

Contract of Sale of Real Estate

Adnan SENKUL & Kamuran SENKUL
Vendor

19 LIBERTY CRESCENT, BEVERIDGE 3753
Property

Vicland Conveyancing
Office 8/315 Barry Road
Campbellfield 3061

Tel : 9357 7500
Fax: 9357 9353
Our ref: 25692
info@viclandconveyancing.com.au

CONTRACT OF SALE OF REAL ESTATE

Property address: **19 Liberty Crescent Beveridge 3753**

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions in Form 2 of the Estate Agents (Contracts) Regulations 2008; and
- Vendor's Statement required by Section 32(1) of the Sale of Land Act 1962, as attached

and in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:
..... 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)

SIGNED BY THE VENDOR:
..... on/...../20.....

Print name(s) of person(s) signing: **Adnan SENKUL & Kamuran SENKUL**

State nature of authority, if applicable

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

IMPORTANT NOTICE TO PURCHASERS

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 or within 3 clear business days before or after a publicly advertised auction;
- 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 the 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 property.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day in which you become the registered proprietor.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: Chwyla Real Estate

Address:

Email:

Tel:

Mob:

Fax:

Ref:

VENDOR

Name: Adnan SENKUL & Kamuran SENKUL

Address: 19 Liberty Crescent Beveridge 3753

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Vicland Conveyancing

Address: Office 8/315 Barry Road, Campbellfield Victoria 3081

Email: info@viclandconveyancing.com.au

Tel: (03) 9357 7500

Mob: 0433 680 390

Fax: (03) 9357 9353

Ref: 25692

PURCHASER

Name:

Address:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

Email:

Tel:

Mob:

Fax:

Ref:

LAND (general conditions 3 and 9)

The land is –

Described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11820 Folio 163	2129	PS617320S
Volume	Folio	

OR

described in the copy title(s) and plan(s) attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: **19 Liberty Crescent Beveridge 3753**

GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

All fittings and fixtures as inspected.

PAYMENT (general condition 11)

Price \$

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

Balance \$ payable at settlement

GST (general condition 13)

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

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

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

SETTLEMENT (general condition 10)

is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision and certificate of occupancy (if applicable).

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 1.1.

If 'subject to lease' then particulars of the lease are*:

(*only complete the one that applies. Check tenancy agreement/lease before completing details)

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

OR

*periodic residential tenancy agreement determinable by notice

OR

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

TERMS CONTRACT (general condition 23)

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

LOAN (general condition 14)

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

Lender:

Loan amount: \$ Approval date: / /20.....

FORM 2
Estate Agents Act 1980 Regulation 5(a)
CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

- 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 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**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

- 3.1 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.
- 3.2 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.

4. Services

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. 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.

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of Security Interest

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must-
- Only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - Keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives -
- a release from the secured party releasing the property from the security interest; or
 - 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
 - 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.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- that -
 - the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - 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
 - that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 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 7.5 if -
- the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must

provide the vendor with a copy of the release at or as soon as practicable after settlement.

- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.”

8. 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.

9. General Law Land

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 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.

11.2 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;

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable 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 do 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 S27 of the **Sale of Land Act 1962** have been satisfied.

12.2 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.

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) 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
- (b) 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 does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

13.2 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 the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 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.

13.5 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.

13.6 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.

13.7 This general condition will not merge on either settlement or registration.

13.8 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.

14. Loan

14.1 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.

14.2 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 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.

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

15. Adjustments

15.1 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.

15.2 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.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

17.1 Any document sent by –

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

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
- (d) by email

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. 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.

20. 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.

21. Notices

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. 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.

23. Terms contract

23.1 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.

23.2 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.

24. Loss or damage before settlement

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

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 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 24.2 at settlement.

24.5 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.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

27.1 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.

27.2 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.

28. Default not remedied

28.1 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.

28.2 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.

28.3 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.

28.4 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.

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

SPECIAL CONDITIONS ("SC")

1. INTERPRETATION

In the interpretation of this 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;
- (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.

2. LAND IDENTITY

The purchaser admits that the land offered for sale and inspected 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.

3. 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(1) of the *Sale of Land Act 1962*.

4. 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 the vendor's 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 and negatived.

5. RESTRICTIONS

The property is sold subject to all easements, covenants, leases/licences, 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 structures or buildings are constructed over any easements prior to signing the Contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto.

6. CONDITION OF PROPERTY

The purchaser acknowledges:

- (a) the property and the chattels are purchased in their existing condition.
- (b) 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.
- (c) they have purchased the property as a result of their own inspections and enquiries and accept the land sold (including improvements thereon) in its present state of repair and condition.
- (d) they shall not be entitled to make any objection requisition or claim for compensation in respect of the condition or state or repair of the land and 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 or 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.

7. 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.

8. 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 on and no such information, representation or warranty has been relied on;
- (c) the Purchaser has relied on its own enquiries and inspection of the Property including all improvements, fixtures, fittings and 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 Purchaser's 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 purpose of the improvements, fixtures, fittings or Chattels.
- (g) This contract forms the entire agreement between the Vendor and the Purchaser.

9. DEFAULT

The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date under the Contract or at a time subsequently arranged by consent with their representative, the vendor will or may suffer the following losses and expenses which the purchaser shall pay, in addition to interest chargeable on the balance of purchase moneys in accordance with the terms of the Contract:-

- (a) The costs of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance calculated from the due date of settlement;
- (b) Interest payable by the vendor under any existing Mortgage over the property calculated from the due date of settlement;
- (c) Accommodation expenses necessarily incurred by the vendor;
- (d) Legal/conveyancing costs and expenses as between vendor's representative and the vendor;
- (e) Vendors legal costs of \$250.00 plus GST for delayed settlement and fee for rescheduling settlement after the contract date at \$150.00 plus GST and rescission costs (if applicable);
- (f) Penalties payable by the vendor to a third party through any delay in completion of the vendor's purchase of another property.

If the vendor gives to the purchaser a notice of default under this Contract, the default will not be remedied until remedy by the purchaser of the relevant default or if the default is incapable of remedy, compensation is paid to the vendor's satisfaction.

10. INTEREST ON DEFAULT

General Condition 26 does not apply to this Contract and instead, if the purchaser defaults in payment of any money due under this Contract the purchaser must pay to the vendor interest at the rate of 8% higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983* computed upon the money overdue during the period of default without the necessity for a demand and without prejudice to any other rights or remedies of the vendor.

11. ADJUSTMENTS AND OUTGOINGS

11.1 The purchaser must prepare and deliver to the vendor a statement of adjustments of the outgoings at least 5 business days before the settlement date together with copies of all current certificates for the outgoings.

11.2 If the purchaser does not comply with additional special condition 11.1:

- (a) the purchaser must pay the vendor's legal practitioner's additional costs of \$250.00 plus GST for urgent review of the statement of adjustments;
- (b) the vendor is not obliged to settle this contract until 5 business days after the date on which the purchaser delivers the statement of adjustments to the vendor; and
- (c) the purchaser must pay default interest under general condition 26 calculated from and including the date settlement is due to and including the date settlement actually occurs.

12. NOMINATION

To effect the nomination pursuant to general condition 18, the purchaser must deliver to the vendor's legal practitioner a copy of the nomination form duly executed by the named purchaser at least 14 days prior to settlement. The amount of \$300.00 plus GST in payment of the vendor's additional legal costs is required to effect any nomination.

13. SMOKE ALARMS

If the property includes a building to which Regulation 5.14 of the Building Regulations 1994 applies that required the installation of a self contained smoke alarm complying with AS3786-1993, it is agreed that the purchaser shall comply with the said Regulation, and the purchaser shall indemnify and keep the vendor indemnified against any non-compliance with the said Regulation.

14. STAMP DUTY - PURCHASERS BUYING UNEQUAL INTERESTS

14.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).

14.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

14.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

14.4 This Special Condition will not merge on completion

15. NOTICES

Any demand, notice or document by any party to this contract may be made or given by the representative for that party as set out in the contract or contract note or as otherwise advised to the other party and shall be sufficiently served or delivered if served or delivered personally or if posted by prepaid post addressed either to the party to be served or his said representatives at their respective addresses as named in the contract or contract note or as otherwise notified or if served in any other manner authorised by the Supreme Court Rules for service of documents upon parties on their legal practitioners.

16. GUARANTEE AND INDEMNITY

Where the purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the purchaser must simultaneously with the execution hereof obtain the execution of the Guarantee and Indemnity in the form annexed hereto by two of the directors of the purchaser company or one director and the company secretary of the purchaser company.

17. SETTLEMENT

17.1 Settlement shall take place no later than 5.00 pm (eastern standard time) on the settlement date failing which settlement shall be deemed to take place on the next business day.

17.2 Settlement shall take place at the offices of the vendor's representative or at such other place as the vendor directs.

17.3 The purchasers legal representative is required to provide all certificates when providing adjustments for the property.

18. SETTLEMENT AGENT APPOINTMENT

The purchaser acknowledges that the vendor has appointed Vicland Conveyancing as their agent for the purpose of completing this transaction and for directing the payment of all monies payable pursuant to this Contract. The purchaser and their representative acknowledge that they will not be entitled to request any further proof of this authority.

19. GOODS AND SERVICE TAX (GST)

The sale price for the property is exclusive of Goods and Services Tax ("GST"). Should GST be or become payable on the sale of this property the price will be increased by the amount of GST so payable.

19.1 In this clause "GST" refers to goods and services tax under "A New Tax System (Goods and Services) Act 1999/1 (GST Act) and the terms used have the meanings as defined in the GST Act.

19.2 The Purchaser acknowledges that the property is residential premises under the GST Act.

19.3 The Purchaser agrees that the property will from the date of completion continue to be residential premises under the GST Act.

19.4 In the event of the Vendor being liable for GST because of the Purchaser's failure to comply with special condition 19.3,

The Purchaser agrees to pay to the Vendor within 14 days after the Vendor's liability for GST on this sale being confirmed by correspondence or an assessment, the amount of GST, including any additional penalty and interest;

The Vendor will if requested by the Purchaser deliver to the Purchaser a tax invoice in a form which complies with the GST Act and the regulations.

19.5 This condition shall not merge with settlement but shall enure thereafter for the benefit of the Vendor.

20. FOREIGN INVESTMENT REVIEW BOARD

The purchaser warrants that the provisions of the Foreign Acquisition and Takeovers Act 1975 (Cth) do not apply to the purchaser or this purchase and indemnifies the vendor against any penalties, fines, legal costs, claims or loss or damage suffered by the vendor as a result of a breach of this warranty.

21. 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 person on behalf of the Vendor and which is not set out in this Contract is negatived and withdrawn. The Purchaser acknowledges that there is no other Contract agreement or collateral warranty subsisting at the time of 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.

22. SEVERABILITY

If any part of this contract becomes void or unenforceable or is illegal then that part must be severed from this contract and all parts which are not void, unenforceable or illegal remain in full force and effect.

23. 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.

24. GOVERNING LAW

This contract is governed by the laws of the State of Victoria.

GST NOTICE TO PURCHASER

The above property is either an existing residential premises or commercial premises and therefore the purchaser is not required to withhold GST.

GUARANTEE AND INDEMNITY

TO: The vendor as named in the contract to which this document is attached
("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and the chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor:

1. **HEREBY GUARANTEES** to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-
 - (a) **THAT** in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay same to the vendor.
 - (b) **THAT** in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
 - (c) **THE** guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained.
 - (d) **THAT** no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.
2. As a separate and continuing covenant, the guarantor hereby agrees to indemnify the vendor not only by reason of the non-payment by the purchaser of all monies payable or that may become payable under the said contract but also in respect of all costs charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser in relation to the said contract.

VENDOR:

PURCHASER:

GUARANTOR:

DATED the _____ day of _____ 2024

SIGNED SEALED AND DELIVERED by _____)
the said Guarantor(s) _____)
in Victoria in the presence of: _____)

Witness

SIGNED SEALED AND DELIVERED by _____)
the said Guarantor(s) _____)
in Victoria in the presence of: _____)

Witness

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

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.

Vendors Statement to the Purchaser of Real Estate

PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT ("THE ACT")

Vendor: **ADNAN SENKUL & KAMURAN SENKUL**

Property: **19 LIBERTY CRESCENT BEVERIDGE 3753**

1. Outgoings and Statutory Charges

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

- a. are as follows: or
are contained in the attached certificate/s.

<u>Authority</u>	<u>Amount</u>	<u>Interest</u>
1. Mitchell Shire Council	\$2,500.00 approx.	
2. Yarra Valley Water	\$refer to attached certificate	
3. Owners corporation fees	\$refer to attached certificate	

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property which the vendor might reasonably expect to have knowledge of are as follows:

- b. Their total does not exceed \$5,000.00 approx.
- c. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act including the amount owing under the charge:

2. Insurance details in respect of the land

- (a) if the contract provides the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

No such insurance has been effected
Particulars of vendor's insurance policy:

- (b) if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the **Building Act 1993** applies to the residence:

No such insurance has been effected.
Particulars of vendor's required insurance: **Not applicable**

3. Matters relating to land use

- (a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:
- i. Description: **refer to attached title search.**
 - ii. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: **None to the vendors knowledge.**
- (b) This land is within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.
- (c) There is access to the property by road.
- (d) in the case of land to which a planning scheme applies a statement specifying—
- (i) name of the planning scheme:
 - (ii) name of the responsible authority: **Mitchell Shire Council**
 - (iii) zoning of the land: **Comprehensive Development Zone**
 - (iv) name of any planning overlay affecting the land:
Refer to attached property report.

Are contained in the attached certificate/s.

4. Notices made in respect of land

- (a) Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the property of which the vendor might reasonably be expected to have knowledge:
- Not applicable.
- (b) whether there are any 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:
- Not applicable.
- (c) particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986*.
- Not applicable.

5. Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence): **Not applicable.**

6. Information relating to any owners corporation

The land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*

7. Growth areas infrastructure contribution

There is not a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*) - *Delete as appropriate

* Particulars of work-in-kind agreement: n/a

* Is contained in the attached certificate/s and / or notice/s: n/a

8. Disclosure of non-connected services

The following services **NOT** connected to the land are marked

- electricity supply
- gas supply
- water supply
- sewerage
- telephone services

9. Evidence of title

Attached are copies of the following document/s concerning Title:

- (a) in the case of land under the *Transfer of Land Act 1958*, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) in any other case, a copy of—
 - (i) the last conveyance in the chain of title to the land; or
 - (ii) any other document which gives evidence of the vendor's title to the land;
- (c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to sell the land;
- (d) in the case of land that is subject to a subdivision—
 - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (e) If the land is part of a staged subdivision, if the land is in the second or subsequent stage, a copy of the plan of the first stage

Please note additional requirements for staged subdivisions and further subdivisions within the meaning of the **Subdivision Act, 1988**.

PLEASE NOTE:

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

DATE OF THIS STATEMENT

16/10/2024

Name of the Vendor

ADNAN SENKUL & KAMURAN SENKUL

Signature/s of the vendor

x *Adnan Senkul Kamuran Senkul*
16/10/2024

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

DATE OF THIS ACKNOWLEDGMENT

/ / 20

Name of the Purchaser

Signature/s of the Purchaser

x

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

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

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

VOLUME 11620 FOLIO 163

Security no : 124116927860D
Produced 26/07/2024 08:16 AM

LAND DESCRIPTION

Lot 2129 on Plan of Subdivision 617320S.
PARENT TITLE Volume 11620 Folio 786
Created by instrument PS617320S Stage 21 15/09/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ADNAN SENKUL
KAMURAN SENKUL both of 411A CAMP ROAD BROADMEADOWS VIC 3047
AN161126R 07/10/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN161127P 07/10/2016
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS617320S 15/09/2016

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
AG754736L 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
AT390539K 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: 19 LIBERTY CRESCENT BEVERIDGE VIC 3753

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 22/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION 1 PLAN NO. PS6173205

DOCUMENT END

Delivered from the LANDATA® System by GlobalX Pty Ltd

PLAN OF SUBDIVISION		EDITION 46	PS 617320S	
LOCATION OF LAND		Council Name: MITCHELL SHIRE COUNCIL		
PARISH:	MERRIANG			
TOWNSHIP:	BEVERIDGE			
SECTION:	14			
CROWN ALLOTMENT:	69 (PART) & 71 (PART)			
CROWN PORTION:	13 (PART)			
TITLE REFERENCE:	VOL 11121 FOL 143			
LAST PLAN REFERENCE:	PC370188A			
POSTAL ADDRESS: (at time of subdivision)	CAMERONS LANE BEVERIDGE 3753			
MGA CO-ORDINATES: (of approx centre of land in plan)	E: 318 550 ZONE 65 N: 5 850 500			
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	DEPTH LIMITATION DOES NOT APPLY		
ROAD R1-R9, R12, R14-R21, R23, R27-41, R40, R41, R43, R41, R47	MITCHELL SHIRE COUNCIL	SURVEY: This plan is based on survey vide RP2120T & PS617320S/537 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 601, 917, 927 TO 1200, 1237 TO 1400, 1445 TO 1500, 1545 TO 1600, 1635 TO 1700, 1747 TO 1800, 1818 TO 1900, 1911 TO 2000, 2041 TO 2100, 2151 TO 2300, 2373 TO 2700, 2739 TO 2800, 2834 TO 2900, 2929 TO 3000, 3034 TO 3100, 3144 TO 3200, 3237 TO 3300, 3332 TO 3400, 3435 TO 3500, 3532 TO 3600, 3632 TO 3700, 3745 TO 3800, 3857 TO 3900, 3939 TO 4000, 4037 TO 4100, 4139 TO 6000, 6018 TO 6100, 6105, 6130 TO 6300, 6319 TO 8100, 8150 TO 9700, 81, 82 AND 84 TO 833, 835 TO 837 AND 839 TO 894 (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		
RESERVE No.1-7, 11-16, 18-24, 28-29, 31-32, 34, 36-37, 40-41, 43, 47, 50-51, 53-55, 58-61, 65 - 69 & 73	MITCHELL SHIRE COUNCIL			
RESERVE No.8-10, 17, 25-27, 30, 35 & 38-39	SPI ELECTRICITY PTY LTD			
RESERVE No.33	YARRA VALLEY WATER LIMITED			
RESERVE No.42, 46, 48, 52, 57, 64, 65 & 72	AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 054 651 119)			
STAGING: This is a staged subdivision.				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG	THIS PLAN	MITCHELL SHIRE COUNCIL
E-1	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
E-2	POWERLINE	SEE DIAG	THIS PLAN -SRC 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 ABN 18 601 071 360 Tel: +61 3 9516 6227 PO Box 3266, South Melbourne 3206 Suite 3, 150 Doodle Street Southbank VIC 3006 Australia lyssnagroup.com		DATE: 09/11/20	REFERENCE: AAD015	ORIGINAL SHEET SIZE: A3
		DRAWING: CM041AA	DRAWN BY: LS	SHEET 1 OF 81
		THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN		

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 1161 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

ABN 15 159 136 627
P.O. Box 5075, South Melbourne, Vic 3205
18 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992



LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE .. DIGITALLY SIGNED .. DATE / /

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

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 E-20	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	MITCHELL SHIRE COUNCIL YARRA VALLEY WATER CORPORATION
E-21 E-21 E-21	DRAINAGE SEWERAGE SUPPLY OF WATER BY PIPELINE	SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN THIS PLAN	MITCHELL SHIRE COUNCIL YARRA VALLEY WATER CORPORATION YARRA VALLEY WATER CORPORATION
E-22	DRAINAGE (MCP AA1107 APPLIES)	SEE DIAG	THIS PLAN	MELBOURNE WATER CORPORATION
E-23 E-23	SEWERAGE DRAINAGE (MCP AA1107 APPLIES)	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	YARRA VALLEY WATER CORPORATION MELBOURNE WATER CORPORATION
E-24 E-24	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	MITCHELL SHIRE COUNCIL 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 91 094 651 118
E-27 E-27	DRAINAGE POWERLINE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	MITCHELL SHIRE COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD ABN 91 094 651 118
E-28	POWERLINE	SEE DIAG	THIS PLAN -SEC 88 ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD
E-28 E-28	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	MITCHELL SHIRE COUNCIL 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

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY



Lyssna Group Pty Ltd
 ABN 18 628 622 192
 Tel: +61 3 9056 5499
 PO Box 1096, South Melbourne 3205
 Suite 3, 102 Doodle Street
 Southbank VIC 3006 Australia

LyssnaGroup.com

DATE: 09/11/20 REFERENCE: AA0015
 DRAWING: CM5041AA 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
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, 96 & 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 150	18
Lots 174 to 186 & 203 to 205	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 276	24
Lots 279 to 300	25
Lots 902 to 916 & 918 to 928	37
Lots 1201 to 1236	76
Lots 1401 to 1406, 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 1526	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 2926	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 3936	73
Lots 4001 to 4036	74
Lots 4101 to 4138	77
Lots 6001 to 6017	58
Lots 6101 - 6104, 6105A, 6106 - 6129	57
Lots 6301 to 6317	63
Lots 8101 to 8149	42, 43, 44, 69
Lots 9701 to 9711	47

LOT OR RESERVE NUMBER	SHEET NUMBER
93	7
934	37, 39, 72, 75
938	68
995 (PART 1)	6, 30, 36, 38, 39, 40, 47, 55, 77
995 (PART 2)	6, 75
995 (PART 3)	8, 26, 46
995 (PART 4)	8, 25, 26, 27, 34, 56, 61, 62
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	58, 71
Reserve No. 61 & 63	57
Reserve No. 64	74
Reserve No. 60, 66 & 67	72
Reserve No. 68 & 72	39
Reserve No. 69	75

KEY SHEET FOR EASEMENTS AND ROADS
FOUND ON SHEET 5

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY



Lyssna Group Pty Ltd
ABN 19 636011 131
Tel: +61 3 9516 6899
PO Box 1096, South Melbourne 3206
Suite 5, 302 Docks Street
Southbank VIC 3006 Australia

lyssnagroup.com

DATE: 09/11/20
DRAWING: CM1041AA

REFERENCE: AA0015
DRAWN BY: LS

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 R36	70
ROAD R37	70, 71
ROAD R38	68, 72
ROAD R39	73
ROAD R40	74
ROAD R41	77
ROAD R60	58
ROAD R63	63
ROAD R61	42, 43, 44
ROAD R67	47
E-1	7-12, 14-26, 28-33, 35, 36, 41, 47-49, 57, 63 & 72
E-2	5, 6, 9, 10, 12-18, 20, 24-32, 35, 38, 41, 67 & 61
E-3	7-14, 18-20, 26, 29, 34-36, 39, 40, 41, 46, 47, 61 & 62
E-4	5, 6, 10, 11, 25, 26, 27, 31, 33-36, 39-41, 56, 59, 60, 62, 63, 65-66, 70, 71, 73 & 75
E-5	9, 10, 18, 29, 35
E-6	12, 14
E-7	12
E-8	13, 18, 27, 46
E-9	10, 12, 41
E-10	13, 16, 46
E-11	13, 16, 27, 28
E-12	17, 19, 19, 20, 21, 23, 24, 25, 26
E-13	14, 15, 17, 19, 20, 23, 24, 25, 27, 29
E-14	14, 16, 29

ROAD OR EASEMENT NUMBER	SHEET NUMBER
E-15	27
E-16	27
E-17	27
E-18	40
E-19	5, 6, 36, 39
E-20	5, 8, 30, 37-39, 40, 45-58, 60-65 & 73-75, 77
E-21	38, 39, 41
E-22	50, 51
E-23	50, 51, 56
E-24	62
E-25	5, 6, 36, 54, 55, 56, 60, 62, 67, 72, 75
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	75

KEY SHEET FOR LOTS AND RESERVES
FOUND ON SHEET 4

MANDALAY

LICENCED SURVEYOR: ANDREW J. REAY



Lyssna Group Pty Ltd
 ABN 54 624 201 201
 Tel: +61 3 9516 9899
 PO Box 1056, South Melbourne 3205
 Suite 3, 102 Doolittle Street
 Southbank VIC 3006 Australia

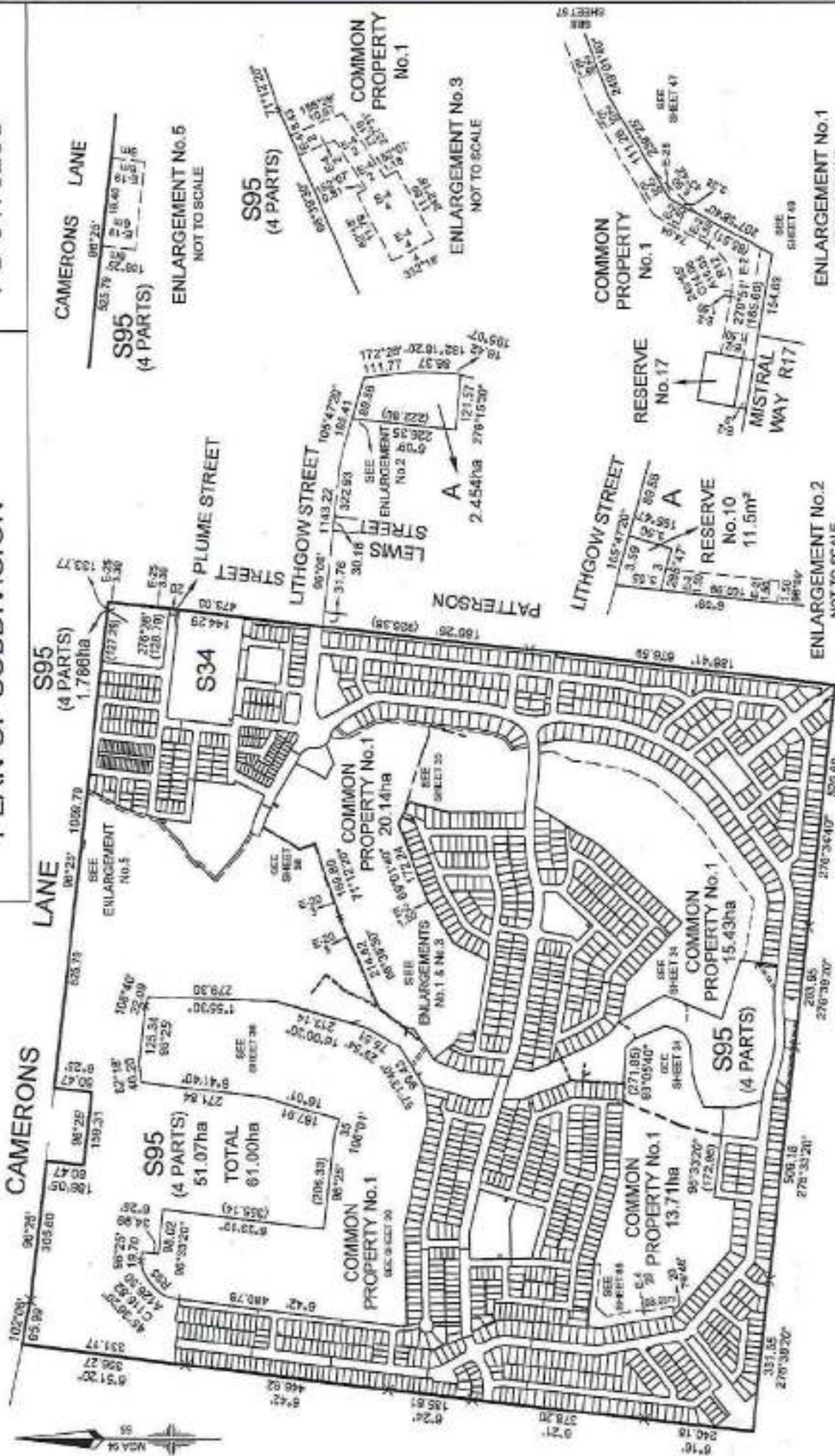
DATE: 09/11/20
 DRAWING: CM0041AA

REFERENCE: AA0015
 DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
 SHEET 5

PS 617320S

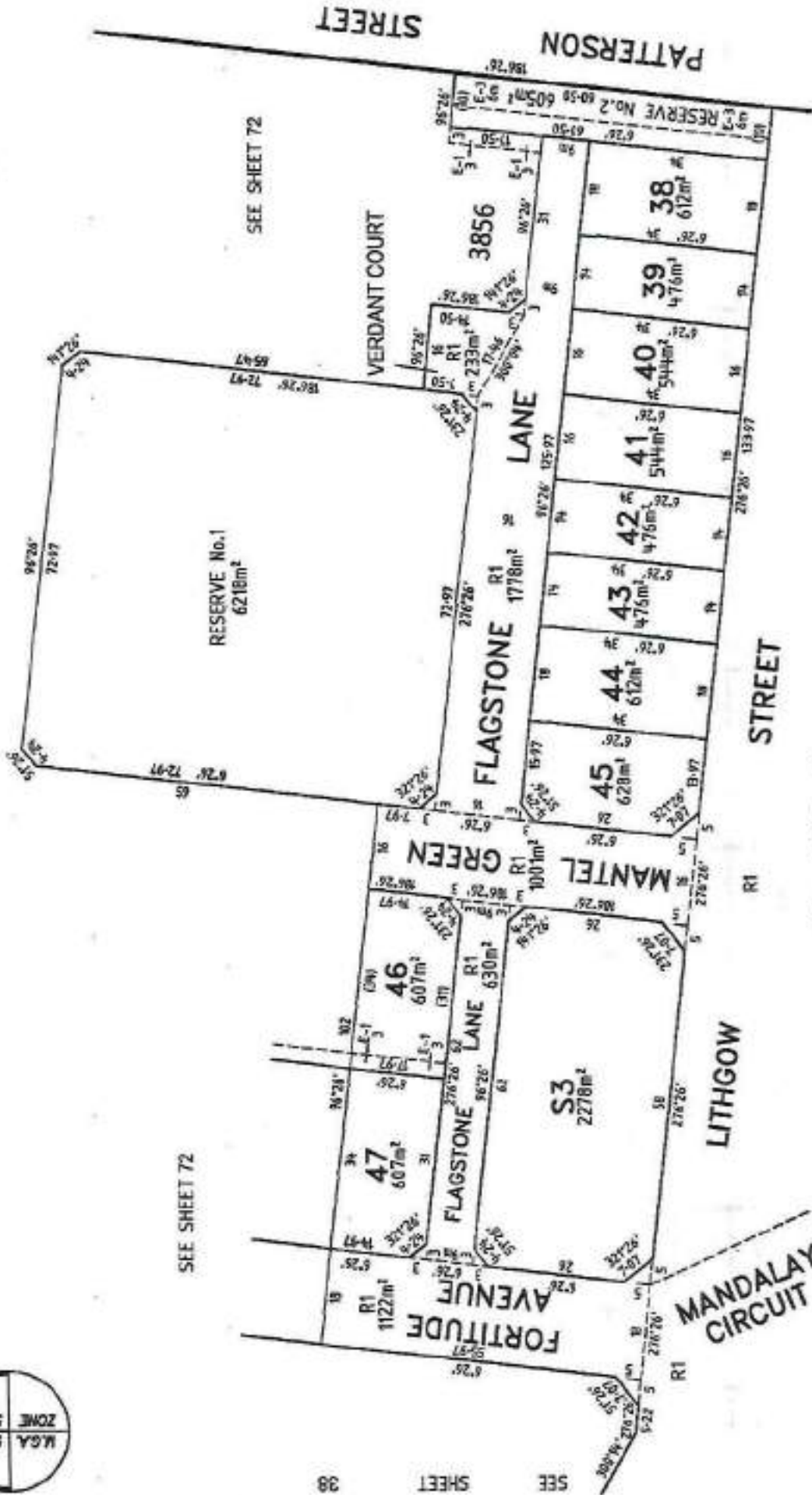
PLAN OF SUBDIVISION



<p>Lyssna Group Pty Ltd 141-143/145 St Tel: +61 8 8558 4999 PO Box 1068, South Melbourne 3206 Suite 3, 222 Bundoora Street Southbank VIC 3006 Australia lyssnagroup.com</p>	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 08/11/20 DRAWING: CM0041AA REFERENCE: AA0015 DRAWN BY: LS	SCALE 1:8000 0 50 100 200 300 METRES 1:80000 0 50 100 200 300 METRES	ORIGINAL SHEET SIZE: A3 SHEET 6
	ENLARGEMENT No. 5 NOT TO SCALE		

Plan Number
PS 617320S

PLAN OF SUBDIVISION



Sheet 7

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DIGITALLY SIGNED
 REF 24-610333 DATE 15/05/18
 DWG 24-61035EA MENSION A

SEE SHEET 8

SCALE



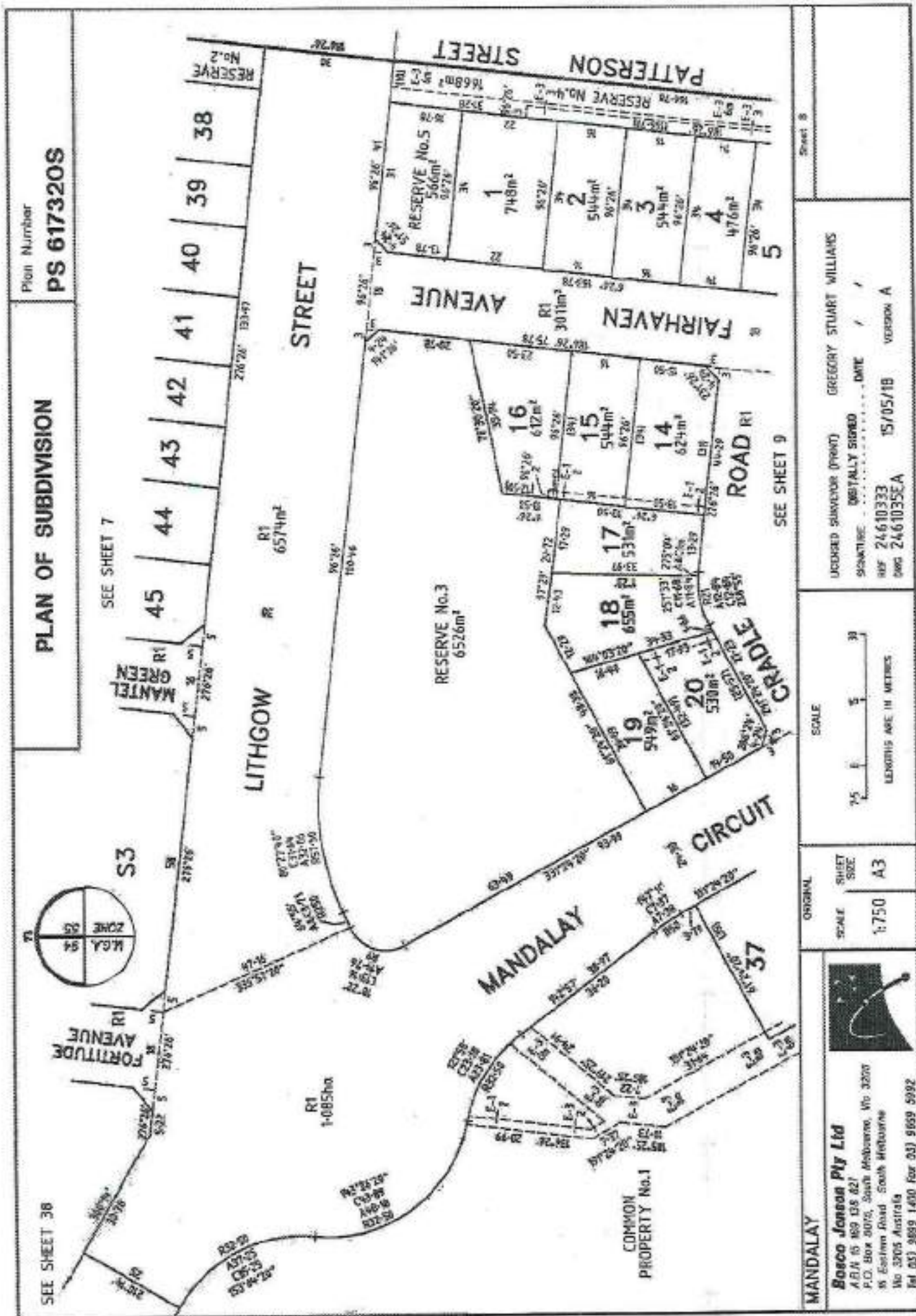
ORIGINAL

SCALE SHEET SIZE
1:750 A3

MANDALAY



Bosco Jonson Pty Ltd
 A.B.N 15 169 136 827
 P.O. Box 5075, South Melbourne, Vic 3202
 10 Eastern Road, South Melbourne
 VIC 3205 Australia
 Tel (03) 9699 1400 Fax (03) 9699 4592



Plan Number
PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 38

SEE SHEET 7

SEE SHEET 9

Sheet 8

ORIGINAL

SCALE

SHEET SIZE

MANDALAY

UNDERSIGNED SUBDIVIDER (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE *[Signature]* DATE / /
 REF 24610333 15/05/18 VERSION A
 DMS 2461035EA

SCALE
 1:750
 LENGTHS ARE IN METRES



Bosco Jonson Pty Ltd
 A.B.N 15 889 135 821
 P.O. Box 3076, South Melbourne, Vic 3207
 16 Eastlawn Road, South Melbourne
 Vic 3205 Australia
 Tel 051 9899 1400 Fax 031 9859 5992

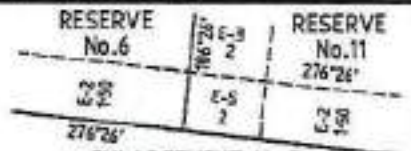
PLAN OF SUBDIVISION

Plan Number

PS 617320S



SEE SHEET 8



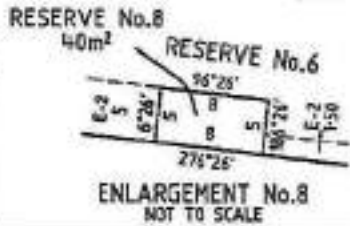
ENLARGEMENT No.7
NOT TO SCALE




COMMON PROPERTY NO. 1

MANDALAY

Bosco Jonson Pty Ltd
 A.B.N 15 109 138 827
 P.O. Box 5075, South Melbourne, Vic 3205
 15 Eastern Road South Melbourne
 Vic 3206 Australia
 Tel (03) 9695 1400 Fax (03) 9698 5892

ORIGINAL	SCALE
SCALE	SHEET SIZE
1:750	A3
 <p>LENGTHS ARE IN METRES</p>	

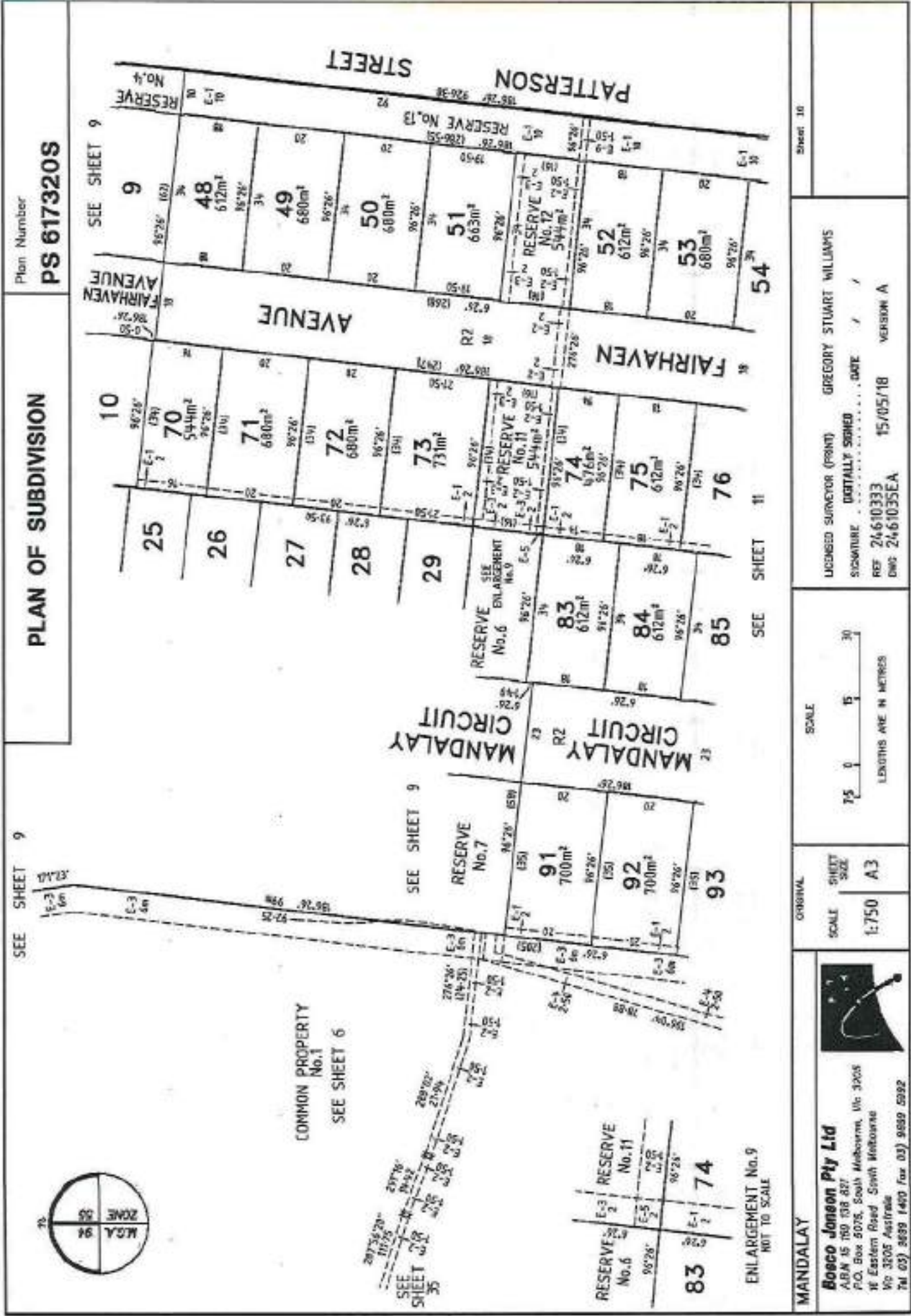
LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 24610333 15/05/18 VERSION A

DWC 2461035EA

Sheet 9



Plan Number
PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 9

SEE SHEET 9

ENLARGEMENT No.9
NOT TO SCALE

Sheet 10

ORIGINAL

SCALE



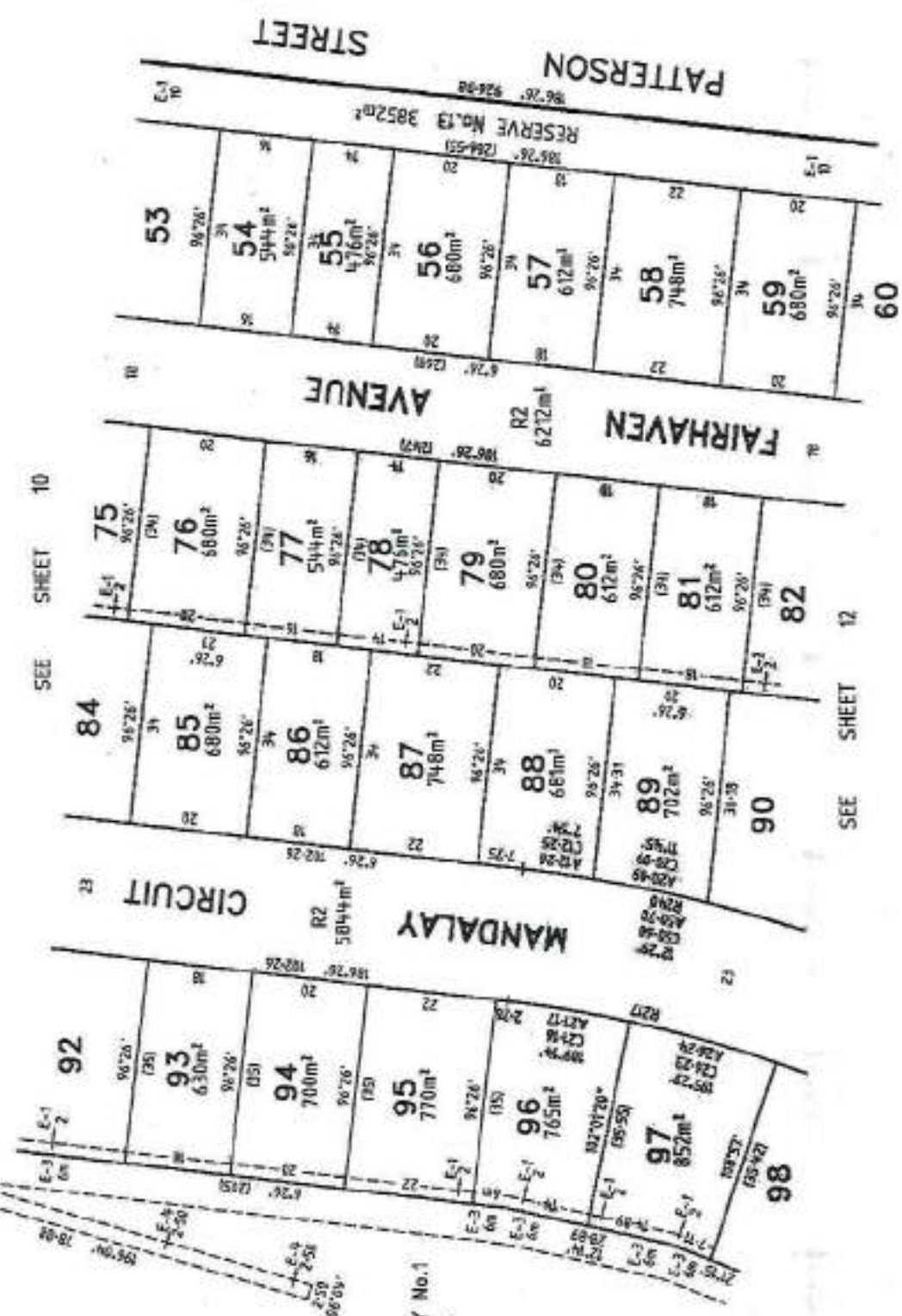
Bosco Jonson Pty Ltd
 A.B.N. 15 150 138 827
 P.O. Box 5075, South Melbourne, Vic. 3205
 11 Eastern Road - South Melbourne
 Vic 3205 Australia
 Tel 03) 8539 1400 Fax 03) 9559 5992

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

SCALE 1:750 A3
 SHEET SIZE
 LENGTHS ARE IN METRES
 75 0 15 30

Plan Number
PS 617320S

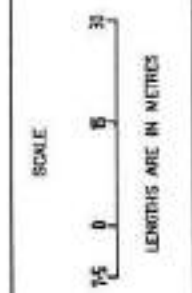
PLAN OF SUBDIVISION



COMMON PROPERTY No.1
SEE SHEET 6

Sheet 11

DESIGNED SURVEYOR (PROF) GREGORY STUART WILLIAMS
 DIGITALLY SIGNED
 SIGNATURE DATE / /
 REF 24.610333 15/05/18 VERSION A
 DWG 24.61035EA



ORIGINAL SCALE SHEET SIZE
 1:750 A3



MANDALAY
Bosco Jonson Pty Ltd
 A.B.N 55 889 838 827
 P.O. Box 8074, South Melbourne, Vic 3205
 18 Esplanade Road, South Melbourne
 No 3205 Australia
 Tel 03) 9899 1400 Fax 03) 9899 5982

Plan Number
PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 11

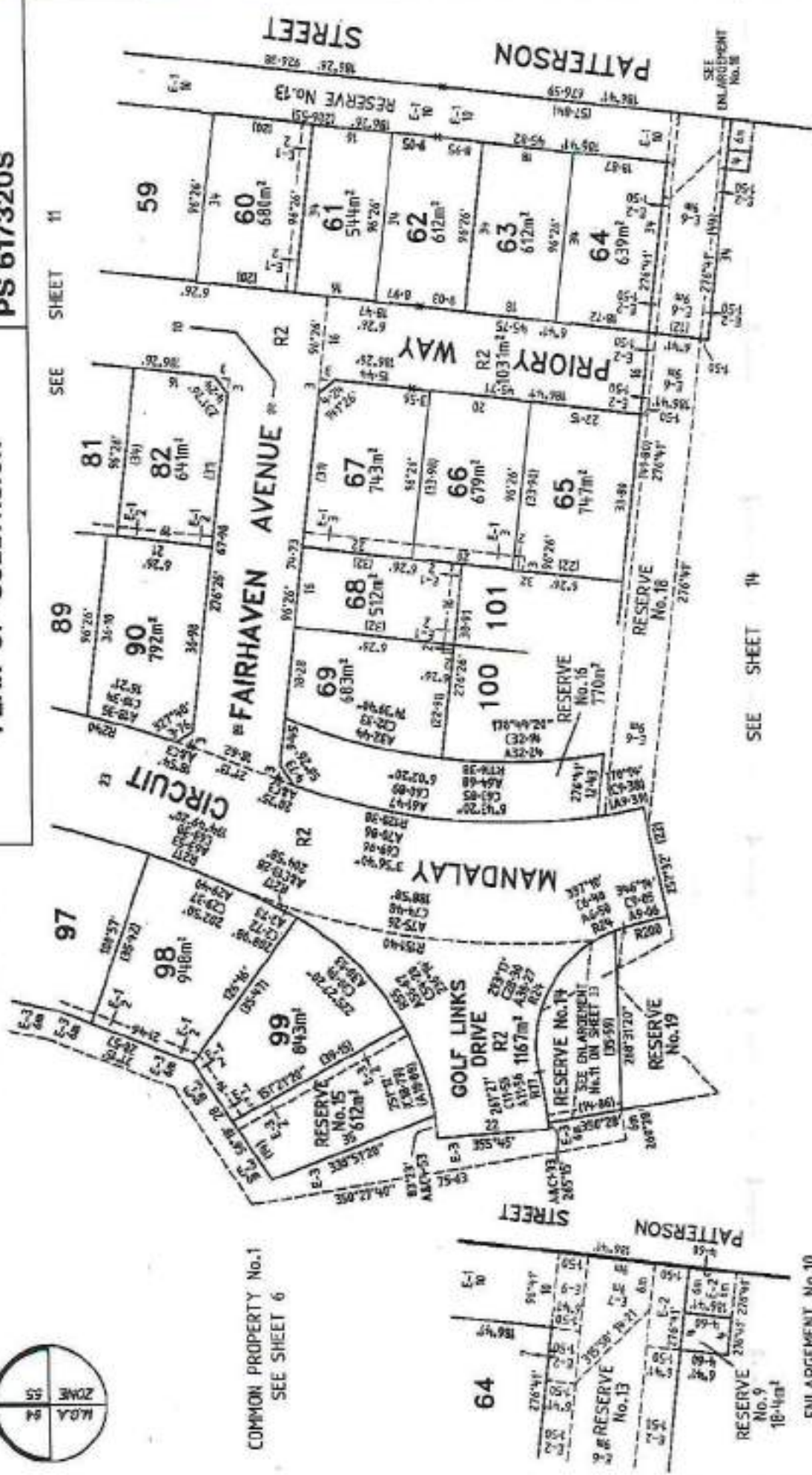
SEE SHEET 11

SEE SHEET 14



COMMON PROPERTY No.1
SEE SHEET 6

ENLARGEMENT No.10
NOT TO SCALE



Sheet 12

LICENCED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24610333 15/05/18 WILSON A
DWO 2461035EA



SCALE SHEET SIZE
1:750 A3



MANDALAY
Bocco Jonson Pty Ltd
A.B.N 16 660 134 427
P.O. Box 5075, South Melbourne, VIC 3205
36 Easton Road, South Melbourne
VIC 3205 Australia
Tel 03 9699 1400 Fax 03 9699 5952

PLAN OF SUBDIVISION

Plan Number
PS 617320S



ENLARGEMENT No. 11
NOT TO SCALE

MANDALAY

Bosco Jonson Pty Ltd

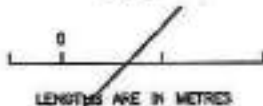
A.B.N 15 169 138 627
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel (03) 9599 1400 Fax (03) 9599 5992



ORIGINAL

SCALE

SCALE SHEET SIZE
A3

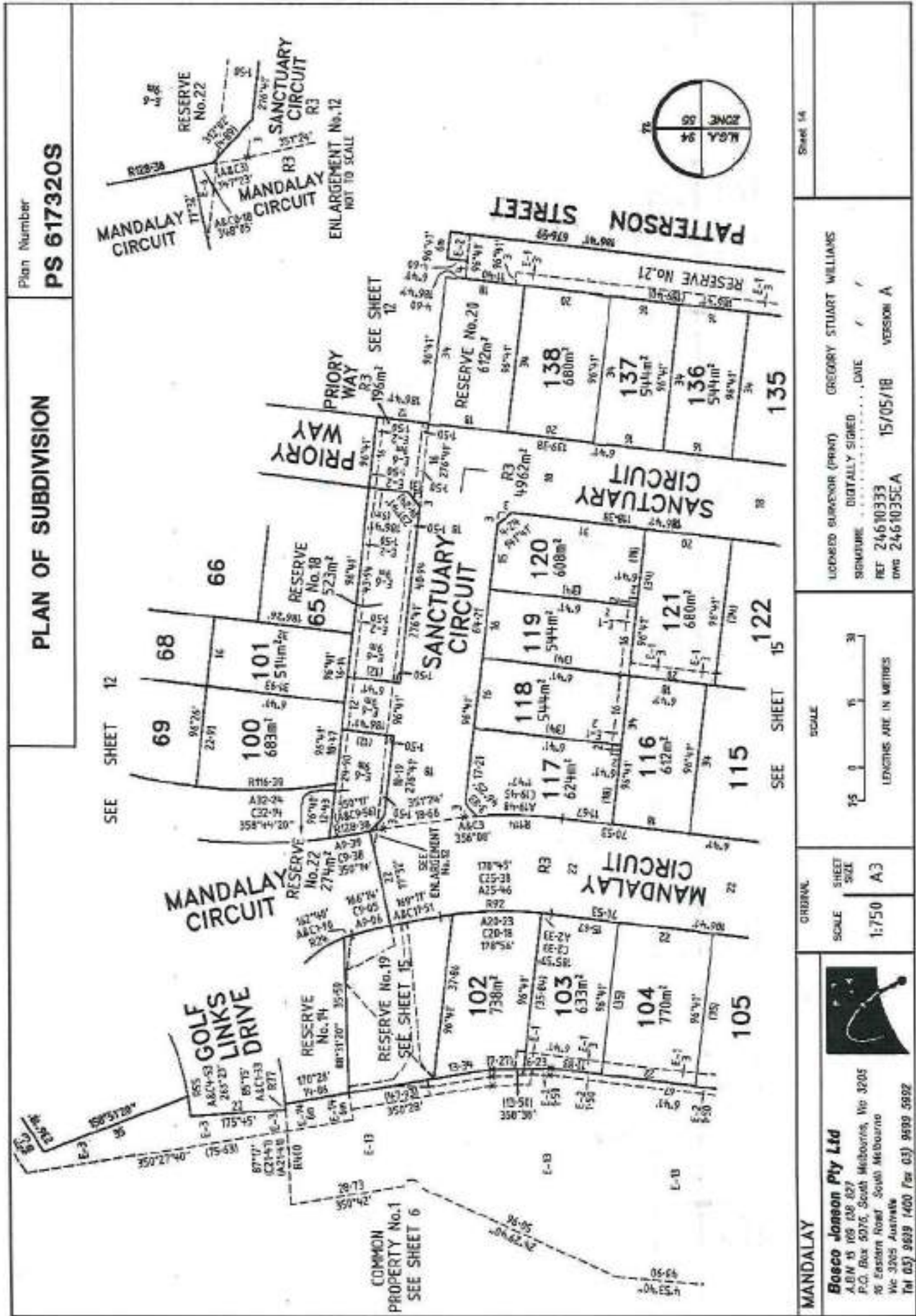


LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

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

Sheet 13



Plan Number
PS 617320S

PLAN OF SUBDIVISION

Sheet 14

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

SCALE



ORIGINAL

SCALE SHEET SIZE
1:750 A3



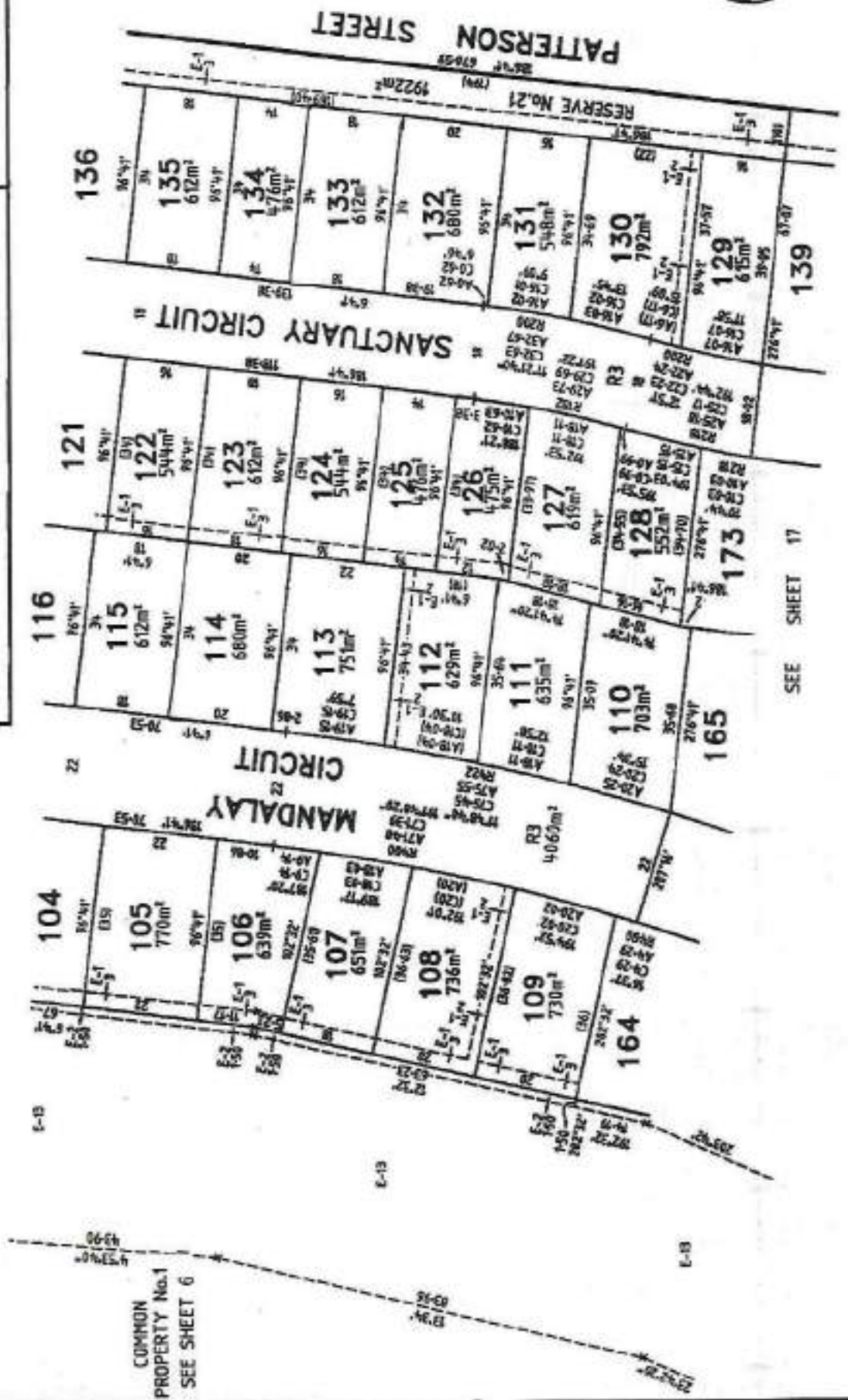
Boco Jansson Pty Ltd
 A.B.M. 15 168 128 827
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road, South Melbourne
 Wc 3205 Australia
 Tel 03) 9829 1400 Fax 03) 9899 5982

MANDALAY

Plan Number
PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 14



COMMON
 PROPERTY No.1
 SEE SHEET 6

SEE SHEET 17



Sheet 15

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

SCALE
 1:500 0 5 10
 LITERALS ARE IN METRES

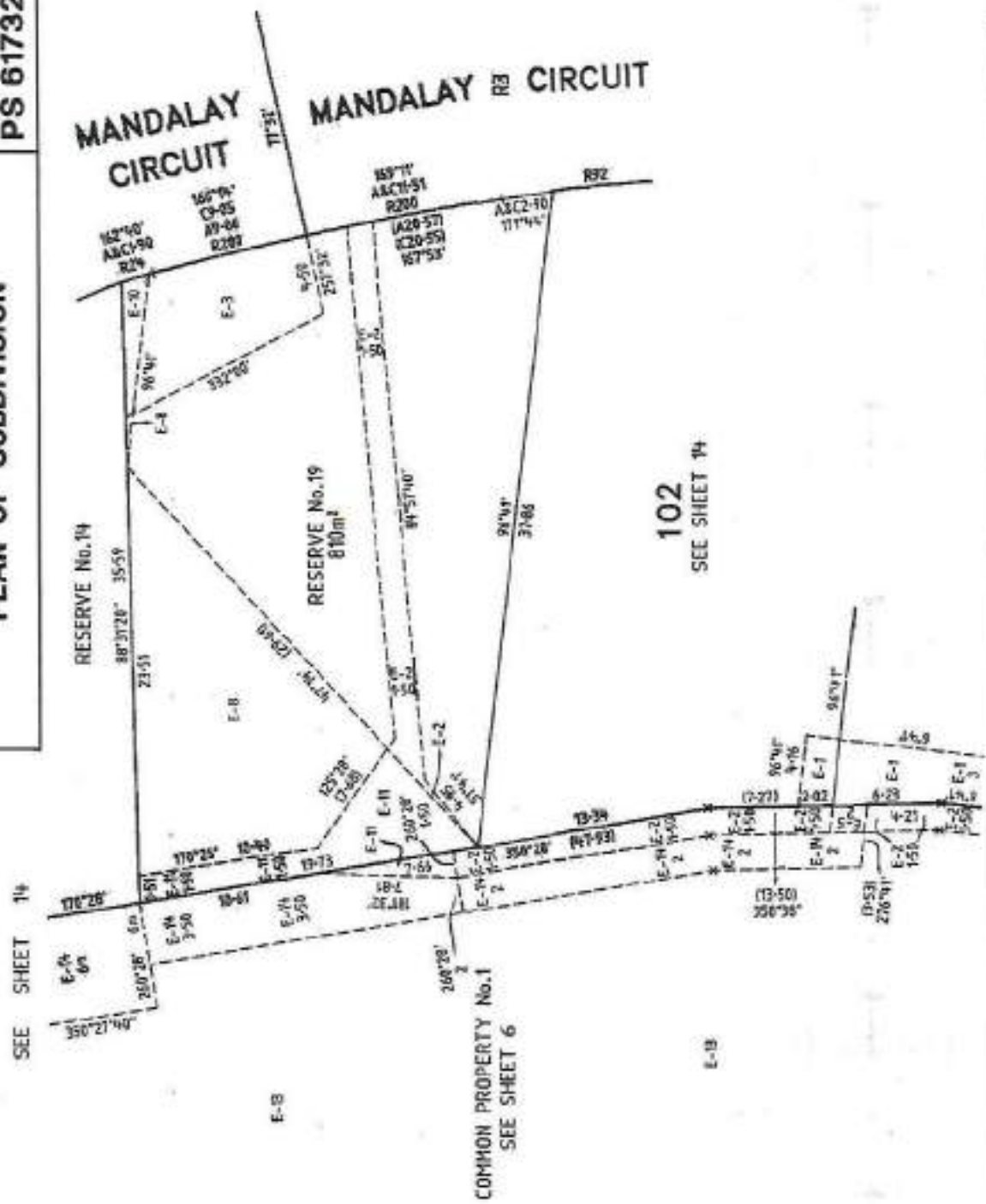
ORIGINAL
 SCALE SHEET SIZE
 1:750 A3

MANDALAY

Bosco Jonson Pty Ltd
 ALEN 15 100 106 027
 P.O. Box 5075, Starm Melbourne, Vic 3205
 15 Easton Road, South Melbourne
 Vic 3205 Australia
 Tel 03 9899 1400 Fax 03 9899 5092

Plan Number
PS 617320S

PLAN OF SUBDIVISION



Sheet 10

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



ORIGINAL
 SCALE 1:250
 SHEET SIZE A3

MANDALAY

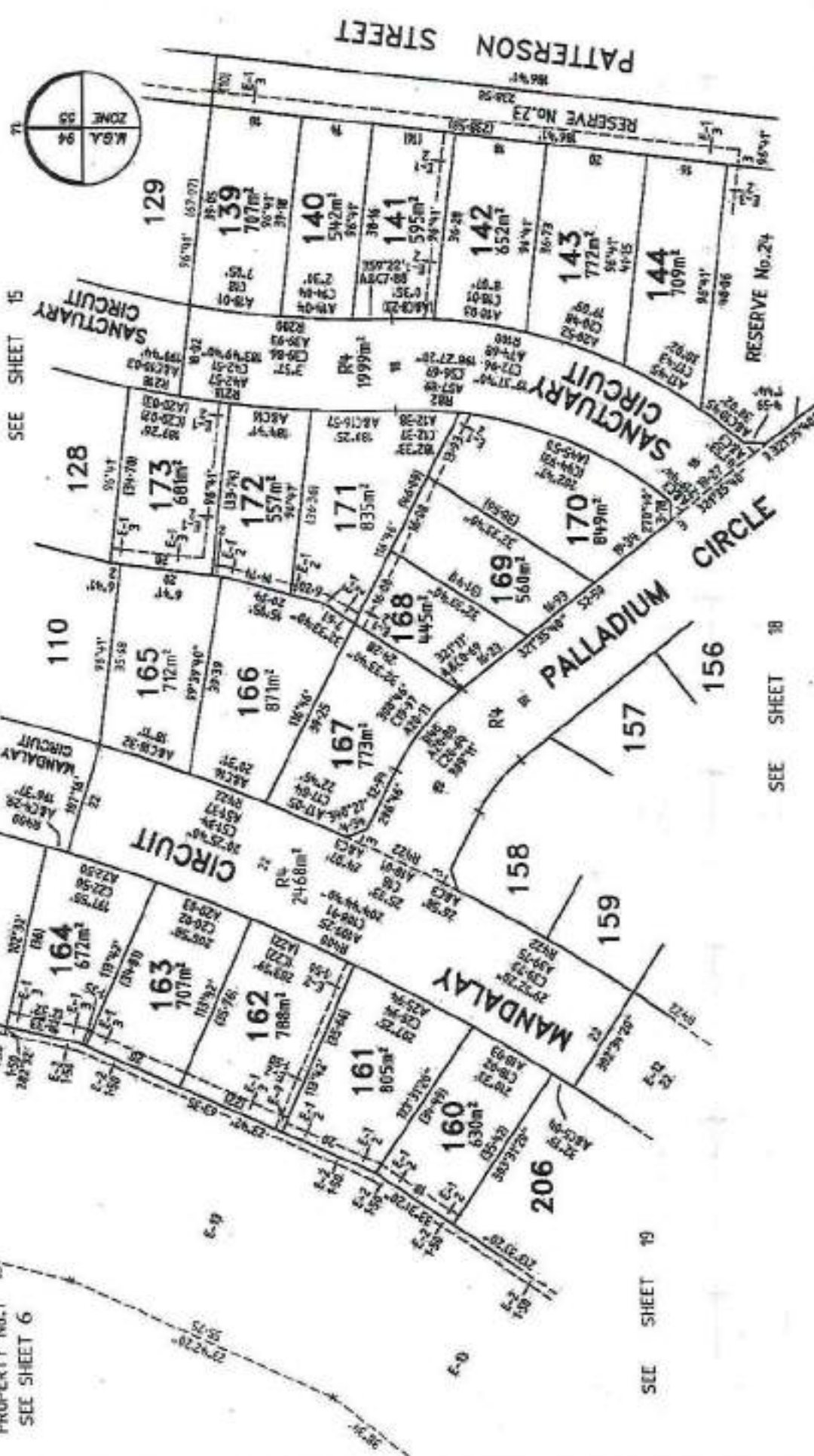
Becco Jonson Pty Ltd
 A.B.N 18 199 00 827
 P.O. Box 5075, South Melbourne, Vic 3205
 18 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5912

