4700, 4732 TO 4800, 4839 TO 4900, 4928 TO 5000, 5022 TO 5100, 5129 TO 5200, 5232 TO 5300, 5336 TO 5400, 5439 TO 5500, 5536 TO 5600, 5641 TO 6000, 6018 TO 6100, 6130 TO 6300, 6318 TO 6400, 6452 TO 6500, 6520 TO 6600, 6624 TO 6700, 6728 TO 8100, 8150 TO 9700, B, S1, S2 AND S4 TO S33, S35 TO S70 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG	THIS PLAN	MITCHELL SHIRE COUNCIL
E-1	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
E-2	POWERLINE	SEE DIAG	THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD
E-3	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
E-4	DRAINAGE	SEE DIAG	THIS PLAN	MITCHELL SHIRE COUNCIL
		CONTINUED ON SHEET 2		

MANDALAY

MASTERPLAN

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 01/10/24 REFERENCE: AA0015
DRAWING: CM0052AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 1 OF 104

Lyssna Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Level 4, 4 Ross Place,
South Melbourne 3205 Australia
LyssnaGroup.com

THIS IS A LAND USE VICTORIA COMPILED PLAN
FOR DETAILS SEE MODIFICATION TABLE HEREIN

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PLAN OF SUBDIVISION

Plan Number
PS 617320S

Easement Information

Legend: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance; A – Appurtenant Easement; R – Encumbering Easement (Road)

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-5	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
E-5	POWERLINE	SEE DIAG	THIS PLAN-SECTION 88 ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD
E-6	DRAINAGE	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-6	WATER SUPPLY	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
E-7	DRAINAGE	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-7	WATER SUPPLY	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
E-7	POWERLINE	SEE DIAG	THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD
E-8	DRAINAGE	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-9	DRAINAGE	SEE DIAG	THIS PLAN	MITCHELL SHIRE COUNCIL
E-9	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
E-9	POWERLINE	SEE DIAG	THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD
E-10	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
E-10	DRAINAGE	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-11	DRAINAGE	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-11	POWERLINE	SEE DIAG	THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD
E-12	SUPPLY OF WATER BY PIPELINE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
E-12	SUPPLY OF GAS	SEE DIAG	THIS PLAN	VIC GAS DISTRIBUTION PTY LTD
E-12	POWERLINE	SEE DIAG	THIS PLAN-SEC 88 ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD
E-12	TRANSMISSION OF TELECOMMUNICATION SIGNALS BY UNDERGROUND CABLE	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN
E-13	AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS INSTRUMENT No.AA1107	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-14	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
E-14	AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS INSTRUMENT No.AA1107	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-15	DRAINAGE	SEE DIAG	THIS PLAN	MITCHELL SHIRE COUNCIL
E-15	DRAINAGE	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-16	DRAINAGE	SEE DIAG	THIS PLAN	MITCHELL SHIRE COUNCIL
E-16	DRAINAGE	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-16	POWERLINE	SEE DIAG	THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD
E-17	DRAINAGE	SEE DIAG	THIS PLAN	MITCHELL SHIRE COUNCIL
E-17	POWERLINE	SEE DIAG	THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD
E-18	CARRIAGEWAY	SEE DIAG	THIS PLAN	VOL 11161 FOL 382
E-19	SUPPLY OF WATER BY PIPELINE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION

CONTINUED ON SHEET 3

MANDALAY

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 2
Original sheet size A3

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PLAN OF SUBDIVISION

PS 617320S

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-20	DRAINAGE	SEE DIAG	THIS PLAN	MITCHELL SHIRE COUNCIL
E-20	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-21	DRAINAGE	SEE DIAG	THIS PLAN	MITCHELL SHIRE COUNCIL
E-21	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-21	SUPPLY OF WATER BY PIPELINE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-22	DRAINAGE (MCP AA1107 APPLIES)	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-23	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-23	DRAINAGE (MCP AA1107 APPLIES)	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-24	DRAINAGE	SEE DIAG	THIS PLAN	MITCHELL SHIRE COUNCIL
E-24	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
E-25	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-26	POWERLINE	SEE DIAG	THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD ABN 91 064 651 118
E-27	DRAINAGE	SEE DIAG	THIS PLAN	MITCHELL SHIRE COUNCIL
E-27	POWERLINE	SEE DIAG	THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD ABN 91 064 651 118
E-28	POWERLINE	SEE DIAG	THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD
E-28	DRAINAGE	SEE DIAG	THIS PLAN	MITCHELL SHIRE COUNCIL
E-28	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-81	PARTY WALL	0.15	THIS PLAN	LAND IN RELEVANT ADJOINING LOT
E-82	DRAINAGE	SEE DIAG	THIS PLAN	MITCHELL SHIRE COUNCIL
E-83	PARTY WALL	0.15	AM313410K	LAND IN RELEVANT ADJOINING LOT
E-84	PARTY WALL	0.13	THIS PLAN	LAND IN RELEVANT ADJOINING LOT
E-85	DISTRIBUTION OF ELECTRICITY (BY UNDERGROUND CABLES)	SEE DIAG.	AW294287T	AUSNET ELECTRICITY SERVICES PTY LTD

MANDALAY

Lyssna Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia
LyssnaGroup.com

LICENSED SURVEYOR: ANDREW J. REAY

DATE:	05/02/21	REFERENCE:	AA0015	ORIGINAL SHEET SIZE: A3
DRAWING:	CM0065AA	DRAWN BY:	LS	SHEET 3

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PLAN OF SUBDIVISION

PS 617320S

KEY SHEET

LOT OR RESERVE NUMBER	SHEET NUMBER
Lot A	6
Lot C	6, 75
Lots 1 to 4 & 14 to 20	8
Lots 5 to 13 & 21 to 37	9
Lots 38 to 47	7
Lots 48 to 53, 70 to 75, 83, 84, 91 & 92	10
Lots 54 to 59, 76 to 81, 85 to 89 & 93 to 97	11
Lots 60 to 69, 82, 90, 98 & 99	12
Lots 100 to 104, 116 to 121 & 136 to 138	14
Lots 105 to 115 & 122 to 135	15
Lots 139 to 144 & 160 to 173	17
Lots 145 to 159	18
Lots 174 to 186 & 203 to 206	19
Lots 187 to 202	20
Lots 207 to 211 & 239 to 244	21
Lots 212 to 238	22
Lots 245 to 260	23
Lots 261 to 278	24
Lots 279 to 300	25
Lots 902 to 916 & 918 to 928	37
Lots 1201 to 1236	76
Lots 1401 to 1408, 1412 to 1424 & 1426 to 1444	28
Lots 1409 to 1411 & 1425	29
Lots 1520, 1521 & 1529 to 1544	32
Lots 1501 to 1519 & 1522 to 1528	33
Lots 1601 to 1634	41
Lots 1714 to 1736	30
Lots 1701 to 1713 & 1737 to 1746	31
Lots 1801 to 1817	49
Lots 1901 to 1910	48
Lots 2001 to 2007	46
Lots 2008 to 2040	45
Lots 2101 to 2150	50, 51
Lots 2301 to 2372	39, 75
Lots 2701 to 2738	51, 52
Lots 2801 to 2833	54
Lots 2901 to 2928	56
Lots 3001 to 3033	55
Lots 3101 to 3143	59, 60
Lots 3201 to 3236	61, 62
Lots 3301 to 3331	64
Lots 3401 to 3434	65, 66
Lots 3501 to 3531	67
Lots 3601 to 3631	70
Lots 3701 to 3744	70, 71
Lots 3801 to 3856	68, 72
Lots 3901 to 3938	73
Lots 4001 to 4036	74
Lots 4101 to 4138	77
Lots 4201 to 4237	79
Lots 4301 to 4352	80, 81
Lots 4401 to 4422	82
Lots 4501 to 4518	85
Lots 4601 to 4621, 4623 to 4646	83, 84
Lots 4701 to 4731	83, 94, 99
Lots 4801 to 4838	86, 99
Lots 4901 to 4927	89, 91, 92, 93, 97
Lots 5001 to 5021	91, 92, 93, 97

LOT OR RESERVE NUMBER	SHEET NUMBER
Lots 5101 to 5128	86, 91, 92, 93, 99
Lots 5201 to 5231	83, 86, 91, 94, 98, 99
Lots 5301 to 5335	94 - 99
Lots 5401 to 5438	95, 96
Lots 5501 to 5535	94, 95, 96
Lots 5601 to 5640	89, 92, 93, 97
Lots 6001 to 6017	58
Lots 6101 to 6129	57
Lots 6301 to 6317	63
Lots 6401 to 6451	87, 88
Lots 6501 to 6519	78
Lots 6601 to 6623	89, 92
Lots 6701 to 6727	90
Lots 8101 to 8149	42, 43, 44, 69
Lots 9701 to 9711	47
S3	7
S34	37, 39, 72, 75
S71 (PART 1)	6, 30, 36, 38, 39, 40, 47, 55, 87 - 90, 92, 97
S71 (PART 2)	6, 26, 27, 46
S71 (PART 3)	6, 25, 26, 34, 61, 62

LOT OR RESERVE NUMBER	SHEET NUMBER
Reserve No. 1 & 2	7
Reserve No. 3, 4 & 5	8
Reserve No. 4, 6, 7 & 8	9
Reserve No. 10 & 17	6
Reserve No. 11, 12 & 13	10
Reserve No. 13	11
Reserve No. 9, 13, 14, 15 & 16	12
Reserve No. 14	13
Reserve No. 17	30
Reserve No. 18, 19, 20, 21 & 22	14
Reserve No. 21	15
Reserve No. 19	16
Reserve No. 23	17
Reserve No. 24 & 25	18
Reserve No. 28, 29 & 30	20
Reserve No. 31 & 32	22
Reserve No. 27 & 33	26
Reserve No. 26	27
Reserve No. 34 & 35	28
Reserve No. 34	29
Reserve No. 35 & 36	31
Reserve No. 37	33
Reserve No. 38	37
Reserve No. 39 & 73	38
Reserve No. 40 & 41	41
Reserve No. 42	45
Reserve No. 43	47
Reserve No. 46	53
Reserve No. 47 & 48	59
Reserve No. 50	61
Reserve No. 51	62
Reserve No. 52	64
Reserve No. 53	65
Reserve No. 54 & 55	67
Reserve No. 56 & 59	70
Reserve No. 57	71
Reserve No. 58	59, 71
Reserve No. 61 & 65	57
Reserve No. 64	74
Reserve No. 60, 66 & 67	72
Reserve No. 68 & 72	39
Reserve No. 69	75
Reserve No. 70	81
Reserve No. 71	82, 86
Reserve No. 73	6, 38, 39, 87
Reserve No. 74	80
Reserve No. 75	79
Reserve No. 76	86
Reserve No. 77	86
Reserve No. 79	92
Reserve No. 80	90
Reserve No. 81	93, 97
Reserve No. 82 & 83	95
Reserve No. 84	93, 97
Reserve No. 85	97

KEY SHEET FOR EASEMENTS AND ROADS FOUND ON SHEET 5

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 01/10/24 REFERENCE: AA0015

DRAWING: CM0052AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3

SHEET 4

Lyssna Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Level 4, 4 Ross Place,
South Melbourne 3205 Australia
LyssnaGroup.com

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PLAN OF SUBDIVISION

PS 617320S

KEY SHEET

ROAD OR EASEMENT NUMBER	SHEET NUMBER
ROAD R1	7, 8, 9
ROAD R2	10, 11, 12, 13
ROAD R3	14, 15, 16
ROAD R4	17, 18
ROAD R5	19, 20
ROAD R6	21, 22
ROAD R7	23, 24
ROAD R8	25, 26
ROAD R9	37, 38
ROAD R12	76
ROAD R14	28, 29
ROAD R15	32, 33
ROAD R16	41
ROAD R17	30, 31
ROAD R18	49
ROAD R19	48
ROAD R20	45, 46
ROAD R21	50, 51
ROAD R23	38, 39, 75
ROAD R27	52, 53
ROAD R28	54
ROAD R29	56
ROAD R30	55
ROAD R31	59, 60
ROAD R32	61, 62
ROAD R33	64
ROAD R34	65, 66
ROAD R35	67
ROAD R36	70
ROAD R37	70, 71
ROAD R38	68, 72
ROAD R39	73
ROAD R40	74
ROAD R41	77
ROAD R42	79
ROAD R43	80, 81
ROAD R44	82
ROAD R45	85
ROAD R46	83, 84
ROAD R47	83, 94, 98
ROAD R48	86
ROAD R49	89, 91, 92, 97
ROAD R50	91, 92, 93, 97
ROAD R51	86, 91, 92, 93
ROAD R52	83, 86, 91, 94, 98, 99
ROAD R53	94 - 98
ROAD R54	94, 95, 96
ROAD R55	94, 95, 98
ROAD R56	89, 92, 93, 97
ROAD R60	58
ROAD R61	57
ROAD R63	63
ROAD R64	87, 88, 89
ROAD R65	78
ROAD R66	89
ROAD R67	90
ROAD R81	42, 43, 44
ROAD R97	47

ROAD OR EASEMENT NUMBER	SHEET NUMBER
E-1	7-12, 14-26, 28-33, 35, 36, 41, 47-49, 57, 63 & 72
E-2	6, 9, 10, 12-18, 20, 24-32, 35, 38, 41, 57 & 61
E-3	7-14, 16-20, 26, 29, 34-36, 39, 40, 41, 46, 47, 61 & 62
E-4	6, 10, 11, 25, 26, 27, 31, 33-36, 39 - 41, 56, 59, 60, 62, 63, 65-68, 70, 71, 73, 75, 79, 80, 87 - 93, 95 - 99
E-5	9, 10, 18, 29, 35
E-6	12, 14
E-7	12
E-8	13, 16, 27, 46
E-9	10, 12, 41
E-10	13, 16, 46
E-11	13, 16, 27, 29
E-12	17 - 21, 23 - 26
E-13	14, 15, 17, 19, 20, 23, 24, 25, 27, 29
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E-15	27
E-16	27
E-17	27
E-18	40
E-19	6, 38, 39
E-20	30, 37-39, 40, 45-58, 60-68, 70-75, 77, 79-83, 86-92 & 94-96, 99
E-21	41
E-22	50, 51
E-23	50, 51, 56
E-24	62
E-25	39, 54, 55, 59, 60, 62, 67, 72, 75, 78, 87-92, 96 & 99
E-26	70
E-27	70
E-28	5, 48
E-81	42, 43, 44 & 69
E-82	43, 44
E-83	43, 44 & 69
E-84	76
E-85	71

KEY SHEET FOR LOTS AND RESERVES
FOUND ON SHEET 4

MANDALAY

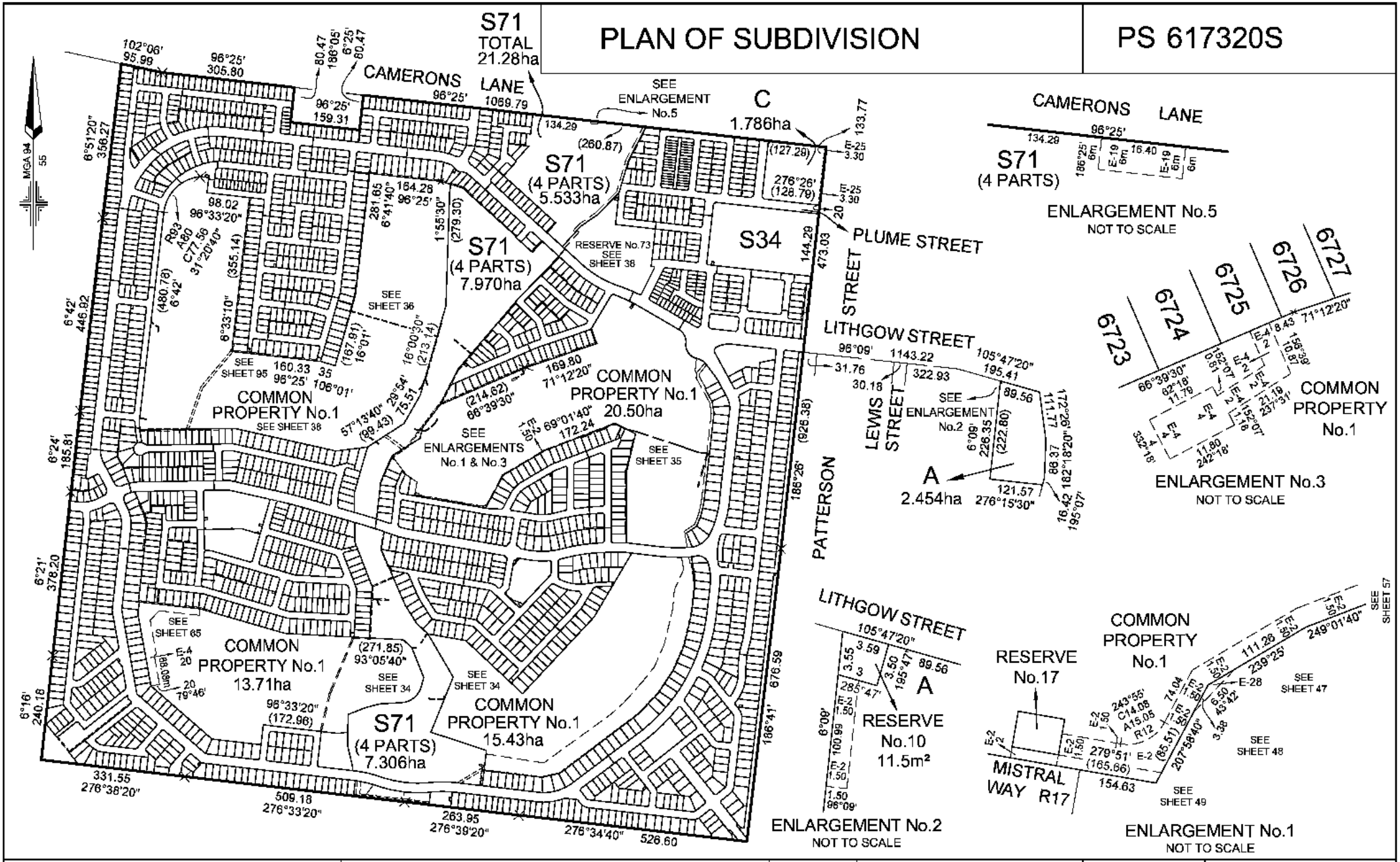
Lyssna Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Level 4, 4 Ross Place,
South Melbourne 3205 Australia
LyssnaGroup.com

LICENSED SURVEYOR: ANDREW J. REAY

DATE:	01/10/24	REFERENCE:	AA0015	ORIGINAL SHEET SIZE: A3
DRAWING:	CM0052AA	DRAWN BY:	BA	SHEET 5

PLAN OF SUBDIVISION

PS 617320S

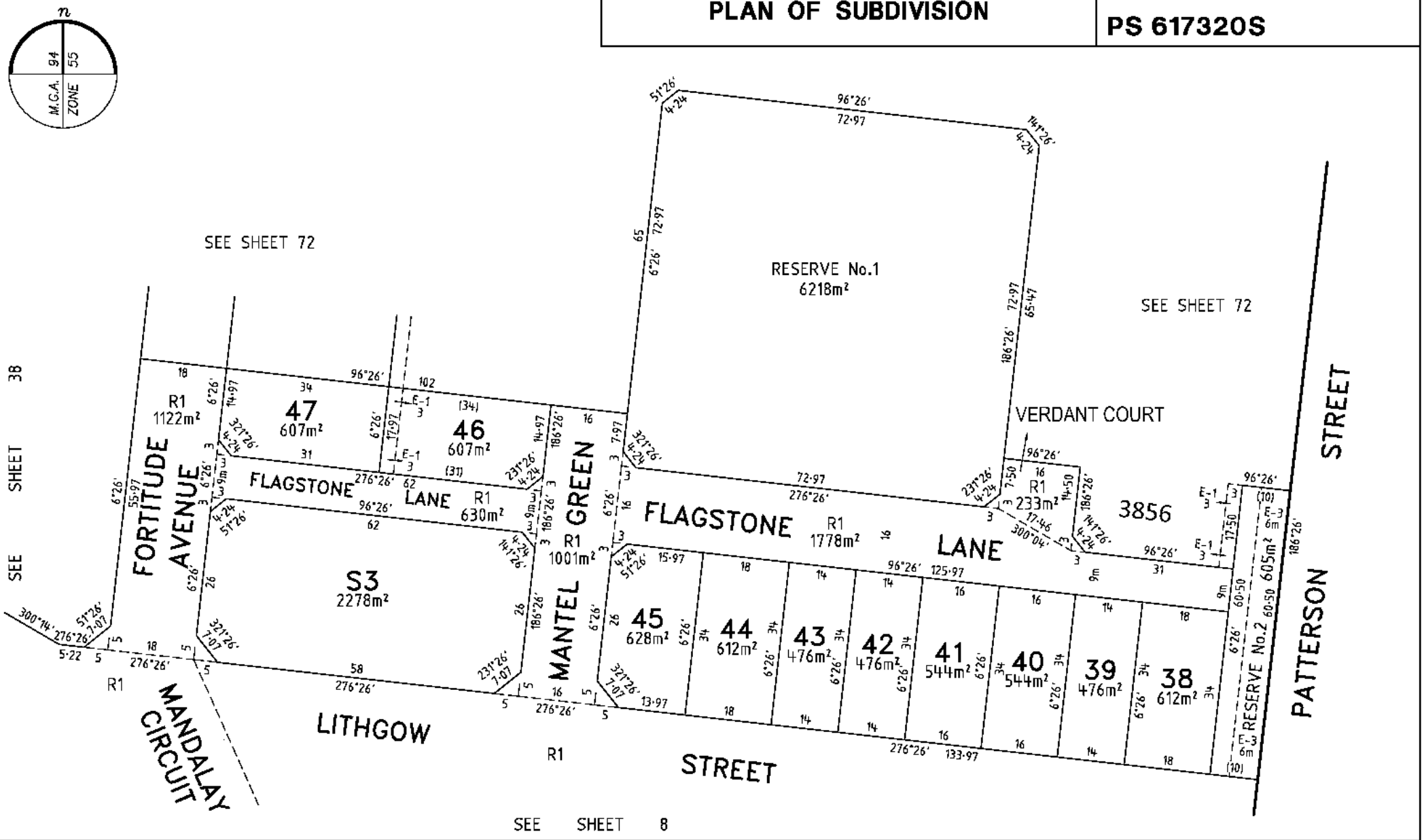


Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +613 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA	SCALE 1:8000	0 80 160 240 320 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 6

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PLAN OF SUBDIVISION

Plan Number
PS 617320S



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A.B.N 15 169 138 827
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16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

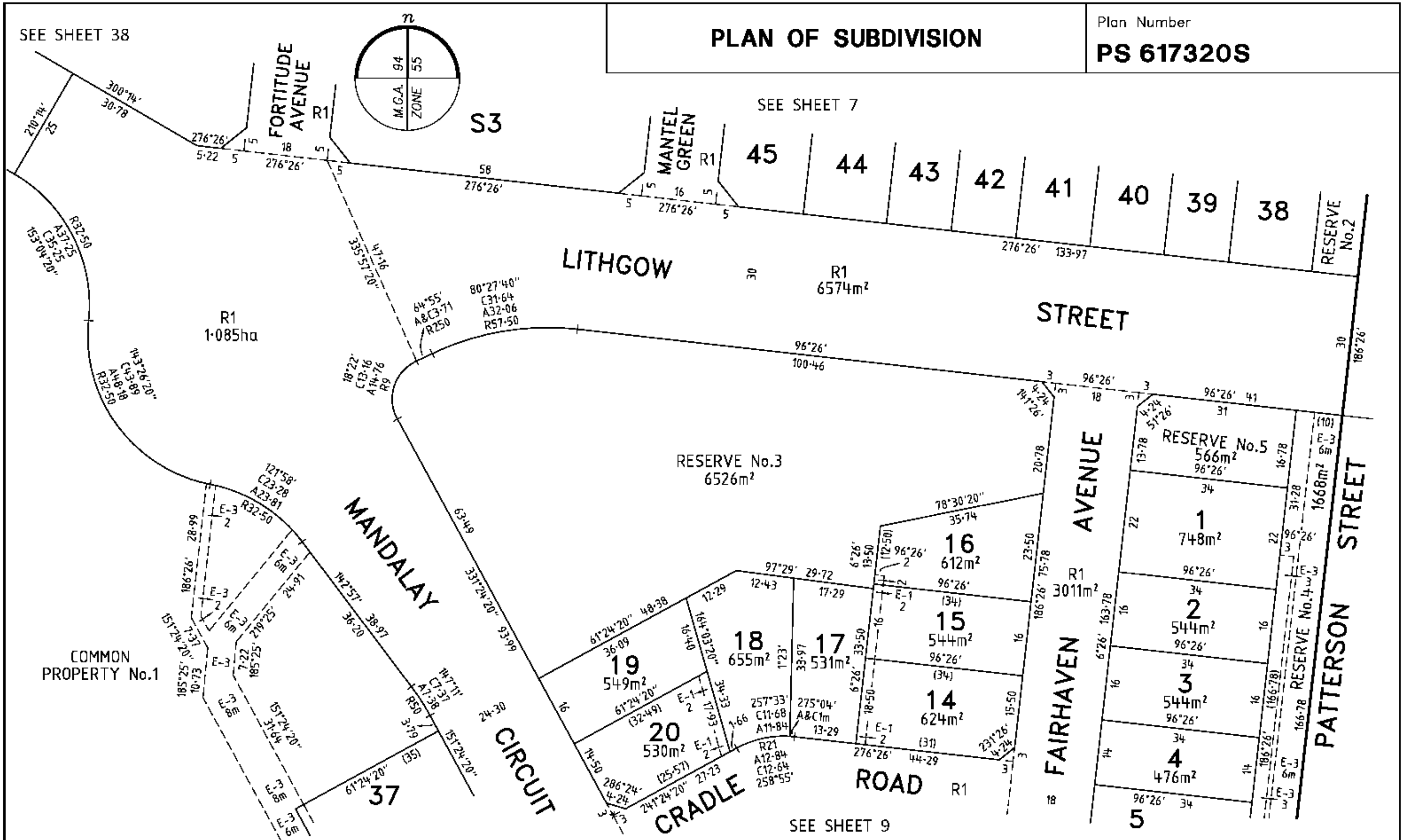
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PLAN OF SUBDIVISION

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Vic 3205 Australia
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ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED . . . . DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

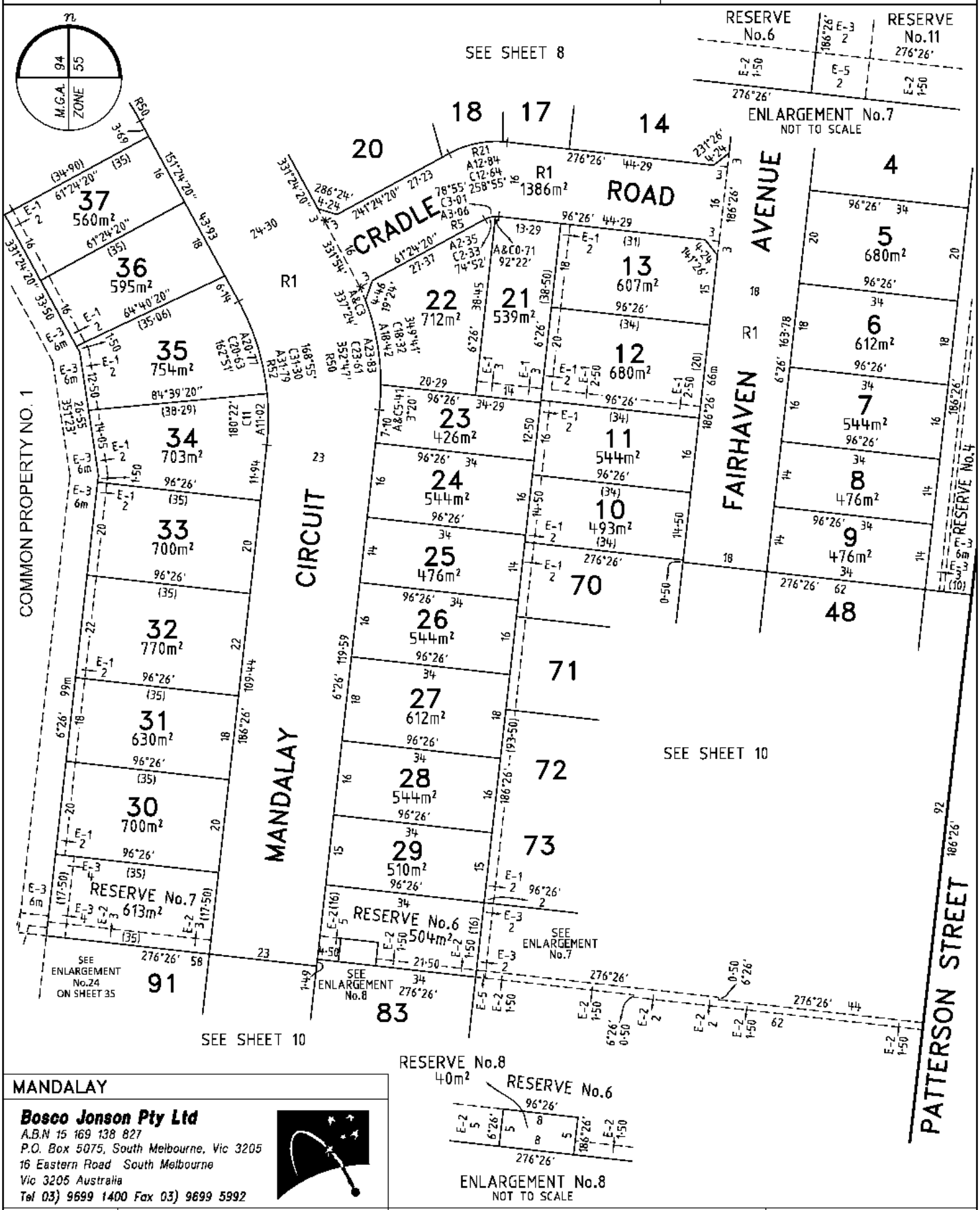
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PLAN OF SUBDIVISION

Plan Number

PS 617320S



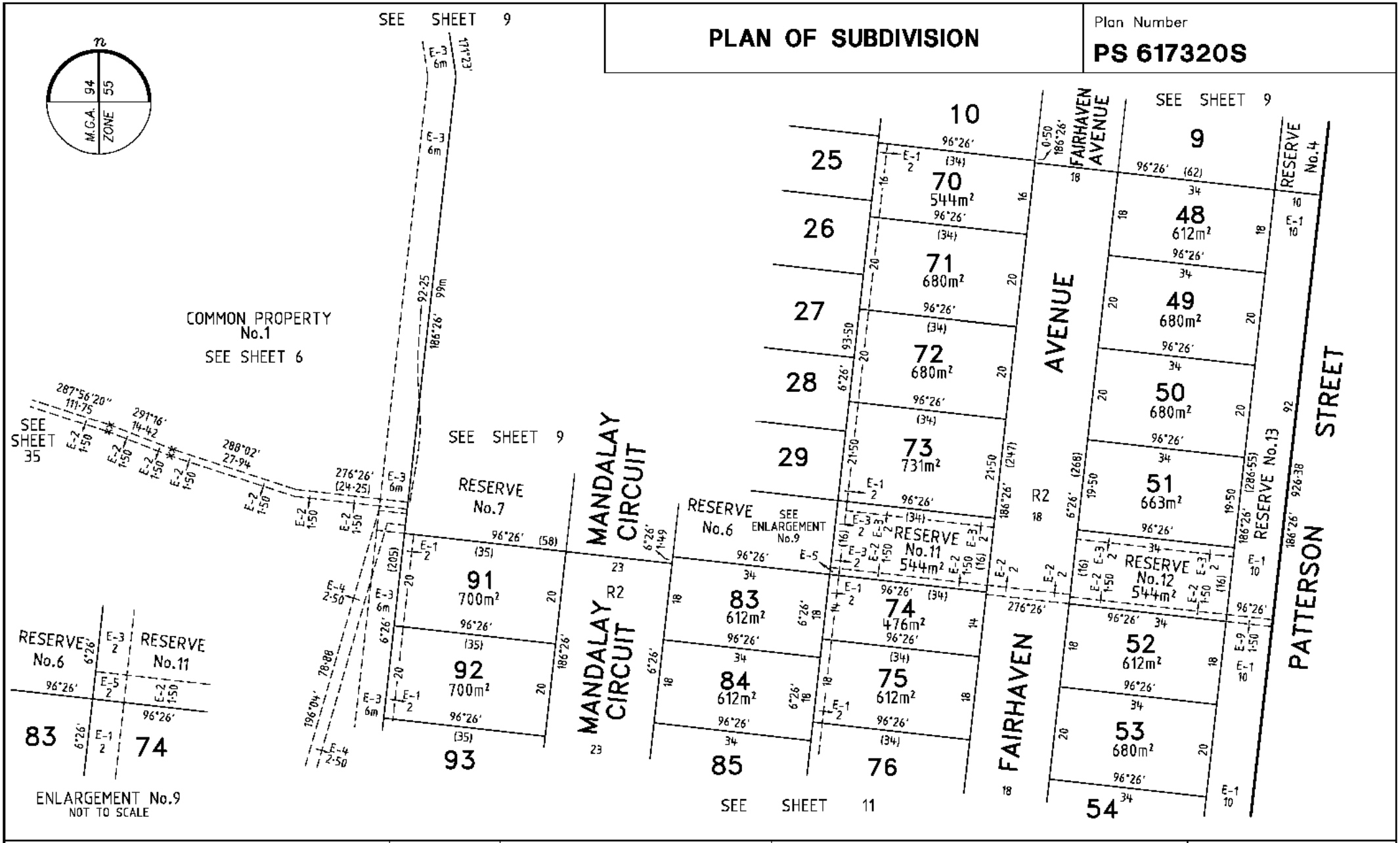
MANDALAY

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 9
SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:750	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

PLAN OF SUBDIVISION

Plan Number
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Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

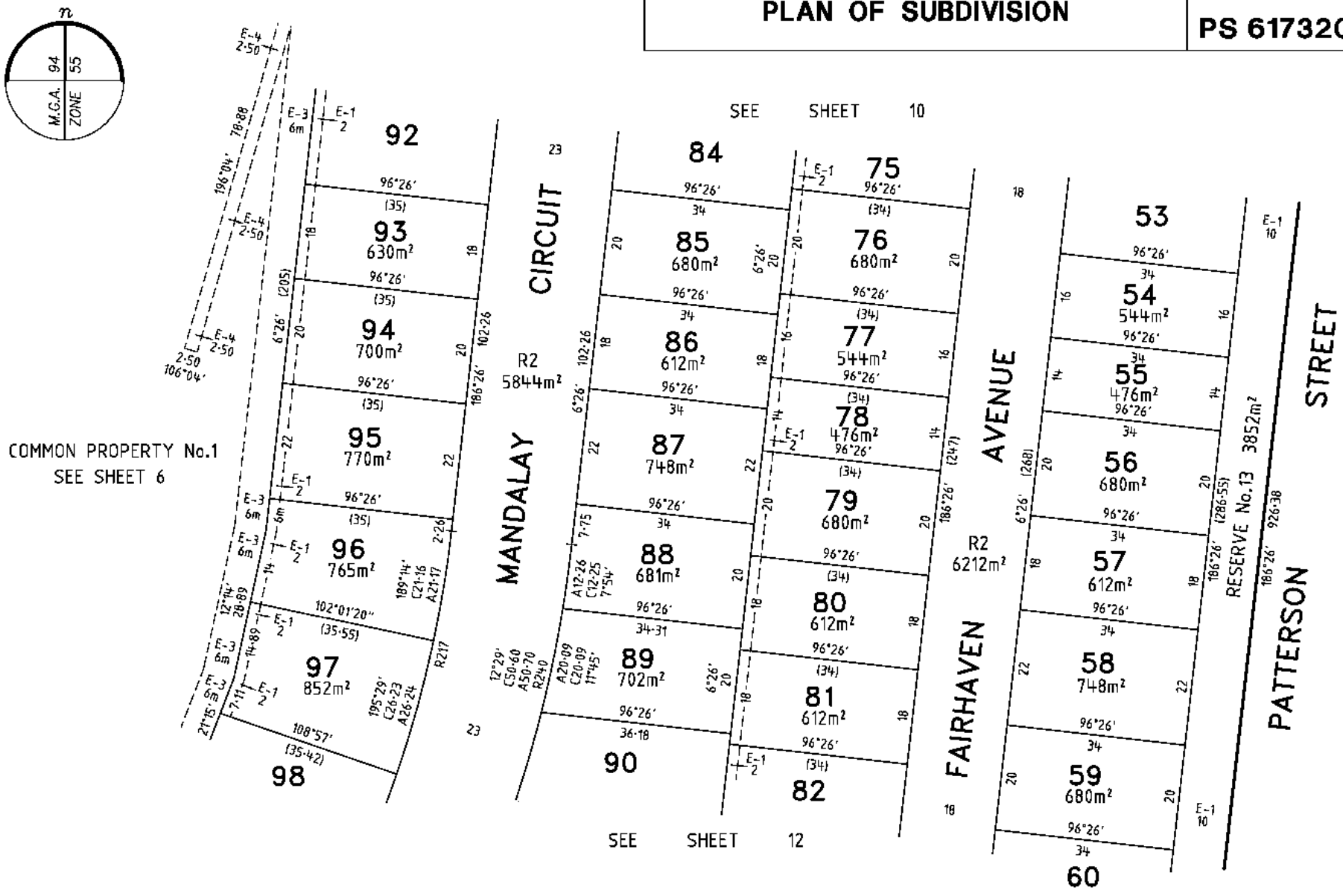
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SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

Sheet 10

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PLAN OF SUBDIVISION

Plan Number
PS 617320S

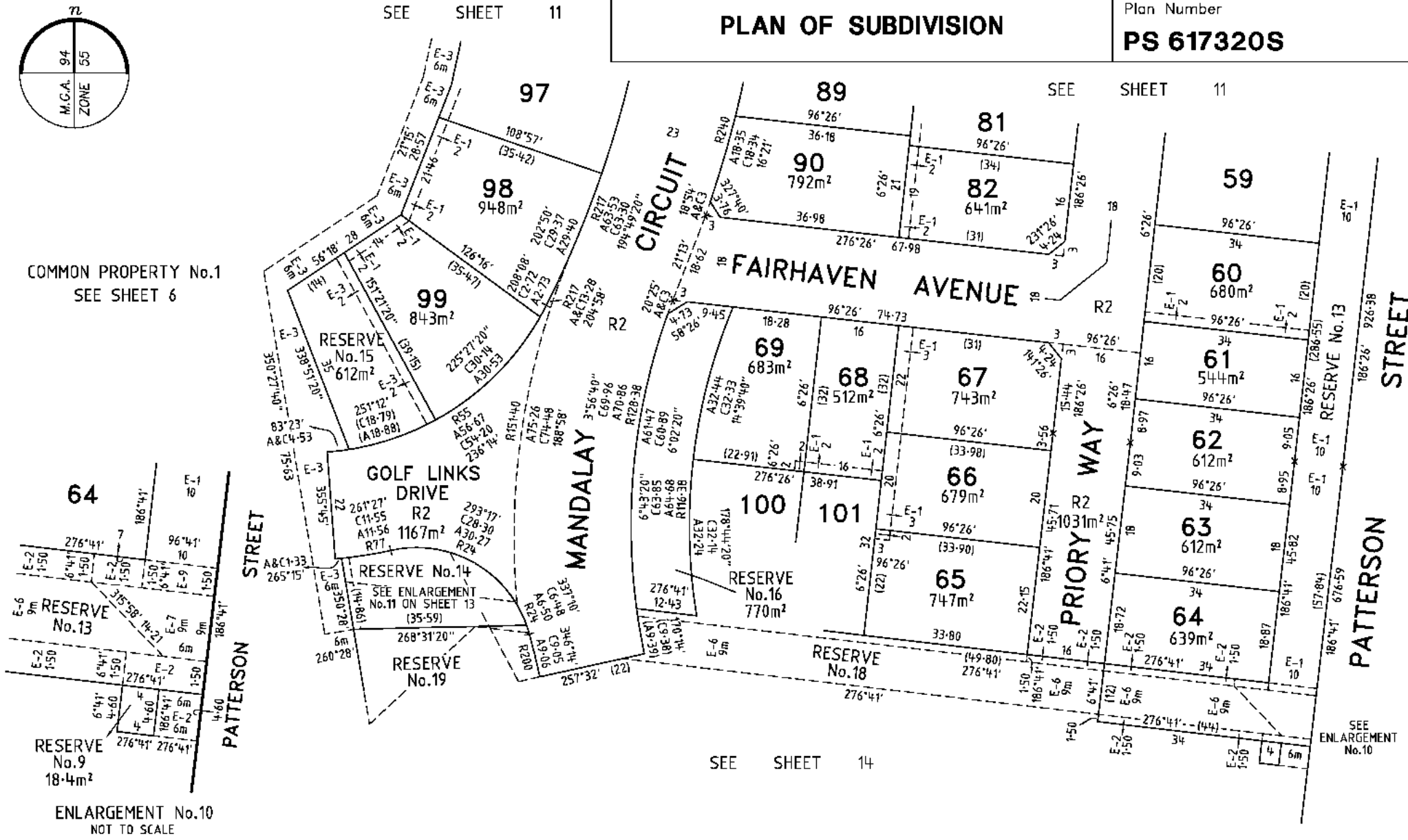


MANDALAY	ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	Sheet 11
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:750 / SHEET SIZE A3	7·5 0 15 30 LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED . . . . . DATE / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY	ORIGINAL SCALE 1:750 · SHEET SIZE A3	SCALE 7·5 0 15 30 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED . . . . . DATE / / REF 24610333 · DWG 2461035EA · 15/05/18 · VERSION A	Sheet 12

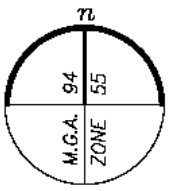
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

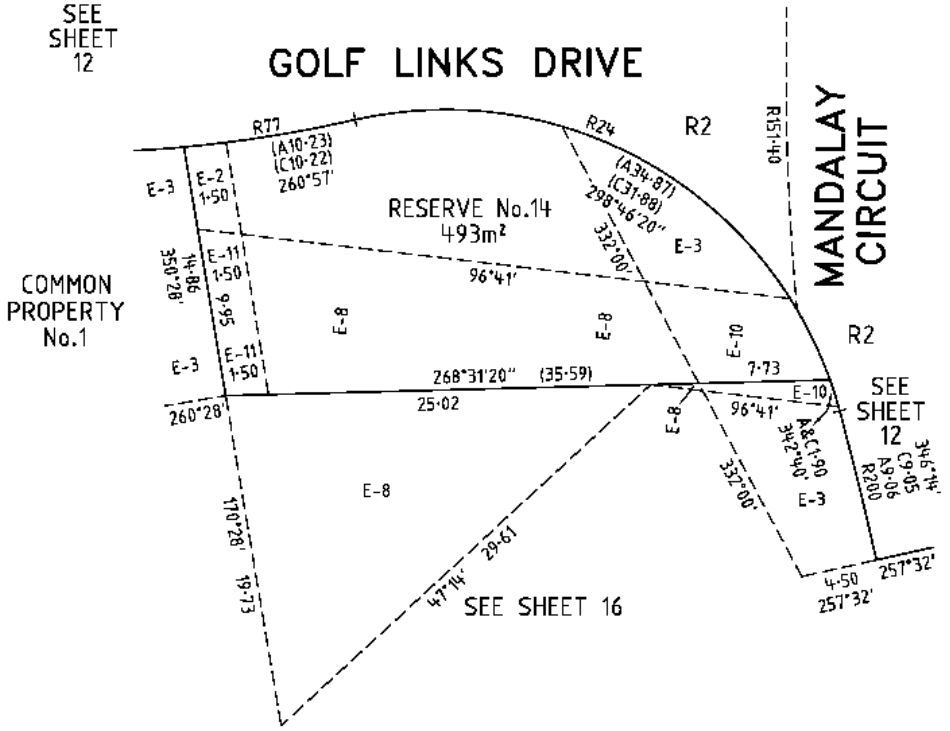
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PLAN OF SUBDIVISION

Plan Number
PS 617320S





ENLARGEMENT No.11
NOT TO SCALE

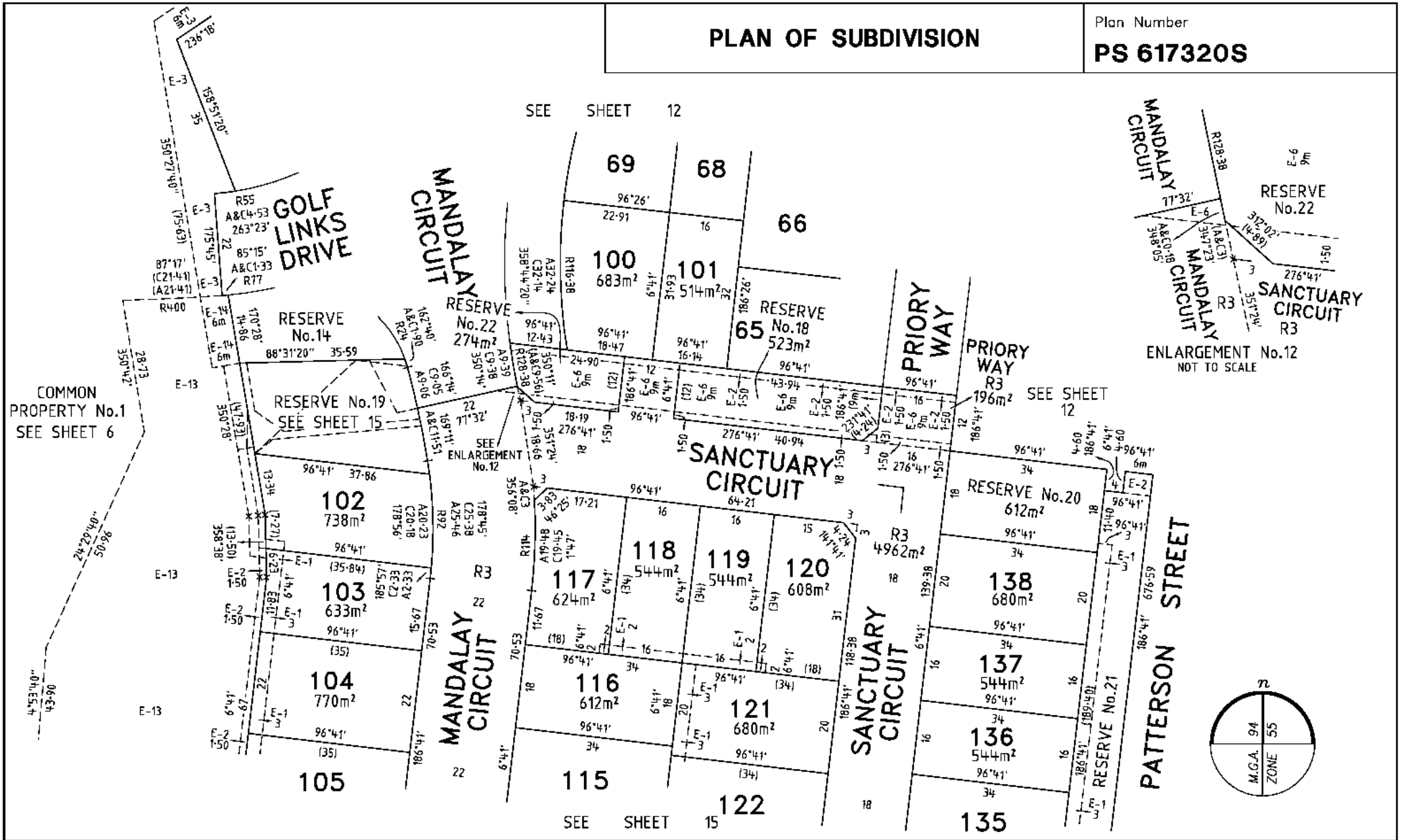
MANDALAY

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Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 13
SCALE	SHEET SIZE	0	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

PLAN OF SUBDIVISION

Plan Number
PS 617320S



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Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

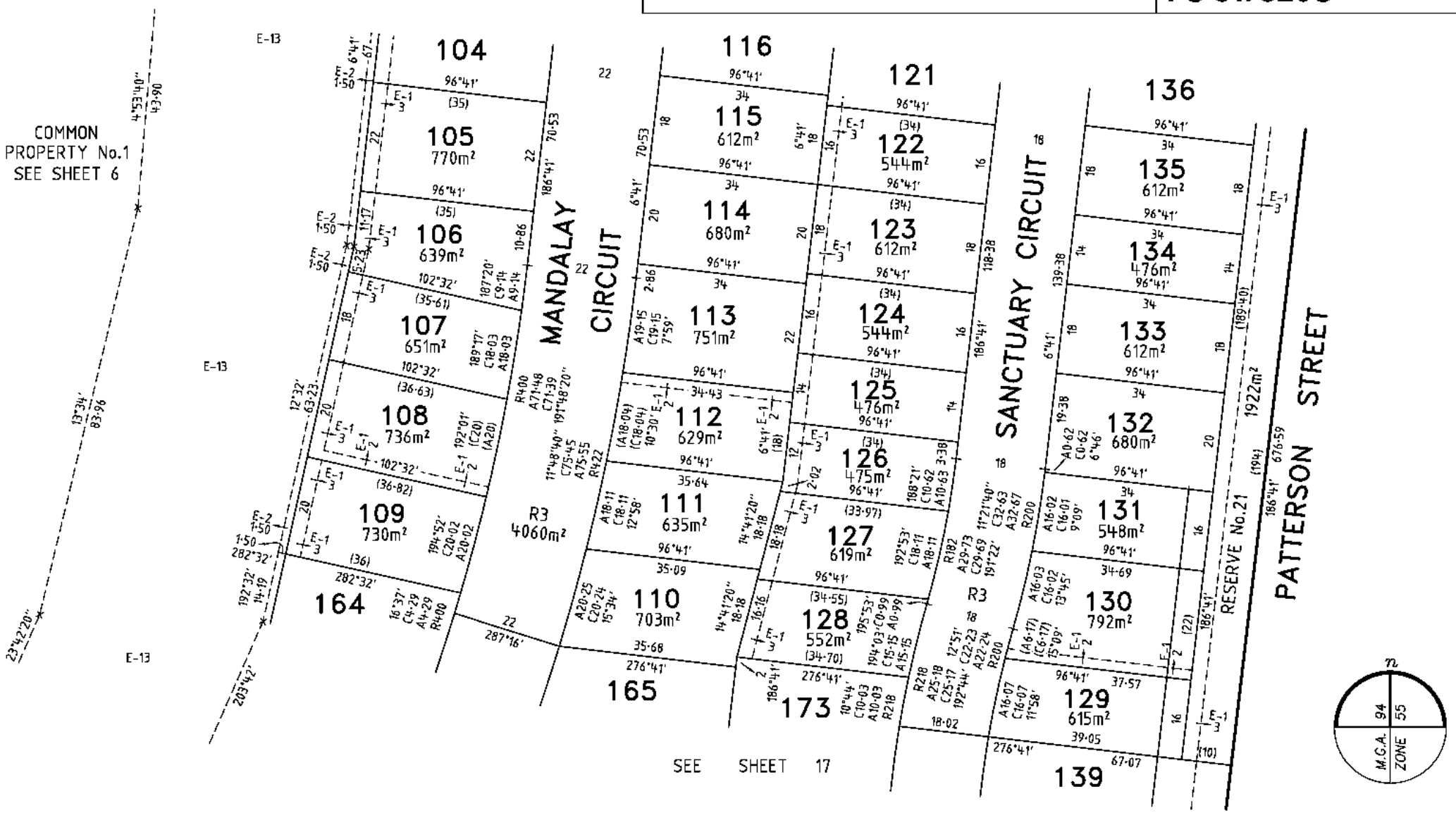
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SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

Sheet 14

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Plan Number
PS 617320S



MANDALAY	ORIGINAL SCALE 1:750 SHEET SIZE A3	SCALE 7·5 0 15 30 LENGTHS ARE IN METRES	Sheet 15

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Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

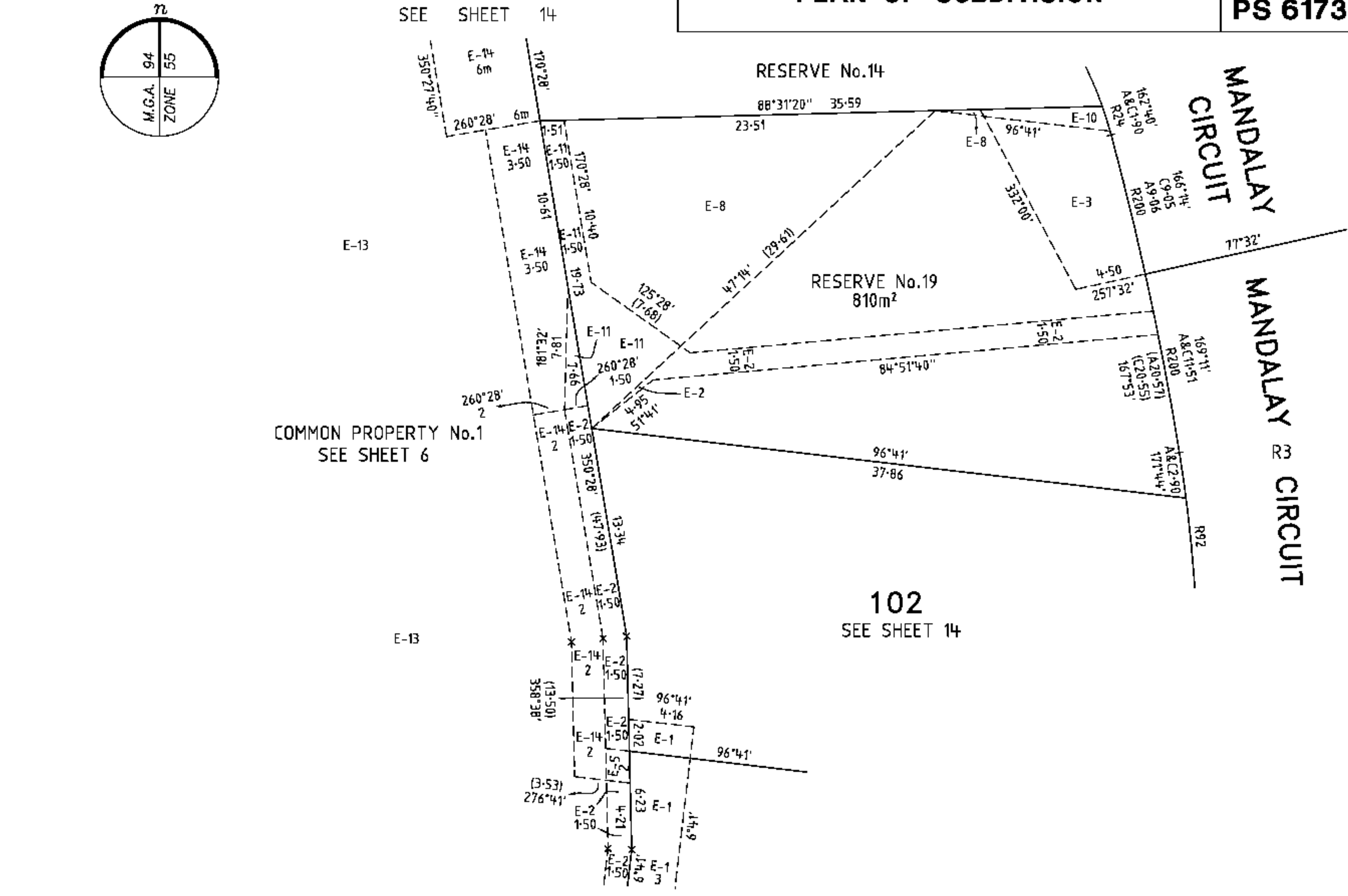
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SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

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PLAN OF SUBDIVISION

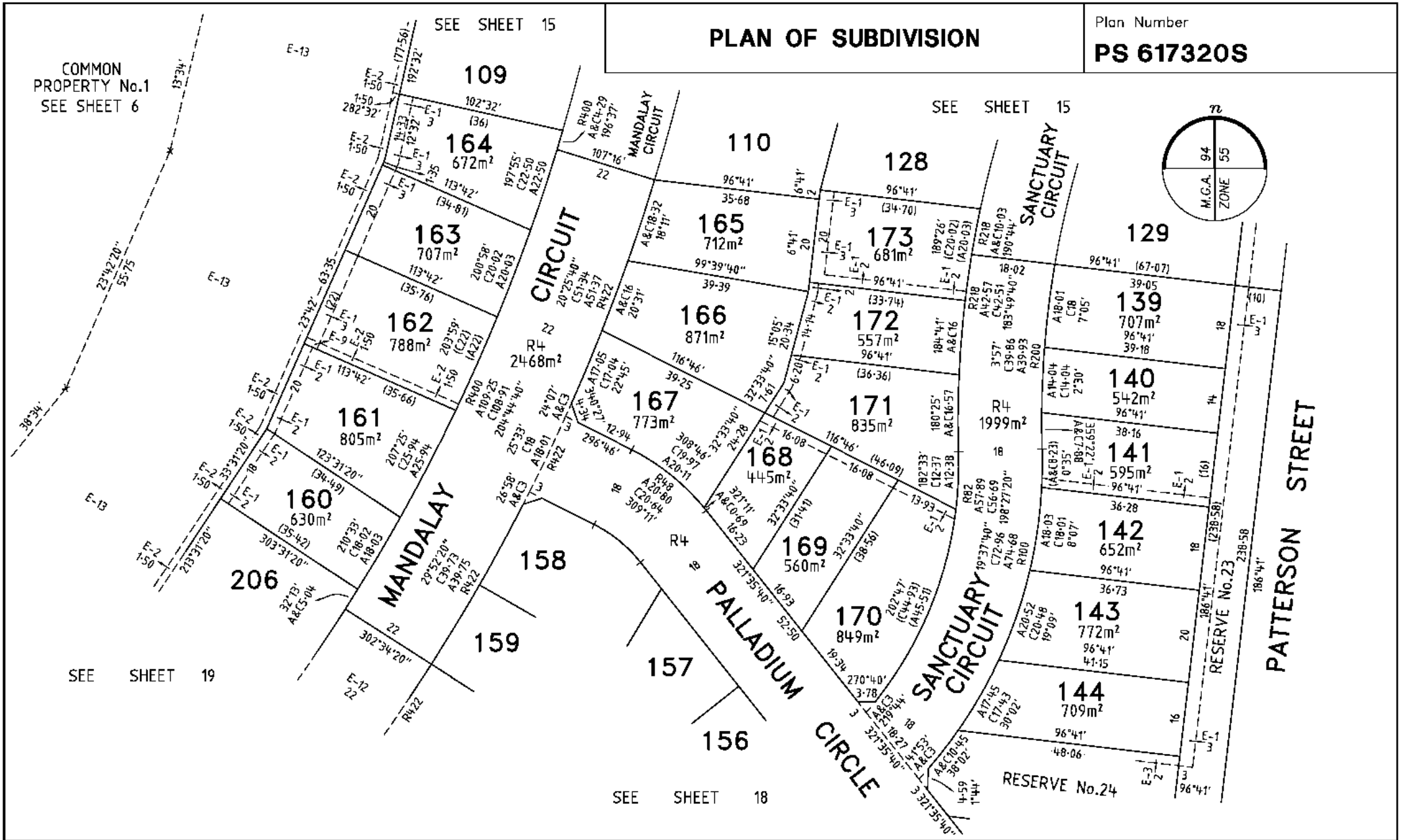
Plan Number
PS 617320S



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Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:250	SHEET SIZE A3	2·5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED DATE / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

PLAN OF SUBDIVISION

Plan Number
PS 617320S



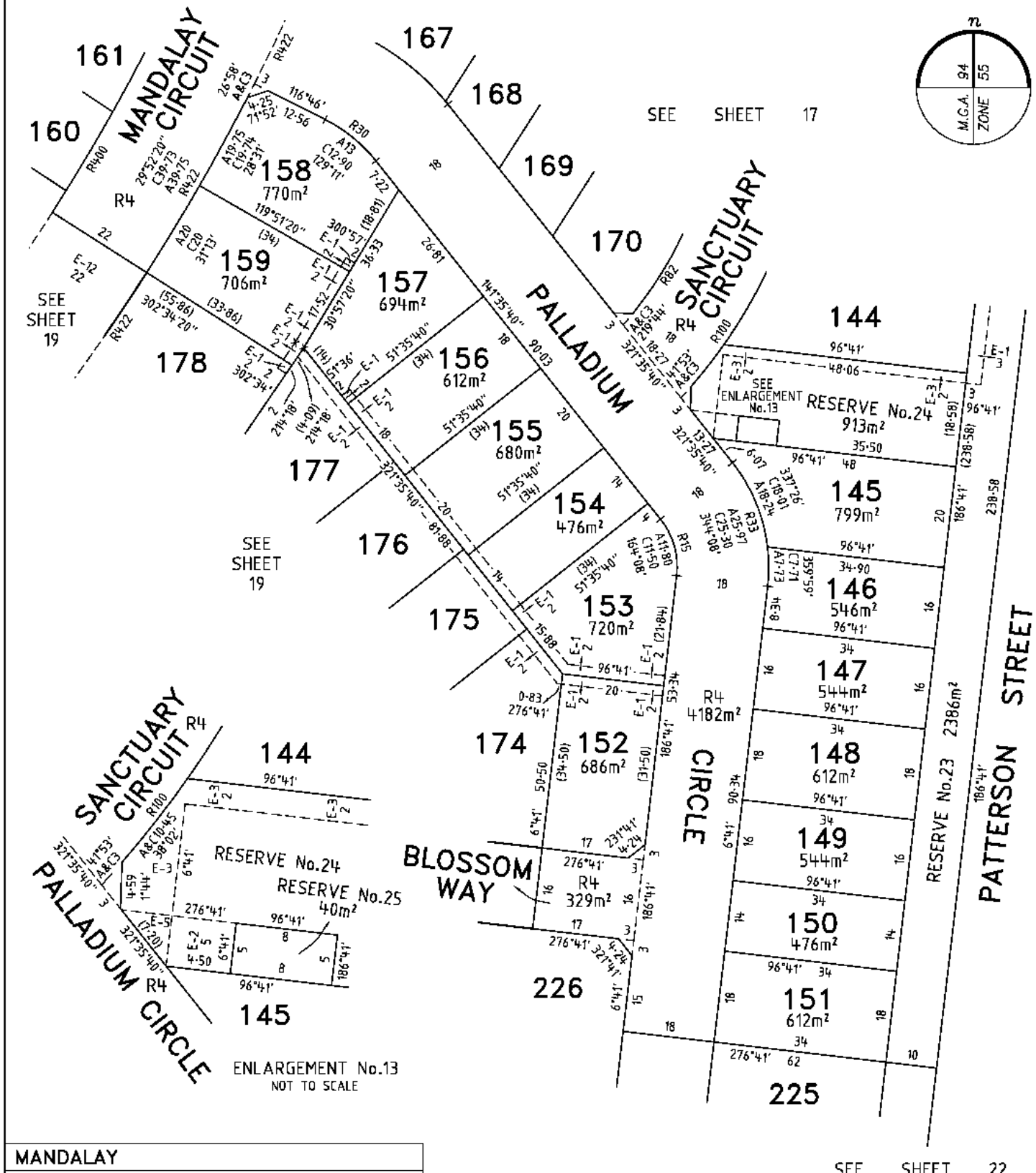
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Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:750 / SHEET SIZE A3	7·5 0 15 30 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED . . . . . DATE / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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PLAN OF SUBDIVISION

Plan Number
PS 617320S



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Vic 3205 Australia
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ORIGINAL		SCALE		Sheet 18
SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:750	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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PLAN OF SUBDIVISION

Plan Number
PS 617320S



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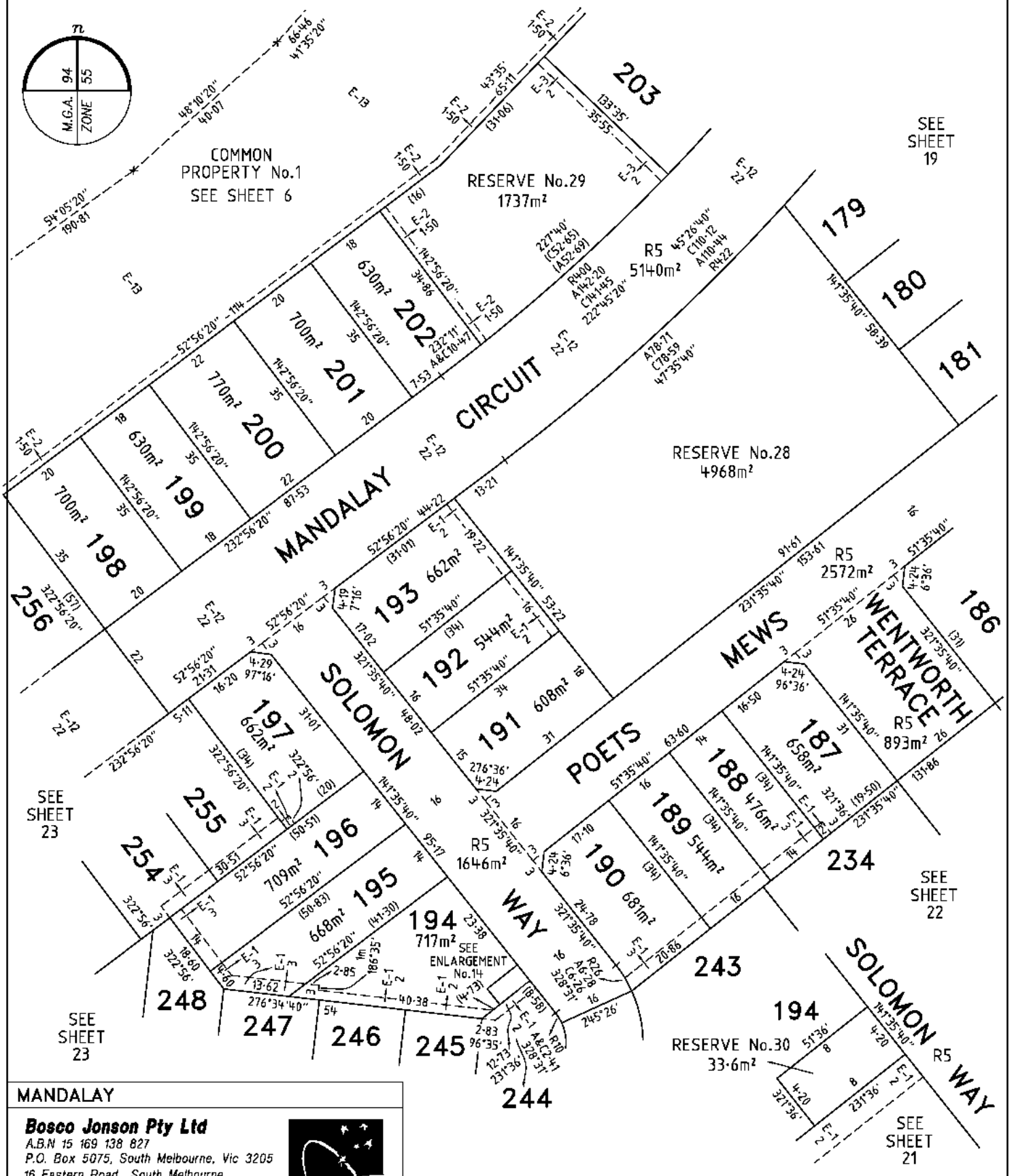
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 19
SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:750	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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PLAN OF SUBDIVISION

Plan Number
PS 617320S



ENLARGEMENT No.14
NOT TO SCALE

MANDALAY

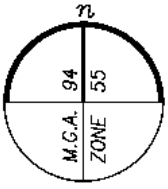
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

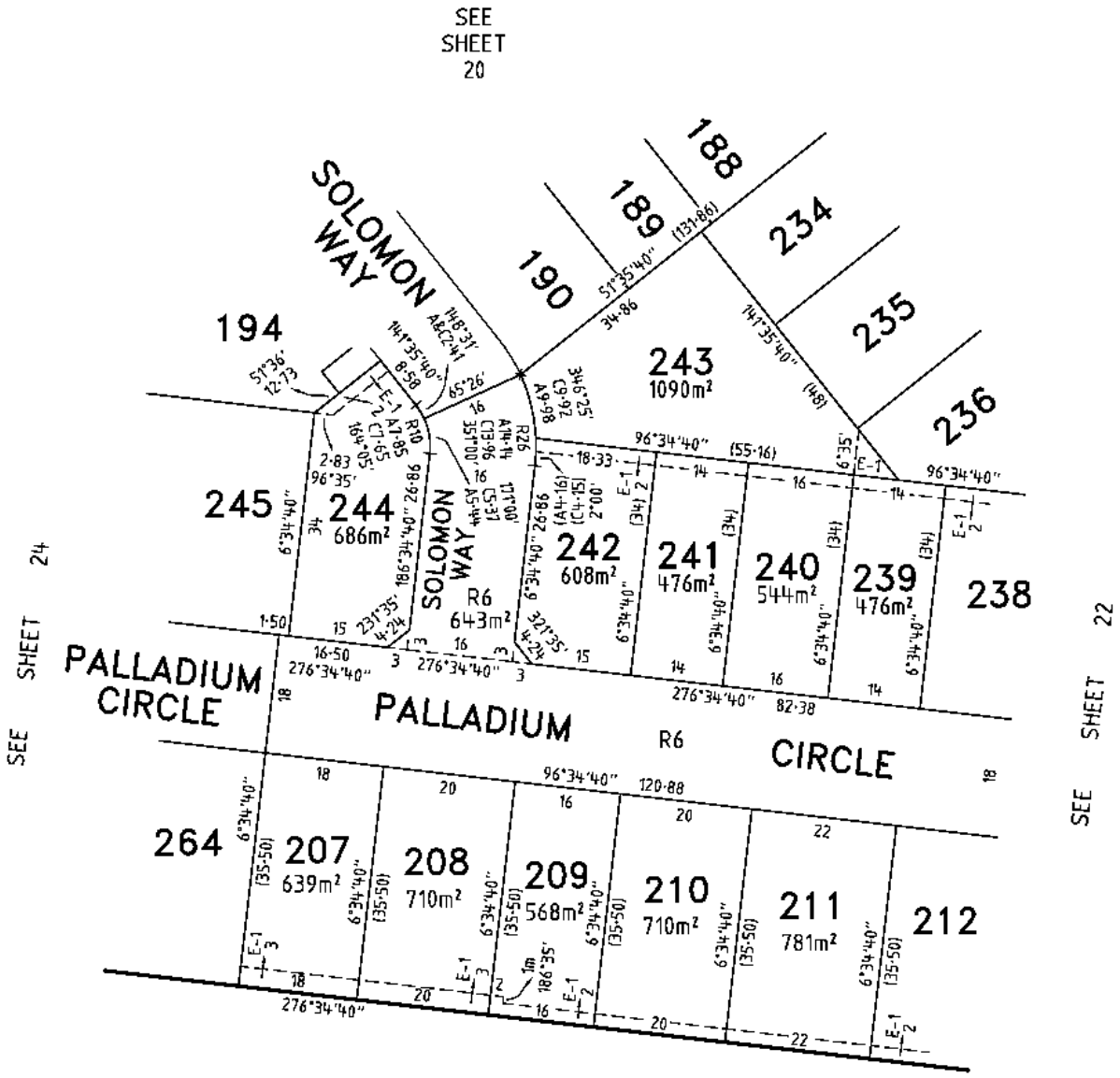
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SIGNATURE DIGITALLY SIGNED DATE / /						
REF 24610333 DWG 2461035EA		15/05/18	VERSION A			

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PLAN OF SUBDIVISION

Plan Number
PS 617320S





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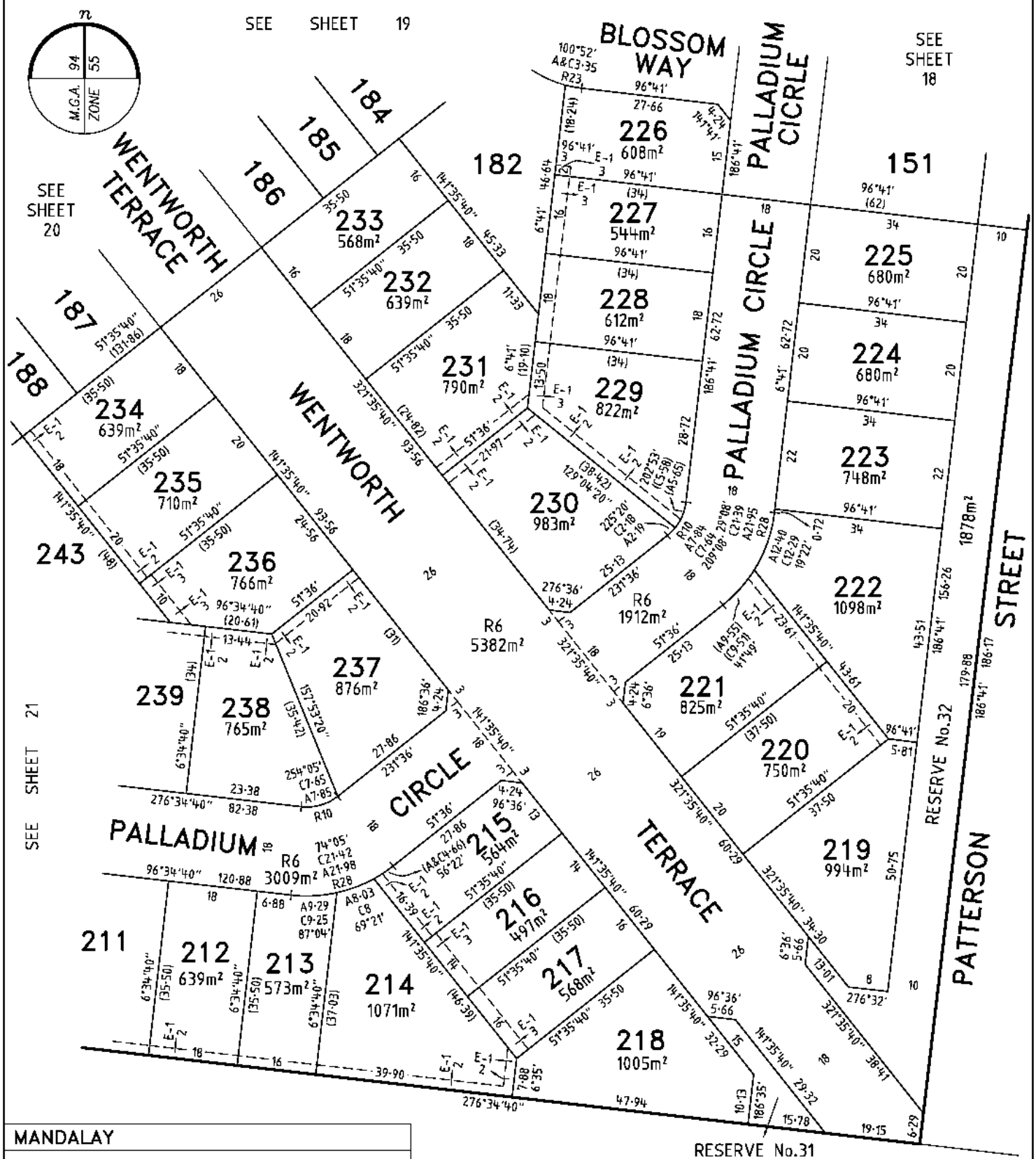
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 21
SCALE 1:750	SHEET SIZE A3	7·5 0 15 30 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED DATE / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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PLAN OF SUBDIVISION

Plan Number
PS 617320S



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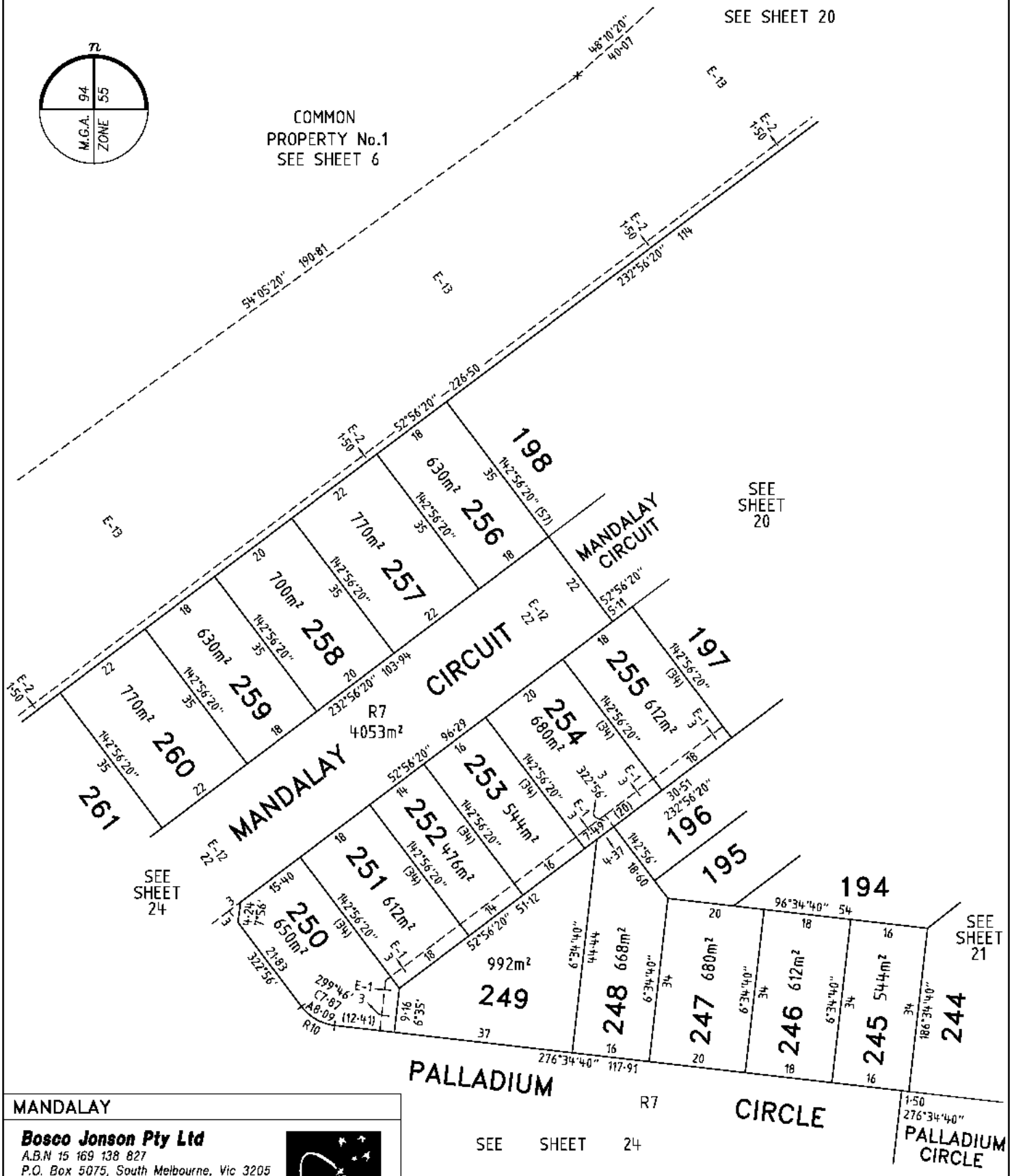
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 22
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1:750	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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PLAN OF SUBDIVISION

