



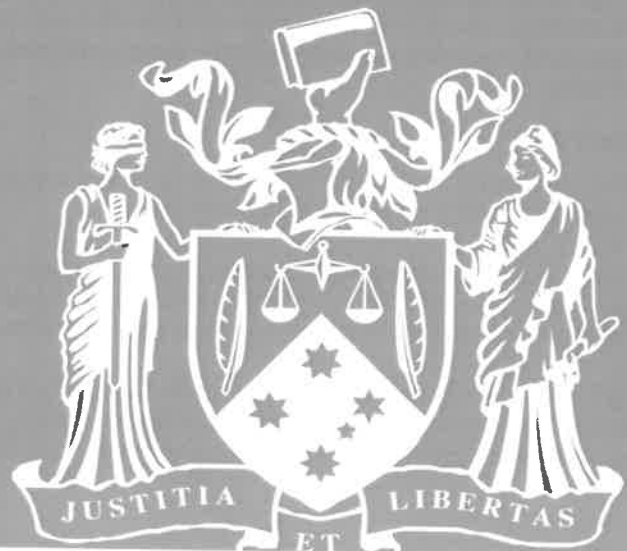
Contract of Sale of Land

Property: 51 Fairhaven Avenue, Beveridge VIC 3753

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of Conveyancers (Victorian Division)



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

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

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

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

Approval

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

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Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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WARNING TO ESTATE AGENTS

DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../20.....

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

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../20.....

Print name(s) of person(s) signing: Jack Jeffrey Evans and Michelle Claire Soares

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: Stone Real Estate
Address: 1/75 Church Street, Whittlesea VIC 3757
Email: whittlesea@stonerealestate.com.au; jenniterhaar@stonerealestate.com.au
Tel: 9716 2000 Mob: 0438 130 473 Fax: Ref:

Vendor

Name: Jack Jeffrey Evans and Michelle Claire Soares
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: MLM Conveyancing
Address: 9 Penarth Court, Craigieburn VIC 3064
Email: michelle@mlmconveyancing.com.au
Tel: 0402 637 527 Mob: Fax: Ref: 857/25/Soares

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11228 Folio 950	69	POS 617320S
Volume Folio		

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 51.Fairhaven.Avenue..Beveridge.VIC.3753.....

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fixtures and fittings of a permanent nature.....
.....

Payment

Price \$

Deposit \$ by / / 20..... (of which \$ has been paid)

Balance \$ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

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

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

Settlement (general conditions 17 & 26.2)

is due on / /20.....

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$: Approval date: / /20.....

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

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

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.

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.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

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

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

23. ADJUSTMENTS

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

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

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

despite:

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

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

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

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

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

despite:

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

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

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

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.

Special Conditions

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)

1. Acceptance of title

General condition 12.4 is added:

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.

Special condition 1B – Foreign resident capital gains withholding

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special 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.
- 1B.3 This special condition only applies 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 is 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.
- 1B.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.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 1B.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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special 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.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.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.
- 1B.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.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2. Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 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*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 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 special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 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 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
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Interpretation

In the interpretation of the contract where the context permits:

- (a) Words importing either gender shall be deemed to include the other gender;
- (b) Words importing the singular number shall be deemed to include the plural and vice versa; and
- (c) Where there are two or more purchasers the agreements and obligations of the purchaser hereunder shall bind them jointly and each of them severally.

4. Land Identity

The purchaser admits that the land offered for sale and inspection by them is identical to that described in the title attached. The purchaser shall not make any requisition in respect of or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the vendor to amend title or to bear all or any part of the cost of doing so.

5. Acknowledgement

The purchaser acknowledges having received from the vendor's estate agent prior to the execution of the Contract or any preliminary Contract or Contract Note or payment of any deposit or other money, a copy of this Contract pursuant to Section 53 of the *Estate Agents Act 1980* and a statement required by Section 32 of the *Sale of Land Act 1962* including a copy of a Due Diligence Checklist.

6. Planning

The purchaser buys subject to any restrictions imposed by the provisions of any applicable town planning acts, orders, plans, schemes, overlays, local government by-laws or other enactments or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in title, and the purchaser shall not make any requisition or objection nor be entitled to any compensation from the vendor in respect thereof. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded.

7. Restrictions

The property is sold subject to all easements, covenants, leases/licenses, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior signing the Contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto.

8. Condition of property

- (a) The purchaser acknowledges that the parties have inspected the property hereby sold and accepts condition thereof.
- (b) Save as may be otherwise hereinafter expressly provided to the contrary, the Purchaser agrees and acknowledges that:-
 - (i) The property and the chattels are purchased in their existing condition and state of repair and with any defects as regards to its construction and as inspected and existing as at the date hereof; and
 - (ii) The vendor is under no liability or obligation to carry out any repairs, renovations, alterations or improvements to the property.
- (c) The purchaser further acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise in respect to same and the Purchaser expressly relieves the Vendor and/or its servants or agents from any claims or demands in respect thereto.
- (d) The vendor makes no representations or warranties as to any plans, designs, or specifications that may exist in relation to the construction of any building in or on the property or to the condition of any building on the property.
- (e) The purchaser has purchased the property as a result of their own inspection and enquiries and accept that the land is sold (including improvements thereto) in the present state of repair and condition,
- (f) They shall not be entitled to make any requisition, objection, or claim for compensation in respect of the condition or state of repair of the land improvements of any defect (whether latent or patent) or the location of any structure or improvement over any sewer drain or other property service (whether or not any required approval consent was obtained or condition complied with) or of any non-compliance of the improvements

with the provisions of the Local Government Act, the Building Control Act or any other Act relating to such improvements or to any regulations made under such Acts.

9. Services

The purchaser acknowledges that it is their responsibility to check with the appropriate authorities as to the availability and cost of connection/re-connection of services to the property. The purchaser further acknowledges that they will be responsible to pay all costs of and incidental to the connection and/or re-connection of all the services that they may require.

10. No Representations

The purchaser acknowledges that:

- (a) The vendor's agent has acted as sole agent for the vendor;
- (b) No information, representation or warranty of the vendor or the vendor's agent was made with the intention or knowledge that it would be relied upon and no such information, representation or warranty has been relied upon;
- (c) The purchaser has relied on its own enquiries and inspections of the property including all improvements, fixtures, fittings and/or chattels;
- (d) It has not relied on any description of the property included in any brochure, investment report or advertising for the sale;
- (e) No representation or warranty has been made or given that the property is suitable for the purchasers intended purpose or that any permit has been obtained or is available;
- (f) No warranty has been given as to the condition, quality or fitness for the purpose of its improvements, fixtures, fittings, or chattels; and
- (g) This contract forms the entire agreement between the vendor and the purchaser.

11. GST farming business

11.1 General condition 13.1(b) is deleted and replaced by the following:

If 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 a part of it) does not satisfy the requirements of section 38.480 of the GST Act; or

11.2 General condition 13.4 is deleted and replaced by the following:

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.

12. Foreign Acquisition and Takeovers Act 1975 (C'th)

- (a) The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter into this contract.
- (b) If there is a breach of the warranty contained in clause 12.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach.
- (c) This warranty and indemnity do not merge on completion of this contract.

13. Whole Agreement

This contract sets out all the terms and conditions of this sale. Any promise condition, representation or warranty which may have been made by the vendor or by any other person on behalf of the vendor and which is not set out in this contract is negative and withdrawn. The purchaser acknowledges that there is no other contract agreement or collateral warranty subsisting at the time signing this contract which relates to the property. This condition shall operate for the benefit of the vendor and the vendor's estate agent and their respective employees, agents and contractors.

14. Default/Rescheduling settlement

The Vendor gives notice to the purchaser that in the event that the purchaser fails and/or neglects to complete the purchase of the property on the due date specified in the Contract of Sale or any such date as may be mutually agreed to by the parties and settlement is re-scheduled, the purchaser will be in default of this contract and shall pay:

- (a) Any necessary accommodation expenses necessarily incurred by the Vendor;
- (b) All costs incurred by the Vendor associated with obtaining bridging finance to complete the Vendor's purchase of other property and interest charged on such bridging finance;
- (c) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date;
- (d) Additional costs and expenses between the Vendor and the Vendor's representative;
- (e) Any costs, expenses and penalties incurred by the Vendor to a third party through any delay in completion of the Vendor's purchase;
- (f) The Vendor's representatives an amount of \$250 plus GST for each and every rescheduled settlement, such additional amount or amounts to be paid at settlement:

15. Non merger

Any term of this contract that remains to be performed or is capable of having effect after the settlement date will not merge on transfer of the property but will continue to have full force and effect.

16. Guarantee and Indemnity

Without limiting general condition 19, if the purchaser is a corporation, the purchaser must procure the guarantee of its directors (or such other person or persons that the vendor shall approve) by obtaining the execution of the Guarantee and Indemnity in the form annexed hereto.

17. Contamination of Land

The purchaser acknowledges that no representations, warranties or indemnities of any kind have been made or given by the Vendor concerning the existence or otherwise of any contamination of or in the property of concerning the risk or any possible harm or detriment which may be caused to any beneficial use of the property and agrees not to make any requisition or claim against the vendor howsoever arising by reason of or in consequence of or in respect of any contamination or any harm or detriment which may be caused to any beneficial use of the property.

18. Smoke Alarms

The purchaser should note that all dwellings and units are required to be fitted with self-contained smoke alarms. The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the Purchaser must do so at the Purchaser's costs and expense.

19. Land Tax

Where the sale price of the property is less than \$10,000,000.00, General Condition 15 is varied to the extent that there shall be no adjustment of any Land Tax for the property, and the purchaser shall not be required to make any contribution to the Vendor's Land Tax at settlement or otherwise.

GUARANTEE

1. The "Guarantor", "Vendor", "Purchaser" and "Contract" are set out in the Schedule.
2. In consideration of the Vendor at the request of the Guarantor entering into the Contract the Guarantor:-
 - (a) Agrees to be jointly and severally liable with the Purchaser to the Vendor for the performance of all obligations of the Purchaser;
 - (b) Guarantees to the Vendor the payment of all money payable by the Purchaser and the performance of the Purchaser's obligations.
3. If for any reason all or any part of the Contract is unenforceable by the Vendor against the Purchaser, the Guarantor will indemnify the Vendor against all loss including all money that would have been payable by or recoverable from the Purchaser if the Contract had been enforceable against the Purchaser.

SCHEDULE

Guarantor:

Vendor: as detailed in the Contract

Purchaser: as detailed in the Contract

Contract: the within Contract between the Vendor and the Purchaser for the property

EXECUTED AS A DEED on this day of 20

SIGNED SEALED AND DELIVERED by)

The Guarantor in the presence of:)

Witness

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document is current as at 1 July 2024.

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Section 32 Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included.

"Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land	Volume 11228 Folio 950 Lot 69 on POS 617320S	
+ Vendor's name	Jack Jeffrey Evans <small>DocuSigned by:</small>	Date 5/1/2025 / /
+ Vendor's signature	<i>Jack Jeffrey Evans</i> <small>58CAEEF59E4D420...</small>	
+ Vendor's name	Michelle Claire Soares <small>DocuSigned by:</small>	Date 5/1/2025 / /
+ Vendor's signature	<i>Michelle Claire Soares</i> <small>D003B38B0C5644D...</small>	
+ Purchaser's name		Date / /
+ Purchaser's signature		
+ Purchaser's name		Date / /
+ Purchaser's signature		

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1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$

OR

(b) Are contained in the attached certificate/s.

OR

(c) Their amounts are:

	Authority	Amount	Interest (if any)
(1)	<input type="text"/>	(1) \$ <input type="text"/>	(1) \$ <input type="text"/>
(2)	<input type="text"/>	(2) \$ <input type="text"/>	(2) \$ <input type="text"/>
(3)	<input type="text"/>	(3) \$ <input type="text"/>	(3) \$ <input type="text"/>
(4)	<input type="text"/>	(4) \$ <input type="text"/>	(4) \$ <input type="text"/>

(d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$

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

\$

To

Other particulars (including dates and times of payments):

1.3 Terms Contract

This section 1.3 only applies if this section 32 statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this section 32 statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

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

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

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this section 32 statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

(a) Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b) Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:	
Type of policy:	Policy no:
Expiry date:	Amount insured:

2.2 Owner-Builder

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

(a) Attached is a copy or extract of any policy of insurance required under the *Building Act* 1993.

OR

(b) Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:	
Policy no:	Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s.

OR

Is as follows:

--

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

--

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

OR

The required specified information is as follows:

(a) Name of planning scheme

(b) Name of responsible authority

(c) Zoning of the land

(d) Name of planning overlay

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements.

OR

Are as follows:

--

4.2 Agricultural Chemicals

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

4.3 Compulsory Acquisition

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

5. BUILDING PERMITS

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

Are contained in the attached certificate.

OR

Are as follows:

6. OWNERS CORPORATION

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

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

OR

6.2 Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

6.3 The owners corporation is an inactive owner's corporation.²

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an “X”
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an “X”
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an “X”

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an “X” indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) Any certificate of exemption from liability to pay a GAIC
- (d) Any certificate of staged payment approval
- (e) Any certificate of no GAIC liability
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above

8. SERVICES

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

- Electricity supply Gas supply Water supply Sewerage Telephone services

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

OR

(b) General Law Title

The last conveyance in the chain of title or other document which gives evidence of the vendor’s title to the land.

- 9.2 Evidence of the vendor’s right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- (a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

OR

- (b) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.

- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

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

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

10.3 Further Plan of Subdivision

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

- (a) Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).

OR

- (b) Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Are contained in the attached building energy efficiency certificate.

OR

Are as follows:

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this section 32 statement but the checklist may be attached as a matter of convenience.)

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is a Law Institute of Victoria published "Additional Section 32 Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Due diligence checklist

What you need to know before buying a residential property

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

(04/10/2016)

- 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.

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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 11228 FOLIO 950

Security no : 124123816359E
Produced 20/04/2025 04:32 PM

LAND DESCRIPTION

Lot 69 on Plan of Subdivision 617320S.
PARENT TITLE Volume 11161 Folio 381
Created by instrument PS617320S Stage 2 29/09/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JACK JEFFREY EVANS
MICHELLE CLAIRE SOARES both of 51 FAIRHAVEN AVENUE BEVERIDGE VIC 3753
AX490266A 27/11/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX490267X 27/11/2023
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS617320S 29/09/2010

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: 51 FAIRHAVEN AVENUE BEVERIDGE VIC 3753

ADMINISTRATIVE NOTICES



NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 27/11/2023

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: CAMERONS LANE (at time of subdivision) BEVERIDGE 3753 MGA CO-ORDINATES: E: 318 550 ZONE:55 (of approx centre of land N: 5 850 600 in plan)		Council Name: MITCHELL SHIRE COUNCIL	
VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	DEPTH LIMITATION DOES NOT APPLY	
ROAD R1-R9, R12, R14-R21, R23, R27-R56, R60, R61, R63-R67, R81, R97 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 RESERVE No.8-10, 17, 25-27, 30, 35 & 38-39 RESERVE No.33 RESERVE No.42, 46, 48, 52, 57, 64, 65, 72, 74, 77, 78, 80, 82 & 83	MITCHELL SHIRE COUNCIL MITCHELL SHIRE COUNCIL SPI ELECTRICITY PTY LTD YARRA VALLEY WATER LIMITED AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 064 651 118)	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, 3436 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, 5538 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	
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.	
EASEMENT INFORMATION			
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
Easement Reference	Purpose	Width (Metres)	Land Benefited/In Favour Of
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN MITCHELL SHIRE COUNCIL 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		LICENSED SURVEYOR: ANDREW J. REAY	
MASTERPLAN			
 Lyssna Group Pty Ltd <small>ABN 16 618 811 101</small>		DATE: 01/10/24 DRAWING: CM0052AA	REFERENCE: AA0015 DRAWN BY: RA ORIGINAL SHEET SIZE: A3 SHEET 1 OF 104

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 E-5	SEWERAGE POWERLINE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN-SECTION 88 ELECTRICITY INDUSTRY ACT 2000	YARRA VALLEY WATER LIMITED SPI ELECTRICITY PTY LTD
E-6 E-6	DRAINAGE WATER SUPPLY	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	MELBOURNE WATER CORPORATION YARRA VALLEY WATER LIMITED
E-7 E-7 E-7	DRAINAGE WATER SUPPLY POWERLINE	SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	MELBOURNE WATER CORPORATION YARRA VALLEY WATER LIMITED SPI ELECTRICITY PTY LTD
E-8	DRAINAGE	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-9 E-9 E-9	DRAINAGE SEWERAGE POWERLINE	SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	MITCHELL SHIRE COUNCIL YARRA VALLEY WATER LIMITED SPI ELECTRICITY PTY LTD
E-10 E-10	SEWERAGE DRAINAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	YARRA VALLEY WATER LIMITED MELBOURNE WATER CORPORATION
E-11 E-11	DRAINAGE POWERLINE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	MELBOURNE WATER CORPORATION SPI ELECTRICITY PTY LTD
E-12 E-12 E-12 E-12	SUPPLY OF WATER BY PIPELINE SUPPLY OF GAS POWERLINE TRANSMISSION OF TELECOMMUNICATION SIGNALS BY UNDERGROUND CABLE	SEE DIAG SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN THIS PLAN-SEC 88 ELECTRICITY INDUSTRY ACT 2000 THIS PLAN	YARRA VALLEY WATER LIMITED VIC GAS DISTRIBUTION PTY LTD SPI ELECTRICITY PTY LTD 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 E-14	SEWERAGE AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS INSTRUMENT No.AA1107	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	YARRA VALLEY WATER LIMITED MELBOURNE WATER CORPORATION
E-15 E-15	DRAINAGE DRAINAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	MITCHELL SHIRE COUNCIL MELBOURNE WATER CORPORATION
E-16 E-16 E-16	DRAINAGE DRAINAGE POWERLINE	SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	MITCHELL SHIRE COUNCIL MELBOURNE WATER CORPORATION SPI ELECTRICITY PTY LTD
E-17 E-17	DRAINAGE POWERLINE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	MITCHELL SHIRE COUNCIL 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



LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

Sheet 2

Original sheet size A3

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

LICENSED SURVEYOR: ANDREW J. REAY



DATE: 05/02/21
DRAWING: CM0065AA

REFERENCE: AA0015
DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
SHEET 3

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



Lyssna Group Pty Ltd
ABN 18 616 811 191

DATE: 01/10/24
DRAWING: CM0052AA

REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 4

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 - 28
E-13	14, 15, 17, 19, 20, 23, 24, 25, 27, 29
E-14	14, 16, 29
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, 80, 82, 87, 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

LICENSED SURVEYOR: ANDREW J. REAY



Lyssna Group Pty Ltd
ABN 18516811191
Tel: +61 3 9516 6899

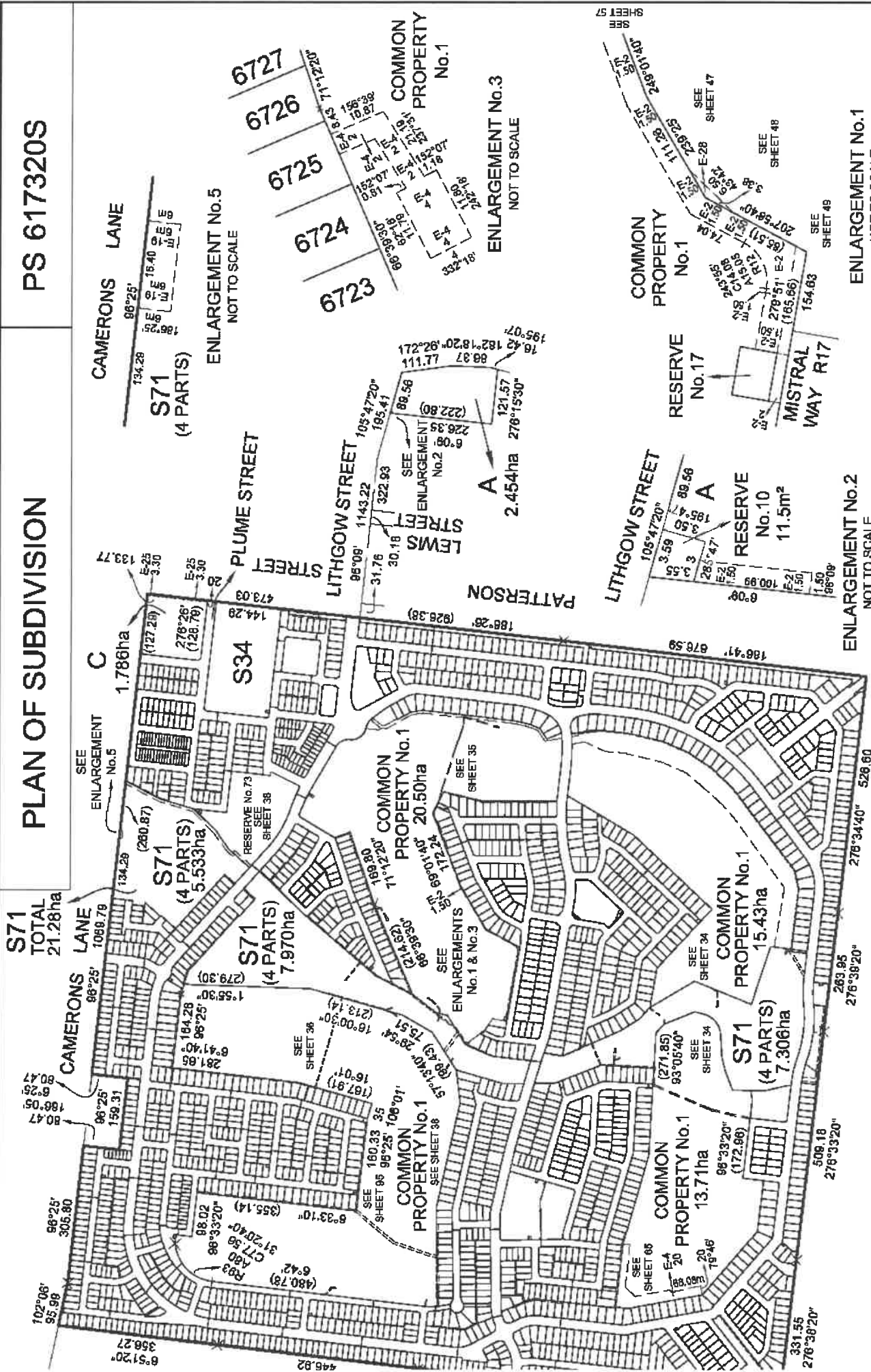
DATE: 01/10/24
DRAWING: CM0052AA


REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 5

PLAN OF SUBDIVISION

PS 617320S

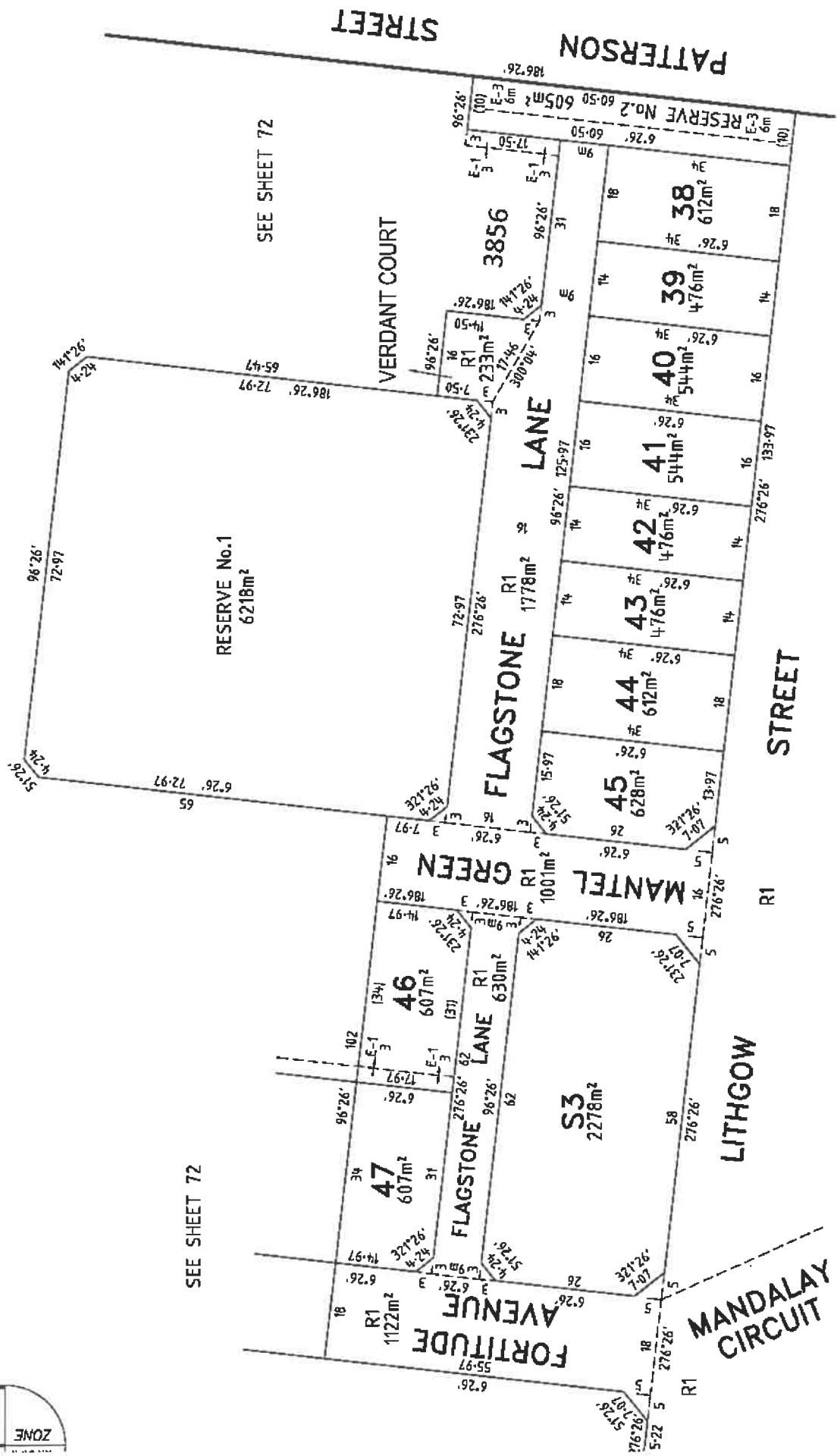


 <p>Lysna Group Pty Ltd ABN 18 616811 191 Tel: +61 3 9515 6899 P.O. Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia</p>	MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:8000	ORIGINAL SHEET SIZE: A3	SHEET 6
	DATE: 01/10/24 DRAWING: CMD052AA	REFERENCE: AA0015 DRAWN BY: BA	0 80 160 240 320 LENGTHS ARE IN METRES	ENLARGEMENT No.1 NOT TO SCALE	ENLARGEMENT No.2 NOT TO SCALE

72
55
ZONE

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 72

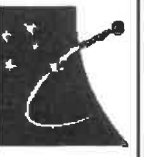
SEE SHEET 72

SEE SHEET 8

Sheet 7

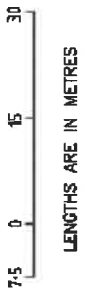
ORIGINAL

SCALE



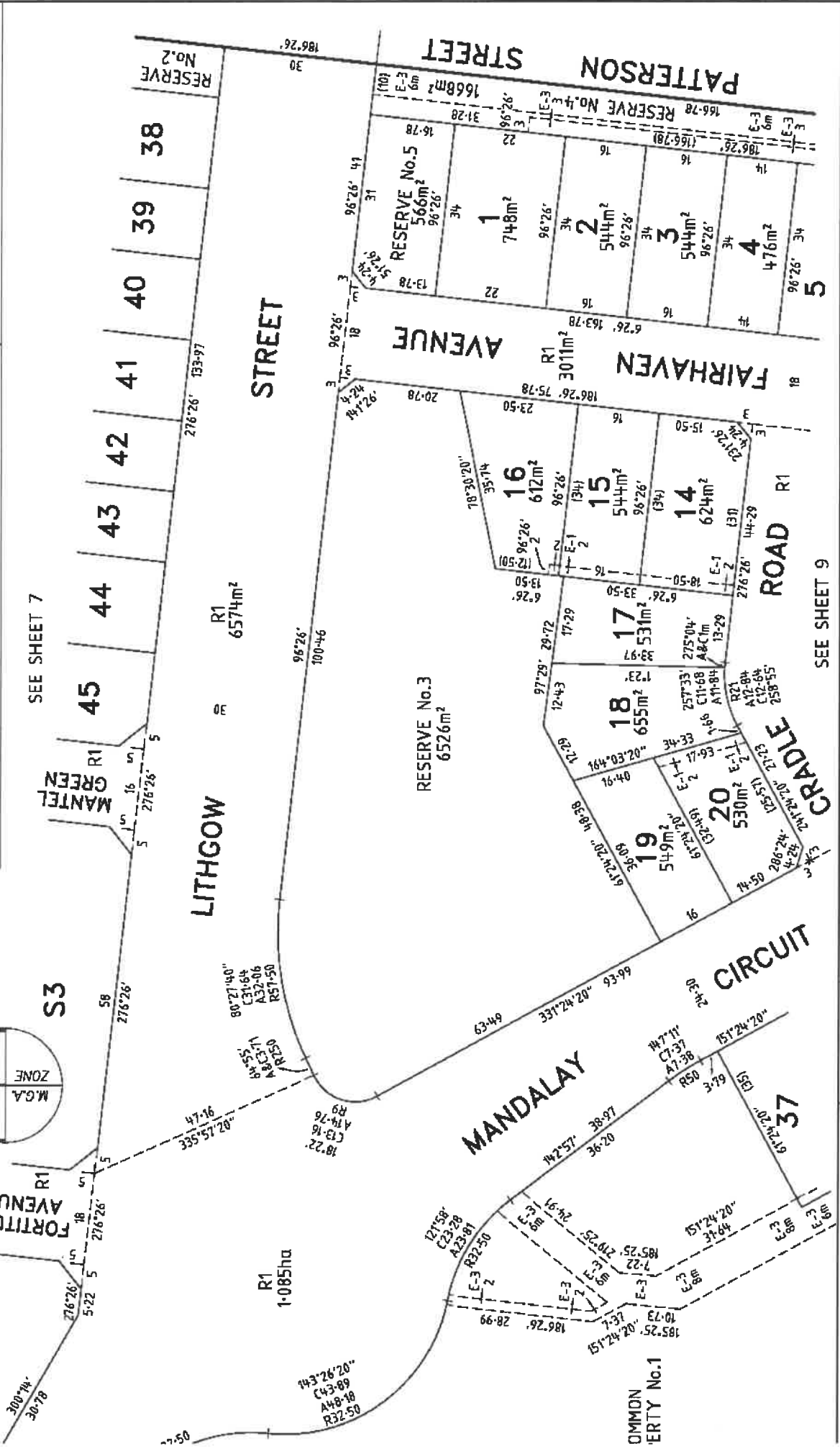
Jonson Pty Ltd
169 138 827
5075, South Melbourne, Vic 3205
n Road, South Melbourne
Australia
1699 1400 Fax 03) 9699 5992

SCALE SHEET SIZE
1:750 A3



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

PLAN OF SUBDIVISION
 PS 617320S



Plan Number
PS 617320S

SEE SHEET 7

SEE SHEET 9

SCALE
 1:750 A3

ORIGINAL SHEET SIZE

LENGTHS ARE IN METRES

7.5 0 15 30

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

Sheet 8

AY

Jonson Pty Ltd
 169 138 827
 5075, South Melbourne, Vic 3206
 n Road South Melbourne
 Australia
 1699 1400 Fax 03) 9699 5992

PLAN OF SUBDIVISION

Plan Number

PS 617320S

SEE SHEET 8

RESERVE

No.6

E-2 1.50

276'26"

RESERVE

No.11

E-3 2

276'26"

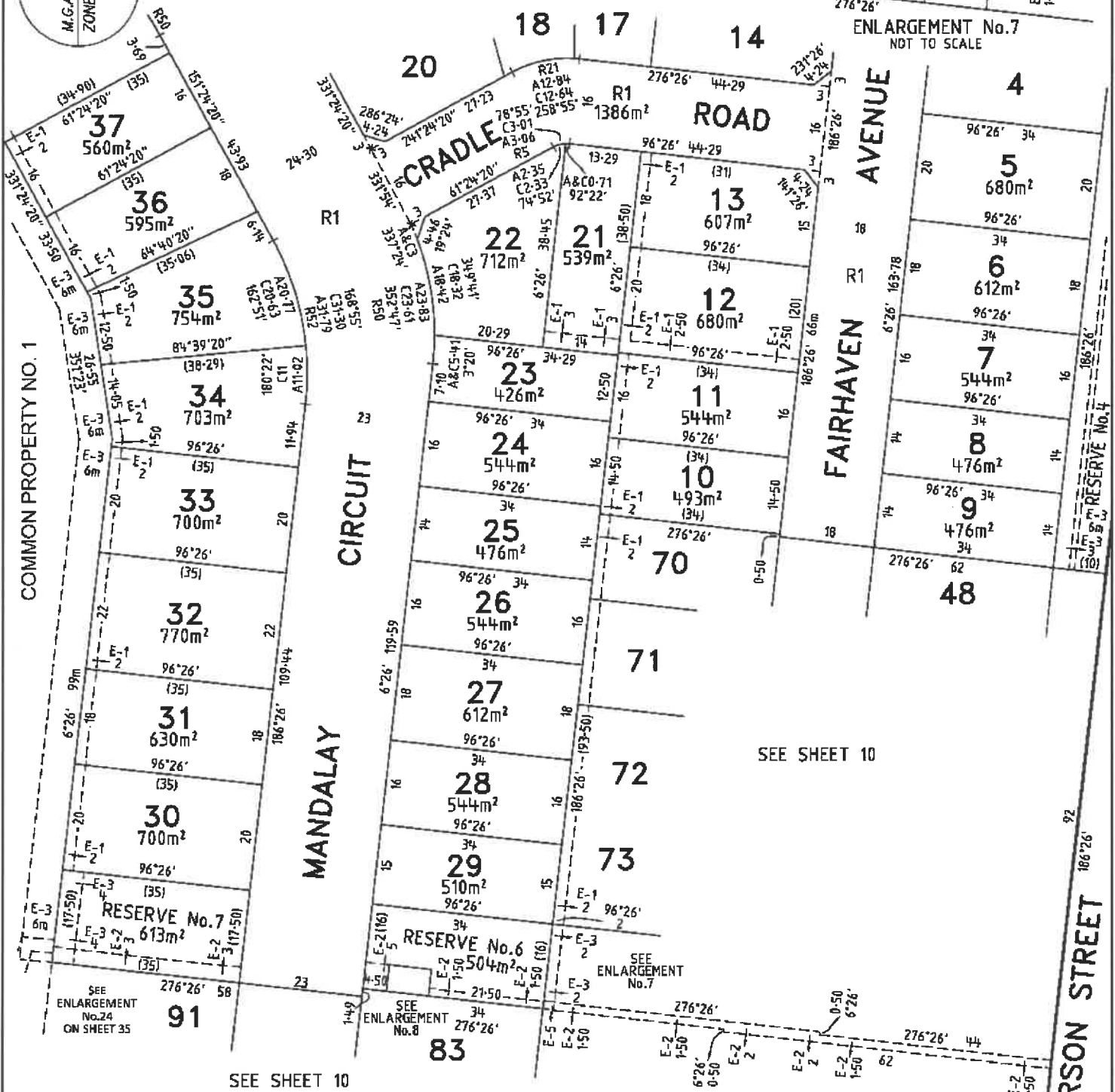
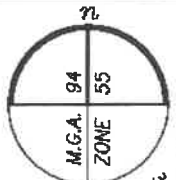
RESERVE

No.11

E-5 2

276'26"

ENLARGEMENT No.7
NOT TO SCALE



COMMON PROPERTY NO. 1

SEE SHEET 10

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



RESERVE No.8
40m²

RESERVE No.6



ENLARGEMENT No.8
NOT TO SCALE

ORIGINAL
SCALE

SCALE SHEET 7.5 15 30

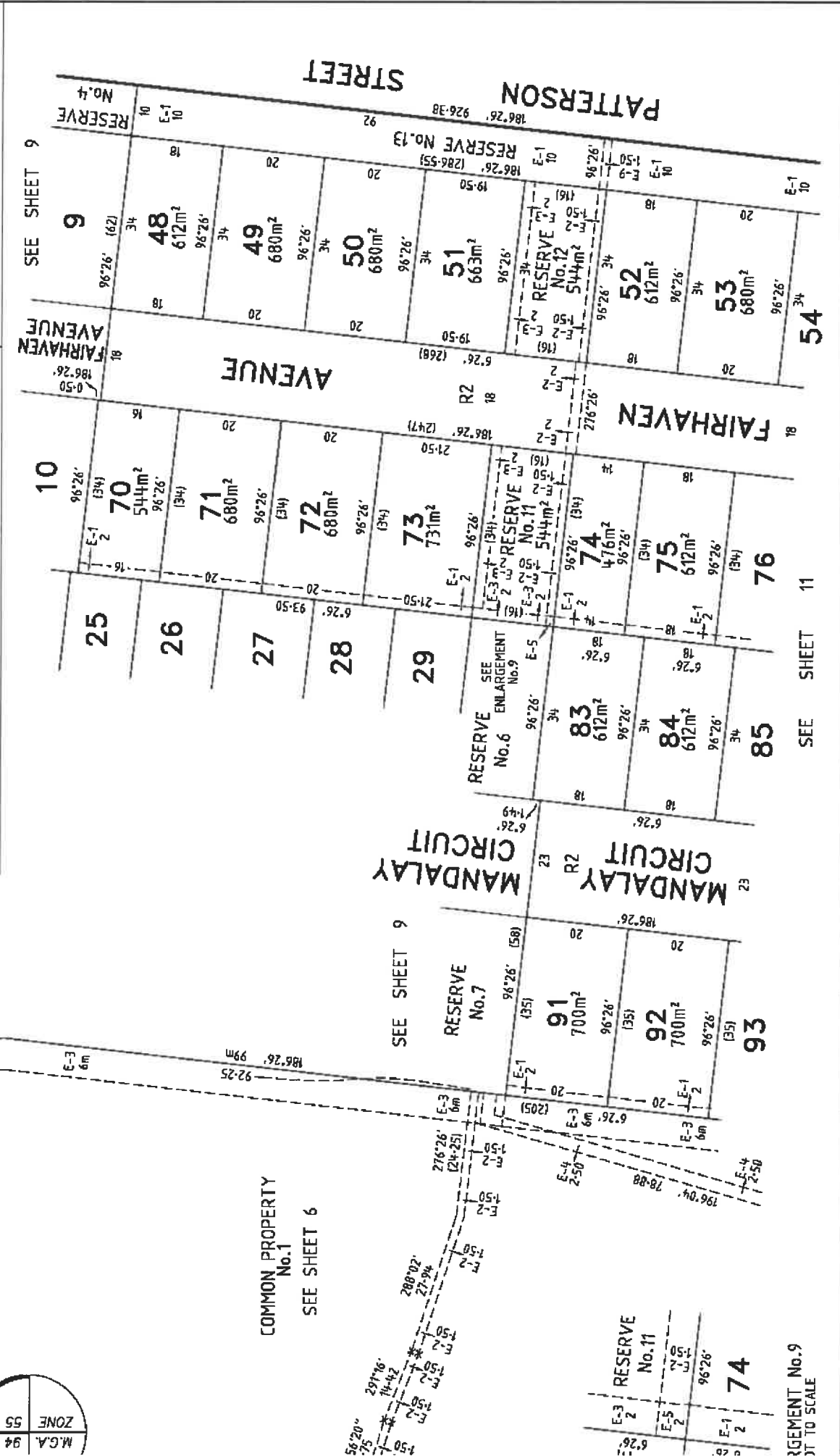
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS


Sheet 9

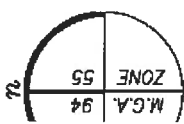
PLAN OF SUBDIVISION

Plan Number
PS 617320S

SEE SHEET 9



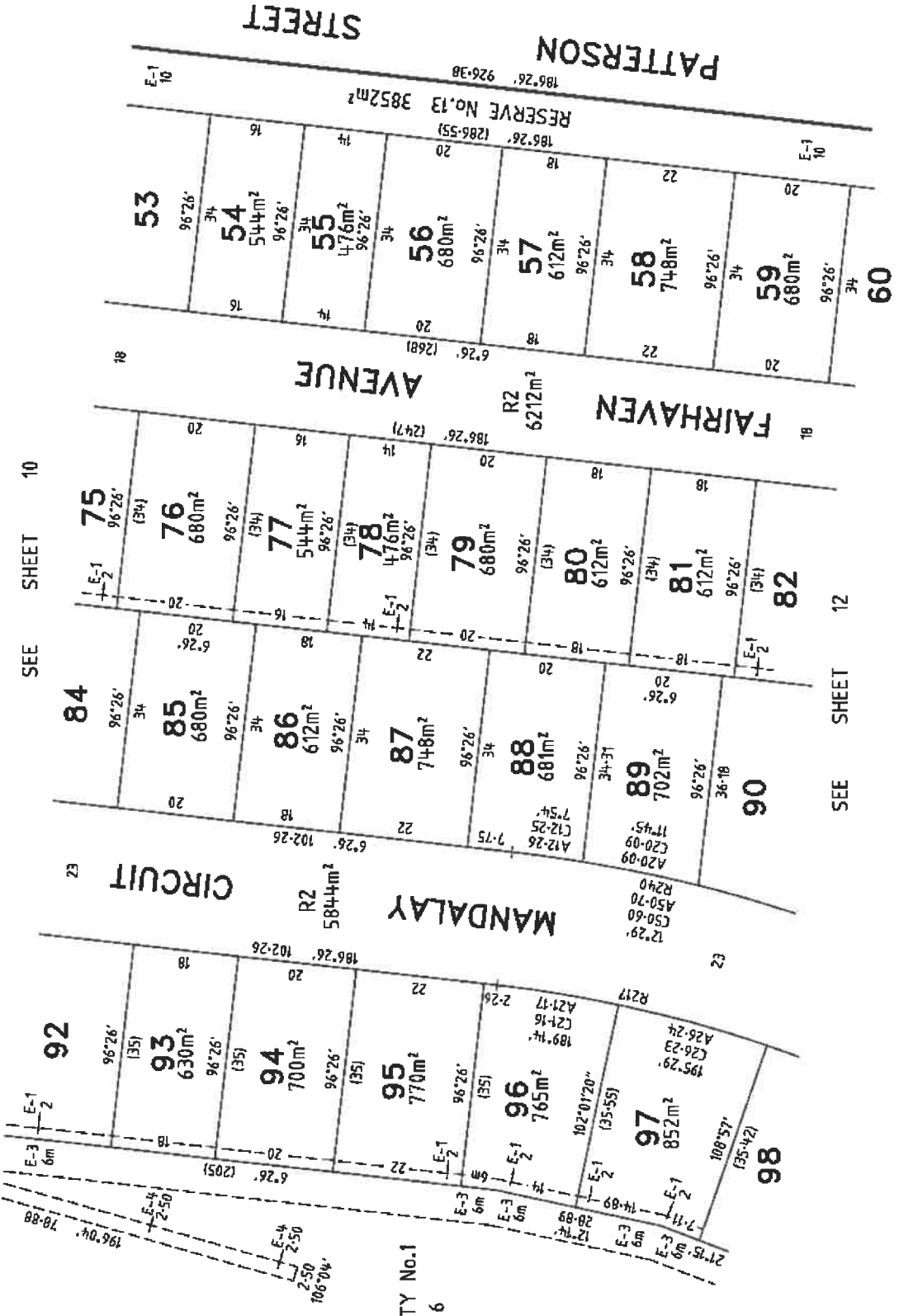
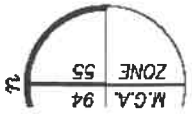
 <p>Jonson Pty Ltd 169 138 827 5076, South Melbourne, Vic 3205 11 Road South Melbourne Australia 1699 1400 Fax 03) 9699 5992</p>		<p>SCALE SHEET SIZE 1:750 A3</p>	<p>ORIGINAL</p>	<p>SCALE 7.5 0 15 30 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED / / REF 24610333 15/05/18 VERSION A DWG 2461035EA</p>	<p>Sheet 10</p>
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REGIMENT No. 9
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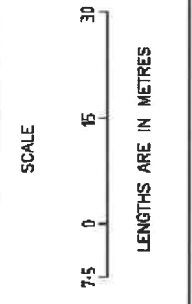
Plan Number
PS 617320S

PLAN OF SUBDIVISION



10N PROPERTY No.1
SEE SHEET 6

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



ORIGINAL SCALE SHEET SIZE
1:750 A3

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5075, South Melbourne, Vic 3205
n Road South Melbourne
Australia
1699 1400 Fax 03) 9699 5892

M.C.A. 94
ZONE 35

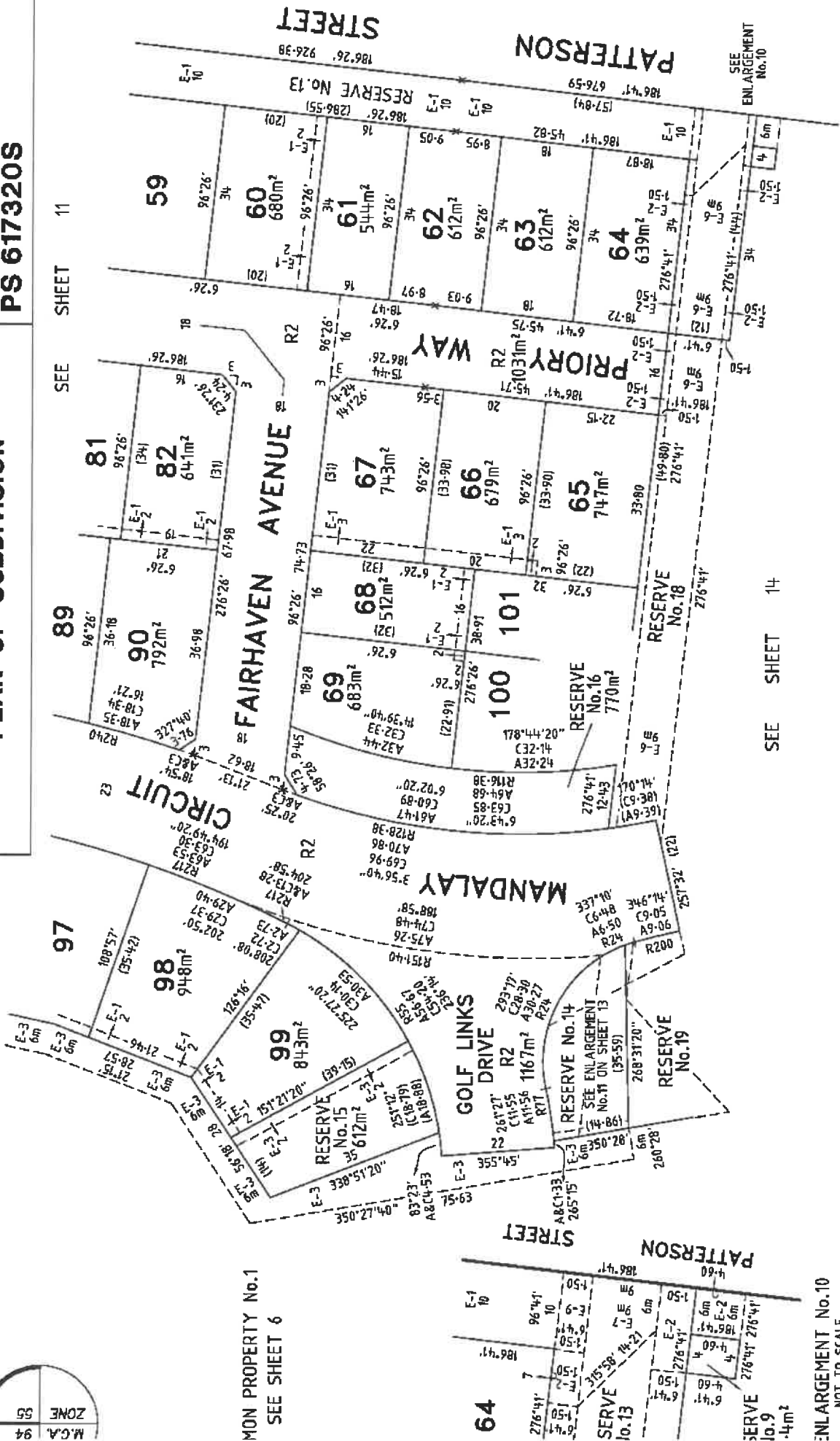
SEE SHEET 11

Plan Number

PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 11



MON PROPERTY No.1
SEE SHEET 6

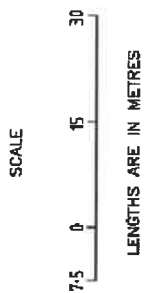
ENLARGEMENT No.10
NOT TO SCALE

AY



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5075, South Melbourne, Vic 3205
n Road South Melbourne
Australia
1699 1400 Fax 03) 9699 5992

ORIGINAL
SCALE SHEET SIZE
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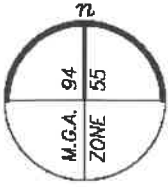


LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DATE / /
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

PLAN OF SUBDIVISION

Plan Number

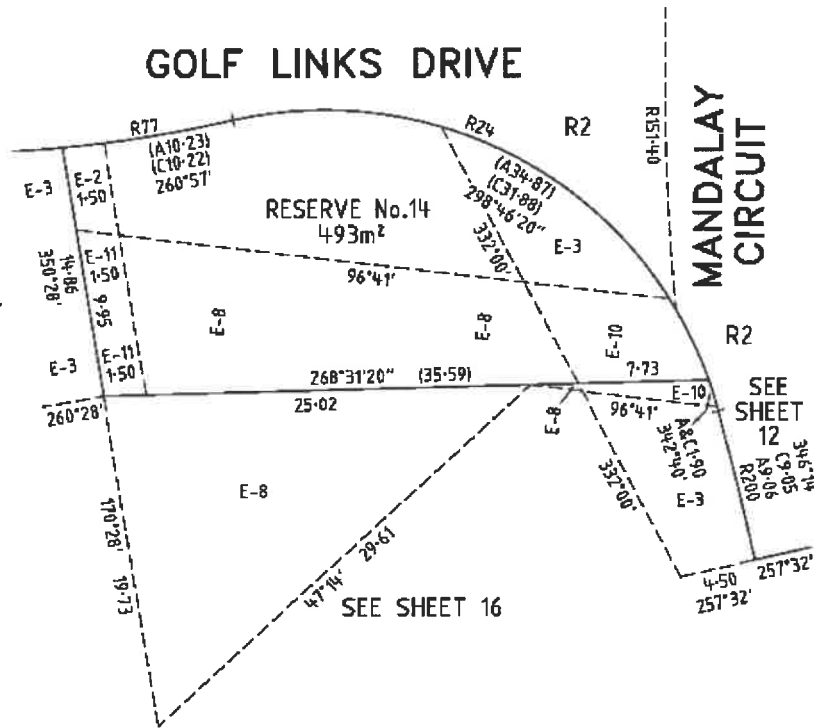
PS 617320S



SEE SHEET 12

GOLF LINKS DRIVE

COMMON PROPERTY No.1



SEE SHEET 12

ENLARGEMENT No.11
NOT TO SCALE

MANDALAY

Bosco Jonson Pty Ltd

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16 Eastern Road South Melbourne
Vic 3205 Australia
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ORIGINAL

SCALE

SCALE | SHEET

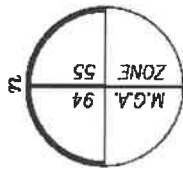
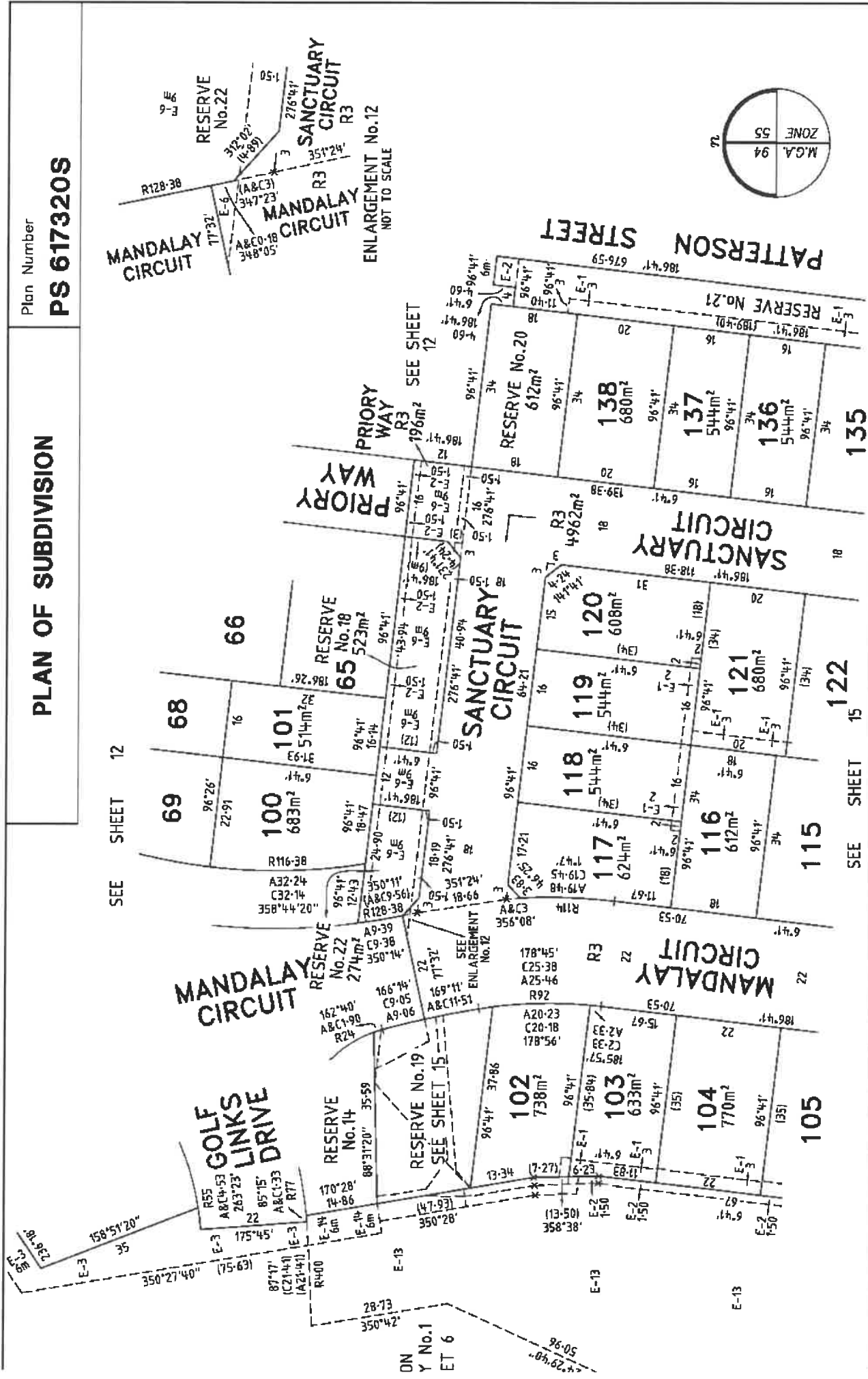
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Sheet 13

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

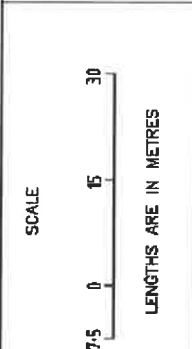
PLAN OF SUBDIVISION

Plan Number
PS 617320S



Sheet 14

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



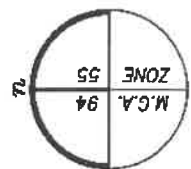
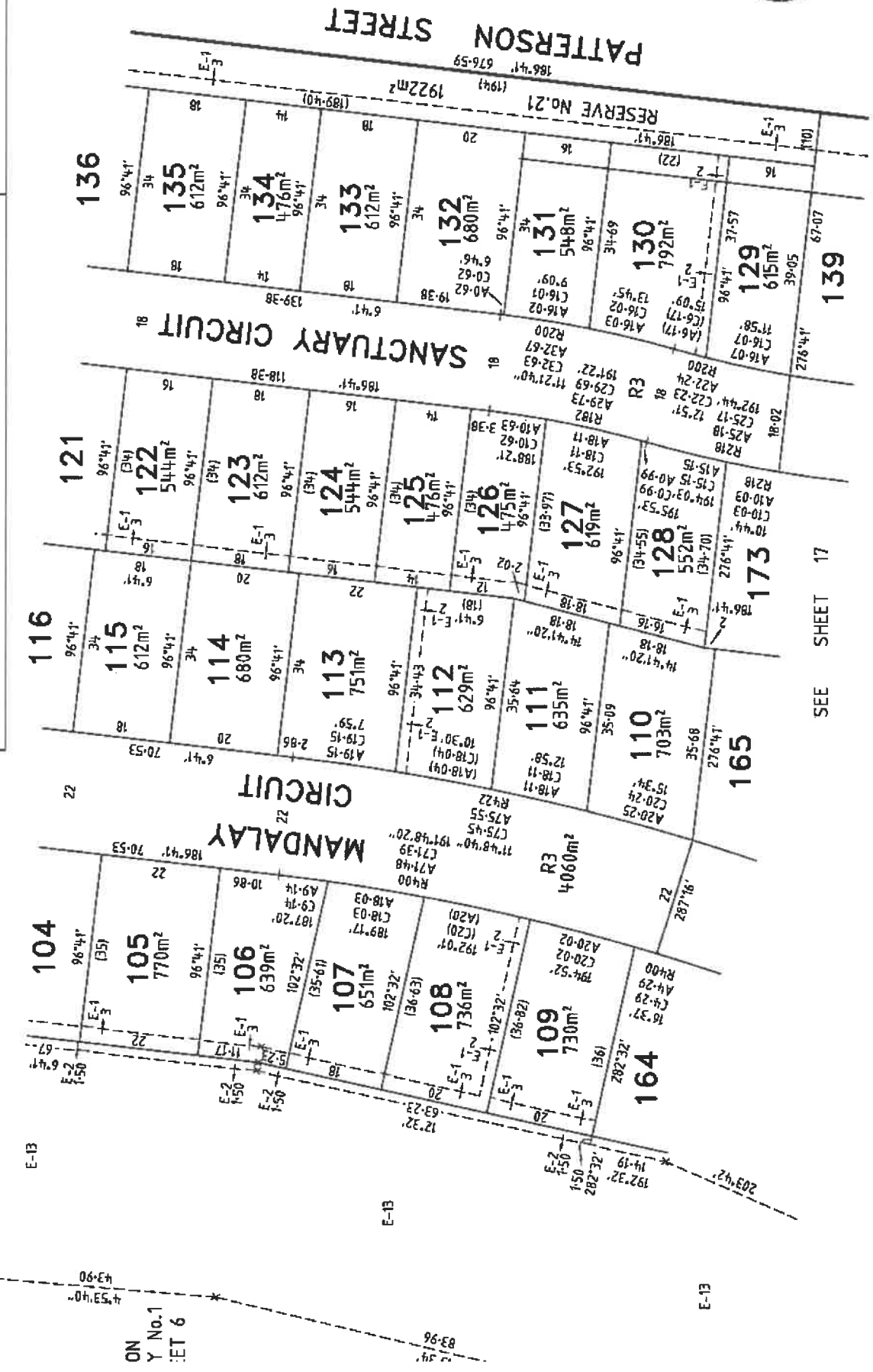
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Jonson Pty Ltd
 169 138 827
 5075, South Melbourne, Vic 3205
 n Road South Melbourne
 Australia
 1699 1400 Fax 03 9689 5992