Plan Number
PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 15

COMMON
PROPERTY No.1
SEE SHEET 6



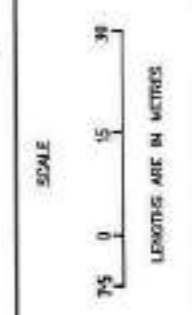
SEE SHEET 15

SEE SHEET 18

SEE SHEET 19

Sheet 17

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



ORIGINAL
SCALE 1:750
SHEET CODE A3

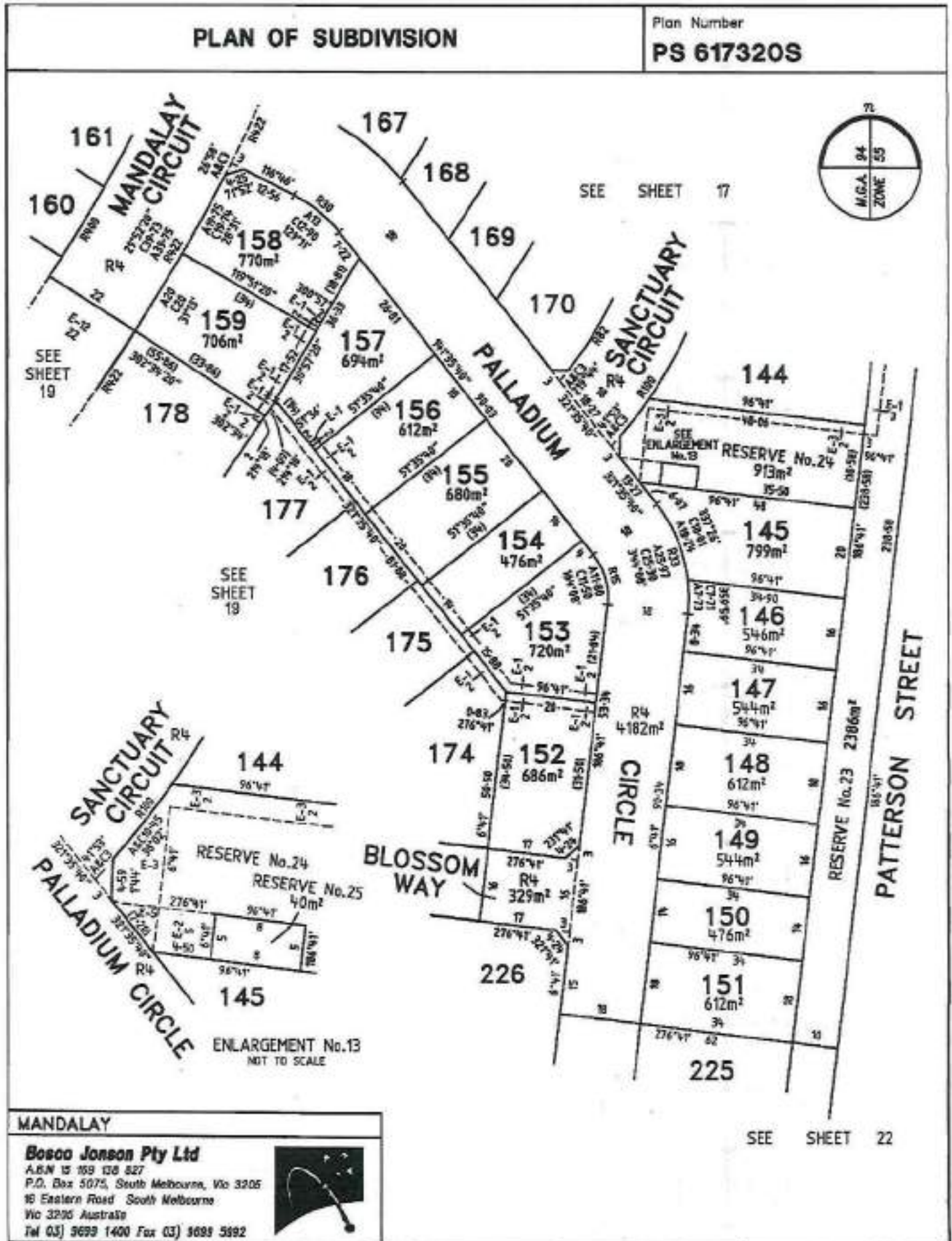


MANDALAY
Bosco Jonson Pty Ltd
A.B.N 16 859 138 827
P.O. Box 5075, South Melbourne, Vic 3205
86 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1469 Fax 03) 9699 5992

PLAN OF SUBDIVISION

Plan Number
PS 617320S

SEE SHEET 17



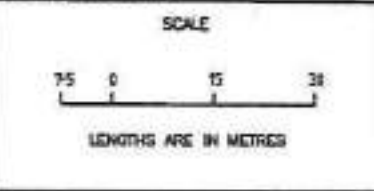
SEE SHEET 19

SEE SHEET 22

MANDALAY
Bosco Jonson Pty Ltd
 A.B.N 15 159 136 827
 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
 1:750
 SHEET SIZE
 A3

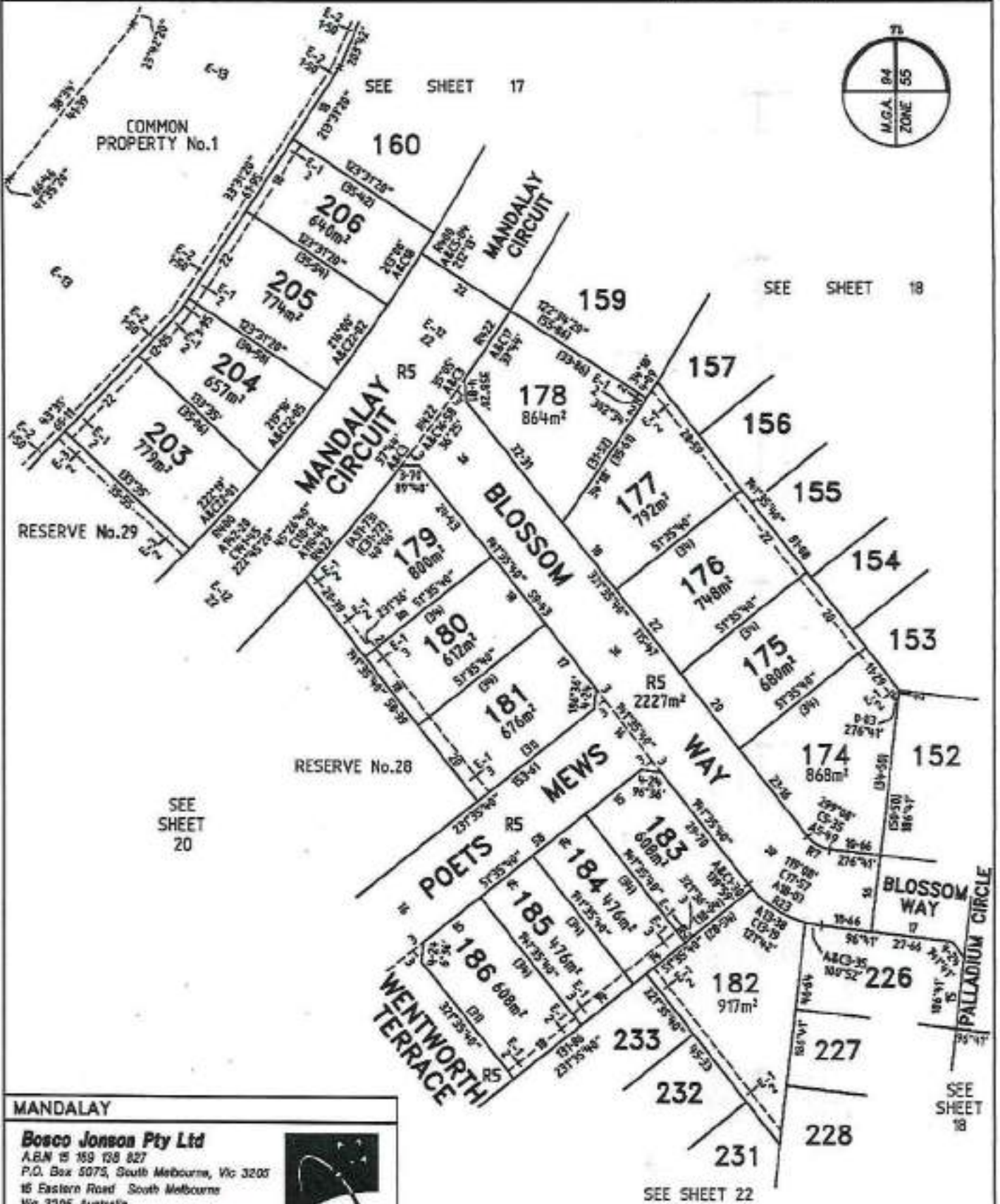


LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DATE
 REF 24610333 15/05/18 VERSION A
 DWG 2461035EA

Sheet 18

PLAN OF SUBDIVISION

Plan Number
PS 617320S

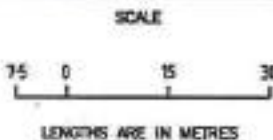


MANDALAY

Bosco Jonson Pty Ltd
 A.B.N 15 159 138 827
 P.O. Box 5075, South Melbourne, Vic 3205
 15 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL
 SCALE
 SHEET SIZE
 1:750
 A3

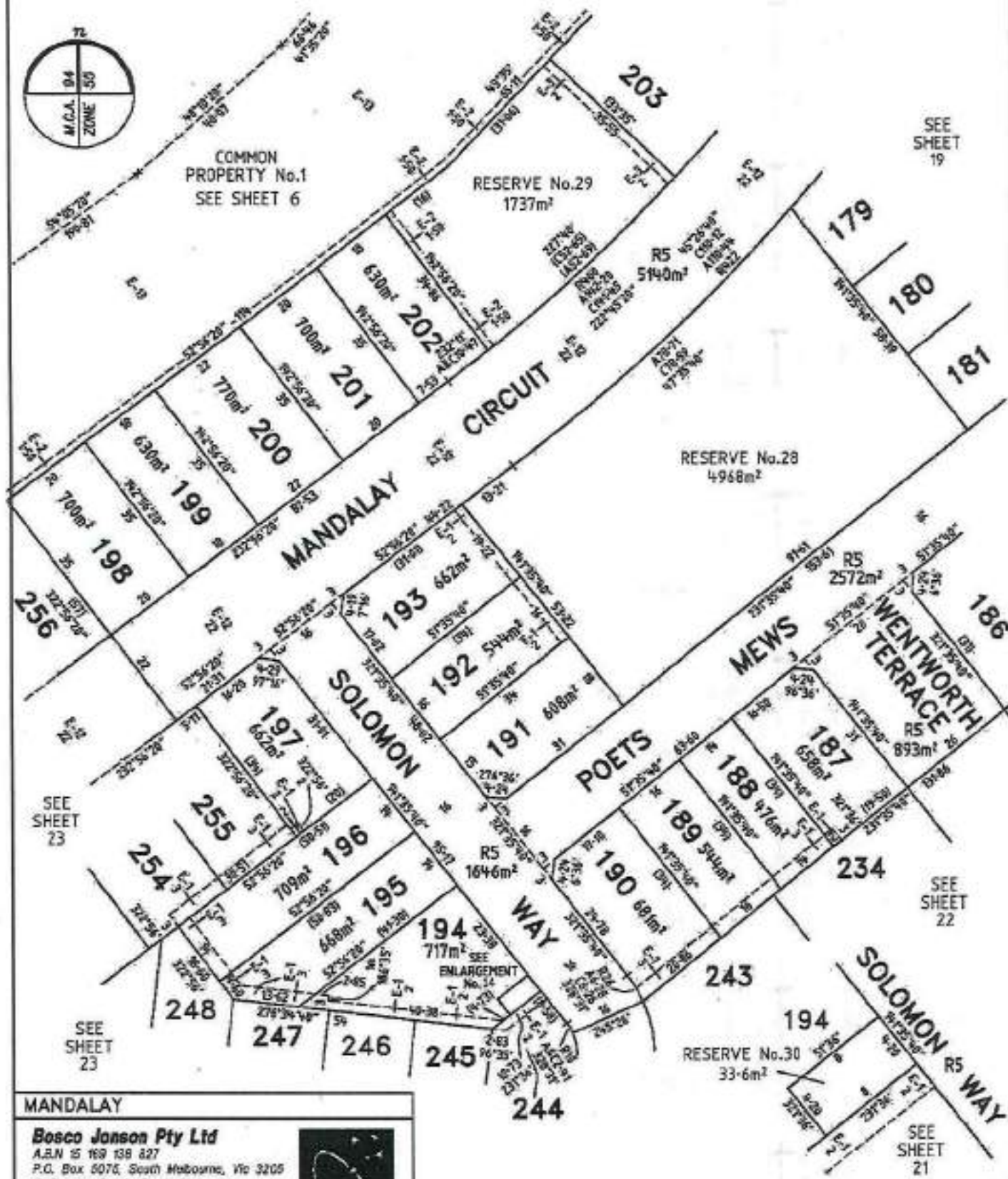


LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 24610333 15/05/18 VERSION A
 DWG 2461035EA

Sheet 19

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

Bosco Janson Pty Ltd
 A.B.N 15 169 139 427
 P.O. Box 5076, South Melbourne, Vic 3205
 18 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel (03) 9899 1400 Fax (03) 9899 5992

ENLARGEMENT No.14
NOT TO SCALE

ORIGINAL		SCALE		LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS	
SCALE	SHEET SIZE	7.5 0 15 30		SIGNATURE	DATE
1:750	A3	LENGTHS ARE IN METRES		DIGITALLY SIGNED	/ /
				REF 24610333	15/05/18
				DWG 2461035EA	VERSION A

Sheet 20

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 20



MANDALAY

Bosco Jonson Pty Ltd
 A.B.N 15 109 138 827
 P.O. Box 5076, South Melbourne, Vic 3205
 16 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel (03) 9889 1400 Fax (03) 9889 5992



ORIGINAL

SCALE

SCALE SHEET SIZE
1:750 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DIGITALLY SIGNED DATE / /

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

Sheet 21

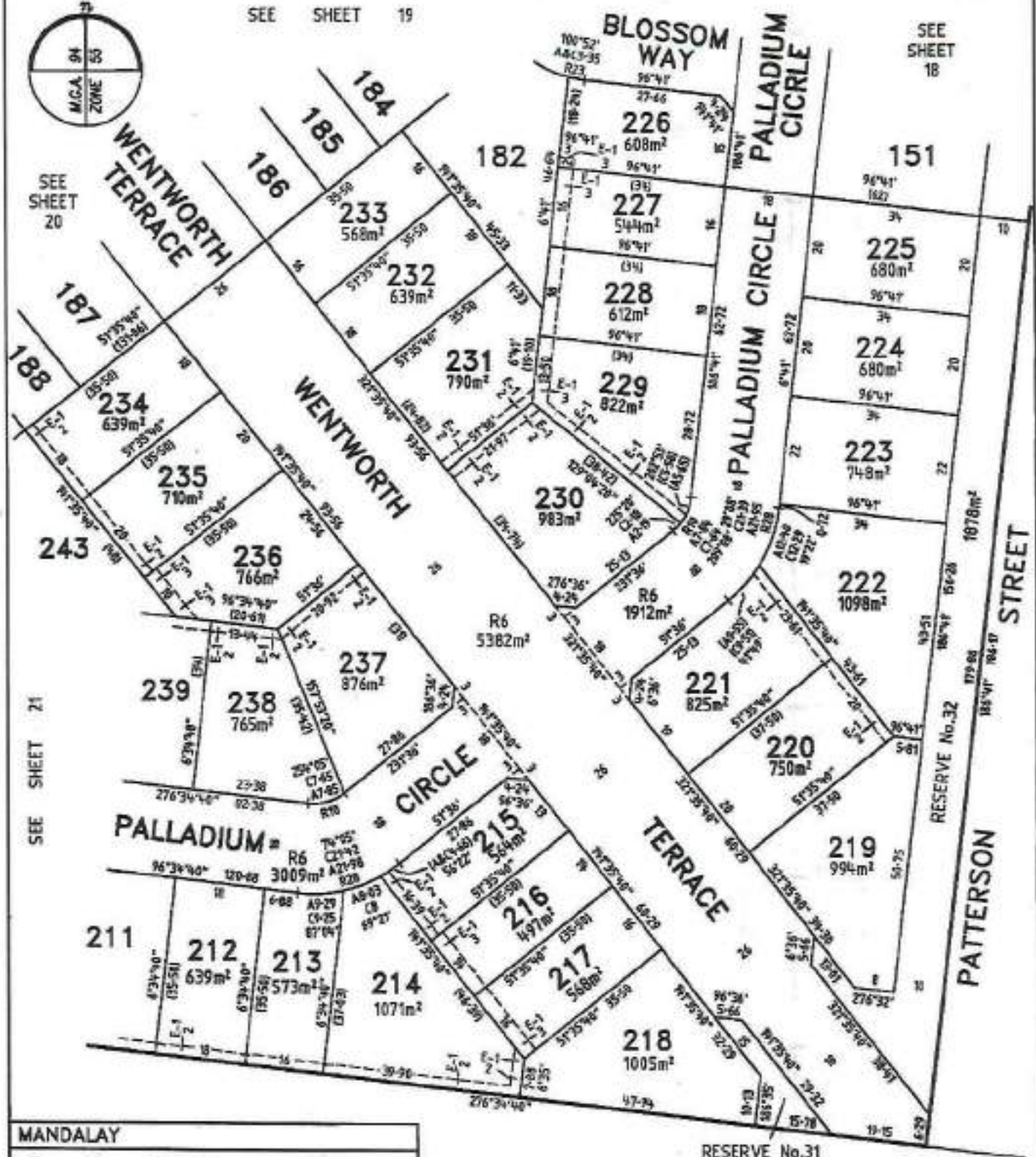
PLAN OF SUBDIVISION

Plan Number

PS 617320S

SEE SHEET 19

SEE SHEET 18



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) 9899 1400 (fax 03) 9899 5992



ORIGINAL

SCALE

SCALE
1:750

SHEET SIZE
A3



LENGTH IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

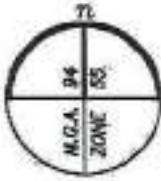
SIGNATURE DIGITALLY SIGNED DATE / /

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

Sheet 22

PLAN OF SUBDIVISION

Plan Number
PS 617320S



COMMON
PROPERTY No.1
SEE SHEET 6

SEE SHEET 20

SEE SHEET 20

SEE SHEET 24

SEE SHEET 21

SEE SHEET 24

SEE SHEET 21

MANDALAY

Bosco Jonson Pty Ltd
 A.B.N 15 159 138 827
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel (03) 9099 1400 Fax (03) 9099 3992

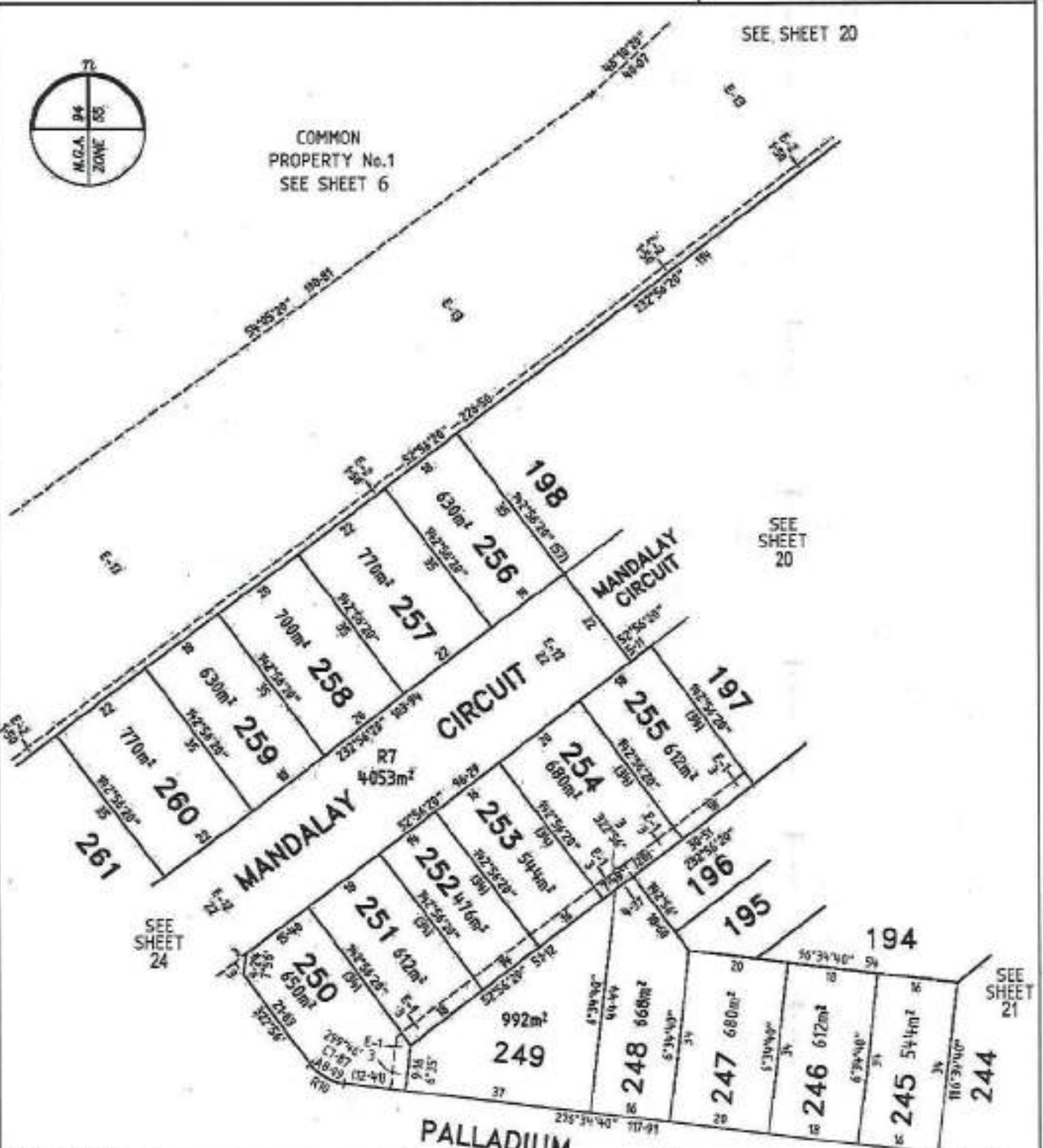
ORIGINAL	SCALE
SCALE 1:750	SHEET SIZE A3
<p>LENGTHS ARE IN METRES</p>	

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

SIGNATURE DATE / /

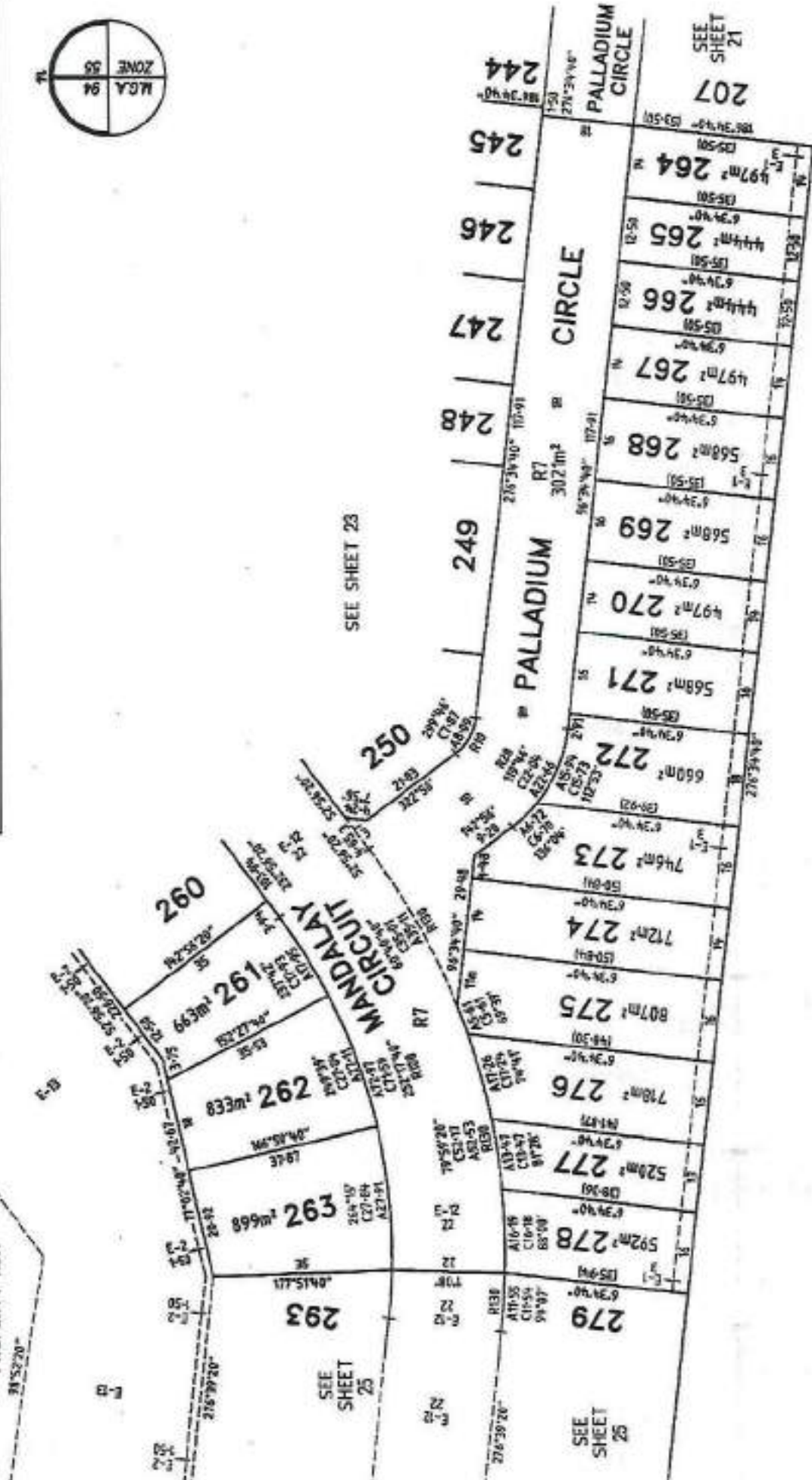
REF 24610333 15/05/18 VERSION A
 DWG 2461035EA

Sheet 23



Plan Number
PS 617320S

PLAN OF SUBDIVISION



Sheet 24

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



ORIGINAL
 SCALE SHEET SIZE
 1:750 A3

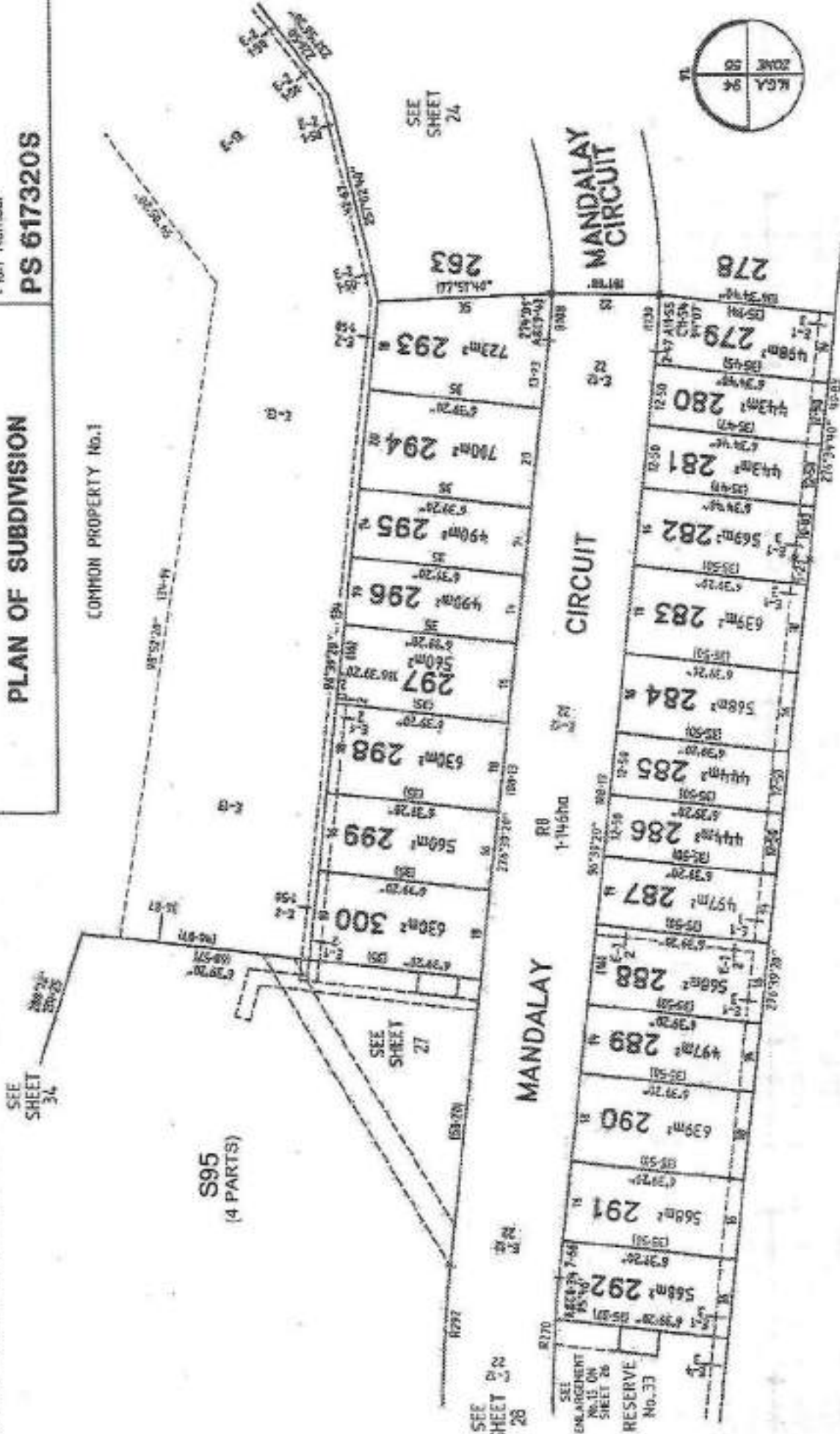


MANDALAY
Bosco Jonson Pty Ltd
 A.B.N 15 989 199 827
 P.O. Box 2075, South Melbourne, Vic 3205
 16 Esplanade, South Melbourne
 Vic 3205 Australia
 Tel (03) 9299 1400 For (03) 9299 5892

PLAN OF SUBDIVISION

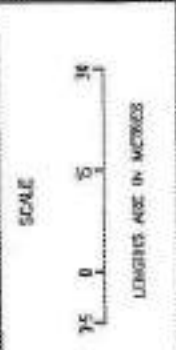
Plan Number
PS 617320S

COMMON PROPERTY No.1



Sheet 25

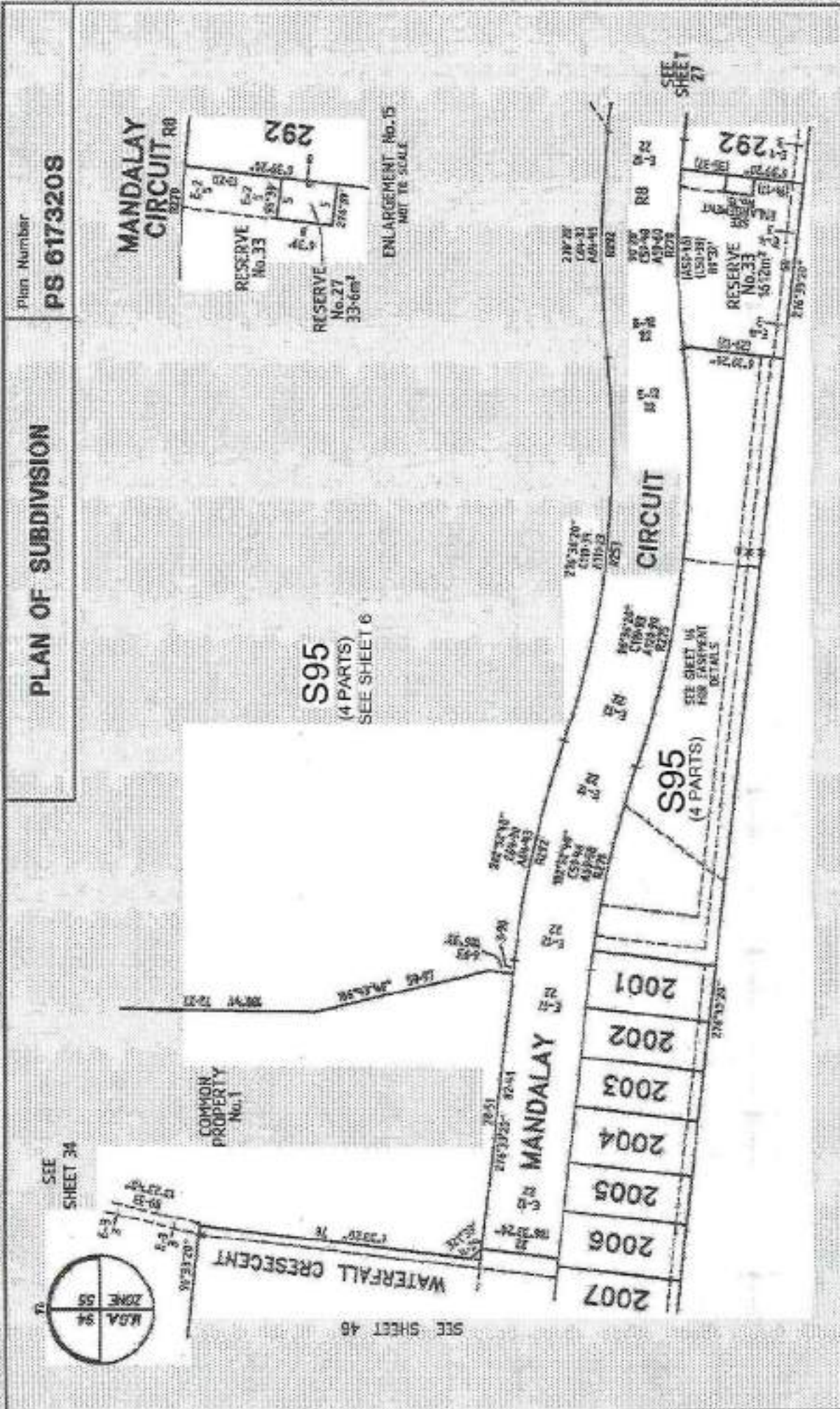
LICENSED SURVEYOR (PROB) GREGORY STUART WILLIAMS
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 24610333 15/05/18 VERSION A
 DWT 2461035EA



SCALE SHEET SIZE
 1:750 A3

MANDALAY

Boasco Jonson Pty Ltd
 A.B.N 15 89 30 827
 P.O. Box 3025, South Melbourne, Vic 3206
 18 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel (03) 9559 1400 Fax (03) 2695 5892



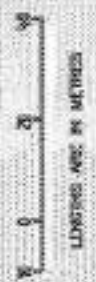
Plan Number
PS 6173208

PLAN OF SUBDIVISION

Sheet 20

LICENCED SURVEYOR (PRINT) GREGORY STUART MILLINGS
 DRAWING DATE 15/05/18
 REF 24-610333
 REG 24-61035EA
 version A

SCALE



ORIGINAL

SCALE 1:1000
 SHEET A3

MANDALAY



Bosco Johnson Pty Ltd
 A.B.M. 60 036 827
 P.O. Box 5073, South Melbourne, Vic 3205
 45 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel: 03 9599 1400 Fax: 03 9599 8922

PLAN OF SUBDIVISION

Plan Number

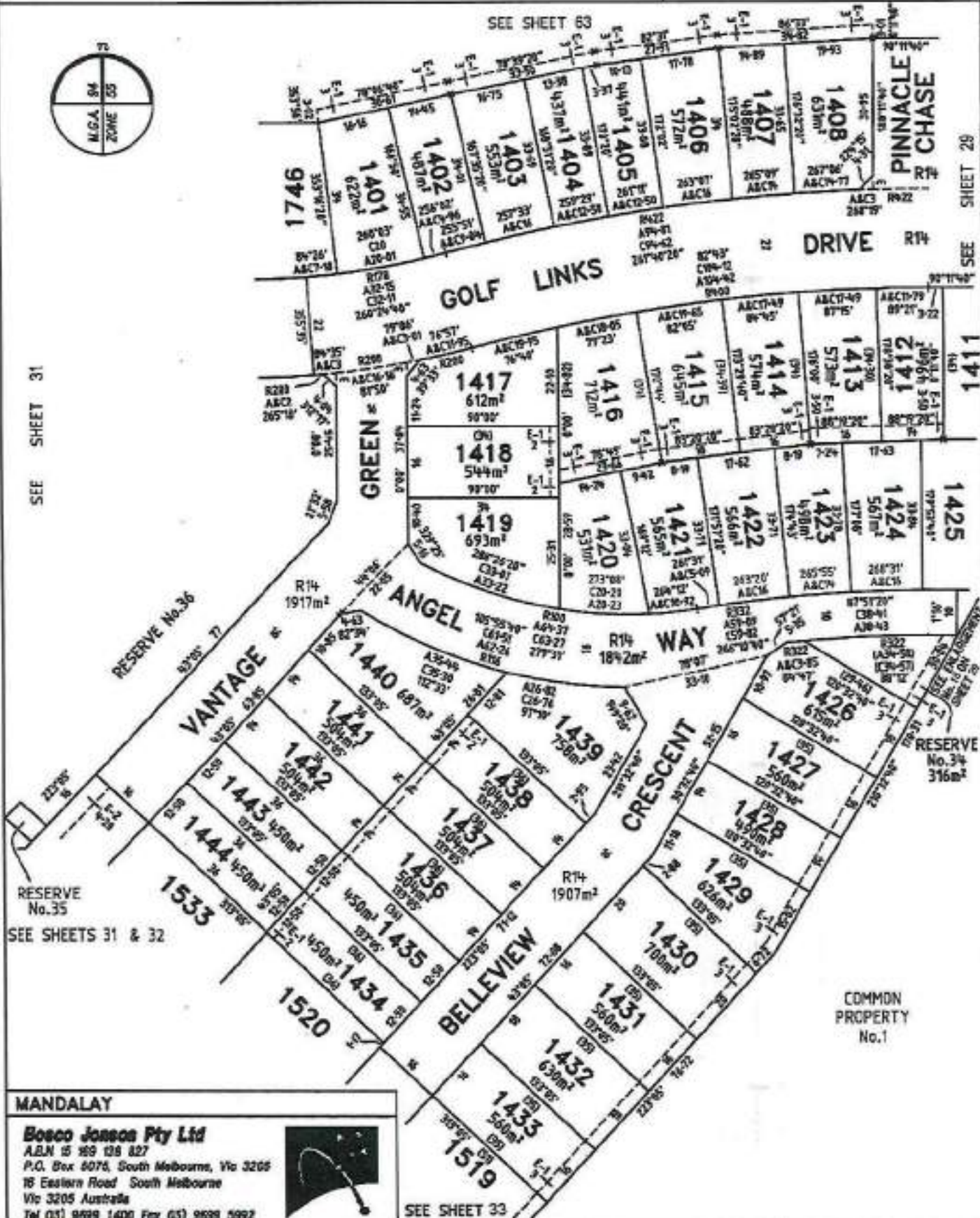
PS 617320S



SEE SHEET 33

SHEET 29

SEE SHEET 31



SEE SHEET 33

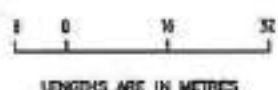
COMMON PROPERTY No.1

MANDALAY

Bosco Jonson Pty Ltd
 A.B.N 55 189 128 827
 P.O. Box 5076, South Melbourne, Vic 3205
 18 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel (03) 9599 1400 Fax (03) 9599 5992

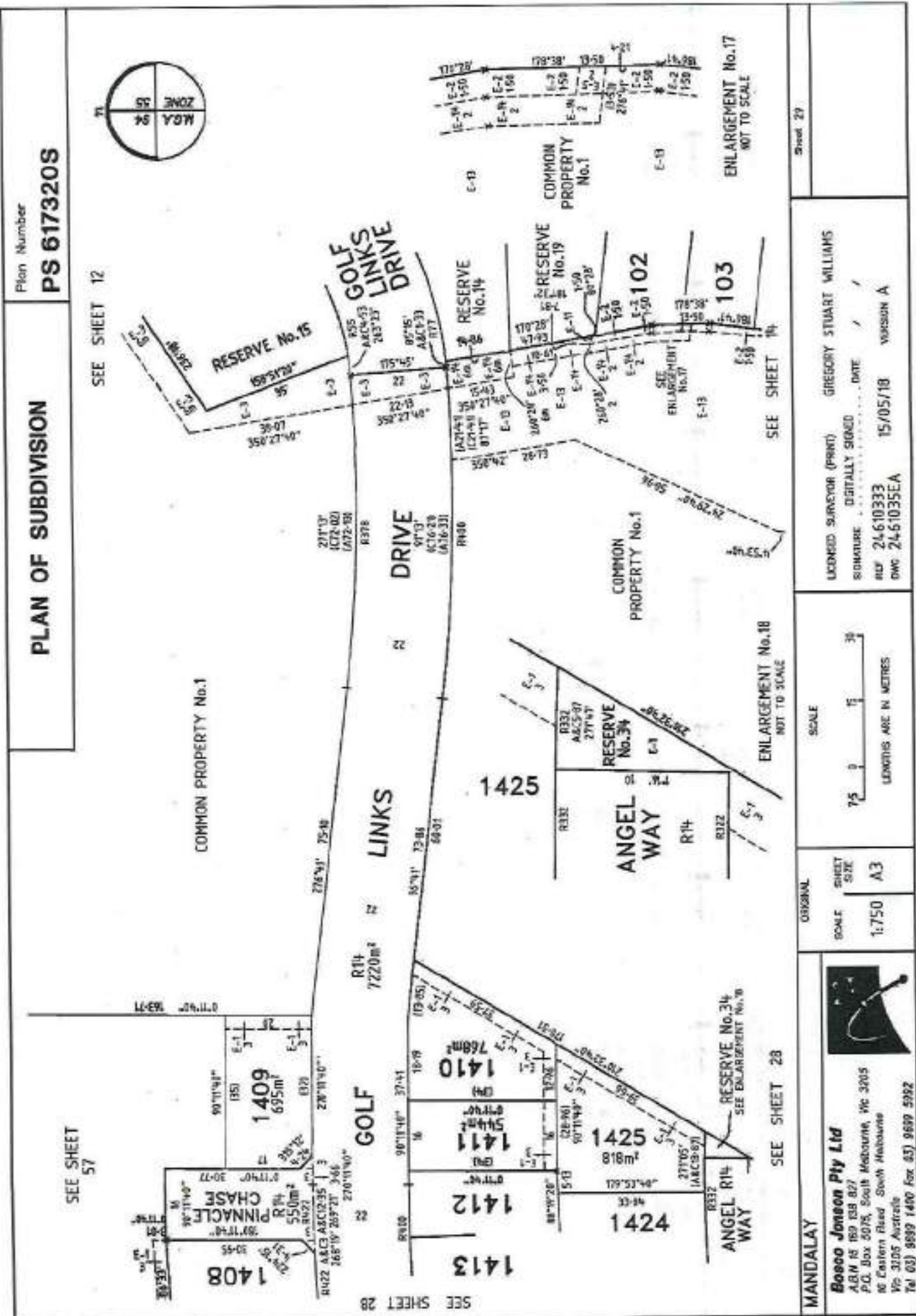


ORIGINAL	SCALE
SCALE	SHEET SIZE
1:800	A3



LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 24-610333 15/05/18 VERSION A
 DWG 24-61035EA

Sheet 28



PLAN OF SUBDIVISION

Plan Number
PS 617320S

SEE SHEET 57

SEE SHEET 12



SEE SHEET 28

SEE SHEET 14

Sheet 29

ORIGINAL	SCALE	SHEET SIZE
	1:750	A3

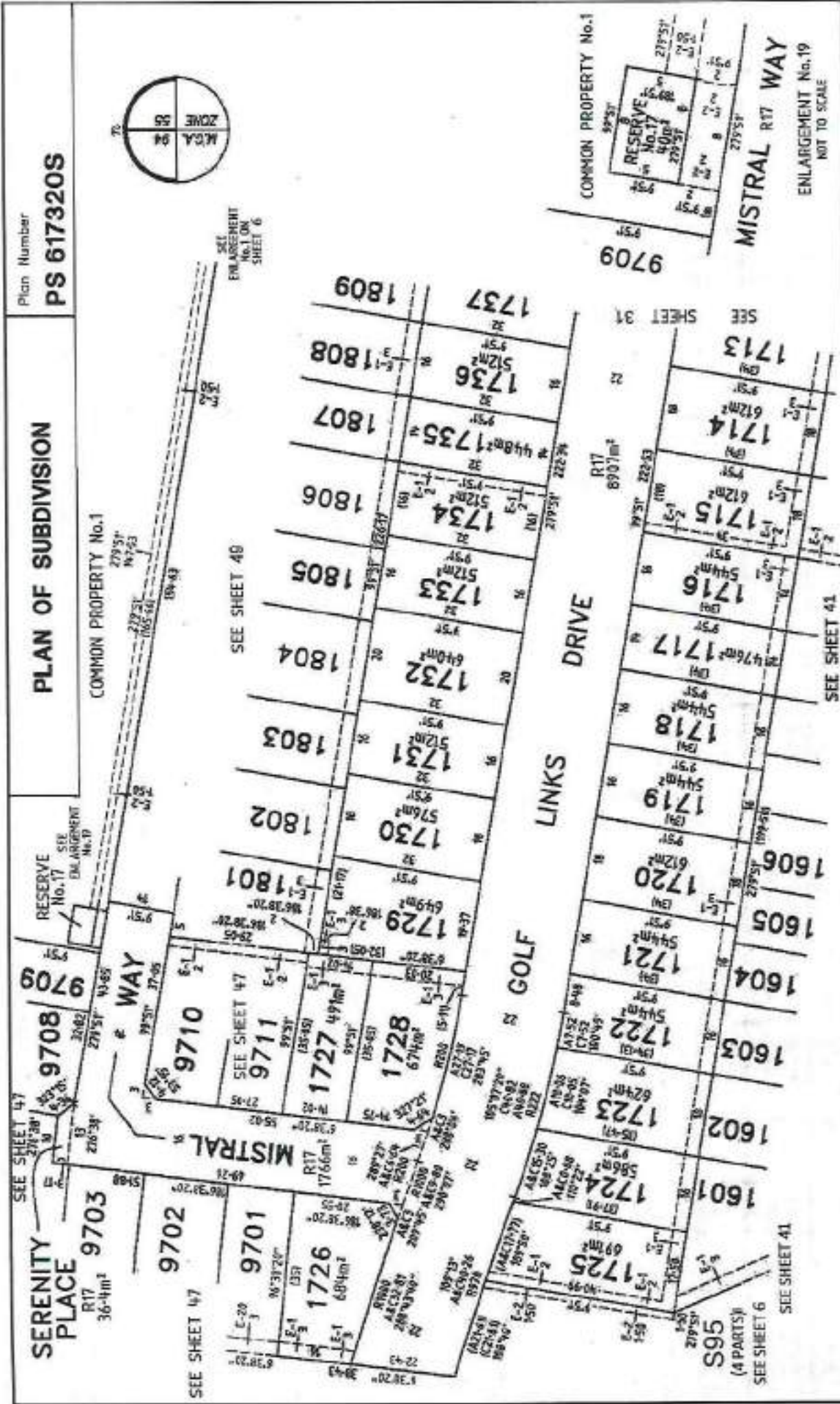


LICENCED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 24610333 15/05/18 VERSION A
 DMC 2461035EA

MANDALAY

Bosco Jonson Pty Ltd
 ABN 15 169 138 827
 P.O. Box 2075, South Melbourne, Vic 3205
 16 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel 03) 8899 1400 Fax 03) 9699 5992





Plan Number
PS 617320S

PLAN OF SUBDIVISION

COMMON PROPERTY No.1



Sheet 30



MISTRAL RTW WAY
ENLARGEMENT No.19
NOT TO SCALE

LICENSED SURVEYOR (P/INT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED DATE / /
REF 24-610333 15/05/18 VERSION A
DWG 24-61035EA



ORIGINAL SCALE SHEET SIZE
1:750 A3



MANDALAY

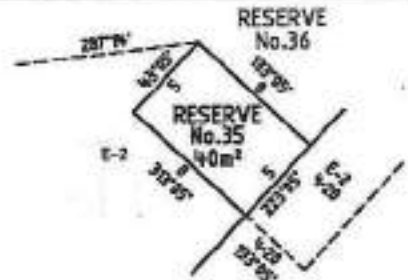
Basco Jonson Pty Ltd
A.B.N 15 159 108 827
P.O. Box 5075, South Melbourne, Vic 3200
16 Eastern Road, South Melbourne
Vic 3200 Australia
Tel 03] 9699 1400 Fax 03] 9699 5392

PLAN OF SUBDIVISION

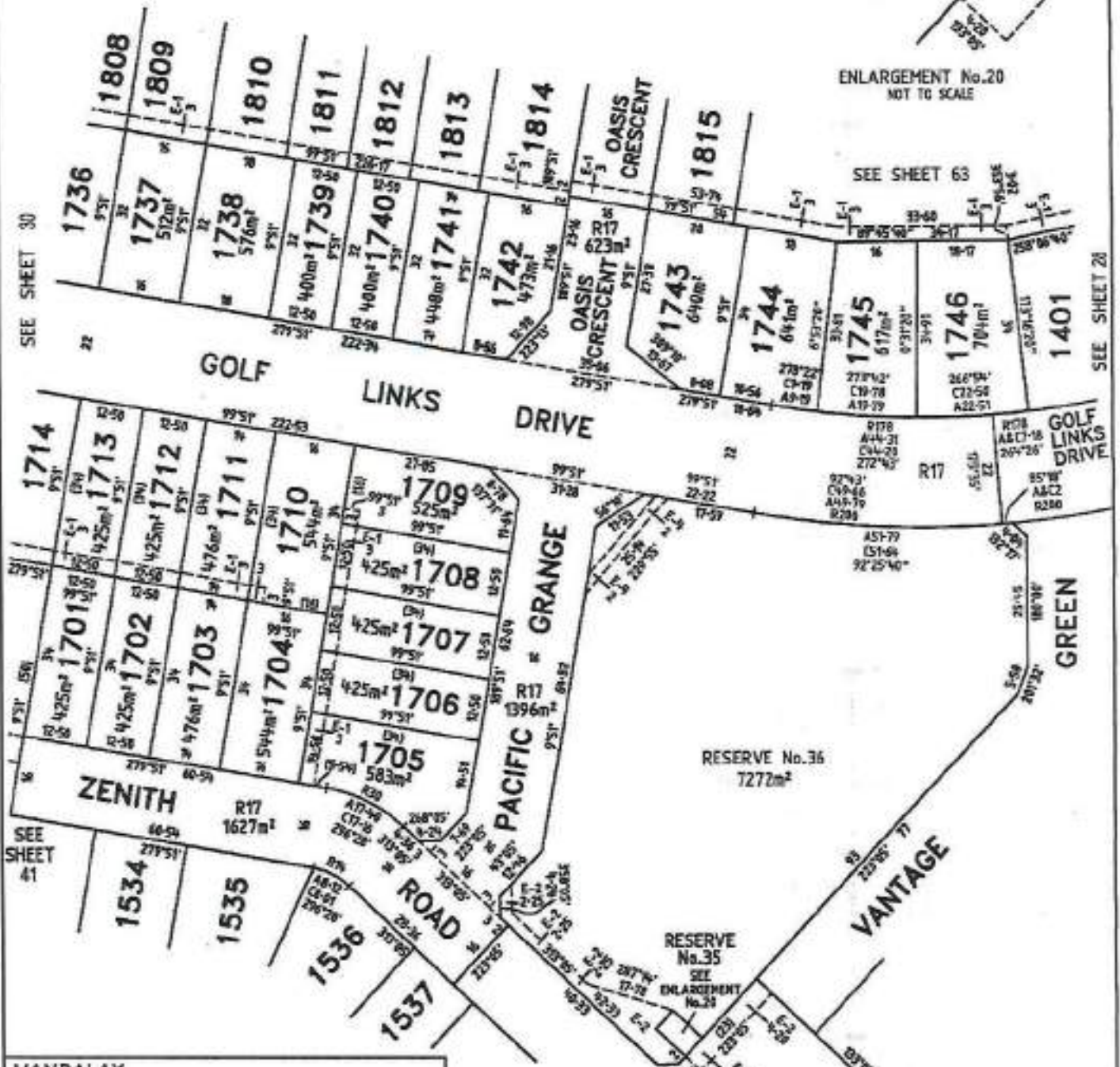
Plan Number
PS 617320S



SEE SHEET 49



ENLARGEMENT No.20
NOT TO SCALE



SEE SHEET 30

SEE SHEET 63

SEE SHEET 20

SEE SHEET 41

SEE SHEET 32

SEE SHEET 28

MANDALAY

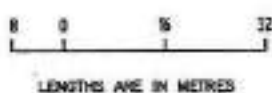
Bosco Jonson Pty Ltd
A.B.N 15 109 138 827
P.O. Box 5075, South Melbourne, Vic 3206
18 Eastern Road, South Melbourne
Vic 3206 Australia
Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL

SCALE

SCALE SHEET SIZE
1:800 A3



LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

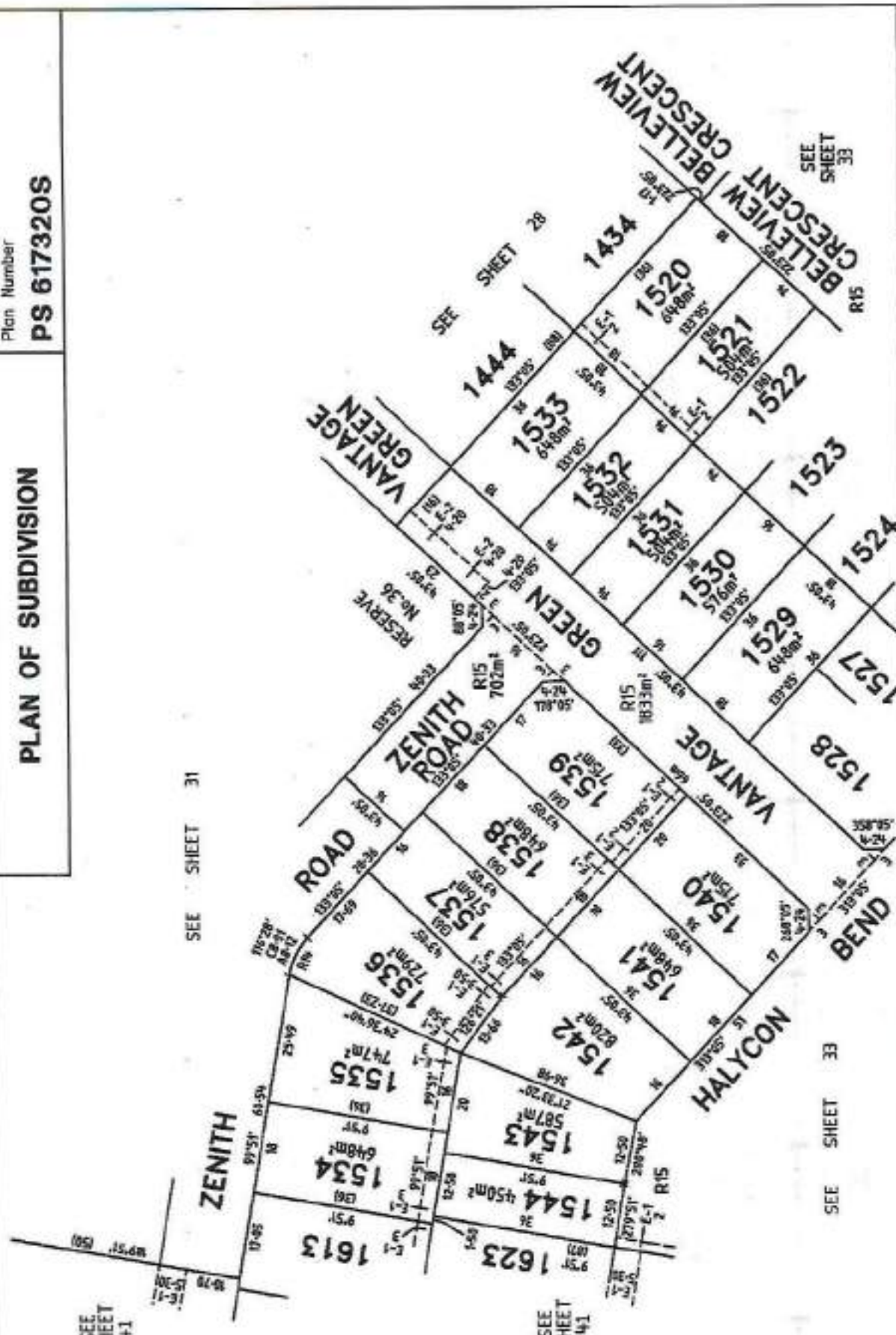
SIGNATURE DIGITALLY SIGNED DATE

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

Sheet 31

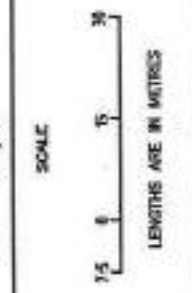
Plan Number
PS 617320S

PLAN OF SUBDIVISION



Sheet 32

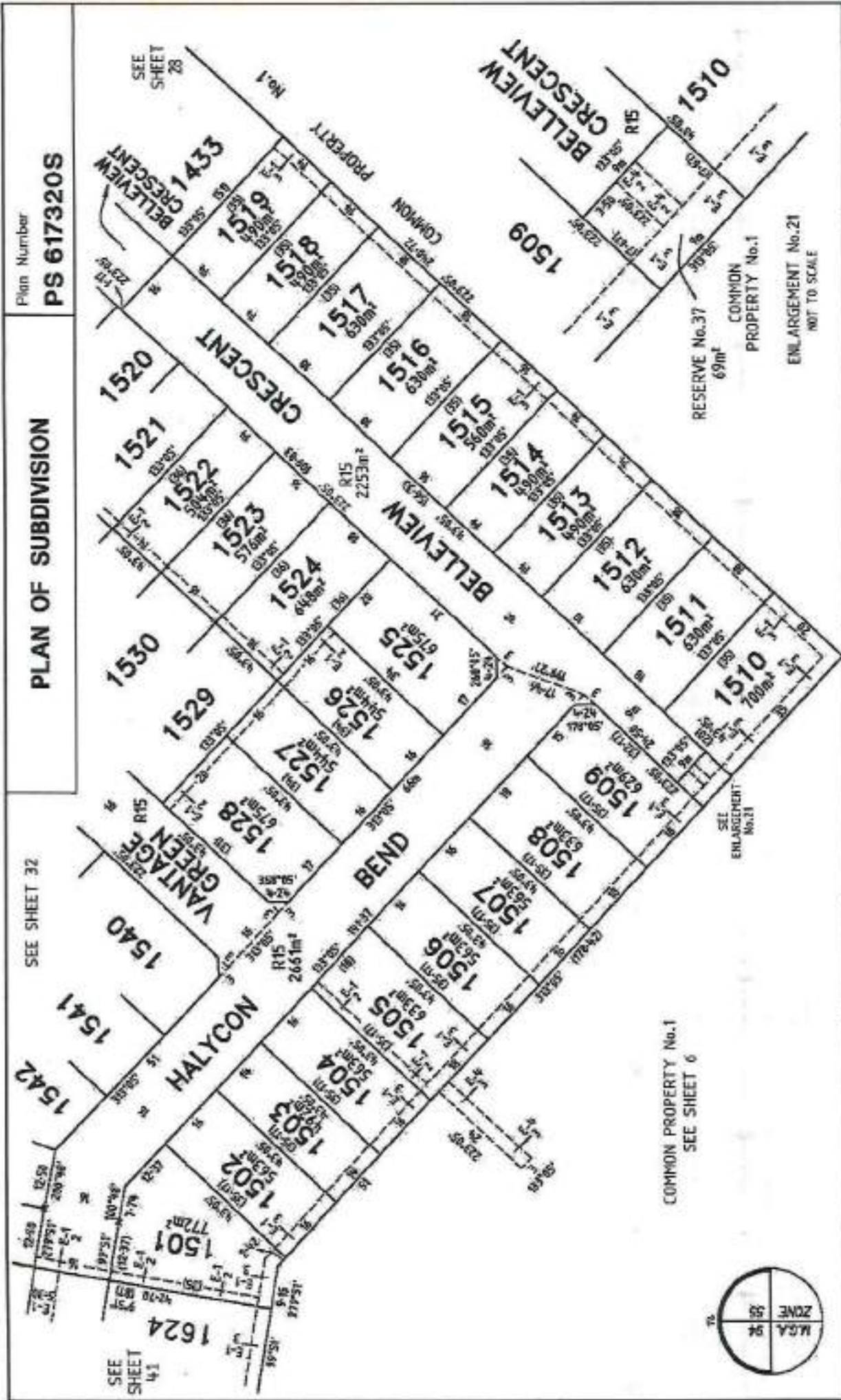
LICENSED SURVIVOR (PRINT) GREGORY STUART WILLIAMS
SIGNATURE DIGITALLY SIGNED /
REF 24610333 DATE 15/05/18 VERSION A
CNS 24610335EA



ORIGINAL
SCALE SHEET SIZE
1:750 A3



MANDALAY
Boasco Jonson Pty Ltd
A.O.N 15 60 155 827
P.O. Box 3072, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia
Tel 03 9599 1400 Fax 03 9596 5992



Plan Number
PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 32

SEE SHEET 28

SEE SHEET 41



COMMON PROPERTY No.1
SEE SHEET 6

SEE ENLARGEMENT No.21

ENLARGEMENT No.21
NOT TO SCALE

MANDALAY

Bosco Jonsson Pty Ltd
A.B.N. 16 999 158 837
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastlark Road, Sackville
Vic 3205 Australia
Tel 03 9899 1400 fax 03 9899 5982

SCALE SHEET SIZE
1:750 A3



LICENCED SURVEYOR (PRINT): GREGORY STUART WILLIAMS
DIGITALLY SIGNED
SIGNATURE: DATE: / /
REF 24610333 15/05/18 MERSION A
DWS 24610335EA