Plan Number
PS 617320S



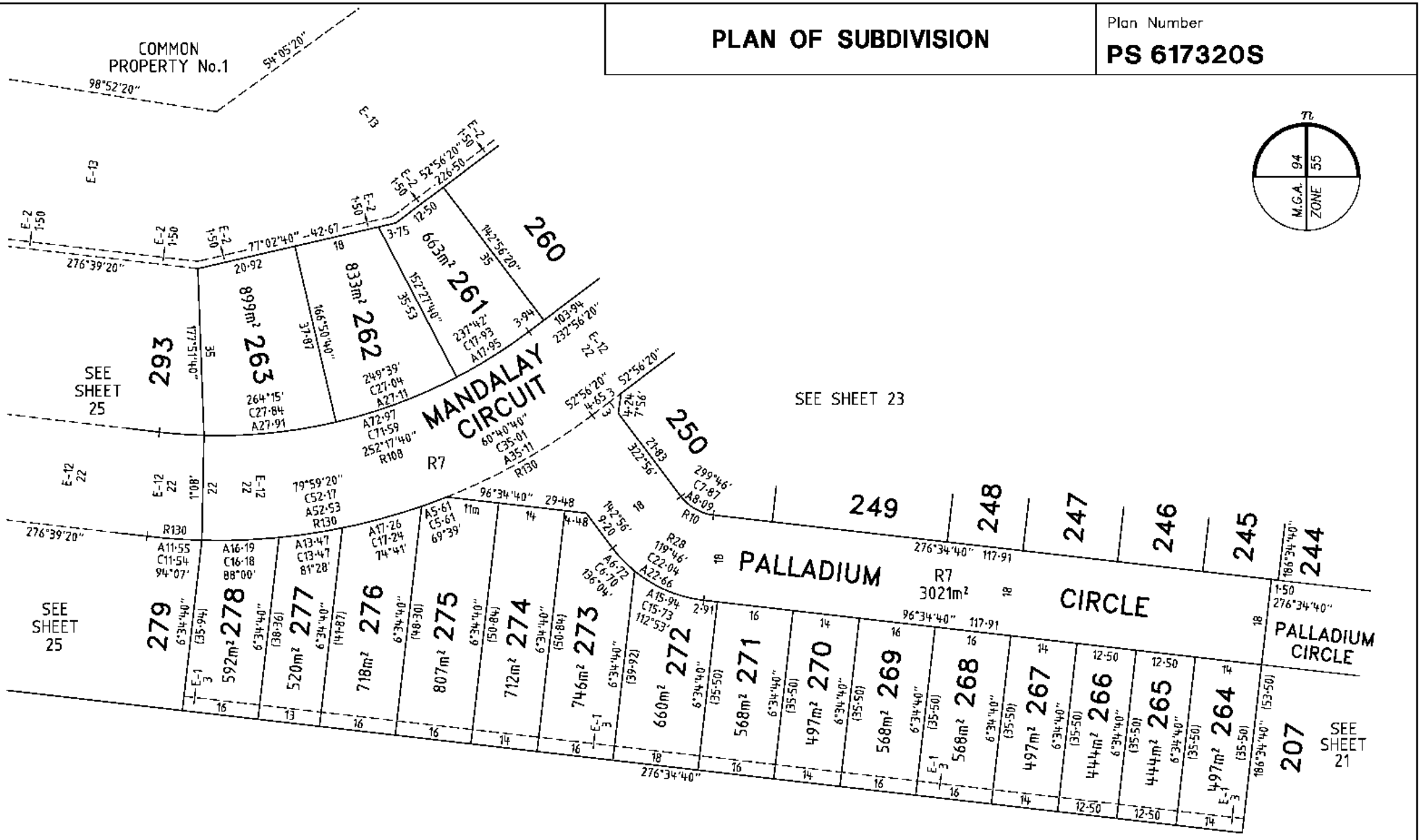
MANDALAY

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16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 23
SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
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PLAN OF SUBDIVISION

Plan Number
PS 617320S

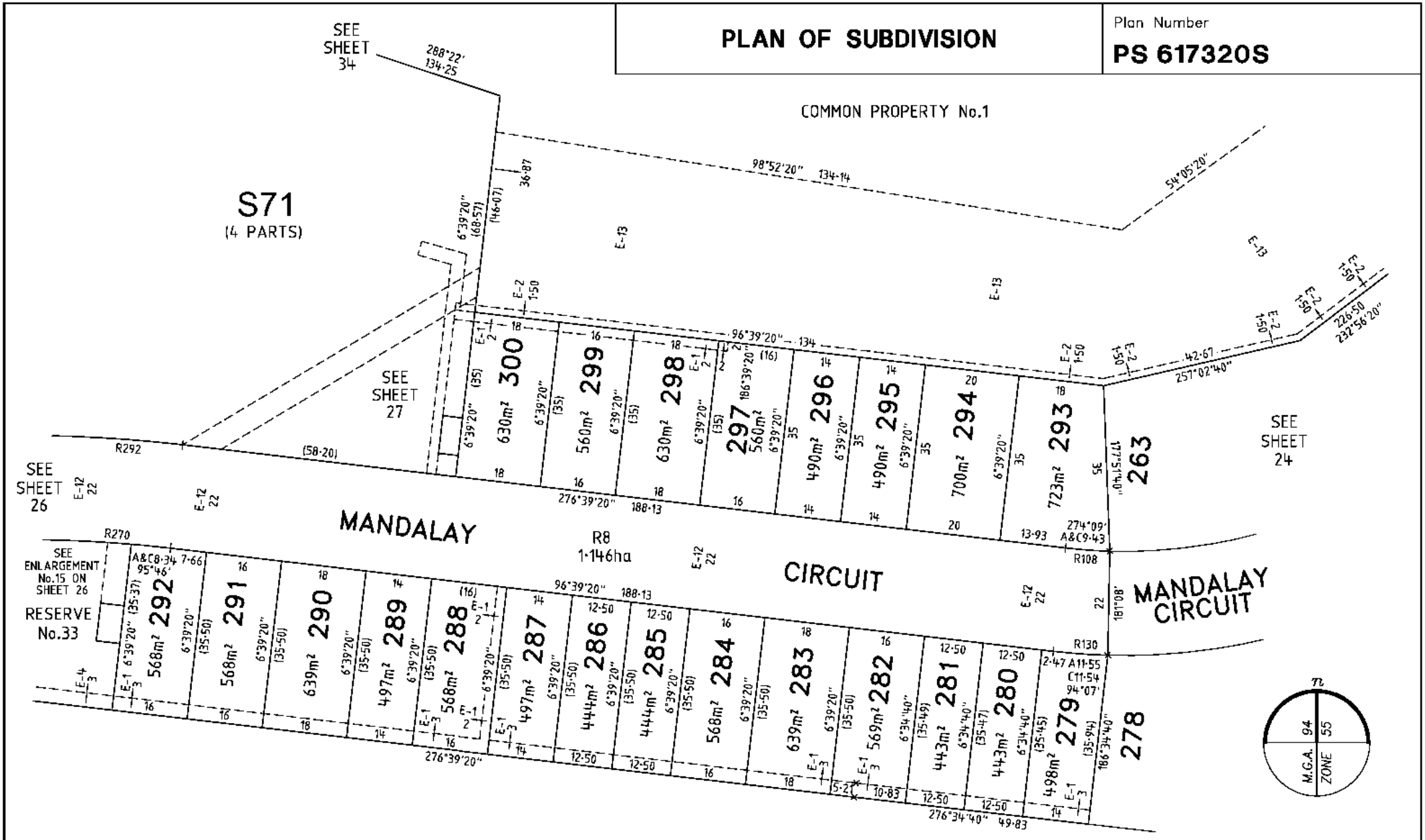


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Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:750 / SHEET SIZE A3	7·5 0 15 30 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED . . . . . DATE / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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PLAN OF SUBDIVISION

Plan Number
PS 617320S

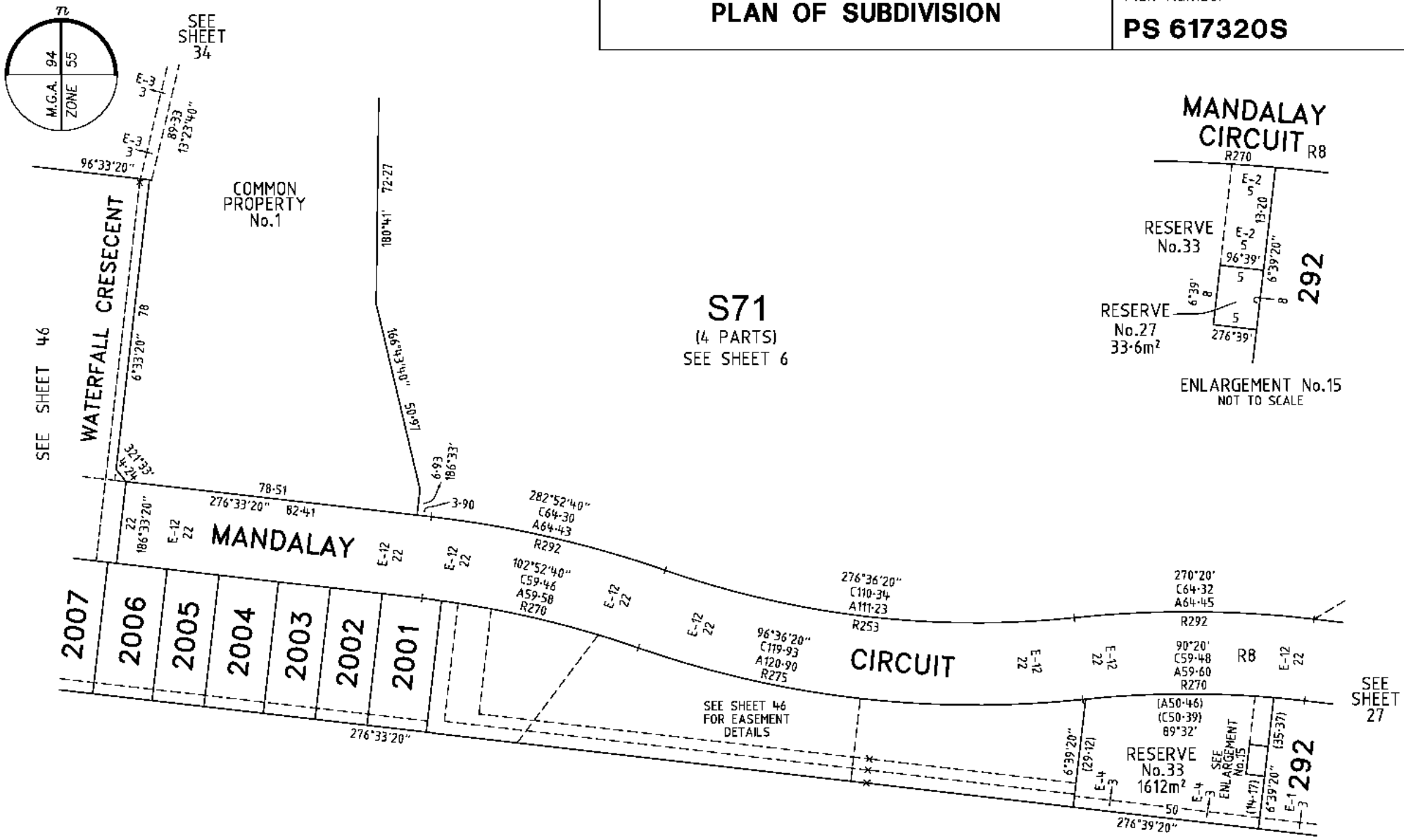


MANDALAY	ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	Sheet 25
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:750 / SHEET SIZE A3	7·5 0 15 30 LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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Plan Number
PS 617320S



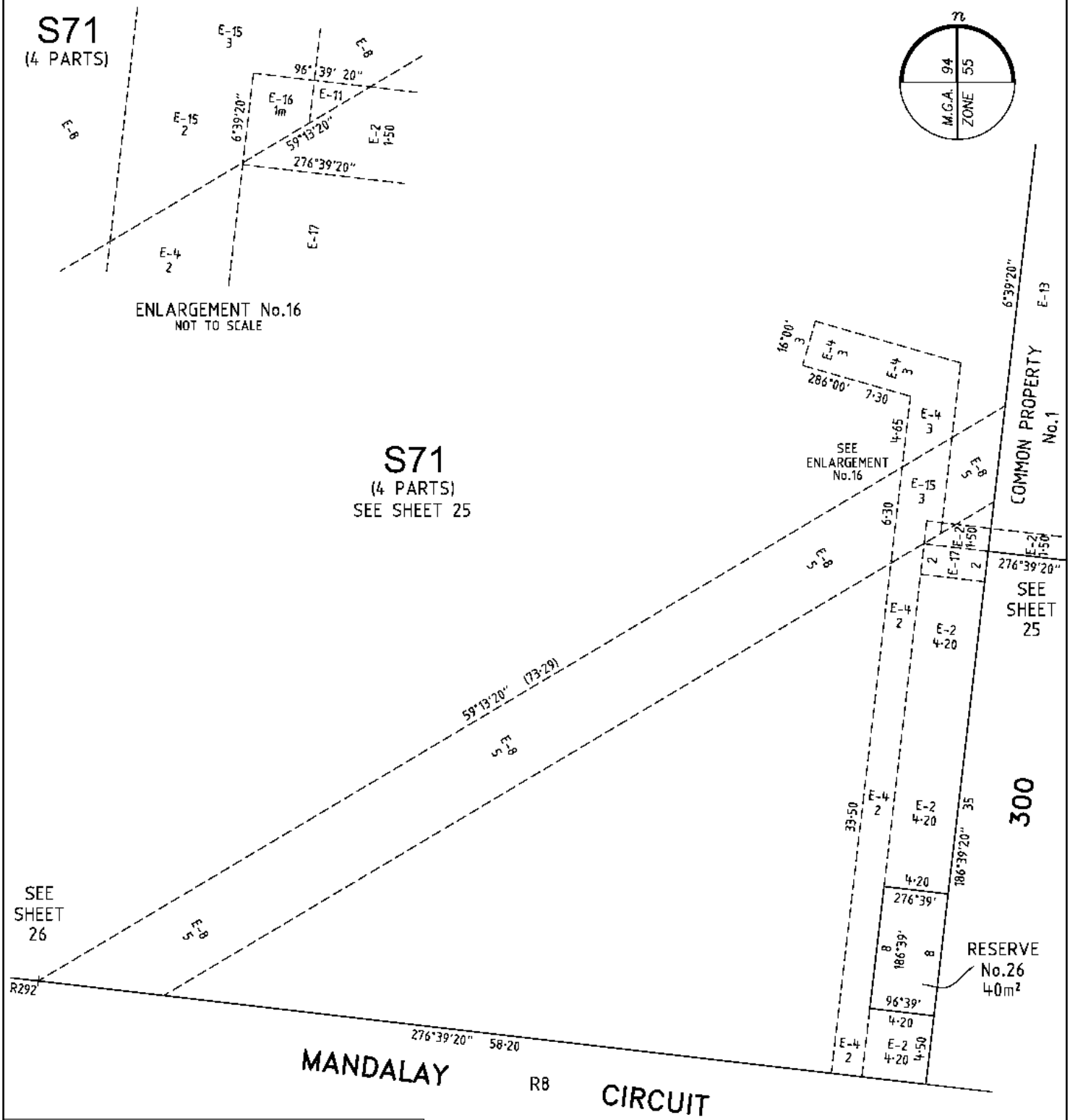
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Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:1000 / SHEET SIZE A3	10 0 20 40 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED . . . . . DATE / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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Vic 3205 Australia
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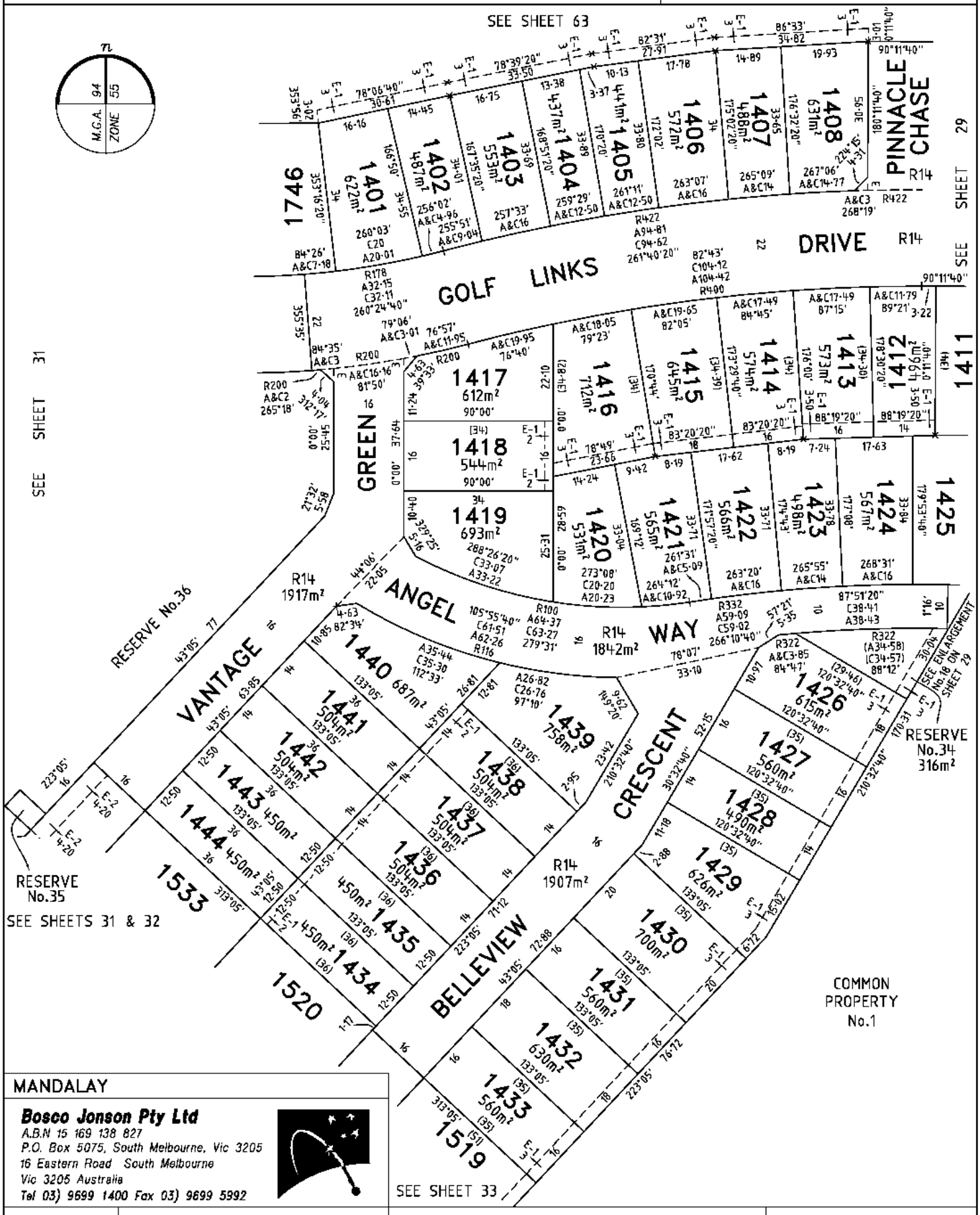
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SCALE	SHEET SIZE	2·5 0 5 10	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:250	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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PLAN OF SUBDIVISION

Plan Number

PS 617320S



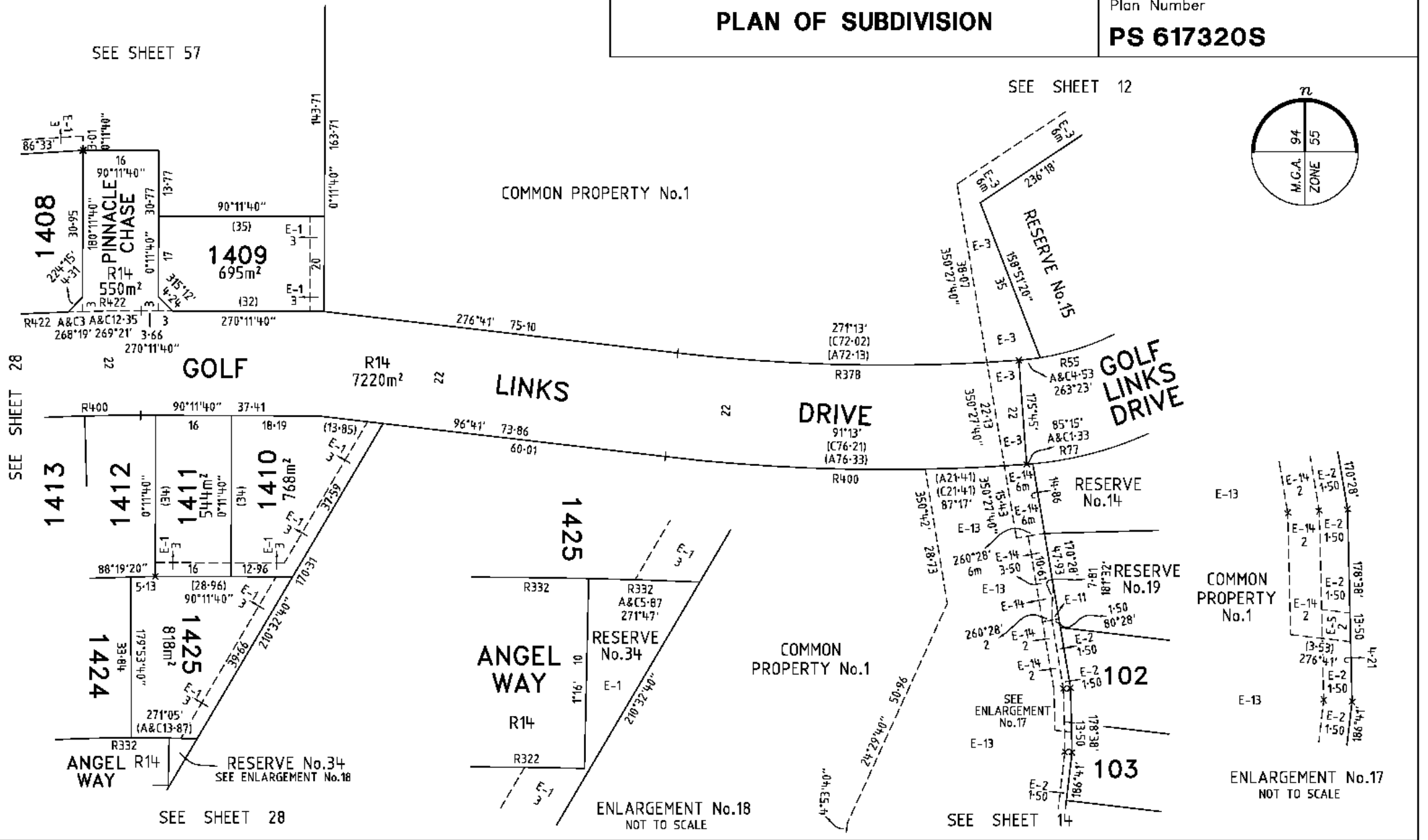
MANDALAY

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 28
SCALE	SHEET SIZE	8 0 16 32	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:800	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

PLAN OF SUBDIVISION

Plan Number
PS 617320S

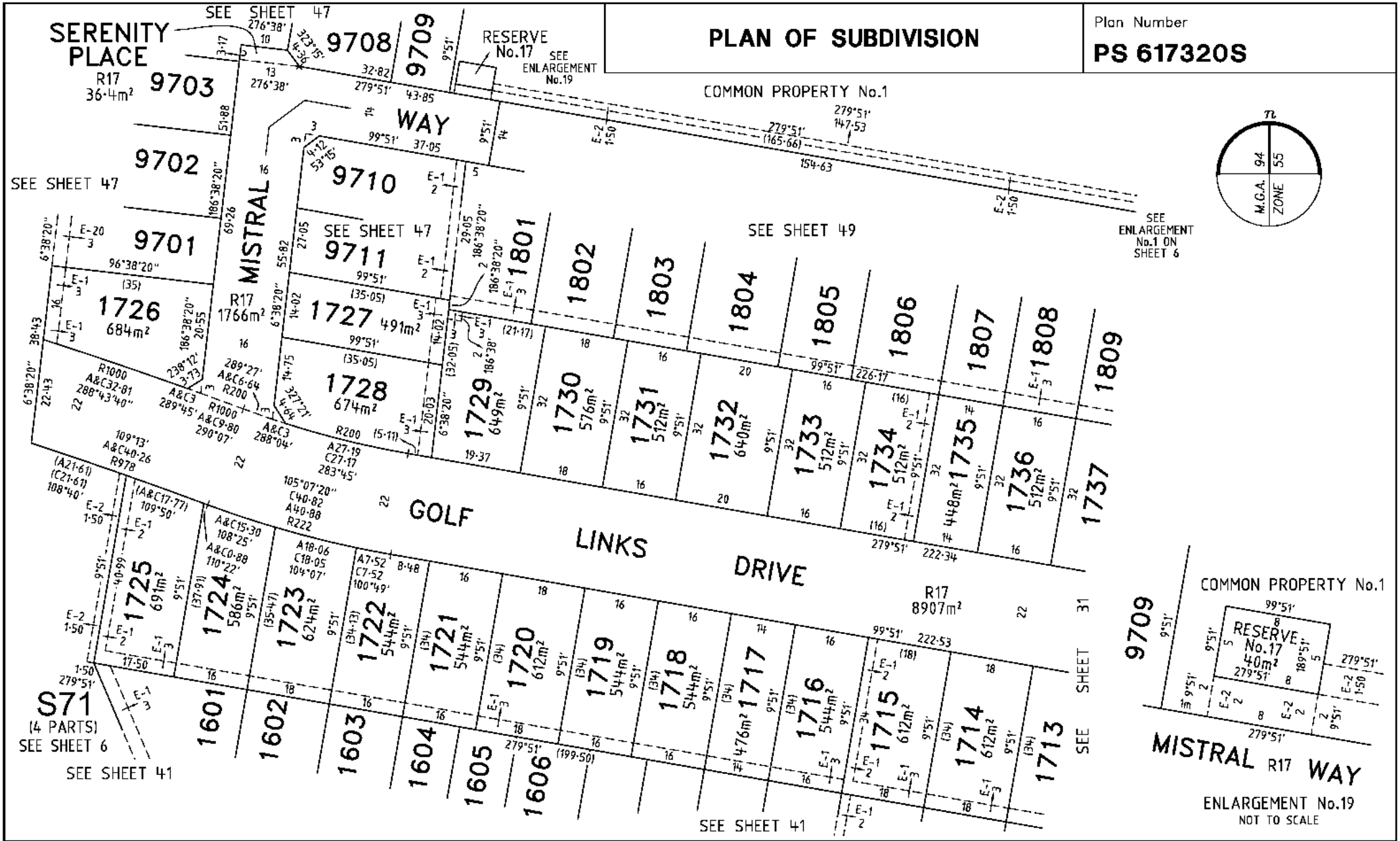


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Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:750	SHEET SIZE A3	7·5 0 15 30 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED . . . . . DATE / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A

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ENLARGEMENT No.19
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Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	
SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

Sheet 30

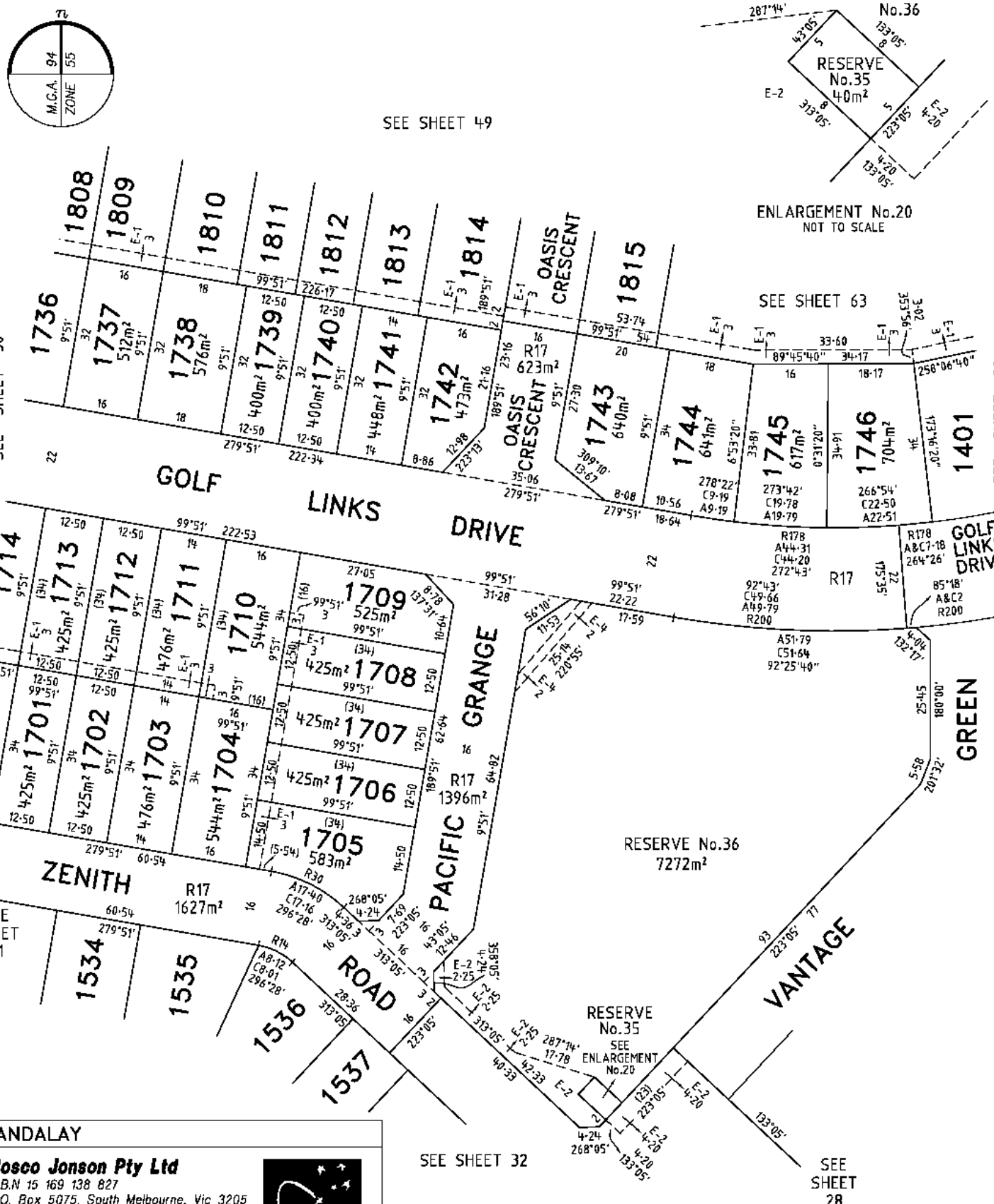
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PLAN OF SUBDIVISION

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PS 617320S



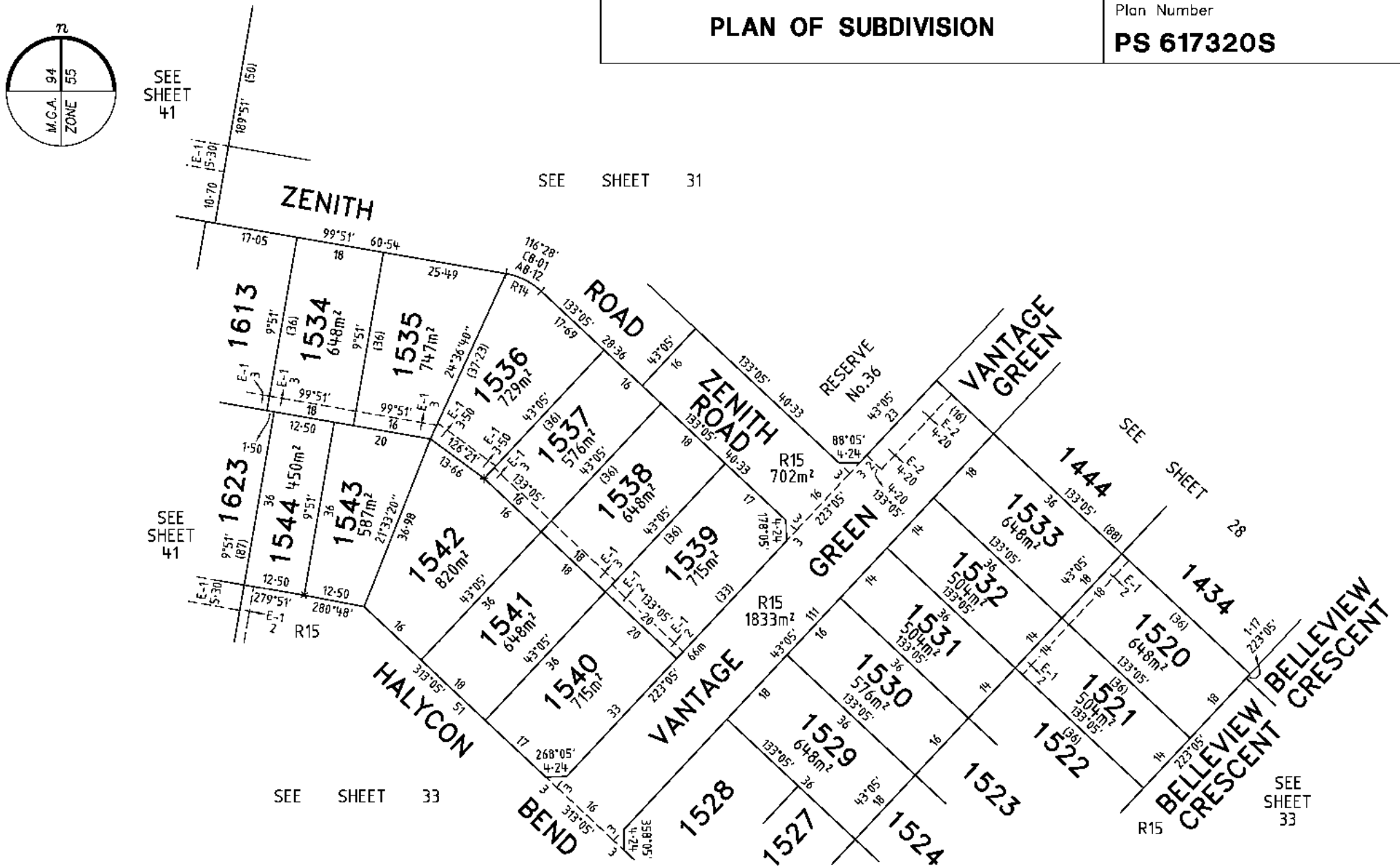
MANDALAY

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 31
SCALE	SHEET SIZE	8 0 16 32	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:800	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

PLAN OF SUBDIVISION

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Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

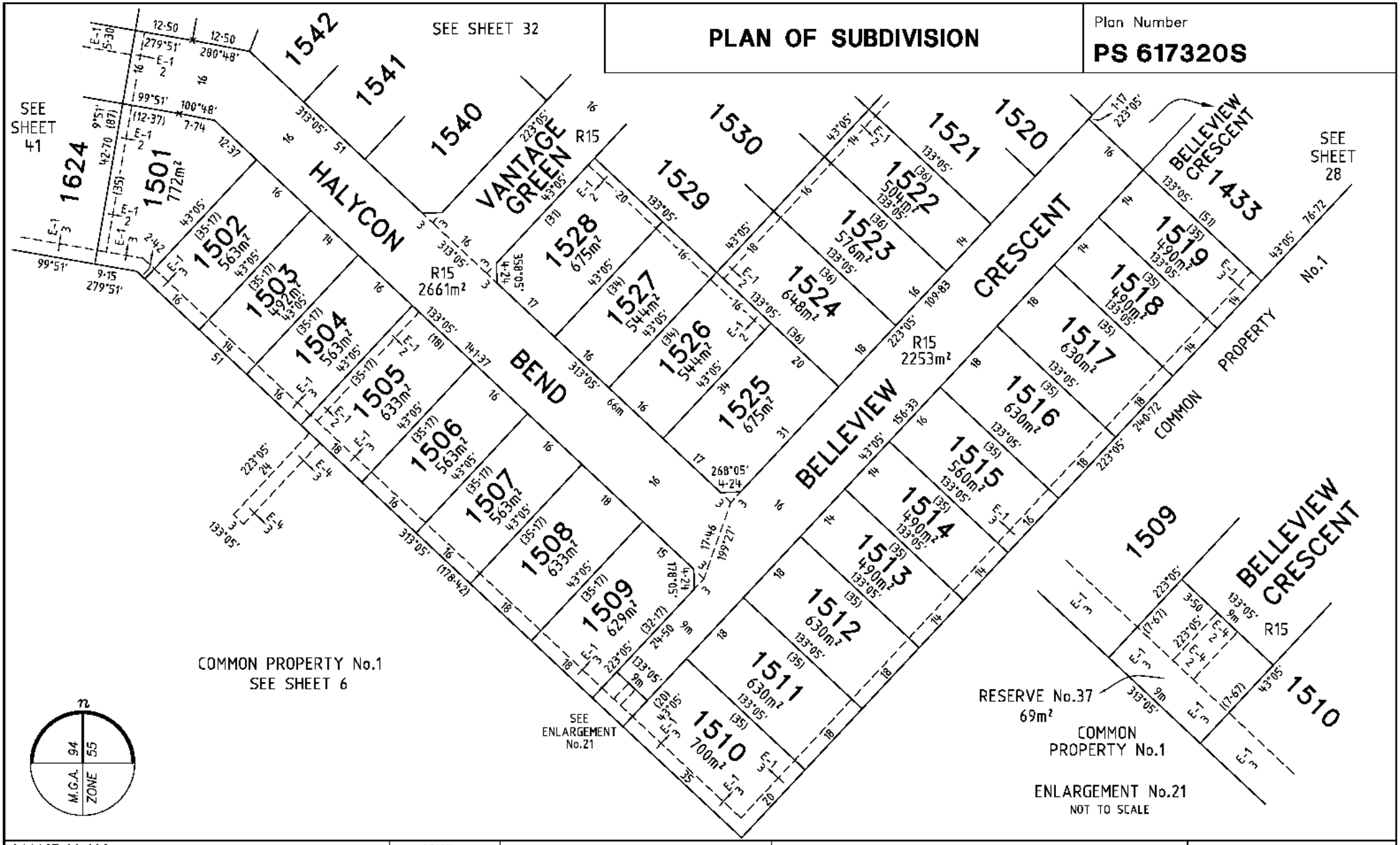
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SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

Sheet 32

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Vic 3205 Australia
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ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED . . . . . DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

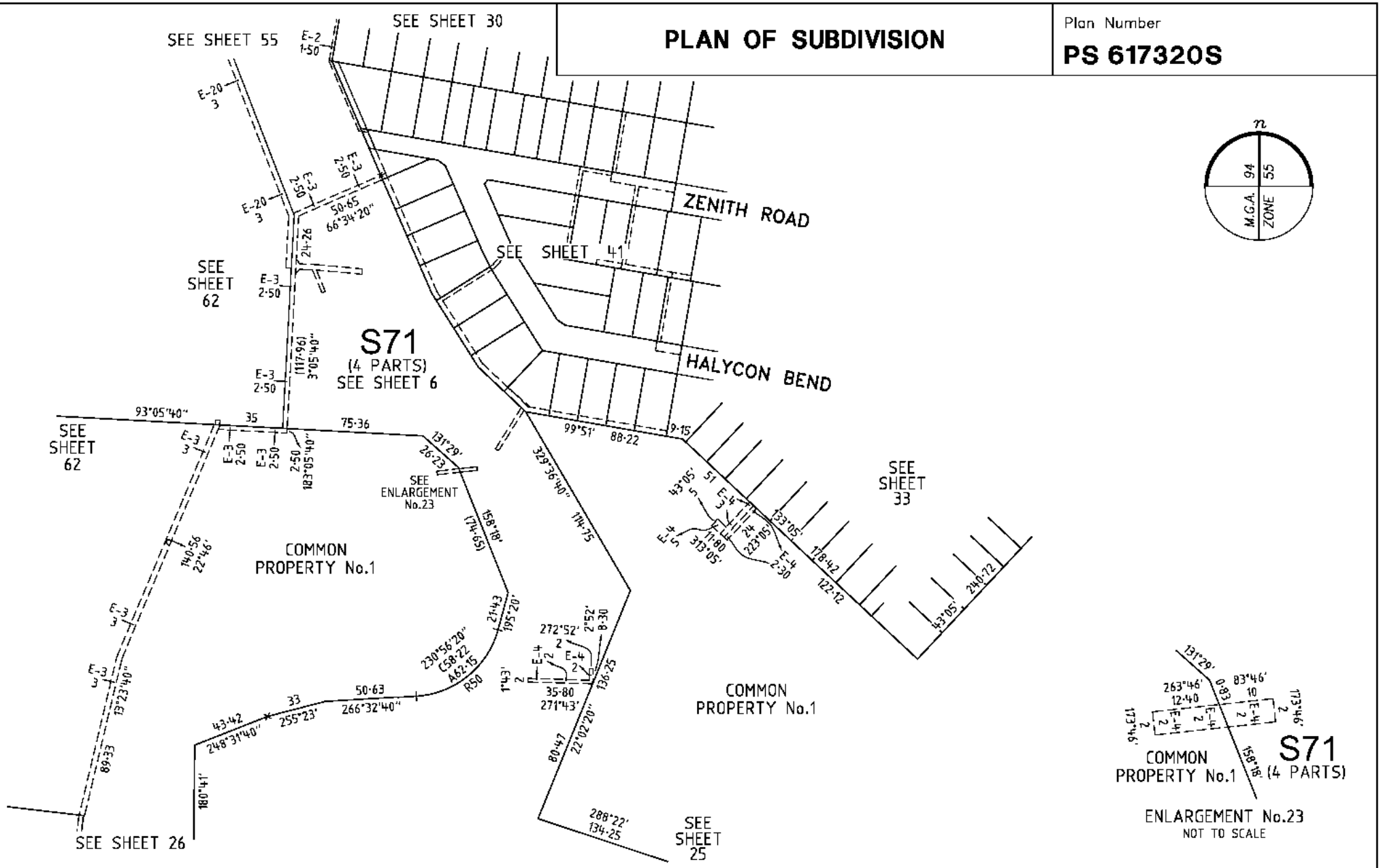
Sheet 33

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PLAN OF SUBDIVISION

Plan Number

PS 617320S



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Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL	
SCALE	SHEET SIZE
1:2000	A3

SCALE

20 0 40 80

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 24610333

DWG 2461035EA

15/05/18

VERSION A

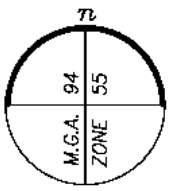
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Plan Number
PS 617320S



SEE SHEET 9

SEE SHEET 57

COMMON PROPERTY No.1

SEE ENLARGEMENT No.24

SEE SHEET 57

COMMON PROPERTY No.1

ENLARGEMENT No.24
NOT TO SCALE

SEE SHEET 12

MANDALAY

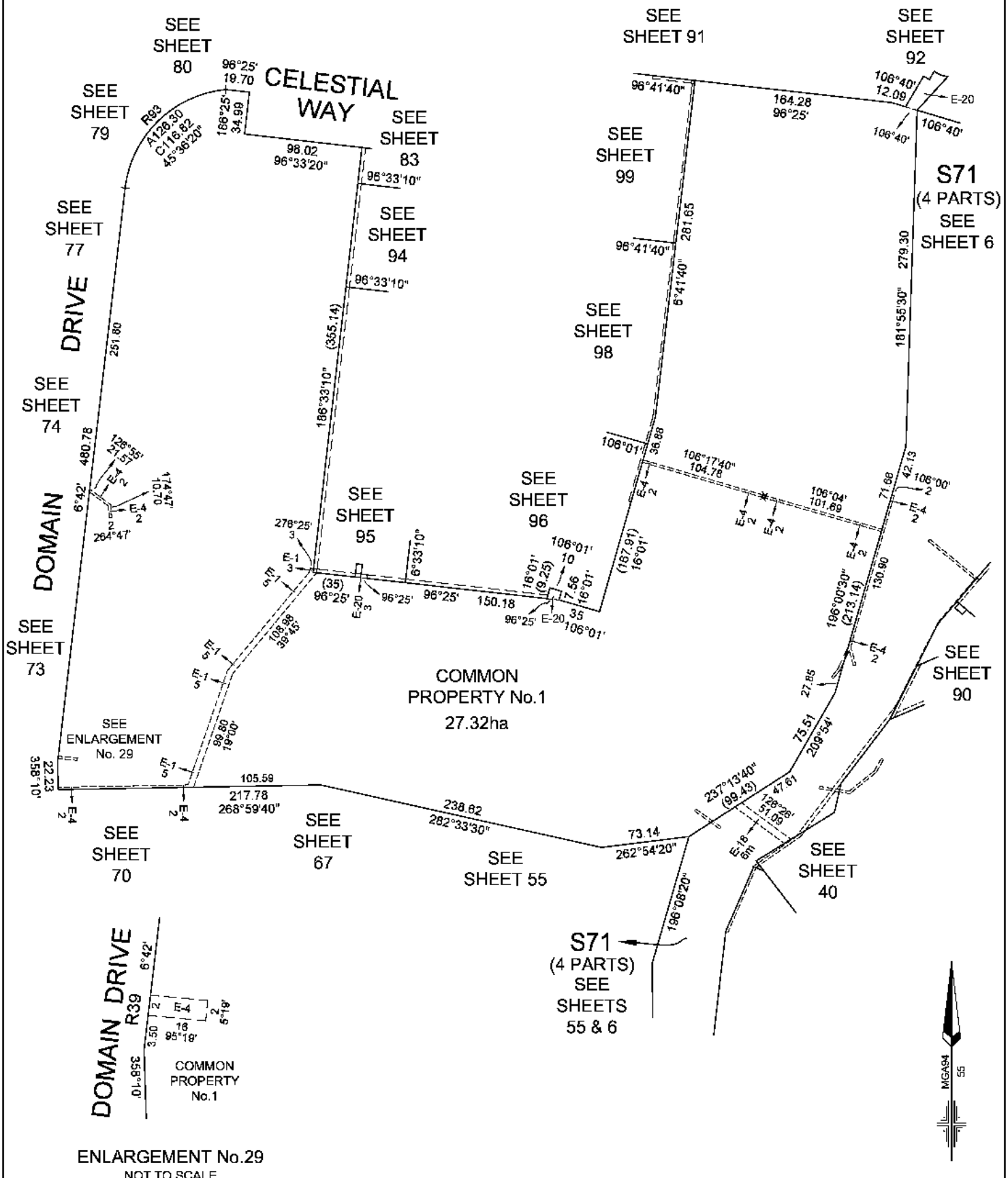
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 35
SCALE	SHEET SIZE	10 0 20 40	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:1000	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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PLAN OF SUBDIVISION

PS 617320S

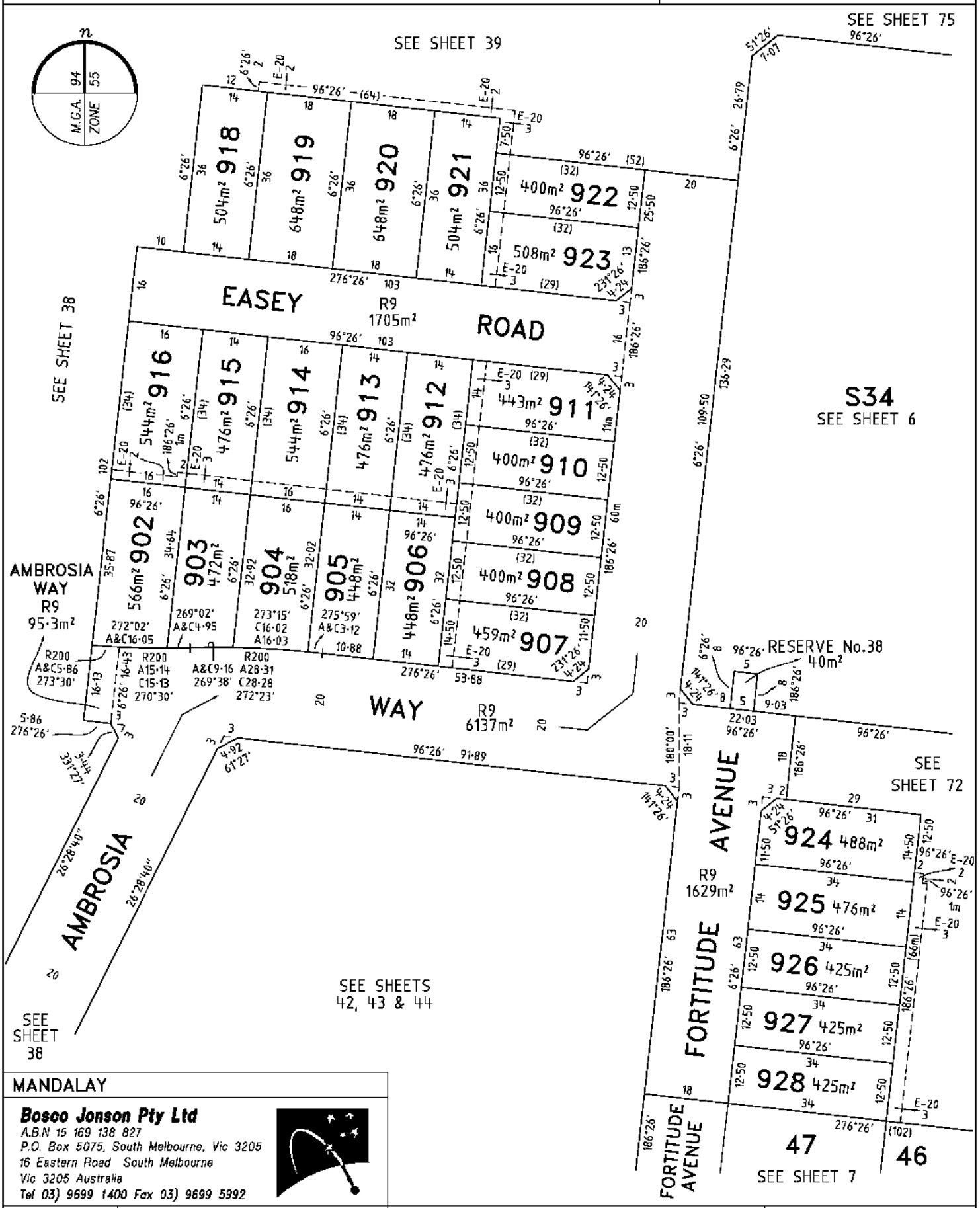


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:3000	0 30 60 90 120 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	DATE: 01/10/2024 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA		ORIGINAL SHEET SIZE: A3 SHEET 36

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Plan Number
PS 617320S



MANDALAY

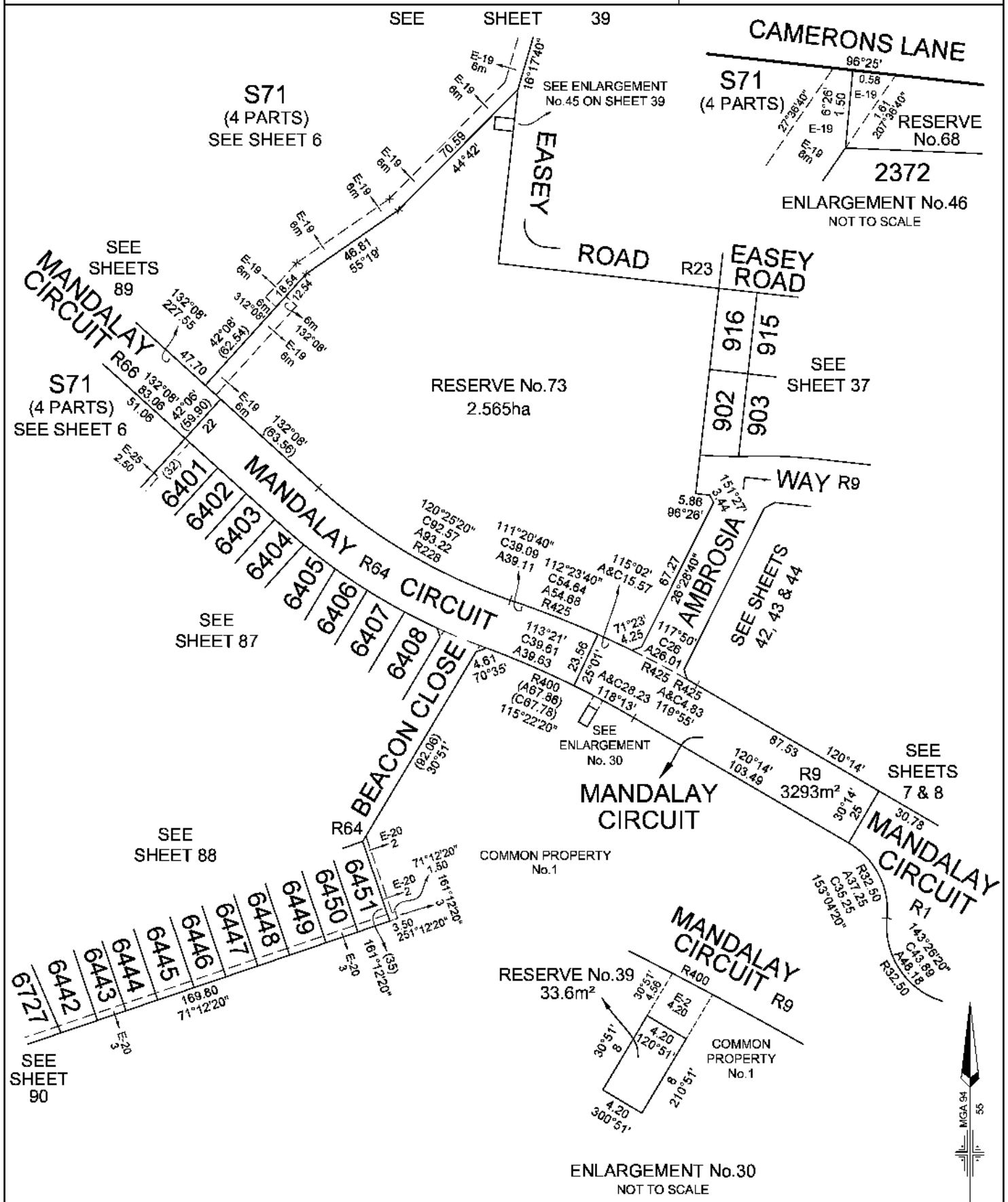
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 37
SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:750	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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PLAN OF SUBDIVISION

PS 617320S

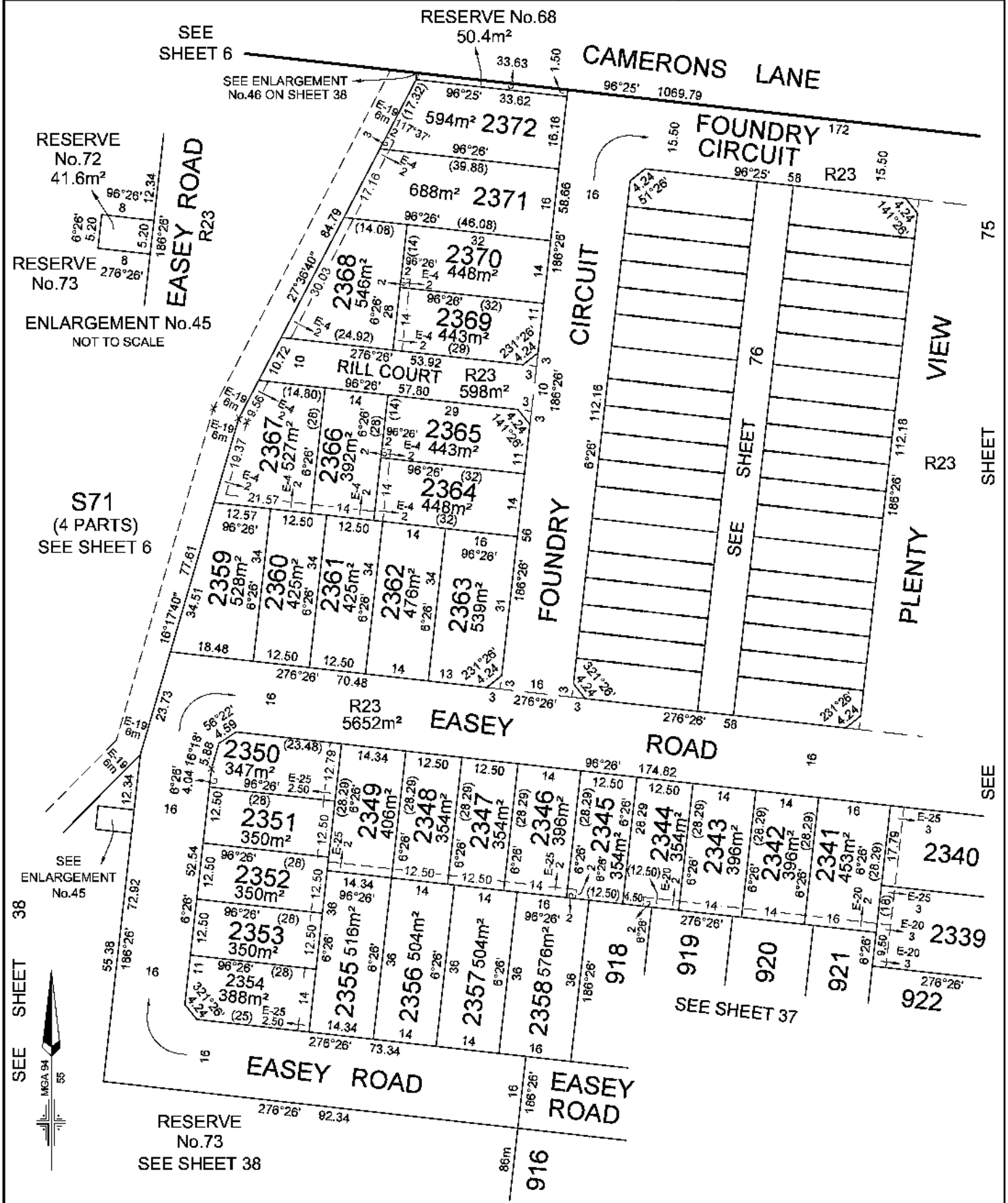


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:1500	0 15 30 45 60 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA		ORIGINAL SHEET SIZE: A3 SHEET 38

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PLAN OF SUBDIVISION

PS 617320S

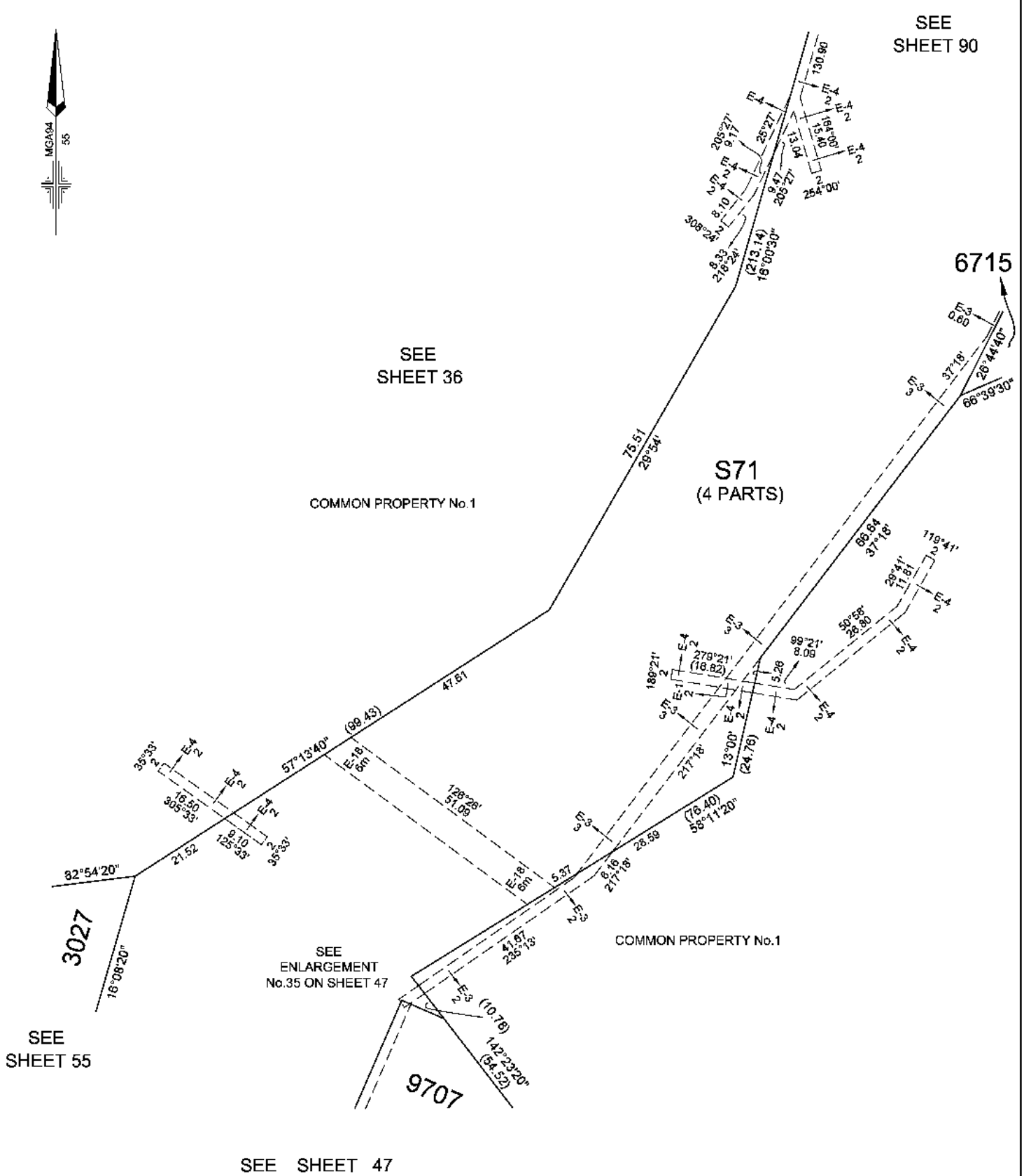


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	0 8 16 24 32 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA		ORIGINAL SHEET SIZE: A3 SHEET 39

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PLAN OF SUBDIVISION

PS 617320S

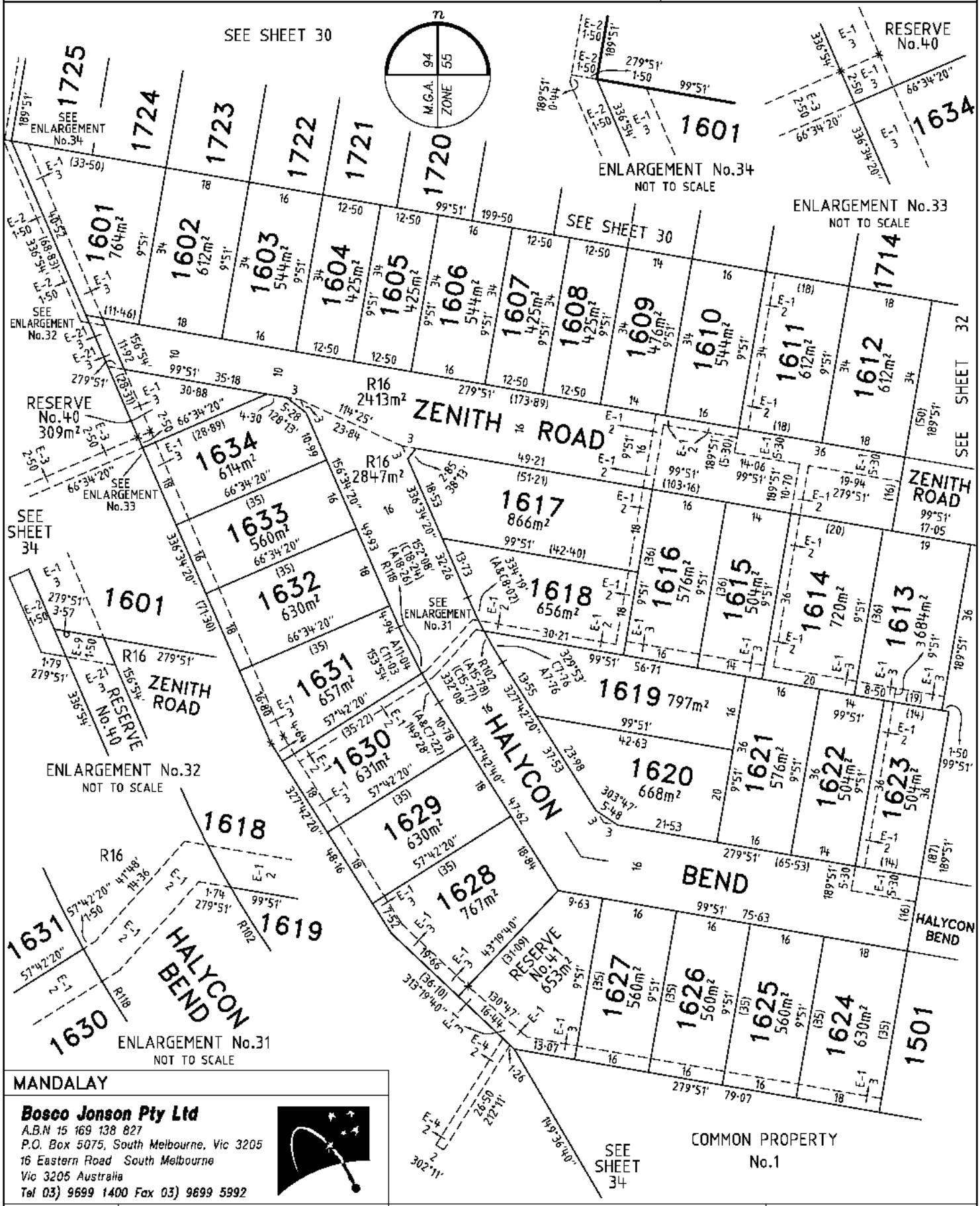


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY		SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	DATE: 01/10/2024	REFERENCE: AA0015		ORIGINAL SHEET SIZE: A3 SHEET 40
	DRAWING: CM0052AA	DRAWN BY: BA		

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Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

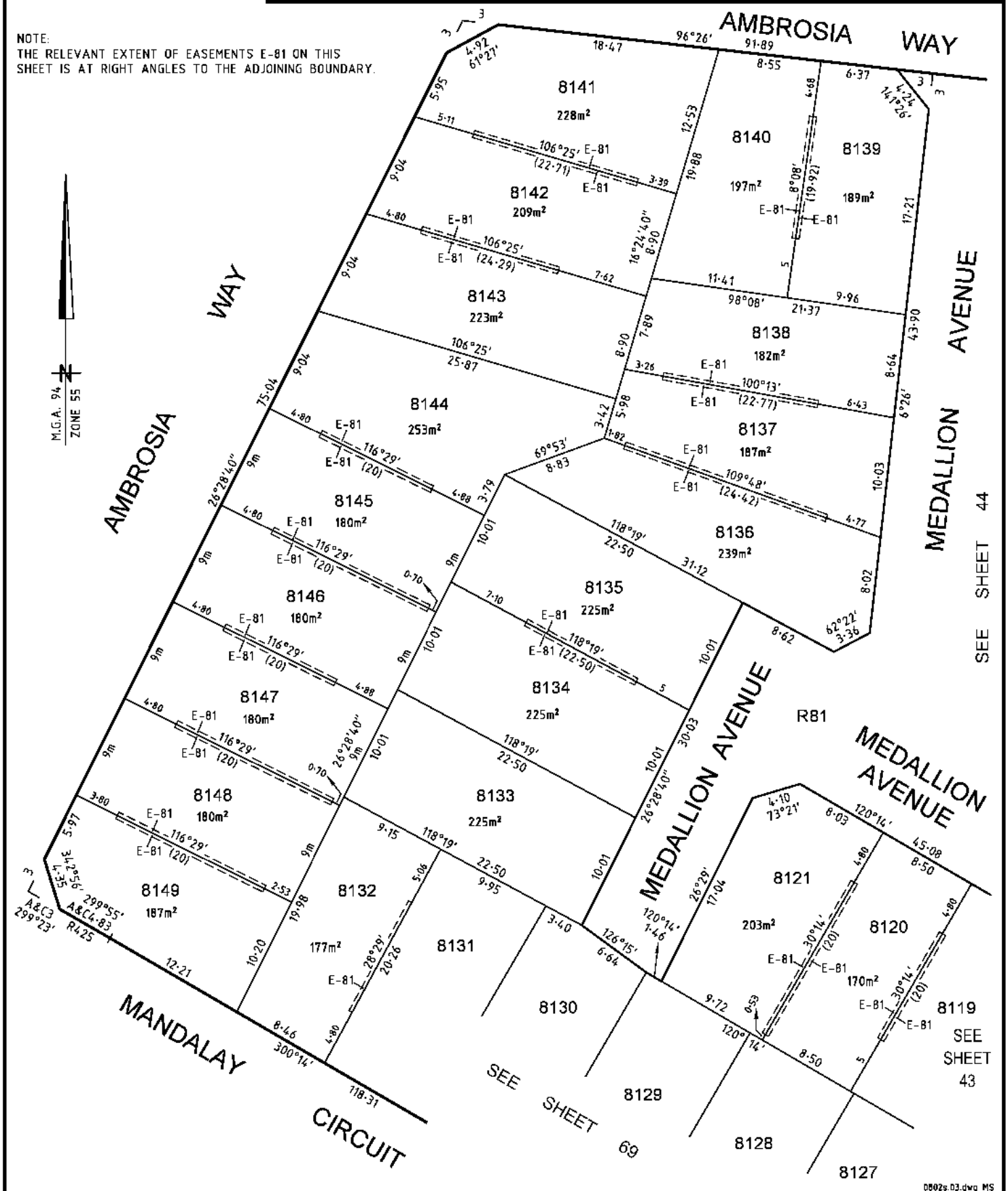
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SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:750	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

NOTE:
THE RELEVANT EXTENT OF EASEMENTS E-81 ON THIS SHEET IS AT RIGHT ANGLES TO THE ADJOINING BOUNDARY.



0802s.03.dwg MS

SMEC
Melbourne Survey T 9869 0813 F 9869 0901

SCALE
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LENGTHS ARE IN METRES

ORIGINAL SCALE 1:300

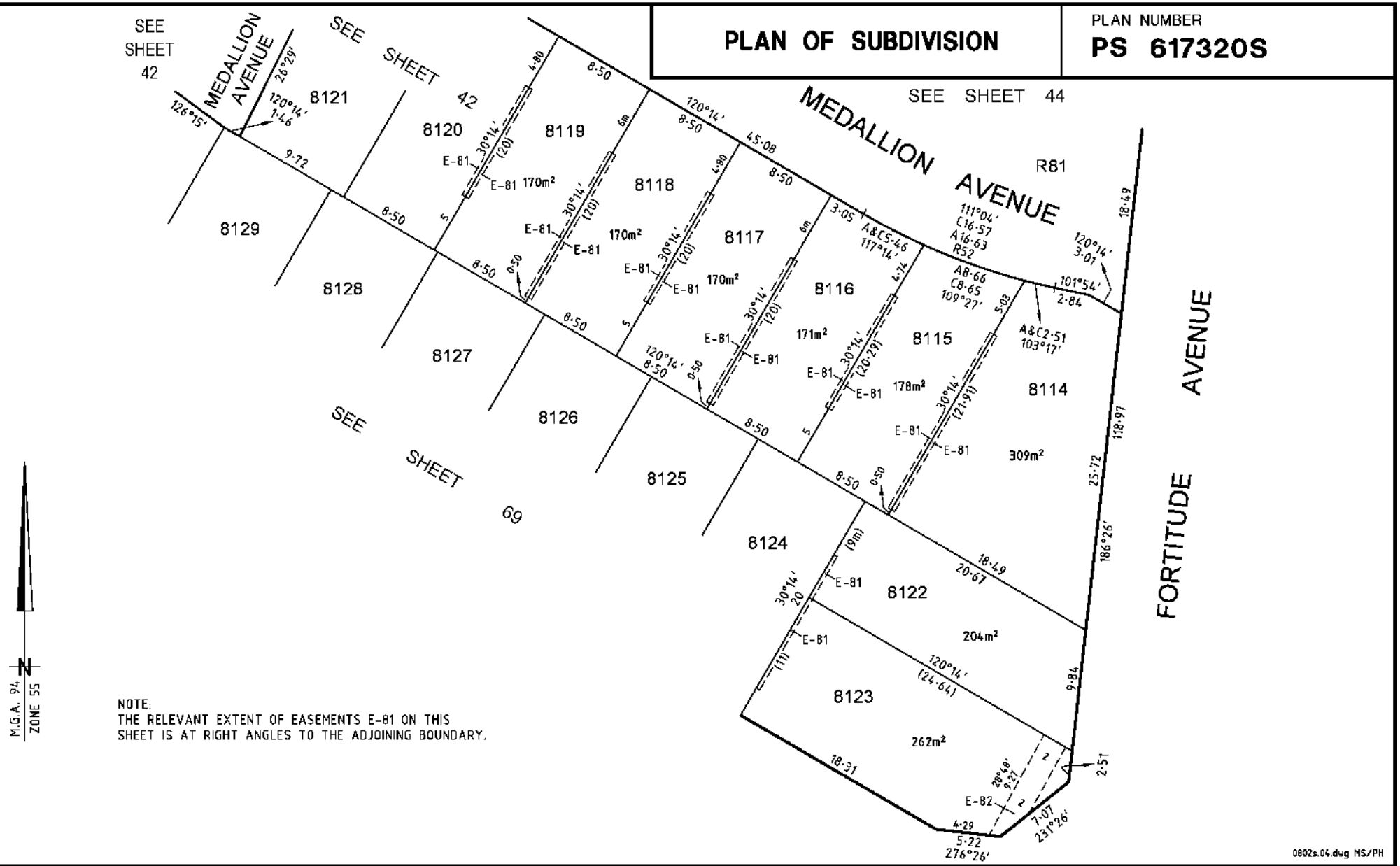
SHEET 42
ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: .....

REF 0802s VERSION K

PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S



SMEC
Melbourne Survey T 9869 0813 F 9869 0901

SCALE
3 0 3 6 9 12 15
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:300

DIGITALLY SIGNED BY LICENSED SURVEYOR: .....

REF 0802s VERSION K

SHEET 43
ORIGINAL SHEET SIZE A3

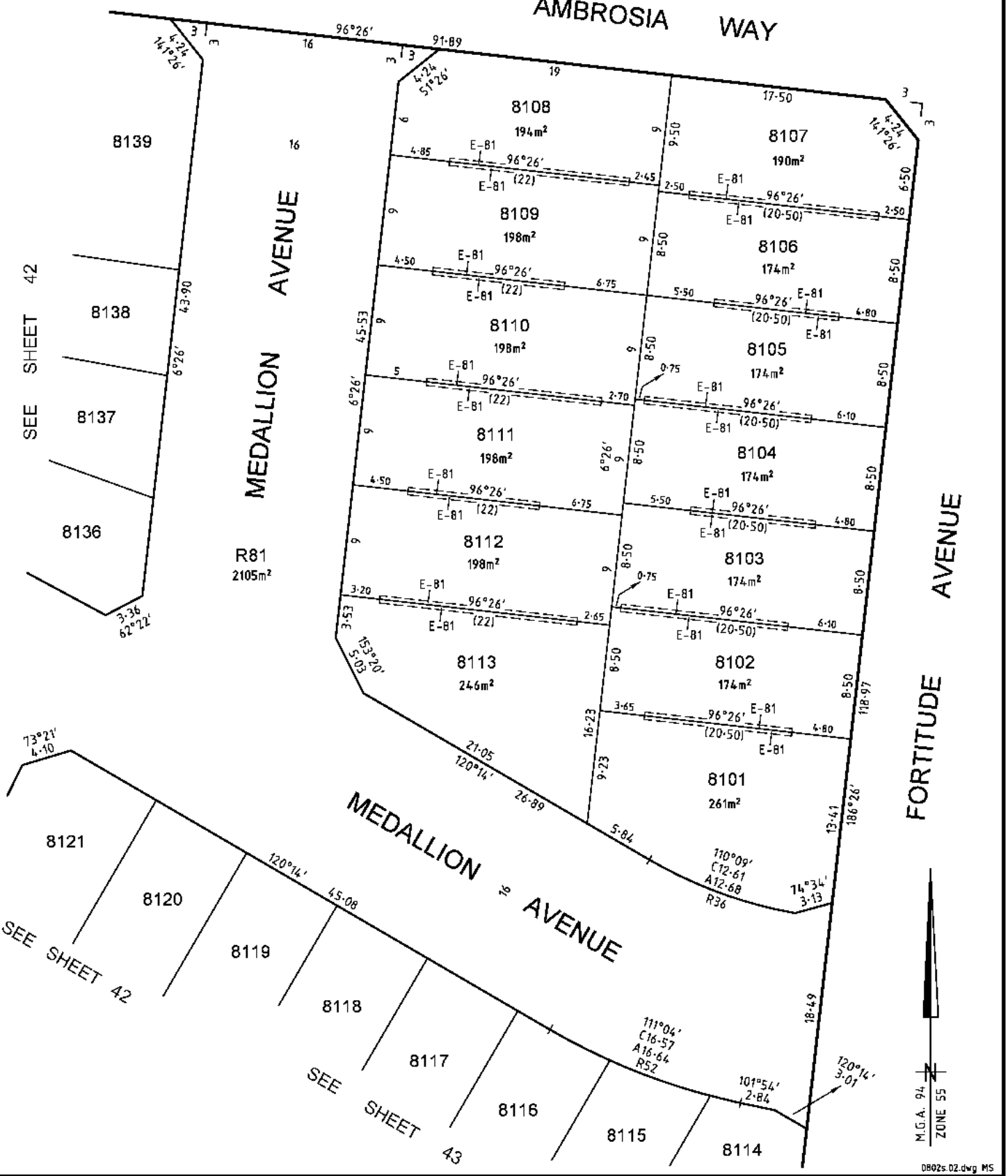
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

NOTE:
THE RELEVANT EXTENT OF EASEMENTS E-81 ON THIS SHEET IS AT RIGHT ANGLES TO THE ADJOINING BOUNDARY.