Plan Number
PS 617320S

PLAN OF SUBDIVISION

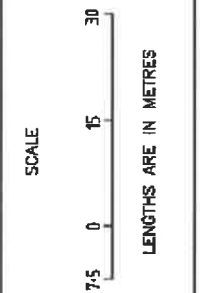
SEE SHEET 14



SEE SHEET 17

Sheet 15

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



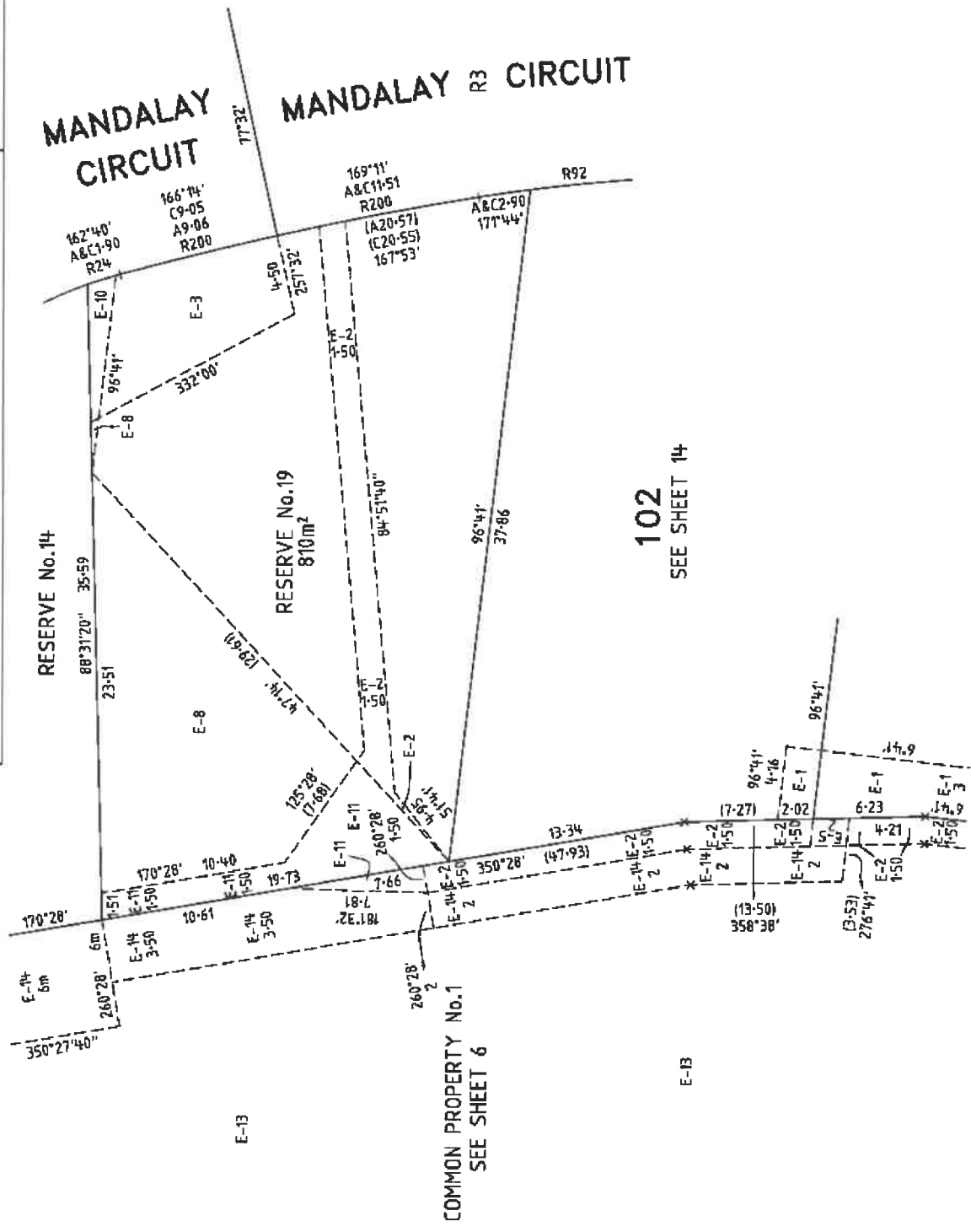
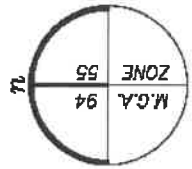
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Jonson Pty Ltd
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 5075, South Melbourne, Via 3205
 n Road, South Melbourne
 Australia
 1689 1400 Fax 03) 9689 5892

AY

Plan Number
PS 617320S

PLAN OF SUBDIVISION



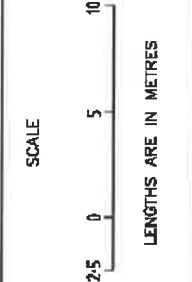
SEE SHEET 14

COMMON PROPERTY No. 1
SEE SHEET 6

102
SEE SHEET 14

Sheet 16

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



ORIGINAL SCALE SHEET SIZE
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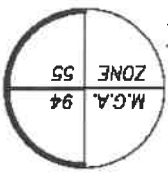
Jonson Pty Ltd
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Plan Number
PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 15

MMON
RTY No.1
SHEET 6

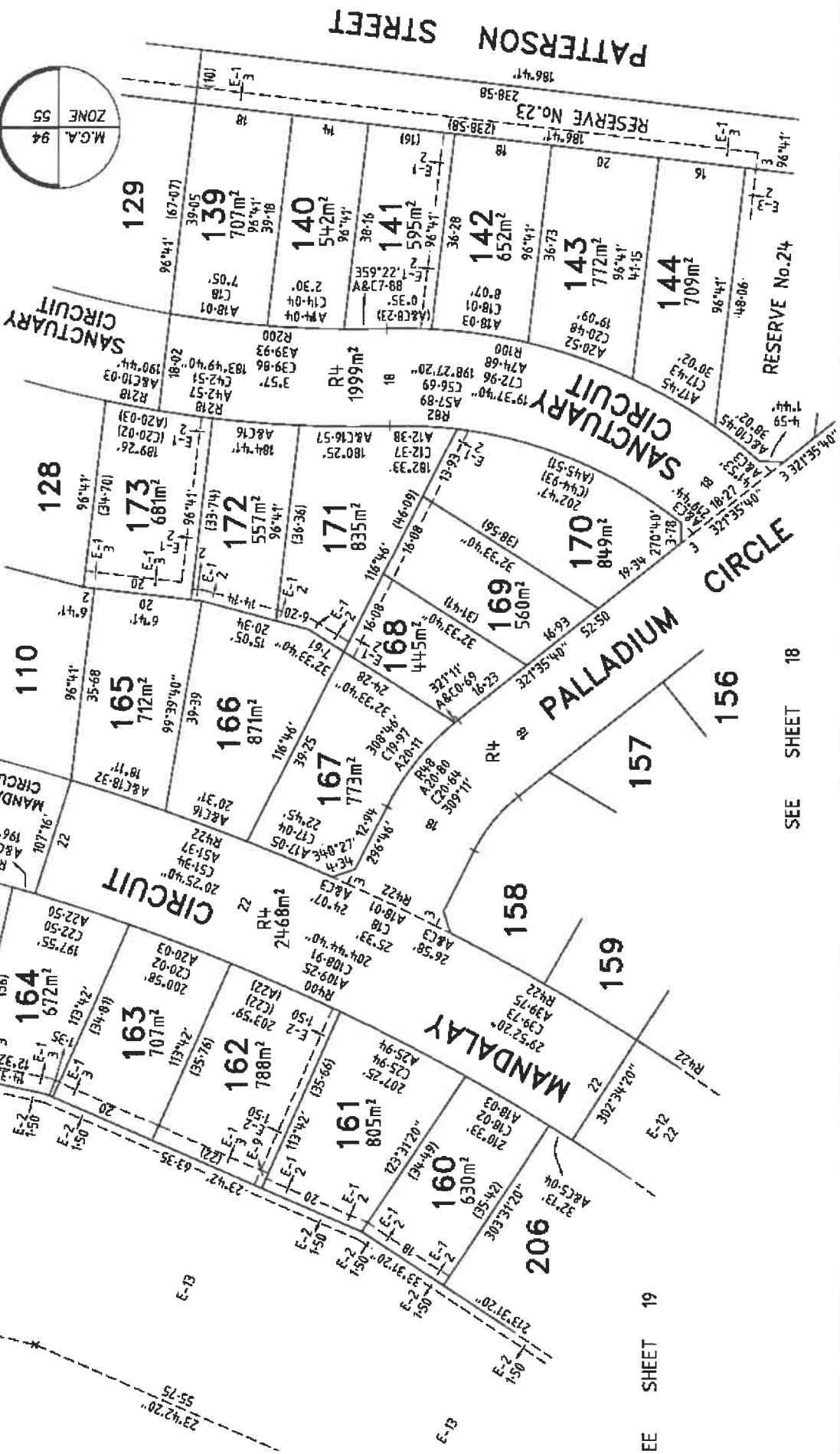


SEE SHEET 15

SEE SHEET 15

SEE SHEET 15

SEE SHEET 15



EE SHEET 19

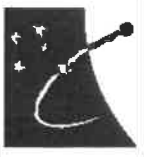
SEE SHEET 18

Sheet 17

SCALE

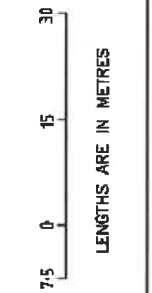
ORIGINAL

AY



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



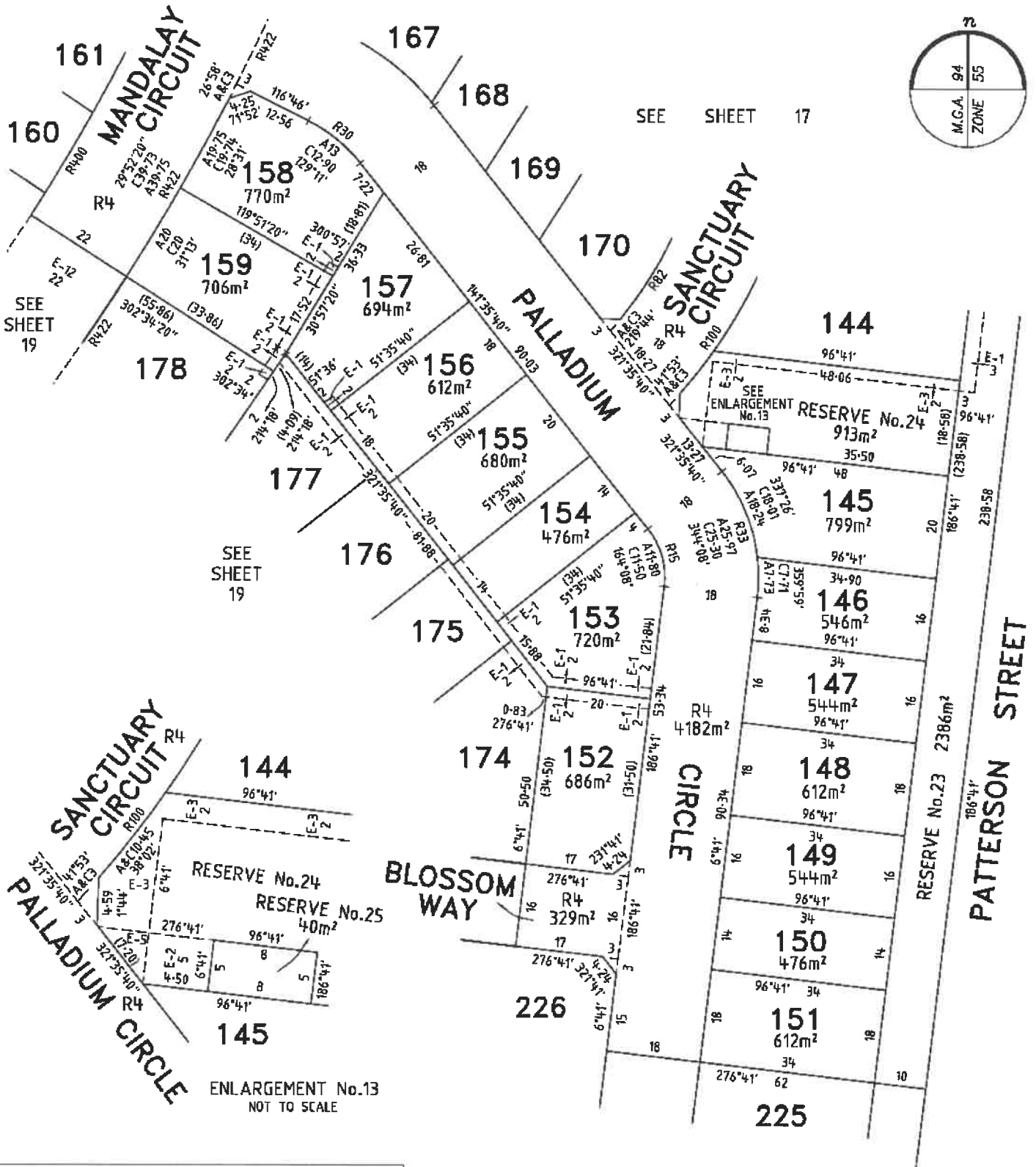
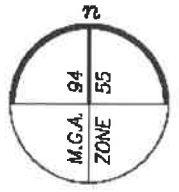
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PLAN OF SUBDIVISION

Plan Number

PS 617320S

SEE SHEET 17



ENLARGEMENT No.13
NOT TO SCALE

SEE SHEET 22

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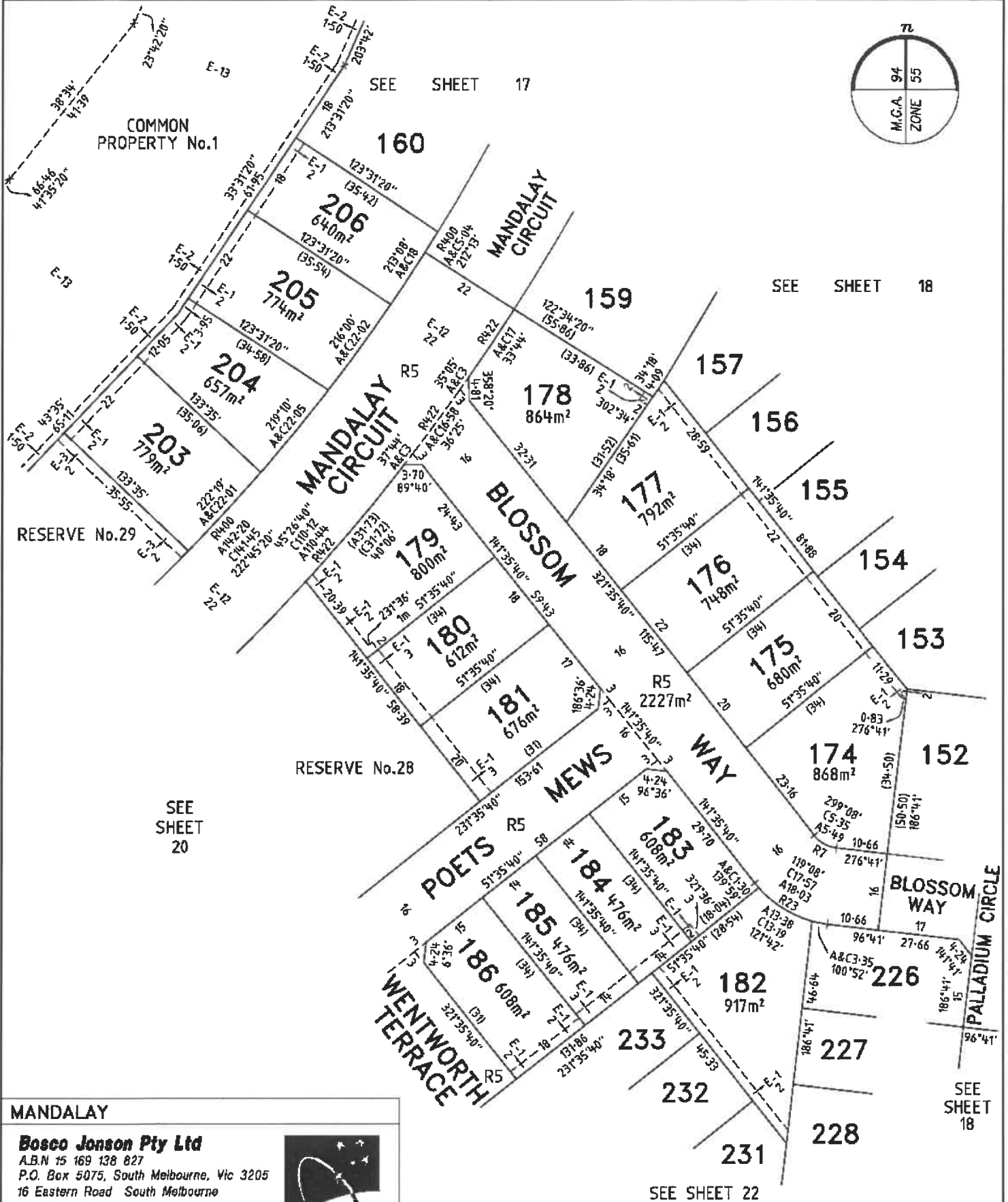
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SCALE SHEET	1:5 0 15 30

Sheet 18

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

PLAN OF SUBDIVISION

Plan Number
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ORIGINAL
SCALE | SHEET

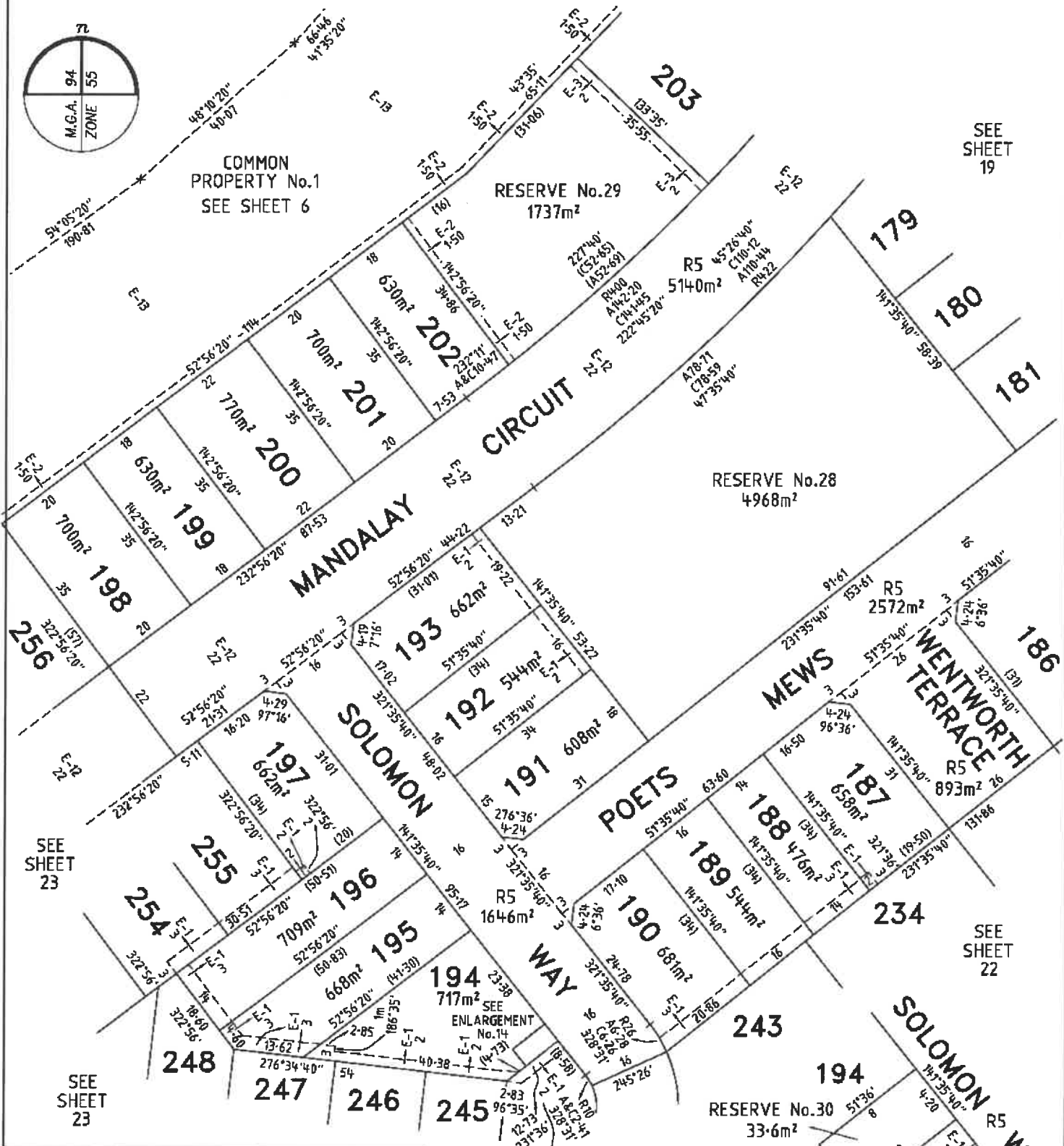
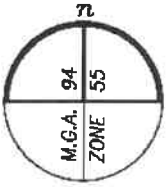
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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

Sheet 19

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 19

SEE SHEET 22

SEE SHEET 21

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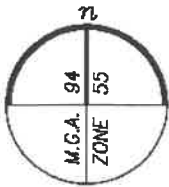


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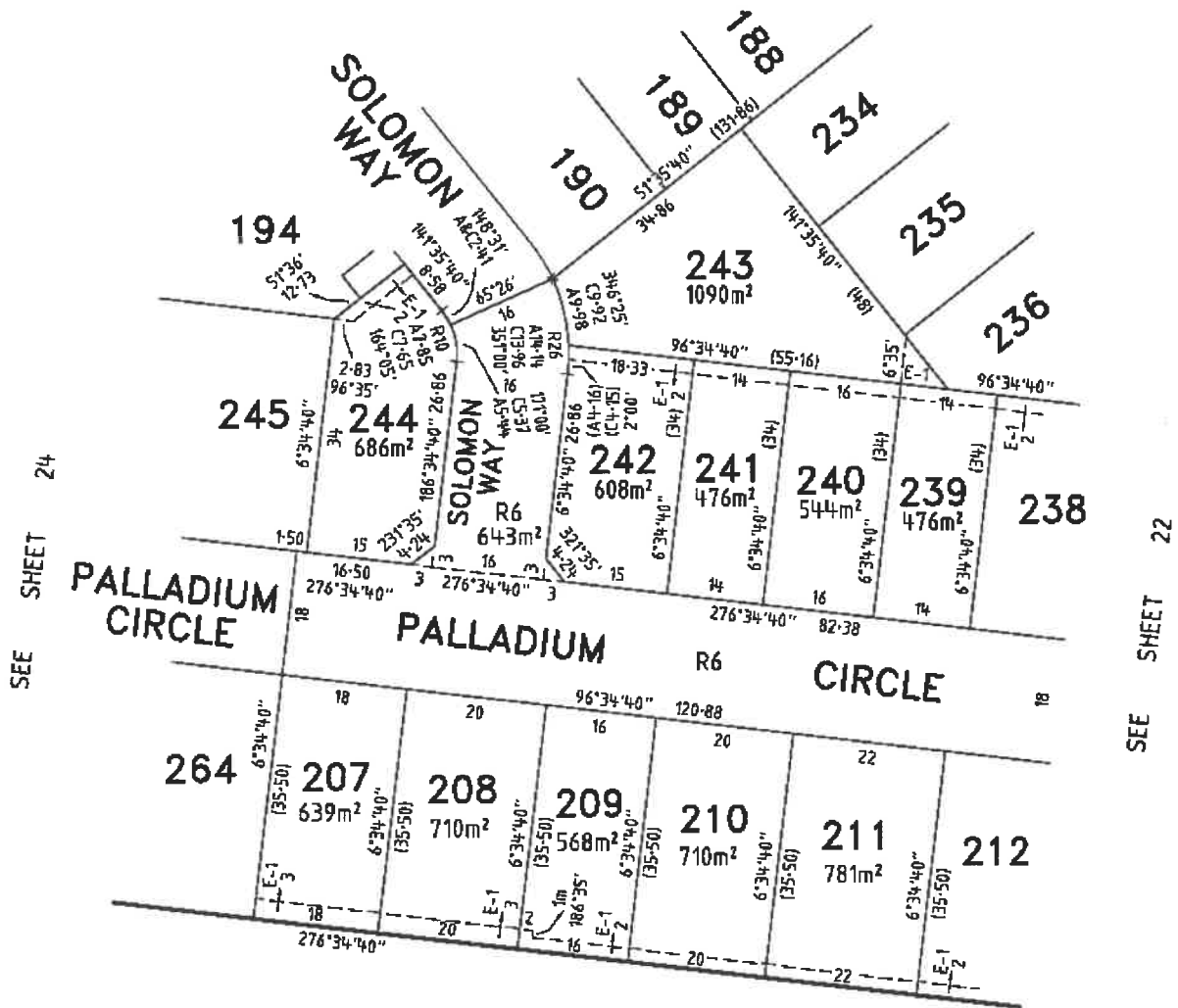
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SCALE SHEET	1:5 0 15 30	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE
SHEET
20



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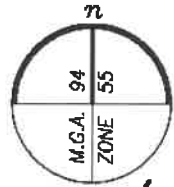
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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

Sheet 21

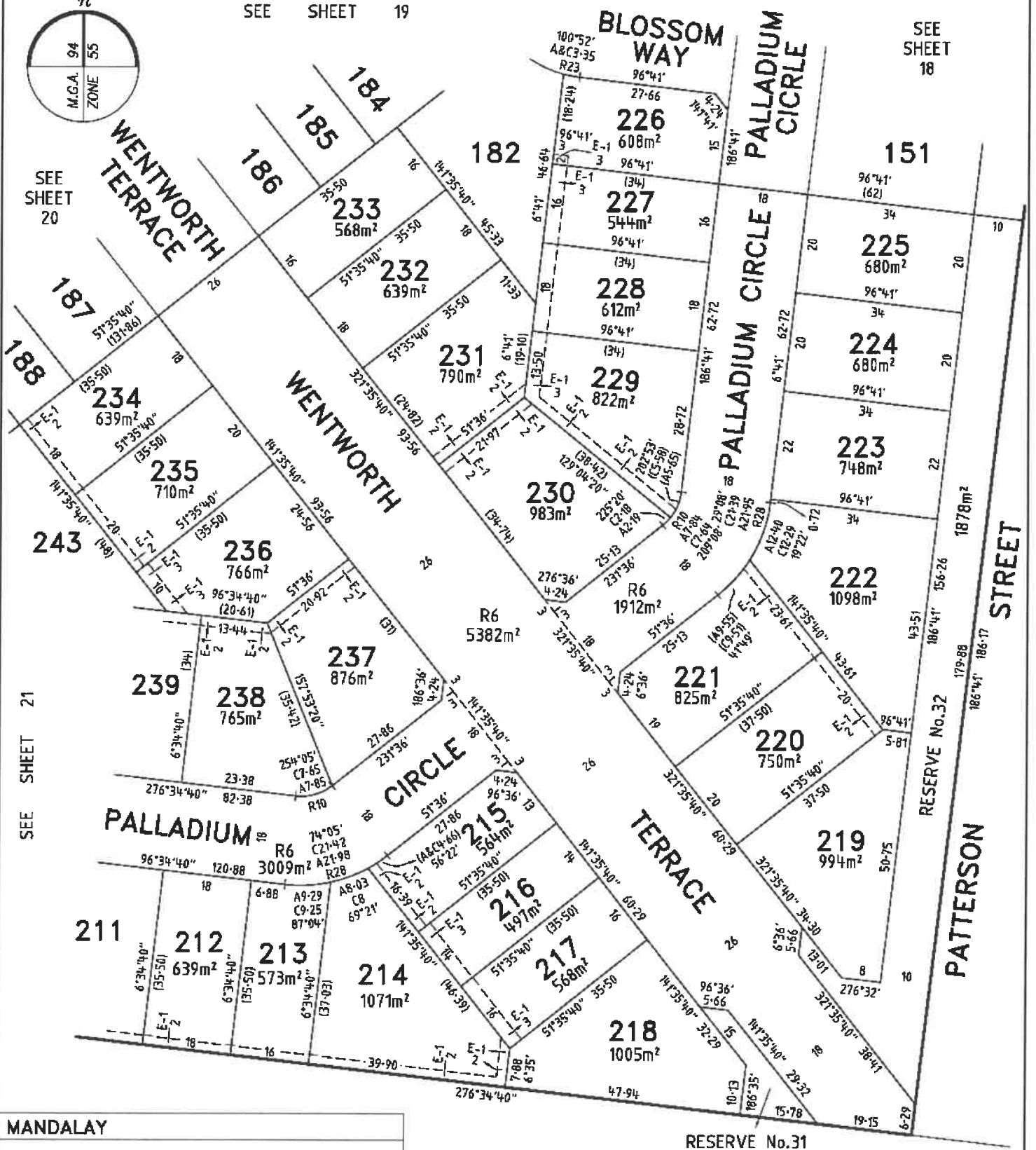
PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 19

SEE SHEET 18



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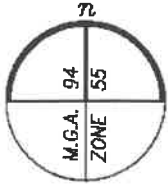
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LICENSED SURVEYOR (PRINT)	GREGORY STUART WILLIAMS
Sheet 22	

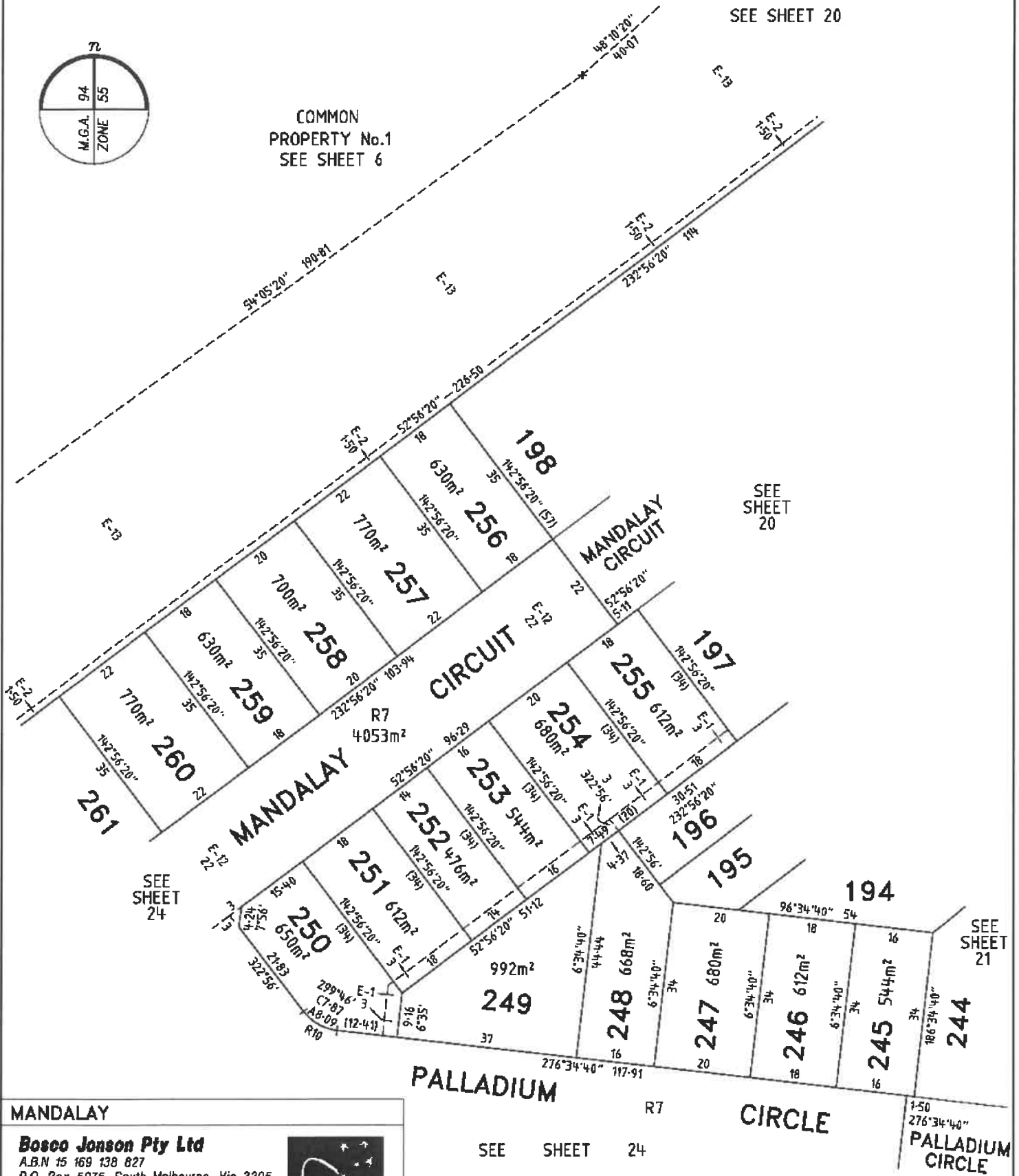
PLAN OF SUBDIVISION

Plan Number
PS 617320S

SEE SHEET 20



COMMON
PROPERTY No.1
SEE SHEET 6



SEE SHEET 24

SEE SHEET 20

SEE SHEET 21

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PALLADIUM

R7

CIRCLE

SEE SHEET 24

SEE SHEET 21
PALLADIUM
CIRCLE

ORIGINAL

SCALE

Sheet 23

SCALE | SHEET

1:50 0 15 30

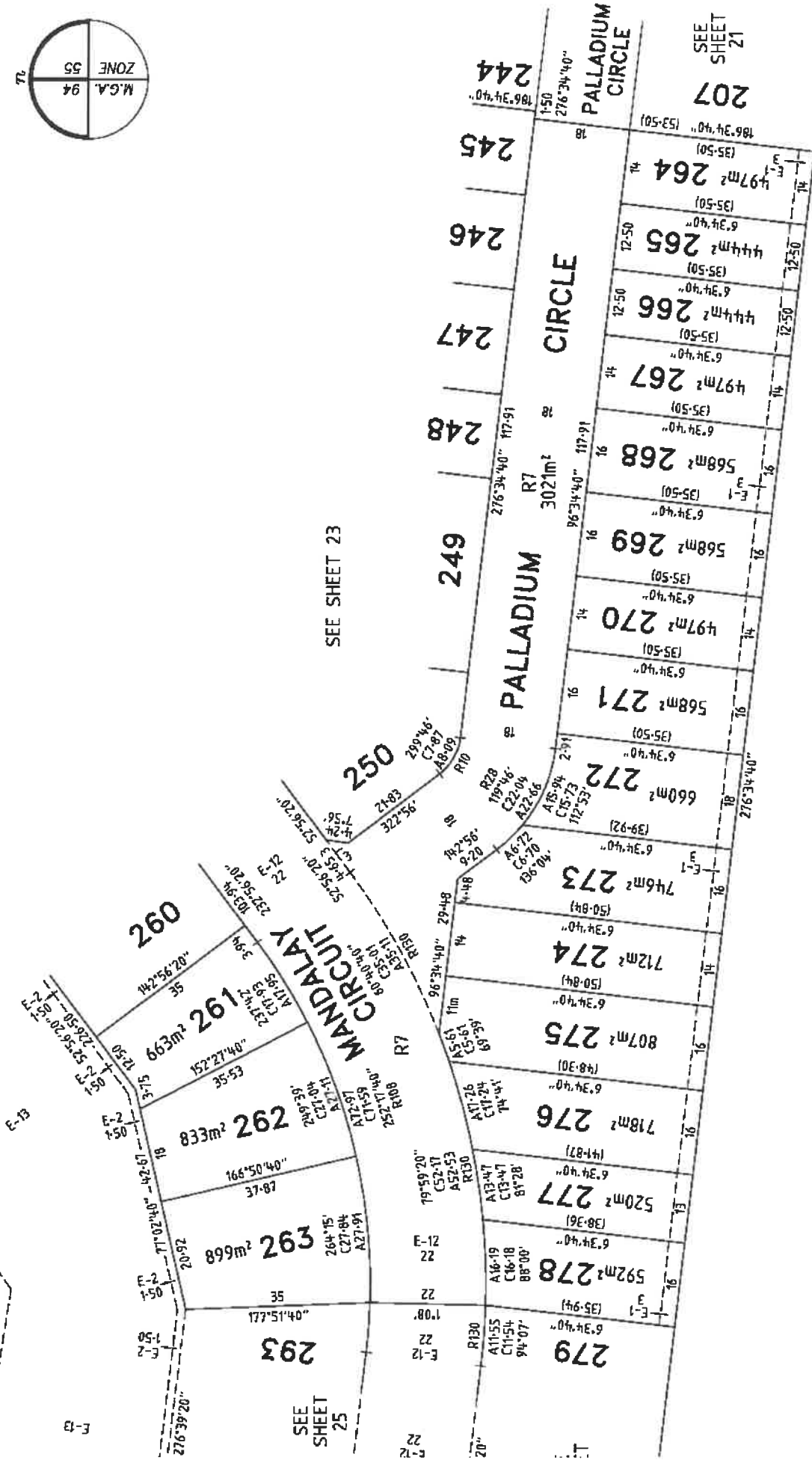
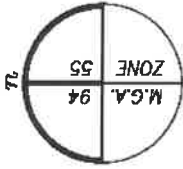
LICENSED SURVEYOR (PRINT)

GREGORY STUART WILLIAMS

PLAN OF SUBDIVISION

Plan Number
PS 617320S

COMMON
PROPERTY No.1



AY

ORIGINAL

SCALE

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DATE / /

Sheet 24



Jonson Pty Ltd
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SCALE SHEET SIZE
1:750 A3

LENGTHS ARE IN METRES
7.5 0 15 30

VERSION A
15/05/18
REF 24610333
DWG 2461035EA

SEE SHEET 34

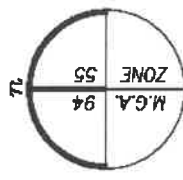
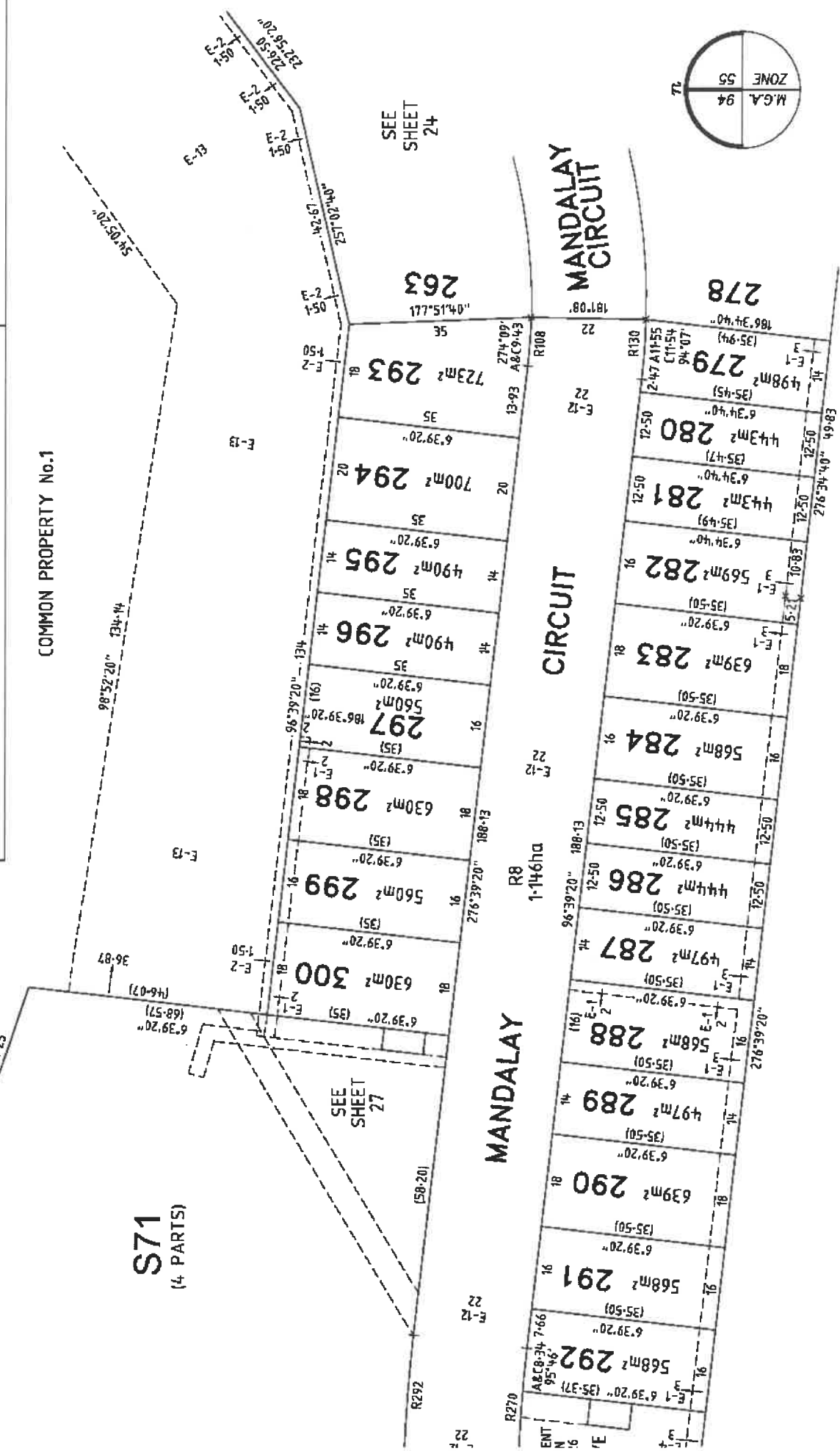
PLAN OF SUBDIVISION

Plan Number
PS 617320S

COMMON PROPERTY No.1

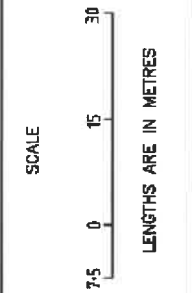
S71

(4 PARTS)



Sheet 25

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



ORIGINAL SCALE SHEET SIZE
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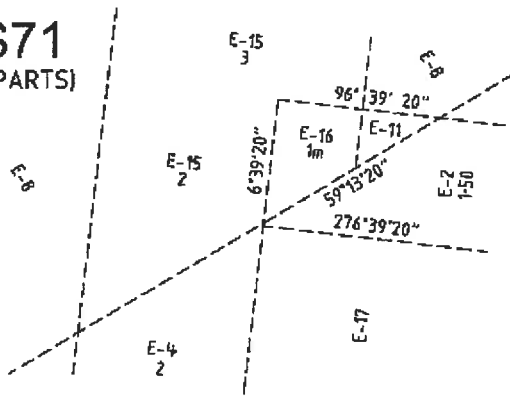
Jonson Pty Ltd
 169 138 827
 5075, South Melbourne, Via 3205
 n Road, South Melbourne
 Australia
 1689 1400 Fax 03) 9699 5992

PLAN OF SUBDIVISION

Plan Number

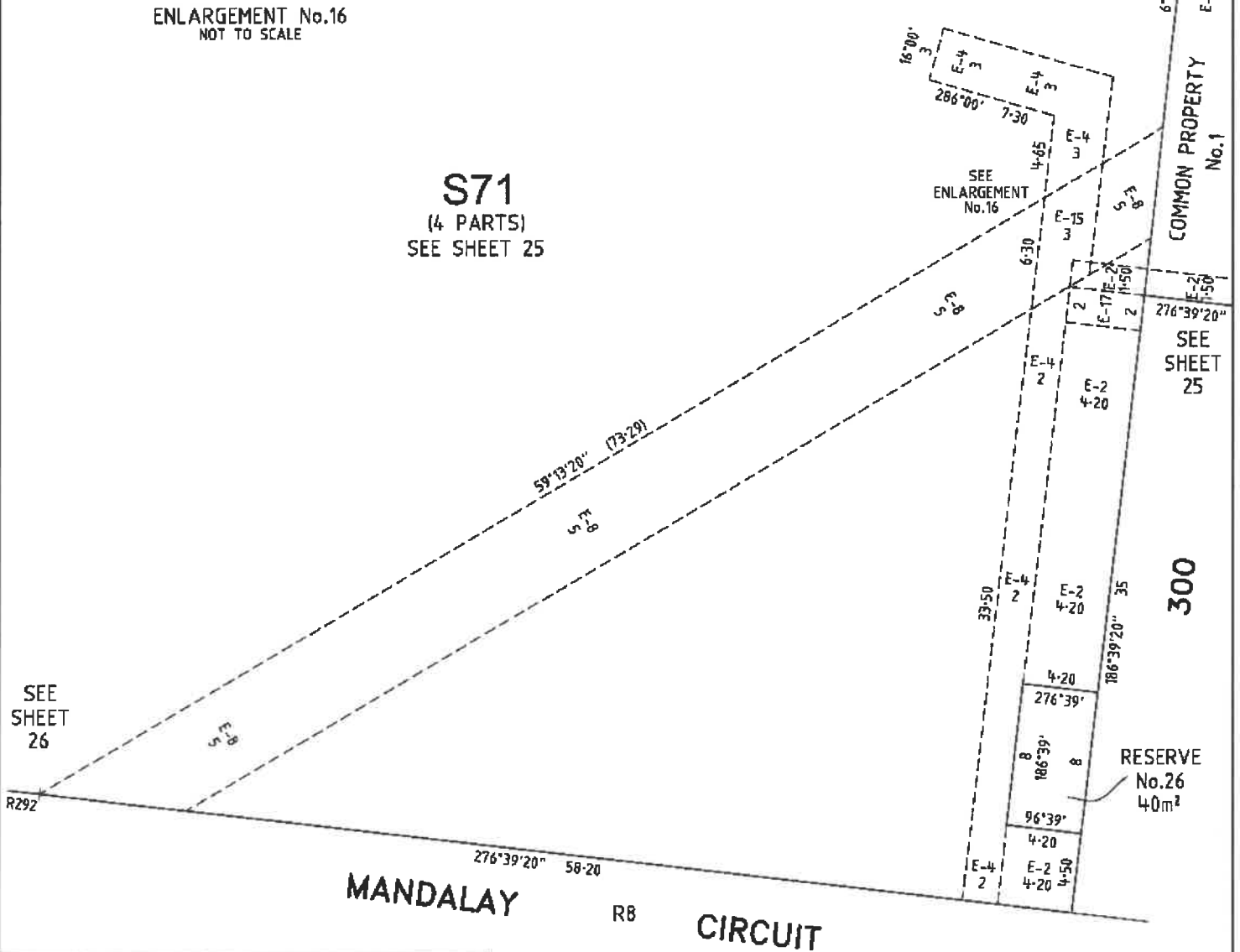
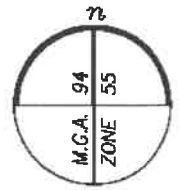
PS 617320S

S71
(4 PARTS)



ENLARGEMENT No.16
NOT TO SCALE

S71
(4 PARTS)
SEE SHEET 25



SEE SHEET 26

R292

MANDALAY RB **CIRCUIT**

MANDALAY

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Vic 3205 Australia
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ORIGINAL
SCALE | SHEET

SCALE

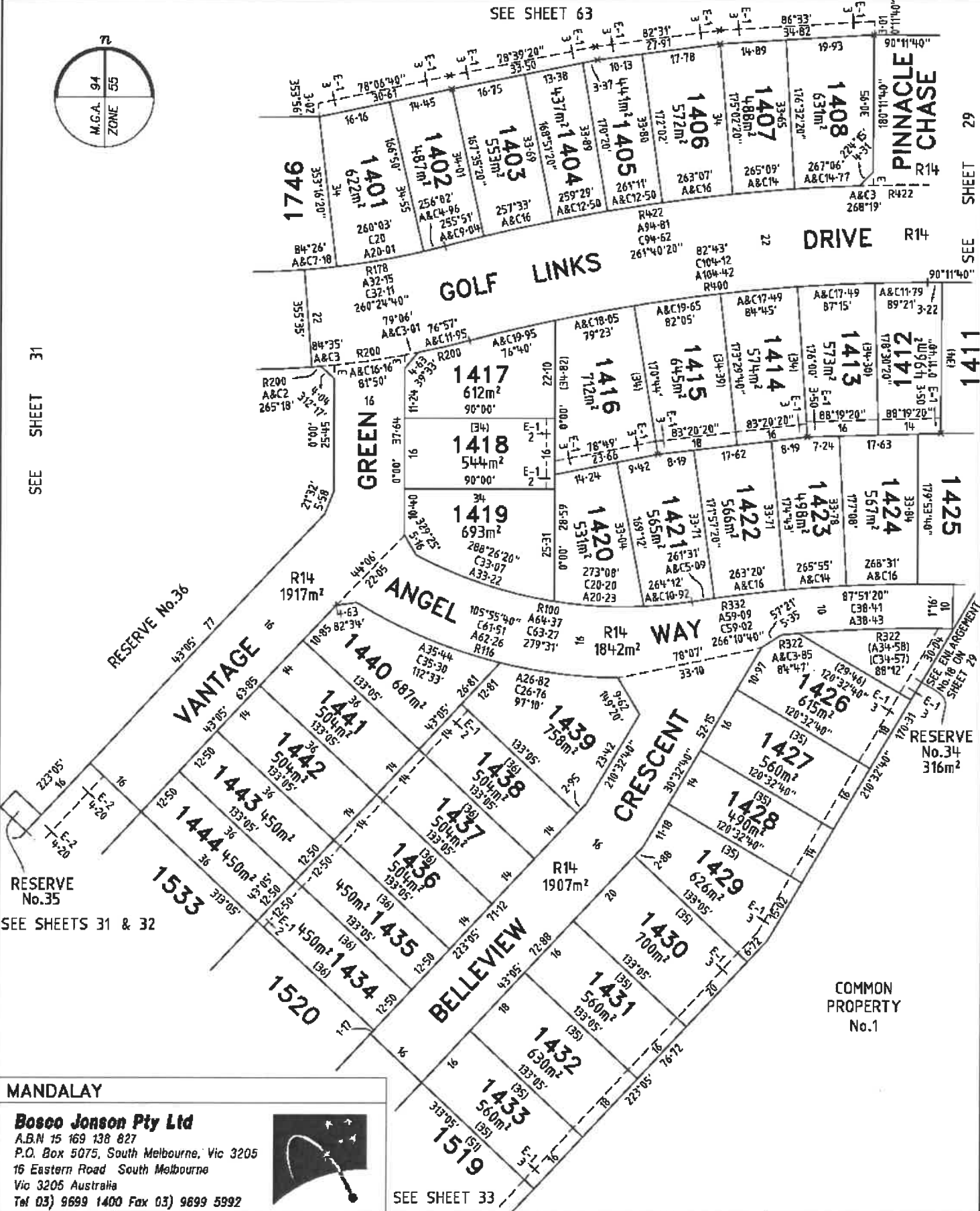
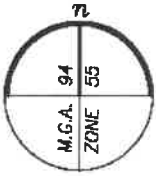
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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

Sheet 27

PLAN OF SUBDIVISION

Plan Number
PS 617320S



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ORIGINAL	SCALE	Sheet 28
SCALE SHEET	R 0 16 37	LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

RENITY PLACE
R17
36.4m²

9700
R17
1766m²

9701
E-20
96.3820"

9702
E-20
96.3820"

9703
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96.3820"

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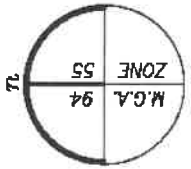
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9740
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PLAN OF SUBDIVISION
PS 617320S

Plan Number
PS 617320S

COMMON PROPERTY No.1

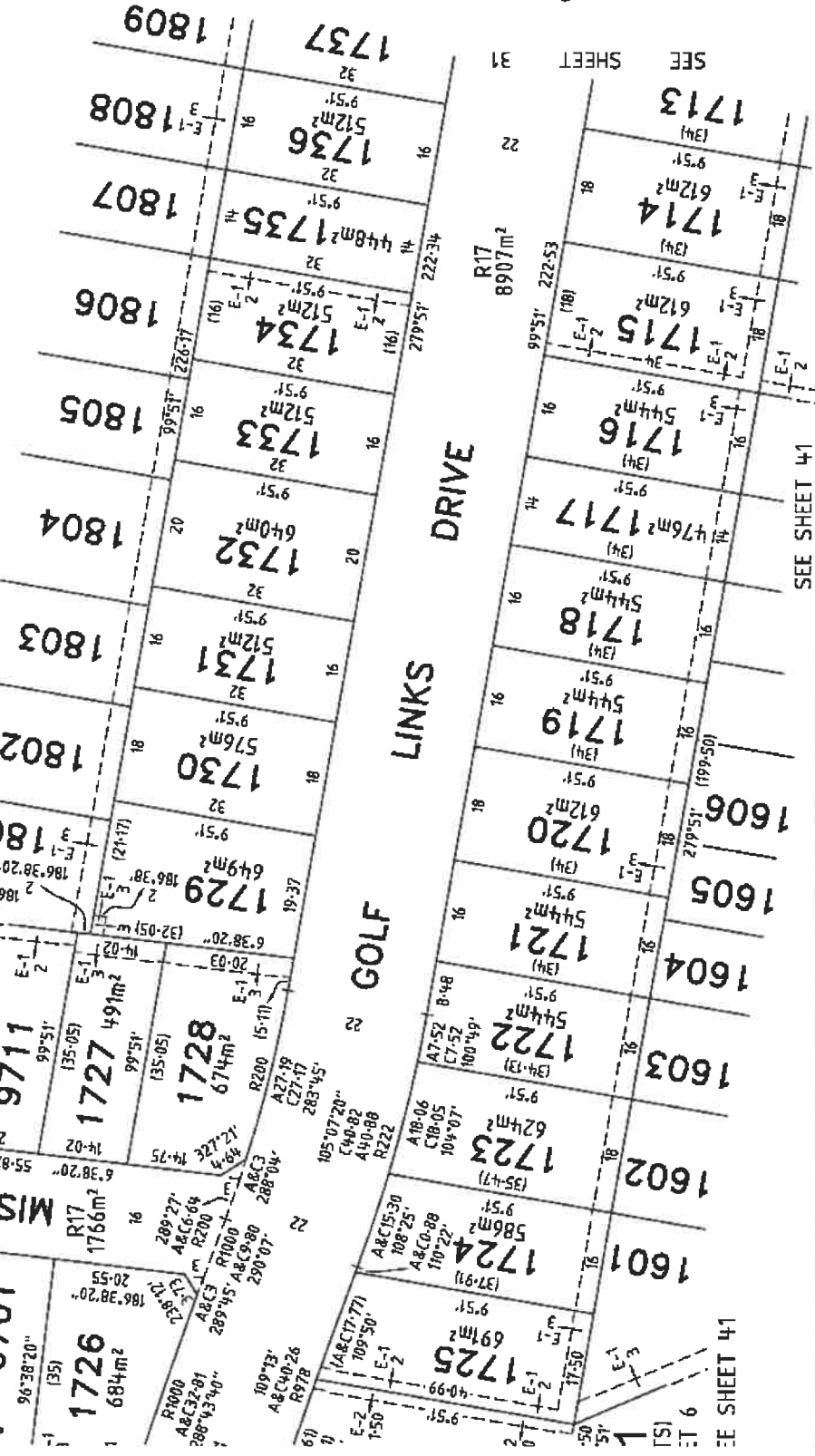


SEE ENLARGEMENT No.1 ON SHEET 6

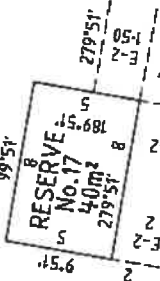
SEE SHEET 49

SEE SHEET 47

SEE SHEET 47



COMMON PROPERTY No.1



MISTRAL R17 WAY

ENLARGEMENT No.19
NOT TO SCALE

AY

ORIGINAL

SCALE

Sheet 30

Jonson Pty Ltd
169 438 827
6075, South Melbourne, Vic 3205
n Road South Melbourne
Australia
1699 1400 Fax 03 9699 5892



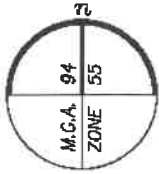
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LENGTHS ARE IN METRES
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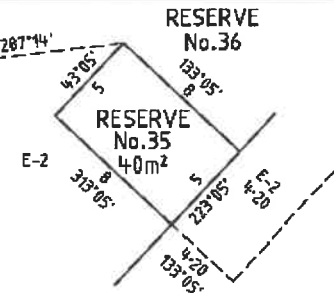
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED
DATE / /
REF 24610333
DWG 2461035EA
15/05/18
VERSION A

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 49



ENLARGEMENT No.20
NOT TO SCALE

SEE SHEET 63



SEE SHEET 30

SEE SHEET 28

SEE SHEET F1

SEE SHEET 32

SEE SHEET 28

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	LICENSED SURVEYOR (PRINT)	GREGORY STUART WILLIAMS
SCALE SHEET	1:1000		Sheet 31