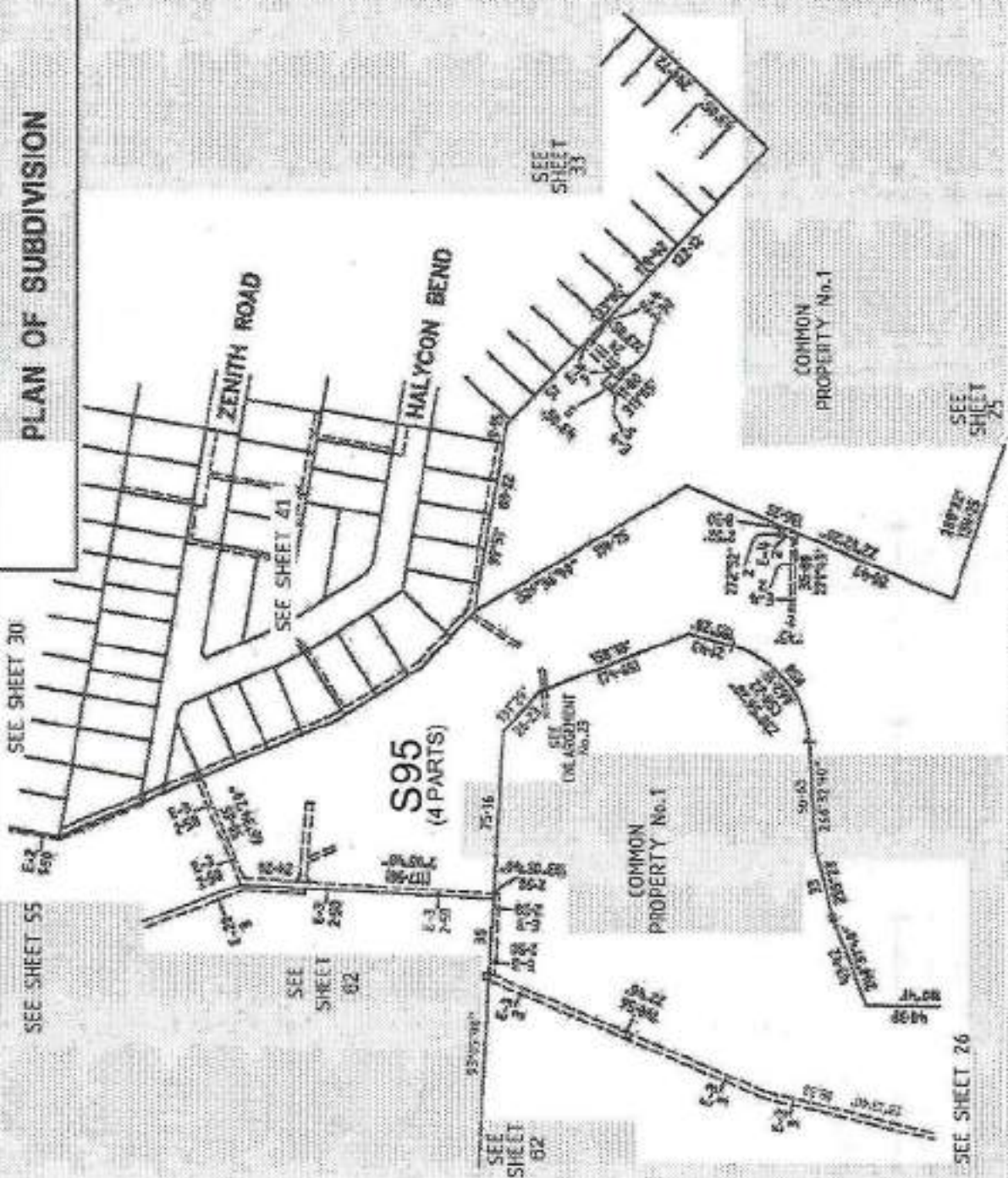
Sheet 33

Plan Number
PS 617320S

PLAN OF SUBDIVISION



S95
 COMMON
 PROPERTY No.1 (4 PARTS)
 ENLARGEMENT No.23
 NOT TO SCALE



SEE SHEET 55
 SEE SHEET 30

SEE SHEET 62

SEE SHEET 33

SEE SHEET 26

SEE SHEET 25

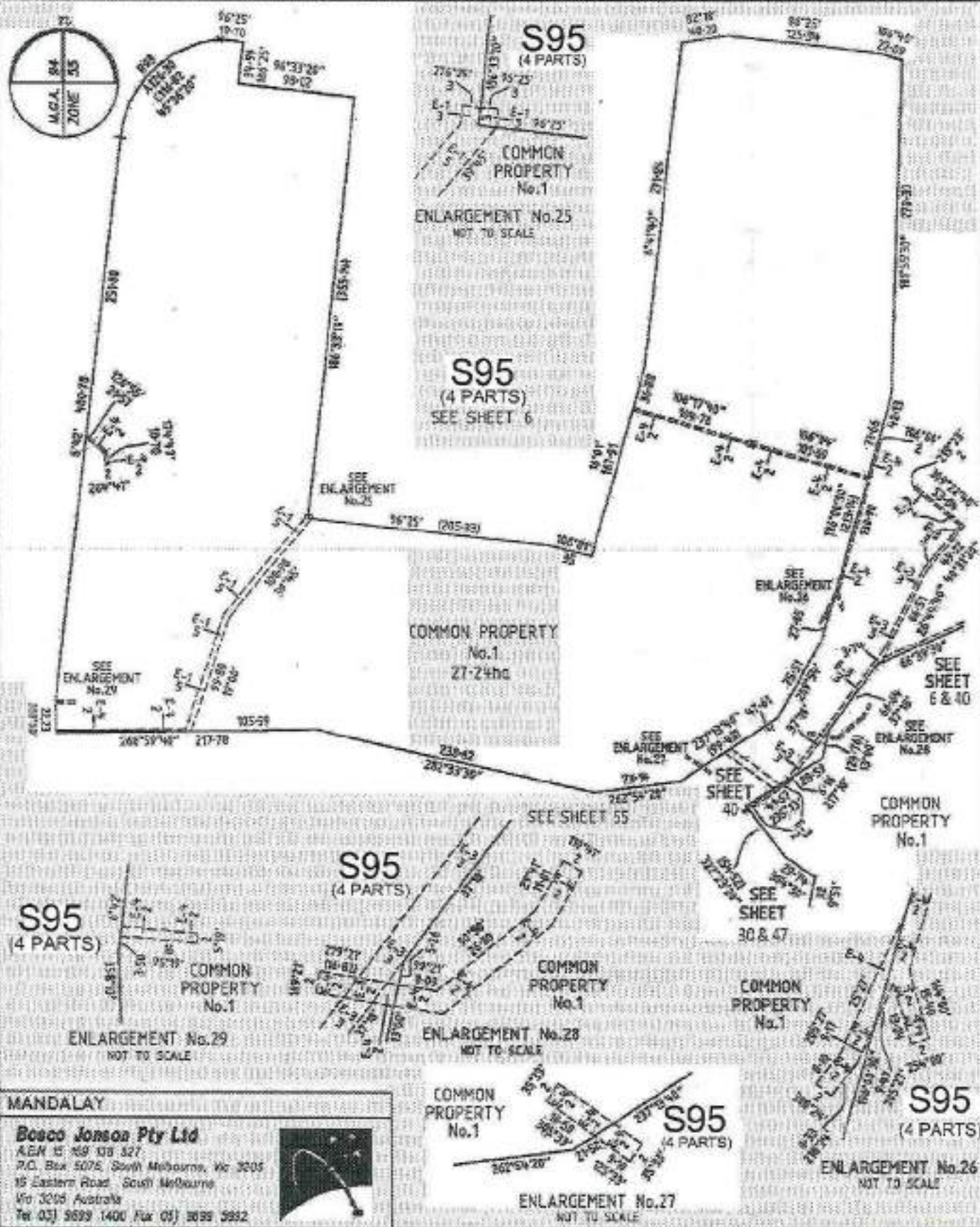
MANDALAY	SCALE 1:2000 A3	ORIGINAL SHEET SIZE A3	SCALE 0 1 2 3 4 5 METRES LENGTHS ARE IN METRES	LICENSED SURVEYOR (PONS) GREGORY STUART WILLIAMS	SHEET 31
				SIGNATURE REF 24610333 DIGITALLY SIGNED DATE 15/03/18 VERSION A	DES 24610351A



MANDALAY
Basco Jansco Pty Ltd
 ABN 61 66 88 827
 P.O. Box 2075, South Melbourne, Vic 3200
 111 Eastern Road, South Melbourne
 Vic 3206 Australia
 Tel 03 9699 1400 Fax 03 9699 5912

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY
Becco Jonson Pty Ltd
 A.B.N. 55 169 038 827
 P.O. Box 5075, South Melbourne, Vic 3205
 15 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel: (03) 9699 1400 Fax: (03) 9699 5992



ORIGINAL	SCALE
SCALE: 1:3000	SHEET SIZE: A3
<p>LENGTHS ARE IN METRES</p>	

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

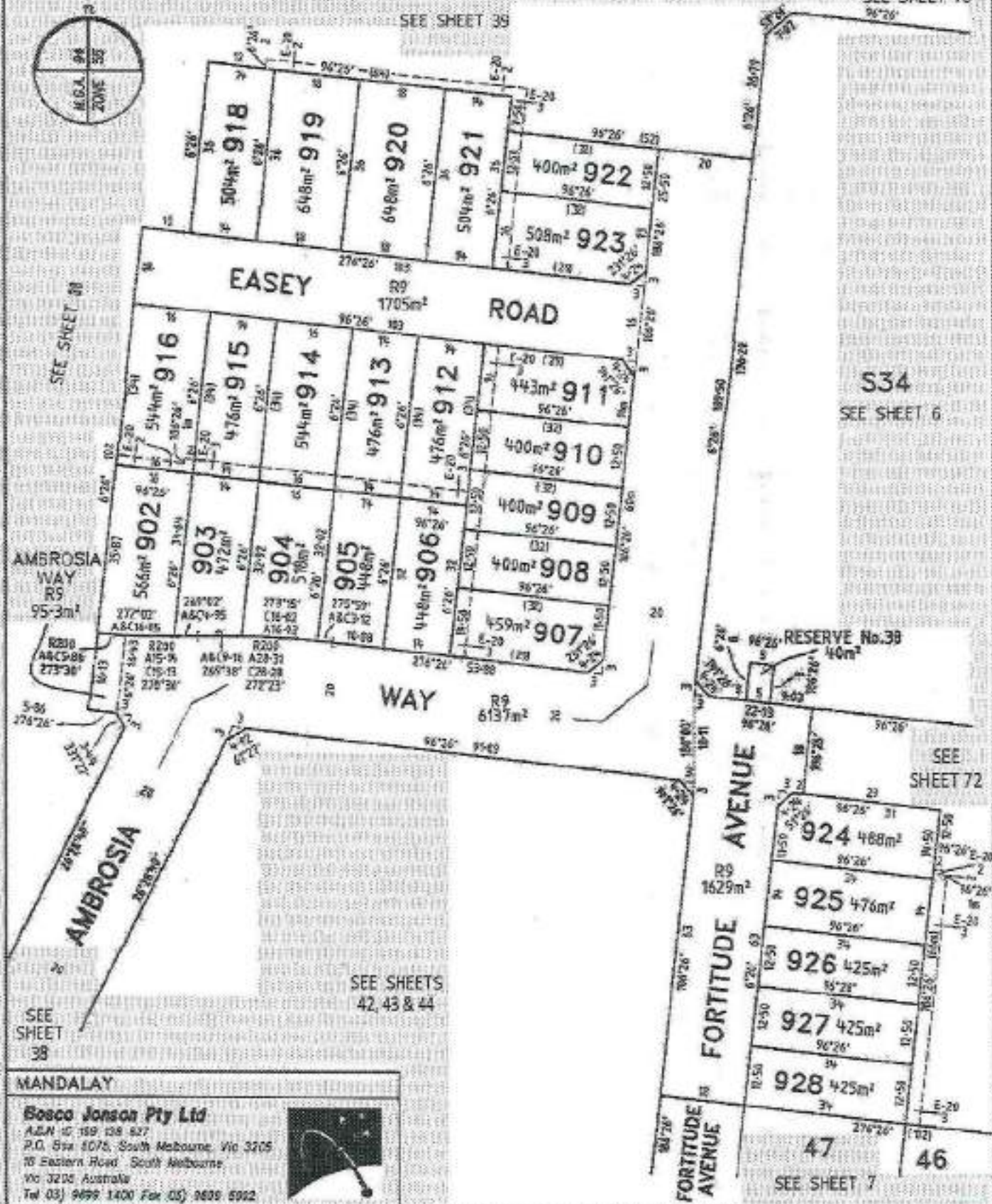
Sheet 36

PLAN OF SUBDIVISION

Plan Number
PS 617320S

SEE SHEET 75

SEE SHEET 39



MANDALAY
Bosco Jonson Pty Ltd
 A.M.N. 10 159 128 827
 P.O. Box 1075, South Melbourne, Vic 3205
 10 Eastern Road, South Melbourne
 Vic 3204, Australia
 Tel (03) 9699 1400 Fax (03) 9606 8902



ORIGINAL	SCALE
SCALE	SHEET SIZE
1:750	A3
<p>LENGTHS ARE IN METRES</p>	

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

Sheet 37

PLAN OF SUBDIVISION

PS 617320S

SEE SHEET 39



S95
(4 PARTS)
SEE SHEET 8



RESERVE No.73
2.565ha

916
915
902
903

SEE SHEET 37

MANDALAY CIRCUIT

RESERVE No.39
33.6m²

ENLARGEMENT No.30
NOT TO SCALE

COMMON PROPERTY No.1

WAY

AMBROSIA WAY

SEE SHEETS 42, 43 & 44

MANDALAY CIRCUIT

SEE SHEETS 7 & 8

MANDALAY CIRCUIT

COMMON PROPERTY No.1

S95
(4 PARTS)

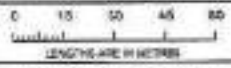
ENLARGEMENT No.4
NOT TO SCALE

SEE SHEET 6

MANDALAY - 23

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:1500



Lyssna Group Pty Ltd
 ABN 58 616 811 131
 Tel: +61 3 9516 9899
 PO Box 3296, South Melbourne 3206
 Suite 5, 102 Docks Street
 Southbank VIC 3206 Australia

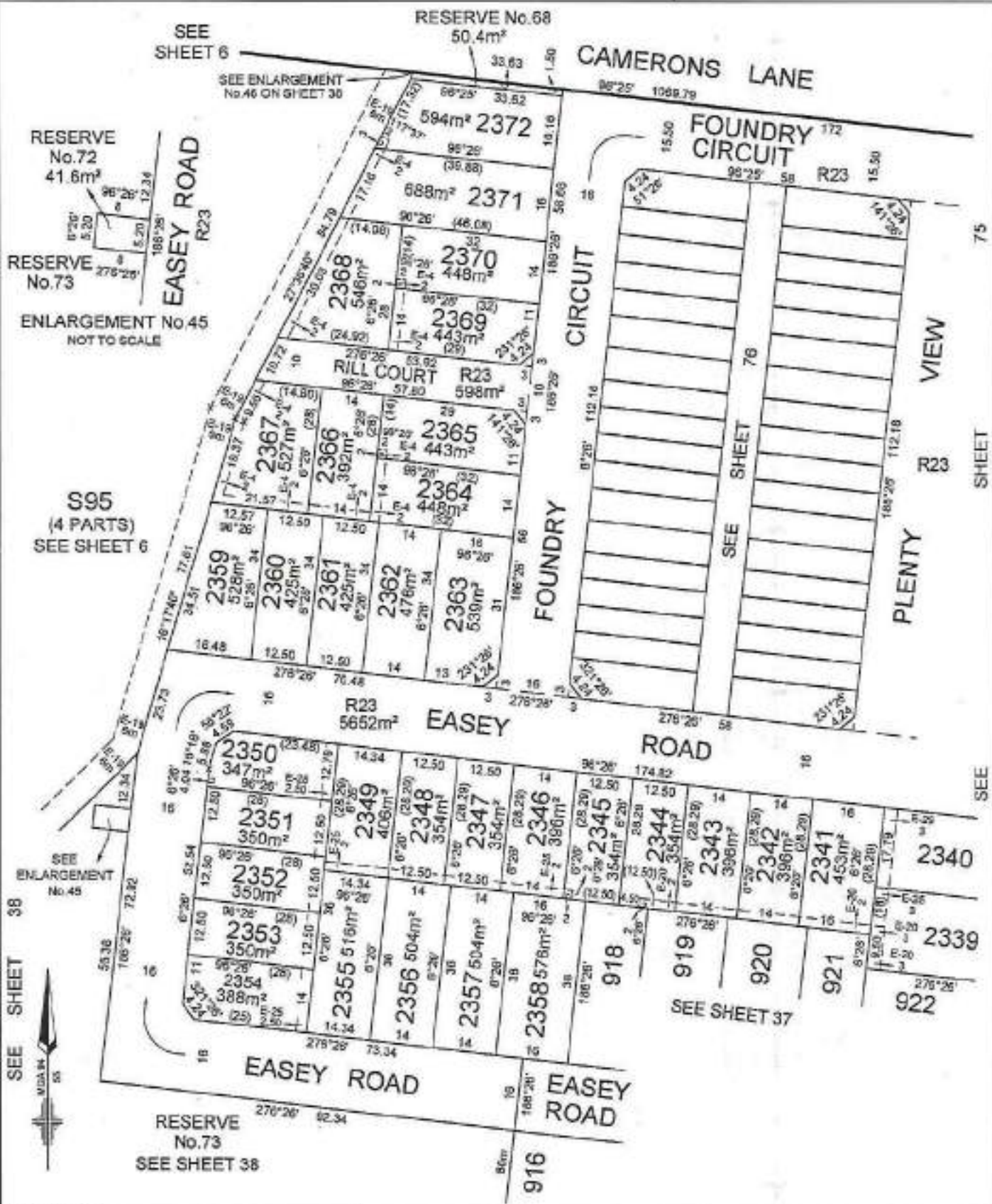
DATE: 20/01/21
 DRAWING: CM0095AA

REFERENCE: AA0015
 DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
 SHEET 38

PLAN OF SUBDIVISION

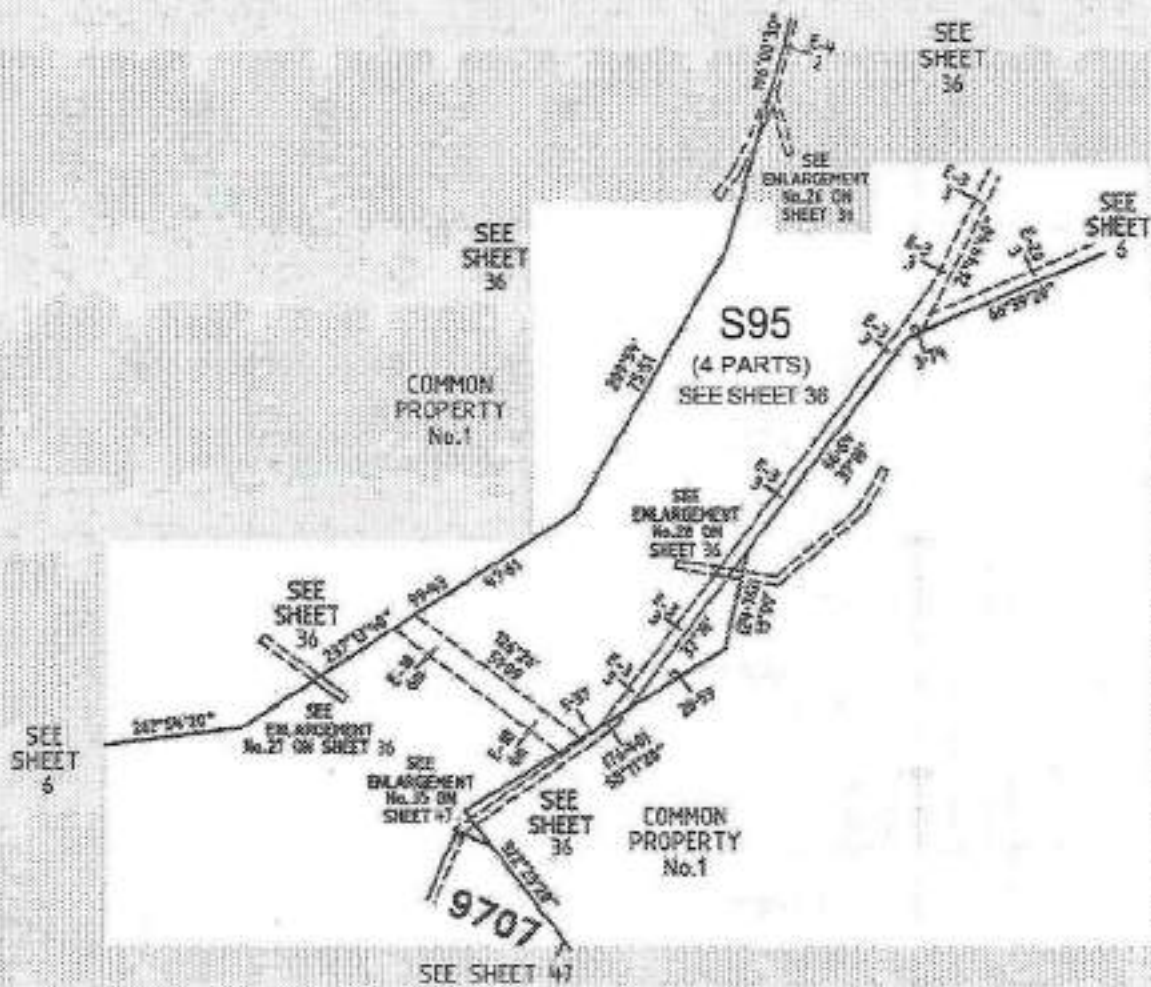
PS 617320S



<p>Lyssna Group Pty Ltd ABN 29 614 311 295 Tel: +61 3 9516 6800 PO Box 1096, South Melbourne 3200 Suite 1, 102 Duxie Street Southport VIC 3006 Australia lyssnagroup.com</p>	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 05/11/20 REFERENCE: AA0015 DRAWING: CM0041AA DRAWN BY: LS	SCALE: 1:300 ORIGINAL SHEET SIZE: A3 SHEET 39
	SEE SHEET 38 SEE SHEET 37 SEE SHEET 75 SEE SHEET 76 SEE SHEET 77	

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

Boaco Jonson Pty Ltd

ABN 15 63 08 827
 P.O. Box 5075, South Melbourne, Vic 3209
 18 Eastern Road, South Melbourne
 Vic 3205, Australia
 Tel (03) 9609 1400 Fax (03) 9609 5802



ORIGINAL

SCALE

SCALE SHEET SIZE
 1:1250 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS

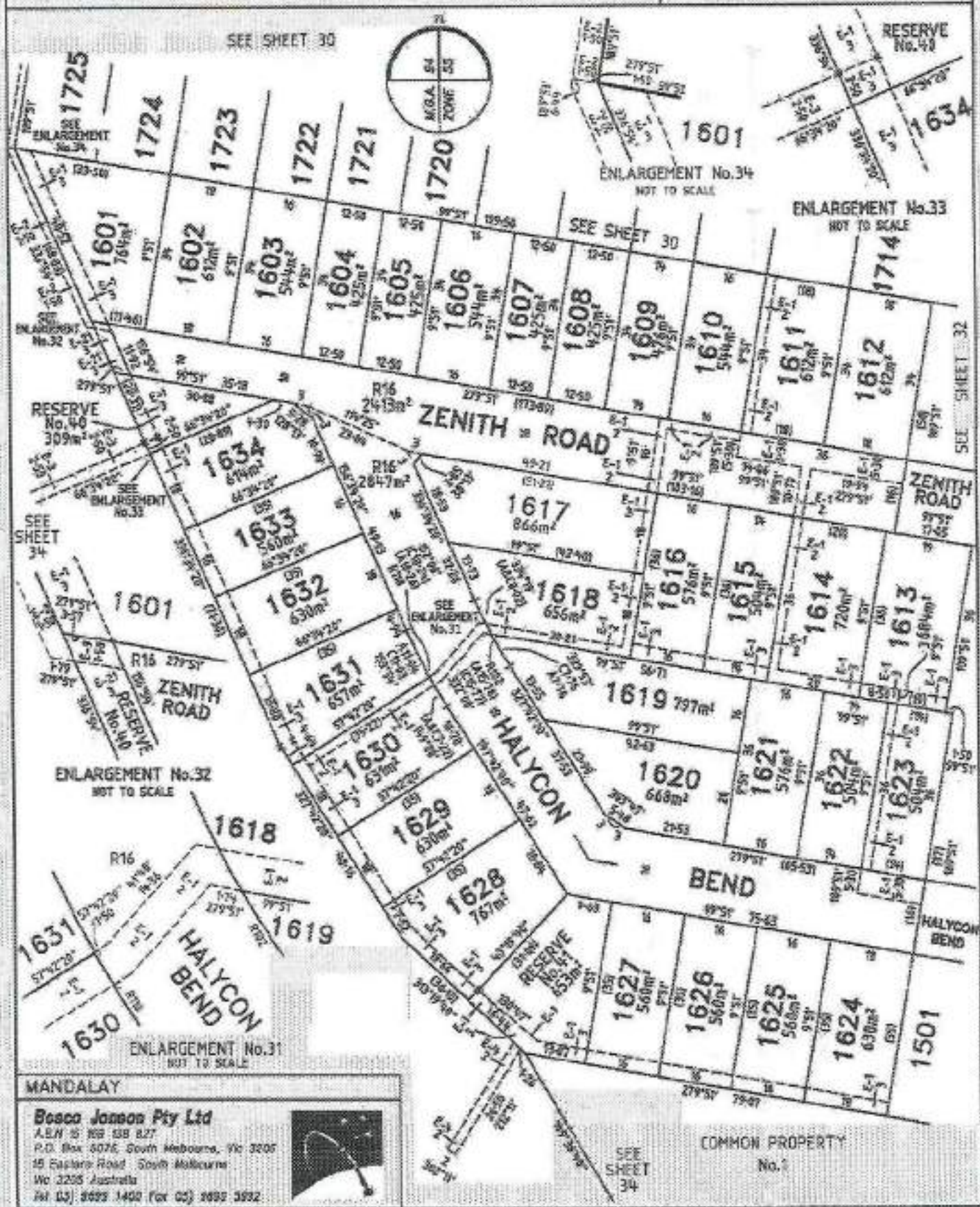
SIGNATURE DIGITALLY SIGNED DATE / /

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

Sheet 40

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY
Bosco Janson Pty Ltd
 A.B.N. 81 808 827
 P.O. Box 8076 South Melbourne, Vic 3206
 45 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel (03) 8699 1400 Fax (03) 8699 3692

ORIGINAL	SCALE
SCALE: 1:750	SHEET SIZE: A3
<p>LENGTHS ARE IN METRES</p>	

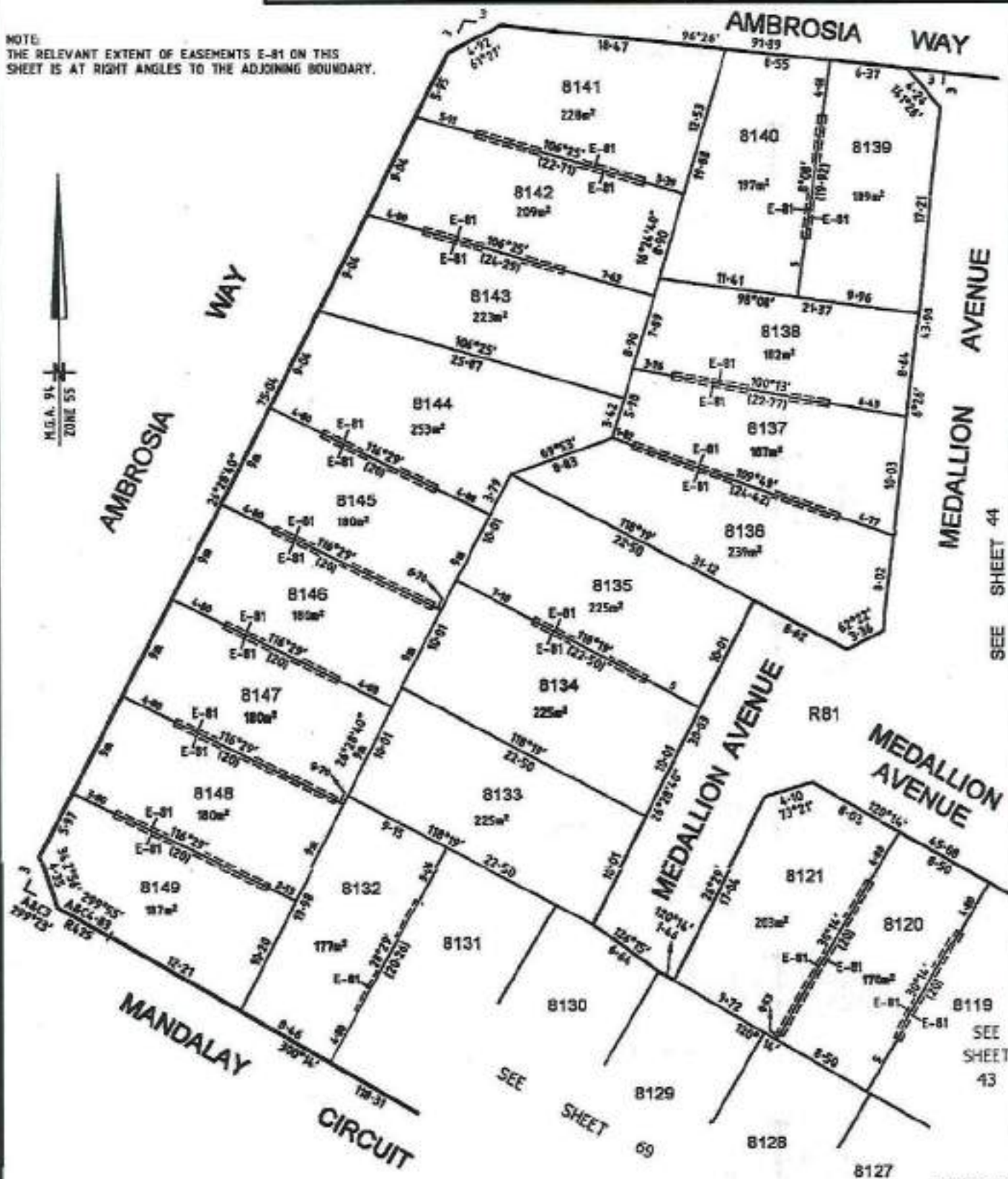
LICENCED SURVEYOR (PRINT) GREGORY STUART WILLIAMS
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 24610333 15/05/18 VERSION A
 IMG 2461035EA

Sheet No.

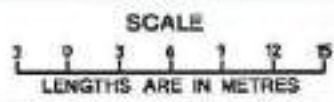
PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

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



Melbourne Survey T 9869 0813 F 9869 0901



ORIGINAL SCALE
1:300

SHEET 42
ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR

REF 0802S VERSION K

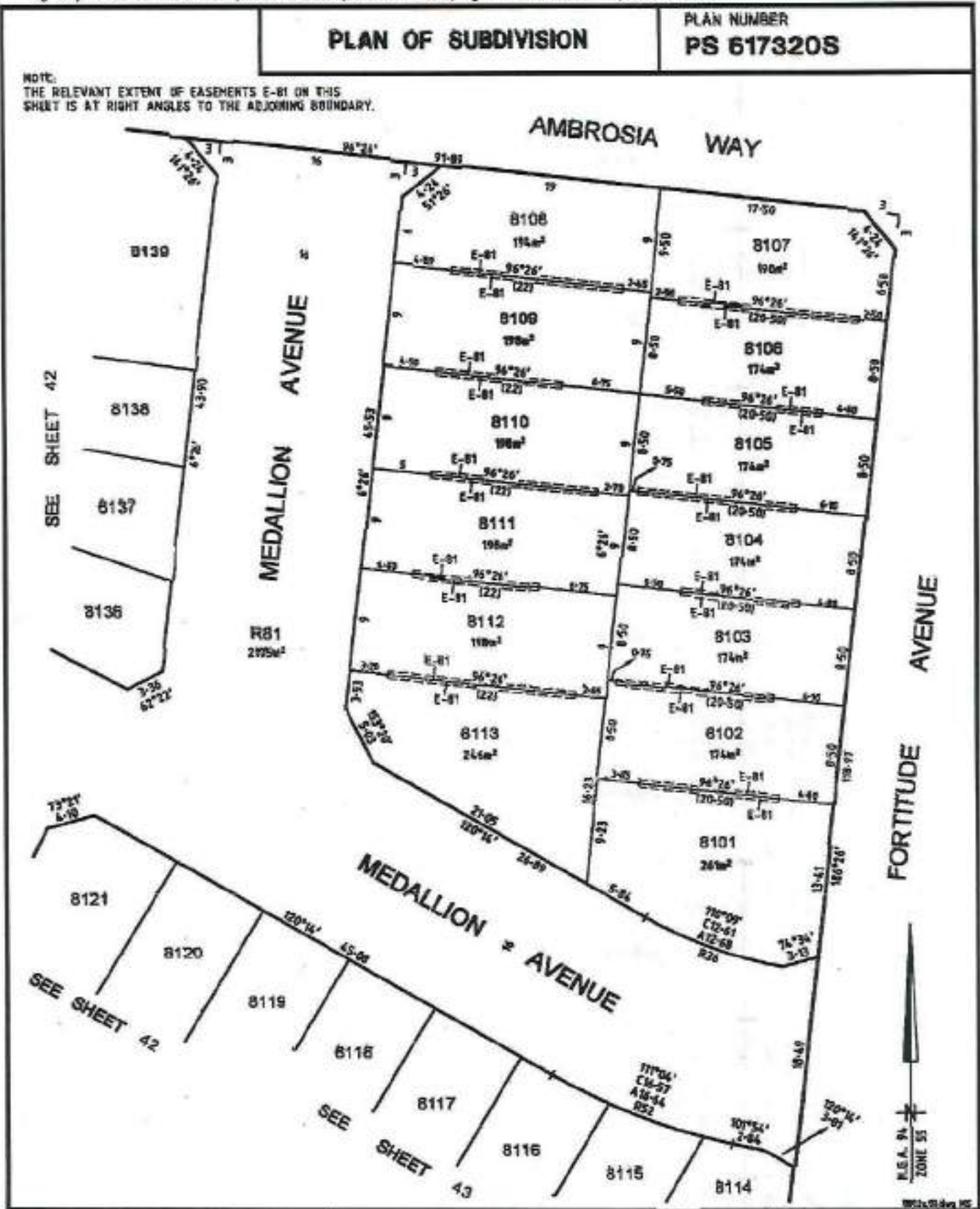
802x05.dwg 1:5

Signed by Court: Mitchell Shire Council, PP Ref: P3081811, Corr Ref: PL504014, Original Certificate: 15/10/2014, S.O.C.: 30/06/2015

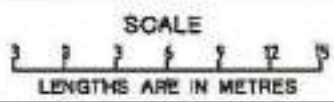
PLAN OF SUBDIVISION

PLAN NUMBER
PS 617320S

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



Melbourne Survey T 9389 0613 F 9659 0991



ORIGINAL SCALE
1:300

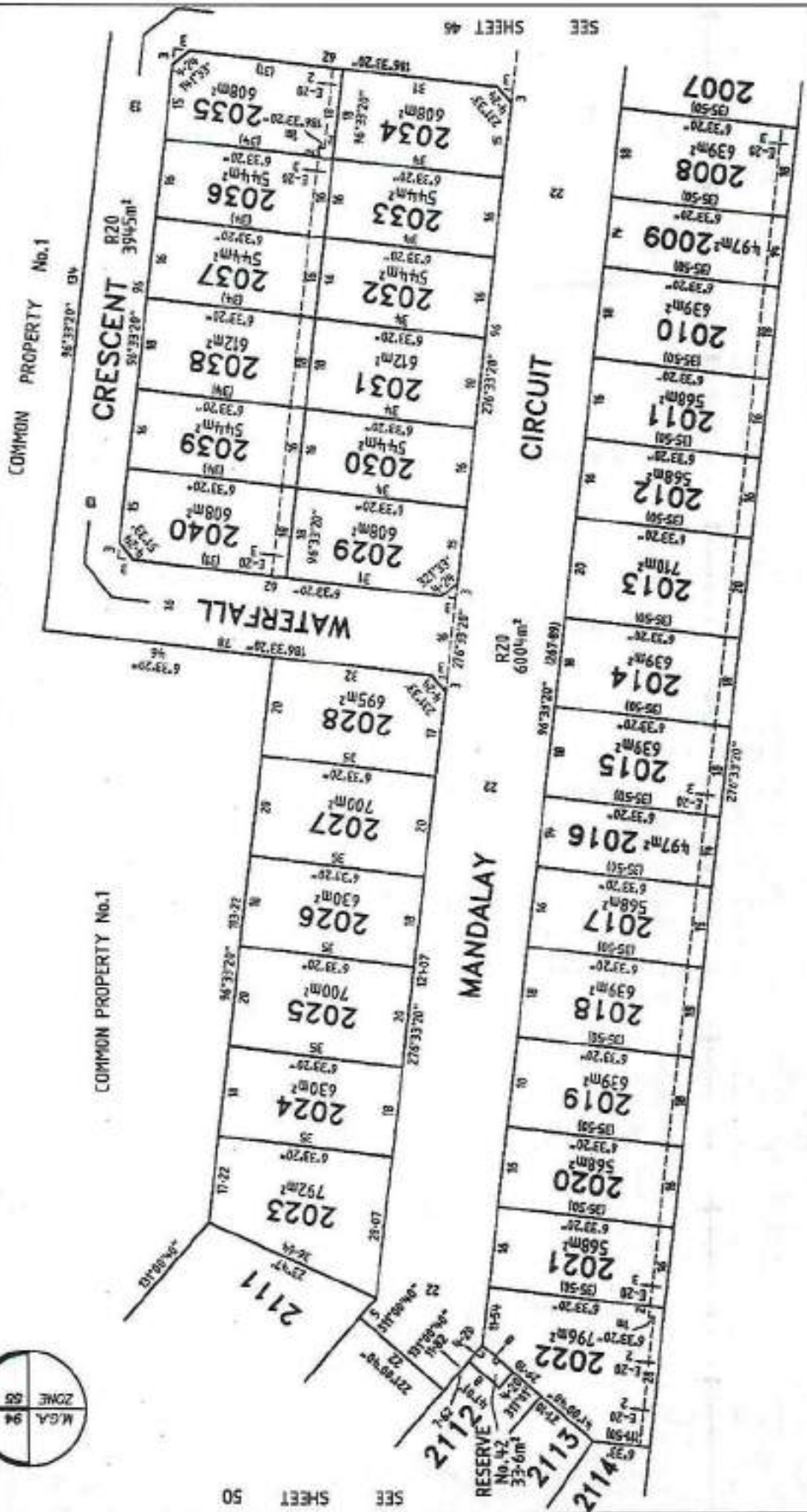
SHEET 44
ORIGINAL SHEET SIZE A3

DETAILED DRAWN BY LICENSED SURVEYOR: [Signature]

REF 0802s VERSION K

Plan Number
PS 617320S

PLAN OF SUBDIVISION



Sheet 45

UNLICENSED SURVEYOR (PROB) GREGORY STUART WILLIAMS
 SIGNATURE: _____ DATE: / /
 REF: 24610333 15/05/16 VERSION A
 DWG 2461035EA



ORIGINAL SCALE SHEET SIZE
 1:750 A3

MANDALAY

Bosco Jonson Pty Ltd
 A.B.N 15 869 108 827
 P.O. Box 5075, South Melbourne, Vic 3206
 16 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel (03) 9889 1400 Fax (03) 9889 5942



SEE SHEET 50

SEE SHEET 46

PLAN OF SUBDIVISION

Plan Number
PS 617320S



SEE SHEET 36 & 40



S95
 (4 PARTS)
 SEE SHEET 6

S95
 (4 PARTS)



ENLARGEMENT No.35
 NOT TO SCALE

SEE SHEET 30

SEE SHEET 49

MANDALAY

Bosco Jonson Pty Ltd
 A.B.N 15 959 139 827
 P.O. Box 3025, South Melbourne, Vic 3205
 45 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel (51) 9599 1400 Fax (05) 9599 5992



ENLARGEMENT No.36
 NOT TO SCALE

ORIGINAL		SCALE	
SCALE	SHEET SIZE		
1:750	A3	LENGTHS ARE IN METRES	

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

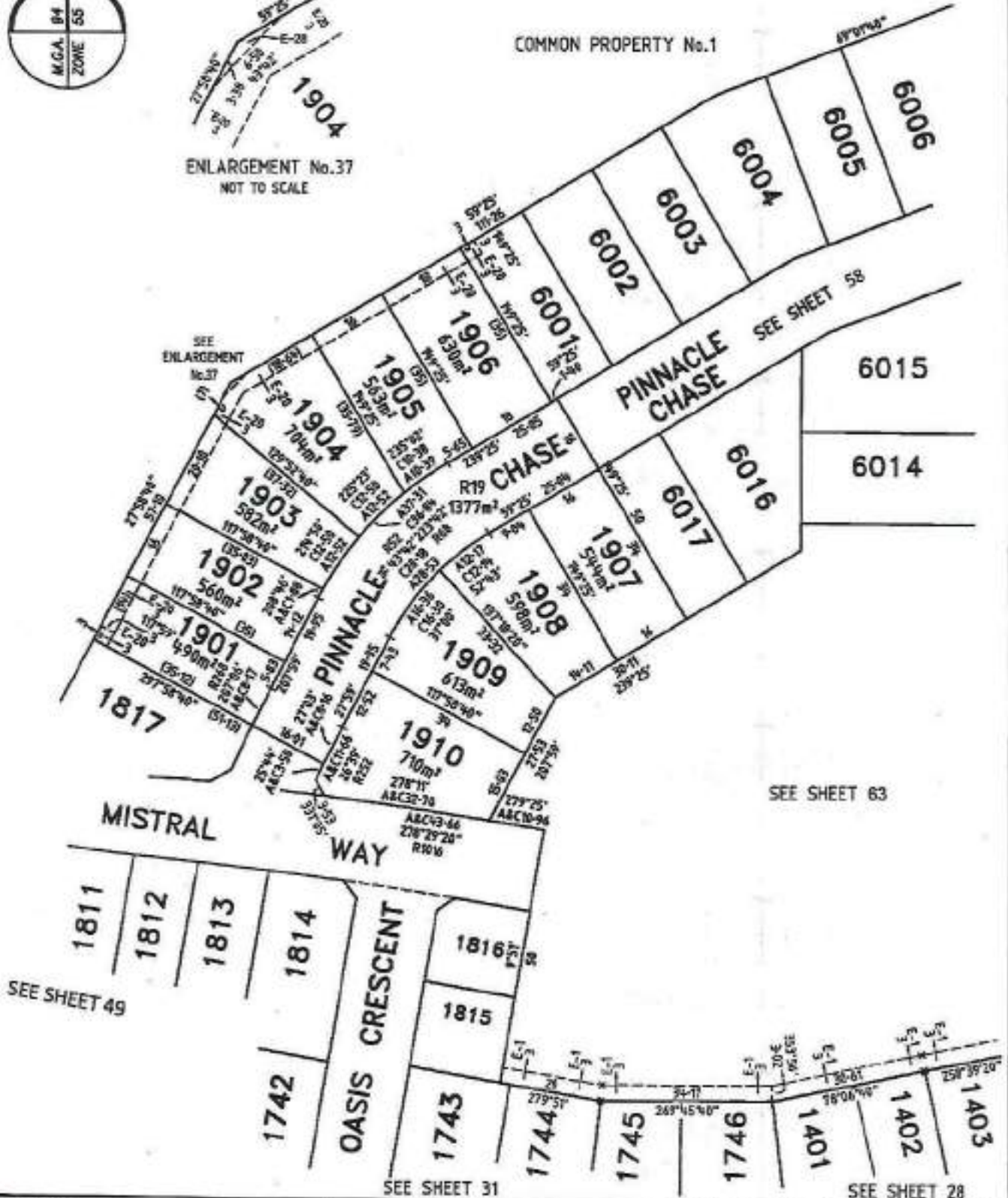
Sheet 47

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 99 08 827
 P.O. Box 5075, South Melbourne, Vic 3205
 18 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel (03) 9899 1400 Fax (03) 9899 5962



LICENCED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750



DATE 15/05/18

REFERENCE 24610333

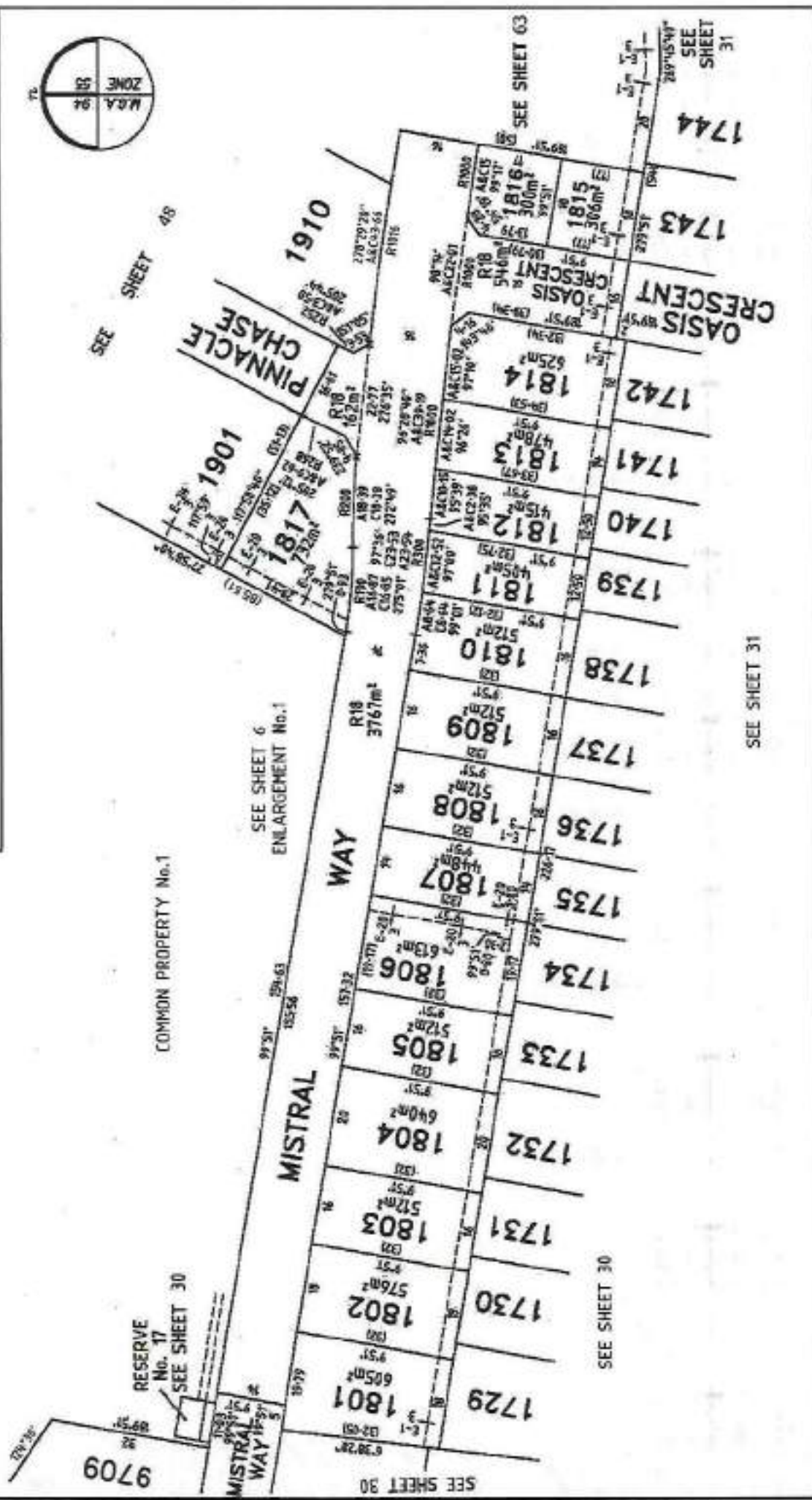
VERSION A

DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

SHEET 48

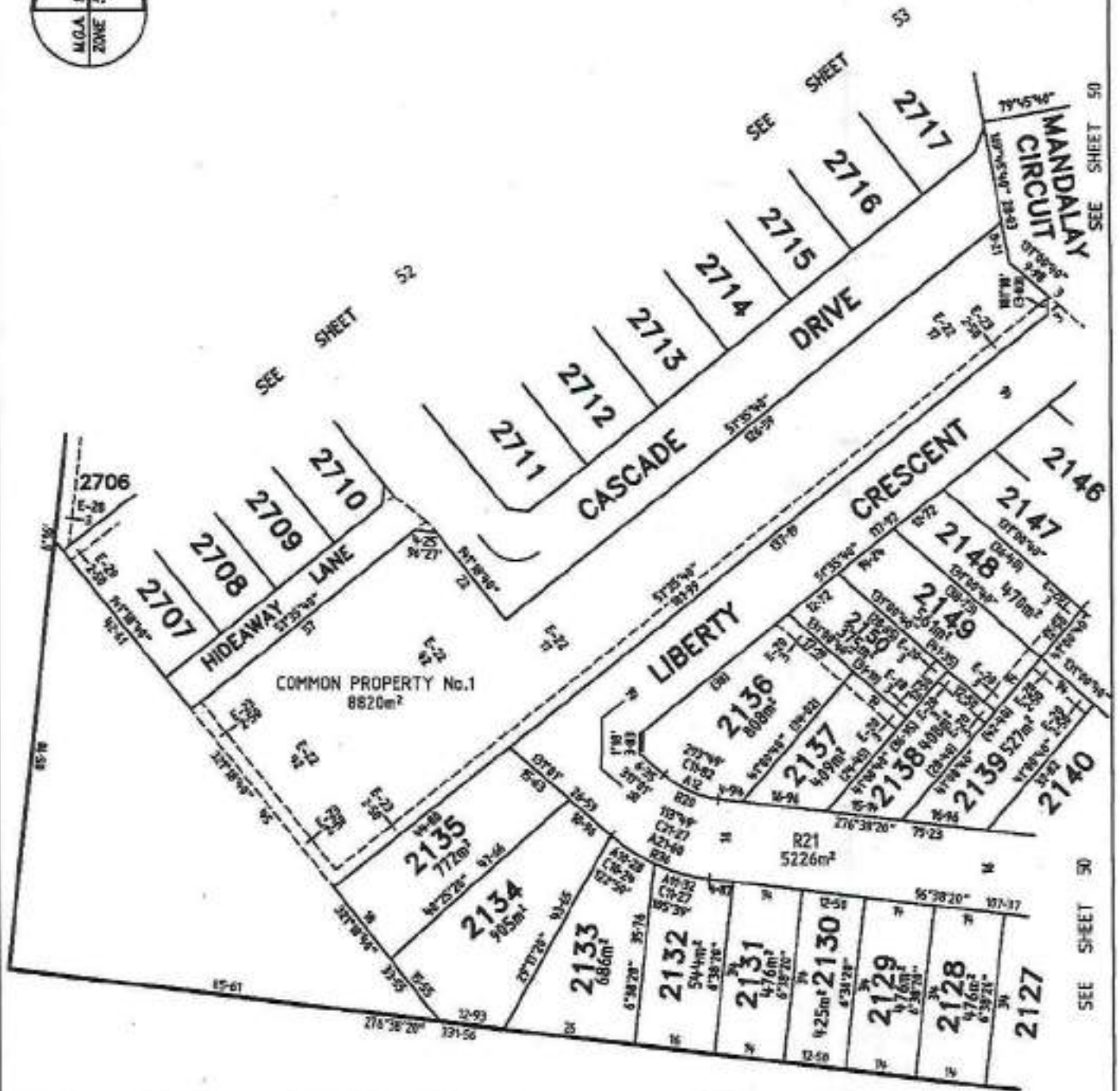
PLAN OF SUBDIVISION
Plan Number
PS 617320S



<p>MANDALAY Bosco Jonson Pty Ltd A.B.N 15 359 138 627 P.O. Box 3073, South Melbourne, Vic 3205 15 Eastern Road, South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5892</p>	<p>SCALE SHEET SIZE 1:750 A3</p>	<p>ORIGINAL</p>	<p>SCALE 1:5 0 15 30 LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) GREGORY STUART WILLIAMS SIGNATURE DIGITALLY SIGNED DATE / / REF 24.619333 15/05/18 VERSION A SMC 24.61935EA</p>	<p>Sheet 49</p>
	<p>SEE SHEET 47</p>	<p>SEE SHEET 30</p>	<p>SEE SHEET 31</p>	<p>SEE SHEET 48</p>	

PLAN OF SUBDIVISION

Plan Number
PS 617320S



MANDALAY

Bosco Jonson Pty Ltd

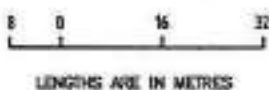
ABN 15 169 136 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 8699 1400 Fax 03) 8699 5992



ORIGINAL

SCALE

SCALE SHEET SIZE
1:800 A3



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

Sheet 51

SEE SHEET 50

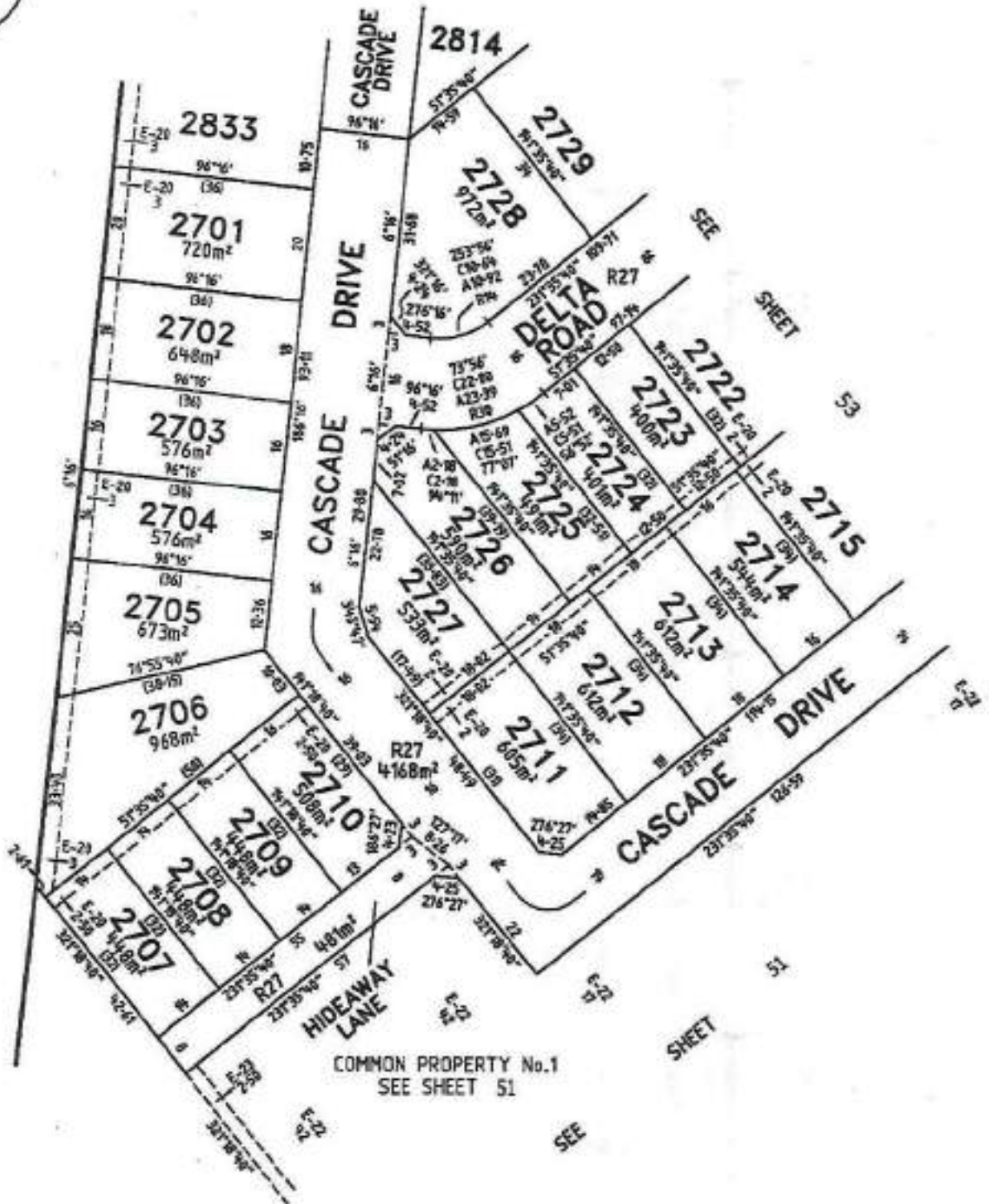
SEE SHEET 50

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 54



MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750



Bosco Jonson Pty Ltd
 ABN 15 859 138 827
 P.O. Box 3073, South Melbourne, Vic 3205
 15 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel (03) 9889 1400 Fax (03) 9889 5892



DATE 15/05/18
 VERSION A

REFERENCE 24610333
 DRAWING 2461035EA

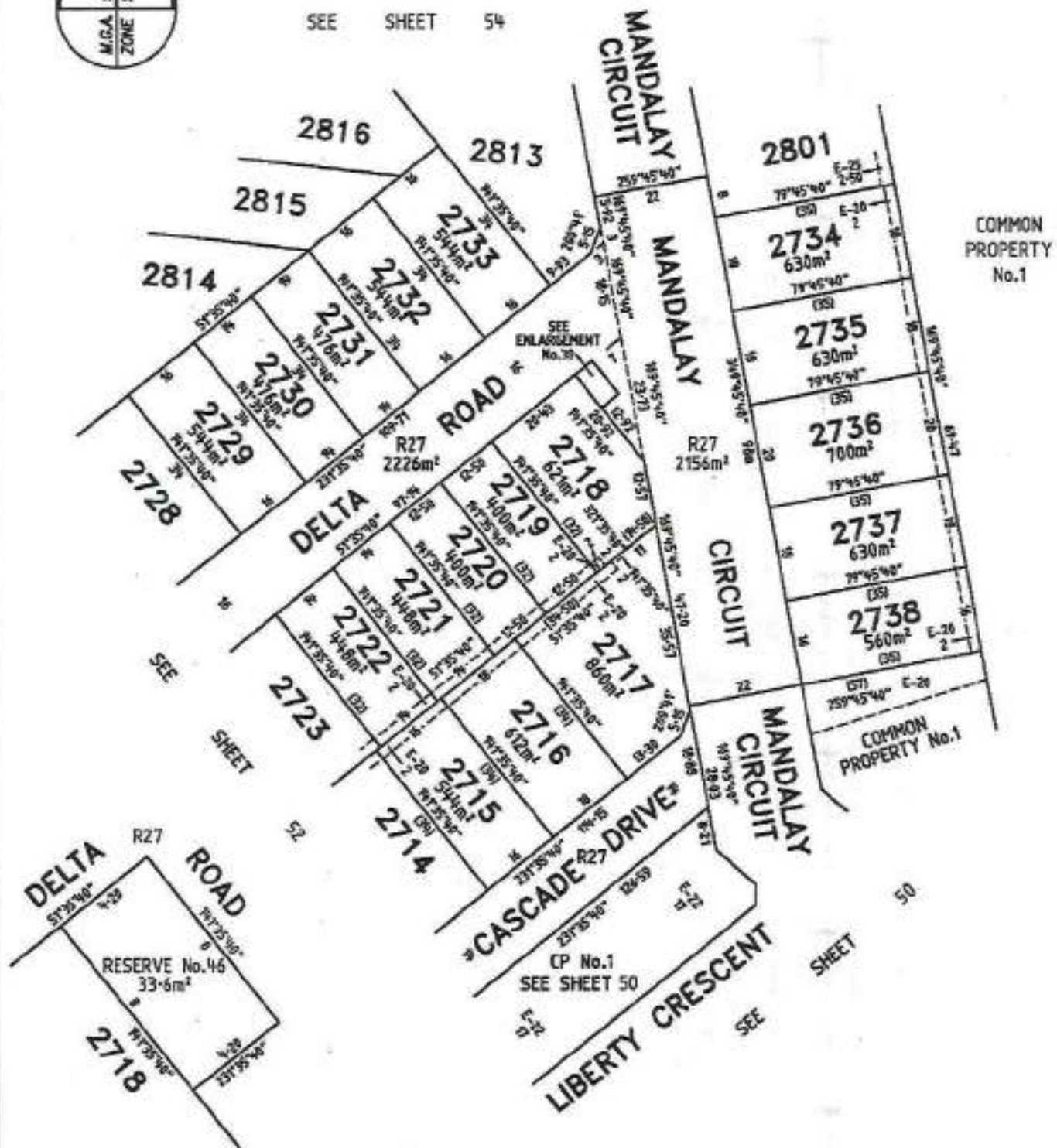
ORIGINAL SHEET SIZE A3
 SHEET 52

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 54



MANDALAY

Bosco Jonson Pty Ltd
A.B.N 15 459 132 827
P.O. Box 5076, South Melbourne, Vic 3205
15 Eastern Road South Melbourne
Vic 3205 Australia
Tel (03) 8699 1400 Fax (03) 8699 5982

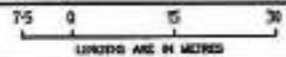


LICENCED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

SCALE 1:750



ORIGINAL SHEET SIZE A3

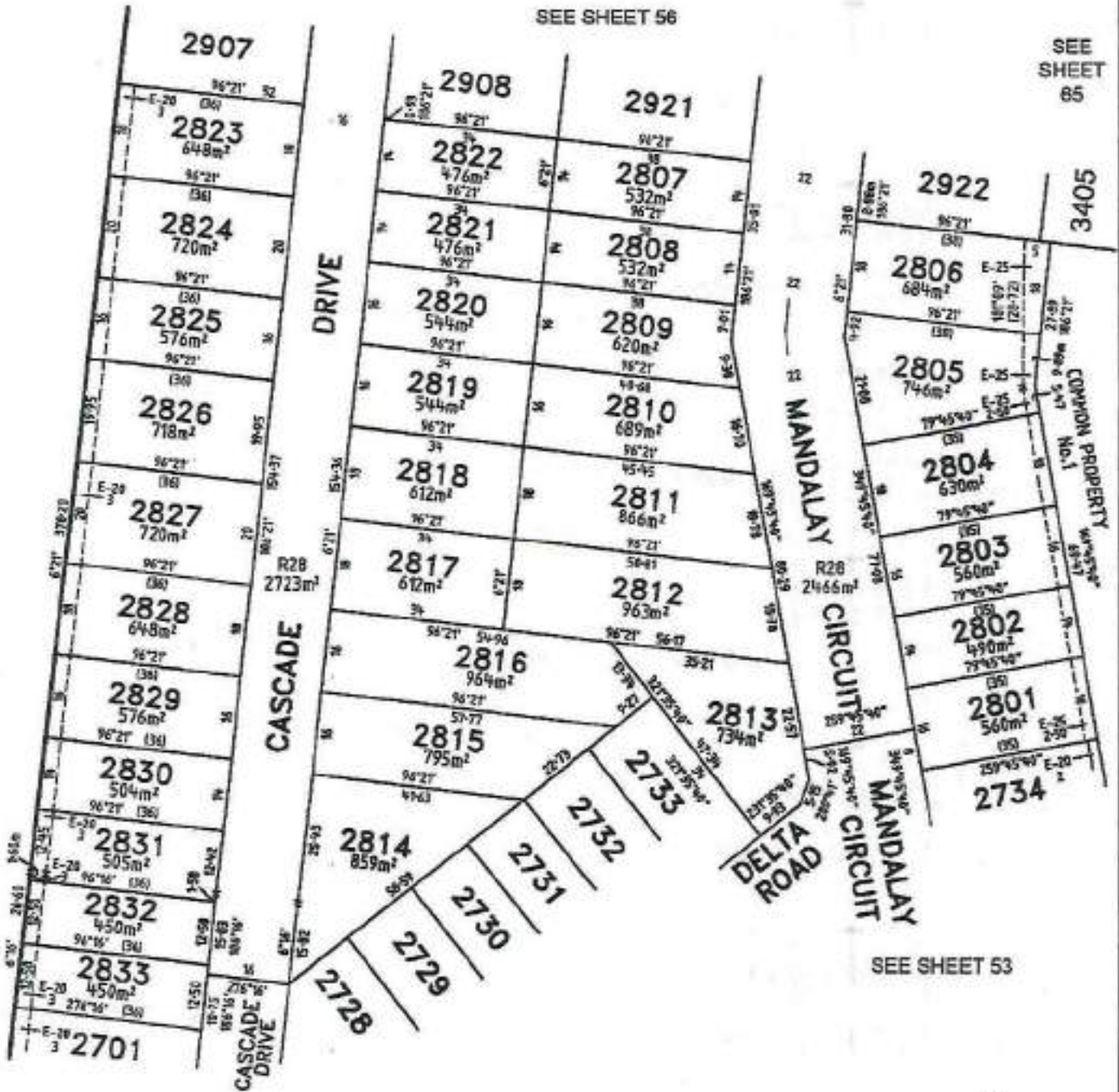
SHEET 03

PLAN OF SUBDIVISION

PS 617320S

SEE SHEET 56

SEE SHEET 65



SEE SHEET 52

SEE SHEET 53



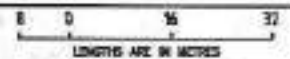
MANDALAY

Bosco Jonson Pty Ltd
 A.B.N 16 819 138 827
 P.O. Box 5076, South Melbourne, Vic 3205
 W Eastern Road South Melbourne
 Vic 3205 Australia
 Tel (03) 9899 1400 Fax (03) 9899 5932



LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:800



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

S95
 (4 PARTS)
 SEE SHEET 6

9705
 9704
 9703
 9702
 9701
 SEE SHEET 47

1726
 GOLF LINKS DRIVE
 SEE SHEET 30
 1725
 SEE SHEET 30

SEE SHEET 30

SEE SHEET 31

MANDALAY		LICENSED SURVEYOR GREGORY STUART WILLIAMS	SCALE 1:800	 LONGER ARE IN METRES	
Bosco Jonson Pty Ltd A.B.N. 55 159 136 837 P.O. Box 5078, South Melbourne, VIC 3206 86 Eastern Road, South Melbourne VIC 3205 Australia Tel (03) 9889 1400 Fax (03) 9889 5882		DATE 15/05/18	REFERENCE 24610333	ORIGINAL SHEET SIZE A3	
		VERSION A	DRAWING 2461035EA	SHEET 55	