SMEC
Melbourne Survey T 9869 0813 F 9869 0901

SCALE
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LENGTHS ARE IN METRES

ORIGINAL SCALE 1:300

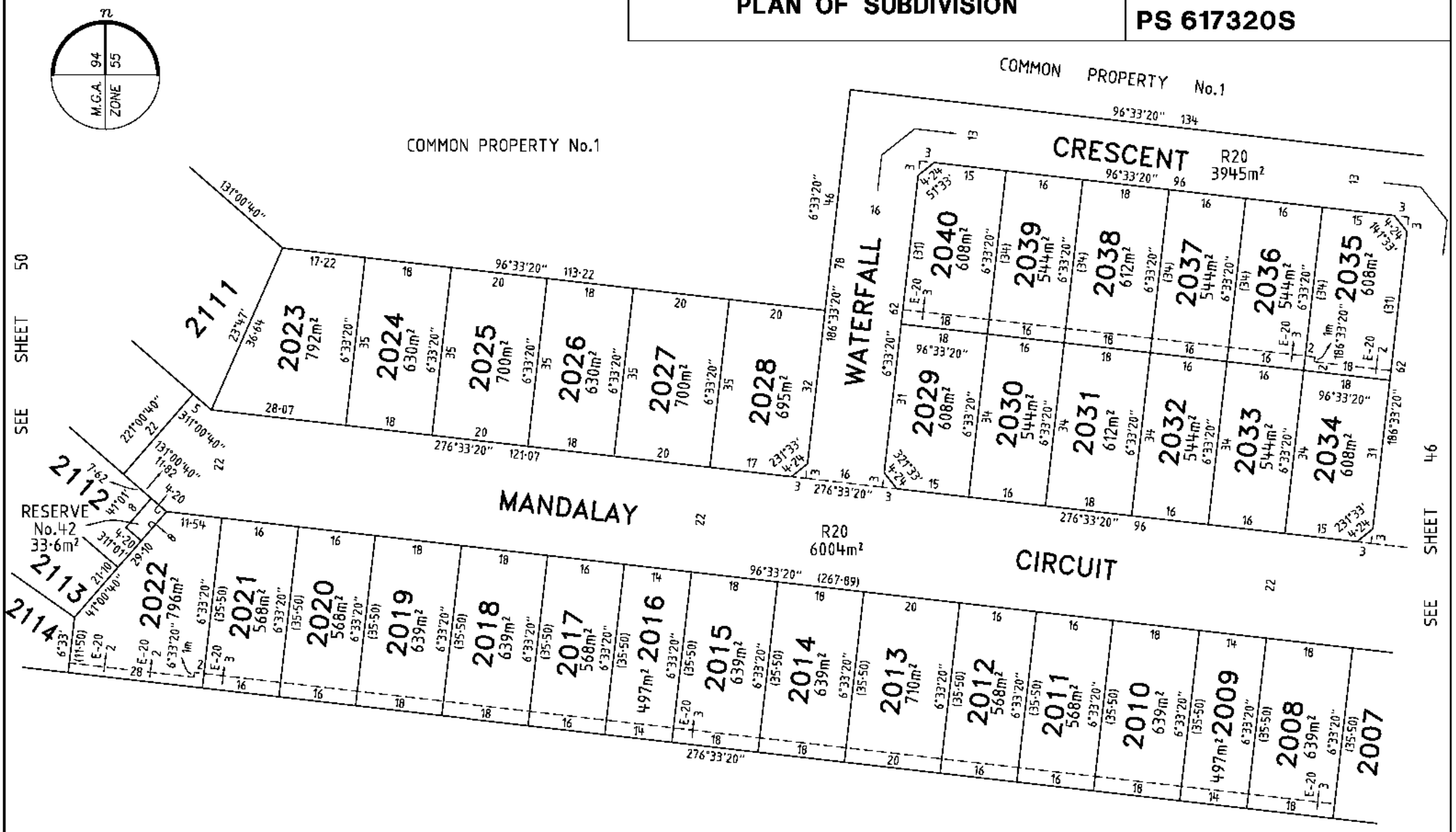
SHEET 44
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DIGITALLY SIGNED BY LICENSED SURVEYOR: .....

REF 0802s VERSION K

PLAN OF SUBDIVISION

Plan Number
PS 617320S

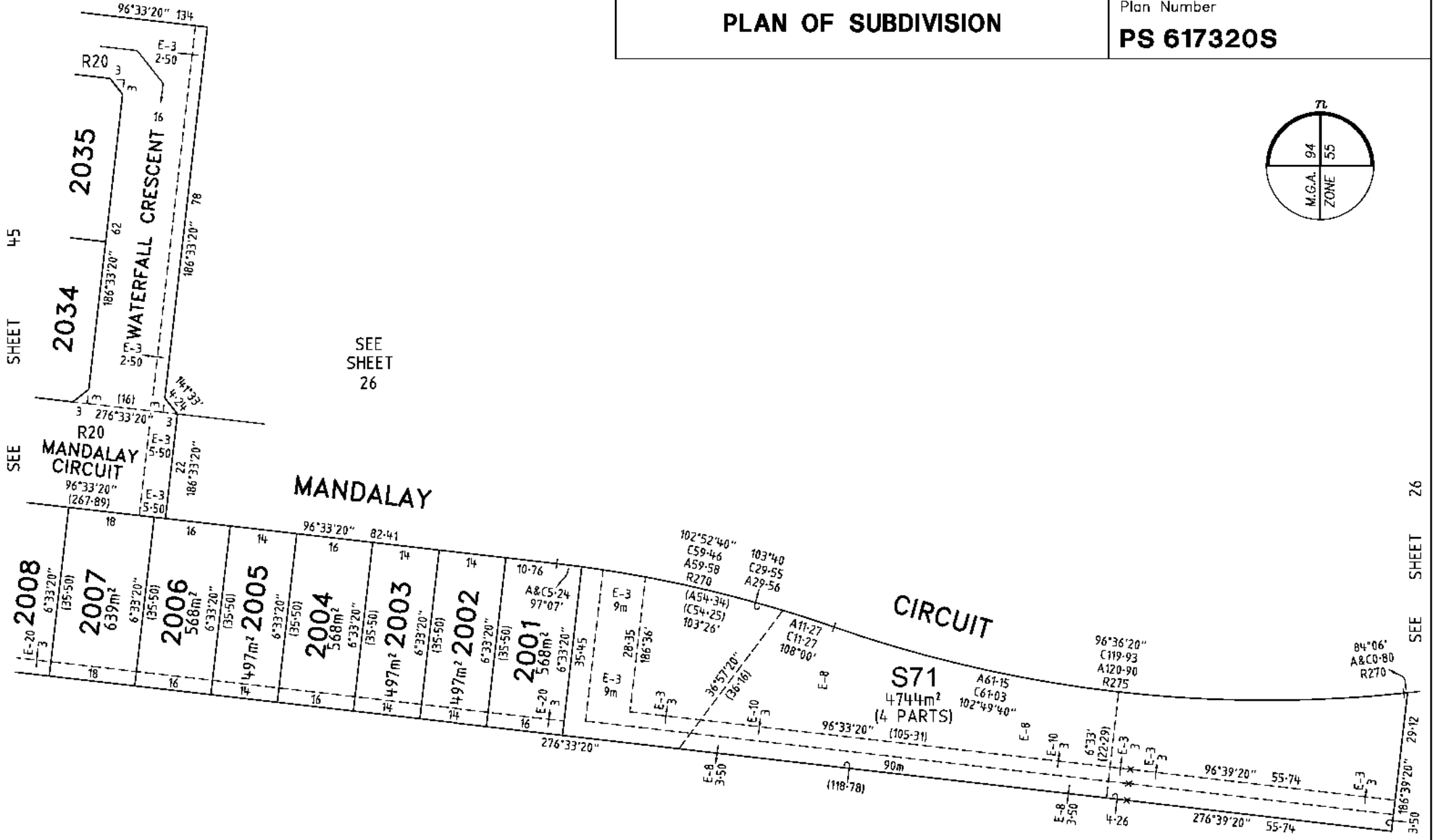


MANDALAY	ORIGINAL	SCALE		Sheet 45
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	SCALE 1:750 / SHEET SIZE A3	7·5 0 15 30 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED . . . . . DATE / / REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

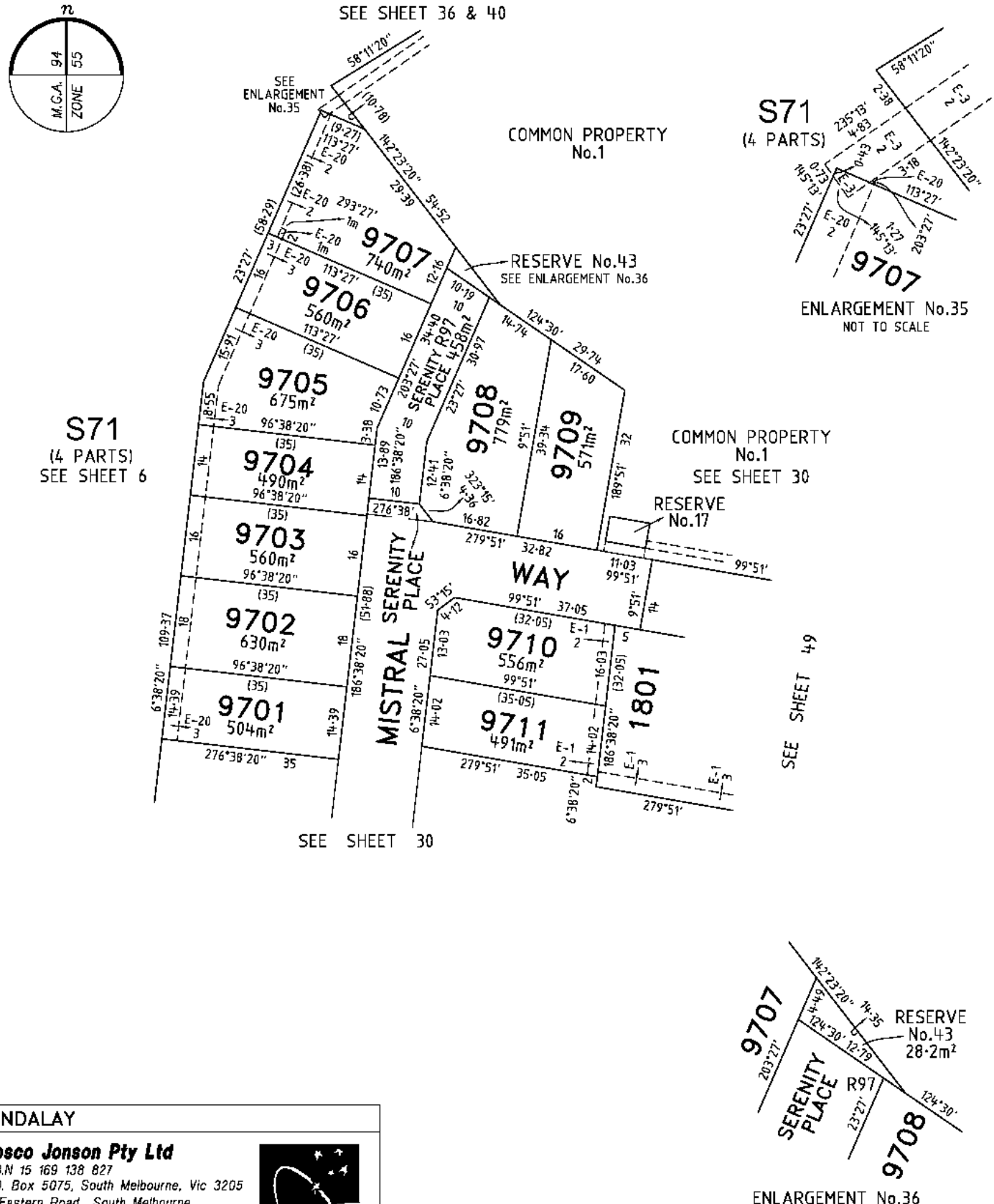
Sheet 46

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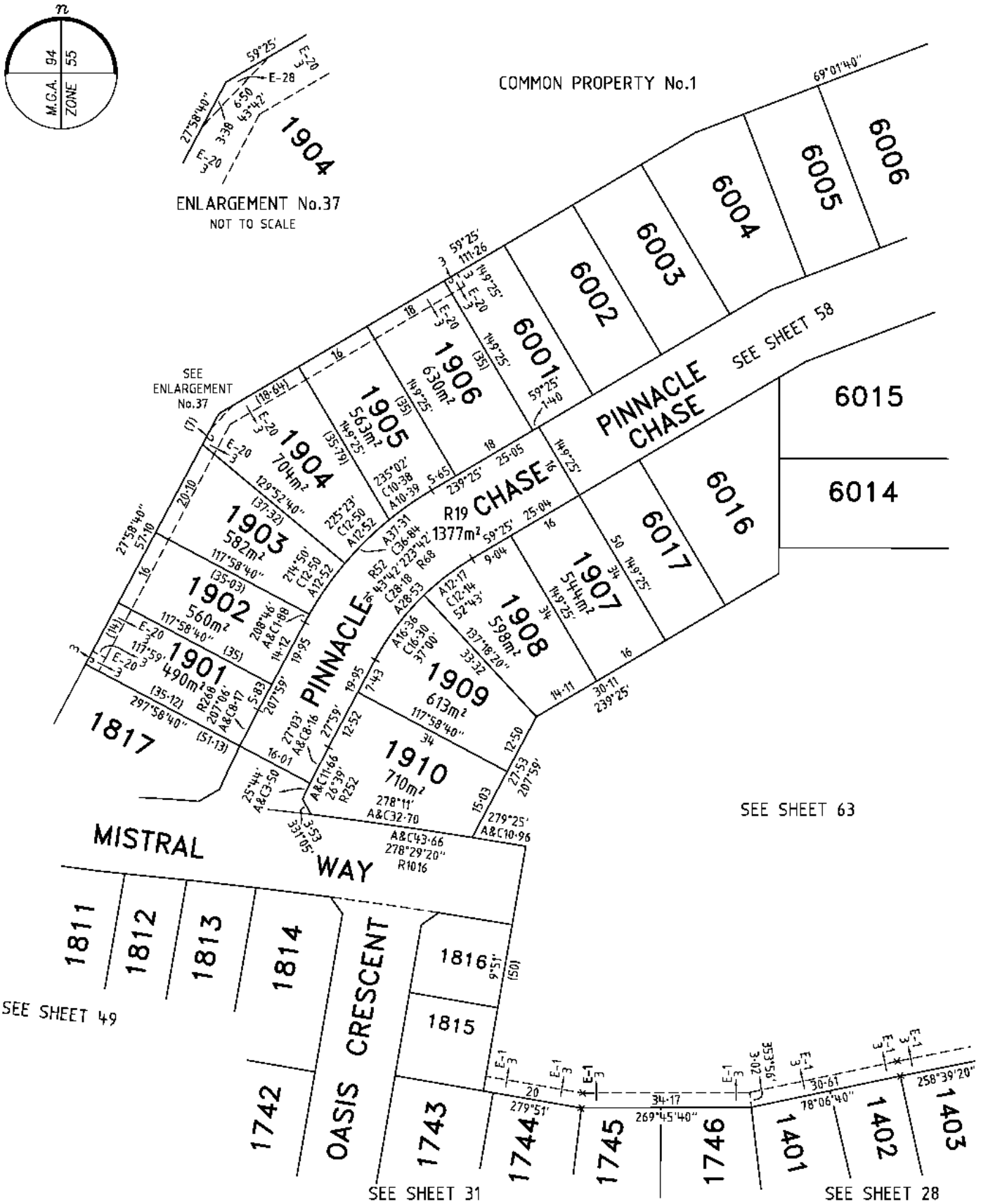
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		
SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	Sheet 47
1:750	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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PLAN OF SUBDIVISION

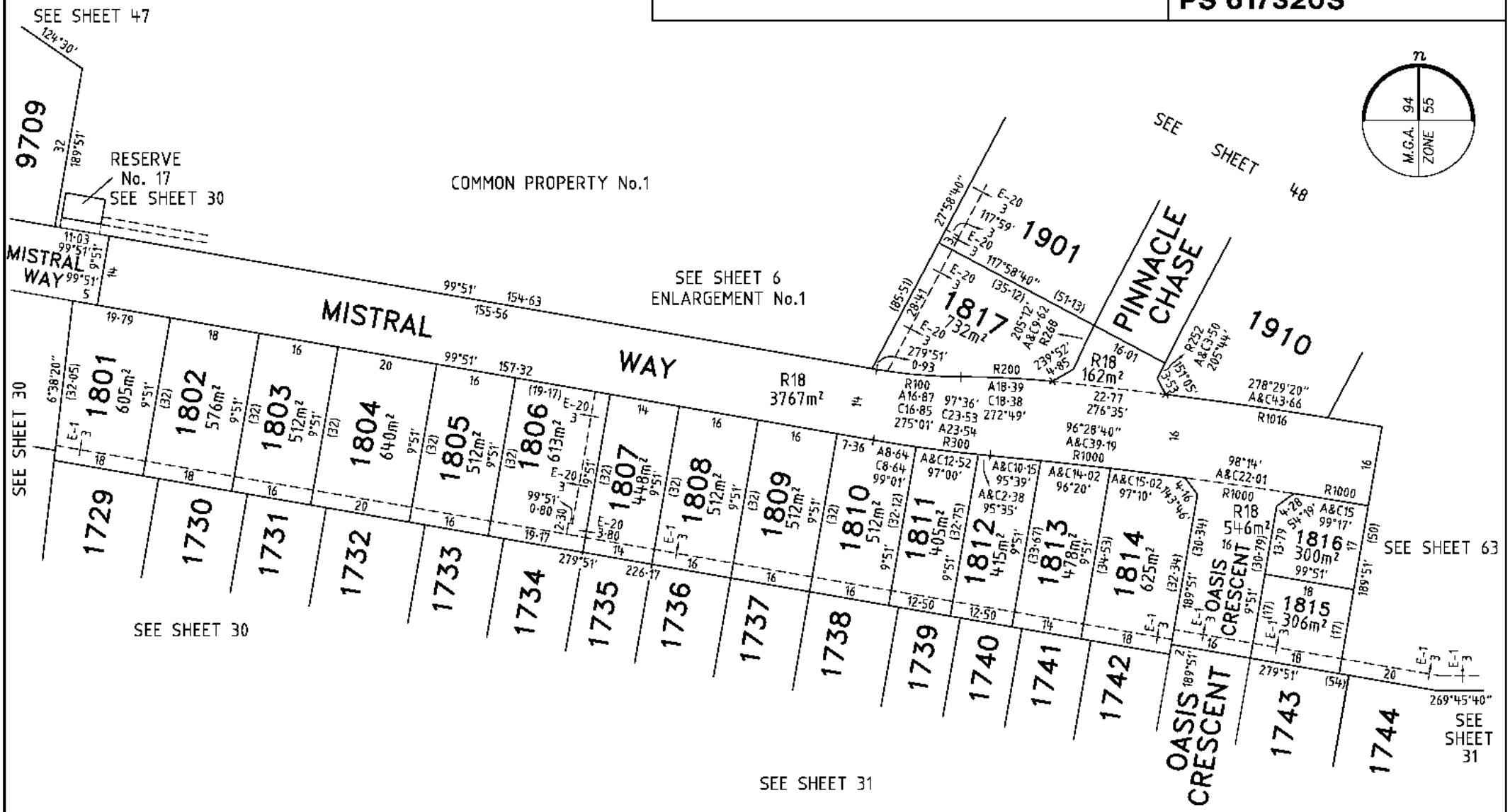
PS 617320S



MANDALAY	LICENSED SURVEYOR GREGORY STUART WILLIAMS	SCALE 1:750	7·5 0 15 30 LENGTHS ARE IN METRES
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	DATE 15/05/18 REFERENCE 24610333 VERSION A DRAWING 2461035EA		ORIGINAL SHEET SIZE A3 SHEET 48

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

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A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE	SHEET SIZE
1:750	A3

SCALE
7·5 0 15 30
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED . . . . . DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

Sheet 49

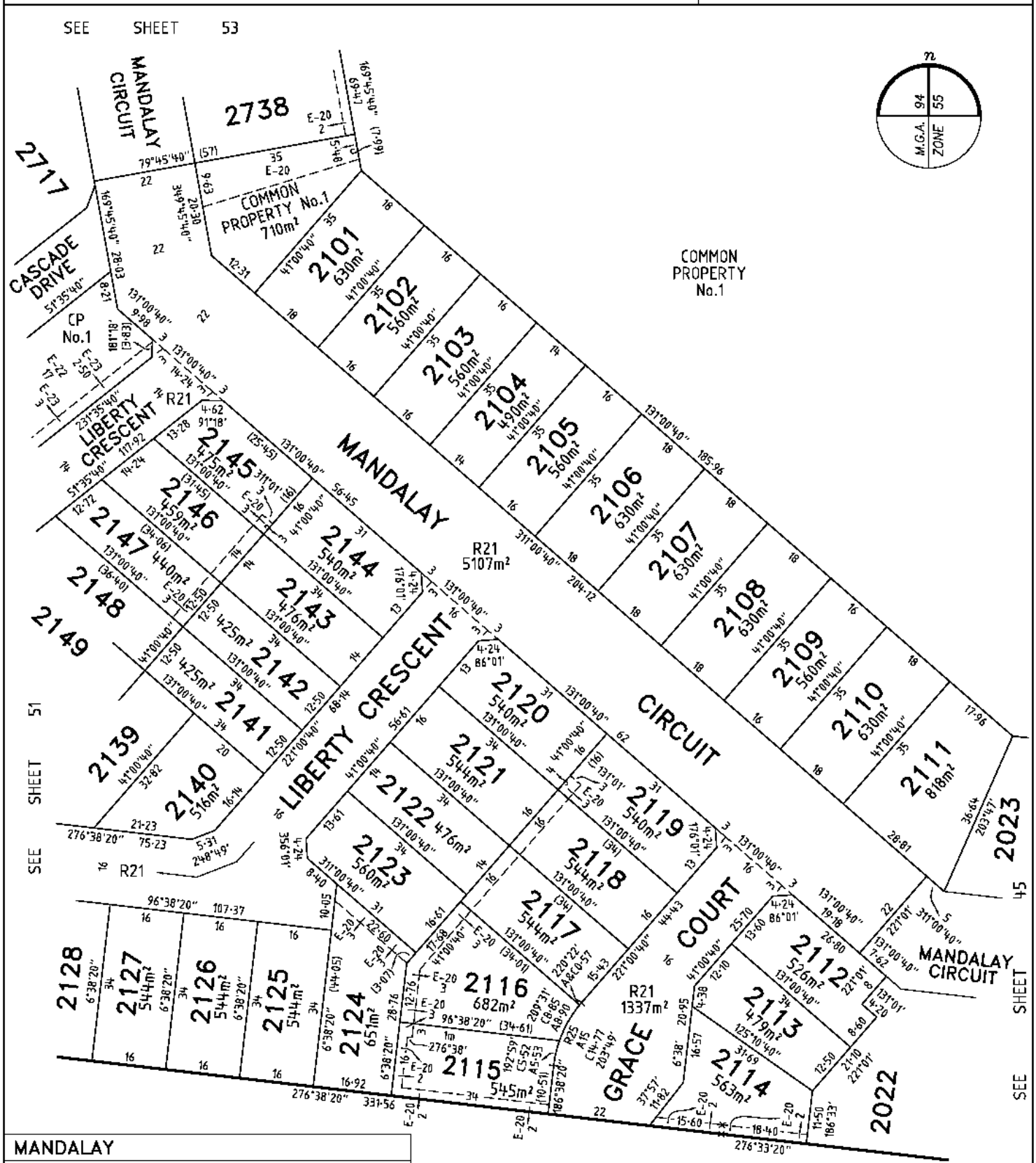
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PLAN OF SUBDIVISION

Plan Number

PS 617320S



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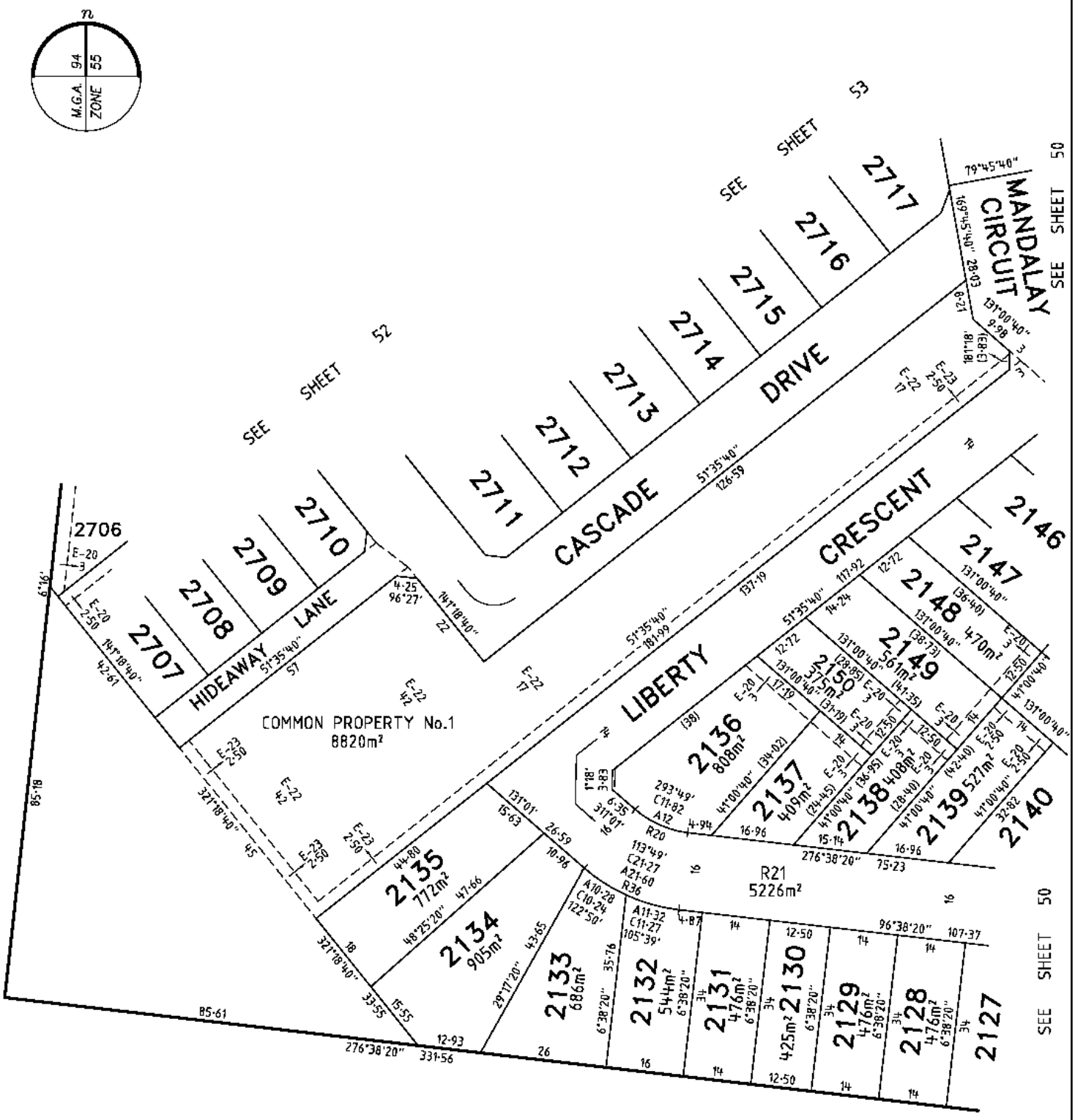
Bosco Jonson Pty Ltd
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P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 50
SCALE	SHEET SIZE	8 0 16 32	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:800	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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PLAN OF SUBDIVISION

Plan Number
PS 617320S



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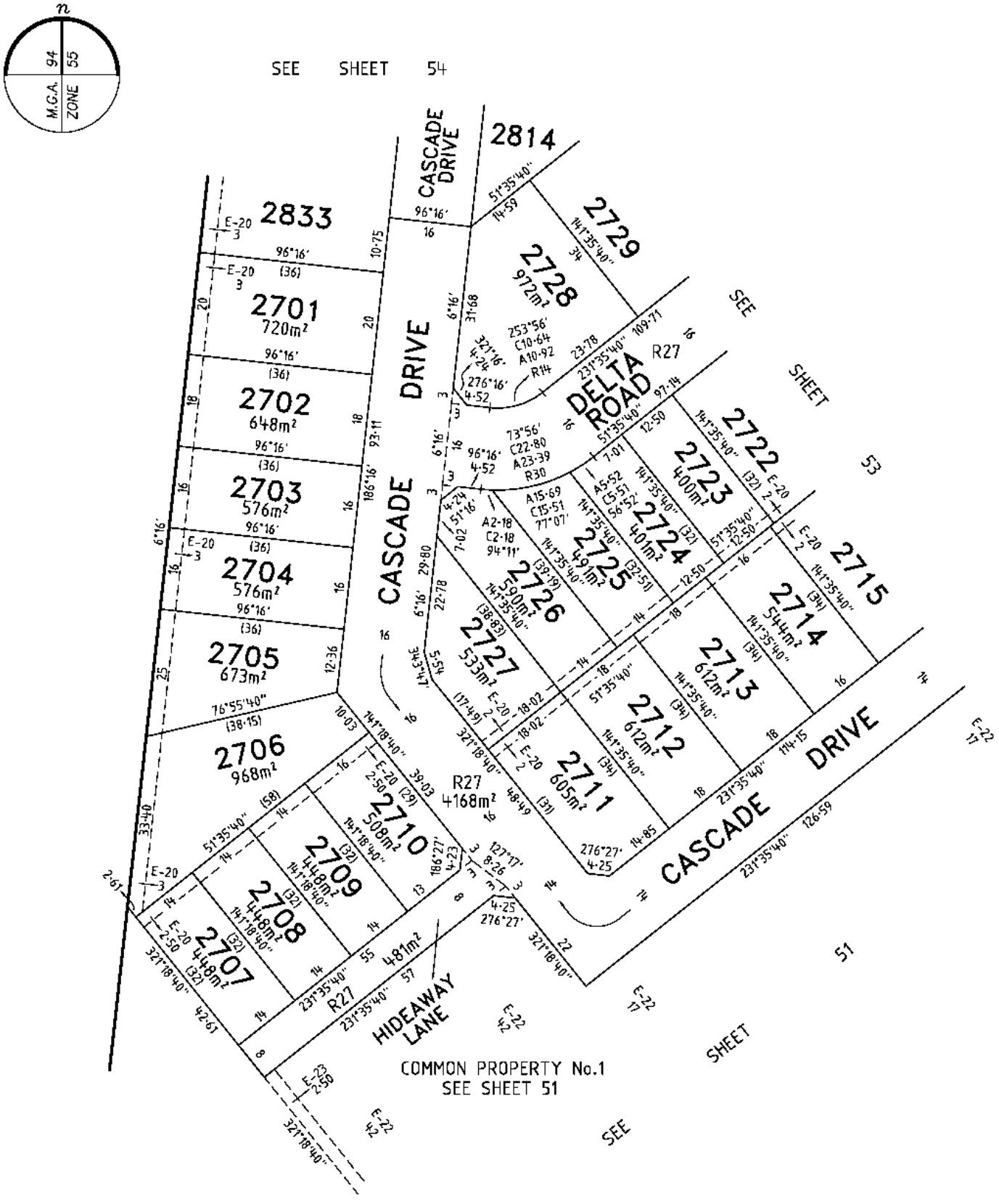
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
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16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 51
SCALE	SHEET SIZE	8 0 16 32	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
1:800	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 24610333 DWG 2461035EA 15/05/18 VERSION A	

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PLAN OF SUBDIVISION

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LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

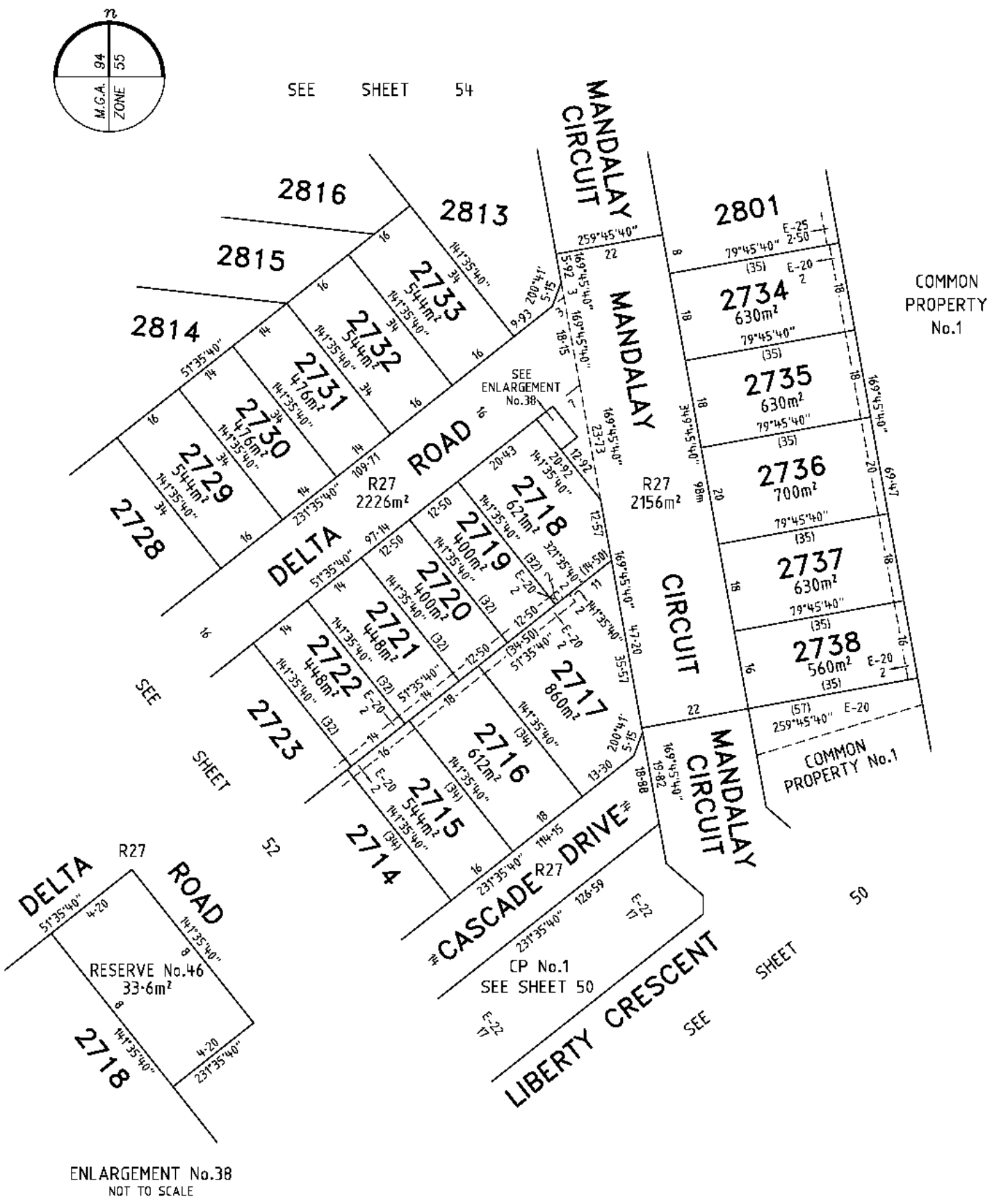
ORIGINAL SHEET SIZE A3

SHEET 52

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PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 15/05/18

REFERENCE 24610333

VERSION A

DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

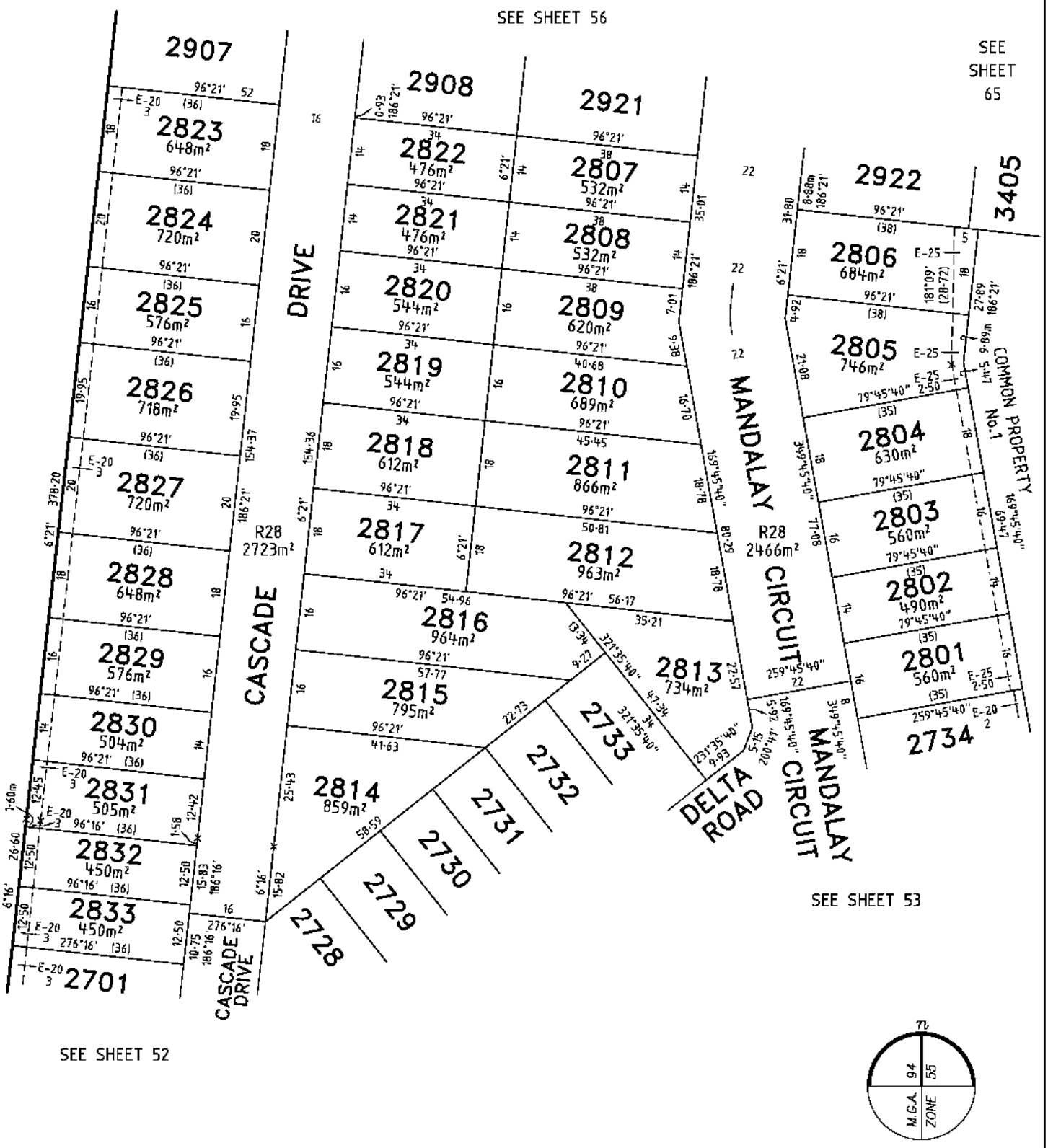
SHEET 53

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
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PLAN OF SUBDIVISION

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LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:800

8 0 16 32
LENGTHS ARE IN METRES

DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

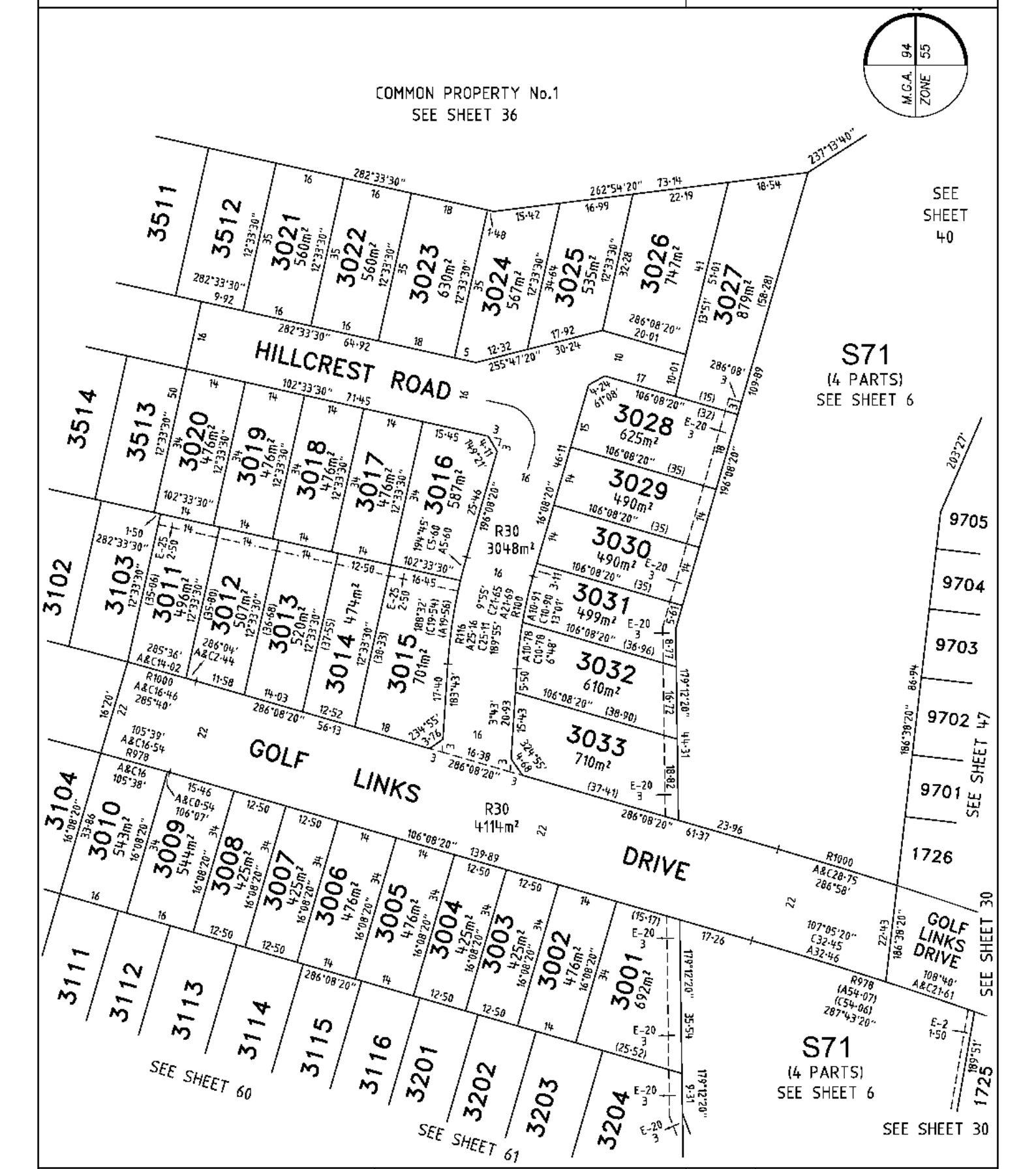
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SHEET 54

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PLAN OF SUBDIVISION

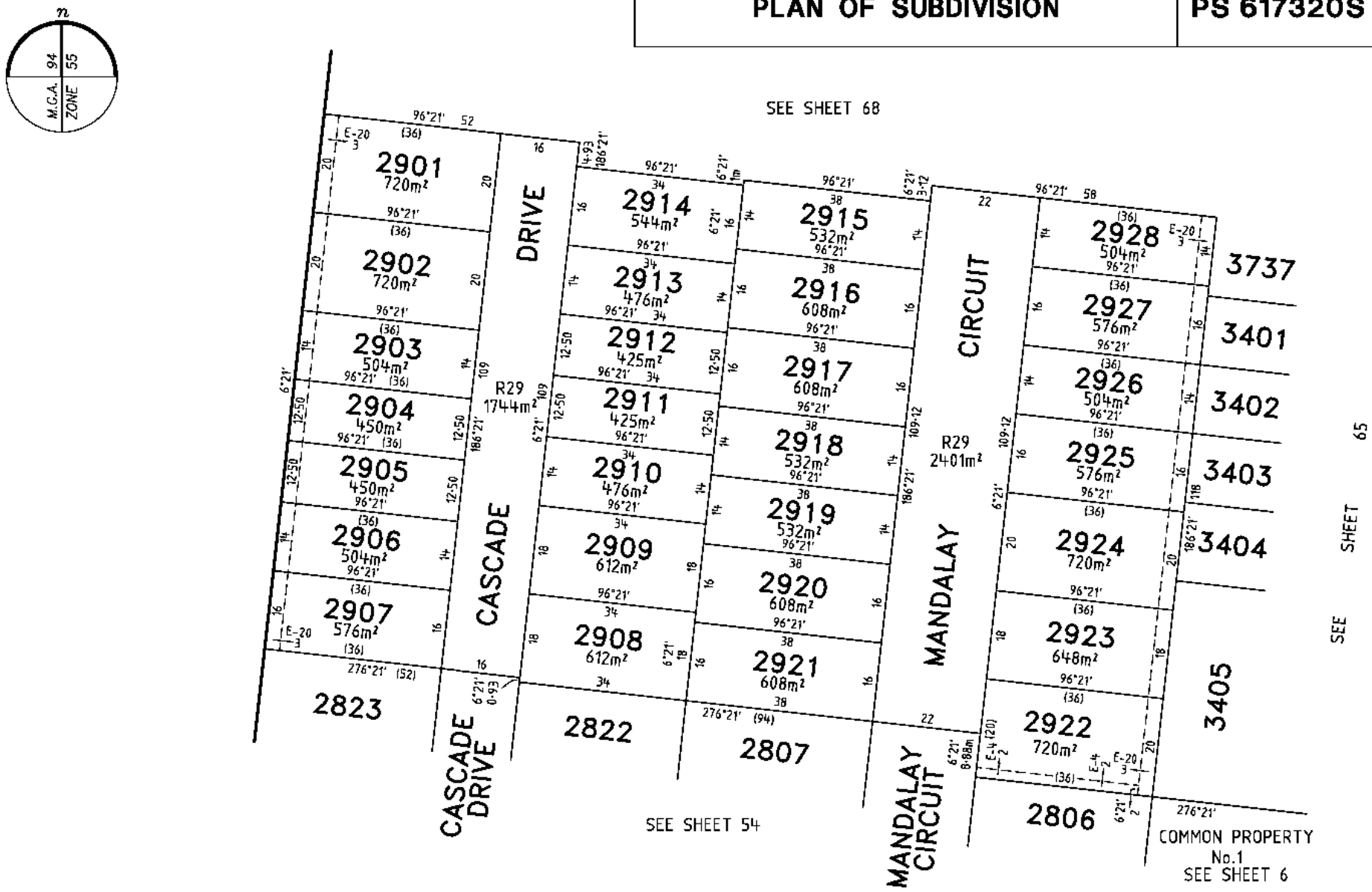
PS 617320S



MANDALAY	LICENSED SURVEYOR GREGORY STUART WILLIAMS	SCALE 1:800	8 0 16 32 LENGTHS ARE IN METRES
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	DATE 15/05/18 REFERENCE 24610333 VERSION A DRAWING 2461035EA		ORIGINAL SHEET SIZE A3 SHEET 55

PLAN OF SUBDIVISION

PS 617320S



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A.B.N 15 169 138 827
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Vic 3205 Australia
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MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

8 0 16 32

LENGTHS ARE IN METRES

SCALE 1:800

ORIGINAL SHEET SIZE A3

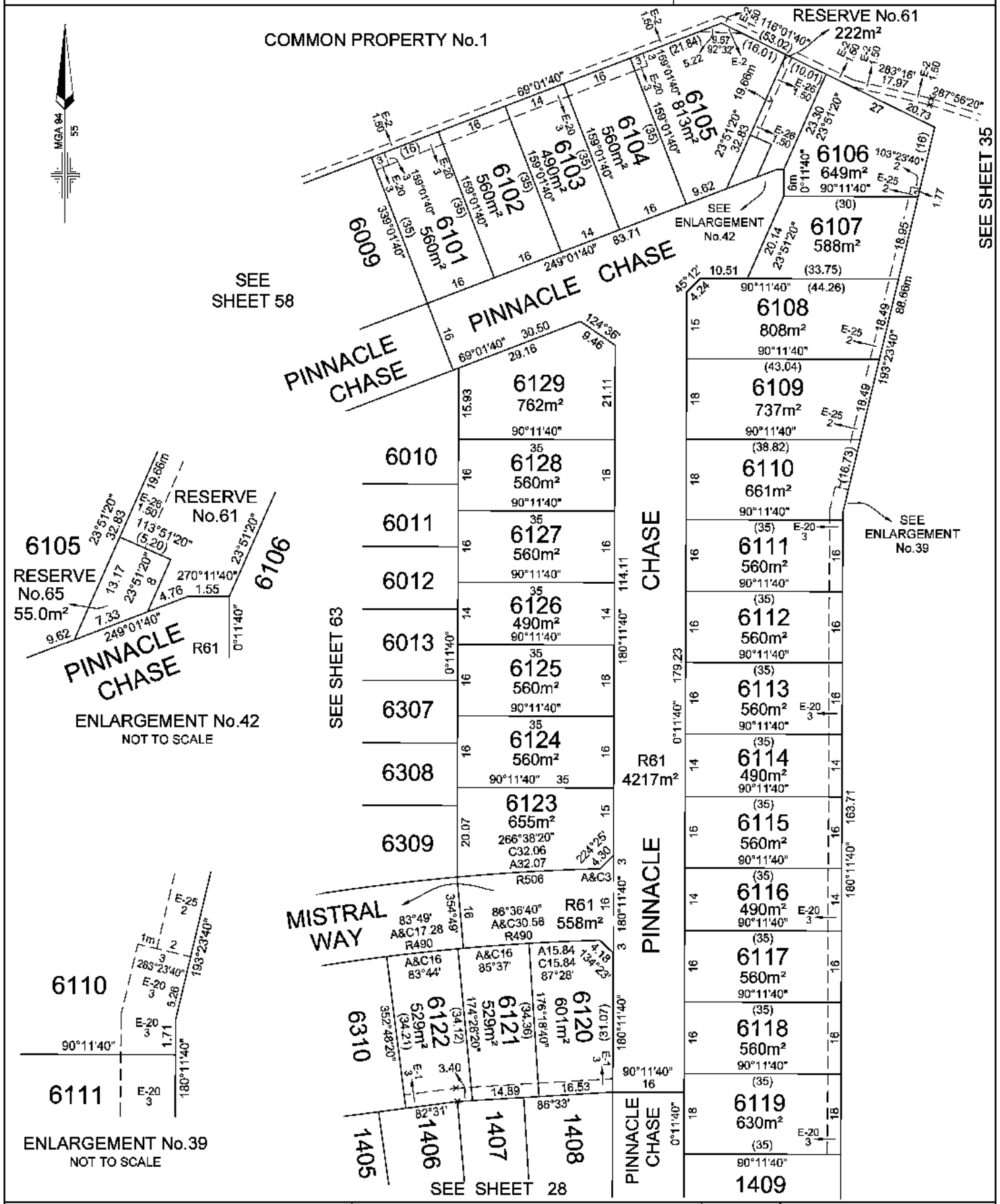
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PLAN OF SUBDIVISION

PS 617320S

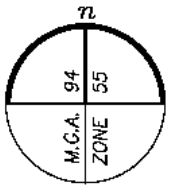


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	0 8 16 24 32 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 516 611 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 21/01/19 REFERENCE: AA0015 DRAWING: CM0061AB DRAWN BY: LS		ORIGINAL SHEET SIZE: A3 SHEET 57

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PLAN OF SUBDIVISION

PS 617320S



COMMON PROPERTY No.1

SEE SHEET 57

6009 630m²

6008 599m²

6007 594m²

6006 594m²

6005 560m²

6004 703m²

6003 560m²

6002 560m²

6001 490m²

1906

1905

SEE SHEET 48

PINNACLE

CHASE

R60 2214m²

6010 66 m²

6011 490m²

6012 490m²

6013 560m²

INGOT STREET

R60 862m²

6015 810m²

6014 612m²

6016 769m²

6017 476m²

1907

1908

1909

1910

PINNACLE

MISTRAL WAY

SEE SHEET 49

SEE SHEET 63

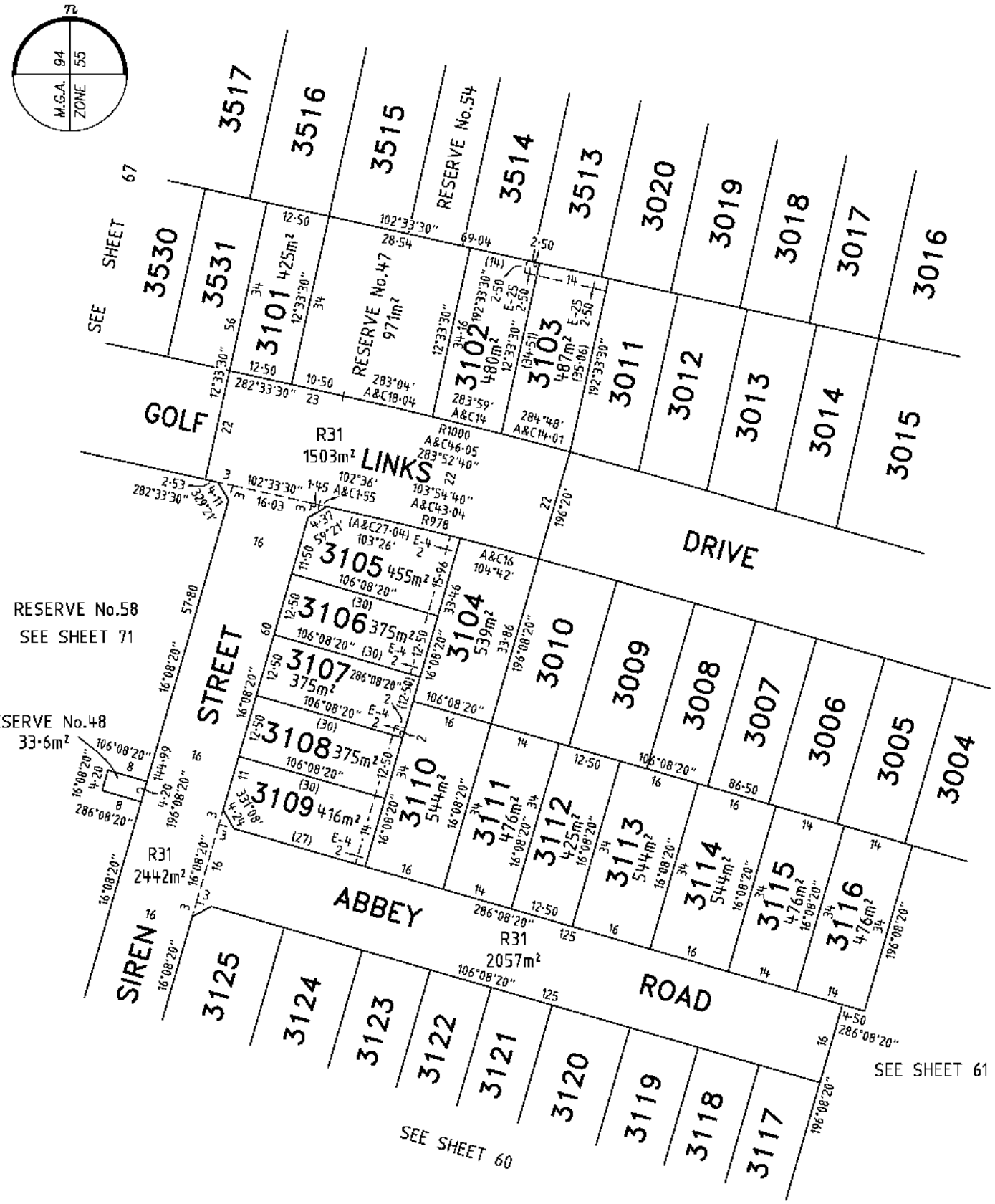
SEE SHEET 57

MANDALAY	LICENSED SURVEYOR GREGORY STUART WILLIAMS	SCALE 1:750	7·5 0 15 30 LENGTHS ARE IN METRES
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	DATE 15/05/18 REFERENCE 24610333 VERSION A DRAWING 2461035EA		ORIGINAL SHEET SIZE A3 SHEET 58

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PLAN OF SUBDIVISION

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LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 15/05/18 REFERENCE 24610333

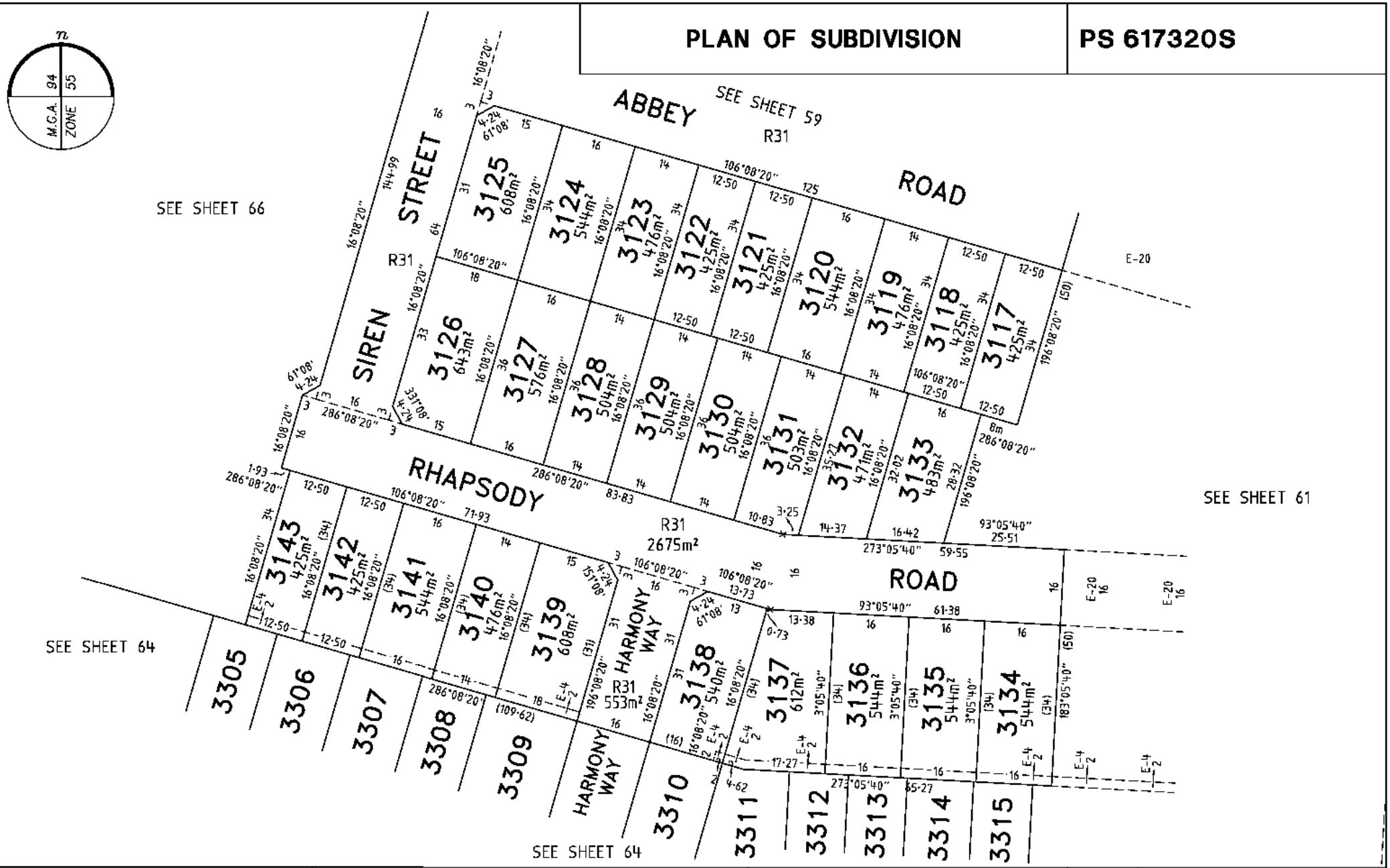
VERSION A DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

SHEET 59

PLAN OF SUBDIVISION

PS 617320S



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MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

7·5 0 15 30

LENGTHS ARE IN METRES

SCALE 1:750

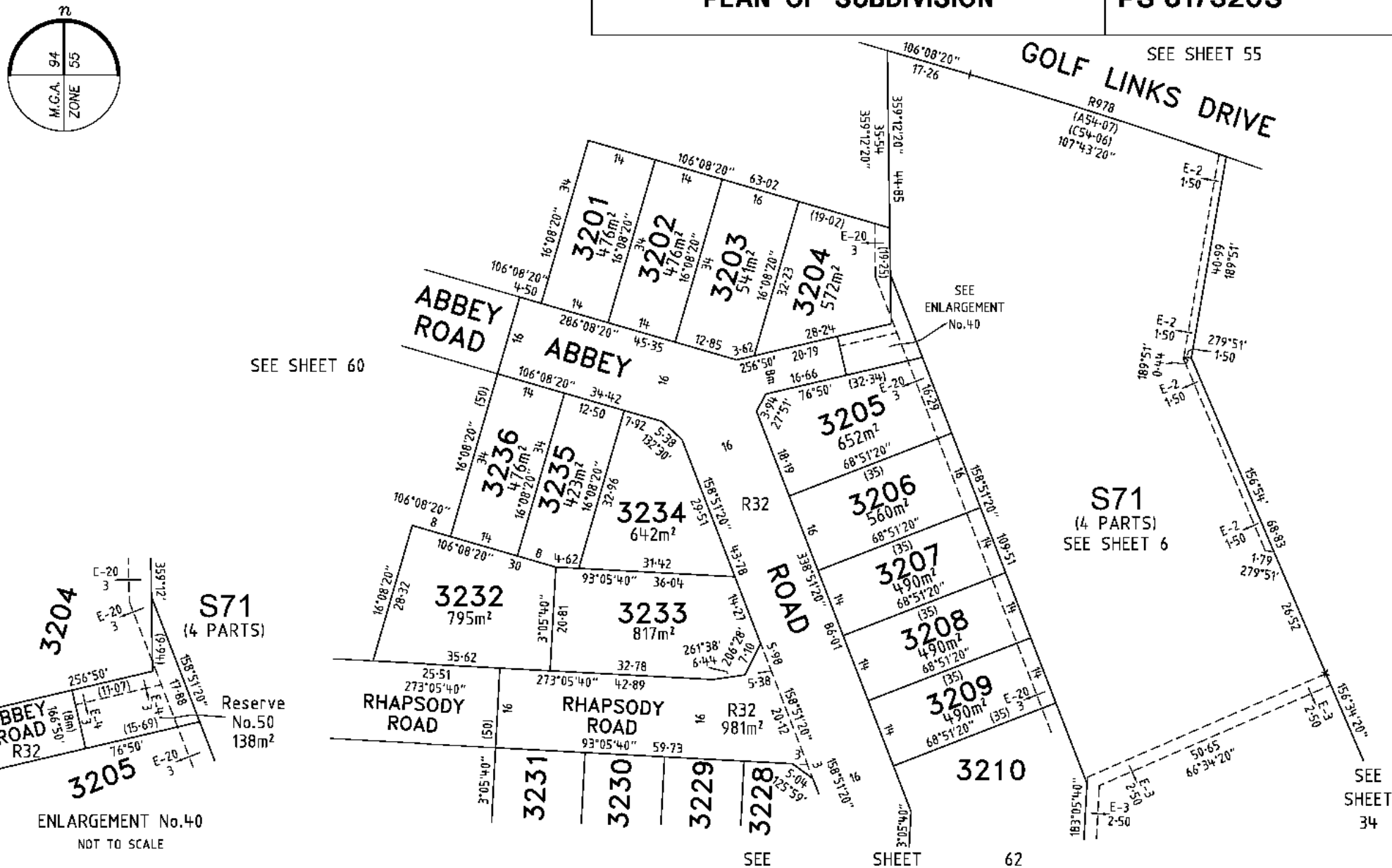
ORIGINAL SHEET SIZE A3

SHEET 60

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PLAN OF SUBDIVISION

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16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

7·5 0 15 30

LENGTHS ARE IN METRES

SCALE 1:750

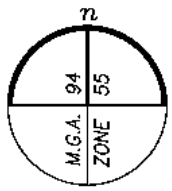
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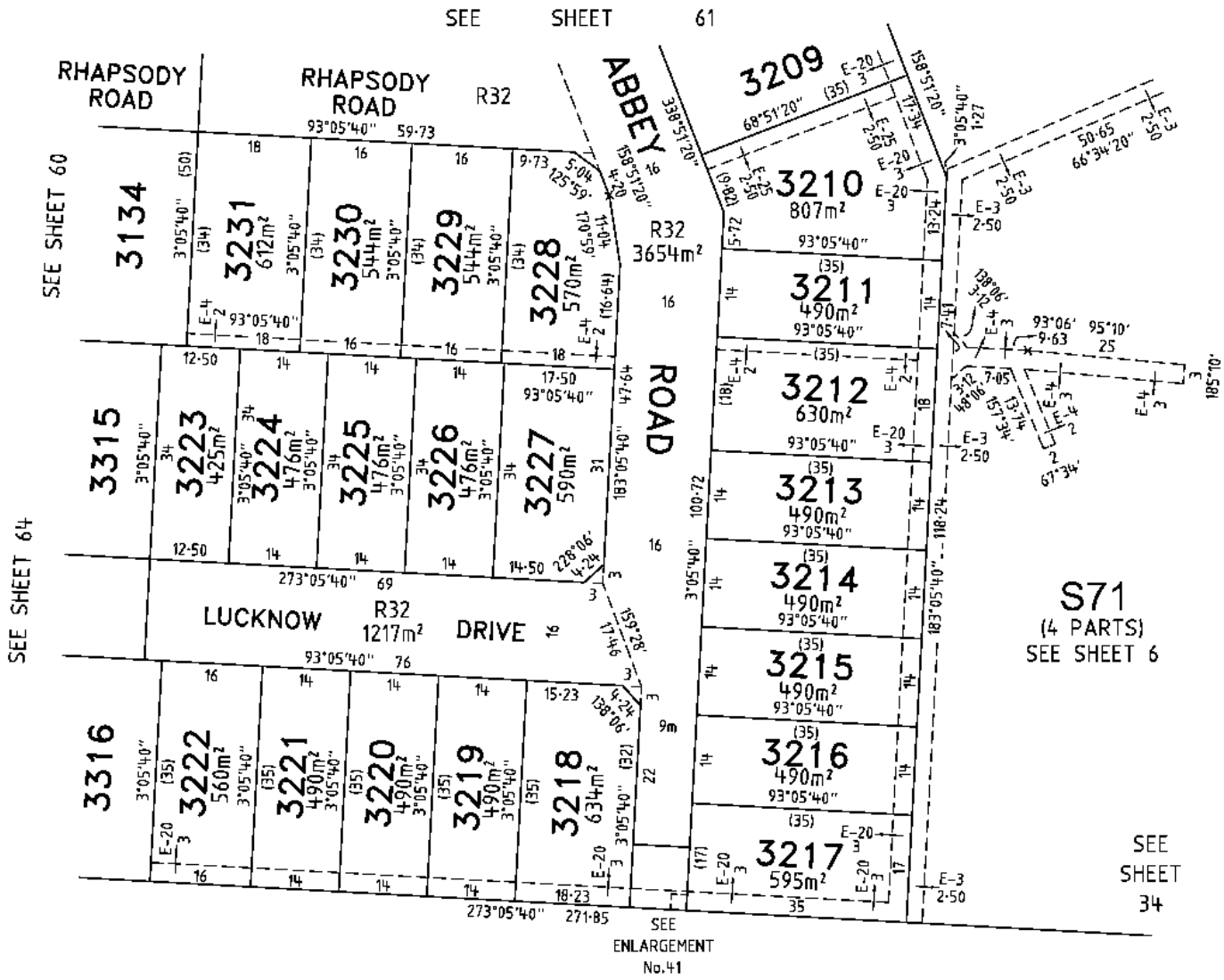
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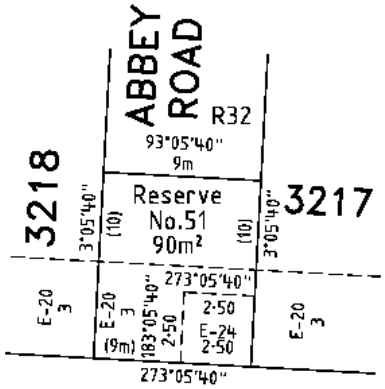
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PLAN OF SUBDIVISION

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16 Eastern Road South Melbourne
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Tel 03) 9699 1400 Fax 03) 9699 5992

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

7·5 0 15 30

LENGTHS ARE IN METRES

SCALE 1:750

ORIGINAL SHEET SIZE A3

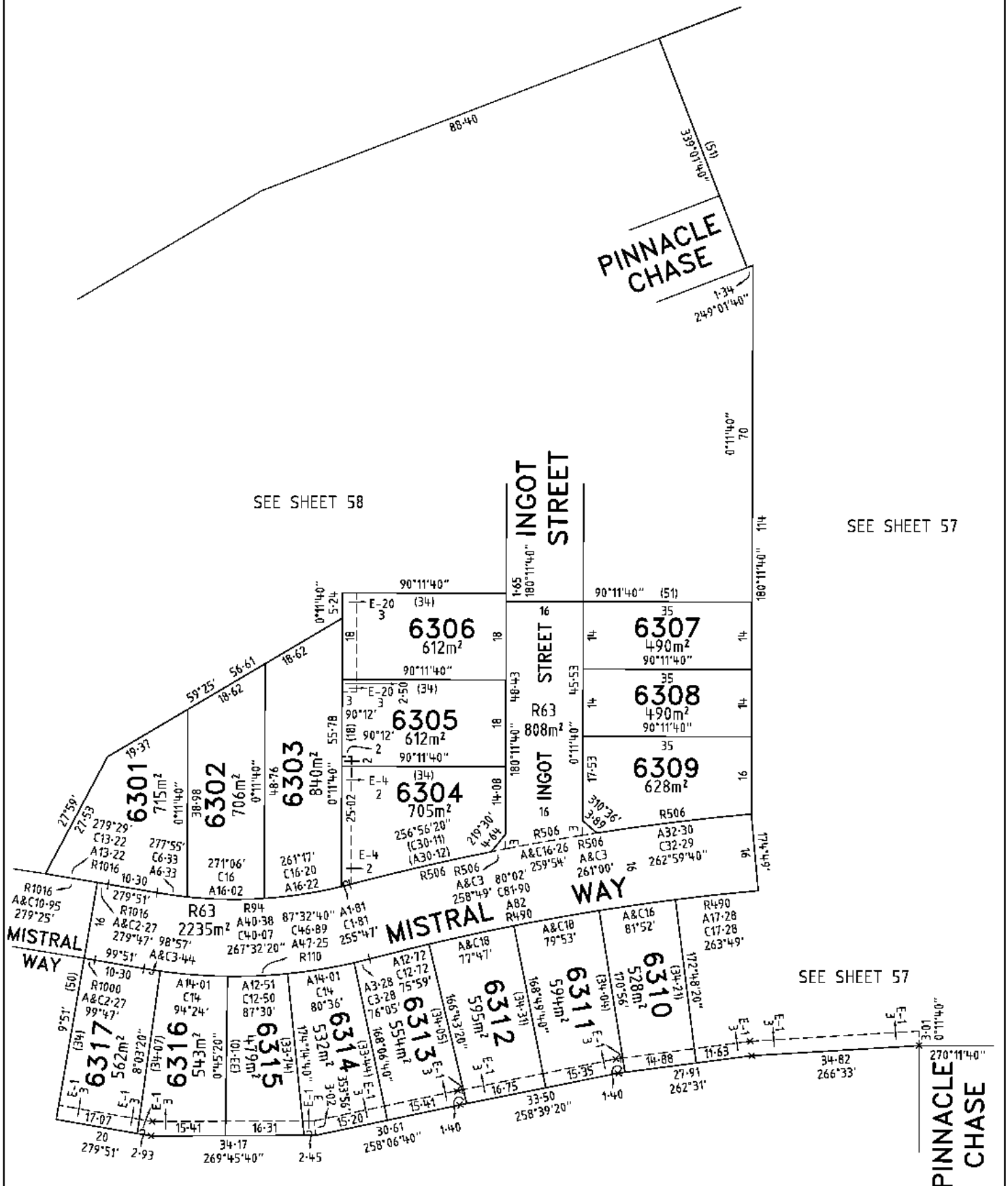
SHEET 62

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PLAN OF SUBDIVISION

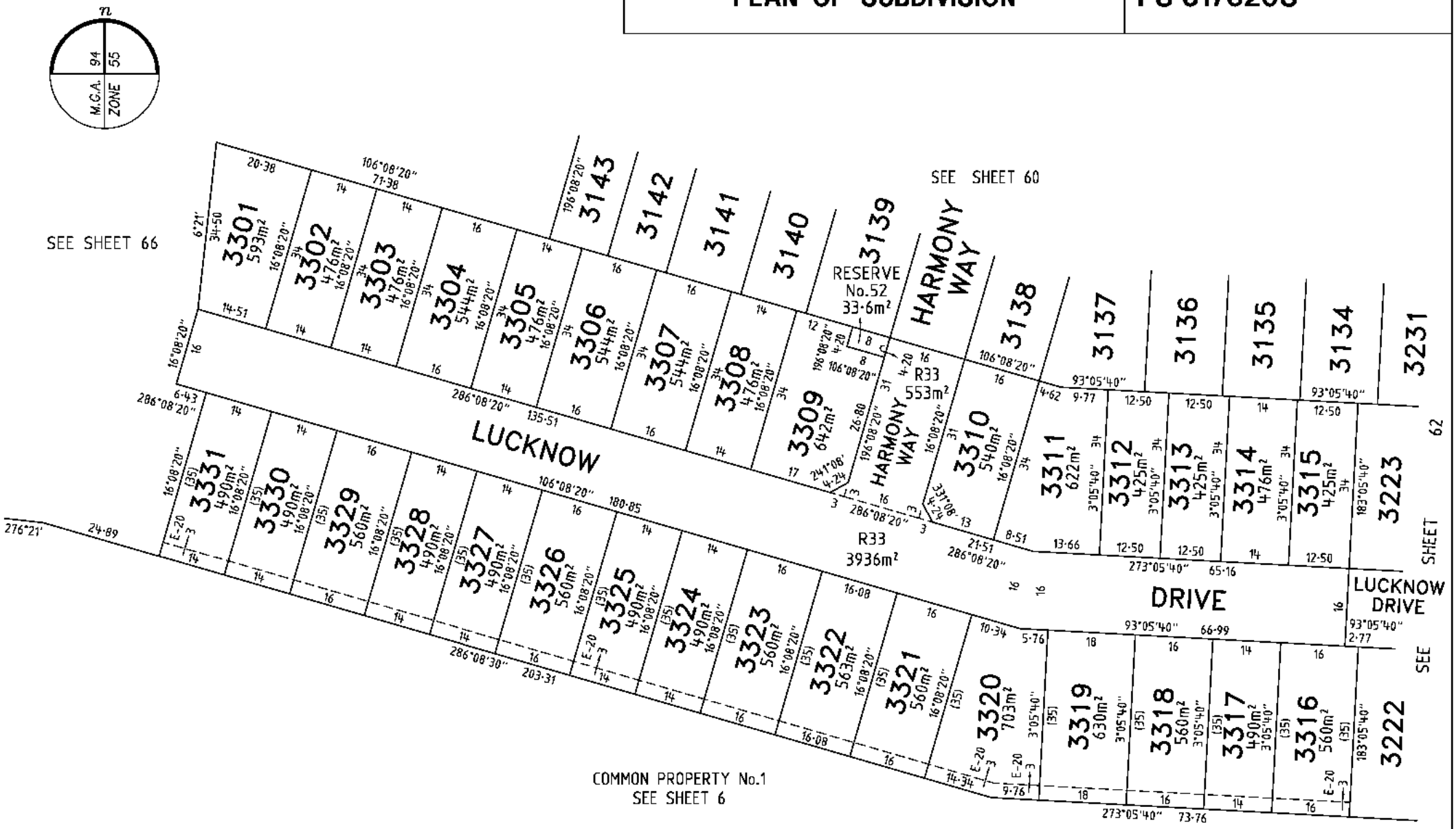
PS 617320S



MANDALAY	LICENSED SURVEYOR GREGORY STUART WILLIAMS	SCALE 1:750	7·5 0 15 30 LENGTHS ARE IN METRES
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	DATE 15/05/18 REFERENCE 24610333 VERSION A DRAWING 2461035EA		ORIGINAL SHEET SIZE A3 SHEET 63

PLAN OF SUBDIVISION

PS 617320S



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A.B.N 15 169 138 827
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16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18 REFERENCE 24610333

VERSION A DRAWING 2461035EA

7·5 0 15 30

LENGTHS ARE IN METRES

SCALE 1:750

ORIGINAL SHEET SIZE A3

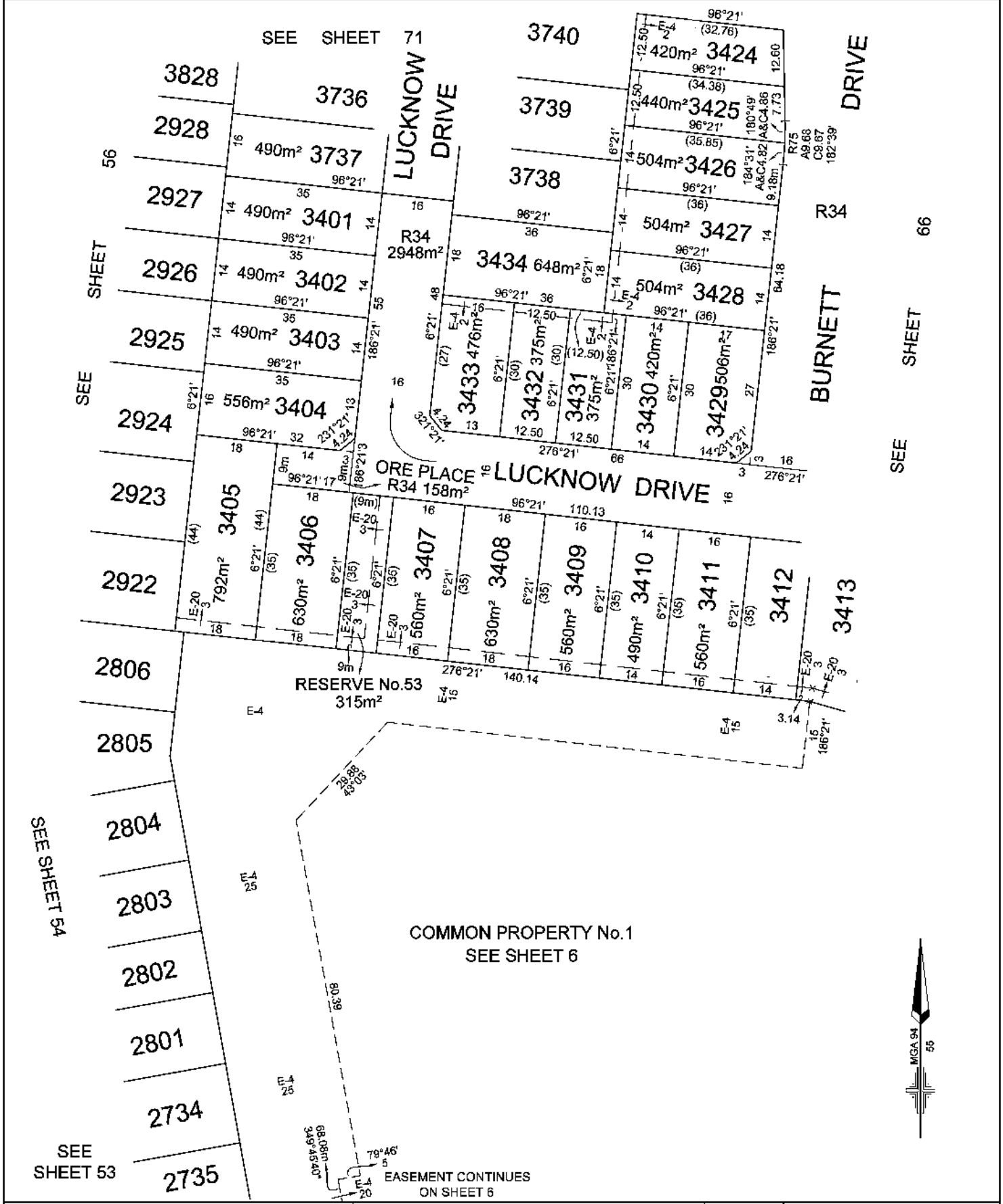
SHEET 64

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PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:800