M.C.A. 94
ZONE 55
70

SEE SHEET 41

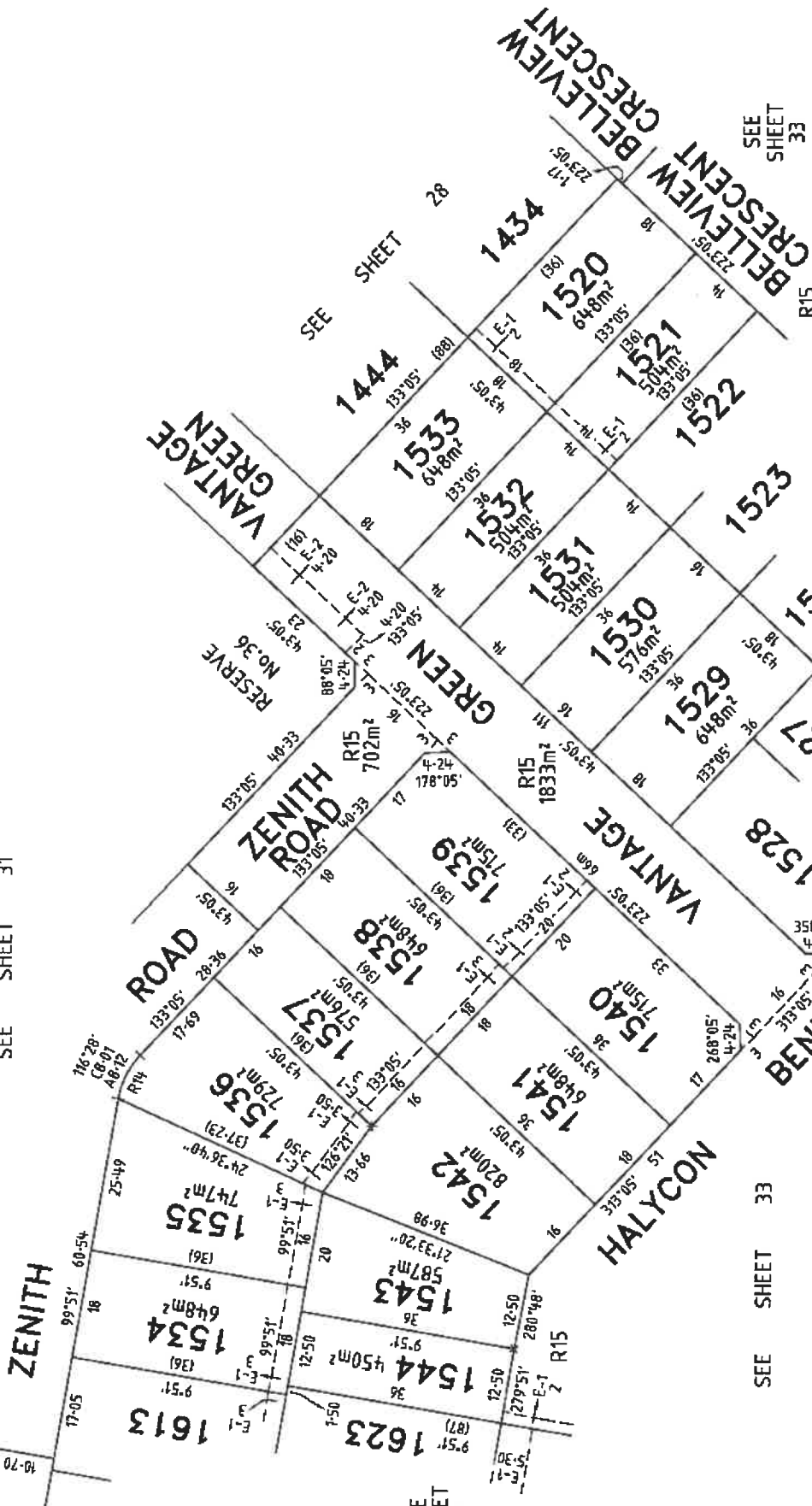
10-70 15-30
E-1

ZENITH ROAD

SEE SHEET 31

Plan Number
PS 617320S

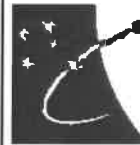
PLAN OF SUBDIVISION



AY

Jonson Pty Ltd

169 438 827
6075, South Melbourne, Vic 3205
n Road South Melbourne
Australia
1699 1400 Fax 03 9699 5992



SCALE SHEET SIZE
1:750 A3

ORIGINAL

SCALE



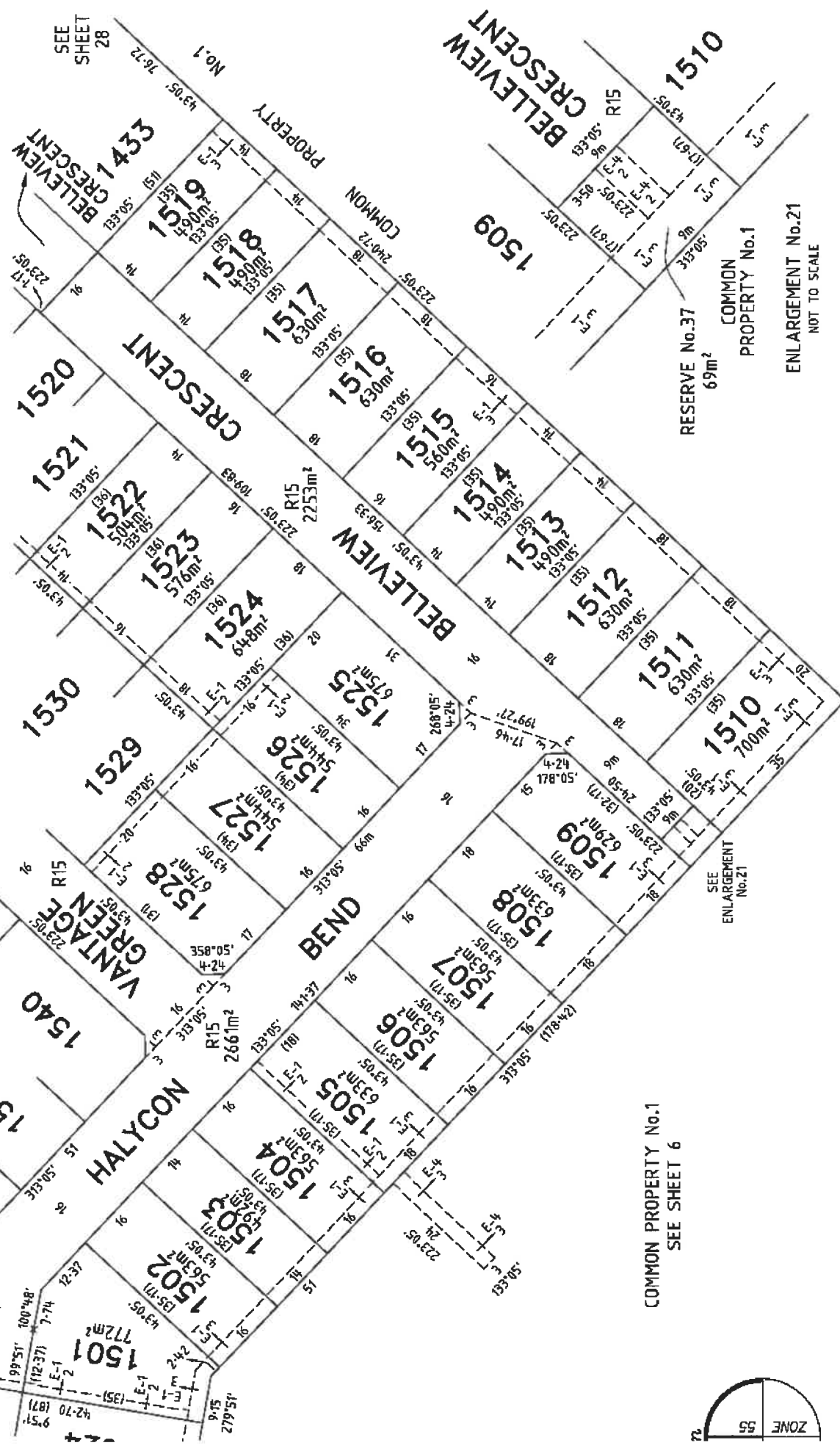
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333 15/05/18 VERSION A
DWG 2461035EA

Sheet 32

PLAN OF SUBDIVISION

Plan Number
PS 617320S

SEE SHEET 32



COMMON PROPERTY No.1
SEE SHEET 6



Sheet 33

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



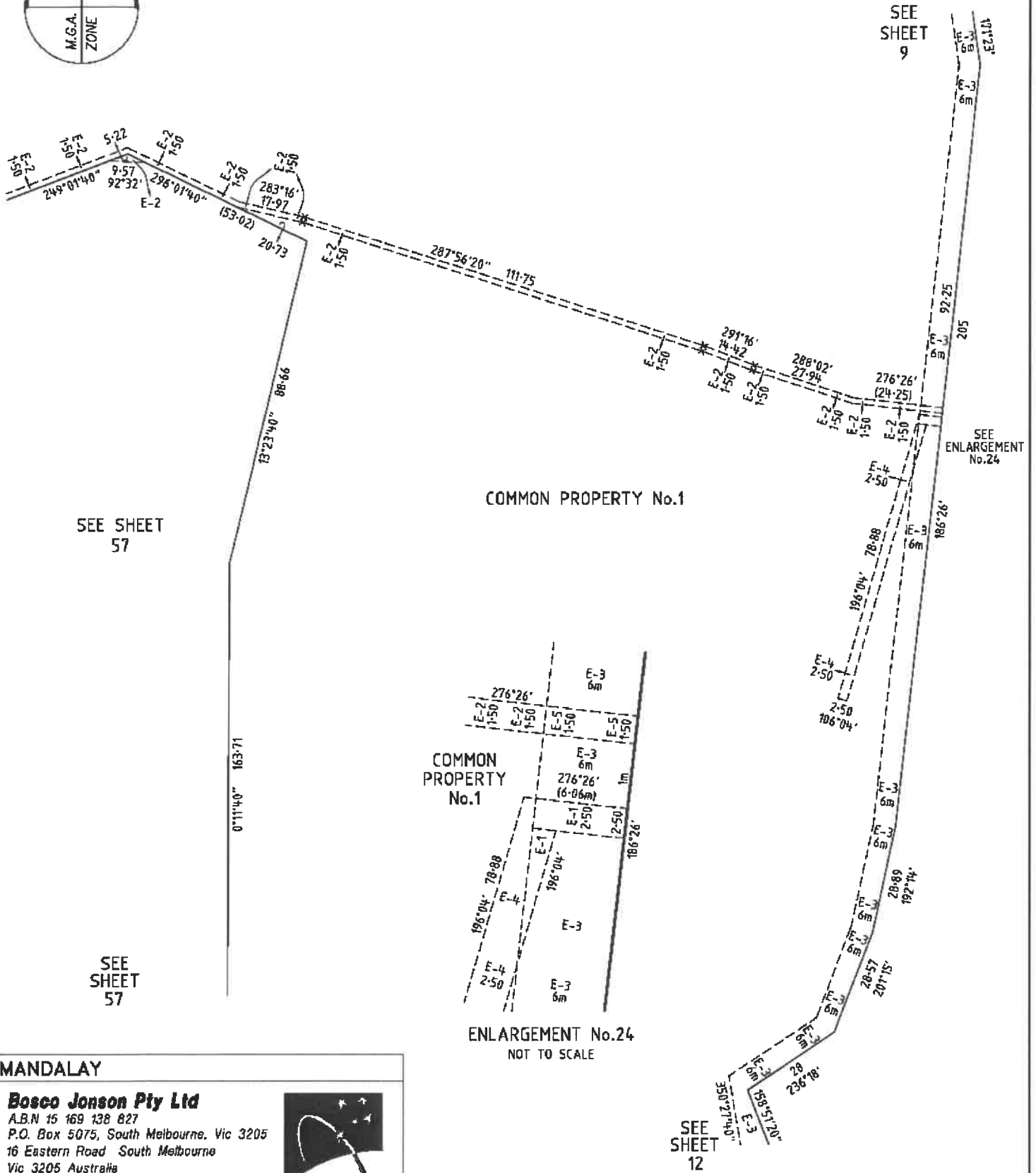
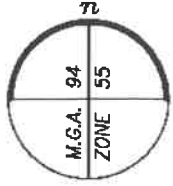
ORIGINAL SCALE SHEET SIZE
1:750 A3

Jonson Pty Ltd
169 138 827
5075, South Melbourne, Vic 3206
n Road South Melbourne
Australia
1699 1400 Fax 03) 9699 5992

AY

PLAN OF SUBDIVISION

Plan Number
PS 617320S



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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

SCALE

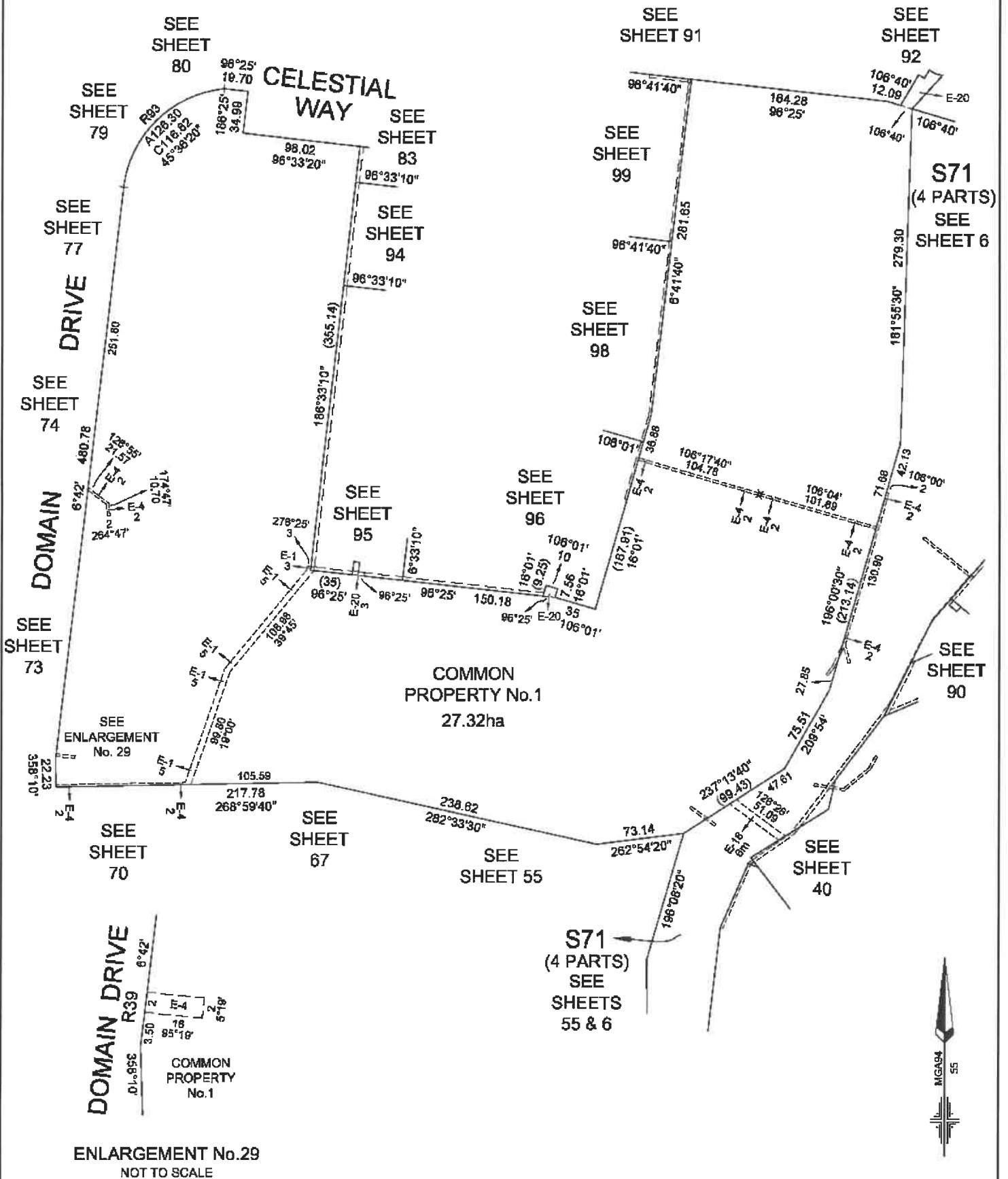
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LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

Sheet 35

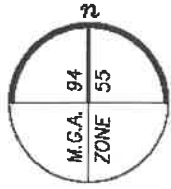
PLAN OF SUBDIVISION

PS 617320S



PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

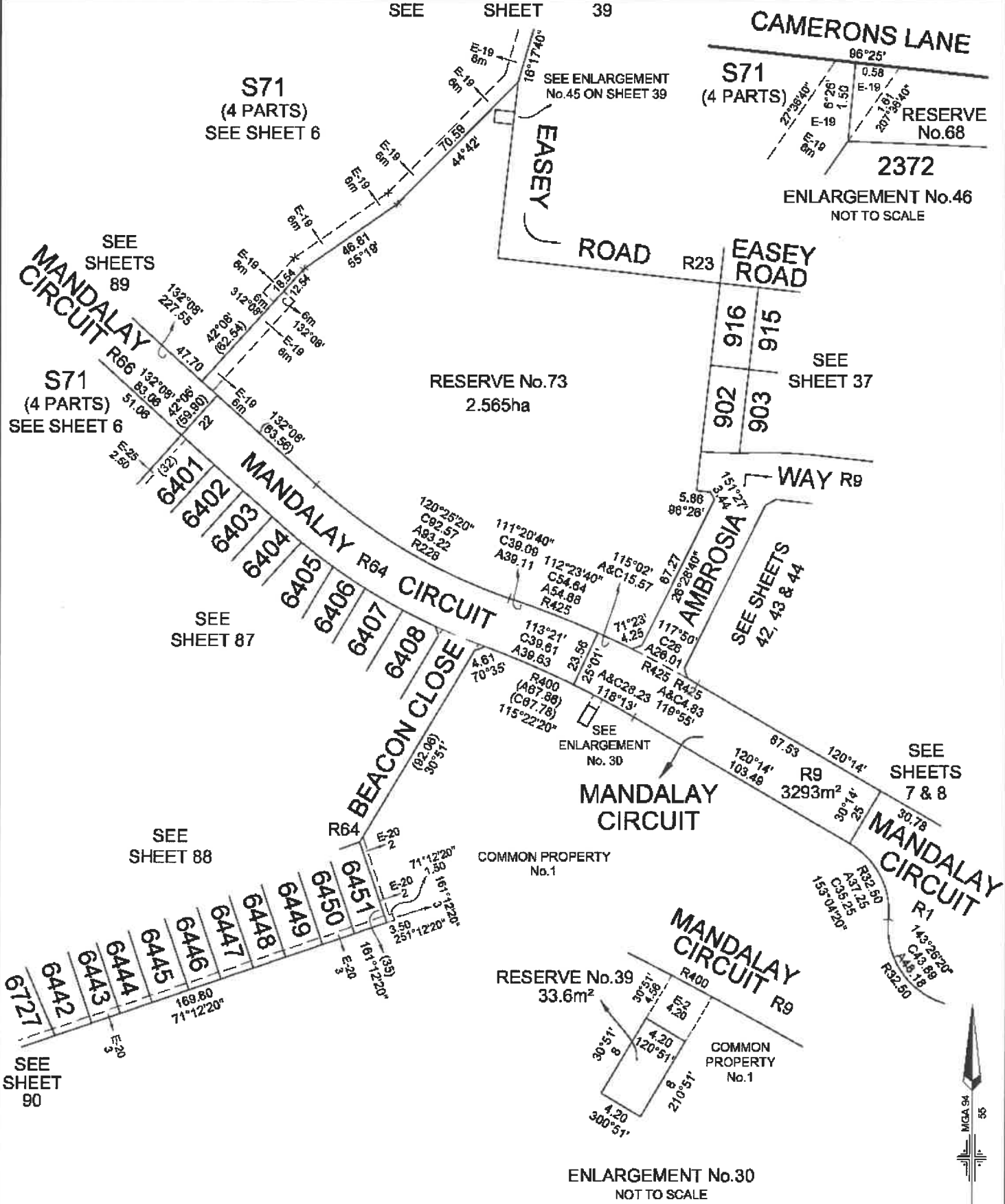
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3206 Australia
Tel (03) 9699 1400 Fax (03) 9699 5992

ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT)	GREGORY STUART WILLIAMS
SCALE SHEET	7.5 10 15 30		Sheet 37

PLAN OF SUBDIVISION

PS 617320S

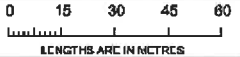
SEE SHEET 39



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:1500



Lyssna Group Pty Ltd
ABN 18 616 011 191
Tel: +61 7 3916 6800

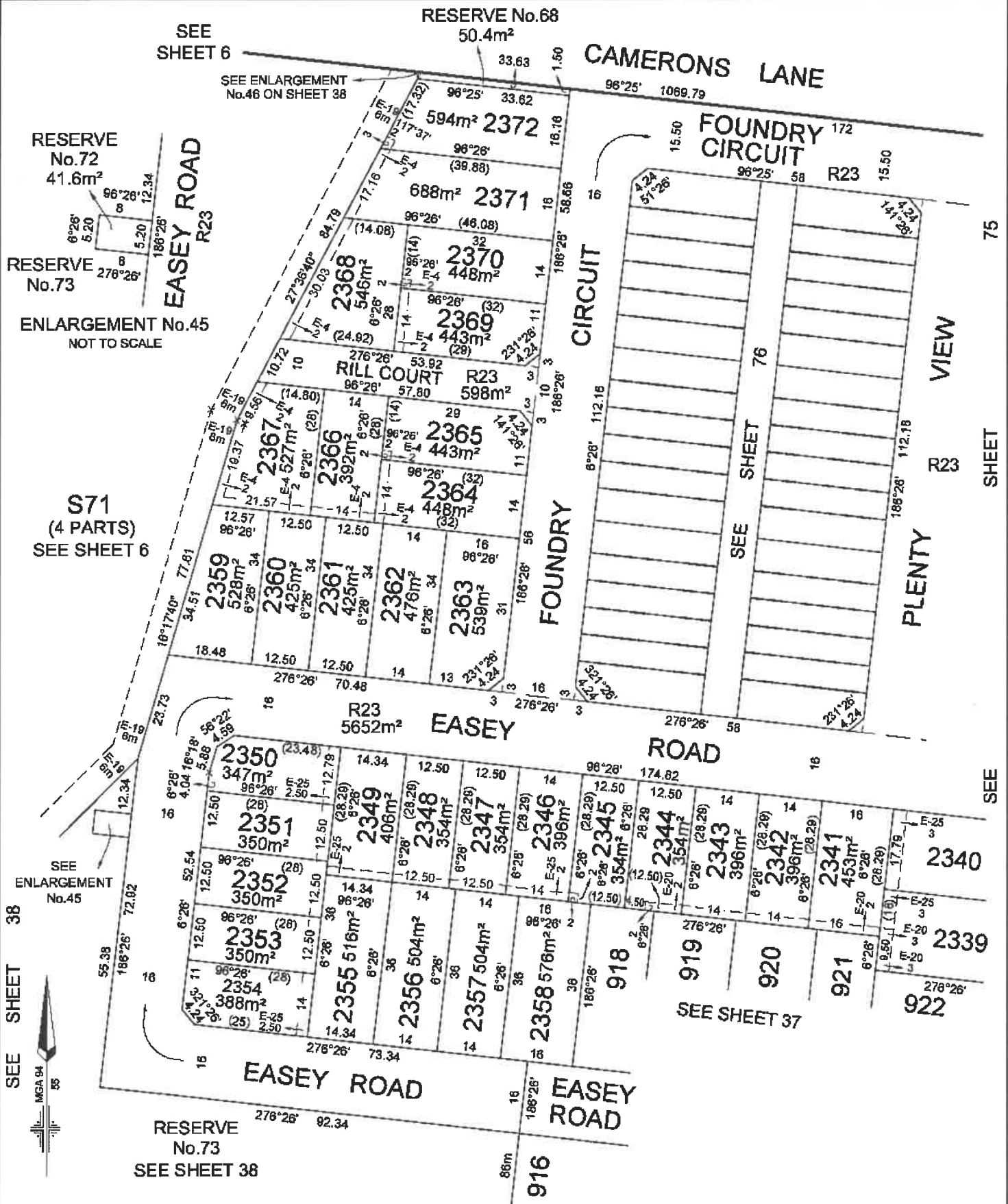
DATE: 01/10/24
DRAWING: CM0052AA

REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 38

PLAN OF SUBDIVISION

PS 617320S



<p>MANDALAY</p> <p>Lyssna Group Pty Ltd ABN 15 616 811 191 Tel: +61 8 9351 6800</p>	<p>LICENSED SURVEYOR: ANDREW J. REAY</p> <p>DATE: 01/10/24 DRAWING: CM0052AA</p> <p>REFERENCE: AA0015 DRAWN BY: BA</p>	<p>SCALE 1:800</p>	<p>0 8 16 24 32 LENGTHS ARE IN METRES</p> <p>ORIGINAL SHEET SIZE: A3 SHEET 39</p>
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PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 90

SEE SHEET 36

COMMON PROPERTY No.1

S71
(4 PARTS)

6715

SEE SHEET 55

3027

SEE ENLARGEMENT No.35 ON SHEET 47

COMMON PROPERTY No.1

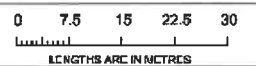
SEE SHEET 47

9707

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



 Lyssna Group Pty Ltd
ABN 18 616 811 191
Tel: +61 3 9516 6888

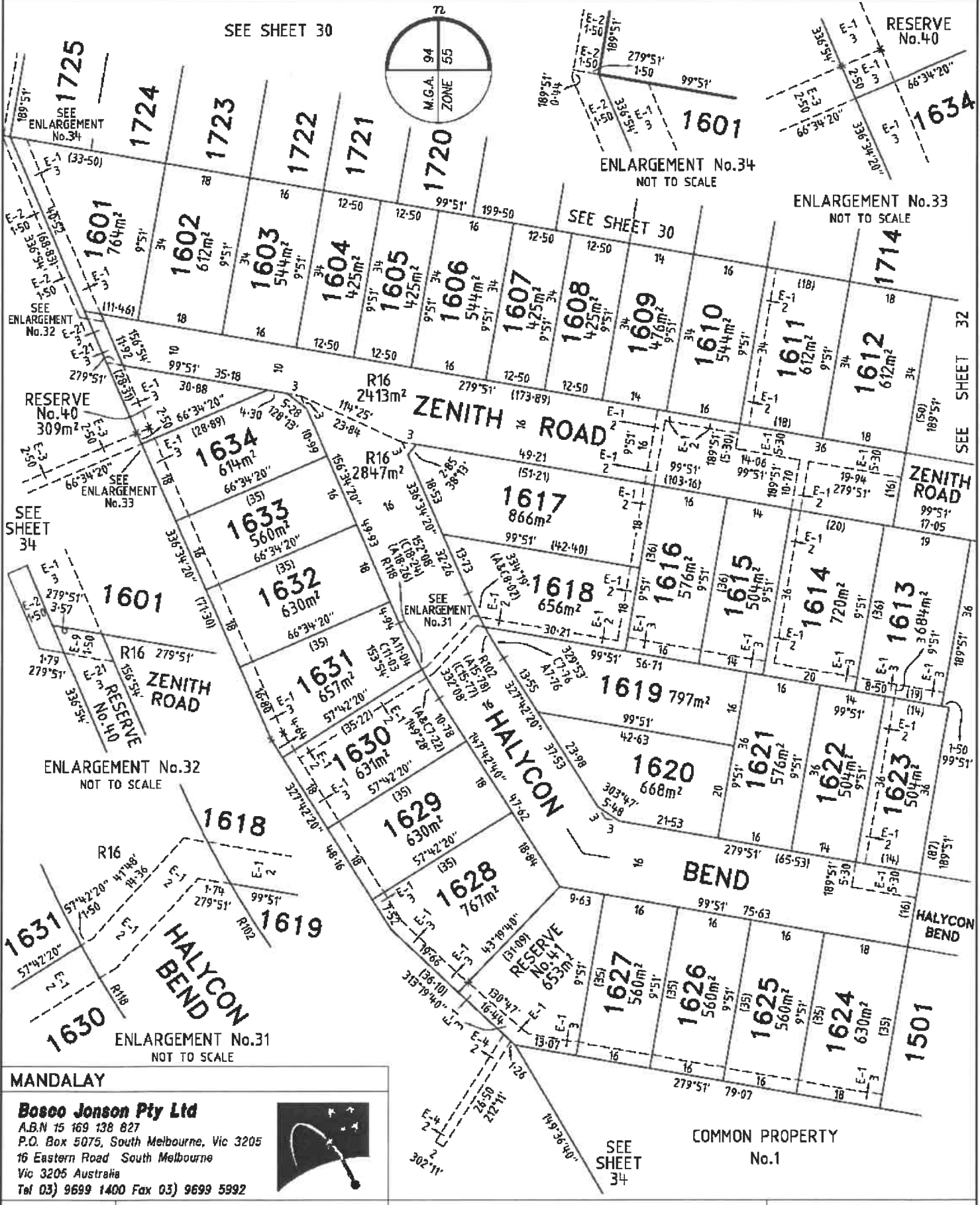
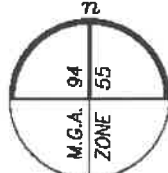
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DRAWING: CM0052AA

REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 40

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

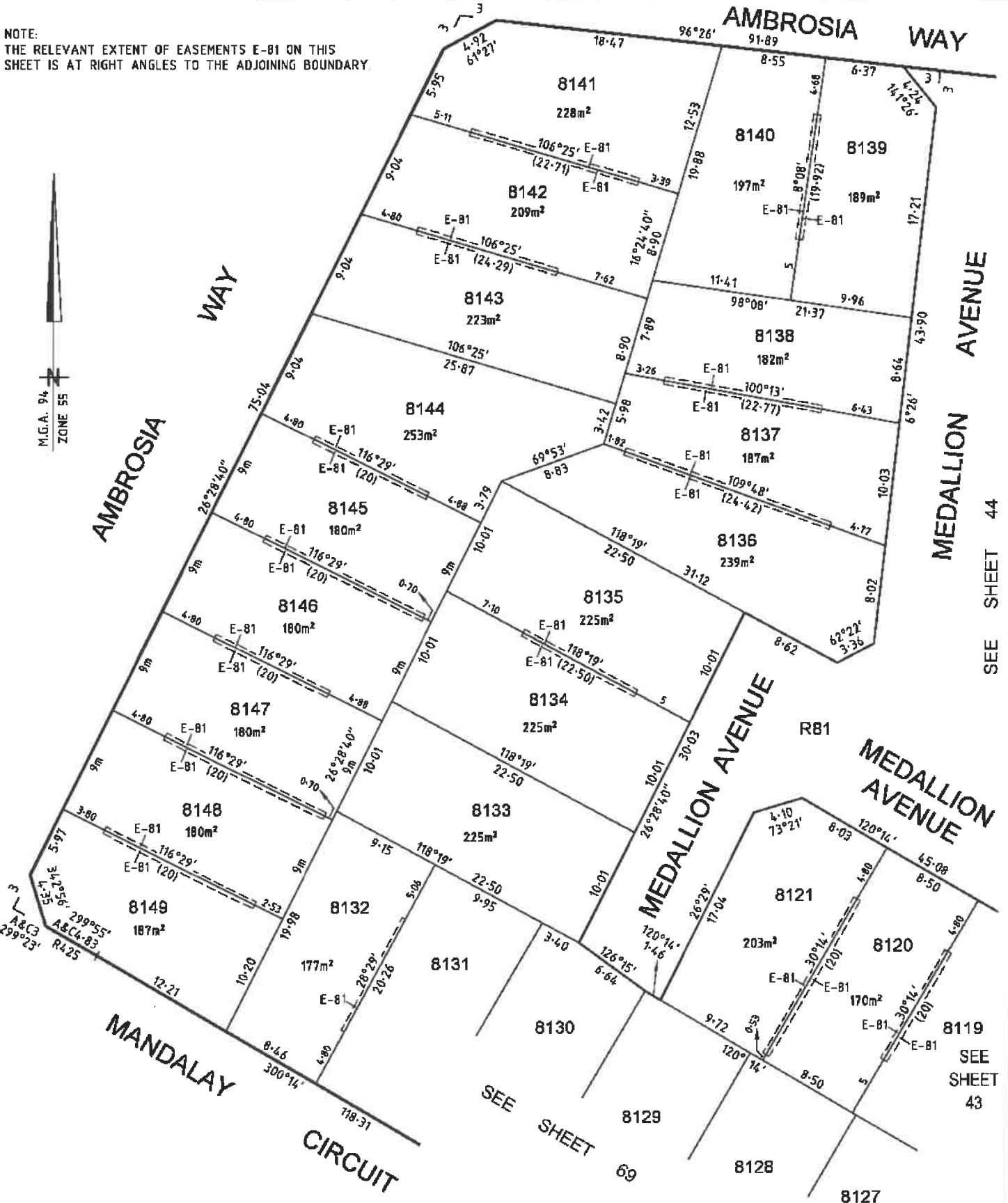
Bosco Jonson Pty Ltd
 A.B.N 15 169 138 827
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel (03) 9699 1400 Fax (03) 9699 5992

ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT)	GREGORY STUART WILLIAMS
SCALE SHEET	7.5 0 15 30		
			Sheet 41

PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

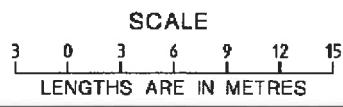
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THE RELEVANT EXTENT OF EASEMENTS E-81 ON THIS SHEET IS AT RIGHT ANGLES TO THE ADJOINING BOUNDARY.



SEE SHEET 44

SEE SHEET 43

0802s.03.dwg MS

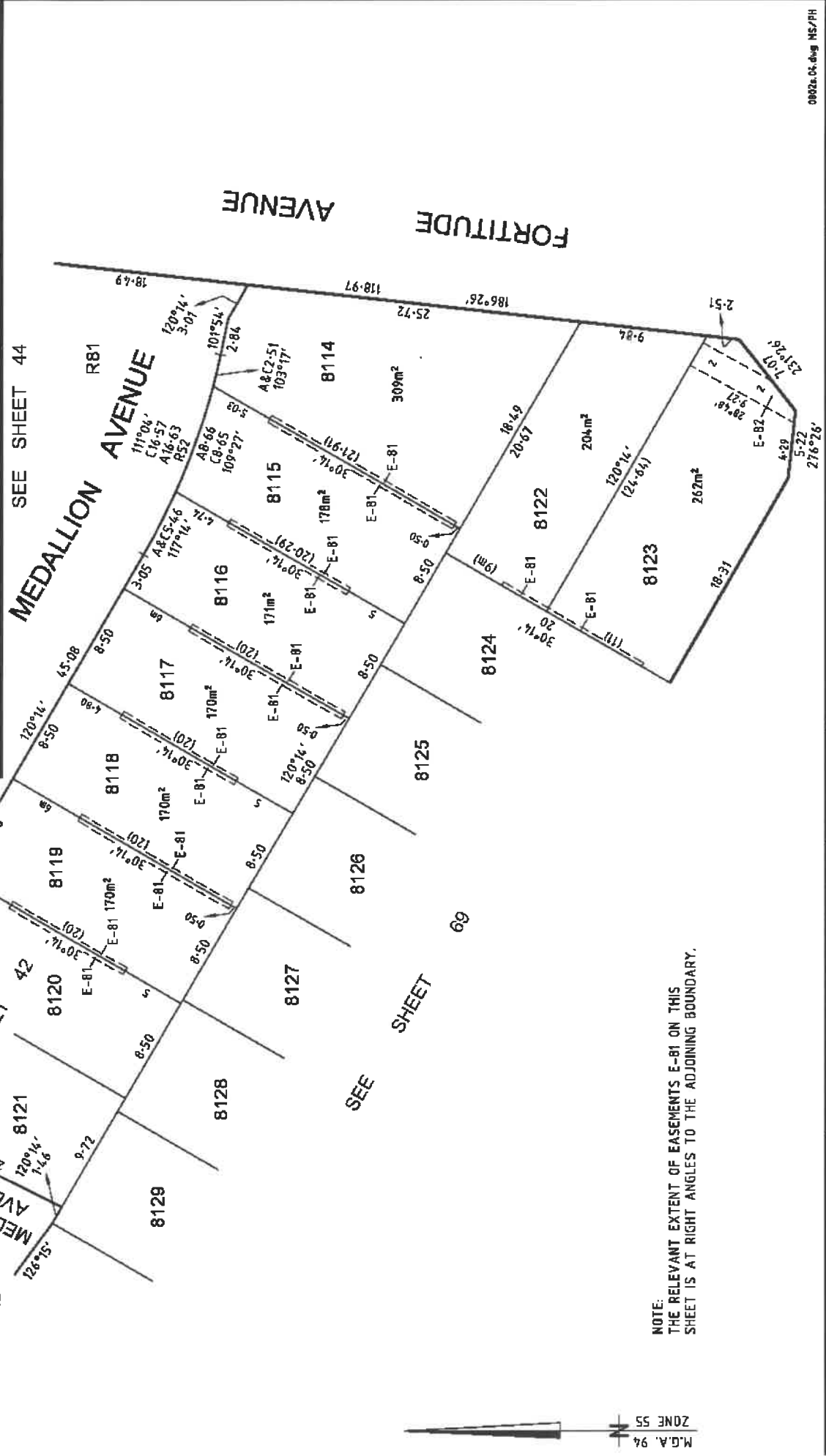


ORIGINAL
SCALE
1:300

SHEET 42
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION
PS 617320S

PLAN NUMBER
PS 617320S



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

SHEET 43 ORIGINAL SHEET SIZE A3	DIGITALLY SIGNED BY LICENSED SURVEYOR:	ORIGINAL SCALE SCALE 1:300	SCALE LENGTHS ARE IN METRES 3 0 3 6 9 12 15	REF 0802S VERSION K
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Irnie Survey T 9869 0813 F 9869 0901

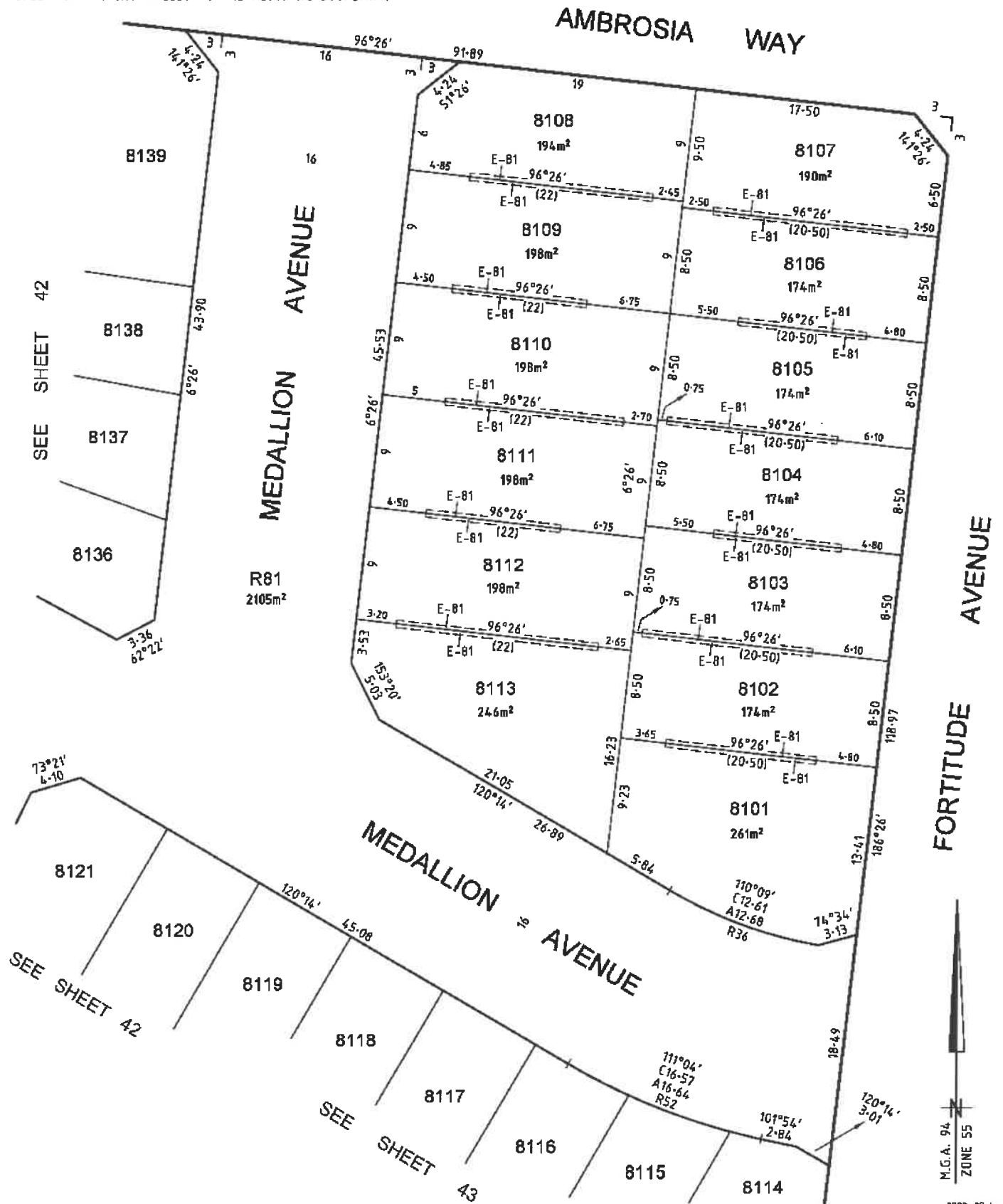
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M.G.A. 94
 ZONE 55

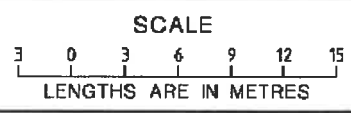
PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

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



DB02s.02.dwg MS



ORIGINAL
SCALE
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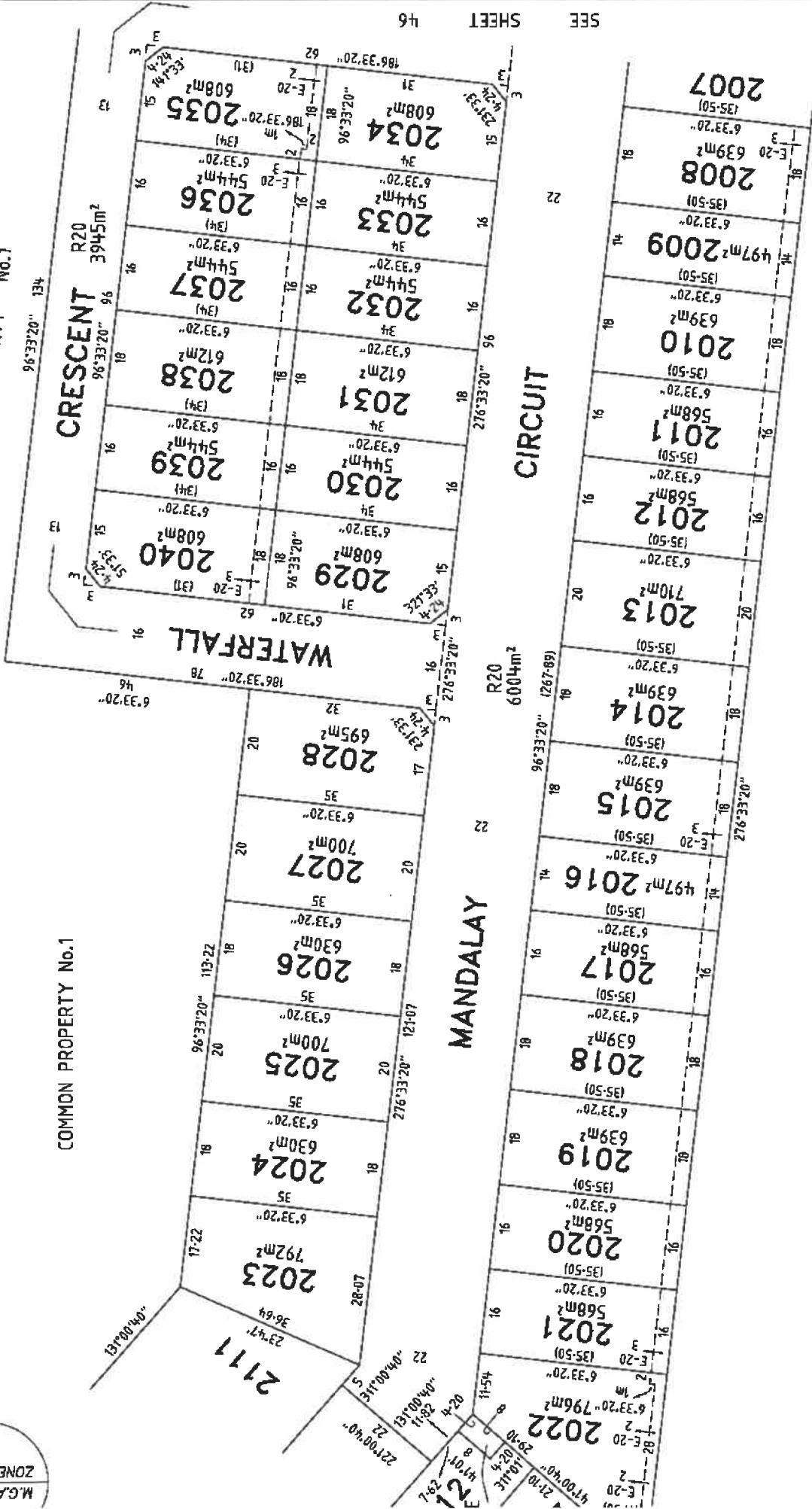
SHEET 44
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Plan Number
PS 617320S

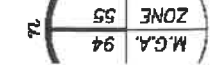
COMMON PROPERTY No.1

COMMON PROPERTY No.1



SEE SHEET 46

Sheet 45



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

SCALE



LENGTHS ARE IN METRES

ORIGINAL

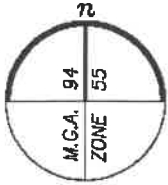
SCALE SHEET SIZE
1:750 A3



Jonson Pty Ltd
 169 138 827
 5075, South Melbourne, Vic 3205
 n Road, South Melbourne
 Australia
 1699 1400 Fax 03) 9699 5992

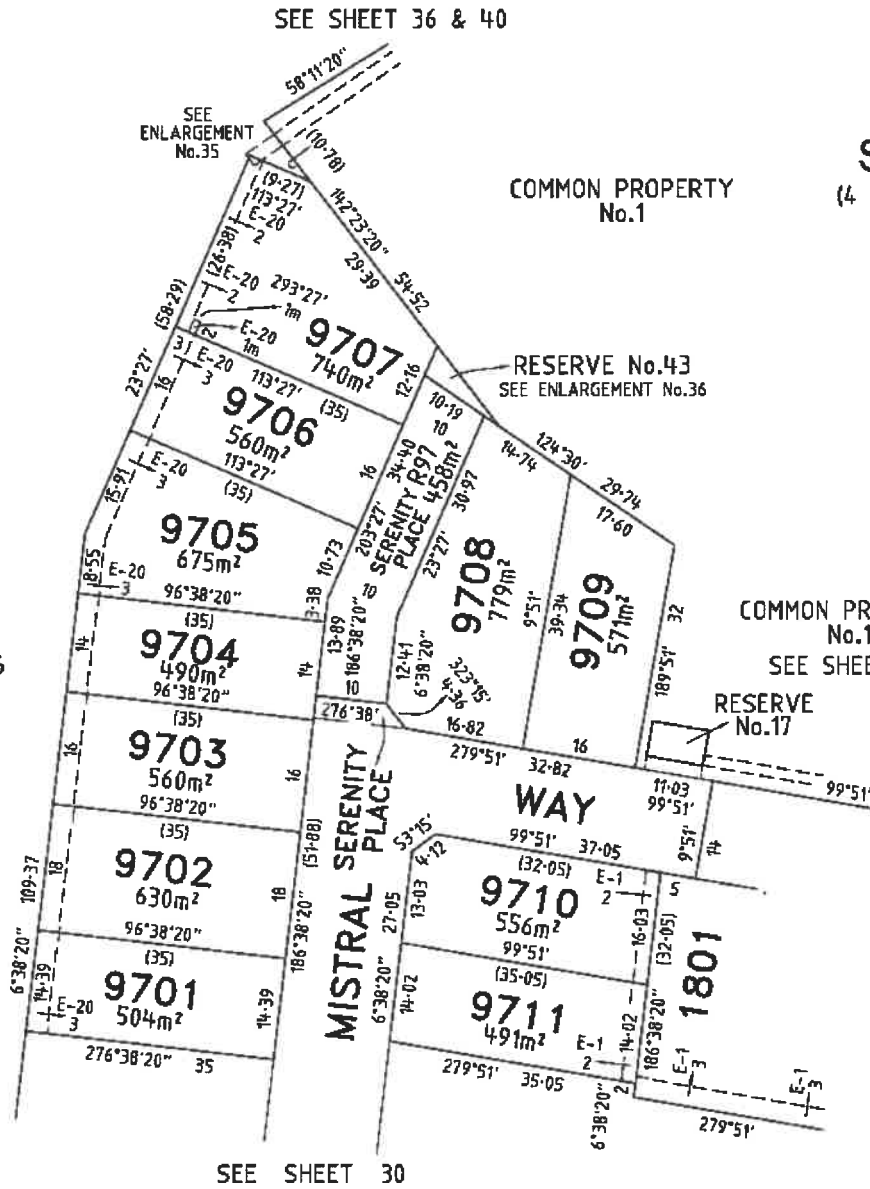
PLAN OF SUBDIVISION

Plan Number
PS 617320S

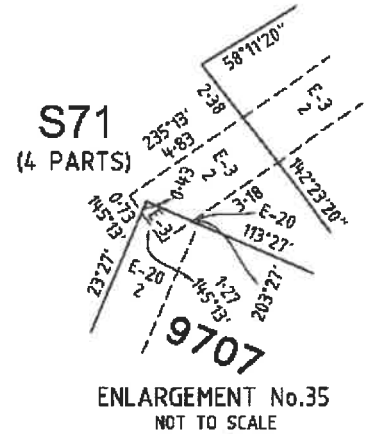


SEE SHEET 36 & 40

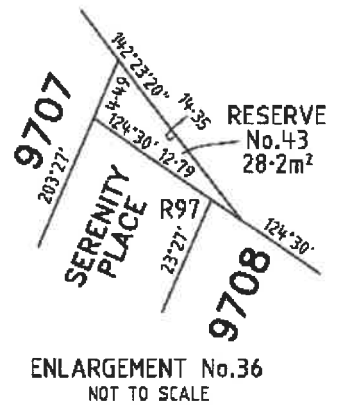
S71
(4 PARTS)
SEE SHEET 6



SEE SHEET 30



SEE SHEET 49



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
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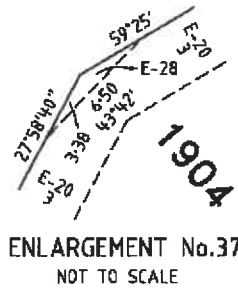
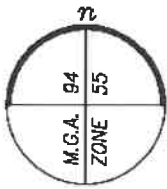
ORIGINAL	SCALE
SCALE SHEET	7.5 0 15 30

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

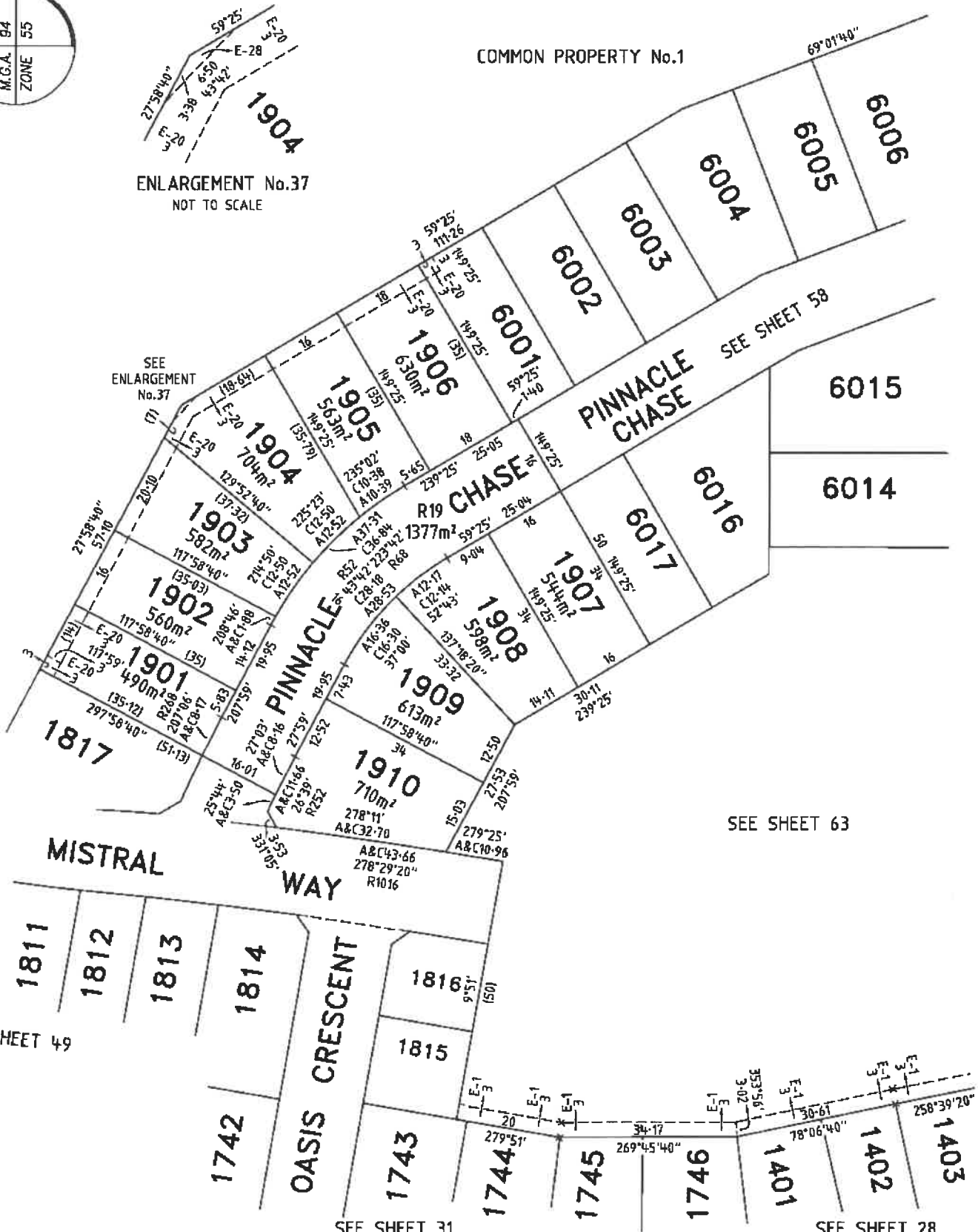
Sheet 47

PLAN OF SUBDIVISION

PS 617320S



COMMON PROPERTY No.1



SEE ENLARGEMENT No.37

SEE SHEET 58

SEE SHEET 63

SEE SHEET 49

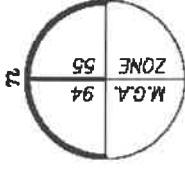
SEE SHEET 31

SEE SHEET 28

MANDALAY Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075 South Melbourne Vic 3206	LICENSED SURVEYOR GREGORY STUART WILLIAMS	SCALE 1:750	7.5 0 15 30 LENGTHS ARE IN METRES
	DATE 15/05/18 VERSION A	REFERENCE 24610333 DRAWING 2461035EA	ORIGINAL SHEET SIZE A3 SHEET 48

PLAN OF SUBDIVISION

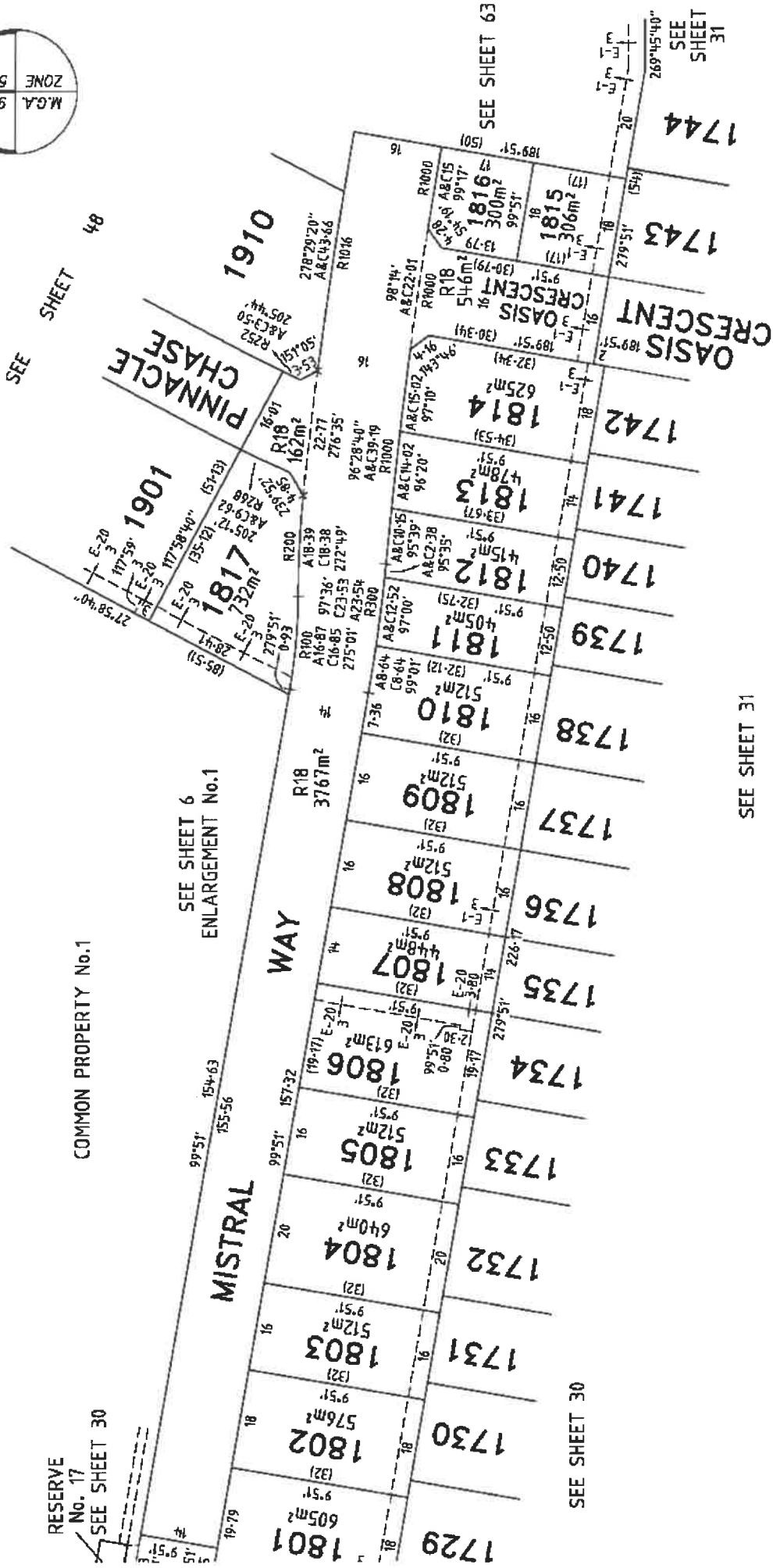
Plan Number
PS 617320S



RESERVE
No. 17
SEE SHEET 30

COMMON PROPERTY No.1

SEE SHEET 6
ENLARGEMENT No.1



SEE SHEET 31

SEE SHEET 30

Sheet 49

ORIGINAL



Jonson Pty Ltd
469 138 827
5075, South Melbourne, Vic 3206
n Road, South Melbourne
Australia
1699 1400 Fax 03) 9699 5992

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 15/05/18 VERSION A
DWG 2461035EA