PLAN OF SUBDIVISION

PS 617320S



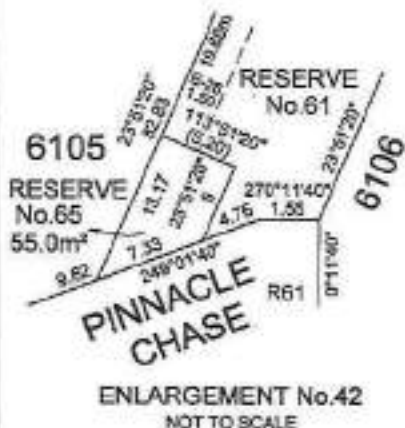
COMMON PROPERTY No.1

RESERVE No.61

SEE SHEET 58

SEE SHEET 35

PINNACLE CHASE



SEE SHEET 63

SEE ENLARGEMENT No.39



MISTRAL WAY

SEE SHEET 28

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:800

0 5 10 20 30
METRES

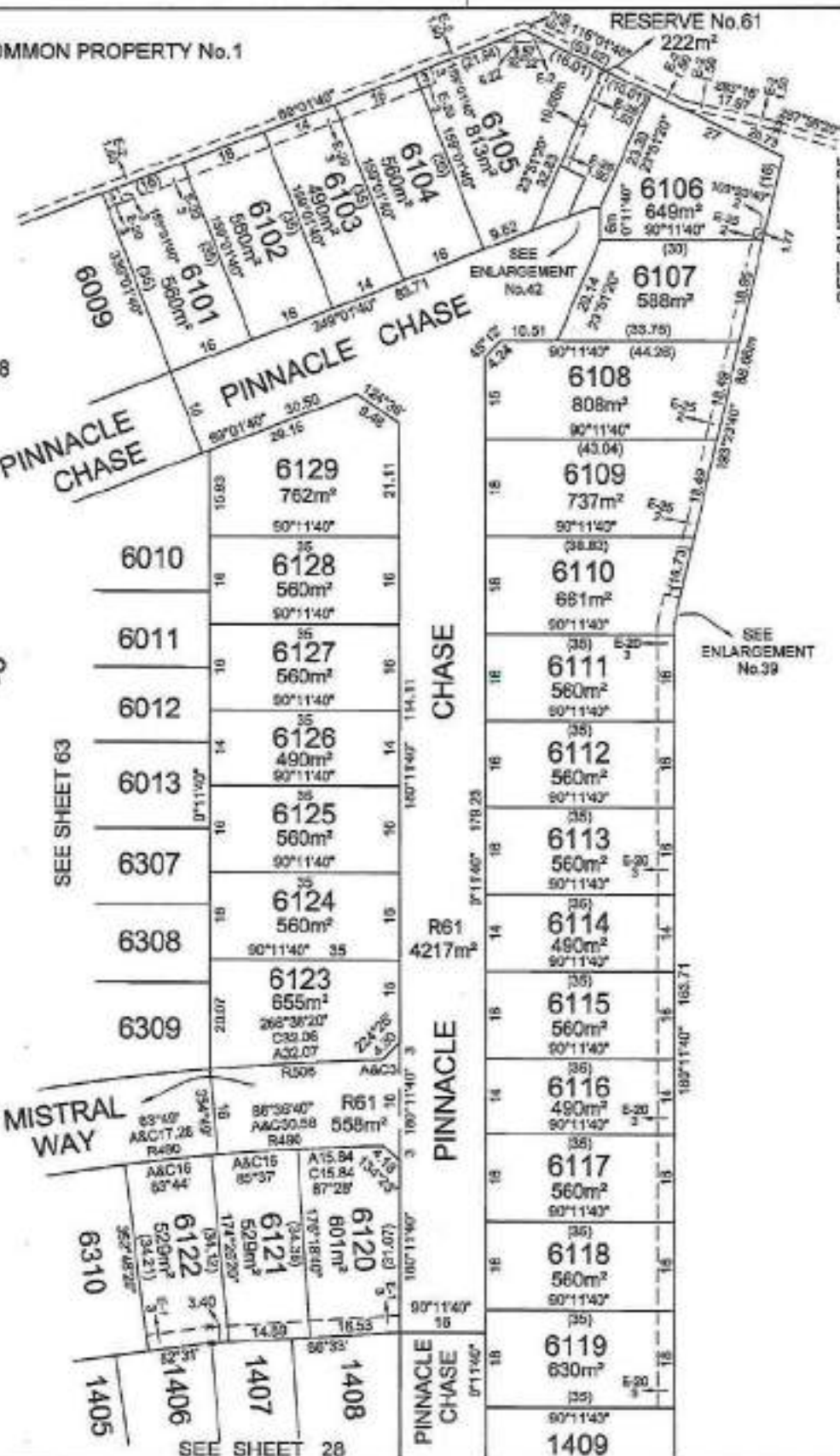


Lyssna Group Pty Ltd
ABN 15 625 911 151
Tel: +61 8 8256 6200
PO Box 1096, South Melbourne 3200
Suite 1, 102 Docks Street
Southbank VIC 3006 Australia

DATE: 21/01/19
DRAWING: CM0081AB

REFERENCE: AA00715
DRAWN BY: LB

ORIGINAL SHEET SIZE: A3
SHEET 57

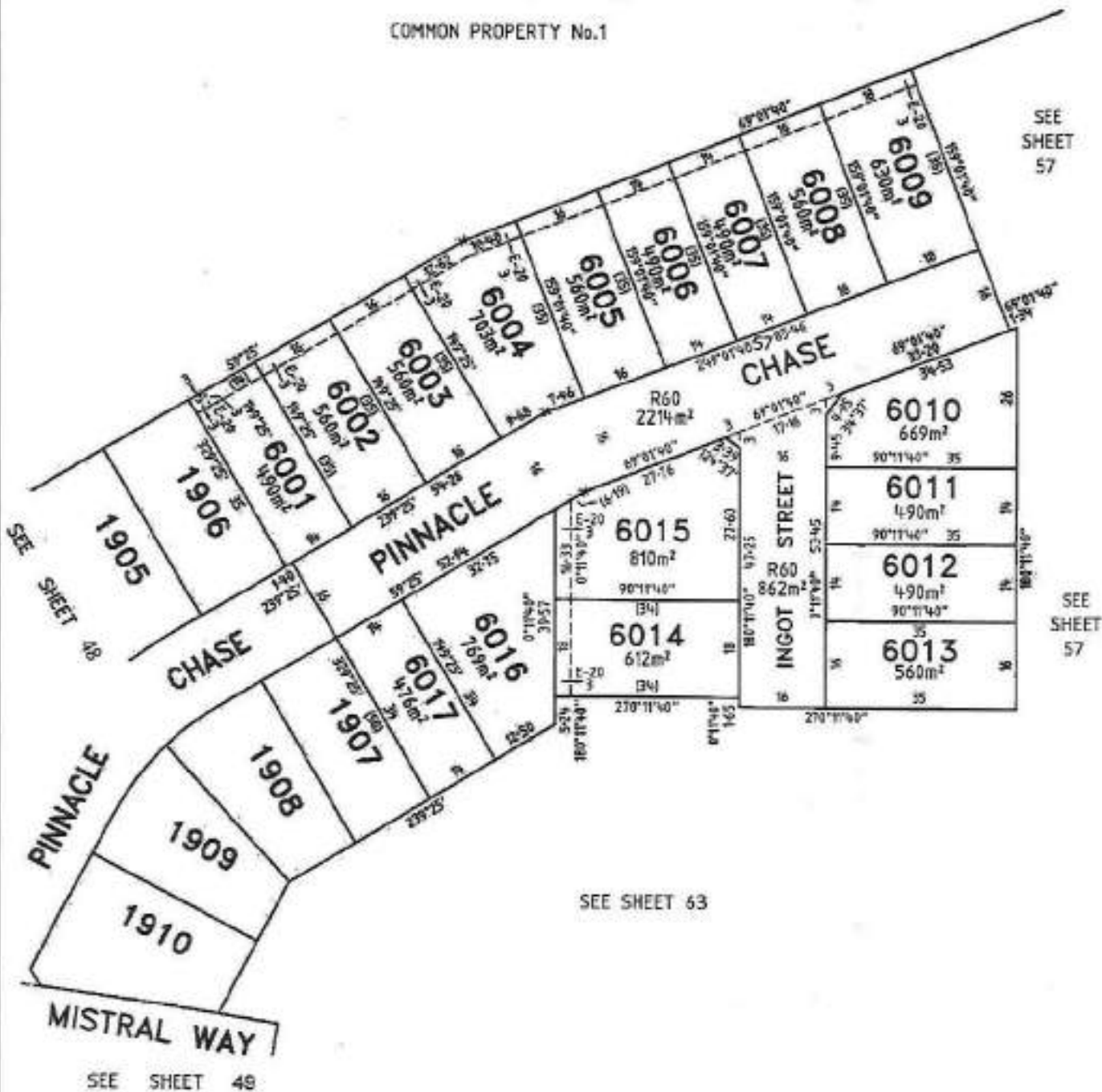


PLAN OF SUBDIVISION

PS 617320S



COMMON PROPERTY No.1



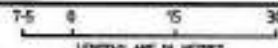
MANDALAY

Bosco Jonson Pty Ltd
 A.B.N 15 169 138 827
 P.O. Box 5079, South Melbourne, Vic 3209
 18 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel (03) 9699 1400 Fax (03) 9699 5892



LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750



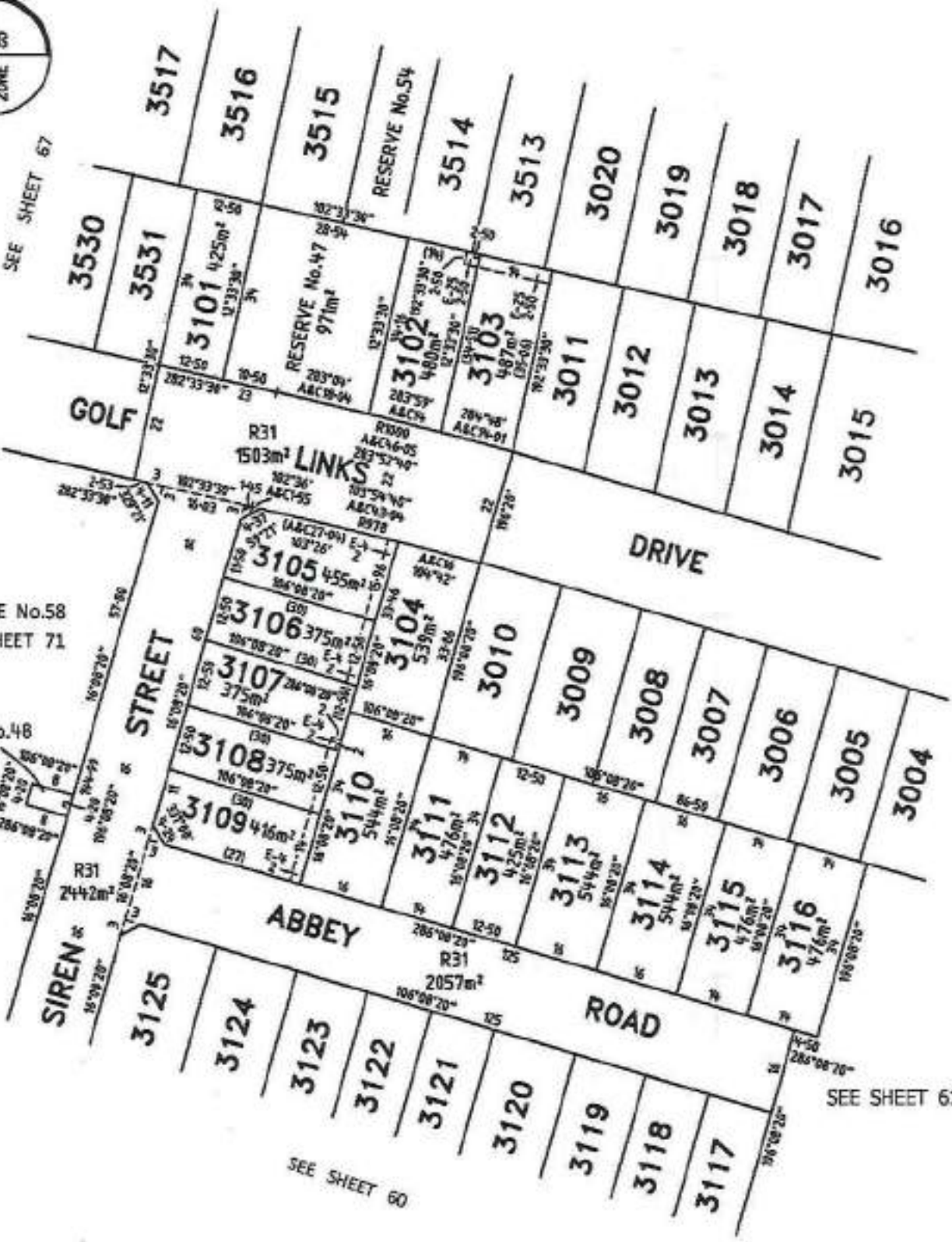
DATE 15/05/18
 VERSION A

REFERENCE 24.610333
 DRAWING 24.61035EA

ORIGINAL SHEET SIZE A3
 SHEET 58

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 67

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 15 999 138 827
P.O. Box 6075, South Melbourne, Vic 3205
18 Eastern Road South Melbourne
Vic 3205 Australia
Tel (03) 9699 1400 Fax (03) 9699 5992



DATE 15/05/18

REFERENCE 24610333

VERSION A

DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

SHEET 09

PS 617320S

PLAN OF SUBDIVISION



SEE SHEET 59
R31
ABBEEY ROAD

ROAD

SEE SHEET 66

SEE SHEET 64

SEE SHEET 64

SEE SHEET 61

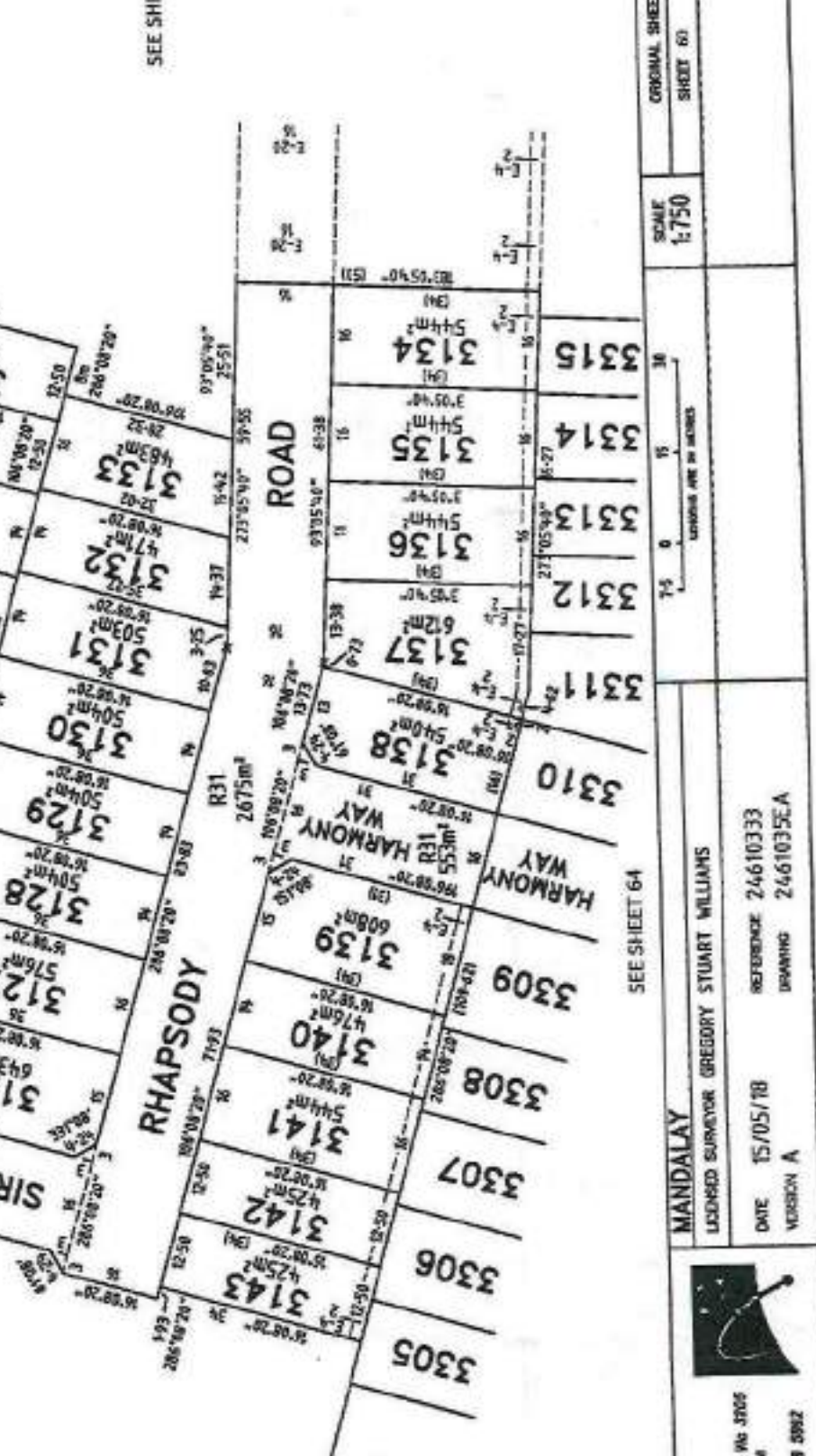
SEE SHEET 61

SEE SHEET 64

SEE SHEET 64

SEE SHEET 64

SEE SHEET 64



SCALE
1:750

ORIGINAL SHEET SIZE AS
SHEET 61

MANDALAY
LICENCED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18
VERSION A

REFERENCE 24610333
DRAWING 2461035EA

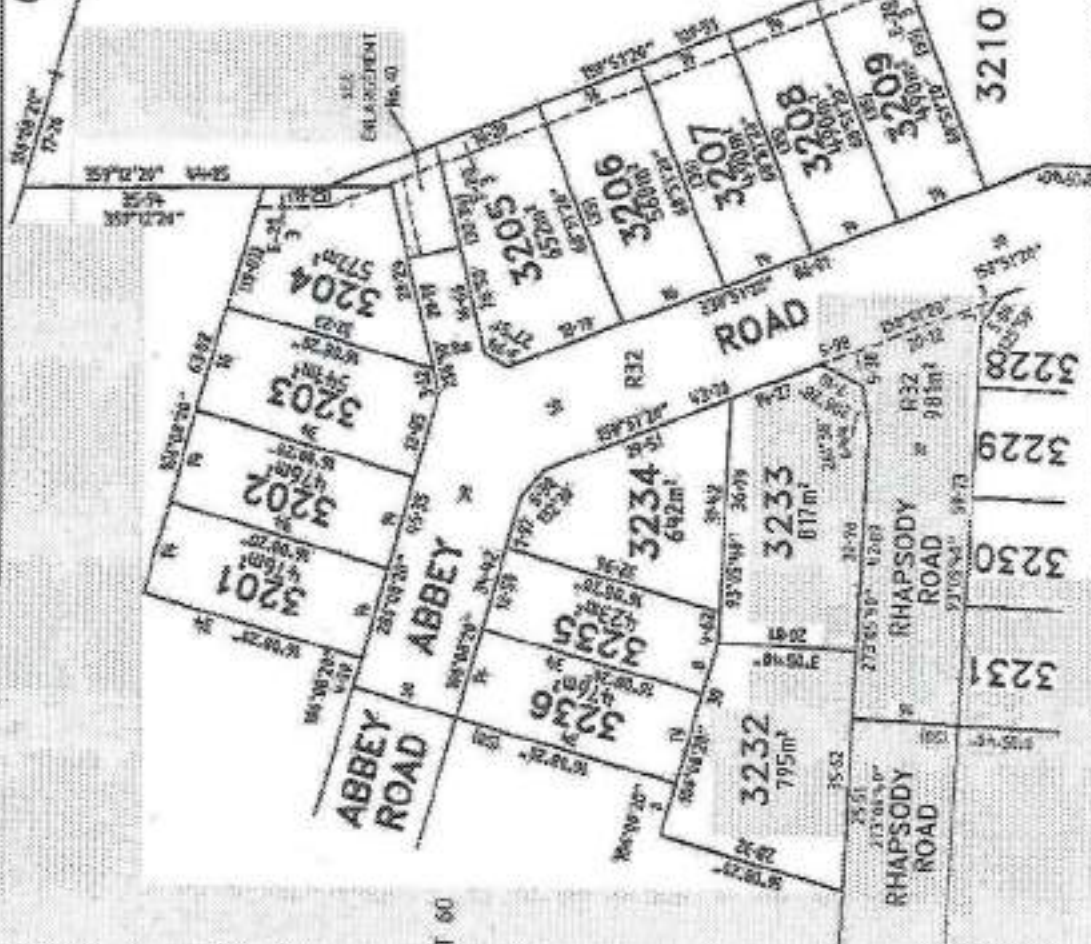


Boco-Joneson Pty Ltd
 A.B.N 55 603 128 607
 P.O. Box 6076, South Melbourne, Vic 3205
 16 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel 03 9699 1400 Fax 03 9699 5992

PS 617320S

PLAN OF SUBDIVISION

GOLF LINKS DRIVE
 SEE SHEET B



SCALE
 1:750

SEE SHEET 62

MANDALAY

LICENSED SURVEYOR GREGORY STEART WELLS
 DATE 15/05/18 REFERENCE 24.610333
 VERSION A DRAWING 24.61035EA

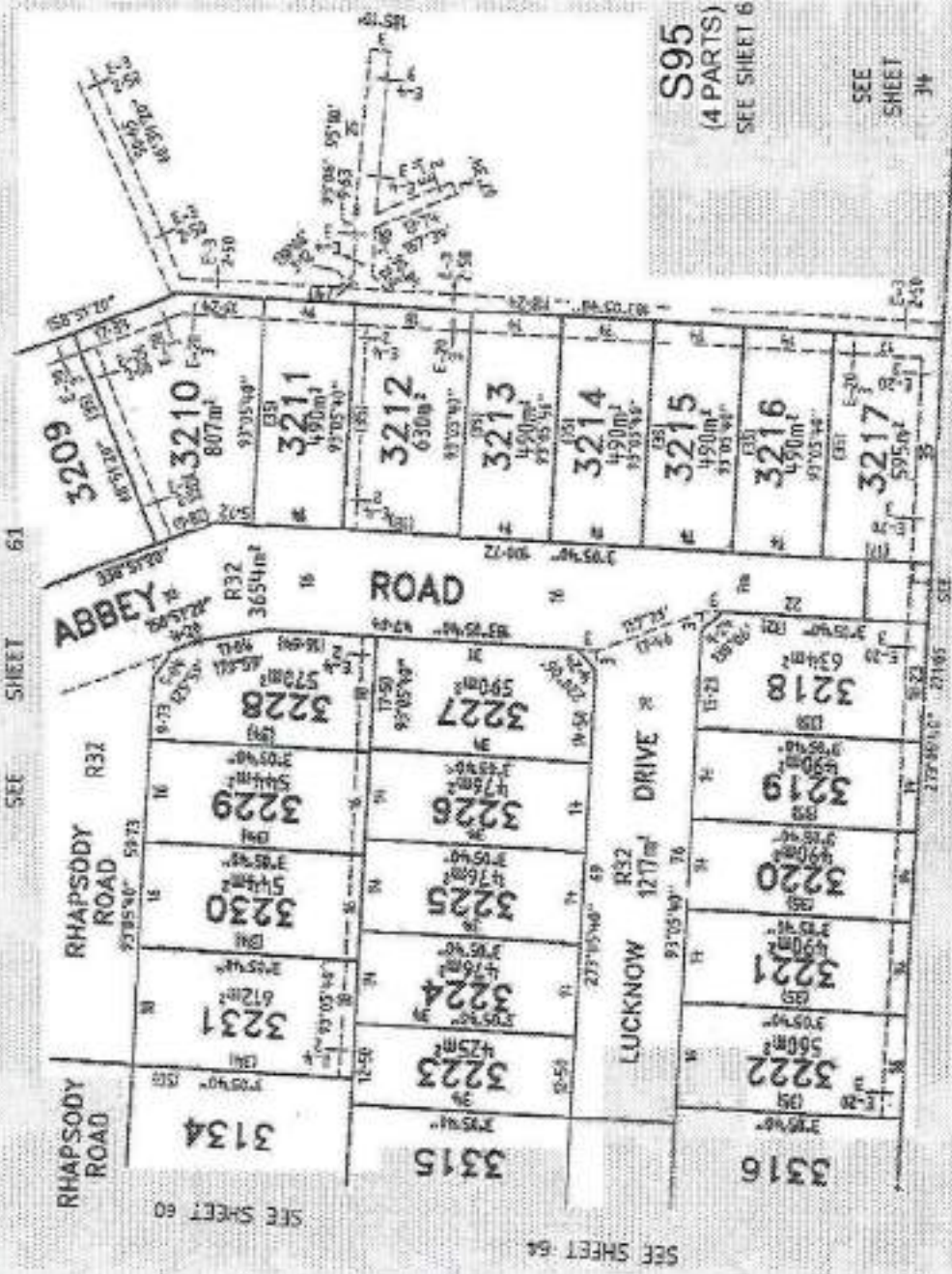


Boscov-Jonson Pty Ltd
 ABRN 16 88 016 217
 P.O. Box 4076, South Melbourne, VIC 3206
 8 Eastern Road, South Melbourne
 VIC 3205 Australia
 Tel 03 9008 1400 Fax 03 9659 5093

PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 61



SEE SHEET 60

SEE SHEET 64

S95
(4 PARTS)
SEE SHEET 6

SEE SHEET 34



ENLARGEMENT No. 4
1:10 TO SCALE

MANDALAY

LICENCED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18

REFERENCE 24610333

VERSION A

DRAWING 2461035EA



Basco Jonson Pty Ltd

2/111 St Georges Terrace, Perth WA 6000
 P.O. Box 5075, South Melbourne, VIC 3206
 80 Eastern Road, South Melbourne
 80 3105 Australia
 Tel (03) 9398 7400 Fax (03) 9398 5992

ORIGINAL SHEET SIZE: A2

SCALE: 1:750

15 0 5 30
CENTIMETRES OR METRES

SEE SHEET 34

SEE SHEET 60

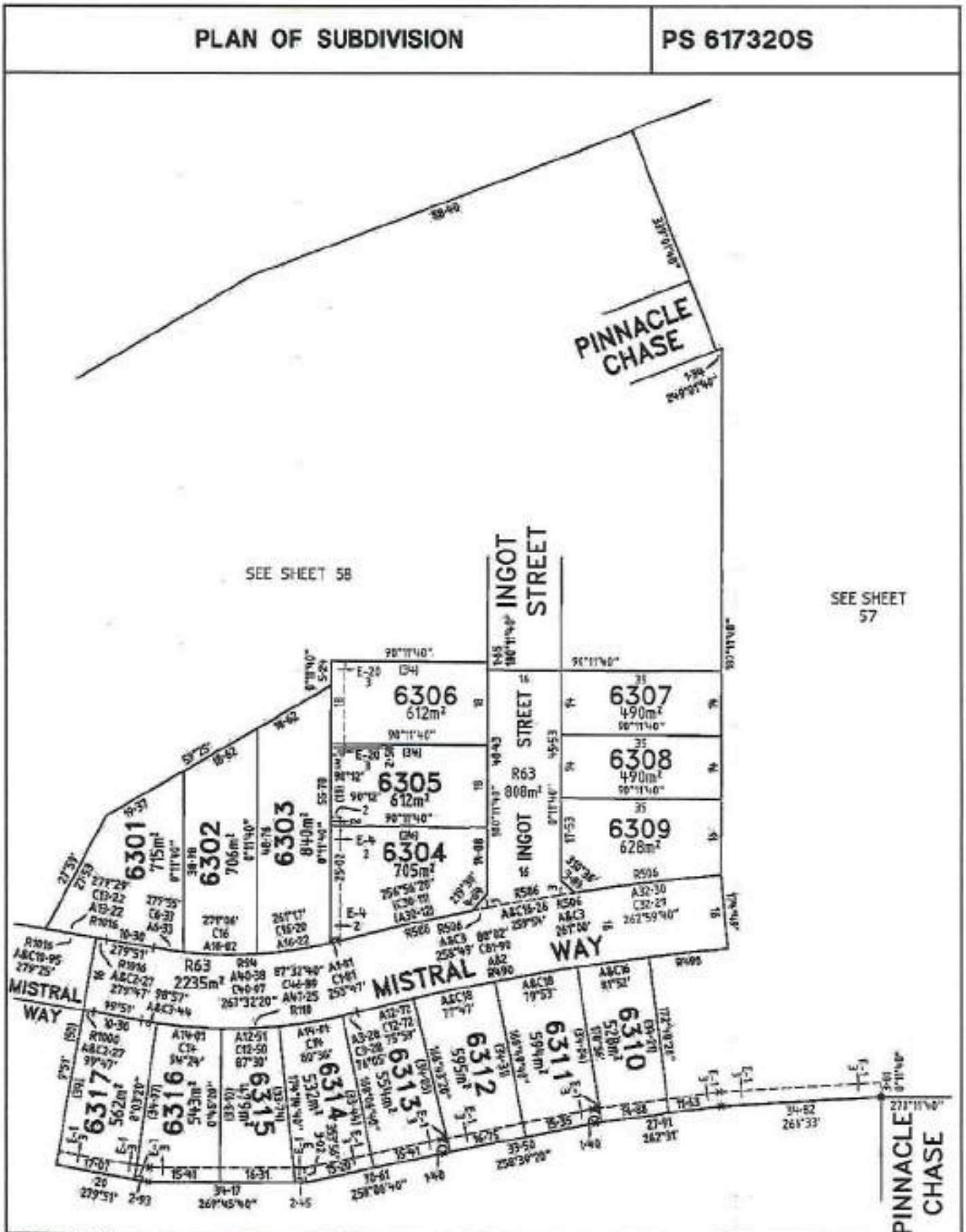
SEE SHEET 61

SEE SHEET 64

SEE SHEET 65

PLAN OF SUBDIVISION

PS 617320S



PINNACLE CHASE

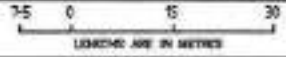
SEE SHEET 58

SEE SHEET 57

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE 1:750



Boaco Janson Pty Ltd
 A.B.N 15 159 138 827
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel (03) 8695 1400 Fax (03) 8695 5982



DATE 15/05/18
 VERSION A

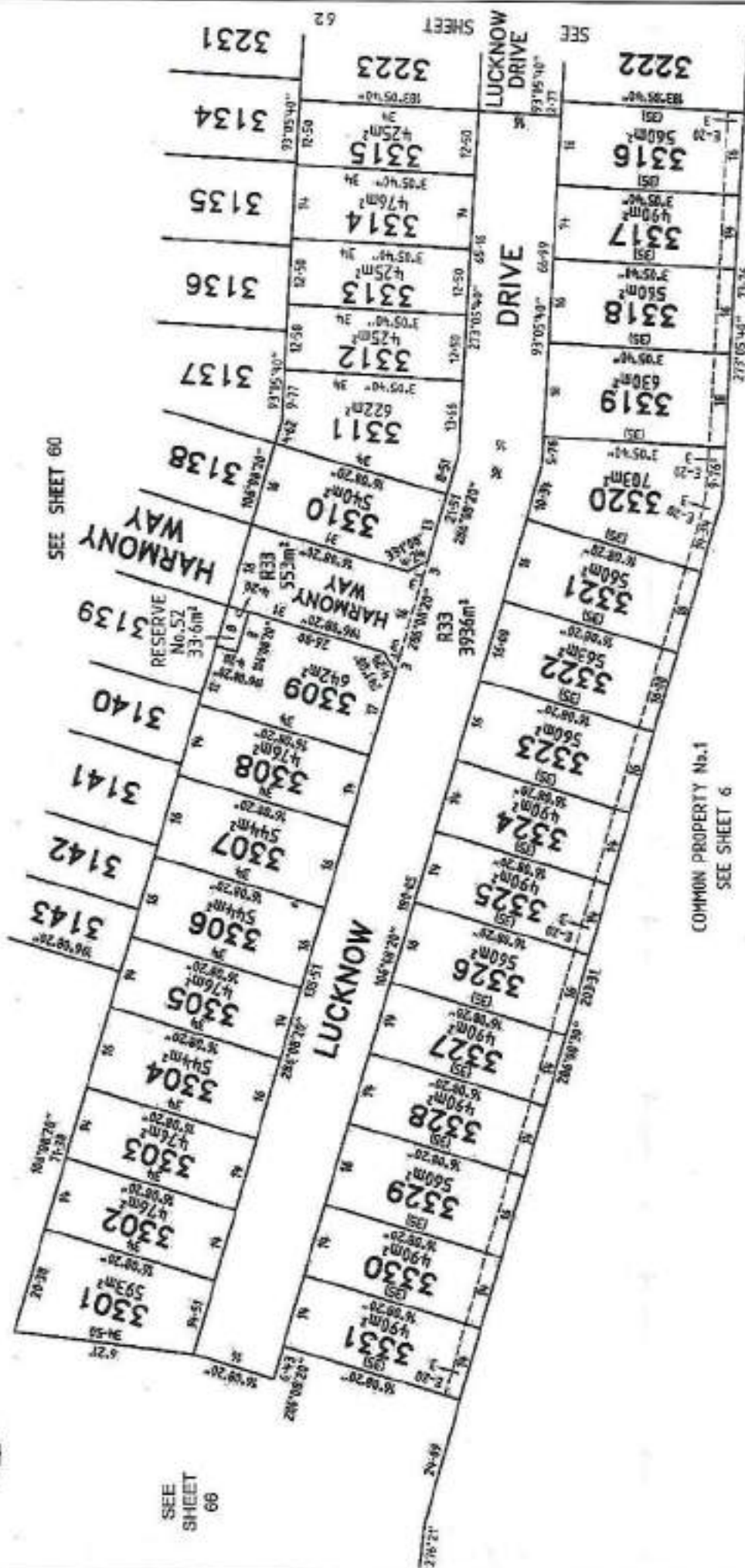
REFERENCE 24610333
 DRAWING 2461035EA

ORIGINAL SHEET SIZE A3

SHEET 63

PS 617320S

PLAN OF SUBDIVISION



SEE SHEET 60

HARMONY WAY

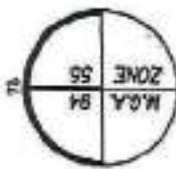
RESERVE No. 52

LUCKNOW DRIVE

LUCKNOW DRIVE

SEE SHEET 62

COMMON PROPERTY No.1
SEE SHEET 6



SEE SHEET 66

MANDALAY

LICENSED SURVEYOR GREGORY STUART WILLIAMS

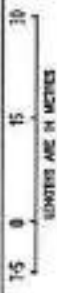
DATE 15/05/18 REFERENCE 24610333
VERSION A DRAWING 2461035EA



Bosco Jonson Pty Ltd
 ABN 15 69 137 607
 P.O. Box 3075, South Melbourne, Vic 3205
 18 Eastern Road, South Melbourne
 191 3205 Australia
 Tel 03 9298 1400 Fax 03 9299 2882

ORIGINAL SHEET
SIZE AS SHEET 64


SCALE
1:750



PLAN OF SUBDIVISION

PS 617320S



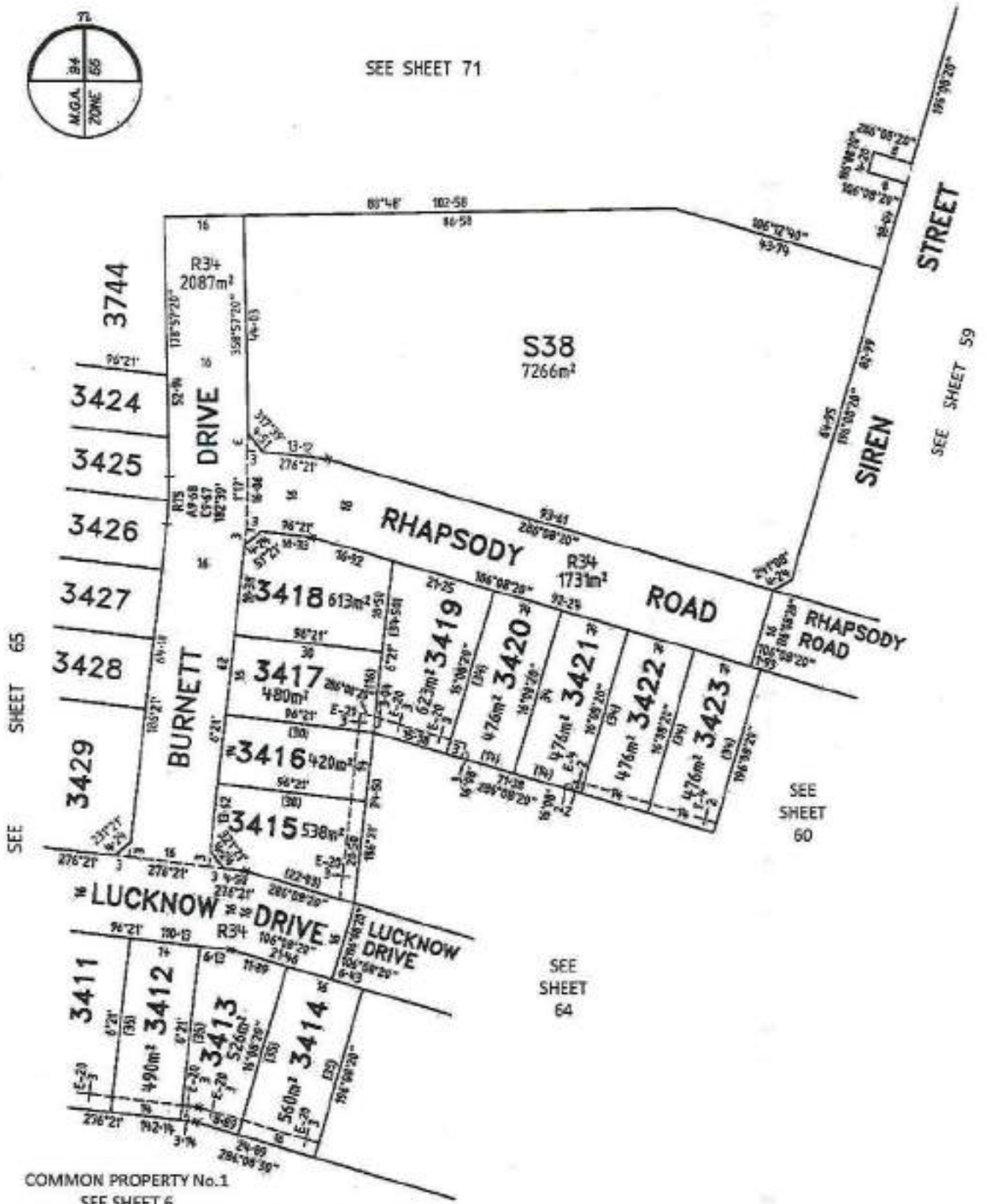
 <p>Lyssna Group Pty Ltd Tel: +61 3 9516 6898 PO Box 3205, South Melbourne 3205 Suite 5, 150 Devide Street Southbank VIC 3006 Australia</p>	MANDALAY LICENSED SURVEYOR: ANDREW J. REAY DATE: 08/11/17 DRAWING: CM0051AB	SCALE: 1:800 REFERENCE: AAO015 DRAWN BY: LS	0 5 10 20 30 METRES ORIGINAL SHEET SIZE: A3 SHEET 65
	EASEMENT CONTINUES ON SHEET 6		

PLAN OF SUBDIVISION

PS 617320S



SEE SHEET 71



MANDALAY

Bosco Jonson Pty Ltd
 A.B.N 15 80 108 827
 P.O. Box 5075, South Melbourne, Vic 3205
 10 Eastern Road South Melbourne
 Vic 3206 Australia
 Tel (03) 9699 1400 Fax (03) 9699 3962

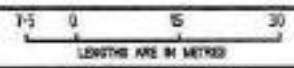


LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 15/05/18
 VERSION A

REFERENCE 24.610343
 DRAWING 24.61035EA

SCALE 1:750

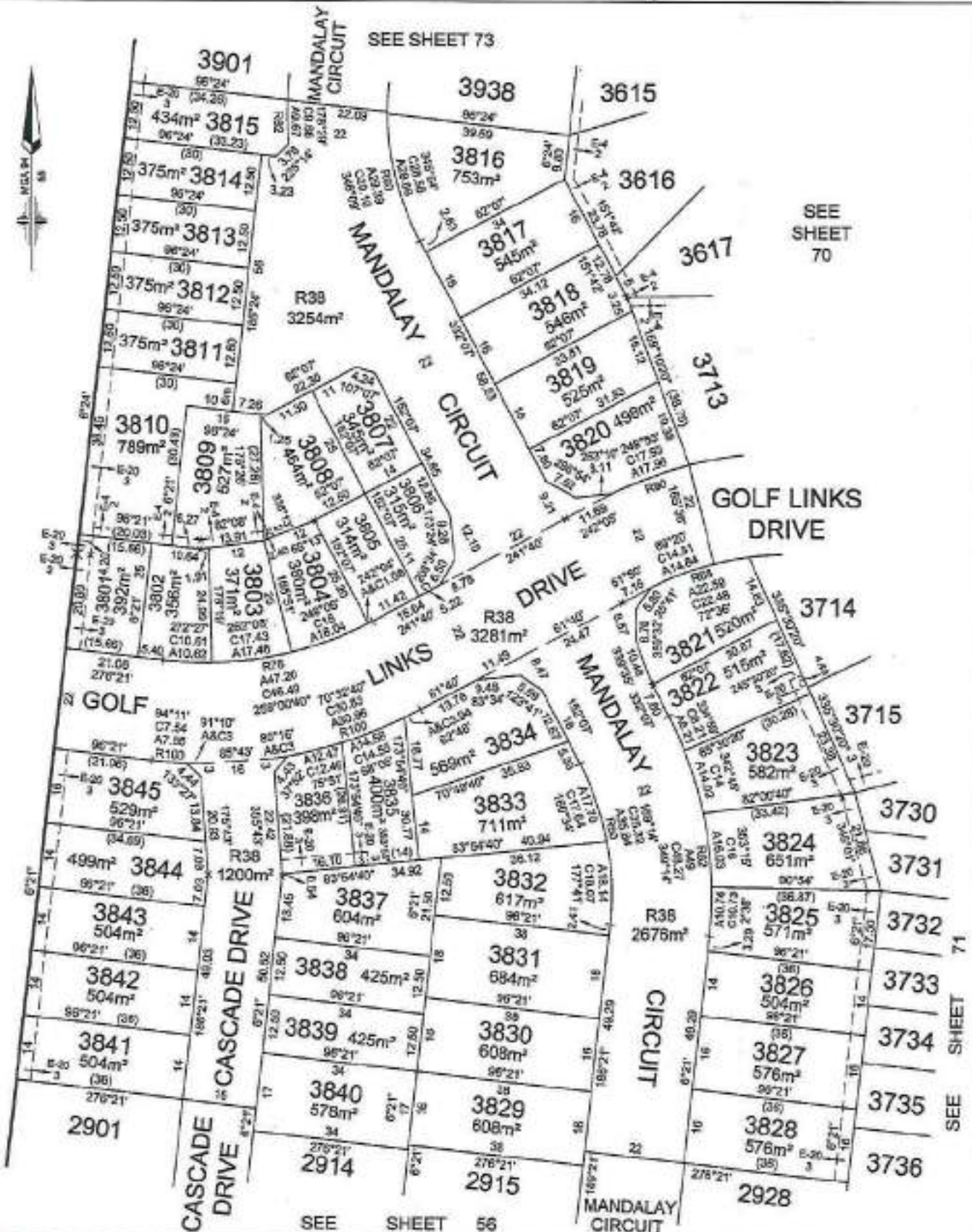


ORIGINAL SHEET SIZE A3

SHEET 08

PLAN OF SUBDIVISION

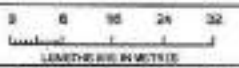
PS 617320S



MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:800



Lyssna Group Pty Ltd
 ABN 28 618 211 191
 Tel: +61 3 9515 6888
 PO Box 1098, South Melbourne 3205
 Suite 5, 102 Dodds Street
 Southbank VIC 3006 Australia
 LyssnaGroup.com

DATE: 23/08/18

REFERENCE: AA0015

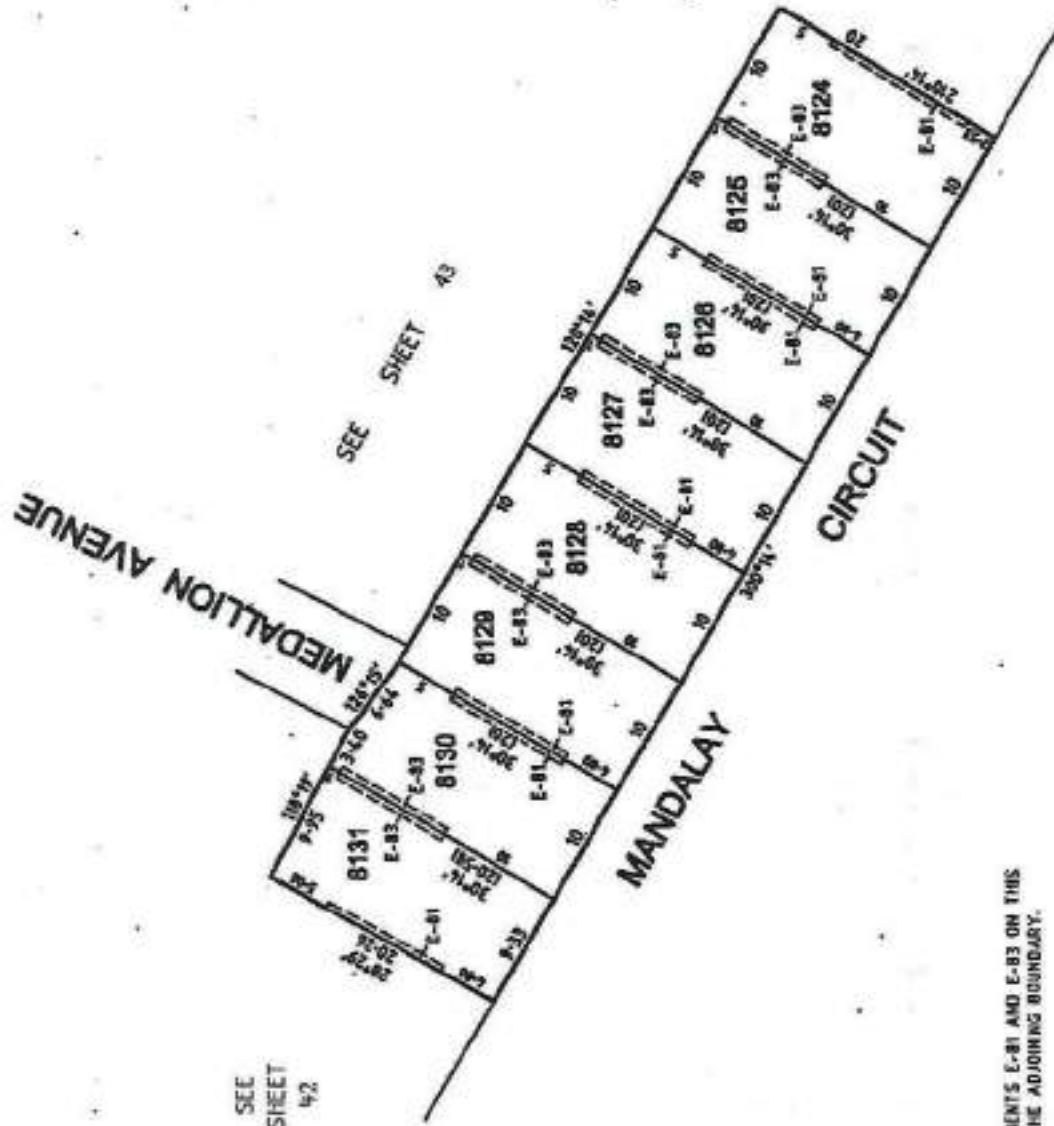
DRAWING: DM0051AB

DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
SHEET 68

PS 617320S

PLAN OF SUBDIVISION



SEE SHEET 43

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

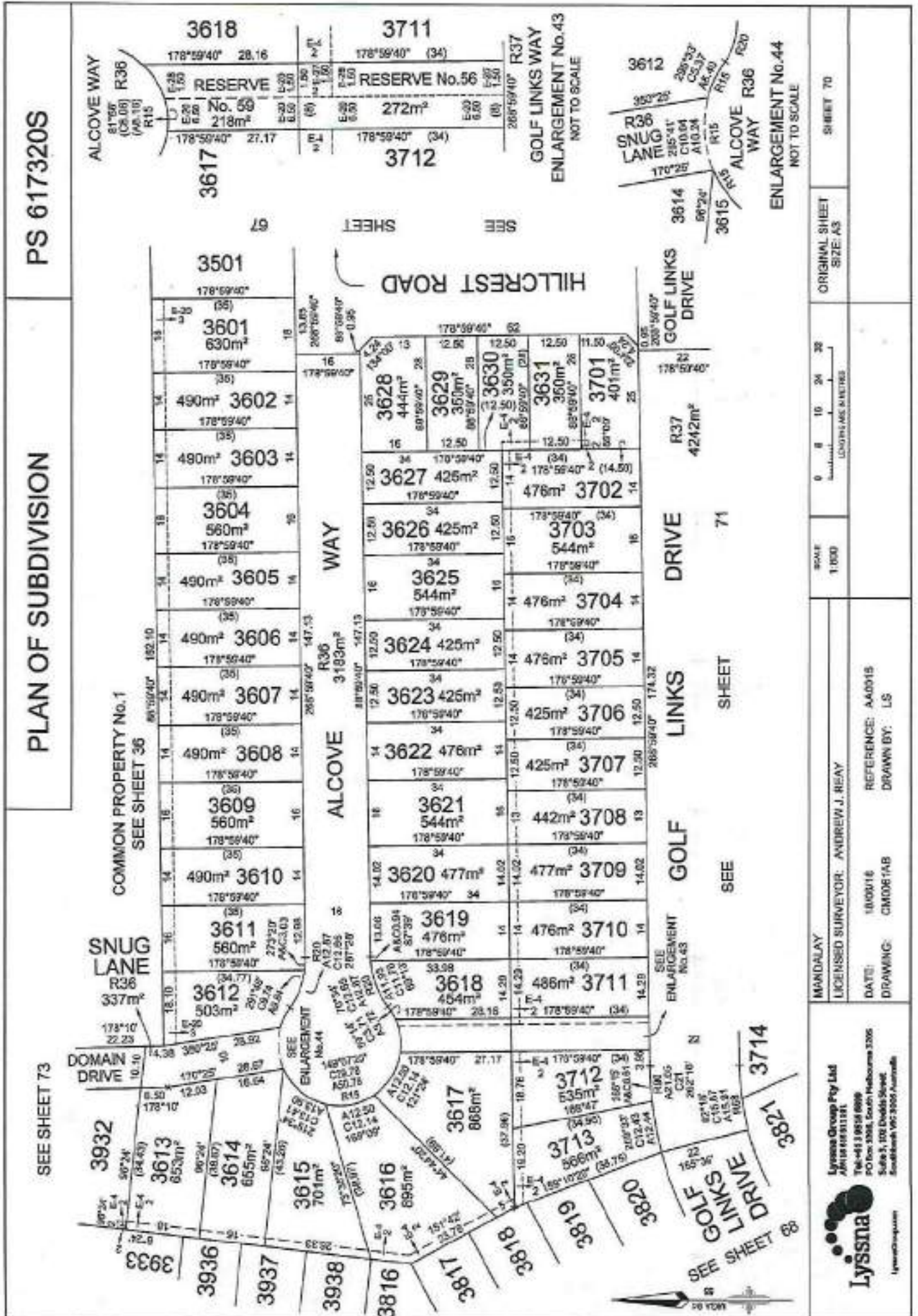
66025 CRG: WDR A2/W4 BO/...

ORIGINAL SHEET SIZE A3	SCALE 1:400		SHEET 60
Digitally signed by: Brendan John Mansel (SMEC) Surveyor's Plan Version (A) 01/10/2016 Amended: 16/12/2016		 Mathews Survey T9899 0113 F 0005 0001	



Mathews Survey T9899 0113 F 0005 0001

M.G.A. 54.1
 ZONE 55



PS 617320S

PLAN OF SUBDIVISION

SEE SHEET 73

COMMON PROPERTY No.1
SEE SHEET 36

SHEET 67

WAY

ALCOLVE

HILLCREST ROAD

SHEET 69

GOLF LINKS WAY
ENLARGEMENT No.43
NOT TO SCALE



ENLARGEMENT No.44
NOT TO SCALE

SHEET 71

SEE

SEE

SEE

SHEET 70

ORIGINAL SHEET
SIZE: A3



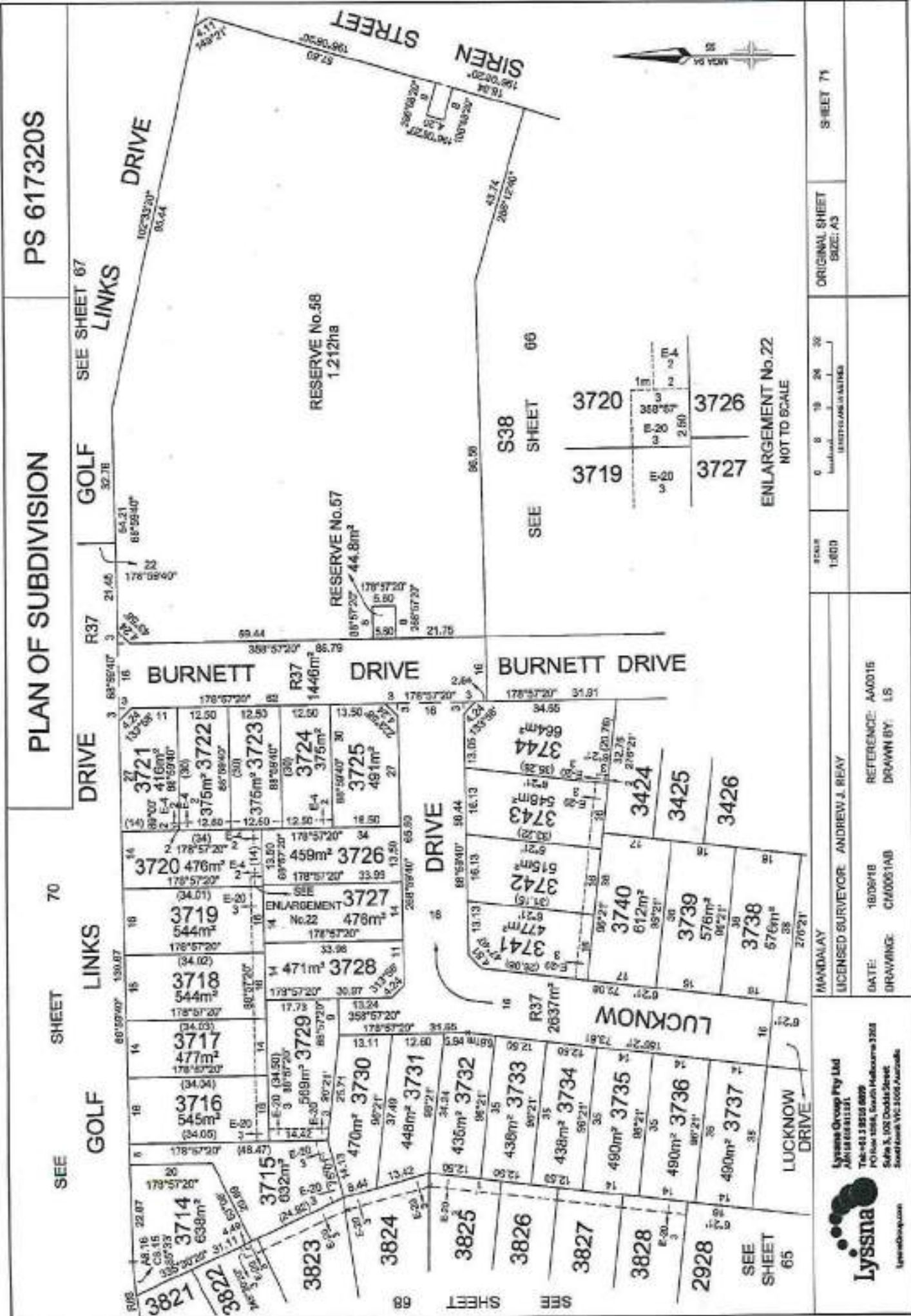
SCALE
1:500

MANDALAY
LICENSED SURVEYOR: ANDREW J. REAY

DATE: 18/06/16
DRAWING: CMD061AB

REFERENCE: A40015
DRAWN BY: LS

Lyssna
Lyssna Group Pty Ltd
A/NZ 616 911381
Tel: +61 8 9528 6899
PO Box 3208, South Hedden SA 5206
Suite 3, 100 Danks Street
South Hedden VIC 3206 Australia
lyssna.com.au



Lyssna
Lynsna Group Pty Ltd
A/N 14 604 81341
Tel: +61 2 9555 6079
PO Box 1058, South Melbourne 3205
Suite 3, 102 Danks Street
Sandhurst VIC 3208/Australia
lynssna.com.au

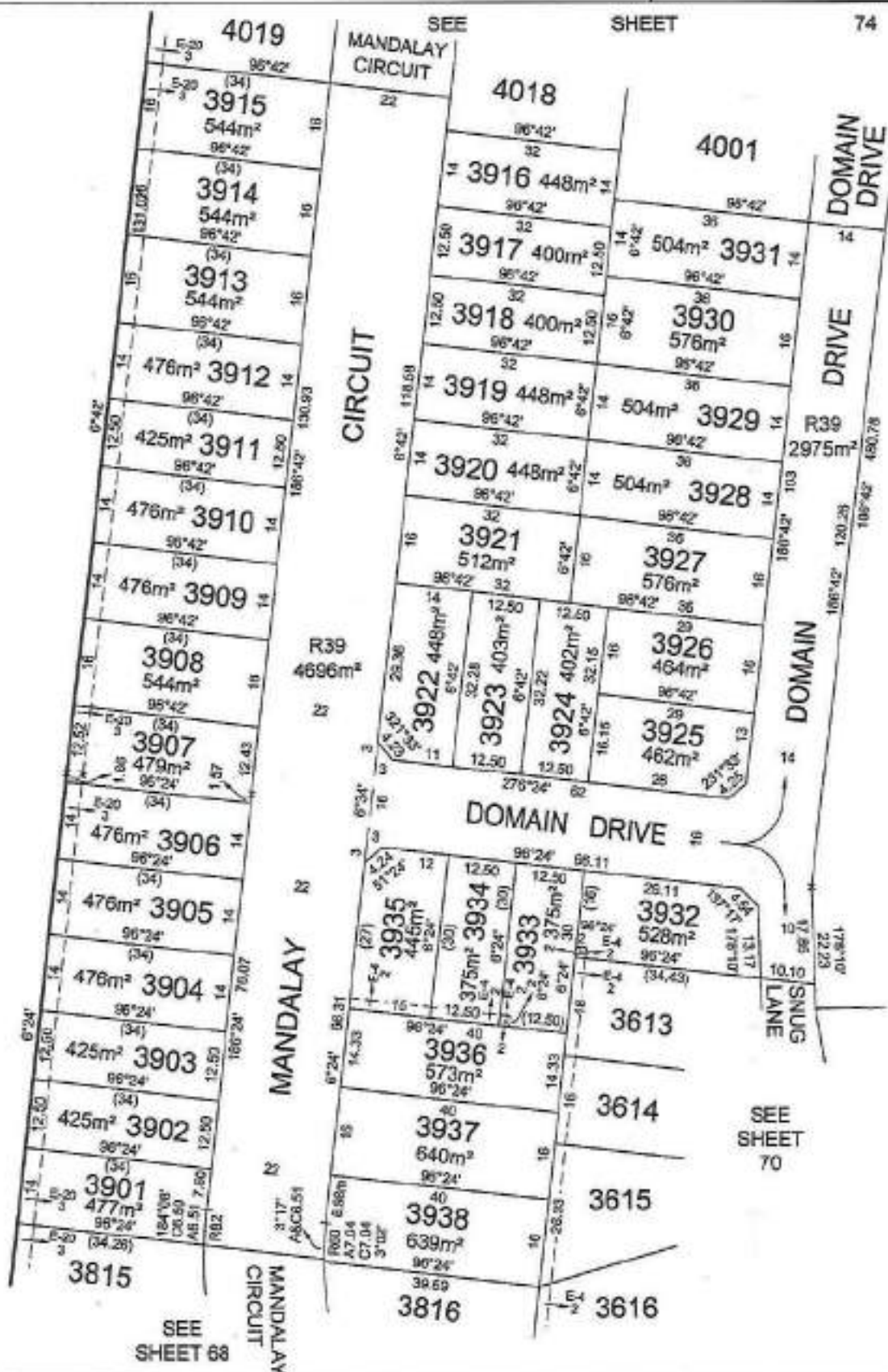
MANDALAY
LICENSED SURVEYOR: ANDREW J. REAY
DATE: 18/06/18
DRAWING: CM0051AB
REFERENCE: AA0015
DRAWN BY: LS

SEE SHEET 65

PLAN OF SUBDIVISION

PS 617320S

SEE SHEET 74

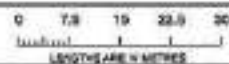


COMMON PROPERTY No.1
SEE SHEET 36

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



Lyssna Group Pty Ltd
 ABN 16 616 021 191
 Tel: +61 3 9516 9999
 PO Box 3295, South Melbourne 3205
 Suite 3, 102 Docks Street
 Southbank VIC 3006 Australia
 LyssnaGroup.com

DATE: 23/08/15
DRAWING: CM0061AB

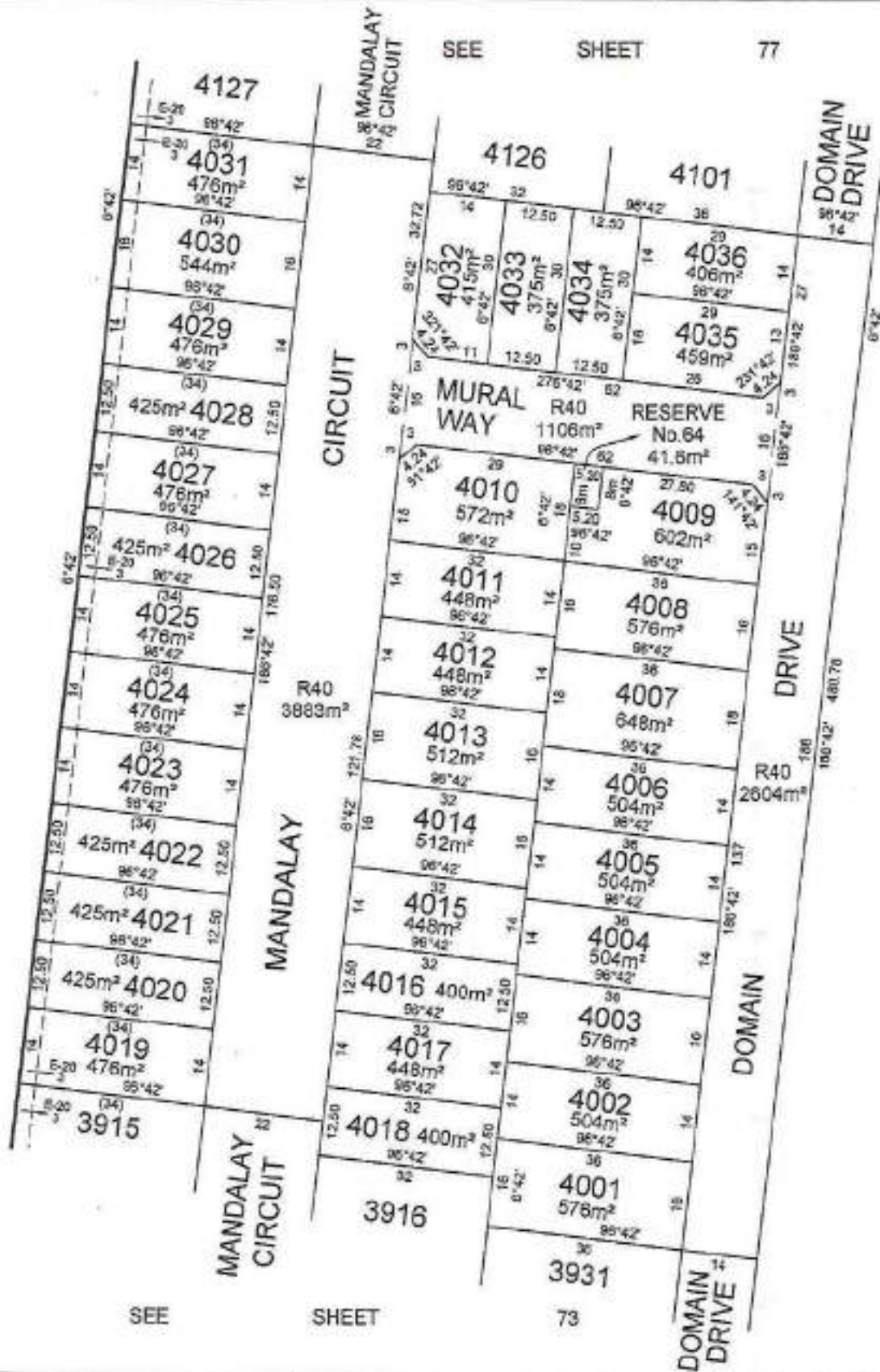
REFERENCE: AA0015
DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
SHEET 73

PLAN OF SUBDIVISION

PS 617320S

SEE SHEET 77



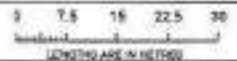
SEE SHEET 73

COMMON PROPERTY No.1
SEE SHEET 36

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



Lyssna Group Pty Ltd
ABN 28 611 681 131
Tel: +61 3 9516 6888
PO Box 1098, South Melbourne 3206
Suite 3, 102 Double Street
Southbank VIC 3006 Australia