0 8 16 24 32
LENGTHS ARE IN METRES

DATE: 08/11/17 REFERENCE: AA0015

DRAWING: CM0061AB DRAWN BY: LS

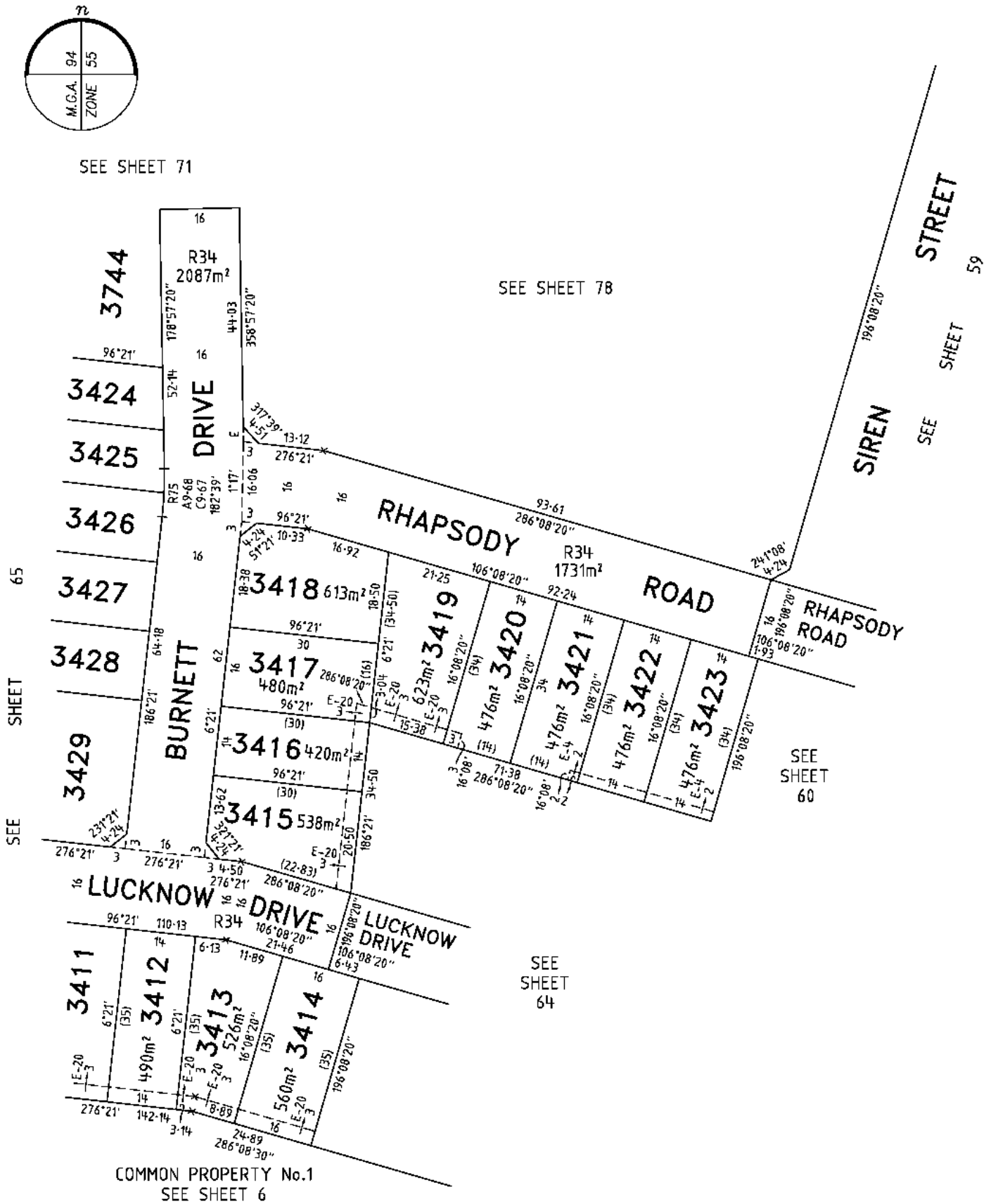
ORIGINAL SHEET SIZE: A3
SHEET 65

Lyssna Group Pty Ltd
ABN 18 516 611 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia
LyssnaGroup.com

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PLAN OF SUBDIVISION

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Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 15/05/18 REFERENCE 24610343

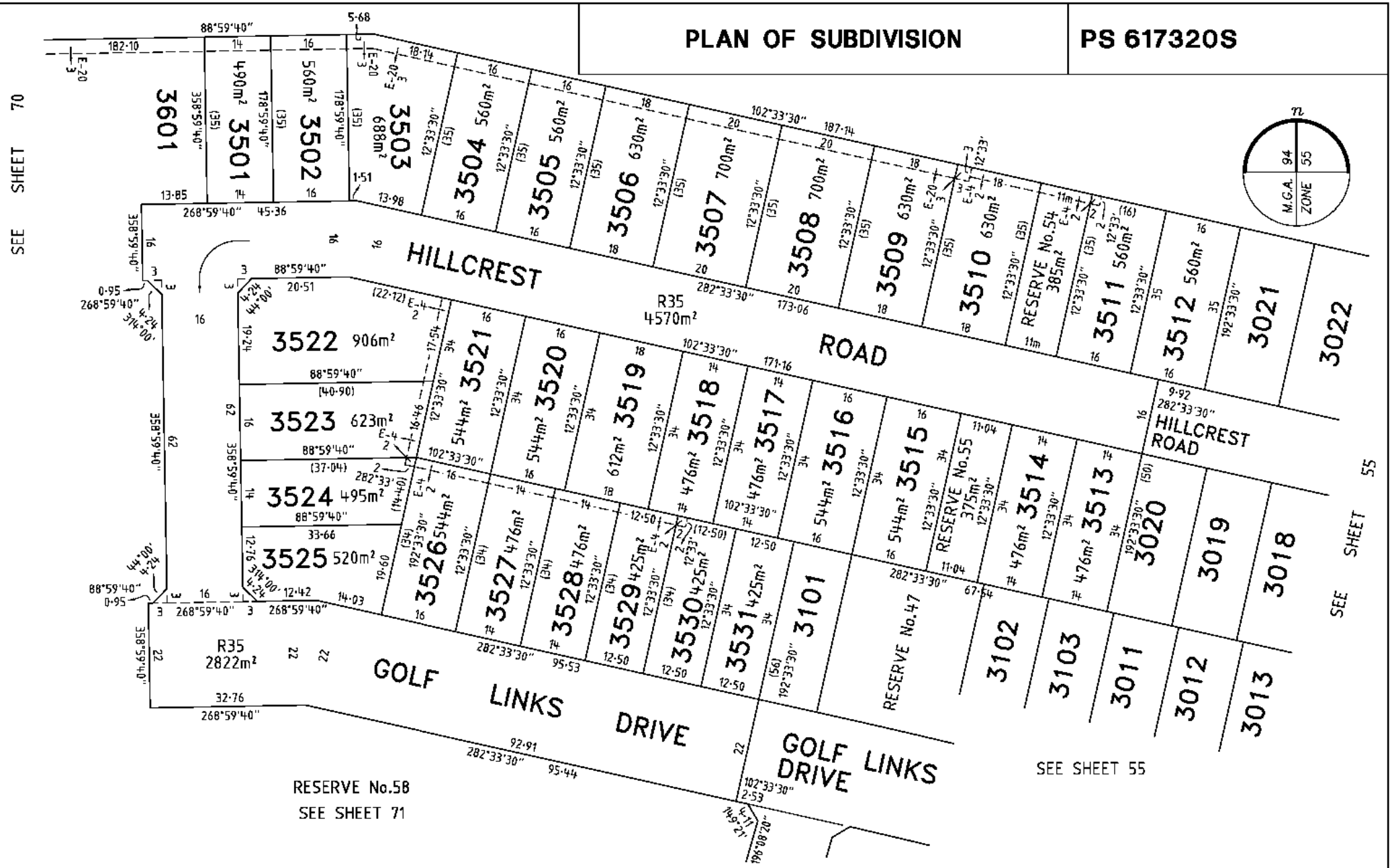
VERSION A DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

SHEET 66

PLAN OF SUBDIVISION

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P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

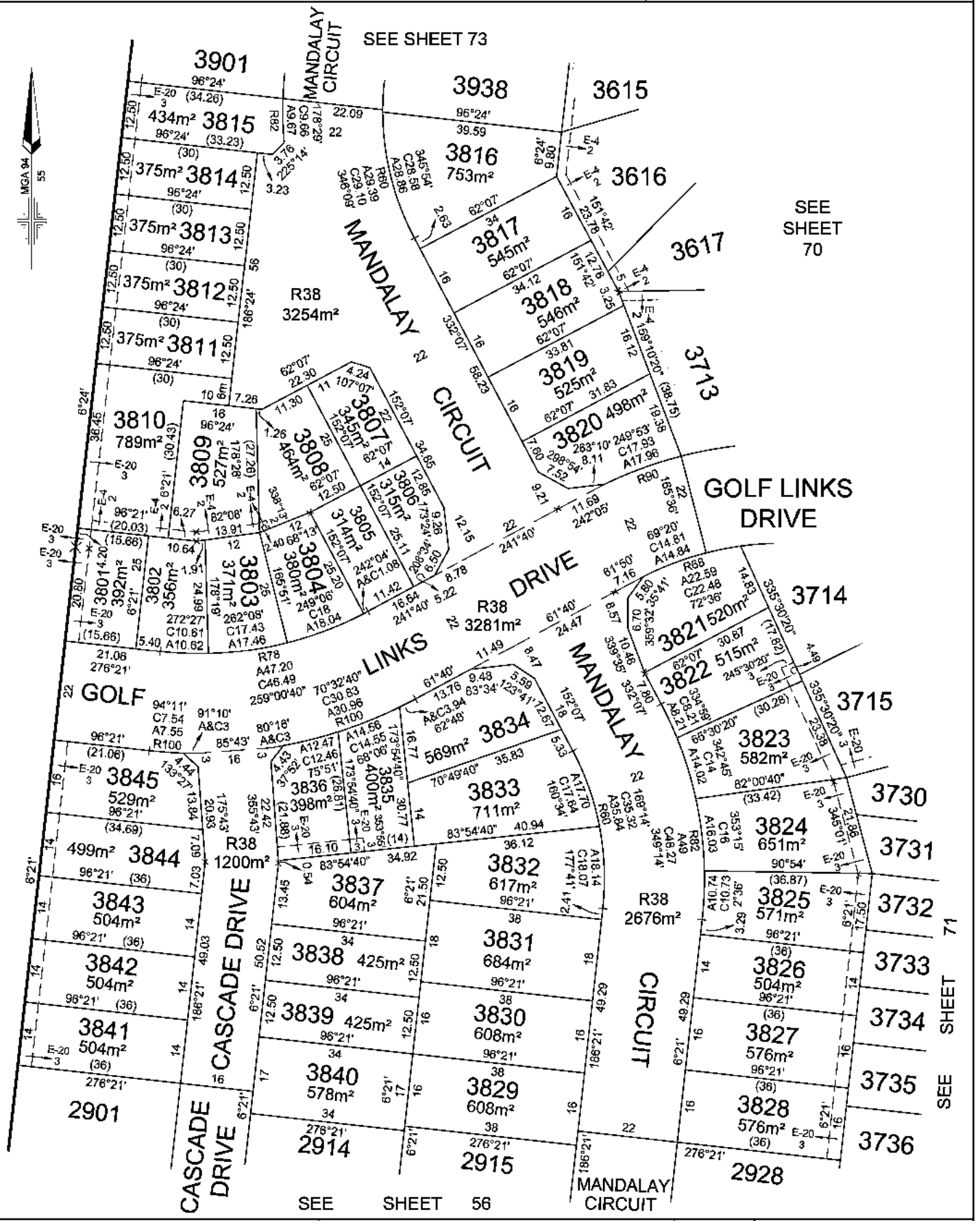
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LICENSED SURVEYOR GREGORY STUART WILLIAMS			SHEET 67
DATE 15/05/18 REFERENCE 24610353			
VERSION A DRAWING 2461035EA			

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PLAN OF SUBDIVISION

PS 617320S

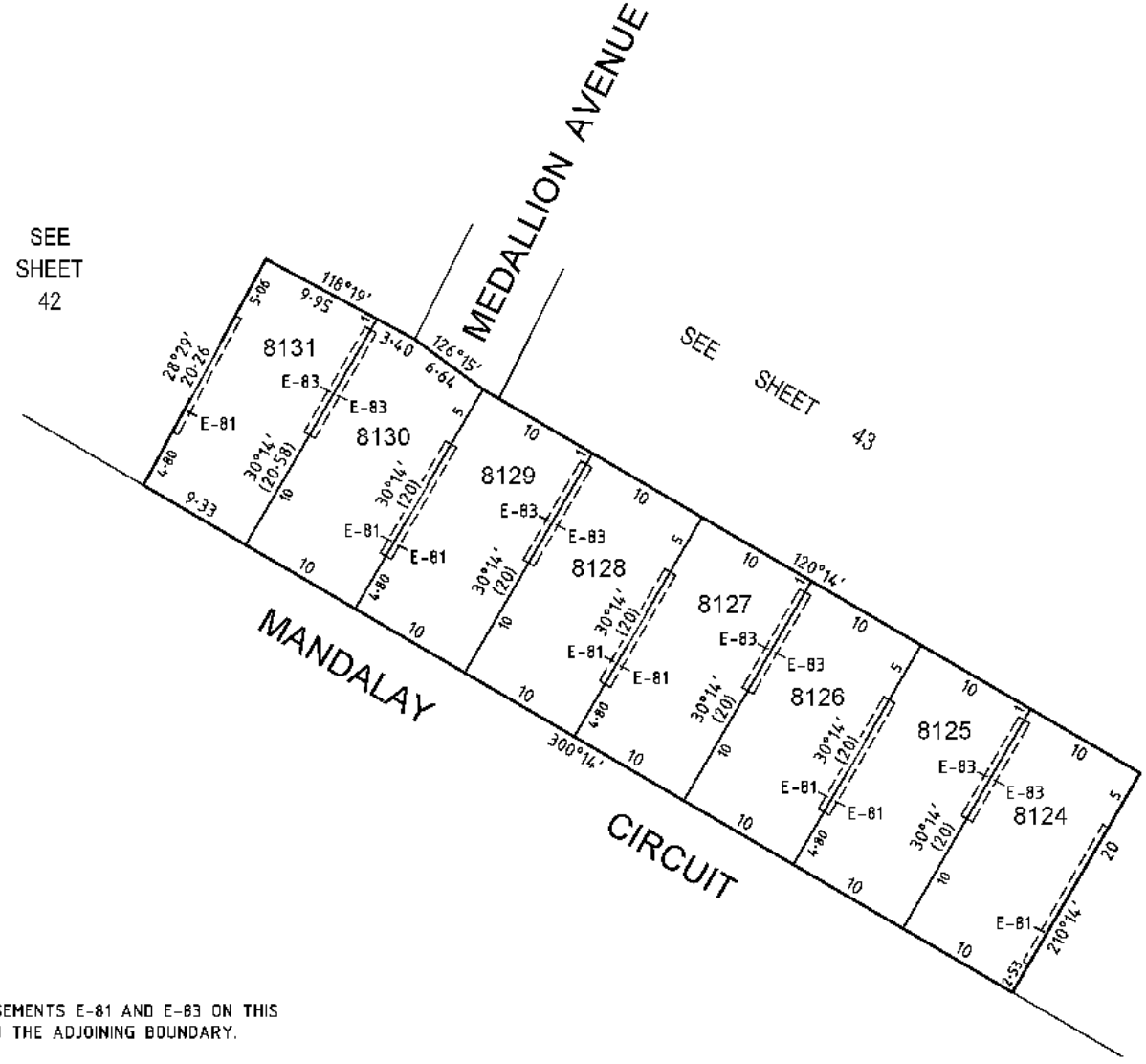


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	0 8 16 24 32 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 516 611 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 23/08/18 REFERENCE: AA0015 DRAWING: CM0061AB DRAWN BY: LS		ORIGINAL SHEET SIZE: A3 SHEET 68

PLAN OF SUBDIVISION

PS 617320S

M.G.A. 94
ZONE 55



NOTE:
THE RELEVANT EXTENT OF EASEMENTS E-81 AND E-83 ON THIS SHEET IS AT RIGHT ANGLES TO THE ADJOINING BOUNDARY.

0802S CE01 VER A.DWG BC/----

SMEC
Melbourne Survey T 9869 0813 F 9869 0901

SCALE 1:400	4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 69

Digitally signed by: Brendan John Munari, Licensed Surveyor.
Surveyor's Plan Version (A).
01/10/2015, SPEAR Ref: S074808A

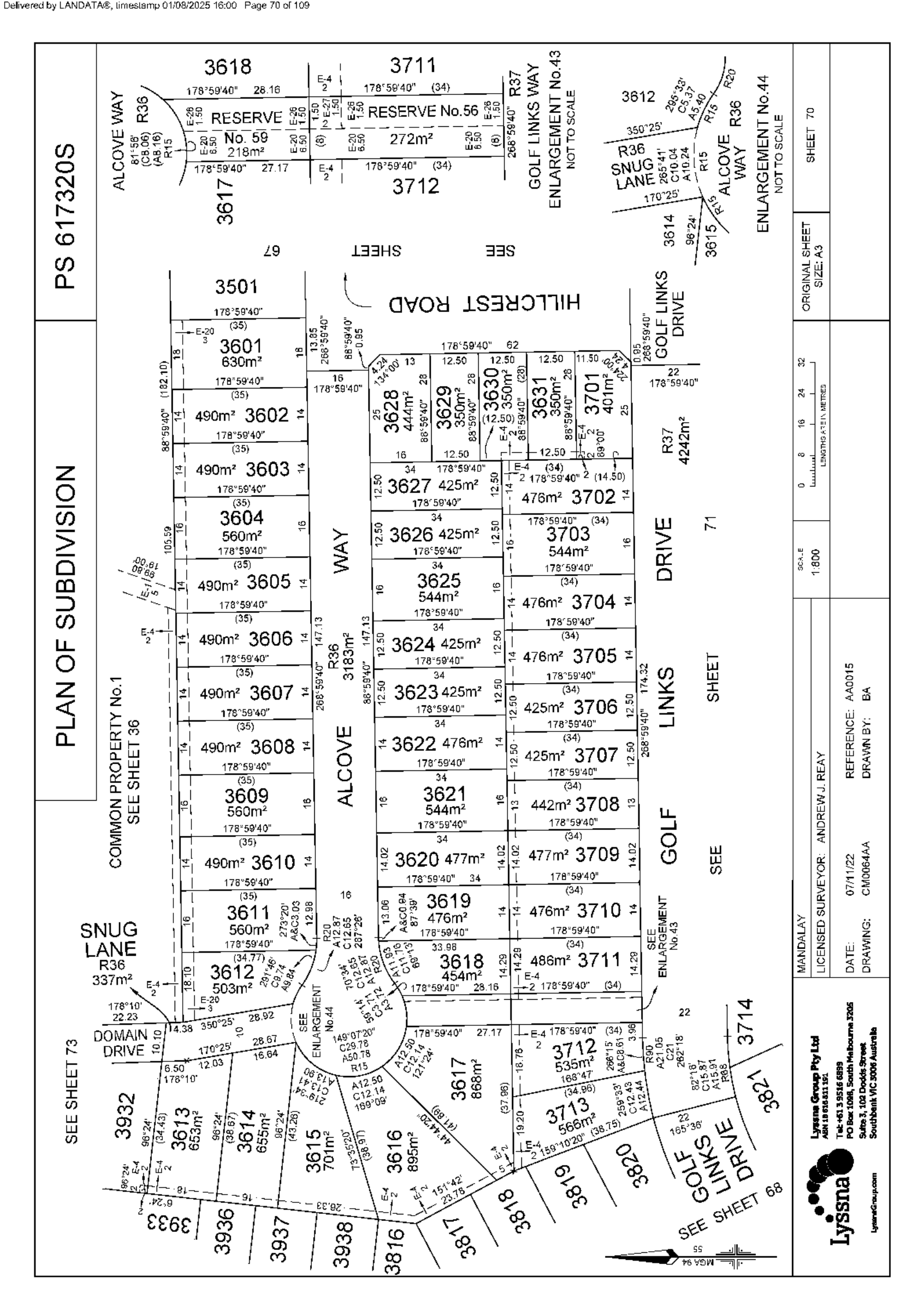
Digitally signed by:
Mitchell Shire Council,
15/10/2015,
SPEAR Ref: S074808A

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Delivered by LANDATA®, timestamp 01/08/2025 16:00 Page 70 of 109

PLAN OF SUBDIVISION

PS 617320S

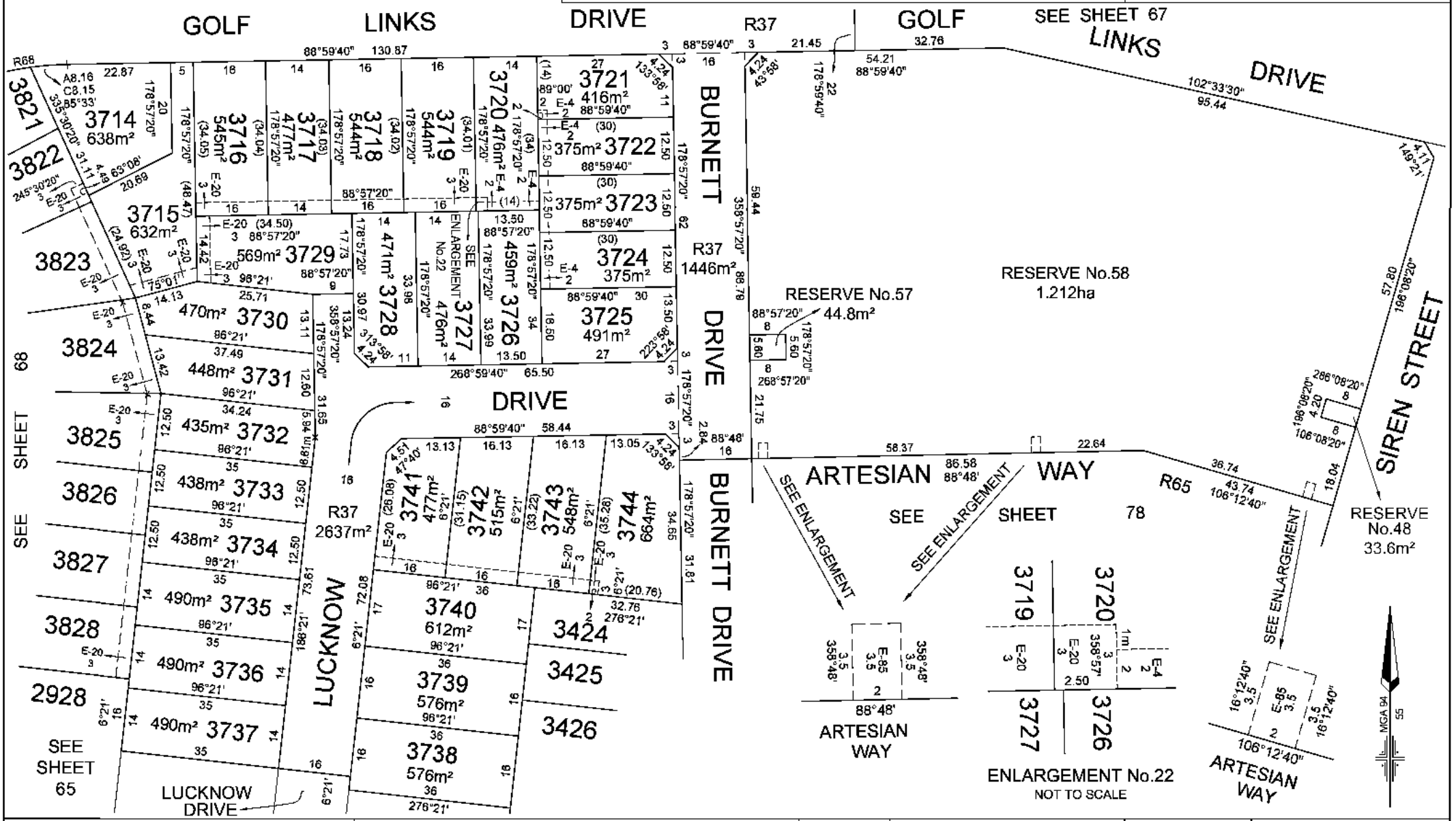


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LICENSED SURVEYOR: ANDREW J. REAY	
DATE: 07/11/22	REFERENCE: AA0015
DRAWING: CM0064AA	DRAWN BY: BA
SCALE 1:800	0 8 16 24 32 LENGTHS ARE IN METRES
ORIGINAL SHEET SIZE: A3	SHEET 70

Lyssna Group Pty Ltd
ABN 18 616 831 192
Tel: +61 3 9516 6899
PO Box 1088, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia
LyssnaGroup.com

PLAN OF SUBDIVISION

PS 617320S



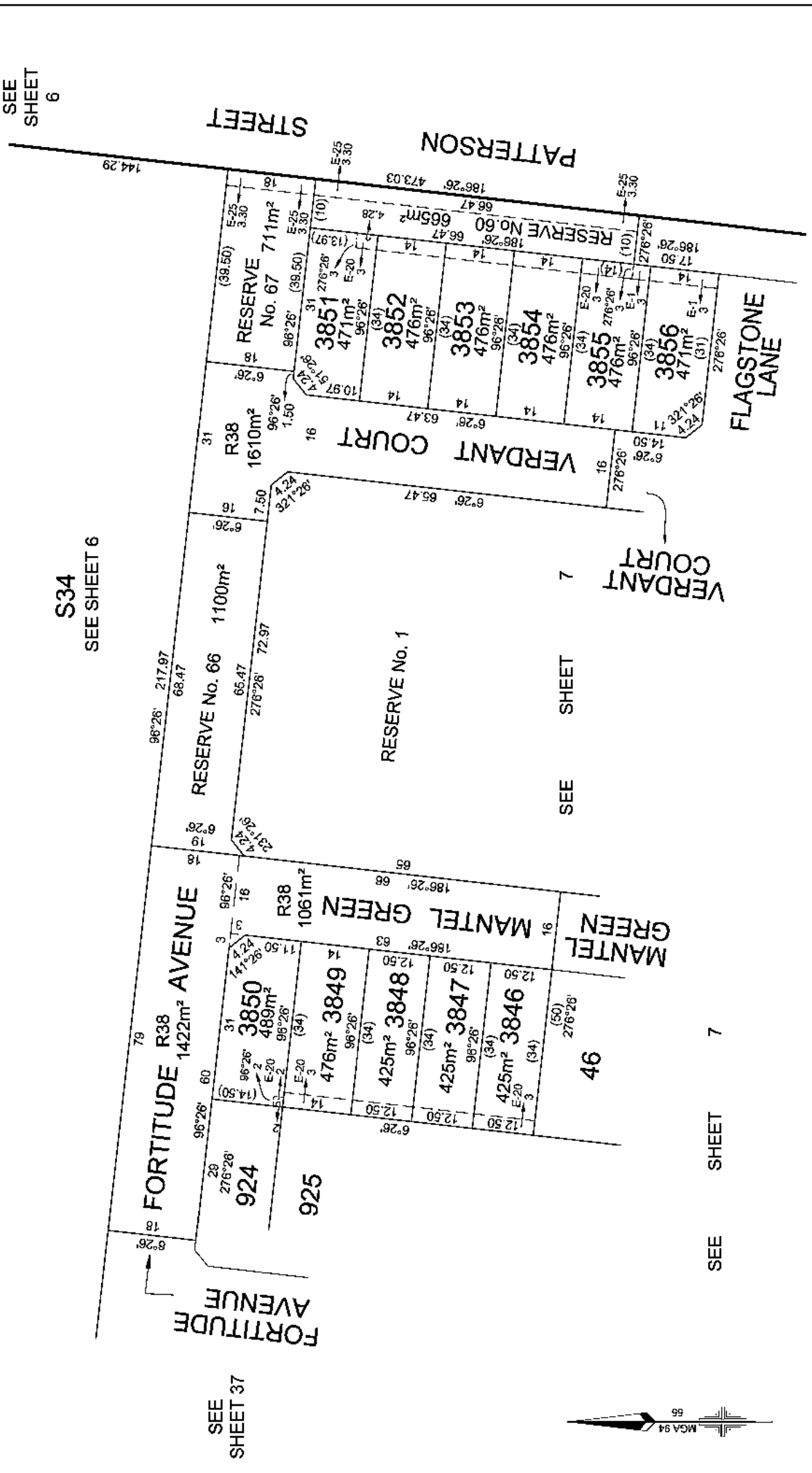
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	0 8 16 24 32 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 71
	DATE: 05/02/21 REFERENCE: AA0015 DRAWING: CM0065AA DRAWN BY: LS				

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PLAN OF SUBDIVISION

PS 617320S



SHEET 72

ORIGINAL SHEET SIZE: A3

SCALE 1:750

MANDALAY - 38

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 23/08/18 REFERENCE: AA0015

DRAWING: CM0061AB DRAWN BY: LS

Lysna

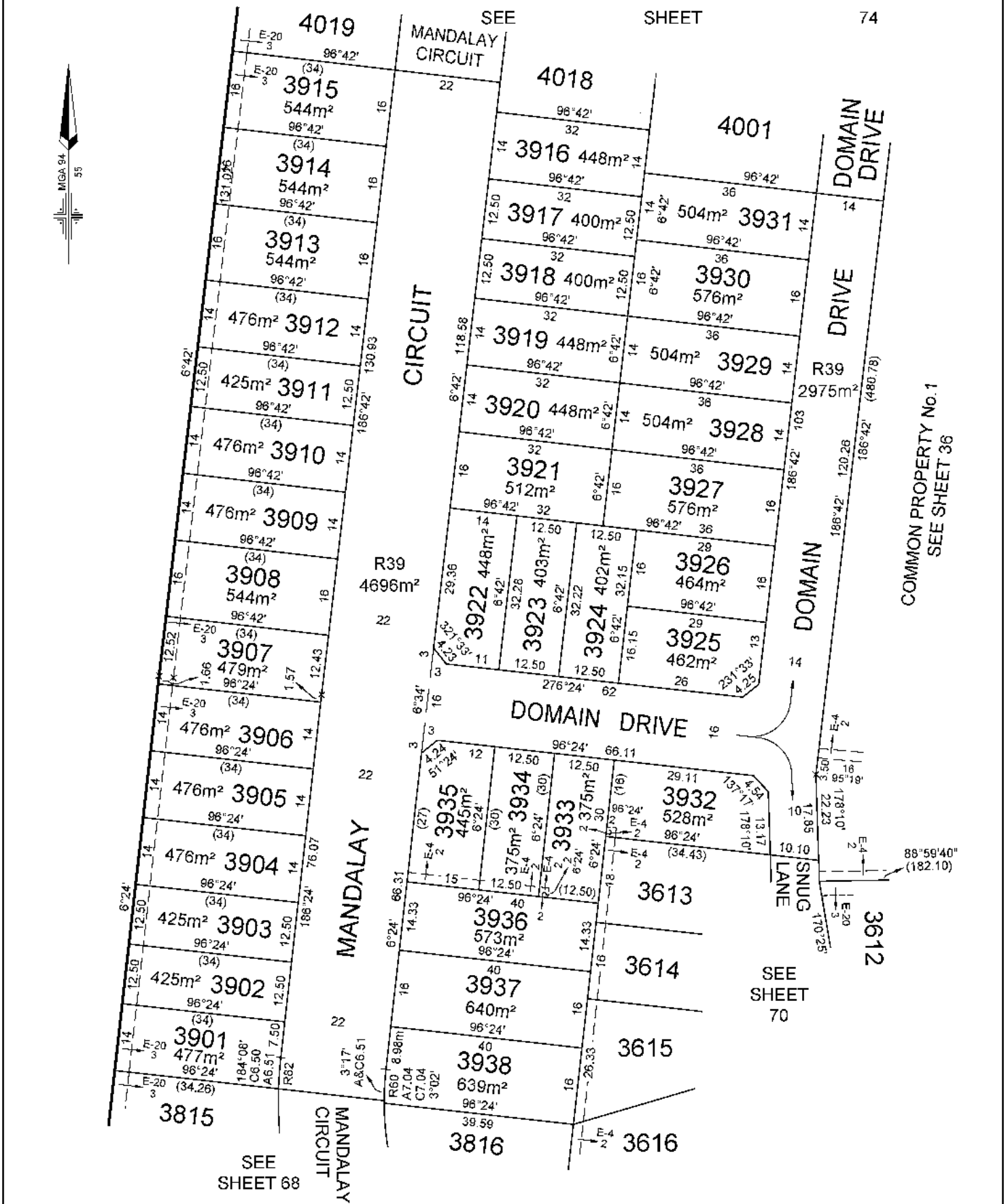
Lysna Group Pty Ltd
ABN 19 616 611 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia

LysnaGroup.com

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PLAN OF SUBDIVISION

PS 617320S

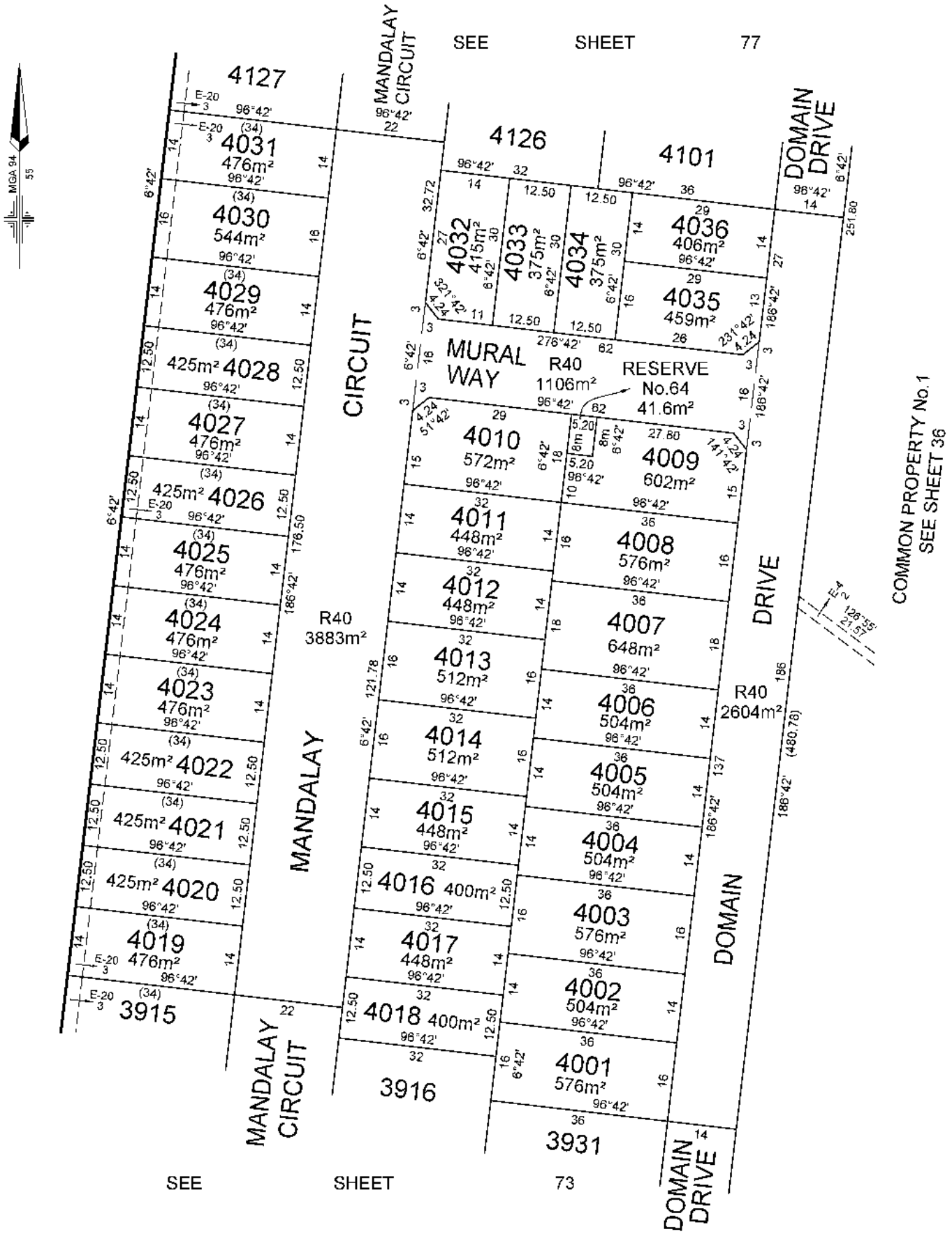


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 07/11/22 REFERENCE: AA0015 DRAWING: CM0064AA DRAWN BY: BA		ORIGINAL SHEET SIZE: A3 SHEET 73

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PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:750

0 7.5 15 22.5 30

LENGTHS ARE IN METRES

Lyssna Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia
LyssnaGroup.com

DATE: 07/11/22 REFERENCE: AA0015

DRAWING: CM0064AA DRAWN BY: BA

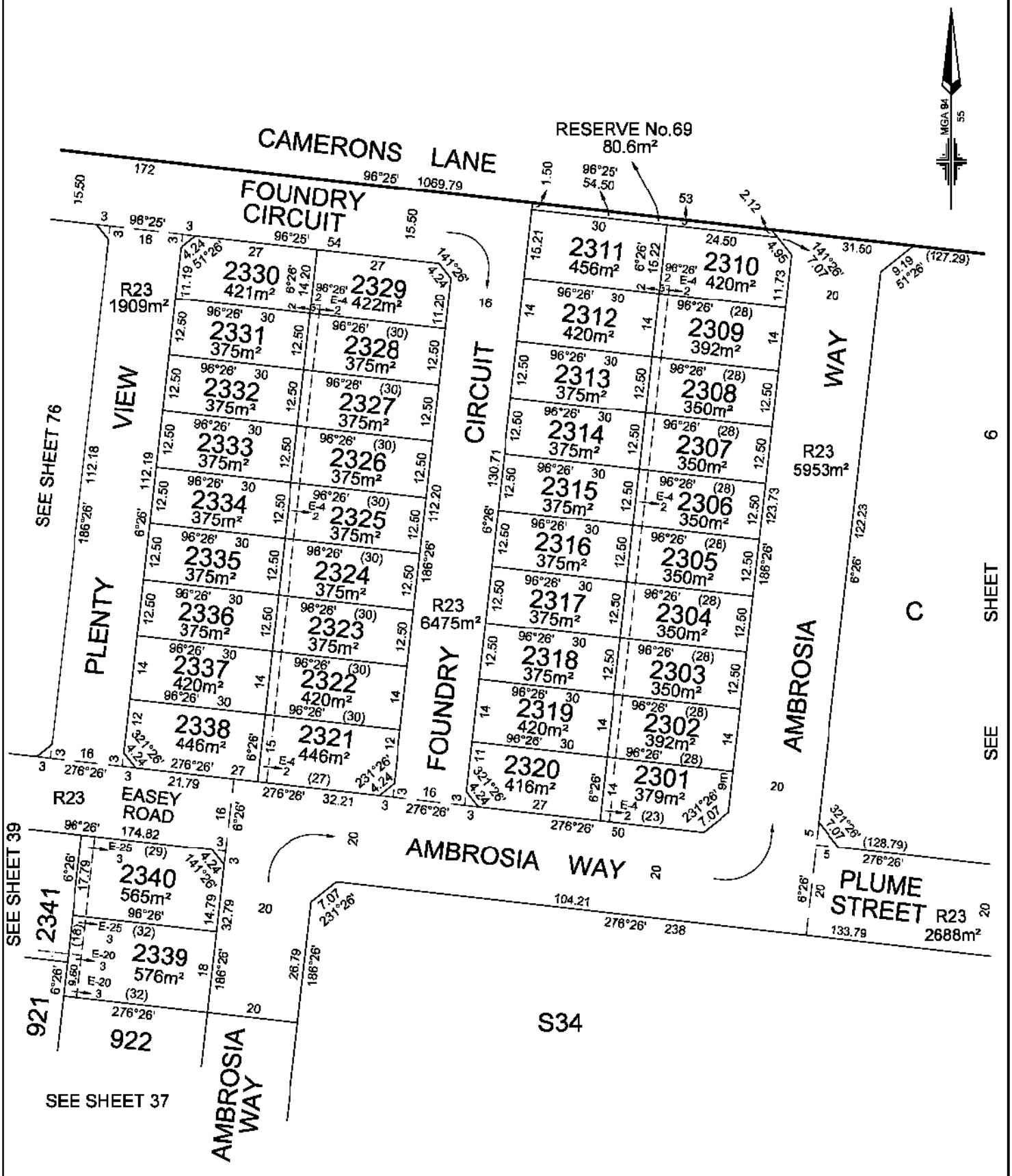
ORIGINAL SHEET SIZE: A3

SHEET 74

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PLAN OF SUBDIVISION

PS 617320S



MANDALAY

Lyssna Group Pty Ltd
ABN 38 616 811 161
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia
LyssnaGroup.com

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:800

0 8 16 24 32
LENGTHS ARE IN METRES

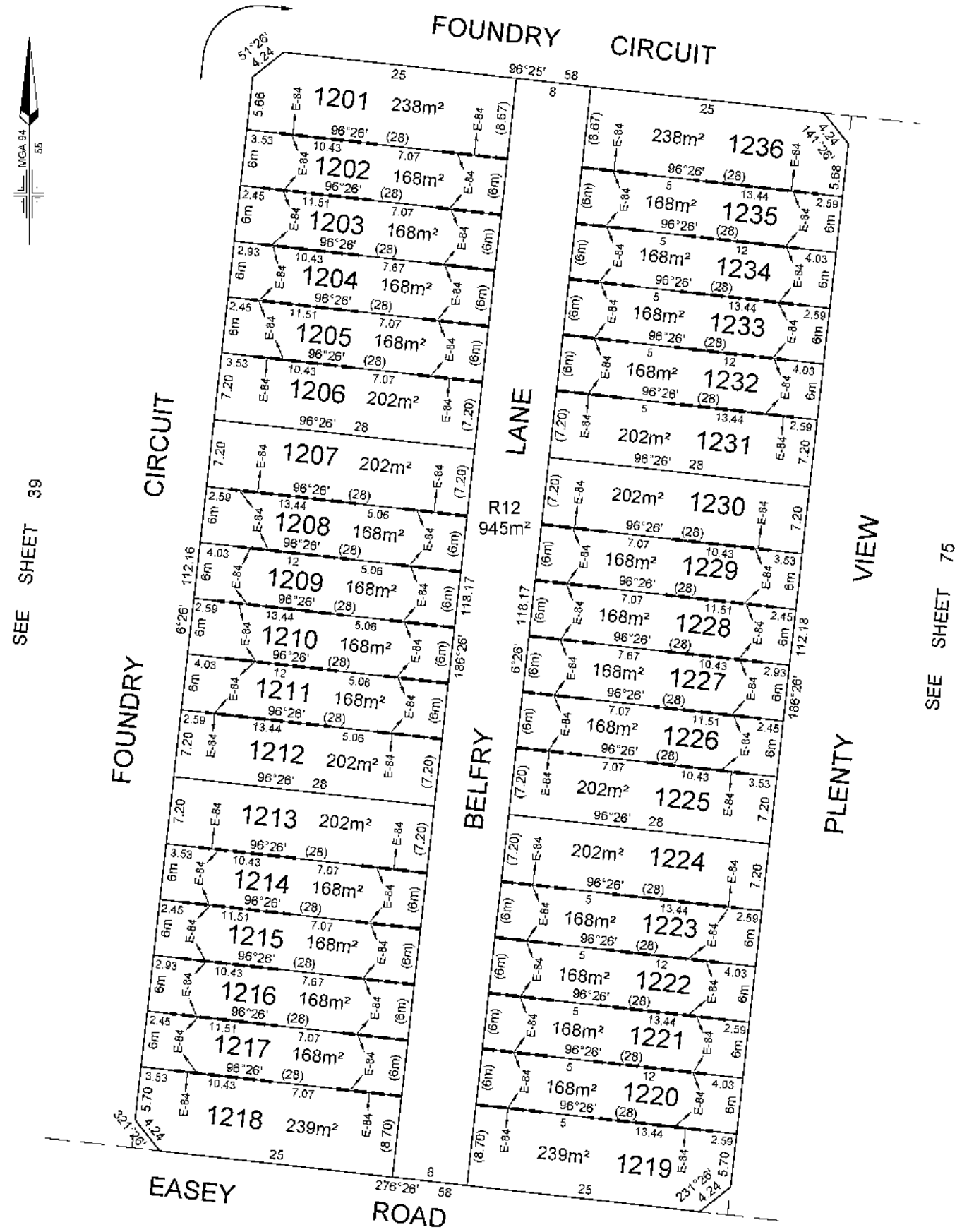
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DRAWING: CM0094AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 75

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PLAN OF SUBDIVISION

PS 617320S



MANDALAY - 12

Lyssna Group Pty Ltd
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PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia
LyssnaGroup.com

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:400

0 4 8 12 16
LENGTHS ARE IN METRES

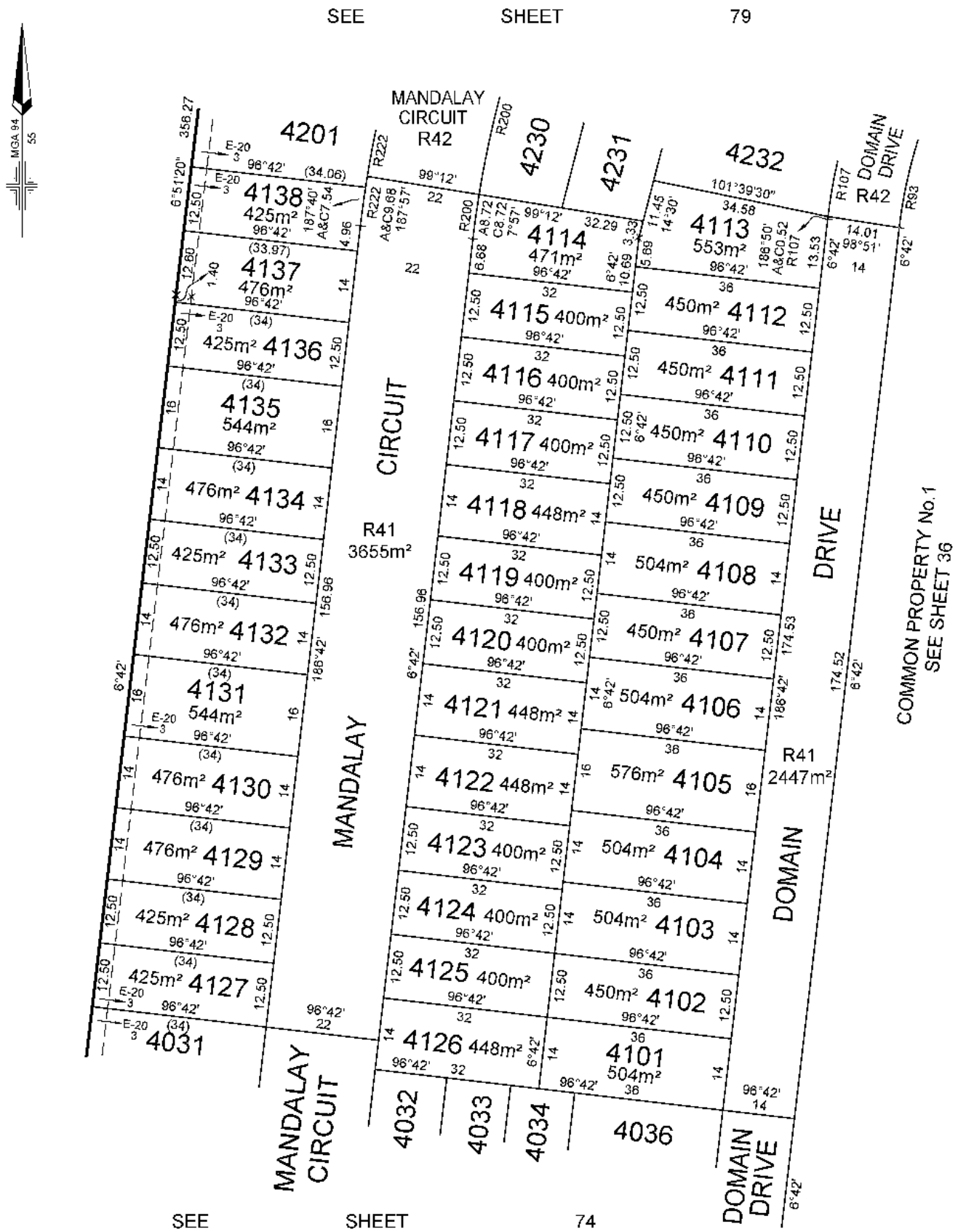
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DRAWING: CM0012AA DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
SHEET 76

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PLAN OF SUBDIVISION

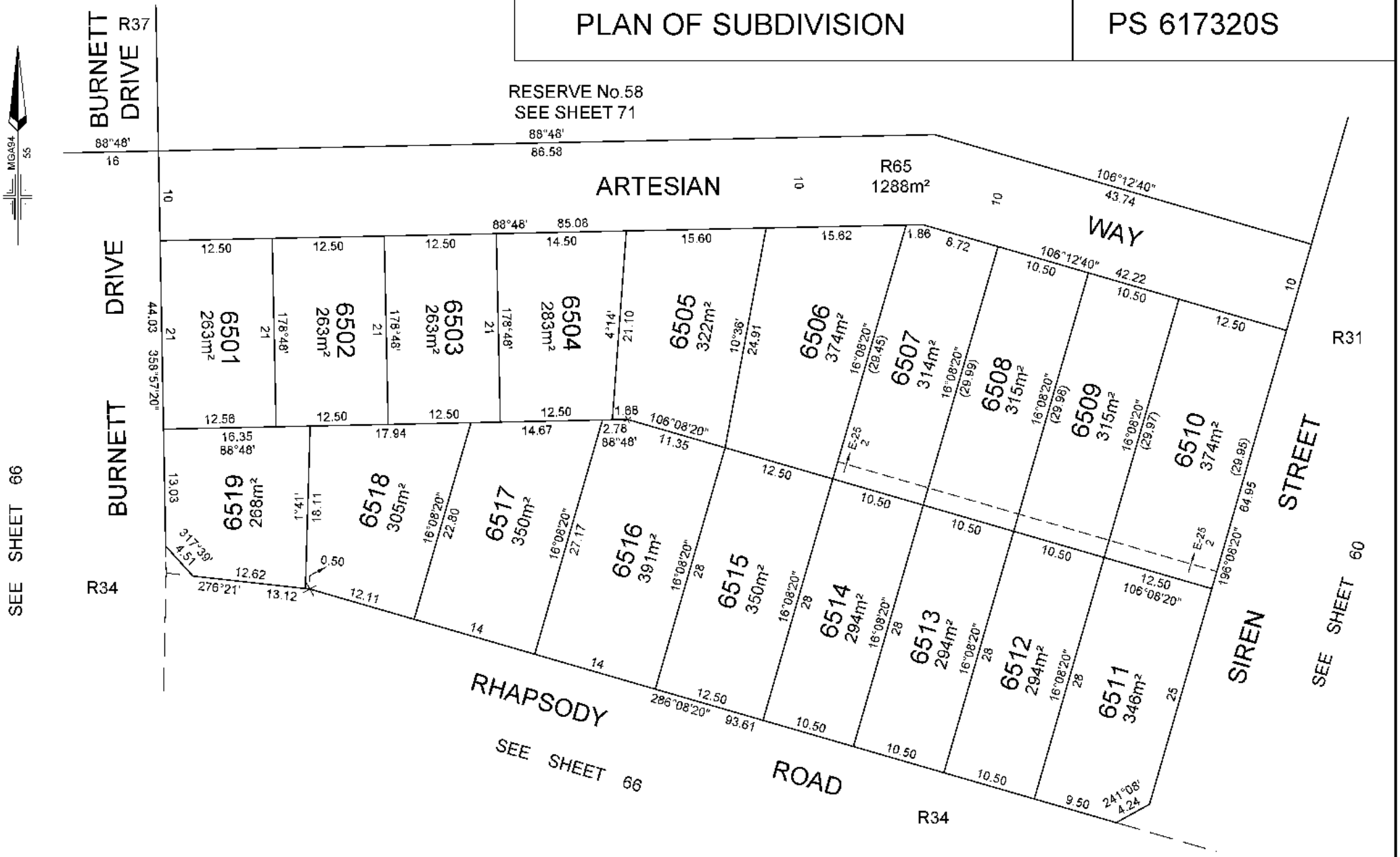
PS 617320S



MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 03/11/21 REFERENCE: AA0015 DRAWING: CM0042AA DRAWN BY: LS		ORIGINAL SHEET SIZE: A3 SHEET 77

PLAN OF SUBDIVISION

PS 617320S



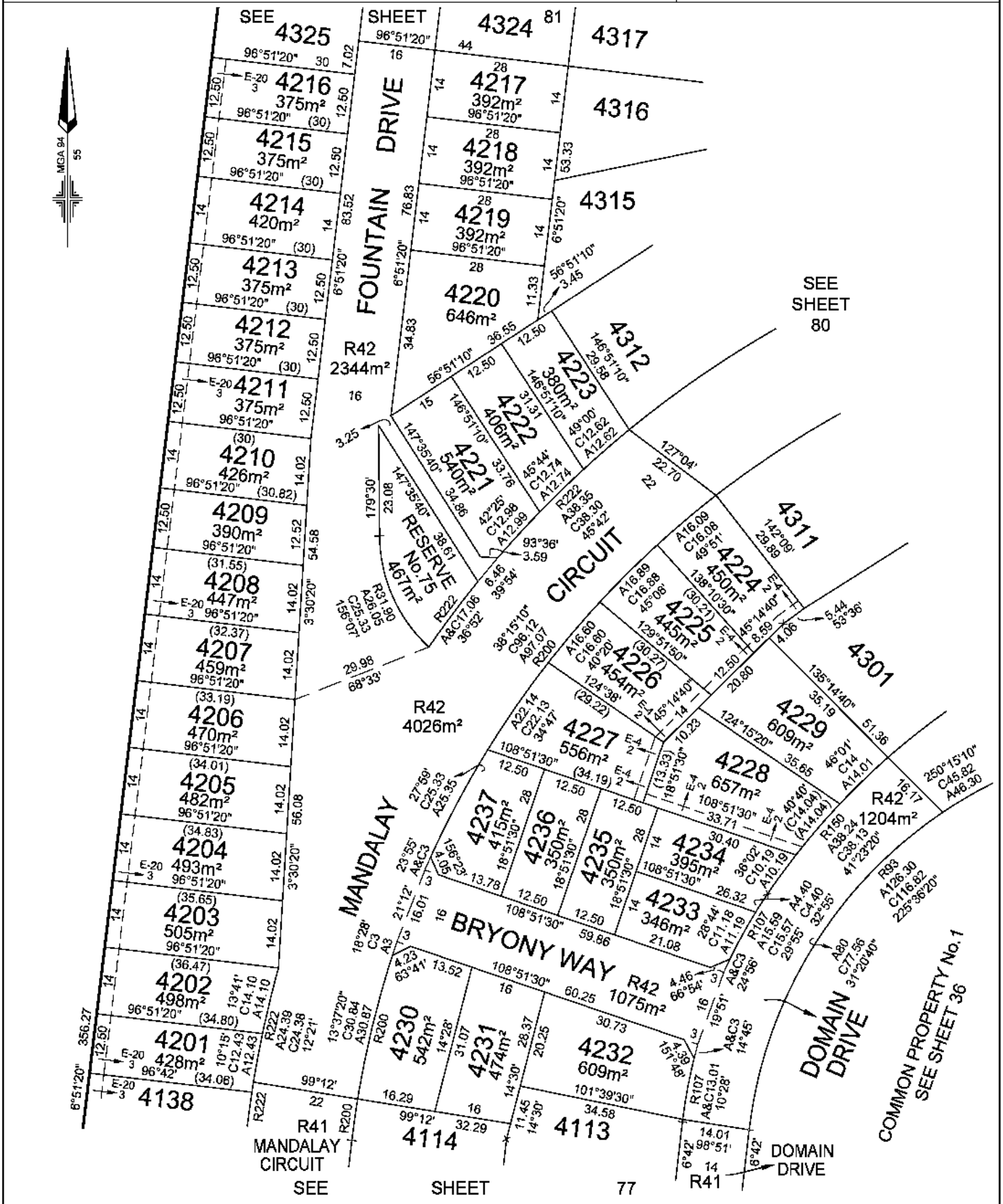
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:400	0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 78
	DATE: 05/02/21 REFERENCE: AA0015 DRAWING: CM0065AA DRAWN BY: LS				

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PLAN OF SUBDIVISION

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MANDALAY

Lyssna Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia
LyssnaGroup.com

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:750

0 7.5 15 22.5 30
LENGTHS ARE IN METRES

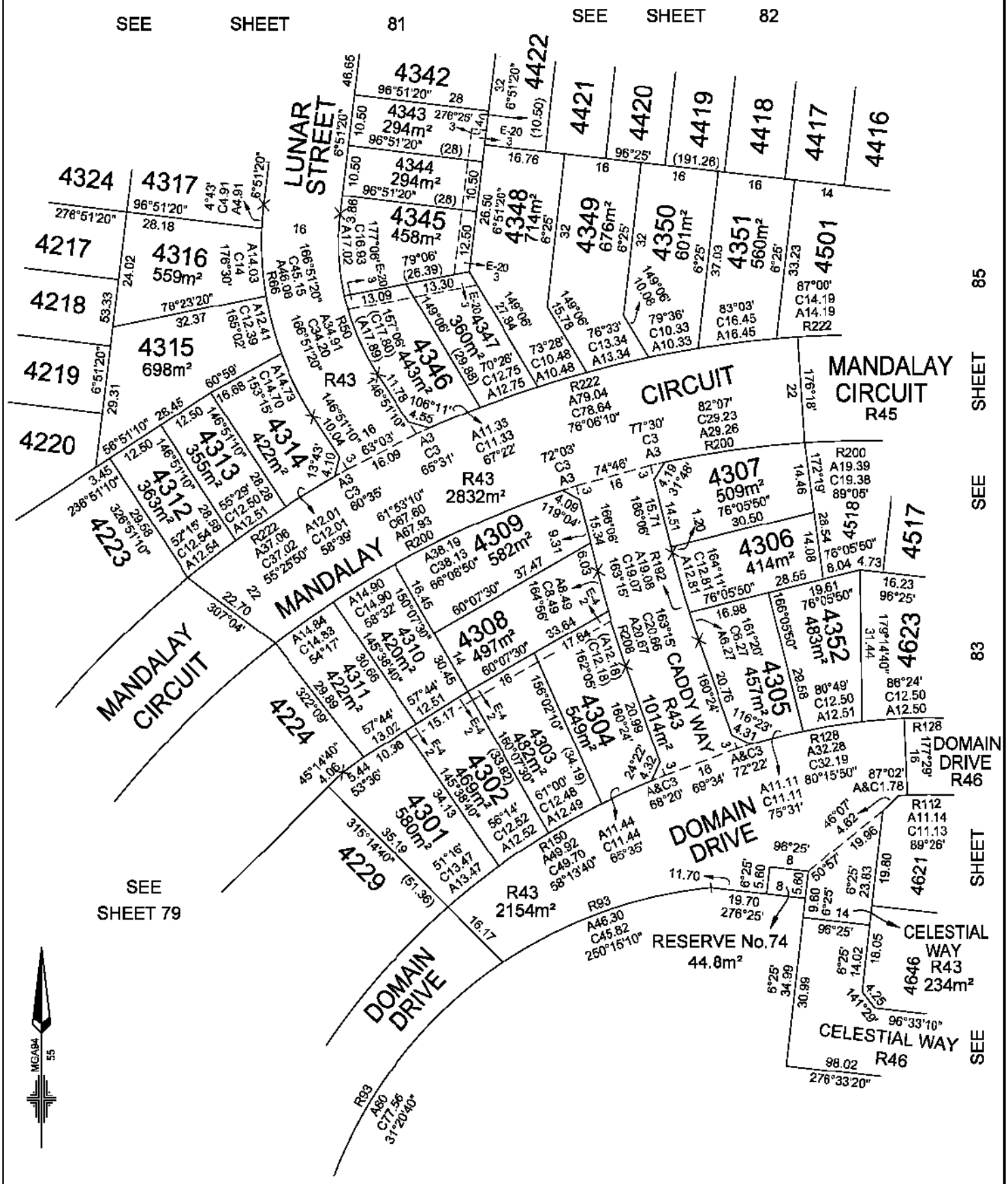
DATE: 27/05/22 REFERENCE: AA0015
DRAWING: CM0043AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 79

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PLAN OF SUBDIVISION

PS 617320S

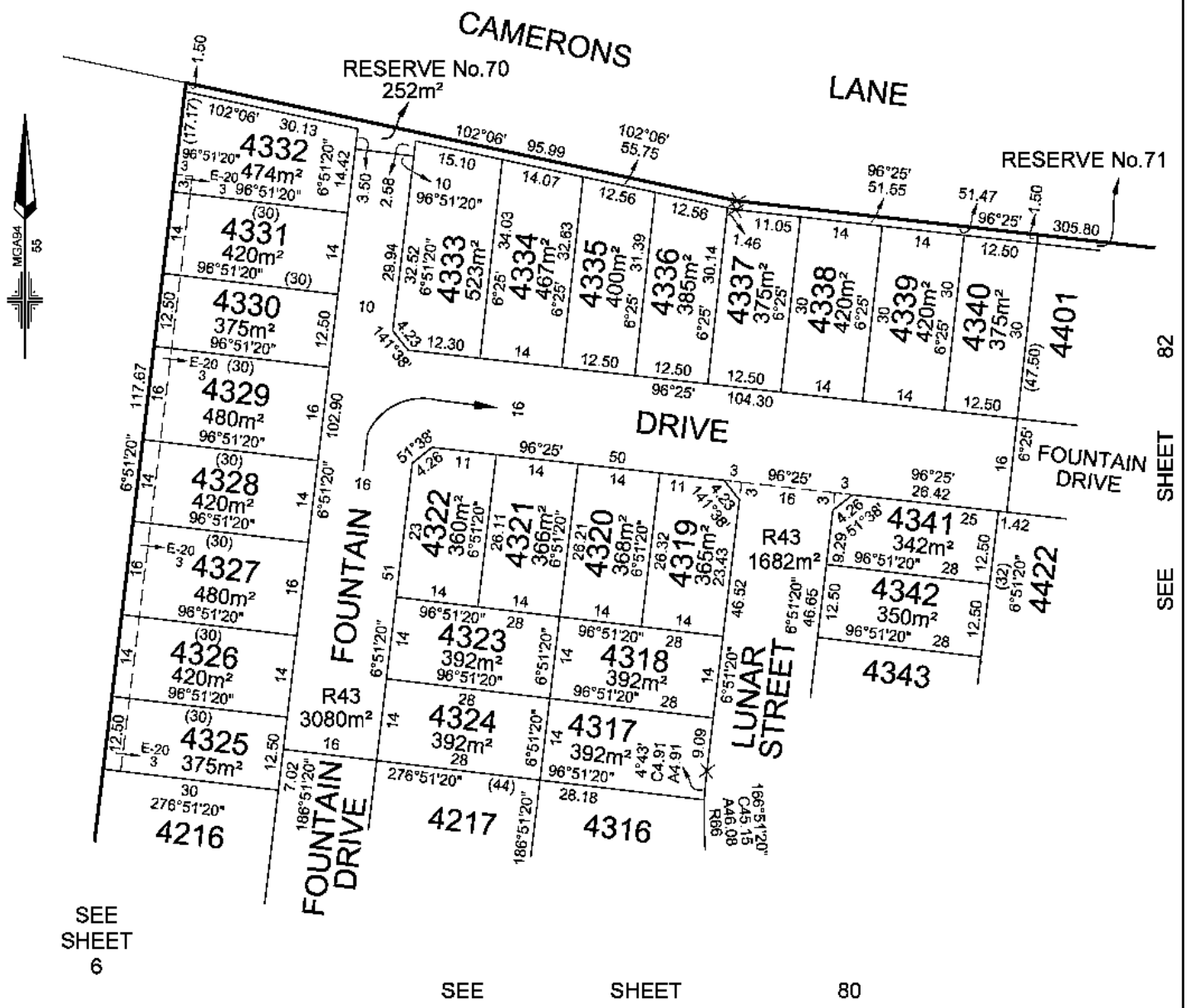


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 816 811 181 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 19/08/22 REFERENCE: AA0015 DRAWING: CM0045AA DRAWN BY: BA		ORIGINAL SHEET SIZE: A3 SHEET 80

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PLAN OF SUBDIVISION

PS 617320S

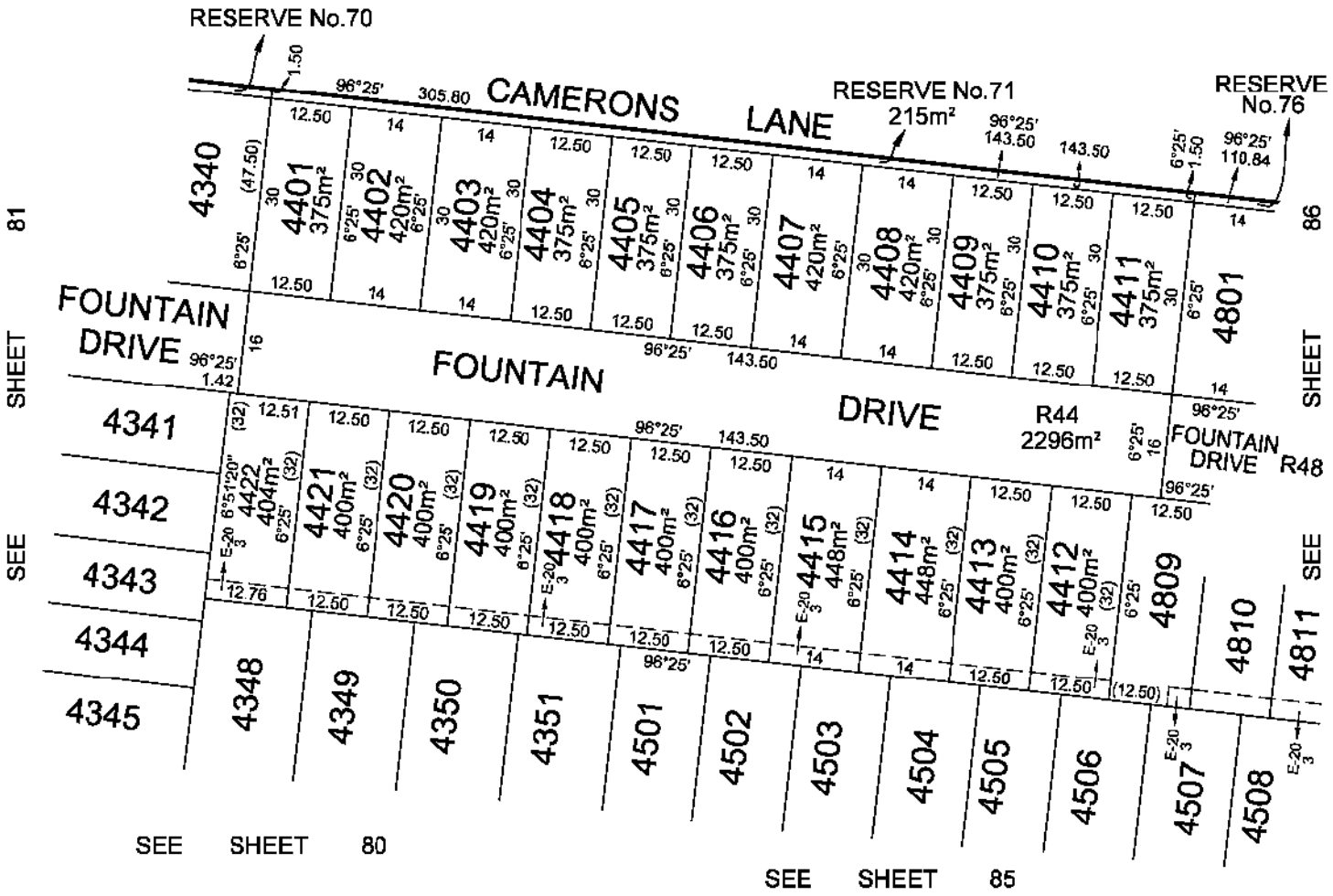


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 27/05/22 REFERENCE: AA0015 DRAWING: CM044AA DRAWN BY: BA		ORIGINAL SHEET SIZE: A3 SHEET 81

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PLAN OF SUBDIVISION

PS 617320S



MGA94 55

MANDALAY

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ABN 18 616 811 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia
LyssnaGroup.com

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:750

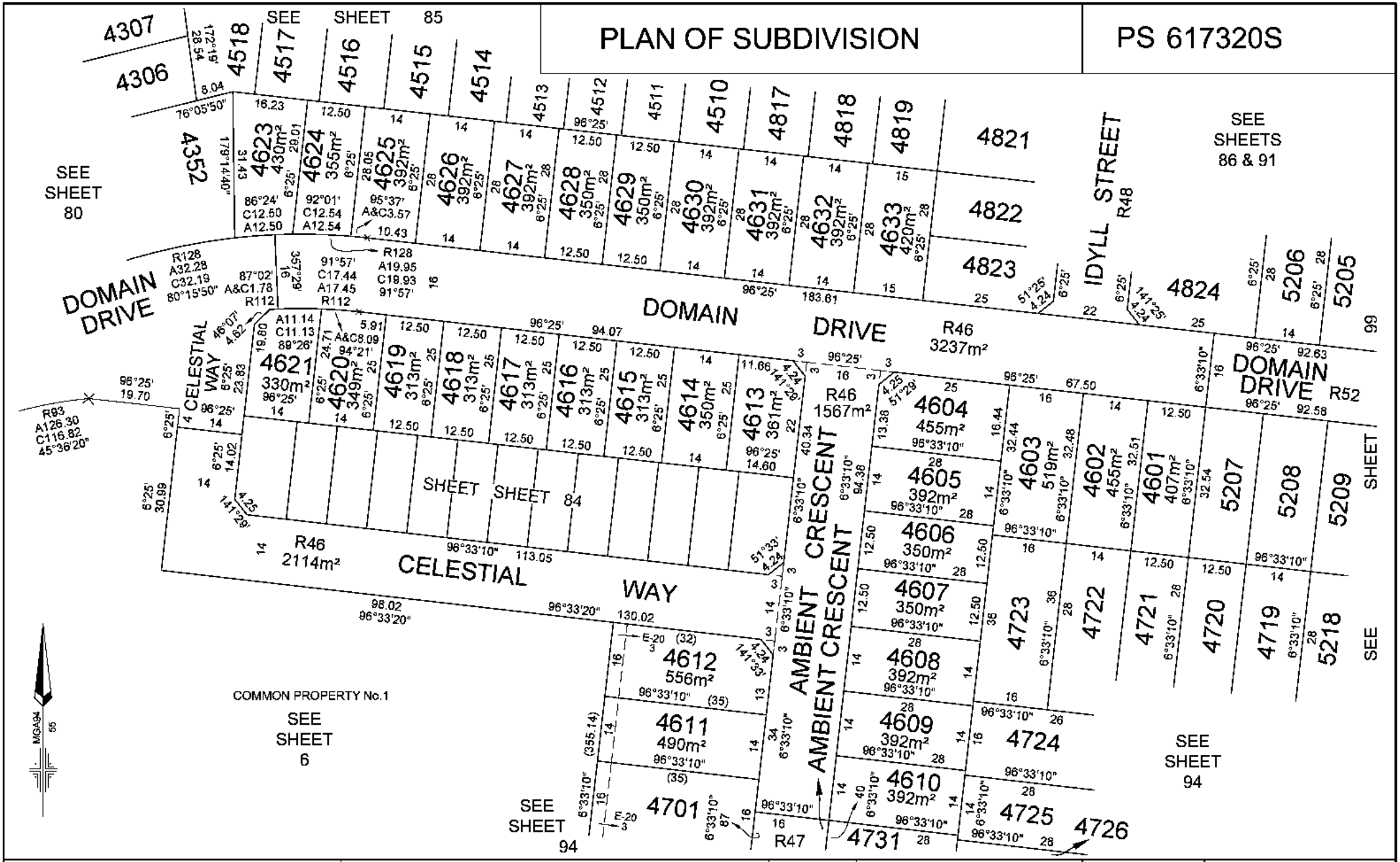
0 7.5 15 22.5 30
LENGTHS ARE IN METRES

DATE: 19/08/22 REFERENCE: AA0015
DRAWING: CM0048AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 82

PLAN OF SUBDIVISION

PS 617320S

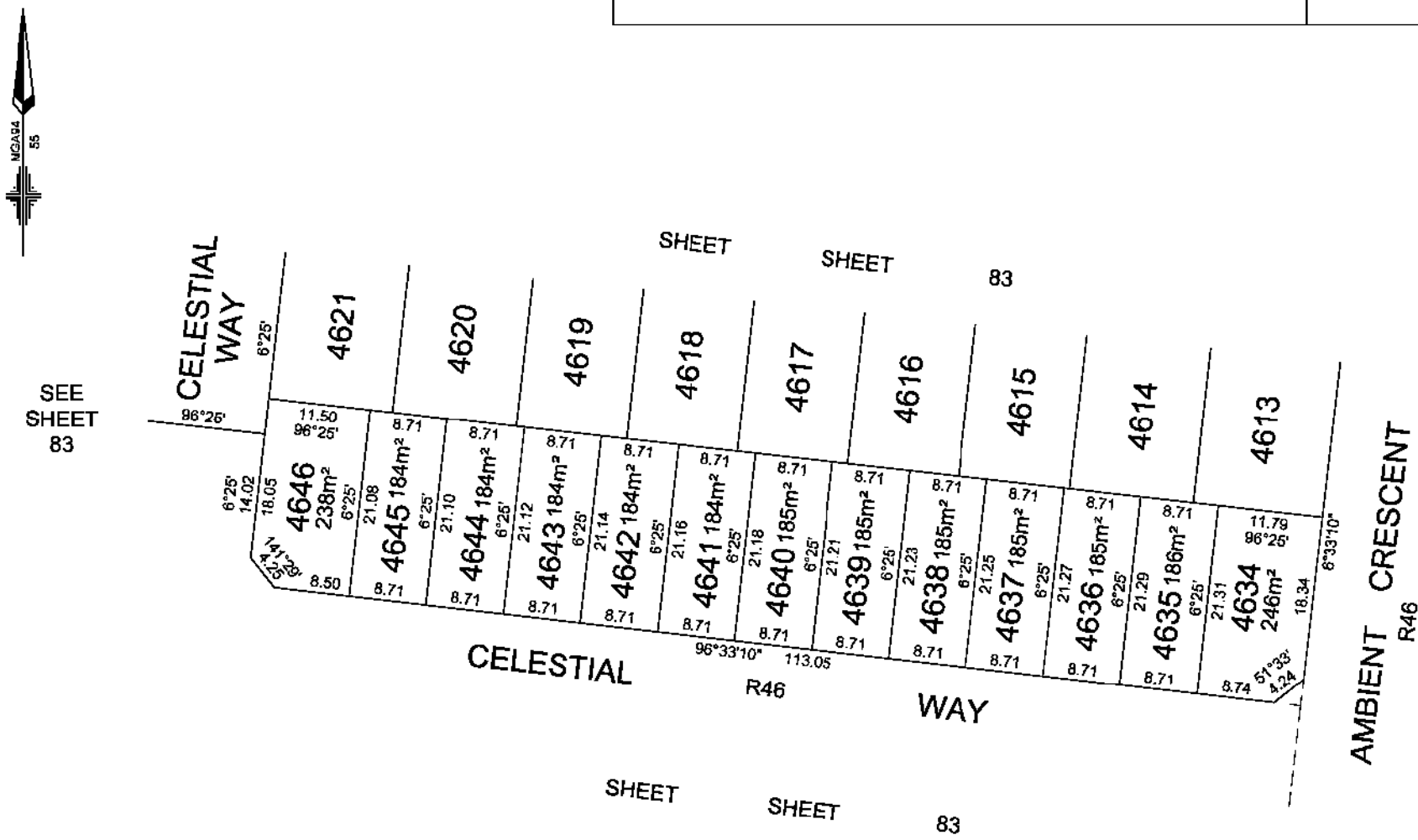


Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 83
	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA				

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PLAN OF SUBDIVISION

PS 617320S

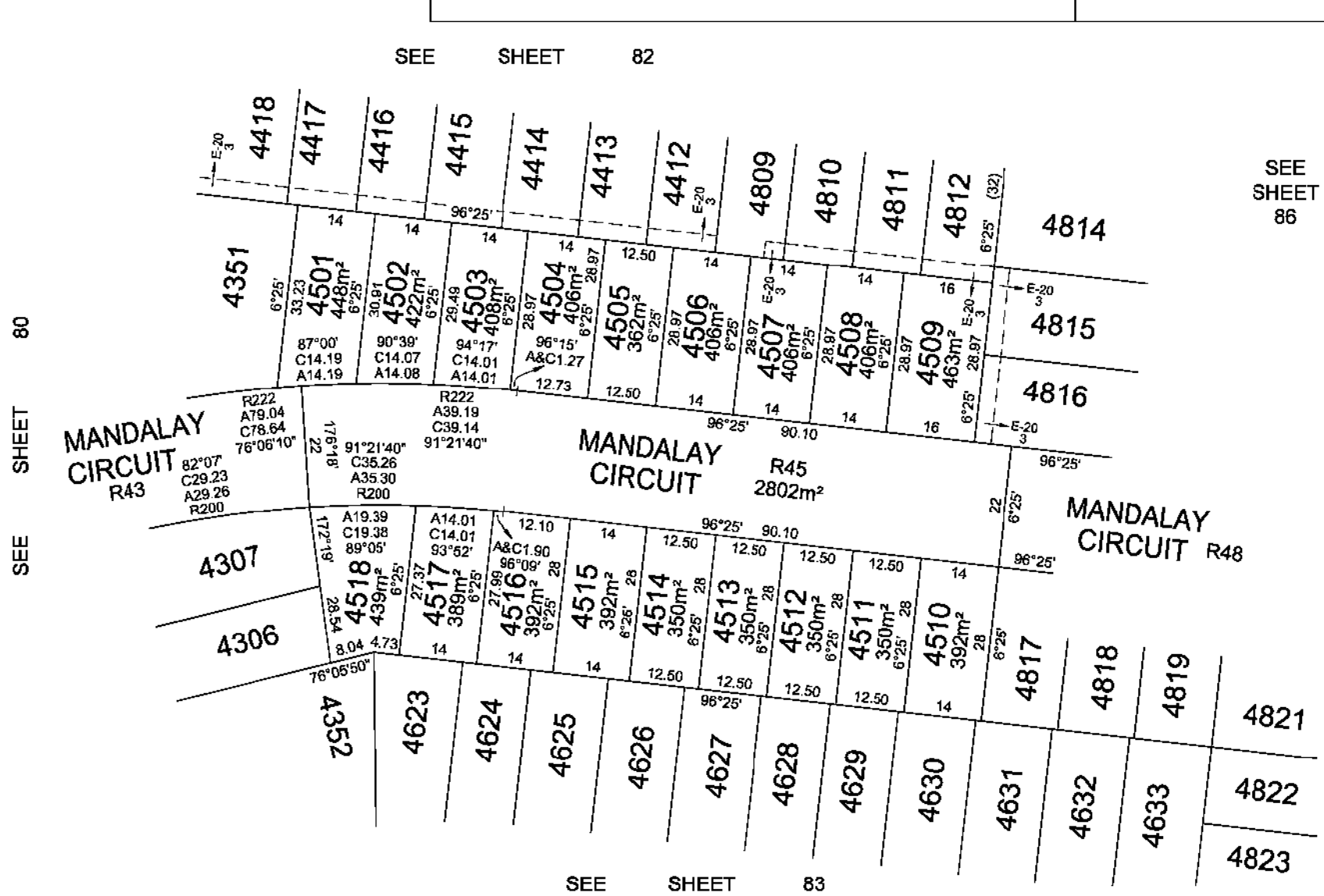


Lyssna Group Pty Ltd ABN 35 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 84
	DATE: 19/08/22 REFERENCE: AA0015 DRAWING: CM0046AA DRAWN BY: BA				