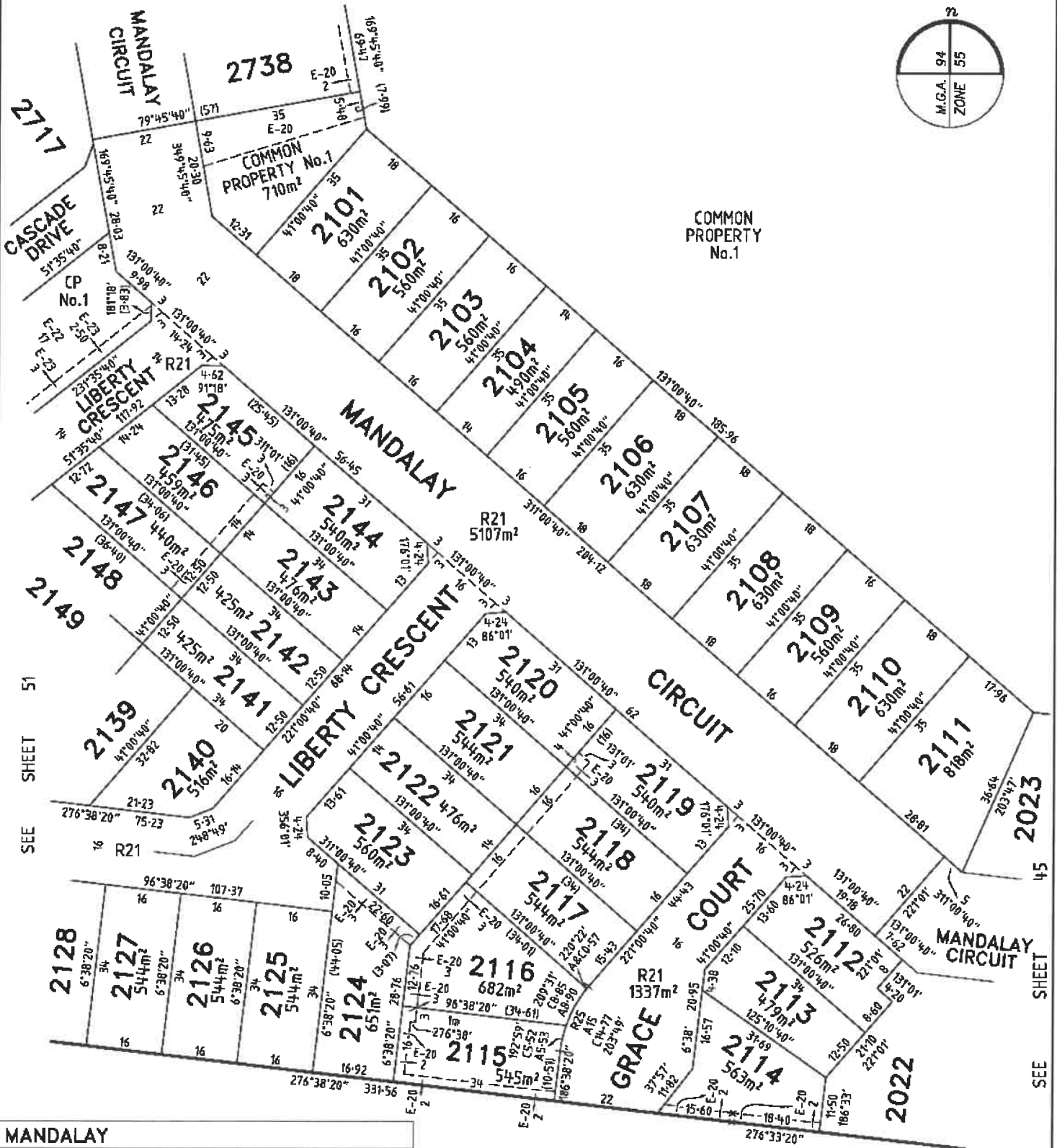
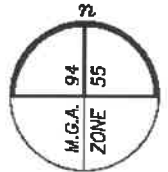
JAY

SHEET 47

PLAN OF SUBDIVISION

Plan Number
PS 617320S

SEE SHEET 53



MANDALAY

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

SCALE
R 0 1K 2

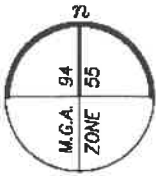
Sheet 50

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

PLAN OF SUBDIVISION

Plan Number

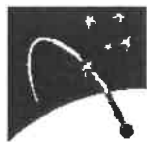
PS 617320S



MANDALAY

Bosco Jonson Pty Ltd

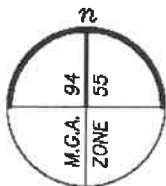
A.B.N 15 169 138 827
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



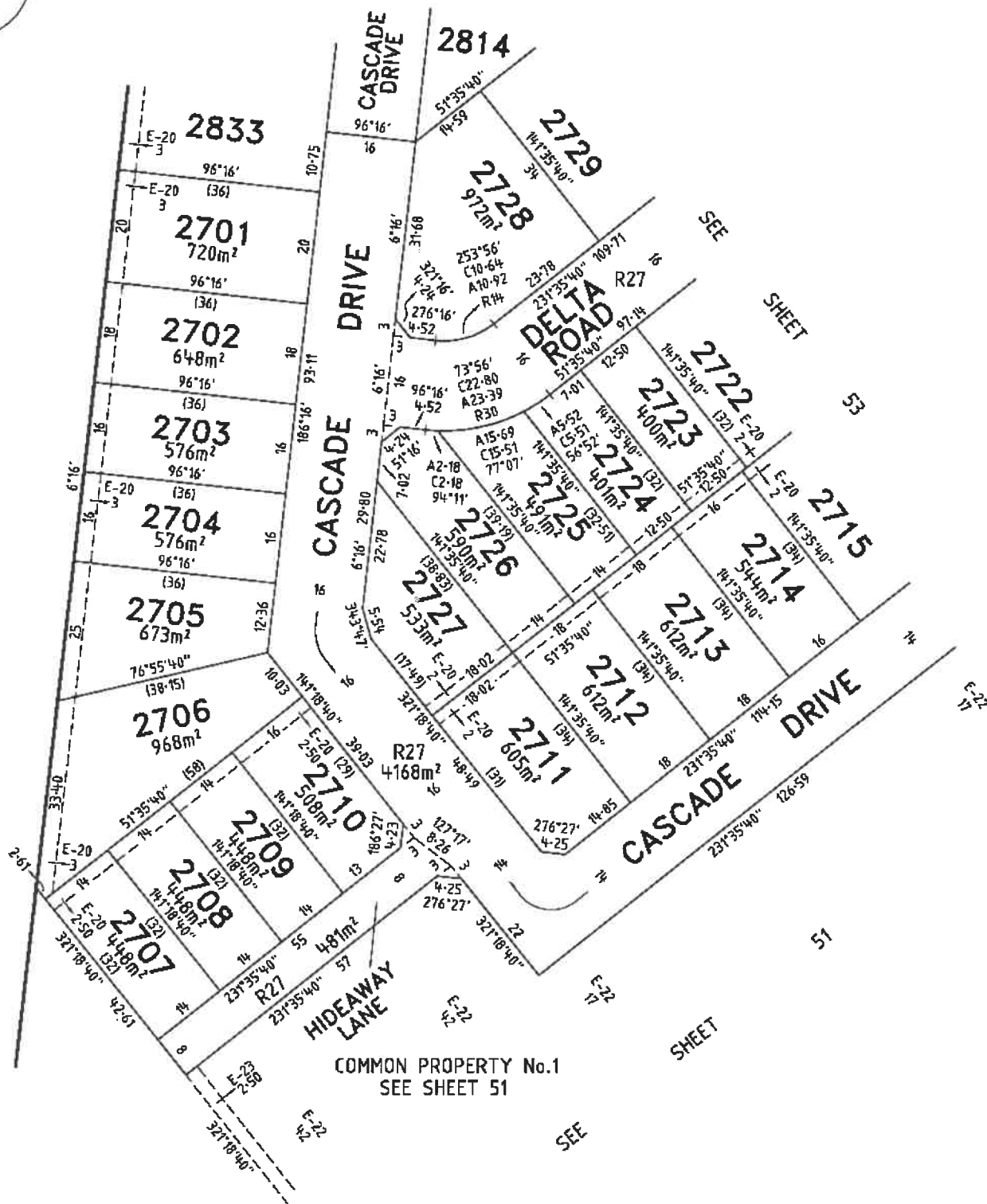
ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT)	GREGORY STUART WILLIAMS
SCALE SHEET	R 0 16 32	Sheet 51	

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 54



COMMON PROPERTY No.1
SEE SHEET 51

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:750



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



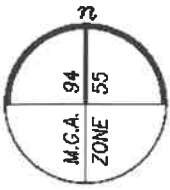
DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

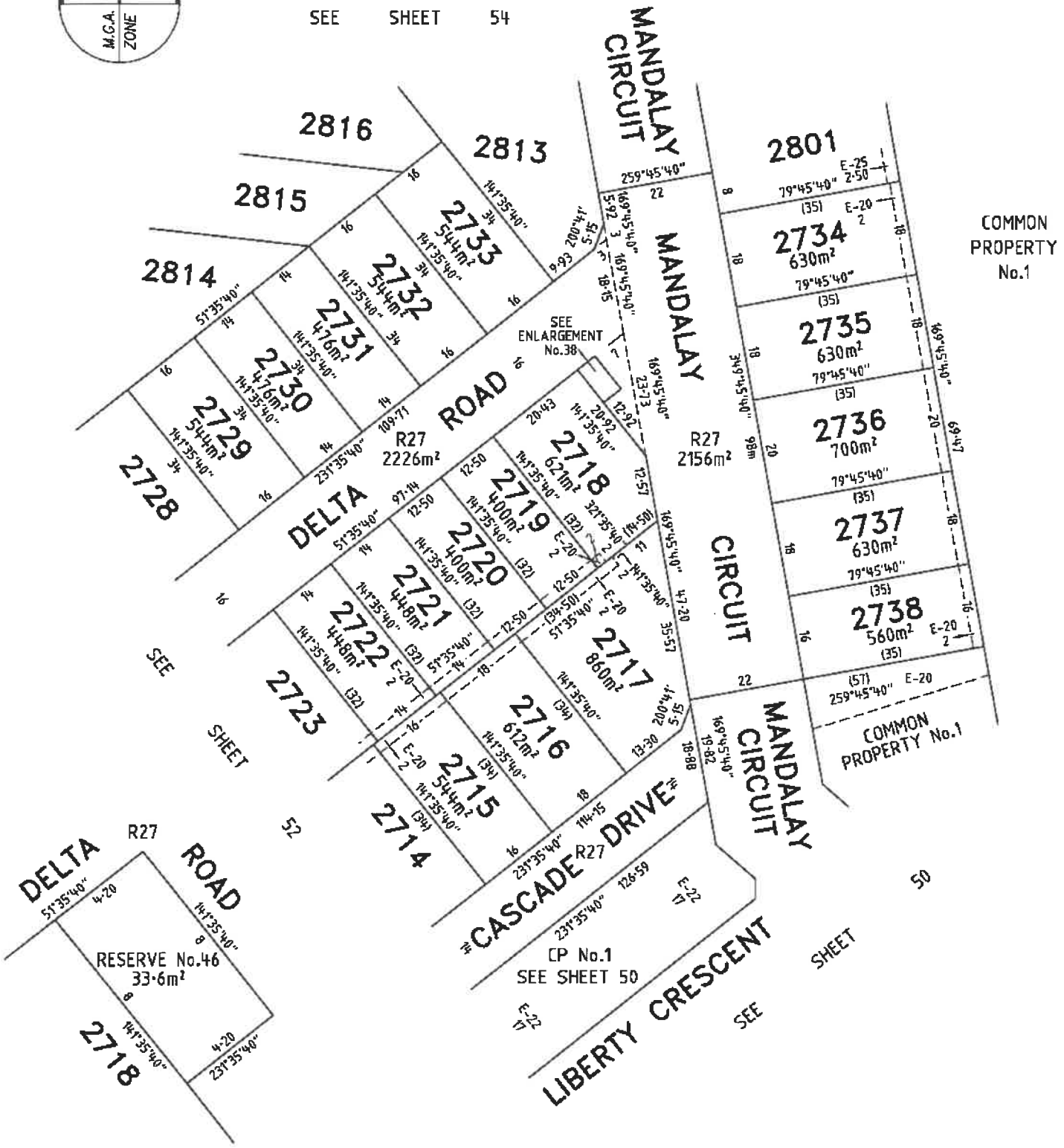
ORIGINAL SHEET SIZE A3
SHEET 52

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 54

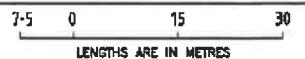


ENLARGEMENT No.38
NOT TO SCALE

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:750



Bocco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5076, South Melbourne, Vic 3206



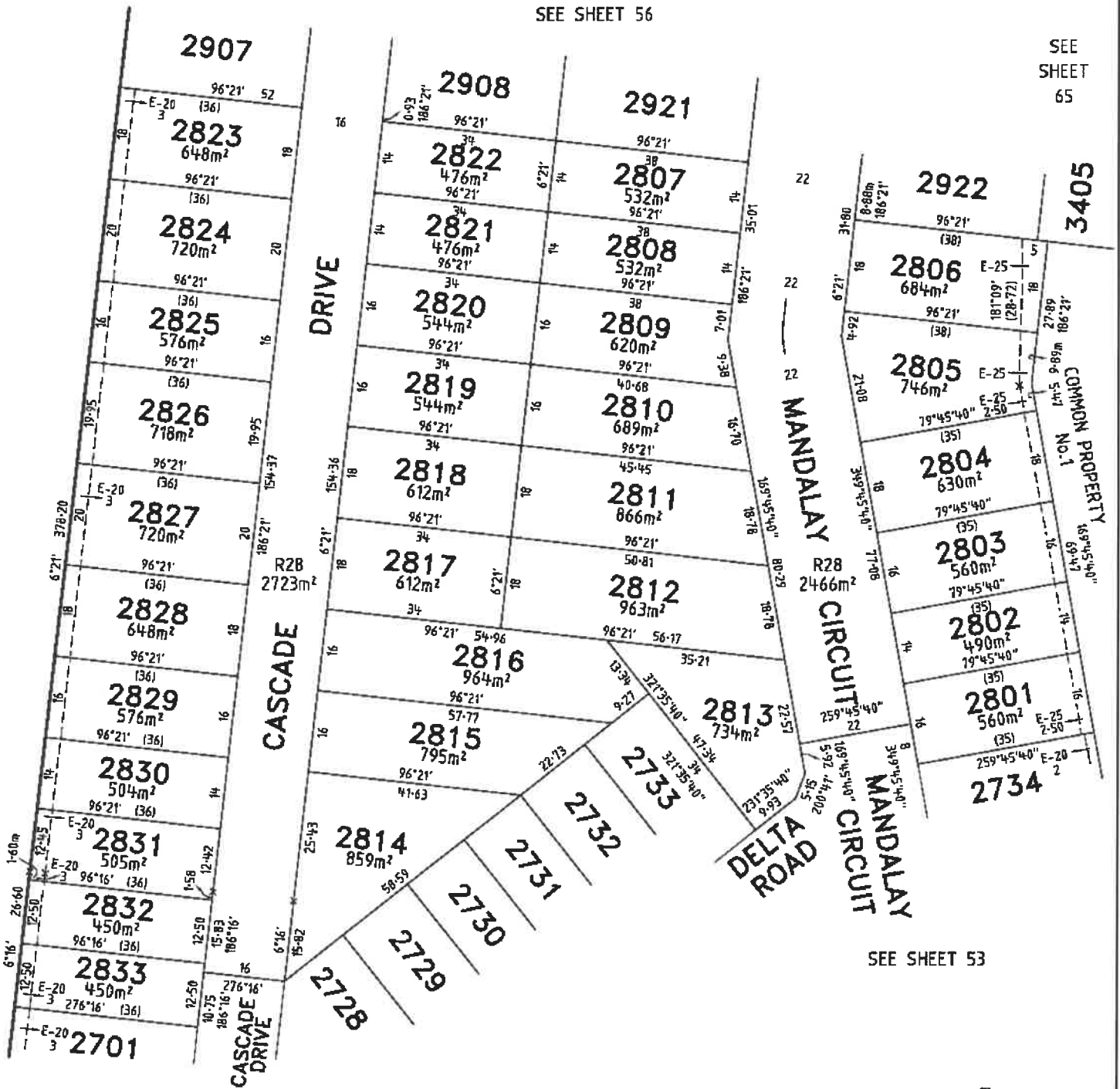
DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

ORIGINAL SHEET SIZE A3
SHEET 53

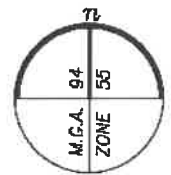
SEE SHEET 56

SEE SHEET 65



SEE SHEET 52

SEE SHEET 53



MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:800



Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5275, South Melbourne, Vic 3206



DATE 15/05/18
VERSION A

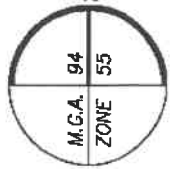
REFERENCE 24610333
DRAWING 2461035EA

ORIGINAL SHEET SIZE A3
SHEET 54

PLAN OF SUBDIVISION

PS 617320S

COMMON PROPERTY No.1
SEE SHEET 36



SEE SHEET 40

S71
(4 PARTS)
SEE SHEET 6

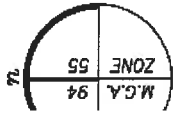
9705
9704
9703
9702
9701
SEE SHEET 47

1726
GOLF LINKS DRIVE
SEE SHEET 30

S71
(4 PARTS)
SEE SHEET 6

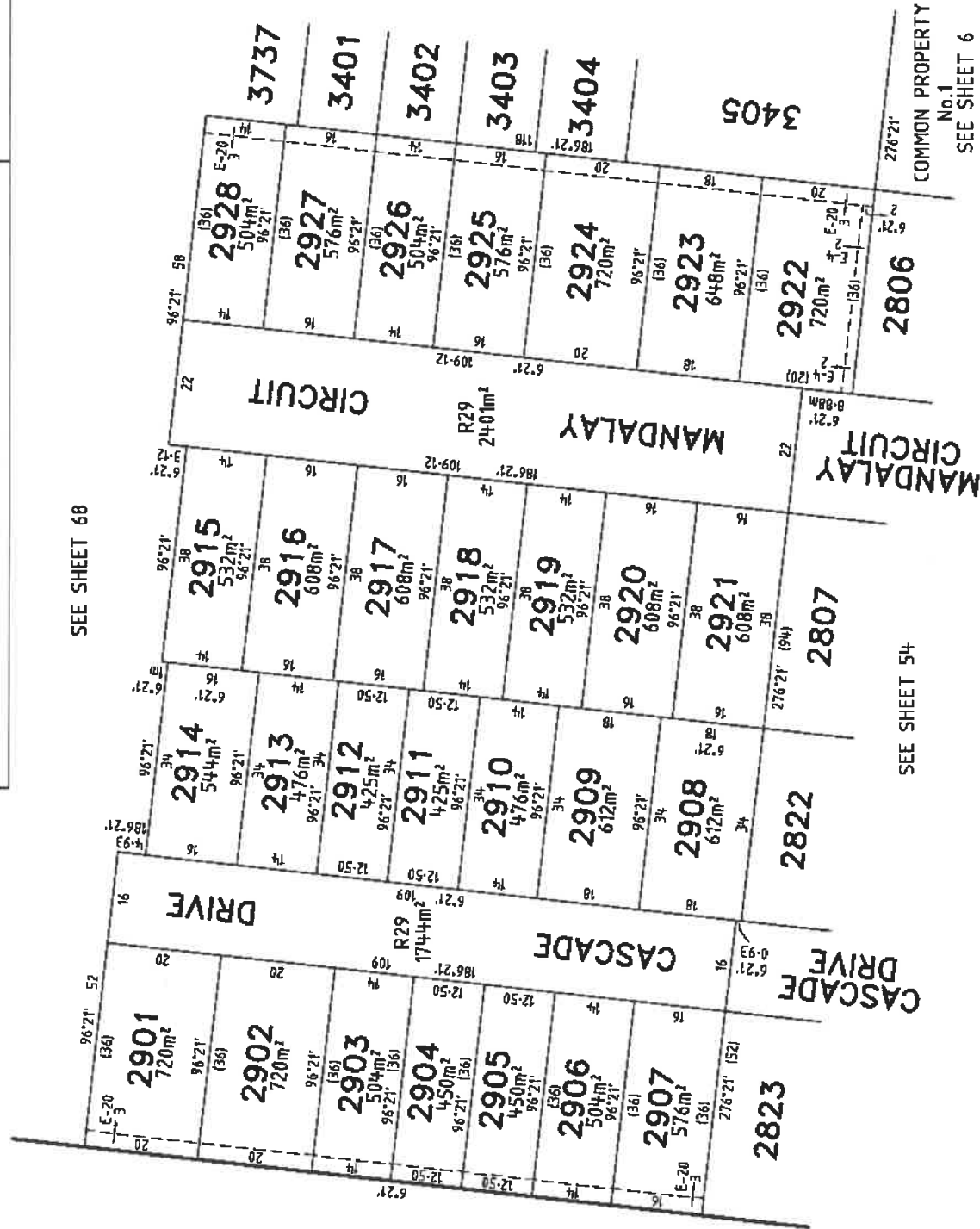
SEE SHEET 30

MANDALAY Bosco Jonson Pty Ltd A.B.N 15 169 138 827 80 Bay Street, South Melbourne, Vic 3205	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	ORIGINAL SHEET SIZE A3 SHEET 55



PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 68

SEE SHEET 54

SEE SHEET 65



Inson Pty Ltd
 138 827
 75, South Melbourne, Vic 3205
 Road South Melbourne
 stralia
 1 1400 Fax 03) 9889 5992

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18
 VERSION A
 REFERENCE 24610333
 DRAWING 2461035EA

SCALE
 1:800
 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3
 SHEET 56

COMMON PROPERTY
 No.1
 SEE SHEET 6

PLAN OF SUBDIVISION

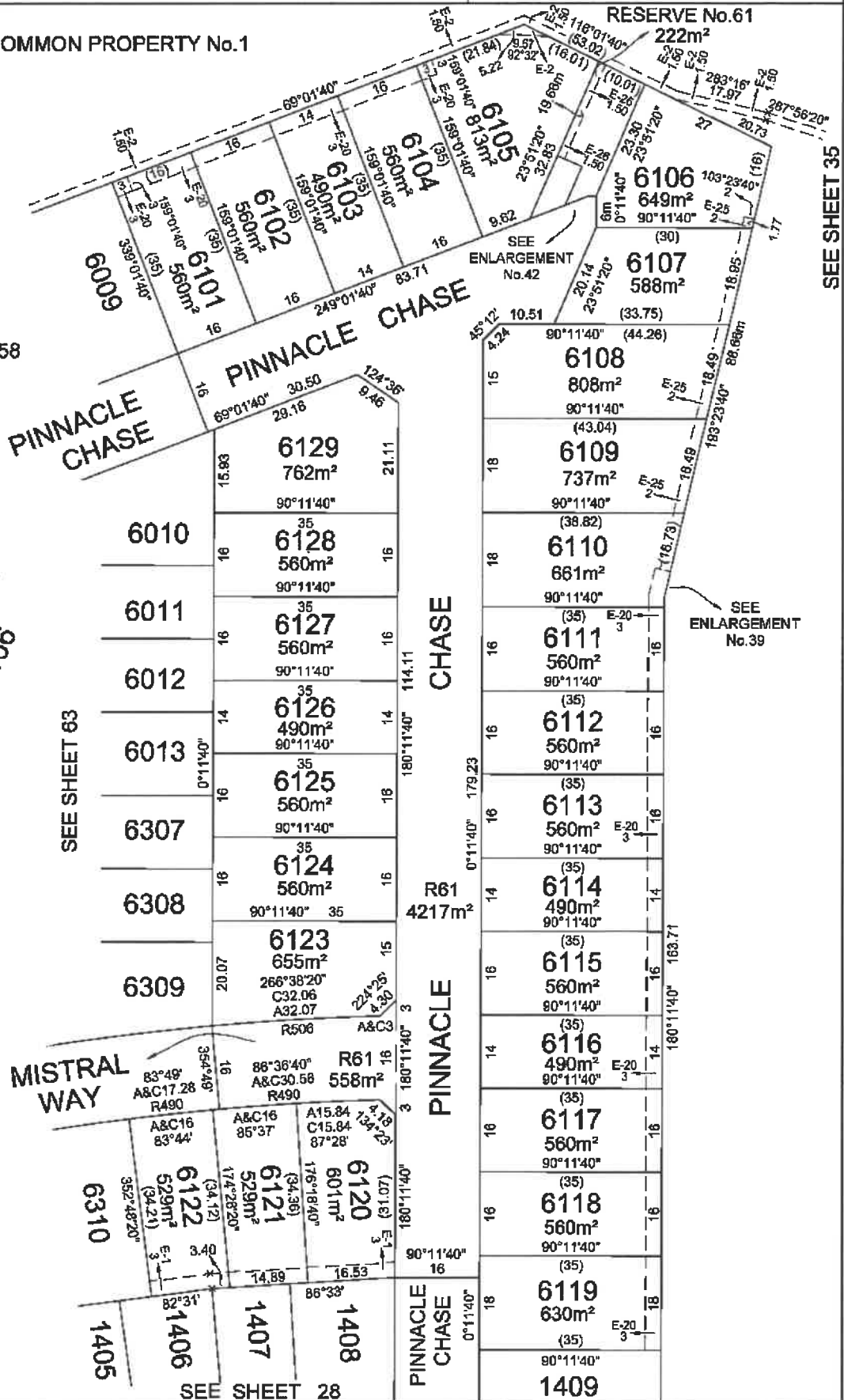
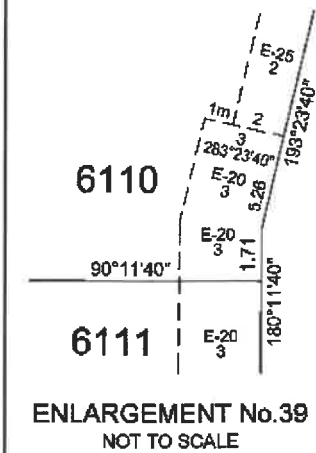
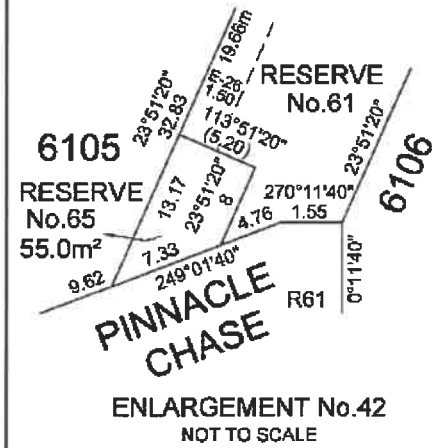
PS 617320S



COMMON PROPERTY No.1

SEE SHEET 58

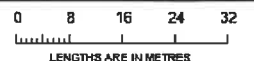
SEE SHEET 35



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:800



DATE: 21/01/19
DRAWING: CMD081AB

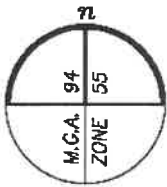
REFERENCE: AA0015
DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
SHEET 57

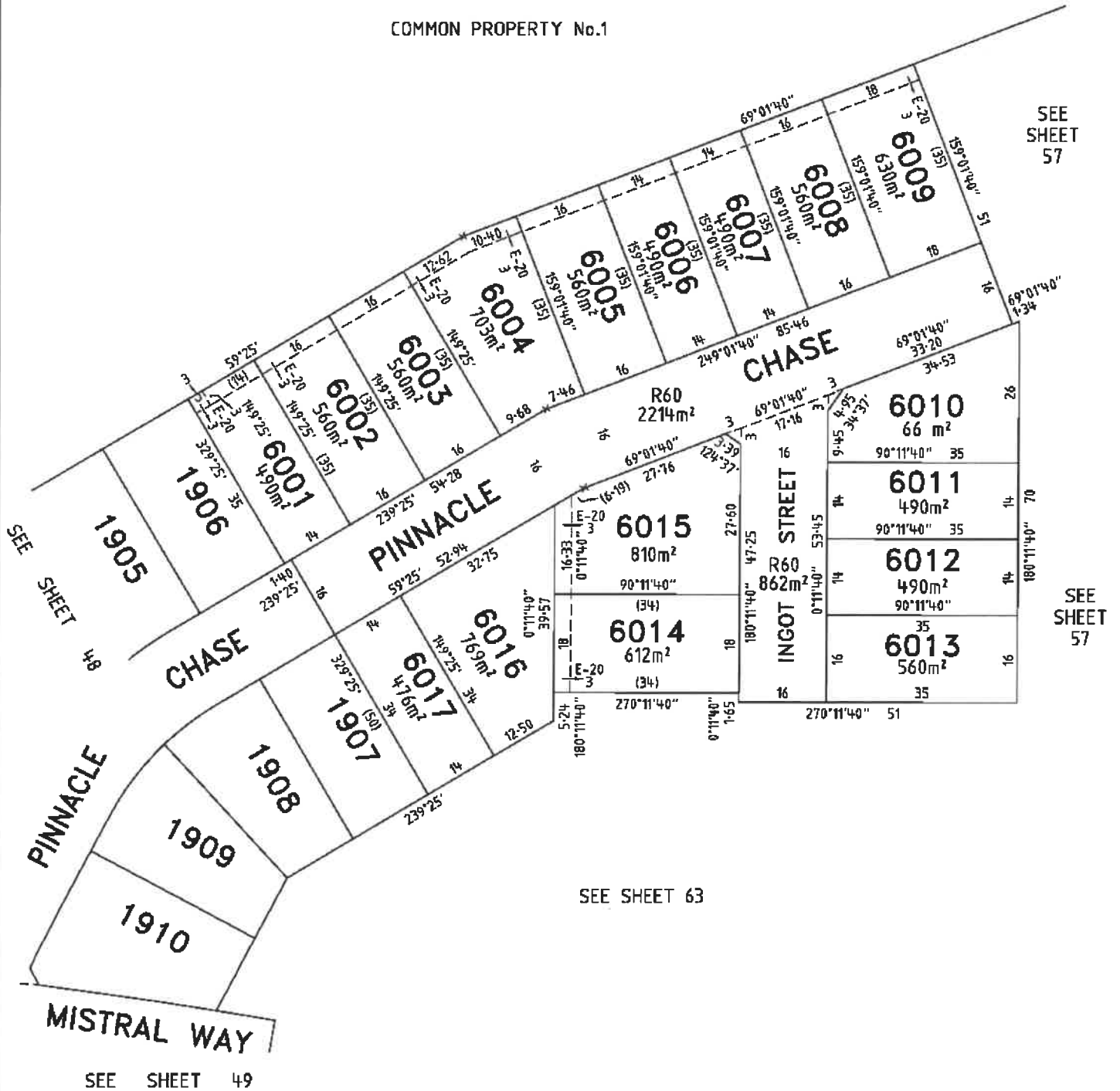
Lystra Group Pty Ltd
ABN 28 618 613 281

PLAN OF SUBDIVISION

PS 617320S



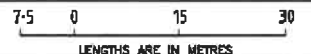
COMMON PROPERTY No.1



MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750



Bosco Jonson Pty Ltd
A.B.N 16 169 138 827
P.O. Box 5075 South Melbourne Vic 3206



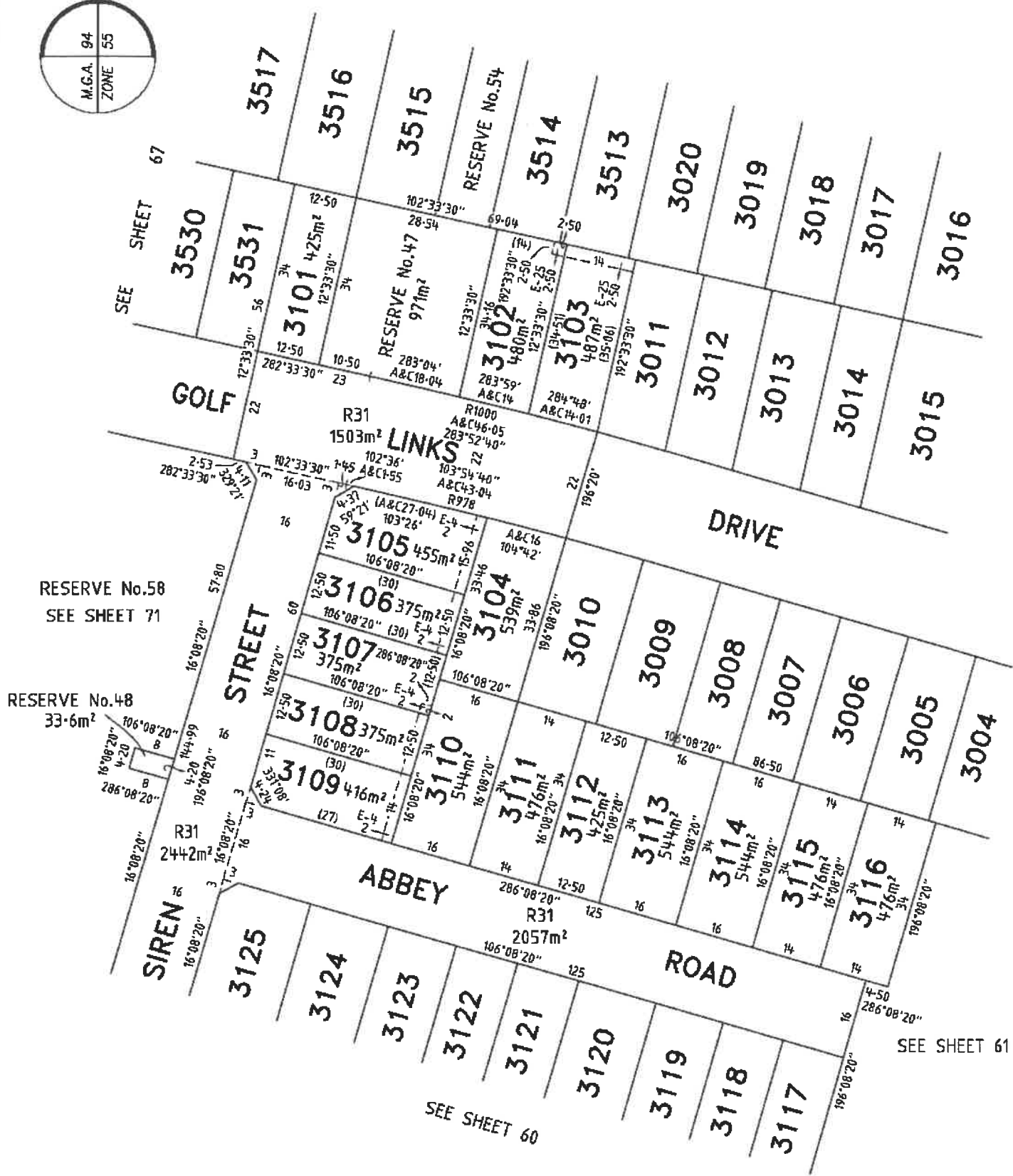
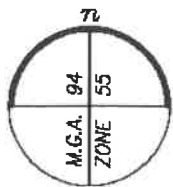
DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

ORIGINAL SHEET SIZE A3
SHEET 58

PLAN OF SUBDIVISION

PS 617320S



RESERVE No.58
SEE SHEET 71

RESERVE No.48
33.6m²

SEE SHEET 61

SEE SHEET 60

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:750



Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic. 3206



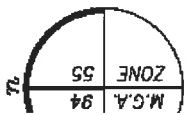
DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

ORIGINAL SHEET SIZE A3
SHEET 59

PS 617320S

PLAN OF SUBDIVISION



SEE SHEET 59
R31

ABBEEY ROAD

ROAD

SEE SHEET 66

E-20

RHAPSODY ROAD

SEE SHEET 61

ROAD

SEE SHEET 64

SEE SHEET 64

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18

VERSION A



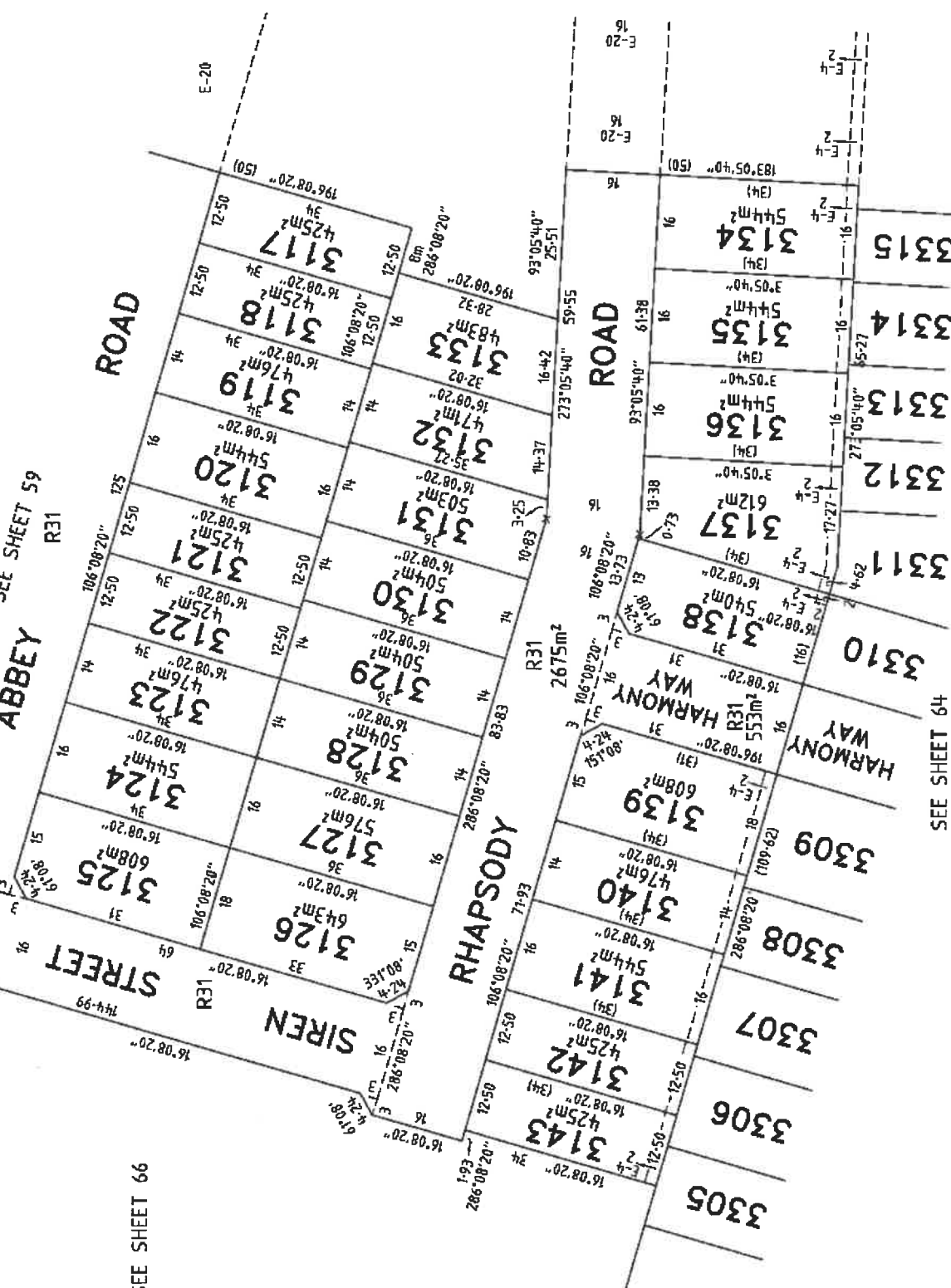
Mason Pty Ltd

138 827
75, South Melbourne, Vic 3205
75ad South Melbourne
straffe
T 1400 Fax 03) 9689 5992

SCALE
1:750

ORIGINAL SHEET SIZE A3
SHEET 60

7.5 0 15 30
LENGTHS ARE IN METRES



PS 617320S

PLAN OF SUBDIVISION

GOLF LINKS DRIVE

SEE SHEET 55

SEE SHEET 60

SEE SHEET 62

SEE SHEET 64

SEE SHEET 66

SEE SHEET 68

SEE SHEET 70

SEE SHEET 72

SEE SHEET 74

SEE SHEET 76

SEE SHEET 78

SEE SHEET 80

SEE SHEET 82

SEE SHEET 84

SEE SHEET 86

SEE SHEET 88

SEE SHEET 90

SEE SHEET 92

SEE SHEET 94

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SEE SHEET 568

SEE SHEET 570

SEE SHEET 572

SEE SHEET 574

SEE SHEET 576

SEE SHEET 578

SEE SHEET 580

SEE SHEET 582

SEE SHEET 584

SEE SHEET 586

SEE SHEET 588

SEE SHEET 590

SEE SHEET 592

SEE SHEET 594

SEE SHEET 596

SEE SHEET 598

SEE SHEET 600

SEE SHEET 602

SEE SHEET 604

SEE SHEET 606

SEE SHEET 608

SEE SHEET 610

SEE SHEET 612

SEE SHEET 614

SEE SHEET 616

SEE SHEET 618

SEE SHEET 620

SEE SHEET 622

SEE SHEET 624

SEE SHEET 626

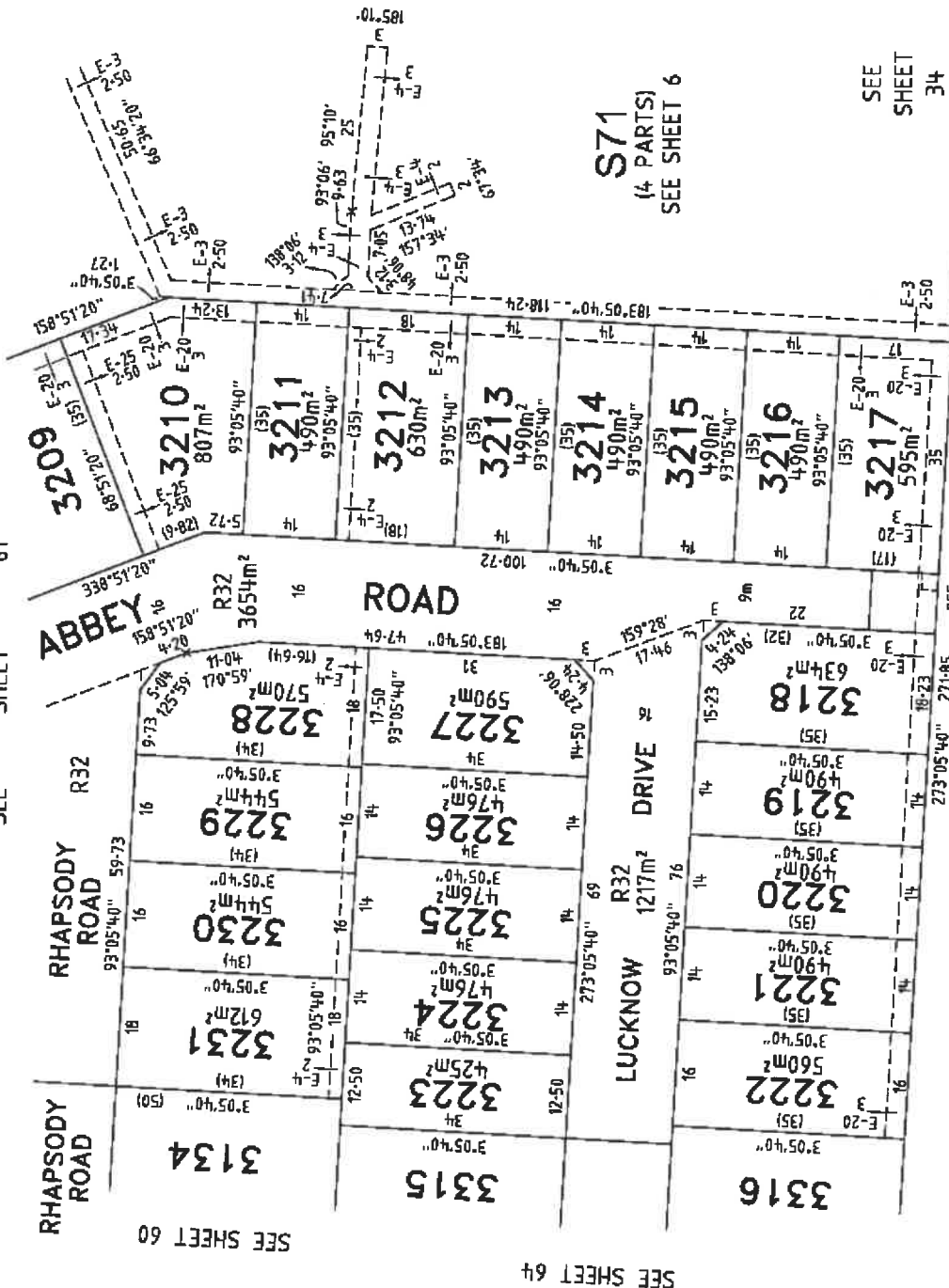
SEE SHEET 628



PLAN OF SUBDIVISION

PS 617320S

SEE SHEET 61

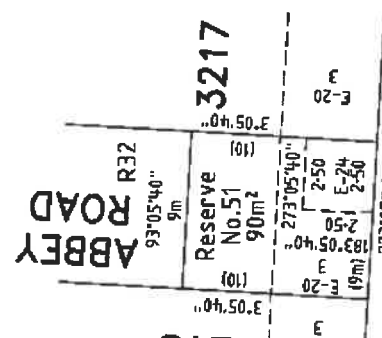


SEE SHEET 60

SEE SHEET 64

SEE SHEET 34

S71
(4 PARTS)
SEE SHEET 6



ENLARGEMENT No. 41
NOT TO SCALE

SEE ENLARGEMENT No. 41

MANDALAY
LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18
VERSION A
REFERENCE 24610333
DRAWING 2461035EA



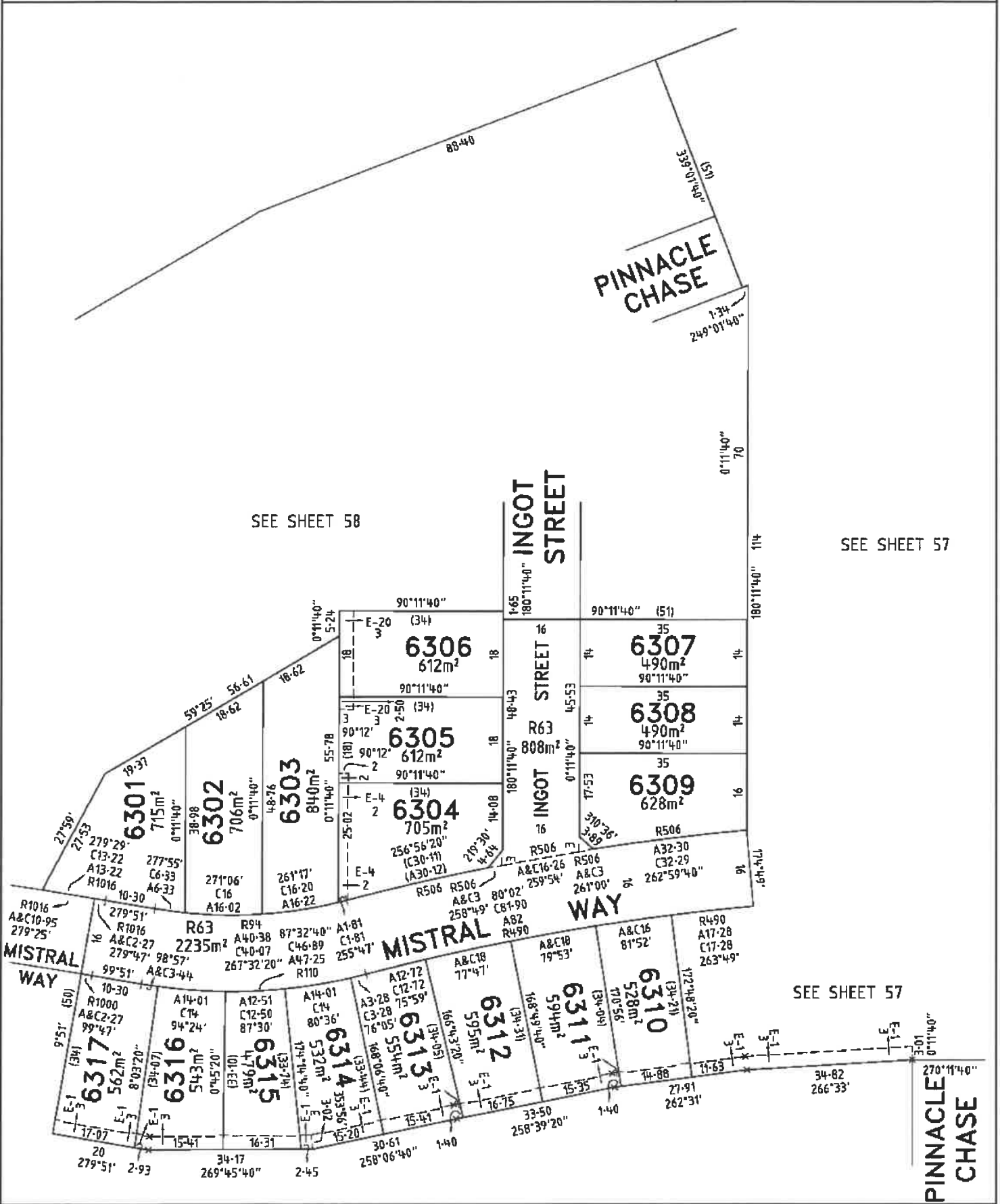
Mason Pty Ltd
138 827
75, South Melbourne, Vic 3205
Road South Melbourne
strails
1 1460 Fax 03) 9699 5992

SCALE 1:750
ORIGINAL SHEET SIZE A3
SHEET 62

7.5 0 15 30
LENGTHS ARE IN METRES

PLAN OF SUBDIVISION

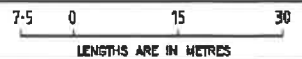
PS 617320S



MANDALAY

LICENCED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750



Bosco Jonson Pty Ltd
A.B.N 16 169 138 827
P.O. Box 5275, South Melbourne, Vic 3206



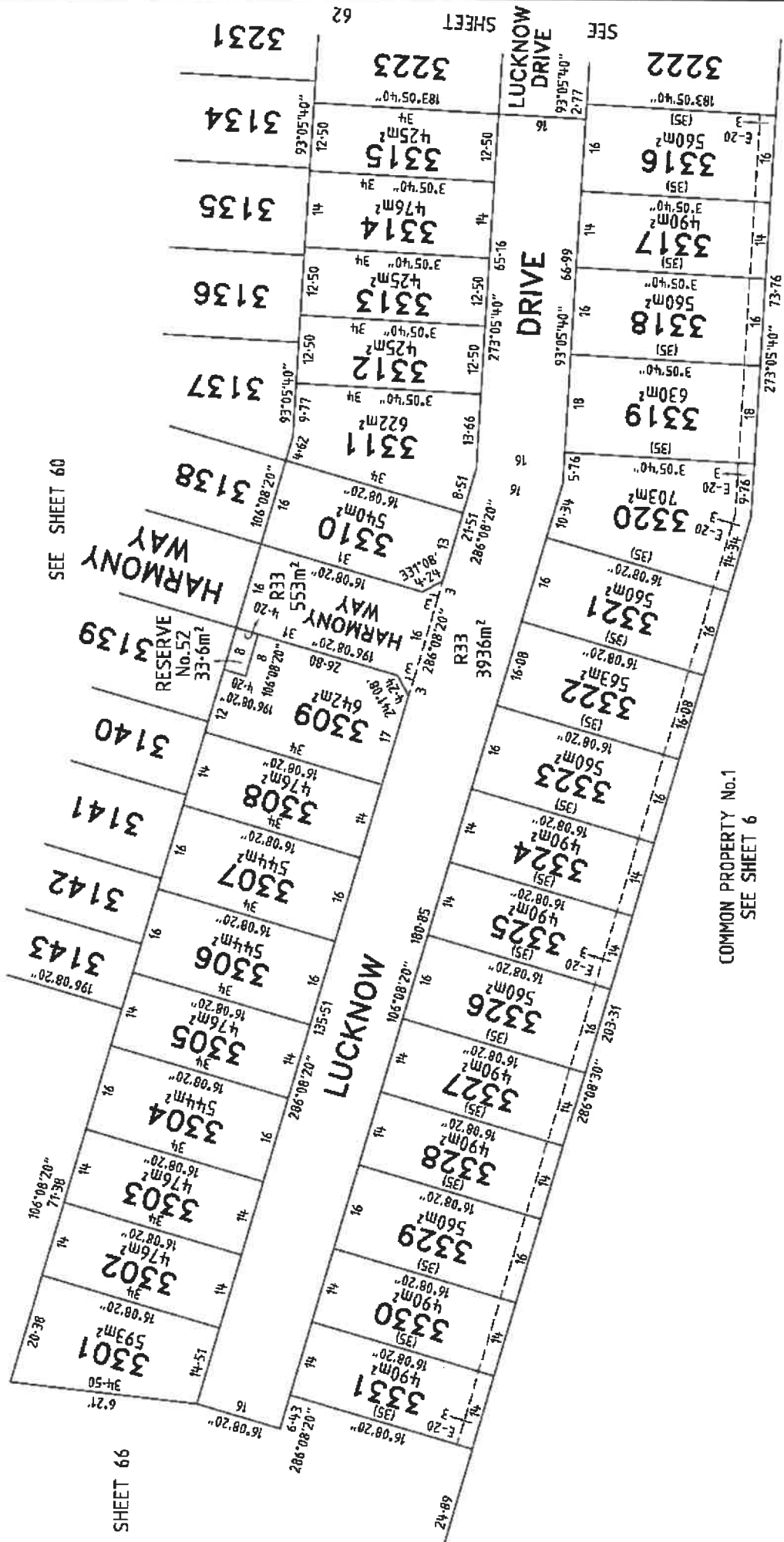
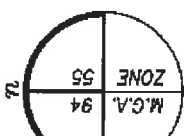
DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

ORIGINAL SHEET SIZE A3
SHEET 63

PS 617320S

PLAN OF SUBDIVISION



SEE SHEET 60

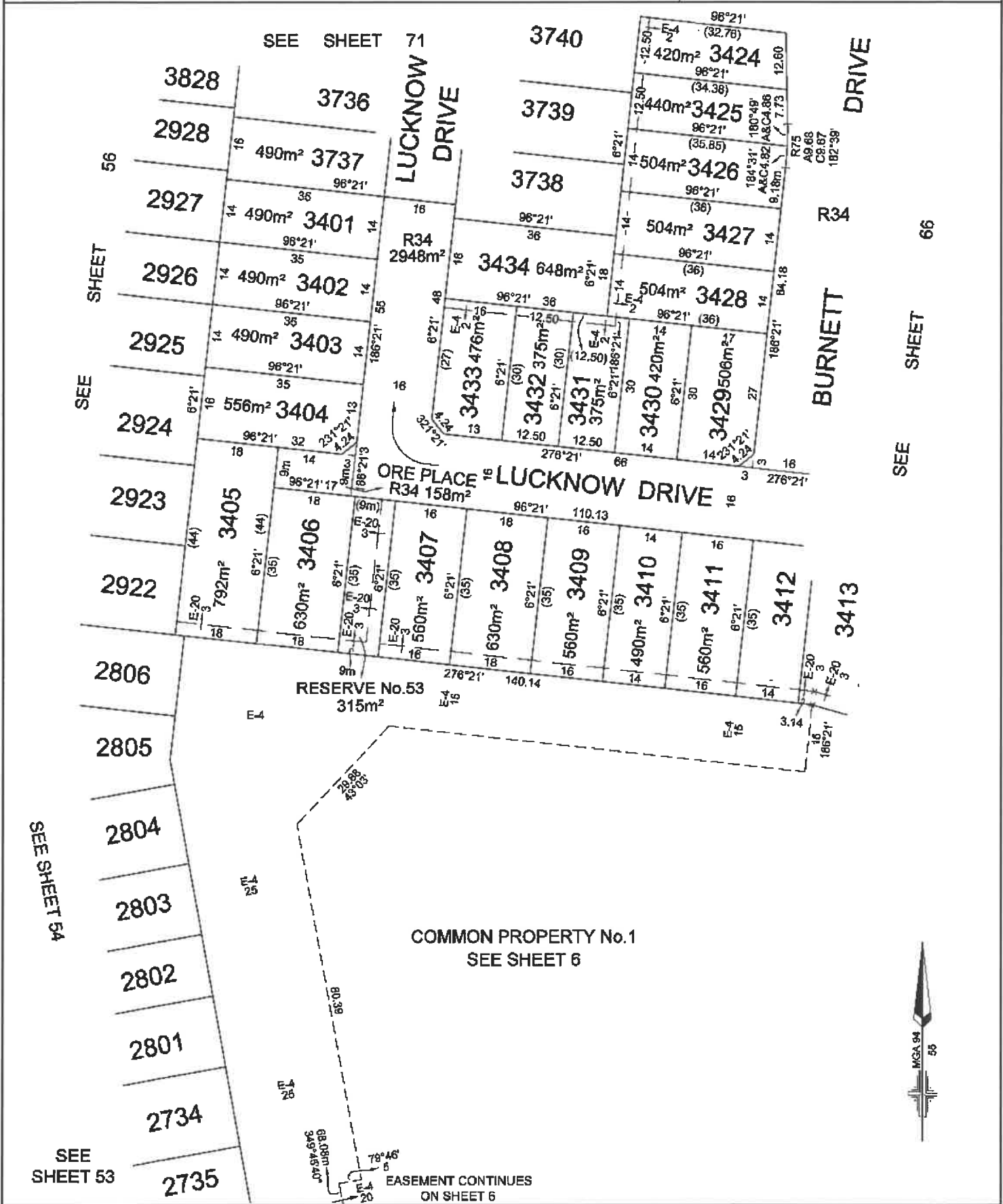
COMMON PROPERTY No.1
SEE SHEET 6

SHEET 69

<p>MANDALAY LICENSED SURVEYOR GREGORY STUART WILLIAMS</p>	<p>SCALE 1:750</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 64</p>
	<p>LENGTHS ARE IN METRES 7.5 0 15 30</p>	<p>DATE 15/05/18 VERSION A</p>
<p>Mason Pty Ltd 138 827 Melbourne, Vic 3206 75, South Melbourne, Vic 3206 10ad South Melbourne straine t 1400 Fax 03) 9699 5992</p>		

PLAN OF SUBDIVISION


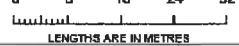
PS 617320S



SEE SHEET 56
SEE SHEET 54
SEE SHEET 53

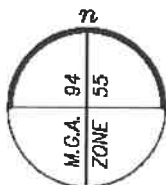
SEE SHEET 66



MANDALAY  Lycene Group Pty Ltd ABN 25 512 611 281	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	0 8 16 24 32  LENGTHS ARE IN METRES
	DATE: 08/11/17 DRAWING: CM0081AB	REFERENCE: AA0015 DRAWN BY: LS	ORIGINAL SHEET SIZE: A3 SHEET 85

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 71

SEE SHEET 78

SIREN STREET
SEE SHEET 59



MANDALAY

Bosco Jonson Pty Ltd
A.B.N 16 169 138 827
22 Bay Street, South Melbourne, Vic 3207