DATE: 09/11/20
DRAWING: CM0941AA

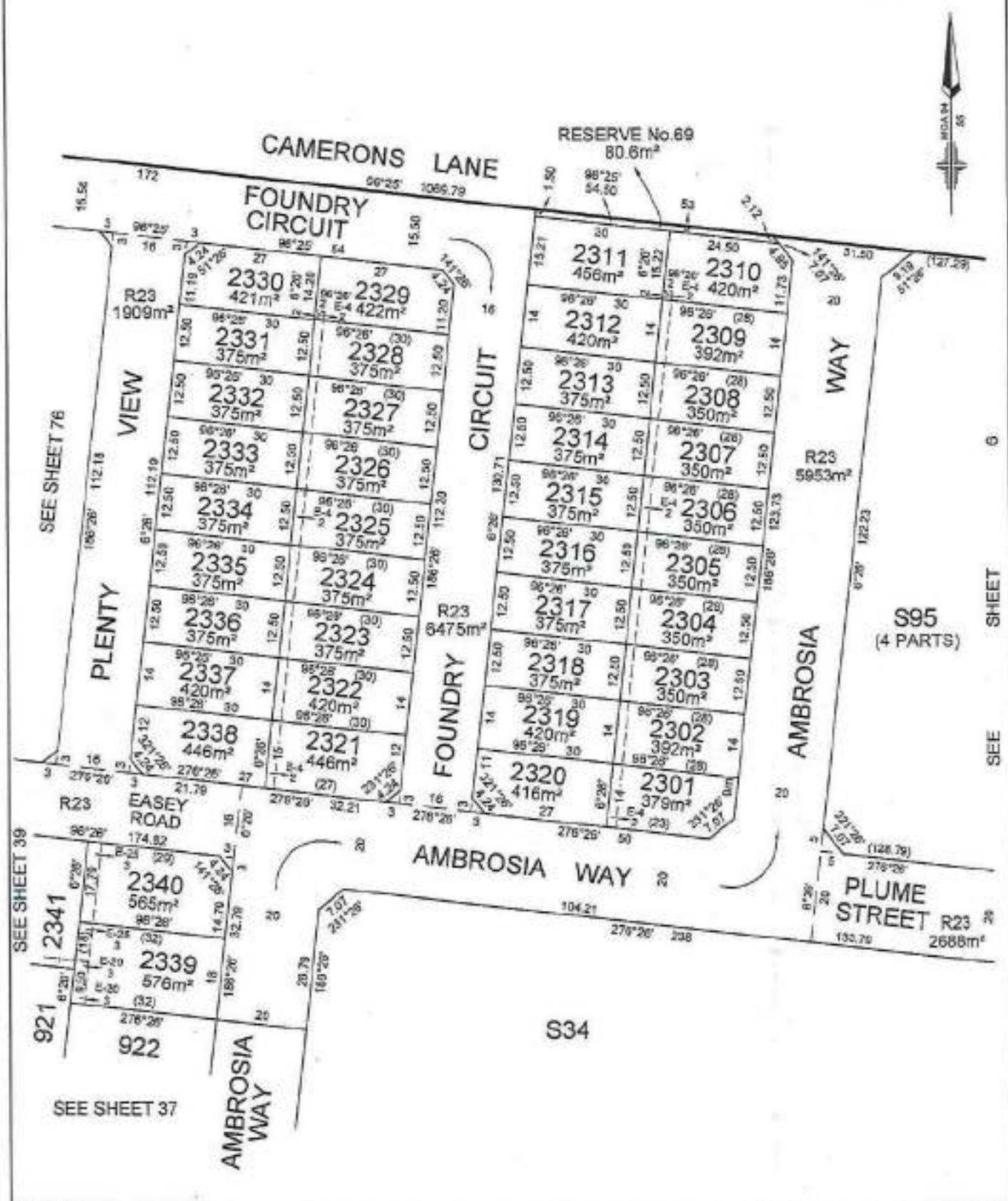
REFERENCE: AA0015
DRAWN BY: LS


ORIGINAL SHEET SIZE: A3
SHEET 74

LyssnaGroup.com

PLAN OF SUBDIVISION

PS 617320S



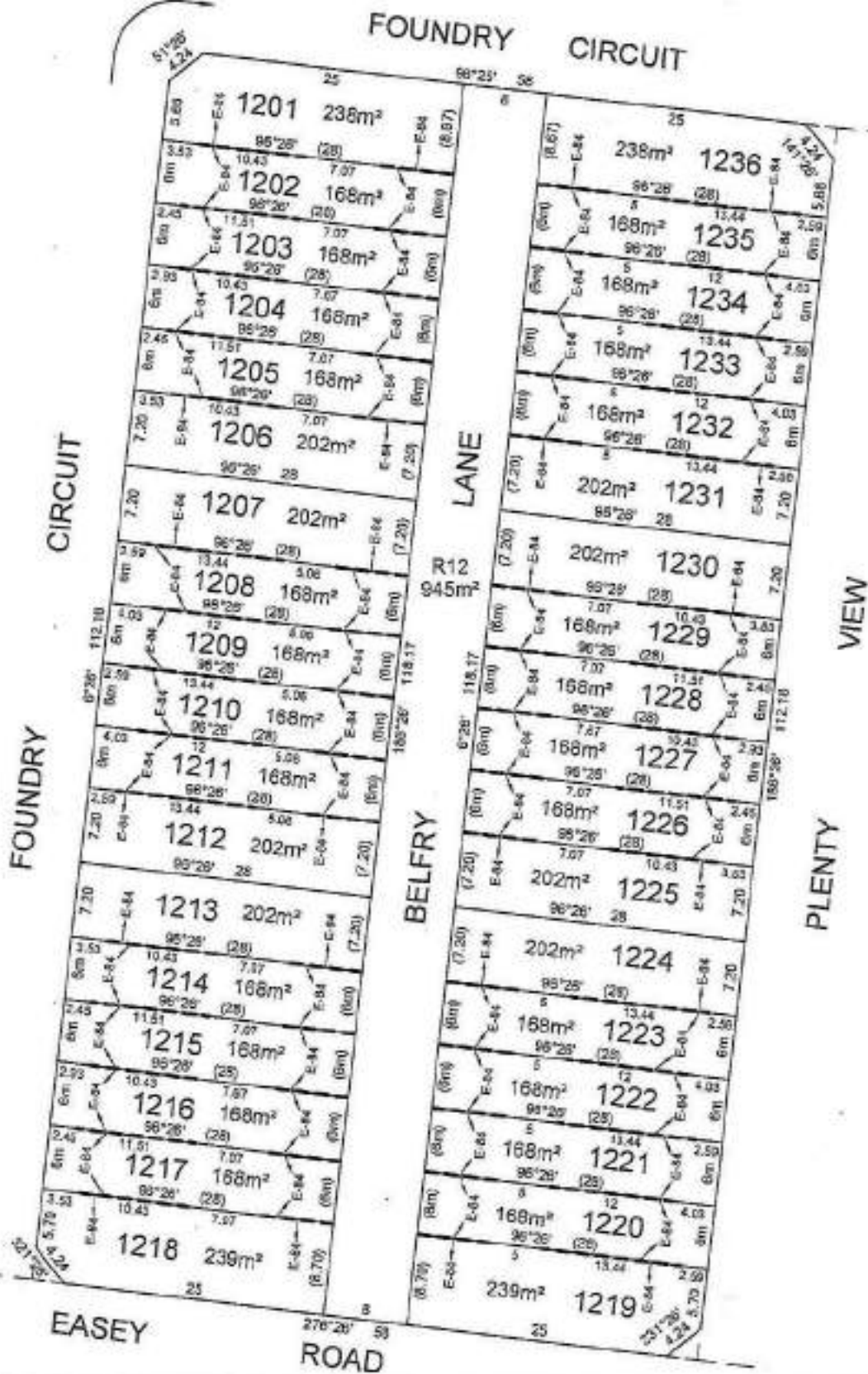
 <p>Lyssna Group Pty Ltd ABN 39 615 021 131 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3206 Suite 3, 303 Docks Street Southbank VIC 3006 Australia lyssnagroup.com</p>	LICENCED SURVEYOR: ANDREW J. REAY 1:800	DATE: 09/11/20 DRAWING: CM0041AA	REFERENCE: AADD15 DRAWN BY: L5	ORIGINAL SHEET SIZE: A3 SHEET 75
	MANDALAY			

PLAN OF SUBDIVISION


PS 617320S



SEE SHEET 39



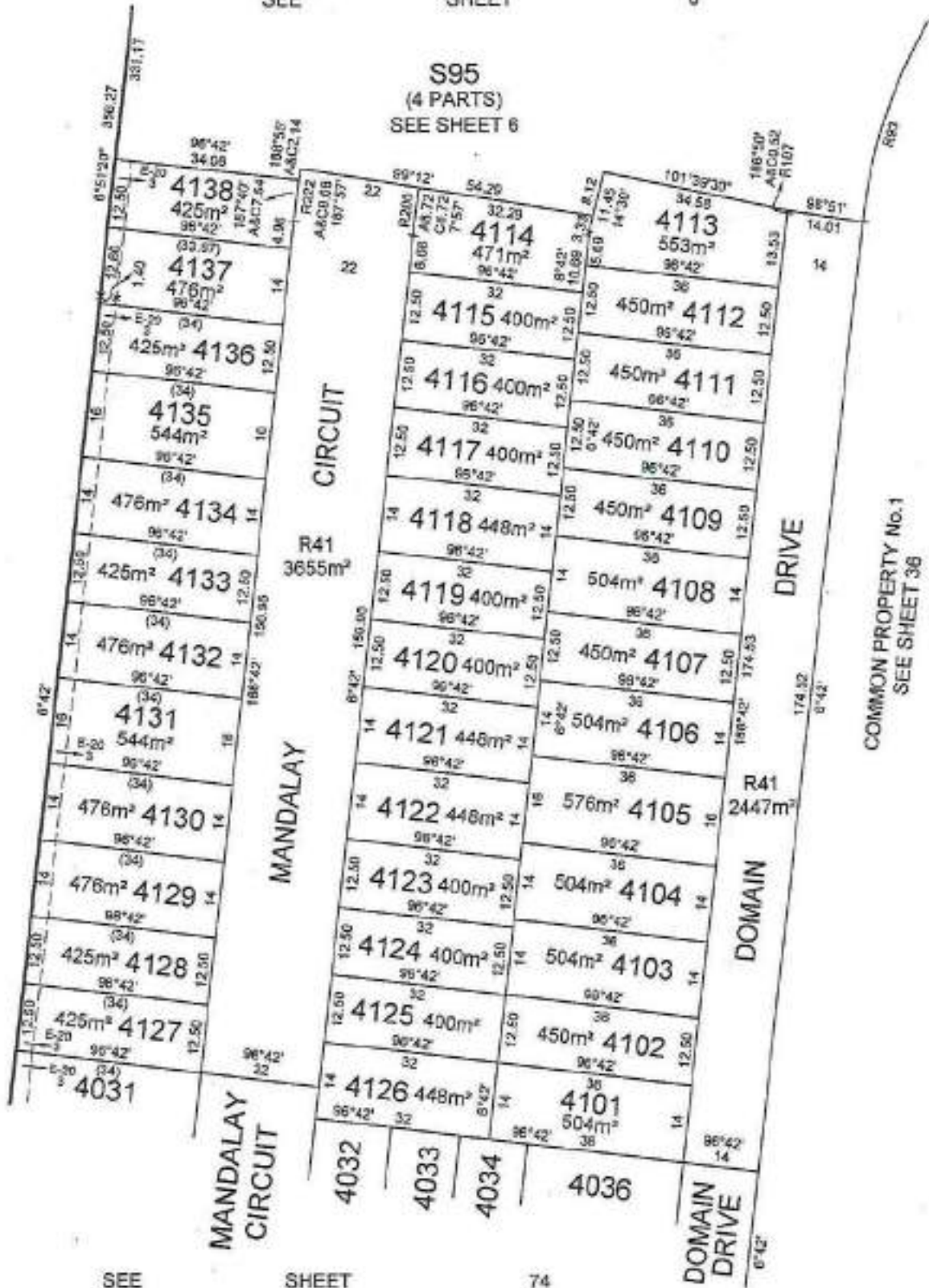
SEE SHEET 75

<p>MANDALAY - 12</p>  <p>Lyssna Group Pty Ltd ABN 18 056111 961 Tel: +61 3 9516 6898 PO Box 1096, South Melbourne 3205 Suite 3, 162 Collins Street Southbank VIC 3006 Australia</p> <p>LyssnaGroup.com</p>	<p>LICENSED SURVEYOR: ANDREW J. REAY</p>	<p>SCALE: 1:400</p>	<p>0 4 8 12 16</p> <p>LENGTHS ARE IN METRES</p>
	<p>DATE: 17/06/19</p> <p>DRAWING: CM0012AA</p>	<p>REFERENCE: AA0016</p> <p>DRAWN BY: L6</p>	<p>ORIGINAL SHEET SIZE: A3</p> <p>SHEET 76</p>

PLAN OF SUBDIVISION

PS 617320S

SEE SHEET 6



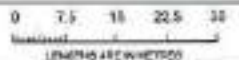
SEE SHEET 74

COMMON PROPERTY No.1
SEE SHEET 36

MANDALAY

LICENSED SURVEYOR: ANDREW J. REAY

SCALE
1:750



Lyssna Group Pty Ltd
ABN 18 616 461 191
Tel: +61 3 9518 0800
PO Box 1098, South Melbourne 3205
Suite 1, 102 Danks Street
Southbank VIC 3006 Australia

DATE: 09/11/20
DRAWING: CM0041AA

REFERENCE: A40015
DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
SHEET 77

PLAN OF SUBDIVISION

**PLAN NUMBER
PS 617320S**

CREATION OF RESTRICTION "A81"

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

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

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

DESCRIPTION OF RESTRICTION

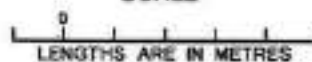
1. The registered proprietor or proprietors for the time being of any burdened lot on this Plan to which any of the following restrictions apply shall not:
 - (a) build or allow to be built any improvement on any lot:
 - (i) that is not in accordance with the Mandalay Design and Siting Guidelines and Restrictions unless otherwise approved by Mandalay Design Reviewer, 501 Blackburn Road, Mt Waverley, Victoria 3148 ("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.

9021a.01.dwg 24/14



Melbourne Survey T 9869 8813 F 9869 0901

SCALE



ORIGINAL SCALE

SHEET 77

ORIGINAL SHEET SIZE A3

DIGITALLY SIGNED BY LICENSED SURVEYOR: GERALD ROBERT SHONE

REF: **0802s**

VERSION **K**

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A"

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)	AA1788
A8	Lots 279 - 300 (both inclusive)	Lots 279 - 300 (both inclusive)	AA1785
A9	Lots 902 to 916 and 919 to 926 (both inclusive)	Lots 902 to 916 and 919 to 926 (both inclusive)	AA2288
A12	Lots 1201 to 1236 (both inclusive)	Lots 1201 to 1236 (both inclusive)	AA5245
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)	AA2320
A17	Lots 1701 - 1746 (both inclusive)	Lots 1701 - 1746 (both inclusive)	AA1703
A18	Lots 1801 - 1817 (both inclusive)	Lots 1801 - 1817 (both inclusive)	AA2761
A19	Lots 1901 - 1910 (both inclusive)	Lots 1901 - 1910 (both inclusive)	AA3158
A20	Lots 2001 - 2040 (both inclusive)	Lots 2001 - 2040 (both inclusive)	AA2452
A21	Lots 2101 - 2150 (both inclusive)	Lots 2101 - 2150 (both inclusive)	AA3042
A23	Lots 2301 - 2372 (both inclusive)	Lots 2301 - 2372 (both inclusive)	AA4955
A27	Lots 2701 - 2736 (both inclusive)	Lots 2701 - 2736 (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)	AA3061
A31	Lots 3101 - 3143 (both inclusive)	Lots 3101 - 3143 (both inclusive)	AA3166
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)	AA3316
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
A60	Lots 6001 - 6017 (both inclusive)	Lots 6001 - 6017 (both inclusive)	AA3173
A61	Lots 6101 - 6104, 6105A, 6106 - 6129 (all inclusive)	Lots 6101 - 6104, 6105A, 6106 - 6129 (all inclusive)	AA4201
A63	Lots 6301 - 6317 (both inclusive)	Lots 6301 - 6317 (both inclusive)	AA3266
A97	Lots 9701 - 9711 (both inclusive)	Lots 9701 - 9711 (both inclusive)	AA2628

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 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;

continued

MANDALAY



Lyssna Group Pty Ltd
 ABN 55 61 611 131
 Tel: +61 3 9516 6899
 PO Box 3296, South Melbourne 3206
 Suite 3, 152 Danks Street
 Southbank VIC 3206 Australia

LyssnaGroup.com

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 06/11/20 REFERENCE: AA0015
 DRAWING: CM0641AA DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
 SHEET 79

PLAN OF SUBDIVISION

PS 617320S

CREATION OF RESTRICTION "A" CONTINUED

- (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 18 618 801 131
 Tel: +61 3 9515 6699
 PO Box 1096, South Melbourne 3206
 Suite 1, 107 Doddle Street
 Southbank VIC 3006 Australia

lyssnagroup.com

DATE: 09/11/20
 DRAWING: CMC041AA

REFERENCE: AA0015
 DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
 SHEET 80

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 - 4136 (both inclusive)	Lots 4101 - 4136 (both inclusive)
Lots 6001 - 6017 (both inclusive)	Lots 6001 - 6017 (both inclusive)
Lots 6101 - 6104, 6105A, 6106 - 6129 (all inclusive)	Lots 6101 - 6104, 6105A, 6106 - 6129 (all inclusive)
Lots 6301 - 6317 (both inclusive)	Lots 6301 - 6317 (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



Lyssna Group Pty Ltd
 ABN 18 616 811 121
 Tel: +61 3 9215 0099
 PO Box 1096, South Melbourne 3206
 Suite 3, 102 Doodle Street
 Southbank VIC 3206 Australia
 LyssnaGroup.com

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 09/11/20 REFERENCE: AA0015
 DRAWING: CM0041AA DRAWN BY: LS

ORIGINAL SHEET SIZE: A3
 SHEET 81

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 362

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	2/8/11	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-8 & 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	8/12/11	9	MS77
LOT S10	LOTS 1401 TO 1444, S11, RES 34, RES 35, ROAD R14	STAGE PLAN	PS617320S/S14	20/1/12	10	NJR
LOT S11	LOTS 1701 - 1746, S13 RESERVE 36 AND ROAD R17	STAGE PLAN	PS617320S/S17	17/2/12	11	H.Y.
LOT S13	LOTS 1501 - 1544 (B.I.), LOT S16, ROAD R15 & RESERVE NO. 37	STAGE PLAN	PS617320S/S16	04/06/12	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/S96	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/S18	5/11/14	17	H.Y.
LOT S14	LOTS 8101-8149 B.I. & ROAD R81	STAGE PLAN	PS617320S/S81	06/08/15	18	MC36

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)	AM276635R	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 588, 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(S) ROAD R27 RES NO.46	STAGE PLAN	PS617320S/S27	21/04/17	27	RJM
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 2901-2926 (B.I.) S28, S34, S36, S37 & ROAD R29	STAGE PLAN	PS617320S/S29	28/07/17	30	H.L.
LOT S37	LOTS 6001 - 6017 & Road R60	STAGE PLAN	PS617320S/S60	17/10/17	31	A.R.T.
LOT S36	LOTS 3101-3143, ROAD R31 AND RESERVES 47-48	STAGE PLAN	PS617320S/S31	08/01/18	31	RGM
LOT S28	LOTS 3201-3236, S31, ROAD R32 & RESERVES 50 & 51	STAGE PLAN	PS617320S/S32	15/01/18	33	LJW
LOT S31	LOTS 6301-6317, S32 AND ROAD R63	STAGE PLAN	PS617320S/S63	09/03/18	34	RGM

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 3801 TO 3831, S442 ROAD R36 & RESERVE NO 59	STAGE PLAN	PS617320S/S38	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 4101-4136 (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/S85	16/02/21	46	SA



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

The land in PS617320S is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 300, 902 - 918, 918 - 928, 1201 - 1236, 1401 - 1444, 1501 - 1544, 1601 - 1634, 1701 - 1746, 1801 - 1817, 1901 - 1910, 2001 - 2040, 2101 - 2150, 2301 - 2372, 2701 - 2738, 2801 - 2833, 2901 - 2926, 3001 - 3033, 3101 - 3143, 3201 - 3236, 3301 - 3331, 3401 - 3434, 3501 - 3531, 3601 - 3631, 3701 - 3744, 3801 - 3858, 3901 - 3938, 4001 - 4036, 4101 - 4138, 4201 - 4237, 4301 - 4352, 4401 - 4422, 6001 - 6017, 6101 - 6129, 6301 - 6317, 6501 - 6519, 6101 - 6149, 9701 - 9711, 53, 550.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

THE KNIGHT ALLIANCE LEVEL 2 2 GLENFERRIE ROAD MALVERN VIC 3144

AV908743L 29/07/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1, AH448829E 24/06/2010

Additional Owners Corporation Information:

OC0054500 01/10/2009

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5	100	100
Lot 6	100	100
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100
Lot 33	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 34	100	100
Lot 35	100	100
Lot 36	100	100
Lot 37	100	100
Lot 38	100	100
Lot 39	100	100
Lot 40	100	100
Lot 41	100	100
Lot 42	100	100
Lot 43	100	100
Lot 44	100	100
Lot 45	100	100
Lot 46	100	100
Lot 47	100	100
Lot 48	100	100
Lot 49	100	100
Lot 50	100	100
Lot 51	100	100
Lot 52	100	100
Lot 53	100	100
Lot 54	100	100
Lot 55	100	100
Lot 56	100	100
Lot 57	100	100
Lot 58	100	100
Lot 59	100	100
Lot 60	100	100
Lot 61	100	100
Lot 62	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1

PLAN NO. P5617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 63	100	100
Lot 64	100	100
Lot 65	100	100
Lot 66	100	100
Lot 67	100	100
Lot 68	100	100
Lot 69	100	100
Lot 70	100	100
Lot 71	100	100
Lot 72	100	100
Lot 73	100	100
Lot 74	100	100
Lot 75	100	100
Lot 76	100	100
Lot 77	100	100
Lot 78	100	100
Lot 79	100	100
Lot 80	100	100
Lot 81	100	100
Lot 82	100	100
Lot 83	100	100
Lot 84	100	100
Lot 85	100	100
Lot 86	100	100
Lot 87	100	100
Lot 88	100	100
Lot 89	100	100
Lot 90	100	100
Lot 91	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. P5617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 92	100	100
Lot 93	100	100
Lot 94	100	100
Lot 95	100	100
Lot 96	100	100
Lot 97	100	100
Lot 98	100	100
Lot 99	100	100
Lot 100	100	100
Lot 101	100	100
Lot 102	100	100
Lot 103	100	100
Lot 104	100	100
Lot 105	100	100
Lot 106	100	100
Lot 107	100	100
Lot 108	100	100
Lot 109	100	100
Lot 110	100	100
Lot 111	100	100
Lot 112	100	100
Lot 113	100	100
Lot 114	100	100
Lot 115	100	100
Lot 116	100	100
Lot 117	100	100
Lot 118	100	100
Lot 119	100	100
Lot 120	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 121	100	100
Lot 122	100	100
Lot 123	100	100
Lot 124	100	100
Lot 125	100	100
Lot 126	100	100
Lot 127	100	100
Lot 128	100	100
Lot 129	100	100
Lot 130	100	100
Lot 131	100	100
Lot 132	100	100
Lot 133	100	100
Lot 134	100	100
Lot 135	100	100
Lot 136	100	100
Lot 137	100	100
Lot 138	100	100
Lot 139	100	100
Lot 140	100	100
Lot 141	100	100
Lot 142	100	100
Lot 143	100	100
Lot 144	100	100
Lot 145	100	100
Lot 146	100	100
Lot 147	100	100
Lot 148	100	100
Lot 149	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 150	100	100
Lot 151	100	100
Lot 152	100	100
Lot 153	100	100
Lot 154	100	100
Lot 155	100	100
Lot 156	100	100
Lot 157	100	100
Lot 158	100	100
Lot 159	100	100
Lot 160	100	100
Lot 161	100	100
Lot 162	100	100
Lot 163	100	100
Lot 164	100	100
Lot 165	100	100
Lot 166	100	100
Lot 167	100	100
Lot 168	100	100
Lot 169	100	100
Lot 170	100	100
Lot 171	100	100
Lot 172	100	100
Lot 173	100	100
Lot 174	100	100
Lot 175	100	100
Lot 176	100	100
Lot 177	100	100
Lot 178	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 179	100	100
Lot 180	100	100
Lot 181	100	100
Lot 182	100	100
Lot 183	100	100
Lot 184	100	100
Lot 185	100	100
Lot 186	100	100
Lot 187	100	100
Lot 188	100	100
Lot 189	100	100
Lot 190	100	100
Lot 191	100	100
Lot 192	100	100
Lot 193	100	100
Lot 194	100	100
Lot 195	100	100
Lot 196	100	100
Lot 197	100	100
Lot 198	100	100
Lot 199	100	100
Lot 200	100	100
Lot 201	100	100
Lot 202	100	100
Lot 203	100	100
Lot 204	100	100
Lot 205	100	100
Lot 206	100	100
Lot 207	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617326S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 208	100	100
Lot 209	100	100
Lot 210	100	100
Lot 211	100	100
Lot 212	100	100
Lot 213	100	100
Lot 214	100	100
Lot 215	100	100
Lot 216	100	100
Lot 217	100	100
Lot 218	100	100
Lot 219	100	100
Lot 220	100	100
Lot 221	100	100
Lot 222	100	100
Lot 223	100	100
Lot 224	100	100
Lot 225	100	100
Lot 226	100	100
Lot 227	100	100
Lot 228	100	100
Lot 229	100	100
Lot 230	100	100
Lot 231	100	100
Lot 232	100	100
Lot 233	100	100
Lot 234	100	100
Lot 235	100	100
Lot 236	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 237	100	100
Lot 238	100	100
Lot 239	100	100
Lot 240	100	100
Lot 241	100	100
Lot 242	100	100
Lot 243	100	100
Lot 244	100	100
Lot 245	100	100
Lot 246	100	100
Lot 247	100	100
Lot 248	100	100
Lot 249	100	100
Lot 250	100	100
Lot 251	100	100
Lot 252	100	100
Lot 253	100	100
Lot 254	100	100
Lot 255	100	100
Lot 256	100	100
Lot 257	100	100
Lot 258	100	100
Lot 259	100	100
Lot 260	100	100
Lot 261	100	100
Lot 262	100	100
Lot 263	100	100
Lot 264	100	100
Lot 265	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 266	100	100
Lot 267	100	100
Lot 268	100	100
Lot 269	100	100
Lot 270	100	100
Lot 271	100	100
Lot 272	100	100
Lot 273	100	100
Lot 274	100	100
Lot 275	100	100
Lot 276	100	100
Lot 277	100	100
Lot 278	100	100
Lot 279	100	100
Lot 280	100	100
Lot 281	100	100
Lot 282	100	100
Lot 283	100	100
Lot 284	100	100
Lot 285	100	100
Lot 286	100	100
Lot 287	100	100
Lot 288	100	100
Lot 289	100	100
Lot 290	100	100
Lot 291	100	100
Lot 292	100	100
Lot 293	100	100
Lot 294	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 295	100	100
Lot 296	100	100
Lot 297	100	100
Lot 298	100	100
Lot 299	100	100
Lot 300	100	100
Lot 902	100	100
Lot 903	100	100
Lot 904	100	100
Lot 905	100	100
Lot 906	100	100
Lot 907	100	100
Lot 908	100	100
Lot 909	100	100
Lot 910	100	100
Lot 911	100	100
Lot 912	100	100
Lot 913	100	100
Lot 914	100	100
Lot 915	100	100
Lot 916	100	100
Lot 918	100	100
Lot 919	100	100
Lot 920	100	100
Lot 921	100	100
Lot 922	100	100
Lot 923	100	100
Lot 924	100	100
Lot 925	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION I
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 926	100	100
Lot 927	100	100
Lot 928	100	100
Lot 1201	100	100
Lot 1202	100	100
Lot 1203	100	100
Lot 1204	100	100
Lot 1205	100	100
Lot 1206	100	100
Lot 1207	100	100
Lot 1208	100	100
Lot 1209	100	100
Lot 1210	100	100
Lot 1211	100	100
Lot 1212	100	100
Lot 1213	100	100
Lot 1214	100	100
Lot 1215	100	100
Lot 1216	100	100
Lot 1217	100	100
Lot 1218	100	100
Lot 1219	100	100
Lot 1220	100	100
Lot 1221	100	100
Lot 1222	100	100
Lot 1223	100	100
Lot 1224	100	100
Lot 1225	100	100
Lot 1226	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1227	100	100
Lot 1228	100	100
Lot 1229	100	100
Lot 1230	100	100
Lot 1231	100	100
Lot 1232	100	100
Lot 1233	100	100
Lot 1234	100	100
Lot 1235	100	100
Lot 1236	100	100
Lot 1401	100	100
Lot 1402	100	100
Lot 1403	100	100
Lot 1404	100	100
Lot 1405	100	100
Lot 1406	100	100
Lot 1407	100	100
Lot 1408	100	100
Lot 1409	100	100
Lot 1410	100	100
Lot 1411	100	100
Lot 1412	100	100
Lot 1413	100	100
Lot 1414	100	100
Lot 1415	100	100
Lot 1416	100	100
Lot 1417	100	100
Lot 1418	100	100
Lot 1419	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617328S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1420	100	100
Lot 1421	100	100
Lot 1422	100	100
Lot 1423	100	100
Lot 1424	100	100
Lot 1425	100	100
Lot 1426	100	100
Lot 1427	100	100
Lot 1428	100	100
Lot 1429	100	100
Lot 1430	100	100
Lot 1431	100	100
Lot 1432	100	100
Lot 1433	100	100
Lot 1434	100	100
Lot 1435	100	100
Lot 1436	100	100
Lot 1437	100	100
Lot 1438	100	100
Lot 1439	100	100
Lot 1440	100	100
Lot 1441	100	100
Lot 1442	100	100
Lot 1443	100	100
Lot 1444	100	100
Lot 1501	100	100
Lot 1502	100	100
Lot 1503	100	100
Lot 1504	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS6173205

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1505	100	100
Lot 1506	100	100
Lot 1507	100	100
Lot 1508	100	100
Lot 1509	100	100
Lot 1510	100	100
Lot 1511	100	100
Lot 1512	100	100
Lot 1513	100	100
Lot 1514	100	100
Lot 1515	100	100
Lot 1516	100	100
Lot 1517	100	100
Lot 1518	100	100
Lot 1519	100	100
Lot 1520	100	100
Lot 1521	100	100
Lot 1522	100	100
Lot 1523	100	100
Lot 1524	100	100
Lot 1525	100	100
Lot 1526	100	100
Lot 1527	100	100
Lot 1528	100	100
Lot 1529	100	100
Lot 1530	100	100
Lot 1531	100	100
Lot 1532	100	100
Lot 1533	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1534	100	100
Lot 1535	100	100
Lot 1536	100	100
Lot 1537	100	100
Lot 1538	100	100
Lot 1539	100	100
Lot 1540	100	100
Lot 1541	100	100
Lot 1542	100	100
Lot 1543	100	100
Lot 1544	100	100
Lot 1601	100	100
Lot 1602	100	100
Lot 1603	100	100
Lot 1604	100	100
Lot 1605	100	100
Lot 1606	100	100
Lot 1607	100	100
Lot 1608	100	100
Lot 1609	100	100
Lot 1610	100	100
Lot 1611	100	100
Lot 1612	100	100
Lot 1613	100	100
Lot 1614	100	100
Lot 1615	100	100
Lot 1616	100	100
Lot 1617	100	100
Lot 1618	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1619	100	100
Lot 1620	100	100
Lot 1621	100	100
Lot 1622	100	100
Lot 1623	100	100
Lot 1624	100	100
Lot 1625	100	100
Lot 1626	100	100
Lot 1627	100	100
Lot 1628	100	100
Lot 1629	100	100
Lot 1630	100	100
Lot 1631	100	100
Lot 1632	100	100
Lot 1633	100	100
Lot 1634	100	100
Lot 1701	100	100
Lot 1702	100	100
Lot 1703	100	100
Lot 1704	100	100
Lot 1705	100	100
Lot 1706	100	100
Lot 1707	100	100
Lot 1708	100	100
Lot 1709	100	100
Lot 1710	100	100
Lot 1711	100	100
Lot 1712	100	100
Lot 1713	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2023 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. P56173205

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1714	100	100
Lot 1715	100	100
Lot 1716	100	100
Lot 1717	100	100
Lot 1718	100	100
Lot 1719	100	100
Lot 1720	100	100
Lot 1721	100	100
Lot 1722	100	100
Lot 1723	100	100
Lot 1724	100	100
Lot 1725	100	100
Lot 1726	100	100
Lot 1727	100	100
Lot 1728	100	100
Lot 1729	100	100
Lot 1730	100	100
Lot 1731	100	100
Lot 1732	100	100
Lot 1733	100	100
Lot 1734	100	100
Lot 1735	100	100
Lot 1736	100	100
Lot 1737	100	100
Lot 1738	100	100
Lot 1739	100	100
Lot 1740	100	100
Lot 1741	100	100
Lot 1742	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1743	100	100
Lot 1744	100	100
Lot 1745	100	100
Lot 1746	100	100
Lot 1801	100	100
Lot 1802	100	100
Lot 1803	100	100
Lot 1804	100	100
Lot 1805	100	100
Lot 1806	100	100
Lot 1807	100	100
Lot 1808	100	100
Lot 1809	100	100
Lot 1810	100	100
Lot 1811	100	100
Lot 1812	100	100
Lot 1813	100	100
Lot 1814	100	100
Lot 1815	100	100
Lot 1816	100	100
Lot 1817	100	100
Lot 1901	100	100
Lot 1902	100	100
Lot 1903	100	100
Lot 1904	100	100
Lot 1905	100	100
Lot 1906	100	100
Lot 1907	100	100
Lot 1908	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1909	100	100
Lot 1910	100	100
Lot 2001	100	100
Lot 2002	100	100
Lot 2003	100	100
Lot 2004	100	100
Lot 2005	100	100
Lot 2006	100	100
Lot 2007	100	100
Lot 2008	100	100
Lot 2009	100	100
Lot 2010	100	100
Lot 2011	100	100
Lot 2012	100	100
Lot 2013	100	100
Lot 2014	100	100
Lot 2015	100	100
Lot 2016	100	100
Lot 2017	100	100
Lot 2018	100	100
Lot 2019	100	100
Lot 2020	100	100
Lot 2021	100	100
Lot 2022	100	100
Lot 2023	100	100
Lot 2024	100	100
Lot 2025	100	100
Lot 2026	100	100
Lot 2027	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617328S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2028	100	100
Lot 2029	100	100
Lot 2030	100	100
Lot 2031	100	100
Lot 2032	100	100
Lot 2033	100	100
Lot 2034	100	100
Lot 2035	100	100
Lot 2036	100	100
Lot 2037	100	100
Lot 2038	100	100
Lot 2039	100	100
Lot 2040	100	100
Lot 2101	100	100
Lot 2102	100	100
Lot 2103	100	100
Lot 2104	100	100
Lot 2105	100	100
Lot 2106	100	100
Lot 2107	100	100
Lot 2108	100	100
Lot 2109	100	100
Lot 2110	100	100
Lot 2111	100	100
Lot 2112	100	100
Lot 2113	100	100
Lot 2114	100	100
Lot 2115	100	100
Lot 2116	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2117	100	100
Lot 2118	100	100
Lot 2119	100	100
Lot 2120	100	100
Lot 2121	100	100
Lot 2122	100	100
Lot 2123	100	100
Lot 2124	100	100
Lot 2125	100	100
Lot 2126	100	100
Lot 2127	100	100
Lot 2128	100	100
Lot 2129	100	100
Lot 2130	100	100
Lot 2131	100	100
Lot 2132	100	100
Lot 2133	100	100
Lot 2134	100	100
Lot 2135	100	100
Lot 2136	100	100
Lot 2137	100	100
Lot 2138	100	100
Lot 2139	100	100
Lot 2140	100	100
Lot 2141	100	100
Lot 2142	100	100
Lot 2143	100	100
Lot 2144	100	100
Lot 2145	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617326S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2146	100	100
Lot 2147	100	100
Lot 2148	100	100
Lot 2149	100	100
Lot 2150	100	100
Lot 2301	100	100
Lot 2302	100	100
Lot 2303	100	100
Lot 2304	100	100
Lot 2305	100	100
Lot 2306	100	100
Lot 2307	100	100
Lot 2308	100	100
Lot 2309	100	100
Lot 2310	100	100
Lot 2311	100	100
Lot 2312	100	100
Lot 2313	100	100
Lot 2314	100	100
Lot 2315	100	100
Lot 2316	100	100
Lot 2317	100	100
Lot 2318	100	100
Lot 2319	100	100
Lot 2320	100	100
Lot 2321	100	100
Lot 2322	100	100
Lot 2323	100	100
Lot 2324	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2325	100	100
Lot 2326	100	100
Lot 2327	100	100
Lot 2328	100	100
Lot 2329	100	100
Lot 2330	100	100
Lot 2331	100	100
Lot 2332	100	100
Lot 2333	100	100
Lot 2334	100	100
Lot 2335	100	100
Lot 2336	100	100
Lot 2337	100	100
Lot 2338	100	100
Lot 2339	100	100
Lot 2340	100	100
Lot 2341	100	100
Lot 2342	100	100
Lot 2343	100	100
Lot 2344	100	100
Lot 2345	100	100
Lot 2346	100	100
Lot 2347	100	100
Lot 2348	100	100
Lot 2349	100	100
Lot 2350	100	100
Lot 2351	100	100
Lot 2352	100	100
Lot 2353	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

**OWNERS CORPORATION 1
PLAN NO. PS617320S**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2354	100	100
Lot 2355	100	100
Lot 2356	100	100
Lot 2357	100	100
Lot 2358	100	100
Lot 2359	100	100
Lot 2360	100	100
Lot 2361	100	100
Lot 2362	100	100
Lot 2363	100	100
Lot 2364	100	100
Lot 2365	100	100
Lot 2366	100	100
Lot 2367	100	100
Lot 2368	100	100
Lot 2369	100	100
Lot 2370	100	100
Lot 2371	100	100
Lot 2372	100	100
Lot 2701	100	100
Lot 2702	100	100
Lot 2703	100	100
Lot 2704	100	100
Lot 2705	100	100
Lot 2706	100	100
Lot 2707	100	100
Lot 2708	100	100
Lot 2709	100	100
Lot 2710	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2711	100	100
Lot 2712	100	100
Lot 2713	100	100
Lot 2714	100	100
Lot 2715	100	100
Lot 2716	100	100
Lot 2717	100	100
Lot 2718	100	100
Lot 2719	100	100
Lot 2720	100	100
Lot 2721	100	100
Lot 2722	100	100
Lot 2723	100	100
Lot 2724	100	100
Lot 2725	100	100
Lot 2726	100	100
Lot 2727	100	100
Lot 2728	100	100
Lot 2729	100	100
Lot 2730	100	100
Lot 2731	100	100
Lot 2732	100	100
Lot 2733	100	100
Lot 2734	100	100
Lot 2735	100	100
Lot 2736	100	100
Lot 2737	100	100
Lot 2738	100	100
Lot 2801	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2802	100	100
Lot 2803	100	100
Lot 2804	100	100
Lot 2805	100	100
Lot 2806	100	100
Lot 2807	100	100
Lot 2808	100	100
Lot 2809	100	100
Lot 2810	100	100
Lot 2811	100	100
Lot 2812	100	100
Lot 2813	100	100
Lot 2814	100	100
Lot 2815	100	100
Lot 2816	100	100
Lot 2817	100	100
Lot 2818	100	100
Lot 2819	100	100
Lot 2820	100	100
Lot 2821	100	100
Lot 2822	100	100
Lot 2823	100	100
Lot 2824	100	100
Lot 2825	100	100
Lot 2826	100	100
Lot 2827	100	100
Lot 2828	100	100
Lot 2829	100	100
Lot 2830	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617328S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2831	100	100
Lot 2832	100	100
Lot 2833	100	100
Lot 2901	100	100
Lot 2902	100	100
Lot 2903	100	100
Lot 2904	100	100
Lot 2905	100	100
Lot 2906	100	100
Lot 2907	100	100
Lot 2908	100	100
Lot 2909	100	100
Lot 2910	100	100
Lot 2911	100	100
Lot 2912	100	100
Lot 2913	100	100
Lot 2914	100	100
Lot 2915	100	100
Lot 2916	100	100
Lot 2917	100	100
Lot 2918	100	100
Lot 2919	100	100
Lot 2920	100	100
Lot 2921	100	100
Lot 2922	100	100
Lot 2923	100	100
Lot 2924	100	100
Lot 2925	100	100
Lot 2926	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2927	100	100
Lot 2928	100	100
Lot 3001	100	100
Lot 3002	100	100
Lot 3003	100	100
Lot 3004	100	100
Lot 3005	100	100
Lot 3006	100	100
Lot 3007	100	100
Lot 3008	100	100
Lot 3009	100	100
Lot 3010	100	100
Lot 3011	100	100
Lot 3012	100	100
Lot 3013	100	100
Lot 3014	100	100
Lot 3015	100	100
Lot 3016	100	100
Lot 3017	100	100
Lot 3018	100	100
Lot 3019	100	100
Lot 3020	100	100
Lot 3021	100	100
Lot 3022	100	100
Lot 3023	100	100
Lot 3024	100	100
Lot 3025	100	100
Lot 3026	100	100
Lot 3027	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3028	100	100
Lot 3029	100	100
Lot 3030	100	100
Lot 3031	100	100
Lot 3032	100	100
Lot 3033	100	100
Lot 3101	100	100
Lot 3102	100	100
Lot 3103	100	100
Lot 3104	100	100
Lot 3105	100	100
Lot 3106	100	100
Lot 3107	100	100
Lot 3108	100	100
Lot 3109	100	100
Lot 3110	100	100
Lot 3111	100	100
Lot 3112	100	100
Lot 3113	100	100
Lot 3114	100	100
Lot 3115	100	100
Lot 3116	100	100
Lot 3117	100	100
Lot 3118	100	100
Lot 3119	100	100
Lot 3120	100	100
Lot 3121	100	100
Lot 3122	100	100
Lot 3123	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3124	100	100
Lot 3125	100	100
Lot 3126	100	100
Lot 3127	100	100
Lot 3128	100	100
Lot 3129	100	100
Lot 3130	100	100
Lot 3131	100	100
Lot 3132	100	100
Lot 3133	100	100
Lot 3134	100	100
Lot 3135	100	100
Lot 3136	100	100
Lot 3137	100	100
Lot 3138	100	100
Lot 3139	100	100
Lot 3140	100	100
Lot 3141	100	100
Lot 3142	100	100
Lot 3143	100	100
Lot 3201	100	100
Lot 3202	100	100
Lot 3203	100	100
Lot 3204	100	100
Lot 3205	100	100
Lot 3206	100	100
Lot 3207	100	100
Lot 3208	100	100
Lot 3209	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS6173205

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3210	100	100
Lot 3211	100	100
Lot 3212	100	100
Lot 3213	100	100
Lot 3214	100	100
Lot 3215	100	100
Lot 3216	100	100
Lot 3217	100	100
Lot 3218	100	100
Lot 3219	100	100
Lot 3220	100	100
Lot 3221	100	100
Lot 3222	100	100
Lot 3223	100	100
Lot 3224	100	100
Lot 3225	100	100
Lot 3226	100	100
Lot 3227	100	100
Lot 3228	100	100
Lot 3229	100	100
Lot 3230	100	100
Lot 3231	100	100
Lot 3232	100	100
Lot 3233	100	100
Lot 3234	100	100
Lot 3235	100	100
Lot 3236	100	100
Lot 3301	100	100
Lot 3302	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617324S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3303	100	100
Lot 3304	100	100
Lot 3305	100	100
Lot 3306	100	100
Lot 3307	100	100
Lot 3308	100	100
Lot 3309	100	100
Lot 3310	100	100
Lot 3311	100	100
Lot 3312	100	100
Lot 3313	100	100
Lot 3314	100	100
Lot 3315	100	100
Lot 3316	100	100
Lot 3317	100	100
Lot 3318	100	100
Lot 3319	100	100
Lot 3320	100	100
Lot 3321	100	100
Lot 3322	100	100
Lot 3323	100	100
Lot 3324	100	100
Lot 3325	100	100
Lot 3326	100	100
Lot 3327	100	100
Lot 3328	100	100
Lot 3329	100	100
Lot 3330	100	100
Lot 3331	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617328S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3401	100	100
Lot 3402	100	100
Lot 3403	100	100
Lot 3404	100	100
Lot 3405	100	100
Lot 3406	100	100
Lot 3407	100	100
Lot 3408	100	100
Lot 3409	100	100
Lot 3410	100	100
Lot 3411	100	100
Lot 3412	100	100
Lot 3413	100	100
Lot 3414	100	100
Lot 3415	100	100
Lot 3416	100	100
Lot 3417	100	100
Lot 3418	100	100
Lot 3419	100	100
Lot 3420	100	100
Lot 3421	100	100
Lot 3422	100	100
Lot 3423	100	100
Lot 3424	100	100
Lot 3425	100	100
Lot 3426	100	100
Lot 3427	100	100
Lot 3428	100	100
Lot 3429	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3430	100	100
Lot 3431	100	100
Lot 3432	100	100
Lot 3433	100	100
Lot 3434	100	100
Lot 3501	100	100
Lot 3502	100	100
Lot 3503	100	100
Lot 3504	100	100
Lot 3505	100	100
Lot 3506	100	100
Lot 3507	100	100
Lot 3508	100	100
Lot 3509	100	100
Lot 3510	100	100
Lot 3511	100	100
Lot 3512	100	100
Lot 3513	100	100
Lot 3514	100	100
Lot 3515	100	100
Lot 3516	100	100
Lot 3517	100	100
Lot 3518	100	100
Lot 3519	100	100
Lot 3520	100	100
Lot 3521	100	100
Lot 3522	100	100
Lot 3523	100	100
Lot 3524	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3525	100	100
Lot 3526	100	100
Lot 3527	100	100
Lot 3528	100	100
Lot 3529	100	100
Lot 3530	100	100
Lot 3531	100	100
Lot 3601	100	100
Lot 3602	100	100
Lot 3603	100	100
Lot 3604	100	100
Lot 3605	100	100
Lot 3606	100	100
Lot 3607	100	100
Lot 3608	100	100
Lot 3609	100	100
Lot 3610	100	100
Lot 3611	100	100
Lot 3612	100	100
Lot 3613	100	100
Lot 3614	100	100
Lot 3616	100	100
Lot 3616	100	100
Lot 3617	100	100
Lot 3618	100	100
Lot 3619	100	100
Lot 3620	100	100
Lot 3621	100	100
Lot 3622	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3623	100	100
Lot 3624	100	100
Lot 3625	100	100
Lot 3626	100	100
Lot 3627	100	100
Lot 3628	100	100
Lot 3629	100	100
Lot 3630	100	100
Lot 3631	100	100
Lot 3701	100	100
Lot 3702	100	100
Lot 3703	100	100
Lot 3704	100	100
Lot 3705	100	100
Lot 3706	100	100
Lot 3707	100	100
Lot 3708	100	100
Lot 3709	100	100
Lot 3710	100	100
Lot 3711	100	100
Lot 3712	100	100
Lot 3713	100	100
Lot 3714	100	100
Lot 3715	100	100
Lot 3716	100	100
Lot 3717	100	100
Lot 3718	100	100
Lot 3719	100	100
Lot 3720	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3721	100	100
Lot 3722	100	100
Lot 3723	100	100
Lot 3724	100	100
Lot 3725	100	100
Lot 3726	100	100
Lot 3727	100	100
Lot 3728	100	100
Lot 3729	100	100
Lot 3730	100	100
Lot 3731	100	100
Lot 3732	100	100
Lot 3733	100	100
Lot 3734	100	100
Lot 3735	100	100
Lot 3736	100	100
Lot 3737	100	100
Lot 3738	100	100
Lot 3739	100	100
Lot 3740	100	100
Lot 3741	100	100
Lot 3742	100	100
Lot 3743	100	100
Lot 3744	100	100
Lot 3801	100	100
Lot 3802	100	100
Lot 3803	100	100
Lot 3804	100	100
Lot 3805	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3806	100	100
Lot 3807	100	100
Lot 3808	100	100
Lot 3809	100	100
Lot 3810	100	100
Lot 3811	100	100
Lot 3812	100	100
Lot 3813	100	100
Lot 3814	100	100
Lot 3815	100	100
Lot 3816	100	100
Lot 3817	100	100
Lot 3818	100	100
Lot 3819	100	100
Lot 3820	100	100
Lot 3821	100	100
Lot 3822	100	100
Lot 3823	100	100
Lot 3824	100	100
Lot 3825	100	100
Lot 3826	100	100
Lot 3827	100	100
Lot 3828	100	100
Lot 3829	100	100
Lot 3830	100	100
Lot 3831	100	100
Lot 3832	100	100
Lot 3833	100	100
Lot 3834	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3835	100	100
Lot 3836	100	100
Lot 3837	100	100
Lot 3838	100	100
Lot 3839	100	100
Lot 3840	100	100
Lot 3841	100	100
Lot 3842	100	100
Lot 3843	100	100
Lot 3844	100	100
Lot 3845	100	100
Lot 3846	100	100
Lot 3847	100	100
Lot 3848	100	100
Lot 3849	100	100
Lot 3850	100	100
Lot 3851	100	100
Lot 3852	100	100
Lot 3853	100	100
Lot 3854	100	100
Lot 3855	100	100
Lot 3856	100	100
Lot 3901	100	100
Lot 3902	100	100
Lot 3903	100	100
Lot 3904	100	100
Lot 3905	100	100
Lot 3906	100	100
Lot 3907	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3908	100	100
Lot 3909	100	100
Lot 3910	100	100
Lot 3911	100	100
Lot 3912	100	100
Lot 3913	100	100
Lot 3914	100	100
Lot 3915	100	100
Lot 3916	100	100
Lot 3917	100	100
Lot 3918	100	100
Lot 3919	100	100
Lot 3920	100	100
Lot 3921	100	100
Lot 3922	100	100
Lot 3923	100	100
Lot 3924	100	100
Lot 3925	100	100
Lot 3926	100	100
Lot 3927	100	100
Lot 3928	100	100
Lot 3929	100	100
Lot 3930	100	100
Lot 3931	100	100
Lot 3932	100	100
Lot 3933	100	100
Lot 3934	100	100
Lot 3935	100	100
Lot 3936	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3937	100	100
Lot 3938	100	100
Lot 4001	100	100
Lot 4002	100	100
Lot 4003	100	100
Lot 4004	100	100
Lot 4005	100	100
Lot 4006	100	100
Lot 4007	100	100
Lot 4008	100	100
Lot 4009	100	100
Lot 4010	100	100
Lot 4011	100	100
Lot 4012	100	100
Lot 4013	100	100
Lot 4014	100	100
Lot 4015	100	100
Lot 4016	100	100
Lot 4017	100	100
Lot 4018	100	100
Lot 4019	100	100
Lot 4020	100	100
Lot 4021	100	100
Lot 4022	100	100
Lot 4023	100	100
Lot 4024	100	100
Lot 4025	100	100
Lot 4026	100	100
Lot 4027	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4028	100	100
Lot 4029	100	100
Lot 4030	100	100
Lot 4031	100	100
Lot 4032	100	100
Lot 4033	100	100
Lot 4034	100	100
Lot 4035	100	100
Lot 4036	100	100
Lot 4101	100	100
Lot 4102	100	100
Lot 4103	100	100
Lot 4104	100	100
Lot 4105	100	100
Lot 4106	100	100
Lot 4107	100	100
Lot 4108	100	100
Lot 4109	100	100
Lot 4110	100	100
Lot 4111	100	100
Lot 4112	100	100
Lot 4113	100	100
Lot 4114	100	100
Lot 4115	100	100
Lot 4116	100	100
Lot 4117	100	100
Lot 4118	100	100
Lot 4119	100	100
Lot 4120	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4121	100	100
Lot 4122	100	100
Lot 4123	100	100
Lot 4124	100	100
Lot 4125	100	100
Lot 4126	100	100
Lot 4127	100	100
Lot 4128	100	100
Lot 4129	100	100
Lot 4130	100	100
Lot 4131	100	100
Lot 4132	100	100
Lot 4133	100	100
Lot 4134	100	100
Lot 4135	100	100
Lot 4136	100	100
Lot 4137	100	100
Lot 4138	100	100
Lot 4201	100	100
Lot 4202	100	100
Lot 4203	100	100
Lot 4204	100	100
Lot 4205	100	100
Lot 4206	100	100
Lot 4207	100	100
Lot 4208	100	100
Lot 4209	100	100
Lot 4210	100	100
Lot 4211	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4212	100	100
Lot 4213	100	100
Lot 4214	100	100
Lot 4215	100	100
Lot 4216	100	100
Lot 4217	100	100
Lot 4218	100	100
Lot 4219	100	100
Lot 4220	100	100
Lot 4221	100	100
Lot 4222	100	100
Lot 4223	100	100
Lot 4224	100	100
Lot 4225	100	100
Lot 4226	100	100
Lot 4227	100	100
Lot 4228	100	100
Lot 4229	100	100
Lot 4230	100	100
Lot 4231	100	100
Lot 4232	100	100
Lot 4233	100	100
Lot 4234	100	100
Lot 4235	100	100
Lot 4236	100	100
Lot 4237	100	100
Lot 4301	100	100
Lot 4302	100	100
Lot 4303	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4304	100	100
Lot 4305	100	100
Lot 4306	100	100
Lot 4307	100	100
Lot 4308	100	100
Lot 4309	100	100
Lot 4310	100	100
Lot 4311	100	100
Lot 4312	100	100
Lot 4313	100	100
Lot 4314	100	100
Lot 4315	100	100
Lot 4316	100	100
Lot 4317	100	100
Lot 4318	100	100
Lot 4319	100	100
Lot 4320	100	100
Lot 4321	100	100
Lot 4322	100	100
Lot 4323	100	100
Lot 4324	100	100
Lot 4325	100	100
Lot 4326	100	100
Lot 4327	100	100
Lot 4328	100	100
Lot 4329	100	100
Lot 4330	100	100
Lot 4331	100	100
Lot 4332	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4333	100	100
Lot 4334	100	100
Lot 4335	100	100
Lot 4336	100	100
Lot 4337	100	100
Lot 4338	100	100
Lot 4339	100	100
Lot 4340	100	100
Lot 4341	100	100
Lot 4342	100	100
Lot 4343	100	100
Lot 4344	100	100
Lot 4345	100	100
Lot 4346	100	100
Lot 4347	100	100
Lot 4348	100	100
Lot 4349	100	100
Lot 4350	100	100
Lot 4351	100	100
Lot 4352	100	100
Lot 4401	100	100
Lot 4402	100	100
Lot 4403	100	100
Lot 4404	100	100
Lot 4405	100	100
Lot 4406	100	100
Lot 4407	100	100
Lot 4408	100	100
Lot 4409	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4410	100	100
Lot 4411	100	100
Lot 4412	100	100
Lot 4413	100	100
Lot 4414	100	100
Lot 4415	100	100
Lot 4416	100	100
Lot 4417	100	100
Lot 4418	100	100
Lot 4419	100	100
Lot 4420	100	100
Lot 4421	100	100
Lot 4422	100	100
Lot 6001	100	100
Lot 6002	100	100
Lot 6003	100	100
Lot 6004	100	100
Lot 6005	100	100
Lot 6006	100	100
Lot 6007	100	100
Lot 6008	100	100
Lot 6009	100	100
Lot 6010	100	100
Lot 6011	100	100
Lot 6012	100	100
Lot 6013	100	100
Lot 6014	100	100
Lot 6015	100	100
Lot 6016	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6017	100	100
Lot 6101	100	100
Lot 6102	100	100
Lot 6103	100	100
Lot 6104	100	100
Lot 6105	100	100
Lot 6106	100	100
Lot 6107	100	100
Lot 6108	100	100
Lot 6109	100	100
Lot 6110	100	100
Lot 6111	100	100
Lot 6112	100	100
Lot 6113	100	100
Lot 6114	100	100
Lot 6115	100	100
Lot 6116	100	100
Lot 6117	100	100
Lot 6118	100	100
Lot 6119	100	100
Lot 6120	100	100
Lot 6121	100	100
Lot 6122	100	100
Lot 6123	100	100
Lot 6124	100	100
Lot 6125	100	100
Lot 6126	100	100
Lot 6127	100	100
Lot 6128	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6129	100	100
Lot 6301	100	100
Lot 6302	100	100
Lot 6303	100	100
Lot 6304	100	100
Lot 6305	100	100
Lot 6306	100	100
Lot 6307	100	100
Lot 6308	100	100
Lot 6309	100	100
Lot 6310	100	100
Lot 6311	100	100
Lot 6312	100	100
Lot 6313	100	100
Lot 6314	100	100
Lot 6315	100	100
Lot 6316	100	100
Lot 6317	100	100
Lot 6501	100	100
Lot 6502	100	100
Lot 6503	100	100
Lot 6504	100	100
Lot 6505	100	100
Lot 6506	100	100
Lot 6507	100	100
Lot 6508	100	100
Lot 6509	100	100
Lot 6510	100	100
Lot 6511	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6512	100	100
Lot 6513	100	100
Lot 6514	100	100
Lot 6515	100	100
Lot 6516	100	100
Lot 6517	100	100
Lot 6518	100	100
Lot 6519	100	100
Lot 8101	100	100
Lot 8102	100	100
Lot 8103	100	100
Lot 8104	100	100
Lot 8105	100	100
Lot 8106	100	100
Lot 8107	100	100
Lot 8108	100	100
Lot 8109	100	100
Lot 8110	100	100
Lot 8111	100	100
Lot 8112	100	100
Lot 8113	100	100
Lot 8114	100	100
Lot 8115	100	100
Lot 8116	100	100
Lot 8117	100	100
Lot 8118	100	100
Lot 8119	100	100
Lot 8120	100	100
Lot 8121	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 8122	100	100
Lot 8123	100	100
Lot 8124	100	100
Lot 8125	100	100
Lot 8126	100	100
Lot 8127	100	100
Lot 8128	100	100
Lot 8129	100	100
Lot 8130	100	100
Lot 8131	100	100
Lot 8132	100	100
Lot 8133	100	100
Lot 8134	100	100
Lot 8135	100	100
Lot 8136	100	100
Lot 8137	100	100
Lot 8138	100	100
Lot 8139	100	100
Lot 8140	100	100
Lot 8141	100	100
Lot 8142	100	100
Lot 8143	100	100
Lot 8144	100	100
Lot 8145	100	100
Lot 8146	100	100
Lot 8147	100	100
Lot 8148	100	100
Lot 8149	100	100
Lot 8701	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/08/2022 05:11:38 PM

OWNERS CORPORATION 1
PLAN NO. PS617320S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 9702	100	100
Lot 9703	100	100
Lot 9704	100	100
Lot 9705	100	100
Lot 9706	100	100
Lot 9707	100	100
Lot 9708	100	100
Lot 9709	100	100
Lot 9710	100	100
Lot 9711	100	100
Lot S3	100	100
Lot S50	1	1
Total	152301.00	152301.00

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

Statement End.

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

AG754756L 13 28

15/09/2009 \$192.90 173



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: JT/WL 09/0908

Customer Code: 1652T



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

15/09/2009 \$102.90 173



Section 173 Agreement
(Land Owner Obligations)

Beveridge Land Pty Ltd
ACN 115 638 661

Mitchell Shire Council

Subject Land: Mandalay Development, Beveridge

The Clayton Utz contact for this document is
Allison 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 9029 8488

www.claytonutz.com

Our reference 14709/14193/80051208

Legal\106779116.5

AG754756L

15/09/2009 \$102.90 173



Contents

1.	Definitions and interpretations	1
1.1	Definitions	1
1.2	Interpretation	2
2.	Agreement under section 173 of the Act	4
3.	Commencing and effect of agreement	4
3.1	Commencing and termination of agreement.....	4
3.2	Covenants.....	4
4.	Obligations of the Owner	4
4.1	Restriction on Subdivision of Lots.....	4
4.2	Restriction on number of Dwellings.....	4
5.	Owner's Warranties	4
6.	Registration	4
6.1	Registration.....	4
6.2	Notice.....	5
7.	Non-compliance	5
8.	Disputes	5
8.1	Dispute resolution.....	5
8.2	Unresolved dispute.....	5
9.	General	6
9.1	Further acts.....	6
9.2	Successors in title.....	6
9.3	Council's costs to be paid.....	7
9.4	Governing law.....	7
9.5	Jurisdiction.....	7
9.6	Notices.....	7
10.	Ending of Agreement	8
11.	GST	8
11.1	Interpretation.....	8
11.2	GST exclusive amount.....	8
11.3	Creditable acquisition.....	8
11.4	Tax Invoice.....	8

AG754756L



This Agreement is made on 14 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.

AG754756L

15/09/2019 \$102.90 173



"**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;

AG754756L

15/09/2006 \$102.90

173



- (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;

AG754756L

15/09/2009 \$102.90 173



- (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

AG754756L



- (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,

AG754756L



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:

AG754756L

15/09/2019 \$102.90 173



- (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.

AG754756L

15/09/2009 \$102.90 173



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


AG754756L

15/09/2019 \$102.90 173



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

15/09/2009 \$102.90 173



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. (Hons) B. Jur. (Hons) Australian Property Law Specialist

SIMON ABRAHAM LL.B. (Hons) Australian Commercial Litigation Specialist

ASSOCIATES: PHILLIP LEAMAN LL.B. (Hons) B. Jur. (Hons)

DENNIS LINER B. Jur. LL.B. (Hons) Australian Litigation Specialist

JONATHAN TISHER LL.B. (Hons) B. Jur. (Hons)

JENNY GARNHAM LL.B.

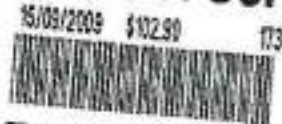
ALAN GOLDSTONE LL.B.

SAM RECHT

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



AG754783H 113 998



The information under statute for the 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:

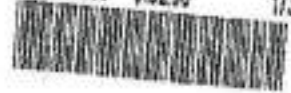
Name of Officer *(full name)*: PETER HALTON
A/CEO

Date:

14th September 2009

AG754783H

15/09/2009 \$102.90 173



CLAYTON UTZ

Section 173 Agreement
(Developer Obligations)

Beveridge Land Pty Ltd
ACN 115 838 861

Mitchell Shire Council

Subject Land: Mandalay Development, Beveridge

The Clayton Utz contact for this document is
Aileen 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 9829 8488

www.claytonutz.com

Our reference 14709/14193/80051208

Legal/110432099.2

AG754783H

15/09/2009 \$102.90 173



Contents

1.	Definitions and Interpretations	2
1.1	Definitions	2
1.2	Interpretation	4
2.	Agreement under section 173 of the Act.....	6
3.	Commencing and effect of agreement	6
3.1	Commencing and termination of agreement.....	6
3.2	Covenants.....	6
4.	Obligations of the Owner and Council	6
4.1	Community Facilities	6
4.2	Other Services and Facilities.....	8
4.3	Drainage Infrastructure.....	8
4.4	Creation of the Owners Corporation and maintenance of Public Land by Council and the Owners Corporation	8
4.5	Shared Path.....	8
5.	Owner's Warranties	9
6.	Registration.....	9
6.1	Registration.....	9
6.2	Notice.....	9
7.	Non-compliance.....	9
8.	Disputes	9
8.1	Dispute resolution.....	9
8.2	Unresolved dispute.....	10
9.	General	11
9.1	Further acts.....	11
9.2	Successors in title	11
9.3	Council's costs to be paid	11
9.4	Governing law	11
9.5	Jurisdiction	11
9.6	Notices.....	12
10.	Ending of Agreement.....	12
11.	GST	12
11.1	Interpretation.....	12
11.2	GST exclusive amount	12
11.3	Creditable acquisition	13
11.4	Tax invoice	13
	Annexure 1 - Location of, Specifications for and timing of construction and provision of the Services and Facilities.....	14
	Annexure 2 - Standard Service Levels.....	15
	Annexure 3 - Design/Functional Brief.....	16

AG754783H

15/09/2009 \$102.90 173



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

Parties

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

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

Background

- A. The Owner is registered as proprietor of the Land.
- B. Council is the responsible authority under the Act for the administration and enforcement of the Scheme which applies to the Land.
- C. The Owner intends to develop the Land in accordance with the Scheme and the conditions contained in the Planning Permit.
- D. The Land is within the Comprehensive Development Zone (Schedule 2) of the Scheme which, among other things, requires the use and development of the Land to be generally in accordance with the Beveridge Comprehensive Development Plan and the Masterplan.
- E. Condition 9 of the Planning Permit requires the Owner to enter into an agreement under Section 173 of the Act, amongst other things to:
 - (a) provide for the determination and construction of the Services and Facilities;
 - (b) require certain Services and Facilities to vest in Council, where required and agreed by the Council and the Owner;
 - (c) require the registration of a covenant or easement on the title of any Private Land containing Drainage Infrastructure so as to protect the function of that land for drainage purposes;
 - (d) create an Owners Corporation, and require the Owners Corporation to maintain Public Land beyond the extent of the Standard Service Levels agreed between Council and the Owner; and
 - (e) provide for the construction of a 2 metre wide shared path along Lithgow Street.
- F. The Council and the Owner have agreed to enter into this Agreement to implement those conditions and requirements under Condition 9 of the Planning Permit referred to in Recital E.
- G. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

Operative provisions

1. Definitions and Interpretations

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987.

AG754783H

15/09/2009 1102.90

173



"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.

AG754783H

15/09/2009 \$102.90 173



"**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;

AG754783H

15/09/2009 \$102.90 173



- (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;

AG754783H

15/09/2009 \$102.50 173



- (t) a provision must not be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision;
- (u) if a reference is made to any person, body or Authority and that person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the person, body or Authority that then serves substantially the same objects as the person, body or Authority that has ceased to exist; and
- (v) a reference to the President of a person, body or Authority shall, in the absence of a President, be read as a reference to the senior officer for the time being of the person, body or Authority or such other person fulfilling the duties of President.

2. Agreement under section 173 of the Act

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

3. Commencing and effect of agreement

3.1 Commencing and termination of agreement

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

3.2 Covenants

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

4. Obligations of the Owner and Council

4.1 Community Facilities

- (a) The Owner must prepare and lodge for certification by Council a Stage 1 Plan which shows the Vested Land.
- (b) On and from the date of registration of the Stage 1 Plan, Council must grant to the Owner:
 - (i) a lease over that part of the Vested Land on which the Infant Welfare Centre and Pre-school are to be located to enable the Owner to comply with its obligations under clause 4.1(c); and
 - (ii) a lease over that part of the Vested Land on which the Multi-Purpose Community Hall is to be located to enable the Owner to:
 - A. comply with its obligations under clause 4.1(c); and
 - B. use the Multi-Purpose Community Hall as a sales centre until the earliest to occur of:
 - 1) the date which is 18 months after registration of any plan of subdivision creating the 600th Lot on the Land; and

AG754783H

15/05/2019 \$102.90 173



- 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.

AG754783H

15/09/2009 \$102.90

173



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).

AG754783H

15/09/2009 \$102.90 173



- (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

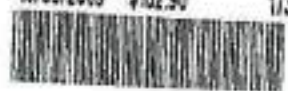
8.1 Dispute resolution

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.

AG754783H

15/09/2009 \$102.90

173



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;

AG754783H

15/09/2009 \$102.50 173



- (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).