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PLAN OF SUBDIVISION

PS 617320S



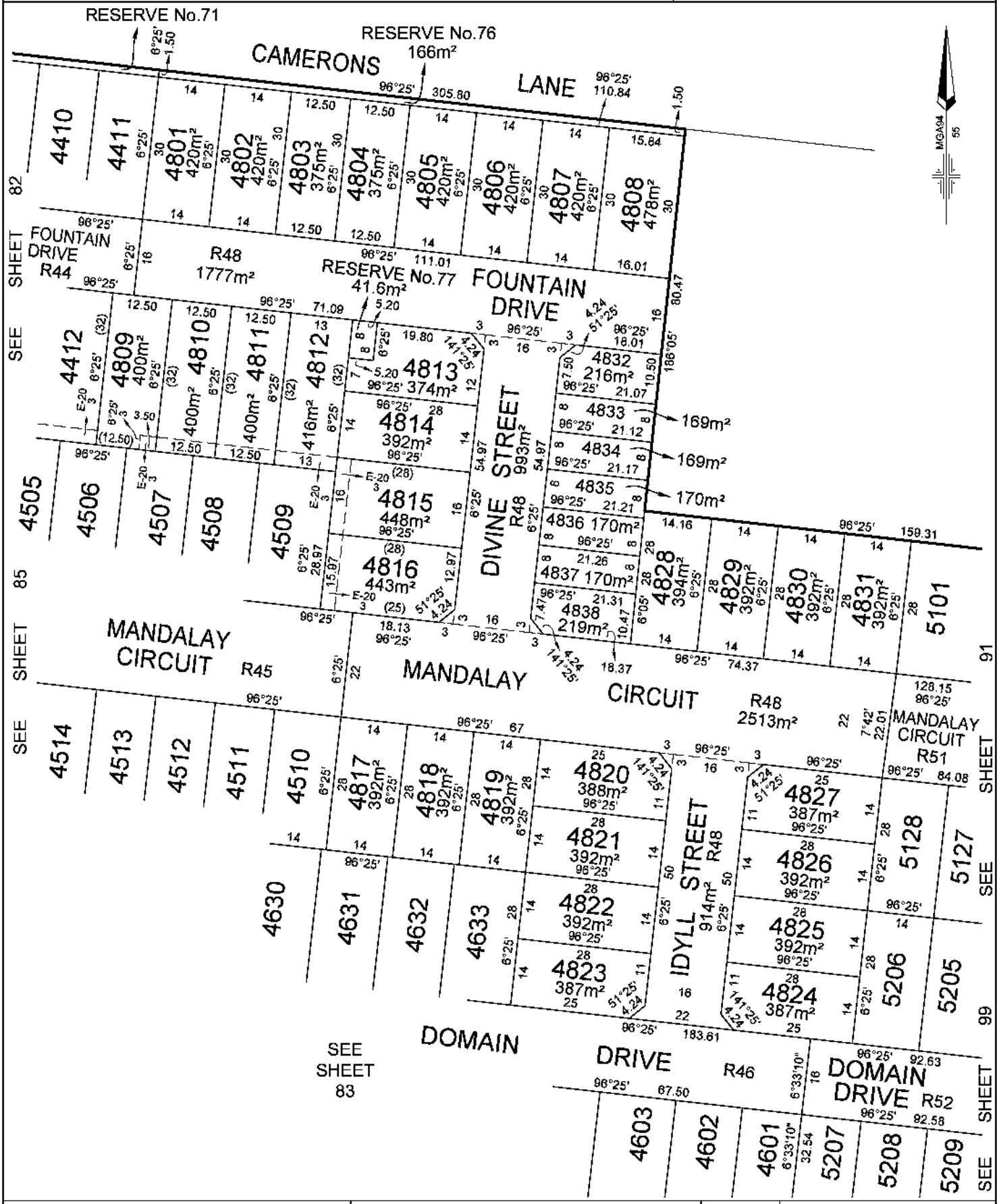
Lyssna Group Pty Ltd ABN 35 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 85
	DATE: 19/08/22 REFERENCE: AA0015 DRAWING: CM0048AA DRAWN BY: BA				

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PLAN OF SUBDIVISION

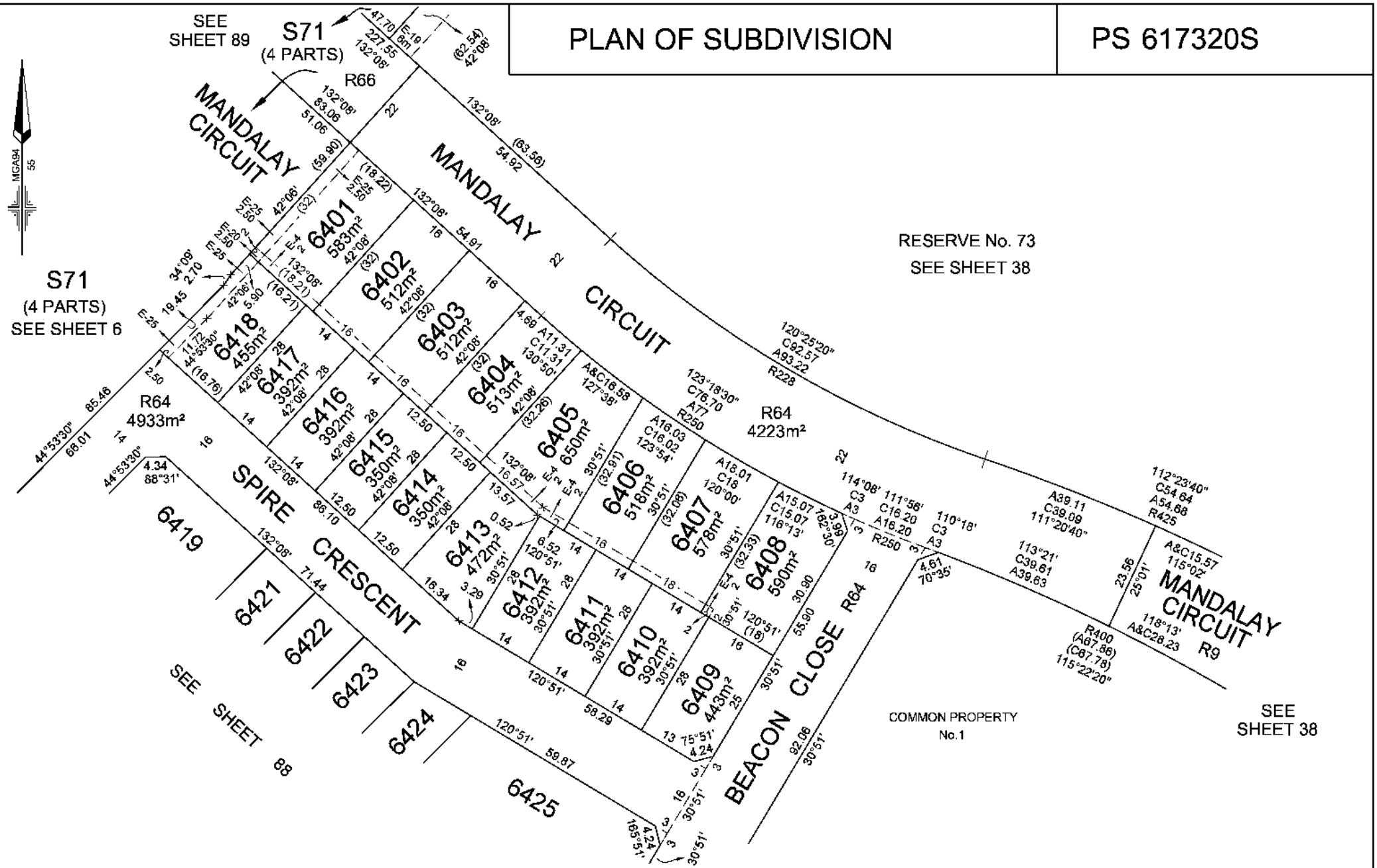
PS 617320S



MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA		ORIGINAL SHEET SIZE: A3 SHEET 86

PLAN OF SUBDIVISION

PS 617320S

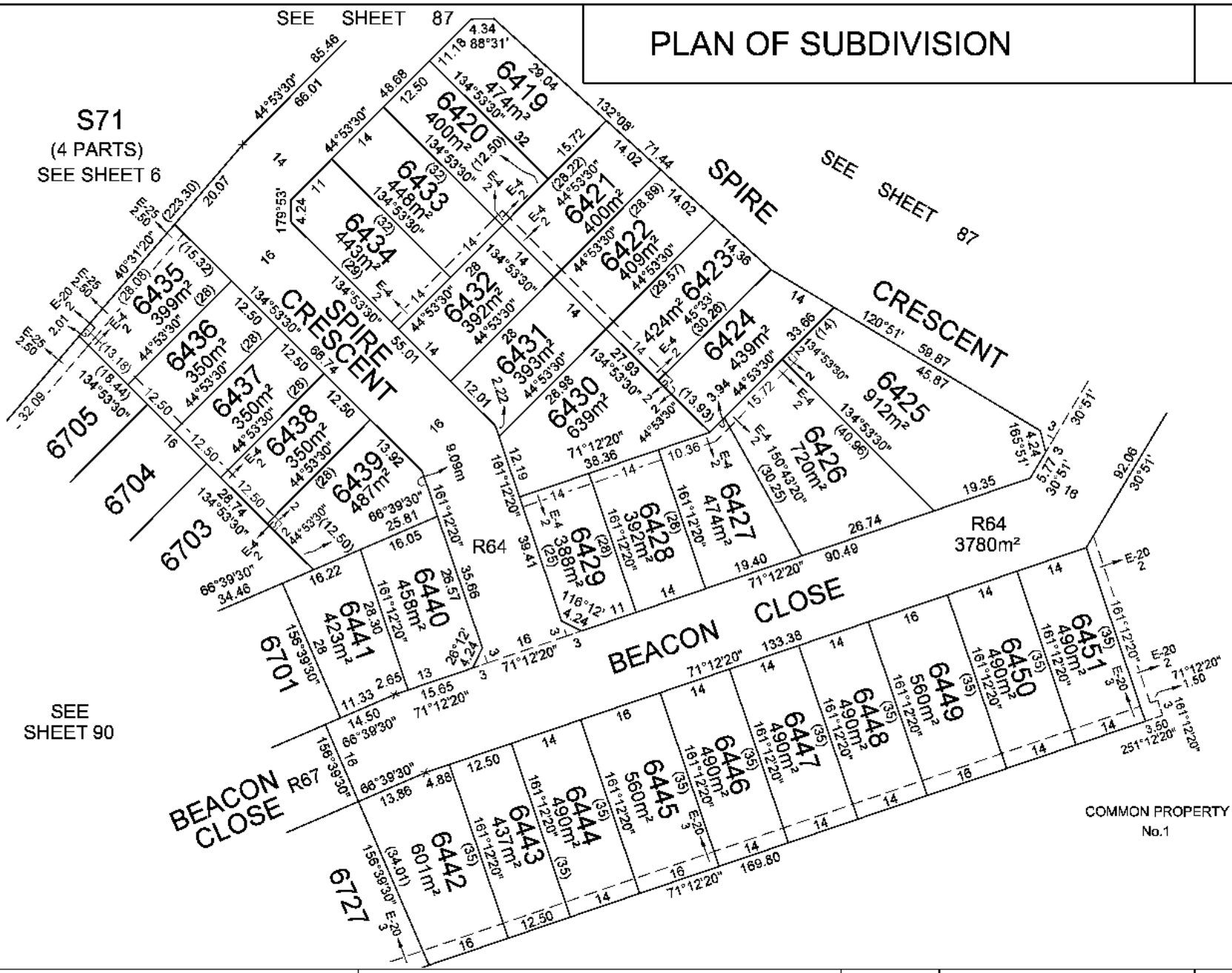


Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 87

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PLAN OF SUBDIVISION

PS 617320S

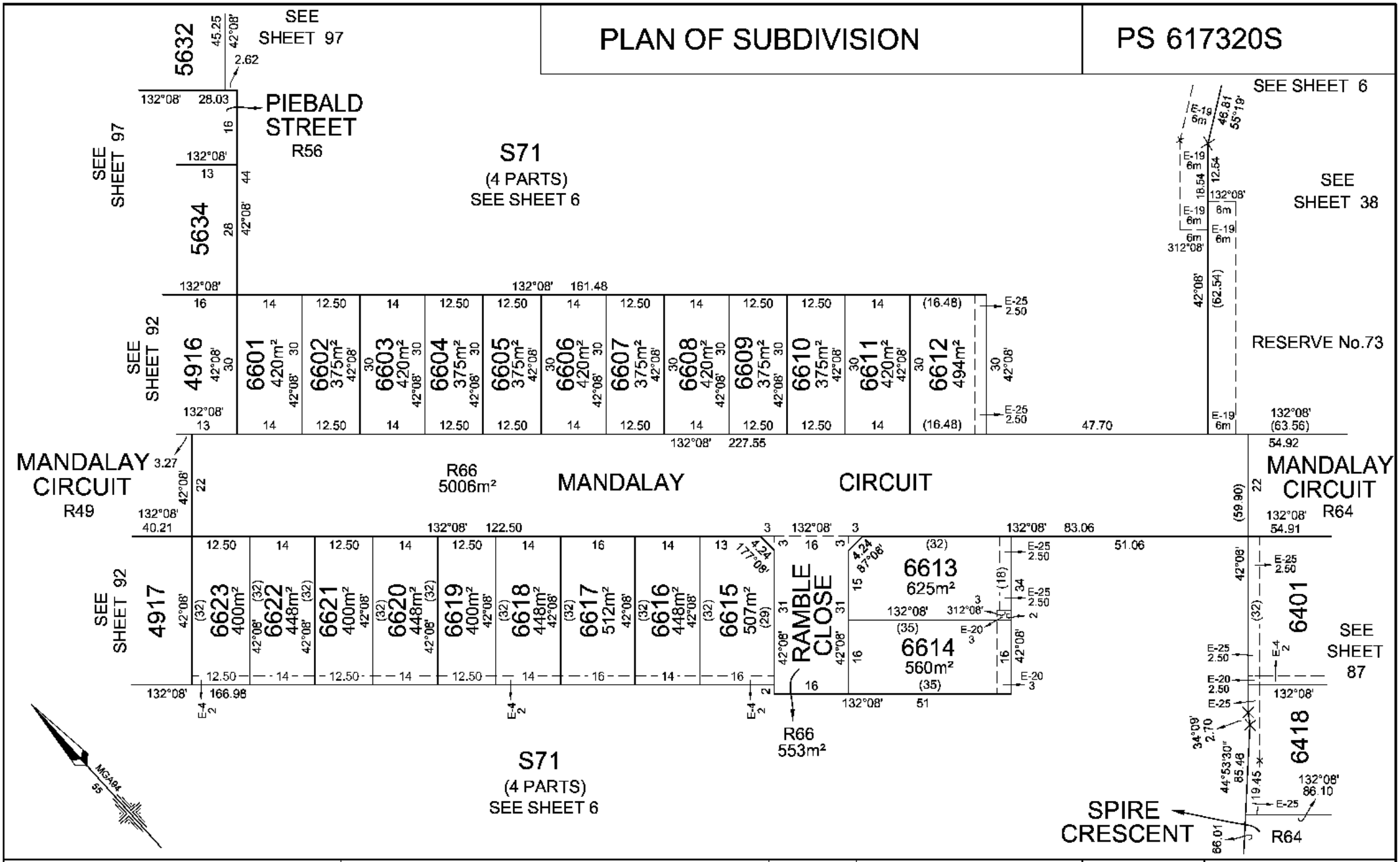


Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 88
	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA				

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PLAN OF SUBDIVISION

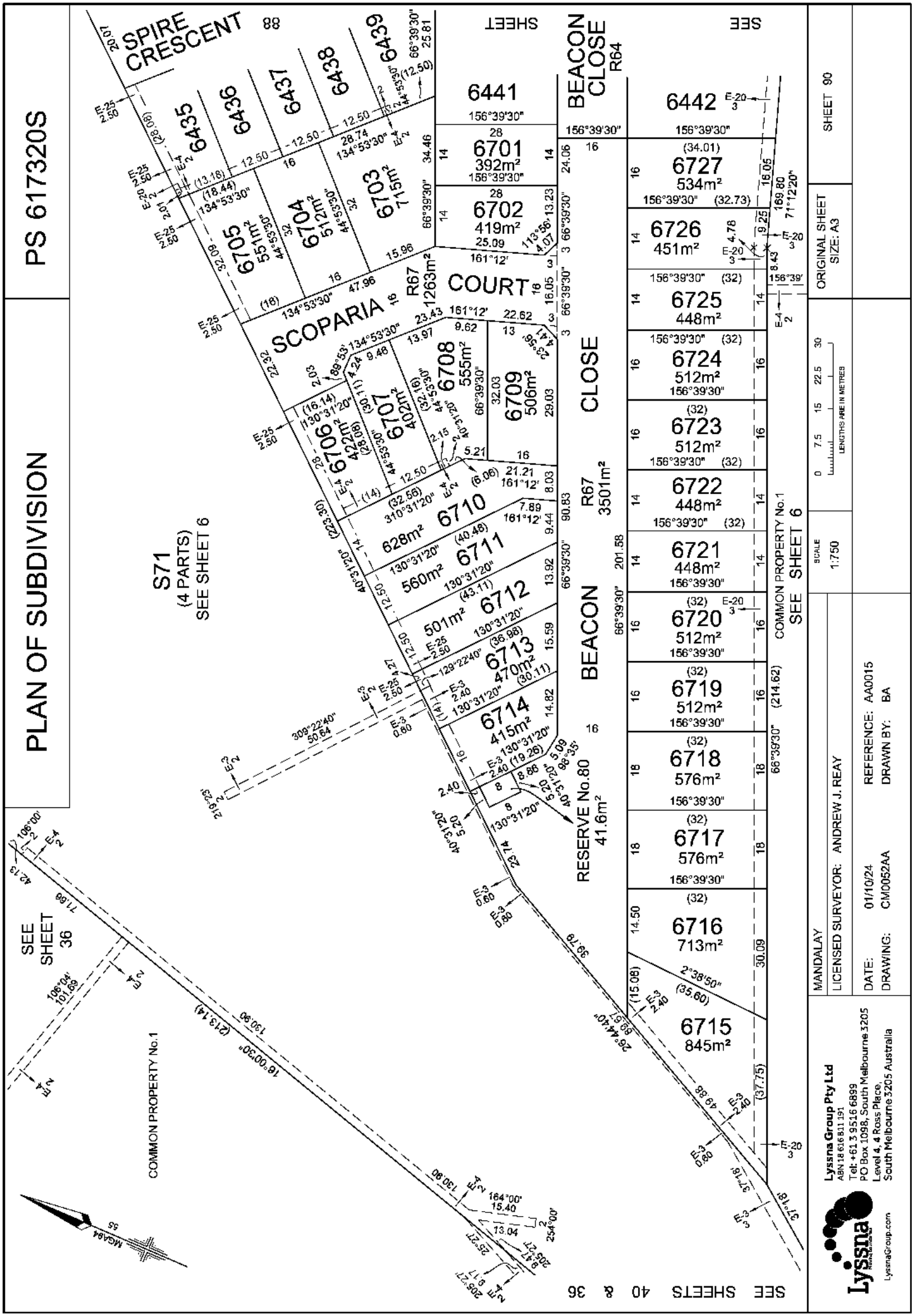
PS 617320S



Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 89
	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA				

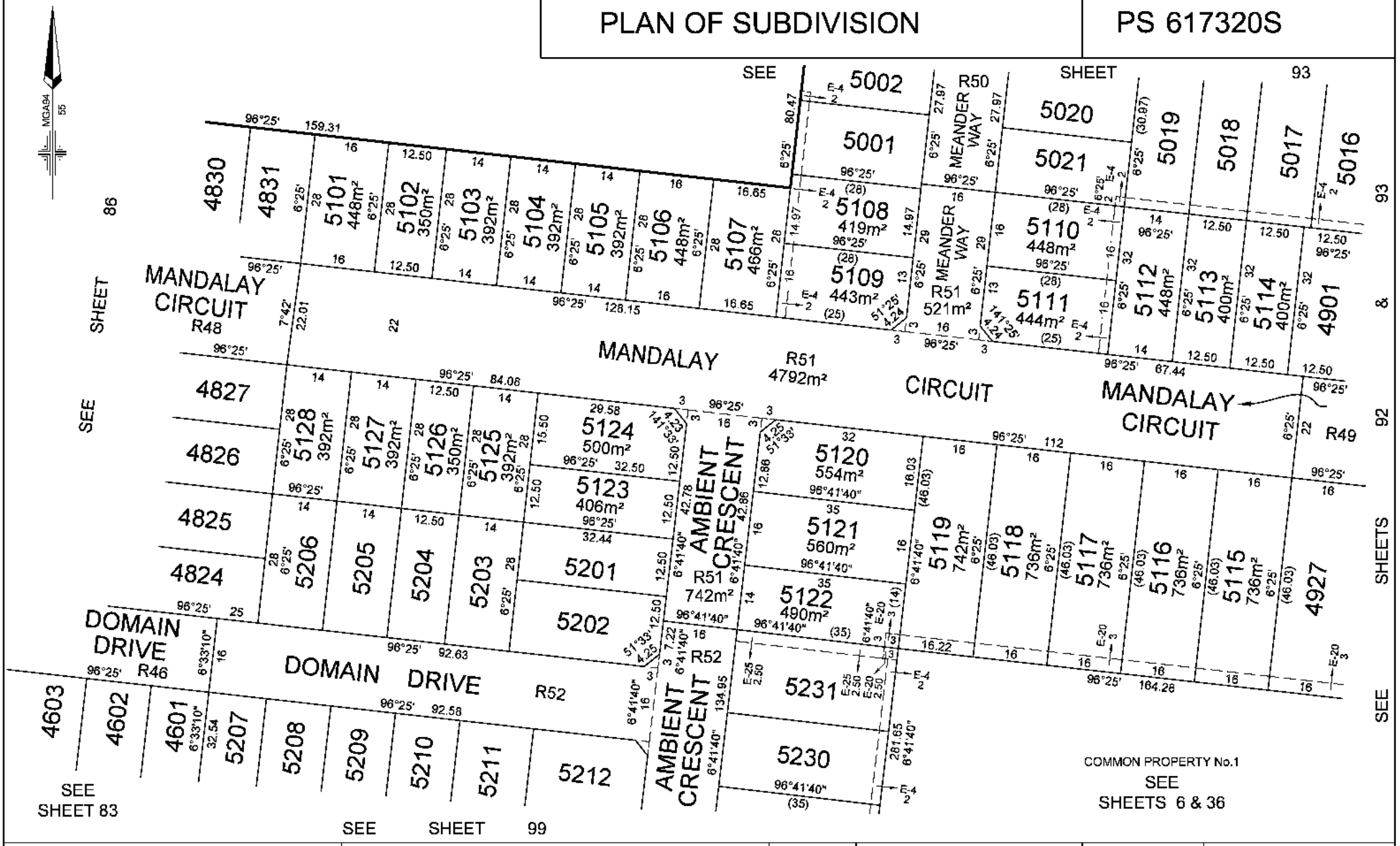
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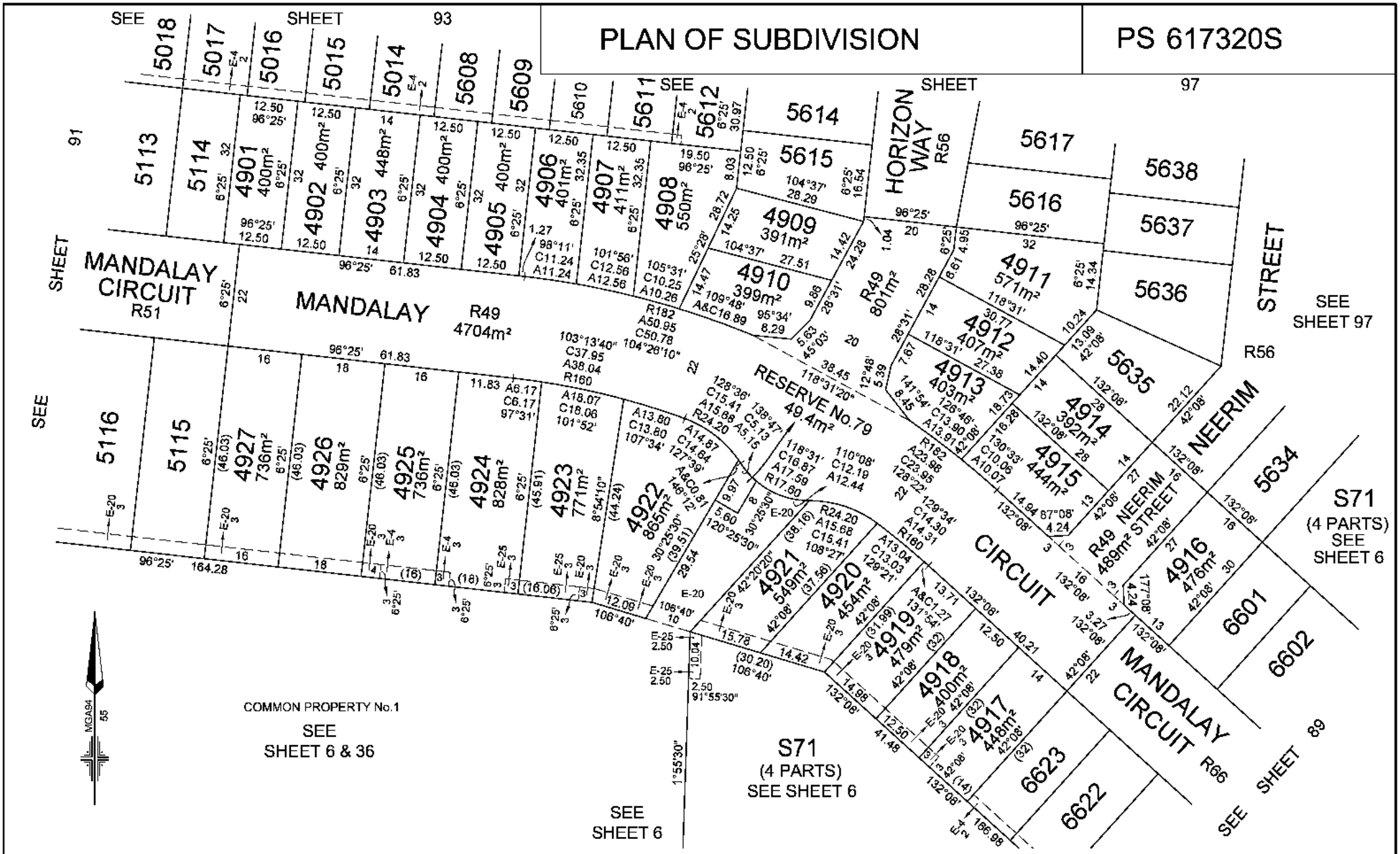
PLAN OF SUBDIVISION

PS 617320S



Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 91

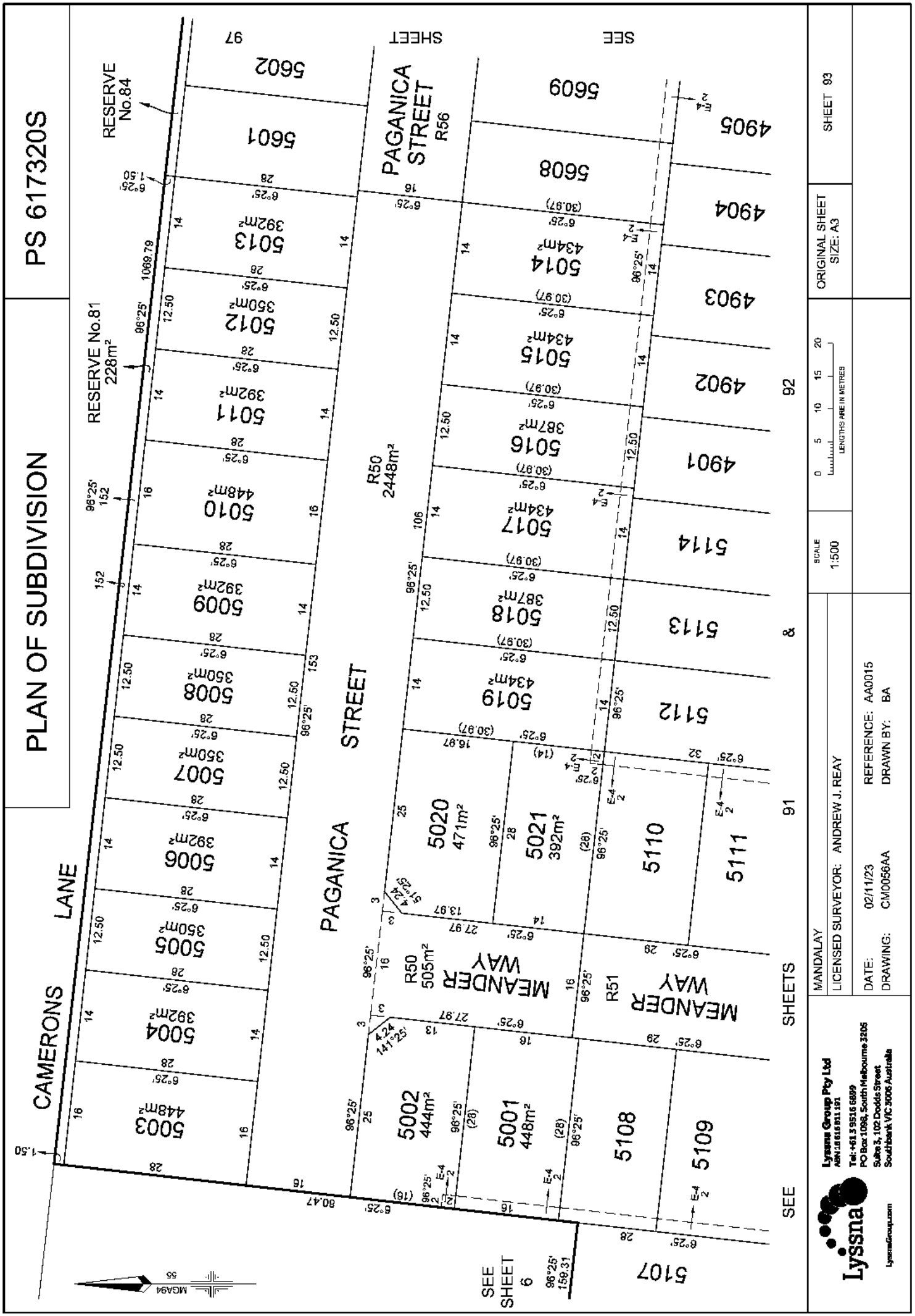
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Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +613 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 92
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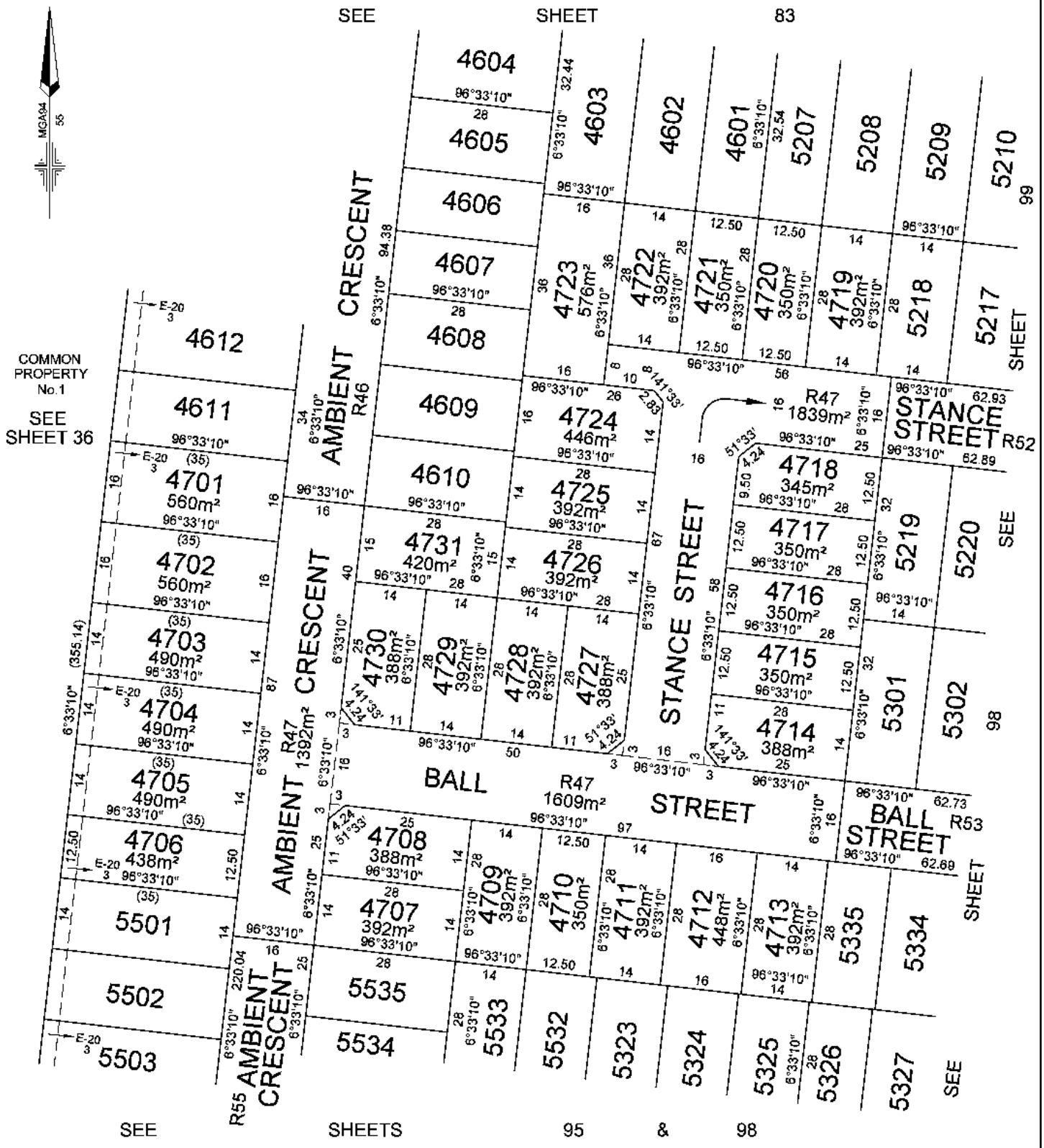
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PLAN OF SUBDIVISION

PS 617320S

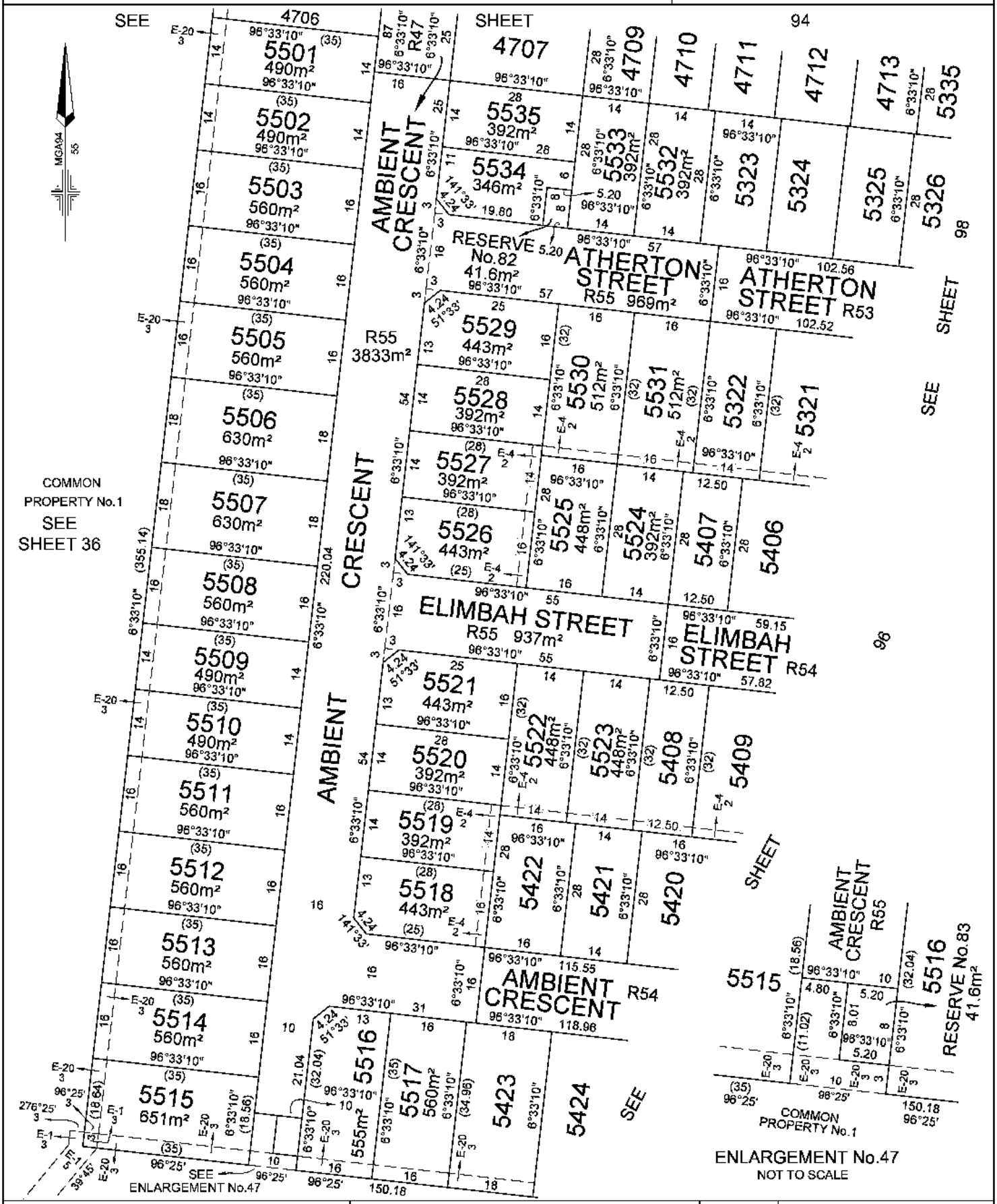


MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA		ORIGINAL SHEET SIZE: A3 SHEET 94

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PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:750

0 7.5 15 22.5 30
LENGTHS ARE IN METRES

DATE: 01/08/24 REFERENCE: AA0015

DRAWING: CM0053AA DRAWN BY: BA

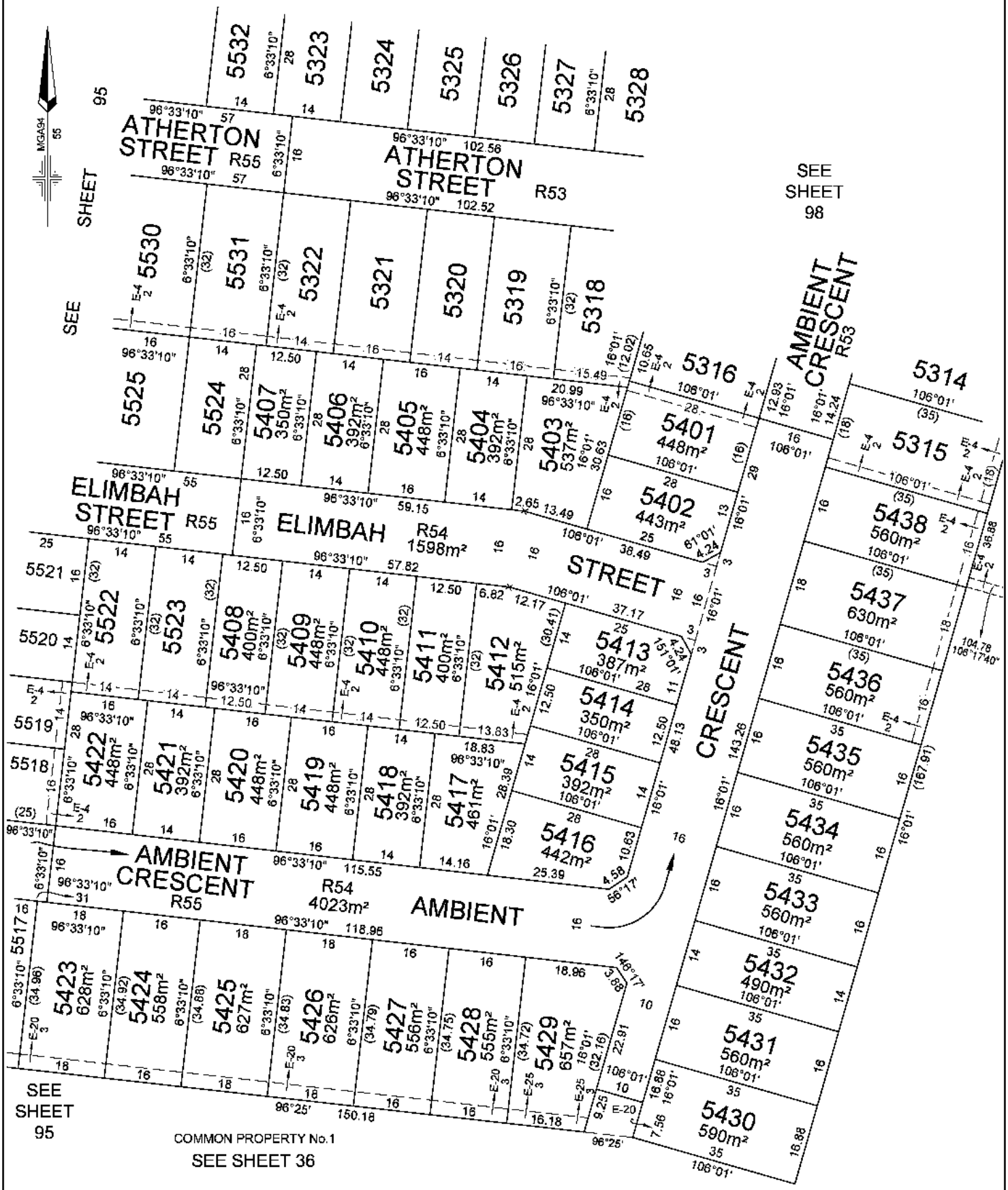
ORIGINAL SHEET SIZE: A3
SHEET 95

Lyssna Group Pty Ltd
ABN 18 616 611 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Suite 3, 102 Dodds Street
Southbank VIC 3006 Australia
LyssnaGroup.com

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PLAN OF SUBDIVISION

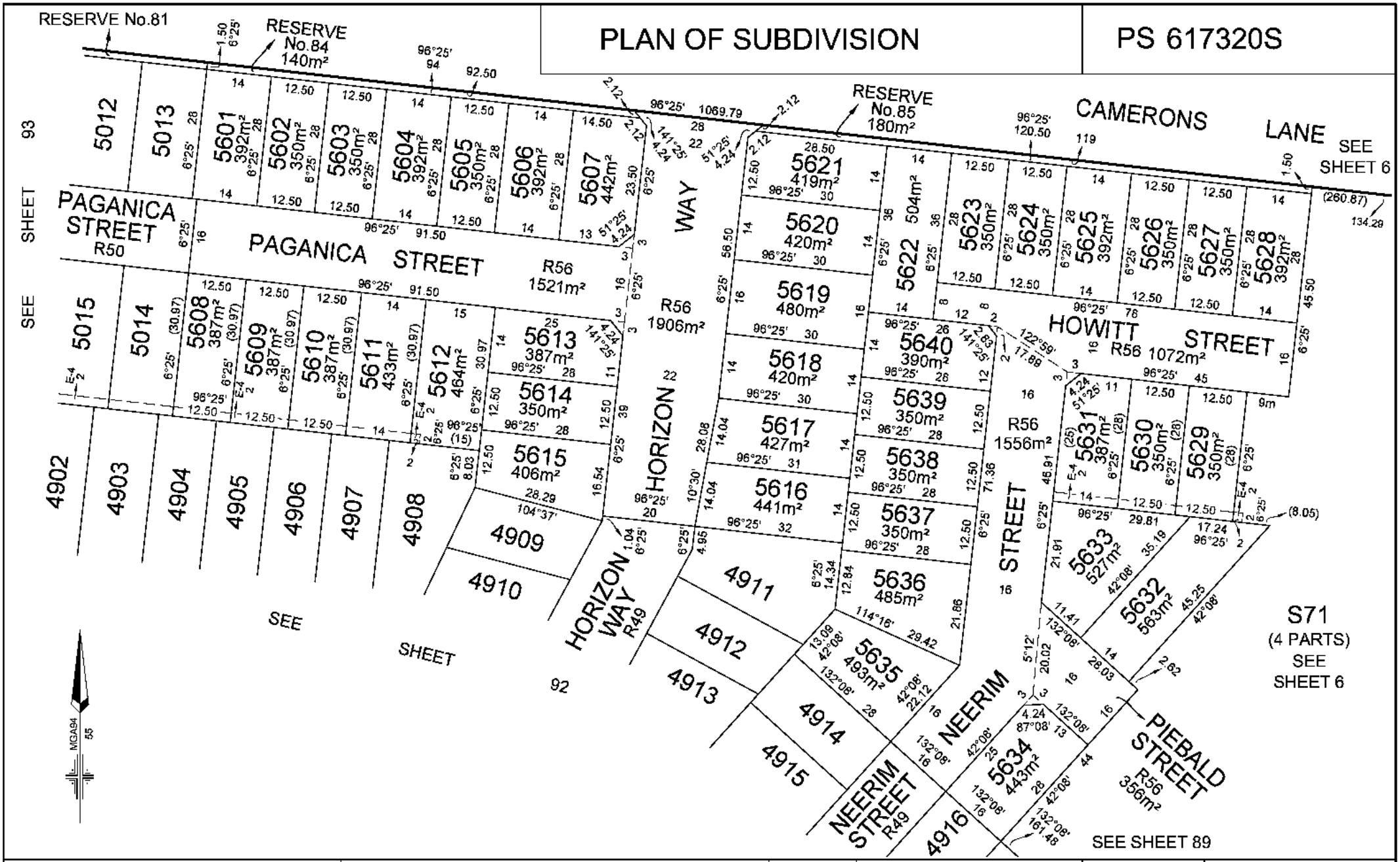
PS 617320S



MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
Lyssna Group Pty Ltd ABN 18 616 611 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com	DATE: 01/08/24 REFERENCE: AA0015 DRAWING: CM0053AA DRAWN BY: BA		ORIGINAL SHEET SIZE: A3 SHEET 96

PLAN OF SUBDIVISION

PS 617320S



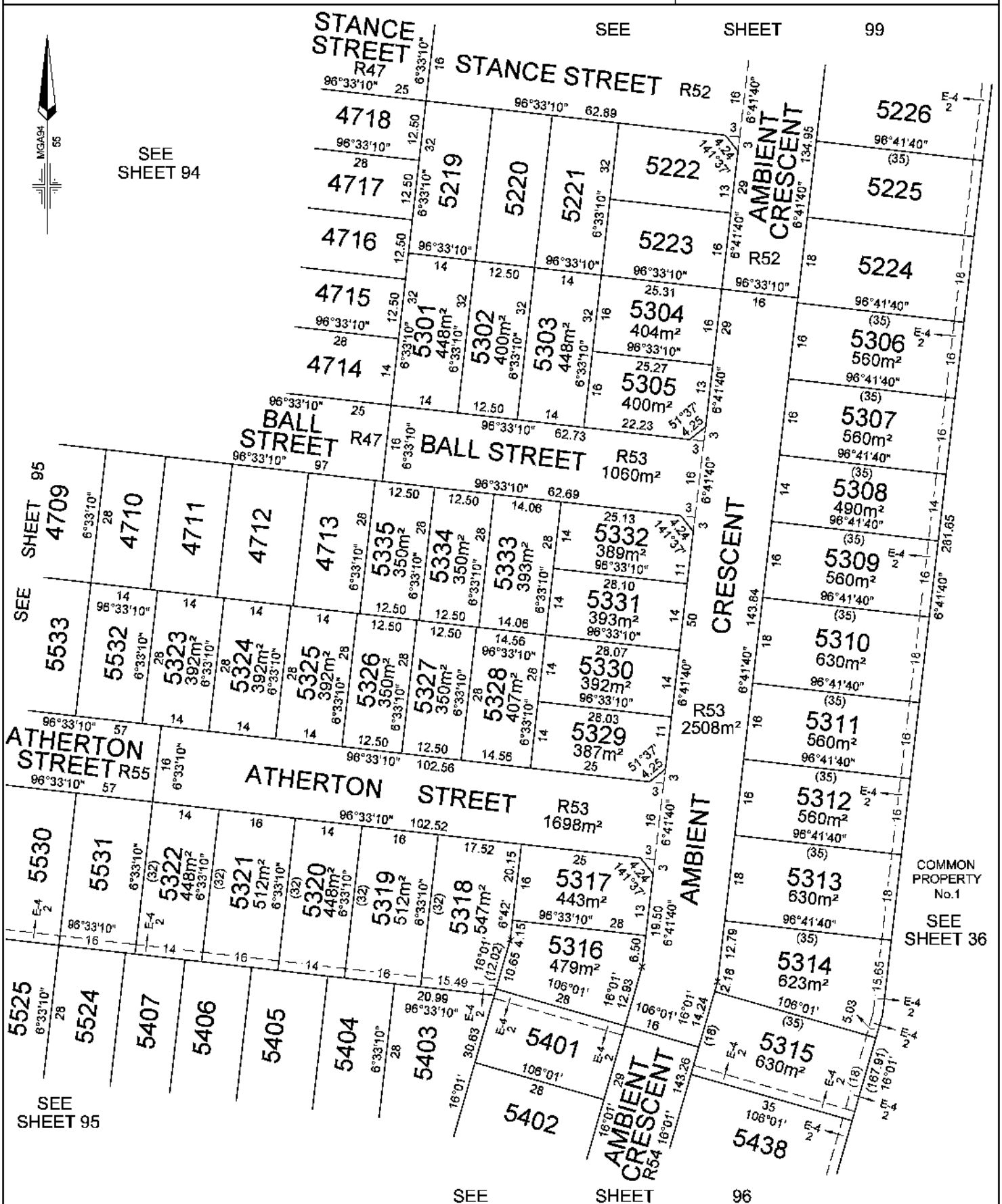
Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +613 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia LyssnaGroup.com	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 97
	DATE: 01/10/24 REFERENCE: AA0015 DRAWING: CM0052AA DRAWN BY: BA				

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PLAN OF SUBDIVISION

PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE 1:750

0 7.5 15 22.5 30

LENGTHS ARE IN METRES

DATE: 01/10/24 REFERENCE: AA0015

DRAWING: CM0052AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3

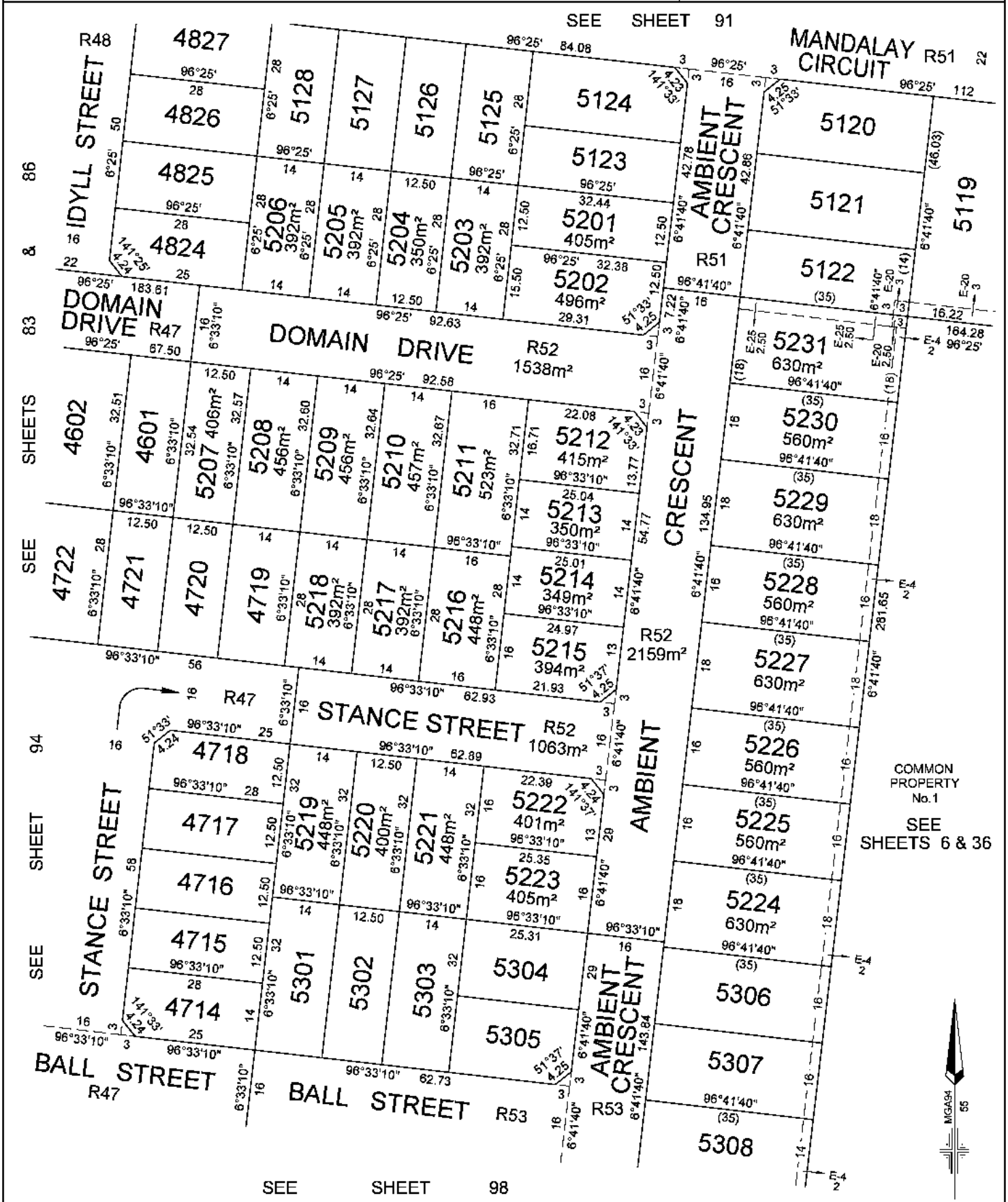
SHEET 98

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PLAN OF SUBDIVISION

PS 617320S



MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
	DATE: 01/10/24	REFERENCE: AA0015	ORIGINAL SHEET SIZE: A3
	DRAWING: CM0052AA	DRAWN BY: BA	SHEET 99

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PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

CREATION OF RESTRICTION "A81"

The following restriction is to be created upon registration of this Plan:

Land to benefit: Lots 8101 to 8149 (inclusive) on the Plan of Subdivision

Land to be burdened: Lots 8101 to 8149 (inclusive) on the Plan of Subdivision

DESCRIPTION OF RESTRICTION

1. The registered proprietor or proprietors for the time being of any burdened lot on this Plan to which any of the following restrictions apply shall not:

   (a) build or allow to be built any improvement on any lot:

   (i) that is not in accordance with the Mandalay Design and Siting Guidelines and Restrictions unless otherwise approved by Mandalay Design Reviewer, 501 Blackburn Road, Mt Waverly, Victoria 3149 ("Mandalay Design Reviewer"), a copy of which guidelines and restrictions can be obtained from the Mandalay Design Reviewer; and

   (ii) without obtaining written approval of the design for that improvement from the Mandalay Design Reviewer, which approval must be obtained even if the design for that improvement complies with the Mandalay Design and Siting Guidelines and Restrictions;

   (iii) that is not in accordance with the plans endorsed under Planning Permit P307070 / 12 , unless otherwise agreed to in writing by Responsible Authority:

   (b) build or allow to be built more than one (1) dwelling on a lot;

   (c) demolish, remove, alter or damage any fence on or near the boundary of a lot except to replace that fence;

   (d) replace any fence on or near the boundary unless the replacement fence is:

   (i) of a comparable type and colour to the fence which it replaces; and

   (ii) is constructed of the same or similar materials as the fence in which it replaces;

   (e) use any portable water for irrigation of any landscaping on a lot;

   (f) if a dwelling has been erected on the lot, erect or allow to remain on the lot more than one sign, notice, advertisement, placard or other material advertising the lot or any other lot for sale or calling for any expression of interest in purchasing the lot or any other lot unless the lot is being sold by Beveridge Land Pty Ltd; and

   (g) if a dwelling has not been erected on the lot, erect or allow to remain on the lot any sign, notice, advertisement, placard or other material advertising the lot or any other lot for sale or calling for expression of interest in purchasing the lot or any other lot unless the lot or other lot is being sold by Beveridge Land Pty Ltd.

   (h) subdivide the lot

2. This restriction will cease to have effect in relation to a burdened lot 10 years after the date of registration of the stage on this Plan that creates the burdened lot.

0802s.05.dwg PH/AA

SMEC
Melbourne Survey T 9869 0813 F 9869 0901

SCALE
0
LENGTHS ARE IN METRES

ORIGINAL SCALE

SHEET 100
ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: GERALD ROBERT SHONE

REF 0802s VERSION K

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PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A1"

The following restriction is to be created upon registration of this Plan:

A	BURDENED LAND	BENEFITING LAND	MEMORANDUM OF COMMON PROVISIONS No.
A1	Lots 1 - 47 (both inclusive)	Lots 1 - 47 (both inclusive)	AA1360
A2	Lots 48 - 99 (both inclusive)	Lots 48 - 99 (both inclusive)	AA1513
A3	Lots 100 - 138 (both inclusive)	Lots 100 - 138 (both inclusive)	AA1604
A4	Lots 139 - 173 (both inclusive)	Lots 139 - 173 (both inclusive)	AA1600
A5	Lots 174 - 206 (both inclusive)	Lots 174 - 206 (both inclusive)	AA1514
A6	Lots 207 - 244 (both inclusive)	Lots 207 - 244 (both inclusive)	AA1515
A7	Lots 245 - 278 (both inclusive)	Lots 245 - 278 (both inclusive)	AA1786
A8	Lots 279 - 300 (both inclusive)	Lots 279 - 300 (both inclusive)	AA1785
A9	Lots 902 to 916 and 918 to 926 (both inclusive)	Lots 902 to 916 and 918 to 926 (both inclusive)	AA2266
A12	Lots 1201 to 1236 (both inclusive)	Lots 1201 to 1236 (both inclusive)	AA5246
A14	Lots 1401 - 1444 (both inclusive)	Lots 1401 - 1444 (both inclusive)	AA1715
A15	Lots 1501 - 1544 (both inclusive)	Lots 1501 - 1544 (both inclusive)	AA1702
A16	Lots 1601 - 1634 (both inclusive)	Lots 1601 - 1634 (both inclusive)	AA2326
A17	Lots 1701 - 1746 (both inclusive)	Lots 1701 - 1746 (both inclusive)	AA1703
A18	Lots 1801 - 1817 (both inclusive)	Lots 1801 - 1817 (both inclusive)	AA2761
A19	Lots 1901 - 1910 (both inclusive)	Lots 1901 - 1910 (both inclusive)	AA3158
A20	Lots 2001 - 2040 (both inclusive)	Lots 2001 - 2040 (both inclusive)	AA2452
A21	Lots 2101 - 2150 (both inclusive)	Lots 2101 - 2150 (both inclusive)	AA3042
A23	Lots 2301 - 2372 (both inclusive)	Lots 2301 - 2372 (both inclusive)	AA4955
A27	Lots 2701 - 2738 (both inclusive)	Lots 2701 - 2738 (both inclusive)	AA2959
A28	Lots 2801 - 2833 (both inclusive)	Lots 2801 - 2833 (both inclusive)	AA3233
A29	Lots 2901 - 2928 (both inclusive)	Lots 2901 - 2928 (both inclusive)	AA3096
A30	Lots 3001 - 3033 (both inclusive)	Lots 3001 - 3033 (both inclusive)	AA3051
A31	Lots 3101 - 3143 (both inclusive)	Lots 3101 - 3143 (both inclusive)	AA3156
A32	Lots 3201 - 3236 (both inclusive)	Lots 3201 - 3236 (both inclusive)	AA3206
A33	Lots 3301 - 3331 (both inclusive)	Lots 3301 - 3331 (both inclusive)	AA3277
A34	Lots 3401 - 3434 (both inclusive)	Lots 3401 - 3434 (both inclusive)	AA3318
A35	Lots 3501 - 3531 (both inclusive)	Lots 3501 - 3531 (both inclusive)	AA3323
A36	Lots 3601 - 3631 (both inclusive)	Lots 3601 - 3631 (both inclusive)	AA3451
A37	Lots 3701 - 3744 (both inclusive)	Lots 3701 - 3744 (both inclusive)	AA3377
A38	Lots 3801 - 3856 (both inclusive)	Lots 3801 - 3856 (both inclusive)	AA4197
A39	Lots 3901 - 3938 (both inclusive)	Lots 3901 - 3938 (both inclusive)	AA4198
A40	Lots 4001 - 4036 (both inclusive)	Lots 4001 - 4036 (both inclusive)	AA4199
A41	Lots 4101 - 4138 (both inclusive)	Lots 4101 - 4138 (both inclusive)	AA6352
A42	Lots 4201 to 4237 (both inclusive)	Lots 4201 to 4237 (both inclusive)	AA7285
A43	Lots 4301 to 4352 (both inclusive)	Lots 4301 to 4352 (both inclusive)	AA7451
A44	Lots 4401 to 4422 (both inclusive)	Lots 4401 to 4422 (both inclusive)	AA7452
A45	Lots 4501 to 4518 (both inclusive)	Lots 4501 to 4518 (both inclusive)	AA7668
A46	Lots 4601 to 4621 and 4623 to 4633 (all inclusive)	Lots 4601 to 4621 and 4623 to 4633 (all inclusive)	AA7741
A47	Lots 4701 to 4731 (both inclusive)	Lots 4701 to 4731 (both inclusive)	AA8458
A48	Lots 4801 to 4831 (both inclusive)	Lots 4801 to 4831 (both inclusive)	AA7742
A49	Lots 4901 to 4927 (both inclusive)	Lots 4901 to 4927 (both inclusive)	AA8419
A50	Lots 5001 to 5021 (both inclusive)	Lots 5001 to 5021 (both inclusive)	AA9007
A51	Lots 5101 to 5128 (both inclusive)	Lots 5101 to 5128 (both inclusive)	AA8024
A52	Lots 5201 to 5231 (both inclusive)	Lots 5201 to 5231 (both inclusive)	AA010068
A53	Lots 5301 to 5335 (both inclusive)	Lots 5301 to 5335 (both inclusive)	AA9157
A54	Lots 5401 to 5438 (both inclusive)	Lots 5401 to 5438 (both inclusive)	AA8435
A55	Lots 5501 to 5535 (both inclusive)	Lots 5501 to 5535 (both inclusive)	AA8461
A56	Lots 5601 to 5640 (both inclusive)	Lots 5601 to 5640 (both inclusive)	AA9010
A60	Lots 6001 - 6017 (both inclusive)	Lots 6001 - 6017 (both inclusive)	AA3173
A61	Lots 6101 - 6129 (both inclusive)	Lots 6101 - 6129 (both inclusive)	AA4201
A63	Lots 6301 - 6317 (both inclusive)	Lots 6301 - 6317 (both inclusive)	AA3268
A64	Lots 6401 - 6451 (both inclusive)	Lots 6401 - 6451 (both inclusive)	AA7861
A65	Lots 6501 to 6519 (both inclusive)	Lots 6501 to 6519 (both inclusive)	AA7063
A66	Lots 6601 to 6623 (both inclusive)	Lots 6601 to 6623 (both inclusive)	AA7830
A67	Lots 6701 to 6727 (both inclusive)	Lots 6701 to 6727 (both inclusive)	AA8090
A97	Lots 9701 - 9711 (both inclusive)	Lots 9701 - 9711 (both inclusive)	AA2628

continued

MANDALAY

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LICENSED SURVEYOR: ANDREW J. REAY

DATE: 01/10/24 REFERENCE: AA0015
DRAWING: CM0052AA DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 101

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CREATION OF RESTRICTION "A1" CONTINUED

1. The registered proprietor or proprietors for the time being of any burdened lot on this Plan to which any of the following restrictions apply shall not:

   (a) build or allow to be built any improvement on any lot:

      (i) other than in accordance with the restrictions contained in Memorandum of Common Provisions registered in application No. (noted in the above table) which are incorporated into this plan;

      (ii) that is not in accordance with the Mandalay Design and Siting Guidelines and Restrictions unless otherwise approved by the Mandalay Design Reviewer, 501 Blackburn Road, Mt Waverley, Victoria 3149 ("Mandalay Design Reviewer"), a copy of which guidelines and restrictions can be obtained from the Mandalay Design Reviewer; and

      (iii) without obtaining written approval of the design for that improvement from the Mandalay Design Reviewer, which approval must be obtained even if the design for that improvement complies with the Mandalay Design and Siting Guidelines and Restrictions;

   (b) build or allow to be built more than one (1) dwelling on a lot;

   (c) demolish, remove, alter or damage any fence on or near the boundary of a lot except to replace that fence;

   (d) replace any fence on or near the boundary of a lot unless the replacement fence is:
      (i) of a comparable type and colour to the fence which it replaces; and
      (ii) is constructed of the same or similar materials as the fence which it replaces;

   (e) use any potable water for irrigation of any landscaping on a lot;

   (f) if a dwelling has been erected on the lot, erect or allow to remain on the lot more than one sign, notice, advertisement, placard or other material advertising the lot or any other lot for sale or calling for any expression of interest in purchasing the lot or any other lot unless the lot or other lot is being sold by Beveridge Land Pty Ltd, and

   (g) if a dwelling has not been erected on the lot, erect or allow to remain on the lot any sign, notice, advertisement, placard or other material advertising the lot or any other lot for sale or calling for any expression of interest in purchasing the lot or any other lot unless the lot or other lot is being sold by Beveridge Land Pty Ltd.

2. The restriction will cease to have effect in relation to a burdened lot 10 years after the date of registration of the stage on this Plan that created the burdened lot.

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PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A2"

The following restriction is to be created upon registration of this Plan:

A	BURDENED LAND	BENEFITING LAND	MEMORANDUM OF COMMON PROVISIONS No.
A46	Lots 4634 to 4646 (both inclusive)	Lots 4634 to 4646 (both inclusive)	AA8459
A48	Lots 4832 to 4838 (both inclusive)	Lots 4832 to 4838 (both inclusive)	AA8418

DESCRIPTION OF RESTRICTION

1. The registered proprietor or proprietors for the time being of any burdened lot on this Plan to which any of the following restrictions apply shall not:

   (a) build or allow to be built any improvement on any lot:

   (i) other than in accordance with the restrictions contained in Memorandum of Common Provisions registered in application No. (noted in the above table) which are incorporated into this plan.

   (ii) that is not in accordance with the Mandalay Medium Density Design and Siting Guidelines and Restrictions unless otherwise approved by the Mandalay Design Reviewer, 501 Blackburn Road, Mt Waverley, Victoria 3149 ("Mandalay Design Reviewer"), a copy of which guidelines and restrictions can be obtained from the Mandalay Design Reviewer; and

   (iii) without obtaining written approval of the design for that improvement from the Mandalay Design Reviewer, which approval must be obtained even if the design for that improvement complies with the Mandalay Medium Density Design and Siting Guidelines and Restrictions;

   (b) build or allow to be built more than one (1) dwelling on a lot;

   (c) demolish, remove, alter or damage any fence on or near the boundary of a lot except to replace that fence;

   (d) replace any fence on or near the boundary of a lot unless the replacement fence is:
   (i) of a comparable type and colour to the fence which it replaces; and
   (ii) is constructed of the same or similar materials as the fence which it replaces

   (e) use any potable water for irrigation of any landscaping on a lot;

   (f) if a dwelling has been erected on the lot, erect or allow to remain on the lot more than one sign, notice, advertisement, placard or other material advertising the lot or any other lot for sale or calling for any expression of interest in purchasing the lot or any other lot unless the lot or other lot is being sold by Beveridge Land Pty Ltd, and

   (g) if a dwelling has not been erected on the lot, erect or allow to remain on the lot any sign, notice, advertisement, placard or other material advertising the lot or any other lot for sale or calling for any expression of interest in purchasing the lot or any other lot unless the lot or other lot is being sold by Beveridge Land Pty Ltd.

2. The restriction will cease to have effect in relation to a burdened lot 10 years after the date of registration of the stage on this Plan that created the burdened lot.

MANDALAY

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LICENSED SURVEYOR: ANDREW J. REAY

DATE:	01/10/24	REFERENCE:	AA0015	ORIGINAL SHEET SIZE: A3
DRAWING:	CM0052AA	DRAWN BY:	BA	SHEET 103

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PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "B"

The following restriction is to be created upon registration of this Plan:

BURDENED LAND	BENEFITING LAND
Lots 1 - 47 (both inclusive)	Lots 1 - 47 (both inclusive)
Lots 48 - 99 (both inclusive)	Lots 48 - 99 (both inclusive)
Lots 100 - 138 (both inclusive)	Lots 100 - 138 (both inclusive)
Lots 139 - 173 (both inclusive)	Lots 139 - 173 (both inclusive)
Lots 174 - 206 (both inclusive)	Lots 174 - 206 (both inclusive)
Lots 207 - 244 (both inclusive)	Lots 207 - 244 (both inclusive)
Lots 245 - 278 (both inclusive)	Lots 245 - 278 (both inclusive)
Lots 279 - 300 (both inclusive)	Lots 279 - 300 (both inclusive)
Lots 902 to 916 and 918 to 926 (both inclusive)	Lots 902 to 916 and 918 to 926 (both inclusive)
Lots 1201 to 1236 (both inclusive)	Lots 1201 to 1236 (both inclusive)
Lots 1401 - 1444 (both inclusive)	Lots 1401 - 1444 (both inclusive)
Lots 1501 - 1544 (both inclusive)	Lots 1501 - 1544 (both inclusive)
Lots 1601 - 1634 (both inclusive)	Lots 1601 - 1634 (both inclusive)
Lots 1701 - 1746 (both inclusive)	Lots 1701 - 1746 (both inclusive)
Lots 1801 - 1817 (both inclusive)	Lots 1801 - 1817 (both inclusive)
Lots 1901 - 1910 (both inclusive)	Lots 1901 - 1910 (both inclusive)
Lots 2001 - 2040 (both inclusive)	Lots 2001 - 2040 (both inclusive)
Lots 2101 - 2150 (both inclusive)	Lots 2101 - 2150 (both inclusive)
Lots 2301 - 2372 (both inclusive)	Lots 2301 - 2372 (both inclusive)
Lots 2701 - 2738 (both inclusive)	Lots 2701 - 2738 (both inclusive)
Lots 2801 - 2833 (both inclusive)	Lots 2801 - 2833 (both inclusive)
Lots 2901 - 2928 (both inclusive)	Lots 2901 - 2928 (both inclusive)
Lots 3001 - 3033 (both inclusive)	Lots 3001 - 3033 (both inclusive)
Lots 3101 - 3143 (both inclusive)	Lots 3101 - 3143 (both inclusive)
Lots 3201 - 3236 (both inclusive)	Lots 3201 - 3236 (both inclusive)
Lots 3301 - 3331 (both inclusive)	Lots 3301 - 3331 (both inclusive)
Lots 3401 - 3434 (both inclusive)	Lots 3401 - 3434 (both inclusive)
Lots 3501 - 3531 (both inclusive)	Lots 3501 - 3531 (both inclusive)
Lots 3601 - 3631 (both inclusive)	Lots 3601 - 3631 (both inclusive)
Lots 3701 - 3744 (both inclusive)	Lots 3701 - 3744 (both inclusive)
Lots 3801 - 3856 (both inclusive)	Lots 3801 - 3856 (both inclusive)
Lots 3901 - 3938 (both inclusive)	Lots 3901 - 3938 (both inclusive)
Lots 4001 - 4036 (both inclusive)	Lots 4001 - 4036 (both inclusive)
Lots 4101 - 4138 (both inclusive)	Lots 4101 - 4138 (both inclusive)
Lots 4201 to 4237 (both inclusive)	Lots 4201 to 4237 (both inclusive)
Lots 4301 to 4352 (both inclusive)	Lots 4301 to 4352 (both inclusive)
Lots 4401 to 4422 (both inclusive)	Lots 4401 to 4422 (both inclusive)
Lots 4501 to 4518 (both inclusive)	Lots 4501 to 4518 (both inclusive)
Lots 4601 to 4621 and 4623 to 4646 (all inclusive)	Lots 4601 to 4621 and 4623 to 4646 (all inclusive)
Lots 4701 to 4731 (both inclusive)	Lots 4701 to 4731 (both inclusive)
Lots 4801 to 4838 (both inclusive)	Lots 4801 to 4838 (both inclusive)
Lots 4901 to 4927 (both inclusive)	Lots 4901 to 4927 (both inclusive)
Lots 5001 to 5021 (both inclusive)	Lots 5001 to 5021 (both inclusive)
Lots 5101 to 5128 (both inclusive)	Lots 5101 to 5128 (both inclusive)
Lots 5201 to 5231 (both inclusive)	Lots 5201 to 5231 (both inclusive)
Lots 5301 to 5335 (both inclusive)	Lots 5301 to 5335 (both inclusive)
Lots 5401 to 5438 (both inclusive)	Lots 5401 to 5438 (both inclusive)
Lots 5501 to 5535 (both inclusive)	Lots 5501 to 5535 (both inclusive)
Lots 5601 to 5640 (both inclusive)	Lots 5601 to 5640 (both inclusive)
Lots 6001 - 6017 (both inclusive)	Lots 6001 - 6017 (both inclusive)
Lots 6101 - 6129 (both inclusive)	Lots 6101 - 6129 (both inclusive)
Lots 6301 - 6317 (both inclusive)	Lots 6301 - 6317 (both inclusive)
Lots 6401 - 6451 (both inclusive)	Lots 6401 - 6451 (both inclusive)
Lots 6501 to 6519 (both inclusive)	Lots 6501 to 6519 (both inclusive)
Lots 6601 to 6623 (both inclusive)	Lots 6601 to 6623 (both inclusive)
Lots 6701 to 6727 (both inclusive)	Lots 6701 to 6727 (both inclusive)
Lots 8101 - 8149 (both inclusive)	Lots 8101 - 8149 (both inclusive)
Lots 9701 - 9711 (both inclusive)	Lots 9701 - 9711 (both inclusive)

The registered proprietor or proprietors from the time being of any burdened lot on this Plan to which any of the following restrictions apply shall not further subdivide a lot:

1. if that lot has an area of less than 500 square metres; or
2. if that subdivision would create a lot which has an area of less than 500 square metres

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

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DATE:	01/10/24	REFERENCE:	AA0015	ORIGINAL SHEET SIZE: A3
DRAWING:	CM0052AA	DRAWN BY:	BA	SHEET 104

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

A FOLIO HAS BEEN CREATED FOR THE COMMON PROPERTY ON THIS PLAN BEING VOL 11161 FOL 382

MASTER PLAN (STAGE 1) REGISTERED DATE 1/10/09 TIME 3.12

PLAN NUMBER

PS617320S

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
S2	LOTS 48 TO 99 ROAD R2 RESERVE N0 11 TO NO 17	STAGE PLAN	PS617320S/S2	29/9/10	2	M.H.
S4	LOTS 100-138 LOT S5 & LOT A ROAD R3 RESERVE NO 18 - 22	STAGE PLAN	PS617320S/S3	06/12/10	3	MS77
S5	LOTS 139-173 LOT S6 ROAD R4 RESERVE NO 23-27	STAGE PLAN	PS617320S/S4	21/04/11	4	MS77
S6	LOTS 174-206, LOT S7, ROAD R5, RESERVE 28-30	STAGE PLAN	PS617320S/S5	2/6/11	5	BT
		RECTIFICATION MCP No. CHANGED	AJ013414A	17/6/11	6	DT1
S7	LOTS 207-244, LOT S8, ROAD R6, RESERVE 31-32	STAGE PLAN	PS617320S/S6	16/8/11	7	DT1
S-8	ROAD R-7, LOTS S-9 & 245-278	STAGE PLAN	PS617320S/S7	5/9/11	8	PTM
S-9	ROAD R-8, RESERVE No.33 & LOTS 279 - 300	STAGE PLAN	PS617320S/S8	6/12/11	9	MS77
LOT S10	LOTS 1401 TO 1444, S11, RES 34, RES 35, ROAD R14	STAGE PLAN	PS617320S/S14	20/1/12	10	NJR
LOT S11	LOTS 1701 - 1746, S13 RESERVE 36 AND ROAD R17	STAGE PLAN	PS617320S/S17	17/2/12	11	H.Y.
LOT S13	LOTS 1501 - 1544 (B.I.), LOT S16, ROAD R15 & RESERVE NO. 37	STAGE PLAN	PS617320S/S15	04/05/12	12	D.R.
		RECTIFICATION PLAN AMEND MCP No. CHANGED	AJ724404N	14/06/12	13	M.M.C.
LOT S16	LOT S20 AND ADDITIONAL COMMON PROPERTY NO.1	STAGE PLAN	PS617320S/S98	11/01/13	14	ARC
S20	LOTS 902-916, 918-928, S14, S17, ROAD R9, RESERVE 38 & 39	STAGE PLAN	PS617320S/S9	11/06/14	15	C.G.
LOT 38		VARIATION OF RESTRICTION	AL432036B	5/11/14	16	RJS
LOT S17	LOTS 1601 - 1634, S18, ROAD R16, RESERVE 40 & 41	STAGE PLAN	PS617320S/S16	5/11/14	17	H.Y.
LOT S14	LOTS 8101-8149 B.I. & ROAD R81	STAGE PLAN	PS617320S/S81	06/08/15	18	MC36

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

A FOLIO HAS BEEN CREATED FOR THE COMMON PROPERTY ON THIS PLAN BEING VOL 11161 FOL 382

MASTER PLAN (STAGE 1) REGISTERED DATE 01/10/2009 TIME 3:12 pm

PLAN NUMBER

PS617320S

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S18	LOTS 2001-2040, ROAD R20, RESERVE NO. 42	STAGE PLAN	PS617320S/S20	10/08/15	19	MC36
LOT S97	LOTS 9701-9711,S21, R97.RES43	STAGE PLAN	PS617320S/S97	19/10/15	20	H.L.
LAND IN S97	--	PLAN AMENDED (TO INCLUDE LOTS CREATED IN S97)	AM275635R	23/10/15	21	H.L.
LOT 8124-8131	E-83	CREATION OF EASEMENT	AM313410K	17/12/15	22	J.K
LOT S21	LOTS 1801 - 1817, S22, S3 ROAD R18 & CM1	STAGE PLAN	PS617320S/S18	22/01/16	23	RMcB
LOT S3		STAGE PLAN - ENTITLEMENT / LIABILITY ALTERED	PS617320S/S18	22/01/16	23	RMcB
LOTS 8130 & 8131	-	RECTIFICATION (PLAN AMENDED)	AM524675T	02/02/16	24	JK
LOT S22	LOTS 2101 - 2150, LOT S98, ROAD R21 AND ADDITIONAL COMMON PROPERTY NO. 1	STAGE PLAN	PS617320S/S21	15/09/16	25	D.R.
LOT S98	LOTS 1901 - 1910 LOT S23 and ROAD R19	STAGE PLAN	PS617320S/S19	7/12/2016	26	A.R.T.
LOT S23	LOTS 2701 TO 2738(BI) ROAD R27 RES NO.46	STAGE PLAN	PS617320S/S27	21/04/17	27	R.J.M
LOT S24	LOTS S25, 2801-2833 AND ROAD R28	STAGE PLAN	PS617320S/S28	03/05/17	28	RGM
LOT S25	LOTS 3001-3033, S26 AND ROAD R30	STAGE PLAN	PS617320S/S30	29/06/17	29	RGM
LOT S26	LOTS 2901-2928 (B.I.) S28,S34,S36,S37 & ROAD R29	STAGE PLAN	PS617320S/S29	28/07/17	30	H.L.
LOT S37	Lots 6001 - 6017 & Road R60	STAGE PLAN	PS617320S/S60	17/10/17	31	A.R.T.
LOT S36	LOTS 3101-3143, ROAD R31 AND RESERVES 47-48	STAGE PLAN	PS617320S/S31	08/01/18	31	RGM
LOT S28	LOTS 3201-3236, S31, ROAD R32 & RESERVES 50 & 51	STAGE PLAN	PS617320S/S32	15/01/18	33	LJW
LOT S31	LOTS 6301-6317, S32 AND ROAD R63	STAGE PLAN	PS617320S/S63	09/03/18	34	RGM

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

A FOLIO HAS BEEN CREATED FOR THE COMMON PROPERTY ON THIS PLAN BEING VOL 11161 FOL 382

MASTER PLAN (STAGE 1) REGISTERED DATE 01/10/2009 TIME 3:12 pm

PLAN NUMBER

PS617320S

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
S32	LOTS 3301 - 33321, S33, ROAD R33 & RES. NO. 52	STAGE PLAN	PS617320S/S33	09/05/18	35	D.P.
LOT S33	LOTS 3401-3434, S38. S39, RES. NO. 53 & ROAD R34	STAGE PLAN	PS617320S/S34	10/05/18	36	D.P.
LOT S39	LOTS 3501-3531, S40. ROAD R35 AND RESERVES 54-55	STAGE PLAN	PS617320S/S35	04/06/18	37	RGM
LOT S40	LOTS 3701 TO 3744, S41 ROAD R37 & RESERVES NO 56 TO 58	STAGE PLAN	PS617320S/S37	18/06/18	38	IRM
LOT S41	LOTS 3601 TO 3631, S442 ROAD R36 & RESRVE NO 59	STAGE PLAN	PS617320S/S36	18/06/18	38	IRM
WHOLE		RECTIFICATION	AR190083J	29/06/18	39	IRM
LOT S42	LOTS 3801 TO 3856, ROAD R38, RESERVE NO'S 60, 66 & 67, & LOT S43	STAGE PLAN	PS617320S/S38	11/10/18	40	LC
LOT S43	LOTS 3901 TO 3938, ROAD R39 & LOT S44	STAGE PLAN	PS617320S/S39	04/12/18	41	LC
Lot S44	Lots 4001 to 4036, Lot S47, Road R40 & Reserve 64	Stage Plan	PS617320S/S40	08/02/19	42	JBHB
Lot S47	Lots 6101 to 6129, Lot S46, Road R61, & Res. No. 61 & 65	Stage Plan	PS617320S/S61	08/02/19	42	JBHB
LOT S46	Lots 2301 to 2372, S49, S51 Road R23, & Res. 68, 69, 72 & 73	STAGE PLAN	PS617320S/S23	1/07/19	43	RH
LOT S49	Lots 1201 to 1236, & Road R12	STAGE PLAN	PS617320S/S12	1/07/19	43	RH
LOT 1201-1236		VARIATION OF RESTRICTION	AS526985P	18/09/19	44	C.T
LOT S51	LOTS 4101-4138 (B.I.) S48 & R41	STAGE PLAN	PS617320S/S41	14/01/21	45	H.L.
LOT S48, COMMON PROPERTY NO.1	COMMON PROPERTY NO.1	STAGE PLAN	PS617320S/S95	16/02/21	46	S.A
LOT S38	LOTS 6501 - 6519 & R65	STAGE PLAN	PS617320S/S65	15/06/21	47	H.T
THIS PLAN		RECTIFICATION	AU719854N	20/08/21	48	R.J.M

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

A FOLIO HAS BEEN CREATED FOR THE COMMON PROPERTY ON THIS PLAN BEING VOL.11161 FOL.382

MASTER PLAN (STAGE 1) REGISTERED DATE 1/10/2009 TIME 3:12PM

PLAN NUMBER

PS617320S

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
S95	LOTS 4201-4237, S52, RD R42 &RES75	STAGE PLAN	PS617320S/S42	24/11/21	49	R.D.
LOT S52	LOTS 4301-4352, S53, ROAD R43 & RES 70 & 74	STAGE PLAN	PS617320S/S43	10/06/22	50	LJW
LOT S53	LOTS 4401-4422, S50, ROAD R44 & RES 71	STAGE PLAN	PS617320S/S44	14/06/22	51	LJW
LOT S50	LOTS 4601-4621, 4623-4646, S57 & ROAD R46	STAGE PLAN	PS617320S/S46	05/10/22	52	YL
LOT S57	LOTS 4501-4518, S55 & ROAD R45	STAGE PLAN	PS617320S/S45	05/10/22	52	YL
LOT S55	LOTS C, S56	STAGE PLAN	PS617320S/S94	05/10/22	52	YL
LOT S56	LOTS 4801-4838, S59, ROAD R48, RES 76 & 77	STAGE PLAN	PS617320S/S48	05/10/22	52	YL
LOT S59	LOTS 6401-6451, S58 & ROAD R64	STAGE PLAN	PS617320S/S64	06/01/23	53	AR
LOT S58	LOTS 6601-6623, R66 & LOT S62	STAGE PLAN	PS617320S/S66	16/01/23	54	AA
LOT S62	LOTS 6701-6727, R67, RESERVE NO. 80 & LOT S61	STAGE PLAN	PS617320S/S67	16/01/23	54	AA
RESERVE NO. 58	E-85	CREATION OF EASEMENT	AW294287T	22/11/22	55	REN
LOT S61	LOTS 5101 - 5128, ROAD R51, LOT S63 & ADDITIONAL CP1	STAGE PLAN	PS617320S/S51	19/04/23	56	AA
LOT S63	LOTS 4901 - 4927, ROAD R49, RESERVE NO.79, LOT S64 & ADDITIONAL CP1	STAGE PLAN	PS617320S/S49	20/04/23	57	AA
LOT S64	LOT 5001 to 5021, LOT S66, RESERVE No.81 & ROAD R50	STAGE PLAN	PS617320S/S50	2/05/23	58	SN
LOT S66	LOTS S65, 4701-4731 & ROAD R47	STAGE PLAN	PS617320S/S47	07/06/23	59	KN
RESERVE NO. 58	E-85	CREATION OF EASEMENT	AW294287T	22/11/22	60	GG
RESERVE NO. 58		RECTIFICATION (EASEMENT AMENDED E-85)	AX039401S	23/07/23	60	GG

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

A FOLIO HAS BEEN CREATED FOR COMMON PROPERTY No. 1
ON THIS PLAN BEING VOL 11161 FOL 382

PLAN NUMBER

PS617320S

MASTER PLAN (STAGE 1) REGISTERED DATE: 1/10/2009 TIME: 3:12pm

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S65	LOTS 5501 to 5535 & LOT S67, RESERVE No. 82 & 83, ROAD R55 & ADDITIONAL CP1	STAGE PLAN	PS617320S/S55	29/08/23	61	SN
LOT S67	LOTS 5401 to 5438, LOT S69, ROAD R54 & ADDITIONAL COMMON PROPERTY No. 1	STAGE PLAN	PS617320S/S54	11/10/23	62	SN
LOT S69	LOTS 5601 to 5640 & LOT S68, RESERVE No. 84 & 85 & ROAD R56	STAGE PLAN	PS617320S/S56	20/02/24	63	SN
LOT S68	LOTS 5301 to 5335, LOT S70 & ROAD R53	STAGE PLAN	PS617320S/S53	18/09/24	64	SN
LOT 5326	-	RECTIFICATON (PLAN AMEND)	AY417730G	19/09/24	65	SN
LOT S70	LOTS 5201 to 5231, LOT S71 & ROAD R52	STAGE PLAN	PS617320S/S52	18/02/25	66	SN

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Plan of Subdivision or Consolidation

PS617320S/S8
21/11/2011 $3,714.40 PS

Section 22 Subdivision Act 1988

Name: Fastrack
Phone: .....
Address: .....
.....
Reference: .....
Customer Code: 13932

The applicant applies for registration of the plan described.