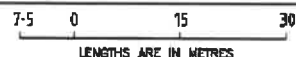


LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18
VERSION A

REFERENCE 24610343
DRAWING 2461035EA

SCALE 1:750

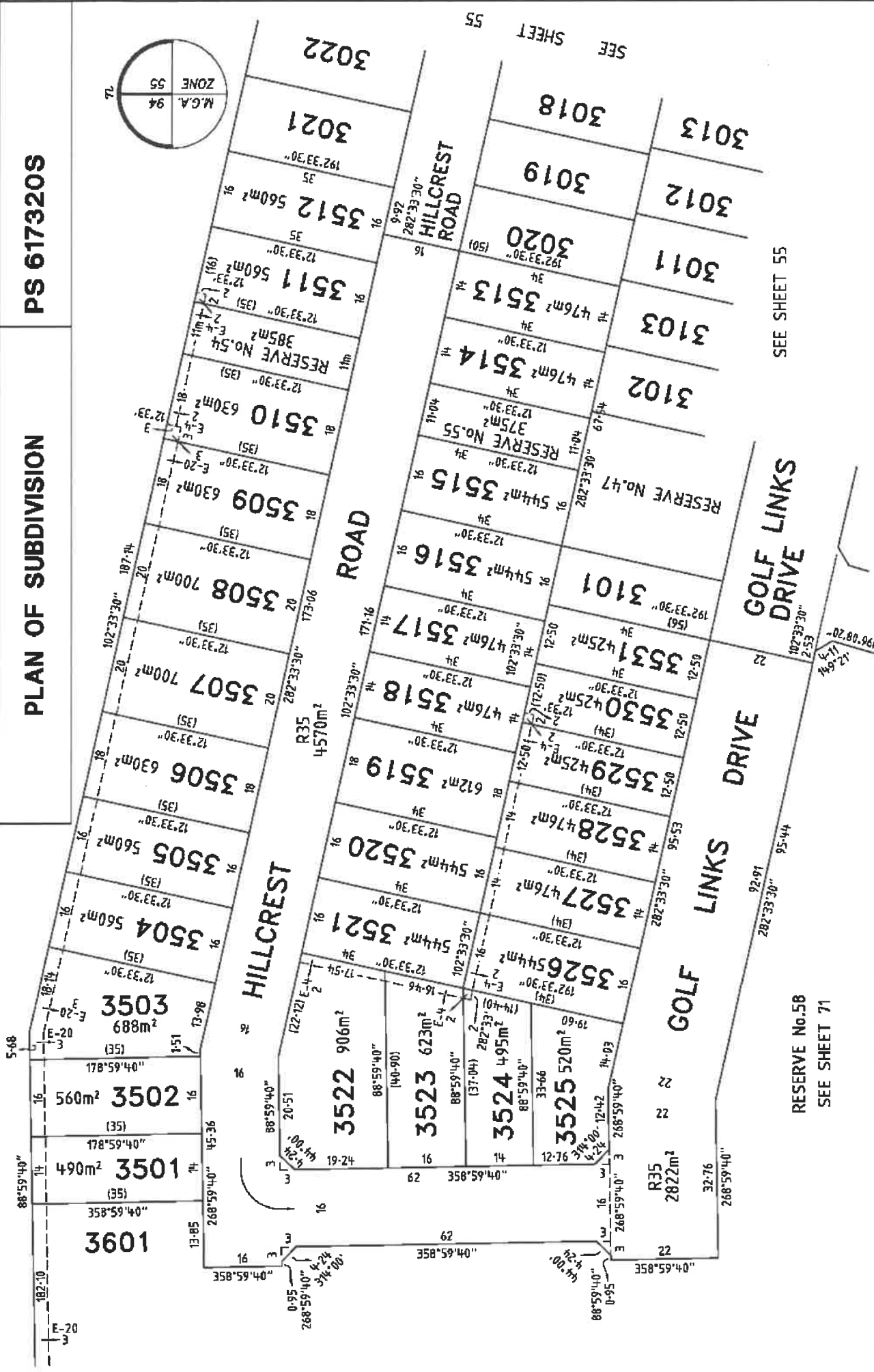
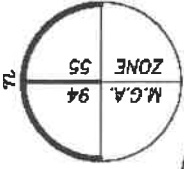


ORIGINAL SHEET SIZE A3

SHEET 66

PS 617320S

PLAN OF SUBDIVISION



SEE SHEET 55

RESERVE No.58

SEE SHEET 71

ORIGINAL SHEET SIZE A3
SHEET 67

SCALE
1:750

LENGTHS ARE IN METRES
7.5 0 15 30

MANDALAY

LICENCED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18

VERSION A

REFERENCE 24610353

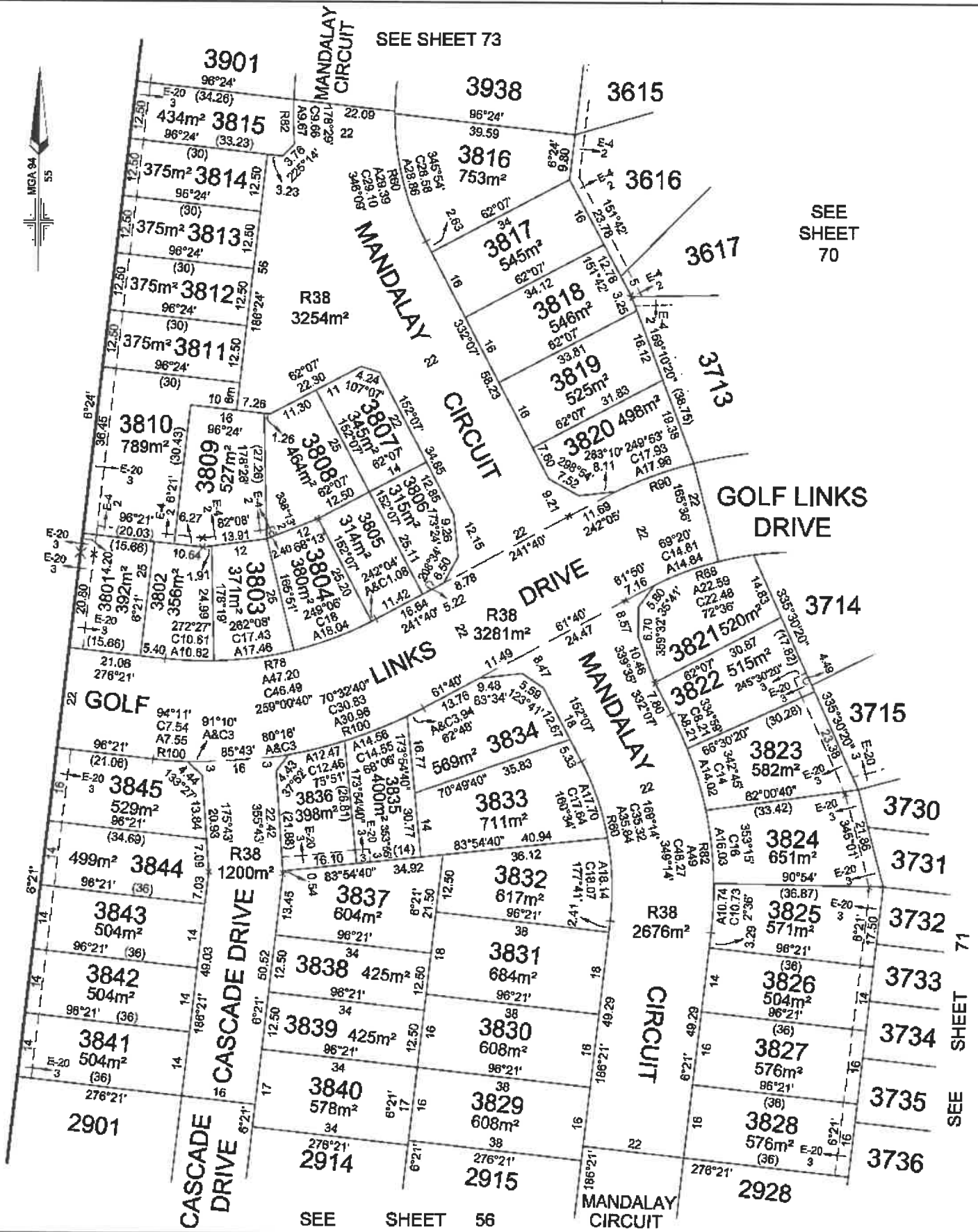
DRAWING 2461035EA



Mason Pty Ltd
138 827
75, South Melbourne, Vic 3205
Road, South Melbourne
Australia
T 1400 Fax 03) 9699 5992

PLAN OF SUBDIVISION

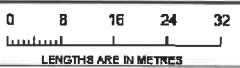
PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:800



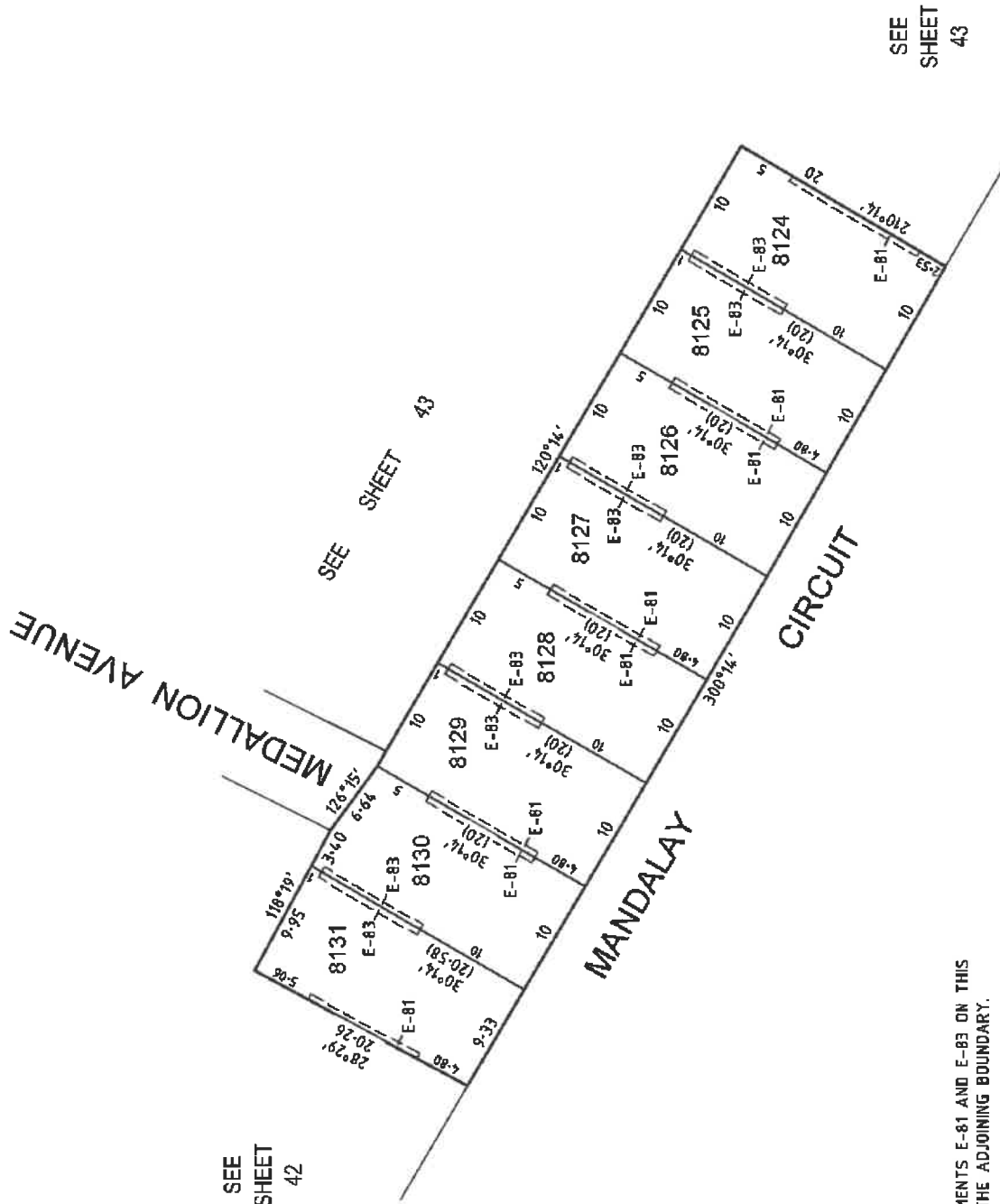
DATE: 23/08/18
DRAWING: CM0081AB

REFERENCE: AA0015
DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
SHEET 88

PLAN OF SUBDIVISION

PS 617320S




SEE SHEET 42

SEE SHEET 43

SEE SHEET 43

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

08028 CE01 VER ADWG BC/----

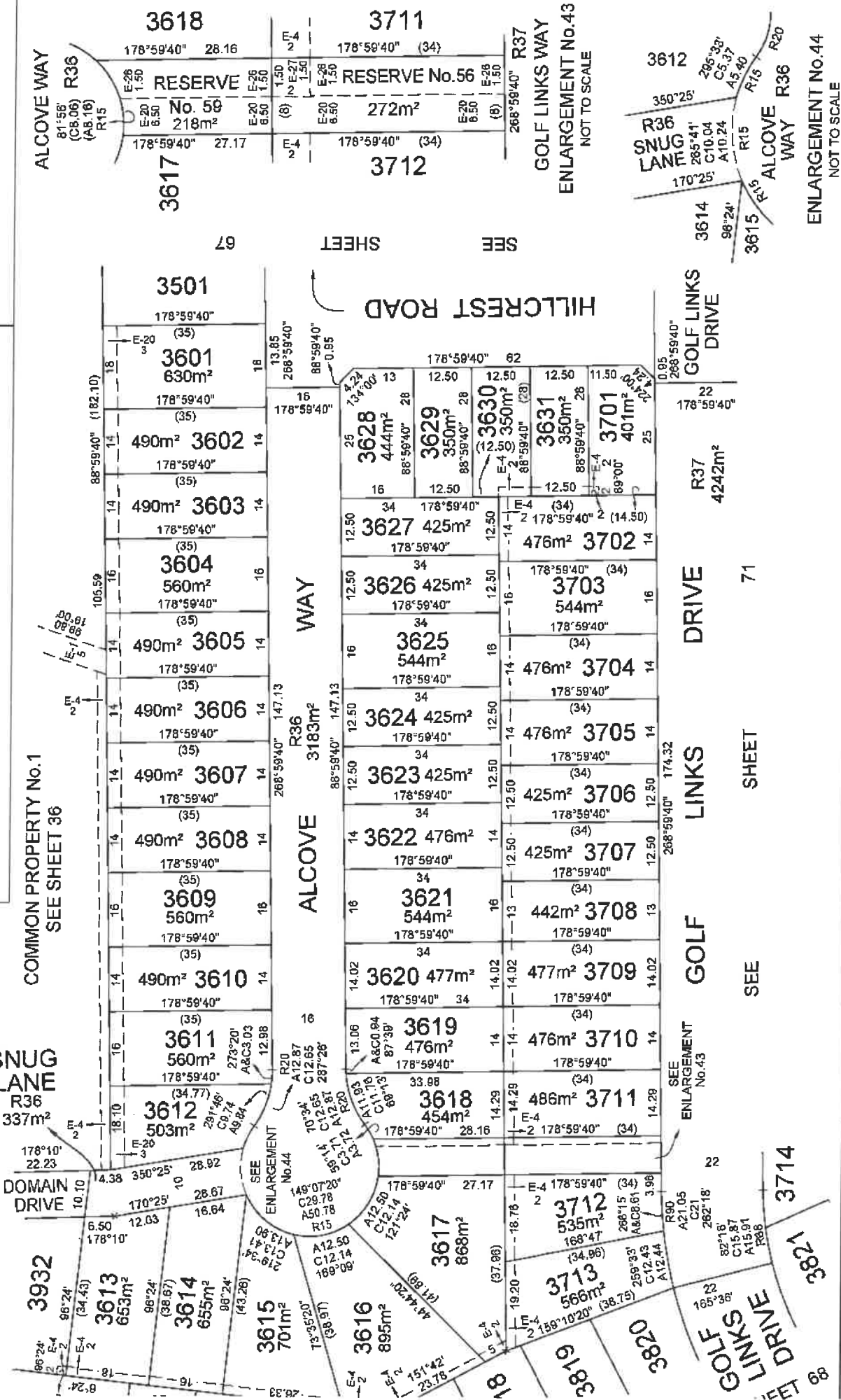
 <p>bourne Survey T 9869 0813 F 9869 0801</p>	<p>Digitally signed by: Brendan John Munari, Licensed Surveyor, Surveyor's Plan Version (A), 01/10/2015, SPEAR Ref: S074808A</p>	<p>Digitally signed by: Mitchell Shire Council, 15/10/2015, SPEAR Ref: S074808A</p>
	<p>SCALE 1:400</p> <p>LENGTHS ARE IN METRES</p> <p>4 0 4 8 12 16</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 69</p>

PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 73

COMMON PROPERTY No.1
SEE SHEET 36



79 SHEET SEE

ENLARGEMENT No.44
NOT TO SCALE

ENLARGEMENT No.43
NOT TO SCALE

ENLARGEMENT No.42
NOT TO SCALE

ENLARGEMENT No.41
NOT TO SCALE

ENLARGEMENT No.40
NOT TO SCALE

ORIGINAL SHEET
SIZE: A3

SCALE
1:800

LENGTHS IN METRES

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 07/11/22

DRAWING: CM0064AA

REFERENCE: AA0015

DRAWN BY: BA

SHEET 70

SNA Group Pty Ltd
 ABN 19 624 421 150
 Tel: +61 3 9536 6899
 PO Box 1066, South Melbourne 3206
 Suite 3, 102 Docklands Street
 Southbank VIC 3006 Australia
 Group.com

PS 617320S

PLAN OF SUBDIVISION

70

SHEET

SEE

GOLF

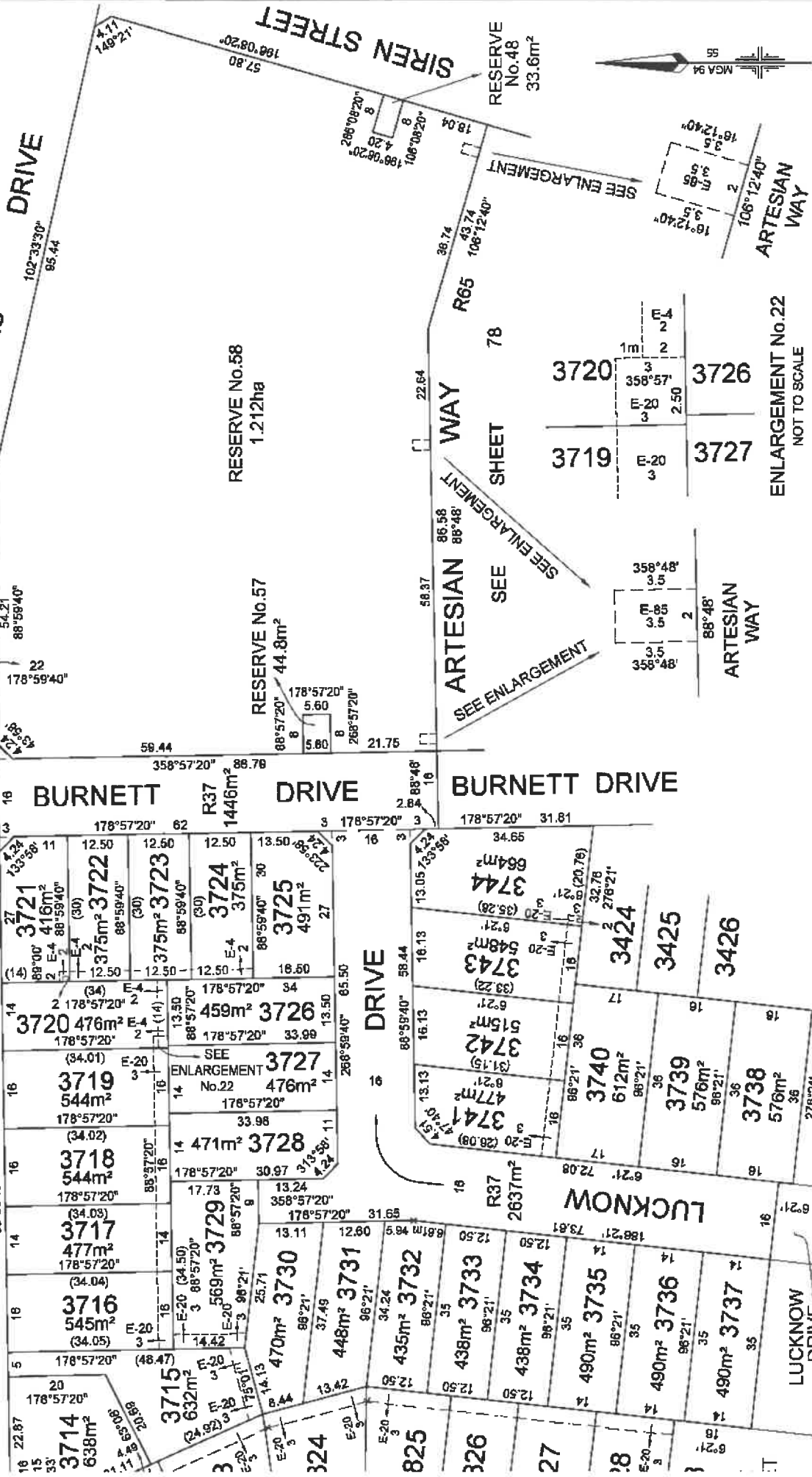
LINKS

DRIVE

GOLF

LINKS

SEE SHEET 67



SCALE 1:800

ORIGINAL SHEET SIZE: A3

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 05/02/21

DRAWING: CM0065AA

REFERENCE: AA0015

DRAWN BY: LS

SHEET 71



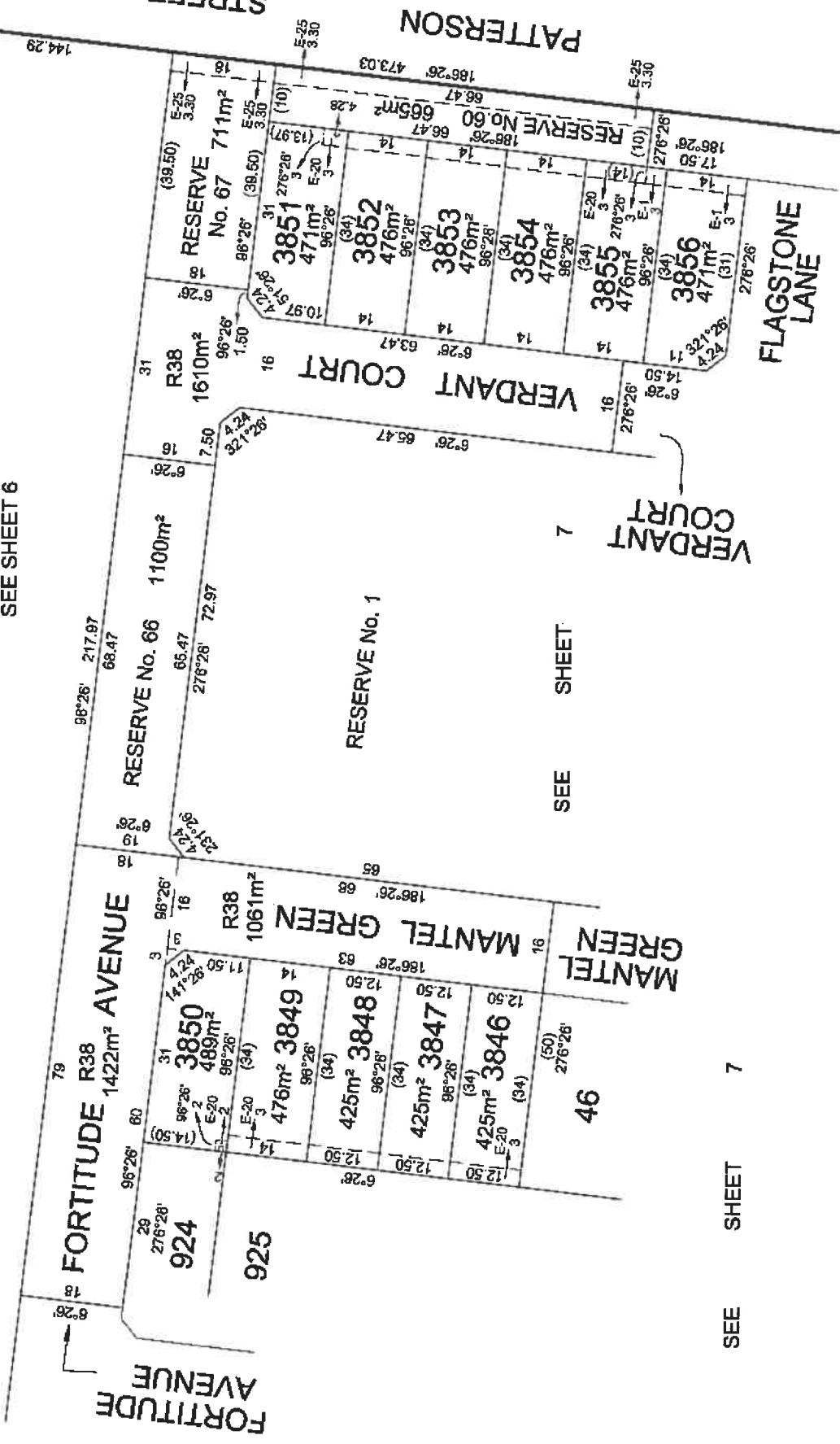
Lysons Group Pty Ltd
ABN 76 618 811 171
Tel: +61 3 9516 6509
PO Box 1099, South Melbourne, 3206
Suite 5, 102 Doodle Street
Southbank VIC 3008 Australia

PLAN OF SUBDIVISION

PS 617320S

SEE SHEET 6

S34
SEE SHEET 6



SEE SHEET 7

SEE SHEET 7

Lyons Group Pty Ltd
 ABN 59 616 651 151
 Tel: +61 3 8516 6880
 PO Box 1046, South Melbourne, 3205
 Suite 3, 102 Doddis Street
 Southbank, VIC 3006, Australia
 www.lyons.com

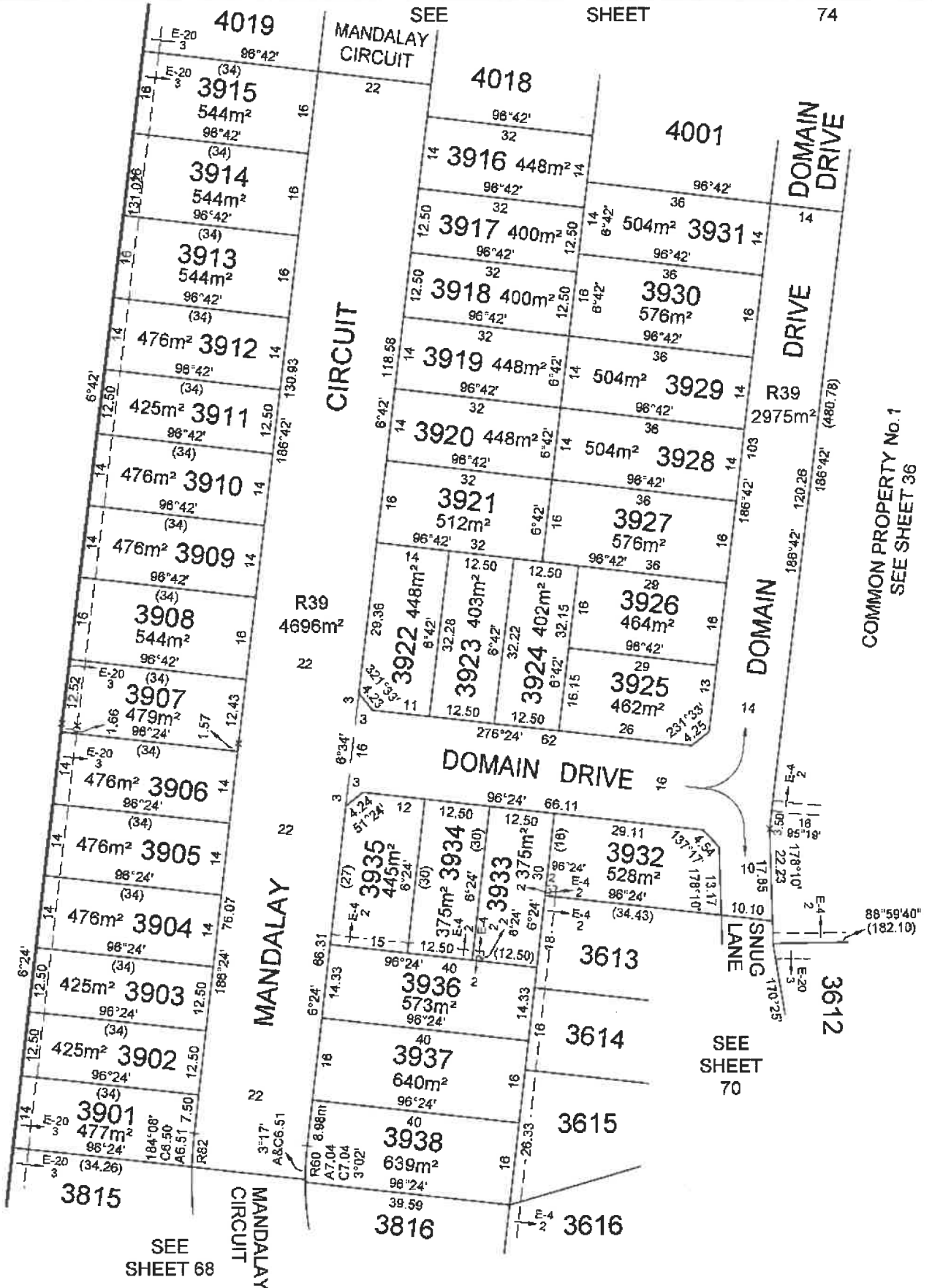
MANDALAY - 38
 LICENSED SURVEYOR: ANDREW J. REAY
 DATE: 23/08/18
 DRAWING: CM0051AB
 REFERENCE: AA0015
 DRAWN BY: LS

SCALE
 1:750
 0 7.5 15 22.5 30
 METRES


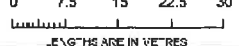
ORIGINAL SHEET
 SIZE: A3
 SHEET 72

PLAN OF SUBDIVISION

PS 617320S

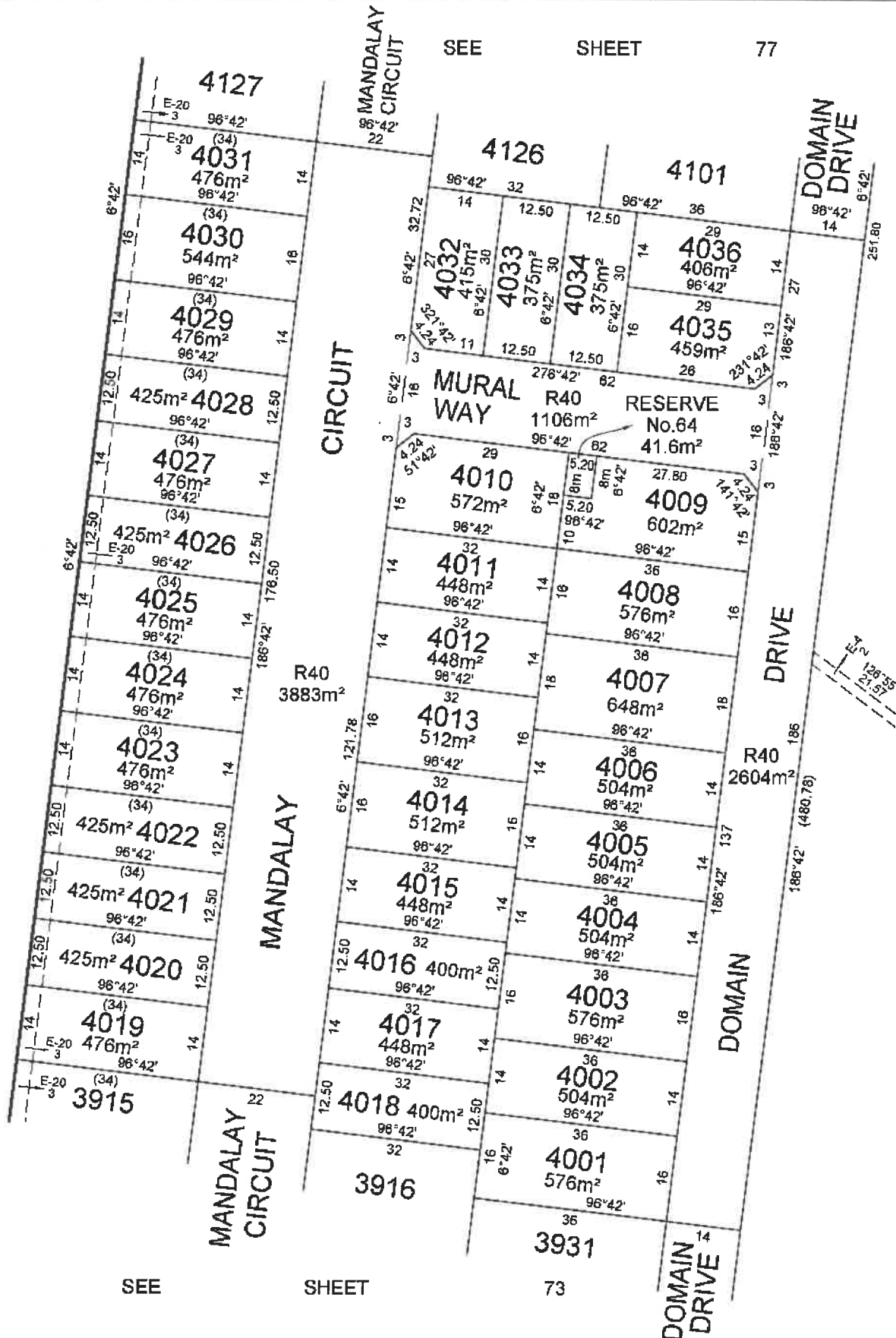


COMMON PROPERTY No. 1
SEE SHEET 36

MANDALAY  Lyzama Group Pty Ltd ABN 16 618 011 191	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30  METERS ARE IN METERS
	DATE: 07/11/22 DRAWING: CM0064AA	REFERENCE: AA0015 DRAWN BY: RA	ORIGINAL SHEET SIZE: A3 SHEET 73

PLAN OF SUBDIVISION

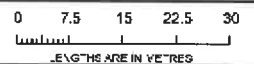
PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

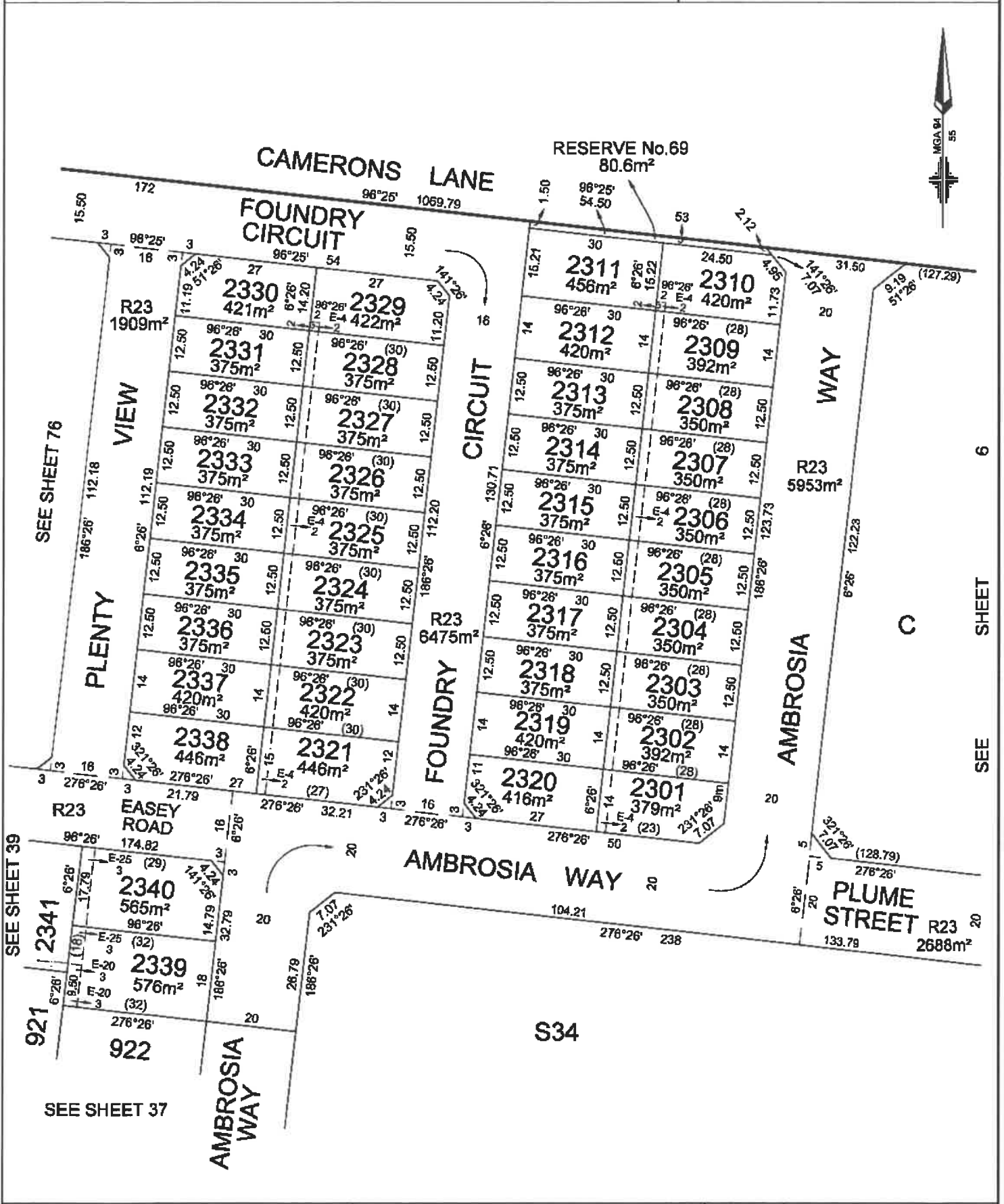
SCALE
1:750



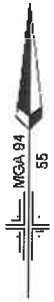
DATE: 07/11/22
DRAWING: CM0064AA

REFERENCE: AA0015
DRAWN BY: RA

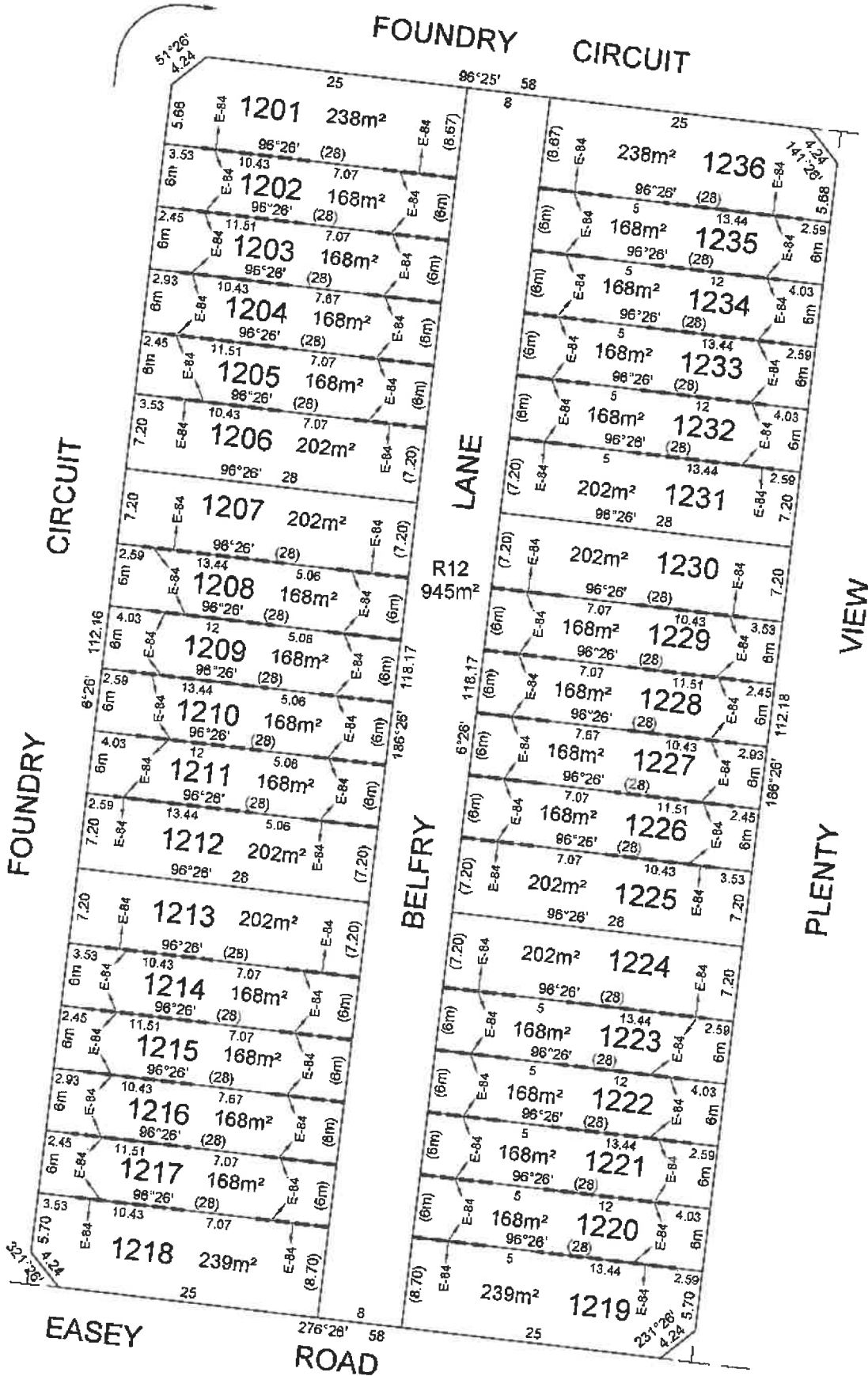
ORIGINAL SHEET SIZE: A3
SHEET 74



MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:800	<p>LENGTHS ARE IN METRES</p>
<p>Lynnox Group Pty Ltd ABN 50 016 211 101 Tel: +61 8 9386 6888</p>	DATE: 19/08/22 DRAWING: CM0094AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 75



SEE SHEET 39

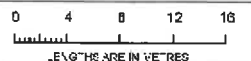


SEE SHEET 75

MANDALAY - 12

LICENSED SURVEYOR: ANDREW J. REAY

SCALE: 1:400



DATE: 17/06/19
DRAWING: CM0012AA

REFERENCE: AA0015
DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
SHEET 76

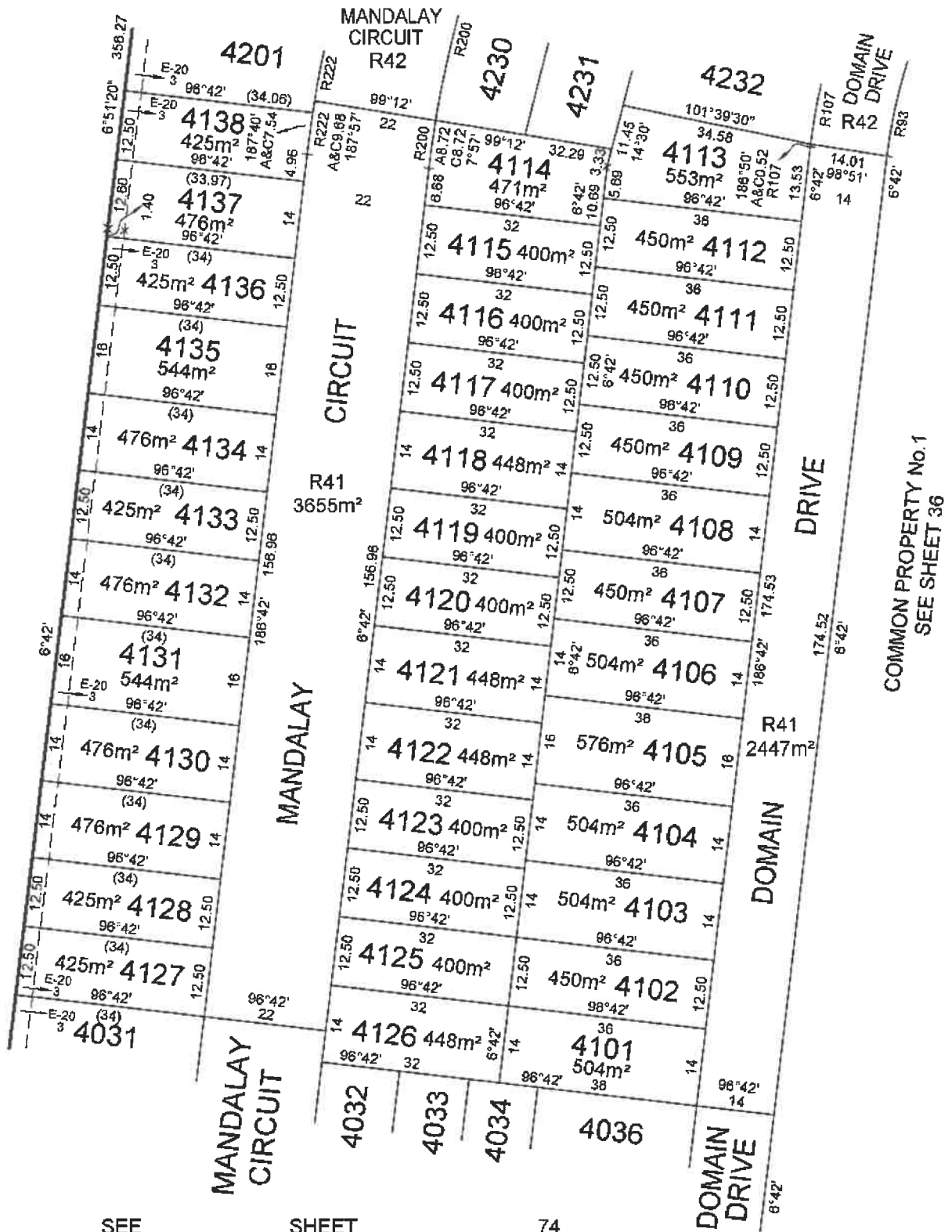
PLAN OF SUBDIVISION

PS 617320S

SEE

SHEET

79



SEE

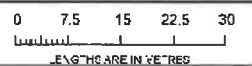
SHEET

74

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



Lynosa Group Pty Ltd
ABN 28 616 611 251

DATE: 03/11/21
DRAWING: CM0042AA

REFERENCE: AA0015
DRAWN BY: IS

ORIGINAL SHEET SIZE: A3
SHEET 77

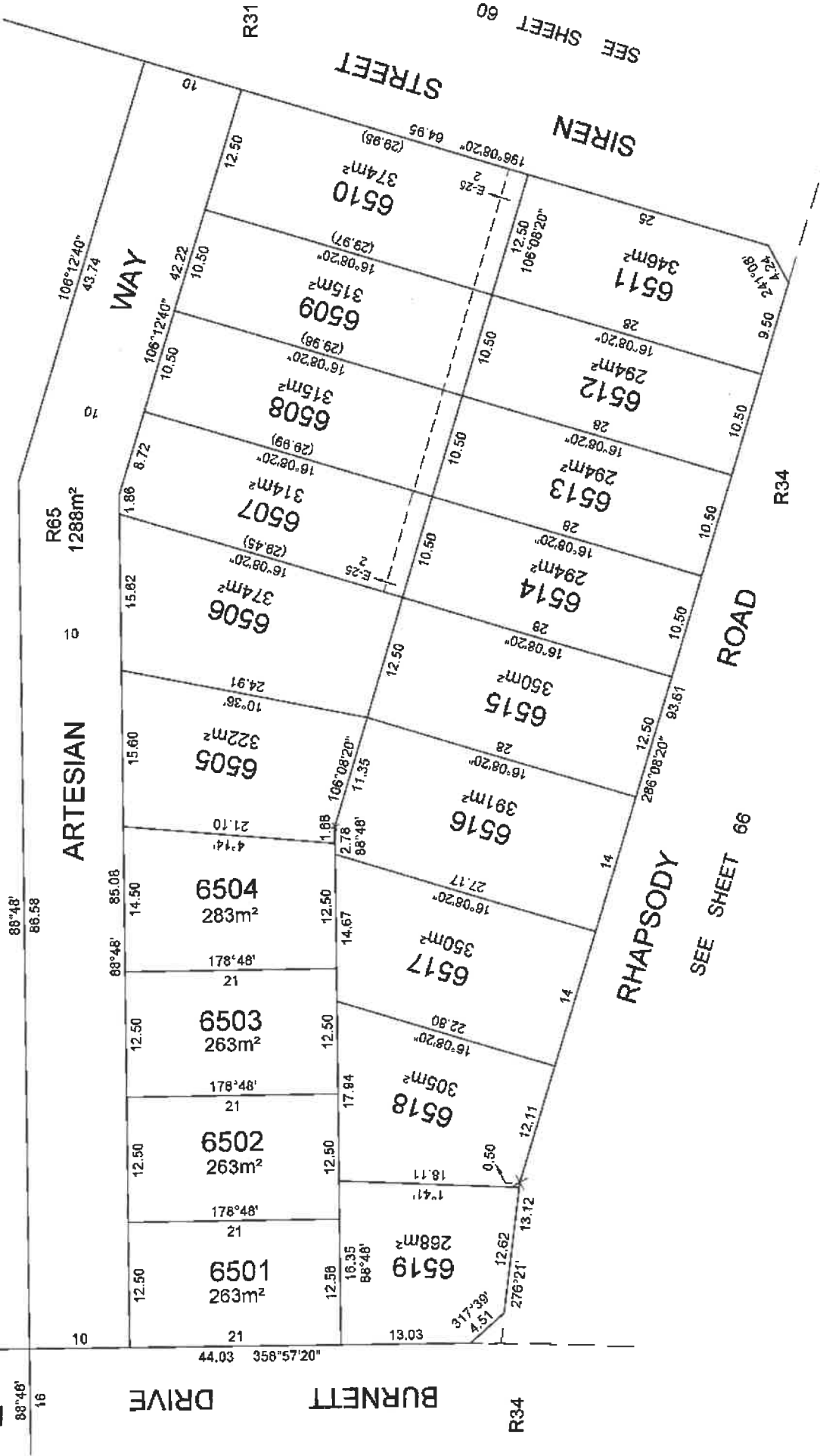
COMMON PROPERTY No.1
SEE SHEET 36

R37
BURNETT
DRIVE

PLAN OF SUBDIVISION

PS 617320S

RESERVE No.58
SEE SHEET 71




88°48'
16

44.03 358°57'20"

BURNETT
DRIVE

BURNETT
DRIVE

R34


SNA
Group Pty Ltd
Advancing the way
Tel: +61 3 9516 6899
PO Box 1028, South Melbourne 3205
Suite 5, 102 Droids Street
Southbank VIC 3206 Australia
sna.com

MANDALAY
LICENSED SURVEYOR: ANDREW J. REAY
DATE: 05/02/21
DRAWING: CM0065AA
REFERENCE: AA0015
DRAWN BY: LS

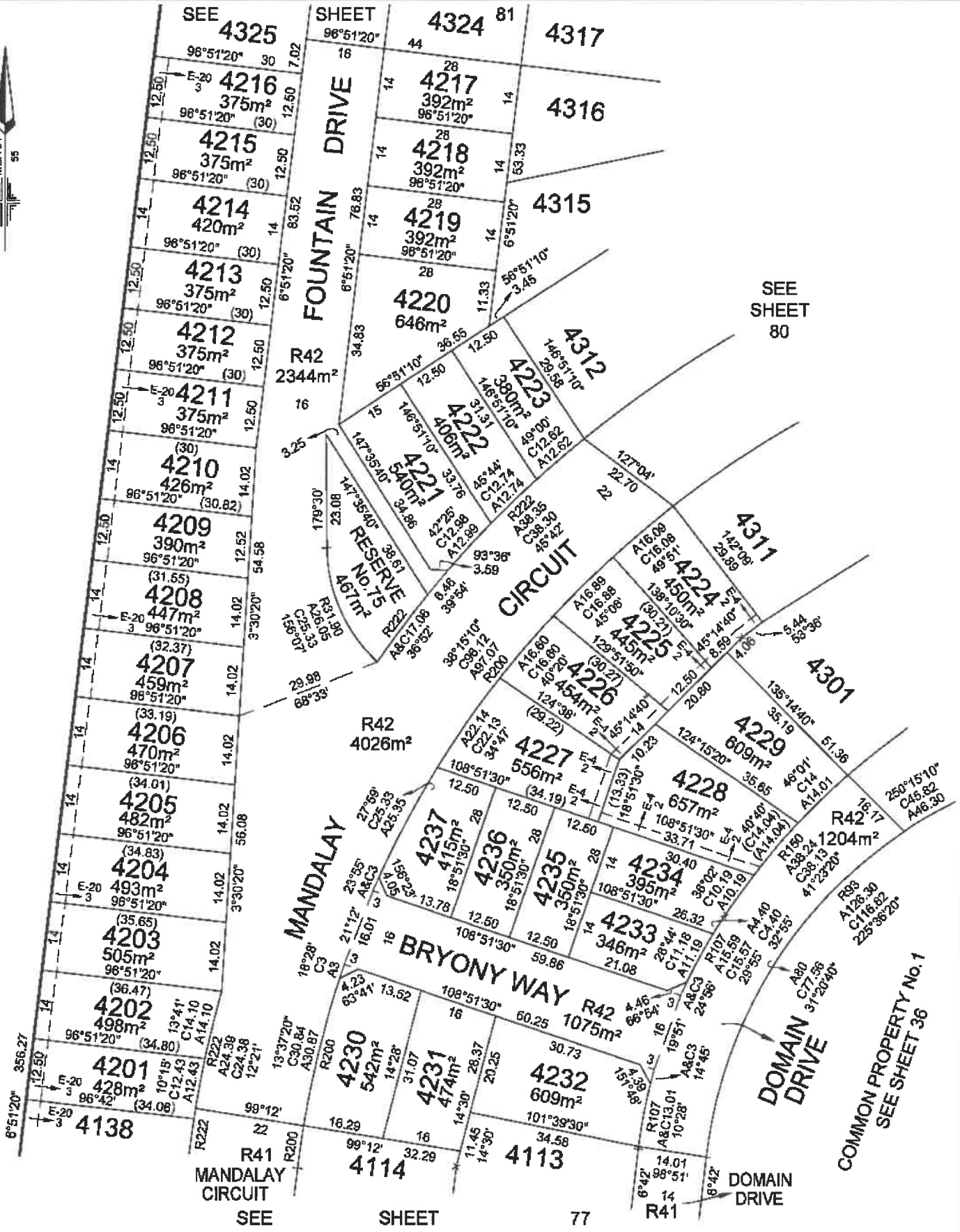
SCALE =
1:400
METRES
0 4 8 12 16

ORIGINAL SHEET
SIZE: A3

SHEET 78

PLAN OF SUBDIVISION

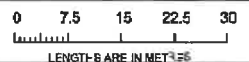
PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



DATE: 27/05/22
DRAWING: CM0043AA

REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 79

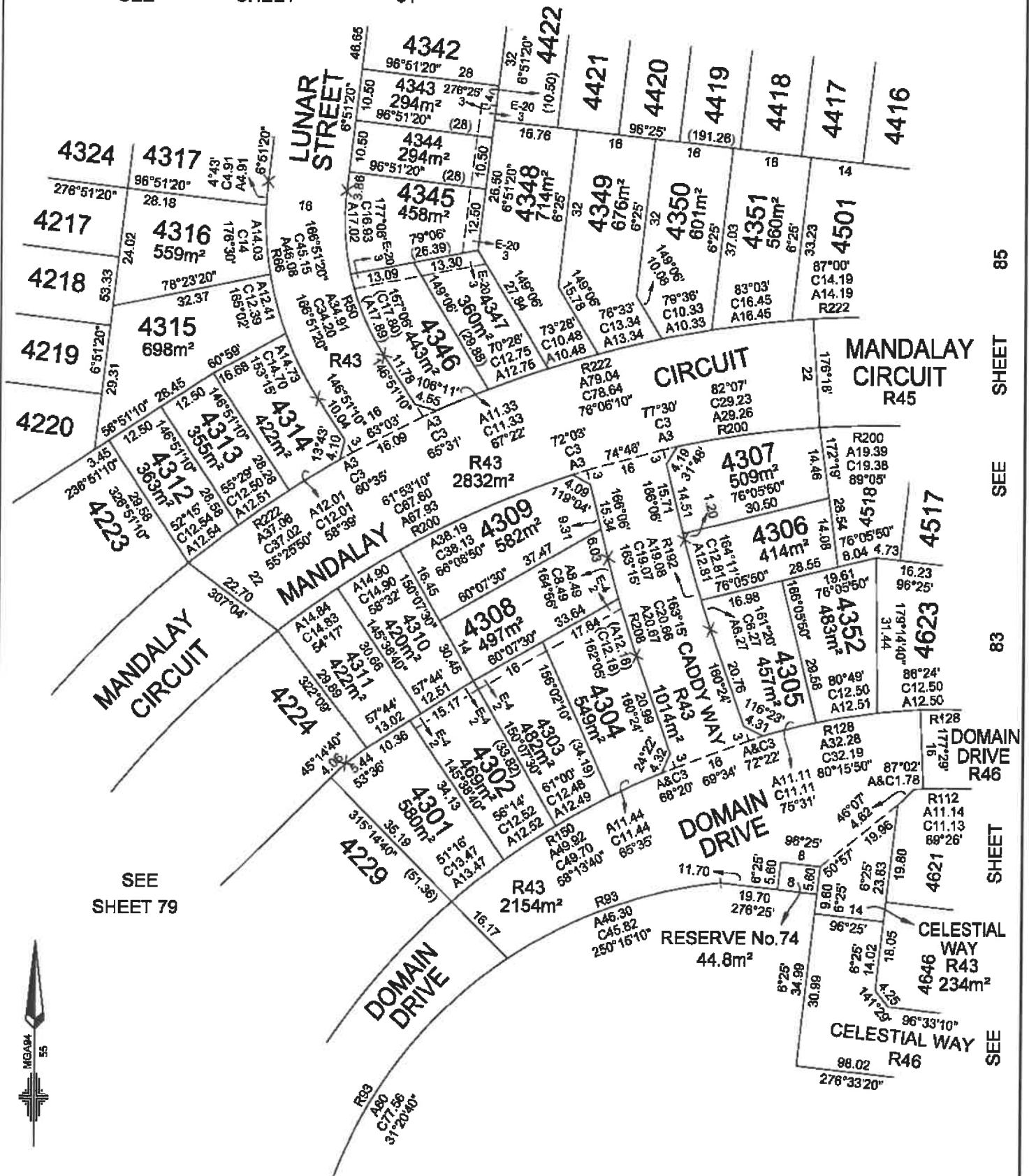
Lycosa Group Pty Ltd
ABN 18 626 611 181

PLAN OF SUBDIVISION

PS 617320S

SEE SHEET 81

SEE SHEET 82



SEE SHEET 85

SEE SHEET 83

SEE SHEET 83

SEE SHEET 83

SEE SHEET 83

SEE SHEET 83

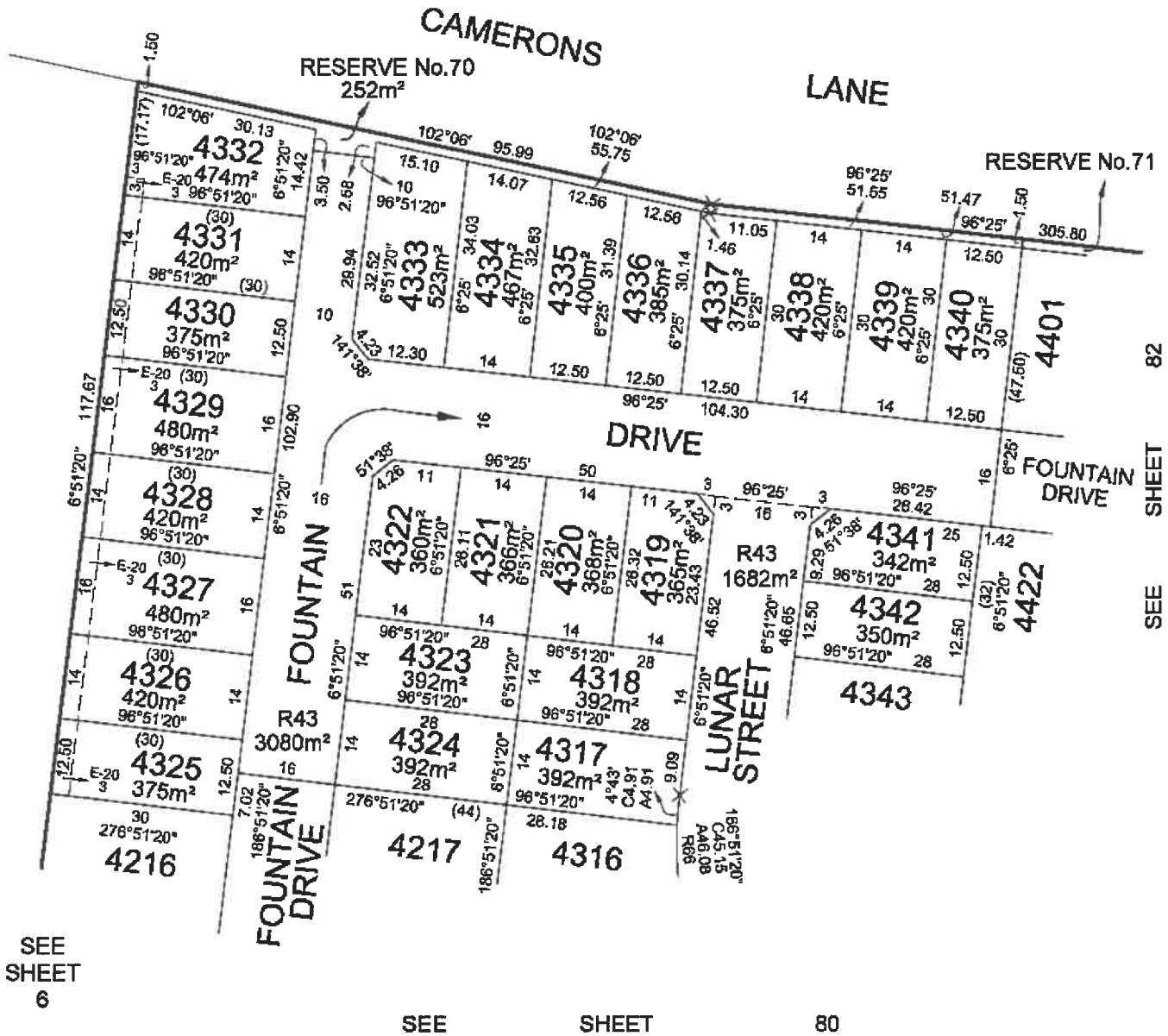
SEE SHEET 83

SEE SHEET 83

SEE SHEET 83



MANDALAY Lynne Group Pty Ltd ABN 28 016 011 102	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
	DATE: 19/08/22 DRAWING: CM0045AA	REFERENCE: AA0016 DRAWN BY: RA	ORIGINAL SHEET SIZE: A3 SHEET 80