AG754783H

15/09/2009 \$102.90 173



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

AG754783H

15/10/2019 \$102.90 173



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:

N. 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

AG754783H

15/09/2006 \$102.90 173



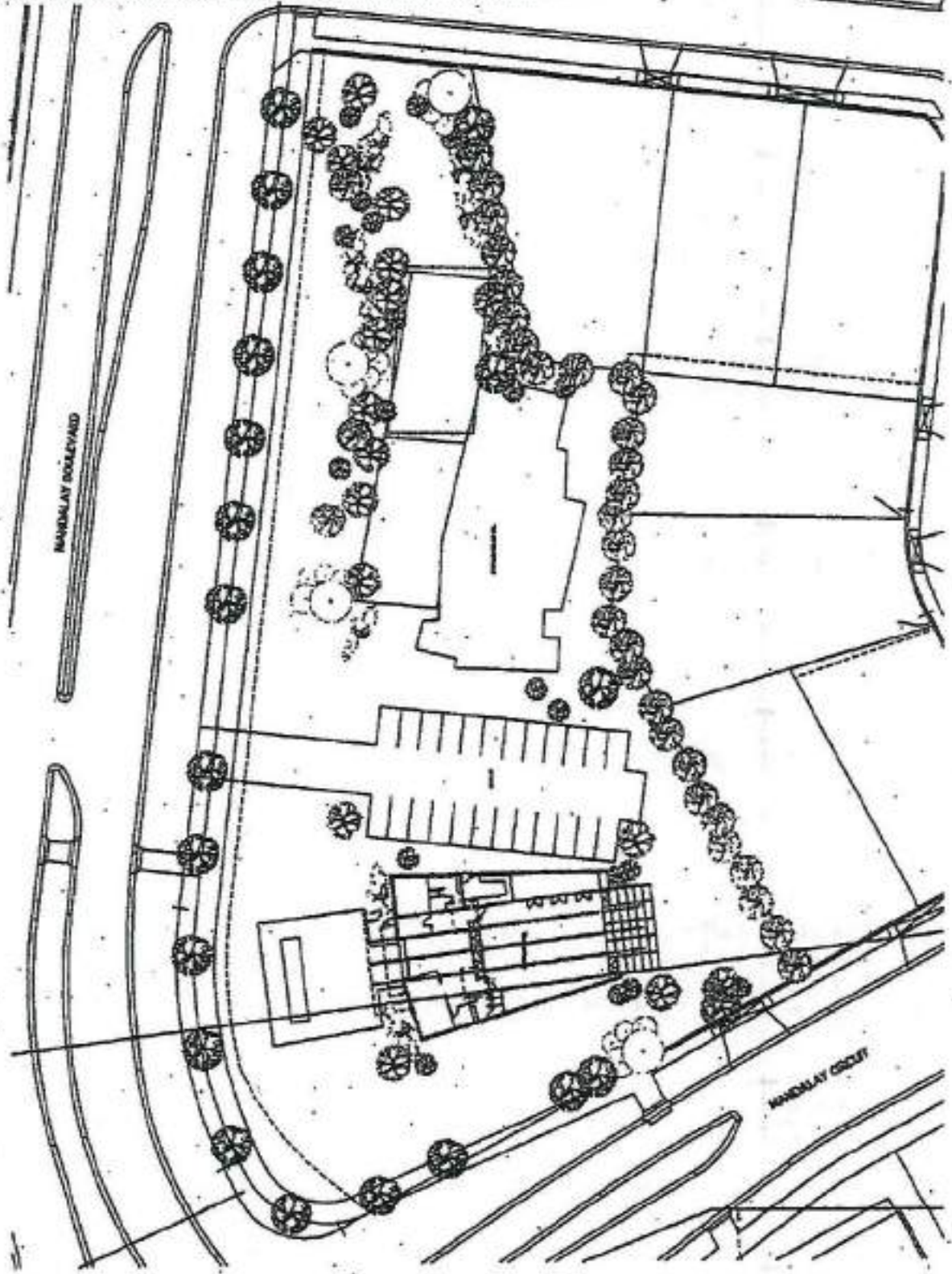
Annexure 1 - Location of, Specifications for and timing of construction and provision of the Services and Facilities

AG754783H

15/09/2009 \$102.90 173



MB
COMMUNITY PLAN
a1.01
C



AG754783H

15/09/2009 \$102.90

173



Mitchell Planning Scheme

Comprehensive Development Zone Schedule 2

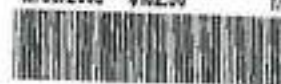
Beveridge Comprehensive Development Plan

Provision of services and facilities

FACILITY/SERVICE	WHEN TO BE PROVIDED	LOCATION
Multi-purpose Community Hall	600 lots are sold.	Vicinity of Commercial Precinct
Infant Welfare Centre	600 lots are sold.	In conjunction with Pre-School, in area marked as "Child Minding" on concept plan.
Pre-School, including Child Care Facilities	600 lots are sold.	In area marked as "Child Minding" on concept plan.
<u>Retail Floorspace</u> An area of 2 hectares is to be set aside for the purposes of a commercial precinct to allow for the provision of up to 5,000m ² of retail floor space.	As market forces dictate.	Commercial Precinct, as shown on the concept plan.
<u>Playground Facilities (5)</u> One of these areas to include 2 Basketball Courts and/or skateboard ramp or similar facilities directed towards teenagers. One of these playgrounds also to include large range of equipment catering up to teenagers eg. flying fox.	1. 300 lots sold. 2. 1000 lots sold. 3. 1200 lots sold. 4. 1700 lots sold. 5. 2000 lots sold.	In areas set aside on concept plan for Public Open Space.
<u>Roads</u> A. Upgrading of Hume Freeway Interchange at Beveridge, Stage 1. • Reversal of the intersection priority at the Camerons Road/Old Hume Highway/southbound entry ramp intersection. • Upgrade of existing linemarking, including the provision of centre and edge linemarking along Camerons Road and adjacent intersections.	Occupation of 100 dwellings.	Per Facility/Service description

AG754783H

15/09/2009 \$102.90 173



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 5,000 vpd, with minimum associated volumes on the entry legs of Old Hume Highway and Camerons Road (east) of 1,000 vpd and 500 vpd respectively (or vice versa).</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><u>Public Transport</u></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>		

AG754783H

5/06/2009 \$102.91 173



FACILITY/SERVICE	WHEN TO BE PROVIDED	LOCATION
<p><u>Health Care Facilities</u></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><u>Aged Care Facilities</u></p>	<p>As market forces dictate</p>	<p>As indicated on concept plan.</p>
<p><u>Primary School</u></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><u>Infrastructure Services</u></p> <p><u>Water Supply</u></p> <p><u>Sewerage System, including reticulation and treatment plant</u></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><u>Landscape buffer</u></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>

AG754783H

15/09/2019 \$102.90

173



Annexure 2 - Standard Service Levels

AG754783H

15/09/2009 \$102.90 173



O. MANDALAY PARKS AND STREETSCAPES MAINTENANCE STANDARDS

Scheduled Items

OO.01 General

Maintenance and Establishment means the care and maintenance of the contract area by accepted horticultural practices, as well as rectifying any defects that become apparent in the works under normal use. This includes, but not necessarily be limited to, the following items where as required:

- watering
 - soil testing and fertilizing of lawns and garden beds
 - weeding
 - reseeded
 - 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
-

AG754783H

15/05/2009 \$102.90 173



0.01 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.

0.02 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.

0.03 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

0.04 Mulched Surfaces

Maintain all mulched surfaces in a clean, tidy and weed free condition and reinstale to specified depths (75mm depth typical) and finished levels as required.

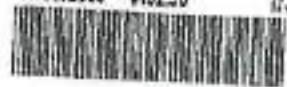
0.05 Spraying

Spray against insect and fungus infestation if considered necessary by the Superintendent. Carry out all spraying in accordance with the manufacturer's directions.

AG754783H

15/09/2003 \$102.90

173



O.06 Planted Areas

Maintain the planted areas in one of the following manners:

- (a) Individual trees or shrubs - a weed free watering saucer of minimum diameter of 1m, except in irrigated lawn areas.
- (b) Planting beds – Weeds to be maintained between completely weed free and 5% weed coverage within the surrounds of the bed.
- (c) Mass planting areas - a completely cultivated surface (including cross cultivation) with a weed free watering saucer of minimum diameter of 500mm.

Note: The Maintenance Contractor is responsible for the Maintenance and Establishment of all planting works to ensure the following standards are met:

- Garden bed to be covered by plant growth consistent with the intended design
- Mulch depth maintained to the specified levels – 75mm Depth Typical
- Plants to be in a good, healthy condition.
- Plants & trees to be pruned as required to maintain plant health and condition
- Soil pH to be between 6.0 and 7.0
- Plants to be acceptable examples of their species in size, shape and growth
- Dead plants to be replaced with a specimen approved by the superintendent
- Dead branches 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.

AG754783H

15/09/2009 \$102.90 173



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.

AG754783H

15/09/2009 \$102.90 173



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

AG754783H

15/09/2009 \$102.50 173



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.

AG754783H

15/09/2009 \$102.90 173



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 failing to establish are to be reported to the superintendent immediately.

To ensure that all water bodies and water courses are clean and tidy the landscape maintenance contractor may have to physically enter the water to remove any rubbish.

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.

AG754783H

15/09/2009 \$102.90 173



O.29 Completion

Ensure that all works of the Contract are complete immediately prior to the expiry date of the Contract time. Remove all debris from the site and any material he may have stored on or adjacent to the site and leave the area tidy to the satisfaction of the Superintendent.

Grass Areas are to have a healthy and vigorous grass sward appropriate to the area and trees and shrubs shall show signs of healthy vigorous growth. Trees will be appropriately staked in dry land areas with a suitably sized watering saucer intact and weed free.

AG754783H

15/09/2009 \$702.90 173



Annexure 3 - Design/Functional Brief

AG754783H

15/09/2009 \$102.90 173



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.

AG754783H

15/09/2009 \$102.90 173



Kinder Store - x 2

Area included in Pre-School figure
 nominally 2 rooms @ 10 m² 20 m²

- Uses: - Storage area for Kinder equipment.
- Finishes: - Durable, hard wearing finishes, easily cleaned and maintained.
- Floors: - Sheet vinyl.
- Walls: - Plasterboard, painted.
- Ceilings: - Plasterboard, painted.
- Lighting: - Fluorescent lighting to meet code requirements.
- Heating/cooling: - Not required.

Kinder Food Prep Area

Area included in Pre-School figure
 nominally 10 m²

- Uses: - Area for the preparation and layout of food for kids at lunch, morning and afternoon tea periods.
 - Alcove off main kinder teaching areas - able to be closed off.
- Finishes: - Durable, hard wearing finishes, easily cleaned and maintained.
- Floors: - Sheet vinyl.
- Walls: - Plasterboard - painted. Glass tile or vinyl splashback to benches.
- Ceilings: - Plasterboard - painted.
- Lighting: - Fluorescent lighting to meet code requirements.
- Heating/cooling: - Evaporative air conditioning for cooling.
 - Radiant heating panels for heating.
 - Exhaust hood over cooktop.
- Fittings/equipment: - Post formed laminated benches equivalent to 5 metres in length with underbench and overhead cupboards and shelving.
 - Double bowl sink formed into stainless steel bench top with insinkerator and mixer tap.
 - Built-in domestic type dishwasher by others as part of F.F. & E. works.
 - Large domestic refrigerator by others as part of F.F. & E. works.
 - Built-in cook top and oven.
 - Boiling water and chilled water unit.
- Other requirements: - Insect zipper.

AG754783H

15/09/2009 \$102.90 173



Bathrooms – Kinder Dedicated

Area Included in Pre-School figure
nominally 40 m²

To be to the satisfaction of DHS

- Usage:**
- Semi private boy and girl toilet alcoves for kinder children allowing children to be supervised and assisted as necessary.
 - Dedicated toilet for Kinder teacher and assistant.
- Finishes:**
- Durable, hard wearing finishes, easily cleaned and maintained.
- Floors:**
- Sheet vinyl – covered at wall junctions.
- Walls:**
- Wet area plasterboard or fibroboard – 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:

AG754783H

15/09/2009 \$102.90 173



Maternal & Child Health

Area requirement 120 m²

- Uses:
 - Dedicated area for child health doctor/nurse including 2 examination rooms, consulting room, receptionist, waiting room, store room, small tea prep. area, etc.
- Finishes:
 - Quality, durable finishes.
- Floors:
 - Commercial grade broadloom carpet.
- Walls:
 - Plasterboard, painted.
- Ceilings:
 - Acoustic tile with plasterboard perimeter to each room.
- Lighting:
 - Fluorescent lighting (with high frequency ballasts) with lighting levels to code requirements.
 - Good natural lighting and views to outdoor areas.
- Heating/cooling:
 - Refrigerant air conditioning for heating and cooling.
- Fittings/equipment:
 - Windows to be fitted with blinds to reduce glare and direct sunlight penetrating internal spaces.
 - Exam rooms to include hand wash basin.
 - Tea prep. area to include laminate bench top, underbench and overbench joinery, inset sink, boiling/chilled water unit, dishwasher.
 - Toilet to include W/C 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		10 m ²
- Waiting		20 m ²
- Store room		15 m ²
- Small Tea Prep.		5 m ²
- Toilet (to meet DDA requirements)		2 m ²
- Circulation		23 m ²
	Total	120 m²

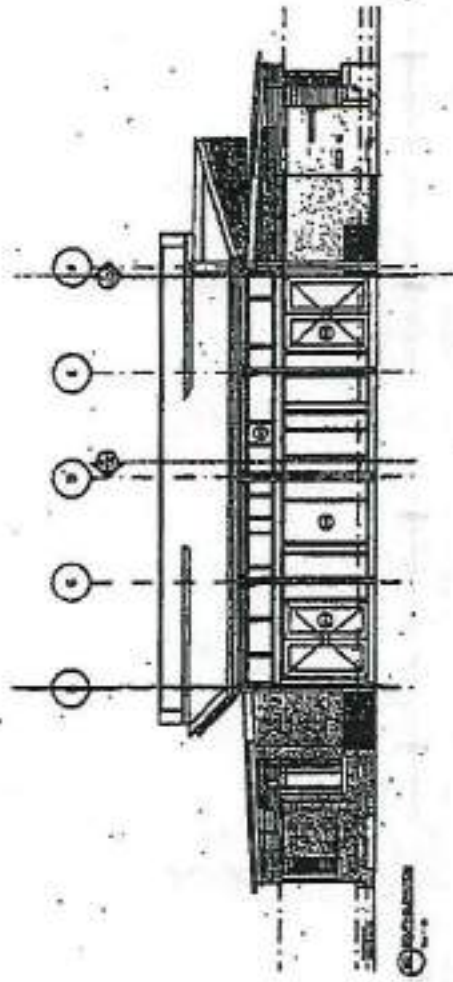
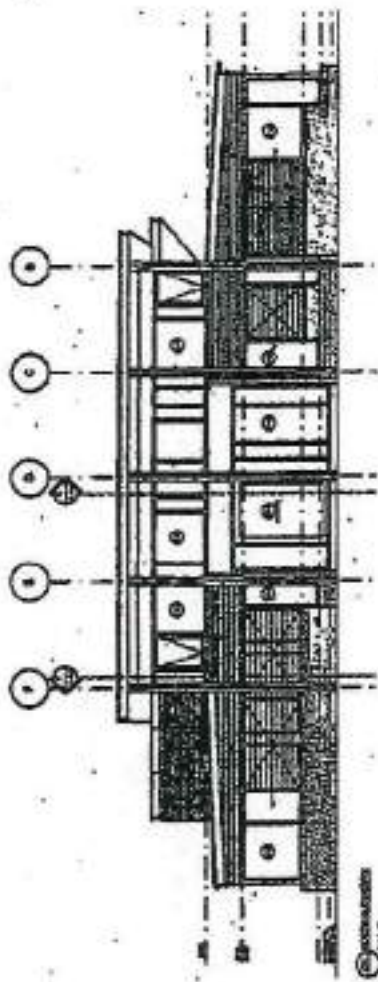
AG754783H

15/09/2009 \$102.90 173



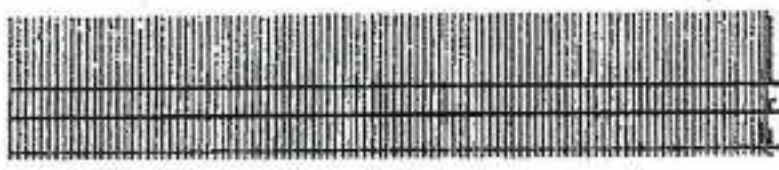
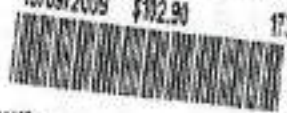
WB
COMMUNITY WA
15/09/2009 \$102.90 173

23.01



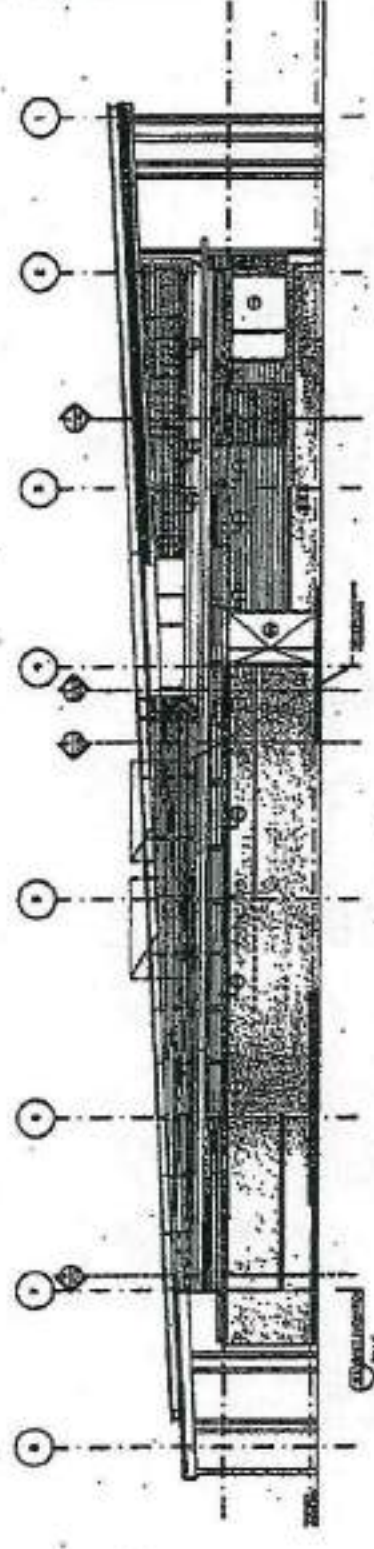
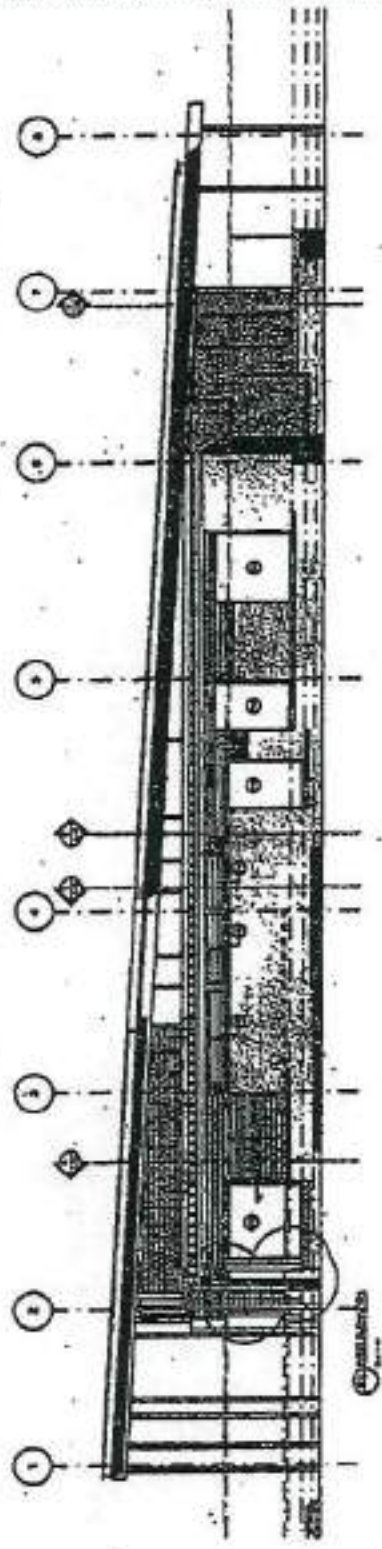
AG754783H

15/09/2009 \$192.90 173



MB
COMMENTS
DATE

a3.02



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*

AT390538K

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 2 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

THE BACK OF THIS FORM MUST NOT BE USED

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

AT390538K

Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
607/293	9650/991	11018/833	11228/974	11336/049	11604/839	11690/775
638/571	9651/525	11018/855	11228/977	11342/010	11604/850	11690/786
845/956	9670/658	11018/858	11228/985	11349/386	11604/854	11690/790
1251/125	9724/877	11018/865	11228/987	11349/391	11604/859	11691/708
3291/007	9728/023	11024/485	11232/840	11349/392	11604/863	11811/364
3300/954	9740/398	11029/150	11232/852	11349/393	11604/867	11813/407
3682/253	9759/780	11029/157	11233/563	11359/317	11604/868	11813/409
4024/689	9764/099	11029/159	11233/564	11359/320	11604/875	11813/417
4377/374	9769/558	11040/165	11233/577	11359/322	11604/885	11813/418
5910/840	9818/411	11043/500	11233/578	11359/330	11604/892	11813/435
6497/374	9828/775	11047/284	11239/330	11360/736	11605/834	11813/440
6743/548	9875/364	11047/296	11239/343	11369/340	11605/836	11813/449
6765/869	9919/948	11047/314	11239/346	11377/708	11605/838	11813/453
6936/046	9957/018	11047/338	11239/356	11377/711	11607/677	11815/608
7344/625	9957/026	11050/095	11239/359	11381/335	11608/502	11815/694
7532/137	9957/048	11050/098	11240/409	11395/002	11608/505	11819/137
7721/063	9957/050	11050/102	11240/413	11395/605	11608/526	11819/145
8139/044	9972/847	11050/103	11240/699	11403/332	11608/535	11819/159
8157/908	9994/839	11050/110	11240/964	11405/860	11608/591	11819/167
8210/487	10032/880	11050/117	11240/982	11405/861	11608/617	11819/180
8246/379	10040/047	11054/763	11240/988	11425/915	11620/159	11819/189
8272/605	10050/965	11054/766	11240/989	11425/919	11621/810	11819/192
8330/309	10075/482	11054/767	11242/659	11425/927	11628/096	11819/211
8421/635	10075/486	11054/773	11242/666	11440/469	11628/097	11819/214
8423/118	10093/852	11054/781	11242/669	11451/938	11628/102	11820/009
8442/673	10102/654	11059/353	11242/674	11474/620	11628/105	11820/021
8443/934	10124/983	11059/355	11242/675	11475/022	11628/769	11820/022
8452/914	10198/024	11060/096	11243/576	11477/431	11628/770	11820/026
8459/280	10198/026	11060/102	11243/800	11485/078	11629/094	11820/027
8485/451	10240/535	11060/108	11243/817	11488/666	11629/111	11820/036
8485/454	10241/911	11062/867	11243/819	11488/669	11629/114	11820/039
8485/481	10252/422	11072/360	11243/820	11488/677	11632/102	11820/042
8485/517	10252/585	11072/370	11243/822	11488/683	11632/117	11820/058
8485/549	10266/741	11075/442	11243/837	11491/984	11632/119	11820/139
8485/718	10266/742	11075/973	11243/840	11491/986	11632/148	11820/141
8499/905	10293/902	11075/975	11247/512	11492/603	11632/156	11820/143
8506/150	10355/000	11075/982	11249/631	11493/204	11632/170	11820/152
8521/755	10377/057	11076/423	11249/636	11493/219	11632/365	11820/154
8521/756	10379/757	11076/425	11249/638	11493/223	11636/308	11820/161
8521/763	10392/342	11080/750	11249/639	11493/232	11637/665	11820/163
8521/793	10407/776	11080/751	11249/643	11499/110	11637/676	11820/165
8525/626	10422/004	11080/752	11249/644	11499/889	11637/680	11820/180
8556/275	10446/765	11084/043	11249/656	11499/896	11637/684	11824/224
8559/003	10498/611	11085/143	11249/658	11499/897	11637/691	11824/238
8570/005	10562/149	11085/148	11258/928	11499/898	11637/694	11824/265

AT390538K

Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
8571/357	10562/152	11085/152	11258/934	11502/646	11641/254	11825/699
8609/531	10584/958	11086/907	11258/936	11502/651	11641/255	11826/164
8622/411	10599/626	11100/917	11260/114	11503/251	11641/269	11826/165
8634/671	10602/679	11100/931	11262/901	11506/136	11641/390	11826/167
8673/645	10626/646	11101/444	11263/338	11507/196	11641/394	11826/185
8678/242	10631/396	11119/326	11263/349	11507/207	11643/309	11826/191
8683/252	10632/526	11121/424	11263/351	11507/208	11643/320	11826/201
8683/615	10641/468	11121/427	11263/353	11507/722	11643/322	11826/206
8687/342	10652/000	11121/430	11263/363	11507/777	11643/328	11826/209
8693/513	10688/268	11121/431	11263/365	11519/948	11643/453	11826/213
8697/970	10706/754	11121/438	11268/708	11519/956	11643/458	11826/215
8705/251	10707/254	11121/441	11268/785	11519/962	11643/468	11827/332
8705/253	10707/255	11121/445	11268/794	11519/971	11643/469	11827/942
8705/258	10707/258	11131/567	11269/007	11519/974	11643/473	11827/943
8753/042	10788/847	11132/704	11269/018	11519/983	11643/495	11827/951
8757/997	10800/158	11132/711	11270/285	11520/425	11643/801	11827/958
8758/843	10811/650	11132/715	11270/293	11520/430	11643/809	11827/961
8766/887	10811/652	11133/056	11270/295	11520/431	11646/527	11827/987
8769/758	10811/653	11133/064	11271/084	11521/912	11646/541	11827/989
8777/177	10811/661	11133/066	11271/089	11521/921	11646/563	11979/436
8820/802	10811/670	11134/433	11274/503	11530/101	11646/564	11979/451
8838/412	10811/681	11134/449	11274/513	11530/105	11649/718	11981/503
8842/127	10811/688	11134/454	11274/517	11530/107	11649/726	11981/533
8855/798	10811/710	11134/456	11274/529	11530/110	11649/735	11982/049
8855/799	10811/711	11134/463	11274/530	11530/134	11649/756	11982/051
8872/553	10811/712	11134/522	11274/724	11530/136	11649/762	11982/437
8872/829	10811/732	11134/527	11274/735	11530/142	11650/522	11982/697
8887/448	10811/733	11134/531	11274/736	11530/916	11650/528	11982/746
8898/105	10811/744	11134/533	11274/737	11530/931	11650/549	11982/965
8900/269	10811/749	11134/536	11274/741	11530/936	11650/557	11984/419
8900/277	10811/750	11137/518	11274/742	11530/940	11652/171	11984/463
8900/282	10811/758	11138/570	11274/754	11535/132	11653/719	11987/189
8900/295	10811/759	11138/571	11274/755	11535/138	11653/724	11988/927
8900/309	10813/367	11138/592	11275/144	11535/151	11653/734	11988/962
8900/315	10813/377	11151/581	11275/148	11535/166	11653/764	11989/598
8906/574	10829/897	11151/584	11275/954	11535/575	11654/302	11990/047
8906/892	10835/114	11156/968	11277/695	11538/131	11654/303	11990/060
8907/123	10847/634	11156/977	11277/726	11538/138	11654/305	11990/259
8937/117	10847/637	11160/253	11289/995	11538/151	11654/337	11990/653
8954/144	10852/869	11160/420	11290/000	11538/157	11654/343	11990/757
8954/145	10852/881	11161/333	11290/002	11542/980	11654/353	11991/303
8954/161	10852/884	11161/344	11290/021	11545/389	11654/354	11991/304
8954/170	10852/889	11161/347	11290/030	11545/401	11654/377	11992/195
8966/832	10852/903	11161/368	11300/088	11546/469	11654/383	11992/628
8995/652	10853/767	11165/272	11301/609	11546/475	11654/384	11992/656

AT390538K

Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
9010/173	10871/216	11165/292	11301/610	11546/477	11654/387	11993/775
9042/583	10871/217	11165/307	11301/611	11546/495	11655/216	11994/273
9047/509	10871/224	11165/312	11301/616	11546/509	11655/223	11995/951
9050/025	10871/229	11166/720	11302/613	11546/557	11655/226	11996/975
9052/355	10883/982	11166/724	11305/585	11546/610	11655/236	11998/320
9053/098	10883/992	11169/224	11309/123	11546/612	11655/239	12002/459
9075/463	10884/980	11171/926	11309/136	11546/616	11655/241	12004/435
9092/224	10928/158	11171/967	11309/138	11546/623	11655/244	12004/456
9102/502	10928/169	11180/526	11309/143	11546/628	11659/539	12004/460
9109/401	10928/419	11180/533	11309/153	11546/636	11659/564	12010/359
9125/237	10931/298	11188/808	11313/893	11546/908	11659/565	12010/471
9128/176	10931/328	11188/813	11314/188	11547/018	11659/566	12010/700
9132/749	10947/754	11188/814	11314/192	11547/242	11660/724	12010/701
9166/837	10947/755	11189/588	11315/290	11550/110	11660/754	12011/429
9181/445	10947/767	11189/591	11318/969	11554/416	11660/766	12016/271
9189/942	10947/785	11189/759	11318/973	11555/920	11660/769	12017/384
9214/814	10947/790	11189/760	11318/976	11560/360	11660/772	12017/470
9216/868	10947/801	11194/940	11318/980	11560/372	11660/777	12018/828
9216/988	10948/003	11194/951	11318/982	11560/377	11660/780	12020/502
9235/680	10952/247	11194/952	11320/505	11560/383	11660/789	12022/412
9256/159	10952/254	11196/226	11321/071	11560/394	11660/809	12022/421
9281/403	10961/150	11197/656	11321/077	11564/761	11660/813	12022/618
9304/802	10961/163	11197/666	11321/083	11572/738	11660/816	12026/354
9317/330	10964/036	11197/668	11321/088	11572/743	11679/680	12027/376
9350/354	10964/045	11200/854	11325/512	11572/767	11679/685	12031/640
9375/941	10964/047	11200/861	11327/525	11572/771	11679/692	12031/699
9375/942	10977/813	11201/260	11327/528	11573/852	11679/703	12037/039
9377/096	10981/953	11201/267	11327/531	11573/868	11679/704	12037/472
9395/753	10983/196	11204/096	11328/155	11573/869	11688/539	12039/354
9427/547	10987/971	11206/678	11328/161	11577/343	11688/652	12039/371
9427/553	10987/985	11206/689	11328/172	11577/355	11688/664	12039/383
9436/966	10988/007	11206/691	11330/668	11578/516	11688/675	12039/432
9437/682	10988/025	11206/693	11330/692	11578/555	11688/679	12039/478
9443/135	10988/029	11206/701	11331/047	11578/798	11688/681	12041/696
9464/464	10988/034	11208/785	11333/889	11578/806	11688/683	12043/188
9474/075	10988/037	11208/798	11333/892	11578/807	11688/684	12047/282
9482/195	10994/269	11208/799	11333/896	11578/816	11689/915	12047/286
9482/316	10995/823	11208/802	11333/898	11583/308	11689/916	12047/309
9485/593	11002/511	11208/807	11333/905	11588/375	11690/433	12047/334
9488/155	11003/007	11208/813	11333/907	11588/386	11690/441	12047/764
9491/070	11003/450	11208/814	11333/913	11588/387	11690/446	12050/165
9500/888	11016/427	11211/117	11333/916	11588/395	11690/519	12050/565
9501/211	11016/440	11216/108	11333/924	11588/403	11690/522	12051/157
9501/253	11016/445	11216/111	11335/774	11588/407	11690/531	12051/162
9506/359	11016/448	11216/120	11335/782	11588/413	11690/536	12051/391

AT390538K

Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
9512/652	11016/497	11216/121	11335/783	11589/309	11690/545	12053/402
9520/361	11016/501	11216/125	11335/787	11595/874	11690/551	12053/404
9541/068	11016/503	11228/583	11335/795	11595/884	11690/739	12053/433
9546/807	11016/508	11228/593	11335/819	11599/925	11690/745	12053/557
9546/809	11016/510	11228/603	11335/827	11604/820	11690/749	12060/706
9559/352	11016/526	11228/933	11336/009	11604/826	11690/756	12064/559
9578/850	11018/824	11228/956	11336/017	11604/832	11690/771	9488/220A
9614/176	11018/830	11228/958	11336/047	11604/837	11690/772	



Instalment Notice

1 July 2023 to 30 June 2024



A Senkul & K Senkul
 19 Liberty Crescent
 BEVERIDGE VIC 3753



025
 1034417
 RI_9637

Issue Date

24 April 2024

Next Instalment Date

31 May 2024

Property Number

122322

Overdue Pay Now

\$0.00

**Instalment 1
 Due 30/09/2023**

**Instalment 2
 Due 30/11/2023**

**Instalment 3
 Due 28/02/2024**

**Instalment 4
 Due 31/05/2024**

\$596.00

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

Property 19 Liberty Crescent BEVERIDGE VIC 3753
 Lot 2129 PS 617320 Vol 11820 Fol 163

Instalment Notice

Capital Improved Value (CIV) \$656,000

Your current rates and charges balance as at 24 April 2024 is \$596.00
 (which includes payments not yet due).

4th Instalment Due	\$596.00
Total Due	\$596.00

Payments received after 23 April 2024 have not been deducted from the amount due on this notice.

PAID

Total Amount Payable \$596.00

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

Receive your rates notices via email
 Register now at mitchellshire.enotices.com.au
 with eNotices reference number **6706D1153L**

You may receive a rates reminder notice from us by SMS when your rates are close to their due date or if you're late paying your rates.

BPAY Biller Code: 93807
 Ref: 1223221

BPOINT Biller Code: 93807
 Ref#: 1223221
 INTERNET Go to www.bpoint.com.au
 PHONE Phone 1300 BPOINT

Post Billpay Billpay Code: 9190
 Ref: 1223 2295

BPAYVIEW View and pay this bill using internet banking
 BPayView Registration No.: 1223221

To pay this bill - visit any Post Office,
 phone 13 00 16, or go to
post.bpay.com.au



*71 190 122322 95



YARRA VALLEY WATER
ASK US 1300 304 688

Lushmore Street
Mildura Victoria 3132

Private Bag 1
Mildura Victoria 3132

DX 13204

F (03) 9872 1383

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

26th July 2024

Vicland Conveyancing

Dear Vicland Conveyancing,

RE: Application for Water Information Statement

Property Address:	16 LIBERTY CRESCENT BEVERIDGE 3753
Applicant	Vicland Conveyancing
Information Statement	30870166
Conveyancing Account Number	2400580000
Your Reference	

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
- Conditions of Connection and Consent
- Rates Certificate
- Build Over Easement

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	16 LIBERTY CRESCENT 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)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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	16 LIBERTY CRESCENT BEVERIDGE 3753
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

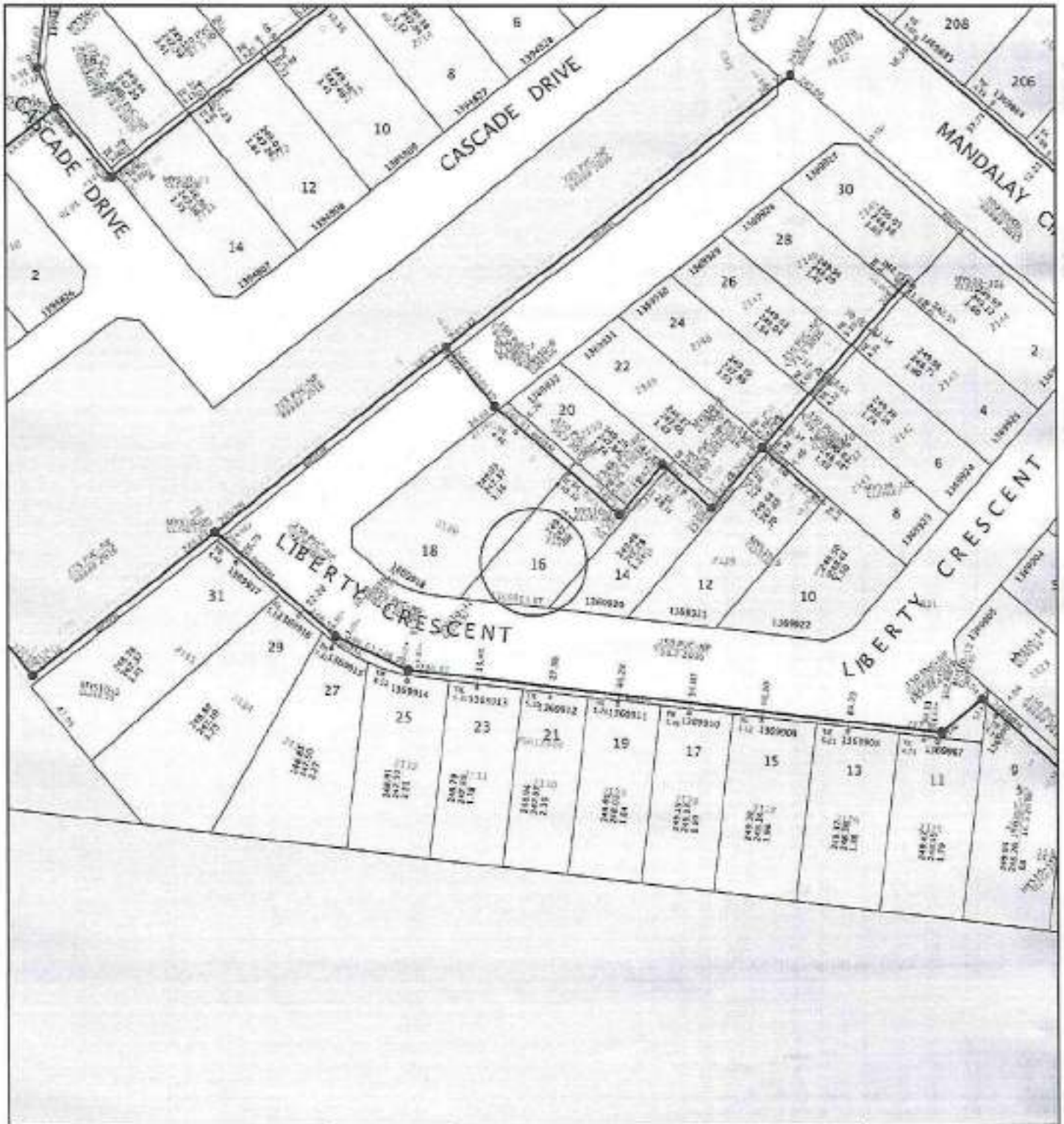
THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

The land is affected by a drainage encumbrance however requirements have been set by Melbourne Water that upon execution will render the land no longer affected by the encumbrance. Melbourne Water is or may be awaiting a Certified Survey Plan, "As Constructed" or Engineering Plan verifying that the requirements have been met. For further information contact Melbourne Water on 9679 7517.

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: 30870166**

Address	16 LIBERTY CRESCENT BEVERIDGE 3753
Date	28/07/2024
Scale	1:1000



**Yarra
Valley
Water**

ABN 93 056 902 501

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	
Abandoned Sewer	Sewer Branch			

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 information make their own site investigations and accommodate their works accordingly.

16th February 2017

Application ID: 240665

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Required Services

Product	Qty
20mm Potable Pressure Limiting Valve (PLV)	1
New Estate Connect-Combo DW & RW (incl meters w/lock)	1
Recycled Water Audit Fee (Includes GST)	1
20mm Recycled Pressure Limiting Valve (PLV)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1369919

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the potable water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time

of connection.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the recycled water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time of connection.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call 13 2762 (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

IMPORTANT NOTICE - MUST BE PASSED TO THE PLUMBER & PROPERTY OWNER

Checklist	✓ or X
-----------	--------

This property must be connected to recycled water	
All toilets to be connected to recycled water	
Recycled water external taps front & back to be provided	
Laundry (washing machine stop tap) to be connected to recycled water	
All pipework to be inspected by YVW www.yvw.com.au/rwinspection	
All recycled water pipework to be purple as per AS3500	
Meters have not been moved. Only YVW can move the meters	

Subdivisions will not be issued with Statement of Compliance until these recycled water conditions and any other conditions imposed by YVW have been met.

These conditions are issued under Section 145 of the *Water Act 1989* ("the Act") and are applicable to properties supplied with Class A recycled water. These conditions are additional to any other conditions issued in relation to water supply and sewerage works. **Penalties apply under the Act for breaches of these conditions.**

Recycled Water Supply

In addition to the drinking water supply, this property must be connected to the Class A recycled water supply system.

Until Class A recycled water becomes available in the recycled water pipes, the property will be supplied with drinking water only. Drinking water will be supplied through both the drinking water and the Class A recycled water systems.

Residents will be advised prior to the Class A recycled water supply becoming available.

1. Breaching these Conditions

1.1. Yarra Valley Water may undertake follow up action under *the Act* for observed non-compliance to these conditions. Action may include:

- (a) Serving a Notice to the applicant or property owner under Sections 150/151 of *the Act*. If a Notice is not complied with Yarra Valley Water will carry out any works and take any other action necessary to remedy the contravention and recover reasonable costs from the person on whom the Notice was served
- (b) Discontinuation of supply without notice under Section 168 of *the Act*
- (c) Escalation to relevant authorities including the Victorian Building Authority (VBA)

2. Class A Recycled Water Agreement and Environment Improvement Plan (EIP) - Non-Residential only

2.1. For non-residential properties where Class A recycled water is available, upon:

- (a) connection of the property to the Class A recycled water supply system; or
- (b) change in the intended use of Class A recycled water at the property; and/or
- (c) change in the user (either property owner or tenant) of Class A recycled water at the property

the property owner must:

- (i) advise Yarra Valley Water of the intended use and the name of the user of Class A recycled water at the property to enable a risk assessment to be completed for approval of the use of Class A recycled water at the property; and
- (ii) where required by Yarra Valley Water, ensure the user of Class A recycled water at the property submits an EIP to Yarra Valley Water's satisfaction and enters into a Class A Recycled Water Agreement with Yarra Valley Water.

In the case of section 2.1(a), the requirements in section 2.1 must be met prior to Class A recycled water being connected to the property. In the case of section 2.1(b) and/or 2.1(c), Yarra Valley Water may cease supply of Class A recycled water to the property until the conditions of section 2.1 are met.

For further details, please email recycledwater@yvw.com.au.

3. Recycled Water Plumbing

3.1. Toilet cisterns

(a) Residential

- (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply.
- (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

(b) Non-Residential

- (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply unless YVW has otherwise received and approved an application to the contrary.
- (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

3.2. Rainwater Tanks

- (a) Rainwater tanks may be used for outdoor taps, irrigation systems and flushing of toilets.
- (b) Backup supply to the rainwater tank is only to be provided via an automatic changeover device connected to the Class A recycled water supply. All pipework must be appropriately marked as "Recycled or Reclaimed Water – Do Not Drink" and taps must comply with the recycled water plumbing requirements.

3.3. External Taps – Residential

- (a) An external recycled water tap must be installed to service the front of the property:
 - (i) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**
 - (ii) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
 - (iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (b) An external recycled water tap must be installed to service the rear of the property:

- (i) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
 - (ii) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
- (c) All external recycled water taps must have the following features:
- (i) The whole body of the tap and handle must be coloured purple
 - (ii) Tap to be the jumper valve type
 - (iii) Tap handle must be the removable type
 - (iv) Standard thread on tap outlet for garden hose bib
 - (v) Tap inlet to have 5/8" right hand thread
- (d) An external drinking water tap must installed to service the **front** of the property
- (i) Yarra Valley Water supplies a drinking water riser and tap with atmospheric vacuum breaker at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**
 - (ii) The private plumber is required to fit the front drinking water tap with atmospheric vacuum breaker for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
 - (iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**
- (f) Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

3.4. External Taps – Non-Residential

- (a) External recycled water taps may be installed to service the front and/or rear areas of the property.

- (b) All external recycled water taps must comply with the features detailed in section 3.3(c).
- (c) All external recycled water taps at the property must be fitted with a hose bib tap lock or be installed in a secure location where the property is partially or wholly one of the following:
 - (i) an educational site including but not limited to schools and kindergartens;
 - (ii) a site to which the public have access;
 - (iii) a health care centre; or
 - (iv) a site that is likely to have children present.
- (d) At least one external drinking water tap must be provided to service the property.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**

3.5. Laundry Use

- (a) A recycled water washing machine tap must be installed in the laundry.
- (b) All recycled water washing machine tap kits must have the following features:
 - (i) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water from left to right).
 - (ii) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water from top to bottom).
 - (iii) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet
 - (iv) 5/8" Male lugged elbow
 - (v) Cover Plate with laser etched regulatory prohibition hybrid sign complying with AS1319 stating "Recycled Water Do Not Drink"

3.6. Irrigation Systems

- (a) Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
- (b) An appropriate containment backflow prevention device is to be fitted and independently

tested.

- (c) You must ensure that recycled water runoff from the property to the stormwater is prevented.

3.7. Regulatory Prohibition Hybrid Signs

- (a) A recycled water regulatory prohibition hybrid sign with the words **"Recycled Water Do Not Drink"** and complying with AS1319 is to be installed within 150mm of each external recycled water tap outlet, above the tap.

4. Uses of Recycled Water

- 4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.
- 4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Fire-fighting & fire protection systems (excluding sprinkler systems)	YES (✓)
Toilet / urinal flushing (excluding bidets)	YES (✓)
Laundry washing machines	YES (✓)
Vehicle washing	YES (✓)
Garden watering including vegetables	YES (✓)
Filling water features/ornamental ponds (not for swimming)	YES (✓)
Irrigation of public open space (e.g. parks, sports grounds)	YES (✓)
Irrigation of pasture & crops	YES (✓)
Livestock (excluding pigs)	YES (✓)
Cooling towers	YES (✓)
Industrial use: <ul style="list-style-type: none"> • Boiler feed water • Process water • Wash-down water • Dust suppression 	YES (✓)
Fire protection sprinkler systems	NO (X)
Drinking (humans or pigs)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Swimming pools or spas	NO (X)
Children's water toys	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)

5. Plumbing Standards

5.1. All recycled water plumbing works are to be carried out in accordance with:

- (a) AS/NZS 3500
- (b) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting www.yvw.com.au
- (c) EPA Dual pipe water recycling schemes – health and environmental risk management (guidelines for environmental management)

6. Inspections For Recycled Water Plumbing Works

6.1. The plumber is required to register and book inspections via Yarra Valley Water's online booking system (www.yvw.com.au/rwinspection). Inspections are mandatory and required at the stages below:

(a) R1 – All below ground pipework prior to backfilling

- (i) For Houses and High Rise developments an R1 inspection must be done from the main meter to the building
- (ii) For Multi-Unit developments an R1 inspection must be done for the internal main between the main meter and the check meters. R1 inspections are then required for each unit from the check meter to each dwelling
- (iii) For larger, more complex developments multiple R1 inspections may be required to inspect all the below ground pipework in stages
- (iv) Irrigation Systems require inspection of all below ground pipework

(b) R2 – All internal pipework prior to plastering

- (i) For High-Rise developments separate R2 inspections must be booked for the common pipework on each floor servicing each dwelling

(c) R3– Commissioning prior to occupancy

- (i) The site must have passed the R1 and R2 inspections before the R3 can be done
- (ii) All tap-ware and plumbing fixtures must be fitted and operational
- (iii) Properties must not be occupied before passing the R3 inspection

- (iv) Irrigation systems must be commissioned prior to lodgement of the Compliance Certificate

For inspection related enquiries:
Email: rwplumbinginspection@yvw.com.au
Phone: 9872 2518

- 6.2. The deadline for booking R1 and R2 inspections is 3pm Monday to Friday
- 6.3. R3 inspections require two (2) business days' notice of the required inspection date
- 6.4. Inspections will take place Monday to Friday only. Inspections are not available on weekends or public holidays. Inspection times are 7.30am to 3pm.
- 6.5. R1 and R2 inspections can be booked consecutively for the same booking date only if they are both ready for inspection
- 6.6. R2 inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
- 6.7. For R3 inspections the plumber will be contacted by the next business day to confirm the inspection time
- 6.8. Safe access to the site must be provided for inspections to take place
- 6.9. Failure to book inspections will result in penalties. Refer Section 1.
- 6.10. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected:
- (a) For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection.
- 6.11. Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination:
- (a) Properties using a straight piece will not pass these inspections.
- 6.12. Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection Issued for new developments connecting to recycled water. Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach. Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber.

7. Temporary Cross Connections

- 7.1. Where pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible.
- 7.2. This interconnection is to be removed by the private plumber at the time of the commissioning inspection.

8. Tappings

- 8.1. The drinking water property service pipe is to be PE pipe and must be water marked.
- 8.2. The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked:
 - (a) PE pipe must not form any part of the water meter assembly.
- 8.3. In the case of short side installations the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation.
- 8.4. In the case of long side installations the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit.

9. Locking Device

- 9.1. All recycled water meters will be installed with a locking device at the time of the tapping.
- 9.2. The locking device can only be removed by Yarra Valley Water when the property is commissioned, passing the R3 inspection:
 - (a) If the locking device is removed prior to commissioning, this will be considered a breach of these Conditions and Section 288 of the Act. The locking device will be re-fitted and follow up will occur under the Act.

10. Meter Assemblies & Positioning

- 10.1. Recycled water meters are to be positioned to the left of the drinking water meter assembly.
- 10.2. Recycled water meters and the meter assembly including inlet and outlet pipework must be purple.

10.3. Meters in recycled water areas can only be moved by Yarra Valley Water.

- (a) An application must be made online via easyACCESS to move the meter/s.
- (b) Yarra Valley Water can move meters up to 600mm from their original tapping location:
 - (i) 20mm and 25mm meters **are moved for free**
 - (ii) 32mm and above incur costs
- (c) Meters which need to be moved >600mm need to be plugged and re-tapped and the relevant fees paid.
- (d) Any meters which have been illegally moved are in breach of these Conditions and Section 288 of the Act. Yarra Valley Water will take the necessary action required to rectify the meters and recover any costs in doing so from the applicant or property owner as required. Rectification may include disconnection of services, relocating meters back to their original position, or if this is not possible plugging and re-tapping to a new location.

10.4. Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

10.5. Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

10.6. Any 25mm installation must be fitted with a right-angle ball valve.

10.7. Minimum separation between meters as follows:

- (a) 20mm to 25mm meters – 250mm minimum clearance between meters
- (b) 32mm and above – 150mm minimum clearance between meters
- (c) For recycled and potable meters – minimum 300mm minimum clearance between the recycled and potable meters

11. Stolen Meters

11.1. Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed unless fitted by Yarra Valley Water's maintenance contractor.

11.2. Stolen meters must be reported by calling Yarra Valley Water on 1300 304 688.

12. Owner's Responsibility

12.1. It is the owner/s (or for non-residential properties with a Recycled Water Agreement, the site occupier/s) responsibility to carry out the following:

- (a) Educate children and visitors to the property about the permitted uses of Class A recycled water
- (b) Remove the handle from the recycled water taps when not in use
- (c) Ensure that all recycled water regulatory prohibition hybrid signs are visible and legible at all times

12.2. For Irrigation Systems:

- (a) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
- (b) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
- (c) Signage must be produced at the owner's expense and displayed prominently within 150mm of all recycled water outlets. These signs should comply with AS1319 and should contain the wording: "Recycled Water Do Not Drink".

12.3. The conditions detailed in this document are binding on subsequent owners.

SEWER

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au.

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection branch within the property, Yarra Valley Water approves the endpoint of the YVW sewer branch to be located outside the property and raised to surface with an appropriate approved cover. The sewer branch must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer branches at the site must be cut and sealed by a Yarra Valley Water accredited live sewer contractor.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

17th January 2017

Application ID: 235360

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
New YVW Sewer Branch	1389919

Service Request Number: 6504762

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

SEWER

For the construction of a new sewer branch from an existing sewer main please ensure your selected location for the new sewer branch is able to adequately control the entire site via gravity. If the new sewer branch is unable to service the development via gravity connection additional fees and works will apply.

A new sewer branch or minor sewer works is required for this development. The sewer branch or

minor sewer works must be undertaken by one of Yarra Valley Water's approved live sewer contractors (see attached list).

The approved live sewer contractor will need to submit a pre-construction verification form on the Works Portal at least 3 days prior to any work commencing on Yarra Valley Water's sewer assets.

Where work is required in adjoining properties the applicant must:

1. Give reasonable notice and negotiate access with the respective owners well before any work commences & provide written confirmation to the live sewer contractor verifying access is granted, and
2. Restore the property to its former condition in the area where work was performed.

The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap located below an appropriate cover for vehicle loading where required. In driveways and paved areas set the cover flush with the concrete/paving.

Any unused branches at the site must be cut and sealed.

The new sewer branch that is to service the proposed development must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If the new sewer branch does not comply with these requirements, you will need to undertake additional sewer works which may include a sewer main extension, requiring lodgement of a new application and payment of additional fees.

Note for subdivisional developments where the sewer branch does not comply with these requirements, a statement of compliance will not be issued to Council until corrective action is undertaken and satisfactorily completed.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.



Vicland Conveyancing
 Info@Viclandconveyancing.Com.Au

YARRA VALLEY WATER
 051 92 002 001 001
 Lucknow Street
 Mitalam Victoria 3132
 Private Bldg 1
 Mitalam Victoria 3132
 CX 13204
 F (05)9872 1353
 E enquiry@yvw.com.au
 yvw.com.au

RATES CERTIFICATE

Account No: 5196578275
 Rate Certificate No: 30870166

Date of Issue: 26/07/2024
 Your Ref:

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
16 LIBERTY CRES, BEVERIDGE VIC 3753	2137\PS617320	5136165	Residential

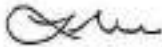
Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge <small>Step 1 - 28.000000kL x \$3.34380000 = \$93.63</small> Estimated Average Daily Usage \$1.08	26-03-2024 to 21-06-2024	\$93.63	\$0.00
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$119.50
Residential Recycled Water Usage Charge <small>Recycled Water Usage - 4.000000kL x \$1.88710000 = \$7.55</small>	26-03-2024 to 21-06-2024	\$7.55	\$0.00
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$30.77

Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$171.13

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
LOT S22, CAMERONS LANE, BEVERIDGE VIC 3753	S98\PS617320	5114163	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00



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 payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at 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
488 92 000 921 987

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX13204

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: 5136165

Address: 16 LIBERTY CRES, BEVERIDGE VIC 3753

Water Information Statement Number: 30870166

HOW TO PAY



Billor Code: 314567
Ref: 51965782758

Amount
Paid

Date
Paid

Receipt
Number

17th January 2017

sarah grady
BURBANK HOMES
care of
sarahg@burbank.com.au

Dear sarah grady,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	235357
Property Address	16 LIBERTY CRESCENT BEVERIDGE 3753
Service Location ID	5136165

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary *	
Residential or Habitable Structure	<ul style="list-style-type: none"> cannot build over any sewer branch and 600mm horizontal clearance is required
Lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking	<ul style="list-style-type: none"> can build over the sewer branch servicing the property and 600mm horizontal and vertical clearance is required
Utility services that are required (Gas, Electricity, Telecommunications) and Property Drains on the property	<ul style="list-style-type: none"> 600mm horizontal clearance is required from any sewer branch and 150mm vertical clearance when traversing the sewer at a 90° angle

* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit <http://easyaccessknowledgehub.com/>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in black ink that reads "John Maudsley". The signature is written in a cursive style with a large initial "J" and "M".

John Maudsley

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any residential or habitable structure in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'B' for this structure.
2. Pad footings/foundations are permitted.
3. The proposed structure cannot be built over the property connection branch. A minimum of 600 mm horizontal clearance between the proposed works / foundations and the property connection branch is required.
4. Footings / foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure.
5. Driven piles are not permitted
6. Maximum width allowed for eaves is 600 mm

For any lightweight garages, carports and sheds greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'D' for this structure.
2. No structures deemed habitable are to be built over a property connection branch
3. Build over of own property connection branch is not permitted where the branch is servicing more than one property
4. For structures adjacent to the property connection branch the following conditions apply
5. . A minimum of 600 mm horizontal clearance between the proposed works / foundations and the property connection branch
6. Pad footings / foundations are permitted
7. Where pad footings are not structurally acceptable, footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
8. Driven piles are not permitted
9. Maximum width allowed for eaves is 600 mm.
10. For structures traversing over the Property Connection branch, the following additional conditions apply
11. Pier and beam foundations traversing the property connection branch must be a minimum of 600 mm from the property connection branch but no further away than 1.0 m
12. Concrete floor is to be of non structural infill slab only
13. Foundations traversing the property connection branch must maintain a minimum 600 mm vertical clearance
14. Height clearance is required, unless demountable. Height clearance is taken to be height of

the walls

For any utility services that are required (gas, electricity, telecommunications) and property drains for a residential property in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'K' for this structure.
2. The proposed structure can be built over the property connection branch.

For works adjacent to the property connection branch.

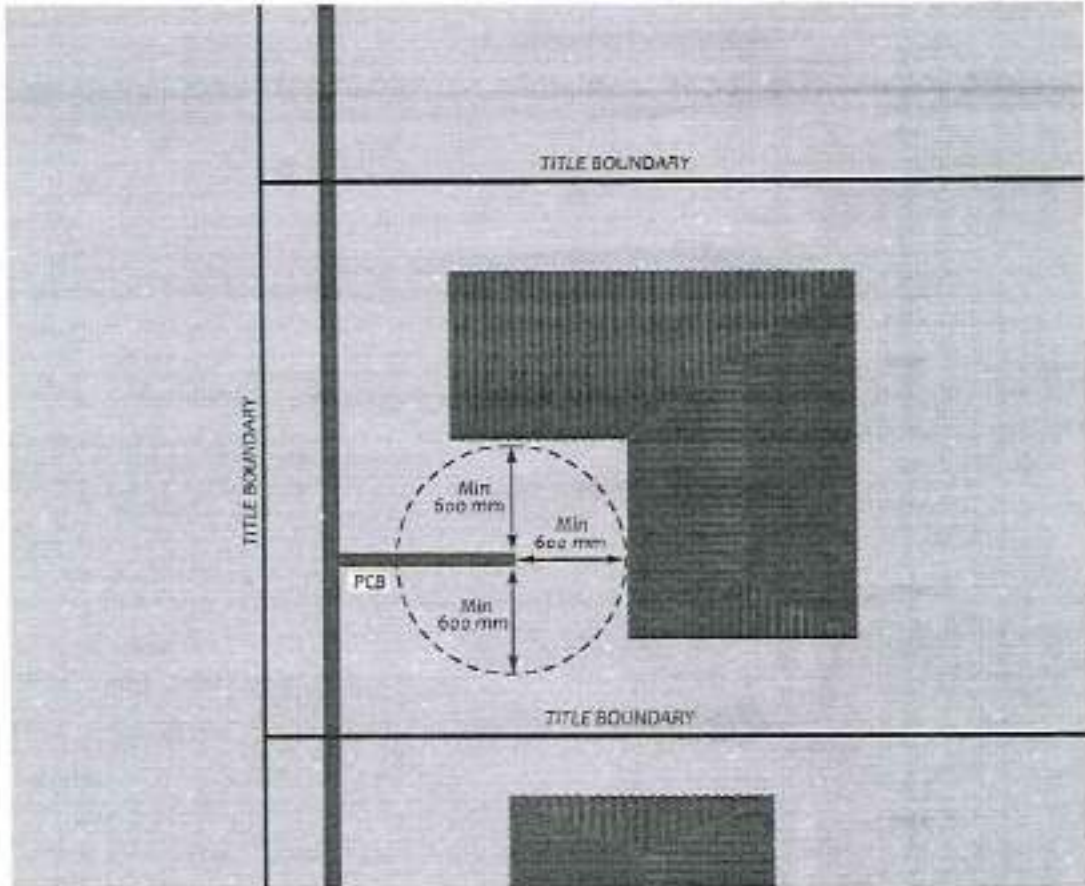
3. Services must maintain a minimum 600 mm horizontal clearance from the edge of the property connection branch.

For works traversing the property connection branch, the following additional conditions apply.

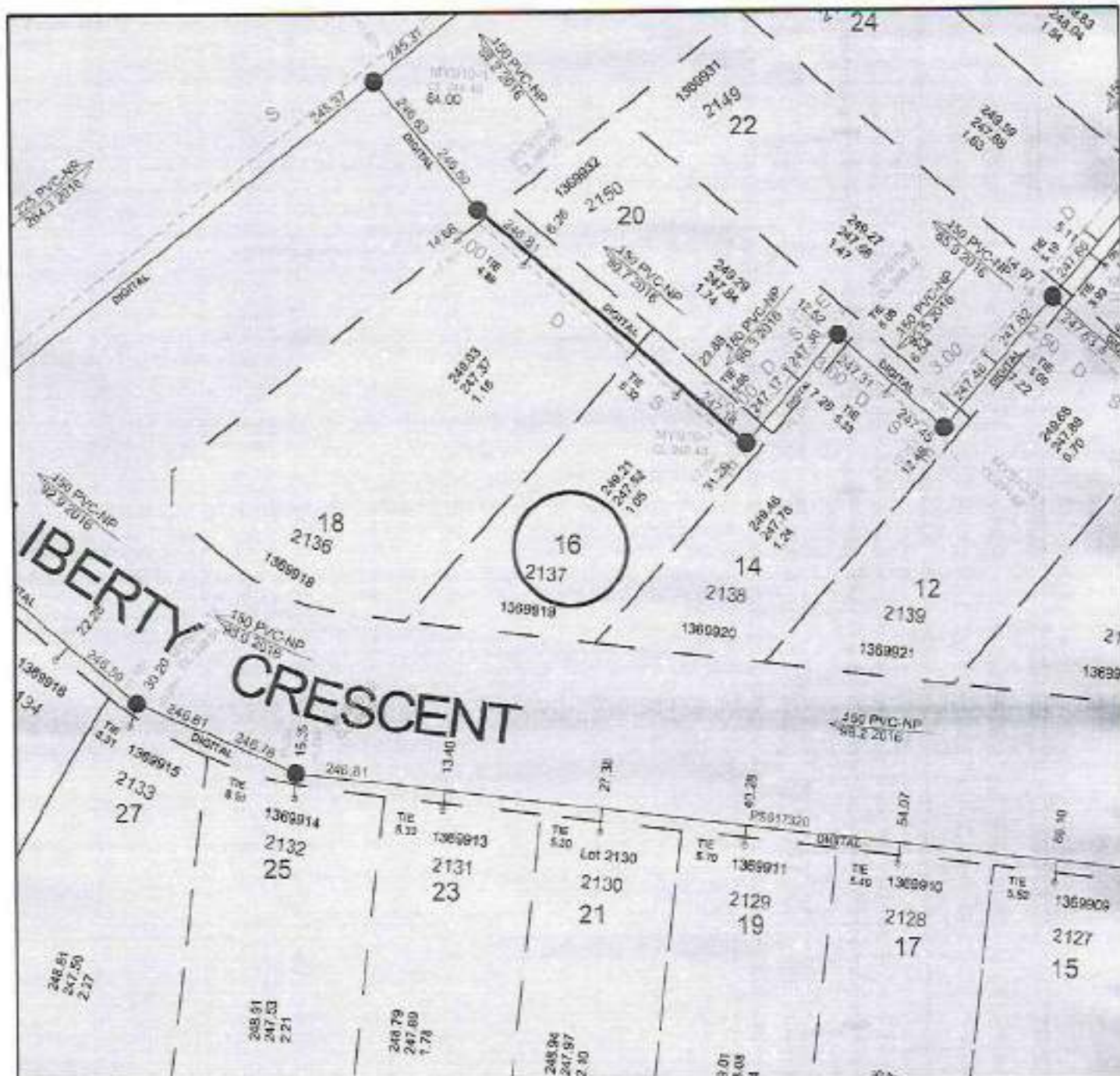
4. Services must maintain a minimum vertical clearance of 150 mm.
5. Services are to traverse the sewer main at a 90 degree angle.
6. No additional load is to be placed on the property connection branch by the services.