Land: *(Volume and Folio)*

Volume 11300 Folio 342

Applicant: *(full name and address including postcode)*

Beveridge Land Pty Ltd ACN 115 838 661 of 501 Blackburn Road, Mount Waverley, VIC 3149

Plan No.: 617320S SPEAR No.: S007757P *(if applicable)* Stage No.: 8 *(if applicable)*

Municipal district in which land is located:

Mitchell Shire Council of 113 High Street, Broadford, VIC 3658

Date: 18-11-11

Signature :

.....

Tamaryn Poliness
Licensed Conveyancer
Fastrack Conveyancing
497 Blackburn Road, Mount Waverley

Form 10

Order to Register

Please register and issue Certificate of Title to

Page 1 of 2

Signed Customer Code:

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

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Application to record an instrument

Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020

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Lodged by

Name: WARRICK McGRATH

Address: 8 NICHOLSON ST, EAST MELBOURNE 3002

Reference:

Customer code: 237650J

AT390565G

The Secretary of the Department of Environment, Land, Water and Planning applies for the recording of a notification in the Register that an environmental mitigation levy may be payable.

Land: (volume and folio)

SEE ATTACHMENT

Applicant: (full name and address, including postcode)

JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING
8 NICHOLSON ST, EAST MELBOURNE 3002

Signing:

Executed on behalf of JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING

Signer Name WARRICK MCGRATH, DIRECTOR, REGULATORY STRATEGY AND DESIGN, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING PURSUANT TO INSTRUMENT OF DELEGATION DATED 15 JULY 2020

Signature

Execution Date 1/ JULY/2020

Full Name of Witness

ANGUS WILLIAMSON

Witness Signature

35271702A

MSA1

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Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

AT390565G

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
8624/292	10344/122	11060/113	11222/382	11336/041	11604/845	11819/026
8634/457	10346/494	11062/866	11228/587	11349/376	11604/891	11819/135
8650/363	10353/793	11062/878	11228/605	11349/378	11606/163	11819/160
8679/386	10358/038	11062/880	11228/609	11349/387	11607/679	11819/175
8685/160	10359/344	11072/352	11228/617	11349/397	11608/498	11819/181
8697/540	10363/837	11072/361	11228/622	11349/413	11608/499	11819/191
8705/255	10363/841	11072/365	11228/934	11354/718	11608/509	11819/207
8705/256	10368/101	11072/367	11228/944	11359/314	11608/540	11820/015
8715/571	10376/516	11072/368	11228/950	11359/315	11608/604	11820/020
8723/141	10387/972	11075/451	11228/963	11359/319	11608/606	11820/023
8739/594	10396/229	11075/457	11228/972	11359/324	11608/607	11820/031
8742/598	10451/801	11075/949	11232/101	11360/780	11608/610	11820/051
8757/995	10504/142	11075/961	11232/786	11360/783	11620/148	11820/138
8772/818	10548/571	11075/965	11232/854	11369/355	11620/152	11820/171
8777/777	10562/159	11075/968	11237/879	11369/362	11620/156	11820/178
8785/016	10588/637	11075/980	11237/880	11369/828	11620/161	11820/179
8790/778	10620/794	11076/427	11238/545	11370/592	11628/070	11820/186
8800/305	10646/615	11076/430	11238/548	11376/323	11628/071	11824/227
8806/645	10651/999	11080/737	11238/549	11376/528	11628/072	11824/240
8816/670	10652/001	11080/747	11239/326	11384/165	11628/076	11824/241
8842/128	10656/865	11084/032	11239/329	11391/248	11628/103	11824/246
8847/812	10662/498	11084/038	11239/337	11393/218	11628/121	11824/263
8861/692	10662/609	11085/140	11239/350	11394/372	11628/779	11826/142
8861/858	10680/402	11085/145	11239/351	11405/873	11629/099	11826/170
8889/737	10688/269	11085/150	11240/412	11410/226	11629/103	11826/171
8898/567	10706/745	11085/153	11240/422	11414/302	11629/109	11826/174
8900/265	10706/750	11085/156	11240/429	11425/909	11632/113	11826/202
8900/280	10773/949	11085/160	11240/435	11425/911	11632/115	11826/211
8900/303	10776/057	11087/928	11240/973	11425/912	11632/118	11826/224
8900/316	10783/425	11090/139	11240/974	11425/917	11632/140	11826/228
8939/365	10786/540	11100/890	11240/977	11425/923	11632/158	11826/232
8959/895	10786/675	11100/893	11240/983	11425/925	11632/168	11827/935
8979/932	10797/262	11101/430	11242/642	11437/730	11632/349	11827/945
9001/449	10811/663	11101/435	11242/654	11446/634	11632/350	11827/955
9001/459	10811/664	11101/451	11242/670	11446/641	11632/372	11827/966
9005/336	10811/669	11101/456	11243/798	11447/305	11636/469	11827/970
9013/385	10811/683	11111/944	11243/821	11475/019	11636/470	11827/984
9028/859	10811/691	11114/387	11243/825	11475/020	11637/672	11827/986
9050/022	10811/725	11114/390	11249/618	11485/799	11637/675	11827/990
9052/576	10811/746	11119/310	11249/624	11488/467	11637/681	11827/996
9070/223	10811/752	11119/316	11249/629	11488/470	11637/710	11829/680
9070/225	10811/756	11119/317	11249/632	11488/474	11637/720	11829/690
9070/705	10846/900	11119/325	11249/651	11488/481	11641/250	11829/697
9070/707	10847/300	11119/334	11249/665	11488/486	11641/252	11837/405
9070/714	10847/636	11121/428	11250/669	11488/488	11641/256	11837/415

AT390565G

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
9077/027	10847/638	11121/433	11250/670	11488/667	11641/259	11837/424
9099/906	10847/639	11121/434	11250/673	11488/684	11641/260	11837/434
9109/392	10847/642	11121/452	11250/675	11491/985	11641/391	11837/444
9109/408	10850/138	11121/457	11250/677	11493/207	11641/392	11837/448
9112/499	10852/868	11125/316	11258/923	11493/220	11641/401	11837/453
9117/269	10852/894	11131/091	11258/937	11493/280	11641/407	11840/504
9121/429	10852/910	11131/092	11258/952	11499/098	11643/304	11840/527
9127/837	10853/768	11131/565	11263/346	11499/102	11643/333	11840/528
9127/838	10867/022	11131/566	11263/356	11499/107	11643/447	11840/697
9162/222	10870/979	11132/693	11263/358	11499/228	11643/460	11842/534
9164/301	10871/219	11132/694	11263/362	11499/236	11643/466	11842/553
9183/751	10871/225	11132/701	11263/777	11499/881	11643/477	11847/690
9216/986	10871/235	11132/705	11268/793	11499/892	11643/482	11847/715
9271/196	10876/058	11132/707	11268/800	11499/895	11643/497	11848/029
9271/502	10883/983	11133/054	11268/803	11500/643	11643/786	11848/035
9304/798	10883/990	11133/055	11268/817	11507/660	11643/796	11848/397
9320/624	10884/035	11133/058	11268/819	11511/182	11643/797	11848/693
9330/233	10893/029	11133/068	11268/841	11511/187	11646/577	11848/711
9366/602	10907/422	11133/072	11270/296	11511/188	11649/725	11849/608
9375/947	10907/428	11134/439	11270/301	11511/189	11649/736	11849/619
9386/731	10907/432	11134/445	11270/305	11519/952	11649/741	11849/633
9427/546	10928/150	11134/452	11270/306	11519/958	11649/747	11849/635
9427/552	10928/152	11134/453	11270/309	11519/965	11649/749	11849/637
9433/761	10928/156	11134/469	11270/311	11519/978	11649/757	11852/552
9443/125	10928/168	11134/515	11271/075	11520/362	11650/524	11852/556
9457/640	10928/172	11134/518	11271/087	11520/428	11650/525	11852/568
9464/479	10928/425	11134/519	11274/511	11521/925	11650/544	11852/571
9471/818	10928/437	11134/529	11274/514	11530/099	11650/551	11852/589
9472/269	10931/295	11134/532	11274/528	11530/111	11650/554	11853/217
9478/666	10931/299	11138/576	11274/533	11530/125	11653/720	11853/221
9498/310	10931/317	11138/587	11274/738	11530/131	11653/737	11853/499
9500/952	10931/333	11138/588	11274/746	11530/132	11654/301	11853/503
9504/190	10947/749	11140/914	11274/751	11530/919	11654/307	11853/507
9529/791	10947/756	11151/570	11275/134	11530/922	11654/309	11853/526
9530/553	10947/761	11151/573	11275/145	11535/133	11654/310	11853/527
9547/030	10947/762	11151/583	11275/151	11535/149	11654/314	11853/531
9562/576	10947/787	11151/585	11275/152	11535/155	11654/318	11853/561
9567/620	10947/791	11152/285	11275/155	11535/162	11654/325	11853/594
9567/622	10947/793	11156/966	11277/718	11535/561	11654/327	11853/605
9649/082	10947/797	11156/982	11277/721	11535/572	11654/334	11853/617
9673/428	10947/803	11156/986	11277/725	11535/578	11654/335	11853/692
9679/033	10947/811	11156/987	11282/922	11545/387	11654/344	11853/702
9691/598	10952/241	11156/990	11283/027	11545/396	11654/365	11853/709
9696/624	10952/246	11156/993	11284/848	11545/400	11654/376	11853/714
9702/195	10952/249	11156/999	11289/997	11546/466	11654/385	11853/719

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Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
9702/390	10961/141	11157/738	11290/016	11546/470	11654/386	11853/736
9728/541	10961/143	11160/410	11290/018	11546/472	11654/389	11853/740
9728/548	10961/144	11160/425	11290/025	11546/490	11655/214	11853/741
9739/046	10964/021	11161/353	11290/032	11546/501	11655/222	11853/744
9749/369	10964/029	11161/354	11300/101	11546/558	11655/238	11853/796
9763/168	10964/042	11161/380	11300/183	11546/576	11655/245	11853/808
9765/603	10972/794	11161/388	11300/344	11546/579	11656/684	11853/813
9766/531	10977/814	11165/274	11300/370	11546/596	11659/545	11853/820
9769/001	10977/817	11166/714	11301/604	11546/605	11659/548	11854/926
9769/312	10981/954	11166/716	11301/614	11546/606	11659/549	11854/929
9769/551	10988/024	11166/718	11301/617	11546/617	11659/550	11854/962
9789/006	10988/038	11166/729	11301/622	11546/618	11659/557	11855/783
9823/385	10994/248	11166/740	11301/625	11546/624	11659/570	11855/800
9835/119	10994/253	11171/929	11301/626	11546/650	11660/759	11855/804
9850/172	10994/257	11171/930	11301/627	11551/253	11660/775	11855/806
9850/173	10994/259	11171/934	11301/631	11560/386	11660/779	11855/822
9860/137	10994/268	11171/954	11309/122	11561/162	11660/782	11855/823
9874/890	11002/504	11171/955	11309/127	11561/164	11660/787	11856/593
9923/711	11002/509	11171/956	11309/132	11561/786	11660/802	11856/595
9938/651	11003/454	11171/957	11311/484	11571/926	11679/699	11856/743
9947/618	11003/462	11171/958	11313/895	11572/412	11679/707	11856/759
9947/689	11003/464	11171/959	11314/175	11572/419	11679/711	11856/764
9951/963	11016/464	11180/523	11314/181	11572/732	11679/716	11856/781
9957/019	11016/493	11180/524	11314/191	11572/733	11679/720	11856/852
9957/053	11016/502	11180/532	11314/194	11572/737	11680/506	11856/866
9957/071	11016/512	11182/695	11315/184	11572/740	11688/544	11856/870
9957/073	11016/520	11188/811	11318/971	11572/749	11688/553	11856/879
9968/697	11016/855	11188/812	11318/986	11572/763	11688/554	11856/887
9972/237	11016/952	11188/824	11318/988	11572/764	11688/555	11856/890
9991/019	11018/817	11188/827	11321/073	11577/333	11688/676	11856/895
9994/838	11018/825	11188/839	11321/078	11578/515	11688/688	11856/902
9994/840	11018/836	11188/846	11322/311	11578/540	11688/696	11856/912
9994/841	11018/840	11189/586	11322/312	11578/805	11690/418	11856/933
10000/891	11018/854	11189/587	11328/139	11578/814	11690/422	11856/936
10016/031	11018/856	11189/593	11328/170	11582/932	11690/423	11857/097
10041/371	11018/861	11194/938	11330/671	11583/309	11690/451	11857/595
10056/955	11018/866	11194/945	11330/682	11584/598	11690/508	11857/836
10067/101	11018/867	11194/948	11331/052	11588/381	11690/544	11857/838
10079/554	11024/484	11196/085	11331/060	11588/416	11690/734	11857/849
10088/377	11029/155	11197/661	11331/061	11589/285	11690/741	11857/850
10112/674	11029/156	11198/847	11333/900	11589/288	11690/754	11857/865
10131/615	11029/163	11198/865	11333/902	11589/289	11690/767	11857/868
10138/651	11041/326	11200/856	11333/912	11589/290	11690/770	11857/877
10153/601	11047/281	11200/862	11333/926	11589/292	11690/784	11857/878
10164/159	11047/319	11200/863	11335/775	11589/297	11811/362	11857/885

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Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
10179/789	11047/322	11200/865	11335/793	11589/313	11811/363	11857/892
10262/462	11047/327	11206/695	11335/799	11589/320	11813/428	11857/914
10267/656	11050/096	11206/696	11335/812	11595/850	11813/429	11857/915
10268/651	11054/770	11206/703	11336/005	11595/877	11813/439	11857/916
10276/849	11054/778	11211/102	11336/007	11604/812	11813/442	11857/918
10308/124	11059/354	11211/123	11336/032	11604/817	11813/445	11857/928
10313/734	11060/086	11216/109	11336/036	11604/823	11814/834	11860/182
10333/060	11060/089	11216/123	11336/037	11604/824	11815/693	

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Application by Responsible Authority for the making of a Recording of an Agreement

OFFICE OF TITLES L.M. VICTORIA

AG754783H 113 998
15/09/2009 $102.90 173

The informa... under statut... purpose of maintaining publicly search... registers and indexes in the Victorian Land Registry.

Planning and Environment Act 1987

Lodged by:
Name: TISHER LINER & CO.
Phone: 9602 4055
Address: 317-319 LaTrobe Street Melbourne
Ref: STWL 09/0908.
Customer Code: 1662T

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 name and address)*

Certificate of Title Volume 11121 Folio 143

Authority: *(insert name and address)*

Mitchell Shire Council of 113 High Street, Broadford Vic

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

Signature of Authority:

Name of Officer *(full name)*: PETER HALTON
A/CEO

Date:

14th September 2009

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CLAYTON UTZ

Section 173 Agreement
(Developer Obligations)

Beveridge Land Pty Ltd
ACN 115 838 661

Mitchell Shire Council

Subject Land: Mandalay Development, Beveridge

The Clayton Utz contact for this document is
Alison Kennedy on +61 3 9286 6000

Clayton Utz
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T +61 3 9286 6000 F +61 3 9629 8488

www.claytonutz.com

Our reference 14709/14193/80051208

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This Agreement is made on 14th September **2009**

Parties

Beveridge Land Pty Ltd ACN 115 838 661 of 501 Blackburn Road, Mount Waverley ("**Owner**")

Mitchell Shire Council of 113 High Street, Broadford ("**Council**")

Background

A. The Owner is registered as proprietor of the Land.

B. Council is the responsible authority under the Act for the administration and enforcement of the Scheme which applies to the Land.

C. The Owner intends to develop the Land in accordance with the Scheme and the conditions contained in the Planning Permit.

D. The Land is within the Comprehensive Development Zone (Schedule 2) of the Scheme which, among other things, requires the use and development of the Land to be generally in accordance with the Beveridge Comprehensive Development Plan and the Masterplan.

E. Condition 9 of the Planning Permit requires the Owner to enter into an agreement under Section 173 of the Act, amongst other things to:

(a) provide for the determination and construction of the Services and Facilities;

(b) require certain Services and Facilities to vest in Council, where required and agreed by the Council and the Owner;

(c) require the registration of a covenant or easement on the title of any Private Land containing Drainage Infrastructure so as to protect the function of that land for drainage purposes;

(d) create an Owners Corporation, and require the Owners Corporation to maintain Public Land beyond the extent of the Standard Service Levels agreed between Council and the Owner; and

(e) provide for the construction of a 2 metre wide shared path along Lithgow Street.

F. The Council and the Owner have agreed to enter into this Agreement to implement those conditions and requirements under Condition 9 of the Planning Permit referred to in Recital E.

G. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

Operative provisions

1. Definitions and Interpretations

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

"**Act**" means the Planning and Environment Act 1987.

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"Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

"Approvals" means all permits, consents, authorisations and approvals from any Authority that may be required to develop the Land.

"Authority" includes any government, local government, statutory, public or other person, authority, instrumentality or body having jurisdiction over the Land or any part of it or anything in relation to it, and includes the Council.

"Beveridge Comprehensive Development Plan" means the Beveridge Comprehensive Development Plan identified in Schedule to the Comprehensive Development Zone in the Scheme.

"Business Day" means any day other than a Saturday, Sunday or bank or public holiday in Melbourne.

"Commencement Date" means the date on which this Agreement is executed by the Owner and Council.

"Community Facilities" means the Multi-Purpose Community Hall, Infant Welfare Centre and Pre-school.

"Consumer Price Index" means the consumer price index published by the Australian Government Statistician under the heading All Groups, Melbourne.

"Design/Functional Brief" means:

(a) any Design/Functional Brief agreed by Council and the Owner prior to entry into this Agreement in relation to some or all of the Community Facilities attached as Annexure 3; and

(b) any drawings approved by Council in relation to the Community Facilities,

as they may be amended from time to time, copies of which are available for inspection by prior appointment at the offices of Council.

"Dispute Notice" means a notice given by a party under clause 8.1 which must:

(a) be in writing, be in English and be dated;

(b) state that it is a Dispute Notice served under clause 8.1 of this Agreement;

(c) give a detailed description of the matter in dispute.

"Drainage Infrastructure" means any pipes, drains and ancillary equipment necessary for the provision of drainage to Lots.

"Golf Course" means that part of the Land upon which a golf course is or is to be constructed by or on behalf of the Owner.

"Infant Welfare Centre" means the infant welfare centre to be constructed on the Land in accordance with the provisions of the Design/Functional Brief.

"Land" means the land described in certificate of title volume 11121 folio 143.

"Lot" means any lot shown on a plan of subdivision of the Land or any part of the Land or any lot derived from a lot on a plan of subdivision of the Land or any part of the Land.

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"Masterplan" means the Mandalay Residential and Golf Course Masterplan as endorsed by Council from time to time.

"Multi-Purpose Community Hall " means the multi-purpose community hall to be constructed on the Land in accordance with the provisions of the Design/Functional Brief.

"Owner" means Beveridge Land Pty Ltd and the person or persons from time to time registered or entitled to be registered as the proprietor of an estate in fee simple in the Land or any part of it and includes an Owners Corporation.

"Owners Corporation" has the meaning given to it in the *Owners Corporation Act 2006 (Vic)*.

"Planning Permit" means Planning Permit No. PL6070/06 issued by Council on 25 May 2007, as that permit is amended from time to time.

"Pre-school" means the pre-school to be constructed on the Land in accordance with the provisions of the Design/Functional Brief, which pre-school shall include provision for child care facilities.

"Private Land" means any part of the Land that is not owned or vested in Council or any other government or statutory authority.

"Public Land" means any part of the Land that is owned or vested in Council.

"Scheme" means the Mitchell Planning Scheme.

"Services and Facilities" means the services and facilities identified in Schedule 2 to the Comprehensive Development Zone in the Scheme.

"Stage 1 Plan" means stage 1 of Plan of Subdivision PS617320S.

"Standard Service Levels" means the standard service levels for maintenance of Public Land attached as Annexure 2.

"Termination Date " means the date upon which this Agreement ends in whole or in part in accordance with Section 177 of the Act, namely on the date on which Council issues a statement of compliance for the last residential Lot in accordance with the Beveridge Comprehensive Development Plan.

"Vested Land" means those parts of the Land on which the Community Facilities are to be constructed and which are to vest in Council as reserves upon registration of the Stage 1 Plan at no cost to Council.

1.2 Interpretation

In this Agreement, unless expressed or implied to the contrary:

(a) undefined terms or words have the meanings given to them in the Act or the Scheme;

(b) the singular includes the plural and vice versa;

(c) a gender includes the other gender;

(d) a reference to a person includes a reference to a firm, corporation or other corporate body;

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(e) if a party consists of more than one person this Agreement binds them jointly and each of them severally;

(f) a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;

(g) a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;

(h) where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;

(i) all headings are for ease of reference only and do not affect the interpretation of this Agreement;

(j) the recitals to this Agreement form part of this Agreement;

(k) no word, words or provision shall operate to limit or in any way prejudice the effect of any other word, words or provision unless it is expressly provided otherwise;

(l) a reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form;

(m) if the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises shall for the purposes of this Deed be the next Business Day;

(n) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(o) a reference to an agreement or a document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time except to the extent prohibited by this Agreement;

(p) a reference to any thing includes the whole and each part of it;

(q) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;

(r) a reference to "$" or "dollar" is to Australian currency;

(s) where a party covenants, promises, undertakes or agrees to:

(i) perform; or

(ii) refrain from doing or carrying out,

some act or thing that party must:

(iii) procure that their respective contractors, employees and agents perform such act or thing; or

(iv) refrain from so doing or carrying out such act or thing;

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(t) a provision must not be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision;

(u) if a reference is made to any person, body or Authority and that person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the person, body or Authority that then serves substantially the same objects as the person, body or Authority that has ceased to exist; and

(v) a reference to the President of a person, body or Authority shall, in the absence of a President, be read as a reference to the senior officer for the time being of the person, body or Authority or such other person fulfilling the duties of President.

2. Agreement under section 173 of the Act

The Council and the Owner agree that this Agreement is made pursuant to Section 173 of the Act.

3. Commencing and effect of agreement

3.1 Commencing and termination of agreement

This Agreement commences on the Commencement Date and ends on the Termination Date.

3.2 Covenants

The Owner's obligations under this Agreement will take effect as separate and several covenants which will be annexed to and run at law and equity with the Land.

4. Obligations of the Owner and Council

4.1 Community Facilities

(a) The Owner must prepare and lodge for certification by Council a Stage 1 Plan which shows the Vested Land.

(b) On and from the date of registration of the Stage 1 Plan, Council must grant to the Owner:

(i) a lease over that part of the Vested Land on which the Infant Welfare Centre and Pre-school are to be located to enable the Owner to comply with its obligations under clause 4.1(c); and

(ii) a lease over that part of the Vested Land on which the Multi-Purpose Community Hall is to be located to enable the Owner to:

A. comply with its obligations under clause 4.1(c); and

B. use the Multi-Purpose Community Hall as a sales centre until the earliest to occur of:

1) the date which is 18 months after registration of any plan of subdivision creating the 600th Lot on the Land; and

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2) the date which is 18 months after written notice is given by the Owner to Council of its intention to surrender the lease.

The rents payable by the Owner to Council in relation to the leases granted under this clause 4.1(b) will be $1.00 per annum (if demanded).

(c) Subject to Council complying with its obligations under clause 4.1(b), the Owner at its own cost will:

(i) obtain all Approvals for construction of; and

(ii) construct, or cause to be constructed,

the Community Facilities in accordance with the specifications contained in the Design/Functional Brief.

(d) Upon receiving at least 24 hours prior written notice from Council or a representative of Council (as applicable), the Owner must allow Council (or its representative) to inspect the progress of construction of the Community Facilities to ensure that they are being constructed in accordance with the specifications contained in the Design/Functional Brief. In exercising its rights under this clause 4.1(d), Council must not delay construction of the Community Facilities.

(e) The Owner and Council agree to use their best endeavours to reach agreement on major milestone events which will trigger inspections referred to in clause 4.1(d) as soon as practicable after the date of this Agreement.

(f) On and from the date on which each of the Community Facilities (as applicable) are completed in accordance with the specifications contained in the Design/Functional Brief, Council must:

(i) ensure that the Infant Welfare Centre and Pre-school are:

A. open;

B. adequately staffed; and

C. available for use by owners and occupiers of Lots and land within the municipal boundaries of the Council,

for sufficient time to accommodate demand;

(ii) subject to any rights that the Owner (or any entity nominated by the Owner and associated with development of the Land) has as tenant of the Multi-Purpose Community Hall, make the Multi-Purpose Community Hall accessible for use by owners and occupiers of Lots and land within the municipal boundaries of the Council at Council's standard fees and charges (where appropriate); and

(iii) subject to any obligations that the Owner (or any entity nominated by the Owner and associated with development of the Land) has as tenant of the Multi-Purpose Community Hall, maintain the Community Facilities to a standard consistent with similar facilities within the municipal boundaries of the Council.

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4.2 Other Services and Facilities

The Owner and Council agree that the location of, specifications for and timing of construction and provision of the Services and Facilities to be provided by the Owner in accordance with Schedule 2 of the Comprehensive Development Zone to the Scheme, are as described in Annexure 1.

4.3 Drainage Infrastructure

For so long as is reasonably necessary to provide adequate drainage to Lots serviced by Drainage Infrastructure on the Land, the Owner must ensure that an appropriate covenant or easement is registered on title to any part of the Golf Course that has Drainage Infrastructure constructed on, through, under and/or along it to ensure continued use of the Golf Course for drainage purposes.

4.4 Creation of the Owners Corporation and maintenance of Public Land by Council and the Owners Corporation

(a) The Owner must create an Owners Corporation on the first plan of subdivision lodged in respect of the Land.

(b) Council must maintain all Public Land in accordance with the Standard Service Levels, other than during the period two years from the date of registration of the Stage 1 Plan, for which the Owner has the maintenance obligations of the Council for that period.

(c) If the Owner and/or the Owners Corporation created on the first plan of subdivision lodged in respect of the Land in accordance with clause 4.4(a) requires any Public Land to be maintained to standards above the Standard Service Levels, the Owner must procure that the Owners Corporation created on the first plan of subdivision lodged in respect of the Land in accordance with clause 4.4(a) enters into an agreement directly with Council and the Owner pursuant to which that Owners Corporation agrees to perform the additional maintenance required by the Owner and/or that Owners Corporation at its cost (except to the extent that the additional maintenance obligation has been imposed on any tenant, occupier or other user of the Public Land).

(d) Council grants to the Owner (and agrees to grant to the Owner's Corporation created on the first plan of subdivision lodged in respect of the Land in accordance with clause 4.4(a)) all necessary licences to enable the Owner or the Owners Corporation to maintain the Public Land to standards exceeding those specified in the Standard Service Levels, if required by the Owner and/or Owners Corporation.

4.5 Shared Path

(a) Prior to Council issuing a statement of compliance for the first plan of subdivision lodged in respect of the Land, the Owner must construct a 2 metre wide shared path generally along the south side of Lithgow Street from the boundary of the Land to the bus stop on the corner of the Old Hume Highway and Lithgow Street.

(b) The shared path constructed by the Owner in accordance with clause 4.5(a) must be constructed of concrete or such other material approved in writing by Council.

(c) The Owner, at its cost, must use its best endeavours to obtain any approvals from VicRoads that are necessary to access assets owned by VicRoads in order to comply with the Owner's obligations under clause 4.5(a).

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(d) If, despite using its best endeavours to do so, the Owner is unable to obtain any necessary approval from VicRoads in accordance with clause 4.5(c), the Owner and Council must use their best endeavours to agree on an alternative route for the shared path that does not require the owner to obtain approvals to access assets owned by VicRoads.

(e) If Council and the Owner are unable to reach agreement in accordance with clause 4.5(d), or there is no alternative route for the shared path that does not require the Owner to obtain approvals to access assets owned by VicRoads, the Owner need only construct such part of the shared path as it is capable of constructing without obtaining the necessary approvals from VicRoads.

5. Owner's Warranties

Without limiting the operation or effect of this Agreement, the Owner warrants that apart from the Owner and any other person who has consented to this Agreement, no other person has any interest either legal or equitable in the Land which may be affected by this Agreement.

6. Registration

6.1 Registration

The Owner:

(a) consents to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act; and

(b) will do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

6.2 Notice

The Owner agrees to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the Land.

7. Non-compliance

If the Owner has not complied with this Agreement within 20 Business Days after service of a notice by the Council specifying any non-compliance, the Owner covenants:

(a) to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;

(b) to pay to the Council on demand, the Council's reasonable costs and expenses incurred as a result of the non-compliance.

8. Disputes

8.1 Dispute resolution

If a dispute arises between the parties in relation to any matter arising out of or in connection with this Agreement, the parties must negotiate to resolve the dispute within 20 Business Days of one party giving a Dispute Notice to the other party.

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8.2 Unresolved dispute

(a) If the parties cannot resolve the dispute within 25 Business Days after the date of receipt of the Dispute Notice then the parties must refer the dispute for determination by an independent expert agreed by the parties or failing agreement within 25 Business Days of the service of the Dispute Notice, the independent expert must be:

(i) for a matter of law, a practising barrister or solicitor appointed by the President of the Law Institute of Victoria;

(ii) for a financial or accountancy matter, a practising chartered accountant appointed by the President of the Victorian Division of the Institute of Chartered Accountants in Australia;

(iii) for a matter connected with the construction of any part of any improvements on the Land, a practising architect appointed by the President of the Victorian Chapter of the Royal Australian Institute of Architects;

(iv) for a matter connected with the cost of construction of works, a practising quantity surveyor appointed by the President of the Victorian Chapter of the Australian Institute of Quantity Surveyors;

(v) for any other matter, a qualified person appointed by the President of an appropriate association, institute, society or board,

or, if appropriate and the parties agree, the dispute may be referred to a panel of experts representing more than one of the appropriate skills.

(b) The parties agree to appoint the independent expert on the following terms:

(i) the independent expert shall act as an expert and not as an arbitrator;

(ii) the independent expert shall determine the dispute:

A. on the basis of the rights and obligations set out in this Agreement; and

B. having regard to all relevant factors and circumstances, including any relevant industry or commercial practices;

(iii) the independent expert shall retain experts in other fields to assist in the determination of the dispute when the independent expert considers it to be necessary or appropriate;

(iv) the determination of the independent expert shall be final and binding on the parties;

(v) the cost of the determination shall be borne equally by the parties;

(vi) the parties may be legally represented at any hearing before the independent expert;

(vii) the parties may make written or oral submissions to the independent expert personally or through legal representatives or other consultants;

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(viii) the independent expert will be required to hand down his decision within 20 Business Days of his appointment;

(ix) the independent expert must have at least 10 years current and continuous standing in the expert's profession at the date of appointment.

(c) Neither party will be entitled to commence or maintain any action in relation to any dispute until determination of that dispute in accordance with this clause except for urgent injunctive or declaratory relief.

(d) Despite clause 8.1 and unless otherwise provided in this Agreement, the parties must continue to comply with their obligations under this Agreement if those obligations do not touch upon or involve the subject matter of the dispute which the parties have referred for resolution in accordance with clause 8.2(a).

9. General

9.1 Further acts

Each party must promptly sign any documents and do anything else reasonably necessary to give effect to this Agreement.

9.2 Successors in title

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the Land, the Owner's successors in title will be required to:

(a) give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and

(b) execute a deed agreeing to be bound by this Agreement.

9.3 Council's costs to be paid

The Owner covenants to pay to the Council the Council's reasonable costs and expenses of and incidental to the preparation, execution and registration of this Agreement.

9.4 Governing law

This Agreement is governed by and must be construed according to the law applying in Victoria.

9.5 Jurisdiction

Each party irrevocably:

(a) submits to the non exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 9.6(a).

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9.6 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

(a) must be in writing, be in English and dated;

(b) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;

(c) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee,; and

(d) is taken to be received by the addressee:

(i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;

(ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;

(iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and

(iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

10. Ending of Agreement

(a) This Agreement ends:

(i) in relation to a Lot within a stage on Plan of Subdivision PS617320S that is intended for residential use, on the date that Council issues a statement of compliance for that stage; and otherwise

(ii) in its entirety, on the Termination Date.

(b) As soon as reasonably practicable after the Agreement ends in relation to the Land or part of the Land, Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register insofar as it affects the Land or part of the Land as the case may be.

11. GST

11.1 Interpretation

Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.

11.2 GST exclusive amount

Except where this Agreement states otherwise, each amount payable by a Recipient under this Agreement in respect of a taxable supply by a Supplier is expressed as a GST exclusive

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amount and the Recipient must, in addition to that amount and at the same time, pay to the Supplier the GST payable in respect of the supply.

11.3 Creditable acquisition

An amount payable by a Recipient in respect of a creditable acquisition by a Supplier from a third party must not exceed the sum of the value of the Supplier's acquisition and the additional amount payable by the Recipient under clause 11.2 on account of the Supplier's GST liability.

11.4 Tax invoice

A party is not obliged, under this to pay the GST on a taxable supply to it under this Agreement until given a valid tax invoice for the supply.

Executed as an agreement under Division 2 of Part 9 of the Act

Executed by **Beveridge Land Pty Ltd** in accordance with section 127 of the *Corporations Act* by or in the presence of:

Signature of Secretary/other Director

Natalie Graham

Name of Secretary/other Director in full

Signature of Director or Sole Director and Secretary

GEORGE KLINE

Name of Director or Sole Director and Secretary in full

The Common Seal of **Mitchell Shire Council** was hereto affixed on the 14 September 2009 with the authority of Council

THE COMMON SEAL OF THE MITCHELL SHIRE COUNCIL
MITCHELL SHIRE COUNCIL
CONSTITUTED 18TH NOVEMBER 1994

Councillor

Councillor

Acting Chief Executive

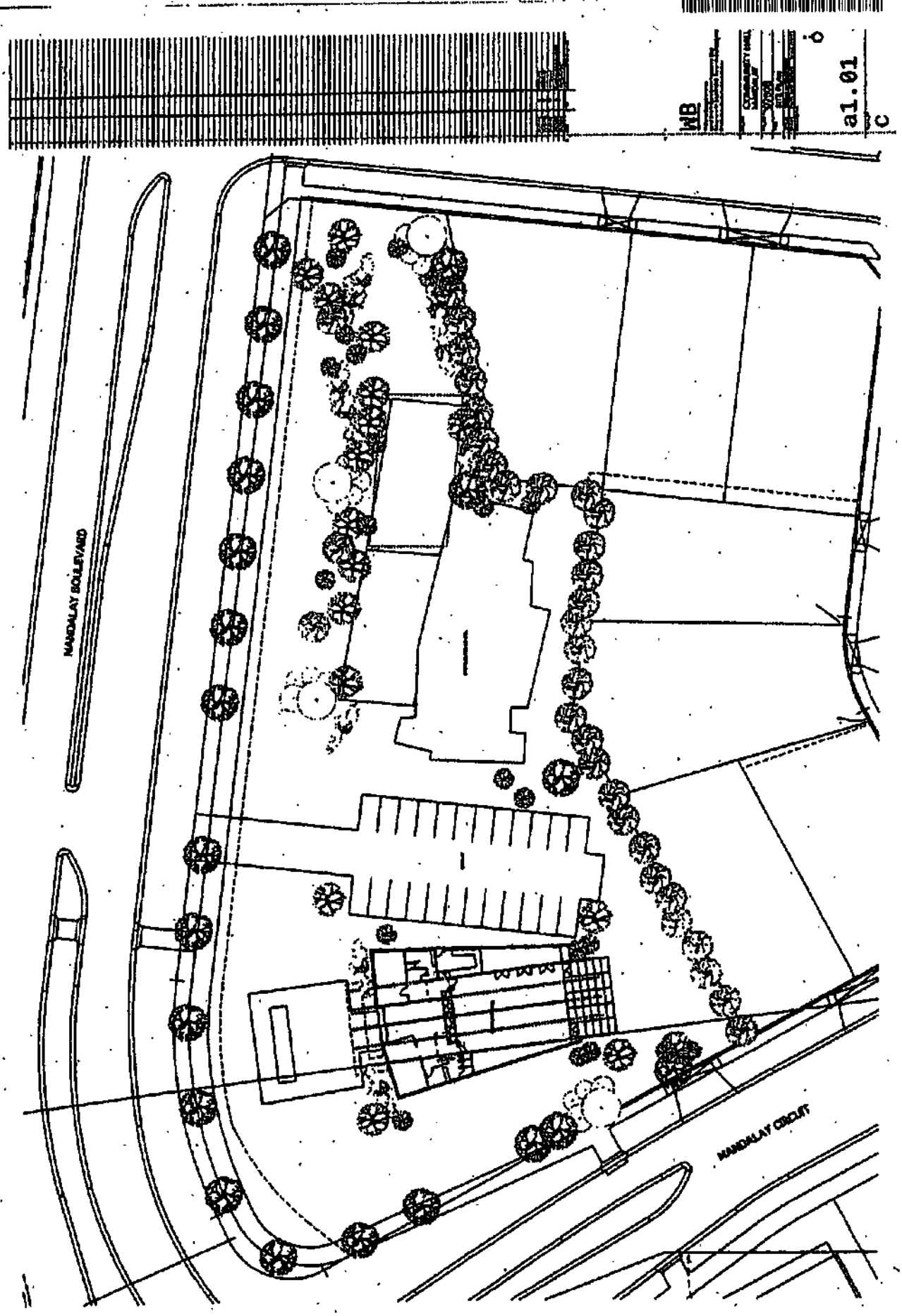
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Annexure 1 - Location of, Specifications for and timing of construction and provision of the Services and Facilities

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Mitchell Planning Scheme

Comprehensive Development Zone Schedule 2

Beveridge Comprehensive Development Plan

Provision of services and facilities

FACILITY/SERVICE	WHEN TO BE PROVIDED	LOCATION
Multi-purpose Community Hall	600 lots are sold.	Vicinity of Commercial Precinct
Infant Welfare Centre	600 lots are sold.	In conjunction with Pre-School, in area marked as "Child Minding" on concept plan.
Pre-School, including Child Care Facilities	600 lots are sold.	In area marked as "Child Minding" on concept plan.
<u>Retail Floorspace</u> An area of 2 hectares is to be set aside for the purposes of a commercial precinct to allow for the provision of up to 5,000m2 of retail floor space.	As market forces dictate.	Commercial Precinct, as shown on the concept plan.
<u>Playground Facilities (5)</u> One of these areas to include 2 Basketball Courts and/or skateboard ramp or similar facilities directed towards teenagers. One of these playgrounds also to include large range of equipment catering up to teenagers eg. flying fox.	1. 300 lots sold. 2. 1000 lots sold. 3. 1200 lots sold. 4. 1700 lots sold. 5. 2000 lots sold.	In areas set aside on concept plan for Public Open Space.
<u>Roads</u> A. Upgrading of Hume Freeway Interchange at Beveridge, Stage 1. • Reversal of the intersection priority at the Camerons Road/Old Hume Highway/southbound entry ramp intersection. • Upgrade of existing linemarking, including the provision of centre and edge linemarking along Camerons Road and adjacent intersections.	Occupation of 100 dwellings.	Per Facility/Service description

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FACILITY/SERVICE	WHEN TO BE PROVIDED	LOCATION
• Provision of streetlighting at the intersections of Camerons Road/north bound entry and exit ramps and Camerons Road/Old Hume Highway/southbound entry ramp as well as under the Hume Highway overpass.		
Stage 2 • Channelisation to create a separate left turn slip-lane from the northbound exit ramp into Camerons Road and a narrow median island in Camerons Road adjacent to this slip-lane to prevent "wrong way" movements along the northbound exit ramp.	When traffic volumes on northbound exit ramp exceed 2,000vpd.	Per Facility/Service description
Stage 3 • Construction of one-lane circulation roundabout, with associated localised road widening, at the Camerons Road/Old Hume Highway/south bound entry ramp intersection.	When traffic volumes on Camerons Road under the overpass reach 5,000 vpd, with minimum associated volumes on the entry legs of Old Hume Highway and Camerons Road (east) of 1,000 vpd and 500 vpd respectively (or vice versa).	Per Facility/Service description.
Stage 4 • Extend the merge taper of the southbound entry ramp to a length of 320 metres from the island nose, including the provision of a 3 metre wide sealed shoulder.	When traffic volumes on the southbound entry ramp exceed 600 vph.	Per Facility/Service description.
B. Upgrading Lithgow Street between Freeway and Site.	As required by Responsible Authority.	Per Facility/Service description.
<u>Public Transport</u> Bus services to be provided linking the site to Beveridge from January 2011 for a period of three years. Services to be scheduled to cater for peak-hour and school times as well as day time services.		

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FACULTY/SERVICE	WHEN TO BE PROVIDED	LOCATION
Health Care Facilities Accommodation for visiting doctor and other health care professionals.	In conjunction with development of commercial precinct - when 600 lots sold.	In or adjacent to commercial precinct.
Aged Care Facilities	As market forces dictate	As indicated on concept plan.
Primary School	Site to be available for purchase by the Department of Schools Education after 600 lots are sold.	Adjoining Camerons Road within the general area marked on the concept plan.
Infrastructure Services Water Supply Sewerage System, including reticulation and treatment plant	Lots are to be connected to water supply and sewerage system prior to occupation. EPA Works Approval for the sewerage treatment system is required prior to the development of the land, except for the golf course. If necessary the concept plan will be altered to accommodate any requirements of the Works Approval.	
Landscape buffer	The planting of trees shall be part of the first stage of development of the land.	Within the tree reserves shown around the boundaries of the land.

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Annexure 2 - Standard Service Levels

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O. MANDALAY PARKS AND STREETSCAPES MAINTENANCE STANDARDS

Scheduled Items

OO.01 General

Maintenance and Establishment means the care and maintenance of the contract area by accepted horticultural practices, as well as rectifying any defects that become apparent in the works under normal use. This includes, but not necessarily be limited to, the following items where as required:

- *watering*
- *soil testing and fertilizing of lawns and garden beds*
- *weeding*
- *reseeding*
- *pest and disease control*
- *staking*
- *replanting*
- *cultivation*
- *pruning*
- *aerating*
- *renovating*
- *top-dressing and re-seeding/re-sodding of grass areas*
- *maintaining a neat and tidy site including rubbish removal*
- *aerating of lawn areas*
- *mowing and edging of lawn areas*
- *maintenance of garden beds & trees including replacement planting*
- *additional mulching of trees and garden bed areas*
- *maintaining and cleaning furniture, structures and BBQ*
- *monitoring and maintenance of irrigation system*
- *monitoring and maintenance of lighting*
- *periodic inspection of playground equipment*
- *repair of vandalism*

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O.01 Attendance Log

Supply a detailed program of maintenance for approval by the Superintendent and keep a log of attendance/replacement costs, as the basis for progressive claims sought during the maintenance period.

O.02 Commencement of Maintenance

Give the Superintendent 7 days' notice for commencement of the maintenance period. The Superintendent will inspect the works and advise the contractor of any defects or deficiencies found, which will be rectified within 14 days.

O.03 Damage and Protection

Protect all grassed and planted areas from damage, whether malicious, irresponsible or accidental.

If any damage occurs it is to be photographically recorded and the Superintendent must be notified immediately

O.04 Mulched Surfaces

Maintain all mulched surfaces in a clean, tidy and weed free condition and reinstate to specified depths (75mm depth typical) and finished levels as required.

O.05 Spraying

Spray against insect and fungus infestation if considered necessary by the Superintendent. Carry out all spraying in accordance with the manufacturer's directions.

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O.06 Planted Areas

Maintain the planted areas in one of the following manners:

(a) Individual trees or shrubs - a weed free watering saucer of minimum diameter of 1m, except in irrigated lawn areas.

(b) Planting beds – Weeds to be maintained between completely weed free and 5% weed coverage within the surrounds of the bed.

(c) Mass planting areas - a completely cultivated surface (including cross cultivation) with a weed free watering saucer of minimum diameter of 500mm.

Note: The Maintenance Contractor is responsible for the Maintenance and Establishment of all planting works to ensure the following standards are met:

- Garden bed to be covered by plant growth consistent with the intended design
- Mulch depth maintained to the specified levels – 75mm Depth Typical
- Plants to be in a good, healthy condition.
- Plants & trees to be pruned as required to maintain plant health and condition
- Soil pH to be between 6.0 and 7.0
- Plants to be acceptable examples of their species in size, shape and growth
- Dead plants to be replaced with a specimen approved by the superintendent
- Dead braches to be removed
- Garden beds to be between 0% weed cover and 5% weed cover
- Garden beds to be free of all ground rubbish and debris
- Inspect all plants & trees on a weekly basis to maintain active healthy growth

Note: The superintendent is to be immediately notified if any plant or tree displays signs of stress such as over or under-watering, wilting or insect outbreak.

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O.07 Grass Areas

Maintain all grass areas by watering, weeding, reseeding, rolling, mowing, top dressing, trimming, fertilizing or other operations as necessary to ensure that grass areas meet the following standards:

- All lawn areas are healthy and green throughout the year
- Soil pH level between 6.0 and 7.0
- Free of weeds
- Free of humps and hollows
- Free of rubbish
- All lawn clippings to be collected as disposed of

Wintergreen couch mowing heights for parks and streetscape in a residential development;

April to October: 15 - 20mm
November to March: 12 - 15mm
Note: Mow with Cylinder mower with catcher only. No rotary mowers.

Grass damage repaired by sodding bare lawn areas within 5 days of occurrence of damage

O.08 Watering

Grass, trees and garden bed areas are to be watered regularly so as to ensure continuous healthy growth. The minimum acceptable requirement for grass areas is 25mm of natural rainfall or its applied equivalent or a combination of both during each period of one week from 1st April to 31st September and 35mm of natural rainfall or its equivalent or a combination of both during each period of one week from 1st October to 31st March. Acceptable requirement for trees and shrubs is 25mm of water during each period of one week

O.09 Weeding and Rubbish Removal

Remove by hand rubbish and weed growth that may re-occur throughout the contract area. This work is to be carried out regularly so that at weekly intervals the area may be observed in a completely clean and tidy condition. Clean footpaths and paved areas weekly to ensure any pathways are free of dirt, mud, sand & mulch. Graffiti is to be removed using an approved product according to manufacturer's instructions within 24 hours of being reported.

O.10 Weed Control

All noxious weeds are to be removed from all garden bed and lawn areas either by hand or with an approved herbicide used according to manufacturers instructions. Areas of lawn damaged during weed eradication are to be re-seeded with the specified grass mix.

Herbicide is not to be used around the base of any tree. Herbicide only to be used on windless days and must include a marker dye.

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O.11 Soil Subsidence

Make good any soil subsidence or erosion which may occur after the soil filling and preparation operations.

O.12 Tree Ties & Guards

Ensure ties made to stakes are secure as 'figure 8' pattern.
Ensure guards remain secure and protect tree as per manufacturers specification

O.13 Pruning

Prune trees and shrubs as directed by the Superintendent. Pruning will be directed for the maintenance of dense foliage, or miscellaneous pruning as beneficial to the condition of the plants. Prune any damaged growth. Pruning should only be carried out by an approved arborist. Street trees should be pruned to ensure vehicle sightlines.

O.14 Mowing

Prior to mowing the landscape maintenance contractor should removed all rubbish and debris from lawn areas. At completion of mowing the landscape maintenance contractor is to ensure that all lawn clippings and debris created during mowing are removed and disposed of appropriately

O.15 Trimming and Edging

All grassed areas are to be neatly edge where they meet adjacent surfaces with an even sward height to be maintained as per O.07 grass areas section.

Lawn areas are not to grow more than 40mm beyond the specified edge as per the landscape plans

Grass can only be trimmed manually around the base of trees. Mechanical line trimmers are not to be used within 300mm of tree base.

Maintain spade cut edges as per landscape plans

O.16 Fertiliser Application

Provision should be made to fertilise all grass areas four times per year or as necessary to ensure a healthy, vigorous and uniformly green appearance is maintained

Fertiliser to be approved by the Superintendent prior to use

Application of approved fertiliser in accordance with manufacturer's specifications

Log of fertiliser application to be kept to ensure fertilisation occurs four times per year

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O.17 Irrigation

Landscape maintenance contractor to operate and maintain irrigation system to ensure that all garden beds and lawns remain in a healthy condition..

A performance check should be carried out weekly and maintenance of irrigation system including cleaning of nozzles and heads. Any issue with the system is to be immediately reported to the superintendent.

Landscape maintenance contractor should allow to adjust the irrigation cycles depending on the season, weather and plant species.

The irrigation system will be automatically monitored from the golf course computer and familiarity with the system will be the responsibility of the landscape maintenance contractor.

O.18 Plant Replacement

Landscape maintenance contractor should regularly inspect trees, shrubs and lawn areas to ensure that all species are healthy. When a plant is identified as needing replacement either by the contractor or the superintendent the contractor shall replace the plant at their own cost where the plant has failed due to contractor not providing adequate horticultural care.

A plant is considered failing when there are pests or disease present which will not allow the plant to return to full heath or when the plant has been permanently damaged or when there is no evidence of new growth relative to the season.

Any replacements must be approved by the Superintendent prior to installation.

O.19 Cleaning of parkland area and facilities

Landscape maintenance contractor is to regularly inspect and clean weekly the park areas and associated facilities including but not limited to BBQ, shelter, furniture, playground equipment, soft fall mulch, sand pit, paving and areas immediately surrounding the parkland.

O.20 Paved surfaces

Landscape maintenance contractor is to clean and inspect paved surfaces weekly including asphalt and concrete.

O.21 Edging

Landscape maintenance contractor is to regularly inspect and repair all edges including but not limited to spade cut, timber, brick and steel edging to maintain stability and appearance.

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O.22 BBQ

Contractor to allow to regularly inspect and clean (as required) the BBQ. Contractor to ensure cook-top is clean and to regularly inspect and clean the grease trap (fat tray) and remove waste from site.

O.23 Oiling of Timber Seats, Decking and Handrails

Timber seats and decking to be oiled once every 12 months with an approved product. Contractor to allow to protect ground surface from oil spillage and signage to warn the public not to use the seats/decking while oil is soaking into the timber.

O.24 Structures

Landscape maintenance contractor to regularly inspect and maintain all landscape structures including but not limited to shade structures, bollards and fences to ensure safety and a clean and tidy appearance. If damage is identified it must be immediately reported to the superintendent.

O.25 Playground Equipment

3 month periodic inspection of playground equipment to ensure general safety. Ensure that all fixings are tight and adjust accordingly. Sand any splintered or rough timber surfaces. Top up with approved soft-fall mulch as required to meet safety standards

O.26 Water Courses and Water Bodies

The landscape maintenance contractor is to maintain all water courses and water bodies to ensure that all edges remain neat and clean. Landscape maintenance contractor to inspect water courses and water bodies weekly to remove all rubbish, litter and weeds. Areas where erosion has occurred or where plants are failing to establish are to be reported to the superintendent immediately.

To ensure that all water bodies and water courses are clean and tidy the landscape maintenance contractor may have to physically enter the water to remove any rubbish.

O.27 Insurance

The Landscape maintenance contractor is advised to ensure adequate insurance to cover his work during the Maintenance and Establishment Period.

O.28 Urgent Works

Not withstanding anything to the contrary of the Contract, the Superintendent may instruct the Contractor to perform urgent maintenance on works. Should the Contractor fail to carry out the work immediately, the Superintendent reserves the right, without further notice, to employ others to carry out such work and charge it to the Contractor.

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O.29 Completion

Ensure that all works of the Contract are complete immediately prior to the expiry date of the Contract time. Remove all debris from the site and any material he may have stored on or adjacent to the site and leave the area tidy to the satisfaction of the Superintendent.

Grass Areas are to have a healthy and vigorous grass sward appropriate to the area and trees and shrubs shall show signs of healthy vigorous growth. Trees will be appropriately staked in dry land areas with a suitably sized watering saucer intact and weed free.

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Annexure 3 - Design/Functional Brief

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Pre-School Centre

Area requirement
2 rooms @ 150 m² 300 m²

Kindergarten – x 2 rooms

Uses:	- Large open area for various learning activities for pre-schoolers. - Able to be divided into two smaller areas via an acoustic operable wall. Make allowance for the future installation of the operable wall.
Finishes:	- Durable, hard wearing finishes, easily cleaned and maintained. Sufficient percentage of surfaces to be acoustic absorbing to reduce overall noise levels.
Floors:	- Floors to be a combination of commercial grade carpet tiles and sheet vinyl to cater for varied activities.
Walls:	- Hard wearing fibre cement at low level for impact resistance, plasterboard at higher level. Painted. - Acoustics to be well considered between rooms.
Ceilings:	- Plasterboard and/or acoustic tile to meet acoustic requirements.
Lighting:	- Fluorescent lighting (with high frequency ballasts) with lighting levels to code requirements. - Good natural lighting and views to outdoor areas. - Windows to be openable to allow natural ventilation – provide windows on two opposing walls to create cross ventilation.
Heating/ cooling:	- Evaporative air conditioning for cooling. - Radiant heating panels for heating.
Fittings/ equipment:	- Windows to be able to be fitted with blinds to reduce glare and direct sunlight penetrating internal spaces. Blinds to be provided by others as part of F.F. & E. works.
External Areas:	- Each Kinder Room to be directly accessible to a fenced (pool type) outside play area of 200 square metres. Finishing of these areas by others.

Kinder Office – x 2 rooms

Area requirement
nominally 2 rooms @ 15 m² included in above 30 m²

Uses:	- Office space for Kinder teacher and teaching assistant. - Room should have views directly into teaching space/s via internal glazed screens.
Floors:	- Commercial grade wool blend carpet tiles.
Walls:	- Plasterboard – painted.
Ceilings:	- Plasterboard – painted.
Lighting:	- Fluorescent lighting (with high frequency ballasts) with lighting levels to code requirements. - Good natural lighting and views through teaching space/s to outdoor areas.
Heating/ cooling:	- Evaporative air conditioning for cooling. - Radiant heating panels for heating.
Fittings/ equipment:	- All desks, shelving, file cabinets, etc. to be part of F.F. & E. budget.

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Kinder Store – x 2

Area included in Pre-School figure
nominally 2 rooms @ 10 m² 20 m²

Uses:	-	Storage area for kinder equipment.
Finishes:	-	Durable, hard wearing finishes, easily cleaned and maintained.
Floors:	-	Sheet vinyl.
Walls:	-	Plasterboard, painted.
Ceilings:	-	Plasterboard , painted.
Lighting:	-	Fluorescent lighting to meet code requirements.
Heating/ cooling:	-	Not required.

Kinder Food Prep Area

Area included in Pre-School figure
nominally 10 m²

Uses:	-	Area for the preparation and layout of food for kids at lunch, morning and afternoon tea periods.
	-	Alcove off main kinder teaching areas – able to be closed off.
Finishes:	-	Durable, hard wearing finishes, easily cleaned and maintained.
Floors:	-	Sheet vinyl.
Walls:	-	Plasterboard – painted. Glass, tile or vinyl splashback to benches.
Ceilings:	-	Plasterboard – painted.
Lighting:	-	Fluorescent lighting to meet code requirements.
Heating/ cooling:	-	Evaporative air conditioning for cooling.
	-	Radiant heating panels for heating.
	-	Exhaust hood over cooktop.
Fittings/ equipment:	-	Post formed laminated benches equivalent to 5 metres in length with underbench and overhead cupboards and shelving.
	-	Double bowl sink formed into stainless steel bench top with insinkerator and mixer tap.
	-	Built-in domestic type dishwasher by others as part of F.F. & E. works.
	-	Large domestic refrigerator by others as part of F.F. & E. works.
	-	Built-in cook top and oven.
	-	Boiling water and chilled water unit.
Other requirements:	-	Insect zapper.

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Bathrooms – Kinder Dedicated — Area included in Pre-School figure nominally 40 m²

To be to the satisfaction of DHS

Uses:	-	Semi private boy and girl toilet alcoves for kinder children allowing children to be supervised and assisted as necessary. - Dedicated toilet for Kinder teacher and assistant.
Finishes:	-	Durable, hard wearing finishes, easily cleaned and maintained.
Floors:	-	Sheet vinyl – covered at wall junctions.
Walls:	-	Wet area plasterboard or villaboard– combination of sheet vinyl and painted plasterboard.
Ceilings:	-	Wet area plasterboard, painted.
Lighting:	-	Fluorescent lighting to code requirements.
Heating/ cooling:	-	Toilet exhaust.
Fittings/ equipment:	-	Boy's toilet alcove comprising 2 child size WCs and 1 wash basin. - Girl's toilet alcove comprising 2 child size WCs and 1 wash basin. - Teacher's toilet to include 1 WC and 1 wash basin. - Hand dryers, paper towel dispensers, etc. to be provided.
Other requirements:		

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Maternal & Child Health — Area requirement 120 m²

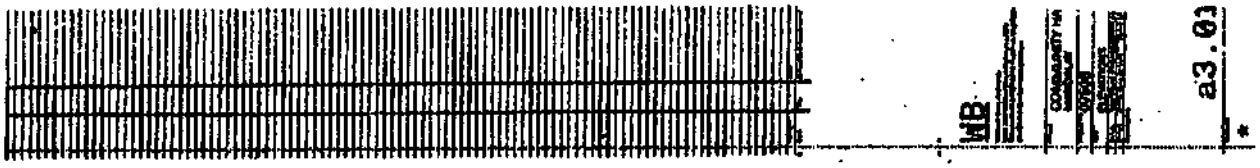
Uses:	-	Dedicated area for child health doctor/nurse including 2 examination rooms, consulting room, receptionist, waiting room, store room, small tea prep. area, etc.
Finishes:	-	Quality, durable finishes.
Floors:	-	Commercial grade broadloom carpet.
Walls:	-	Plasterboard, painted.
Ceilings:	-	Acoustic tile with plasterboard perimeter to each room.
Lighting:	-	Fluorescent lighting (with high frequency ballasts) with lighting levels to code requirements. - Good natural lighting and views to outdoor areas.
Heating/ cooling:	-	Refrigerant air conditioning for heating and cooling.
Fittings/ equipment:	-	Windows to be fitted with blinds to reduce glare and direct sunlight penetrating internal spaces. - Exam rooms to include hand wash basin. - Tea prep. area to include laminate bench top, underbench and overbench joinery, inset sink, boiling/chilled water unit, dishwasher. - Toilet to include WC and small wash basin.
Other requirements:	-	Close proximity to Pre School and Infant Welfare Entrance/Waiting

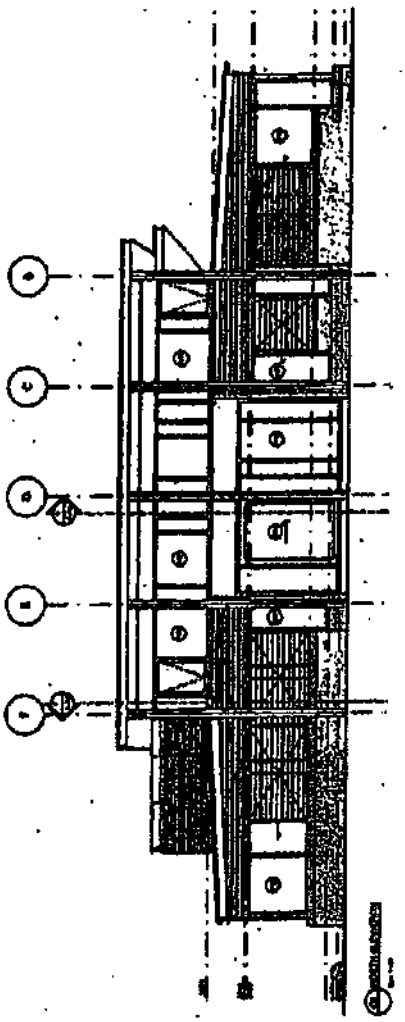
Indicative spatial break up:

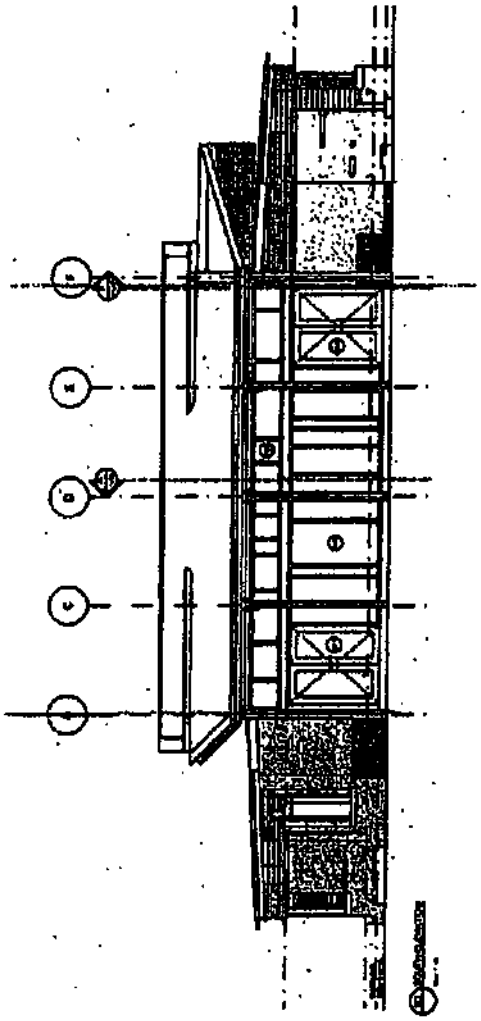
-	Examination room 1	20 m²
-	Examination room 2	20 m²
-	Consultation	15 m²
-	Waiting	20 m²
-	Store room	15 m²
-	Small Tea Prep.	5 m²
-	Toilet (to meet DDA requirements)	2 m²
-	Circulation	23 m²
	Total	120 m²

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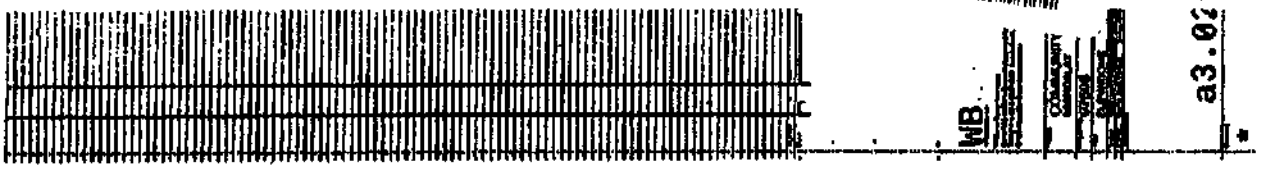


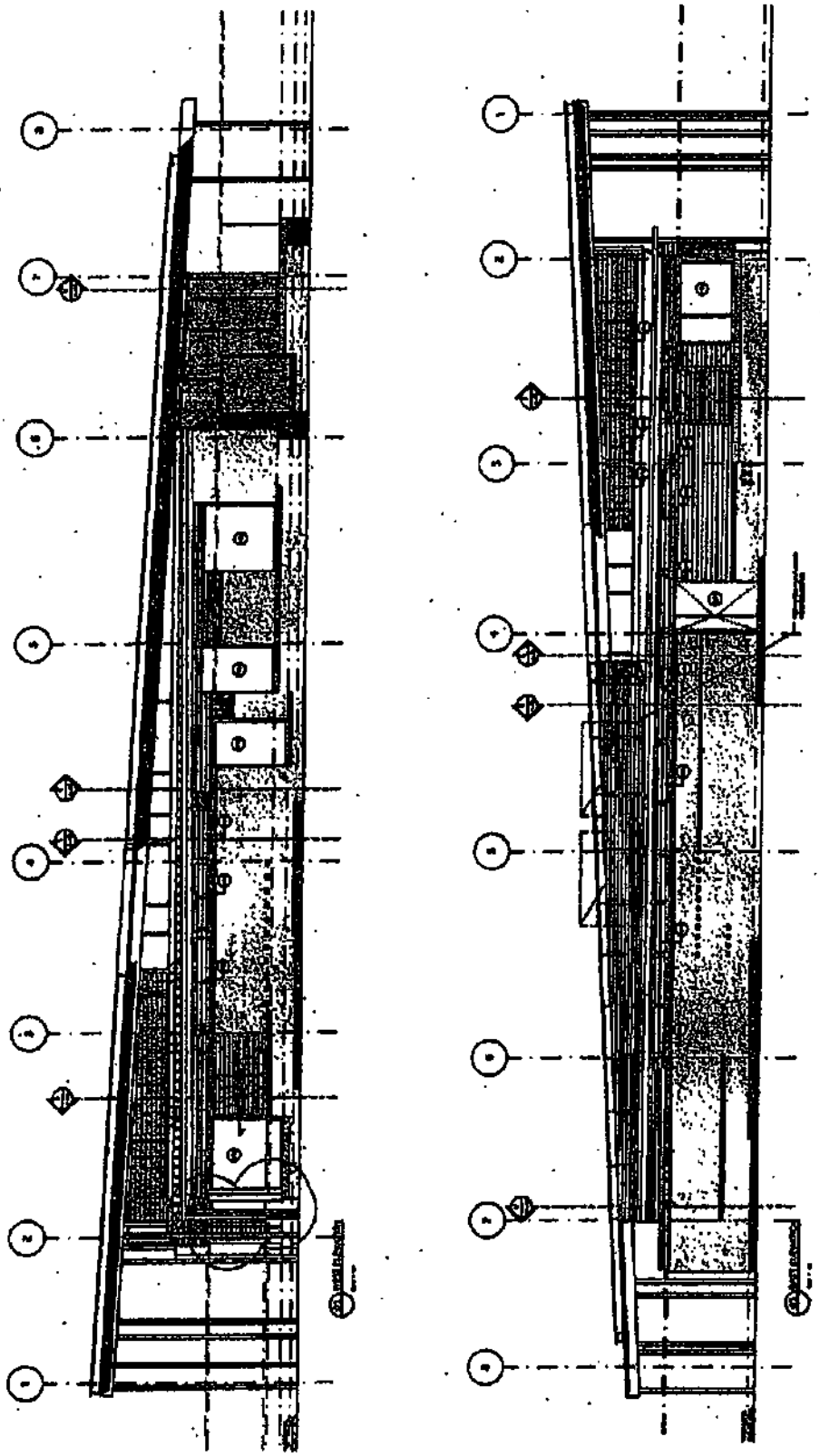




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Application by Responsible Authority for the making of a Recording of an Agreement

AG754756L 13
15/09/2009 $102.90 173 98

The information under statutory purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Planning and Environment Act 1987

Lodged by:
Name: TISHER LINER & CO.
Phone: 9602 4055
Address: 317-319 LaTrobe Street Melbourne
Ref: JTH:WL 09|0908
Customer Code: 1662T

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 name and address)*

Certificate of Title Volume 11121 Folio 143

Authority: *(insert name and address)*

Mitchell Shire Council of 113 High Street, Broadford Vic

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

Signature of Authority:

Name of Officer *(full name)*: PETER HALTON A/CEO

Date:

14 September 2009

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CLAYTON UTZ

Section 173 Agreement
(Land Owner Obligations)

Beveridge Land Pty Ltd
ACN 115 838 661

Mitchell Shire Council

Subject Land: Mandalay Development, Beveridge

The Clayton Utz contact for this document is
Alison Kennedy on +61 3 9286 6000

Clayton Utz
Lawyers
Level 18 333 Collins Street Melbourne VIC 3000 Australia
DX 38451 333 Collins VIC
T +61 3 9286 6000 F +61 3 9629 8488

www.claytonutz.com

Our reference 14709/14193/80051208

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This Agreement is made on 14th September **2009**

Parties

Beveridge Land Pty Ltd ACN 115 838 661 of 501 Blackburn Road, Mount Waverley **("Owner")**

Mitchell Shire Council of 113 High Street, Broadford **("Council")**

Background

A. The Owner is registered as proprietor of the Land.

B. Council is the responsible authority under the Act for the administration and enforcement of the Scheme which applies to the Land.

C. The Owner intends to develop the Land in accordance with the Scheme and the conditions contained in the Planning Permit.

D. The Land is within the Comprehensive Development Zone (Schedule 2) of the Scheme which, among other things, requires the use and development of the Land to be generally in accordance with the Beveridge Comprehensive Development Plan and the Masterplan.

E. Condition 9 of the Planning Permit requires the Owner to enter into an agreement under Section 173 of the Act, amongst other things, to:

(a) to prevent the further subdivision of any Lot which has an area of less than 500 square metres; and

(b) to prevent more than one dwelling being constructed on a Lot which has an area of less than 500 square metres.

F. The Council and the Owner have agreed to enter into this Agreement to implement those conditions and requirements under Condition 9 of the Planning Permit referred to in Recital E.

G. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

Operative provisions

1. Definitions and interpretations

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987.

"Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

"Authority" includes any government, local government, statutory, public or other person, authority, instrumentality or body having jurisdiction over the Land or any part of it or anything in relation to it; and includes the Council.

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"Beveridge Comprehensive Development Plan" means the Beveridge Comprehensive Development Plan identified in Schedule to the Comprehensive Development Zone in the Scheme.

"Business Day" means any day other than a Saturday, Sunday or bank or public holiday in Melbourne.

"Commencement Date" means the date on which this Agreement is executed by the Owner and Council.

"Dispute Notice" means a notice given by a party under clause 8.1 which must:

(a) be in writing, be in English and be dated;

(b) state that it is a Dispute Notice served under clause 8.1 of this Agreement;

(c) give a detailed description of the matter in dispute.

"Land" means the land described in certificate of title volume 11121 folio 143.

"Lot" means any lot shown on a plan of subdivision of the Land or any part of the Land or any lot derived from a lot on a plan of subdivision of the Land or any part of the Land.

"Masterplan" means the Mandalay Residential and Golf Course Masterplan as endorsed by Council from time to time.

"Owner" means Beveridge Land Pty Ltd and the person or persons from time to time registered or entitled to be registered as the proprietor of an estate in fee simple in the Land or any part of it.

"Planning Permit" means Planning Permit No. PL6070/06 issued by Council on 25 May 2007, as that permit is amended from time to time.

"Scheme" means the Mitchell Planning Scheme.

"Termination Date " means the date upon which this Agreement ends in whole or in part in accordance with Section 177 of the Act, namely on the date on which Council issues a statement of compliance for the last residential Lot in accordance with the Beveridge Comprehensive Development Plan.