SEE SHEET 6

SEE SHEET

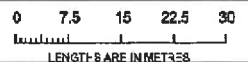
80

SEE SHEET 82

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



Lysone Group Pty Ltd
ABN 18 61 801 103

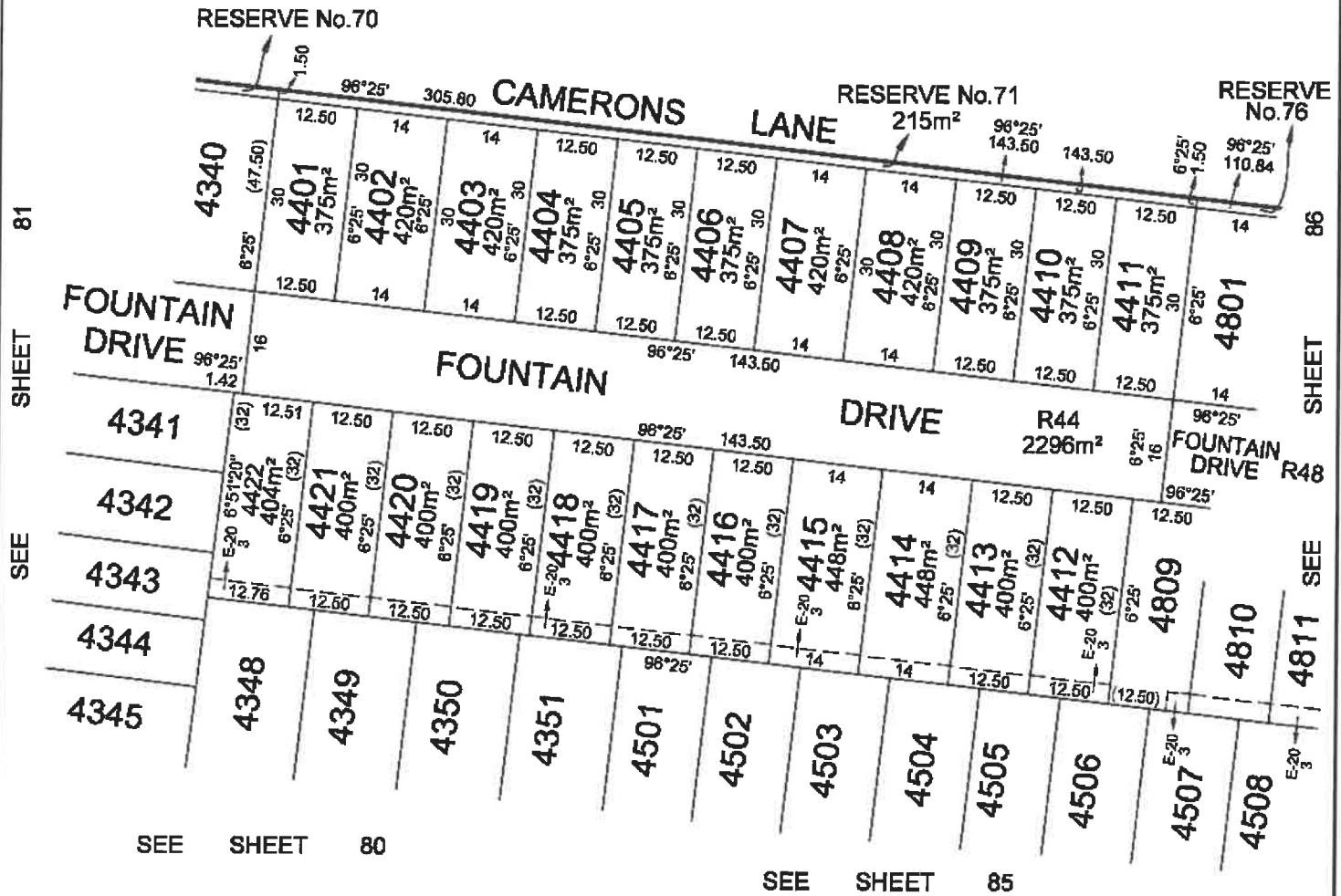
DATE: 27/05/22
DRAWING: CM044AA

REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET R1

PLAN OF SUBDIVISION

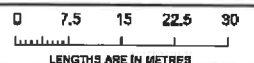
PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



Lysons Group Pty Ltd
ABN 18 636 811 191

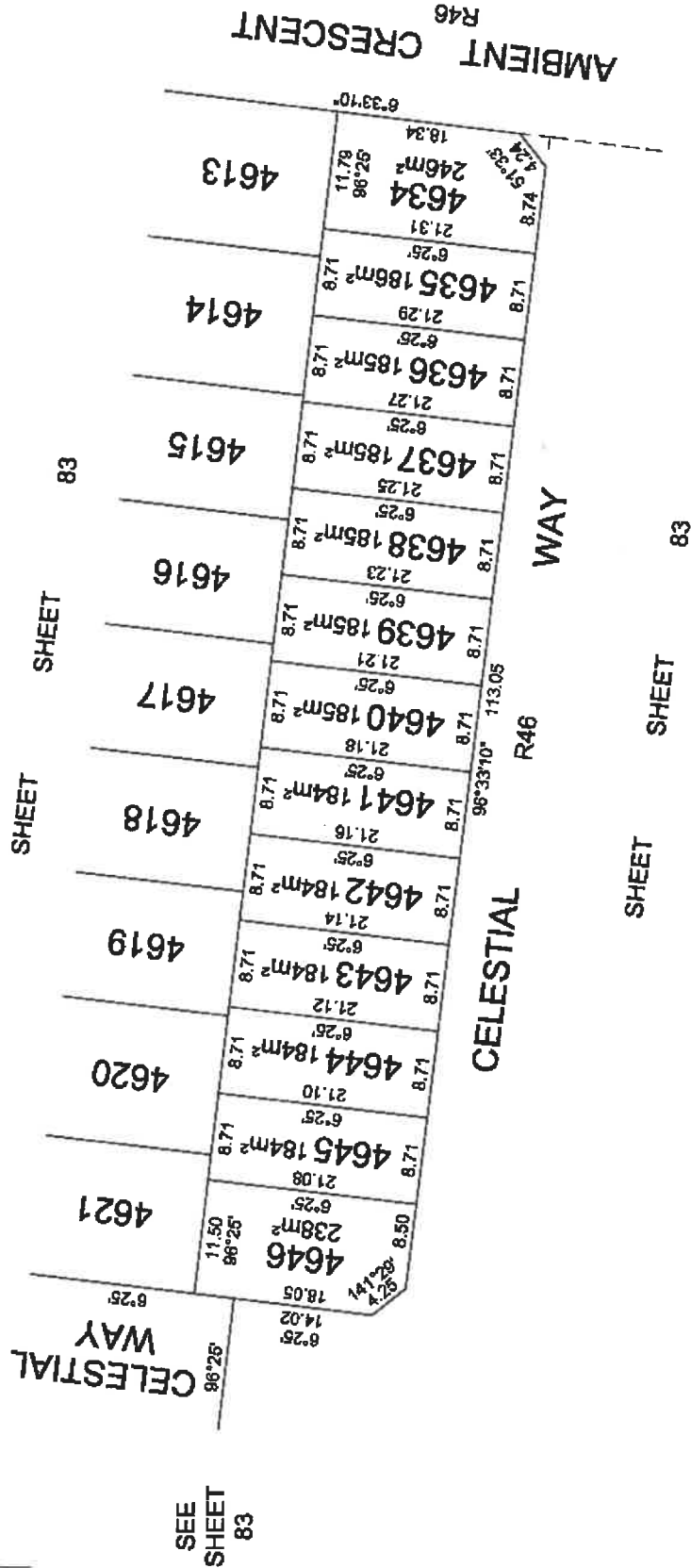
DATE: 19/08/22
DRAWING: CM0048AA

REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 82

PS 617320S

PLAN OF SUBDIVISION



SEE SHEET 83

SHEET 84

ORIGINAL SHEET SIZE: A3

SCALE 1:500
LENGTHS ARE IN METRES

MANDALAY LICENSED SURVEYOR: ANDREW J. REAY

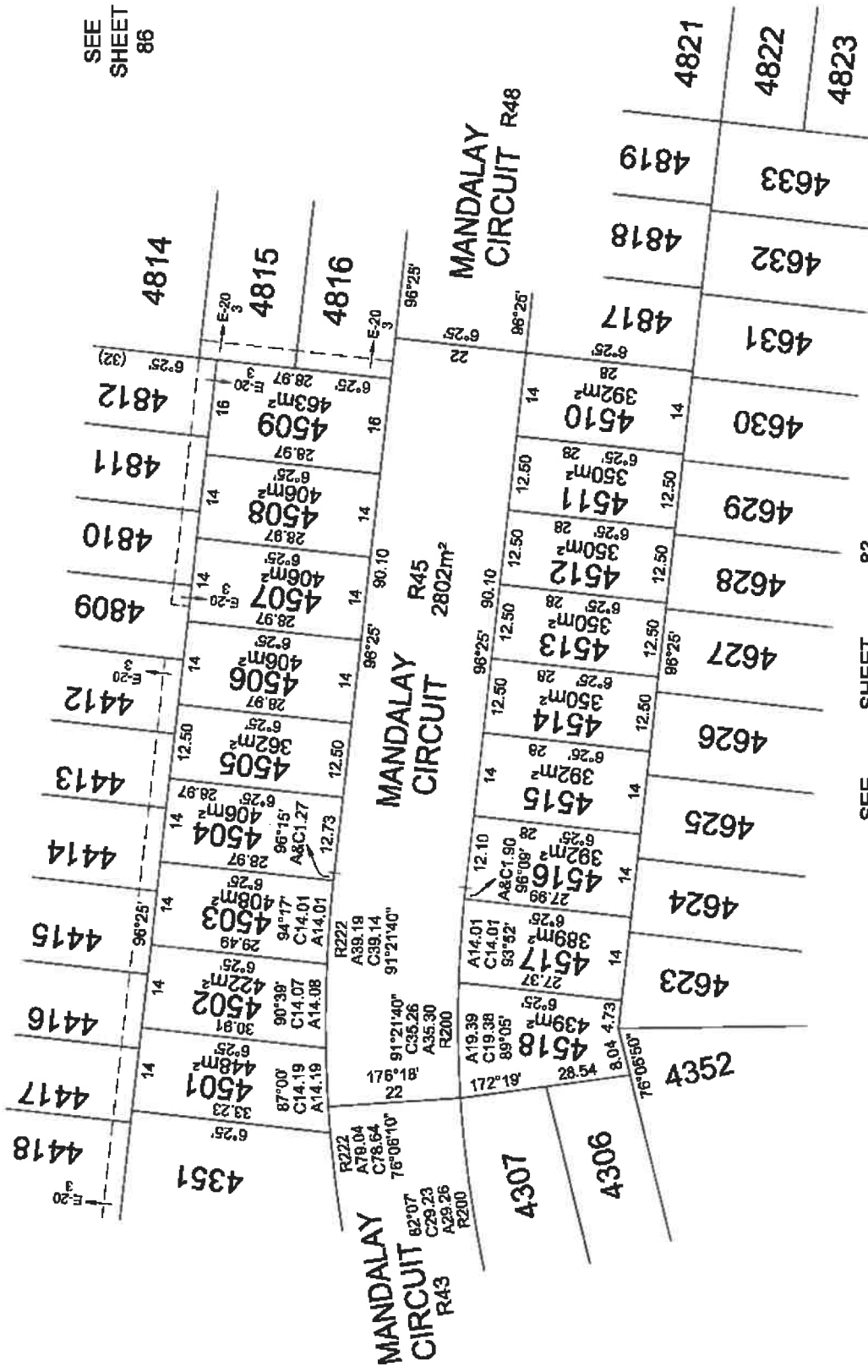
DATE: 19/08/22
DRAWING: CM0046AA

REFERENCE: AA0015
DRAWN BY: BA

Group Pty Ltd
 181 Sturt St
 Tel: +61 3 9516 6999
 PO Box 1088, South Melbourne 3205
 Suite 3, 102 Danks Street
 Southport VIC 3205 Australia
 Group.com

PLAN OF SUBDIVISION

SEE SHEET 82

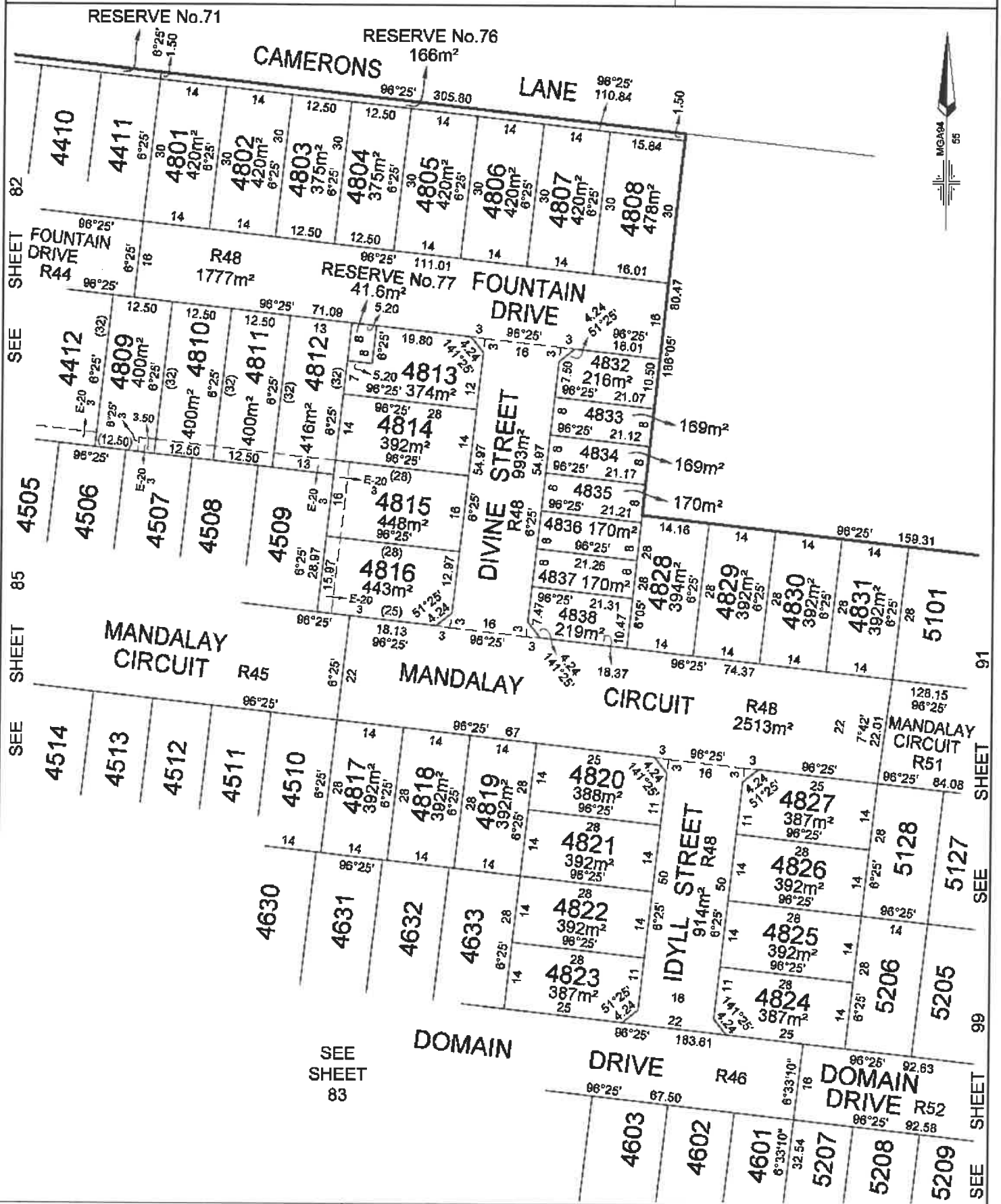


SEE SHEET 86

SEE SHEET 83

PLAN OF SUBDIVISION

PS 617320S



MANDALAY Lyssna Group Pty Ltd ARN 18 616 611 191 Tel: +61 3 9516 6899	LICENSED SURVEYOR: ANDREW J. REAY		SCALE 1:750	0 7.5 15 22.5 30 LENGTHS ARE IN METRES
	DATE: 01/10/24 DRAWING: CM0052AA	REFERENCE: AA0015 DRAWN BY: BA	ORIGINAL SHEET SIZE: A3 SHEET 86	

PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 89 (4 PARTS)

MANDALAY CIRCUIT

MANDALAY CIRCUIT

CIRCUIT

SPIRE CRESCENT

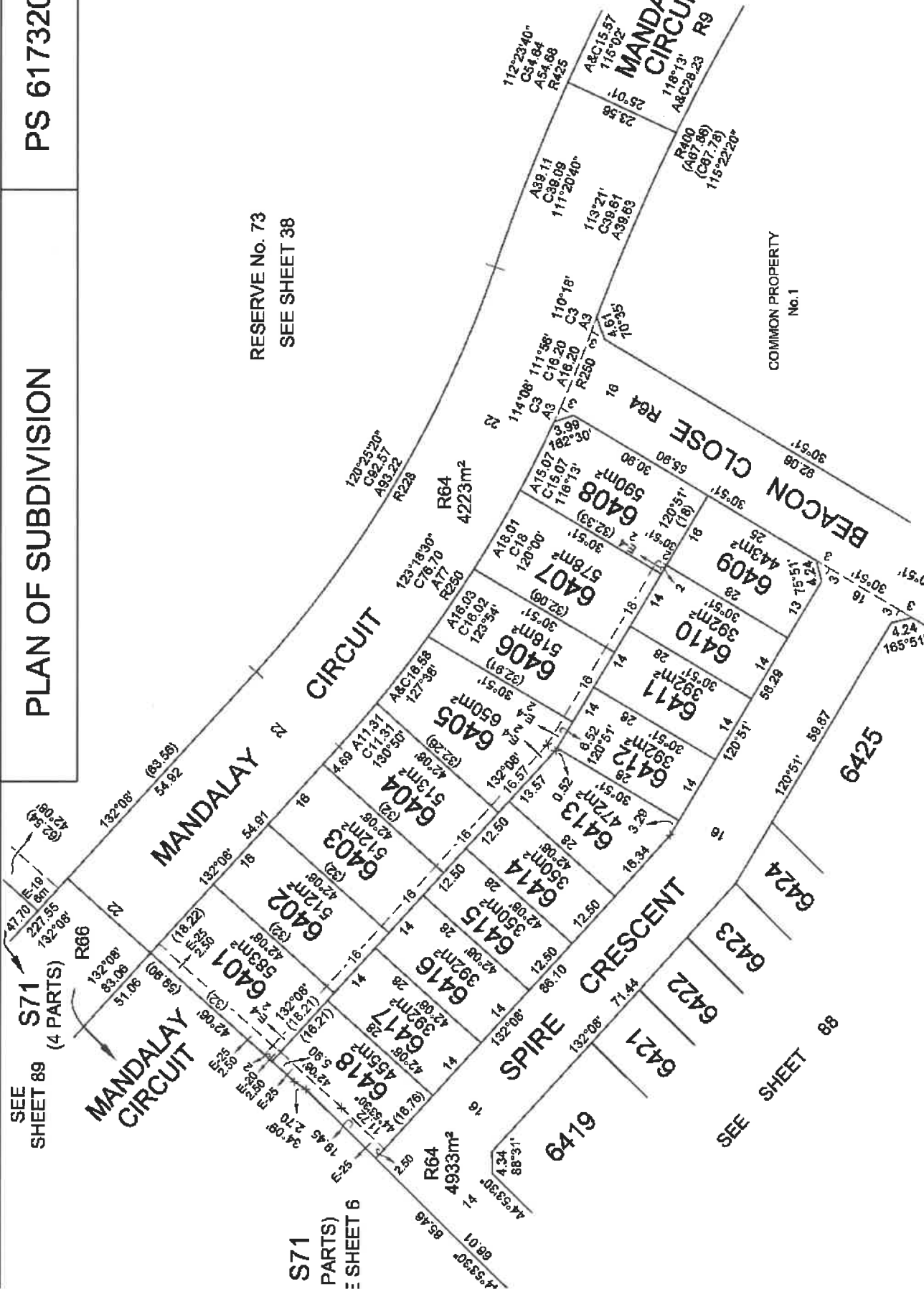
BEACON CLOSE

MANDALAY CIRCUIT

RESERVE No. 73
SEE SHEET 38

COMMON PROPERTY
No.1

SEE SHEET 38



SHEET 87

ORIGINAL SHEET
SIZE: A3

SCALE
1:750

SCALE
1:750

MANDALAY
LICENSED SURVEYOR: ANDREW J. REAY

DATE: 01/10/24
DRAWING: CM0062AA

REFERENCE: AA0015
DRAWN BY: BA

Lyssna Group Pty Ltd
ABN:16616 611 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Level 4, 4 Ross Place,
South Melbourne 3205 Australia



SHEET 87

ORIGINAL SHEET
SIZE: A3

SCALE
1:750

SCALE
1:750

MANDALAY
LICENSED SURVEYOR: ANDREW J. REAY

DATE: 01/10/24
DRAWING: CM0062AA

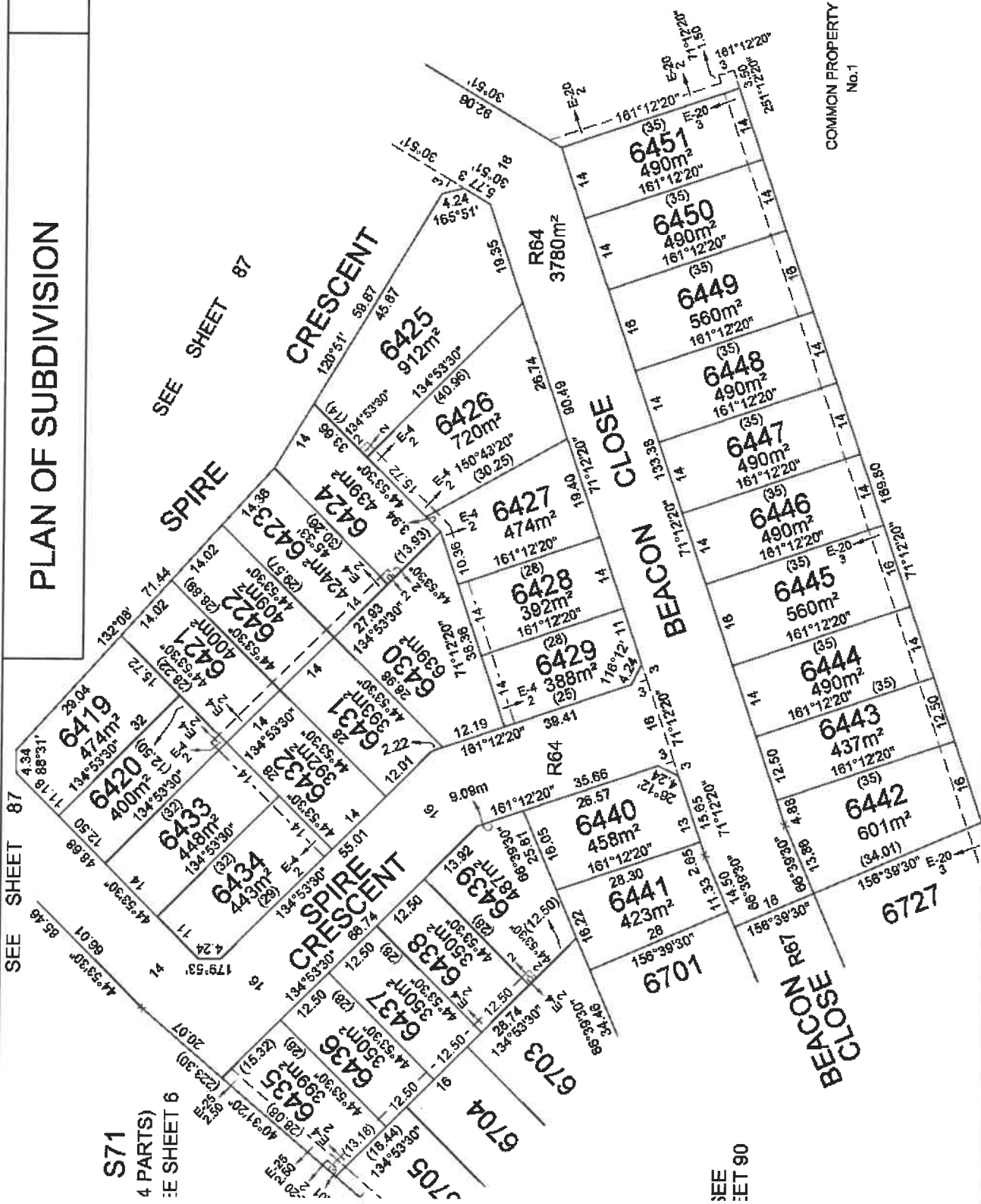
REFERENCE: AA0015
DRAWN BY: BA

Lyssna Group Pty Ltd
ABN:16616 611 191
Tel: +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Level 4, 4 Ross Place,
South Melbourne 3205 Australia



PS 617320S

PLAN OF SUBDIVISION




COMMON PROPERTY
No.1

SEE SHEET 87

SEE SHEET 87

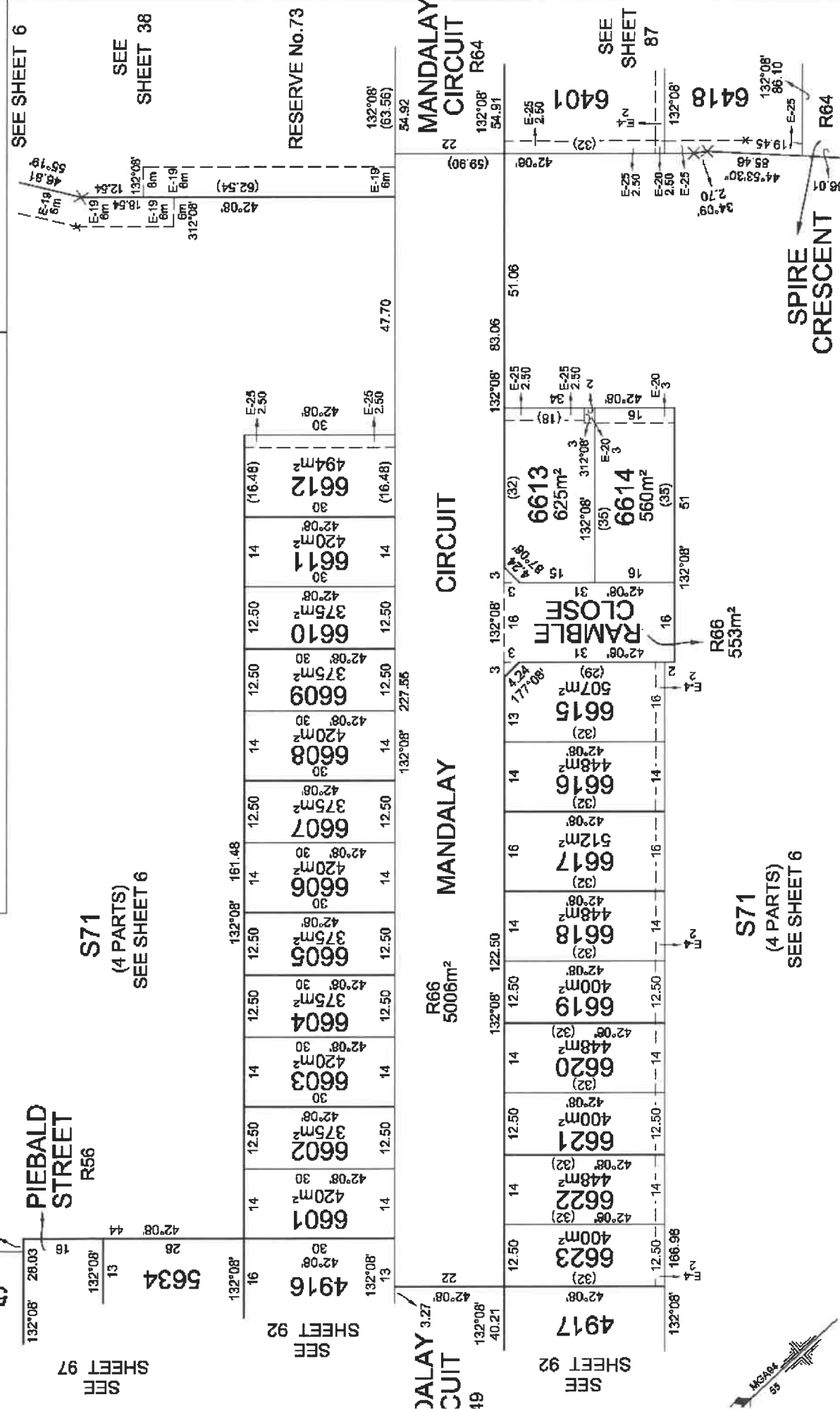
S71
4 PARTS)
SEE SHEET 6

SEE SHEET 90

 Lysana Group Pty Ltd ABN 18 616 631 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia lyp.com	MANDALAY	SCALE 1:750	0 7.5 15 22.5 30 1 FINGERS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 88
	LICENSED SURVEYOR: ANDREW J. REAY	DATE: 01/10/24	REFERENCE: AA0015	DRAWING: CMD052AA	DRAWN BY: BA

PS 617320S

PLAN OF SUBDIVISION



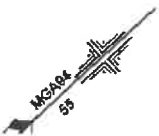
Lyssna Group Pty Ltd
 ABN: 16 616 811 191
 Tel: +61 3 9516 6899
 PO Box 1098, South Melbourne 3205
 Level 4, 4 Ross Place,
 South Melbourne 3205 Australia

DATE: 01/10/24
 DRAWING: CWD052AA
 REFERENCE: AA0015
 DRAWN BY: BA

MANDALAY
 LICENSED SURVEYOR: ANDREW J. REAY

SCALE: 1:750
 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3
 SHEET 89

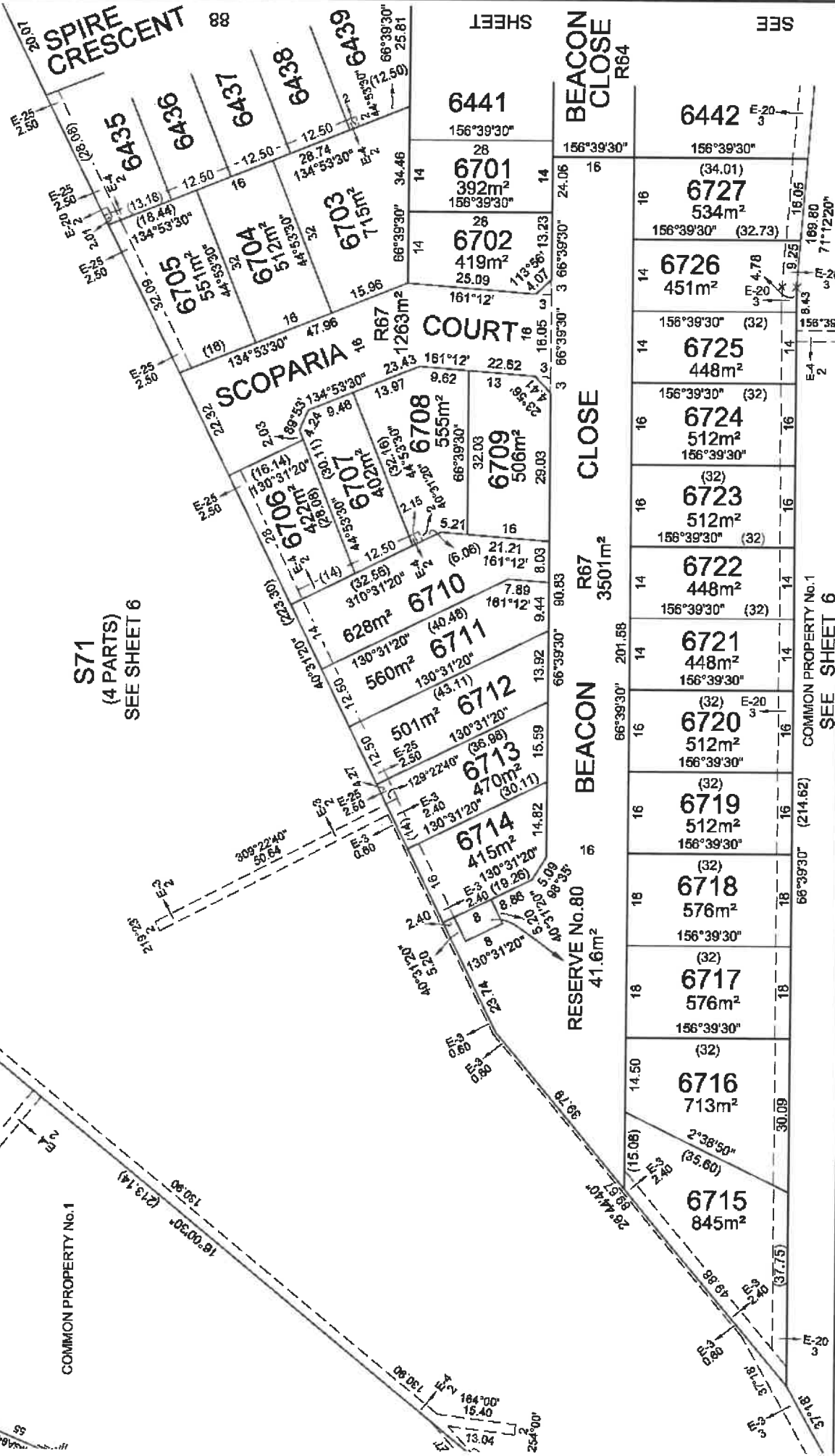


PS 617320S

PLAN OF SUBDIVISION

S71
(4 PARTS)
SEE SHEET 6

COMMON PROPERTY No.1



SHEET 90

ORIGINAL SHEET
SIZE: A3

SCALE
1:750

LENGTHS ARE IN METRES
0 7.5 15 22.5 30

COMMON PROPERTY No.1
SEE SHEET 6

MANDALAY
LICENSED SURVEYOR: ANDREW J. REAY

DATE: 01/10/24
DRAWING: C10052AA

REFERENCE: AA0015
DRAWN BY: BA

Lyssna Group Pty Ltd
ABN 16 616 811 191
Tel +61 3 9516 6899
PO Box 1098, South Melbourne 3205
Level 4, 4 Ross Place,
South Melbourne 3205 Australia
up.com

PLAN OF SUBDIVISION PS 617320S



MANDALAY

Licensed Surveyor: ANDREW J. REAY

DATE: 01/10/24

DRAWING: C/M0052AA

REFERENCE: AA0015

DRAWN BY: BA

Scale: 1:750

Original Sheet Size: A3

Sheet 92

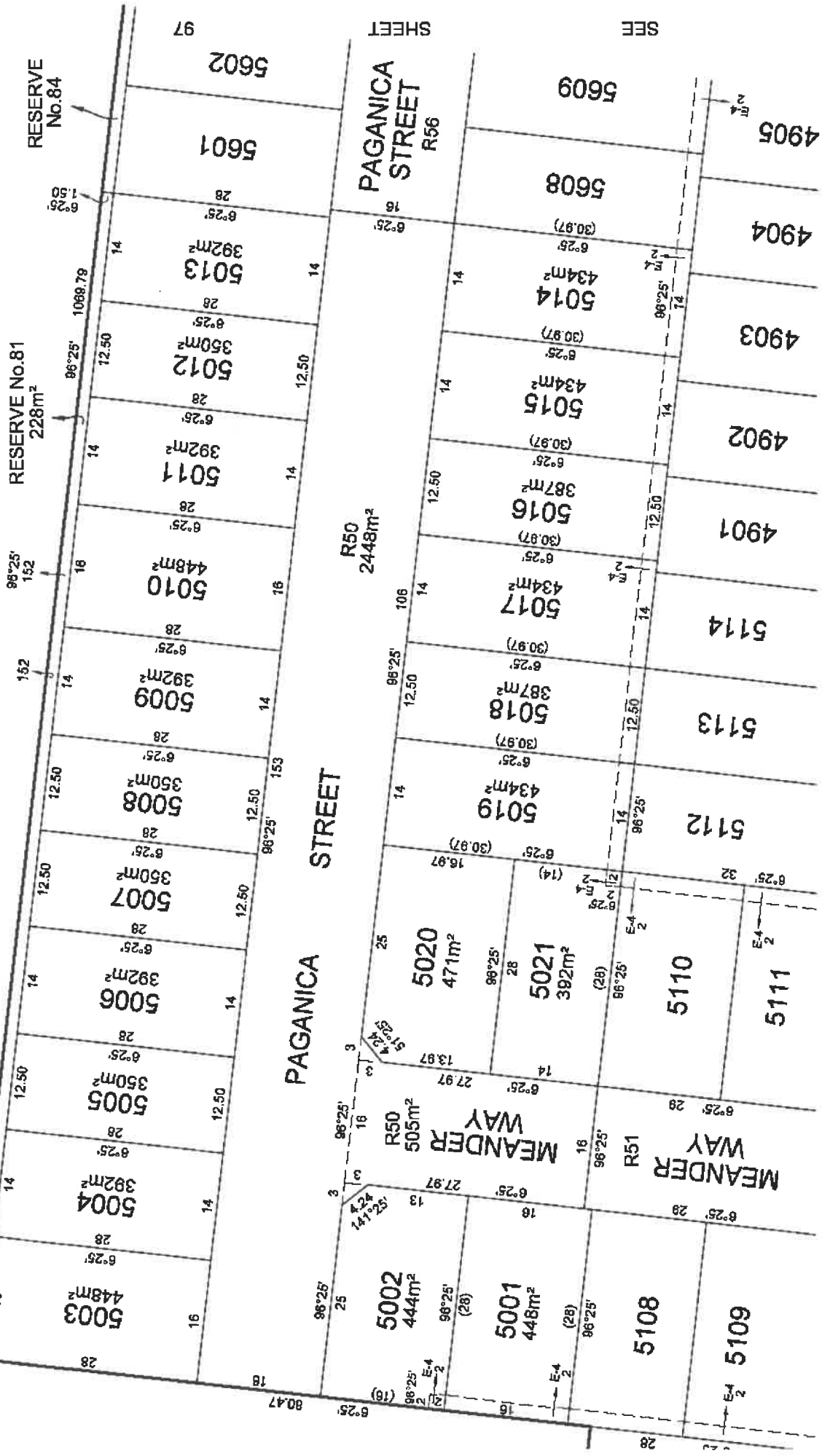
Lyssna Group Pty Ltd
 ABN 18 616 641 391
 Tel: +61 3 9516 6899
 PO Box 1098, South Melbourne 3205
 Level 4, 4 Ross Place,
 South Melbourne 3205 Australia

ip.com

PS 617320S

PLAN OF SUBDIVISION

CAMERONS LANE

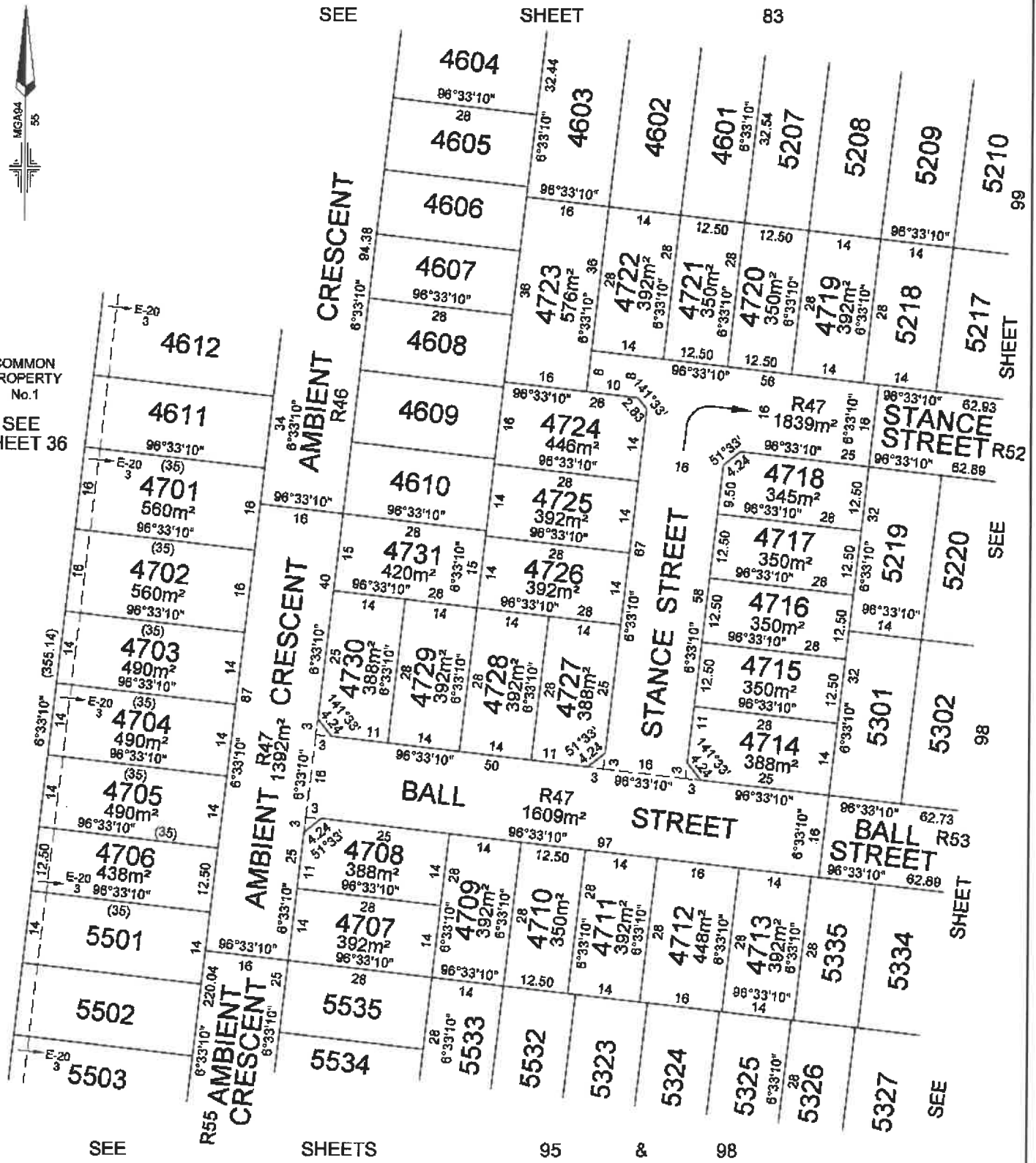


PLAN OF SUBDIVISION

PS 617320S



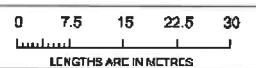
COMMON PROPERTY
No.1
SEE SHEET 36



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



DATE: 01/10/24
DRAWING: CM0052AA

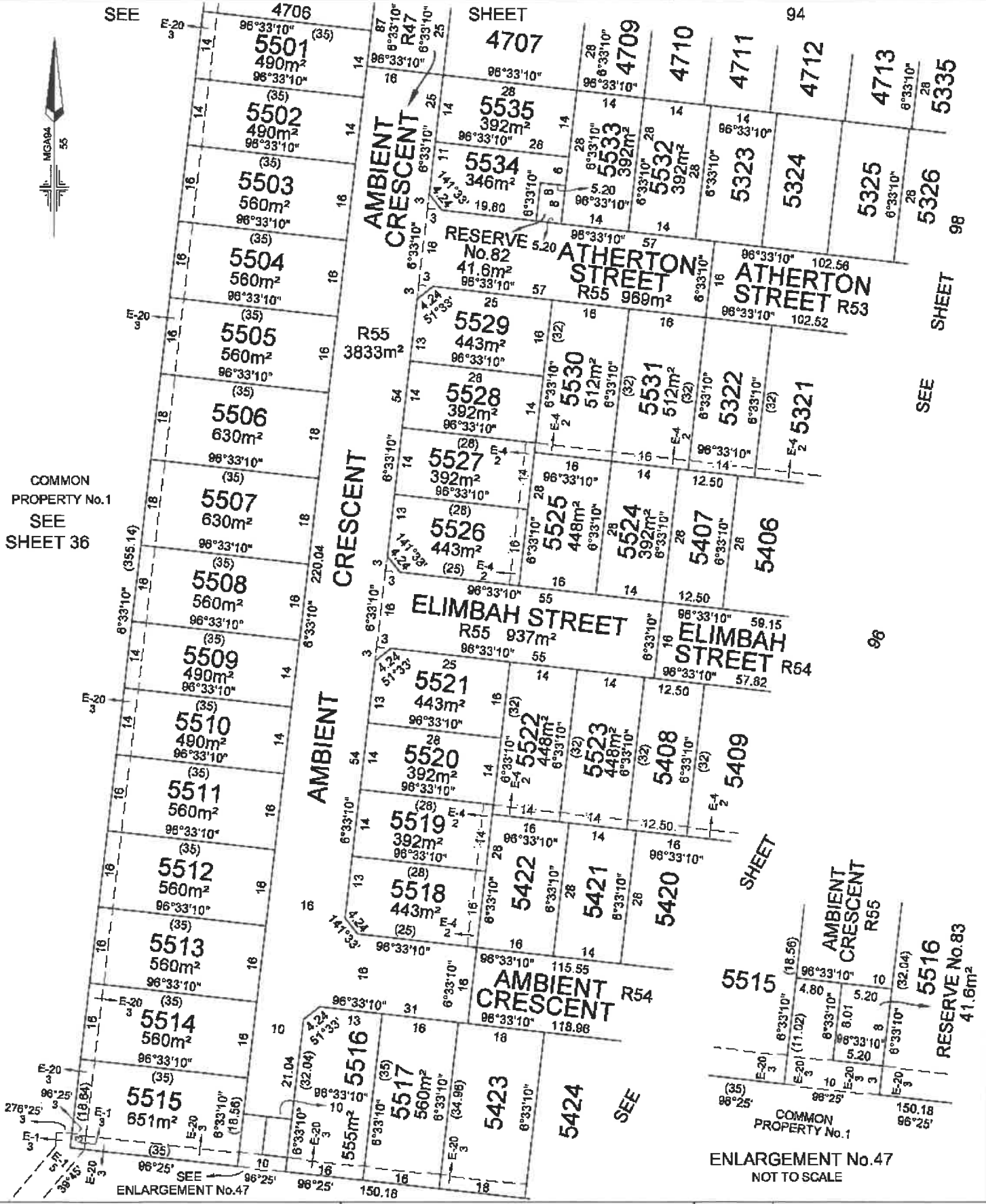
REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 94

Lyssna Group Pty Ltd
ABN 18 016 611 191
Tel: 61 3 9515 6890

PLAN OF SUBDIVISION

PS 617320S



COMMON PROPERTY No.1
SEE SHEET 36

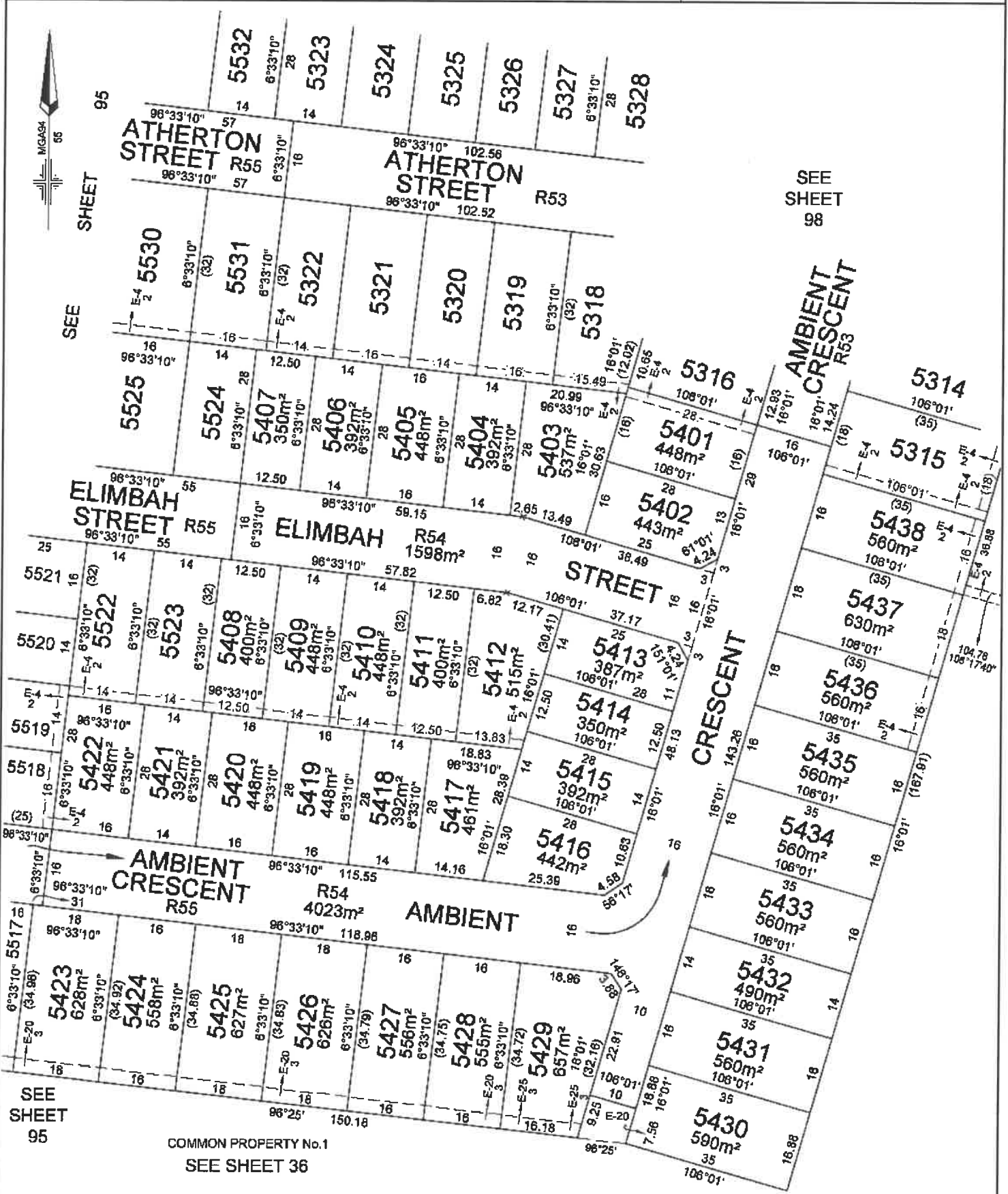
SEE SHEET 98

ENLARGEMENT No.47
NOT TO SCALE

<p>MANDALAY</p>	<p>LICENSED SURVEYOR: ANDREW J. REAY</p>	<p>SCALE: 1:750</p>
<p>Lynne Group Pty Ltd ABN 12 026 811 131 Tel: 08 9371 5500</p>	<p>DATE: 01/08/24 DRAWING: CM0053AA</p>	<p>REFERENCE: AA0015 DRAWN BY: BA</p> <p>ORIGINAL SHEET SIZE: A3 SHEET 95</p>

PLAN OF SUBDIVISION

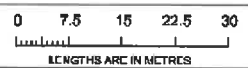
PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750

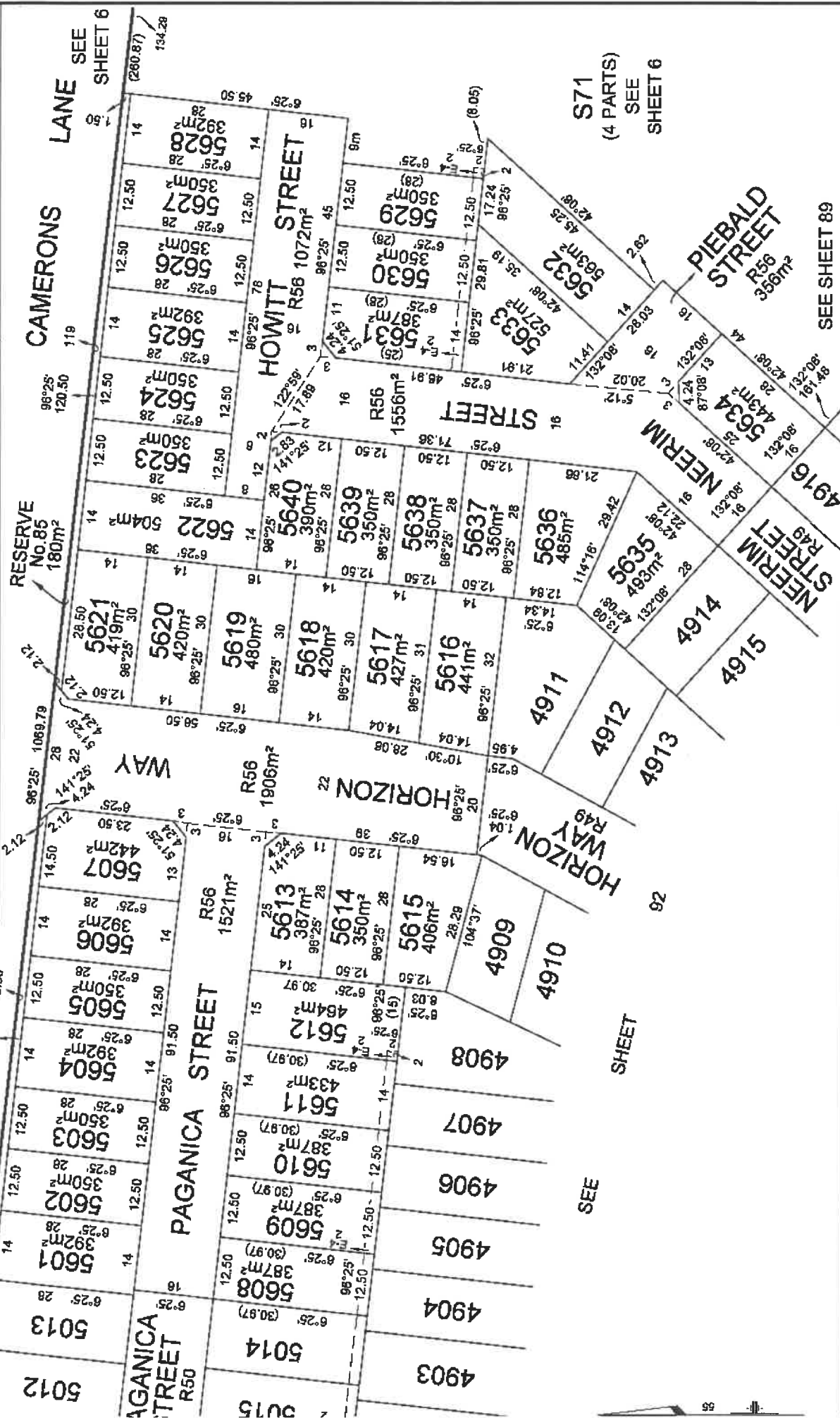


DATE: 01/08/24
DRAWING: CM0053AA

REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 96

PLAN OF SUBDIVISION PS 617320S



<p>Lysna Group Pty Ltd ABN 16 616 611 151 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Level 4, 4 Ross Place, South Melbourne 3205 Australia</p>	MANDALAY	LICENSED SURVEYOR: ANDREW J. REAY	SCALE 1:750	ORIGINAL SHEET SIZE: A3	SHEET 97
	DATE: 01/10/24	REFERENCE: AA0015	LENGTHS ARE IN METRES		
	DRAWING: CM0052AA	DRAWN BY: BA			

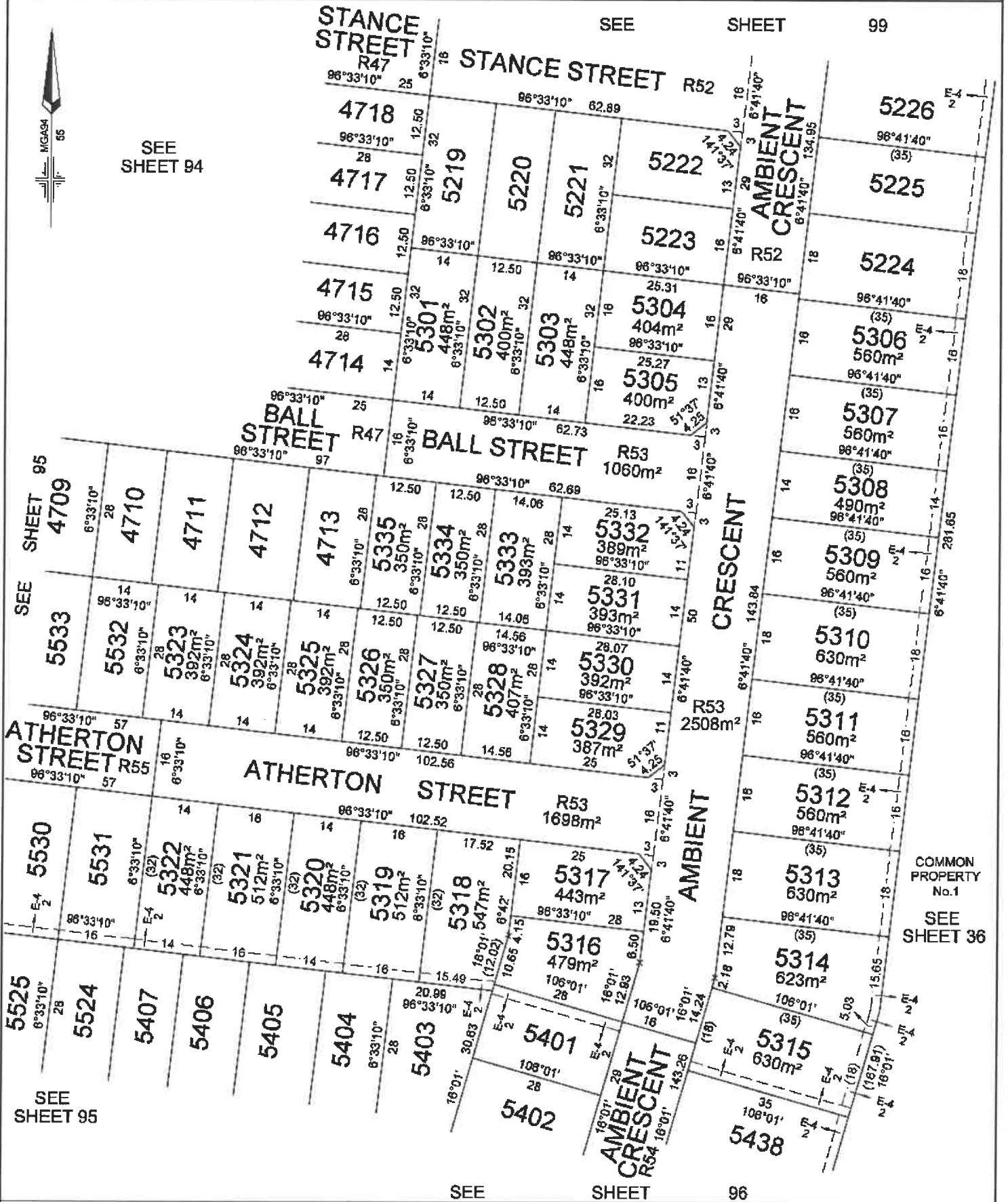
PLAN OF SUBDIVISION

PS 617320S

SEE SHEET 99



SEE SHEET 94



SEE SHEET 95
4709
4710
4711
4712
4713

SEE SHEET 95
5530
5531
5532
5533

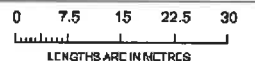
SEE SHEET 95
5525
5524
5407
5406
5405
5404
5403

MANDALAY

SEE SHEET 96

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



DATE: 01/10/24
DRAWING: CM0052AA

REFERENCE: AA0015
DRAWN BY: BA

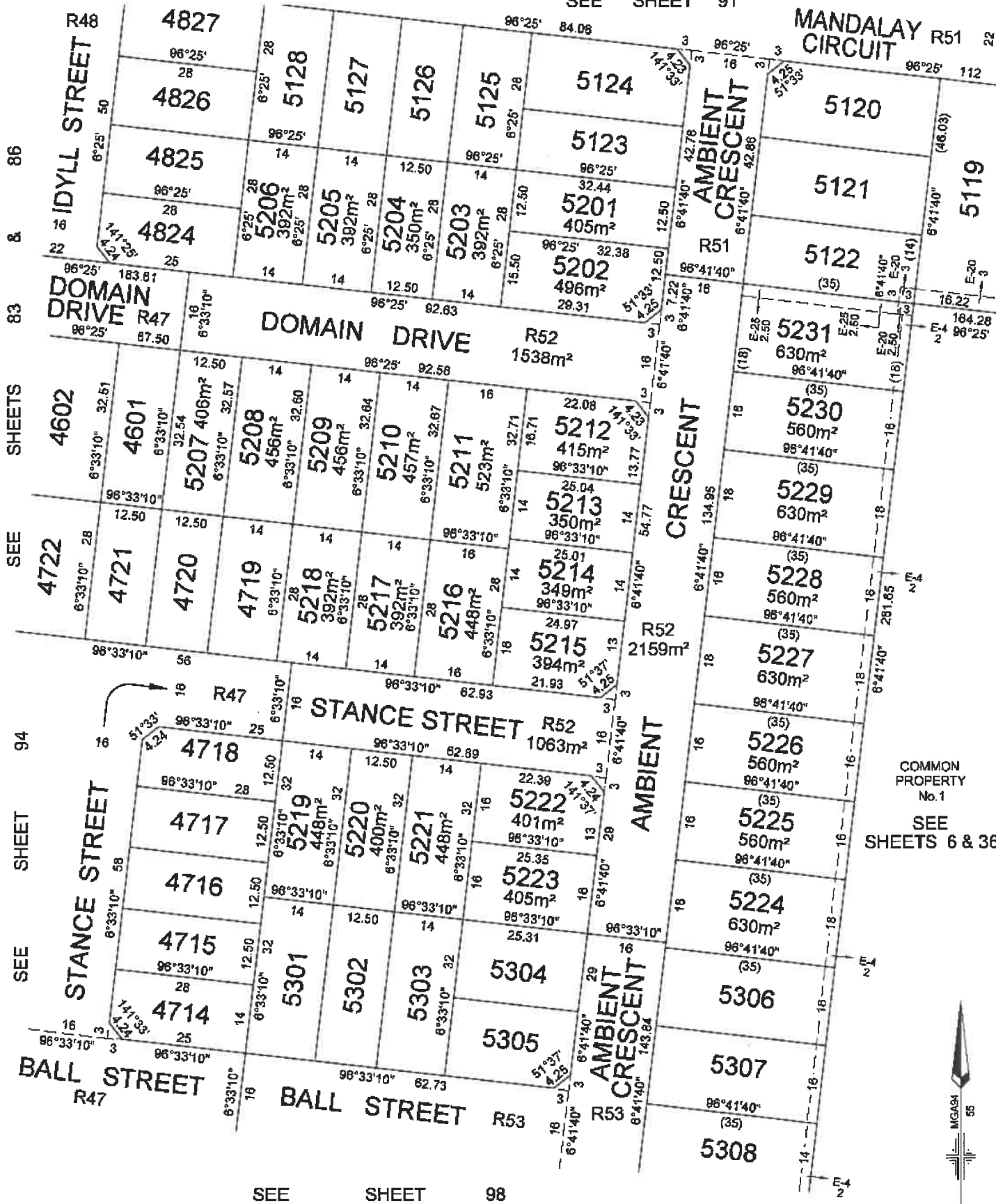
ORIGINAL SHEET SIZE: A3
SHEET 98

Lyssna Group Pty Ltd
ABN 18 616 611 191

PLAN OF SUBDIVISION

PS 617320S

SEE SHEET 91



COMMON PROPERTY No.1
SEE SHEETS 6 & 36

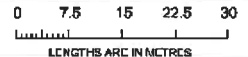


SEE SHEET 98

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



Lyssna Group Pty Ltd
ABN 28 616 611 191

DATE: 01/10/24
DRAWING: CM0052AA

REFERENCE: AA0015
DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
SHEET 99

CREATION OF RESTRICTION "A81"

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

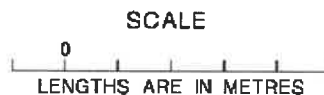
Land to benefit: Lots 8101 to 8149 (inclusive) on the Plan of Subdivision

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



**ORIGINAL
SCALE**

SHEET	100
ORIGINAL SHEET SIZE	A3

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)	AA4855
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)	AA7630
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

LICENSED SURVEYOR: ANDREW J. REAY

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

ORIGINAL SHEET SIZE: A3
SHEET 101

Lysna Group Pty Ltd
ABN 16 616 613 191

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.