RESIDENTIAL PROPERTY CONNECTION BRANCH

RESIDENTIAL PROPERTY CONNECTION BRANCH



PCB - Property Connection Branch



**Yarra Valley Water
Sewerage Depth Offset
Asset Map**

Address 16 LIBERTY CRESCENT BEVERIDGE 3753

Date	17/01/2017
Scale	500



**Yarra
Valley
Water**

ABN 93 066 902 501

Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

- Existing Title
- Proposed Title
- Access Point Number
- Sewer Pipe Flow
- Existing Sewer
- Change of Grade

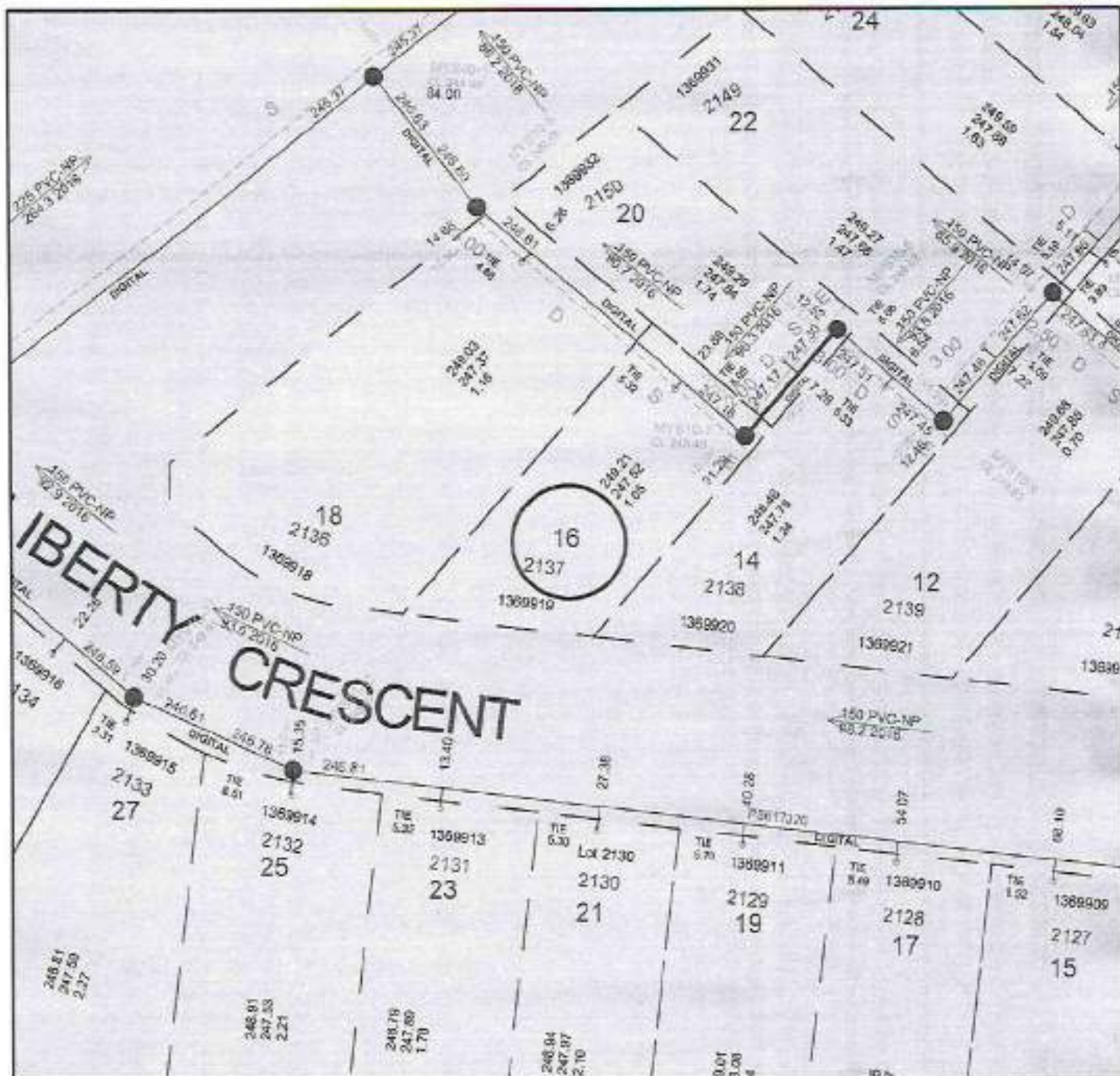
- Circular Access Point
- Offset Distance
- Square Manhole
- End of Pipe
- Maintenance Shaft
- Inspection Shaft
- Pump Station
- Ventilation

- Abbreviation Pipe Material**
- VC VITREOUS CLAY
 - PVC-NP UPVC - Non Pressure
 - PVC-PW UPVC - Profile Wall
 - CONC CONCRETE
 - RC/UCON CC ReUn-reinforced
 - PP_SW POLYPROYLENE
 - HDPE POLYETHYLENE
 - CI CAST IRON

ASSET DETAILS

Pipe Size: 150
Pipe Material: PVC-NP
Average Depth (m): 2.25
Branch Length (m): 1.048

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
 If pipe offset is not shown, it is unknown and will need to be proven on site.
YVW Ref: 5138165



**Yarra Valley Water
Sewerage Depth Offset
Asset Map**

Address 16 LIBERTY CRESCENT BEVERIDGE 3753

Date	17/01/2017
Scale	500



**Yarra
Valley
Water**

ABN 93 066 902 501

Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

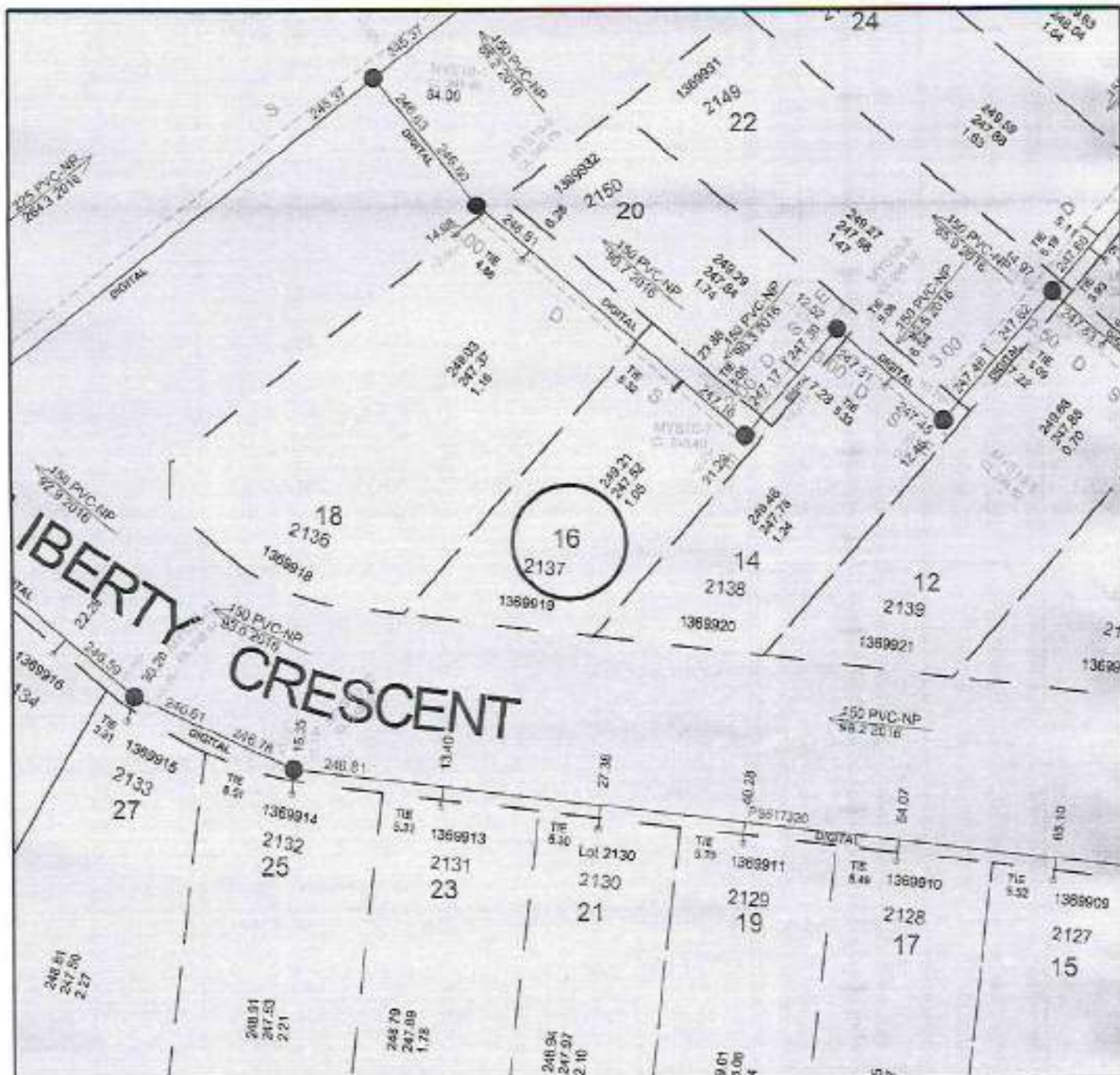
Existing Title		Circular Access Point		Abbreviation Pipe Material	
Proposed Title		Offset Distance		VC	VITREOUS CLAY
Access Point Number	EPS12-34	Square Manhole		PVC-NP	UPVC - Non Pressure
Sewer Pipe Flow		End of Pipe		PVC-PW	UPVC - Profile Wall
Existing Sewer		Maintenance Shaft		CONC	CONCRETE
Change of Grade		Inspection Shaft		RC/UCON	CC Re/Un-reinforced
		Pump Station		PP_SW	POLYPROPYLENE
		Ventilation		HOPE	POLYETHYLENE
				CI	CAST IRON

ASSET DETAILS

Pipe Size: 150
Pipe Material: PVC-NP
Average Depth (m): 2.23
Branch Length (m): 1.048

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
 If pipe offset is not shown, it is unknown and will need to be proven on site.

YVW Ref: 5136165



**Yarra Valley Water
Sewer Branch
Asset Map**

Address 16 LIBERTY CRESCENT BEVERIDGE 3753

Date	17/01/2017
Scale	500



**Yarra
Valley
Water**

ABN 93 066 902 501

Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title	
Proposed Title	
Access Point Number	SP3 12-04
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

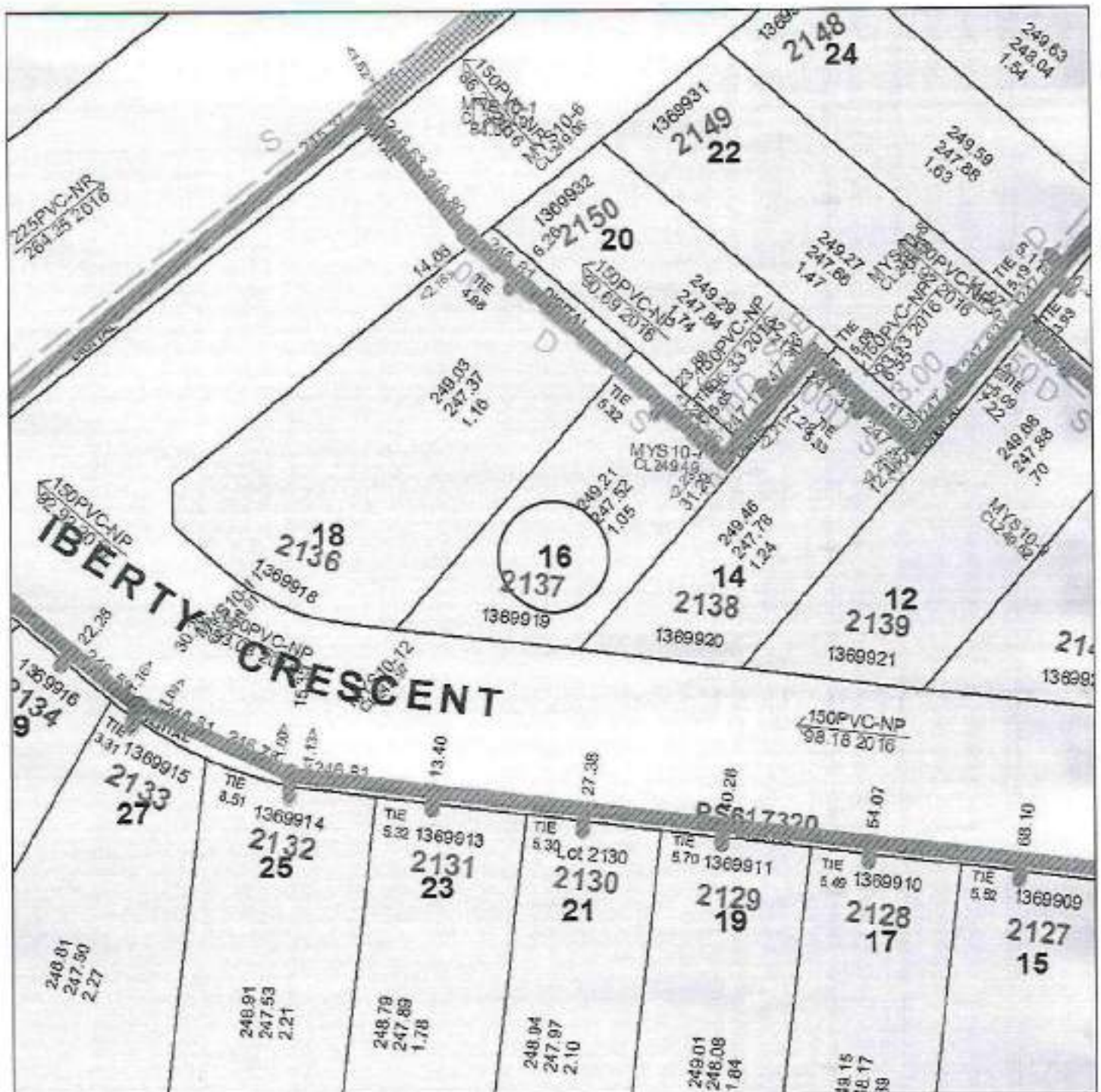
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UNCONCC	Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: PVC-NP
Branch Depth (m): 1.684
Branch Length(m) 1.048

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

YVW Ref: 5136165



Yarra Valley Water

Build Over Plan Reference: Plan B
Residence & Habitable Structures

Address 16 LIBERTY CRESCENT BEVERIDGE 3753

Date 17/01/2017

Scale 1:500



ABN 93 066 902 501

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 235357

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	----	Boundary of easement.
Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▩	Assets and area that cannot be built over.
Green highlighted assets	—	Asset or easement that can be built over subject to conditions specified.



Yarra Valley Water
Build Over Plan Reference: Plan D
General Structures

Address 16 LIBERTY CRESCENT BEVERIDGE 3753

Date	17/01/2017
Scale	1:500



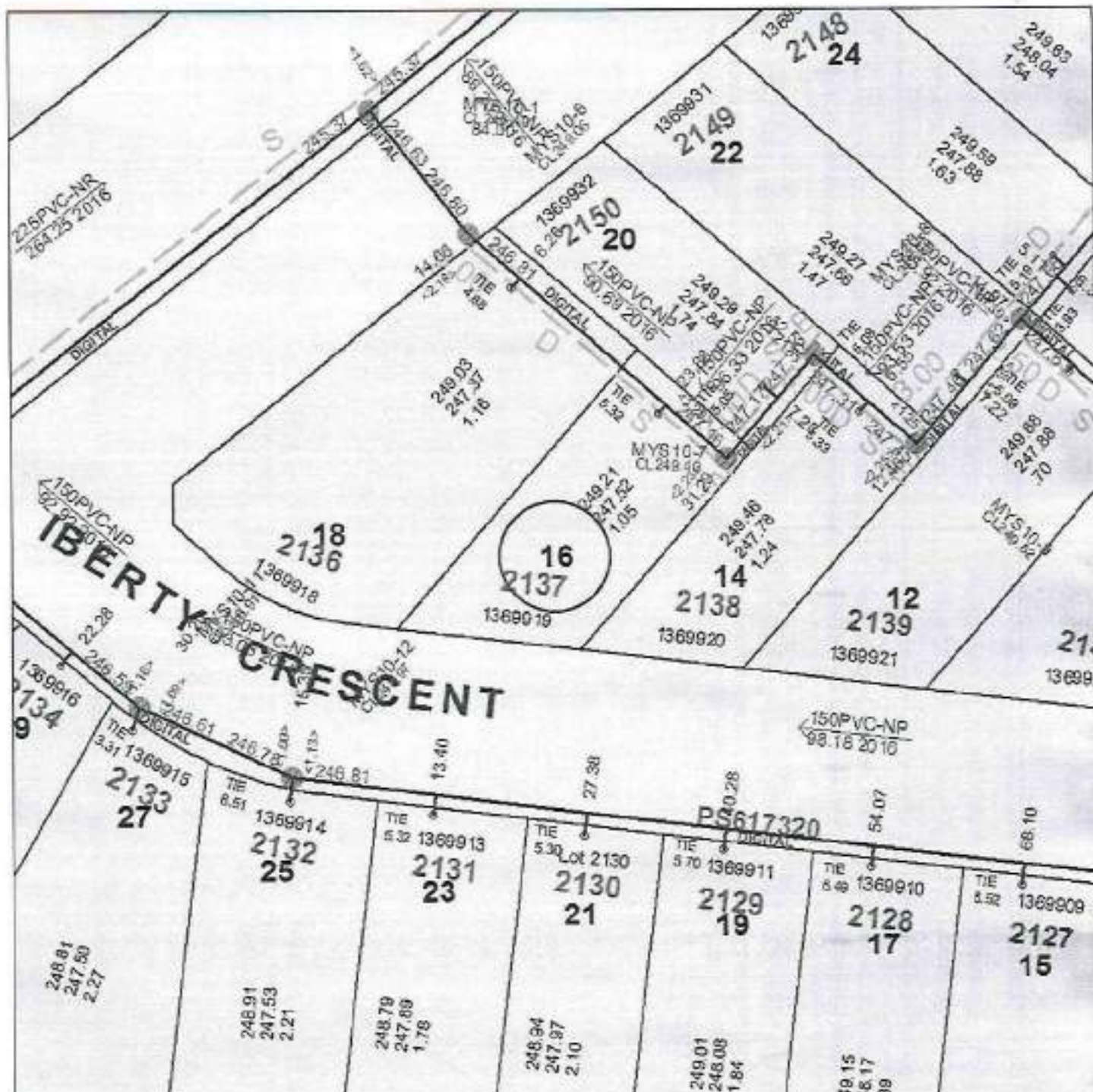
ABN 93 066 902 501

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 235357

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	----	Boundary of easement.
Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▩	Assets and area that cannot be built over.
Green highlighted assets	—	Asset or easement that can be built over subject to conditions specified.



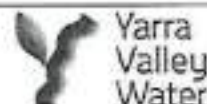
Yarra Valley Water

Build Over Plan Reference: Plan K
Utilities and Property Drains

Address 16 LIBERTY CRESCENT BEVERIDGE 3753

Date 17/01/2017

Scale 1:500



ABN 93 066 902 501

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1988.

Yarra Valley Water Application ID: 235357

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	----	Boundary of easement.
Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▩	Assets and area that cannot be built over.
Green highlighted assets	—	Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrants that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

**SUBJECT: OWNERS CORPORATION CERTIFICATE
- IMPORTANT INFORMATION FOR VENDORS & PURCHASERS**

Dear Sir/Madam,

As per your request, please find attached the following:

- Paid Tax Invoice
- Owners Corporation Certificate
- OC Certificate Attachments including Insurance Certificate

Please note that the Owners Corporation Certificate is only valid on the date of issue.

If, for property settlement purposes, you require an update on the status of the levies, this will be provided free of charge; if requested within three months from the date of issue of the Owners Corporation Certificate and the settlement date occurs within this period.

Note:

- 1) All Owners Corporation levy status requests must be emailed to: occ@theknight.com.au
- 2) Any other updates on the Owners Corporation Certificate will require the provision of a new Owners Corporation Certificate and the relevant fee will apply.

In accordance with Section 134 of the Owners Corporations Act 2006, details of the Purchaser's name and address must be advised to the Owners Corporation within one month of the completion of the contract (settlement date). The receipt of a Notice of Acquisition and/or Notice of Disposition within the prescribed time will fulfil this requirement and may be emailed to: ownerupdates@theknight.com.au

Additionally, in the event the Purchaser resides overseas, as per Section 135 of the Owners Corporations Act 2006, the Owners Corporation must be advised of the Purchaser's mailing address in Australia for service of notices.

To assist us in effectively communicating with the Purchaser, your assistance in providing the Purchaser's contact numbers and email address on the Notice of Disposition/Acquisition would be greatly appreciated.

If you require further information, please do not hesitate to contact the office:

Yours faithfully,
THE KNIGHT

TAX INVOICE

DYMOND COWAN P/L
ABN 20 007 112 816

T/A THE KNIGHT

P: 03 9509 3144
E: theknight@theknight.com.au
P.O. Box 678
MALVERN VIC 3144
www.theknight.com.au

Date: 24/07/2024

Invoice No. 24578

Our ref: 617320S/2129
Your ref:

A & K Senkul
19 Liberty Crescent
BEVERIDGE VIC 3753

Date	Details	No. Items	Amount \$	GST \$	Total \$
24/07/2024	Certificate in 3-5 business days	1	\$236.13	\$23.61	\$259.74
	Invoice Totals		\$236.13	\$23.61	\$259.74

Paid in full to THE KNIGHT

Plan Number: 617320S

Lot Number: 2129

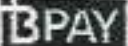
PAYMENT INSTRUCTIONS FOR SETTLEMENT FUNDS





For all settlement payments relating to the transfer of the Lot, please use the payment details below to deposit settlement funds.



Please note the payment reference numbers are Lot specific.

Prior to payment, please ensure you obtain an update to ensure the amounts are correct at settlement.

Payment Options

	BPay
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: http://www.bpay.com.au	
Billers Code: 96503	
Reference Number: 2662 1049 1102 5777 7	

	Macquarie DEFT
To pay by DEFT go https://www.deft.com.au and use the following reference number	
Reference Number: 2662 1049 1102 5777 7	
*Register at deft.com.au or by calling 1800 872 162.	
   	
Pay by credit card or registered bank account at https://www.deft.com.au or phone 1300 30 10 90. Payments by credit card may attract a surcharge.	

	Aust Post Billpay
Please present page intact at any post office. Payments may be made by cash (up to \$9,999.99), Cheque or EFTPOS.	
	
*496 266210491 10257777	

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Vendor: A & K Senkul

This certificate is issued for Lot 2129 on Plan Number 5173205 the postal address of which is:

19 Liberty Crescent BEVERIDGE 3753 VIC

The current fees for Lot 2129 are:

Period Start	Period End	Date Issued	Date Due	Amt. GST \$	Total Amt. \$
Operating Levy					
01/07/2024	30/09/2024	07/06/2024	05/07/2024	36.25	398.75
01/10/2024	31/12/2024	Not Issued	29/09/2024	36.25	398.75
01/01/2025	31/03/2025	Not Issued	29/12/2024	36.25	398.75
01/04/2025	30/06/2025	Not Issued	29/03/2025	36.25	398.75

The current fees have been levied up until the:

30/09/2024

Unpaid fees including interest, special levy & maintenance plan if applicable now total:

\$0.00

The following special fees or levies have been struck and are due and payable on the dates indicated:

Date Levy Struck	Levy	Amount Levied \$	Amount Outstanding \$
nil	nil	nil	nil

The Owners Corporation has performed or is about to perform the following repairs, maintenance or other work which may incur additional charges to those set out above:

Penalty interest applies at this property.
At the time of the AGM or any other formal meetings, the Owners Corporation may approve increases in levies that will be backdated to the commencement of the financial year.

As a new stage comes on board, each lot within the new stage is charged the same amount of \$371.25 per quarter and the budget increases accordingly as to the number of lots that come on board.

Mandalay have advised that they are increasing the Subscription Fee per lot by \$100 from \$1,200 to \$1,300 plus GST per annum, effective 1 July 2024 and the Budget has been amended accordingly and will be ratified at the next AGM scheduled to be held on the 10th September 2024.

Please note this Lot will be subject to debt recovery if the outstanding amount is not paid in full at settlement. An update on OC fees should be obtained from The Knight closer to settlement date. Applicant is entitled to request for an update on OC fees within 3 months of issue date of this certificate. Any Lot in debt recovery will incur legal costs payable by the Lot owner.

NB: A purchaser is advised to take note of the state of repairs & maintenance of the property & common property they are proposing to buy.

The Owners Corporation presently has the following insurance cover:

Name of Company	QBE Insurance (Australia) Limited
Policy Type	Public Liability Policy Only
Policy Number	46A9184458PK
Notes	Refer to policy for full details
Refer to Policy	Refer to attached Policy for details

Statement of financial position:

Net Equity (Funds) approved at last AGM as at 30/06/2023: \$976,533

The Owners Corporation has the following liabilities and contingent liabilities in addition to the liabilities specified above:

other than for a possible deficit levy which may be raised to cover prior period shortfalls.

The Owners Corporation is party to the following contracts, leases, licences or special privileges or agreements affecting the common property:

Contracts:
Owners Corporation Management – The Knight
Non-Compliance Officer – CIC Facility Services
Leases / Licences
Deed of Acknowledgement between the Owners Corporation, the Mitchell Shire Council and Beveridge Land Pty. Ltd
Deed of Assumption between the Owners Corporation, Club Mandalay Limited and Beveridge Land Pty. Ltd

The Owners Corporation has not made any agreement to provide services to members, occupiers or the public except as follows:

Nil to my knowledge

Details of Notices and/or Orders served on the Owners Corporation in the last 12 months as follows:

As at this date there are no notices or orders.

The Owners Corporation is not party to any proceedings or aware of any circumstances which may give rise to proceedings except:

In the event that it may need to recover outstanding levies which may occur from time to time.

No proposal has been made for the appointment of an administrator except as follows:

Nil to my knowledge.

The Owners Corporation has appointed a Manager.

Name of Manager: The Knight

Address of Manager: Level 1, 204 Balaclava Road CAULFIELD NORTH VIC 3161

Postal Address: P.O. Box 678 MALVERN VIC 3144

Additional Information:

This Owners Corporation requires owners to nominate an e-mail address for the receipt of invoices and correspondence. Please provide this to ownerupdates@theknight.com.au

Insurance Excess: Refer to policy for full details. Insurance Excess is payable by the claimant. The insurance policy does not include cover for any of the private buildings in the estate.

Signs are not permitted (including a For Sale/lease sign) unless the written permission from the Owners Corporation has been obtained. Refer attached Lease/Sales/Auctions Board Policy.

***Highlighted Rule of the Owners Corporation:**

Under section 6.1 (c) Restrictions on parking it is not permitted to park or allow to be parked on a Lot or any road or any other land in the vicinity of the 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.

This rule is being enforced.

Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement. Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.



Signature of Registered Manager

Dated: 24th, July 2024

Full name: Dianne Burton On Behalf of Owners Corporation Plan (VIC) (Tier 1) 6173205

c/- The Knight

Address: P.O. Box 678 MALVERN 3144

Ph: 9509 3144

Email: theknight@theknight.com.au

Web: www.theknight.com.au

Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register.

Attachments:

1. Statement of Advice
2. Rules - In compliance with the Act, both Model Rules and Additional Rules are attached. Please note Owners Corporation Act 2006 Part 8 Section 139 (3)
3. AGM Minutes

**STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE
PURCHASERS AND LOT OWNERS**

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. When purchasing a lot that is part of an Owners Corporation, buyers automatically become members of the Owners Corporation. 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.**

Owners Details and Change of Address Form
Section.134 Owners Corporation Act 2006.

Owners Corporation No 6173205
19 Liberty Crescent BEVERIDGE 3753 VIC
Lot Number: 2129

Owner Details

Full Name of owner/s: _____

Address of owners/s: _____

Email Address: _____

Owner Telephone Details:

AH: _____ BH: _____ Mob: _____ Fax: _____

Agent Details:

Agent Name: _____

Agent Address: _____

Agent Email Address: _____

Agent Telephone Details:

AH: _____ BH: _____ Mob: _____ Fax: _____

Address for Accounts, Notices, etc:

At The Knight we are environmentally friendly, and you can help us save the environment by choosing to receive your invoices and correspondence via e-mail (please note, we can only send invoices by post OR e-mail, not both ways)

Accounts to: Owner or Agent (Please circle one)
Notices/Correspondence to: Owner or Agent (Please circle one)

Date: _____ Signature of Owner/s: _____

NB: The Knight newsletter is issued quarterly and will only be distributed by email.

Please return completed form to The Knight
Kindly Enclose NOTICE OF ACQUISITION (NOA) / NOTICE OF DISPOSITION (NOD) as proof of settlement.
Mail: PO Box 678, Malvern Vic 3144
Email: ownerupdates@theknight.com.au

***Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement.
Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.***

Australian Addresses

As of 24th August 2011, overseas owners are now required to provide an Australian address for service of notices. I refer you to Section 135 of the Owners Corporation Act, which states:

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

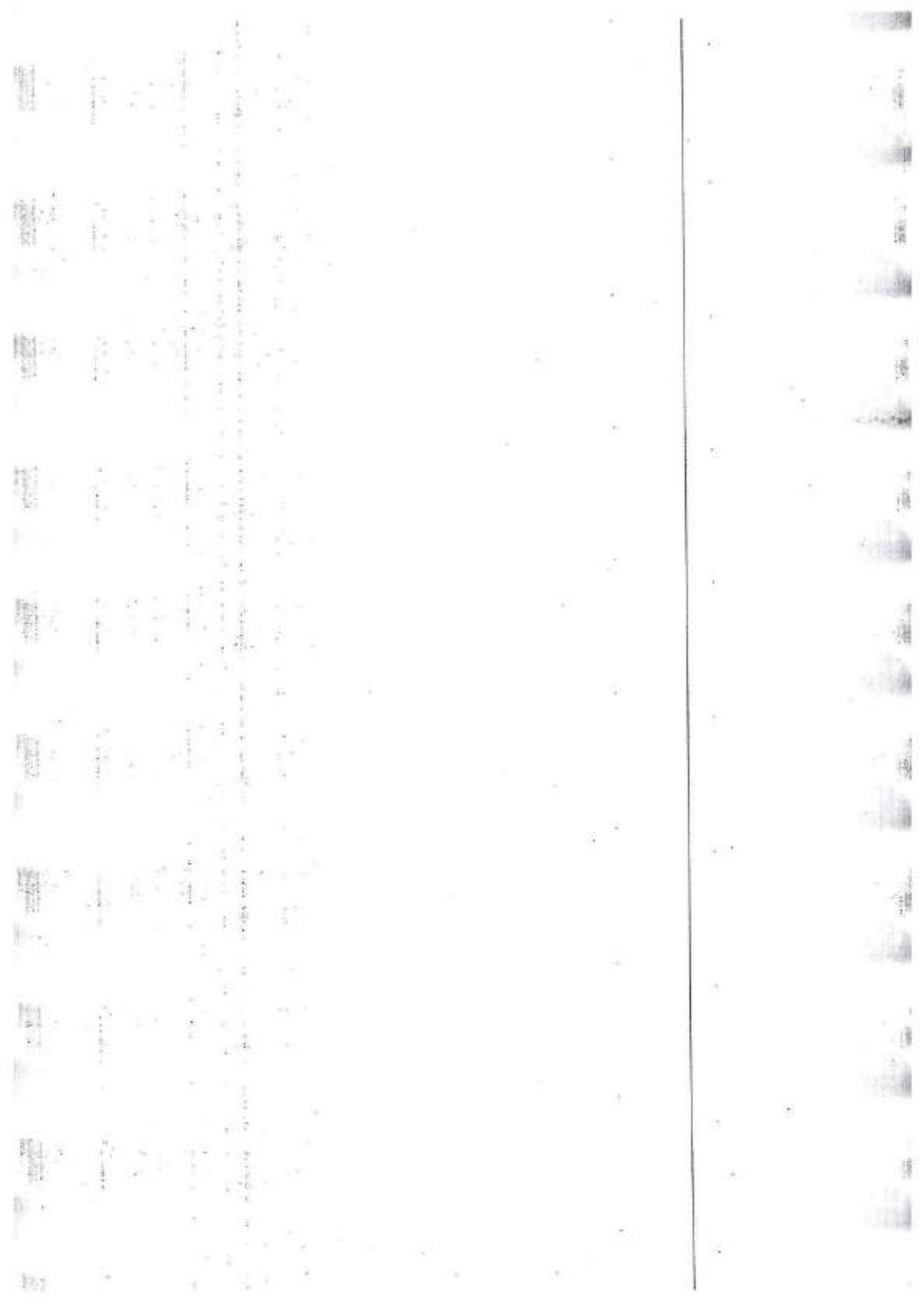
(2) If an address in Australia has not been nominated under subsection (1), service may be effected-

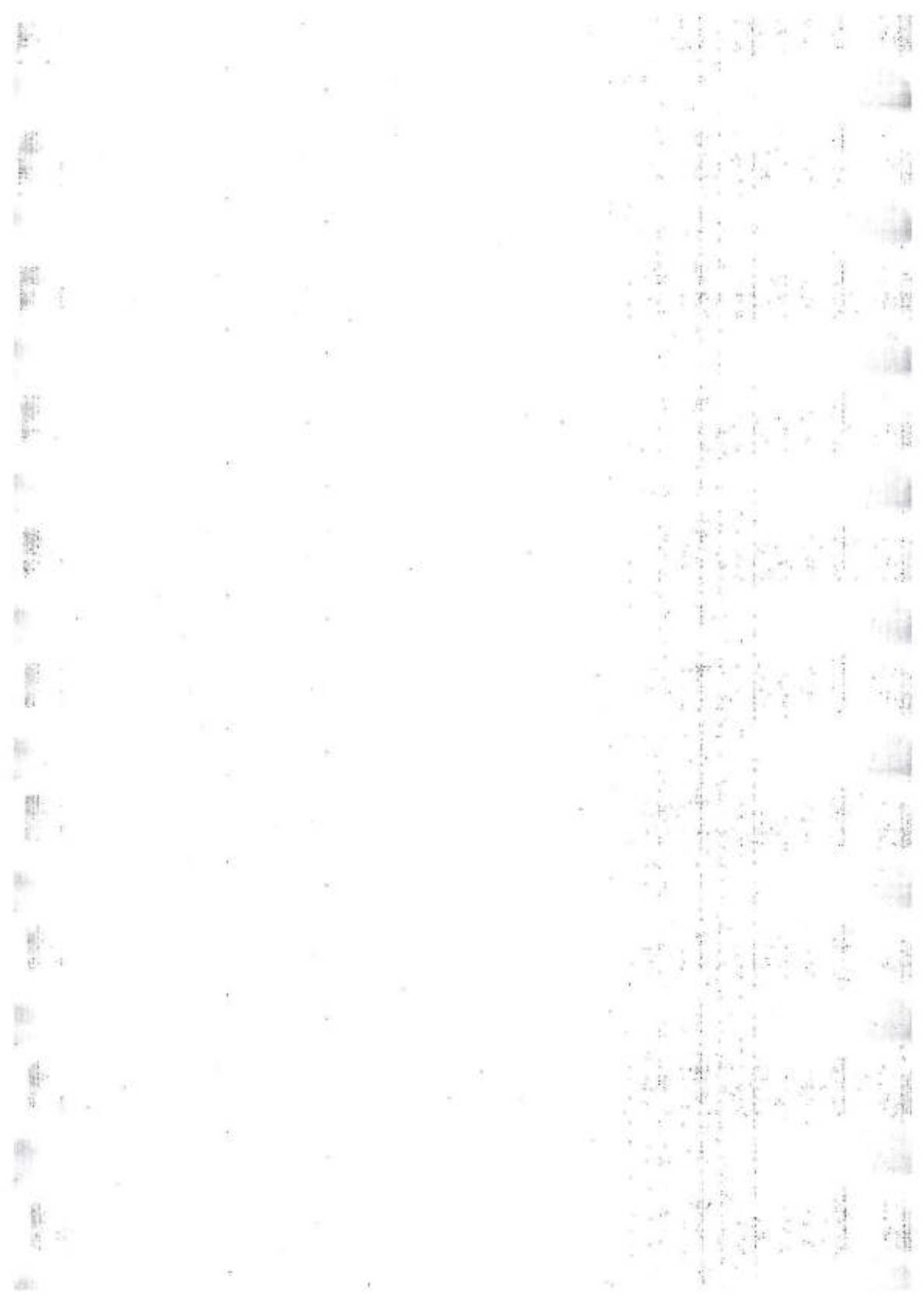
(a) By posting the notice to the last known address of the lot owner in Australia; or

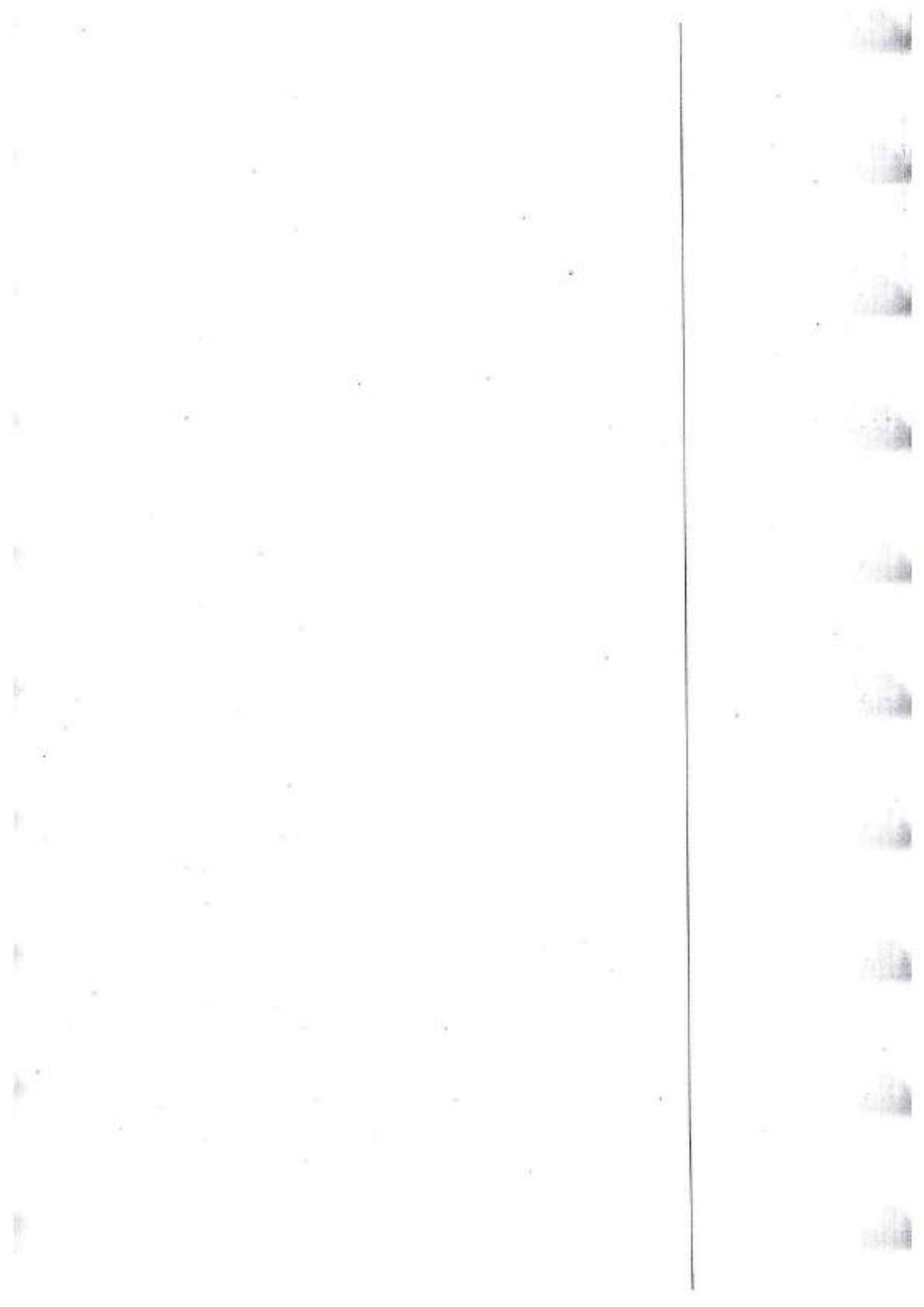
(b) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate"

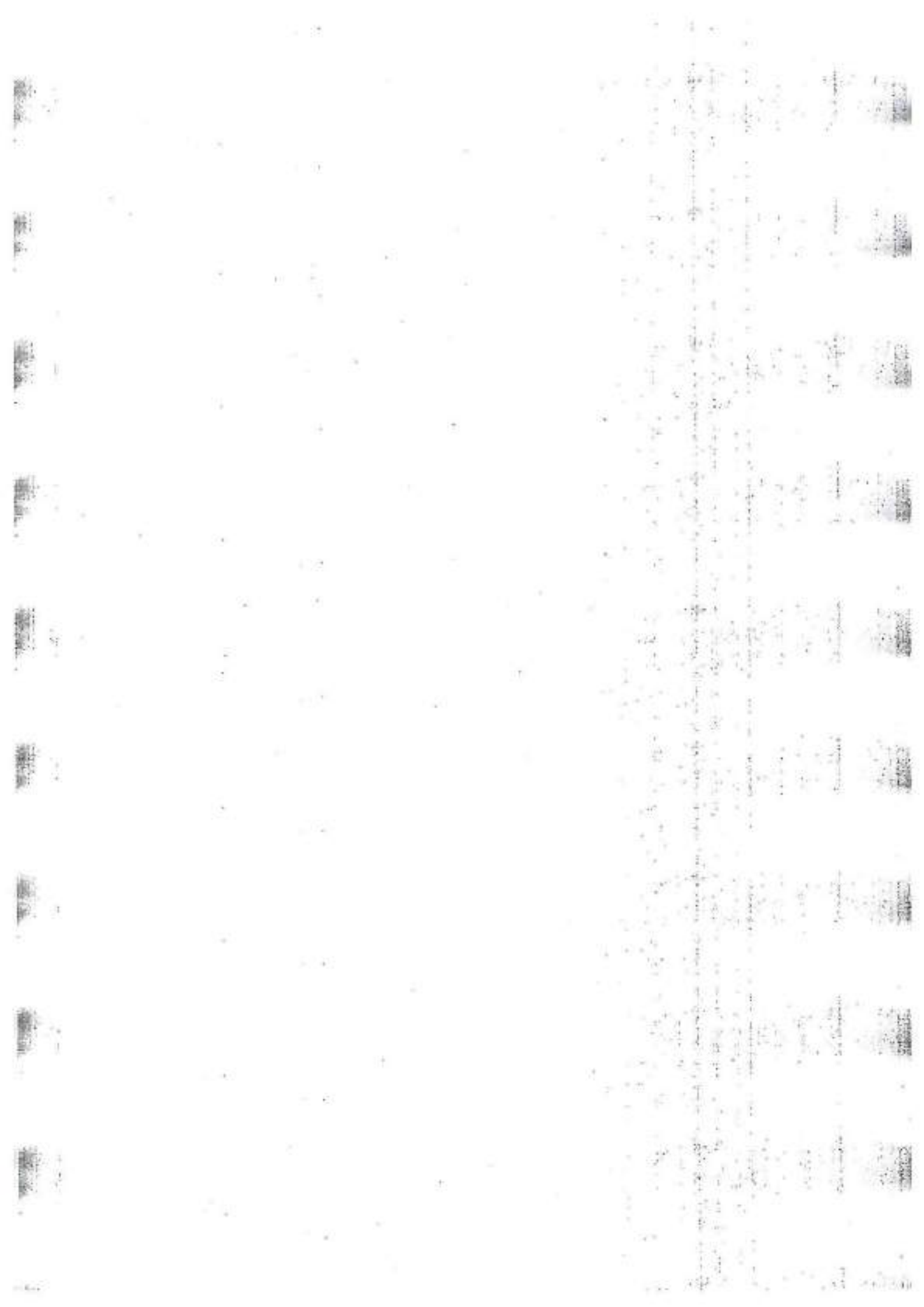
It is our suggestion that you arrange for notices to be received either by your Managing Agent or by a relative in Australia. You should then immediately advise us in writing of the updated address for service of notices. Please email ownerupdates@theknight.com.au. Please note, you may choose to receive all correspondence & levies notices via email.

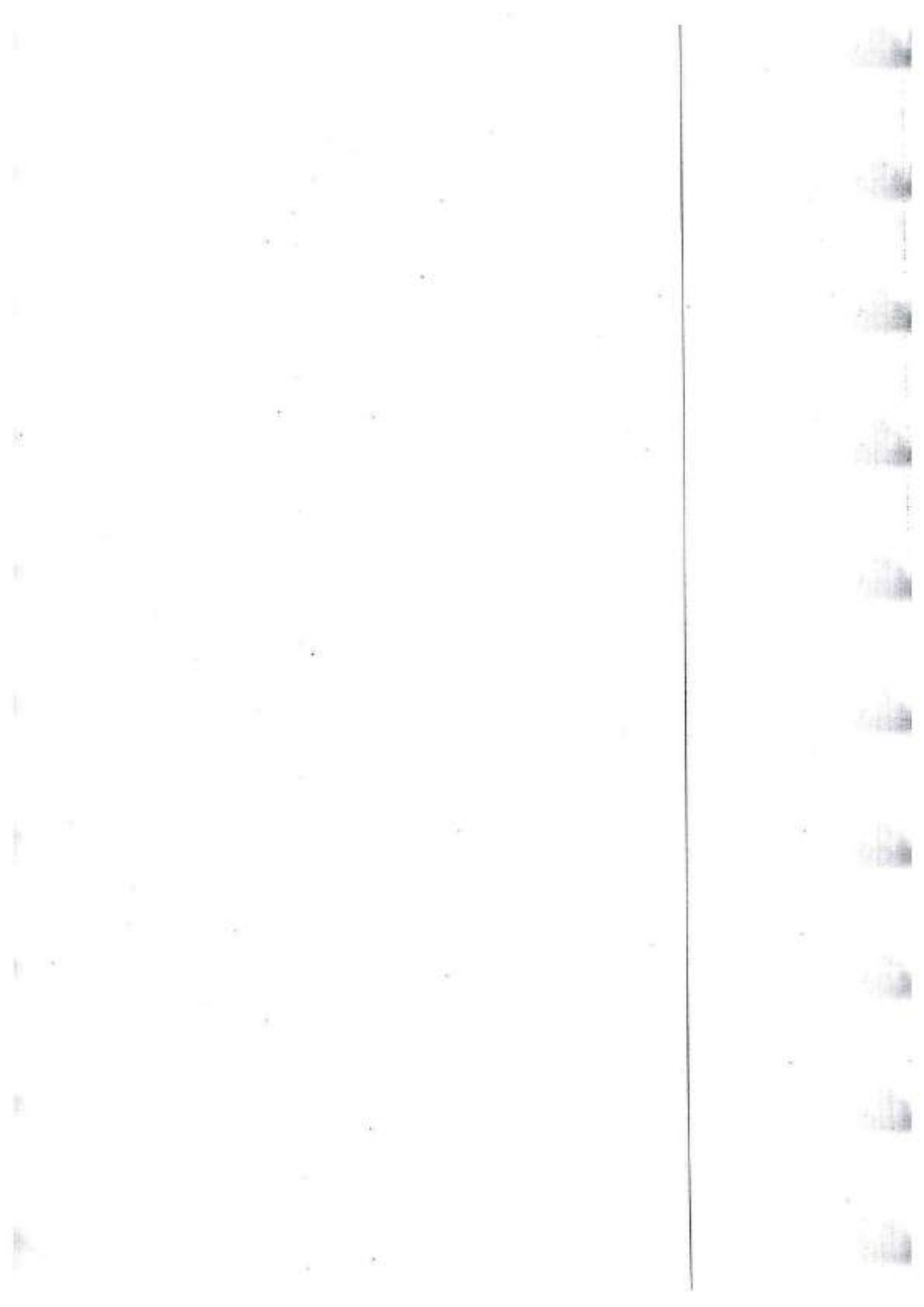
Should we not receive notification from you within 28 days, which is your legal requirement, you will be at risk of having your address amended as per the above, which could lead to penalty interest and debts being incurred and legal action being commenced against you.











**MINUTES OF ANNUAL GENERAL MEETING**

Owners Corporation Plan No. 617320S

Camerons Lane BEVERIDGE VIC 3753

Minutes of the Annual General Meeting held in
The Restaurant at Club Mandalay and via Zoom conference
on Tuesday, 12 September, 2023

1. Commencement of Meeting

The meeting commenced at 7:00 PM. Dianne Burton welcomed everyone in attendance to the meeting.

2. Registration**2.1 Lot Owners Present**

Lot	Name	Lot	Name
23	Mr M & Mrs N Sinnema	57	Ms D J Hocking
134	A J & D L Hudson & B P Hodder & L V M Brookes	245	Mr T D & Ms B F Rutley
249	Mr B K & Mrs A M Dyson	277	Mr P D & Mrs S J Wilkinson
1207	Mr D V & Mrs C N Mateo	1224	Ms C C Paz Rada Jaman
1428	Mr G R & Mrs M K Burton	1433	Mr R J & Mrs L Woon
1904	Mr M & Mrs J Clarke	2032	Mr P & Mrs C Moschetti
2801	Mr H J Halbrooke & Ms E L Martin	3023	Mr K A & Mrs N L Mathers
3129	W G & J M Afflick	3323	Mr G A & Mrs D Smith
3992	Mr K S & Mrs M C S Swash	4218	Ms C Banerjee & Ms S Chakraborty
4223	Ms M Georgys	4226	Mr A O & Mrs A O Lagunju
4337	Ms R R Breccio & Mr M C Breccio	4345	Ms O O Allison & Mr O O Alabi
4349	Mr D I & Mrs D L Pritchard	4511	Mr M H Tawfique & Mrs A Khondkar
4927	Mr B G Onderi & Mrs W W Ngunyi	6006	M Salins
6501	Mr R J Watt	6503	Mr G Sharga & Mrs I Sharma
9704	L G Hyndes		

2.2 Proxy Holders Present*

There were no Proxies received

2.3 Quorum*

A quorum for the meeting was not achieved. As a quorum was not achieved all resolutions made at the meeting are Interim resolutions.

Interim resolutions become resolutions of the Owners Corporation 29 days after the meeting subject to:

- the meeting minutes being forwarded to Lot owners within 14 days of the meeting
- no notice for a special general meeting to be held is given within 29 days of the meeting.

2.4 Apologies Received

Lot	Name	Lot	Name
-----	------	-----	------

74	A E & L G Corteling	1217	Laspatzis Ballan Property Pty Ltd Custodian/Bere trustee, Laspatzis Ballan Super Fund
2002	Mr J R & Mrs M M Hall	2903	J S Gill
4030	M B Kay & J M Kay	4725	Ms M L Frost
8122	Ms K H Deal	9702	Mr R T L & Mrs L J East

2.5 In Attendance

Dianne Burton - The Knight Jessica Hopkins - The Knight

3. Meeting Preliminaries

3.1 Adoption of Meeting Rules*

Resolution: 'It was resolved that the meeting rules listed in the explanatory notes, that were circulated with the meeting documentation, be adopted.'

3.2 Appointment of Meeting Chairperson* (s79 of the Act)

Resolution: 'It was resolved that Dianne Burton be appointed as Chairperson for the meeting.'

3.3 Tabling and Confirmation of the Minutes of the Previous General Meeting* (s71(2)(C) of the Act)

Resolution: 'It was resolved that minutes of the previous General Meeting held on 29/11/2022 be confirmed as a true and accurate record of that meeting.'

4. Reports

4.1 Presentation of the Committee of Management Report (s115 of the Act)

Brocke Ruttle on behalf of the Committee presented a verbal Committee of Management report to the meeting.

4.2 Presentation of the Owners Corporation Manager's Report (s128 of the Act)

The Owners Corporation Manager's report was included in the Agenda and no questions were asked of it at the meeting.

5. Financial Matters

5.1 Financial Statements for the Period* 01/07/2022 - 30/06/2023 (s34 of the Act)

It was noted that the financial statements for the period 01/07/2022 - 30/06/2023 had been approved by the Committee of Management prior to the meeting and therefore the statements were tabled and considered at the meeting.

Resolution: 'It was resolved that the financial statements for the period 01/07/2022 - 30/06/2023 be approved.'

5.2 Independent Auditor Report

It was noted that the financial statements have been audited by an independent auditor.

5.3 Annual Budget and Levies for the Period* 01/07/2023 - 30/06/2024 (s23 of the Act)

Resolution: 'It was resolved that the annual budget and levies for the period 01/07/2023 - 30/06/2024, as circulated with the meeting documentation, be approved.'

5.4 Annual Operating Levy

For the period 01/07/2023 - 30/06/2024 the approved levy is \$2,474,564 (ex. GST).

Compared to the previous financial year the Budget increased by 26.6% because of the increase in the number of lots but the levy per lot has remained the same.

5.5 Lot Owners in Arrears

Resolution: 'It was resolved that the Owners Corporation (OC) initiate debt recovery proceedings against a Lot if fees or charges are owed to the OC 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the OC account of the relevant Lot and further that the OC Manager be authorised to take any action necessary to facilitate the recovery of the debt.'

5.6 Charging of Penalty Interest

NB. Owners Corporation invoices are payable within 28 days from the 'Date of Notice' as displayed on the Fee Notice. Interest will be charged at the applicable interest rate from the 'Date of Notice' if payment of charges on the fee notice are not received by the due date.

Resolution: 'It was resolved that the Owners Corporation charge penalty interest on any amount payable by a Lot owner to the Owners Corporation that is outstanding after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983 or other amount as included in the Owners Corporation Rules.'

5.7 Delegation to Waive Penalty Interest

Resolution: 'It was resolved that the Owners Corporation delegate authority to the Owners Corporation Manager to waive interest accrued to an individual under \$50 upon review of the debtor's circumstances. In cases of repeat arrears, the matter will be referred to the committee before any penalty interest is removed.'

5.8 Recovery of Costs

Resolution: 'It was resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.'

6. Insurance (s59 of the Act)

6.1 Insurance Policy Details*

The details of the insurance policy taken out by the Owners Corporation were circulated with the meeting notice and are available to view on the portal.

7. Committee of Management* (s100 of the Act)

7.1 Number of Committee Members

Resolution: 'It was resolved that the Owners Corporation limit the maximum number of members to be elected onto the Committee of Management to 7.'

7.2 Election of Committee

Resolution: 'It was resolved that the Owners Corporation elect the following named nominees onto the Committee of Management - Brooke Ruttle, Malcolm Kay, Richard Hermon, Louise Brookes, Thomas De Sousa, Rick Watt and Sarah Wilkinson.'

7.3 Committee of Management Meeting

Resolution: The meeting was adjourned briefly for the sole purpose of electing a Chairperson and Secretary for the Owners Corporation.

7.4 Election of Chairperson (s98 of the Act)

Resolution: 'It was resolved that Brooke Ruttle be elected as the Chairperson of the Owners Corporation.'

7.5 Election of Secretary (s99 of the Act)

Resolution: 'It was resolved that The Knight representative be elected as the Secretary of the Owners Corporation.'

8. General Business

8.1 Rules and Mandalay Design Guidelines Enforcement

Discussion was had about the Rules of the Owners Corporation and that TK has recently been advised that some of them are not enforceable. TK is waiting on clarification from the solicitor as to which ones are enforceable. For those that are not enforceable by the OC, it is expected that at least some of them will be enforceable by some other entity. TK advised that they are administrators and while they will assist in the enforcement of rules where possible, each owners also has a responsibility to try and resolve issues and for those issues that are civil, council or Vic Roads issues, that the more people that report them to the relevant authority, the more chance there is that something will be done about the issue.

Resolution: it was resolved for TK to follow up with the solicitor and advise the COM for direction as to what to communicate to owners. It was further resolved that if it is found that none of the rules are enforceable for TK to seek legal opinion as to whether there is any recourse on the Developer for the rules that were written and the expectation of what the estate will look like.

Action By: TK

8.2 Security and Neighbourhood watch

Discussion was had about making the estate safer and of each owners responsibility to report all issues that are on council property to the council or the police if appropriate as the OC has no jurisdiction over council property.

Resolution: It was resolved that consideration be given to setting up the neighbourhood watch again now that more of the estate has been established and setting up sub-committees.

Action By: COM

8.3 Solar Update

Discussion was had about the recently held solar information sessions. Discussion has been had about further sessions for those that were not able to attend the previous sessions, and possible initiatives that might be available.

Resolution: It was resolved for TK to advise if further sessions will be held and any initiatives available to be sent to owners when the details are known.

Action By: COM/TK

8.4 Club Mandalay Issues

Several of the items brought up to be discussed related to concerns about Club Mandalay that are not within the jurisdiction of the OC, including that there are no offers for senior members and that the pool can't be used most of the year because it is not heated.

Resolution: It was resolved that even though these issues are not OC responsibility for TK to pass on these complaints to Club Mandalay.

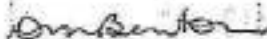
Action By: TK

9. Next Annual General Meeting

Resolution: It was resolved that the next Annual General Meeting will be held on 10/9/24

10. Close of Meeting

The meeting closed at 8.20 PM.



Dianne Burton
Owners Corporation Manager
The Knight
For and on behalf of Plan 617320S
T: (03) 9509 3144
E: Dianne@theknight.com.au



**INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF THE OWNERS CORPORATION PS 617320S -
Mandalay (Camerons Lane BEVERIDGE VIC 3753)**

P 03 8686 9000
E info@scottpartners.com.au

Level 2, Suite 1
2-6 Glenferrie Road
Malvern VIC 3144

ABN 45 135 250 880

scottpartners.com.au

Opinion

I have audited the attached financial information ('financial information') of Owners Corporation PS 617320S - Mandalay, which comprises the Balance Sheet as at 30 June 2022, the Income Statement for the year then ended and Note 1 to the financial information.

In my opinion, the attached financial information presents in all material respects, the financial position of Owners Corporation PS 617320S - Mandalay as at 30 June 2022 and of its financial performance for the year then ended in accordance with the *Owners Corporations Act 2006*, and the measurement and recognition requirements of the Australian Accounting Standards.

Basis for Opinion

I conducted my audit in accordance with Australian Auditing Standards. My responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Information* section of my report. I am independent of the Owners Corporation in accordance with the ethical requirements of the Accounting Professional & Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* (the Code) that are relevant to my audit of the financial information in Australia. I have also fulfilled my other ethical responsibilities in accordance with the Code.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Emphasis of Matter - Basis of Accounting

I draw attention to Note 1 to the financial information, which describes the basis of accounting. The financial information has been prepared for the purpose of fulfilling the Committee's financial reporting responsibilities under the *Owners Corporations Act 2006*. As a result, the financial information may not be suitable for another purpose. My opinion is not modified in respect of this matter.

Responsibility of the Committee of the Owners Corporation for the Financial Information

The Committee of the Owners Corporation ('the Committee') is responsible for the preparation of the financial information that is prepared in accordance with the *Owners Corporations Act 2006* and have determined that the basis of preparation described in Note 1 to the financial information is appropriate to meet the requirements of the *Owners Corporations Act 2006* and is appropriate to meet the needs of the members of the Owners Corporation. The Committee's responsibility also includes such internal control as the Committee determine is necessary to prepare the financial information and is free from material misstatement, whether due to fraud or error.

In preparing the financial information, the Committee are responsible for assessing the Owners Corporation's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the Committee either intend to liquidate the Owners Corporation or to cease operations, or have no realistic alternative but to do so. Those charged with governance are responsible for overseeing the Owners Corporation financial reporting process.

Other Information

Other information comprises the budget numbers included in the Committee's financial information for the year ended 30 June 2022. The Committee is responsible for the other information. My opinion on the financial information does not cover the other information. Accordingly, I do not express any form of assurance conclusion on the other information.

Auditor's Responsibilities for the Audit of the Financial Report

My objectives are to obtain reasonable assurance about whether the financial information as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial information.

As part of an audit in accordance with Australian Auditing Standards, I exercise professional judgement and maintain professional scepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial information, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis of our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Owners Corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Committee.
- Conclude on the appropriateness of the Committee's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Owners Corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial information or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Owners Corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial information, including the disclosures, and whether the financial information represents the underlying transactions and events in a manner that achieves fair presentation.

I communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that I identify during my audit.

Paul Turra

Signature of Approved Auditor
Paul Turra
RCA #433679

3 November 2022

Date
Melbourne

Owners Corporation PS 617320S - Mandalay

**NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2022**

1) Summary of Significant Accounting Policies

The financial statements are special purpose financial statements prepared for the benefit of the members of the Owners Corporation in order to satisfy the financial reporting requirements of the *Owners Corporations Act 2006*. The Owners Corporation Manager has determined that the Owners Corporation is not a reporting entity.

The financial statements have been prepared on an accrual basis and are based on historical costs and do not take into account changing money values or, except where stated specifically, current valuations of non-current assets.

Brief: Metro Community Power Hub

The Metropolitan Melbourne Community Power Hub (MCPH) is an initiative enabling local communities support, develop and deliver renewable energy projects. The MCPH is led by the not-for-profit Yarra Energy Foundation (YEF) and is funded by the Victorian Government through Sustainability Victoria until 30 June 2022. YEF has engaged numerous community groups and organisations from across the metropolitan region as Roundtable Partners (RTPs), who work with YEF in delivering the MCPH's projects, and welcomes other community groups interested in participating in any capacity.

Aim and activities

The MCPH's overarching aim is to accelerate Victoria's transition towards a clean energy future by supporting community participation in the energy transition, and is guided by values of respect, collaboration, knowledge sharing and innovation.

To support this aim, the MCPH has initiated several **Foundation Programs** which focus on:

- Enabling households to install solar and transition to all-electric homes
- Assisting low-income and CALD communities to lower their energy expenses via workshops and direct one-on-one assistance
- Leading capacity building activities such as upskilling workshops to foster energy literacy throughout the community.

The MCPH also supports ambitious **Flagship Projects**, which aim to deliver renewable energy, reduced emissions and cost savings through projects tailored to suit the interests and needs of specific communities. This could include:

- Installing rooftop solar on sporting clubs, schools, and places of worship
- Converting a retail strip to a renewable Power Purchase Agreement
- Conducting a scoping study for a community battery.

How your community or organisation can be involved

The MCPH is enthusiastic about supporting community organisations of all kinds, as well as their members and audiences, to respond to climate change and take the opportunities presented by the energy transition. As centres of social activity with strong platforms for communication, community groups are also well placed to both support and benefit from both Foundation Programs and Flagship Projects. There is no cost for groups to be involved in the MCPH, and groups can participate in several ways:

- Promoting the Foundation Programs among your community, either through social media, at events, or in newsletters.
- Hosting an MCPH event which shows your community what they can do to save money and reduce emissions as both homeowners or renters.
- Pursuing a Flagship Project – a new energy project led by your community, for your community.

The MCPH is keen to partner with additional community groups, councils, and other organisations working towards a clean energy future. For more information or to get involved, contact Pete Mercourliou, MCPH Project Manager: peter.m@yef.org.au

AH448929E

24/08/2011 152.50 OCAR

Print
The
code
mark



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: 9502 4055

Address: 317 LaTrobe Street Melbourne 3000

Reference: JT/WL 09/0908

Customer Code: 1662T

Owners Corporation No. 1 Plan No. 6173205

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: 6173205

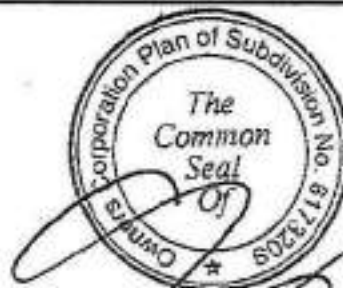
was affixed in accordance with Section 21 of the
Owners Corporation Act 2006 in the presence of:

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

24/08/2010 \$52.60 OCAR



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 "S" 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;

AH448929E

24/03/2013 \$32.60 OCAR



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.



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;

AH448929E

24/08/2010 \$52.60 DCAR



(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**

AH448929E

24/08/2010 \$52.60 OCAR



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**

AH448929E

24/08/2010 \$52.60 OCAR



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;

AH448929E

24/06/2010 \$52.60 CCAR



(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.

AH448929E

24/06/2010 \$52.60 OCAR



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;

AH448929E

24/08/2010 \$52.60 OCAR



(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.

AH448929E

24/08/2010 \$52.60 OCAR



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.

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:

AH448929E

24/06/2010 5:52:60 OCAR



- (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.

AH448929E

24/08/2010 \$52.60 DCAR



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.

- (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.

AH448929E

24/08/2010 \$52.60 OCAR



**OWNERS CORPORATION
INFORMATION**
UNLIMITED OWNERS CORPORATION

OC005450Q
16/03/2009 \$0 OCA
The
m is
hority

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 Number 1 Plan Number PS617320S

ADDITIONAL INFORMATION ACCOMPANYING A PLAN

1. **POSTAL ADDRESS FOR SERVICE OF NOTICES**
[Regulation 16(a) Subdivision (Procedures) Regulations 2000]

501 Blackburn Road, Mount Waverley 3149
2. **THE PURPOSES OF THE OWNERS CORPORATION ARE:**
[Section 27B(2) Subdivision Act 1988]

The purpose of the Owners Corporation is to manage the land affected by the owners corporation (except the use of any common property affected by a limited owner corporation)
3. **THE BASIS FOR THE ALLOCATION OF LOT ENTITLEMENT AND LOT LIABILITY IS:**
[Section 27F(2)(a) Subdivision Act 1988]
 - (i) *In determining the lot entitlement, regard has been had to the value of each lot and the proportion that value bears to the total value of the lots affected by the owners corporation.*
 - (ii) *In determining the Lot Liability, regard has been had to the amount that is just and equitable for the owner of each lot to contribute towards the administrative and general expenses of the owners corporation.*

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.*
*(*If the agent is not a legal practitioner, written proof of agency must be supplied)*

[Signature]

Date 17 August 2009

FRANK RAYMOND TISHER
of 317 LaTrobe Street Melbourne 3000
and person who is an Australian
practitioner within the meaning of
Legal Profession Act 2004

For current information regarding an owners corporation, please obtain an Owners Corporation Search Report

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street Melbourne 3000, Phone (03) 8636 - 2010

Mandalay

BEVERIDGE

Design & Siting Guidelines
August 2013

Contents

1.0 Introduction

- 1.1 The Mandalay Vision
- 1.2 Purpose of the Guidelines
- 1.3 Submission Requirements and Development Approval Process

2.0 Siting and Orientation

- 2.1 All Lots
- 2.2 Corner Lots – Specific
- 2.3 Front Setbacks
- 2.4 Side Setbacks
- 2.5 Dwelling Setbacks to Golf Course Boundaries

3.0 Dwelling Design

- 3.1 Architectural Character Mandatory Standards
- 3.2 Building Materials and Colour Palette
- 3.3 Identical Façade Assessment
- 3.4 Environmentally Sustainable Design
- 3.5 Garages and Carports
- 3.6 Driveways and Paving
- 3.7 Letterboxes

4.0 Fencing

- 4.1 Front Fencing
- 4.2 Typical Side and Rear Fencing
- 4.3 Corner Lot Fencing
- 4.4 Fencing Template
- 4.5 Golf Lot Fencing

5.0 Plumbing and Ancillary Equipment

- 5.1 Plumbing
- 5.2 Rainwater Tanks
- 5.3 Air Conditioning Units
- 5.4 TV Antennae and Satellite Dishes
- 5.5 Solar Water Heating
- 5.6 Water Efficiency
- 5.7 Smart Wiring

6.0 General Dwelling Information

- 6.1 Screening
- 6.2 Clothes Lines & Drying Areas
- 6.3 Parking of Heavy Vehicles & Caravans etc
- 6.4 Property Settlement and Timing of Works
- 6.5 Aluminum Roller Shutters to Windows
- 6.6 Window Furnishings
- 6.7 Maintenance of Lots
- 6.8 Signage

7.0 Landscaping

1.0 INTRODUCTION

1.1 The Mandalay Vision

Mandalay will represent the future of community living in the northern suburbs. Residents will benefit from a well-planned community that will provide a number of lifestyle opportunities centered around a Peter Thomson Signature golf course and a community hub that will boast a clubhouse, restaurant, gym, lap style swimming pool, tennis courts, and other facilities.

The Mandalay master plan has been designed with the environment and its residents in mind. The master plan ensures the best possible access to the surrounding amenities with a network of walking and cycling tracks interlinked with the surrounding parks and community facilities. Mandalay is a lifestyle choice where quality landscape and attention to detail will create a distinctive and quality address for all its residents.

1.2 Purpose of the Guidelines

The key purpose of these design guidelines is to achieve a consistently high quality of homes and landscaping that realises the Mandalay Vision.

The guidelines are intended to assist you in considering the design of your home and private garden and how this can contribute to and enhance the overall character of the development. The guidelines will help you through the initial consideration, design process and building of your new home. The guidelines will not only enhance your building experience but will underpin the overall amenity of Mandalay and contribute to creating a vibrant community that you will proudly call home.

These design guidelines may be amended from time to time at the developer's discretion to reflect changes in design and building trends and amendments to legislation affecting building approvals.

1.3 Submission Requirements and Development Approval Process

The siting and design of your home is required to be approved by the Mandalay Design Reviewer, (M.D.R.) before obtaining building permits. It is mandatory that all plans and other relevant drawings are submitted to the M.D.R. for approval.