1.2 Interpretation

In this Agreement, unless expressed or implied to the contrary:

(a) undefined terms or words have the meanings given to them in the Act or the Scheme;

(b) the singular includes the plural and vice versa;

(c) a gender includes the other gender;

(d) a reference to a person includes a reference to a firm, corporation or other corporate body;

(e) if a party consists of more than one person this Agreement binds them jointly and each of them severally;

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(f) a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;

(g) a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;

(h) where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;

(i) all headings are for ease of reference only and do not affect the interpretation of this Agreement;

(j) the recitals to this Agreement form part of this Agreement;

(k) no word, words or provision shall operate to limit or in any way prejudice the effect of any other word, words or provision unless it is expressly provided otherwise;

(l) a reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form;

(m) if the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises shall for the purposes of this Deed be the next Business Day;

(n) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(o) a reference to an agreement or a document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time except to the extent prohibited by this Agreement;

(p) a reference to any thing includes the whole and each part of it;

(q) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;

(r) a reference to "$" or "dollar" is to Australian currency;

(s) where a party covenants, promises, undertakes or agrees to:

(i) perform; or

(ii) refrain from doing or carrying out,

some act or thing that party must:

(iii) procure that their respective contractors, employees and agents perform such act or thing; or

(iv) refrain from so doing or carrying out such act or thing;

(t) a provision must not be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision;

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(u) if a reference is made to any person, body or Authority and that person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the person, body or Authority that then serves substantially the same objects as the person, body or Authority that has ceased to exist; and

(v) a reference to the President of a person, body or Authority shall, in the absence of a President, be read as a reference to the senior officer for the time being of the person, body or Authority or such other person fulfilling the duties of President.

2. Agreement under section 173 of the Act

The Council and the Owner agree that this Agreement is made pursuant to Section 173 of the Act.

3. Commencing and effect of agreement

3.1 Commencing and termination of agreement

This Agreement commences on the Commencement Date and ends on the Termination Date.

3.2 Covenants

The Owner's obligations under this Agreement will take effect as separate and several covenants which will be annexed to and run at law and equity with the Land.

4. Obligations of the Owner

4.1 Restriction on Subdivision of Lots

The Owner acknowledges and agrees that if the Land is subdivided, any Lot created by that subdivision which has an area of less than 500 square metres must be subject to a restriction in terms of the *Subdivision Act* 1988 which prevents the further subdivision of that Lot.

4.2 Restriction on number of Dwellings

The Owner acknowledges and agrees that if the Land is subdivided, any Lot created by that subdivision which has an area of less than 500 square metres must be subject to a restriction in terms of the *Subdivison Act* 1988 preventing more than one dwelling being constructed on that Lot.

5. Owner's Warranties

Without limiting the operation or effect of this Agreement, the Owner warrants that apart from the Owner and any other person who has consented to this Agreement, no other person has any interest either legal or equitable in the Land which may be affected by this Agreement.

6. Registration

6.1 Registration

The Owner:

(a) consents to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act; and

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(b) will do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

6.2 Notice

The Owner agrees to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the Land.

7. Non-compliance

If the Owner has not complied with this Agreement within 20 Business Days after service of a notice by the Council specifying any non-compliance, the Owner covenants:

(a) to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;

(b) to pay to the Council on demand, the Council's reasonable costs and expenses incurred as a result of the non-compliance.

8. Disputes

8.1 Dispute resolution

If a dispute arises between the parties in relation to any matter arising out of or in connection with this Agreement, the parties must negotiate to resolve the dispute within 20 Business Days of one party giving a Dispute Notice to the other party.

8.2 Unresolved dispute

(a) If the parties cannot resolve the dispute within 25 Business Days after the date of receipt of the Dispute Notice then the parties must refer the dispute for determination by an independent expert agreed by the parties or failing agreement within 25 Business Days of the service of the Dispute Notice, the independent expert must be:

(i) for a matter of law, a practising barrister or solicitor appointed by the President of the Law Institute of Victoria;

(ii) for a financial or accountancy matter, a practising chartered accountant appointed by the President of the Victorian Division of the Institute of Chartered Accountants in Australia;

(iii) for a matter connected with the construction of any part of any improvements on the Land, a practising architect appointed by the President of the Victorian Chapter of the Royal Australian Institute of Architects;

(iv) for a matter connected with the cost of construction of works, a practising quantity surveyor appointed by the President of the Victorian Chapter of the Australian Institute of Quantity Surveyors;

(v) for any other matter, a qualified person appointed by the President of an appropriate association, institute, society or board,

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or, if appropriate and the parties agree, the dispute may be referred to a panel of experts representing more than one of the appropriate skills.

(b) The parties agree to appoint the independent expert on the following terms:

(i) the independent expert shall act as an expert and not as an arbitrator;

(ii) the independent expert shall determine the dispute:

A. on the basis of the rights and obligations set out in this Agreement; and

B. having regard to all relevant factors and circumstances, including any relevant industry or commercial practices;

(iii) the independent expert shall retain experts in other fields to assist in the determination of the dispute when the independent expert considers it to be necessary or appropriate;

(iv) the determination of the independent expert shall be final and binding on the parties;

(v) the cost of the determination shall be borne equally by the parties;

(vi) the parties may be legally represented at any hearing before the independent expert;

(vii) the parties may make written or oral submissions to the independent expert personally or through legal representatives or other consultants;

(viii) the independent expert will be required to hand down his decision within 20 Business Days of his appointment;

(ix) the independent expert must have at least 10 years current and continuous standing in the expert's profession at the date of appointment.

(c) Neither party will be entitled to commence or maintain any action in relation to any dispute until determination of that dispute in accordance with this clause except for urgent injunctive or declaratory relief.

(d) Despite clause 8.1 and unless otherwise provided in this Agreement, the parties must continue to comply with their obligations under this Agreement if those obligations do not touch upon or involve the subject matter of the dispute which the parties have referred for resolution in accordance with clause 8.2(a).

9. General

9.1 Further acts

Each party must promptly sign any documents and do anything else reasonably necessary to give effect to this Agreement.

9.2 Successors in title

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the Land, the Owner's successors in title will be required to:

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(a) give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and

(b) execute a deed agreeing to be bound by this Agreement.

9.3 Council's costs to be paid

The Owner covenants to pay to the Council the Council's reasonable costs and expenses of and incidental to the preparation, execution and registration of this Agreement.

9.4 Governing law

This Agreement is governed by and must be construed according to the law applying in Victoria.

9.5 Jurisdiction

Each party irrevocably:

(a) submits to the non exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 9.6(a).

9.6 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

(a) must be in writing, be in English and dated;

(b) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;

(c) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee; and

(d) is taken to be received by the addressee:

(i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;

(ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;

(iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and

(iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

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10. Ending of Agreement

(a) This Agreement ends on the Termination Date.

(b) As soon as reasonably practicable after the Termination Date, the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

11. GST

11.1 Interpretation

Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.

11.2 GST exclusive amount

Except where this Agreement states otherwise, each amount payable by a Recipient under this Agreement in respect of a taxable supply by a Supplier is expressed as a GST exclusive amount and the Recipient must, in addition to that amount and at the same time, pay to the Supplier the GST payable in respect of the supply.

11.3 Creditable acquisition

An amount payable by a Recipient in respect of a creditable acquisition by a Supplier from a third party must not exceed the sum of the value of the Supplier's acquisition and the additional amount payable by the Recipient under clause 11.2 on account of the Supplier's GST liability.

11.4 Tax invoice

A party is not obliged, under this to pay the GST on a taxable supply to it under this Agreement until given a valid tax invoice for the supply.

Executed as an agreement under Division 2 of Part 9 of the Act

Executed by **Beveridge Land Pty Ltd** in accordance with section 127 of the *Corporations Act* by or in the presence of:

Signature of Secretary/other Director

Natalie Graham

Name of Secretary/other Director in full

Signature of Director or Sole Director and Secretary

GEORGE KLINE

Name of Director or Sole Director and Secretary in full

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The Common Seal of Mitchell Shire Council was hereto affixed on the 14th September 2009 with the authority of Council

THE COMMON SEAL OF THE MITCHELL SHIRE COUNCIL
MITCHELL SHIRE COUNCIL
CONSTITUTED 18TH NOVEMBER 1994

Councillor

Councillor

Acting Chief Executive

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TISHER LINER & CO.

LAWYERS

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Registrar of Titles
Land Titles Office
570 Bourke Street
MELBOURNE VIC 3000

OUR REF: JT/WL:09/0908
CONTACT: Wendy Lamb
DIRECT EMAIL: wlamb@tisherliner.com.au
YOUR REF:
DATE: 15 September 2009

Dear Sir,

Re: Beveridge Land Pty Ltd
Ppty: Stage 1 Camerons Lane, Beveridge
Certificate of Title Volume 11121 Folio 143

We confirm that we act on behalf of the Registered Proprietor of the above property.

We enclose herewith the following for registration by the Registrar of Titles:-

1. Section 181 Application;
2. Section 173 Agreement (Land Owners Obligations);
3. Section 181 Application;
4. Section 173 Agreement (Developer's Obligations).

We hereby request that the enclosed Section 173 Agreements be lodged and registered as pre-dealings to Plan of Subdivision No. 617320S – Stage 1 which was lodged with the Registrar on 8 September 2009.

Yours faithfully
TISHER LINER & CO.

per

Jonathan Tisher
Partner

Enc.

JONATHAN PAUL TISHER
of 317 Latrobe Street, Melbourne 3000
A natural person who is an Australian Legal Practitioner within the meaning of the Legal Profession Act 2004.

317 LaTrobe Street, Melbourne Victoria 3000 **Telephone:** (03) 9602 4055 Facsimile: (03) 9670 6359
DX 181 Melbourne Web: www.tisherliner.com.au E-mail: office@tisherliner.com.au

PARTNERS: FRANK TISHER LL.B (Hons.) B Comm. Accredited Property Law Specialist. ◆ DENNIS LINER B Juris. LL.B FTIA Accredited Valuation Specialist. ◆ ALAN GOLDSTONE LL.B
SIMON ABRAHAM LL.B, B Ec Accredited Commercial Litigation Specialist. ◆ JONATHAN TISHER LL.B (Hons.) B Sc (Hons.) SAM RECHT
ASSOCIATES: PHILLIP LEAMAN LL.B (Hons.) B Comm. JENNY GARNHAM LL.B.

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS617320S

The land in PS617320S is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 300, 902 - 916, 918 - 928, 1201 - 1236, 1401 - 1444, 1501 - 1544, 1601 - 1634, 1701 - 1746, 1801 - 1817, 1901 - 1910, 2001 - 2040, 2101 - 2150, 2301 - 2372, 2701 - 2738, 2801 - 2833, 2901 - 2928, 3001 - 3033, 3101 - 3143, 3201 - 3236, 3301 - 3331, 3401 - 3434, 3501 - 3531, 3601 - 3631, 3701 - 3744, 3801 - 3856, 3901 - 3938, 4001 - 4036, 4101 - 4138, 4201 - 4237, 4301 - 4352, 4401 - 4422, 4501 - 4518, 4601 - 4621, 4623 - 4646, 4701 - 4731, 4801 - 4838, 4901 - 4927, 5001 - 5021, 5101 - 5128, 5201 - 5231, 5301 - 5335, 5401 - 5438, 5501 - 5535, 5601 - 5640, 6001 - 6017, 6101 - 6129, 6301 - 6317, 6401 - 6451, 6501 - 6519, 6601 - 6623, 6701 - 6727, 8101 - 8149, 9701 - 9711, S3, S71.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

THE KNIGHT, LEVEL 1 204 BALACLAVA ROAD CAULFIELD NORTH VIC 3161

PS617320S/S54 11/10/2023

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. AH448929E 24/08/2010

Additional Owners Corporation Information:

OC005450Q 01/10/2009

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 33	100	100
Lot 34	100	100
Lot 35	100	100
Lot 36	100	100
Lot 37	100	100
Lot 38	100	100
Lot 39	100	100
Lot 40	100	100
Lot 41	100	100
Lot 42	100	100
Lot 43	100	100
Lot 44	100	100
Lot 45	100	100
Lot 46	100	100
Lot 47	100	100
Lot 48	100	100
Lot 49	100	100
Lot 50	100	100
Lot 51	100	100
Lot 52	100	100
Lot 53	100	100
Lot 54	100	100
Lot 55	100	100
Lot 56	100	100
Lot 57	100	100
Lot 58	100	100
Lot 59	100	100
Lot 60	100	100
Lot 61	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 62	100	100
Lot 63	100	100
Lot 64	100	100
Lot 65	100	100
Lot 66	100	100
Lot 67	100	100
Lot 68	100	100
Lot 69	100	100
Lot 70	100	100
Lot 71	100	100
Lot 72	100	100
Lot 73	100	100
Lot 74	100	100
Lot 75	100	100
Lot 76	100	100
Lot 77	100	100
Lot 78	100	100
Lot 79	100	100
Lot 80	100	100
Lot 81	100	100
Lot 82	100	100
Lot 83	100	100
Lot 84	100	100
Lot 85	100	100
Lot 86	100	100
Lot 87	100	100
Lot 88	100	100
Lot 89	100	100
Lot 90	100	100

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ABN 86 627 986 396

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 91	100	100
Lot 92	100	100
Lot 93	100	100
Lot 94	100	100
Lot 95	100	100
Lot 96	100	100
Lot 97	100	100
Lot 98	100	100
Lot 99	100	100
Lot 100	100	100
Lot 101	100	100
Lot 102	100	100
Lot 103	100	100
Lot 104	100	100
Lot 105	100	100
Lot 106	100	100
Lot 107	100	100
Lot 108	100	100
Lot 109	100	100
Lot 110	100	100
Lot 111	100	100
Lot 112	100	100
Lot 113	100	100
Lot 114	100	100
Lot 115	100	100
Lot 116	100	100
Lot 117	100	100
Lot 118	100	100
Lot 119	100	100

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 120	100	100
Lot 121	100	100
Lot 122	100	100
Lot 123	100	100
Lot 124	100	100
Lot 125	100	100
Lot 126	100	100
Lot 127	100	100
Lot 128	100	100
Lot 129	100	100
Lot 130	100	100
Lot 131	100	100
Lot 132	100	100
Lot 133	100	100
Lot 134	100	100
Lot 135	100	100
Lot 136	100	100
Lot 137	100	100
Lot 138	100	100
Lot 139	100	100
Lot 140	100	100
Lot 141	100	100
Lot 142	100	100
Lot 143	100	100
Lot 144	100	100
Lot 145	100	100
Lot 146	100	100
Lot 147	100	100
Lot 148	100	100

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PLAN NO. PS617320S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 149	100	100
Lot 150	100	100
Lot 151	100	100
Lot 152	100	100
Lot 153	100	100
Lot 154	100	100
Lot 155	100	100
Lot 156	100	100
Lot 157	100	100
Lot 158	100	100
Lot 159	100	100
Lot 160	100	100
Lot 161	100	100
Lot 162	100	100
Lot 163	100	100
Lot 164	100	100
Lot 165	100	100
Lot 166	100	100
Lot 167	100	100
Lot 168	100	100
Lot 169	100	100
Lot 170	100	100
Lot 171	100	100
Lot 172	100	100
Lot 173	100	100
Lot 174	100	100
Lot 175	100	100
Lot 176	100	100
Lot 177	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 178	100	100
Lot 179	100	100
Lot 180	100	100
Lot 181	100	100
Lot 182	100	100
Lot 183	100	100
Lot 184	100	100
Lot 185	100	100
Lot 186	100	100
Lot 187	100	100
Lot 188	100	100
Lot 189	100	100
Lot 190	100	100
Lot 191	100	100
Lot 192	100	100
Lot 193	100	100
Lot 194	100	100
Lot 195	100	100
Lot 196	100	100
Lot 197	100	100
Lot 198	100	100
Lot 199	100	100
Lot 200	100	100
Lot 201	100	100
Lot 202	100	100
Lot 203	100	100
Lot 204	100	100
Lot 205	100	100
Lot 206	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 207	100	100
Lot 208	100	100
Lot 209	100	100
Lot 210	100	100
Lot 211	100	100
Lot 212	100	100
Lot 213	100	100
Lot 214	100	100
Lot 215	100	100
Lot 216	100	100
Lot 217	100	100
Lot 218	100	100
Lot 219	100	100
Lot 220	100	100
Lot 221	100	100
Lot 222	100	100
Lot 223	100	100
Lot 224	100	100
Lot 225	100	100
Lot 226	100	100
Lot 227	100	100
Lot 228	100	100
Lot 229	100	100
Lot 230	100	100
Lot 231	100	100
Lot 232	100	100
Lot 233	100	100
Lot 234	100	100
Lot 235	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 236	100	100
Lot 237	100	100
Lot 238	100	100
Lot 239	100	100
Lot 240	100	100
Lot 241	100	100
Lot 242	100	100
Lot 243	100	100
Lot 244	100	100
Lot 245	100	100
Lot 246	100	100
Lot 247	100	100
Lot 248	100	100
Lot 249	100	100
Lot 250	100	100
Lot 251	100	100
Lot 252	100	100
Lot 253	100	100
Lot 254	100	100
Lot 255	100	100
Lot 256	100	100
Lot 257	100	100
Lot 258	100	100
Lot 259	100	100
Lot 260	100	100
Lot 261	100	100
Lot 262	100	100
Lot 263	100	100
Lot 264	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 265	100	100
Lot 266	100	100
Lot 267	100	100
Lot 268	100	100
Lot 269	100	100
Lot 270	100	100
Lot 271	100	100
Lot 272	100	100
Lot 273	100	100
Lot 274	100	100
Lot 275	100	100
Lot 276	100	100
Lot 277	100	100
Lot 278	100	100
Lot 279	100	100
Lot 280	100	100
Lot 281	100	100
Lot 282	100	100
Lot 283	100	100
Lot 284	100	100
Lot 285	100	100
Lot 286	100	100
Lot 287	100	100
Lot 288	100	100
Lot 289	100	100
Lot 290	100	100
Lot 291	100	100
Lot 292	100	100
Lot 293	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 294	100	100
Lot 295	100	100
Lot 296	100	100
Lot 297	100	100
Lot 298	100	100
Lot 299	100	100
Lot 300	100	100
Lot 902	100	100
Lot 903	100	100
Lot 904	100	100
Lot 905	100	100
Lot 906	100	100
Lot 907	100	100
Lot 908	100	100
Lot 909	100	100
Lot 910	100	100
Lot 911	100	100
Lot 912	100	100
Lot 913	100	100
Lot 914	100	100
Lot 915	100	100
Lot 916	100	100
Lot 918	100	100
Lot 919	100	100
Lot 920	100	100
Lot 921	100	100
Lot 922	100	100
Lot 923	100	100
Lot 924	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 925	100	100
Lot 926	100	100
Lot 927	100	100
Lot 928	100	100
Lot 1201	100	100
Lot 1202	100	100
Lot 1203	100	100
Lot 1204	100	100
Lot 1205	100	100
Lot 1206	100	100
Lot 1207	100	100
Lot 1208	100	100
Lot 1209	100	100
Lot 1210	100	100
Lot 1211	100	100
Lot 1212	100	100
Lot 1213	100	100
Lot 1214	100	100
Lot 1215	100	100
Lot 1216	100	100
Lot 1217	100	100
Lot 1218	100	100
Lot 1219	100	100
Lot 1220	100	100
Lot 1221	100	100
Lot 1222	100	100
Lot 1223	100	100
Lot 1224	100	100
Lot 1225	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1226	100	100
Lot 1227	100	100
Lot 1228	100	100
Lot 1229	100	100
Lot 1230	100	100
Lot 1231	100	100
Lot 1232	100	100
Lot 1233	100	100
Lot 1234	100	100
Lot 1235	100	100
Lot 1236	100	100
Lot 1401	100	100
Lot 1402	100	100
Lot 1403	100	100
Lot 1404	100	100
Lot 1405	100	100
Lot 1406	100	100
Lot 1407	100	100
Lot 1408	100	100
Lot 1409	100	100
Lot 1410	100	100
Lot 1411	100	100
Lot 1412	100	100
Lot 1413	100	100
Lot 1414	100	100
Lot 1415	100	100
Lot 1416	100	100
Lot 1417	100	100
Lot 1418	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1419	100	100
Lot 1420	100	100
Lot 1421	100	100
Lot 1422	100	100
Lot 1423	100	100
Lot 1424	100	100
Lot 1425	100	100
Lot 1426	100	100
Lot 1427	100	100
Lot 1428	100	100
Lot 1429	100	100
Lot 1430	100	100
Lot 1431	100	100
Lot 1432	100	100
Lot 1433	100	100
Lot 1434	100	100
Lot 1435	100	100
Lot 1436	100	100
Lot 1437	100	100
Lot 1438	100	100
Lot 1439	100	100
Lot 1440	100	100
Lot 1441	100	100
Lot 1442	100	100
Lot 1443	100	100
Lot 1444	100	100
Lot 1501	100	100
Lot 1502	100	100
Lot 1503	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1504	100	100
Lot 1505	100	100
Lot 1506	100	100
Lot 1507	100	100
Lot 1508	100	100
Lot 1509	100	100
Lot 1510	100	100
Lot 1511	100	100
Lot 1512	100	100
Lot 1513	100	100
Lot 1514	100	100
Lot 1515	100	100
Lot 1516	100	100
Lot 1517	100	100
Lot 1518	100	100
Lot 1519	100	100
Lot 1520	100	100
Lot 1521	100	100
Lot 1522	100	100
Lot 1523	100	100
Lot 1524	100	100
Lot 1525	100	100
Lot 1526	100	100
Lot 1527	100	100
Lot 1528	100	100
Lot 1529	100	100
Lot 1530	100	100
Lot 1531	100	100
Lot 1532	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1533	100	100
Lot 1534	100	100
Lot 1535	100	100
Lot 1536	100	100
Lot 1537	100	100
Lot 1538	100	100
Lot 1539	100	100
Lot 1540	100	100
Lot 1541	100	100
Lot 1542	100	100
Lot 1543	100	100
Lot 1544	100	100
Lot 1601	100	100
Lot 1602	100	100
Lot 1603	100	100
Lot 1604	100	100
Lot 1605	100	100
Lot 1606	100	100
Lot 1607	100	100
Lot 1608	100	100
Lot 1609	100	100
Lot 1610	100	100
Lot 1611	100	100
Lot 1612	100	100
Lot 1613	100	100
Lot 1614	100	100
Lot 1615	100	100
Lot 1616	100	100
Lot 1617	100	100

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PLAN NO. PS617320S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1618	100	100
Lot 1619	100	100
Lot 1620	100	100
Lot 1621	100	100
Lot 1622	100	100
Lot 1623	100	100
Lot 1624	100	100
Lot 1625	100	100
Lot 1626	100	100
Lot 1627	100	100
Lot 1628	100	100
Lot 1629	100	100
Lot 1630	100	100
Lot 1631	100	100
Lot 1632	100	100
Lot 1633	100	100
Lot 1634	100	100
Lot 1701	100	100
Lot 1702	100	100
Lot 1703	100	100
Lot 1704	100	100
Lot 1705	100	100
Lot 1706	100	100
Lot 1707	100	100
Lot 1708	100	100
Lot 1709	100	100
Lot 1710	100	100
Lot 1711	100	100
Lot 1712	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1713	100	100
Lot 1714	100	100
Lot 1715	100	100
Lot 1716	100	100
Lot 1717	100	100
Lot 1718	100	100
Lot 1719	100	100
Lot 1720	100	100
Lot 1721	100	100
Lot 1722	100	100
Lot 1723	100	100
Lot 1724	100	100
Lot 1725	100	100
Lot 1726	100	100
Lot 1727	100	100
Lot 1728	100	100
Lot 1729	100	100
Lot 1730	100	100
Lot 1731	100	100
Lot 1732	100	100
Lot 1733	100	100
Lot 1734	100	100
Lot 1735	100	100
Lot 1736	100	100
Lot 1737	100	100
Lot 1738	100	100
Lot 1739	100	100
Lot 1740	100	100
Lot 1741	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1742	100	100
Lot 1743	100	100
Lot 1744	100	100
Lot 1745	100	100
Lot 1746	100	100
Lot 1801	100	100
Lot 1802	100	100
Lot 1803	100	100
Lot 1804	100	100
Lot 1805	100	100
Lot 1806	100	100
Lot 1807	100	100
Lot 1808	100	100
Lot 1809	100	100
Lot 1810	100	100
Lot 1811	100	100
Lot 1812	100	100
Lot 1813	100	100
Lot 1814	100	100
Lot 1815	100	100
Lot 1816	100	100
Lot 1817	100	100
Lot 1901	100	100
Lot 1902	100	100
Lot 1903	100	100
Lot 1904	100	100
Lot 1905	100	100
Lot 1906	100	100
Lot 1907	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1908	100	100
Lot 1909	100	100
Lot 1910	100	100
Lot 2001	100	100
Lot 2002	100	100
Lot 2003	100	100
Lot 2004	100	100
Lot 2005	100	100
Lot 2006	100	100
Lot 2007	100	100
Lot 2008	100	100
Lot 2009	100	100
Lot 2010	100	100
Lot 2011	100	100
Lot 2012	100	100
Lot 2013	100	100
Lot 2014	100	100
Lot 2015	100	100
Lot 2016	100	100
Lot 2017	100	100
Lot 2018	100	100
Lot 2019	100	100
Lot 2020	100	100
Lot 2021	100	100
Lot 2022	100	100
Lot 2023	100	100
Lot 2024	100	100
Lot 2025	100	100
Lot 2026	100	100

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Land Parcel	Entitlement	Liability
Lot 2027	100	100
Lot 2028	100	100
Lot 2029	100	100
Lot 2030	100	100
Lot 2031	100	100
Lot 2032	100	100
Lot 2033	100	100
Lot 2034	100	100
Lot 2035	100	100
Lot 2036	100	100
Lot 2037	100	100
Lot 2038	100	100
Lot 2039	100	100
Lot 2040	100	100
Lot 2101	100	100
Lot 2102	100	100
Lot 2103	100	100
Lot 2104	100	100
Lot 2105	100	100
Lot 2106	100	100
Lot 2107	100	100
Lot 2108	100	100
Lot 2109	100	100
Lot 2110	100	100
Lot 2111	100	100
Lot 2112	100	100
Lot 2113	100	100
Lot 2114	100	100
Lot 2115	100	100

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PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2116	100	100
Lot 2117	100	100
Lot 2118	100	100
Lot 2119	100	100
Lot 2120	100	100
Lot 2121	100	100
Lot 2122	100	100
Lot 2123	100	100
Lot 2124	100	100
Lot 2125	100	100
Lot 2126	100	100
Lot 2127	100	100
Lot 2128	100	100
Lot 2129	100	100
Lot 2130	100	100
Lot 2131	100	100
Lot 2132	100	100
Lot 2133	100	100
Lot 2134	100	100
Lot 2135	100	100
Lot 2136	100	100
Lot 2137	100	100
Lot 2138	100	100
Lot 2139	100	100
Lot 2140	100	100
Lot 2141	100	100
Lot 2142	100	100
Lot 2143	100	100
Lot 2144	100	100

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2145	100	100
Lot 2146	100	100
Lot 2147	100	100
Lot 2148	100	100
Lot 2149	100	100
Lot 2150	100	100
Lot 2301	100	100
Lot 2302	100	100
Lot 2303	100	100
Lot 2304	100	100
Lot 2305	100	100
Lot 2306	100	100
Lot 2307	100	100
Lot 2308	100	100
Lot 2309	100	100
Lot 2310	100	100
Lot 2311	100	100
Lot 2312	100	100
Lot 2313	100	100
Lot 2314	100	100
Lot 2315	100	100
Lot 2316	100	100
Lot 2317	100	100
Lot 2318	100	100
Lot 2319	100	100
Lot 2320	100	100
Lot 2321	100	100
Lot 2322	100	100
Lot 2323	100	100

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2324	100	100
Lot 2325	100	100
Lot 2326	100	100
Lot 2327	100	100
Lot 2328	100	100
Lot 2329	100	100
Lot 2330	100	100
Lot 2331	100	100
Lot 2332	100	100
Lot 2333	100	100
Lot 2334	100	100
Lot 2335	100	100
Lot 2336	100	100
Lot 2337	100	100
Lot 2338	100	100
Lot 2339	100	100
Lot 2340	100	100
Lot 2341	100	100
Lot 2342	100	100
Lot 2343	100	100
Lot 2344	100	100
Lot 2345	100	100
Lot 2346	100	100
Lot 2347	100	100
Lot 2348	100	100
Lot 2349	100	100
Lot 2350	100	100
Lot 2351	100	100
Lot 2352	100	100

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2353	100	100
Lot 2354	100	100
Lot 2355	100	100
Lot 2356	100	100
Lot 2357	100	100
Lot 2358	100	100
Lot 2359	100	100
Lot 2360	100	100
Lot 2361	100	100
Lot 2362	100	100
Lot 2363	100	100
Lot 2364	100	100
Lot 2365	100	100
Lot 2366	100	100
Lot 2367	100	100
Lot 2368	100	100
Lot 2369	100	100
Lot 2370	100	100
Lot 2371	100	100
Lot 2372	100	100
Lot 2701	100	100
Lot 2702	100	100
Lot 2703	100	100
Lot 2704	100	100
Lot 2705	100	100
Lot 2706	100	100
Lot 2707	100	100
Lot 2708	100	100
Lot 2709	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2710	100	100
Lot 2711	100	100
Lot 2712	100	100
Lot 2713	100	100
Lot 2714	100	100
Lot 2715	100	100
Lot 2716	100	100
Lot 2717	100	100
Lot 2718	100	100
Lot 2719	100	100
Lot 2720	100	100
Lot 2721	100	100
Lot 2722	100	100
Lot 2723	100	100
Lot 2724	100	100
Lot 2725	100	100
Lot 2726	100	100
Lot 2727	100	100
Lot 2728	100	100
Lot 2729	100	100
Lot 2730	100	100
Lot 2731	100	100
Lot 2732	100	100
Lot 2733	100	100
Lot 2734	100	100
Lot 2735	100	100
Lot 2736	100	100
Lot 2737	100	100
Lot 2738	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2801	100	100
Lot 2802	100	100
Lot 2803	100	100
Lot 2804	100	100
Lot 2805	100	100
Lot 2806	100	100
Lot 2807	100	100
Lot 2808	100	100
Lot 2809	100	100
Lot 2810	100	100
Lot 2811	100	100
Lot 2812	100	100
Lot 2813	100	100
Lot 2814	100	100
Lot 2815	100	100
Lot 2816	100	100
Lot 2817	100	100
Lot 2818	100	100
Lot 2819	100	100
Lot 2820	100	100
Lot 2821	100	100
Lot 2822	100	100
Lot 2823	100	100
Lot 2824	100	100
Lot 2825	100	100
Lot 2826	100	100
Lot 2827	100	100
Lot 2828	100	100
Lot 2829	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2830	100	100
Lot 2831	100	100
Lot 2832	100	100
Lot 2833	100	100
Lot 2901	100	100
Lot 2902	100	100
Lot 2903	100	100
Lot 2904	100	100
Lot 2905	100	100
Lot 2906	100	100
Lot 2907	100	100
Lot 2908	100	100
Lot 2909	100	100
Lot 2910	100	100
Lot 2911	100	100
Lot 2912	100	100
Lot 2913	100	100
Lot 2914	100	100
Lot 2915	100	100
Lot 2916	100	100
Lot 2917	100	100
Lot 2918	100	100
Lot 2919	100	100
Lot 2920	100	100
Lot 2921	100	100
Lot 2922	100	100
Lot 2923	100	100
Lot 2924	100	100
Lot 2925	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2926	100	100
Lot 2927	100	100
Lot 2928	100	100
Lot 3001	100	100
Lot 3002	100	100
Lot 3003	100	100
Lot 3004	100	100
Lot 3005	100	100
Lot 3006	100	100
Lot 3007	100	100
Lot 3008	100	100
Lot 3009	100	100
Lot 3010	100	100
Lot 3011	100	100
Lot 3012	100	100
Lot 3013	100	100
Lot 3014	100	100
Lot 3015	100	100
Lot 3016	100	100
Lot 3017	100	100
Lot 3018	100	100
Lot 3019	100	100
Lot 3020	100	100
Lot 3021	100	100
Lot 3022	100	100
Lot 3023	100	100
Lot 3024	100	100
Lot 3025	100	100
Lot 3026	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3027	100	100
Lot 3028	100	100
Lot 3029	100	100
Lot 3030	100	100
Lot 3031	100	100
Lot 3032	100	100
Lot 3033	100	100
Lot 3101	100	100
Lot 3102	100	100
Lot 3103	100	100
Lot 3104	100	100
Lot 3105	100	100
Lot 3106	100	100
Lot 3107	100	100
Lot 3108	100	100
Lot 3109	100	100
Lot 3110	100	100
Lot 3111	100	100
Lot 3112	100	100
Lot 3113	100	100
Lot 3114	100	100
Lot 3115	100	100
Lot 3116	100	100
Lot 3117	100	100
Lot 3118	100	100
Lot 3119	100	100
Lot 3120	100	100
Lot 3121	100	100
Lot 3122	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3123	100	100
Lot 3124	100	100
Lot 3125	100	100
Lot 3126	100	100
Lot 3127	100	100
Lot 3128	100	100
Lot 3129	100	100
Lot 3130	100	100
Lot 3131	100	100
Lot 3132	100	100
Lot 3133	100	100
Lot 3134	100	100
Lot 3135	100	100
Lot 3136	100	100
Lot 3137	100	100
Lot 3138	100	100
Lot 3139	100	100
Lot 3140	100	100
Lot 3141	100	100
Lot 3142	100	100
Lot 3143	100	100
Lot 3201	100	100
Lot 3202	100	100
Lot 3203	100	100
Lot 3204	100	100
Lot 3205	100	100
Lot 3206	100	100
Lot 3207	100	100
Lot 3208	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3209	100	100
Lot 3210	100	100
Lot 3211	100	100
Lot 3212	100	100
Lot 3213	100	100
Lot 3214	100	100
Lot 3215	100	100
Lot 3216	100	100
Lot 3217	100	100
Lot 3218	100	100
Lot 3219	100	100
Lot 3220	100	100
Lot 3221	100	100
Lot 3222	100	100
Lot 3223	100	100
Lot 3224	100	100
Lot 3225	100	100
Lot 3226	100	100
Lot 3227	100	100
Lot 3228	100	100
Lot 3229	100	100
Lot 3230	100	100
Lot 3231	100	100
Lot 3232	100	100
Lot 3233	100	100
Lot 3234	100	100
Lot 3235	100	100
Lot 3236	100	100
Lot 3301	100	100

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PLAN NO. PS617320S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3302	100	100
Lot 3303	100	100
Lot 3304	100	100
Lot 3305	100	100
Lot 3306	100	100
Lot 3307	100	100
Lot 3308	100	100
Lot 3309	100	100
Lot 3310	100	100
Lot 3311	100	100
Lot 3312	100	100
Lot 3313	100	100
Lot 3314	100	100
Lot 3315	100	100
Lot 3316	100	100
Lot 3317	100	100
Lot 3318	100	100
Lot 3319	100	100
Lot 3320	100	100
Lot 3321	100	100
Lot 3322	100	100
Lot 3323	100	100
Lot 3324	100	100
Lot 3325	100	100
Lot 3326	100	100
Lot 3327	100	100
Lot 3328	100	100
Lot 3329	100	100
Lot 3330	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3331	100	100
Lot 3401	100	100
Lot 3402	100	100
Lot 3403	100	100
Lot 3404	100	100
Lot 3405	100	100
Lot 3406	100	100
Lot 3407	100	100
Lot 3408	100	100
Lot 3409	100	100
Lot 3410	100	100
Lot 3411	100	100
Lot 3412	100	100
Lot 3413	100	100
Lot 3414	100	100
Lot 3415	100	100
Lot 3416	100	100
Lot 3417	100	100
Lot 3418	100	100
Lot 3419	100	100
Lot 3420	100	100
Lot 3421	100	100
Lot 3422	100	100
Lot 3423	100	100
Lot 3424	100	100
Lot 3425	100	100
Lot 3426	100	100
Lot 3427	100	100
Lot 3428	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3429	100	100
Lot 3430	100	100
Lot 3431	100	100
Lot 3432	100	100
Lot 3433	100	100
Lot 3434	100	100
Lot 3501	100	100
Lot 3502	100	100
Lot 3503	100	100
Lot 3504	100	100
Lot 3505	100	100
Lot 3506	100	100
Lot 3507	100	100
Lot 3508	100	100
Lot 3509	100	100
Lot 3510	100	100
Lot 3511	100	100
Lot 3512	100	100
Lot 3513	100	100
Lot 3514	100	100
Lot 3515	100	100
Lot 3516	100	100
Lot 3517	100	100
Lot 3518	100	100
Lot 3519	100	100
Lot 3520	100	100
Lot 3521	100	100
Lot 3522	100	100
Lot 3523	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3524	100	100
Lot 3525	100	100
Lot 3526	100	100
Lot 3527	100	100
Lot 3528	100	100
Lot 3529	100	100
Lot 3530	100	100
Lot 3531	100	100
Lot 3601	100	100
Lot 3602	100	100
Lot 3603	100	100
Lot 3604	100	100
Lot 3605	100	100
Lot 3606	100	100
Lot 3607	100	100
Lot 3608	100	100
Lot 3609	100	100
Lot 3610	100	100
Lot 3611	100	100
Lot 3612	100	100
Lot 3613	100	100
Lot 3614	100	100
Lot 3615	100	100
Lot 3616	100	100
Lot 3617	100	100
Lot 3618	100	100
Lot 3619	100	100
Lot 3620	100	100
Lot 3621	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3622	100	100
Lot 3623	100	100
Lot 3624	100	100
Lot 3625	100	100
Lot 3626	100	100
Lot 3627	100	100
Lot 3628	100	100
Lot 3629	100	100
Lot 3630	100	100
Lot 3631	100	100
Lot 3701	100	100
Lot 3702	100	100
Lot 3703	100	100
Lot 3704	100	100
Lot 3705	100	100
Lot 3706	100	100
Lot 3707	100	100
Lot 3708	100	100
Lot 3709	100	100
Lot 3710	100	100
Lot 3711	100	100
Lot 3712	100	100
Lot 3713	100	100
Lot 3714	100	100
Lot 3715	100	100
Lot 3716	100	100
Lot 3717	100	100
Lot 3718	100	100
Lot 3719	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3720	100	100
Lot 3721	100	100
Lot 3722	100	100
Lot 3723	100	100
Lot 3724	100	100
Lot 3725	100	100
Lot 3726	100	100
Lot 3727	100	100
Lot 3728	100	100
Lot 3729	100	100
Lot 3730	100	100
Lot 3731	100	100
Lot 3732	100	100
Lot 3733	100	100
Lot 3734	100	100
Lot 3735	100	100
Lot 3736	100	100
Lot 3737	100	100
Lot 3738	100	100
Lot 3739	100	100
Lot 3740	100	100
Lot 3741	100	100
Lot 3742	100	100
Lot 3743	100	100
Lot 3744	100	100
Lot 3801	100	100
Lot 3802	100	100
Lot 3803	100	100
Lot 3804	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3805	100	100
Lot 3806	100	100
Lot 3807	100	100
Lot 3808	100	100
Lot 3809	100	100
Lot 3810	100	100
Lot 3811	100	100
Lot 3812	100	100
Lot 3813	100	100
Lot 3814	100	100
Lot 3815	100	100
Lot 3816	100	100
Lot 3817	100	100
Lot 3818	100	100
Lot 3819	100	100
Lot 3820	100	100
Lot 3821	100	100
Lot 3822	100	100
Lot 3823	100	100
Lot 3824	100	100
Lot 3825	100	100
Lot 3826	100	100
Lot 3827	100	100
Lot 3828	100	100
Lot 3829	100	100
Lot 3830	100	100
Lot 3831	100	100
Lot 3832	100	100
Lot 3833	100	100

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Land Parcel	Entitlement	Liability
Lot 3834	100	100
Lot 3835	100	100
Lot 3836	100	100
Lot 3837	100	100
Lot 3838	100	100
Lot 3839	100	100
Lot 3840	100	100
Lot 3841	100	100
Lot 3842	100	100
Lot 3843	100	100
Lot 3844	100	100
Lot 3845	100	100
Lot 3846	100	100
Lot 3847	100	100
Lot 3848	100	100
Lot 3849	100	100
Lot 3850	100	100
Lot 3851	100	100
Lot 3852	100	100
Lot 3853	100	100
Lot 3854	100	100
Lot 3855	100	100
Lot 3856	100	100
Lot 3901	100	100
Lot 3902	100	100
Lot 3903	100	100
Lot 3904	100	100
Lot 3905	100	100
Lot 3906	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3907	100	100
Lot 3908	100	100
Lot 3909	100	100
Lot 3910	100	100
Lot 3911	100	100
Lot 3912	100	100
Lot 3913	100	100
Lot 3914	100	100
Lot 3915	100	100
Lot 3916	100	100
Lot 3917	100	100
Lot 3918	100	100
Lot 3919	100	100
Lot 3920	100	100
Lot 3921	100	100
Lot 3922	100	100
Lot 3923	100	100
Lot 3924	100	100
Lot 3925	100	100
Lot 3926	100	100
Lot 3927	100	100
Lot 3928	100	100
Lot 3929	100	100
Lot 3930	100	100
Lot 3931	100	100
Lot 3932	100	100
Lot 3933	100	100
Lot 3934	100	100
Lot 3935	100	100

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3936	100	100
Lot 3937	100	100
Lot 3938	100	100
Lot 4001	100	100
Lot 4002	100	100
Lot 4003	100	100
Lot 4004	100	100
Lot 4005	100	100
Lot 4006	100	100
Lot 4007	100	100
Lot 4008	100	100
Lot 4009	100	100
Lot 4010	100	100
Lot 4011	100	100
Lot 4012	100	100
Lot 4013	100	100
Lot 4014	100	100
Lot 4015	100	100
Lot 4016	100	100
Lot 4017	100	100
Lot 4018	100	100
Lot 4019	100	100
Lot 4020	100	100
Lot 4021	100	100
Lot 4022	100	100
Lot 4023	100	100
Lot 4024	100	100
Lot 4025	100	100
Lot 4026	100	100

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OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4027	100	100
Lot 4028	100	100
Lot 4029	100	100
Lot 4030	100	100
Lot 4031	100	100
Lot 4032	100	100
Lot 4033	100	100
Lot 4034	100	100
Lot 4035	100	100
Lot 4036	100	100
Lot 4101	100	100
Lot 4102	100	100
Lot 4103	100	100
Lot 4104	100	100
Lot 4105	100	100
Lot 4106	100	100
Lot 4107	100	100
Lot 4108	100	100
Lot 4109	100	100
Lot 4110	100	100
Lot 4111	100	100
Lot 4112	100	100
Lot 4113	100	100
Lot 4114	100	100
Lot 4115	100	100
Lot 4116	100	100
Lot 4117	100	100
Lot 4118	100	100
Lot 4119	100	100

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PLAN NO. PS617320S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4120	100	100
Lot 4121	100	100
Lot 4122	100	100
Lot 4123	100	100
Lot 4124	100	100
Lot 4125	100	100
Lot 4126	100	100
Lot 4127	100	100
Lot 4128	100	100
Lot 4129	100	100
Lot 4130	100	100
Lot 4131	100	100
Lot 4132	100	100
Lot 4133	100	100
Lot 4134	100	100
Lot 4135	100	100
Lot 4136	100	100
Lot 4137	100	100
Lot 4138	100	100
Lot 4201	100	100
Lot 4202	100	100
Lot 4203	100	100
Lot 4204	100	100
Lot 4205	100	100
Lot 4206	100	100
Lot 4207	100	100
Lot 4208	100	100
Lot 4209	100	100
Lot 4210	100	100

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PLAN NO. PS617320S

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4211	100	100
Lot 4212	100	100
Lot 4213	100	100
Lot 4214	100	100
Lot 4215	100	100
Lot 4216	100	100
Lot 4217	100	100
Lot 4218	100	100
Lot 4219	100	100
Lot 4220	100	100
Lot 4221	100	100
Lot 4222	100	100
Lot 4223	100	100
Lot 4224	100	100
Lot 4225	100	100
Lot 4226	100	100
Lot 4227	100	100
Lot 4228	100	100
Lot 4229	100	100
Lot 4230	100	100
Lot 4231	100	100
Lot 4232	100	100
Lot 4233	100	100
Lot 4234	100	100
Lot 4235	100	100
Lot 4236	100	100
Lot 4237	100	100
Lot 4301	100	100
Lot 4302	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4303	100	100
Lot 4304	100	100
Lot 4305	100	100
Lot 4306	100	100
Lot 4307	100	100
Lot 4308	100	100
Lot 4309	100	100
Lot 4310	100	100
Lot 4311	100	100
Lot 4312	100	100
Lot 4313	100	100
Lot 4314	100	100
Lot 4315	100	100
Lot 4316	100	100
Lot 4317	100	100
Lot 4318	100	100
Lot 4319	100	100
Lot 4320	100	100
Lot 4321	100	100
Lot 4322	100	100
Lot 4323	100	100
Lot 4324	100	100
Lot 4325	100	100
Lot 4326	100	100
Lot 4327	100	100
Lot 4328	100	100
Lot 4329	100	100
Lot 4330	100	100
Lot 4331	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4332	100	100
Lot 4333	100	100
Lot 4334	100	100
Lot 4335	100	100
Lot 4336	100	100
Lot 4337	100	100
Lot 4338	100	100
Lot 4339	100	100
Lot 4340	100	100
Lot 4341	100	100
Lot 4342	100	100
Lot 4343	100	100
Lot 4344	100	100
Lot 4345	100	100
Lot 4346	100	100
Lot 4347	100	100
Lot 4348	100	100
Lot 4349	100	100
Lot 4350	100	100
Lot 4351	100	100
Lot 4352	100	100
Lot 4401	100	100
Lot 4402	100	100
Lot 4403	100	100
Lot 4404	100	100
Lot 4405	100	100
Lot 4406	100	100
Lot 4407	100	100
Lot 4408	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4409	100	100
Lot 4410	100	100
Lot 4411	100	100
Lot 4412	100	100
Lot 4413	100	100
Lot 4414	100	100
Lot 4415	100	100
Lot 4416	100	100
Lot 4417	100	100
Lot 4418	100	100
Lot 4419	100	100
Lot 4420	100	100
Lot 4421	100	100
Lot 4422	100	100
Lot 4501	100	100
Lot 4502	100	100
Lot 4503	100	100
Lot 4504	100	100
Lot 4505	100	100
Lot 4506	100	100
Lot 4507	100	100
Lot 4508	100	100
Lot 4509	100	100
Lot 4510	100	100
Lot 4511	100	100
Lot 4512	100	100
Lot 4513	100	100
Lot 4514	100	100
Lot 4515	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4516	100	100
Lot 4517	100	100
Lot 4518	100	100
Lot 4601	100	100
Lot 4602	100	100
Lot 4603	100	100
Lot 4604	100	100
Lot 4605	100	100
Lot 4606	100	100
Lot 4607	100	100
Lot 4608	100	100
Lot 4609	100	100
Lot 4610	100	100
Lot 4611	100	100
Lot 4612	100	100
Lot 4613	100	100
Lot 4614	100	100
Lot 4615	100	100
Lot 4616	100	100
Lot 4617	100	100
Lot 4618	100	100
Lot 4619	100	100
Lot 4620	100	100
Lot 4621	100	100
Lot 4623	100	100
Lot 4624	100	100
Lot 4625	100	100
Lot 4626	100	100
Lot 4627	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4628	100	100
Lot 4629	100	100
Lot 4630	100	100
Lot 4631	100	100
Lot 4632	100	100
Lot 4633	100	100
Lot 4634	100	100
Lot 4635	100	100
Lot 4636	100	100
Lot 4637	100	100
Lot 4638	100	100
Lot 4639	100	100
Lot 4640	100	100
Lot 4641	100	100
Lot 4642	100	100
Lot 4643	100	100
Lot 4644	100	100
Lot 4645	100	100
Lot 4646	100	100
Lot 4701	100	100
Lot 4702	100	100
Lot 4703	100	100
Lot 4704	100	100
Lot 4705	100	100
Lot 4706	100	100
Lot 4707	100	100
Lot 4708	100	100
Lot 4709	100	100
Lot 4710	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4711	100	100
Lot 4712	100	100
Lot 4713	100	100
Lot 4714	100	100
Lot 4715	100	100
Lot 4716	100	100
Lot 4717	100	100
Lot 4718	100	100
Lot 4719	100	100
Lot 4720	100	100
Lot 4721	100	100
Lot 4722	100	100
Lot 4723	100	100
Lot 4724	100	100
Lot 4725	100	100
Lot 4726	100	100
Lot 4727	100	100
Lot 4728	100	100
Lot 4729	100	100
Lot 4730	100	100
Lot 4731	100	100
Lot 4801	100	100
Lot 4802	100	100
Lot 4803	100	100
Lot 4804	100	100
Lot 4805	100	100
Lot 4806	100	100
Lot 4807	100	100
Lot 4808	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4809	100	100
Lot 4810	100	100
Lot 4811	100	100
Lot 4812	100	100
Lot 4813	100	100
Lot 4814	100	100
Lot 4815	100	100
Lot 4816	100	100
Lot 4817	100	100
Lot 4818	100	100
Lot 4819	100	100
Lot 4820	100	100
Lot 4821	100	100
Lot 4822	100	100
Lot 4823	100	100
Lot 4824	100	100
Lot 4825	100	100
Lot 4826	100	100
Lot 4827	100	100
Lot 4828	100	100
Lot 4829	100	100
Lot 4830	100	100
Lot 4831	100	100
Lot 4832	100	100
Lot 4833	100	100
Lot 4834	100	100
Lot 4835	100	100
Lot 4836	100	100
Lot 4837	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 4838	100	100
Lot 4901	100	100
Lot 4902	100	100
Lot 4903	100	100
Lot 4904	100	100
Lot 4905	100	100
Lot 4906	100	100
Lot 4907	100	100
Lot 4908	100	100
Lot 4909	100	100
Lot 4910	100	100
Lot 4911	100	100
Lot 4912	100	100
Lot 4913	100	100
Lot 4914	100	100
Lot 4915	100	100
Lot 4916	100	100
Lot 4917	100	100
Lot 4918	100	100
Lot 4919	100	100
Lot 4920	100	100
Lot 4921	100	100
Lot 4922	100	100
Lot 4923	100	100
Lot 4924	100	100
Lot 4925	100	100
Lot 4926	100	100
Lot 4927	100	100
Lot 5001	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5002	100	100
Lot 5003	100	100
Lot 5004	100	100
Lot 5005	100	100
Lot 5006	100	100
Lot 5007	100	100
Lot 5008	100	100
Lot 5009	100	100
Lot 5010	100	100
Lot 5011	100	100
Lot 5012	100	100
Lot 5013	100	100
Lot 5014	100	100
Lot 5015	100	100
Lot 5016	100	100
Lot 5017	100	100
Lot 5018	100	100
Lot 5019	100	100
Lot 5020	100	100
Lot 5021	100	100
Lot 5101	100	100
Lot 5102	100	100
Lot 5103	100	100
Lot 5104	100	100
Lot 5105	100	100
Lot 5106	100	100
Lot 5107	100	100
Lot 5108	100	100
Lot 5109	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5110	100	100
Lot 5111	100	100
Lot 5112	100	100
Lot 5113	100	100
Lot 5114	100	100
Lot 5115	100	100
Lot 5116	100	100
Lot 5117	100	100
Lot 5118	100	100
Lot 5119	100	100
Lot 5120	100	100
Lot 5121	100	100
Lot 5122	100	100
Lot 5123	100	100
Lot 5124	100	100
Lot 5125	100	100
Lot 5126	100	100
Lot 5127	100	100
Lot 5128	100	100
Lot 5201	100	100
Lot 5202	100	100
Lot 5203	100	100
Lot 5204	100	100
Lot 5205	100	100
Lot 5206	100	100
Lot 5207	100	100
Lot 5208	100	100
Lot 5209	100	100
Lot 5210	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5211	100	100
Lot 5212	100	100
Lot 5213	100	100
Lot 5214	100	100
Lot 5215	100	100
Lot 5216	100	100
Lot 5217	100	100
Lot 5218	100	100
Lot 5219	100	100
Lot 5220	100	100
Lot 5221	100	100
Lot 5222	100	100
Lot 5223	100	100
Lot 5224	100	100
Lot 5225	100	100
Lot 5226	100	100
Lot 5227	100	100
Lot 5228	100	100
Lot 5229	100	100
Lot 5230	100	100
Lot 5231	100	100
Lot 5301	100	100
Lot 5302	100	100
Lot 5303	100	100
Lot 5304	100	100
Lot 5305	100	100
Lot 5306	100	100
Lot 5307	100	100
Lot 5308	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5309	100	100
Lot 5310	100	100
Lot 5311	100	100
Lot 5312	100	100
Lot 5313	100	100
Lot 5314	100	100
Lot 5315	100	100
Lot 5316	100	100
Lot 5317	100	100
Lot 5318	100	100
Lot 5319	100	100
Lot 5320	100	100
Lot 5321	100	100
Lot 5322	100	100
Lot 5323	100	100
Lot 5324	100	100
Lot 5325	100	100
Lot 5326	100	100
Lot 5327	100	100
Lot 5328	100	100
Lot 5329	100	100
Lot 5330	100	100
Lot 5331	100	100
Lot 5332	100	100
Lot 5333	100	100
Lot 5334	100	100
Lot 5335	100	100
Lot 5401	100	100
Lot 5402	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5403	100	100
Lot 5404	100	100
Lot 5405	100	100
Lot 5406	100	100
Lot 5407	100	100
Lot 5408	100	100
Lot 5409	100	100
Lot 5410	100	100
Lot 5411	100	100
Lot 5412	100	100
Lot 5413	100	100
Lot 5414	100	100
Lot 5415	100	100
Lot 5416	100	100
Lot 5417	100	100
Lot 5418	100	100
Lot 5419	100	100
Lot 5420	100	100
Lot 5421	100	100
Lot 5422	100	100
Lot 5423	100	100
Lot 5424	100	100
Lot 5425	100	100
Lot 5426	100	100
Lot 5427	100	100
Lot 5428	100	100
Lot 5429	100	100
Lot 5430	100	100
Lot 5431	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5432	100	100
Lot 5433	100	100
Lot 5434	100	100
Lot 5435	100	100
Lot 5436	100	100
Lot 5437	100	100
Lot 5438	100	100
Lot 5501	100	100
Lot 5502	100	100
Lot 5503	100	100
Lot 5504	100	100
Lot 5505	100	100
Lot 5506	100	100
Lot 5507	100	100
Lot 5508	100	100
Lot 5509	100	100
Lot 5510	100	100
Lot 5511	100	100
Lot 5512	100	100
Lot 5513	100	100
Lot 5514	100	100
Lot 5515	100	100
Lot 5516	100	100
Lot 5517	100	100
Lot 5518	100	100
Lot 5519	100	100
Lot 5520	100	100
Lot 5521	100	100
Lot 5522	100	100

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Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 5523	100	100
Lot 5524	100	100
Lot 5525	100	100
Lot 5526	100	100
Lot 5527	100	100
Lot 5528	100	100
Lot 5529	100	100
Lot 5530	100	100
Lot 5531	100	100
Lot 5532	100	100
Lot 5533	100	100
Lot 5534	100	100
Lot 5535	100	100
Lot 5601	100	100
Lot 5602	100	100
Lot 5603	100	100
Lot 5604	100	100
Lot 5605	100	100
Lot 5606	100	100
Lot 5607	100	100
Lot 5608	100	100
Lot 5609	100	100
Lot 5610	100	100
Lot 5611	100	100
Lot 5612	100	100
Lot 5613	100	100
Lot 5614	100	100
Lot 5615	100	100
Lot 5616	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2025 03:57:13 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5617	100	100
Lot 5618	100	100
Lot 5619	100	100
Lot 5620	100	100
Lot 5621	100	100
Lot 5622	100	100
Lot 5623	100	100
Lot 5624	100	100
Lot 5625	100	100
Lot 5626	100	100
Lot 5627	100	100
Lot 5628	100	100
Lot 5629	100	100
Lot 5630	100	100
Lot 5631	100	100
Lot 5632	100	100
Lot 5633	100	100
Lot 5634	100	100
Lot 5635	100	100
Lot 5636	100	100
Lot 5637	100	100
Lot 5638	100	100
Lot 5639	100	100
Lot 5640	100	100
Lot 6001	100	100
Lot 6002	100	100
Lot 6003	100	100
Lot 6004	100	100
Lot 6005	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2025 03:57:13 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6006	100	100
Lot 6007	100	100
Lot 6008	100	100
Lot 6009	100	100
Lot 6010	100	100
Lot 6011	100	100
Lot 6012	100	100
Lot 6013	100	100
Lot 6014	100	100
Lot 6015	100	100
Lot 6016	100	100
Lot 6017	100	100
Lot 6101	100	100
Lot 6102	100	100
Lot 6103	100	100
Lot 6104	100	100
Lot 6105	100	100
Lot 6106	100	100
Lot 6107	100	100
Lot 6108	100	100
Lot 6109	100	100
Lot 6110	100	100
Lot 6111	100	100
Lot 6112	100	100
Lot 6113	100	100
Lot 6114	100	100
Lot 6115	100	100
Lot 6116	100	100
Lot 6117	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2025 03:57:13 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6118	100	100
Lot 6119	100	100
Lot 6120	100	100
Lot 6121	100	100
Lot 6122	100	100
Lot 6123	100	100
Lot 6124	100	100
Lot 6125	100	100
Lot 6126	100	100
Lot 6127	100	100
Lot 6128	100	100
Lot 6129	100	100
Lot 6301	100	100
Lot 6302	100	100
Lot 6303	100	100
Lot 6304	100	100
Lot 6305	100	100
Lot 6306	100	100
Lot 6307	100	100
Lot 6308	100	100
Lot 6309	100	100
Lot 6310	100	100
Lot 6311	100	100
Lot 6312	100	100
Lot 6313	100	100
Lot 6314	100	100
Lot 6315	100	100
Lot 6316	100	100
Lot 6317	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2025 03:57:13 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6401	100	100
Lot 6402	100	100
Lot 6403	100	100
Lot 6404	100	100
Lot 6405	100	100
Lot 6406	100	100
Lot 6407	100	100
Lot 6408	100	100
Lot 6409	100	100
Lot 6410	100	100
Lot 6411	100	100
Lot 6412	100	100
Lot 6413	100	100
Lot 6414	100	100
Lot 6415	100	100
Lot 6416	100	100
Lot 6417	100	100
Lot 6418	100	100
Lot 6419	100	100
Lot 6420	100	100
Lot 6421	100	100
Lot 6422	100	100
Lot 6423	100	100
Lot 6424	100	100
Lot 6425	100	100
Lot 6426	100	100
Lot 6427	100	100
Lot 6428	100	100
Lot 6429	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
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Owners Corporation Search Report

Produced: 01/08/2025 03:57:13 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6430	100	100
Lot 6431	100	100
Lot 6432	100	100
Lot 6433	100	100
Lot 6434	100	100
Lot 6435	100	100
Lot 6436	100	100
Lot 6437	100	100
Lot 6438	100	100
Lot 6439	100	100
Lot 6440	100	100
Lot 6441	100	100
Lot 6442	100	100
Lot 6443	100	100
Lot 6444	100	100
Lot 6445	100	100
Lot 6446	100	100
Lot 6447	100	100
Lot 6448	100	100
Lot 6449	100	100
Lot 6450	100	100
Lot 6451	100	100
Lot 6501	100	100
Lot 6502	100	100
Lot 6503	100	100
Lot 6504	100	100
Lot 6505	100	100
Lot 6506	100	100
Lot 6507	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2025 03:57:13 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6508	100	100
Lot 6509	100	100
Lot 6510	100	100
Lot 6511	100	100
Lot 6512	100	100
Lot 6513	100	100
Lot 6514	100	100
Lot 6515	100	100
Lot 6516	100	100
Lot 6517	100	100
Lot 6518	100	100
Lot 6519	100	100
Lot 6601	100	100
Lot 6602	100	100
Lot 6603	100	100
Lot 6604	100	100
Lot 6605	100	100
Lot 6606	100	100
Lot 6607	100	100
Lot 6608	100	100
Lot 6609	100	100
Lot 6610	100	100
Lot 6611	100	100
Lot 6612	100	100
Lot 6613	100	100
Lot 6614	100	100
Lot 6615	100	100
Lot 6616	100	100
Lot 6617	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/08/2025 03:57:13 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6618	100	100
Lot 6619	100	100
Lot 6620	100	100
Lot 6621	100	100
Lot 6622	100	100
Lot 6623	100	100
Lot 6701	100	100
Lot 6702	100	100
Lot 6703	100	100
Lot 6704	100	100
Lot 6705	100	100
Lot 6706	100	100
Lot 6707	100	100
Lot 6708	100	100
Lot 6709	100	100
Lot 6710	100	100
Lot 6711	100	100
Lot 6712	100	100
Lot 6713	100	100
Lot 6714	100	100
Lot 6715	100	100
Lot 6716	100	100
Lot 6717	100	100
Lot 6718	100	100
Lot 6719	100	100
Lot 6720	100	100
Lot 6721	100	100
Lot 6722	100	100
Lot 6723	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Owners Corporation Search Report

Produced: 01/08/2025 03:57:13 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6724	100	100
Lot 6725	100	100
Lot 6726	100	100
Lot 6727	100	100
Lot 8101	100	100
Lot 8102	100	100
Lot 8103	100	100
Lot 8104	100	100
Lot 8105	100	100
Lot 8106	100	100
Lot 8107	100	100
Lot 8108	100	100
Lot 8109	100	100
Lot 8110	100	100
Lot 8111	100	100
Lot 8112	100	100
Lot 8113	100	100
Lot 8114	100	100
Lot 8115	100	100
Lot 8116	100	100
Lot 8117	100	100
Lot 8118	100	100
Lot 8119	100	100
Lot 8120	100	100
Lot 8121	100	100
Lot 8122	100	100
Lot 8123	100	100
Lot 8124	100	100
Lot 8125	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Owners Corporation Search Report

Produced: 01/08/2025 03:57:13 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 8126	100	100
Lot 8127	100	100
Lot 8128	100	100
Lot 8129	100	100
Lot 8130	100	100
Lot 8131	100	100
Lot 8132	100	100
Lot 8133	100	100
Lot 8134	100	100
Lot 8135	100	100
Lot 8136	100	100
Lot 8137	100	100
Lot 8138	100	100
Lot 8139	100	100
Lot 8140	100	100
Lot 8141	100	100
Lot 8142	100	100
Lot 8143	100	100
Lot 8144	100	100
Lot 8145	100	100
Lot 8146	100	100
Lot 8147	100	100
Lot 8148	100	100
Lot 8149	100	100
Lot 9701	100	100
Lot 9702	100	100
Lot 9703	100	100
Lot 9704	100	100
Lot 9705	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Owners Corporation Search Report

Produced: 01/08/2025 03:57:13 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 9706	100	100
Lot 9707	100	100
Lot 9708	100	100
Lot 9709	100	100
Lot 9710	100	100
Lot 9711	100	100
Lot S3	100	100
Lot S71	1	1
Total	**201101.00**	**201101.00**

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.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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 01/08/2025 03:57:16 PM

Status	Registered	Dealing Number	AY451844W
Date and Time Lodged	30/09/2024 03:34:18 PM		

Lodger Details

Lodger Code	18440T
Name	MSA NATIONAL
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction VICTORIA

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

Land Title Reference
11321/078

Transferor(s)

Given Name(s)	MANPREET
Family Name	KAUR

Estate and/or Interest being transferred
Fee Simple

Consideration
$AUD 660000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	METIN EKREM
Family Name	TURKOZU
Address	
Street Number	123
Street Name	MANDALAY
Street Type	CIRCUIT

Reference :
Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality	BEVERIDGE
State	VIC
Postcode	3753

Given Name(s)	STEPHANIE LOUISE
Family Name	TURKOZU
Address	
Street Number	123
Street Name	MANDALAY
Street Type	CIRCUIT
Locality	BEVERIDGE
State	VIC
Postcode	3753

Duty Transaction ID
6089195

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	METIN EKREM TURKOZU STEPHANIE LOUISE TURKOZU
Signer Name	VESNA TANEVSKI
Signer Organisation	LANDMARK CONVEYANCING GROUP PTY LTD
Signer Role	CONVEYANCING PRACTICE
Execution Date	30 SEPTEMBER 2024

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	MANPREET KAUR
Signer Name	RAJBIR KAUR
Signer Organisation	GILL CONVEYANCING
Signer Role	LICENSED CONVEYANCER
Execution Date	30 SEPTEMBER 2024

Reference :
Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

File Notes:
NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

Reference :
Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

MITCHELL SHIRE COUNCIL

Mitchell Shire Council
ABN 27 352 592 142

113 High Street,
Broadford Vic 3658
DX 37310 Kilmore

T (03) 5734 6200
F (03) 5734 6222
E mitchell@mitchellshire.vic.gov.au

23 June 2025

M E Turkozu & S L Turkozu
123 Mandalay Circuit
BEVERIDGE VIC 3753

MUNICIPAL RATES AND CHARGES STATEMENT AS AT: 23 June 2025

Property: 123 Mandalay Circuit BEVERIDGE VIC 3753 Lot 288 PS 617320 Vol 11321 Fol 078	
Owner Details: Metin Ekrem Turkozu & Stephanie Louise Turkozu	
Property Number: 119695	
Net Annual Value: $32,150	**Site Value:** $342,000
Capital Improved Value (CIV): $643,000	**Valuation Effective Date:** 01/07/2024

Financial Year 1/7/2024 - 30/06/2025

Brought Forward	$0.00
General Rates and Charges Including Supplementary Rates (Excl Rebates)	$2,244.35
Fire Services Levy (Excl Rebates)	$187.90
Adjustments (Including Interest and Legal Costs where applicable)	$0.00
Payments and any Rebates	-$2,432.25
Total Balance Outstanding	$0.00

This notice does not replace any notices that have been served in accordance with the Local Government Act 1989. The service of this notice does not prejudice the Council's right to issue legal proceedings to recover any amount unpaid after the due date or in arrears.

Mitchell Shire Council respects your privacy. The Council collects personal information in order to carry out its functions and powers as well as for statutory purposes pursuant to the Local Government Act 1989 or any other Act. Council will only use personal information to carry out its functions and powers and not for any other purpose. Information held by the Council may be given to others where there is a law specifically authorising that the information be provided.

You have a right to access your personal information and you may correct any information held by the council by notifying the correction in writing.

If you have any further queries on this matter please do not hesitate to contact the Council's Service Centre on Phone 03 5734 6200, fax 03 5734 6222 or via email to mitchell@mitchellshire.vic.gov.au .

BPAY **Biller Code: 93807** **Ref: 1196955**

BPOINT Bill Payment **Biller Code: 93807** **Ref#: 1196955**

INTERNET Go to www.bpoint.com.au
PHONE: Phone 1300 BPOINT

POST billpay **Billpay Code: 9190** **Ref: 1196 9534**

Total Rates: *71 190 119695 34

BPAY VIEW View and pay this bill using internet banking
BPayView Registration No.: 1196955

Property ID: 119695
Amount Outstanding: $0.00

Property Address: 123 Mandalay Circuit BEVERIDGE VIC 3753
Ratepayer: M E Turkozu & S L Turkozu

Your quarterly bill

Yarra Valley Water

Enquiries	1300 304 688
Faults (24/7)	13 27 62

Account number	90 4332 4373
Invoice number	9048 1037 25696
Issue date	19 Dec 2024

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Emailed to: metinturkozu1992@gmail.com
MR M & MRS S TURKOZU
123 MANDALAY CCT
BEVERIDGE VIC 3753

Amount due	Direct debit
$171.13	**9 Jan 2025**

Summary

123 MANDALAY CCT, BEVERIDGE

Property Number 5042 648, LOT 288 PS 617320

Product/Service	**Amount**
Water Supply System Charge	$20.86
Sewerage System Charge	$119.50
Yarra Valley Water Total	**$140.36**
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	$30.77
TOTAL (GST does not apply)	**$171.13**

No water usage has been charged on this account.

Payment summary

Last Account	$0.00
Paid/Adjusted	$0.00
Balance	$0.00
Total this Account	+$171.13
Total Balance	**$171.13**

Yarra Valley Water

How to pay

*3042 904810372569 6

Direct debit
Sign up for Direct Debit at **yvw.com.au/directdebit** or call **1300 304 688.**

EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **904370975**

BPAY®
Biller code: **344366**
Ref: **904 3324 3739**

Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payments.
Visit **yvw.com.au/paying**
CRN reference: **555 054 118T**

Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at **postbillpay.com.au**
Biller code: **3042**
Ref: **9048 1037 25696**

Credit Card
Online: **yvw.com.au/paying**
Phone: **1300 362 332**

MR M & MRS S TURKOZU

Account number	90 4332 4373
Invoice number	9048 1037 25696
Total due	**$171.13**
Direct debit	**9 Jan 2025**

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your charges explained

→ **Water supply system charge**

1 October 2024 - 31 December 2024

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

→ **Sewerage system charge**

1 October 2024 - 31 December 2024

A fixed cost for running, maintaining, and repairing the sewerage system.

→ **Other authority charges**

Waterways and drainage charge

1 October 2024 - 31 December 2024

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit **melbournewater.com.au/wwdc**

J142591

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit **yvw.com.au/financialhelp.**

Contact us

Enquiries	1300 304 688
Faults and Emergencies	13 27 62 (24hr)
enquiry@yvw.com.au	
yvw.com.au	
TTY Voice Calls	133 677
Speak and Listen	1300 555 727

For language assistance

العربية	1300 914 361
廣東話	1300 921 362
Ελληνικά	1300 931 364
普通话	1300 927 363

For all other languages call our translation service on **03 9046 4173**

Next meter reading:

Between 25 Mar-1 Apr 2025

Dear Customer

There are a few important things we wish to explain about the account for your new property.

On the account is a box titled **PAYMENT SUMMARY**. We have explained the different items below to help you understand what they are.

Last Account – amounts in this section are for unpaid water and sewerage charges at the time you took possession of the property. Any unpaid charges become the responsibility of the new property owner and are generally paid by your solicitor/conveyancer as part of the settlement process.

Paid / Adjusted - the amount listed includes payments made to us as part of the settlement process.

Balance – this is the difference between the Last Account and the Paid / Adjusted amounts.

If you have any questions about these items on your bill, please contact your solicitor or conveyancer.

Need more time to pay?
If you require more time to pay, you can request a payment extension online at www.yvw.com.au/paying or by calling 1300 362 332.

Pay fortnightly or monthly with SmoothPay
Reduce the impact of big quarterly bills and make smaller monthly or fortnightly payments that are spread out evenly over the year. SmoothPay is fast and free to set up and makes managing your bills even easier. Visit www.yvw.com.au/smoothpay to find out more.

If you have any further queries, please call one of our Customer Service Consultants on 1300 304 688 between 8.00am and 6.00pm Monday to Friday.

Yours sincerely

Lisa Anelli

Acting General Manager, Retail Services
Yarra Valley Water

Contact us

Enquiries 1300 304 688
Faults and Emergencies 13 27 62 (24hr)
enquiry@yvw.com.au
yvw.com.au

For language assistance
العربية 1300 914 361
廣東話 1300 921 362
Ελληνικά 1300 931 364
普通话 1300 927 363

For all other languages call our translation service on **03 9046 4173**
TTY Voice Calls 133 677
Speak and Listen 1300 555 727

OWNERS CORPORATION CERTIFICATE

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

As at 18th July 2025

1. OWNERS CORPORATION DETAILS

Plan Number: 617320S (An unlimited for Plan No.

Address of Plan: Camerons Lane Beveridge 3753

Lot Number this statement relates to: 288

Unit Number this statement relates to: 123 MC

Postal Address Level 51/360 Elizabeth Street Melbourne Victoria 3000

2. CERTIFICATE DETAILS

Vendor: Metin Ekrem Turkozu, Stephanie Louise Turkozu

Postal Address for Lot 288 123 Mandalay Circuit Beveridge Victoria 3753

Purchaser:

Person requesting Certificate: Stephanie Turkozu

Reference:

Address:

Fax:

E-mail: stephtuttleby@gmail.com

3. CURRENT ANNUAL LEVY FEES FOR LOT 288

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 288 are **797.50 per annum**. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/24 to 30/09/24	0.00	N/A	Prev.Agent
01/10/24 to 31/12/24	0.00	N/A	Prev.Agent
01/01/25 to 31/03/25	398.75	01/01/25	Paid
01/04/25 to 30/06/25	398.75	01/04/25	Paid

Financial Year 2 Period	Amount	Due Date	Status
01/07/25 to 30/09/25	392.60	01/07/25	Partial payment

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 288.

4. CURRENT LEVY POSITION FOR LOT 288

Fund	Balance	Paid To
Administrative	$322.60 DR	30 June 2025
Maintenance Fund	0.00	
Other Charges	$18.00 DR	
BALANCE	**$340.60 DR**	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 288.

6. OTHER CHARGES

The following charges are payable by Lot 288 for work the owners corporation has performed or is about to perform or for some other act that incurs an additional charge:

Purpose	Amount	Due Date	Date Paid (if any)
Lot 288 Level 1	18.00	15/07/25	Issued

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 18 July 2025:

Account / Fund	Amount
TOTAL FUNDS HELD AS AT 18 JULY 2025	**$1,559,207.34**

8. INSURANCE

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

Policy

Policy No.	146A918445BPK
Expiry Date	30-June-2026
Insurance Company	QBE
Broker	McLardy McShane Partners Pty Ltd
Premium	610.00

Cover Type	Amount of Cover
Property, Death and Injury (Public Liability)	$20,000,000

9. CONTINGENT LIABILITIES

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

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

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

Date of Contract	Name of Contractor	Status	Brief Description
16/10/2024	Body Corporate Services (VIC) Pty Ltd	Current	Strata Management

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

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

14. CURRENT OR FUTURE PROCEEDINGS

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

15. APPOINTMENT OF AN ADMINISTRATOR

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

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Body Corporate Services (VIC) Pty Ltd
ABN / ACN:	35079654103
Address of Manager:	Level 51/360 Elizabeth Street Melbourne Victoria 3000
Telephone:	96161699
Facsimile:	
E-mail Address:	bcs_melbourne@bcssm.com.au

17. ADDITIONAL INFORMATION

Nil.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 18th July 2025

For Plan No. 617320S - Lot 288

SIGNING

The common seal of Owners Corporation No. ,
Plan No. 617320S, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Registered Manager

Full name: David Teehan/RT
Company: Body Corporate Services (VIC) Pty Limited
Address of registered office: Level 51/360 Elizabeth Street
Melbourne Victoria 3000

18/07/2025

Date

Common Seal
of Owners Corporation

ABN: 26830973051
Camerons Lane
Beveridge Victoria 3753

Accounts: 1300889227
Enquiries: 96161699
Body Corporate Services (VIC) Pty Ltd

Stephanie Turkozu

18th July 2025

Dear Stephanie Turkozu

Re: OWNERS CORPORATION CERTIFICATE - LOT 288, PLAN NO. 617320S

In response to your request, we now attach an Owners Corporation Certificate for Lot 288 in Plan No. 617320S dated 18th July 2025. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

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

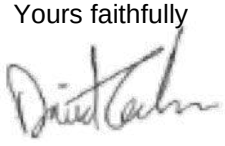
(a) A copy of the Rules for this Owners Corporation;

(b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and

(c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

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

Yours faithfully



Registered Manager

Full name: David Teehan/RT
Company: Body Corporate Services (VIC) Pty Limited
Address of registered office: Level 51/360 Elizabeth Street
Melbourne Victoria 3000

18/07/2025

Date

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PLAN NO. 617320S

ABN: 26830973051
Camerons Lane
Beveridge Victoria 3753

Accounts: 1300889227
Enquiries: 96161699
Body Corporate Services (VIC) Pty Ltd

OWNERS CORPORATION FEE STATEMENT

For the period 18 May 2025 to 18 Jul 2025

Metin Ekrem Turkozu, Stephanie Louise Turkozu
123 Mandalay Circuit
Beveridge Victoria 3753

Issue Date: 18/07/25

Statement Activity for Owners Corporation for Plan No. 617320S - ABN/ACN: 26830973051

Lot: 288 **Unit:** 123 MC
Address: Camerons Lane, Beveridge, Victoria 3753

Date	Description	Period (if applicable)	Admin	Maint	Balance
	brought forward		(70.00)	0.00	(70.00)
01/07/25	-- START OF LEVY YEAR 2025 --		0.00	0.00	(70.00)
01/07/25	Levies - normal (interim)	01-07-25 to 30-09-25	392.60	0.00	322.60
15/07/25	Other Debt recovery costs Lot 288 Level 1		18.00	0.00	340.60

Total Amount as at 18th July 2025 **$ 340.60DR**

If mailing your payment please tear off this slip and return with payment. DO NOT include correspondence with your payment.

Please make cheques payable to: Owners Corporation for Plan No. 617320S

DEFT PAYMENT SYSTEMS

DEFT Reference Number:
2272 2500 0395 7360 1587

MANDALAY
Lot: 288 Unit: 123 MC
MANDALAY

Total Amount: **$ 340.60DR**
as at 18th July 2025

How to Pay

Bpay: Call your bank, credit union or building society to make this payment from your cheque or savings account.

Internet: Visit www.deft.com.au and use the DEFT reference number supplied on this page.

In person: Present this page to make your payment at any post office.

BPAY
Biller Code: 96503
Reference: 2272 2500 0395 7360 1587

Post Billpay

*496 227225000 39573601587

Payments by credit or debit card may attract a surcharge.
Registration is required for payments from bank accounts.
Registration forms available from www.deft.com.au.

+227225000 39573601587< 000034060<3+

PLAN NO. 617320S

ABN: 26830973051
Camerons Lane
Beveridge Victoria 3753

Accounts: 1300889227
Enquiries: 96161699
Body Corporate Services (VIC) Pty Ltd

OWNERS CORPORATION FEE STATEMENT

For the period 18 May 2025 to 18 Jul 2025

Emily Jane Bazzano, David John Bonvicino
12 North Circular Road
Gladstone Park Victoria 3043

Issue Date: 18/07/25

Statement Activity for Owners Corporation for Plan No. 617320S - ABN/ACN: 26830973051

Lot: 5602 **Unit:** 12 PAG
Address: Camerons Lane, Beveridge, Victoria 3753

Date	Description	Period (if applicable)	Admin	Maint	Balance
	brought forward		1.44	0.00	1.44
27/05/25	Penalty		0.01	0.00	1.45
24/06/25	Penalty		0.01	0.00	1.46
01/07/25	-- START OF LEVY YEAR 2025 --		0.00	0.00	1.43
01/07/25	Levies - normal (interim)	01-07-25 to 30-09-25	392.60	0.00	394.06
03/07/25	Payment 394.04		(394.04)	0.00	0.02

Overdue Interest **(0.01)**

Total Amount as at 18th July 2025 **$ 0.02DR**

If mailing your payment please tear off this slip and return with payment. DO NOT include correspondence with your payment.

Please make cheques payable to: Owners Corporation for Plan No. 617320S

DEFT PAYMENT SYSTEMS

DEFT Reference Number:
2272 2500 0395 7361 4956

MANDALAY
Lot: 5602 Unit: 12 PAG
MANDALAY

Total Amount: **$ 0.02DR**
as at 18th July 2025

How to Pay

Bpay: Call your bank, credit union or building society to make this payment from your cheque or savings account.