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY



Lyssna Group Pty Ltd
ABN 15 616 611 191

DATE: 01/10/24
DRAWING: CM0052AA

REFERENCE: AA0015
DRAWN BY: RA

ORIGINAL SHEET SIZE: A3
SHEET 102

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

LICENSED SURVEYOR: ANDREW J. REAY



Lyssna Group Pty Ltd
ABN 16 616 811 191

DATE: 01/10/24
DRAWING: CM0052AA

REFERENCE: AA0015
DRAWN BY: RA

ORIGINAL SHEET SIZE: A3
SHEET 103

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



Lyssna Group Pty Ltd
ABN 16 616811 191

DATE: 01/10/24
DRAWING: CM0052AA

REFERENCE: AA0015
DRAWN BY: RA

ORIGINAL SHEET SIZE: A3
SHEET 104

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 NO 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 - 1748, 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.

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

PLAN NUMBER

PS617320S

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

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(B) 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.L.) 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

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

PLAN NUMBER

PS617320S

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

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 & RESERVE 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	15/08/21	47	H.T

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

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
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

**THIS MEMORANDUM OF COMMON PROVISIONS IS RETAINED BY THE
REGISTRAR OF TITLES PURSUANT TO SECTION 91(A) OF THE
TRANSFER OF LAND ACT 1958**

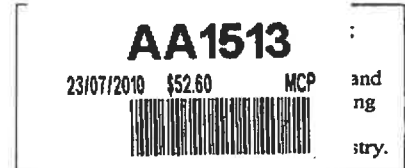
Renner
ASSISTANT REGISTRAR OF TITLES
DATE: 23.07.2010

**MEMORANDUM OF COMMON
PROVISIONS**

Section 91A Transfer of Land Act 1958

Lodged by:

Name: Clayton Utz
Phone: 03 9286 6000
Address: Level 18, 333 Collins Street, Melbourne 3000
Ref: 14709/14193/80074717
Customer Code: 1416K



This memorandum (containing 15 page(s)) contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

PROVISIONS

1. DEFINITIONS

In this MCP, unless the contrary intention appears:

- (a) **"Allowable Encroachment"** means an encroachment which is permitted outside an Approved Building Envelope under clause 3.4 or otherwise permitted by the Building Regulations.
- (b) **"Approved Building Envelope"** means the Building envelopes shown for each Lot on the Building Envelope Plan and has the same meaning as in regulation 402 of the Building Regulations.
- (c) **"Beveridge Joint Venture"** means the owners of the land within the Plan at the time of its registration.
- (d) **"Building"** has the meaning given to it in the Building Act.
- (e) **"Building Act"** means the *Building Act 1993*, as amended from time to time.
- (f) **"Building Envelope Plan"** means the plans which are attached to this MCP and which shows the Approved Building Envelopes and other related matters for the Lots within the Plan.
- (g) **"Building Envelope Profile"** means the profiles which are attached to this MCP and which relate to the Approved Building Envelope for a particular Lot shown in the Building Envelope Plan. The applicable Building Envelope Profile is marked on the Building Envelope Plan.
- (h) **"Building Permit"** means a building permit in terms of the Building Act.

Approval No. 1656092A

MCP



- 1. The provisions are to be numbered consecutively from number 1.
- 2. The back of this form is not to be used.
- 3. Further pages may be added but each page should be consecutively numbered.
- 4. To be used for the inclusion of covenants and easements in mortgages, transfers and leases.

AA1513

23/07/2010 \$52.60 MCP



- (i) **"Building Regulations"** means the *Building Regulations 2006*, as amended from time to time, or any subsequent regulations made pursuant to the Building Act which regulate the siting of a Building.
- (j) **"Building to Boundary Zone"** means that part of an Approved Building Envelope for a Lot shown on the Building Envelope Plan and the Building Envelope Profile as square hatched (as indicated in the key to the relevant profile).
- (k) **"Carport"** means a domestic carport constructed primarily for the purpose of storage of motor vehicles, trailers, caravans, campervans, boats, golf carts and the like which has a minimum of two sides and not less than one third of its perimeter open.
- (l) **"Control"** includes a restriction in terms of the *Subdivision Act 1988*, any agreement under section 173 of the *Planning and Environment Act 1987* ("PE Act"), a provision of an Act (other than the Building Act), a requirement of a referral authority (in terms of the PE Act) or an order of a Court or tribunal, which relates to the siting of a Building.
- (m) **"Conventional Lot"** means a Lot that does not directly abut the Golf Course, but does not include a Corner Lot or a Dual Frontage Lot.
- (n) **"Corner Lot"** means a Lot whose Primary Frontage and Secondary Frontages abut a Street. A Corner Lot may also be a Golf Lot or a Dual Frontage Lot.
- (o) **"Design and Siting Guidelines and Restrictions"** means the Mandalay Design and Siting Guidelines prepared by the Beveridge Joint Venture as amended from time to time.
- (p) **"Dual Frontage Lot"** means a Lot that does not directly abut the Golf Course whose Rear Boundary also abuts a Street or lane.
- (q) **"Dwelling"** has the meaning given to it in the Victoria Planning Provisions, as amended from time to time.
- (r) **"Edge Boundary"** means the boundary or part of a boundary of an Edge Lot which abuts an allotment which is not on the Plan. Exemptions relating to side and rear Setbacks and related siting matters do not apply to an Edge Boundary.
- (s) **"Edge Lot"** means a Lot on the Plan that abuts an allotment which is not shown on the Plan (other than those Lots on the Plan which merely touch at one point an allotment which is not shown on the Plan (i.e. at a corner)).
- (t) **"Fence"** has the meaning given to it in Part 4 of the Building Regulations.
- (u) **"Frontage"** has the meaning given to it in the Victoria Planning Provisions, as amended from time to time and in relation to a Lot that has a boundary fronting a public reserve or the Golf Course, includes that boundary.
- (v) **"Garage"** means a domestic garage constructed primarily for the purpose of storage of motor vehicles, trailers, caravans, campervans, boats, golf carts and the like.
- (w) **"Golf Lot"** means a Lot that directly abuts the Golf Course. It does not include a Lot that is separated from the Golf Course by a road or lane.
- (x) **"Golf Course"** means any golf course constructed on land within the Plan.

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- (y) **"Height"** has the meaning given to it in Regulation 105 of the Building Regulations.
- (z) **"Lot"** has the meaning given to in the Building Act.
- (aa) **"MCP"** means this memorandum of common provisions.
- (bb) **"MDR"** means the person appointed by the Beveridge Joint Venture to perform the function of the Mandalay Design Reviewer in accordance with the Design and Siting Guidelines and Restrictions.
- (cc) **"Overlooking Zone"** means that part of an Approved Building Envelope for a Lot shown on the Building Envelope Profile as diagonally hatched (as indicated in the key to the relevant profile).
- (dd) **"Pergola"** has the meaning given to it in Regulation 105 of the Building Regulations.
- (ee) **"Plan"** means the relevant plan of subdivision for a particular Lot which incorporates this MCP.
- (ff) **"Primary Frontage"** (unless the Building Envelope Plan, when read in conjunction with this MCP, indicates otherwise) means the boundary along the Street Frontage and where a Lot abuts more than one Street:
 - (i) in relation to a Corner Lot, means the boundary which abuts a Street and if more than one, the boundary that is the shortest disregarding any Splay Corner, unless the Building Envelope Plan, when read in conjunction with this MCP, indicates otherwise; and
 - (ii) in relation to a Dual Frontage Lot, means the boundary which the Building Envelope Plan, when read in conjunction with this MCP, indicates to be the Primary Frontage.
- (gg) **"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.
- (hh) **"Secondary Frontage"** can only occur in relation to a Corner Lot and means the boundary that abuts a Street which is not the Primary Frontage (and if more than one, the longest boundary abutting a Street which is not the Primary Frontage).
- (ii) **"Setback"** means the shortest horizontal distance from a particular boundary or Building to another boundary or Building (excepting matters specifically referred to in this MCP).
- (jj) **"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.
- (kk) **"Single Storey Building Zone"** means that part of an Approved Building Envelope for a Lot shown on the Building Envelope Plan as indicated in the legend contained within the Plan.
- (ll) **"Splay Corner"** in relation to a Corner Lot means any title boundary of that Corner Lot which joins two boundaries abutting Streets at an angle and which cuts off the corner of the Lot.
- (mm) **"Street"** for the purposes of determining Street Setbacks, means any road other than a lane, footway, alley or right of way.

2. INTERPRETATION

In this MCP, unless the contrary intention appears:

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23/07/2010 \$52.60 MCP



- (a) a reference to a 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;
- (b) a reference to any document is to that document as varied, novated, ratified or replaced from time to time;
- (c) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (d) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (e) where 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;
- (f) the word "includes" in any form is not a word of limitation; and
- (g) a reference to an authority, institution, association or body ("original entity") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity.

3. SITING & SETBACKS

3.1 Exemption from the need for the Consent and Report of the relevant Council

The restriction in the Plan which incorporates this MCP exempts a proposed Dwelling design from requiring the consent and report of the relevant council with regard to a design which does not comply with the Building Regulations in respect of the following:

- (a) minimum Street Setback (regulation 409);
- (b) building height (regulation 410);
- (c) side and rear Setbacks (regulation 414);
- (d) walls on boundaries (regulation 415);
- (e) solar access to existing north facing windows (regulation 417);
- (f) overshadowing of recreational private open space (regulation 418);
- (g) overlooking (regulation 419); and
- (h) Fences on street alignments (regulation 427).

3.2 Building Envelopes

- (a) Any Dwelling on a Lot must not be contained outside the Approved Building Envelopes and must not be defined otherwise than by the associated Building Envelope Profile and written notes contained therein, except for the Allowable Encroachments.

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- (b) The siting of a Dwelling within the Approved Building Envelope and the Building Envelope Profile is subject to any further restriction or modification imposed by this MCP or any other applicable Control.
- (c) No exemption from the need for consent and report of the relevant council in respect of Building Regulations 414, 415, 417, 418 and 419 applies in respect of an Edge Boundary. The siting requirements of a Building in respect of an Edge Boundary must accord with Building Regulations 414, 415, 417, 418 and 419 unless consent and report of the relevant council has been obtained in accordance with the Building Regulations. In terms of this MCP, exemptions relating to minimum Street Setback (regulation 409), building height (regulation 410) and fences on street alignments regulation 427) still apply in respect of an Edge Lot.

3.3 Minimum Street Setback

- (a) Any Dwelling on a Lot which has an area of less than 300 square metres must be set back from the Primary Frontage by a minimum distance of 3.0 metres.
- (b) Any Dwelling on a Lot which has an area of between 300 square metres and 450 square metres (inclusive) must be set back from the Primary Frontage by a minimum distance of 4.0 metres, unless that Primary Frontage abuts the Golf Course.
- (c) Any Dwelling on a Lot which has an area of between 451 square metres and 600 square metres (inclusive) must be set back from the Primary Frontage by a minimum distance of 4.5 metres, unless that Primary Frontage abuts the Golf Course.
- (d) Any Dwelling on a Lot which has an area equal to or greater than 601 square metres must be set back from the Primary Frontage by a minimum distance of 5.0 metres, unless that Primary Frontage abuts the Golf Course.
- (e) Any Dwelling on a Lot which is a Corner Lot must be set back from the Secondary Frontage by at least 2.0 metres.
- (f) Any Dwelling on a Lot that has a Primary Frontage abutting the Golf Course must be set back from that Primary Frontage by a minimum distance of 3.0 metres.
- (g) Any Dwelling on a Dual Frontage Lot need not be set back from its Rear Boundary, unless otherwise stated in the Building Envelope Plan.

3.4 Exceptions to Setbacks

- (a) A deck may encroach into the Setback from a Side or Rear Boundary of a Lot up to 2 metres.
- (b) Despite any other provision in this MCP or the Building Regulations, an Allowable Encroachment must not exceed 4 metres in height.

3.5 Garages

- (a) If a Garage or Carport is located facing the Primary Frontage or has a rear wall facing a Side Boundary, either the side or rear wall of that Garage or Carport (as applicable) must be built within 150 millimetres of a Side Boundary.
- (b) If a Garage or Carport is located facing the Secondary Frontage of a Corner Lot, then unless otherwise indicated on the Building Envelope Plan, that Garage or Carport:

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- (i) must have a Setback of at least 5.0 metres from the Secondary Frontage; and
 - (ii) be built within 150 millimetres of the Rear Boundary.
- (c) A Garage or Carport on a Dual Frontage Lot must:
- (i) be located facing the Rear Boundary; or
 - (ii) at the rear of the Dual Frontage Lot,
and be:
 - (iii) set back from the Rear Boundary by at least 5.0 metres; and
 - (iv) built within 150 millimetres of a Side Boundary.

3.6 Side and Rear Setbacks

- (a) Except for Allowable Encroachments, a Dwelling on a Conventional Lot or a Corner Lot which is not a Golf Lot or a Dual Frontage Lot must be set back from the boundaries of the Lot as follows:
- (i) from its Side Boundary by at least the distance referred to on the Building Envelope Plan;
 - (ii) from its Rear Boundary by at least 2.0 metres, unless otherwise stated in the Building Envelope Plan; and
 - (iii) if the Lot is a Corner Lot, from its Secondary Frontage by at least 2.0 metres.
- (b) Except for Allowable Encroachments, a Dwelling on a Golf Lot must be set back from the boundaries of the Lot as follows:
- (i) from its Side Boundary by at least the distance referred to on the Building Envelope Plan;
 - (ii) from its Rear Boundary by at least 3.0 metres, unless otherwise stated in the Building Envelope Plan; and
 - (iii) if the Lot is a Corner Lot, from its Secondary Frontage by at least 2.0 metres, unless otherwise stated in the Building Envelope Plan.
- (c) Except for Allowable Encroachments, a Dwelling on a Dual Frontage Lot:
- (i) must be set back from its Side Boundary by at least the distance referred to on the Building Envelope Plan;
 - (ii) need not be setback from its Rear Boundary, unless otherwise stated in the Building Envelope Plan; and
 - (iii) if the Dual Frontage Lot is a Corner Lot, must be set back from its Secondary Frontage by at least 2.0 metres.
- (d) For the avoidance of doubt, a Dwelling, Garage or Carport may be constructed in the Building to Boundary Zone.

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3.7 Building Height

- (a) Subject to clause 3.7(b), the Height of a Building shall only be limited by any Height restriction defined in the associated Building Envelope Profile.
- (b) The Height of a Building within the Single Storey Zone must not exceed 4 metres.

3.8 Walls on Boundaries

- (a) This clause 3.8 applies to construction of:
 - (i) a wall within 150mm of a Side Boundary of a Lot; or
 - (ii) any part of a Carport constructed within 150mm of a Side Boundary of a Lot and which is open on the side facing the boundary or boundaries.
- (b) The Height of the wall or Carport shall only be limited by any Height restriction defined in the associated Building Envelope Profile.

3.9 Solar access to existing north facing windows

Regulation 417 of the Building Regulations does not apply to a Building constructed on a Lot, provided that Building is located entirely within an Approved Building Envelope (except for Allowable Encroachments or as otherwise provided in this MCP).

3.10 Overshadowing of recreational private open space

Regulation 418 of the Building Regulations does not apply to a Building constructed on a Lot, provided that Building is located entirely within an Approved Building Envelope and the applicable Building Envelope Profile (except for Allowable Encroachments or as otherwise provided in this MCP).

3.11 Overlooking

Except as otherwise provided in this MCP or in the Design and Siting Guidelines and Restrictions, a Building may be constructed, but a habitable room window may not be located anywhere within an Overlooking Zone.

4. FENCING

- (a) Except with the consent of MDR and subject to clauses 4(b) and 4(c), no Fence shall be constructed along any boundary abutting a Street, except in relation to the Rear Boundary of a Dual Frontage Lot.
- (b) Subject to the approval of MDR, retaining walls or courtyard defining walls may be built within the area between the Primary Frontage and the front of the Dwelling.
- (c) Where a Lot is a Corner Lot:
 - (i) a Fence may be constructed along a Frontage which is not the Primary Frontage as long as it does not exceed 1.8 metres in Height; and
 - (ii) a Fence may be constructed within 9 metres of a point of intersection of street alignments exceeding a Height of 1 metre provided that Fence:

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23/07/2010 \$52.60 MCP



- (A) is not constructed along the Primary Frontage, except in accordance with clause 4(a);
- (B) does not exceed 1.8m; and
- (B) except in the case of a Fence constructed in accordance with clause 4(a), remains at least 1 metre behind the front façade of any Dwelling constructed on the Lot and returns to abut the Dwelling.

5. GENERAL

- (a) In the case of a conflict between the Plan and these written notations, the specifications in these written notations prevail.
- (b) Buildings must not cover a registered easement unless:
 - (i) provided for by the easement; or
 - (ii) the consent of all parties who enjoy or whose land enjoys the benefit of the easement is obtained.
- (c) The Beveridge Joint Venture and the MDR may, in their absolute discretion, authorise in writing the siting of a Building which does not comply with the restriction created by the Plan which incorporates this MCP, provided that such siting complies with the requirements of the Building Regulations and/or is subject to the report and consent of the relevant reporting authority in terms of the Building Regulations. Approvals by the Beveridge Joint Venture and the MDR in accordance with this clause may be provided in circumstances where the Beveridge Joint Venture and the MDR consider, in their absolute discretion, that the siting is desirable in terms of achieving a better planning outcome in terms of the Design and Siting Guidelines and Restrictions than may otherwise be achieved and will not result in any significant detriment to abutting owners and occupiers, but may also be given in other circumstances.
- (d) Formal application for a Building Permit must not be made until the design and siting of a Dwelling to be built on any Lot on the Plan is approved by the MDR, which approval may be:
 - (i) given or refused in the MDR's absolute discretion;
 - (ii) refused even if the design and siting of a Dwelling to be built on any Lot on the Plan is in accordance with the Design and Siting Guidelines and Restrictions.

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23/07/2010 \$52.60 MCP







BUILDING ENVELOPE PROFILES:

Diagrams and plans

Explanation of symbols and terms in profile diagrams and plans

The following symbols have been used in the templates: -

Building Envelope Profile Types

-  Building Envelope Profile Type A
-  Building Envelope Profile Type B
-  Building Envelope Profile Type C
-  Building Envelope Profile Type D

Single Storey Building Envelope hatch types



Building to Boundary Zone

Double Storey Building Envelope hatch types



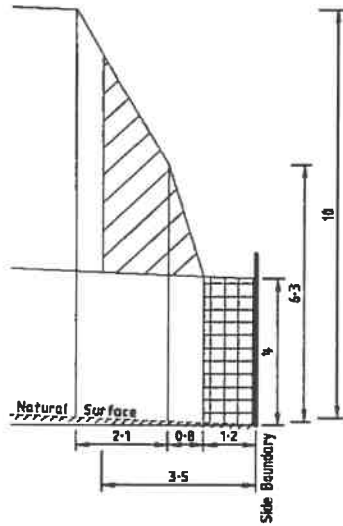
Overlooking Zone – Habitable room windows or raised open spaces are a source of overlooking

AA1513

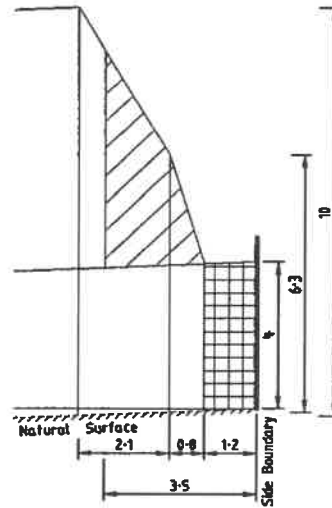
23/07/2010 \$52.60 MCP



(A) Profile - NORTH, EAST or WEST Boundary

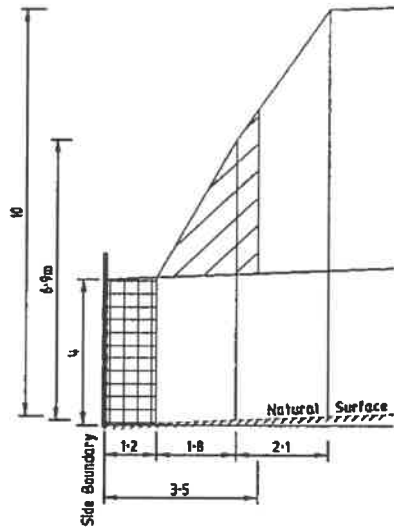


Natural surface rising from side boundary

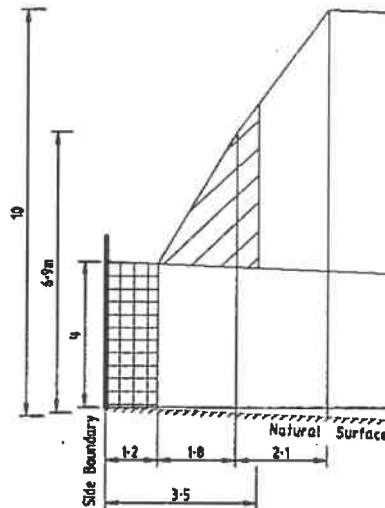


Natural surface falling from side boundary

(B) Profile - SOUTH Boundary



Natural surface rising from side boundary



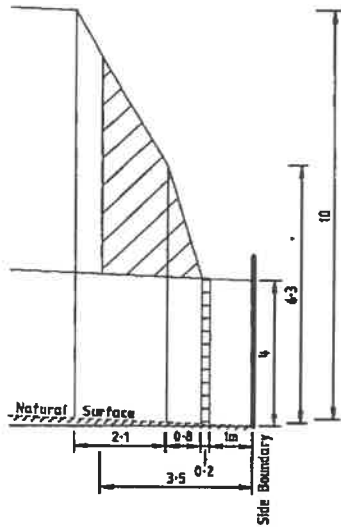
Natural surface falling from side boundary

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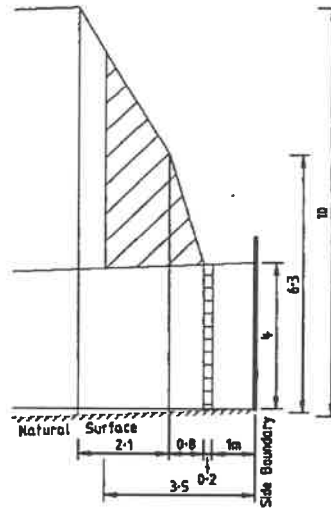
23/07/2010 \$52.60 MCP



C Profile - NORTH, EAST or WEST Boundary (1m setback)

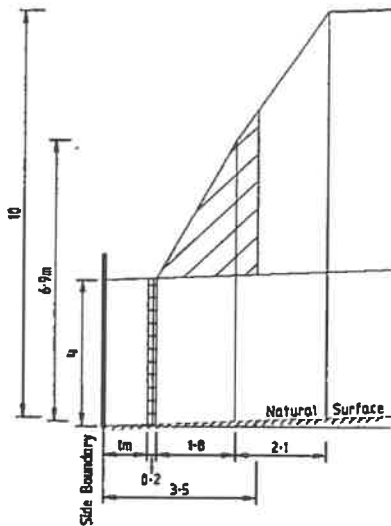


Natural surface rising from side boundary

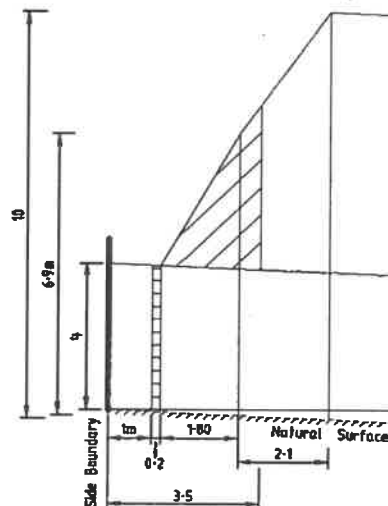


Natural surface falling from side boundary

D Profile - SOUTH Boundary (1m setback)



Natural surface rising from side boundary



Natural surface falling from side boundary

AA1513

23/07/2010 \$52.60 MCP

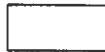


BUILDING ENVELOPE PLAN:

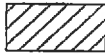
STAGE 2 BUILDING ENVELOPE PLANS

LEGEND

Refer "Diagrams and Plans" in this document for further definitions.



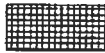
SINGLE STOREY BUILDING ZONE



OVERLOOKING ZONE - Habitable room windows/raised open spaces are a source of overlooking



NON OVERLOOKING ZONE - Habitable room windows/raised open spaces are not a source of overlooking



BUILDING TO BOUNDARY ZONE

The registered proprietor or proprietors of the lot are required to build in accordance with the approved building envelopes shown hereon and in the "Profile Diagrams" in this document.

ref: 461002EB
date: 29/04/2010
version 2

Seaco Jonson Pty Ltd
A.B.N. 86 267 632 647
P.O. Box 5076, South Melbourne, Vic 3206
38 Esplanade Road, South Melbourne
Vic 3206 Australia DX 30874 Ewrald Hill
Tel (03) 9899 1400 Fax (03) 9899 5932

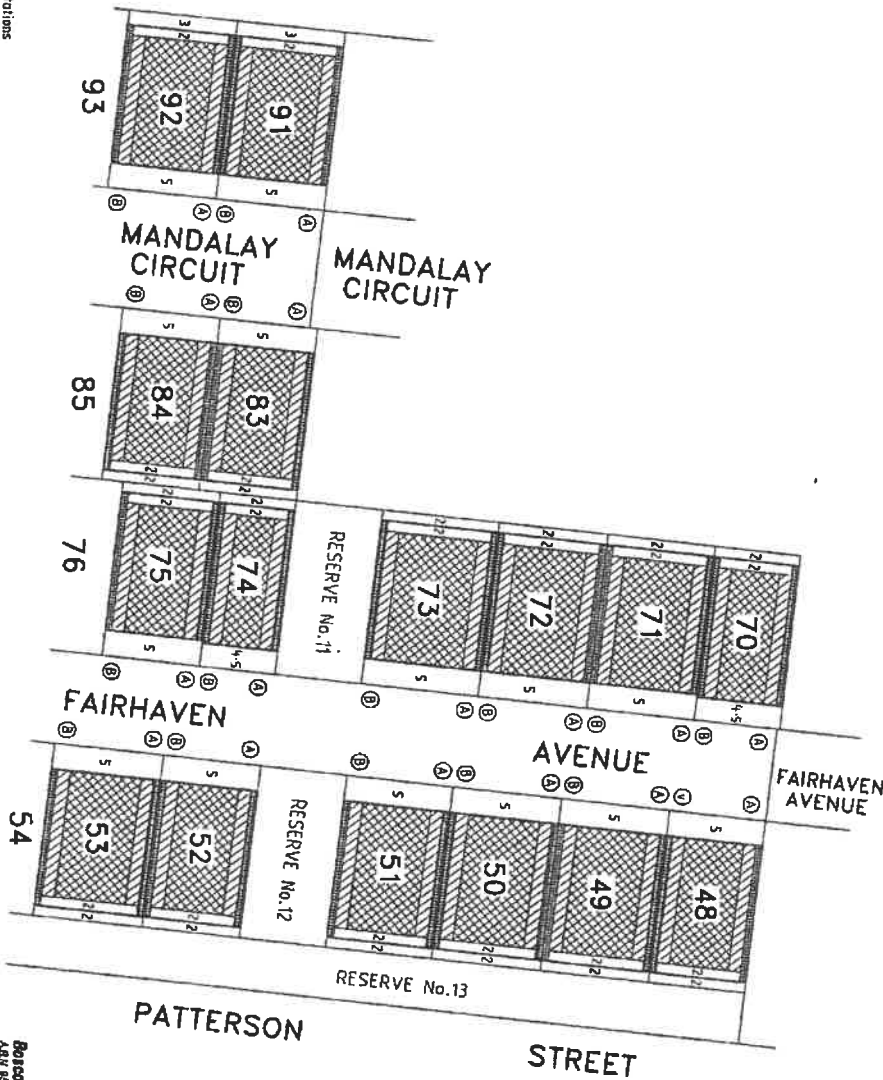


AA1513

23/07/2010 \$52.60 MCP

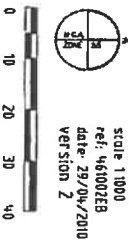


STAGE 2 BUILDING ENVELOPE PLAN



- Notations
1. The Building Envelopes on this plan are shown enclosed by continuous thick lines.
 2. This diagram is to be read in conjunction with "Profile Diagrams" in this document.
 3. Profile types (A), (B), (C), (D), (E), (F), (G), (H), (I), (J), (K), (L), (M), (N), (O), (P), (Q), (R), (S), (T), (U), (V), (W), (X), (Y), (Z) are contained in "Profile Diagrams" in this document.

Boston Design Pty Ltd
 A/E/R 84 282 532 842
 P.O. Box 5075, South Melbourne, Vic 3208
 61 Eastern Avenue, South Melbourne
 The 2000 Australian City 2000 Emerald Mile
 Tel: (03) 9597 1400 Fax: (03) 9597 5597



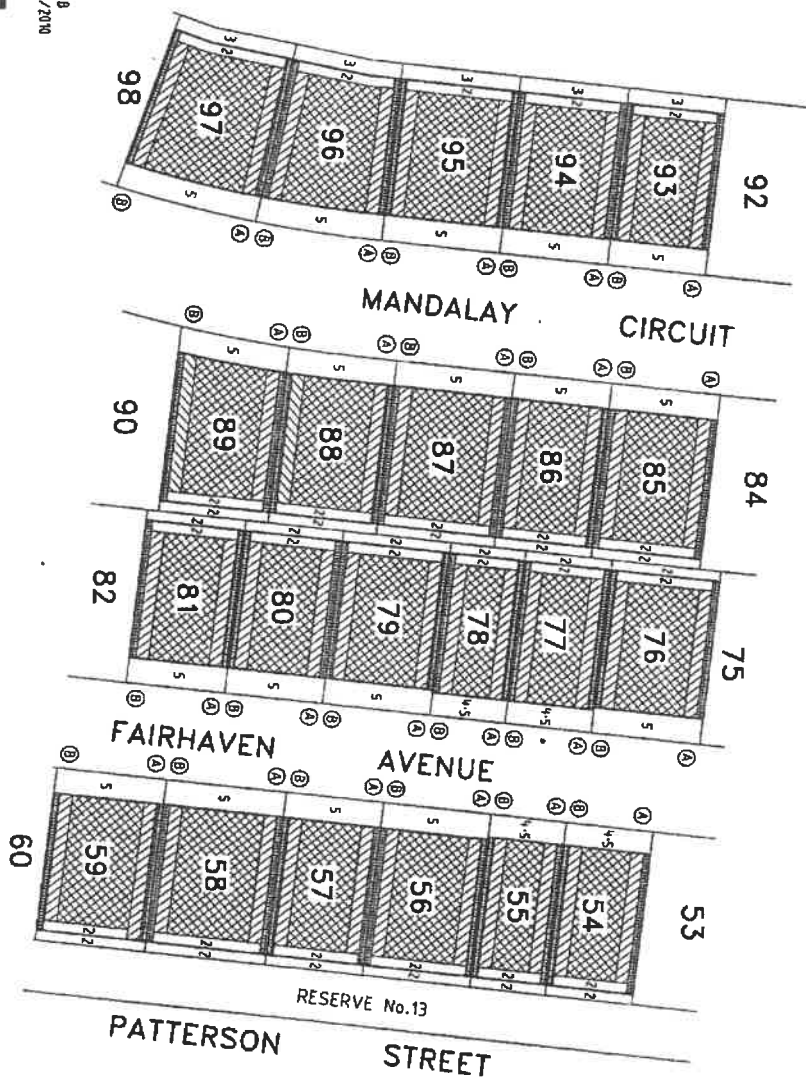
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23/07/2010 \$52.60

MCP



STAGE 2 BUILDING ENVELOPE PLAN



scale 1:1000
 ref: 46100218
 date 29/04/2010
 version 2

Notations:

1. The Building Envelopes on this plan are shown enclosed by continuous thick lines.
2. This diagram is to be read in conjunction with "Profile Diagrams" in this document.
3. Profile types (A), (B), (C) & (D) are contained in "Profile Diagrams" in this document.

Banco Jackson Pty Ltd
 A.B.N. 60 202 512 812
 P.O. Box 507, South Melbourne, Vic 3206
 19 Fernhill Road, South Melbourne
 No 2024 Reserve Lot 2027 Eased and
 for use 9881 1400 fax (03) 9882 5587

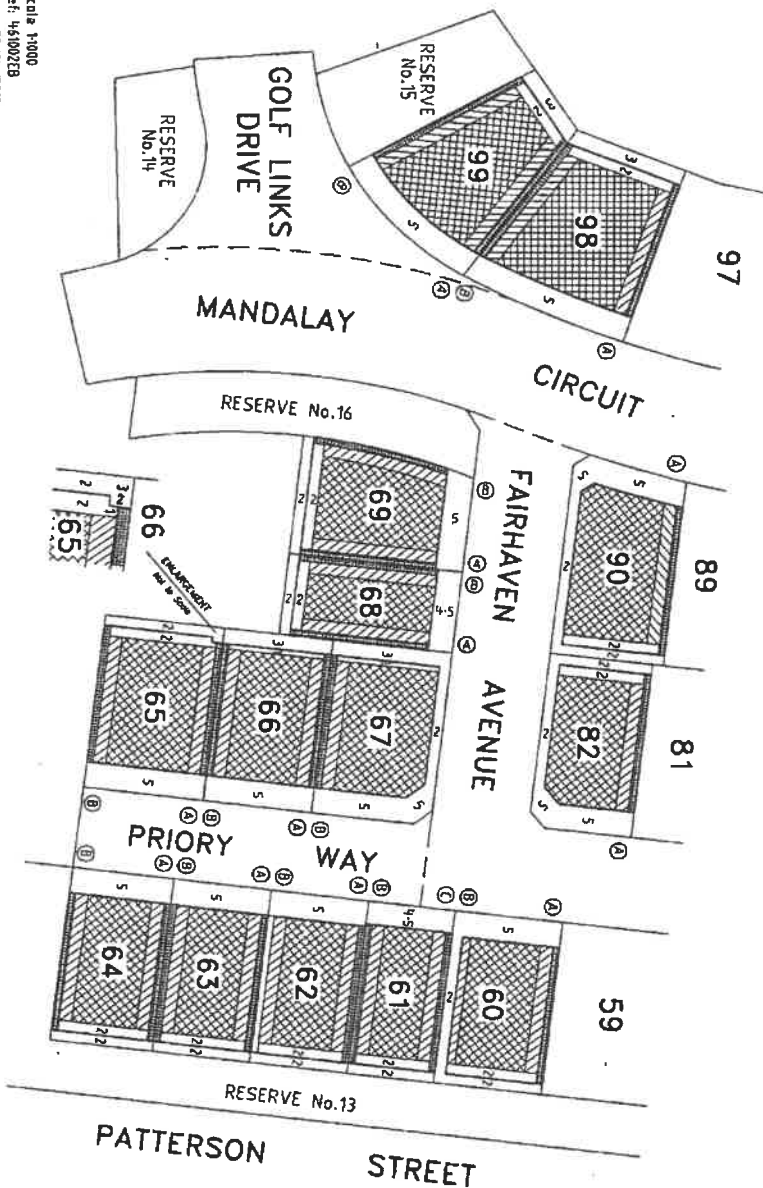


AA1513

23/07/2010 \$52.60 MCP



STAGE 2 BUILDING ENVELOPE PLAN



scale 1:1000
ref: 4450027B
date: 29/01/2010
version 2

Notations:

1. The Building Envelopes on this plan are shown enclosed by continuous thick lines.
2. This diagram is to be read in conjunction with "Profile Diagrams" in this document.
3. Profile types (A), (B), (C) & (D) are contained in "Profile Diagrams" in this document.

Banco Jackson Pty Ltd
AA1513 22 22 532 412
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
16 3205 Australia 07 20534 Eastern VIC
Tel (03) 8593 1400 Fax (03) 8593 5937





YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Michelle Mengato C/- GXS
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 0868370355
Rate Certificate No: 30934543

Date of Issue: 20/04/2025
Your Ref: 857/25/Soares

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
51 FAIRHAVEN AVE, BEVERIDGE VIC 3753	69\PS617320	5016047	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Water and Sewer Usage Charge <i>Step 1 – 31.000000kL x \$3.43420000 = \$106.46</i> Estimated Average Daily Usage \$1.11	20-12-2024 to 26-03-2025	\$106.46	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 4.000000kL x \$1.92590000 = \$7.70</i>	20-12-2024 to 26-03-2025	\$7.70	\$0.00
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44

Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$281.57
	Total for This Property		\$450.84

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Recycled water is available at this property

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

20th April 2025

Michelle Mengato C/- GXS
LANDATA

Dear Michelle Mengato C/- GXS,

RE: Application for Water Information Statement

Property Address:	51 FAIRHAVEN AVENUE BEVERIDGE 3753
Applicant	Michelle Mengato C/- GXS LANDATA
Information Statement	30934543
Conveyancing Account Number	7959580000
Your Reference	857/25/Soares

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	51 FAIRHAVEN AVENUE BEVERIDGE 3753
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	51 FAIRHAVEN AVENUE BEVERIDGE 3753
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

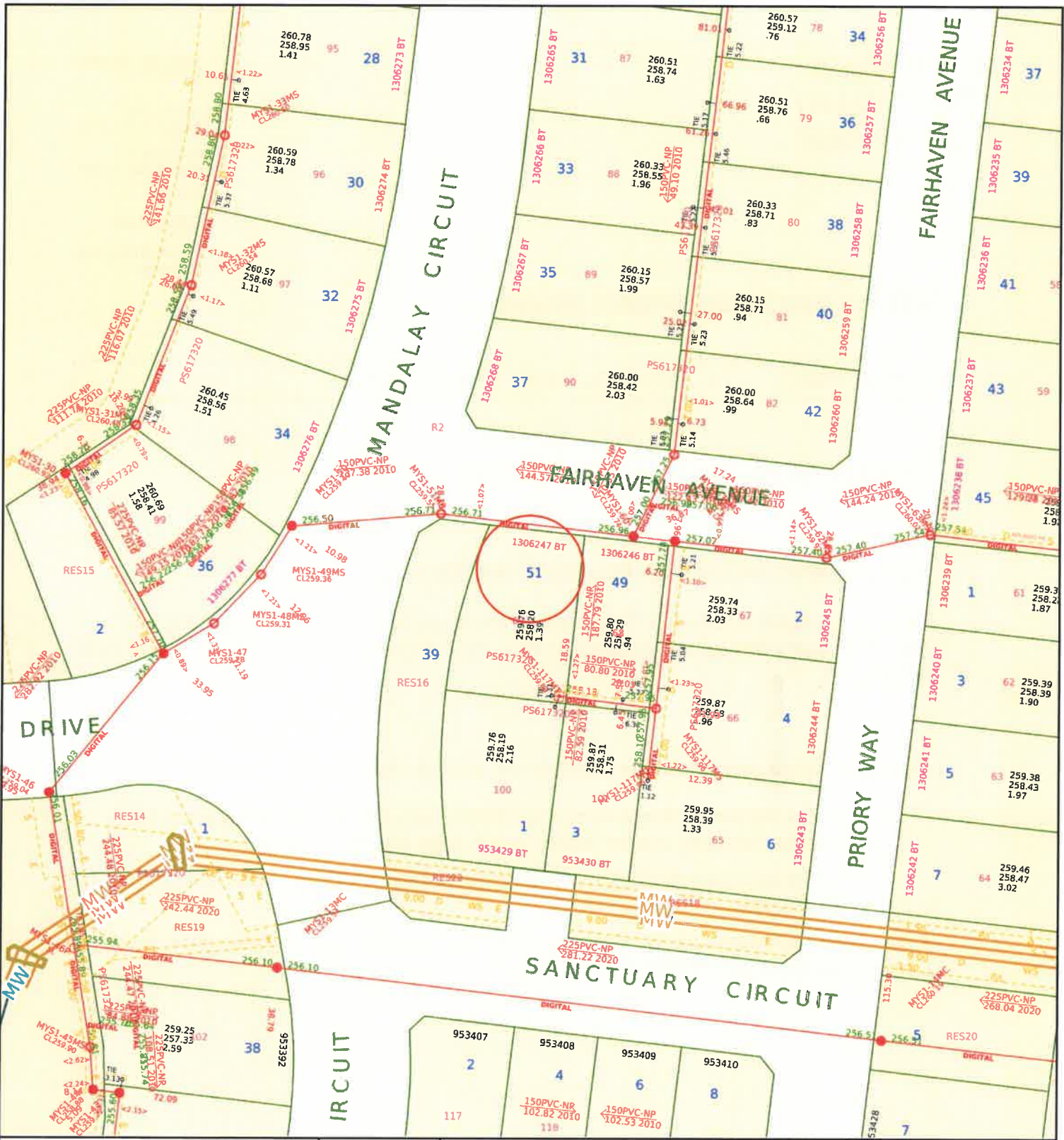
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.















**Yarra Valley Water
Information Statement
Number: 30934543**

Address	51 FAIRHAVEN AVENUE BEVERIDGE 3753
Date	20/04/2025
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

Existing Title	 Access Point Number	 GLV2-42	MW Drainage Channel Centreline	
Proposed Title	 Sewer Manhole		MW Drainage Underground Centreline	
Easement	 Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	 Sewer Offset		MW Drainage Natural	

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 5016047

Address: 51 FAIRHAVEN AVE, BEVERIDGE VIC 3753

Water Information Statement Number: 30934543

HOW TO PAY



Billor Code: 314567
Ref: 08683703552

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

From www.planning.vic.gov.au at 20 April 2025 04:35 PM

PROPERTY DETAILS

Address: **51 FAIRHAVEN AVENUE BEVERIDGE 3753**

Lot and Plan Number: **Lot 69 PS617320**

Standard Parcel Identifier (SPI): **69\PS617320**

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

Council Property Number: **118766**

Planning Scheme: **Mitchell**

Directory Reference: **Melway 667 F12**

www.mitchellshire.vic.gov.au

[Planning Scheme - Mitchell](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **KALKALLO**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)

[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 2 \(CDZ2\)](#)



CDZ - Comprehensive Development **UGZ - Urban Growth** **Water area**

Water course

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Further Planning Information

Planning scheme data last updated on 16 April 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Michelle Mengato
9 Penarth Court
CRAIGIEBURN 3064

Client Reference: 857/25/Soares

NO PROPOSALS. As at the 20th April 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

51 FAIRHAVEN AVENUE, BEVERIDGE 3753
SHIRE OF MITCHELL

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 20th April 2025

Telephone enquiries regarding content of certificate: 13 11 71

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

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38

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F
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: *ST/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

CLAYTON UTZ

AG754756L



**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 9288 6000

Clayton Utz
Lawyers
Level 18 333 Collins Street Melbourne VIC 3000 Australia
DX 38451 333 Collins VIC
T +61 3 9288 6000 F +61 3 9629 8488

www.claytonutz.com

Our reference 14708/14183/80051208

Legal\1067791\6.5

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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;

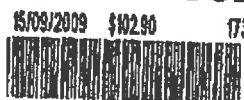
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- (f) a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- (g) a reference to a statute includes any statutes amending, 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 *Subdivision 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



- (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

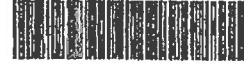
Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

- (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




Councillor


Councillor


Acting Chief Executive



TISHER LINER & CO.
LAWYERS

AG754756L

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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
DX 181 Melbourne

Telephone: (03) 9602 4055
Web: www.tisherliner.com.au

Facsimile: (03) 9670 6359
E-mail: office@tisherliner.com.au

PARTNERS: FRANK TISHER LL.B (1961) B.Com. Accredited Property Law Specialist
SIMON ABRAHAM LL.B (1978) B.Com. Accredited Commercial Litigation Specialist
ASSOCIATES: PHILIP I FAMAN LL.B (1978) B.Com. Accredited Commercial Litigation Specialist

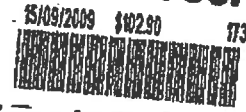
DENNIS LINER B.A. LL.B (1974) Accredited Commercial Specialist
JONATHAN TISHER LL.B (1961) B.Com. (1964)
PENNY GADNHALL LL.B (1988) B.Com. Accredited Commercial Litigation Specialist

ALAN GOLDSTONE LL.B
SAM REICHT

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



AG754783H 113 988



The information under statute... 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: STJWL 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

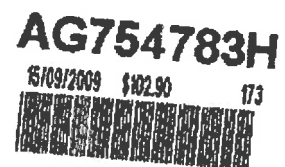
A copy of the Agreement is attached to this Application

Signature of Authority:

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

Date:

14th September 2009



CLAYTON UTZ

**Section 173 Agreement
(Developer Obligations)**

Beveridge Land Pty Ltd
ACN 116 838 661

Mitchell Shire Council

Subject Land: Mandalay Development, Beveridge

The Clayton Utz contact for this document is
Alison Kennedy on +61 3 9288 6000

Clayton Utz
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DX 39451 333 Collins VIC
T +61 3 9288 6000 F +61 3 9629 8488

www.claytonutz.com

Our reference 14709/14183/00051208

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This Agreement is made on 14th September 2009

Parties

Beveridge Land Pty Ltd ACN 115 838 861 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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- (i) 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

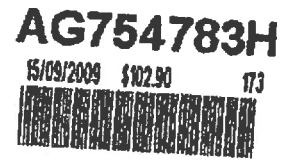
If the Owner has not complied with this Agreement within 20 Business Days after service of a notice by the Council specifying any non-compliance, the Owner covenants:

- (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.



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.

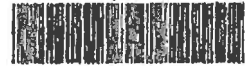
9.5 Jurisdiction

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:

Natalie Graham

Signature of Secretary/other Director

Natalie Graham

Name of Secretary/other Director in full

George Kline

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



[Signature]

Councillor

[Signature]

Councillor

[Signature]

ACTING Chief Executive

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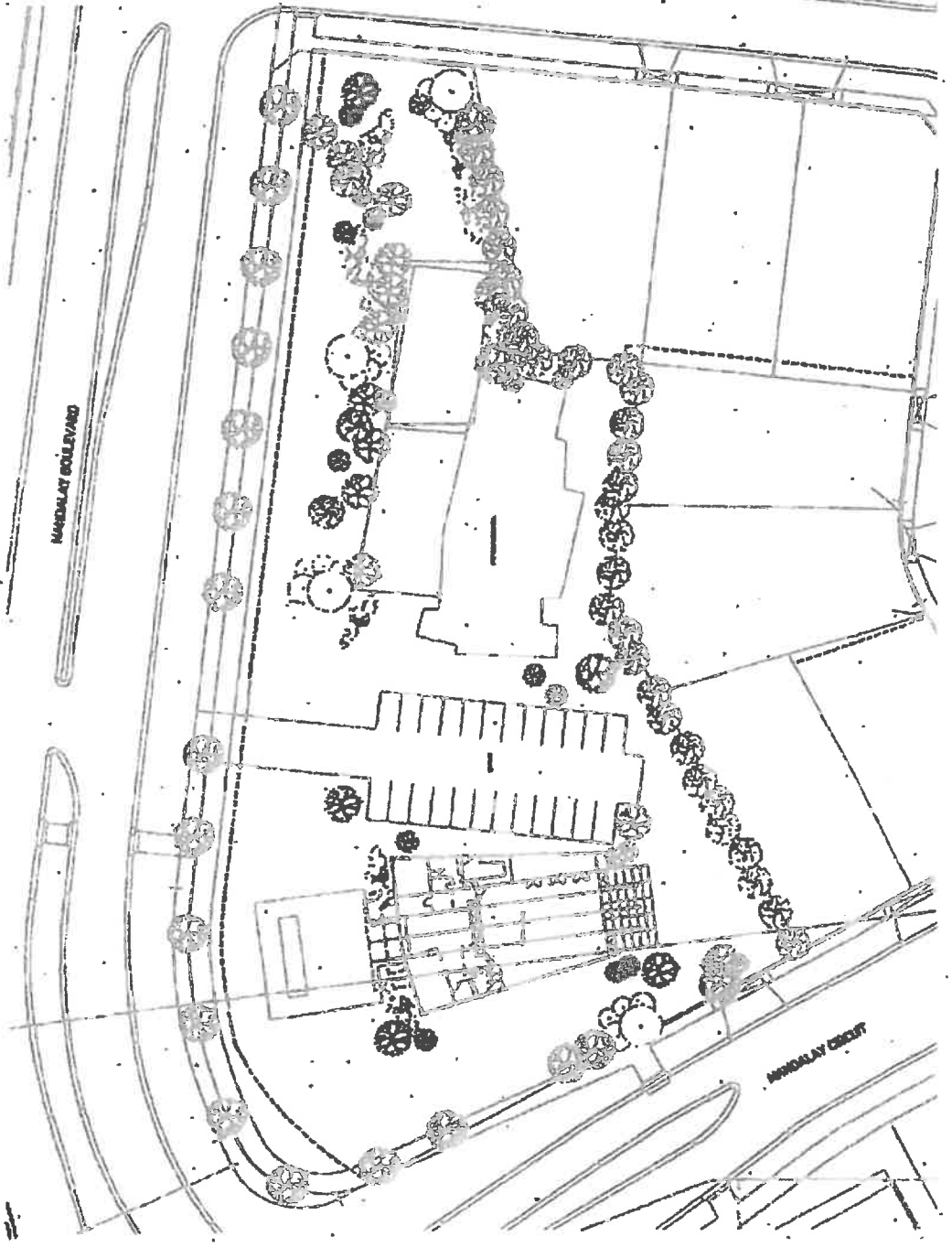
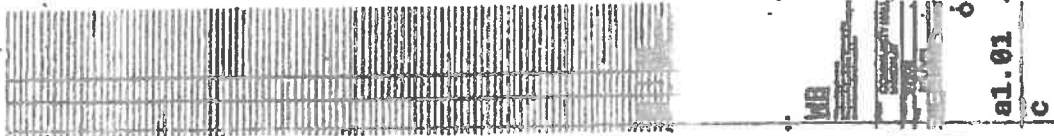
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Annexure 1 - Location of, Specifications for and timing of construction and provision of the Services and Facilities

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**Mitchell Planning Scheme
 Comprehensive Development Zone Schedule 2
 Beveridge Comprehensive Development Plan
 Provision of services and facilities**

FACILITY/SERVICE	WIDEN TO BE PROVIDED	EDUCATION
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.
Retail Floor Space 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.
Playground Facilities (5) 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.
Roads A. Upgrading of Hume Freeway Interchange at Beveridge, Stage 1. <ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> 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. 		
<p>Stage 2</p> <ul style="list-style-type: none"> 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. 	<p>When traffic volumes on northbound exit ramp exceed 2,000vpd.</p>	<p>Per Facility/Service description</p>
<p>Stage 3</p> <ul style="list-style-type: none"> Construction of one-lane circulation roundabout, with associated localised road widening, at the Camerons Road/Old Hume Highway/south bound entry ramp intersection. 	<p>When traffic volumes on Camerons Road under the overpass reach 3,000 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).</p>	<p>Per Facility/Service description.</p>
<p>Stage 4</p> <ul style="list-style-type: none"> 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. 	<p>When traffic volumes on the southbound entry ramp exceed 600 vph.</p>	<p>Per Facility/Service description.</p>
<p>B. Upgrading Lithgow Street between Freeway and Site.</p>	<p>As required by Responsible Authority.</p>	<p>Per Facility/Service description.</p>
<p>Public Transport</p> <p>Bus services to be provided linking the site to Beveridge from January 2011 for a period of three years.</p> <p>Services to be scheduled to cater for peak-hour and school times as well as day time services.</p>		


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FACILITY/SERVICE	WHEN TO BE PROVIDED	LOCATION
<p>Health Care Facilities</p> <p>Accommodation for visiting doctor and other health care professionals.</p>	<p>In conjunction with development of commercial precinct - when 600 lots sold.</p>	<p>In or adjacent to commercial precinct.</p>
<p>Aged Care Facilities</p>	<p>As market forces dictate</p>	<p>As indicated on concept plan.</p>
<p>Primary School</p>	<p>Site to be available for purchase by the Department of Schools Education after 600 lots are sold.</p>	<p>Adjoining Camerons Road within the general area marked on the concept plan.</p>
<p>Infrastructure Services</p> <p>Water Supply</p> <p>Sewerage System, including reticulation and treatment plant</p>	<p>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.</p>	
<p>Landscape buffer</p>	<p>The planting of trees shall be part of the first stage of development of the land.</p>	<p>Within the tree reserves shown around the boundaries of the land.</p>

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Annexure 2 - Standard Service Levels

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0. MANDALAY PARKS AND STREETSCAPES MAINTENANCE STANDARDS

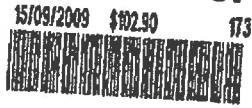
Scheduled Items

00.01 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.08 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 600mm.