To obtain the Developers approval, you must forward the **Mandalay Application for Design Approval Form** (found at the rear of this document) with two (2) legible A3 copies of the documentation listed on the form for approval to:

Mandalay Design Reviewer

C/- Beveridge Property Developers
501 Blackburn Road
Mt. Waverley, Vic 3149

The Submission must include the following in (2 copies) A3 format:

- A min. 1:200 siting plan including: date and reference number of drawing, north point, lot area calculation, dwelling area calculation, home positioned on the lot with dimensions and setbacks from all boundaries, proposed fencing, crossover and driveway location; clothes line, letter box, water tank, outbuildings and pool position if applicable. Provide the building envelope if applicable to the lot.
- Floor plans at minimum of 1:100 with north point, indicating all rooms, windows, external doors, external fixtures and nominated floor levels; including air conditioning and solar units positions.
- Full elevations indicating wall heights and all external finishes including garage door type; extent of eaves and position of air conditioning and solar units.

- Relevant cross sections showing roof pitches, eaves depth and height of walls along the boundaries; cut and fill including retaining walls where applicable.
- Fence design as per the Mandalay fence template (included) with the client's signature as endorsement or, a plan with all dimensions and materials should be included.
- Schedule of colours and materials to be used externally – provide colour chips or a colour photocopy for reviewing by the M.D.R.

A detailed checklist of submission requirements is provided as part of the Design Approval Application Form included in this document.

The M.D.R. will assess all designs and either provide a notice of approval or specify how the submission conflicts with the guidelines. Designs that substantially comply with the guidelines may be given a notice of approval with conditions requiring the rectification of minor deviations. Furthermore the M.D.R. may make suggestions intended to improve the design.

The M.D.R. will use its best endeavors to assess proposals in the shortest possible time and generally within 10-14 business days of receipt of a fully completed and compliant application. You must then obtain the approval of the building plans from the local Council or relevant Building Surveyor and/or any other relevant authorities required by the authority approval process. It is the responsibility of the owner that the proposed building works comply with local, state, and Rescode requirements. Neither the Mandalay Design Reviewer nor the developer accepts any responsibility for works that don't comply as noted above.

Please Note:

The final decision of all aspects of the Design Guidelines is at the discretion of the M.D.R. and no additional correspondence will be entered into once a decision has been made. The M.D.R. is not liable for any refunds, credit or compensation for its decisions in granting or refusing a submission approval or any discrepancies that may arise from this work.

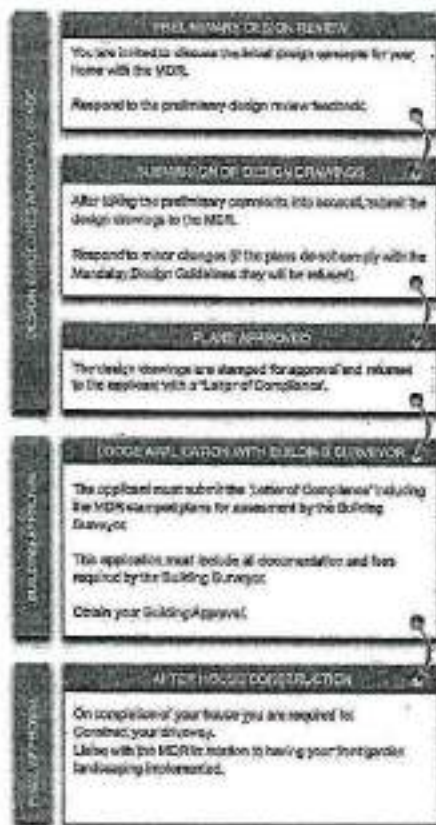


Figure 1.1 Design and Approval Process Flow Chart.

2.0 SITING & ORIENTATION

Where possible each dwelling should be designed to maximise the advantages and natural characteristics of the site. Solar angles, views, prevailing breezes, relationship to the street, open space, landscaping and adjoining dwelling type and locations should all be considered to create a responsive design solution in keeping with the intent of the Mandalay vision.

2.1 All Lots

Building envelopes have been prepared for all lots in the development (refer to the Plan of Subdivision and Notice of Restriction). These building envelopes indicate the area on each lot where a building can be sited.

- A front (primary) boundary is deemed to be that part of the lot with the street frontage being the smallest dimension, unless the Building Envelope Plan indicates otherwise.
- Only one dwelling may be built on any one lot.
- Lots may not be further subdivided unless:
 - (a) they are designated for medium density housing or for further subdivision; or
 - (b) they have an area greater than 500m² and the subdivision would not enable a lot of less than 500m².
- All building works must be contained within the building envelope and subject to approved variations; they must also comply with current Planning Controls / ResCode.
- Every dwelling must be set back from the front boundary according to lot size and type.
- Garages located on the primary street frontage must also be located a minimum of 0.5 metres behind the main façade of the dwelling unless otherwise noted or approved to vary this guideline by the M.D.R.
- Decking and pergolas are permissible encroachments and as such may encroach up to 2 metres into selected setbacks pending approval from the Building Surveyor, local Authority / ResCode and Guidelines conditions.
- Verandahs, porticos and entries are also permitted encroachments within the front setback. The maximum encroachment is 0.5 metres which is also dependant on approval from the Building Surveyor, local Authority/ResCode and Guidelines conditions.

2.2 Corner Lots - Specific

Corner lots have significant impact on neighborhood character, and therefore, considerable attention is required to ensure that a desirable outcome is achieved for both the home owner and the Mandalay Estate as a whole.

It is important that corner lots address their prominent position in the streetscape while contributing to the creation of an attractive, safe living environment. They form a gateway to adjoining streets, therefore it is essential that the dwelling addresses both street frontages with articulation of the built form including varying materials, window and door openings.

It is important that corner lot homes are articulated to provide an appropriate corner feature to your home that will 'turn the corner' for both single and two storey dwellings. One or more of the following building elements is to be incorporated into the design as a corner feature:

- Windows
- Feature gable, window, etc.
- A return verandah or balcony
- An articulated step back or setback.
- A change of wall finish (material) that assists in softening the mass of the building

- Blank walls of more than 6 metres to the secondary facade (side street) will not be permitted.
- Corner allotments with proposed crossovers intended to be located to the side street frontage may be considered by the M.D.R. on an individual basis.
- A return verandah or balcony

Alternative submissions will be considered on an individual basis by the M.D.R.



Figure 2.2 Examples of encouraged treatments on corner allotments

2.3 Front Setbacks

LOT SIZE M ²	MINIMUM habitable FLOOR AREA M ² (excludes garages, carports, porches, patios, verandahs, alfresco areas)	FRONT SET BACK
<300m	120m ² (12.90sq)	A minimum of 3.0m and a maximum of 3.5m from the front boundary.
300m ² - 450m ²	120m ² (12.90sq)	A minimum of 4.0m and a maximum of 4.5m from the front boundary, except where the front boundary abuts the golf course, in which case a minimum of 3.0m and a maximum of 3.5m from the front boundary.
451m ² - 600m ²	130m ² (14.14sq)	A minimum of 4.5m and a maximum of 5.0m from the front boundary, except where the front boundary abuts the golf course, in which case a minimum of 3.0m and a maximum of 3.5m from the front boundary.
Greater than 600m ²	180m ² (19.37sq)	A minimum of 5.0m and a maximum of 5.5m from the front boundary, except where the front boundary abuts the golf course, in which case a minimum of 3.0 and a maximum of 3.5m from the front boundary.

2.4 Side Setbacks

Side setbacks need to allow for adequate landscaping and clear pedestrian access around the dwelling. This will ensure that if retaining walls are necessary there will be a sufficient transition between dwellings and their boundaries. Generally single storey dwellings must have a minimum side setback of 1 metre at ground floor level, however zero lot line construction may be considered if it accords with all relevant authority standards including building envelope plans and profiles. This also applies to boundary setbacks on double storey developments.

On corner lots, buildings must be set back a minimum of 2.0 metres from the secondary street frontage (the smaller lot dimension generally defines the primary frontage). Refer Figure 2.3 for details.

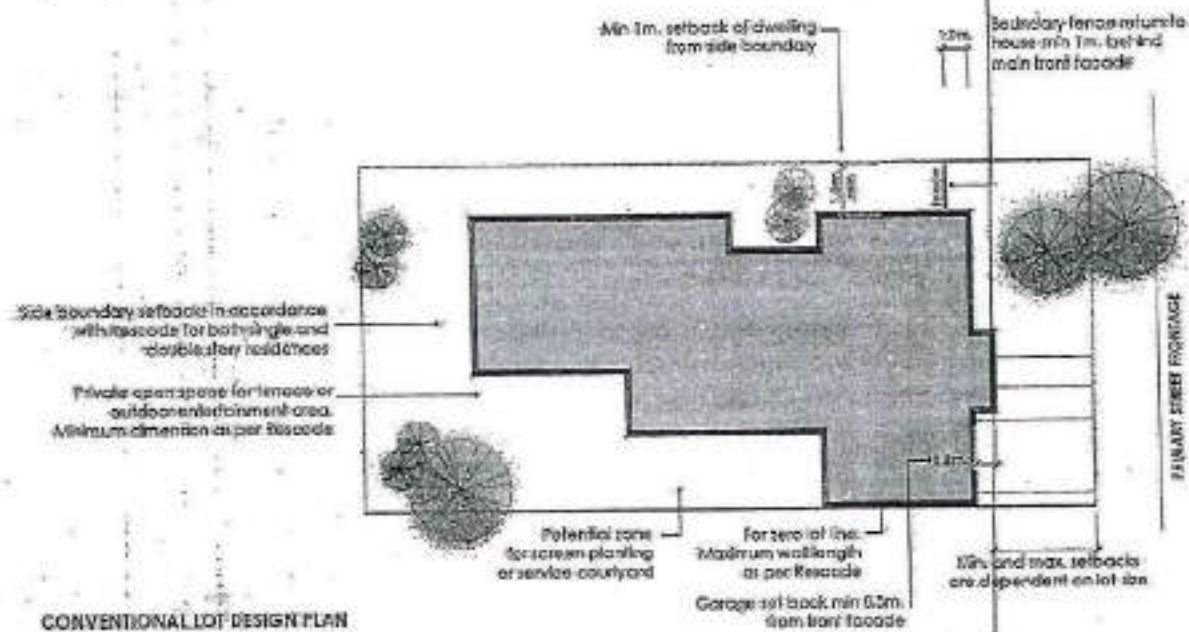


Figure 2.3

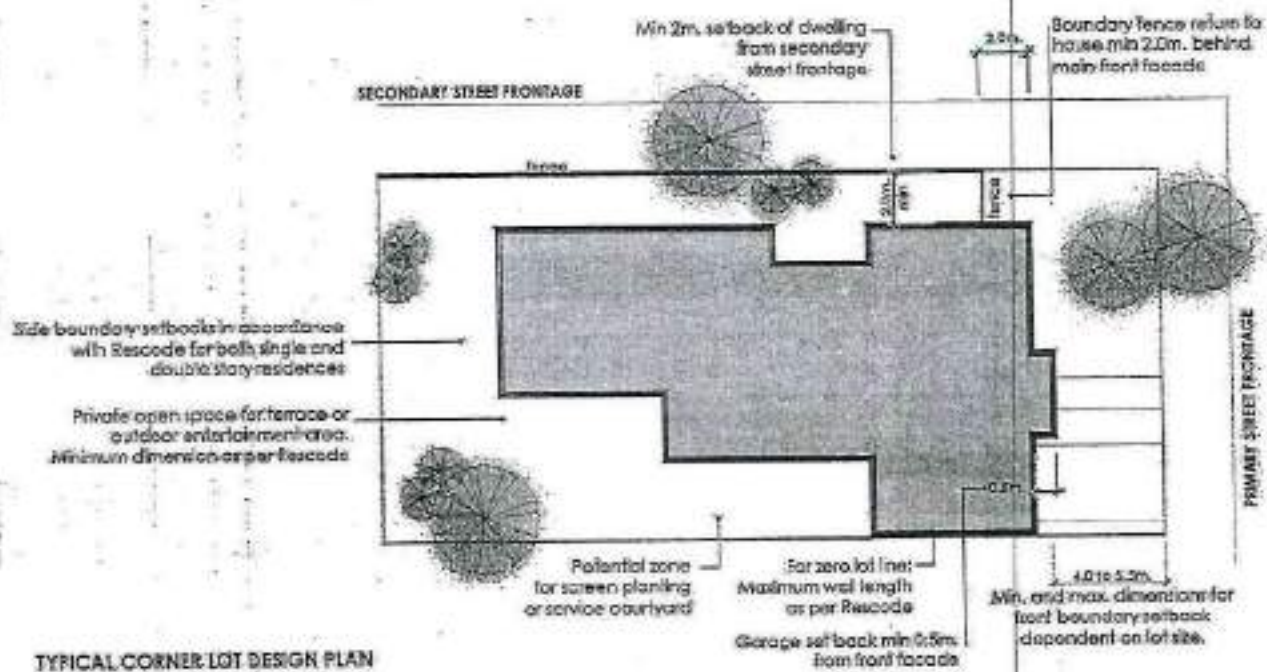


Figure 2.4

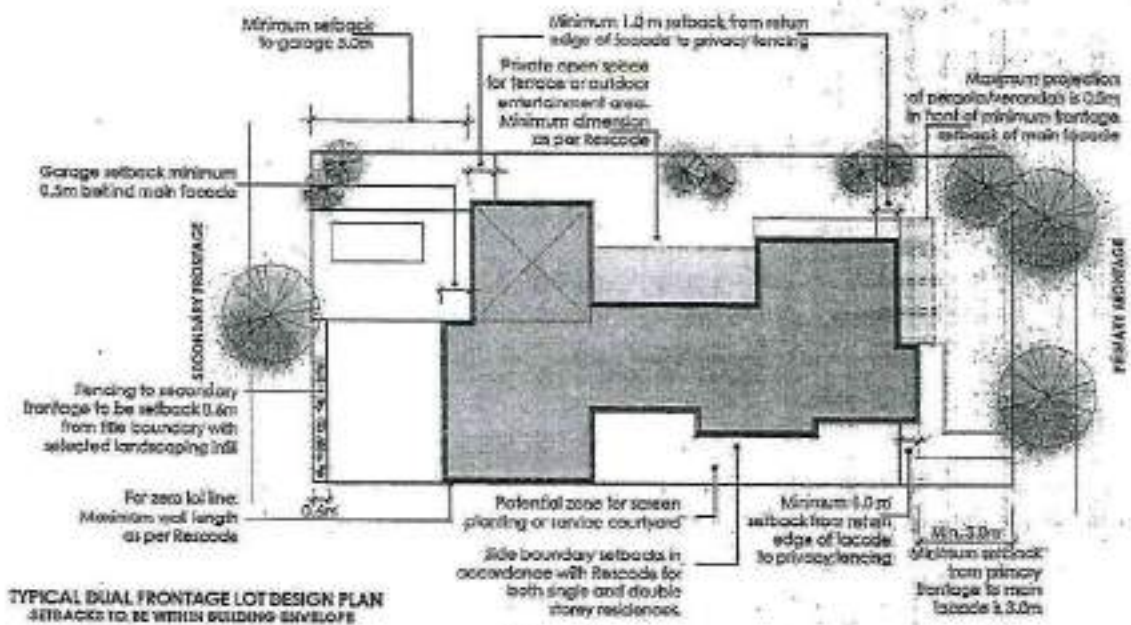


Figure 2.5

2.5 Dwelling Setbacks to Golf Course Boundaries

Dwellings that have a boundary abutting the golf course boundary are required to have a minimum setback of 3.0 metres from that boundary to promote usable external open space whilst minimizing amenity impact on adjoining properties including over shadowing and overlooking.

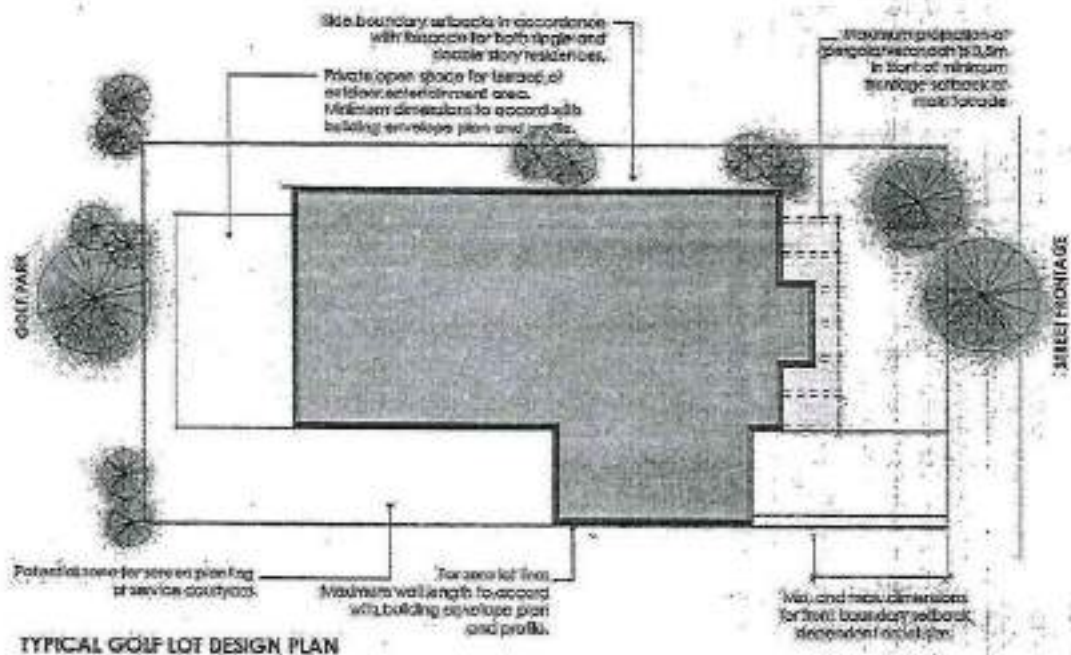


Figure 2.5a

3.0 DWELLING DESIGN



Figure 3.1 Examples of preferred dwelling types

3.1 Architectural Character Mandatory Standards

- No dwelling may exceed two storeys in height. With a maximum height not exceeding ResCode.
- Ceiling heights for all dwellings must not be less than 2.4 metres above floor level.
- All dwellings must have a verandah, portico, porch or other similar entrance feature surrounding the front entrance.
- Entry porches, verandahs and pergolas must be sympathetic to the overall dwelling design.
- Kit homes and dwellings constructed of second hand materials are not permitted, except with the approval of the M.D.R.
- The main pedestrian entry (front door) or access way to the main pedestrian entry must be visible from the primary street frontage.
- Roof pitches are to be a minimum of 22 degrees. Alternate roof forms including combinations will be considered by the M.D.R. provided it can be demonstrated that they comply with the overall objective and intent of the guidelines.
- Unless otherwise specified or considered as meeting the overall objectives of the guidelines by the MDR, all roofs must be designed having a minimum eaves width of 450mm. Eaves to the frontage of a dwelling must return and continue a minimum distance of 500mm along the connecting return wall and/or walls from the said frontage.
Note: Walls constructed on side boundaries will be exempt from the eaves requirements unless otherwise directed by the MDR.
Corner lot dwellings must continue the 450mm eaves profile to both street frontages, then returning the minimum 500mm as noted above unless otherwise approved by the MDR.
- Dwellings designed on golf course lots must have a minimum eaves width of 450mm which is continuous to all elevations unless otherwise approved by the M.D.R.
- Roofing materials must complement the design and style of the proposed dwelling. Roof sheeting is to be non-reflective. (muted tones are preferred) Untreated galvanised or zinc finished, tray deck or fibre cement roof materials will not be approved with the intent to minimise reflection issues caused by light coloured or untreated roof surfaces.

3.2 Building Materials and Colour Palette

An important element in maintaining a high quality of residential neighborhood character is the control of external building materials, colours and other related finishes. Natural colours are encouraged as they enhance the architecture and landscaping vision for Mandalay. External walls of each dwelling must be constructed of either:

- Face brickwork
- Rendered or bagged brickwork/ concrete block but must be painted or coloured
- Weatherboards, composite cladding materials and cement sheeting (painted rendered or similar textured finish).
- Selected stone.
- Muted colours and finishes shall be used to blend with the natural setting of Mandalay.
- External windows and doors other than those utilized in an entrance situation are not to contain reflective, frosted, coloured or patterned film on glass unless governed by authority and/or ResCode requirements or approved by the M.D.R.

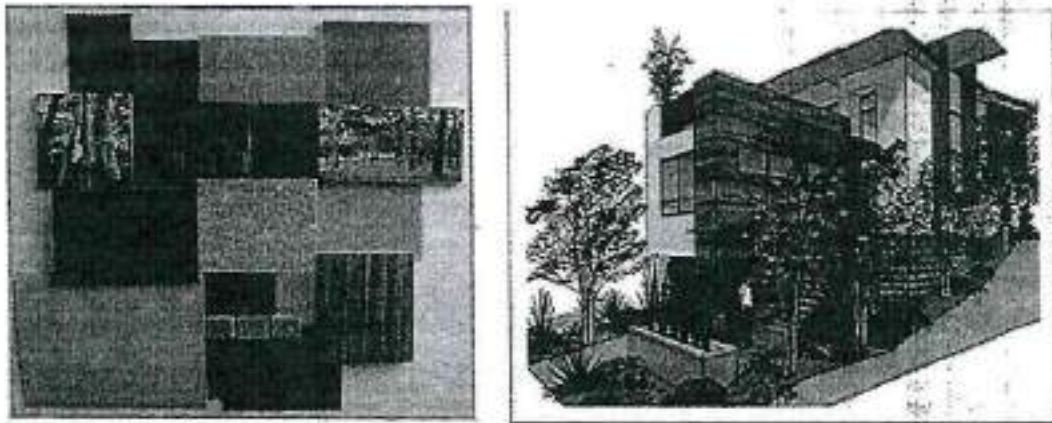


Figure 3.2 Examples of preferred external colours, materials and finishes.

3.3 Identical Façade Assessment

In order to protect your and your neighbor's investment, two dwellings of the same front facade design shall not be built within 5 dwelling lots of the subject property, this would include lots either side, opposite and other street frontages where applicable (Refer Figure 3.3).

No concept designs and or façade only submissions will be accepted, i.e. submissions must include all information as requested on the Design Approval Application form to initiate the approval process.

The final facade assessment decision will be at the discretion of the M.D.R.

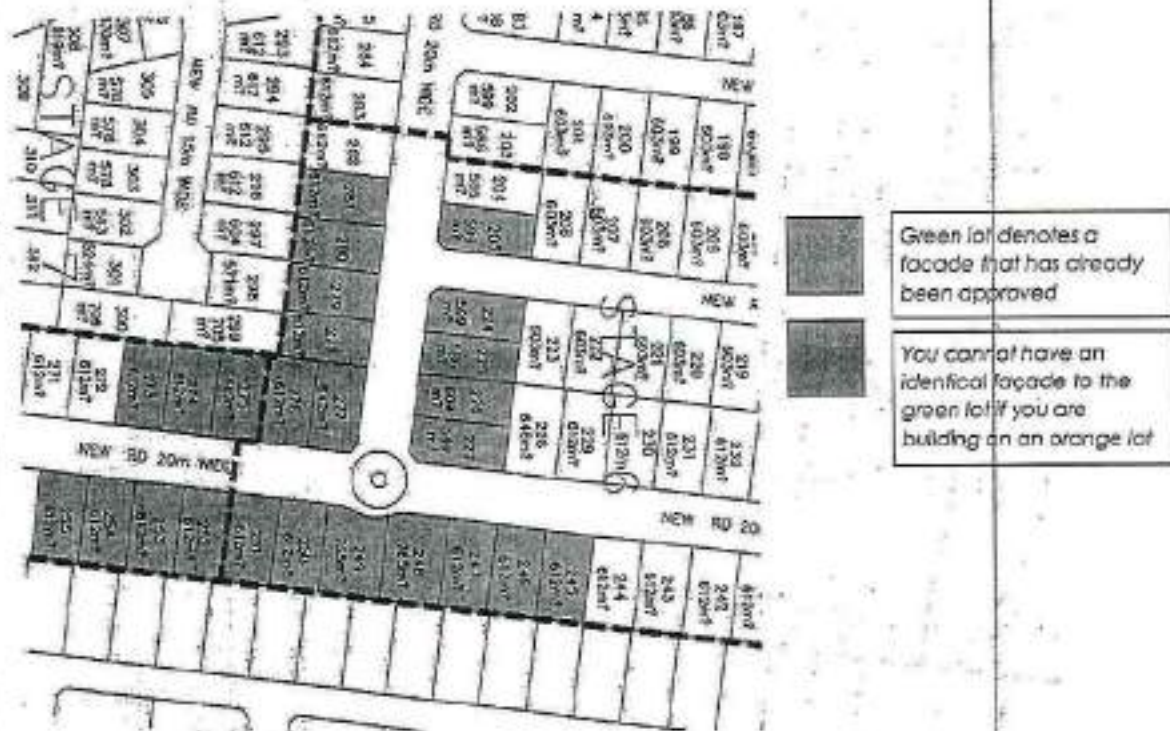


Figure 3.3 Facade Assessment

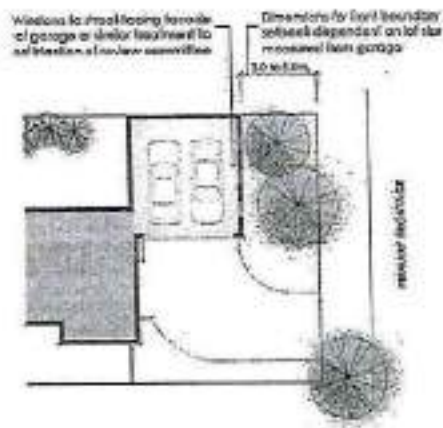
3.4 Environmentally Sustainable Design

This development encourages good environmental design as it positively contributes to the reduction of greenhouse gases, biodiversity, conservation and water cycle management and we encourage good environmentally sustainable design. Mandalay has been designed with a "Third Pipe" recycled water network that will provide each property with the opportunity of reducing demand on potable water resources.

3.5 Garages and Carports

It is preferred that where practicable, garages and carports be designed to minimise their visual impact to the streetscape. All garages must be constructed in harmony with the main dwelling by using materials and colours which reflect the overall architectural theme and vision of Mandalay. In assisting to minimise the visual impact of the garage as a dominant feature to the dwelling façade, the guidelines encourage roof construction of either garage or carport to be incorporated within the main roof form of the dwelling. This intention also extends to the appearance and materials proposed for the garage door to ensure it too reflects the visual connectivity with the proposed dwelling.

- The garage or carport must be constructed at the same time as the dwelling.
- Garages or carports located on the primary street frontage must be located either on the side boundary or within 1.5 metres of that side boundary unless otherwise noted or approved to vary this guideline by the M.D.R.
- Garages or carports located on the primary street frontage of a corner lot (excluding a dual frontage lot) must also be located a minimum of 0.5 metres behind the primary frontage façade of the dwelling unless otherwise noted or approved to vary this guideline by the M.D.R.
- Where garages or carports are located on the secondary street frontage of a corner lot (unless otherwise shown on the plan of subdivision), they must be Setback 5.0 metres from that secondary street boundary and located on or within 1.5 metres of the rear boundary.
- Swing in garages or carports may be permitted subject to special consideration by the M.D.R. The standard front setbacks will still apply. All garage or carport walls addressing primary street frontage must be designed to address the said street frontage, i.e. with the inclusion of windows, first floor construction directly over, building articulation, combined roof forms and material finishes that compliment the adjoining dwelling. (Refer figure 3.4)
- Unenclosed sides of garages or carports are not permitted to face a street frontage but may be located behind garages and residences. The M.D.R. reserves the right to limit the area of an unenclosed garage or carport under roof.
- Garage or carport design must match or complement the home in respect to materials, roof pitch, design, colour, external appearance and quality of construction.
- Individual garage doors shall not be more than 6 metres in width. Roller doors are not permitted.
- The garage or carport must be capable of accommodating a minimum of two vehicles. Golf carts must be parked in a garage, carport or a specific storage area to ensure that the cart is out of public view whenever not being used.
- 3 car garages will be assessed on their merits; and should be integrated into the body of the dwelling, with a door of not more than 5M to the double car accommodation incorporating an additional single door to the single garage element and setback a minimum of 300mm from the face of the adjacent garage.



SWING-IN GARAGE LOT DESIGN PLAN

Figure 3.5

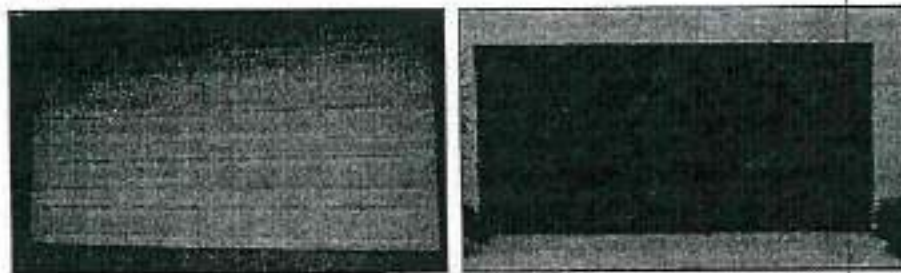


Figure 3.5a Examples of approved garage doors.

3.6 Driveways and Paving

- Driveways must be fully constructed prior to occupying the dwelling.
- A colour sample of the proposed driveway material must be provided with the application submission. Plain colour concrete driveways will not be permitted. Exposed aggregate drives are encouraged as they integrate well within the landscape.
- Driveways shall not exceed 4.5 metres in width at the street crossover and can taper to the maximum width of the garage door or doors.
- Driveways will have a minimum 0.4 metres setback from the side boundary for landscaping irrespective of whether the side boundary is fenced or not.

The incorporation of car storage and vehicle parking as part of the garage design is recommended. Car dimensions will vary between manufactures.

It is recommended that you install a 0.1 metre diameter PVC conduit under the driveway to accommodate future irrigation requirements for the garden bed required between the driveway and side boundary.

Driveways must be constructed of:

- Brick and/or concrete pavers;
- Coloured concrete;
- Saw-cut coloured concrete;
- Concrete with exposed aggregate;
- Asphalt with brick borders.

Exposed aggregate



Concrete pavers/Saw-cut coloured concrete



Figure 3.6 Examples of approved driveway finishes.

3.7 Letterboxes

Letterboxes should be designed to compliment and match the dwelling, using the similar materials, colours and finishes. Single post supporting letterboxes will not be permitted.

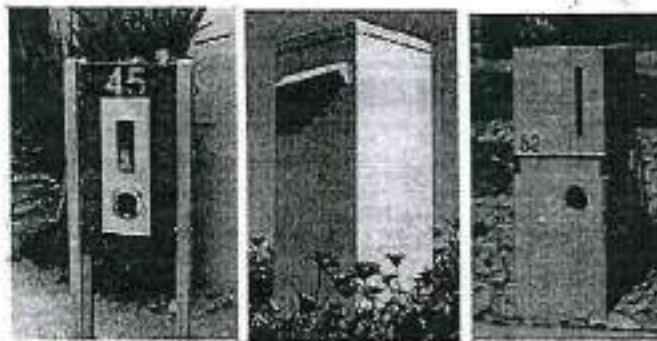


Figure 3.7 Examples of approved letterboxes.

4.0 FENCING

The fencing of your home and that of your neighbour will affect the overall aesthetics of the Mandalay Estate as it plays an important role in the general definition of the streetscape and transition between public and private spaces. Whilst fencing is intended to provide privacy and a sense of security between dwellings it will not be permitted along main street frontages and within the main front setback of the proposed dwelling.

4.1 Front Fencing

Unless constructed by the Developer or with the prior approval of the M.D.R. no fences shall be constructed along the front or street boundary, or within primary frontage setback.

4.2 Typical Side and Rear Fencing (unless otherwise specified)

Unless otherwise specified in these guidelines, fence construction between adjoining lots must be general accordance with figure 4.2 below, and must finish a minimum of 1 metre behind the primary street frontage façade.

Fences between adjoining lots must be constructed from timber palings and must have timber capping with timber posts exposed to both sides of the fence as per Figure 4.2.

Adjoining owners are solely responsible for the construction and maintenance or replacement of fencing between adjoining lots.

No side fences are to occur within the front garden.

Subject to the approval of the M.D.R., retaining walls or courtyard defining walls may be acceptable in the zone between the front boundary and the front of the dwelling, but must be complimentary in material finish and design to the main dwelling.

For screening and service yards, additional timber fences are acceptable if setback not less than 1 metre from the relevant front corner of the dwelling and are to be in accordance with the Mandalay timber fencing details.

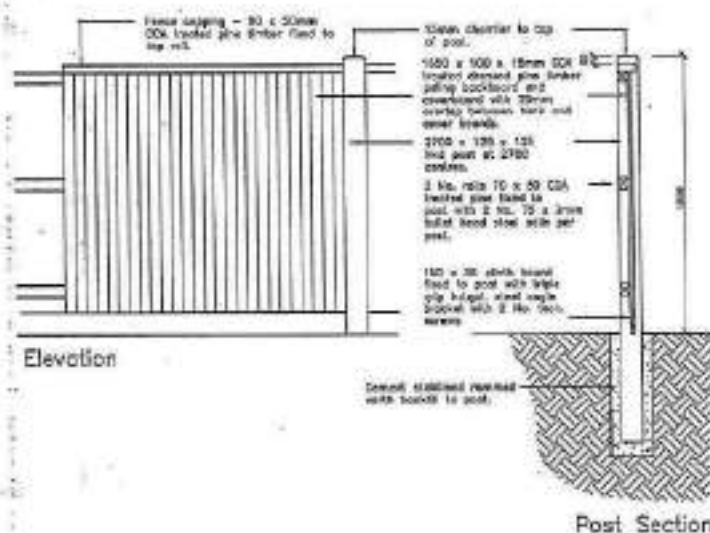


Figure 4.2 typical side & rear fencing

4.3 Corner Lot Fencing

Corner timber fencing (abutting a road reserve or park) will be provided by the developer, constructed in accordance with Mandalay fencing options and will:

- Not exceed 1.8 metres in height and constructed in accordance with the approved Mandalay timber fencing details, Figure 4.3.
- Remain at least 1 metre behind the front facade and return to abut the dwelling. This fencing must also be setback behind the corner treatment.
- Wherever permitted, gates (constructed at expense of purchaser) must be consistent with the adjoining fencing details.

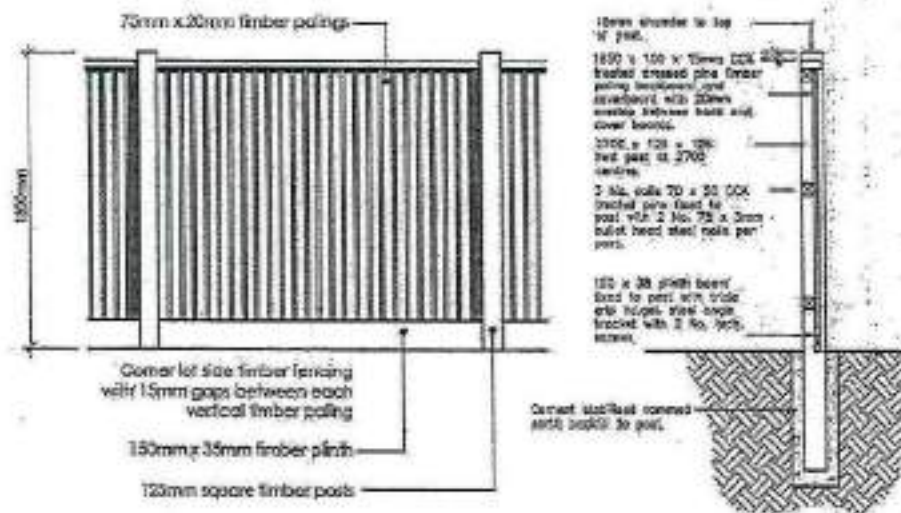
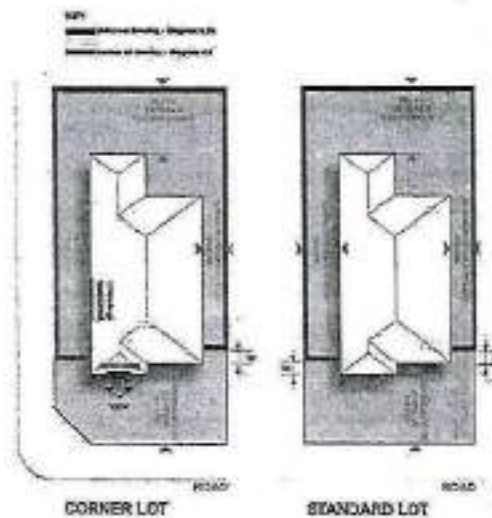


Figure 4.3 corner lot fencing

4.4 Fencing Template

Corner and standard lot fencing plan can be adopted by the owner by signing and attaching this plan and those of diagrams 4.2, 4.3 and 4.4 with the application form submission as an endorsement that the fencing will be carried out as per the Mandalay fencing requirements



4.4 Fencing (template) locations for standard and corner lots

4.5 Golf Lot Fencing

All fencing to the boundaries of golf lots that adjoin the golf course will be installed by the developer at no expense to the purchaser. The fencing will be no higher than 1.5m above the natural finished surface level and constructed using post and rail framework infilled with black PVC coated steel fencing. The bottom rail of the fence construction will be used as the plinth runner.

The developer will also provide gate access to selected allotments that are connected with paths accessing the golf course. No gates will be allowed in fences addressing the golf course unless they open onto a designated pedestrian path. Wherever allowed, gates must be consistent with fence details and subject to the M.D.R. approval.

If a lot already has a fence or wall being part of a fence or wall erected by the developer, the owner must not remove, damage or disfigure it and must maintain it in good condition.



Figure 4.5 Typical Golf Lot Fencing Detail

Notes for construction/materials:

2 Metre spacing for posts

Overall fence height is not to exceed 1500mm from natural ground level

Posts are to be black powder coated (50X50 square section steel)

5.0 PLUMBING & ANCILLARY EQUIPMENT

5.1 Plumbing

Mandalay has been designed with a "Third Pipe" recycled water network that will enable each property to reduce the demand of potable water resources. Dwellings must connect all toilets to the "Third Pipe" recycled water network and provide a minimum of two garden tap outlets, one to the frontage area of the site and the other in the rear area of the site. All garden tap outlets must be connected to the "Third Pipe" recycled water network and colour coded accordingly.

- All external plumbing including spa pumps/motors are to be concealed from public view. Downpipes and gutters are exempt from this requirement.
- No exposed plumbing waste piping is permitted.
- Gutters and downpipe treatment must compliment the house colour.
- Taps, including recycled water taps are not to be free standing and are to be wall or fence mounted.

5.2 Rain Water Tanks

Rain water tanks are encouraged as an environmental initiative however they must be positioned and or screened to restrict them from public view.

5.3 Air Conditioning Units

- Air-conditioning units and exposed components thereof are to be located below the roof ridge line and towards the rear of the property to minimise visual impact. They are to be colour toned to match adjoining wall or roof colour. The units shall be of low profile type and wherever appropriate, be fitted with noise baffles.
- Final position of units to be considerate of lot location i.e. golf course, park land etc. In these areas air-conditioning units should be positioned to minimise visual impact.

5.4 TV Antennae and Satellite Dishes

The Mandalay estate has been equipped with the provision of an optical fibre network enabling the supply of free to air digital and pay television. Therefore TV antennae and other related receivers will generally not be required.

In the unlikely event that an antennae and satellite dish installation (maximum 1 metre diameter) is required, it is to be located toward the rear of the dwelling and below the ridgeline. The intent is to minimize the visual impact from adjoining streetscape and general public areas.

- CB radio antennae will not be permitted.

5.5 Solar Water Heating

The Victorian Government supports the installation of solar hot water heaters through the Victorian Government Solar Hot Water Rebate Program. This is an efficient method of energy conservation and is highly encouraged. For more information visit the Sustainability Victoria website at www.sustainability.vic.gov.au.

Solar hot water piping for dwellings or swimming pools are permitted provided they are located on the roof and installed at the same pitch angle as the roof and where practical they are to be located at the rear of the property to minimise visual impact from public viewing. Tanks for such systems are not permitted to be located on the roof and must be screened from public view.

5.6 Water Efficiency

Water re-use and conservation in today's climate are very important considerations when designing your home. Solutions may include the use of rainwater tanks; low water use plants in the garden, water re-use systems and the use of low water use shower heads and toilets, etc. More information on these important issues can be obtained from Mitchell Shire Council, www.mitchellshire.vic.gov.au, or Yarra Valley Water, www.yvw.com.au.

5.7 Smart Wiring

Recognizing technological advancement in home communications and automation systems, the Mandalay estate has been equipped with an advanced fibre to the premises (FTTP) network. Initially however it will be necessary for all dwellings to be provided with a lead in communications cable from the title boundary to the enclosure housing the network termination device (NTD). This is to be installed by an accredited electrician in accordance with OptiComms cable entry guidelines. Information in relation to the installation guidelines can be obtained by contacting the OptiComm help desk on 1300 137 800 or accessing the following link <http://www.opticomm.net.au/html/services.htm> Depending on your personal budget and lifestyle requirements, smart wiring will enable you to combine phone and fax lines, pay TV cabling, sound, computer and internet, intelligent lighting, security, home automation and much more at the one time and it gives the flexibility to add and change in the future without expensive re-wiring costs.

6.0 GENERAL DWELLING INFORMATION

6.1 Screening

To avoid detracting from the visual quality or the character of the streetscape unsightly items and equipment should be screened from the street and public view.

Ground mounted equipment such as heating and cooling units, hot water services including rubbish disposal containers etc shall be screened from public view and shall not be visible from the street, golf course or parkland.

6.2 Clothes Lines & Drying Areas

Clothes lines and drying areas shall be located so that they are not visible to public viewing. Consideration should be given to using an extend-a-line which can be stored when not in use.

6.3 Parking of Heavy Vehicles and Caravans etc.

Trucks or commercial vehicles (exceeding 1.5 tones), recreational vehicles, golf carts and caravans shall be screened from public view when parked or stored.

6.4 Property Settlement and Timing of Works

Construction of all dwellings must commence within twenty four (24) months of settlement and construction must be completed within twelve (12) months of work commencing.

Builders / Developers must settle within twelve (12) months of the Contract of Sale being signed. They must also lodge drawings of the proposed display home to the MDR for review within ninety (90) days of the Contract of Sale being signed. Construction of the dwelling must be completed within 300 calendar days after receiving developer's approval of the proposed display home.

These conditions can be varied by specific terms in the Contract of Sale.

6.5 Aluminium Roller Shutters to Windows

The use of aluminium roller shutters to windows is prohibited.

6.6 Window Furnishings

Internal window furnishings which can be viewed by the public must be fitted within three (3) months of occupancy. Sheets, blankets, or similar materials for which window furnishing is not their primary use, will not be permitted.

6.7 Maintenance of Lots

The Purchaser shall not allow any rubbish including site excavations and building materials to accumulate on a lot (unless the rubbish is neatly stored in a suitably sized industrial bin or skip) or allow excessive growth of grass or weeds upon the lots.

The Purchaser shall not place any rubbish including site excavations and building materials on adjoining land, reserves or in any waterway.

The Developer or its agents may enter upon and have access over a lot at any time without creating any liability for trespass or otherwise to remove or rubbish, maintain, slash or mow a lot and the Purchaser agrees to meet the Developer's reasonable costs of doing so.

6.8 Signage

Signage is not permitted on residential lots with the following exceptions:

- Display home signage with the written approval of M.D.R.

- Builders or tradespersons identification (maximum 600mm x 600mm) required during dwelling construction. These signs must be removed within 10 days of the issue of the Certificate of Occupancy.
- One sign only advertising the sale of a complete dwelling is permitted. These signs must be removed within 10 days of the property being sold.
- There are to be strictly no signs erected for the purposes of advertising the sale of a vacant lot other than any sign that relates to the sale of such lot by the Developer.
- Other signs may be permitted with approval of the M.D.R.

7.0 LANDSCAPING

The Developer will provide Mandalay residents with high quality landscaping to both the streetscapes and also individual lots. This investment in quality public and private landscaping adds significant value to any community. It not only promotes an attractive neighborhood but also improves the value of your dwelling. Appropriately designed gardens contribute in a positive way to the quality of the built environment.

Gardens will be environmentally responsive by utilizing appropriate drought tolerant sensitive plants, organic or mineral mulches and drip irrigation systems.

Included in the purchase of your land is a landscaped front garden where you will be given the opportunity to work with our landscape team to design a garden that is specifically tailored to meet your individual tastes. In order to commence construction of your garden you will need to contact the Mandalay Design Reviewer once you have requested Certificate for Occupancy from Council.

- You must contact the Mandalay Design Reviewer prior to obtaining CFO and advise that you are ready to meet with the landscape consultant.
- The Mandalay Design Reviewer will contact the nominated landscape Consultant and advise them of your position.
- The Landscape consultant will contact you and make an appointment with you to go over the available options and tailor them to be more specific to your tastes.
- Once the plans have been drawn and approved by you the Developer will have a maximum of 6 months in which they must carry out those works to your front garden. This is to allow for specific periods of the year in which planting is not desirable.
- It will be your responsibility to keep the plants and shrubs / trees alive and establish the grass and maintain the garden once complete.

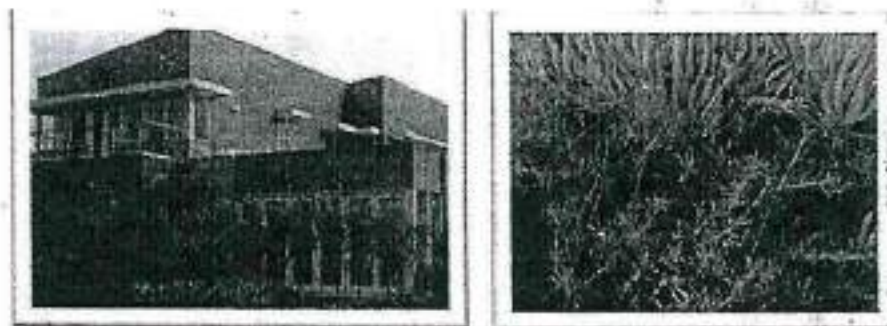


Figure 7.0 encouraged landscape elements

8.0 DESIGN & SITING GUIDELINES APPLICATION FORM

Lot No: _____

Street Address: _____

Owners Name: _____

Mobile: _____

Email address: _____

Current Postal Address: _____

Home Ph: _____

Business Ph: _____

Builder: _____

Contact Name & Number: _____

Mobile: _____

Email address: _____

Documentation required to be submitted for approval to the Mandalay Design Reviewer:

Note: All to be provided in A3 format x 2 copies.

1. **Site Plan** (min scale 1:200) indicating date and reference number of drawing, north point, lot area calculation, habitable dwelling area calculation, home positioned on the lot with dimensions and setbacks from all boundaries, and driveway location, clothesline, letterbox, water tank, and pool position if applicable. Vehicle crossover, driveway and building envelope if applicable.
2. **Floor Plans** (min scale 1:100) including north point, indicating all rooms and dimensions, windows, external doors, external fixtures and nominated floor levels, including roof plan with air conditioners and solar units noted.
3. **All Elevations** (min scale 1:100) indicating all wall and roof heights, all external finishes including garage door type, roof pitch, eaves depth, air conditioning units, solar units and all external buildings such as garden sheds, pergolas, etc. Relevant cross sections showing height of walls on boundaries; cut and fill details, including retaining walls where applicable.
4. **Fence design drawings** as per the Mandalay standard requirements: a plan with all dimensions including materials and heights. A fence design template is included in this document - If you select this option the client must attach and endorse the design template items 4.2, 4.3 and 4.4
5. **Schedule of external colours and materials** with colour chips or coloured photocopy for review by the MDR.
6. **An Energy Rating for the dwelling**

The Mandalay Design Reviewer will endeavour to assess proposals in the shortest possible time, generally within ten - fourteen (10 - 14) working days of receipt of a complete and compliant application. Delays will occur if the required information is not provided or incomplete. It is the responsibility of the owner and the owner's agent (builder or designer) to ensure complete documentation; no responsibility will be accepted by the MDR for incomplete submissions. Applications cannot be assessed until all of the above information is available. No facsimile or email submissions will be accepted. The Developer also reserves the right to request further information. It is the responsibility of the owner to ensure that the proposed building works comply with overlooking provisions as stated by local Council and State Government requirements i.e. ResCode. **Please submit the above documentation to:-**

Mandalay Design Reviewer:
C/ Beveridge Property Developers
501 Blackburn Road
Mt. Waverley, Vic 3149



**The
Knight**

theknight@theknight.com.au
08 9509 9144

theknight.com.au
PO Box 678
Melvern Victoria 3144

Effective 1 December 2021
Owners Corporation Regulations 2018
Schedule 2
Regulation 8

Model Rules for an Owners Corporation

1 Health Safety and Security

Insight, integrity
& results.

1.1 Health, safety and security of lot owners, Occupiers of Lots and invitees

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 inflammable chemical, liquid or gas or other inflammable material.
- (2) This rule does not apply to:
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste Disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

Caulfield
Level 1/204 Balclutha Road
Docklands
1308/401 Docklands Drive
Geelong
Level 1/27-31 Myers Street



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 & 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 & 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 and 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 that 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) Sub rule (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 or 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 his or her own purposes as a garden any portion of the common property
- (3) An approval under sub-rule (2) may state a period for which the approval is granted
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools."

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, entrance or exit to a lot; or
- (c) in any place other than parking area situated on common property specified for 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 sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for 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 lot or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

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



- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

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

6.2 Noise & 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, an occupier or the owner's corporation.
- (2) The party making the complaint must prepare a written statement setting out the complaint 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.
 - (a) 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 his or her behalf at the meeting.
 - (a) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (b) 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 his or her 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 any further action under Part 10 of The Owners Corporation Act 2006.



**The
Knight**

theknight@theknight.com.au
08 9609 3144

theknight.com.au
PO Box 678
Malvern Victoria 3144

Subdivision (Body Corporate) Regulations 2001
S.R. No. 28/2001

SCHEDULE FORM 1

Regs 104 and 219 Subdivision (Body Corporate) Regulations 2001

Subdivision Act 1988

STANDARD RULES

Insight, integrity
& results.

Use of common property and lots

A member must not, and must ensure that the occupier of a member's lot does not-

- (a) Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- (b) Park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate;
- (c) Use or permit a lot affected by the body corporate 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 any other member or occupier of any lot or the families or visitors of any such member or occupier;
- (d) Make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;
- (e) Make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00am;
- (f) Keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.

Caulfield
Level 1/204 Balaclava Road

Docklands
1308/401 Docklands Drive

Geelong
Level 1/27-31 Myers Street

AMN 26 007 112 816



BUSINESS PACK INSURANCE / CERTIFICATE OF CURRENCY Policy Number: 46A918445BPK

This certificate acknowledges that the policy referred to is in force for the period shown.

Details of the cover are listed below.

Policy Number: 46A918445BPK
Period of Insurance: From 30/06/2024 to 30/06/2025 at 4.00pm
Insured Name: OCPS 617320S
ABN Number: 26 830 973 051

Liability Section	Sum Insured	Excess
Location: 430-450 MANDALAY CCT BEVERIDGE VIC 3753	Liability: \$20,000,000	
Type of Business: COMMON GROUND LIABILITY	Property Owner: Yes	
	Property Damage Excess:	\$10,000

Interested Party: None Noted

Clauses

• 2G9

PROPERTY OWNERS ONLY

This Policy does not cover liability arising out of or in connection with any business, profession, trade or activity other than as owner of property specified in the Policy Schedule.

Cover under this Policy will only insure your legal liability resulting from an occurrences in the Common Area of the insured property.

Common Area means the area at your situation that is not part of any Lot.

Lot means an area shown on a plan as a lot or unit in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where your insured property is situated.

• SFT

APPLICABLE POLICY WORDING

When BUSINESS PACK INSURANCE is shown on the Policy Schedule

Commercial/Retail/Industrial Policy wording QM485-1122 applies.

When TRADES PACK INSURANCE is shown on the Policy Schedule QBE Trade Policy QM207-0421 applies.

When OFFICE PACK INSURANCE is shown on the Policy Schedule QBE Office Policy QM208-1221 applies.

Issued by: QBE Australia
Date issued: 30. June 2024

End of Certificate.

From www.land.vic.gov.au at 26 July 2024 08:35 AM

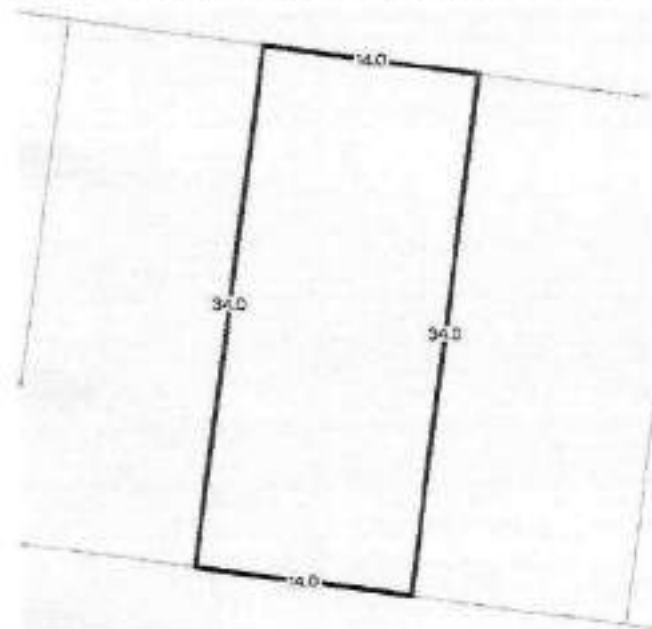
PROPERTY DETAILS

Address: **19 LIBERTY CRESCENT BEVERIDGE 3753**
Lot and Plan Number: **Lot 2129 PS617320**
Standard Parcel Identifier (SPI): **2129\PS617320**
Local Government Area (Council): **MITCHELL**
Council Property Number: **122322**
Directory Reference: **Melway 687 B1**

www.mitchellshire.vic.gov.au

SITE DIMENSIONS

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



Area: 476 sq. m

Perimeter: 96 m

For this property:

— Site boundaries

— Road frontages

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

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

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

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**

PLANNING INFORMATION

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

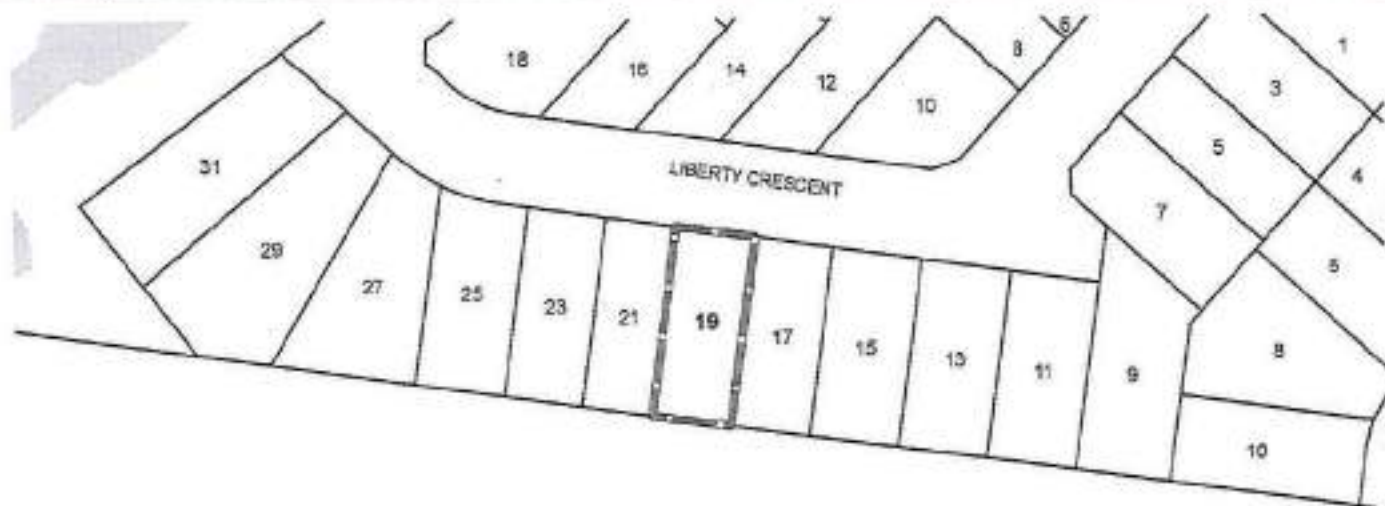
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mcs.shire.vic.gov.au/vicplan/>

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

Area Map



 Selected Property

 Water area

0 ——— 35 m

From www.planning.vic.gov.au at 26 July 2024 08:35 AM

PROPERTY DETAILS

Address: **19 LIBERTY CRESCENT BEVERIDGE 3753**
Lot and Plan Number: **Lot 2129 P5617320**
Standard Parcel Identifier (SPI): **2129/P5617320**
Local Government Area (Council): **MITCHELL**
Council Property Number: **122322**
Planning Scheme: **Mitchell**
Directory Reference: **Melway 687 B1**

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

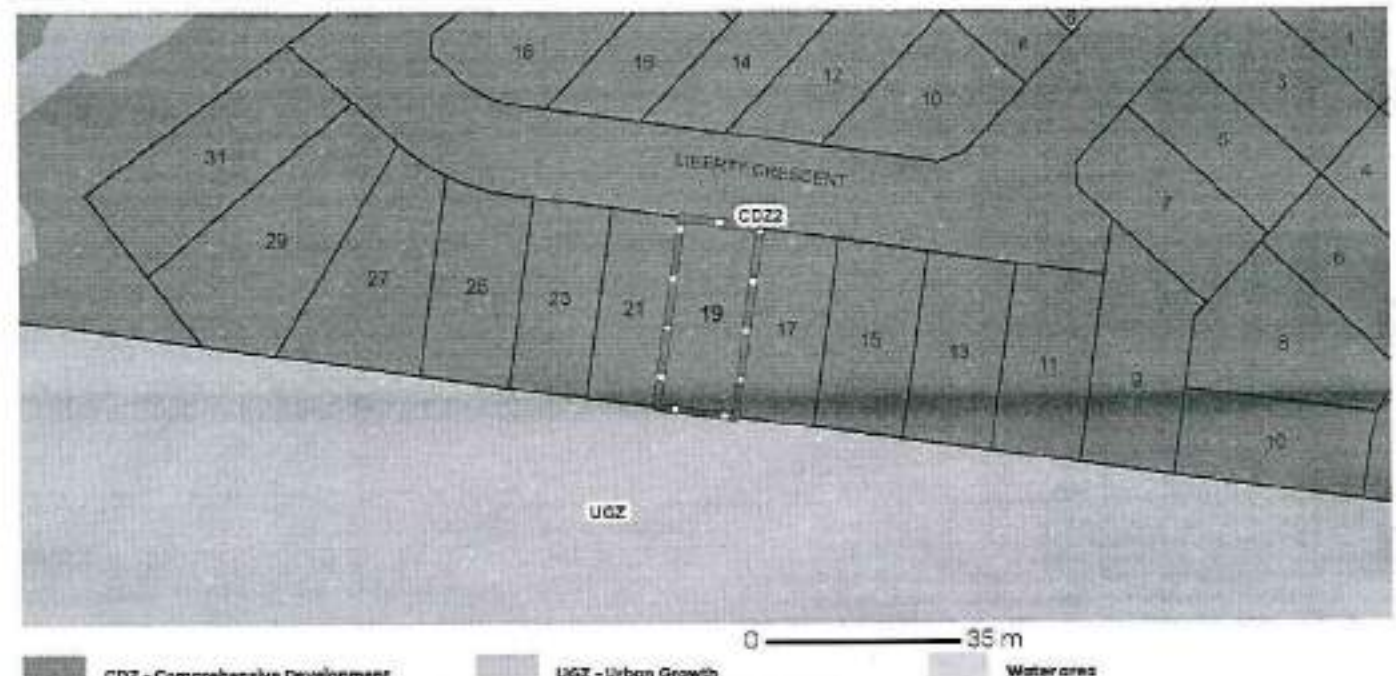
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[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 Overlays

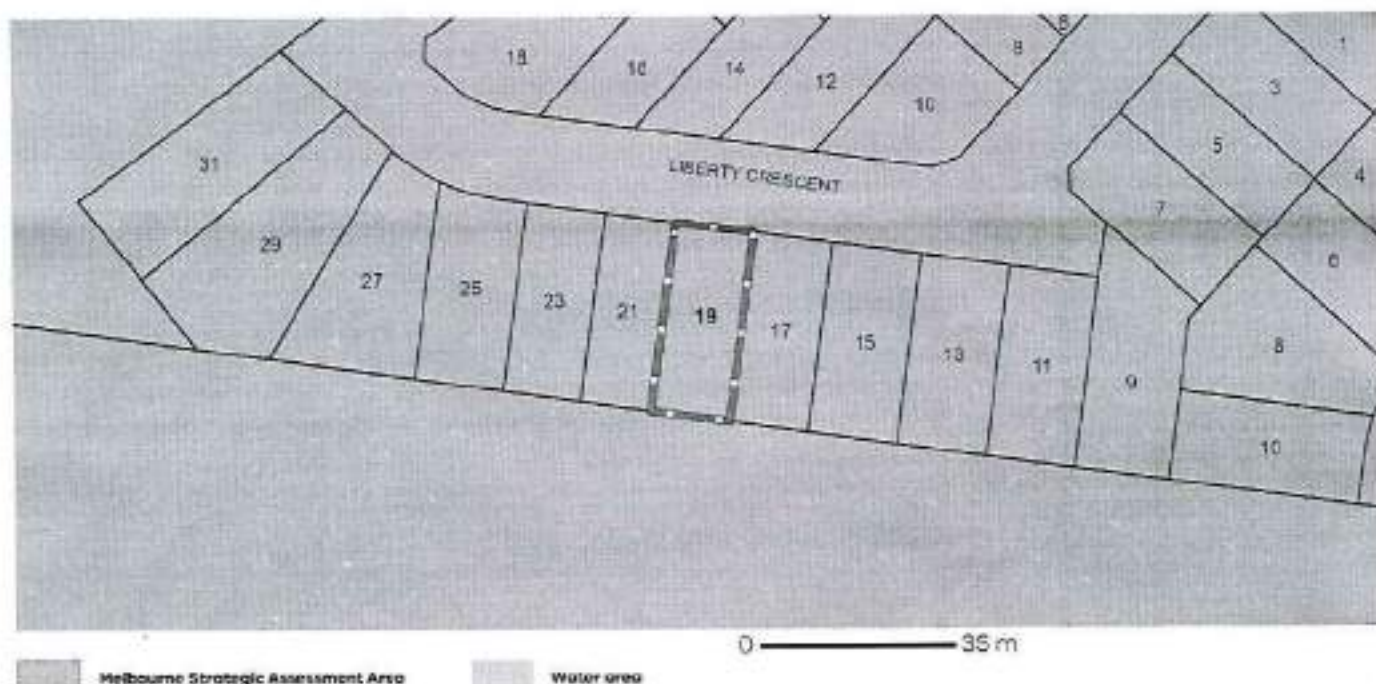
No planning overlay found.

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claims are made as to the accuracy or currency of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.deloitte.com/vic/en/au/industrial>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C(1) of the Sale of Land 1992 (Vic).

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://odm.delwp.vic.gov.au/RCE>



Further Planning Information

Planning scheme data last updated on 26 June 2024.

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 apply to 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>

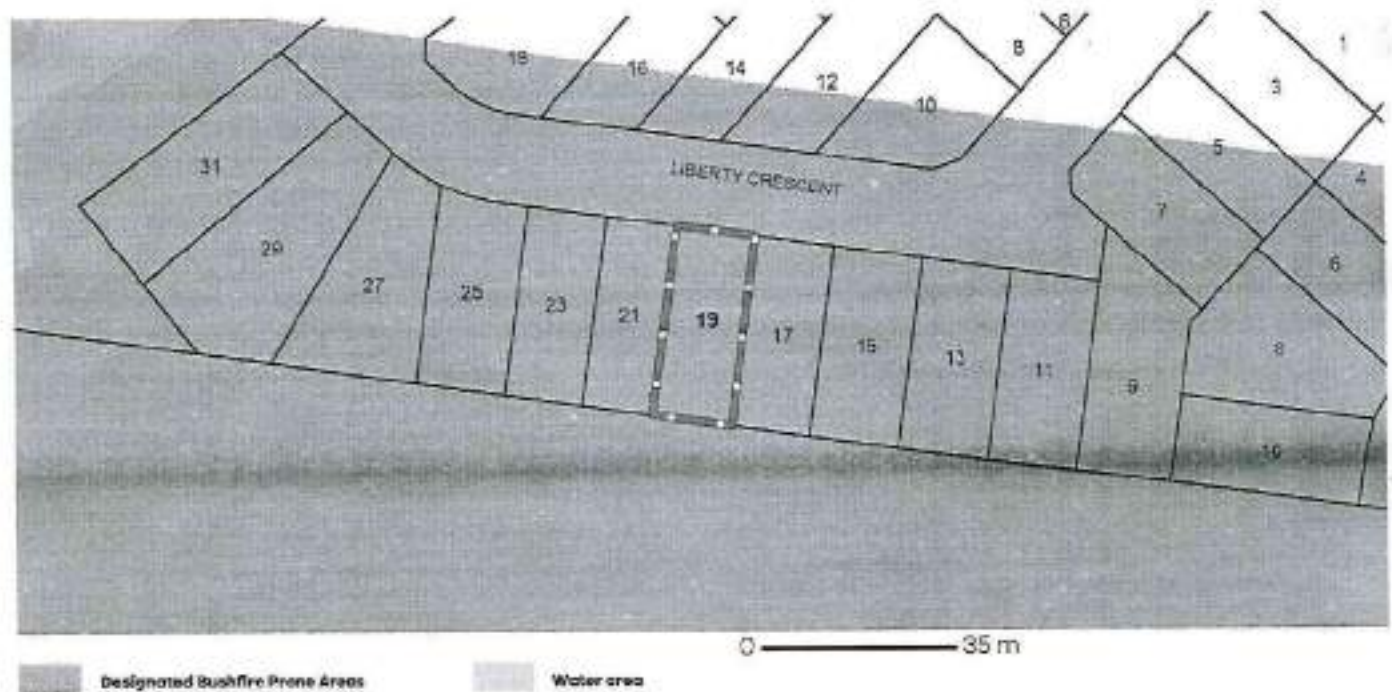
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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>.

Vendor's Statement

Adnan SENKUL & Kamuran SENKUL
Vendor

19 LIBERTY CRESCENT, BEVERIDGE 3753
Property

Vicland Conveyancing
Office 8/315 Barry Road
Campbellfield 3061

Tel : 9357 7500
Fax: 9357 9353
Our ref: 25692
info@viclandconveyancing.com.au