Internet: Visit www.deft.com.au and use the DEFT reference number supplied on this page.

In person: Present this page to make your payment at any post office.

BPAY
Biller Code: 96503
Reference: 2272 2500 0395 7361 4956

Post Billpay

*496 227225000 39573614956

Payments by credit or debit card may attract a surcharge.
Registration is required for payments from bank accounts.
Registration forms available from www.deft.com.au.

+227225000 39573614956< 000000002<3+

Owners Corporation for Plan No. 617320S

Camerons Lane Beveridge Victoria 3753
ABN/ACN 26830973051

DEBTOR STATEMENT - LOT: 288

OWNER: Metin Ekrem Turkozu, Stephanie Louise Turkozu

For the period 1 Jul 2025 to 18 Jul 2025 - sorted by Due Date

Levy Account

Due Date	Issue Date	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Maint Fund	BALANCE
				Brought forward		70.00		70.00
01-07-25	18-05-25			Levies - normal (interim)	01-07-25 to 30-09-25	-392.60		-322.60
15-07-25	15-07-25			Other Debt recovery costs Lot 288 Level 1		-18.00		-340.60
				Balance as at 18 Jul 2025		**-340.60**	**0.00**	**-340.60**

* Invoice is a debt to the Lot
^ Invoice is a debt to the Sundry Debtor

	TOTAL ADMIN	TOTAL MAINT	TOTAL BALANCE
$	**-340.60**	**0.00**	**-340.60**

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used for the purpose of maintaining publicly searchable registers and indexes.

Owners Corporation Notification of Making Amendment or Revocation of Rules

Section 142 Owners Corporations Act 2006

Lodged by
Name: Tisher Liner & Co.
Phone: 9602 4055
Address: 317 LaTrobe Street Melbourne 3000
Reference: JT/WL 09/0908
Customer Code: 1662T

Owners Corporation No. 1 Plan No. 617320S

Supplied with this notification is:

1. **The consolidated copy of the Rules of the Owners Corporation currently in force.**
2. **The Special resolution passed on 15 October 2009 under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the Rules of the Owners Corporation.**

Date: 15 October, 2009

Signature of Applicant:

The Common Seal of Owners Corporation Number:

Plan Number: 617320S

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

Owners Corporation Plan of Subdivision No. 617320S — The Common Seal Of

Signature of Sole Lot Owner – Director
Beveridge Land Pty Ltd

Full Name: MARIO BIASIN

Address: 501 Blackburn Road, Mount Waverley, 3149

Lot Owner: 1-47, S2 & S3

Signature of Sole Lot Owner – Director
Beveridge Land Pty Ltd

Full Name: GEORGE KLINE

Address: 501 Blackburn Road, Mount Waverley, 3149

Lot Owner: 1-47, S2 & S3

Order to Register

Please register and issue Certificate of Title to

Signed Customer Code:

OCN

THE BACK OF THIS FORM MUST NOT BE USED

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

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OWNERS CORPORATION RULES OF OWNERS CORPORATION NO. 1 PS 617320S

MANDALAY - BEVERIDGE

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1. INTERPRETATION

In these Rules and unless the context indicates a contrary intention:

(a) headings are for convenience only and do not affect interpretation;

(b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

(c) **"person"** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d) a reference to a document (including these Rules) is to that document as varied, novated, ratified or replaced from time to time;

(e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of these Rules, and a reference to these Rules includes all schedules, exhibits, attachments and annexures to it;

(h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(i) **"includes"** in any form is not a word of limitation; and

(j) a reference to **"$"** or **"dollar"** is to Australian currency.

2. DEFINITIONS

In these Rules, unless the context otherwise requires, the following definitions apply:

Act means the *Owners Corporation Act 2006* as amended from time to time;

Building Envelope Plan means the plans which are attached to the Memoranda of Common Provisions which are referred to in the Plan of Subdivision and which show the Approved Building Envelopes (as that term is defined in Regulation 402 of the Building Regulations) and other related matters for Lots within the Plan of Subdivision;

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Melbourne;

Clubhouse means that part of the land in the Plan of Subdivision used or to be used as the clubhouse, together with associated facilities;

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Committee means any committee of the Owners Corporation elected in accordance with section 100 of the Act. **Common Property** means any areas of common property on any stage of the Plan of Subdivision;

Design and Siting Guidelines and Restrictions means the Mandalay Design and Siting Guidelines and Restrictions dated ....., as amended from time;

Developer means Beveridge Land Pty Ltd ACN 115 838 661 as the original owner and developer of the Land;

Development means the development of the Land as an integrated residential community incorporating the Facilities;

Dual Frontage Lot means a Lot that does not directly abut the Golf Course whose Rear Boundary also abuts a Street or lane;

Facilities means facilities constructed on the Land by or on behalf of the Developer for use by Members and others, and includes the Clubhouse, Golf Course, tennis courts, swimming pool, gymnasium, parks and other facilities;

Golf Course means the Mandalay golf course situated on land within the Plan of Subdivision;

Golf Course Lot means a Lot which either:

(a) abuts the Golf Course; or

(b) is separated from the Golf Course only by a road or path;

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

Land means the land and improvements contained in the Plan of Subdivision and includes all the Lots and the Common Property;

Lot means any lot on the Plan of Subdivision including but not limited to a Sub-Lot and a Golf Course Lot;

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Manager means the Owners Corporation Manager appointed from time to time by the Owners Corporation under section 119 of the Act;

Mandalay is the name of the Development;

Medium Density Lot means a Lot which is re-subdivided for medium density development or integrated housing and may include a Retirement Village Lot;

Member means a member of the Owners Corporation who is the owner of any Lot or a Sub-Lot on the Plan of Subdivision;

Owners Corporation means Owners Corporation No. 1 PS617320S created by registration of a stage of the Plan of Subdivision;

Plan of Subdivision means Plan of Subdivision No. PS617320S and includes each and every stage of that plan;

Primary Frontage in the case of a Dual Frontage Lot means the boundary which the Building Envelope Plan, when read in conjunction with any Memorandum of Common Provisions referred to in any restriction affecting a Lot, indicates to be the Primary Frontage;

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Rear Boundary means the boundary of a Lot that is, or the boundaries of a Lot that are, opposite its Primary Frontage and which connect the Side Boundaries of that Lot;

Regulations mean the *Owners Corporation Regulations 2007* as amended from time to time;

Retirement Village Lot means a Lot nominated by the Developer for use for retirement living;

Residence means one permanent non-transportable private residence;

Side Boundary means the boundary of a Lot that runs between and connects the Primary Frontage of a Lot to the Rear Boundary of a Lot;

Street means any road other than a lane, footway, alley or right of way; and

Sub-Lot means a lot created on an approved plan of re-subdivision of a Medium Density Lot.

3. MODEL RULES

The model rules prescribed by regulation 8 of the Regulations do not apply to the Owners Corporation.

4. DEVELOPMENT OF LOTS

4.1 Compliance with Restrictions on Title

Each Member of the Owners Corporation must comply with the terms of any:

(a) agreement entered into pursuant to Section 173 of the *Planning and Environment Act 1987 (Vic)*; or

(b) restriction;

registered on title to that Lot or Sub-Lot.

4.2 No Objection

Each Member of the Owners Corporation must not object to or appeal against:

(a) any form of approval being granted:

(i) for medium density residential development, integrated housing or retirement living on a Medium Density Lot;

(ii) to enable a retirement village to be constructed on and operated from a Retirement Village Lot; or

(iii) to construct and operate retail premises from a Lot; or

(b) any amendment to the Design and Siting Guidelines and Restrictions sought by the Developer.

4.3 Gates and openings in Fences along the Primary Frontage of a Dual Frontage Lots

A Member of the Owners Corporation who owns a Dual Frontage Lot must not construct or allow to remain any gate or other opening in a fence which is located on or near the Primary Frontage of the Dual Frontage Lot.

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5. OBLIGATIONS OF EACH MEMBER IN RELATION TO USE OF THEIR LOT

Each Member of the Owners Corporation must do and must ensure that the following are done in relation to the use and occupation of each Lot of that Member:

(a) **Maintenance**

(i) maintain the Lot by cutting grass and keeping the Lot in a safe and tidy condition before, during and after completion of the Residence on that Lot;

(ii) unless the Owners Corporation elects to do so, maintain any nature strip adjacent to the Lot by cutting grass and keeping the nature strip in a safe and tidy condition before, during and after completion of the Residence on that Lot;

(iii) promptly make good any damage to a Lot or any nature strip caused or contributed to by the Member or the guests, servants, employees, agents, children, invitees, lessees or licensees of that Member or any of them;

(b) **Garbage and Waste Disposal**

(i) except where the Owners Corporation provides some other means of disposal of garbage and waste, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and waste and to keep such receptacle in a clean and tidy condition and adequately covered;

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(ii) comply with all requirements of Governmental Agencies relating to the disposal of garbage and waste;

(iii) ensure that the health, hygiene and comfort of Members and occupiers of Lots is not adversely affected by their disposal of garbage or waste;

(iv) ensure that rubbish is not allowed to accumulate on their Lot;

(v) ensure that any rubbish disposal container on a Lot is screened from public view except on days designated for rubbish collection.

(c) **Change of use of Lot**

provide written notification to the Owners Corporation if the Member or occupier of the Member's Lot changes the existing use of that Lot in a way that will affect the insurance premiums for the Owners Corporation;

(d) **Comply with Rules regarding Recreational Activities and Tournaments**

comply with rules of the Owners Corporation and any rules and regulations of the owner or operator of the Facilities issued for the purpose ensuring the proper conduct of golfing, tennis, swimming and other activities including any tournament conducted from the Facilities, such tournaments not being limited to golf tournaments; and

(e) **Enforcement Costs**

pay all costs incurred by the Owners Corporation in respect of the enforcement of these rules in relation to the Member's Lot.

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6. AMENITY CONTROLS

6.1 Each Member of the Owners Corporation must not, and must ensure that any occupant of a Member's Lot does not do any of the following:

(a) **No Interference with Facilities**

use a Member's Lot to detrimentally interfere with any use of the Facilities within the Development particularly when any tournaments are being conducted from and on the Facilities;

(b) **Use of Common Property**

obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property nor use the Common Property to the extent that such Common Property has been leased or licensed or other rights have been granted (including operational rights) to a third party by the Owners Corporation or any predecessor in title;

(c) **Restrictions on Carparking**

(i) park or leave a vehicle or permit a vehicle to:

A. be parked or left on:

1) the Common Property; or

2) a nature strip; or

B. obstruct a driveway, pathway, entrance or exit to a Lot; or

C. be left in any place other than in a parking area specified for such purpose by the Owners Corporation;

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(ii) park or allow to be parked on a Lot or any road or any other land in the vicinity of a Lot any commercial vehicles (including but not limited to trucks, utilities, caravans, trailers, boats, golf carts or any other mobile machinery) unless such commercial vehicles are housed or contained wholly within a carpark or garage on a Lot or parked in the driveway on a Lot and screened from public view;

(d) **No Illegal Use or Nuisance**

use or permit a Lot or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to the health safety and security of:

(i) any other Member or occupier of any Lot;

(ii) the families or visitors of any such Member or occupier;

(iii) any member of Club Mandalay Limited; or

(iv) any operator of the Facilities.

(e) **Behaviour**

behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property;

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(f) **Limitation on Noise**

(i) make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation which is likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property (unless the Owners Corporation has given written approval for the noise to be made);

(ii) make or permit to be made noise from music or machinery which may be heard outside the relevant Lot between the hours of midnight and 8.00 a.m.;

(g) **No Animals Without Consent**

keep or mind any animal on a Lot or the Common Property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance;

(h) **Not Increase Insurance Premium**

do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;

(i) **No Vehicle Repairs**

carry out or caused to be carried out on a Lot or on any road or any other land in the vicinity of a Lot any dismantling, assembling, repair or restoration of any vehicle unless carried out at the rear of a residence on a Lot in a location which is screened from public view;

(j) **No Hanging of Items from Exterior of Lot**

hang or permit to be hung any washing, garment, sheet, blanket, towel or other article on or from the balcony or exterior of any Lot (whether on a clothes line or otherwise) or on the Common Property in such a way as to be visible from the Common Property or any other Lot except:

(i) with the consent of the Owners Corporation; or

(ii) where it is impossible to hang any washing, garment, sheet, blanket, towel or other article on or from the balcony or exterior of any Lot without it being visible from the Common Property or any other Lot, in which case the Member must hang such items, and ensure that any occupant of a Member's Lot hangs such items, in such a way as to ensure that such items are not visible from any Street;

(k) **No Auctions**

hold or allow to be held any public auction on or near any Lot or the Common Property (other than a public auction for sale of the Lot on which the auction is conducted);

(l) **No Signs**

erect or display any sign, boarding or advertising of any description whatsoever on a Lot (including a For Sale sign) unless the written consent of the Owners Corporation has been obtained;

(m) **No After Hours Works**

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permit any tradespeople or workpeople to carry out work on a Lot affected by the Owners Corporation or the Common Property:

(i) on a Sunday or public holiday, or

(ii) before 8 am or after 5 pm on any other day,

unless prior consent has been given by the Owners Corporation, except in the case of an emergency when it is not required;

(n) **No Flammable Substances**

keep or permit any flammable chemical, liquid or gas or other flammable material to be kept, stored or used on a Lot affected by the Owners Corporation except for:

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

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

(o) **No Electrical Interference**

operate or permit to be operated on a Lot 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 Land;

(p) **No Interference with Property of Owners Corporation**

interfere with any personal property vested in the Owners Corporation;

(q) **No Shops or Businesses**

use or permit a Lot affected by the Owners Corporation to be used as a shop or for carrying on any trade or business (other than from a home office) without the prior written approval of the Owners Corporation ;

(r) **No Unauthorised Repair**

proceed with the repair of any damage which may involve responsibility of the Owners Corporation or its insurer unless he/she has obtained prior approval by the Owners Corporation and its insurer;

(s) **No Detriment to Amenity Generally**

without the prior written consent of the Owners Corporation, maintain inside a Lot anything visible from outside a Lot (including but not limited to television antennas and satellite dishes) that when viewed from outside the Lot is aesthetically or otherwise detrimental to the amenity of the Development;

(t) **Not Neglect Garden Maintenance**

neglect the maintenance and care of the following:

(i) any Residence or garage, or outbuildings constructed on a Lot; and

(ii) any open areas on a Lot which are visible to the public;

(u) **Not Remove Vegetation Associated with Landscaping**

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remove any vegetation associated with any landscaping which has been undertaken by the Developer;

(v) **Fencing**

(i) if a Lot adjoins a public reserve, a road, the Clubhouse or the Golf Course, claim any sum from the Developer by way of contribution to the costs of construction of a fence on the common boundary between a Lot and such public reserve, road, Clubhouse or the Golf Course;

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(ii) allow any fence to fall into a state of disrepair;

(iii) claim any cost of maintenance of or repairs to the fence from the Developer if the Developer is the owner of an adjoining Lot; nor

(iv) repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof;

(w) **Front Landscaping**

allow the condition of any landscaping in the front yard of a Lot to deteriorate from the condition it was in when the landscaping was first constructed;

(x) **TV Antennae and Satellite Dishes**

install any TV antennae or satellite dish other than:

(i) at the rear of a Lot;

(ii) below the roof line of any dwelling on the Lot; and

(iii) in a manner which minimises the visual impact of the TV antennae or satellite dish from public viewing.

6.2 Insofar as any Common Property is not leased or licensed or other rights have not been granted (including management or operational rights) to a third party by the Owners Corporation or any predecessor in title, each member of the Owners Corporation must not, and must ensure that any occupant of a Member's Lot does not, do any of the following:

(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) use the Common Property other than in accordance with the directions of the Manager, and in the absence of any such directions in accordance with the directions of the Owners Corporation;

(c) move any article likely to cause damage or obstruction through Common Property without first notifying the Manager in sufficient time to enable the Manager to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary;

(d) damage or obstruct or permit any damage or destruction of any driveway, pathway, stairway or landing on the Common Property or any other part of the Common Property including, without limitation, by bringing any heavy article onto the Common Property without the consent of the Owners Corporation;

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(e) damage or alter the Common Property without the written approval of the Owners Corporation and such consent may state a period and conditions for which the approval is granted and specify the works and conditions to which the approval is subject;

(f) damage any lawn, garden, tree, shrub, plant flower or other vegetation of or situated upon Common Property;

(g) except with the consent in writing of the Owners Corporation (which may state a period and conditions for which the consent is granted), use for their own purposes as a garden any portion of the Common Property;

(h) mark, paint, drive nails or screws or the like into, or otherwise damage, deface or alter, any structure that forms part of the Common Property except with the consent in writing of the Owners Corporation and such consent may state a period and conditions for which the approval is granted and specify the works and conditions to which the approval is subject;

(i) deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of Member or any person lawfully using the Common Property;

(j) allow any pets to stray on to the Common Property;

(k) directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;

(l) allow children under the age of 10 years to use any recreational facilities constructed upon the Common Property unless accompanied and supervised by an adult;

(m) use any sporting or recreational facilities set aside on the Common Property between the hours of 11.00pm and 7.00am without the consent of the Owners Corporation or the Manager; or

(n) dispose of or leave any rubbish on the Common Property otherwise than in a place designated for the receipt of rubbish of that type and in any manner other than prescribed by the relevant authority or by the Owners Corporation.

7. GOLF COURSE LOTS

Each Member must not take any action or make any claim against the Developer as owner of the Golf Course or any subsequent owner or tenant or manager or operator of the Golf Course or the Owners Corporation for any loss or damage suffered by a Member arising from the following:

(a) the position of a Lot in relation to the Golf Course; or

(b) any inconvenience, danger or potential hazard in occupying a Lot arising from:

(i) an errant golf ball being hit on to a Lot;

(ii) the need for maintenance works to be carried out by machinery operating on the Golf Course, whether during or outside normal hours of operation of the Golf Course;

(iii) the staging of tournaments and corporate golf days; or

(iv) any other matter relating to the proximity of the Golf Course to a Lot.

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8. PRIVATE ROADS AND OTHER COMMON PROPERTY

Insofar as any Common Property is not leased or licensed or other rights have not been granted (including management or operational rights) to a third party by the Owners Corporation or any predecessor in title:

(a) the private roadways, pathways, drives and visitor car parking in the Common Property and any easement giving access to the Development must not be obstructed by any Member, the tenants, guests, servants, employees, agent, children, invitees, licensees of any Member or used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided; and

(b) a Member must not drive or permit to be driven any motor vehicle in excess of two (2) tonnes in weight into or over the Common Property other than vehicles necessary to complete the construction and/or occupation of any improvement erected on the Land, and any motor vehicle entitled to use the Common Property by any Governmental Agency.

9. OWNERS CORPORATION - PROVISION OF SERVICES AND LEVIES

Each Member of the Owners Corporation agrees that:

(a) the Owners Corporation will provide the following services:

(i) the construction, repair and maintenance of such landscaping within the Plan of Subdivision for which the Owners Corporation is responsible, including public paths and nature strips;

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(ii) procuring maintenance of the Facilities to the extent that it is not the responsibility of any other person or entity;

(iii) procuring for each Lot a right to membership of any tenant of the Facilities;

(iv) the construction, repair and maintenance of any private roads or paths on Common Property (or any other part of the Common Property); and

(v) any other service or facility provided by the Owners Corporation for the benefit of Members which is consistent with the stated objectives in these rules;

(b) the provision of such services by the Owners Corporation will be paid for by all Members;

(c) the amount of the annual Owners Corporation fees that are payable by each Member shall be established at the annual general meeting of the Owners Corporation and must be paid quarterly in advance by each Member according to their Lot liability;

(d) any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge;

(e) the fees for any works referred to in Rule 9(a)(i)-(iv) shall be paid by members into a maintenance fund;

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(f) the Owners Corporation can charge interest on money owed by a member to the Owners Corporation after the due date for fees or charges, at a rate from time to time fixed under Section 2 of the *Penalty Interest Rates Act* 1983 (or if it ceases, any rate which replaces it); and

(g) if the Member fails to comply with Rule 6.1(l), the Members agree that:

(i) the Owners Corporation, its employees, contractors or agents are entitled to enter upon the Lot and remove any sign, boarding or advertising of any description that is erected or displayed on the Lot; and

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(ii) the Owners Corporation is entitled to recover the entire costs of removing the sign, boarding or advertising from the Member who owns the Lot including any legal costs which may have been incurred on a solicitor/client basis.

10. RIGHTS OF THE OWNERS CORPORATION

The Owners Corporation may:

(a) remove any vehicle which has been parked or left on the Common Property or which obstructs a driveway or entrance to a Lot or is parked in any place other than in a parking area specified for the purpose of the Owners Corporation, at the cost of the Member responsible;

(b) make rules and regulations to ensure the security of the Land from intruders and otherwise with regard to the use and means of access to any roadways created upon the Common Property;

(c) seek to make arrangements concerning the sharing of the Common Property facilities with adjoining land owners and/or owners corporations in a way which allocates any costs and responsibilities associated with the use of the Common Property facilities in a manner in which is fair and reasonable having regard to the nature and use of the facilities;

(d) enter into any arrangements with third parties for the provision of services to the Owners Corporation;

(e) lease or licence any part of the Common Property to a third party;

(f) grant exclusive rights of management and operation of the Facilities constructed from time to time on the Common Property; or

(g) do any other thing required to give effect to these rules.

11. CORRESPONDENCE

All complaints or applications to the Owners Corporation must be addressed in writing to the Manager.

12. RIGHTS OF ENTRY

A Member or occupier of a Lot, upon receiving reasonable notice from the Owners Corporation (except in the case of an emergency where no notice is required), must allow the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connection of any water, sewerage, drainage, gas, electricity,

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telecommunications, telephone or other system or service for the benefit of more than one Member, whether to that Member's Lot or to any adjoining Lot or the Common Property.

13. BEHAVIOUR OF INVITEES

(a) A Member must take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.

(b) A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 13(a).

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(c) The duties and obligations imposed by these rules on a Member of a Lot must be observed not only by the Member but also by the guests, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their Lot. Each Member must procure compliance with these rules by those guests, servants, employees, agents, children, invitees, licensees and occupiers.

(d) Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these Rules by any Member or the guests, servants, employees, agents, children, invitees, lessees or licensees of the Member or any of them, the Owners Corporation shall be entitled to recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

14. Application to Developer

14.1 Despite anything else in these Rules, these Rules will not apply to or be enforceable against the Developer (or its agents, employees or contractors) where to do so would hinder, prevent, obstruct or in any way interfere with the Developer:

(a) conducting marketing activities in or about the Development generally;

(b) using part of the Development to market and sell any unsold lots in the Development including the creation of a display village for inspection by members of the public;

(c) constructing works forming part of the Development.

14.2 The Developer (and its agents, employees or contractors) is and are by this Rule, authorised by the Owners Corporation to:

(a) erect such barriers, fences, hoardings and signs as it deems necessary to facilitate any of the matters referred to in clause 14.1;

(b) use whatever rights of way and/or points of ingress and egress to the Development as are necessary to carry out any works; and

(c) block for whatever period necessary any rights of way or points of ingress and egress to the Development in order to carry out any works.

15. NON-COMPLIANCE

(a) If a Member has not complied with these Rules within 14 days after service of a notice by the Owners Corporation specifying any non-compliance, the Member agrees that:

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(i) the Member must allow the Owners Corporation, its employees, contractors, or agents to enter the Lot and rectify the non-compliance;

(ii) the Member must pay an additional charge of $200.00 for each and every month that the Member has not complied with the notice;

(iii) the Member must pay to the Owners Corporation any charges levied against the Member in respect of the costs incurred by the Owners Corporation relating to the non-compliance including but not limited to the administrative costs, legal costs on a solicitor/own client basis and the cost of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot;

(iv) the Member must accept a certificate signed by the Secretary of the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non-compliance with these Rules;

(v) the Member must pay interest at the rate from time to time fixed under the *Penalty Interest Rates Act 1983* (*Vic*) (or if it ceases, any rate which replaces it) on all moneys of the kind referred to in the Regulations outstanding under these Rules until they are paid;

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(vi) any payments made for the purposes of these Rules shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum; and

(vii) any costs incurred by the Owners Corporation relating to the non-compliance of the Member are costs incurred in the performance of a service to that Member.

(b) If a Member has not complied with these Rules within 14 days after service of a notice from the Owners Corporation pursuant to the preceding clause, the Owners Corporation may take action in a Court of competent jurisdiction to compel the Member to comply with these Rules and is entitled to recover the entire costs of taking such action from the Member who owns the Lot, such costs to be calculated on a solicitor/client basis.

16. DISPUTE RESOLUTION

(a) The grievance procedure set out in this Rule 16 applies to disputes involving two or more of a Member, the Manager, an occupier of a Lot or the Owners Corporation.

(b) The party making the complaint must prepare a written statement in the form approved and published in accordance with section 200 the Act for that purpose.

(c) If there is a grievance committee of the Owners Corporation, the grievance committee must be notified of the dispute by the complainant.

(d) 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.

(e) The parties to the dispute may meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 Business Days after the dispute comes to the attention of all the parties.

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

(g) 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 Act.

(h) This process is separate from and does not limit any further action under Part 10 of the Act.

17. Severance

If at any time a provision of these Rules is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of these Rules; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Rules.

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Body Corporate Services (VIC) Pty Limited
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MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No 617320S
MANDALAY
Camerons Lane, Beveridge, VIC, 3753

These are the minutes of the Annual General Meeting for Owners Corporation Plan No 617320S held at Club Mandalay, Camerons Lane, Beveridge, VIC, 3753; and with the option of Meeting URL: Video Conference: https://meetings.picagroup.com.au/

Passcode: HK4qZR commenced at 7:00 PM on Tuesday 26 November 2024.

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

Lots Represented

Lot No	Name
36	Scott Andrew Bristow, Marnie Bristow
74	Ainsley E Corteling, Laurette G Corteling
93	Michael Hugh Harris, Kelley Shirleen Harris
94	Brian Frederick May, Barbara Christine Pegram
101	Lee Catherine De La Cruz
105	Patrick C Fahey, Aleta J Fahey
107	Maria and Alex Wilson
114	John Leslie Seamons, Heather Lynette Seamons
132	Brett David Watt, Lisa Sarah Elizabeth Watt
134	Andrew James Hudson, D L Hudson, B P Hodder, Louise Victoria M Brookes
164	Christina Robyn Likos, Maxwell Francis Creedy
205	John Stanley Likos, Robyn Valerie Likos
244	Venkata Satya Anvesh Kakarla
245	Todd Dennis Ruttley, Brooke Frances Ruttley
249	Bradley Dyson
273	Joel David Barclay, Shivaugn Marie Smith
277	Paul David Wilkinson, Sarah Jane Wilkinson
1217	Peter Lasapatzis & Rebecca Ballan
1413	Jamie Nazifovski, Yasmina Elkadi
1423	Bett A Coldrey, Rebecca J Coldrey
1508	Leslie John Harrison, Carolyn Anne Harrison

1623	Eisho Gorail
1714	Emma Kate Paull
1808	Sarah Frances Dore, Jacob Anthony Charles De Battista
1903	Antoinette Muse
2019	Brenton Barry Haas, Emma Jean Yee
2032	Paul Charles Moschetti, Caroline Gayle Moschetti
2103	Adelyn Goh
2110	Richard Hermon, Susan Faye Helmore
2320	Omri & Christa Roets
2372	David Alan Weedon, Priscilla Marie Weedon
2902	Jason Matthew Forryan, Melissa Jayne Forryan
2913	Margaret Lynn Pearse
3023	Kyle Aron Mathers, Nicole Louise Mathers
3201	Geoffrey Raymond Weedon, Kaelene Maree Weedon
3205	Stewart Wayne Short, Antonietta Gaal
3302	Mohammad Belayet Hossain
3732	Joshua Lemon
4030	Malcolm Blair Kay, Judith Mary Kay
4101	Elaine Kok
4235	Chahat Narang
4349	Donald Ian Pritchard, Donna Louise Pritchard
4617	Leah Mercado Samson
5124	Bhawna Nanda, Jeevandeep
5410	Sean James Petersen, Alyssa Maree Rodwell
5436	Simon John Dunstone, Lynda Maree Dunstone
5628	Jessica Barker
6003	Jason Andrew Ter Haar, Jennifer Dayle Ter Haar
6447	Aaron Joseph Munchow, Elissa Jayne Munchow
8113	Joshua Daniel Burns
8117	Daniel John Jenkins
8122	Kathryn Helen Deal
8134	Ceasar Barchini
9702	Raymond Trevor Lindsay East, Leanne Julie East
9704	Leah Hyndes

Present by Proxy

Lot	In Favour of:

Apologies

Lot 4115	Thomas De Sousa
Lot 28	Chenelle White

In Attendance

David Teehan, Bronagh McDermott and Savitha Vangala representing Body Corporate Services (VIC) Pty Limited.

Quorum

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

It was noted that all decisions will be passed by simple majority unless a member present objects.

Chairperson

David Teehan

Motions

1 MINUTES

1.1 Minutes of Last AGM **Ordinary Resolution**

That the Minutes of the last Annual General Meeting of the Owners Corporation held 12 September 2023 be adopted and confirmed as a true record and account of the decisions made at that meeting.

Motion Result: Passed by Simple Majority

2 INSURANCES

2.1 Acknowledge Insurance **Ordinary Resolution**

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

Note: There was a query from one owner about whether the insurance was sufficient. BCS to contact QBE for a response.

Motion Result: Passed by Simple Majority

2.2 Obtain a new Valuation **Ordinary Resolution**

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

Motion Result: Defeated by Simple Majority

3 Receive Committee Report Ordinary Resolution

That the Committee Report be received.

Motion Result: Passed by Simple Majority

4 Receive Committee Report

4.1 Receive Manager's Report **Ordinary Resolution**

That the Manager's Report be received.

Motion Result: Passed by Simple Majority

5 AUDITOR

5.1 Annual Audit **Ordinary Resolution**

That the Owners corporation resolves that the statement of accounts for the financial year 01/07/2024 to 30/06/2025 be audited.

Motion Result: Passed by Simple Majority

6 REPORTS

6.1 Receive Dispute Resolution Report/Arrears Waiver of Interest Report **Ordinary Resolution**

That the Dispute Resolution Report/Arrears Waiver of Interest Report be received.

Motion Result: Passed by Simple Majority

7 FINANCIAL STATEMENTS

7.1 Financial Statements — Ordinary Resolution

That the financial statements for the period ending 30 June 2024 (which report total members' funds of $1,126,363.37 as per report attached) be adopted.

Motion Result: Passed by Simple Majority

8 BUDGET

8.1 Approve Budget — Ordinary Resolution

That the budget for the financial year commencing 1 July 2024, enclosed within the meeting documents, be adopted.

Motion Result: Passed by Simple Majority

9 FEES

9.1 Setting of Fees - Administration Fund — Ordinary Resolution

That fees be set in accordance with Section 23 of the Owners Corporations Act 2006 at $3,102,275.00 (incl. GST) towards the **Administration Fund**, to commence on 1 July 2024.

Motion Result: Passed by Simple Majority

9.2 Fee Instalment Periods - Administration Fund — Ordinary Resolution

That the **Administration Fund** fees be paid in advance by 4 instalments for the financial year ending 30 June 2025, and to be continued at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting, as follows:

Administration Fund:

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Ent.
To be Issued	Previous	01 Jul 2024	30 Sep 2024	01 Jul 2024	$775,568.75	$3.92
To be Issued	Current	01 Oct 2024	31 Dec 2024	01 Oct 2024	$775,568.75	$3.92
To be Issued	Next	01 Jan 2025	31 Mar 2025	01 Jan 2025	$775,568.75	$3.92
To be Issued	Next	01 Apr 2025	30 Jun 2025	01 Apr 2025	$775,568.75	$3.92
Total					**$3,102,275.00**	**$15.67**

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Ent.
To be Issued	Next	01 Jul 2025	30 Sep 2025	01 Jul 2025	$775,568.75	$3.92
To be Issued	Next	01 Oct 2025	31 Dec 2025	01 Oct 2025	$775,568.75	$3.92
Total					**$1,551,137.50**	**$7.83**

Motion Result: Passed by Simple Majority

9.3 Authority to Strike Shortfall Funding Levy **Ordinary Resolution**

That should there be a shortfall in the funds of the Owners Corporation to meet its statutory and or contractual commitments, including maintaining a current insurance policy then the Owners Corporation Manager may raise a special levy to meet the shortfall in funds to comply with that statutory and or contractual obligation.

Motion Result: Passed by Simple Majority

10 PENALTY INTEREST AND DEBT MANAGEMENT

10.1 Charging of Penalty Interest **Ordinary Resolution**

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

Motion Result: Passed by Simple Majority

10.2 Waiver of Penalty Interest and Late Payment Fees **Ordinary Resolution**

That the owners corporation authorise the owners corporation manager, when finalising outstanding fees, charges and contributions, to waive from the lot ledger, penalty interest up to $**0**. This waiver is only applicable to lots that have not received any waiver of penalty interest in the past two (2) years. All other amounts will require approval of the committee. Any waived penalty interest must be fully paid, with the credit being carried forward and applied to future fees, charges and contributions.

Motion Result: Passed by Simple Majority

10.3 Debt Management **Ordinary Resolution**

That the owners corporation delegate the authority to the owners corporation manager to enter the lot owner/s and owners corporation into a payment arrangement where the outstanding balance of fees, charges and contributions is paid out in full within six (6) months, or in accordance with a policy adopted by the Committee from time to time, and subject to all future fees, charges and contributions being paid on-time and in full.

The owners corporation further authorise:

a. the owners corporation manager to arrange for the issue of debt collection and legal proceedings against the owner/s of lot/s in arrears, and

b. debt collection and legal cost/s of these proceedings to be invoiced back to the owner/s of lot/s who are being pursued for the arrears, and

c. that the owners corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the owners corporation (excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary, or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligations under the Act or Regulations or the Rules of the Owners Corporation, and

d. that the owners corporation may recover from any instigating lot owner the cost of any works undertaken for the use of that lot such as, but not limited to, Title searches, key issue/recovery, attendance to record searches, or other incidentals.

Motion Result: Passed by Simple Majority

11 UTILITIES AGREEMENTS

11.1 Consider any Current Agreements **Ordinary Resolution**

That the owners corporation consider any current agreements for the supply of electricity, gas, or any other utility relevant to the owners corporation and determine any action required.

Motion Result: Defeated by Simple Majority

11.2 Engage Services of Energy Broker **Ordinary Resolution**

That the owners corporation instruct the owners corporation manager to engage the services of an energy broker to assist the committee with the negotiation of utility agreement/s and for these purposes be authorised to sign a letter of authorisation with the broker.

Motion Result: Defeated by Simple Majority

11.3 Authorise a Representative **Ordinary Resolution**

That the owners corporation authorise a representative of the committee to liaise with the appointed energy broker.

Motion Result: Defeated by Simple Majority

11.4 Authorise the Committee **Ordinary Resolution**

That the owners corporation authorise the committee to evaluate the analysis from the energy broker and approve new utility agreement/s on behalf of the owners corporation, if any.

Motion Result: Defeated by Simple Majority

11.5 Owners Corporation Authorisation **Ordinary Resolution**

That the owners corporation authorise:

a. two members of the committee to sign approved single-site utility agreement/s on behalf of the owners corporation; and
b. the owners corporation manager to sign approved multi-site utility agreement/s on behalf of the owners corporation.

Motion Result: Defeated by Simple Majority

12 ENGAGEMENT OF CONTRACTORS

12.1 Engagement of Contractors **Ordinary Resolution**

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

Motion Result: Passed by Simple Majority

13 ESSENTIAL SAFETY

13.1 Essential Safety **Ordinary Resolution**

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

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

Motion Result: Passed by Simple Majority

14 USE OF COMMON SEAL AND EXECUTION OF DOCUMENTS

14.1 Use of Common Seal and Execution of Documents — Ordinary Resolution

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

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

Motion Result: Passed by Simple Majority

15 COMMITTEE

15.1 To Elect a Committee — Ordinary Resolution

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

Motion Result: Passed by Simple Majority

15.2 Election of Committee — Ordinary Resolution

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

Committee members:
Louise Brookes
Richard Hermon
Malcolm Kay
Brooke Ruttley
Sarah Wilkinson

Motion Result: Passed by Simple Majority

15.3 Committee To Elect a Chairperson — Ordinary Resolution

That the Committee elect the Chairperson of the Owners Corporation.

Chairperson:
Brooke Ruttley

Motion Result: Passed by Simple Majority

15.4 Owners Corporation to Elect Chairperson — Ordinary Resolution

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

Motion Result: Passed by Simple Majority

15.5 Committee To Elect a Secretary — Ordinary Resolution

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

Secretary:
David Teehan (BCS)

Motion Result: Passed by Simple Majority

15.6 Delegation of Powers to Committee **Ordinary Resolution**

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

Motion Result: Passed by Simple Majority

15.7 Committee to also serve as Grievance Committee **Ordinary Resolution**

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

Motion Result: Passed by Simple Majority

16 GENERAL BUSINESS

16.1 Maintenance plan
One member sought clarification on the need for a Maintenance Plan for the Owners Corporation. BCS and the committee will clarify the position of the Owners Corporation regarding this query.

16.2 Thanks to the Owners Corporation Committee
It was resolved by all members present to thank the Owners Corporation Committee for all their hard work over the last 12 months.

16.3 Bins
The issue of where some units can store their bins was raised by a few members. With the council providing a 4th bin to residents in early 2025, this was a concern for several members present. The Owners Corporation Committee will liaise with the council about possible options moving forward. The Owners Corporation Committee in conjunction with BCS will also review the current rules for the Owners Corporation and revise the rules.

16.4 Rubbish
It was raised that some of the rubbish around the property is not being picked up by the maintenance team. This will be passed on to them to rectify this.

16.5 Comments regarding the AGM
One member present raised some concerns regarding the running of the AGM.

17 NEXT MEETING

Proposal for a tentative date of 16th September 2025 for the next Annual General Meeting.

Closure

There being no further business the Chairperson declared the meeting closed at 08:00 PM.



Your guide to setting up CommunityHub

Follow our step-by-step guide to creating your CommunityHub account and setting up multi-factor authentication (MFA) to help keep your account secure.

CommunityHub set up guide

Community HUB

Welcome to CommunityHub

Following the launch of our new customer portal, CommunityHub customers should have already received an email with their login details. This includes instructions for multi-factor authentication (MFA) to help keep your account secure.

Our ultimate aim is to simplify and enhance your user experience. We hope you will find our new CommunityHub portal practical, intuitive, and easy to navigate.

Once you have received an email to activate CommunityHub, please follow the guide to set up your account.

Learn more	Page
Step 1 Installing an authenticator app	3
Step 2 Activating your CommunityHub account	4
Step 3 Set a new password	5
Step 4 Sign into your new CommunityHub account and link your authenticator app	6
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Step 7 (optional) Add CommunityHub as a mobile shortcut	13
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Step 1

Installing an authenticator app

In line with the Australian Government's cybercrime advice, you will need two things each time you log in to your CommunityHub account: Your password and a 6-digit login code from an authenticator app.

If you don't have an authenticator app on your device (e.g. smartphone or tablet), you will need to install one before activating your account. Many different authenticator apps are available, but if this is your first time installing this type of app, we have included step-by-step guides for the Google Authenticator and Microsoft Authenticator apps.

Please view the Google Authenticator and Microsoft Authenticator app sections below to see how to download it to your device.

How to set up the Google Authenticator App

1 Download the app on your phone:

If you have an Apple device:

Go to the Apple Store and download the app on your phone.

Click here or scan the QR code to download on Apple.

If you have an Android device:

Go to Google Play Store and download the app on your phone.

Click here or scan the QR code to download on Andriod.

How to set up the Microsoft Authenticator App

1 Download the app on your phone:

If you have an Apple device:

Go to the Apple Store and download the app on your phone.

Click here or scan the QR code to download on Apple.

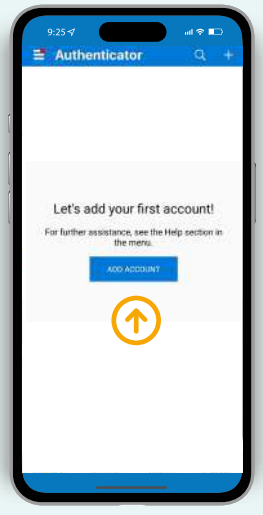
If you have an Android device:

Go to Google Play Store and download the app on your phone.

Click here or scan the QR code to download on Andriod.

2 **Add an account**

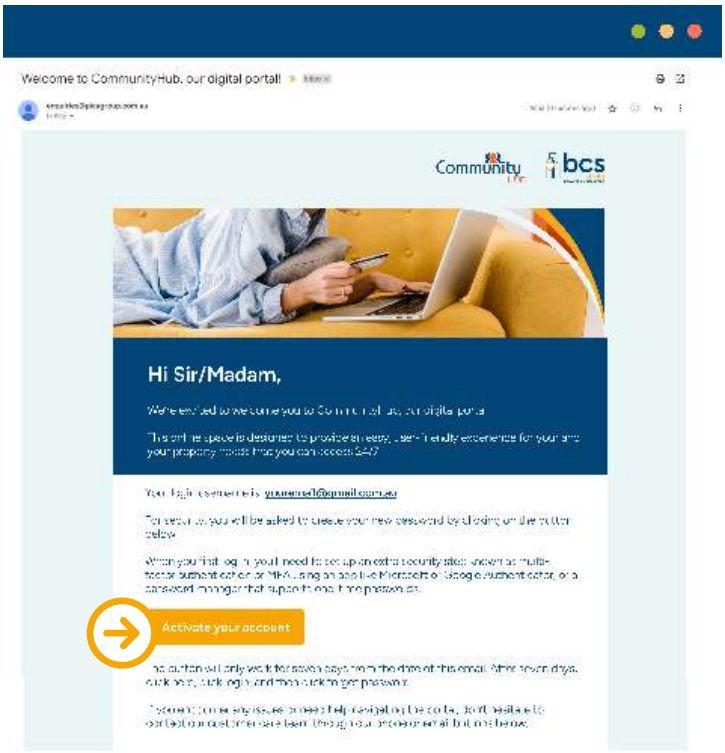
Once installed, open the app, and click 'Add Account'.



Step 2

Activating your CommunityHub account

1 Once your authenticator app is ready, return to your CommunityHub set up email and click on the ‘Activate your account’ button.



1 Clicking the ‘Activate your account’ button will open CommunityHub for the first time in your browser, where you will start setting up your CommunityHub account.

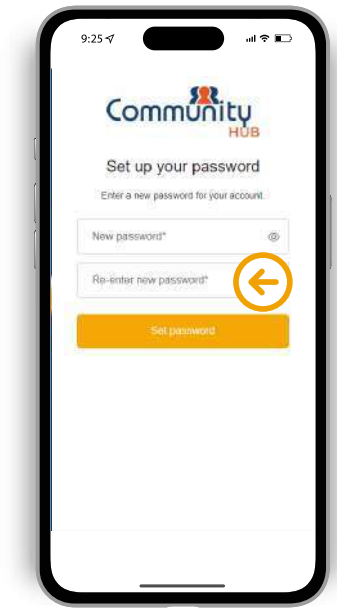


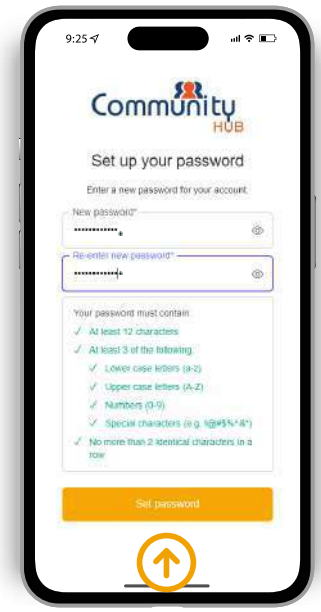
Step 3

Set a new password

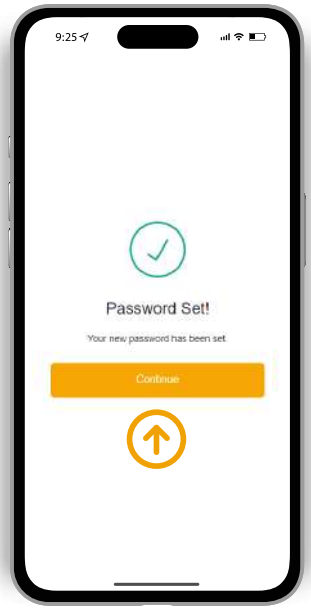
1 You will be asked to enter a new password to set up your account.

2 Please ensure your new password fulfils the prompted requirements and click the ‘Set password’ button to continue.





3 Your new password should now be successfully set up. Next, click on the ‘Continue’ button to navigate back to the main page.



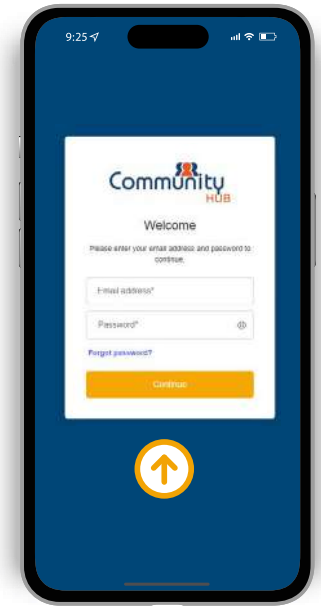
Step 4

Sign into your new CommunityHub account and link your authenticator app

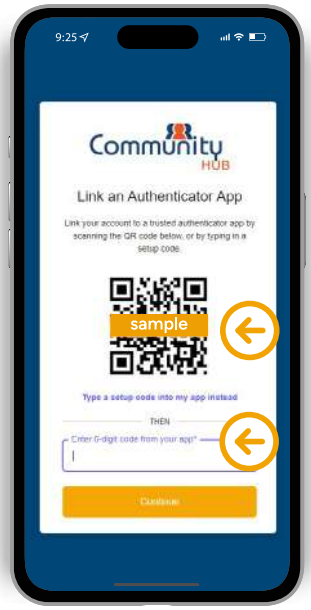
1 You will now be prompted to sign into your new CommunityHub account by clicking the 'login' button.



2 Sign into your new account using your associated email and type in the new password (created in step 3).

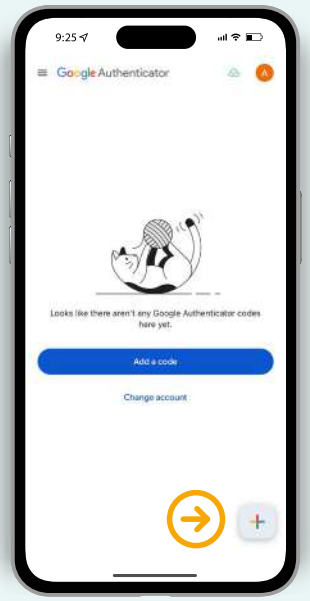


3 To link your account, open your chosen authenticator app from step 1 to scan the QR code. Please note that using the normal camera app will not work for this. The QR code will generate a six-digit one-time code that you can put into your 'Enter 6 digit-code from your app' field in the CommunityHub set up page. If your app is on the same device you are logging into, or you can't scan QR codes, skip to step 5 to manually type in a code instead. For more help completing this step in an authentication app, please view the following Google Authenticator and Microsoft Authenticator sections to learn more.

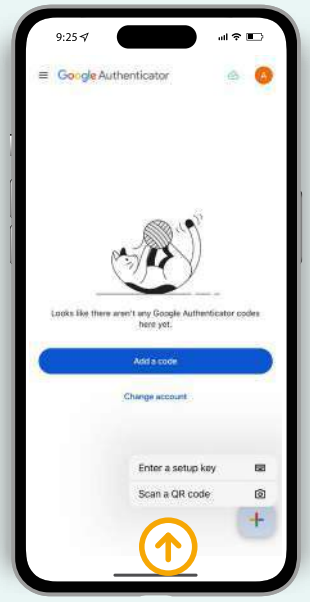


How to link your Google Authenticator App

1. Open your Google Authenticator app and select the plus (+) icon on the bottom right home screen.

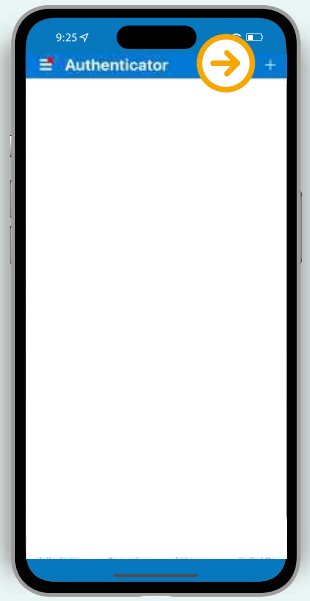


2. Select the 'Scan a QR code ' option.

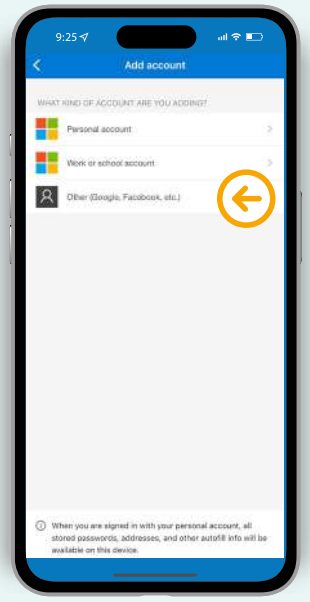


How to link your Microsoft Authenticator App

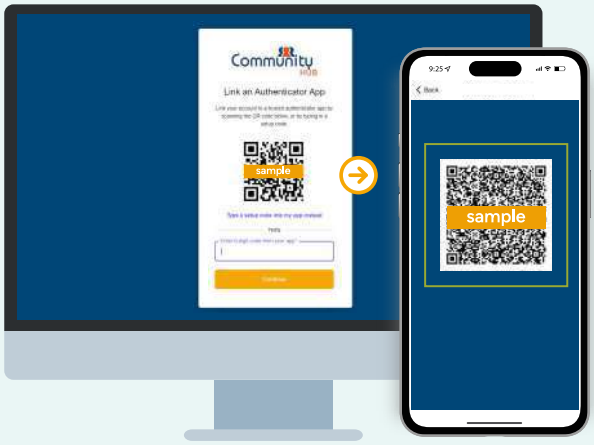
1. Open your Microsoft Authenticator app and select the plus (+) icon on the top right navigation bar.



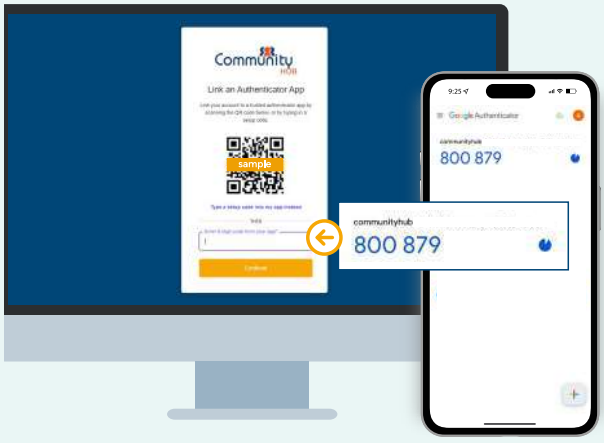
2. Select 'Other account (Google, Facebook, etc.)' option.



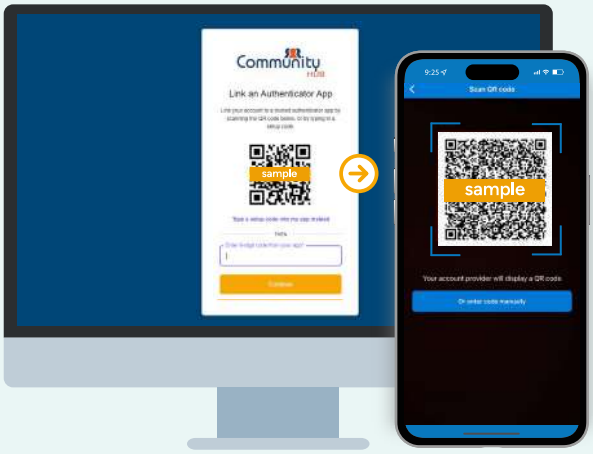
3 This will open up a QR code scanner. Scan the QR code displayed by the CommunityHub portal when you create your account step 4.



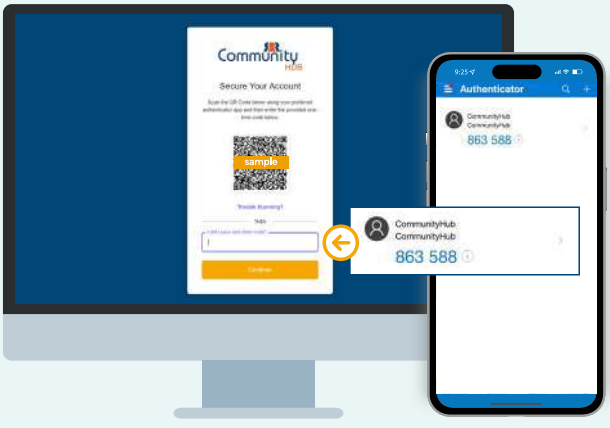
4 On the home screen of the Google Authenticator app, you should now have a six-digit code that you type into the 'Enter your one-time code' field in the CommunityHub set-up page.



3 This will open up a QR code scanner. Scan the QR code displayed by the CommunityHub portal when you create your account in step 4.



4 On the home screen of the Microsoft Authenticator app, you should now have a six-digit code that you can type into the 'Enter your one-time code' field in the CommunityHub set-up page.



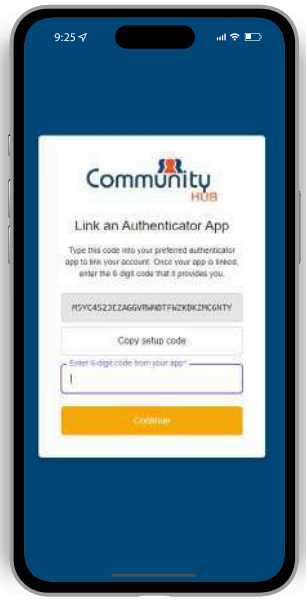
Step 5 (optional)

Link your authenticator app without scanning a QR code

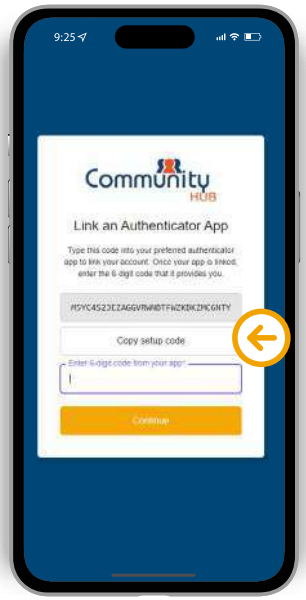
1. Please click the 'Type a setup code into my app instead' link below the QR code displayed on the CommunityHub set up page when you create your account in step 4.



2. This will open up a new page with a setup code you can copy into your authenticator app.

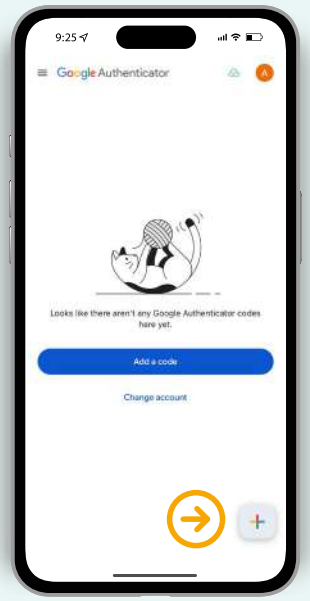


3. Copy or enter the setup code into your chosen authenticator app. This would then generate a six-digit one-time code that you can put into your 'Enter 6 digit-code from your app' field on the CommunityHub setup page. For more help completing this step in an authentication app, please view the following Google Authenticator and Microsoft Authenticator sections to learn more.

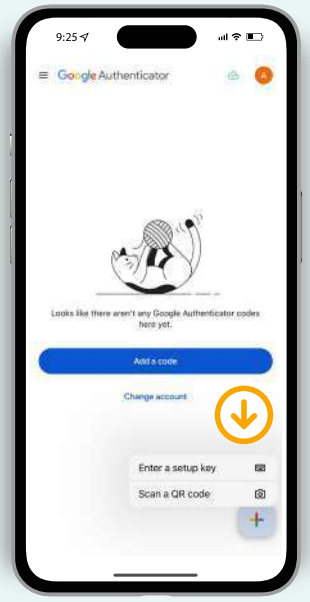


How to enter a code
Google Authenticator App

1 Open your Google Authenticator app and select the plus (+) icon on the bottom right of the home screen.

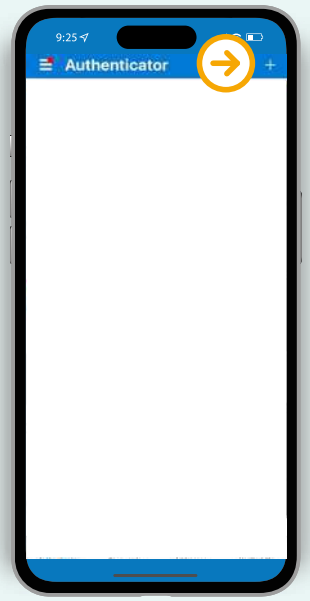


2 Select the 'Enter a setup key' option.

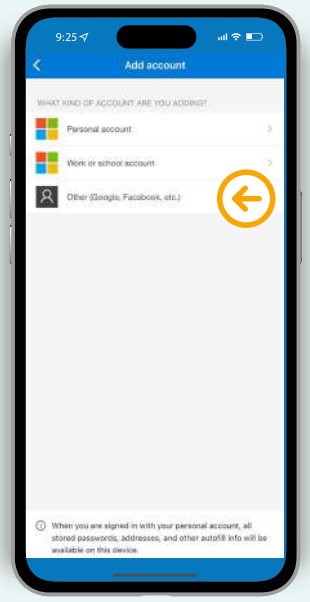


How to enter a code
Microsoft Authenticator App

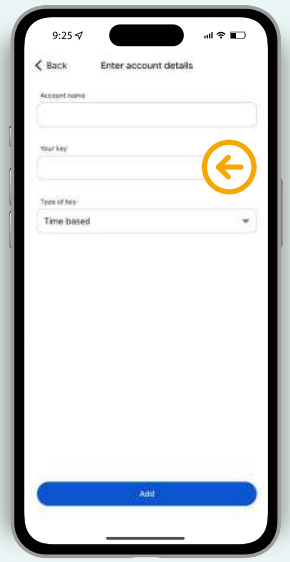
1 Open your Microsoft Authenticator app and select the plus (+) icon on the top right navigation bar.



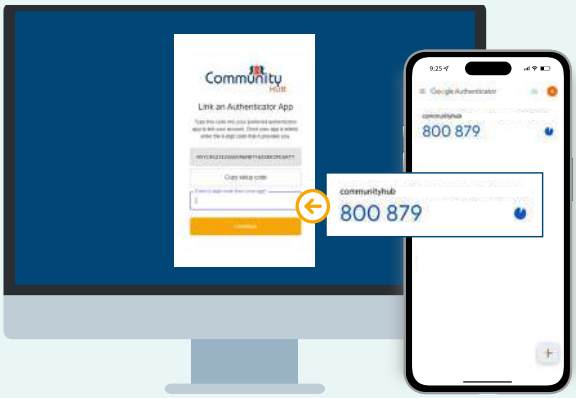
2 Select the 'Other account (Google, Facebook, etc.)' option.



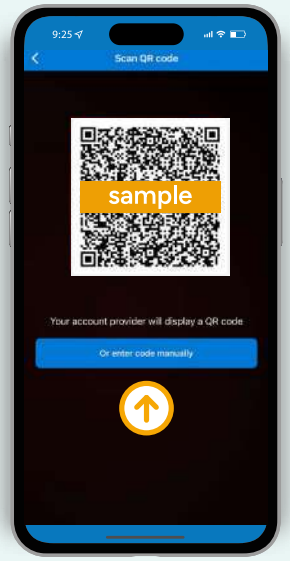
3 Add a recognisable account name and then copy and paste the recovery code from the CommunityHub set up page in step 5 into the 'Your key' field.



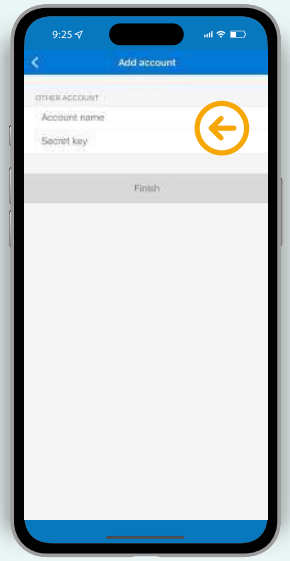
4 On the home screen of the Google Authenticator app, you should now have a six-digit code that you can type into the 'Enter six-digit code from your app' field in the CommunityHub set up page.



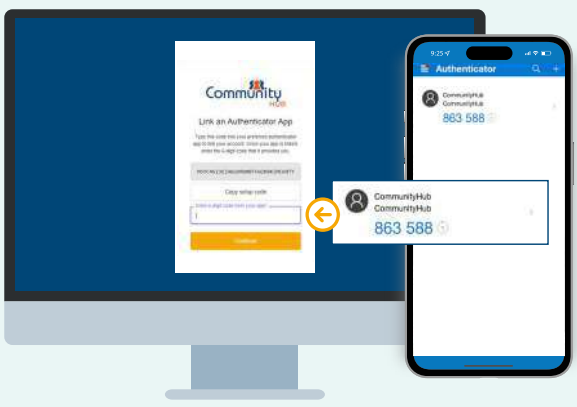
3 Click on the 'Or enter code manually' button below the QR code scanner.



4 Add a recognisable account name and then copy and paste the recovery code from the CommunityHub set up page in step 5 into the 'Your key' field.



5 On the home screen of the Microsoft Authenticator app, you should now have a six-digit code that you can type into the 'Enter six-digit code from your app' field in the CommunityHub set up page.

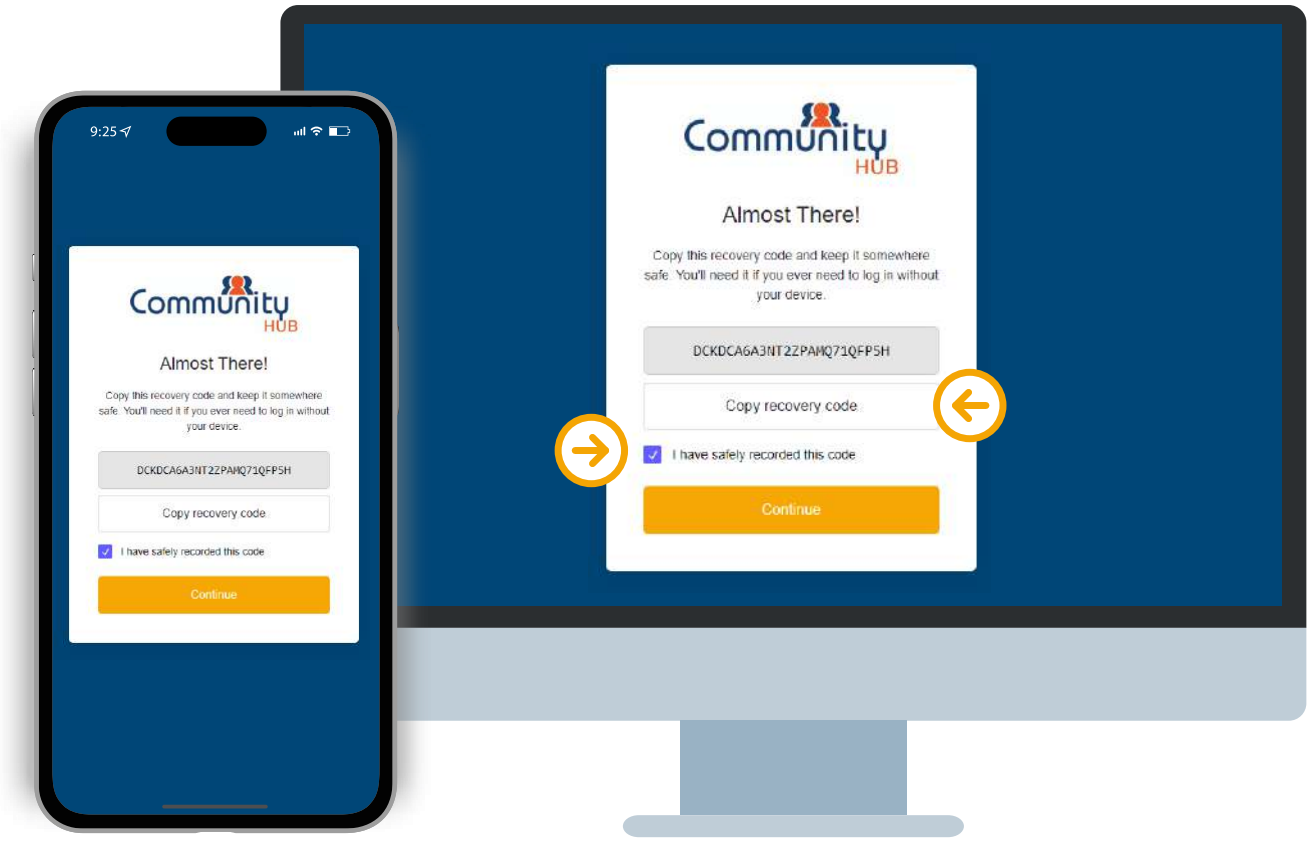


Step 6

Save your recovery code

Once you have completed the authentication process, you will land on the last page with your recovery code. Please save this code somewhere safe, as it code will help you gain access to your account if you ever lose your mobile or access to the authenticator app.

Once you've saved the recovery code in a secure location, check the 'I have safely recorded the code' box to confirm and select the 'Continue' button to finish setting up your account.



Step 7 (optional)

Adding CommunityHub as a mobile shortcut

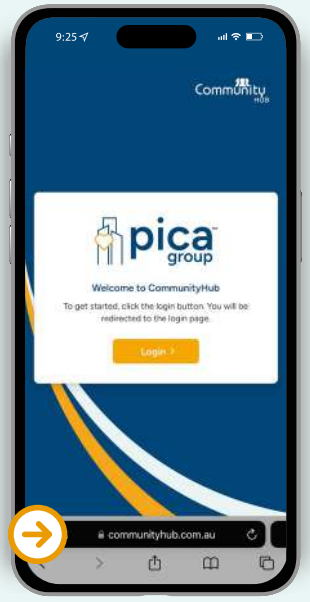
To swiftly and easily access your account next time, you can add the CommunityHub login page as a shortcut on the home screen of your mobile device. For more help completing this step on your mobile device, please view the following Apple or Android sections below to learn more.

Apple mobile device

1. You will need to use the Safari app for this guide.

   To start, please open the CommunityHub login portal page for your branch in the Safari App. You can also find this link by clicking here or in the set-up email that was previously sent to you.

2. If the Safari app is the default browser on your Apple device. Clicking on the link should open CommunityHub login page on the Safari App. If you use a different browser, please copy the link and paste it into the Safari app search bar pictured below.



Android mobile device

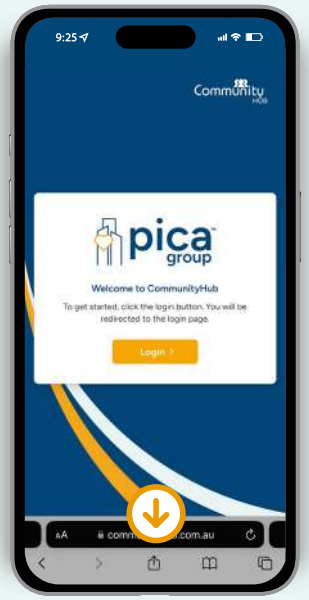
1. You will need to use the Google Chrome app for this guide.

   To start, please open the CommunityHub login portal page for your branch in the Google Chrome app. You can also find this link by clicking here or in the set-up email that was previously sent to you.

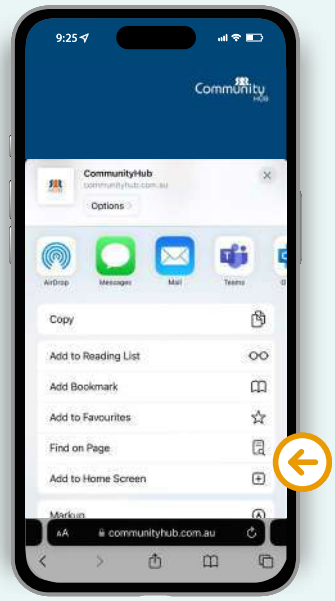
2. If the Google Chrome app is the default browser on your Android device. Clicking on the link should open CommunityHub login page on the Google Chrome App. If you use a different browser, please copy the link and paste it into the Goolge Chrome app search bar pictured below.



3 Click the share button in the middle of the navigation bar at the bottom of the screen. Please note: The navigation bar may be hidden depending on your settings. The tab bar should reappear when you scroll upwards on the screen.



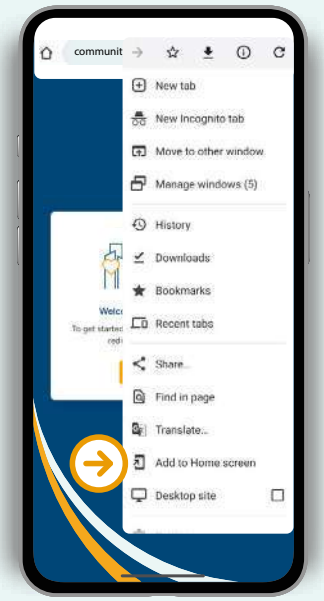
4 Scroll down the list of options and select the 'Add to Home Screen'.



3 Click the three dots on the top right corner of the navigation bar. Please note: The navigation bar may be automatically hidden depending on your settings. The tab bar should reappear when you scroll downwards on the screen.



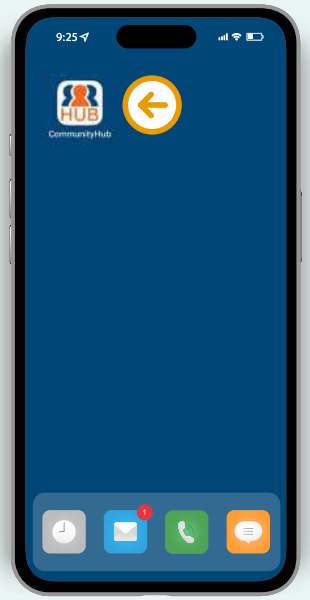
4 Select 'Add to Home screen' from the menu options.



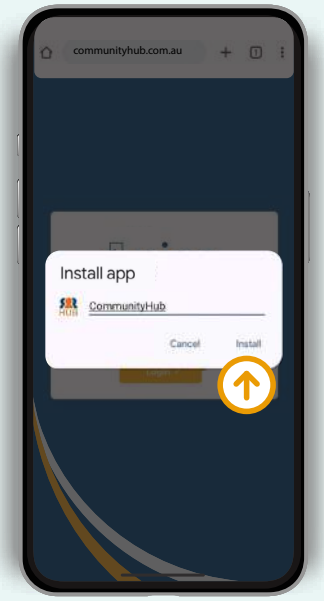
5 Click the ‘Add’ button to create the shortcut.



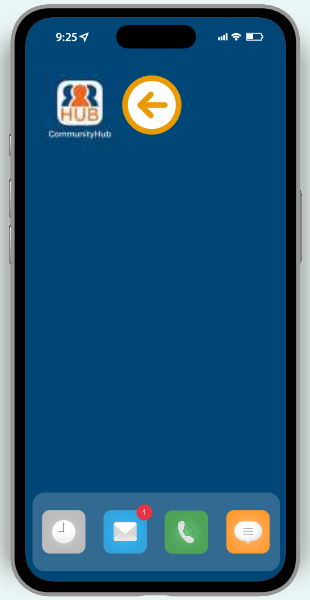
6 The shortcut is now successfully added to your home screen as an app where you can easily access your CommunityHub login page.



5 Click the ‘Add’ button to create the shortcut.



6 The shortcut is now successfully added to your home screen as an app where you can easily access your CommunityHub login page.



Step 8

How to log in next time

You can find a button to log into your CommunityHub account for next time at the top of your associated branch page next to the contact information.

1. You will now be prompted to sign into your new CommunityHub account by clicking the 'login' button.



2. Sign into your new account using your associated email and type in the new password (created in step 3).



3. Go to your chosen authenticator app and enter the six-digit code into the 'Enter your one-time code' field on the CommunityHub login page.

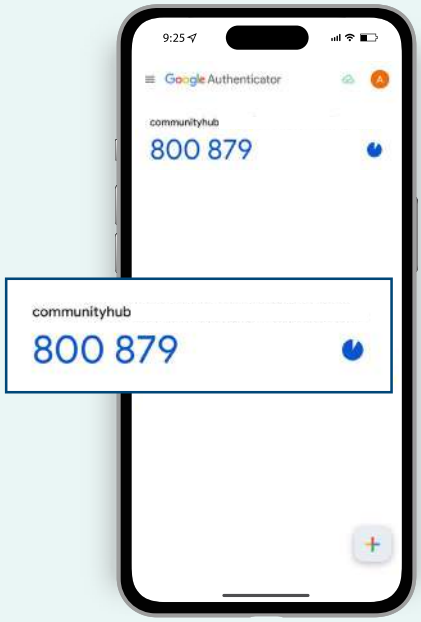
   For more help completing this step in an authentication app, please view the following Google Authenticator and Microsoft Authenticator sections to learn more.

   You can also choose to tick the 'Remember me for 30 days' to easily sign- in next time.

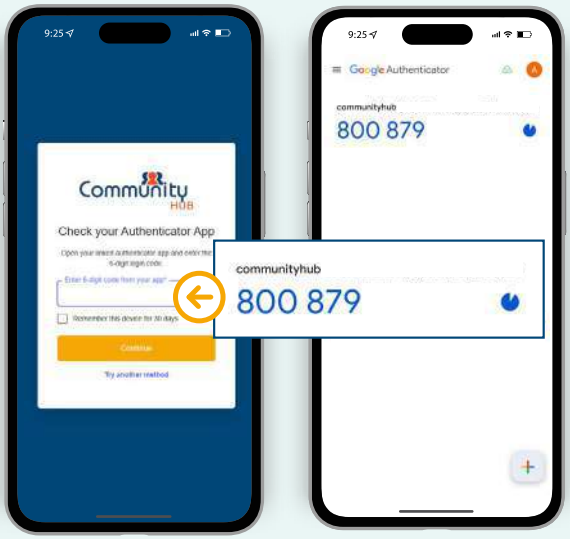


How to enter a one-time code from Google Authenticator

1. On the home screen of the Google Authenticator app, you should now have a six-digit code for CommunityHub after completing step 4.

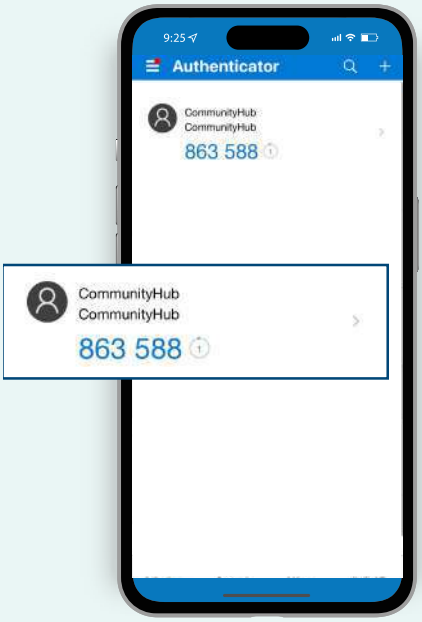


2. Type the six-digit CommunityHub code from the Google Authenticator app into the 'Enter your one-time code' field on the CommunityHub set-up page.

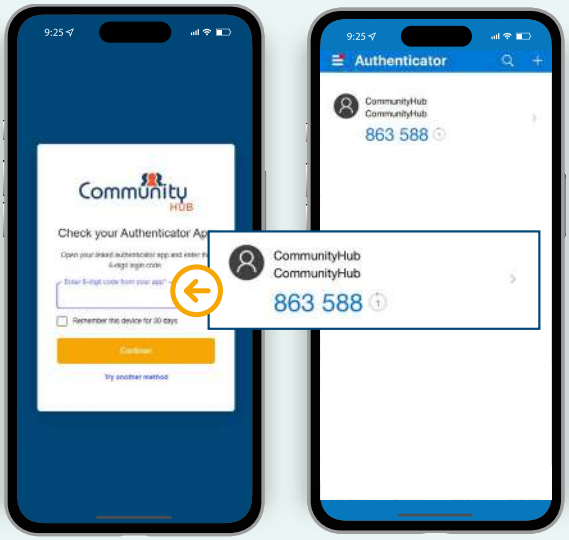


How to enter a one-time code from Microsoft Authenticator

1. On the home screen of the Microsoft Authenticator app, you should now have a six-digit code for CommunityHub after completing step 4.



2. Type the six-digit CommunityHub code from the Google Authenticator app into the 'Enter your one-time code' field on the CommunityHub set-up page.



You are ready to go!

You're all set and ready to safely and securely log into CommunityHub and access your plan's information.

Your security is our top priority. We understand that the MFA process might seem cumbersome and lengthy. However, we've implemented this crucial step to strengthen your account against potential threats.

In the vast digital world, this additional layer of security acts as a robust shield, keeping your sensitive information and personal data safe and secure. Our objective is to provide you with not just great services but also peace of mind when it comes to the security of your account.

Thank you for your cooperation and patience with our MFA process, as it exists for your utmost protection.

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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

Sch. 2 rule 1.4 inserted by S.R. No. 147/2021 reg. 14.

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.

Sch. 2 rule 1.5 inserted by S.R. No. 147/2021 reg. 14.

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

Sch. 2 rule 4.1(7) inserted by S.R. No. 147/2021 reg. 15(1).

(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.

Sch. 2 rule 5.2(3) inserted by S.R. No. 147/2021 reg. 15(2).

Sch. 2 rule 5.2(4) inserted by S.R. No. 147/2021 reg. 15(2).

(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.

Sch. 2 rule 5.2(5) inserted by S.R. No. 147/2021 reg. 15(2).

(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.

Sch. 2 rule 7(5) amended by S.R. No. 147/2021 reg. 15(3).

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

Sch. 2 rule 7(5A) inserted by S.R. No. 147/2021 reg. 15(4).

(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.

Sch. 2 rule 7(6A) inserted by S.R. No. 147/2021 reg. 15(5).

Sch. 2 rule 7(6B) inserted by S.R. No. 147/2021 reg. 15(5).

(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**.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

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BUSINESS PACK INSURANCE / CERTIFICATE OF CURRENCY

Policy Number: 46A918445BPK

This certificate acknowledges that the policy referred to is in force for the period shown.

Details of the cover are listed below.

Policy Number:	46A918445BPK
Period of Insurance:	From 30/06/2025 to 30/06/2026 at 4.00pm
Insured Name:	OCPS 617320S
ABN Number	26 830 973 051

Liability Section		**Sum Insured**	**Excess**
Location:	430-450 MANDALAY CCT BEVERIDGE VIC 3753	Liability: $20,000,000	
Type of Business:	COMMON GROUND LIABILITY	Property Owner: Yes	
		Property Damage Excess:	$10,000

Interested Party: None Noted

Issued by: QBE Australia
Date Issued: 30. June 2025

End of Certificate.

QM1567-0607

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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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