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 health 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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0.22 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.

0.23 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.

0.24 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.

0.25 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

0.26 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 falling 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.

0.27 Insurance

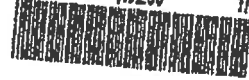
The Landscape maintenance contractor is advised to ensure adequate insurance to cover his work during the Maintenance and Establishment Period.

0.28 Urgent Works

Notwithstanding 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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0.29 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.

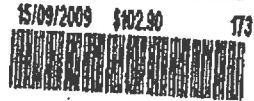
Annexure 3 - Design/Functional Brief

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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 operable 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
2 rooms @ 15 m² 30 m²
nominally included in above

- Uses:**
 - Office space for Kinder teacher and teaching assistant.
 - Room should have views directly into teaching spaces 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 spaces 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 nominally Area included in Pre-School figure
 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 nominally Area included in Pre-School figure
 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 area – 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 drainboard 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 zipper.

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Bathrooms - Kinder Dedicated


Area included in Pre-School figure
nominally 40 m²

To be to the satisfaction of DNS

- Uses:**
- Bead 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 fibreboard - 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

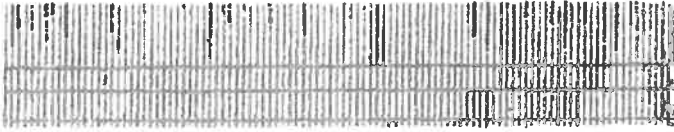
Area requirement 120 m²

- Uses:**
 - Dedicated area for child health doctor/nurse including 2 examination rooms, consulting room, receptionist, waiting room, store room, snail 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 laminets 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:**

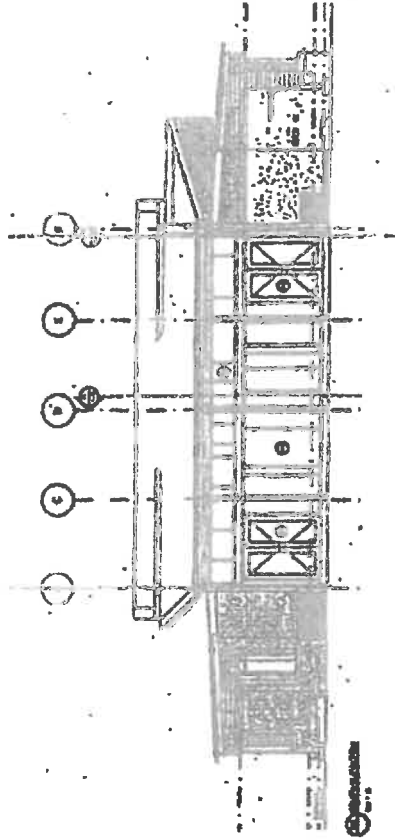
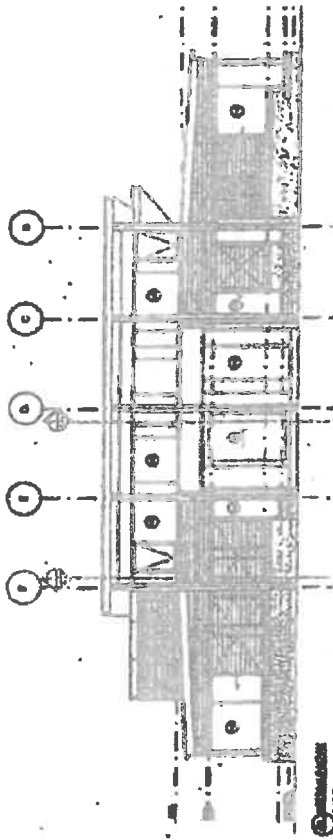
- Examination room 1	20 m ²
- Examination room 2	20 m ²
- Consultation	18 m ²
- Waiting	20 m ²
- Store room	15 m ²
- Snail Tea Prep.	5 m ²
- Toilet (to meet ODA requirements)	2 m ²
- Circulation	23 m ²
Total	120 m²

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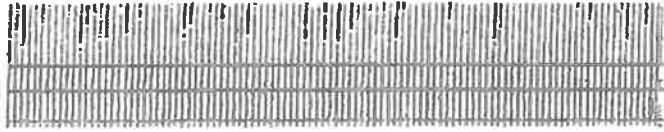


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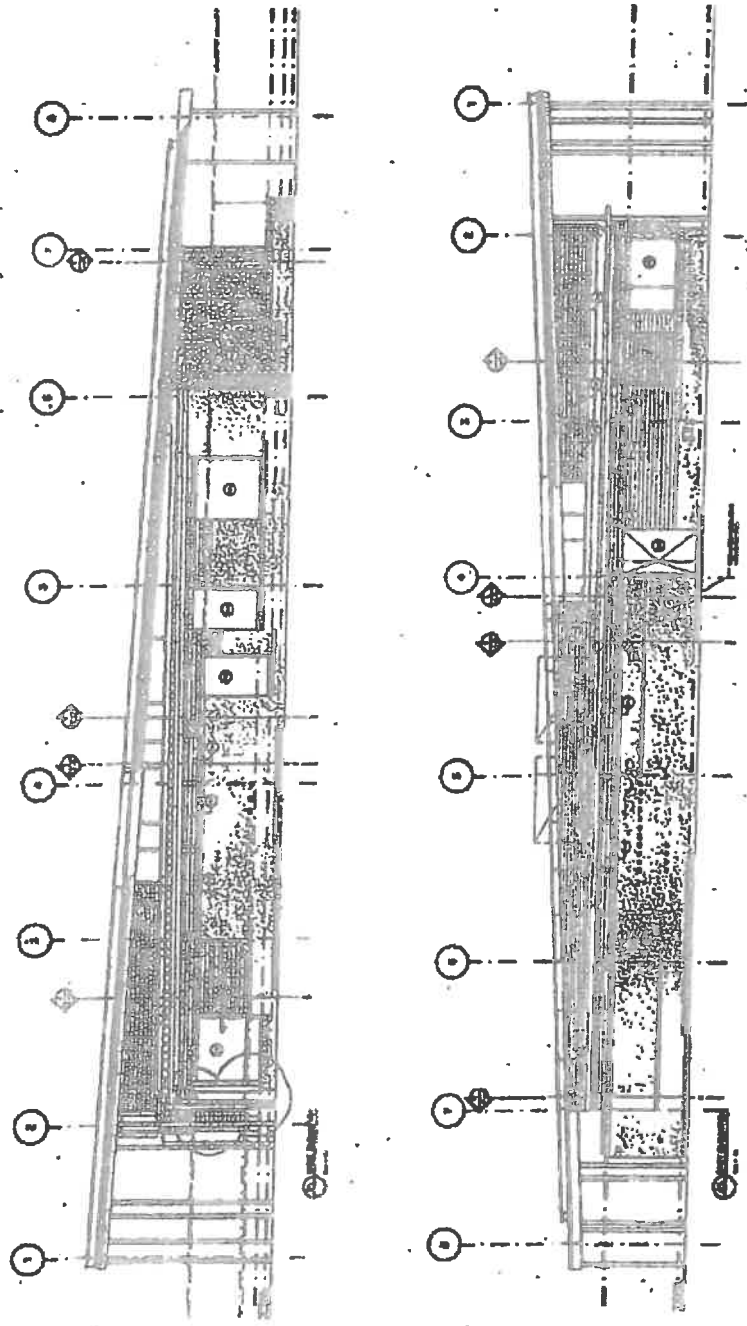
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Application to record an instrument

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

Privacy Collection Statement

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Lodged by

Name: *WARRICK MCGRATH*

Address: *8 NICHOLSON ST, EAST MELBOURNE 3002*

Reference:

Customer code: *237655*

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.

AT390573H

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 2 JULY 2020*

Signature *Warrick McGrath*

Execution Date *1/ July/2020*

Full Name of Witness

ANGUS WILLIAMSON
Witness Signature

[Handwritten signature of Angus Williamson]

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

AT390573H

Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
267/330	9426/840	11993/592	12031/670	12058/585	12139/773	12188/615
489/649	9426/841	11993/595	12031/684	12058/593	12139/782	12188/842
4477/215	9437/681	11993/599	12031/709	12058/607	12139/794	12192/259
4557/371	9455/031	11993/776	12031/710	12059/984	12142/003	12192/264
5725/815	9488/090	11993/782	12031/730	12059/998	12146/680	12192/275
5797/344	9491/076	11993/895	12031/751	12060/014	12146/687	12192/285
6979/775	9501/581	11993/909	12033/122	12060/026	12149/918	12192/289
6979/778	9506/355	11993/910	12033/130	12060/028	12152/830	12195/015
7370/976	9506/361	11993/917	12033/131	12060/030	12154/087	12195/017
7987/009	9523/503	11994/087	12033/134	12060/038	12154/090	12195/019
8039/764	9529/792	11994/088	12033/135	12060/045	12154/101	12195/028
8050/830	9546/806	11994/098	12033/137	12060/046	12154/108	12195/029
8120/800	9560/402	11994/107	12033/140	12060/058	12154/178	12195/048
8204/400	9566/912	11994/109	12033/143	12060/159	12154/222	12195/050
8231/931	9573/976	11994/113	12034/748	12060/178	12156/050	12195/052
8294/526	9575/536	11994/284	12034/814	12060/180	12156/277	12195/053
8296/362	9578/260	11994/292	12034/841	12060/186	12157/206	12195/055
8317/753	9589/179	11995/980	12034/848	12060/188	12157/207	12195/059
8389/271	9620/297	11995/986	12034/854	12060/205	12157/210	12195/067
8391/724	9623/604	11996/003	12036/717	12060/697	12157/211	12195/075
8399/452	9623/610	11996/008	12036/742	12060/703	12157/227	12195/854
8413/685	9626/999	11996/012	12036/743	12060/708	12157/236	12195/857
8452/930	9630/990	11996/949	12036/750	12061/457	12157/237	12195/947
8483/922	9646/838	11996/954	12036/761	12063/650	12157/240	12195/948
8485/437	9650/930	11996/962	12036/766	12064/405	12157/249	12195/961
8485/450	9658/242	11996/979	12036/881	12064/848	12157/252	12195/972
8485/452	9687/142	11998/322	12036/883	12064/849	12157/255	12196/104
8485/480	9708/147	12000/299	12036/960	12064/855	12162/564	12196/109
8485/482	9728/024	12000/300	12036/973	12064/866	12162/579	12196/129
8485/489	9749/373	12000/319	12036/977	12064/869	12163/447	12196/132
8485/491	9749/375	12000/332	12036/999	12064/885	12163/451	12196/134
8485/495	9758/764	12003/563	12037/008	12064/902	12163/456	12196/721
8485/509	9759/775	12003/566	12037/013	12066/758	12165/792	12196/726
8485/510	9762/887	12003/577	12037/026	12066/764	12165/795	12196/729
8485/511	9777/284	12003/585	12037/029	12066/766	12165/809	12196/736
8485/529	9794/590	12003/591	12037/030	12066/769	12166/111	12196/740
8485/530	9821/481	12004/440	12037/038	12066/771	12168/683	12200/379
8485/531	9823/138	12004/442	12037/040	12066/775	12168/687	12200/387
8485/543	9835/120	12004/452	12037/429	12066/780	12168/691	12201/188
8485/554	9840/915	12004/473	12037/431	12066/785	12168/697	12201/193
8485/557	9849/394	12005/050	12037/433	12066/801	12168/703	12201/197
8492/906	9873/599	12005/072	12037/448	12066/816	12168/714	12201/202
8500/938	9882/117	12005/075	12037/453	12067/317	12169/494	12201/208
8506/205	9904/374	12005/092	12037/458	12069/971	12169/503	12201/960
8520/174	9957/031	12005/362	12037/461	12075/241	12169/508	12201/964

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Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
8521/769	9957/060	12005/370	12037/477	12076/521	12169/512	12201/966
8521/771	9957/062	12005/371	12039/044	12076/529	12169/515	12201/971
8521/772	9957/065	12005/418	12039/047	12076/535	12169/580	12201/978
8521/790	9957/070	12005/424	12039/051	12078/634	12171/029	12201/983
8521/808	9972/232	12005/428	12039/062	12078/637	12171/033	12201/988
8521/811	9972/233	12005/429	12039/065	12078/646	12173/087	12201/990
8536/861	9983/217	12006/642	12039/078	12078/649	12175/547	12201/993
8543/793	9986/444	12006/656	12039/340	12078/666	12176/580	12201/998
8570/013	9994/848	12006/672	12039/341	12080/168	12176/659	12202/069
8570/016	10053/790	12007/323	12039/361	12080/185	12176/667	12202/071
8571/358	11594/602	12007/340	12039/369	12080/783	12176/671	12202/072
8576/384	11892/611	12008/367	12039/380	12082/370	12176/675	12202/073
8577/428	11892/618	12010/464	12039/402	12082/390	12176/696	12202/080
8577/429	11892/625	12010/468	12039/412	12082/396	12176/711	12202/091
8577/433	11984/493	12010/473	12039/417	12082/397	12176/714	12203/005
8577/441	11985/230	12010/477	12039/423	12082/398	12176/716	12204/592
8578/558	11985/237	12010/486	12039/436	12082/499	12176/740	12204/595
8602/112	11985/250	12010/490	12039/460	12082/508	12176/754	12204/597
8634/479	11985/255	12010/495	12039/463	12082/521	12176/757	12205/830
8644/931	11985/281	12010/504	12039/474	12083/108	12176/760	12205/840
8659/569	11985/287	12010/513	12039/475	12083/120	12176/770	12205/854
8673/640	11985/298	12010/695	12039/476	12083/128	12176/776	12205/862
8683/243	11986/641	12010/697	12039/479	12084/226	12176/780	12205/863
8687/085	11986/659	12010/705	12039/495	12084/488	12176/784	12205/867
8697/543	11986/664	12010/721	12039/496	12084/502	12176/787	12205/868
8708/989	11989/478	12010/735	12039/498	12084/506	12176/797	12205/869
8733/402	11989/486	12011/428	12039/502	12084/631	12176/806	12206/111
8742/591	11989/487	12011/434	12039/503	12084/642	12176/810	12206/568
8742/597	11989/492	12011/448	12039/515	12084/648	12176/818	12206/570
8755/777	11989/500	12011/455	12039/519	12084/652	12176/884	12206/946
8790/367	11989/503	12015/187	12040/278	12084/653	12176/890	12208/966
8792/431	11989/622	12015/193	12040/286	12084/656	12176/899	12208/979
8800/752	11989/743	12016/925	12040/287	12085/067	12176/904	12209/004
8810/130	11989/751	12017/362	12040/298	12086/709	12176/905	12209/005
8819/810	11989/758	12017/369	12040/300	12087/184	12178/391	12209/454
8820/220	11989/777	12017/371	12040/330	12087/193	12178/402	12209/521
8824/112	11989/914	12017/380	12040/344	12087/197	12178/521	12209/523
8824/129	11989/919	12017/486	12040/348	12087/203	12178/557	12209/527
8827/254	11989/923	12018/814	12040/541	12087/205	12178/668	12209/530
8834/701	11990/036	12018/826	12040/560	12087/227	12178/671	12209/532
8834/706	11990/084	12018/827	12040/564	12087/229	12178/750	12209/538
8838/341	11990/096	12018/918	12040/606	12087/454	12178/753	12209/540
8844/162	11990/097	12018/920	12040/614	12087/470	12179/078	12210/601
8855/797	11990/247	12018/932	12040/631	12089/443	12179/080	12210/603
8861/292	11990/255	12018/948	12040/635	12089/462	12179/081	12210/608

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Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
8865/999	11990/257	12019/535	12041/142	12089/467	12179/082	12210/617
8869/773	11990/325	12019/557	12041/171	12089/471	12179/085	12210/621
8879/780	11990/620	12019/564	12041/172	12089/604	12179/086	12210/628
8882/549	11990/622	12019/566	12041/698	12089/619	12179/096	12210/635
8900/290	11990/645	12019/714	12041/700	12089/823	12179/286	12212/912
8900/314	11990/670	12019/721	12043/053	12089/825	12179/289	12214/007
8901/129	11990/672	12019/724	12043/060	12089/834	12179/294	12216/281
8903/211	11990/686	12019/726	12043/061	12089/845	12179/295	12216/287
8908/716	11990/721	12019/733	12043/066	12089/846	12180/000	12216/289
8938/771	11990/734	12022/016	12044/407	12089/861	12180/037	12216/308
8939/586	11990/735	12022/018	12046/747	12089/882	12180/040	12216/312
8942/741	11990/747	12022/019	12047/733	12089/894	12180/044	12216/315
8948/242	11990/758	12022/020	12047/739	12089/905	12180/713	12216/319
8954/155	11990/794	12022/021	12047/748	12091/487	12180/784	12216/389
8959/678	11990/800	12022/029	12047/750	12091/504	12180/790	12216/394
8967/355	11991/316	12022/030	12047/901	12092/134	12180/792	12216/396
8978/618	11991/321	12022/031	12047/904	12095/700	12180/793	12216/565
8979/930	11991/322	12022/036	12047/910	12095/702	12180/797	12216/660
8989/867	11992/128	12022/423	12048/334	12095/728	12180/800	12216/662
9017/329	11992/135	12022/424	12050/542	12095/737	12180/895	12216/667
9023/189	11992/143	12022/432	12050/556	12095/751	12181/891	12216/678
9028/861	11992/149	12022/455	12050/559	12095/752	12181/892	12216/681
9028/862	11992/151	12022/456	12050/560	12097/881	12181/900	12216/683
9041/696	11992/153	12022/457	12050/615	12097/882	12182/482	12216/684
9047/011	11992/160	12022/458	12050/623	12097/886	12182/494	12216/692
9047/697	11992/297	12022/460	12051/169	12097/887	12182/495	12216/696
9050/024	11992/317	12022/623	12051/185	12097/890	12182/614	12216/701
9070/712	11992/325	12022/632	12051/387	12097/892	12182/619	12216/746
9075/435	11992/333	12022/638	12052/215	12097/899	12182/621	12216/767
9080/241	11992/335	12022/640	12052/226	12098/213	12182/624	12216/768
9085/344	11992/420	12023/379	12052/233	12099/784	12183/274	12216/781
9091/163	11992/423	12026/349	12052/238	12099/785	12183/277	12216/785
9101/032	11992/460	12026/351	12052/239	12099/798	12184/620	12216/792
9109/404	11992/461	12026/360	12052/248	12099/799	12184/647	12216/798
9112/677	11992/463	12026/363	12052/258	12099/804	12184/650	12216/810
9112/908	11992/469	12026/365	12053/383	12099/809	12185/882	12216/814
9131/866	11992/471	12026/367	12053/396	12099/826	12188/119	12217/250
9153/237	11992/472	12026/375	12053/397	12099/833	12188/131	12217/639
9153/238	11992/590	12026/400	12053/410	12099/850	12188/133	12217/644
9153/301	11992/600	12026/411	12053/442	12099/851	12188/136	12217/656
9168/757	11992/615	12026/978	12053/525	12099/861	12188/142	12217/657
9221/027	11992/620	12026/996	12053/533	12101/306	12188/179	12217/665
9231/039	11992/625	12027/360	12053/534	12101/307	12188/184	12217/668
9293/044	11992/634	12027/361	12053/539	12101/308	12188/186	12219/672
9329/687	11992/659	12027/368	12053/544	12101/316	12188/187	12219/673

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Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
9337/596	11992/686	12027/378	12053/548	12101/320	12188/535	12219/743
9338/923	11992/690	12031/630	12053/590	12103/593	12188/552	12219/746
9347/972	11992/698	12031/634	12058/524	12103/598	12188/582	12220/155
9405/343	11993/250	12031/645	12058/529	12103/599	12188/586	12220/171
9421/101	11993/278	12031/651	12058/530	12139/742	12188/587	12220/174
9421/102	11993/281	12031/662	12058/547	12139/751	12188/588	12220/178
9421/337	11993/292	12031/665	12058/581	12139/755	12188/604	12220/180
9421/686	11993/294	12031/669	12058/584	12139/762	12188/611	

Application to record an instrument

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

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.

Lodged by

Name: *WARRICK MCGRATH*

Address: *8 NICHOLSON ST. EAST MELBOURNE 3002*

Reference:

Customer code: *237655*

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

Warrick McGrath

Execution Date

11 July 2020

Full Name of Witness

ANGUS WILLIAMSON

Witness Signature

Angus Williamson

35271702A

MSA1

Page 1 of 1

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

AT390565G

Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI
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

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Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
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

AT390565G

Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI
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

AT390565G

Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI
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	



Valuations, Rates and Charges

1 July 2024 to 30 June 2025



J J Evans & M C Soares
 51 Fairhaven Avenue
 BEVERIDGE VIC 3753

025
 RO_135330

Issue Date
 26 July 2024

Property Number
 118766

Overdue Pay Now
 \$0.00

Property 51 Fairhaven Avenue, BEVERIDGE VIC 3753 Lot 69 PS 617320 Vol 11228 Fol 950			
Site Value	\$372,000	Market Level Date	01/01/2024
Net Annual Value	\$34,600	Valuation Effective Date	01/07/2024
Capital Improved Value (CIV)	\$692,000		
COUNCIL: Rates and Charges 2024/2025			
Standard Garbage Charge	1 x \$544.00		\$544.00
Gen Rate - General Land	\$692,000 x 0.00233444		\$1,615.40
Municipal Charge	1 x \$199.35		\$199.35
Total Council Rates and Charges 2024/2025			\$2,358.75
STATE GOVERNMENT: Fire Services Property Levy 2024/2025			
AVPCC: 110 - Detached Dwelling			
Fire Service Levy Residential Fixed	1 x \$132		\$132.00
Fire Service Levy Residential Variable	\$692,000 x 0.000087		\$60.20
Total State Government Fire Services Property Levy 2024/2025			\$192.20

Instalment 1
 Due 30/09/2024
 \$636.95

Instalment 2
 Due 30/11/2024
 \$638.00

Instalment 3
 Due 28/02/2025
 \$638.00

Instalment 4
 Due 31/05/2025
 \$638.00

Payments received after 22/07/2024 have not been deducted from the amount due on this notice.

Avoid late payment interest of 10% pa by paying your rates on time. Payment plans are available.

Total Amount Payable \$2,550.95

For more payment options please turn over. If you are having difficulties paying please contact Council.



Billers Code: 93807
 Ref: 1187665



Billers Code: 93807
 Ref#: 1187665
 INTERNET Go to www.bpoint.com.au
 PHONE: Phone 1300 BPOINT



Billpay Code: 9190
 Ref: 1187 6665



View and pay this bill using internet banking

BPAYView Registration No.: 1187665

To pay this bill – visit any Post Office, phone 13 18 16, or go to postbillpay.com.au.



*71 190 118766 65

Receive your rates notice via email
 Register now at mitchellshire.enotices.com.au with eNotices reference number
DC01BB5E2B

Resource Recovery Centre Vouchers 2024/25 see back.



YARRA VALLEY WATER
ABN 93 066 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

20th April 2025

Michelle Mengato C/- GXS
LANDATA

Dear Michelle Mengato C/- GXS,

RE: Application for Water Information Statement

Property Address:	51 FAIRHAVEN AVENUE BEVERIDGE 3753
Applicant	Michelle Mengato C/- GXS LANDATA
Information Statement	30934543
Conveyancing Account Number	7959580000
Your Reference	857/25/Soares

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	51 FAIRHAVEN AVENUE BEVERIDGE 3753
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	51 FAIRHAVEN AVENUE BEVERIDGE 3753
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STATEMENT UNDER SECTION 158 WATER ACT 1989

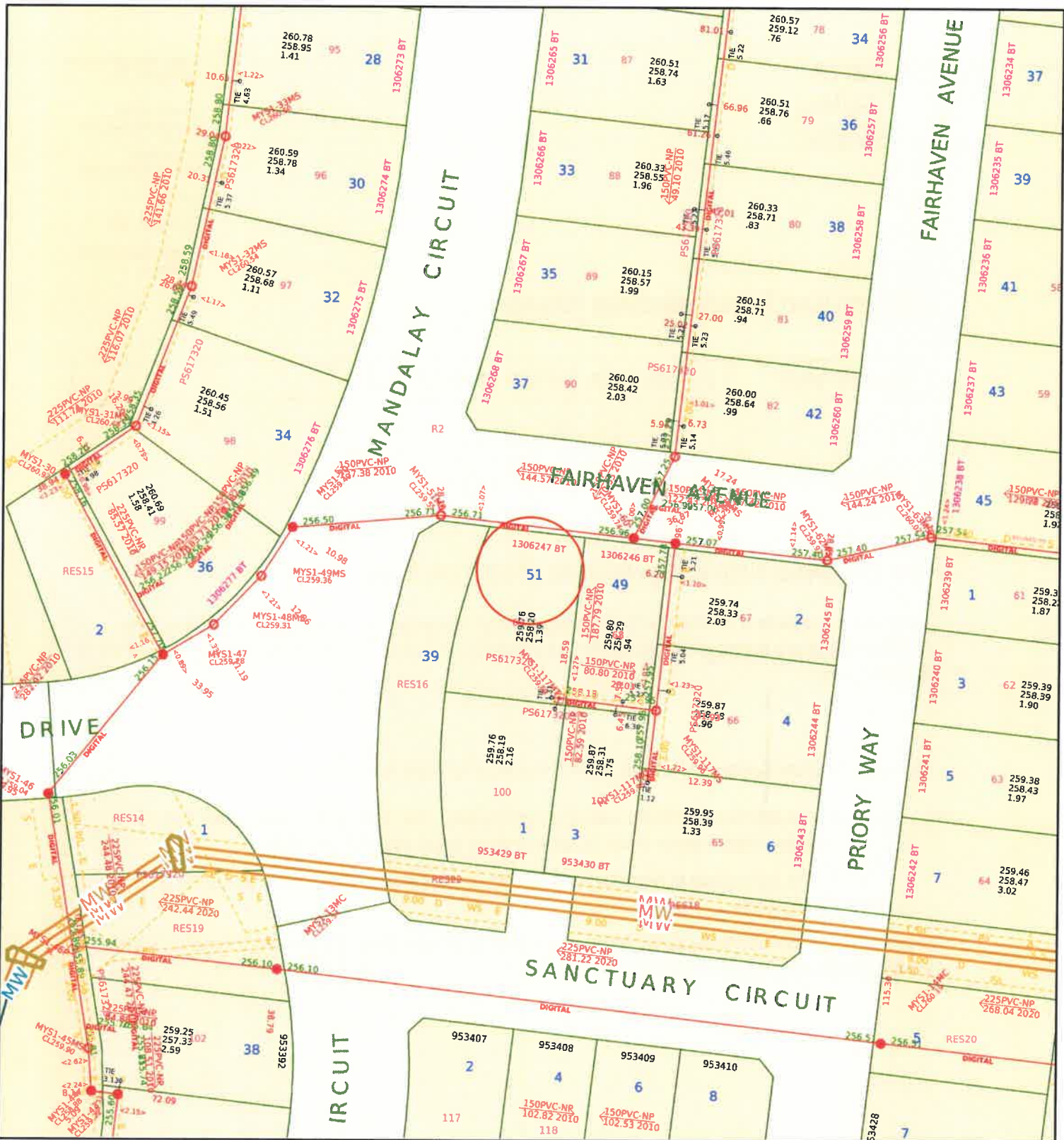
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water
Information Statement
Number: 30934543**

Address	51 FAIRHAVEN AVENUE BEVERIDGE 3753
Date	20/04/2025
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset		MW Drainage Natural Waterway	

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this

Michelle Mengato C/- GXS
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 0868370355
Rate Certificate No: 30934543

Date of Issue: 20/04/2025
Your Ref: 857/25/Soares

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
51 FAIRHAVEN AVE, BEVERIDGE VIC 3753	69\PS617320	5016047	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Water and Sewer Usage Charge <i>Step 1 – 31.000000kL x \$3.43420000 = \$106.46</i> Estimated Average Daily Usage \$1.11	20-12-2024 to 26-03-2025	\$106.46	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 4.000000kL x \$1.92590000 = \$7.70</i>	20-12-2024 to 26-03-2025	\$7.70	\$0.00
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44

Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$281.57
	Total for This Property		\$450.84



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Recycled water is available at this property

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 5016047

Address: 51 FAIRHAVEN AVE, BEVERIDGE VIC 3753

Water Information Statement Number: 30934543

HOW TO PAY



Bill Code: 314567
Ref: 08683703552

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 20 April 2025 04:35 PM

PROPERTY DETAILS

Address: **51 FAIRHAVEN AVENUE BEVERIDGE 3753**
Lot and Plan Number: **Lot 69 PS617320**
Standard Parcel Identifier (SPI): **69\PS617320**
Local Government Area (Council): **MITCHELL**
Council Property Number: **118766**
Planning Scheme: **Mitchell**
Directory Reference: **Melway 667 F12**

www.mitchellshire.vic.gov.au

[Planning Scheme - Mitchell](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **KALKALLO**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)

[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 2 \(CDZ2\)](#)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)



ICO - Infrastructure Contributions Overlay Water area Water course

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

Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999.

Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



Melbourne Strategic Assessment Area Water area Water course

Further Planning Information

Planning scheme data last updated on 16 April 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Michelle Mengato
9 Penarth Court
CRAIGIEBURN 3064

Client Reference: 857/25/Soares

NO PROPOSALS. As at the 20th April 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

51 FAIRHAVEN AVENUE, BEVERIDGE 3753
SHIRE OF MITCHELL

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 20th April 2025

Telephone enquiries regarding content of certificate: 13 11 71

Property Clearance Certificate

Land Tax



MICHELLE MENGATO

Your Reference: LD:76535716-015-8.857/25/SC
Certificate No: 89609639
Issue Date: 21 APR 2025
Enquiries: ESYSPROD

Land Address: 51 FAIRHAVEN AVENUE BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38312598	69	617320	11228	950	\$0.00

Vendor: JACK EVANS & MICHELLE SOARES
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR JACK JEFFREY EVANS	2025	\$372,000	\$0.00	\$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
 Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$692,000
SITE VALUE (SV):	\$372,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 89609639

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,566.00

Taxable Value = \$372,000

Calculated as \$1,350 plus (\$372,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,920.00

Taxable Value = \$692,000

Calculated as \$692,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY 	Billier Code: 5249 Ref: 89609639
Telephone & Internet Banking - BPAY®	
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	
www.bpay.com.au	

CARD 	Ref: 89609639
Visa or Mastercard	
Pay via our website or phone 13 21 61. A card payment fee applies.	
sro.vic.gov.au/paylandtax	

Property Clearance Certificate updates are available at sro.vic.gov.au/certificates

Property Clearance Certificate

Commercial and Industrial Property Tax



MICHELLE MENGATO

Your Reference: LD:76535716-015-8.857/25/Soare

Certificate No: 89609639

Issue Date: 21 APR 2025

Enquires: ESYSPROD

Land Address: 51 FAIRHAVEN AVENUE BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38312598	69	617320	11228	950	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$692,000

SITE VALUE: \$372,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 89609639

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



MICHELLE MENGATO

Your LD:76535716-015-8.857/25

Reference: /SOARE

Certificate No: 89609639

Issue Date: 21 APR 2025

Land Address: 51 FAIRHAVEN AVENUE BEVERIDGE VIC 3753

Lot	Plan	Volume	Folio
69	617320	11228	950

Vendor: JACK EVANS & MICHELLE SOARES

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 89609639

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 89609630

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 89609630

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

OWNERS CORPORATION CERTIFICATE

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

As at 5th May 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: 69
Unit Number this statement relates to: 51 FAI
Postal Address Level 51/360 Elizabeth Street Melbourne Victoria 3000

2. CERTIFICATE DETAILS

Vendor: Jack Jeffrey Evans, Michelle Claire Soares
Postal Address for Lot 69 51 Fairhaven Avenue Beveridge Victoria 3753
Purchaser:
Person requesting Certificate: MLM Conveyancing
Reference: (Ref: 857/25/Soares)
Address:
Fax:
E-mail: michelle@mlmconveyancing.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 69

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 69 are **1,568.82 per annum** commencing on 1 July 2024. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/24 to 30/09/24	385.66	N/A	Prev.Agent
01/10/24 to 31/12/24	385.66	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
01/07/25 to 30/09/25	392.60	01/07/25	To be Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 69.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 5th May 2025

For Plan No. 617320S - Lot 69

4. CURRENT LEVY POSITION FOR LOT 69

Fund	Balance	Paid To
Administrative	0.00	30 June 2025
Maintenance Fund	0.00	
BALANCE	0.00	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 69.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 69 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 5 May 2025:

Account / Fund	Amount
TOTAL FUNDS HELD AS AT 5 MAY 2025	\$1,420,365.37

8. INSURANCE

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

Policy	
Policy No.	46A918445BPK
Expiry Date	30-June-2025
Insurance Company	QBE
Broker	
Premium	510.00
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.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 5th May 2025

For Plan No. 617320S - Lot 69

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

OC engaged a structural engineer and obtained a forensic defect for the building and Roscon been appointed as a project manager to provide quotes for defects. The Owners corporation engaged a lawyer to proceed legal action against builder for defects.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 5th May 2025

For Plan No. 617320S - Lot 69

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



Common Seal
of Owners Corporation

05/05/2025

Date

ABN: 26830973051
Camerons Lane
Beveridge Victoria 3753

Accounts: 1300889227
Enquiries: 96161699
Body Corporate Services (VIC) Pty Ltd

MLM Conveyancing

5th May 2025

Dear MLM Conveyancing

Re: OWNERS CORPORATION CERTIFICATE - LOT 69, PLAN NO. 617320S

In response to your request, we now attach an Owners Corporation Certificate for Lot 69 in Plan No. 617320S dated 5th May 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

05/05/2025

Date

Owners Corporation for Plan No. 617320S

Cameron's Lane Beveridge Victoria 3753
 ABN/ACN 26830973051

DEBTOR STATEMENT - LOT: 69

OWNER: Jack Jeffrey Evans, Michelle Claire Soares
 For the period 1 Jul 2024 to 30 Jun 2025 - sorted by Due Date

Levy Account

Due Issue Date	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Maint Fund	BALANCE
17-10-24	17-10-24		Other Opening Balance		-398.75		-398.75
14-11-24	20-11-24		Journal Reversal Penalty - Opening balance Interest		-4.48		-403.23
12-12-24	18-12-24		Penalty		-3.06		-406.29
			Penalty		-3.06		-409.35
			TRANSFERRed Payment 805.04		805.04		395.69
01-01-25	12-11-24		Levies - normal	01-01-25 to 31-03-25	-398.75		-3.06
01-04-25	04-03-25		Levies - normal	01-04-25 to 30-06-25	-398.75		-401.81
			TRANSFERRed Payment 401.81		401.81		0.00
Balance as at 5 May 2025					0.00	0.00	0.00
					TOTAL ADMIN	TOTAL MAINT	TOTAL BALANCE
					\$ 0.00	0.00	0.00

* Invoice is a debt to the Lot

^ Invoice is a debt to the Sundry Debtor

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und



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

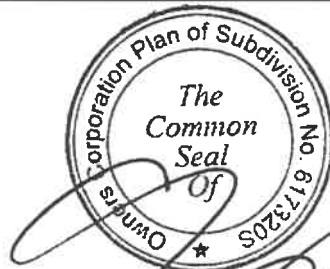
was affixed in accordance with Section 21 of the
Owners Corporation Act 2006 in the presence of:

Signature of Sole Lot Owner - Director
Beveridge Land Pty Ltd

Full Name: **MARIO BIASINI**

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

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

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

**OWNERS CORPORATION RULES OF OWNERS CORPORATION NO. 1
PS 617320S**

MANDALAY - BEVERIDGE

AH448929E



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;

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;

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;



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;
- (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.



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;

(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:

- (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;
- (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;

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(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;

- (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;
 - (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
 - (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.

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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,

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).
- (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.

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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:

- (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;
- (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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Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by

Sch. 2 rule 1.4
inserted by
S.R. No.
147/2021
reg. 14.

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.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2
rule 7(5)
amended by
S.R. No.
147/2021
reg. 15(3).

Sch. 2
rule 7(5A)
inserted by
S.R. No.
147/2021
reg. 15(4).

Sch. 2
rule 7(6A)
inserted by
S.R. No.
147/2021
reg. 15(5).

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

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.

Body Corporate Services (VIC) Pty Limited
ABN 35079654103

Po Box 444, Broadbeach QLD 4218

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bcs_melbourne@bcsm.com.au

Ph:(03)96161699



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

<u>Lot No</u>	<u>Name</u>
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

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

Body Corporate Services (VIC) Pty Limited | ABN 35079654103 | a: Po Box 444, Broadbeach QLD 4218
e: bcs_melbourne@bcsm.com.au | w: picagroup.com.au/bcs-strata-melbourne | p: (03)96161699

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



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
Step 8 How to log in next time	16

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 Android.



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:

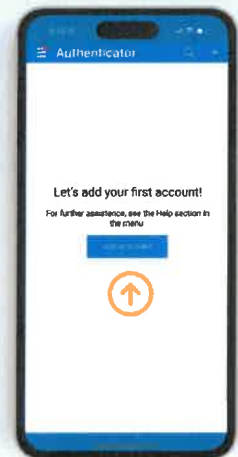
Go to Google Play Store and download the app on your phone.

[Click here](#) or scan the QR code to download on Android.



2 Add an account

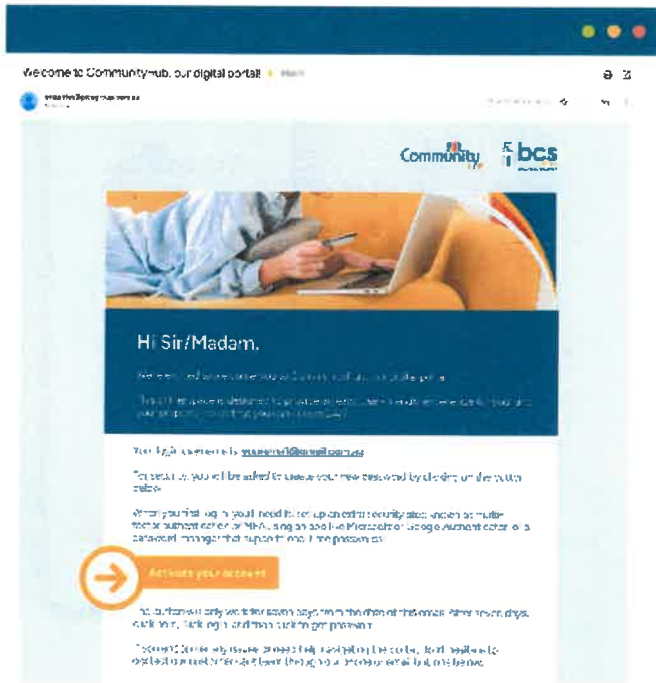
Once installed, open the app, and click 'Add Account'.



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.



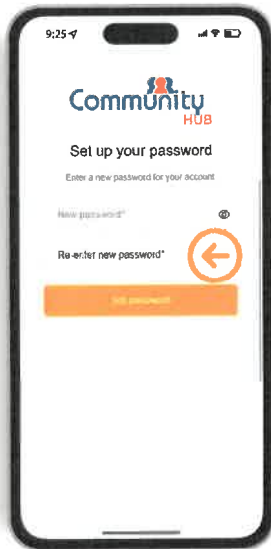
- 1 Clicking the 'Activate your account' button will open CommunityHub for the first time in your browser, where you will start setting up your CommunityHub account.



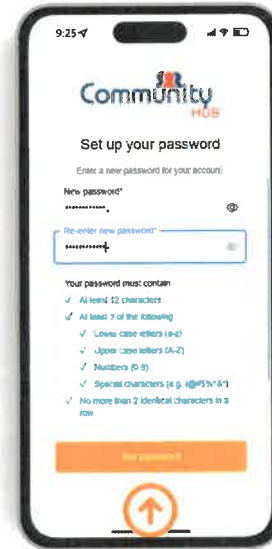
Step 3

Set a new password

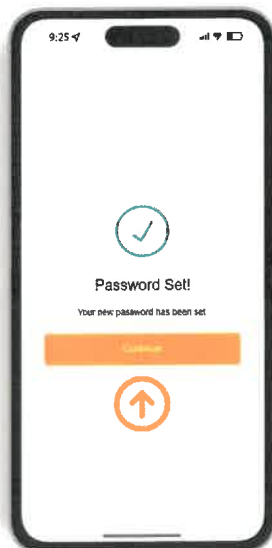
1 You will be asked to enter a new password to set up your account.



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.



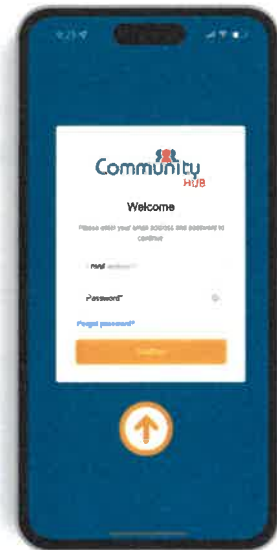
Step 4

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](#)).

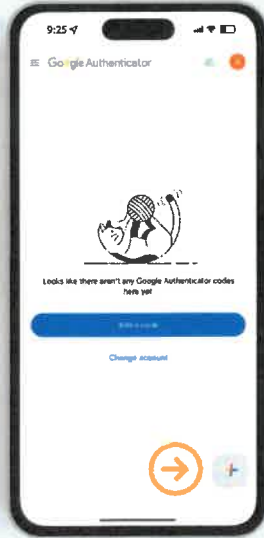


3 To link your account, open your chosen authenticator app from [step 1](#) to scan the QR code. Please note that using the normal camera app will not work for this. The QR code will generate a six-digit one-time code that you can put into your 'Enter 6 digit-code from your app' field in the CommunityHub 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.

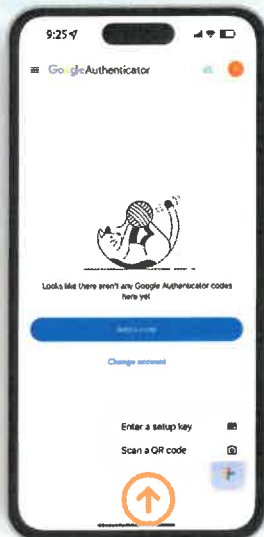


How to link your Google Authenticator App

- 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.

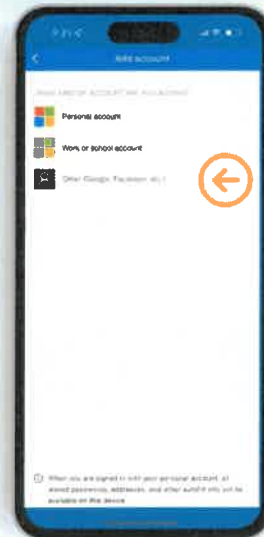


How to link your Microsoft Authenticator App

- 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.



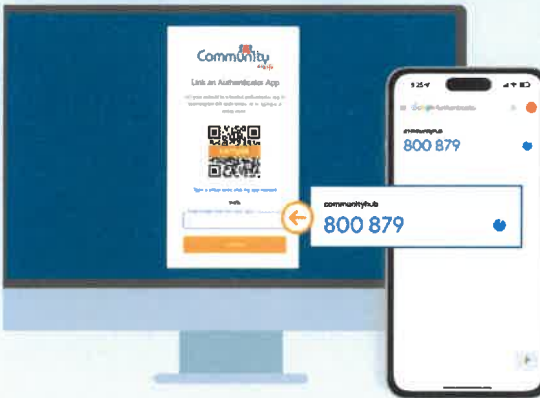
3 This will open up a QR code scanner. Scan the QR code displayed by the CommunityHub portal when you create your account step 4.



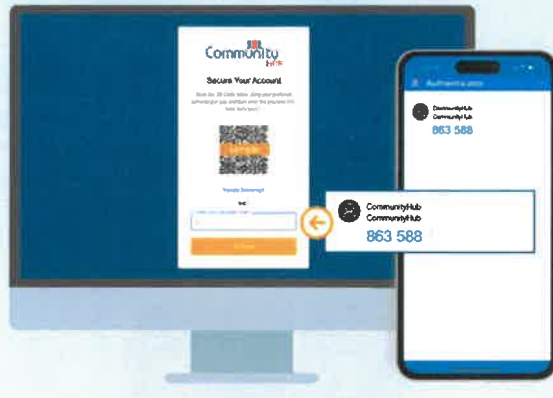
3 This will open up a QR code scanner. Scan the QR code displayed by the CommunityHub portal when you create your account in step 4.



4 On the home screen of the 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.



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.

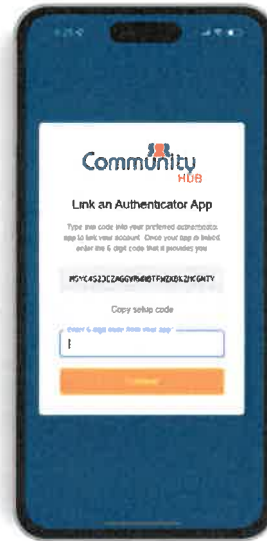


Step 5 (optional)

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.

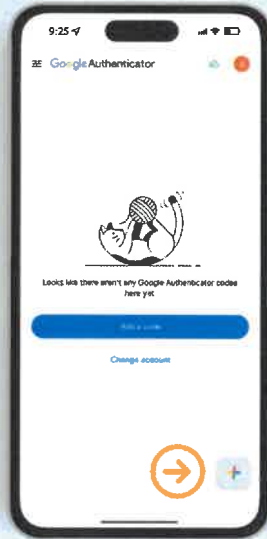


3 Copy or enter the setup code into your chosen authenticator app. This would then generate a six-digit one-time code that you can put into your 'Enter 6 digit-code from your app' field on the CommunityHub setup page. For more help completing this step in an authentication app, please view the following [Google Authenticator](#) and [Microsoft Authenticator](#) sections to learn more.

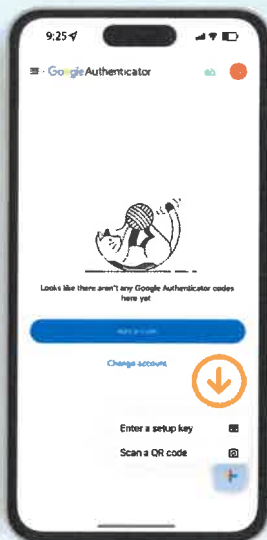


How to enter a code Google Authenticator App

- 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

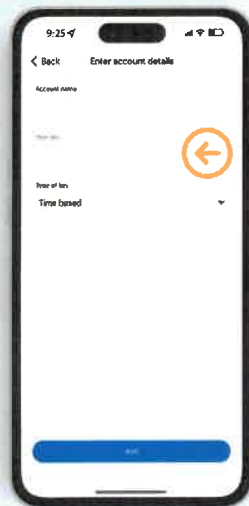
- 1 Open your Microsoft Authenticator app and select the plus (+) icon on the top right navigation bar.



- 2 Select the 'Other account (Google, Facebook, etc.)' option.



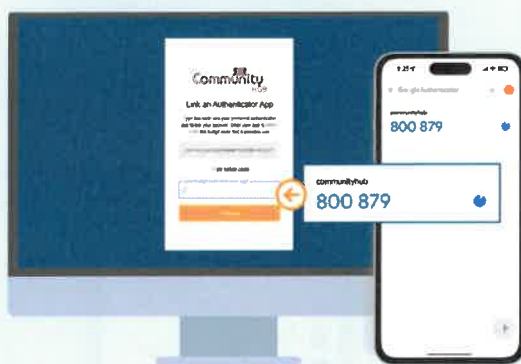
- 3 Add a recognisable account name and then copy and paste the recovery code from the CommunityHub set up page in step 5 into the 'Your key' field.



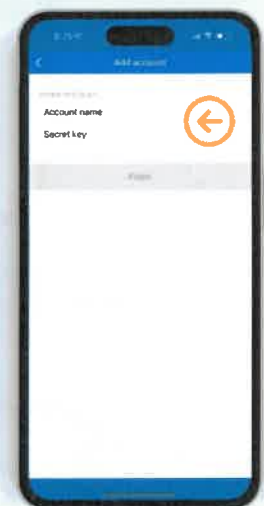
- 3 Click on the 'Or enter code manually' button below the QR code scanner.



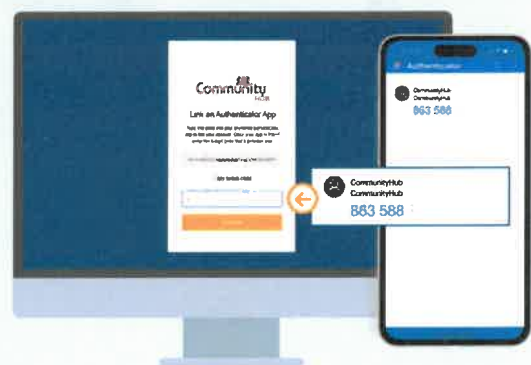
- 4 On the home screen of the Google Authenticator app, you should now have a six-digit code that you can type into the 'Enter six-digit code from your app' field in the CommunityHub set up page.



- 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.

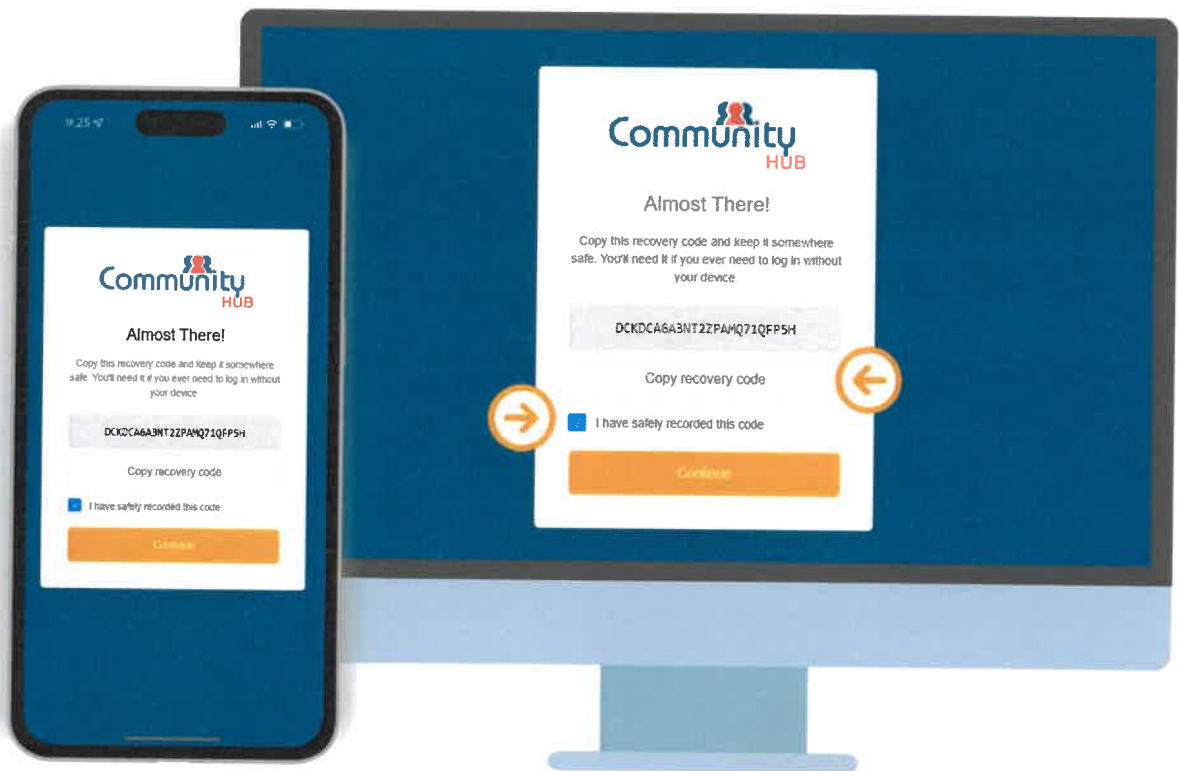


Step 6

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.

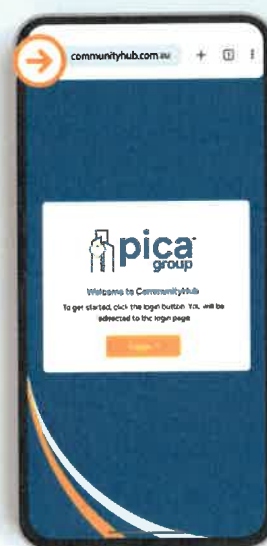


Android mobile device

- 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 Google Chrome app search bar pictured below.



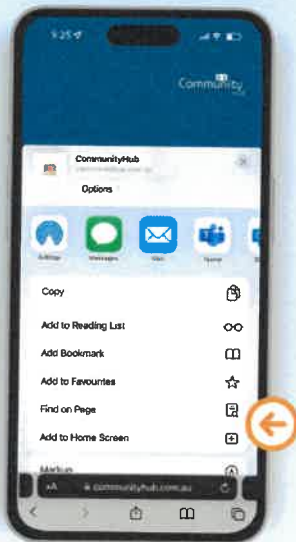
- 3 Click the share button in the middle of the navigation bar at the bottom of the screen. Please note: The navigation bar may be hidden depending on your settings. The tab bar should reappear when you scroll upwards on the screen.



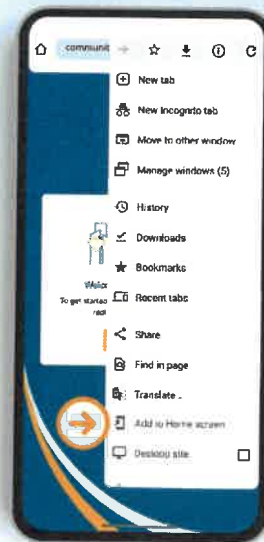
- 3 Click the three dots on the top right corner of the navigation bar. Please note: The navigation bar may be automatically hidden depending on your settings. The tab bar should reappear when you scroll downwards on the screen.



- 4 Scroll down the list of options and select the 'Add to Home 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.

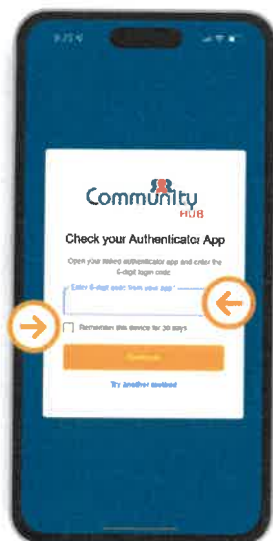
- 1 You will now be prompted to sign into your new CommunityHub account by clicking the 'login' button.
- 2 Sign into your new account using your associated email and type in the new password (created in [step 3](#)).



- 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.

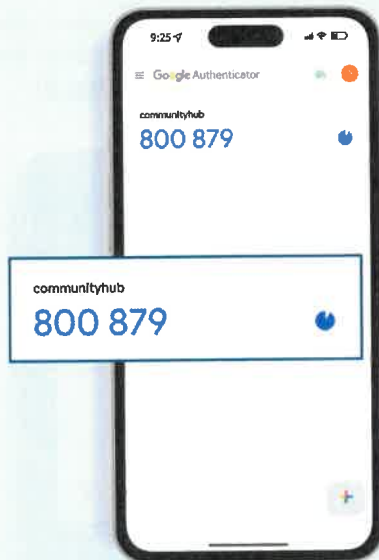
For more help completing this step in an authentication app, please view the following Google Authenticator and Microsoft Authenticator sections to learn more.

You can also choose to tick the 'Remember me for 30 days' to easily sign- in next time.

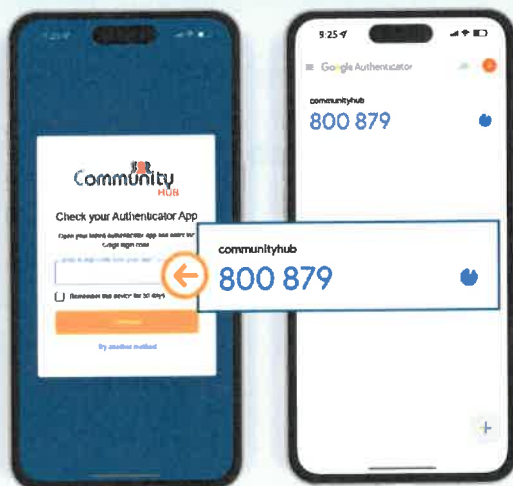


How to enter a one-time code from Google Authenticator

- 1 On the home screen of the Google Authenticator app, you should now have a six-digit code for CommunityHub after completing [step 4](#).

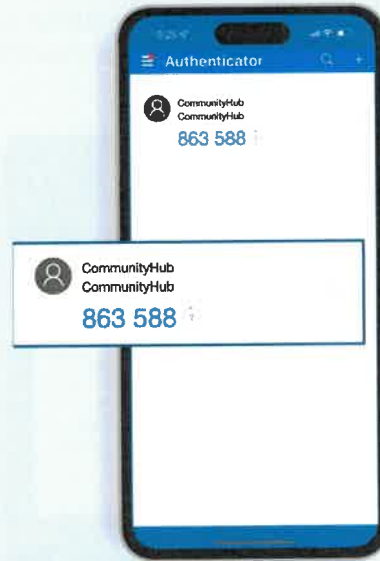


- 2 Type the six-digit CommunityHub code from the Google Authenticator app into the 'Enter your one-time code' field on the CommunityHub set-up page.

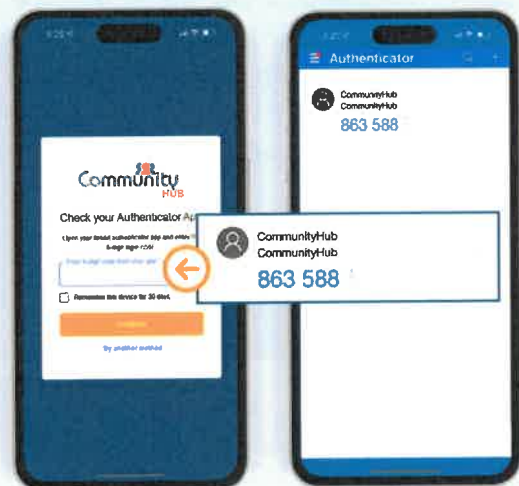


How to enter a one-time code from Microsoft Authenticator

- 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.

